



**CITY COUNCIL AGENDA**  
**December 15, 2014**

5:00 p.m. – 7:00 p.m.

**Closed session as provided by Section 2.2-3712 of the Virginia Code**  
*Second Floor Conference Room*  
(Interviews and consideration of candidates for City boards and commissions)

**CALL TO ORDER**  
**PLEDGE OF ALLEGIANCE**  
**ROLL CALL**  
**AWARDS/RECOGNITIONS**  
**ANNOUNCEMENTS**

*Council Chambers*

**MATTERS BY THE PUBLIC** Public comment permitted for the first 12 speakers who sign up before the meeting (limit 3 minutes per speaker) and at the end of the meeting on any item, provided that a public hearing is not planned or has not previously been held on the matter.

**COUNCIL RESPONSE TO MATTERS BY THE PUBLIC**

- 1. CONSENT AGENDA\*** (Items removed from consent agenda will be considered at the end of the regular agenda.)
  - a. Minutes for December 1
  - b. APPROPRIATION: Year End Adjustments – FY2014 and General Fund Balance Transfer (2<sup>nd</sup> of 2 readings)
  - c. APPROPRIATION: Reimbursement from the Thomas Jefferson Planning District Commission for Transportation Enhancement Grant Loan - \$300,000 (2<sup>nd</sup> of 2 readings)
  - d. APPROPRIATION: Community Development Block Grant Funds for VIEW (Virginia Initiative for Employment not Welfare) Career Training - \$16,500 (2<sup>nd</sup> of 2 readings)
  - e. APPROPRIATION: BAMA Works Foundation and LeRoi H. Moore Fund Sponsorship for Parks and Recreation Special Events- \$12,659.04 (2<sup>nd</sup> of 2 readings)
  - f. APPROPRIATION: Medicaid/FAMIS Renewal Application Processing Appropriation - \$12,690 (2<sup>nd</sup> of 2 readings)
  - g. APPROPRIATION: Virginia Department of Health Special Nutrition Program Child and Adult Care Food Program - \$32,000 (1<sup>st</sup> of 2 readings)
  - h. ORDINANCE: Procurement Code Amendments (2<sup>nd</sup> of 2 readings)
- 2. REPORT** State of the City Address
- 3. RESOLUTION\*** Funds Transfer from Capital Improvement Program Contingency for Downtown and University Avenue Lighting Survey- \$97,366.50 (1<sup>st</sup> of 1 reading)
- 4. RESOLUTION\*** Funding for Streets That Work – \$100,000 (1<sup>st</sup> of 1 reading)
- 5. REPORT** General District Courts Update
- 6. RESOLUTION\*** Establishing a Shared Law Enforcement Training Facility (City, UVA, Albemarle Co.) (1<sup>st</sup> of 1 reading)
- 7. REPORT** RSWA Annual Report

**OTHER BUSINESS** (NLC Update; Regional Long Range Transportation Plan)  
**MATTERS BY THE PUBLIC**  
**COUNCIL RESPONSE TO MATTERS BY THE PUBLIC**

\*ACTION NEEDED

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# CITY OF CHARLOTTESVILLE, VIRGINIA. CITY COUNCIL AGENDA.



Agenda Date: December 1, 2014.

Action Required: Council Appropriations.

Presenter: Bernard Wray.

Staff Contacts: Bernard Wray, Finance Director.  
Leslie Beauregard, Director, Budget & Performance Management.

Title: Year End Adjustments- F.Y. 2014 and General Fund Balance Transfer.

## **Background:**

Annually after the financial records are audited the administration makes recommendations for appropriations and transfers to other funds depending on the funds available for appropriation after closing the fiscal year.

## **Discussion:**

The fiscal year 2014 actual revenues were \$1,566,171 over budget. Significant revenue budget variances were as follows:

- **Meals Tax** was budgeted at \$7,676,310 but \$8,156,709 was collected which resulted in this tax being \$480,399 over budget. This revenue source has averaged 6.6% growth since F.Y.10.
- **Real Estate Tax** was \$910,099 over budget due to assessed values that were higher than originally budgeted.
- **Personal Property Taxes** were \$640,204 over budget primarily due to new car sales replacing older vehicles at the higher tax value.
- **Bank Stock Taxes** were \$226,131 under budget due to lower local deposits at banks in Charlottesville.
- **Business Licenses** were \$311,296 under budget primarily due to lower gross receipts of a local financial firm.

Combined all revenues were \$1,566,171 over budget or 1.1% of the F.Y. 14 adopted budget.

### **Expenditures.**

Expenditures were under budget by \$1,419,986. Department heads continue to do an outstanding job monitoring expenses and ended the year in a positive position.

- **Community Service Act Local Match** was under budget by \$486,693. This was the result of fewer children in foster care and fewer foster care children in congregate care. Foster care prevention cases (sometimes known as family preservation) continue to climb, but services for a foster care prevention case is generally less expensive than a foster care case.
- **The Charlottesville Albemarle Joint Security Complex** was \$561,340 under budget due to personnel vacancies and lower than expected operating costs.
- **Departmental Budget Savings.** City departments continue to do a very good job of monitoring their budgets which resulted in expenditures less than budget. Savings resulted from vacancies, efficiencies and staff's constant due diligence with city tax dollars. We will be asking City Council to use some of these savings to fund items listed on the resolution and detailed in the attached memo.

### **Resolution/Carryover Request.**

The resolution recommends that \$2,013,562 be approved and carried over in the Fiscal Year 2015 budget.

Attached is Exhibit I which provides a summary of appropriations requested. There is a balance of \$972,595 after the recommendations, which the City Manager recommends be placed in the Capital Improvement Program Fund for future programming. This is important since the Bond Rating Agencies closely track what the City contributes as pay as you go (CASH) vs. bonds issued in the C.I.P. Exhibit I also contains a summary of revenues and expenses to budget for F.Y. 09 to F.Y. 13.

### **Budgetary Impact.**

Policy Recommendation for Fund Balance Excess

- The remaining \$972,595 is recommended to be transferred to the Capital Improvement Fund contingency for future capital needs.

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

This resolution serves to close-out and summarize the financial results of fiscal year 2014 and as such aligns with Goal 4 of the Strategic Plan to Be a well-managed and successful organization.

### **Recommendation.**

The staff recommends that Council approve the attached resolution.

**Alternatives.**

Amend the Recommendations.

**Attachments.**

1. Memo- End of Year Adjustments/Exhibit I.
2. FY 2014 Year End Appropriation.

**City of Charlottesville.  
MEMO.**



**To:** Members of City Council.  
**From:** Bernard Wray, Finance Director.  
Leslie Beauregard, Director, Budget and Performance  
Management.  
**Date:** December 1, 2014.  
**Subject:** **F.Y. 2014 End of Year Adjustments.**

In order to close the City's financial records for F.Y. 14 and to finalize the City's annual financial report, we would like to request that Council approve the attached resolution to adjust certain accounts. This is a normal procedure that takes place each year.

Provided below is a brief description of the items contained in the various sections of the appropriation:

- Section I - General Fund.
- Section II - Capital Projects Fund.
- Section III - Facilities Repair Fund.
- Section IV - Utility Funds.
- Section V - Grants Funds.
- Section VI - Social Services Fund.
- Section VII – Human Services Fund.
- Section VIII – Risk Management.

Included are names of the department or program, the amount of the adjustment and a brief discussion of the reason(s) for the appropriation.

**I. General Fund.**

(a) Departmental Appropriations – Section 1 (a).

The following appropriations are requests for carryovers of unspent funds and new requests not previously appropriated.

- City Circuit Court - \$40,176.  
These funds will be used to upgrade technology in the Circuit Court Clerk's office. The land records system will be upgraded and planning is underway to add technology which will allow for digital case file access using secure remote access.

- Police – Jefferson Area Drug Taskforce - \$1,154.  
These funds represent a portion of the City's contribution not budgeted in FY15 but should have been, and will be used for operational expenses.
- Education and Training - \$50,000.  
These funds will be used to provide additional funding for city employee education and training in FY15.
- Bank Franchise Refund - \$281,746.  
These funds will be used for an anticipated refund for an overpayment of bank franchise tax discovered during a recent audit.
- Employee Benefits – Contribution to the Retirement Fund - \$700,000.  
These funds will be used to fund the 1% COLA granted retired employees on July 1, 2014 which created an additional liability of \$700,000. This contribution will increase the funded status of the retirement fund.
- State Flex Cuts - \$292,148.  
On November 10, 2014, the General Assembly passed HB 5010 which requires that state aid to local governments be reduced by \$30.0 million statewide in FY 2015. The Department of Planning and Budget (DPB) has provided localities a list of the state's aid-to-local-government programs that serve as the basis for calculating each locality's share of the \$30.0 million savings. The City's share of these reductions is \$292,148 in FY 15 and we will wire the State a check after the final reading is approved.
- Blue Ridge Juvenile Detention Center - \$65,000.  
These funds will be used to support newly projected and increased operational and debt service expenses for F.Y. 15 that were not anticipated when the budget was adopted in April
- Neighborhood Development Services – \$9,562.  
These unspent funds will be used to complete the work of TJPDC Grant for Inspections and Testinggrant.
- Parks and Recreation Facility Rentals - \$1,000.  
These funds were received as deposits for facility rentals in F.Y. 14 and will be carried over and used for deposit refunds

or to cover the cost of any facility damage repairs incurred from the rental. This appropriation and future donations for this purpose will be considered continuing and will not expire unless further altered by Council.

- City Market Donations - \$2,300.  
These funds were received as donations for the City Market and will be carried over and used for expenses relating to the City Markets. This appropriation and future donations for this purpose will be considered continuing and will not expire unless further altered by Council.

(b) Additional Transfers and Appropriations – Section 1 (b).

The following appropriations are requests for transfers from the General Fund to other funds.

- Transfer to Social Services Fund – \$267,984.  
These funds were transferred to the Social Services fund in F.Y. 14 due to the City contribution not being sufficient.
- Transfer to ECC Telephone Upgrade Project - \$24,776.  
These funds will be used to supplement the City's share of funding for the ECC Telephone Upgrade Project based on revised cost projections
- Transfer to Tax Billing System Project - \$49,000.  
These funds will be used to supplement the funding already appropriated for the Tax Billing System and related equipment based on revised cost projections.
- Transfer to Street Paving Projects - \$500,000.  
These funds will be used to supplement the funding already appropriated for the City's annual street paving and milling program.
- Transfer to Capital Projects Fund - \$972,595.  
These funds will be transferred to the C.I.P. Contingency fund.



**II. Capital Projects Fund - \$363,292.**

- The sum of \$49,000 received as a transfer from the General Fund shall be appropriated into the Tax Billing System Project account P-00719.
- The sum of \$24,776 received as a transfer from the General Fund shall be appropriated into the E.C.C. Telephone Upgrade project account P-00762.
- The sum of \$289,516 received as a transfer from the Risk Management Fund as an insurance reimbursement for the replacement of the building (account P-00840) located at 207 1<sup>st</sup> Street, South which was damaged by fire earlier this year.

**III. Facilities Repair Fund - \$245,123.**

- Courthouse Maintenance (P-00099) - \$230,261 - These unspent restricted court fees will be used for future court repair work or records conversion. The amount will be carried over in the Facilities Repair Fund.

**IV. Utility Funds - \$79,300.**

- \$79,300 shall be appropriated into the Gas Fund (2713001000) to be used to pay Federal Pipeline and Hazardous Materials Safety Administration fines.

**V. Grants Fund - \$8,692.**

These funds were received from outside sources and are being appropriated to be spent by the respective grants:

- \$8,692 – these funds will be used for additional qualifying State Fire Grant expenditures.

**VI. Social Services Fund - \$1,539.**

The sum of \$1,539 represents unspent funds received as a donation from Martha Jefferson Hospital to fund the rental of ten Personal Emergency Response Systems (P.E.R.S.) for qualified residents of Public Housing in the Crescent Halls or Westhaven communities. Martha Jefferson Hospital has given permission for these remaining funds to be used to extend the program.

**VII. Human Services Fund - \$15,416.**

The sum of \$15,416 represents unspent BankOn Program funds received from non-city sources and shall be carried over and expended in the Human Services fund to offset expenditures in F.Y. 15.

**VIII. Risk Management Fund - \$289,516.**

The sum of \$289,516 represents the amount received as an insurance reimbursement for the city owned building located at 207 1<sup>st</sup> Street, South that was damaged by fire on December 15, 2013. These funds are hereby transferred and appropriated in the Capital Projects fund to be used to replace the building.

Cc: Craig Brown, City Attorney.  
Aubrey V. Watts, Jr., C.O.O./C.F.O.

**Exhibit 1**

**Fiscal year End 2014**

Revenue over Budget	1,566,171
Expenditures under Budget	<u>1,419,986</u>
Balance under Budget	<b>2,986,157</b>

**RECOMMENDED APPROPRIATIONS**

Circuit Court Computer Upgrade	40,176
JADE - FY15 budget correction	1,154
Education and Training	50,000
Transfer to CIP - E911 Telephone upgrade project	24,776
Bank Franchise Refund	281,746
Retirement Fund Transfer - retiree COLA	700,000
State Flex Cuts	292,148
Transfer to CIP - Treasurer Tax Revenue System	49,000
Blue Ridge Juvenile Detention Center - add'l funds for FY15 operations and debt service	65,000
NDS - TJPDC Grant for Inspections and Testing grant carryover	9,562
Transfer to CIP for Paving	500,000
	(2,013,562)

**Surplus Fiscal Year End 2014** **\$ 972,595**

Transfer to CIP Contingency **\$ (972,595)**

Remaining Surplus 0.00

**Summary of Prior Year Results**

	<u>Revenue</u>	<u>Expenses</u>	<u>Balance Under Budget</u>
Year ended June 30, 2013	\$ 691,027	\$ 2,506,046	\$ 3,197,073
Year ended June 30, 2012	891,240	2,903,832	3,795,072
Year ended June 30, 2011	1,155,727	4,038,399	5,194,126
Year ended June 30, 2010	(1,215,660)	4,829,993	3,614,333
Year ended June 30, 2009	254,506	5,049,993	5,304,499

# FY 2014 Year End Appropriation

**BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the actions hereinafter set forth are herein authorized with respect to the accounts of the City listed herein, for the fiscal year ended June 30, 2014. The memo to Council dated December 1, 2014 is hereby made part of this appropriation.

## I. General Fund (105).

(a) Departmental Appropriations.

The following amounts shall be permitted to be carried over and expended in the General Fund's respective cost centers or internal orders in the following fiscal year:

1101001000. Circuit Court.	\$ 40,176.
3101002000. Police – JADE.	\$ 1,154.
2213001000. Education and Training.	\$ 50,000.
1631001000. Bank Franchise Refund Reserve.	\$ 281,746.
1631001000. State Flex Cut Reserve.	\$ 292,148.
9713002000. Blue Ridge Juvenile Detention Center.	\$ 65,000.
1900217. Neighborhood Development Services.	\$ 9,562.
2213001000. Employee Benefits.	\$ 700,000.
1800036. Parks & Recreation Facility Rentals.	\$ 1,000.
1800038. City Market Donations.	\$ 2,300.

Total Section 1 (a). \$1,443,086.

(b) Additional Transfers and Appropriations.

9803030000. Transfer to Social Services.	\$ 267,984.
9803030000. Transfer to E.C.C. Telephone Upgrade Project.	\$ 24,776.
9803030000. Transfer to Tax Billing System Project.	\$ 49,000.
9803030000. Transfer to Street Paving Project.	\$ 500,000.
9803030000. Transfer to Capital Projects Fund.	\$ 972,595.

Total Section 1 (b). \$ 1,814,355.

## II. Capital Projects Fund (426).

- The sum of \$49,000 received as a transfer from the General Fund shall be appropriated into the Tax Billing System Project account P-00719.
- The sum of \$24,776 received as a transfer from the General Fund shall be appropriated into the E.C.C. Telephone Upgrade project account P-00762.
- The sum of \$289,516 received as a transfer from the Risk Management Fund as an insurance reimbursement for the replacement of the building located at 207 1st Street, South which was damaged by fire on December 15, 2013.

## III. Facilities Repair Fund (107).

- The sum of \$245,123 shall be carried over and reserved in the Facilities Repair Fund, for the purpose of funding future court repairs or record conversion (P-00099).

**IV. Utility Funds – Gas (631).**

- \$79,300 shall be appropriated into the Gas Fund (2713001000) to be used to pay Federal Pipeline and Hazardous Materials Safety Administration fines.

**V. Grants Fund (209).**

The sum of \$8,692 shall be appropriated for the following grant programs in fund 209:

190010.	State Fire Grant.	\$8,692.
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**VI. Social Services Fund (212).**

The sum of \$1,539 represents unspent funds received in FY13 as a donation from Martha Jefferson Hospital to fund the rental of ten Personal Emergency Response Systems (P.E.R.S.) for qualified residents of Public Housing in the Crescent Halls or Westhaven communities. These remaining funds are to be used to extend the program for one additional year.

**VII. Human Services Fund (213).**

The sum of \$15,416 represents unspent BankOn program funds received from non-city sources and shall be carried over and expended in the Human Services fund for BankOn program expenses in F.Y. 14.

**VIII. Risk Management Fund (711).**

The sum of \$289,516 represents the amount received as an insurance reimbursement for the city owned property located at 207 1<sup>st</sup> Street, South that was damaged by fire earlier this year. These funds are hereby transferred and appropriated into account P-00840 in the Capital Projects fund to be used to replace the building.

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CITY OF CHARLOTTESVILLE, VIRGINIA.  
CITY COUNCIL AGENDA.



Agenda Date:	December 1, 2014
Action Required:	Approve Appropriation
Presenter:	Leslie Beauregard, Director, Budget and Performance Management
Staff Contacts:	Leslie Beauregard, Director, Budget and Performance Management
Title:	<b>Reimbursement from the Thomas Jefferson Planning District Commission for Transportation Enhancement Grant Loan - \$300,000</b>

**Background/Discussion:** On April 21, 2014, City Council approved a short term loan to the Thomas Jefferson Planning District Commission in the amount of \$300,000 to assist them with cash flow related to the management of a Transportation Enhancement Grant that made improvements to the J.P.A./Emmet Street intersection. This loan has been repaid to the City and since the funds were taken from the Capital Improvement Program (C.I.P.) Contingency Account, staff is recommending that the funds be appropriated back into that account. This was the intent also stated in the agenda memo approved in April.

**Alignment with Council Vision Areas and Strategic Plan:** N/A

**Community Engagement:** N/A

**Budgetary Impact:** Once this appropriation is approved, the C.I.P. Contingency Account will have an available balance of approximately \$523,329.

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

**Alternatives:** N/A

**Attachments:** N/A

**APPROPRIATION.**  
**Reimbursement from the Thomas Jefferson Planning District Commission for**  
**Transportation Enhancement Grant Loan.**  
**\$300,000.**

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$300,000, received as a loan repayment from the Thomas Jefferson Planning District Commission be appropriated in the following manner:

**Revenues - \$300,000**

Fund: 426                                      WBS: CP-080                                      G/L Account: 451160

**Expenditures - \$300,000**

Fund: 426                                      WBS: CP-080                                      G/L Account: 599999



# ATTACHMENT 1



## CITY OF CHARLOTTESVILLE, VIRGINIA CITY COUNCIL AGENDA

**Agenda Date:** April 21, 2014

**Action Required:** Approval of Resolution

**Presenter:** James E. Tolbert, AICP, Director of NDS  
David Blount, TJPDC

**Staff Contacts:** James E. Tolbert, AICP, Director of NDS  
Maurice Jones, City Manager

**Title:** **Transportation Enhancement Grant - \$300,000 Cash Flow Loan to TJPDC**

**Background:** Approximately three years ago the Thomas Jefferson Planning District Commission (TJPDC) applied for a Transportation Enhancement Grant on behalf of the City and a private developer of the property at the intersection of JPA and Emmet. The grant was to pay for a realignment of the intersection to increase pedestrian safety.

**Discussion:** This item is before City Council so you can consider a request by the TJPDC for a short term, no interest loan of \$300,000 to assist them with cash flow as they manage the grant. With construction expected to be substantially complete in 90 days, and with reimbursement from VDOT typically lagging 60-90 days behind requests, THPDC would face significant reductions in its cash flow over the short term of this project. Their intent is to repay the loan with the VDOT reimbursements.

**Alignment with City Council Vision and Priorities:** Approval of this agenda item aligns directly with the City Council Vision to be:

- A Smart Citizen Focused Government
- A Connected Community

*City Council Agenda Memo*

*RE: Transportation Enhancement Grant  
\$300,000 Cash Flow Loan to TJPDC*

Page 1 of 4

# ATTACHMENT 1

**Citizen Engagement:** While there has been no direct citizen engagement on this particular item, the project has been the subject of much engagement. When the road improvement was first proposed almost 15 years ago, there were numerous meetings with citizens and the University. Additionally when the Special Use Permit was approved there were neighborhood meetings and a public hearing.

**Budgetary Impact:** If approved, \$300,000 would be paid to the TJPDC from the CIP contingency. Those funds would be repaid within 6 months of the final project completion.

**Recommendation:** Staff recommends approval of the resolution to allocate \$300,000 from the CIP Contingency to the Thomas Jefferson Planning District Commission as a loan for the construction of improvements to the JPA/Emmet Street intersection. These funds will be repaid by the TJPDC with the project reimbursements received from VDOT. A letter agreement between the TJPDC and the City will be executed by the City manager to outline repayment terms.

**Alternatives:** Council could choose not to approve the resolution.

**Attachments:** Resolution  
TJPDC Request Letter  
Approved Plan

# ATTACHMENT 1

## RESOLUTION

### Transportation Enhancement Grant – Cash Flow Loan to TJPDC \$300,000

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

**Transfer From**

\$300,000                  Fund: 426                  WBS: CP-080                  G/L Account: 599999

**Transfer To**

\$300,000                  Fund: 426                  WBS: P-00809                  G/L Account: 599999

**ATTACHMENT 1**  
 *Thomas Jefferson*  
**Planning District Commission**  
*Regional Vision • Collaborative Leadership • Professional Service*

April 7, 2014

Mr. Maurice T. Jones, City Manager  
City of Charlottesville  
605 East Main Street  
PO Box 911  
Charlottesville, VA 22902

RE: Loan Request for Construction Phase of the Emmet/JPA Bicycle and Pedestrian Improvements

Dear Mr. Jones:

In 2011, the Thomas Jefferson Planning District Commission (TJPDC) agreed to serve as the Sponsor for improvements at the Emmet/JPA intersection, at the City's request. TJPDC submitted a successful application for \$300,000 in Transportation Enhancement Program (TEA) grant funding on November 1, 2011. The application included the attached extract of the October 17, 2011 City Council meeting approving the request, and the October 25, 2011 letter from James Tolbert, indicating the City has approved the design, agrees to maintain all improvements in the public right-of-way, supports TJPDC's application, and has appropriated \$75,000 to the project.

As the Sponsor for the project, TJPDC is responsible for all activities necessary to complete the work. TJPDC is also required to administer all aspects of the project, to meet all funding obligation and expenditure timeline requirements, to submit reimbursement requests to the Virginia Department of Transportation (VDOT) and to ensure Civil Rights compliance. The contractor for this project, Digs, Inc., was selected through a competitive bid process and the \$320,050 construction contract, dated March 25, 2014, is in place. Project costs also include inspection and testing, a construction contingency, and staff costs for TJPDC and VDOT, to comprise the full \$375,000 of grant and match funds available.

The construction contract calls for substantial completion within 90 days of the Notice to Proceed (which should occur within the next two weeks) and completion of the project within another 30 days. The contractor will bill TJPDC once per month, with payments to the contractor due within 10 days. A payment to the contractor must be made prior to TJPDC requesting a reimbursement from VDOT for the TEA grant funds. Our experience with reimbursement through VDOT is there is at least a 60-day turnaround from invoice submission to reimbursement; thus we expect 90% to 100% of payments to be made to the contractor prior to receipt of any reimbursement.

Therefore, in order to handle the cash-flow demands of this short-term project, TJPDC requests that the City of Charlottesville provide a no interest loan to TJPDC of \$300,000 for a period of not more than six (6) months. Billie Campbell, Senior Program Manager, and I are glad to address any questions you may have or to provide any additional information you may desire about this project and this request.

Thank you for your consideration of this request.

Sincerely,

Dayid Blount  
Acting Executive Director

Enclosures as noted

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City of Charlottesville    Albemarle County    Fluvanna County    Greene County    Louisa County    Nelson County

401 East Water Street • Post Office Box 1505 • Charlottesville, Virginia 22902-1505  
Telephone (434) 979-7310 • Fax (434) 979 1597 • Virginia Relay Users: 711 (TDD) • email: info@tjpd.org • web: www.tjpd.org



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



Agenda Date:	December 1, 2014
Action Required:	Approve Appropriation
Presenter:	Diane Kuknyo, Director, Dept. of Social Services
Staff Contacts:	Kelly Logan, V.I.E.W. Program Supervisor, Dept. of Social Services Laura Morris, Chief of Administration, Dept. of Social Services Diane Kuknyo, Director, Dept. of Social Services
Title:	<b>Appropriation of Community Development Block Grant Funds for VIEW (Virginia Initiative for Employment not Welfare) Career Training - \$16,500</b>

**Background:**

\$16,500 of the City of Charlottesville's Community Development Block Grant has been designated for VIEW participant career training.

**Discussion:**

This funding will serve residents of the City of Charlottesville who receive Temporary Assistance to Needy Families (T.A.N.F.) and are enrolled in Virginia Initiative for Employment not Welfare (VIEW) through the Department of Social Services. The VIEW program serves parents in households with children up to the age of 18. All participants in the VIEW program are considered low-income with annual incomes below 100% of the federal poverty level for single parent households and below 150% of the federal poverty level for two parent households.

Hospitality/tourism, technology, healthcare, and transportation have been identified as fast-growing career opportunities in the Thomas Jefferson Planning District. This program will offer four separate certification tracks in each of these career sectors. Each track will include industry recognized technical certification. Coupled with this technical training, the program will also contain workshops enhancing soft skills, including customer service training. Soft skills training have been increasingly identified by employers as crucial to job retention.

While clients are enrolled in these series of trainings, Department of Social Services staff will provide ongoing case management support.

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

Approval of this agenda item aligns with Council's vision for the City of Charlottesville to **enhance the self-sufficiency of our residents; promote education and training; and develop a quality workforce.**

**Community Engagement:**

Department staff will work closely with existing, local resources, including:

- Piedmont Virginia Community College (P.V.C.C.) for the Career Readiness Certificate (C.R.C.)
- Charlottesville/Albemarle Technical Education Center (C.A.T.E.C.)
- Virginia Cooperative Extension Office (V.C.E.) for Customer Service training, and ServSafe certification for food safety and handling.
- The American Red Cross for C.P.R. and First Aid training.
- Department of Tourism for Certified Tourism Ambassador certification
- Local employer and workforce partnerships.

**Budgetary Impact:**

The grant funds have been received and will be appropriated into Fund 212.

**Recommendation:**

Staff recommends approval and appropriation of these funds.

**Alternatives:**

If the grant funds are not appropriated, the Department of Social Services will be unable to offer these targeted certification trainings to VIEW participants.

**Attachments:**

N/A



**APPROPRIATION.**

**Community Development Block Grant Funds for VIEW (Virginia Initiative for Employment not Welfare) Career Training.  
\$16,500.**

**WHEREAS**, The City of Charlottesville has received a Community Development Block Grant and a portion of the funding, \$16,500, has been designated for VIEW participant career training.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the sum of \$16,500 is hereby appropriated in the following manner:

**Revenue – \$16,500**

Fund: 212                      Cost Center: 3333002000                      G/L Account: 451022

**Expenditures - \$16,500**

Fund: 212                      Cost Center: 3333002000                      G/L Account: 540060

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



Agenda Date:	December 1, 2014
Action Required:	Appropriation of Funds
Presenter:	Brian Daly, Director, Parks and Recreation
Staff Contacts:	Brian Daly, Director, Parks & Recreation Leslie Beauregard, Director, Budget and Performance Management
<b>Title:</b>	<b>BAMA Works Foundation and LeRoi H. Moore Fund Sponsorship for Parks and Recreation Special Events- \$12,659.04</b>

**Background:**

The Charlottesville Parks & Recreation Department, through a partnership with BAMA Works and the LeRoi H. Moore Fund, has received generous financial sponsorship for several special events offered to the community. The Sunday Sundowns at Washington Park during the summer of 2014, were conducted through \$12,659.04 in direct financial support from the BAMA Works Foundation and the LeRoi H. Moore Fund.

**Discussion:**

Sunday Sundowns is a three-part event at Washington Park for an afternoon of swimming, music, food and community gathering. For each event, Charlottesville Parks & Recreation provided the upfront funds for staff, entertainment and other supplies out of the general fund operating budget. Subsequently, BAMA Works and the LeRoi H. Moore fund provided funding in support of the events. This item requests appropriation of those funds into the cost center budgets that supported the up-front costs for the events.

The appropriation replacement of these funds is necessary because Parks & Recreation has already expended money from the general fund to produce these events.

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

Appropriation of this item aligns with the City Council Visions of America's Healthiest City and a Smart, Citizen-Focused Government. These programs support Goal 5 of the City's Strategic Plan: Foster Strong Connections, and Objective 5.3: Promote Community Engagement

**Community Engagement:**

No specific community engagement occurred in the securing of these sponsorship funds.

**Budgetary Impact:**

If these funds are not appropriated the City's General Fund will cover the costs of these community events and the donation received from Bama Works and the LeRoi H. Moore fund will not have been used as intended. Also, the appropriation of these funds is necessary because Parks & Recreation has already expended money from their general fund operating budget to produce these events.

**Recommendation:**

Staff recommends the appropriation of these funds.

**Alternatives:**

If these funds are not appropriated the City's General Fund will cover the costs of these community events and the donation received from Bama Works and the LeRoi H. Moore fund will not have been used as intended.

**Attachments:**

N/A

**APPROPRIATION.**  
**Special Events Sponsorships.**  
**\$12,659.04.**

**WHEREAS**, the City of Charlottesville, through the Parks & Recreation Department, has received sponsorship funds in the amount of \$12,659.04 from BAMA Works and the Leroi H. Moore Fund for the Sunday Sundowns events,

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

**Revenue**

\$12,659.04	Fund: 105	Cost Center: 2000121	G/L Account: 451020
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**Expenditures**

\$2,572.00	Fund: 105	Cost Center: 3631001000	G/L Account: 510030
\$1,920.00	Fund: 105	Cost Center: 2000121	G/L Account: 510030
\$8,167.04	Fund: 105	Cost Center: 2000121	G/L Account: 520600

**BE IT FURTHER RESOLVED**, that future payments and contributions from BAMA Works and the LeRoi H. Moore Fund will be hereby considered as a continuing appropriation and immediately available for the Parks & Recreation Department to fund community special events, or other activities otherwise directed by the donor.

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CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA



Agenda Date:	December 1, 2014
Action Required:	Approve Appropriation Request
Presenter:	Diane Kuknyo, Director, Department of Social Services
Staff Contacts:	Diane Kuknyo, Director, Department of Social Services Laura Morris, Chief of Administration, Department of Social Services
Title:	<b>Medicaid/F.A.M.I.S. Renewal Application Processing Appropriation - \$12,690</b>

**Background:**

The Virginia Department of Social Services is allocating one-time funding in the amount of \$12,690 to address the backlog of Medicaid/F.A.M.I.S. (Family Access to Medical Insurance Security) renewal applications. This funding will reimburse local departments of social services for extra hours worked to reduce the number of pending Medicaid/F.A.M.I.S. renewals. As of September 16, 2014, there were 45,219 overdue Medicaid/F.A.M.I.S. renewal applications state-wide.

**Discussion:**

The Charlottesville Department of Social Services has 282 overdue Medicaid/F.A.M.I.S. renewal applications and will use the funding to offer overtime opportunities to benefits staff to focus specifically on the identified overdue applications.

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

Approval of this agenda item aligns with Council's vision for the City of Charlottesville to **be a smart, citizen-focused government that works to employ the optimal means of delivering quality services.**

**Community Engagement:**

Department staff work directly with citizens to provide social services, protect vulnerable children and adults, and promote self sufficiency.

**Budgetary Impact:**

This request has no impact on the General Fund. Funds will be appropriated into the Social Services Fund.

**Recommendation:**

Staff recommends approval and appropriation of these funds.

**Alternatives:**

If the funds are not appropriated, the department will not be able to provide targeted overtime opportunities to focus on the identified Medicaid/F.A.M.I.S. renewal applications. Funds that are not appropriated will need to be returned to the Virginia Department of Social Services.

**Attachments:**

N/A



**APPROPRIATION.**  
**Medicaid/F.A.M.I.S. Overdue Application Processing.**  
**\$12,690.**

**WHEREAS**, The Charlottesville Department of Social Services has received funding in the amount of \$12,690 to be used for processing Medicaid and F.A.M.I.S. (Family Access to Medical Insurance Security) renewal applications.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the sum of \$12,690 is hereby appropriated in the following manner:

**Revenue – \$12,690**

Fund: 212                      Cost Center: 9900000000                      G/L Account: 430080

**Expenditures - \$12,690**

Fund: 212                      Cost Center: 3301005000                      G/L Account: 510060

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

<b>Agenda Date:</b>	December 15, 2014
<b>Action Required:</b>	Approval and Appropriation
<b>Presenter:</b>	Erica Goode, Recreation Program Manager
<b>Staff Contacts:</b>	Erica Goode, Recreation Program Manager Leslie Beauregard, Director, Budget and Performance Management
<b>Title:</b>	<b>Virginia Department of Health Special Nutrition Program Child and Adult Care Food Program - \$32,000</b>

**Background:**

The City of Charlottesville, through Parks and Recreation, has received approval for reimbursement up to \$32,000 from the Virginia Department of Health-Special Nutrition Program to provide free dinner to children 18 and under attending our drop-in afterschool programs through their Child and Adult Care Food Program

**Discussion:**

Charlottesville Parks and Recreation will operate an afterschool meals program for 36 weeks, during the course of the regular school year. There are currently 5 locations, Friendship Court, Greenstone on 5<sup>th</sup>, South First Street, Tonsler and Westhaven Community Centers that serve children 18 years and under. An educational/enrichment component is planned along with dinner. Dinner will be served from 4:30-7pm at various locations. The Virginia Department of Health-Special Nutrition Program provides a free nutritious dinner for these children. Most of the children served receive free or reduced meals during the school year. Over 350 children will be served each week during the months of September-May. This program was piloted in the Spring of 2014.

The \$32,000 appropriation covers the cost of food for the Child and Adult Care Food Program. The dinners are purchased through the City of Charlottesville School Food Service. The Parks and Recreation Department pays the bills to the City of Charlottesville Food Service and is then reimbursed by the Virginia Department of Health Special Nutrition Programs.

**Community Engagement:**

N/A

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

Approval of this agenda item aligns directly with Council's vision for Charlottesville to be America's Healthiest City and it contributes to Goal 2 of the Strategic Plan. Be a safe, equitable, thriving, and beautiful community. Children will receive a nutritious dinner, hopefully replacing a meal that did not exist or providing a healthier balanced option for them.

**Budgetary Impact:**

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

**Recommendation:**

Staff recommends approval & appropriation of funds

**Alternatives:**

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

## **APPROPRIATION**

### **Virginia Department of Health Special Nutrition Program Child and Adult Care Food Program \$32,000**

**WHEREAS**, the City of Charlottesville, through Parks and Recreation, has received approval for reimbursement up to \$32,000 from the Virginia Department of Health Special Nutrition Program to provide free dinner to children attending select drop-in afterschool centers; and

**WHEREAS**, the grant award covers the period from period October 1, 2014 through September 30, 2015;

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that the sum of \$32,000, received from the Virginia Department of Health Special Nutrition Program is hereby appropriated in the following manner:

#### **Revenue – \$32,000**

Fund: 209                      Internal Order: 1900230                      G/L Account: 430120

#### **Expenditures - \$32,000**

Fund: 209                      Internal Order: 1900230                      G/L Account: 530670

**BE IT FURTHER RESOLVED**, that this appropriation is conditioned upon the receipt of \$32,000 from the Virginia Department of Health Special Nutrition Program.

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CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA



Agenda Date: December 1, 2014

Action Required: Approve Changes to City Code Chapter 22 (Procurement)

Presenter: Jennifer Stieffenhofer, Procurement and Risk Manager

Staff Contacts: Jennifer Stieffenhofer, Finance Department, Procurement & Risk Management Division

**Title: City Code Changes – Chapter 22 - Procurement**

**Background:** The Procurement section of the City of Charlottesville *Code of Ordinances* was last updated in 2004. Since that time, the Virginia General Assembly has made changes to the Code of Virginia, specifically the *Virginia Public Procurement Act*, and elements of the Procurement section of City Code are no longer consistent with the *Virginia Public Procurement Act*. In addition, the Commonwealth and many other public agencies have increased their small purchase threshold. In 2000, the Commonwealth increased its small purchase threshold from \$30,000 to \$50,000, and in 2011 the Commonwealth increased its small purchase threshold to \$100,000.

The City of Charlottesville's small purchase threshold is \$30,000. Following is how Charlottesville compares to other public agencies in Charlottesville:

Agency	Small Purchase Threshold
Albemarle County	\$50,000
Albemarle County Schools	\$50,000
Charlottesville City Schools	\$100,000
Rivanna Water and Sewer Authority	\$100,000
Commonwealth of Virginia agencies in Charlottesville	\$100,000

**Discussion – Increasing the City's Small Purchase Threshold:** Request approval to increase the small purchase threshold from \$30,000 to \$50,000 with implementation effective 3/1/2015.

If the City's small purchase threshold is increased from \$30,000 to \$50,000, this will enable the City to implement an efficient competitive procurement process that is less cumbersome and more expedient for purchases that fall within this dollar range. The City currently has small purchase procedures in place for purchases \$30,000 and below. The increase in the small purchase threshold will:

- Provide a competitive environment for small purchases, but reduce procurement lead time because:
  - Small purchases do not require a minimum 10 day posting period which means the procurement process for these purchases will have a faster turnaround time.

- Vendor responses to small purchase requests can be received more efficiently by email, fax, etc. vs. sealed and delivered in person or by mail which is required for larger purchases.
- Provide a less complex process for vendors.
  - Vendor responses to small purchase requests are generally less complex, contain fewer terms and conditions, and are easier for a potential bidder to respond to.
- Provides an increased threshold for the City’s small purchase procedures which will be applied to the City’s Disadvantaged Business Enterprise Program which facilitates participation of small businesses and businesses owned by women, minorities, and service disabled veterans in the City’s procurement transactions.

Additional Information:

The City’s single quote limit is currently \$2,500. Although increasing this single quote limit does not require a City Code change, it does require approval of the City Manager. It is the intent of the Purchasing Manager to request approval of the City Manager to increase the single quote limit from \$2,500 to \$5,000 for the City, with a lower single quote limit of \$3,000 for Charlottesville Area Transit (CAT). The \$3,000 single quote limit for CAT aligns with the requirements of their Federal Transit Administration funding requirements. A single quote limit of \$5,000 for the City will align the City with other public agencies. Following is how Charlottesville compares to other public agencies in Charlottesville:

Agency	Single Quote Threshold
Albemarle County	\$5,000
Albemarle County Schools	\$5,000
Charlottesville City Schools	\$2,500
Rivanna Water and Sewer Authority	\$5,000
Commonwealth of Virginia agencies in Charlottesville	\$5,000

Following is a sample of other Virginia public agencies that have a single quote limit of \$5,000:

Agency	Single Quote Threshold
City of Harrisonburg	\$5,000
Orange County	\$5,000
City of Richmond	\$5,000
Chesterfield County	\$5,000
City of Alexandria	\$5,000
Goochland County	\$5,000

**Discussion – Changes to Chapter 22 of City Code for Consistency with State Code and for Efficiency:** Several minor amendments are proposed to update Chapter 22 to reflect recent changes to the Code of Virginia. Minor changes to Section 22-5(11) to increase efficiency in the procurement of natural gas, and to Section 25-6 to allow additional authority for the purchasing manager to negotiate with a lowest responsible bidder to bring a contract price within budget.



**Alignment with City Council's Vision and Priority Areas:** The changes to Chapter 22 of the City of Charlottesville Code of Ordinances align with Council's vision for Charlottesville to be a Smart, Citizen-Focused Government. It contributes to Goal 4 of the Strategic Plan, Be a well-managed and successful organization, and objective 4.2, maintain strong fiscal policies.

**Budgetary Impact:** There is no anticipated impact on the General Fund. Departments will continue to be obligated to ensure any contracts are within their budget.

**Recommendation:** Staff recommends approval of these ordinance changes.

**Alternatives:** If the ordinance change is not approved, the City cannot implement the efficiency improvements planned for purchases \$30,000 - \$50,000, and elements of Chapter 22 of the City Code of Ordinances will be inconsistent with State Law.

**Attachment:** Proposed Ordinance.

AN ORDINANCE  
AMENDING AND REORDAINING CHAPTER 22 (CITY PROCUREMENT OF GOODS  
AND SERVICES FROM NON-GOVERNMENTAL SOURCES) OF THE  
CODE OF THE CITY OF CHARLOTTESVILLE, 1990, AS AMENDED.

BE IT ORDAINED by the Council for the City of Charlottesville, Virginia, that Sections 22-1, 22-4, 22-5, 22-6 and 22-32 of Chapter 22 of the Charlottesville City Code, 1990, as amended, are hereby amended and reordained, as follows:

CHAPTER 22. CITY PROCUREMENT OF GOODS AND SERVICES  
FROM NON-GOVERNMENTAL SOURCES

ARTICLE I. In General

**Sec. 22-1. Findings; purpose.**

The purpose of this chapter is to supplement the provisions of the Virginia Public Procurement Act (Code of Virginia, § ~~2.2-4300~~~~41-35~~ et seq., as amended), by enunciating the city's policies pertaining to governmental procurement from nongovernmental sources, to encourage competition among vendors and contractors, to provide for the fair and equitable treatment of all persons involved in public purchasing by the city, to maximize the purchasing value of public funds in procurement so that high quality goods and services may be obtained at the lowest possible price, and to increase public confidence in procurement practices by providing safeguards for maintaining a procurement system of quality and integrity.

...

**Sec. 22-4. Methods of procurement authorized.**

(a) All city contracts with nongovernmental contractors for the purchase or lease of goods, or for the purchase of services (including construction services) or insurance, shall be awarded after competitive sealed bidding or competitive negotiation, unless otherwise authorized by the Virginia Public Procurement Act or this chapter.

(b) Goods, non-professional services, and insurance shall be procured by competitive sealed bidding.

(1) Upon a written determination, made in advance by the purchasing manager, that competitive sealed bidding is either not practicable or not fiscally advantageous to the public, goods, services, or insurance may be procured by competitive negotiation. The writing shall document the basis for this determination.

(2) Upon a written determination, made in advance by the purchasing manager, that competitive negotiation is either not practicable or not fiscally advantageous,

insurance may be procured through a licensed agent or broker. The licensed agent or broker shall be selected in the manner provided for the procurement of things other than professional services using a competitive negotiations process.

(c) Construction services shall be procured by competitive sealed bidding. However, upon a written determination, made in advance by the purchasing manager, that competitive sealed bidding is either not practicable or not fiscally advantageous to the public, the following construction services may be procured by competitive negotiation:

~~(1) Contracts for the construction, alteration, repair, renovation or demolition of buildings, when such contract is not expected to cost more than one million dollars (\$1,000,000.00), or~~

~~(2)(1) Contracts for the construction of public streets and any draining, dredging, excavation, grading or similar work upon real property-, or~~

~~(2) For design-build and construction management contracts as provided in § 2.2-4308 of the Code of Virginia.~~

The purchasing manager's determination shall document the basis for his determination.

(d) Upon a written determination, made in advance by the purchasing manager, that there is only one (1) source practicably available for that which is to be procured, a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiation. The writing shall document the basis for this determination. The purchasing manager shall issue a written notice stating that only one (1) source was determined to be practicably available, and identifying that which is being procured, the contractor selected, and the date on which the contract was or will be awarded. This notice shall be posted [on the City's website](#). [In addition, the notice may be posted](#) in a designated public area or published in a newspaper of general circulation on the day the city awards or announces its decision to award the contract, whichever occurs first. ~~Public notice may also be published on the city's website.~~

(e) In case of emergency, a contract may be awarded without competitive sealed bidding or competitive negotiation; however, such procurement shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be prepared by the procurement manager and included in the contract file. The purchasing manager shall issue a written notice stating that the contract is being awarded on an emergency basis, and identifying that which is being procured, the contractor selected, and the date on which the contract was or will be awarded. This notice shall be posted [on the City's website](#). [In addition, the notice may be posted](#) in a designated public area or published in a newspaper of general circulation on the day the city awards or announces its decision to award the contract, whichever occurs first, or as soon thereafter as is practicable. ~~Public notice may also be published on the city's website.~~

(f) The purchasing manager may establish written procedures, approved by the city manager, for single- or term-contracts for goods, services and professional services, if the aggregate or the sum of all amounts to be paid to the contractor during performance is not expected to exceed ~~thirty-fifty~~ thousand dollars (\$~~350,000.00~~) ("small purchase procedures"). Such small purchase procedures shall provide for competition wherever practicable.

(g) Upon a determination made in advance by the purchasing manager and set forth in writing that the purchase of goods, products or commodities from a public auction sale is in the best interests of the public, such items may be purchased at the auction, including online public auctions. The writing shall document the basis for this determination. However, bulk purchases of commodities used in road and highway construction and maintenance, and aggregates, shall not be made by online public auctions.

(h) The purchase of goods or nonprofessional services, but not construction or professional services, may be made by reverse auctioning. However, bulk purchases of commodities used in road and highway construction and maintenance, and aggregates, shall not be made by reverse auctioning.

(i) The city may participate in, sponsor, conduct, or administer a cooperative procurement agreement on behalf of or in conjunction with one (1) or more other public bodies, or public agencies or institutions or localities of the several states, of the Commonwealth of Virginia, of the United States or its territories, the District of Columbia, or the U.S. General Services Administration, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. ~~Except for contracts for professional services, a~~ public body may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the request for proposal or invitation to bid specified that the procurement was being conducted on behalf of other public bodies, ~~except for:~~

(1) Contracts for architectural or engineering services; or

(2) Construction in excess of \$200,000 by a local public body from the contract of another local public body that is more than a straight line distance of 75 miles from the territorial limits of the local public body procuring the construction. The installation of artificial turf or other athletic surfaces shall not be subject to the limitations prescribed in this subsection. Nothing in this subsection shall be construed to prohibit sole source or emergency procurements awarded pursuant to subsections (d) and (e) of this section.

(j) No contract for the construction of any building or for an addition to or improvement of an existing building by the city or any of its agencies, boards or departments for which state funds of not more than ~~thirty-fifty~~ thousand dollars (\$~~350,000.00~~) in the aggregate or for the sum of all phases of a contract or project either by appropriation, grant-in-aid or loan, are

used or are to be used for all or part of the cost of construction, shall be let except after competitive sealed bidding or competitive negotiation.

(k) Upon a determination made in advance by the purchasing manager and set forth in writing that neither competitive sealed bidding nor competitive negotiations would be practicable or fiscally advantageous to the city, the city in its capacity as a utility operator may purchase services through or participate in contracts awarded by one (1) or more utility operators that are not public bodies for utility marking services as required by the Underground Utility Damage Prevention Act (§ 56-265.14 et seq. of the Code of Virginia), provided that the purchasing manager certifies in writing that the contract has been awarded based on competitive principles.

#### **Sec. 22-5. Exemption for certain transactions.**

The provisions of this chapter shall not apply to:

- (1) Contracts for the acquisition of motor vehicles for sale or transfer to temporary assistance to needy families (TANF) recipients.
- (2) Contracts for goods or personal services for direct use by recipients of the following programs, if the procurement is made for an individual recipient: public assistance and social services programs, as defined in § 63.2-100 of the Virginia Code, or the Virginia Juvenile Community Crime Control Act (§ 16.1-309.2 et seq. of the Virginia Code). Contracts for the bulk procurement of goods or services for the use of such recipients are not exempt from the requirement of competitive procurement.
- (3) A procurement transaction that involves the expenditure of federal assistance or contract funds, the receipt of which is conditioned upon compliance with mandatory requirements in federal laws or regulations not in conformance with the provisions of this chapter. Under these circumstances the city may comply with such federal requirements, notwithstanding the provisions of this chapter, upon the written determination of the city manager that acceptance of the grant or contract funds under the applicable conditions is in the public interest. Such determination shall state the specific provision of this chapter in conflict with the conditions of the grant or contract.
- (4) Contracts for the purchase of goods or services that are produced or performed by persons, or in schools or workshops, under the supervision of the Virginia Department for the Blind and Vision Impaired, ~~nonprofit sheltered workshops, or other nonprofit organizations~~ employment services organizations that offer transitional or supported employment services serving the handicapped individuals with disabilities.
- (5) Contracts for the purchase of legal services, expert witnesses or other services associated with litigation or regulatory proceedings;

- (6) The Charlottesville Economic Development Authority may enter into contracts without competition with respect to any item of cost of "authority facilities" or "facilities" as defined within § 15.2-4902 of the Virginia Code.
- (7) Contracts for insurance or electric utility services purchased through an association of which the city is a member, if the association was formed and is maintained for the purpose of promoting the interest and welfare of and developing close relationships with similar public bodies, provided such association has procured the insurance or electric utility services by use of competitive principles and provided that the city's purchasing manager has made a written determination in advance, after reasonable notice to the public, that competitive sealed bidding and competitive negotiation are not fiscally advantageous to the public. The written determination shall document the basis for this determination.
- (8) Contracts for police services, when the chief of police certifies in writing to the purchasing manager that such services are needed for undercover police operations.
- (9) Contracts extending the time for performance of existing contracts, to allow completion of any work undertaken but not completed during the original term of the contract.
- (10) Contracts for essential election materials and services.
- (11) Contracts, and modifications of existing contracts, with the Columbia Gas Transmission Corporation, its successors or assigns, ~~for the purchase of natural gas at prices established by federal regulation,~~ for the transportation of gas purchased from others, or for natural gas storage services; and contracts with sources other than Columbia Gas Transmission Corporation for such portions of the city's natural gas requirements as may be so obtained under existing applicable federal regulations; and contracts with Columbia Gas Transmission Corporation or other pipelines for the transportation of gas supplies. Contracts exempt from competitive procurement pursuant to this subsection shall be subject to the following:
  - a. No contract for the purchase of natural gas from sources other than Columbia Gas Transmission Corporation shall be valid unless the director of public works (or designee) certifies to the purchasing manager that the price for such gas, including applicable transportation charges, is the lowest of no fewer than three (3) telephone price quotations or a single quote based on a published index price (such as NYMEX) obtained by the gas division before entering into such contract.
  - b. The gas division shall maintain a list of all responsible bidders able to deliver natural gas supplies to the Columbia Gas system for transportation to the city, who have requested to be contacted when the city is proposing

to enter into contracts for purchases of its gas supply. The bidders to be called for quotations on any single contract shall be chosen at random from the names on such list; provided, however, that any current supplier may be asked for a new price quotation for a renewal of an existing contract.

- c. The terms of any contract entered into pursuant to this subsection shall be summarized in a notice to be posted by the purchasing manager in a location lawfully designated for display of public notice of a contract award, pursuant to the Virginia Public Procurement Act. Such notice shall identify the price being paid to the current contractor as well as the price quotations obtained from other prospective contractors.
- d. Nothing contained in this section shall be deemed to prohibit the city from refusing to contract for gas purchases from any source of supply reasonably believed to be unreliable during a proposed contract period due to potential adverse weather or other reasonably foreseeable operating conditions.

#### **Sec. 22-6. Negotiation with the lowest responsible bidder.**

Unless canceled or rejected, a responsive bid from the lowest responsible bidder in a competitive sealed bidding process shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds then the city may negotiate with the low bidder to obtain a contract price within available funds. If the city wishes to negotiate with the low bidder to obtain a contract price within available funds, negotiations shall be conducted in accordance with the following procedures:

- (1) The using department shall provide the purchasing manager with a written determination that the apparent low bid exceeds available funds. Such determination shall be confirmed in writing by the director of finance or his designee. The using department shall also provide the purchasing manager with a suggested reduction in scope ~~for the proposed purchase~~ or other suggested bid modification(s) to obtain a contract price within available funds.
- (2) The purchasing manager or designee shall advise the lowest responsible bidder in writing that the proposed purchase exceeds available funds. He shall further suggest a reduction in scope or other bid modification(s) for the proposed purchase and invite the lowest responsible bidder to amend its bid based upon the proposed reduction in scope or other bid modification(s).
- (3) Informal discussions shall be commenced with the low bidder, and repetitive informal discussions for the purposes of obtaining a contract within available funds shall be permissible.

- (4) The low bidder shall submit an addendum to its bid, which addendum shall include the change in scope for the proposed purchase, the reduction in price and the new contract value. If the addendum is acceptable to the city the city may award a contract within funds available to the lowest responsible bidder based upon the amended bid proposal.
- (5) If the city and the lowest responsible bidder cannot negotiate a contract within available funds, all bids shall be rejected.

## **ARTICLE II. Administration**

### **Sec. 22-32. Powers and duties of purchasing manager.**

- (a) The purchasing manager shall:
  - (1) Ensure that the city may obtain high quality goods and services at a reasonable cost.
  - (2) Oversee all of the city's procurement transactions, to ensure that all procurement procedures are conducted in a fair and impartial manner and in accordance with the requirements of this chapter and applicable state laws.
  - (3) Establish written procedures for approval by the city manager:
    - a. Governing the conduct of procurement transactions in accordance with the requirements of this chapter and applicable state law;
    - b. Providing a process by which comments concerning specifications or other provisions in invitations to bid or requests for proposals can be received and considered prior to the time set for receipt of bids or proposals or award of a contract;
    - c. Governing pre-qualification of prospective contractors for particular types of supplies, services, insurance, or construction, and for consideration of bids or proposals limited to such pre-qualified contractors;
    - d. Providing a process for debarment of prospective contractors from contracting with the city for particular types of supplies, services, insurance or construction, consistent with the provisions of section 22-7 of this chapter;
    - e. Providing for the conduct of small purchase procedures; and



- f. Providing a procedure for the consideration of claims submitted by a contractor pursuant to § 2.2-4363 of the Virginia Code.
- (4) Accept surplus property from city departments. The purchasing manager may transfer such property to other departments where appropriate and shall endeavor to sell the remainder. Sales of surplus property shall be on the basis of competitive bids whenever practicable.
  - (5) Establish programs, manuals and forms, as he deems necessary to facilitate and implement the provisions of this chapter and of any regulations approved by the city manager.
  - (6) Delegate authority to purchase specified goods, services, insurance or construction to other city officials, upon a determination set forth in writing that such delegation is necessary for the effective procurement of those items.
  - (7) Establish programs to facilitate the participation of small businesses and businesses owned by women and minorities in procurement transactions, which programs may include cooperation with the Virginia Department of Minority Business Enterprise, the Virginia Department of Transportation, the United States Small Business Administration, and other public or private agencies, and oversee any process of compliance and certification of any federal Disadvantaged Business Enterprise (DBE) requirements applicable to the city as a result of the receipt of federal grant funding.
  - (8) Ensure compliance with applicable provisions of the Fair Employment Contracting Act (§ 2.2-4200 et seq. of the Code of Virginia) and of the Information Technology Access Act (§ 2.2-3500 et seq. of the Code of Virginia) and other provisions of state law which may be applicable to specific procurement transactions of the city.
  - (9) Perform such other functions and duties as may be assigned to him by the city manager.
- (b) The purchasing manager may establish a written administrative procedure to govern the hearing of protests of a decision to award, or an award; appeals from refusals to allow withdrawal of a bid; appeals from disqualifications and determinations of non-responsibility; appeals from decisions on disputes arising during the performance of a contract; or any of these. Such administrative procedure shall be consistent with the requirements of § 2.2-4365 of the Code of Virginia, and shall be approved by the city manager and the city attorney.

**Cross reference**— Transfer of unclaimed property to purchasing agent or director of finance, Sec. 20-58; sale or transfer of unclaimed property to city department or agency, Sec 20-59; procedure for donating city property in excess of one hundred dollars, Sec. 2-98.

**State law reference**— Provisions relating to surplus property, Code of Virginia, §§ 2.2-1124, 15.2-951, and 15.2-953.

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



Agenda Date:	December 15, 2014
Action Required:	Presentation
Presenter:	Satyendra Huja, Mayor
Staff Contacts:	Maurice Jones, City Manager
<b>Title:</b>	<b>State of the City Presentation</b>

**Background:**

Mayor Satyendra Huja will provide, through a PowerPoint presentation, a review of the City's activities from the past year. The Mayor will spend time highlighting achievements from each of the City Council's vision areas:

**Economic Sustainability**  
**A Center for Lifelong Learning**  
**Quality Housing Opportunities for All**  
**C'Ville Arts and Culture**  
**A Green City**  
**America's Healthiest City**  
**A Connected Community**  
**A Community of Mutual Respect**  
**Smart, Citizen Focused Government**

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

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

**City of Charlottesville Strategic Plan:**

- **VISION**  
To be one community filled with opportunity
  
- **MISSION**  
To provide services and facilities that promote an excellent quality of life for everyone in our community

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# CITY COUNCIL AGENDA

## CITY OF CHARLOTTESVILLE, VIRGINIA



<b>Agenda Date:</b>	December 15, 2014
<b>Action Required:</b>	Approval of Resolution
<b>Presenter:</b>	Jim Tolbert, AICP, Director, NDS
<b>Staff Contacts:</b>	Jim Tolbert, AICP, Director, NDS
<b>Title:</b>	<b>Funds Transfer from Capital Improvement Program Contingency for Downtown and University Avenue Lighting Survey - \$97,366.50</b>

**Background:** Several months ago, after a series of meetings held with the community about issues related to the downtown area and the mall, staff was asked to investigate improvements to lighting in the area. What we have discussed is that lighting has been added incrementally though the years with no overall plan or standard to achieve. The lighting is a mixture of lights owned by the City and Dominion Virginia Power.

Lighting in neighborhoods around the University of Virginia is also a concern. The recently created Community Safety Advisory Committee has identified lighting in off-grounds housing areas as a significant issue.

**Discussion:** Attached is a task order proposal from RK&K to perform a lighting study of areas around the downtown and in off-grounds housing areas. The tasks to be accomplished in this work include:

### Develop "Standard" Lighting Application

1. Identify Lighting Criteria
  - a. Determine which facilities or facility types should have continuous or non-continuous lighting
  - b. Determine appropriate light levels for facilities
  - c. Review Illuminating Engineering Society (IES) publications
  - d. Review VDOT publications
2. Define Desirable Lighting Characteristics by Facility
  - a. Mark facilities on aerial and GIS mapping

- b. Develop graphic or tables to document each facility by type of lighting characteristics.
3. Produce Summary Memo
  - a. Summarize criteria and desirable lighting characteristics including summary map and/or table.

#### Field Assessment

1. Develop Maps and Field Work Checklists
2. Perform field assessment
  - a. Measure existing light readings with meter over the course of multiple nights between 2 hours after sundown and 2 hours before sunrise.
  - b. Register ambient light readings over the course of multiple nights to develop average readings in locations along each street, measuring areas of higher light and lower light along these routes.
  - c. Perform field observations and photographic records of light fixtures and determine, to the extent possible, areas that are or are not Dark Skies compliant. This mainly consists of identifying fixtures where the lamp obviously emits light above the horizontal plane. Lighting fixtures will be reviewed with the City Traffic Engineer where lighting fixture types cannot be determined visually to further determine compliance with Dark Skies requirements, where possible. No readings will be performed to record this compliance.
3. Field documentation and review. Create maps of lighting records.

#### Improvement Plan

1. Develop a report prioritizing the findings into 3 tiers: high priority, medium priority and low priority, based on field readings with recommendations for planned improvements.
2. Include design costs for priority 1 (highest priority) locations with preliminary construction costs (on a per pole basis) for entire area in the Improvement Plan Report.
3. Provide a preliminary report to the City for review, including maps of the findings. Meet with the City and review the findings and recommendations. Revise report and maps based on comments from the City.
4. Provide a final report and recommendations, along with maps of the findings, to the City for use in briefing City Council and the public. Attend one City Council meeting in support of City Staff where the findings and recommendations are reviewed with Council. Maps will be notated and suitable for public review.

#### Intersection Lighting – Preliminary Design

1. Develop preliminary intersection lighting recommendations for 15 selected intersections.
2. Obtain City GIS mapping and prepare base mapping from GIS for each intersection.
3. Perform Photometric Analysis for each intersection location.
4. Prepare preliminary lighting layout plans based on the photometric analysis. Prepare preliminary cost estimates for each intersection improvement. This will include field visits to each location to determine general location of existing features.

5. Submit plans and estimates for these intersection locations to the City for review, and assist in planning future design and construction costs and timing.

The cost to complete the study is \$97,366.50; the downtown portion is \$58,920.25, and the off-grounds housing area is \$38,446.25. Discussions are ongoing with Patrick Hogan, Executive Vice President for UVA, to determine if the University will consider funding \$38,446.25 for this effort.

**Community Engagement:** Community engagement on this issue has occurred on many occasions. There were a number of meetings on the downtown issues, and the Community Safety Advisory Committee has held several meetings.

**Alignment with Council Vision Areas and Strategic Plan:** This agenda aligns with the Council vision to be a Smart Citizen-Focused Government. It also aligns with the Strategic Plan goal to be a safe, equitable, thriving and beautiful community.

**Budgetary Impact:** The cost to perform this work is \$97,366.25 with the University of Virginia to potentially contribute \$38,446.25. Funds will come from the Capital Improvement Program Contingency account with the contribution from UVA to be appropriated back to the account when received. Funds will be transferred into the Traffic capital project account. The current balance in the Capital Improvement Program Contingency account is \$643,329.

**Recommendation:** Staff recommends approval of the attached resolution.

**Alternative:** Council could choose to only perform the lighting study in one of the areas or to do neither.

**Attachment:** Scope of Work

**RESOLUTION**

**Transfer of Funds from Capital Improvement Program Contingency for Lighting Survey for  
Downtown and University Avenue  
\$97,366.50**

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

**Transfer From - \$97,366.50**

Fund: 426      Cost Center 1601001000      WBS: CP-080      G/L Account: 599999

**Transfer To - \$97,366.50**

Fund: 426      Cost Center 3901221000      WBS: SS-008      G/L Account: 599999

**BE IT ALSO RESOLVED** that funds received from UVA for reimbursement of expenses related to this project, will be hereby appropriated back into the Capital Improvement Program Contingency account CP-080.

Be it also resolved that the scope of consultant work should include a city neighborhood and engagement component, inclusive of comments from past Towb Hall and public events, and implementation and maintenance plan,

and that the final \_ be contingenet upon a signed letter of agreeenent from UVA agreeing to pay for the University study area.



**SCOPE OF ENGINEERING SERVICES**  
**City of Charlottesville**  
**Task Order No. 14**  
**City of Charlottesville Lighting Study**

Task Order No. 14 will be completed in accordance with the following Scope of Services and the standard provisions of our contract with the City of Charlottesville.

**BACKGROUND / UNDERSTANDING**

The scope of services detailed herein, generally consists of a review of lighting standards and applications with the City, performing lighting field assessments within the areas noted, developing a prioritized improvement plan, and developing photometric lighting details at selected intersections. This scope is consistent with the requested services by The City of Charlottesville.

**PROJECT SCOPE**

This proposal outlines the design and field assessment tasks necessary for performance of the City of Charlottesville Lighting Study which will incorporate Area A, Downtown (including all streets within a boundary of High Street, 9<sup>th</sup> Street, Monticello Avenue and Ridge / McIntire, including the Downtown Mall and all crossing pedestrian streets) and Area B, University of Virginia (including all streets within a boundary of University Circle, Grady Avenue, 10<sup>th</sup> Street NW, West Main Street, University Avenue and Emmet Street). Also included are the highlighted intersections along Market Street and Water Street in the Downtown area. See attached maps for details. This effort will involve coordination with the City review lighting standards, collect field data to measure existing light readings, develop a preliminary priority plan and the preliminary lighting layout design of the selected intersections. The anticipated elements to be provided include the following:

**A. *Develop "Standard" Lighting Application***

1. Identify Lighting Criteria
  - a. Determine which facilities or facility types should have continuous or non-continuous lighting
  - b. Determine appropriate light levels for facilities
  - c. Review IES publications
  - d. Review VDOT publications
2. Review other applicable publications
3. Attend Meeting with City to determine areas of focus for lighting criteria. At this meeting, the City will provide locations where it is believed light levels are sufficient or acceptable. Light readings will be taken at these locations for the purpose of comparison with the applicable standards as well as providing a basis of comparison with respect to the light readings we obtain within the study areas.
  - a.
4. Define Desirable Lighting Characteristics by Facility
  - a. Mark facilities on aerial and GIS mapping
  - b. Develop graphic or tables to document each facility by type of lighting characteristics
5. Produce Summary Memo
  - a. Summarize criteria and desirable lighting characteristics including summary map and/or table
6. Meet with City to review the planned activities and upcoming field evaluations.

**B. Field Assessment**

1. Develop Maps and Field Work Checklists
2. Perform field assessment
  - a. Measure existing light readings with meter over the course of multiple nights between 2 hours after sundown and 2 hours before sunrise.
  - b. Register ambient light readings over the course of multiple nights to develop average readings in locations along each street, measuring areas of higher light and lower light along those routes.
  - c. Perform field observations and photographic records of light fixtures and determine, to the extent possible, areas that are or are not Dark Skies compliant. This mainly consists of identifying fixtures where the lamp obviously emits light above the horizontal plane. Lighting fixtures will be reviewed with the City Traffic Engineer where lighting fixture types cannot be determined visually to further determine compliance with Dark Skies requirements, where possible. No readings will be performed to record this compliance.
3. Field documentation and review. Create maps of lighting records.

**C. Improvement Plan**

1. Develop a report prioritizing the findings into 3 tiers, high priority, medium priority and low priority, based on field readings with recommendations for planned improvements
2. Include design costs for priority 1 (highest priority) locations with preliminary construction costs (on a per pole basis) for entire area in the Improvement Plan Report.
3. Provide a preliminary report to the City for review, including maps of the findings. Meet with the City and review the findings and recommendations. Revise report and maps based on comments from the City.
4. Provide a final report and recommendations, along with maps of the findings, to the City for use in briefing City Council and the public. Attend one City Council meeting in support of City Staff where the findings and recommendations are reviewed with Council. Maps will be notated and suitable for public review.

**D. Intersection Lighting - Preliminary Design**

1. Develop preliminary intersection lighting recommendations for the 15 selected intersections.
2. Obtain City GIS mapping and prepare base mapping from GIS for each intersection.
3. Perform Photometric Analysis for each intersection location.
4. Prepare preliminary lighting layout plans based on the photometric analysis. Prepare preliminary cost estimates for each intersection improvement. This will include field visits to each location to determine general location of existing features.
5. Submit plans and estimates for these intersection locations to the City for review and assist in planning future design and construction costs and timing.

## **EXCLUDED ITEMS**

RK&K anticipates the following items will be excluded from this work at this time (RK&K can provide these services should they become necessary):

- Construction-Ready Intersection or Street Lighting Plans (Final Design)
- Detailed Photometric Analysis of streets other than the intersections identified in this Scope of Work.

## **SCHEDULE**

RK&K anticipates the following schedule for this task order:

Notice to Proceed	November 7, 2014
Complete Task 1	3 weeks after NTP
Complete Task 2	10 weeks after NTP
Complete Task 3	14 weeks after NTP
Complete Task 4	16 weeks after NTP

See next page.

**FEES**

Per the City's request, the proposed fees for this task have been separated into the two areas, Area A and Area B. RK&K recommends the City of Charlottesville budget **\$58,920.25 for Area A** and **\$38,446.25 for Area B, Totaling \$97,366.50** for Task Order No. 14 Citywide Lighting Study. This budget limit will not be exceeded without written documentation from the City of Charlottesville.

**ACCEPTED:**

**CITY OF CHARLOTTESVILLE**

BY: \_\_\_\_\_

Aubrey Watts

CFO/COO

DATE: \_\_\_\_\_

**Rummel, Klepper, Kahl, LLP**

BY:  \_\_\_\_\_

Owen L. Peery, P.E.

Director

DATE: 10/29/14 \_\_\_\_\_

**ACCEPTED:**

**CITY OF CHARLOTTESVILLE**

BY: \_\_\_\_\_

Mike Heny

Comptroller

DATE: \_\_\_\_\_

Attachments: Maps of Area A and Area B

**COST AND PRICE SUMMARY - CONSULTANT SERVICES CONTRACT**

<b>ADMINISTRATION:</b> City of Charlottesville	<b>CONSULTANT:</b> RK&K
<b>PROJECT:</b> Citywide Lighting Study	<b>SUBCONSULTANT:</b>
<b>CONTRACT NO:</b> 811-090 TASK 14	<b>DATE:</b> 29-Oct-14
<b>ASSIGNMENT:</b>	

**AVERAGE LOADED RATE:**

Classification:	Avg. Hourly Salary:	Hours:	Extension:
Project Manager	\$ 180.00 X	43 =	\$ 7,740.00
Senior Engineer	\$ 150.00 X	101 =	\$ 15,150.00
Engineer II	\$ 110.00 X	374 =	\$ 41,140.00
Engineer I / Designer	\$ 87.00 X	342 =	\$ 29,754.00
Technical	\$ 65.00	-	\$ -
Clerical	\$ 55.00 X	- =	\$ -
TOTAL:		<b>860</b>	<b>\$ 93,784.00</b>
Average Rate equals Extension divided by Hours:			<b>\$ 109.05</b>

**COST AND PRICE SUMMARY**

1. DIRECT LABOR:	<b>860</b> Manhours	<b>\$ 109.05</b> Average Hourly Rate =	<b>\$ 93,784.00</b>
		(See above)	
2. ESCALATION:	<b>0.00%</b> of Item 1		<b>\$ -</b>
3. PAYROLL ADDITIVES:	PB & OH <b>0.00%</b> of Items 1 and 2		<b>\$ -</b>
4.	<i>Sub-total Items 1-3:</i>		<b>\$ 93,784.00</b>
5. FIXED FEE:	a. Dollar amnt. for profits and other factors:		<b>\$ -</b>
	b. Line 5a represents <b>0.0%</b> of Line 4		
6. DIRECT EXPENSES: Append justification as necessary.			
a. Mileage	<b>1,500</b> miles at <b>\$ 0.56</b> per mile =	<b>\$ 832.50</b>	
b. Printing		=	
c. Photos/Video		= \$ -	
d. Mapping/Aerial Photography		= \$ -	
e. Per Diem	<b>22 Days @ 125/day</b>	= <b>\$ 2,750.00</b>	
	Total Direct Costs:		<b>\$ 3,582.50</b>
7. SUBCONTRACTOR/S:		Amount	
a.			
b.			
c.		\$ -	
	Total Subcontractors:		<b>\$ -</b>
8. OTHER (Specify)			
a. Principals Direct	<b>0</b> hours at <b>\$ 90.00</b> per hour =	<b>\$ -</b>	
b. Principals Profit	<b>10%</b>	= \$ -	
c.		= \$ -	
	Total Other:		<b>\$ -</b>
9. TOTAL PROPOSED FEE FOR THIS TASK:			<b>\$97,366.50</b>

HOUR ESTIMATE

TASK DESCRIPTION	Project Manager	Senior Engineer	Engineer II	Engineer I / Designer	Technician	Clerical	TOTAL
TASK A - Develop "Standard Lighting Application	10	18	16	90			134
TASK B - Field Assessment	8	24	234	16			282
TASK C - Improvement Plan	23	53	68	140			284
TASK D - Intersection Lighting	2	6	56	96			160
<b>TOTAL TASKS</b>	<b>43</b>	<b>101</b>	<b>374</b>	<b>342</b>	-	-	<b>860</b>

**COST AND PRICE SUMMARY - CONSULTANT SERVICES CONTRACT**

**ADMINISTRATION:** City of Charlottesville  
**PROJECT:** Citywide Lighting Study

**CONSULTANT:** RK&K

**SUBCONSULTANT:**

**CONTRACT NO:** 811-090 TASK 14  
**ASSIGNMENT:** Area A - Downtown

**DATE:** 29-Oct-14

**AVERAGE LOADED RATE:**

Classification:	Avg. Hourly Salary:		Hours:	=	Extension:
Project Manager	\$ 180.00	X	24	=	\$ 4,320.00
Senior Engineer	\$ 150.00	X	57	=	\$ 8,550.00
Engineer II	\$ 110.00	X	207	=	\$ 22,770.00
Engineer I / Designer	\$ 87.00	X	247	=	\$ 21,489.00
Technical	\$ 65.00		-	=	\$ -
Clerical	\$ 55.00	X	-	=	\$ -
			<b>TOTAL: 535</b>		<b>\$ 57,129.00</b>
Average Rate equals Extension divided by Hours:					<b>\$ 106.78</b>

**COST AND PRICE SUMMARY**

1. DIRECT LABOR:	<b>535</b> Manhours	<b>\$ 106.78</b> Average Hourly Rate =	\$ 57,129.00
		(See above)	
2. ESCALATION:	<b>0.00%</b> of Item 1		\$ -
3. PAYROLL ADDITIVES:	PB & OH <b>0.00%</b> of Items 1 and 2		\$ -
4.		<i>Sub-total Items 1-3:</i>	<b>\$ 57,129.00</b>
5. FIXED FEE:	a. Dollar amnt. for profits and other factors:		\$ -
	b. Line 5a represents <b>0.0%</b> of Line 4		
6. DIRECT EXPENSES: Append justification as necessary.			
a. Mileage	<b>750</b> miles at <b>\$ 0.56</b> per mile =	\$ 416.25	
b. Printing		=	
c. Photos/Video		= \$ -	
d. Mapping/Aerial Photography		= \$ -	
e. Per Diem	11 Days @ 125/day	= \$ 1,375.00	
	Total Direct Costs:		\$ 1,791.25
7. SUBCONTRACTOR/S:		Amount	
a.			
b.			
c.		\$ -	
	Total Subcontractors:		\$ -
8. OTHER (Specify)			
a. Principals Direct	<b>0</b> hours at <b>\$ 90.00</b> per hour =	\$ -	
b. Principals Profit	<b>10%</b>	= \$ -	
c.		= \$ -	
	Total Other:		\$ -
9. TOTAL PROPOSED FEE FOR THIS TASK:			<b>\$58,920.25</b>

**HOUR ESTIMATE**

TASK DESCRIPTION	Project Manager	Senior Engineer	Engineer II	Engineer I / Designer	Technician	Clerical	TOTAL
TASK A - Develop "Standard Lighting Application	8	16	14	80			118
TASK B - Field Assessment	4	11	106	8			129
TASK C - Improvement Plan	10	24	31	63			128
TASK D - Intersection Lighting	2	6	56	96			160
<b>TOTAL TASKS</b>	<b>24</b>	<b>57</b>	<b>207</b>	<b>247</b>	<b>-</b>	<b>-</b>	<b>535</b>



**COST AND PRICE SUMMARY - CONSULTANT SERVICES CONTRACT**

**ADMINISTRATION:** City of Charlottesville  
**PROJECT:** Citywide Lighting Study  
**CONTRACT NO:** 811-090 TASK 14  
**ASSIGNMENT:** Area B - UVA

**CONSULTANT:** RK&K  
**SUBCONSULTANT:**  
**DATE:** 29-Oct-14

**AVERAGE LOADED RATE:**

Classification:	Avg. Hourly Salary:	Hours:	Extension:
Project Manager	\$ 180.00 X	19 =	\$ 3,420.00
Senior Engineer	\$ 150.00 X	44 =	\$ 6,600.00
Engineer II	\$ 110.00 X	167 =	\$ 18,370.00
Engineer I / Designer	\$ 87.00 X	95 =	\$ 8,265.00
Technical	\$ 65.00	-	\$ -
Clerical	\$ 55.00 X	- =	\$ -
TOTAL:		<b>325</b>	<b>\$ 36,655.00</b>
Average Rate equals Extension divided by Hours:			<b>\$ 112.78</b>

**COST AND PRICE SUMMARY**

1. DIRECT LABOR: **325** Manhours **\$ 112.78** Average Hourly Rate = **\$ 36,655.00**  
 (See above)
2. ESCALATION: **0.00%** of Item 1 **\$ -**
3. PAYROLL ADDITIVES: PB & OH **0.00%** of Items 1 and 2 **\$ -**
4. **Sub-total Items 1-3: \$ 36,655.00**
5. FIXED FEE:
  - a. Dollar amnt. for profits and other factors: **\$ -**
  - b. Line 5a represents **0.0%** of Line 4
6. DIRECT EXPENSES: Append justification as necessary.
  - a. Mileage **750** miles at **\$ 0.56** per mile = **\$ 416.25**
  - b. Printing = **\$ -**
  - c. Photos/Video = **\$ -**
  - d. Mapping/Aerial Photography = **\$ -**
  - e. Per Diem **11 Days @ 125/day** = **\$ 1,375.00**

Total Direct Costs: **\$ 1,791.25**
7. SUBCONTRACTOR/S: Amount
  - a.
  - b.
  - c.

Total Subcontractors: **\$ -**
8. OTHER (Specify)
  - a. Principals Direct **0** hours at **\$ 90.00** per hour = **\$ -**
  - b. Principals Profit **10%** = **\$ -**
  - c. = **\$ -**

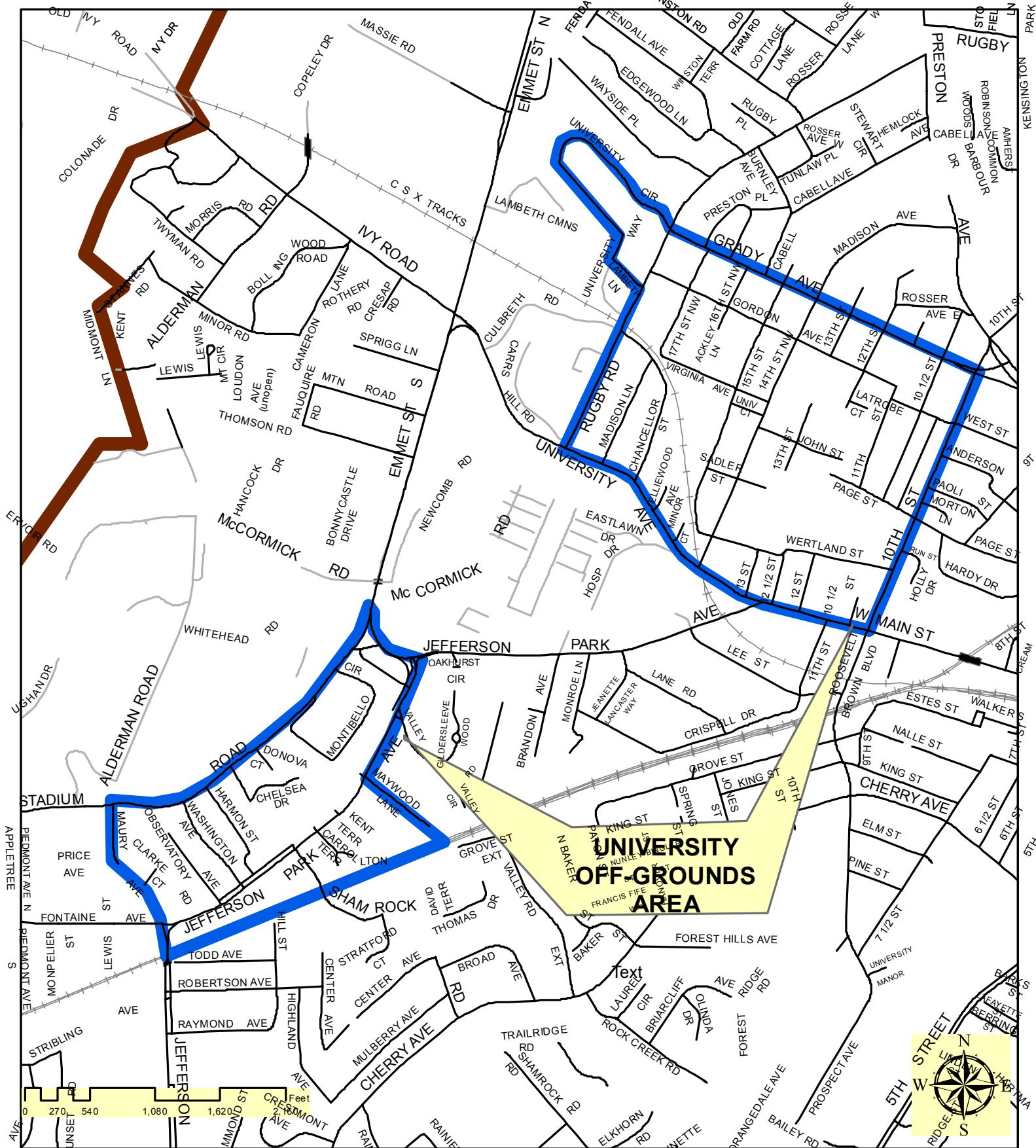
Total Other: **\$ -**
9. TOTAL PROPOSED FEE FOR THIS TASK: **\$38,446.25**

**HOUR ESTIMATE**

TASK DESCRIPTION	Project Manager	Senior Engineer	Engineer II	Engineer I / Designer	Technician	Clerical	TOTAL
TASK A - Develop "Standard Lighting Application	2	2	2	10			16
TASK B - Field Assessment	4	13	128	8			153
TASK C - Improvement Plan	13	29	37	77			156
TASK D - Intersection Lighting	0	0	0	0			-
<b>TOTAL TASKS</b>	<b>19</b>	<b>44</b>	<b>167</b>	<b>95</b>	<b>-</b>	<b>-</b>	<b>325</b>

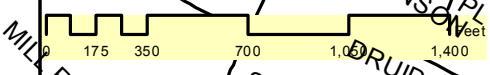
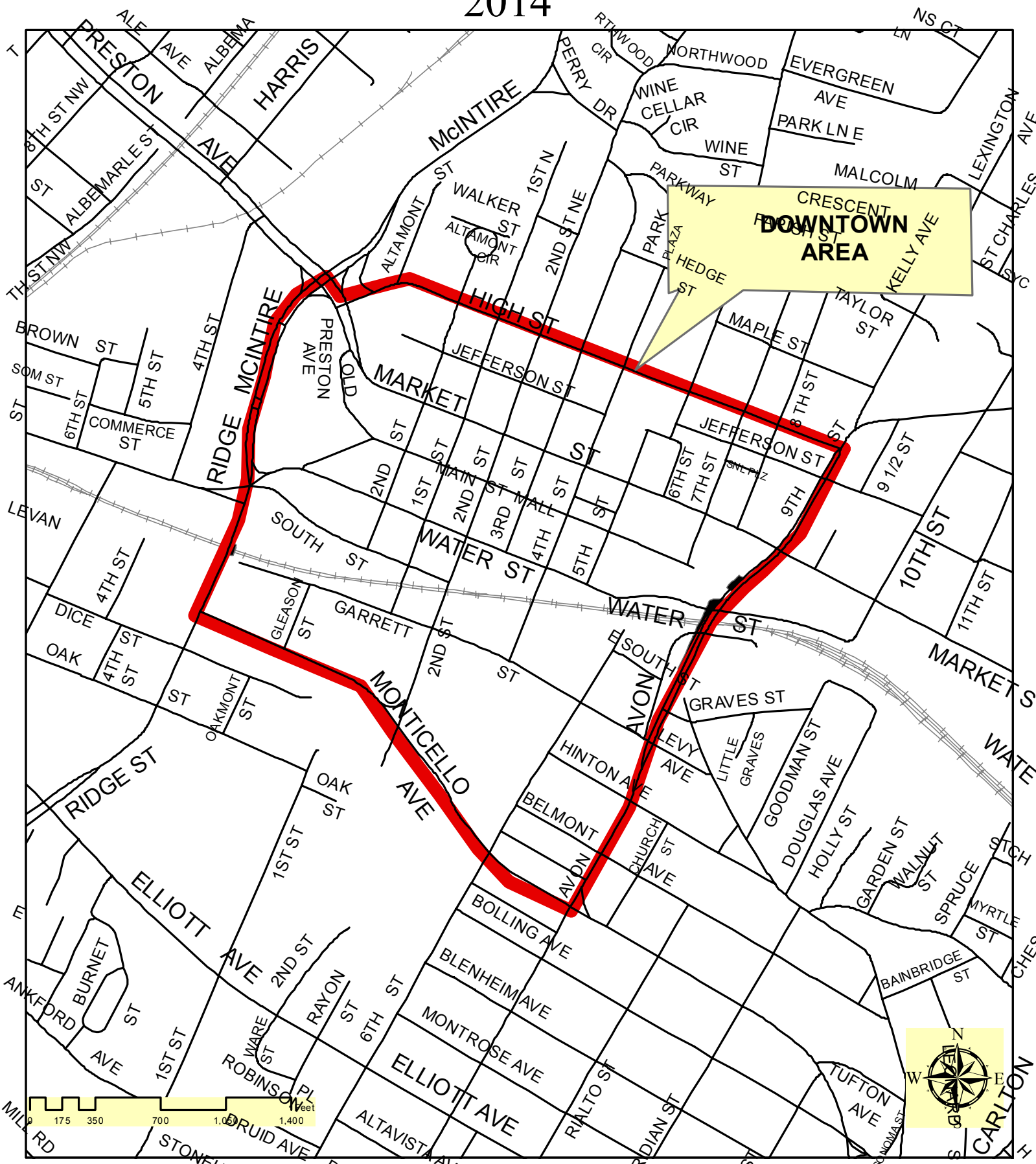
# LIGHTING SURVEY

## 2014



# LIGHTING SURVEY

## 2014



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



<b>Agenda Date:</b>	December 15, 2014
<b>Action Required:</b>	Approval of Resolution
<b>Presenter:</b>	Jim Tolbert, AICP, Director of NDS Missy Creasy, AICP, Assistant Director of NDS
<b>Staff Contacts:</b>	Jim Tolbert, AICP, Director, NDS Missy Creasy, AICP, Assistant Director of NDS
<b>Title:</b>	<b>Streets That Work Process Funding</b>

**Background:** On November 3, 2014 City Council approved a process to move forward with the development of the Code Audit and the Streets that Work Plan. This was in follow-up to a meeting on September 23<sup>rd</sup> with Council, Planning Commission, PLACE, the BAR and members from the Tree Commission and Bike/Ped. Advisory Committee.

The key issues raised at the work session were:

- We need to decide on our vision and what we like before we get in the weeds.
- We need to clearly define the community engagement process before we get any further along.

To address these concerns, staff proposed a process to review the vision and to clarify community engagement. The process moving forward is as follows:

- We had a meeting with the Chairs of various Boards and Council to finalize the process. Invited were:
  - Dan Rosensweig, Planning Commission
  - Melanie Miller, Board of Architectural Review
  - Rachel Lloyd, PLACE
  - Bitsy Waters, Tree Commission

- Bike/Ped. Representative (no chair)
  - CATS – John Jones (Council member Smith is Chair)
- We asked Council to appoint an Advisory Committee to include the following:
    - Council Member
    - PLACE Member
    - Planning Commission Member
    - Board of Architectural Review Member
    - Tree Commission Member
    - Bike/Ped Member
    - CATS Member
    - 3 At Large Citizens
    - Developer
    - Business Community Rep.

We have asked each board for an appointment and advertised the other slots. All will be brought to Council for approval on December 15<sup>th</sup> in a separate action.

As part of the Community Engagement Process we have either completed or have scheduled neighborhood meetings as follows:

Fifeville (Nov 13, Tonsler at 6:30) Jim T & Jim H  
 North Downtown (Nov 18, P&R Conference Room at 6:30) Donovan & Brian  
 In City Hall – NDS Conference Room (Dec 2 – 5pm) Herndon & Missy  
 Greenbrier (Dec 2, Greenbrier Elementary Auditorium at 7pm) Christy & Jim T  
 Locust Grove (Dec 3, 1214 Belleview Ave at 7PM) Matt & Heather  
 Woolen Mills (Dec 8, 1819 E Market at 7pm) Carrie & Jim T  
 Belmont (Dec 8, Clark School Belmont St entrance at 7pm) Amanda & Heather  
 Martha Jefferson (Dec 8, 878 Locust Ave at 7pm) Christy and Missy  
 Fry's Spring (Dec 10 at Cherry Avenue Christian Church, 1720 Cherry Avenue at 6pm) Mary Joy & Matt  
 Fifeville (Dec 11, Tonsler at 6:30) Herndon and Brian

All neighborhoods were invited to work with us to set up a meeting or to attend the

December 2<sup>nd</sup> City Hall drop in session.

On December 13<sup>th</sup> we held a community meeting at the Carver Recreation Center. The purpose was to develop consensus around the vision and guiding principles for the planning effort. The day was organized as follows:

- 8-8:30 – Register, Breakfast, View maps and place dots on pictures
- 8:30-9 – Introduction – Allison Linney  
Ian Lockwood presentation
- 9-9:30 – Staff presentation 30 minute overview  
Explanation of the table exercise
- 9:30 – 11:30 – Table Exercise  
Objectives
  1. Validate guiding principles
  2. Validate framework streets (
  3. Validate Town Hall/Community Issues/Opportunities traffic map
  4. Review the photos
- 11:30 – 12 Report out and Next Steps -

To prepare for this day, we did the following:

- Conducted the planning meeting outlined in the first bullet
- Staff gathered and organized a variety of photos depicting elements of streets that could be appropriate in Charlottesville
- Shared that information with the Council, Planning Commission, PLACE, BAR, Tree Commission and Bike/Ped Committee and CATS Advisory Committee (the Boards) to ask them to comment and add their own streets to our collection. These will then be used in the December 13 presentation.
- Prepared draft maps to use in the presentation to include the following:
  - Transect Map
  - Heat Map
  - Density/Height Maps
  - Current Land Use Plan
  - Framework Streets
  - Traffic Opportunities Map
- Condensed the principles developed during the community meetings conducted by Toole Design Group earlier this year.

From here we will begin parts of the Code Audit. This has given us a great start on the Code Audit and the Streets That Work Project. Coupled with the work done by Toole Design this summer a good framework has been set for proceeding with the Streets that Work Project.

- After the community meetings we will bring all the information received to the Advisory Committee to determine a recommended set of guiding principles.
- All information generated and received will be shared with all participants and placed on the website.
- The Advisory Committee will develop a plan for community engagement as both the Code Audit and Streets That Work projects move forward.
- All of this will be presented to a joint meeting of the Boards.

**Discussion:** At the last meeting staff proposed using consultant services to move forward with the Streets That Work Project. Council asked that the resolution to approve the use of funds for that purpose be delayed until the December 15<sup>th</sup> meeting so the Technical Memo from Toole Design could be received. That memo is attached and we are now ready to move forward.

Our Urban Design Professional and Bike/Ped Planner have developed a draft scope of services to supplement the work of staff. We believe the previous allocation for the code audit was well spent and believe that assistance with some of the more technical aspects of the project is important. Staff believes this cost will be less than \$100,000. Funds are available in the Small Area Plan account and because this work will be a key component of those plans, staff believes this is an appropriate use of those funds. The draft scope is attached.

**Community Engagement:** There has been extensive community engagement on these efforts and there will be much more. There have been twelve recent neighborhood meetings and one community meeting.

**Alignment with Strategic Plan and Council Vision:** This item aligns with the Council Vision to be a Smart Citizen Focused Government and with Strategic Plan initiatives to complete the Code Audit and Streets That Work Projects.

**Budgetary Impact:** This proposal is to complete some of the work with in-house staff and contract a portion. The contract portion is estimated at approximately \$100,000 and funds are available in the Small Area Plan CIP account.

**Recommendation:** Staff recommends moving forward as outlined in the memo and



attached resolution.

**Alternatives:** Council could choose to use a consultant to do all the work or do it all with in-house staff.

**Attachments:** Resolution

Draft Scope of Work  
Technical Memo from Toole

**City of Charlottesville**  
**Streets that Work**  
**Scope of Work**  
September 19, 2014

**Task 1 – Develop Context Sensitive Street Sections**

Based on the feedback received from earlier tasks and feedback from Community Workshop #1, streetscape alternatives for selected framework and non-framework streets will be developed. Alternatives will incorporate complete streets concepts and will include cross-section sketches and photos. Selection of streets will be informed by character areas, modal emphasis, street classification and current conditions to provide a variety of examples for guidance in other corridors in the City.

Alternatives will be reviewed in Community Workshop #2 and refined to a preferred typical cross-section based on community feedback.

The following typical sections may be developed:

- Downtown Streets
- Mixed Use Corridors
- Neighborhood Streets
- Industrial Streets
- Alleys

**Deliverables:**

- Draft typical sections for context-sensitive streets
- Public meeting materials as needed

**Task 2 – Develop and Implement Public and Stakeholder Involvement Strategy**

The Team will facilitate opportunities for public education and input for the Streets that Work Plan throughout the life of the project. To conserve project resources, this effort will be a collaboration between the Team, the City, and the Steering Committee. It is anticipated that the Team will take a lead on the public meeting strategy and material production, while staff will take a lead role in facilitating public and Steering Committee meeting. The project will have its own website page that will be updated by the Team.

**2.1. Advisory Committee meetings**

The planning process will be guided by a City-appointed Advisory Committee. The group will provide valuable feedback and ideas for planning documents, analyses, and outreach activities. They will also

serve as citizen “ambassadors” for the process by actively sharing information with their constituents and providing relevant insights to staff and the Team. The Team will assist with and potentially participate in three Committee meetings at the following milestones of the process: 1) advising on project scope, public engagement, issues identification; visioning and goal-setting; 2) considering key findings from technical analyses and stakeholder input; and 3) developing proposed recommendations.

## **2.2. Stakeholder outreach**

The engagement of partner agencies and departments within the City and externally is critical to the success of the Plan. Examples of key stakeholder groups include: local businesses; economic development and tourism organizations; neighborhood associations; low-income residents; people with disabilities; entities outside of the City including the MPO, Albemarle County and VDOT to identify issues beyond the City’s control that may impact the region.

## **2.3. Public events**

Community Workshop #1 An interactive workshop to present the findings of the analyses and the streetscape design concept alternatives. Community will decide on preferred streetscape alternatives. Continue to solicit feedback from the community to shape Streets that Work Plan.

Community Workshop #2 Present Draft Recommendations and continue to solicit feedback regarding prioritization/implementation to shape Final Streets that Work Plan.

## **2.4 Optional attendance at meetings:**

It is anticipated that staff will take a lead role in facilitating and managing public and steering committee meetings. However, there may be a need to have the Team or members of the team attend one or more meetings throughout the process. Staff would like the option to include the Team on an as needed basis. The team will provide a cost for each meeting type within the scope of work: public meeting, advisory committing, stakeholder meeting.

### **Deliverables:**

- Presentation materials as requested
- Meeting summaries as applicable

## **2.5. Online outreach**

The team will maintain a webpage will enable interested parties to submit questions and comments throughout the planning process to the City’s project manager (who is this?), who will communicate directly with the public and who will compile and forward comments to responsibilities. It will also be updated regularly to include information at stages of the process.

## **Task 3 – Implementation Strategies, Cost Estimates and Next Steps**

Strategies for implementing long and short term goals will be developed by the Team and presented to staff. Critical action that should be taken in the immediate term will be included as a part of this task, as well as immediate actions prioritized due to minimal resources and efforts required to complete.

### **3.1 Cost Estimates**

The project team will prepare planning level cost estimates for the recommendations developed in earlier tasks. Cost estimates will be based on unit costs for the Charlottesville area (provided by VDOT and the City), and provide the City with an easy to use tool that can be used to evaluate project costs in the future. The city may request cost estimates for high priority recommendations to facilitate immediate implementation.

### **Task 4 – Draft Streets that Work Master Plan Report**

The Streets that Work Plan will clearly state the project goals and methodology, will provide summaries of stakeholder input and will set forward the recommendations and/or preferred alternatives in the Plan. This report will include immediate, short, mid- and long-term strategies, and will contain a detailed Implementation Strategy that identifies next steps.

#### **4.1. Street Design Guidelines**

The Team will create guidelines for improving the City’s corridors based on factors such as existing character, available space, modal emphasis, desired amenities and potential future growth. The guidelines will include the Context Sensitive Street Sections developed and refined in Task 4, as well as guidance to applying the principles of sections to other corridors. In addition, the guidelines will provide direction on assuring ADA access, appropriate intersection treatments, trees and landscaping, street furniture and wayfinding tools.

#### **4.2 Network Recommendations**

The Team will create a series of Network Maps that are formatted to be read at the Plan document scale, or a fold-in size, drawing on work completed in Task 2 and 3. This may include documenting the Multimodal Corridors by Modal Emphasis, Framework and Non-framework Streets, Character Areas, Future Growth Areas, and composite maps.

#### **4.3. Draft Plan preparation**

The Team will prepare a draft version of the Plan for review by the City staff, departments, boards, commissions and council per the agreed upon review process. The draft Plan will be posted on the project website for public access at least 10 days prior to Community Workshop #3. The Team will present and solicit input on the draft Plan at the Workshop #3 as well as at meetings with the Steering Committee and other key stakeholders. The Plan Document and Maps will be revised based on all feedback and per the direction of City staff.

The draft Plan will describe the planning process and provide an analysis of existing conditions throughout the City. Plan maps will be provided in the report to illustrate these findings and will be designed to be easily understandable to the general public.

#### **Deliverables:**

- Draft plan with supporting maps/graphics as requested
- Final typical sections and relevant base files

**Task 5. Final Plan/City of Charlottesville Review**

Staff will deliver the Plan to Planning Commission and City council by July 2015.

**5.1. Incorporate Revisions to Draft Plan and Develop Final Plan**

After a Draft Plan is released for comment by the public and Advisory Committee (Task 5), the Team will present the Plan to the appropriate Advisory Body or other identified decision makers and respond to their comments. The comments from the Advisory Board and City Staff on the Draft Plan will be incorporated into a Second Draft which will present at a City Council Public Hearing, if requested. Comments from the Public and the City Council and Public Hearing will be incorporated in the Final Plan and submitted to the City Council for adoption.

## **Resolution**

Be It Resolved By the City Council of the City of Charlottesville that the Code Audit and Streets That Work projects move forward by:

Using the draft Scope of Services (attached) to procure consulting services to assist these projects with funds up to \$100,000 to come from the Small Area Plan CIP account.



**To:** Jim Tolbert, Director, Neighborhood Development Services

**From:** Ken Ray  
Ian Lockwood  
Wendy Phelps

**Date:** December 1, 2014

**Subject:** Charlottesville Street Design Guidelines Technical Memorandum

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## A. Overview

In February 2014, the Charlottesville City Council adopted a resolution to consider the context surrounding the street as part of any future street project. In doing so, the City of Charlottesville joined dozens of other municipalities nation-wide in recognizing the economic, environmental, social and transportation values of streets.

The City of Charlottesville has retained Toole Design Group to identify challenges and opportunities related to the adoption of complete streets guidelines as well as develop specific street design guidelines. The central event in the process to date has been a four day charrette in Charlottesville. To prepare for the charrette and develop recommendations specific to Charlottesville, TDG conducted fieldwork to better understand the local street network, and reviewed a variety of complete street guidelines from other agencies, including the guidelines for multi-modal development by the Virginia Department of Rail and Public Transportation (VDRPT) and the Model Design Manual for Living Streets created for Los Angeles County. The VDRPT guidelines are better suited for large cities with very dense activity nodes and multiple public transit options. The Model Design Manual for Living Streets, with its focus on streets as places, is more easily scaled to fit Charlottesville and informs the framework/non-framework street designations that follow.

This memo provides a summary of the public input, a cost-benefit analysis of adopting complete streets guidelines, an overview of the recommended street classifications for the City of Charlottesville, and suggested steps to implement a complete streets policy.

## B. Summary of client/stakeholder input

Team members from TDG traveled to Charlottesville for a multi-day charrette that took place May 27-30, 2014. The charrette kicked-off on Tuesday evening with a public presentation, followed by two days

of stakeholder focus groups and drop-in sessions. On Friday, the TDG team presented their work to date at the closing presentation.

At the kick-off meeting, the public was asked to share its vision for the City of Charlottesville. Popular responses included adjectives such as “*walkable, green, bike-friendly, beautiful, diverse and historic*” (see Appendix D for summary of public response). These descriptors are not perceived to describe the city as a whole today, as most streets are designed primarily for motor vehicles traveling both locally within the city, and regionally to destinations in Albemarle County and beyond. Streets in Charlottesville are constrained by the lack of developable land remaining within the city limits. The road network is unlikely to change significantly; new road construction is done primarily by private developers in residential subdivisions. Physical constraints that limit walking and biking in Charlottesville include the rolling topography, utility poles and street signs located in the middle of sidewalks, as well as street widths that vary block to block and result in disconnected sidewalks and bike lanes.

In the days following the kick-off meeting, the design team met with various stakeholder groups including city staff, Planning Commission, Board of Architectural Review, Charlottesville Area Transit Advisory Board, neighborhood association leaders, Bicycle and Pedestrian Advisory Committee, Tree Commission, PLACE Taskforce, and other regional partners. Additional meetings were held with business leaders and emergency response personnel from the police and fire departments. Stakeholders want the resulting street design guidelines to ensure sufficient parking for local businesses, increase the number of street trees, improve the bicycle and pedestrian network and reduce cut-through traffic in residential neighborhoods.

All of these outcomes are possible, but require a shift away from conventional transportation values centered around moving the highest number of vehicles as quickly as possible, and a commitment to more traditional transportation values centered around place-making and a truly multi-modal transportation network. Trying to *balance* the needs of all users on all streets can lead to substandard facilities and service for all. Alternatively, *prioritizing* the needs of certain users on select roads with high-quality facilities can shift users to other modes and increase access by giving people more travel choices. City leaders will be required to make tough and often unpopular decisions to improve streets in ways that place alternative modes of transportation on par with motor vehicles. The following guidelines are not anti-car; cars may continue to travel on any road where they are currently permitted. However, the amount of space dedicated for their sole use and the speeds at which cars will move are reduced in favor of providing better multi-modal access and a more inviting environment for pedestrians, bicyclists and transit users.

### **C. Benefits vs. costs of adopting complete street guidelines**

As with any decision, City leadership and the public must assess the benefits and costs of adopting complete street guidelines. There are the direct costs of adopting complete streets guidelines, which vary depending on the recommendations and context of the project. Implementation is often incremental, involving small-scale adjustments such as programming signals with leading pedestrian intervals or re-striping narrower travel lanes during routine maintenance. When the opportunity for a



large-scale project does arise, the combined incremental costs of bicycle, pedestrian and transit facilities in the design are often less than the normal annual variation in construction costs.<sup>1</sup> Charlottesville already has several existing practices that support bicycle and pedestrian improvements during routine resurfacing projects. The financial costs of complete streets are also difficult to calculate accurately because many of the benefits— more travel choices and decreased health care costs, increased tourism and tax revenue—are accrued over the long term.

In addition to the direct costs, adopting complete streets guidelines require trade-offs in terms of how the public right of way is allocated. How well does each complete streets element align with the city’s vision and stated goals? Some examples are included in the table below:

**Table 1. Benefits and trade-offs of complete street elements**

Complete Street Element	Benefit	Cost/Trade-off
Trees	<ul style="list-style-type: none"> <li>+ Provide shade and storm water management</li> <li>+ Visually narrow the street for traffic calming</li> <li>+ Beautify streets</li> </ul>	<ul style="list-style-type: none"> <li>- More trees require more maintenance</li> <li>- Roots and canopy conflict with utilities/ladder access for fire trucks</li> </ul>
Sidewalks	<ul style="list-style-type: none"> <li>+ Expand the pedestrian network</li> <li>+ Provide space for cafes, transit stops etc.</li> </ul>	<ul style="list-style-type: none"> <li>- May reduce available space for on street parking</li> <li>- Adjacent property owners must clear snow</li> </ul>
Smaller curb radius and/or bulb-outs	<ul style="list-style-type: none"> <li>+ Shortens crossing distance for pedestrians</li> <li>+ Self-enforce parking rules</li> </ul>	<ul style="list-style-type: none"> <li>- Cars must slow down to make a tighter turn</li> </ul>
Slow design speeds	<ul style="list-style-type: none"> <li>+ Improves safety for all modes</li> </ul>	<ul style="list-style-type: none"> <li>- May increase travel time for motor vehicles</li> </ul>
On-street parking	<ul style="list-style-type: none"> <li>+ Provides direct access to businesses</li> <li>+ Creates a buffer between pedestrians and moving cars</li> </ul>	<ul style="list-style-type: none"> <li>- Parallel parking creates “dooring” hazard for bicyclists</li> <li>- Reduces amount of available right of way for through traffic</li> </ul>

The magnitude of these costs and benefits depends on collective values and expectations. Values and expectations in an urban environment differ from the values and expectations in a suburban environment. In an urban setting like Charlottesville, trips are shorter in distance and are taken at slower speeds. In a suburban setting, trip distances are longer and travel is at faster speeds. Charlottesville is faced with the challenge of communicating the differences in these values and expectations to people from the surrounding suburban and rural areas as they travel through the city. Altering the physical design of streets so that drivers do not feel comfortable driving faster than the

<sup>1</sup> National Complete Streets Coalition. “Costs of Complete Streets: What we are learning from State and Local Governments.” <http://www.smartgrowthamerica.org/documents/cs/factsheets/cs-costs-2.pdf>

design speed is one of the hallmarks of complete street design and an effective way to get this message across.

#### **D. Street Classifications**

The following street classifications contain two tiers of recommendations. The first tier addresses the street network as a whole, and identifies streets as either framework or non-framework streets. The second tier of the recommendations references the surrounding context of individual streets, and delves into the details of the appropriate cross-section geometry, multimodal facility types and traffic calming techniques for each class of street based on the recently adopted Comprehensive Land Use Plan (2013).

Framework streets connect major destinations such as neighborhoods and shopping districts and serve as primary routes for emergency vehicle access. On framework streets, traffic calming techniques are limited to cross-section measures that are continuous along the length of a block. Emergency response times are generally unaffected by cross-section measures. Examples of cross-section measures include road diets, lane diets, medians, as well as street trees, textures, pedestrian-scaled lighting, on-street parking with bulb-outs, and other improvements along the edge of the main travel way.

A map showing the proposed framework streets for Charlottesville can be found in Appendix A.

Non-framework streets are all of the other streets in the network. Most of the streets in a city are non-framework streets and provide local access to residences, businesses and recreational facilities. Emergency vehicles only use non-framework streets for short distances at the end of their trips to answer local calls. On non-framework streets, traffic calming can be accomplished through a mix of cross-section and periodic measures. Examples of periodic traffic calming measures include mini traffic circles, chicanes, speed humps, speed cushions, and raised crosswalks or intersections. These periodic measures are ideal for local routes because they are less expensive to implement than cross-section measures that generally require construction along the length of an entire block.

The following example character districts serve as the basis for the street classifications. The descriptions provide a general perspective to how land developed over time by grouping land uses according to building style, development form, and land purpose. Character district definitions largely follow those recently adopted in the Comprehensive Plan (2013) for the City of Charlottesville.. In some cases, character districts have been combined for the Street Design Guidelines, due to their similar street characteristics. These example street classifications include:

- **Downtown Streets** consists of framework and non-framework streets located in urban core of Charlottesville. Downtown Streets need to provide access for residents, businesses, and support high levels of pedestrian activity. Downtown streets form an interconnected grid to create a vibrant, comfortable, and accessible environment for pedestrians and reinforce the commerce center of the city. Buildings are typically set close to the street and often adjoin each other. On-street parking is common and off-street parking is generally concentrated in parking structures or is located to the side or rear of buildings. Streets should provide space for street trees, cafe

seating, public art and other amenities in the pedestrian realm, particularly at retail areas and bus stops.

- *Example Streets:* Water Street, 4th Street NW, Ridge McIntire Road
- **Mixed Use Corridors** are characterized by a mixture of high-density uses, including neighborhood-oriented retail, office, and residential uses. Buildings are typically set close to the street and often adjoin each other with parking relegated to the rear of the building. Mixed Use Corridors reinforce transit corridors with mixtures of land uses and density. The comfort and safety of pedestrians, cyclists, and transit passengers should be prioritized.
  - *Example Streets:* Preston Avenue, 5th Street SW, West Main Street
- **Neighborhood Commercial Areas** serve small-scale commercial uses of limited size, that allow residents to live, work, and shop in a local setting. Neighborhood Commercial Areas are characterized by a mixture of uses, including neighborhood-oriented retail, office, and residential uses. Buildings are typically set close to the street and often adjoin each other. On-street parking is common and off-street parking is located to the side or rear of principal buildings. These neighborhood commercial uses are limited in terms of times of operation and activities to avoid noise, traffic, and other adverse impacts on the residential character of the neighborhood.
  - *Example Streets:* Hinton Avenue, Fontaine Avenue
- **Residential Streets** are primarily non-framework streets located in low density residential areas. Residential Streets are envisioned as providing everyday residential access and neighborhood connectivity, though in limited cases they also serve as framework streets to provide access for longer distance trips. Pedestrian safety is paramount on Residential Streets, regardless of whether it is a framework or non-framework street, and their design should reinforce the slow, quiet, pedestrian-oriented character that enhances residential quality of life. The street context differs in high density areas and low density areas, as well as between traditional neighborhoods and suburban neighborhoods. The constrained nature of some Residential Streets means that not all recommended street elements may readily fit in available right-of-way. If off-street parking is available on the residential parcels, reducing on-street parking is suggested to expand sidewalks, introduce more street trees, and provide a curbside buffer zone.
  - *Example Streets:* Shamrock Road, Montrose Avenue, Dairy Road
- **Business and Technology Streets** serve land uses that have the potential to create adverse visual, noise or other impacts to surrounding residential properties. These uses include warehousing and distribution with support commercial services, and ancillary office space. While these land uses are auto-oriented, pedestrians must be accommodated to facilitate walkability and connections to and through these areas. Care should be taken to minimize driveway curb cuts and reduce the speed of motorists.
  - *Example Streets:* River Road, Linden Avenue

- **Alleys** are non-framework streets and public right-of-ways that have little or no building frontages. Alleys are used to create more pedestrian-friendly block sizes and allow for vehicular and pedestrian/ bicycle access to the interiors or sides of blocks through the same, shared street space. Driveways and parking areas should be accessed from these streets in residential areas, as should building services and loading in commercial areas. These areas experience lower levels of pedestrian activity, however minimal pedestrian accommodations should still be provided. In instances where buildings do front the alley, the streetscape character should reinforce the shared nature of the alleyway through paving, curb treatments, and street furniture placement.
  - *Example Streets:* Hedge Street, 13th Street NW, 16th Street NW

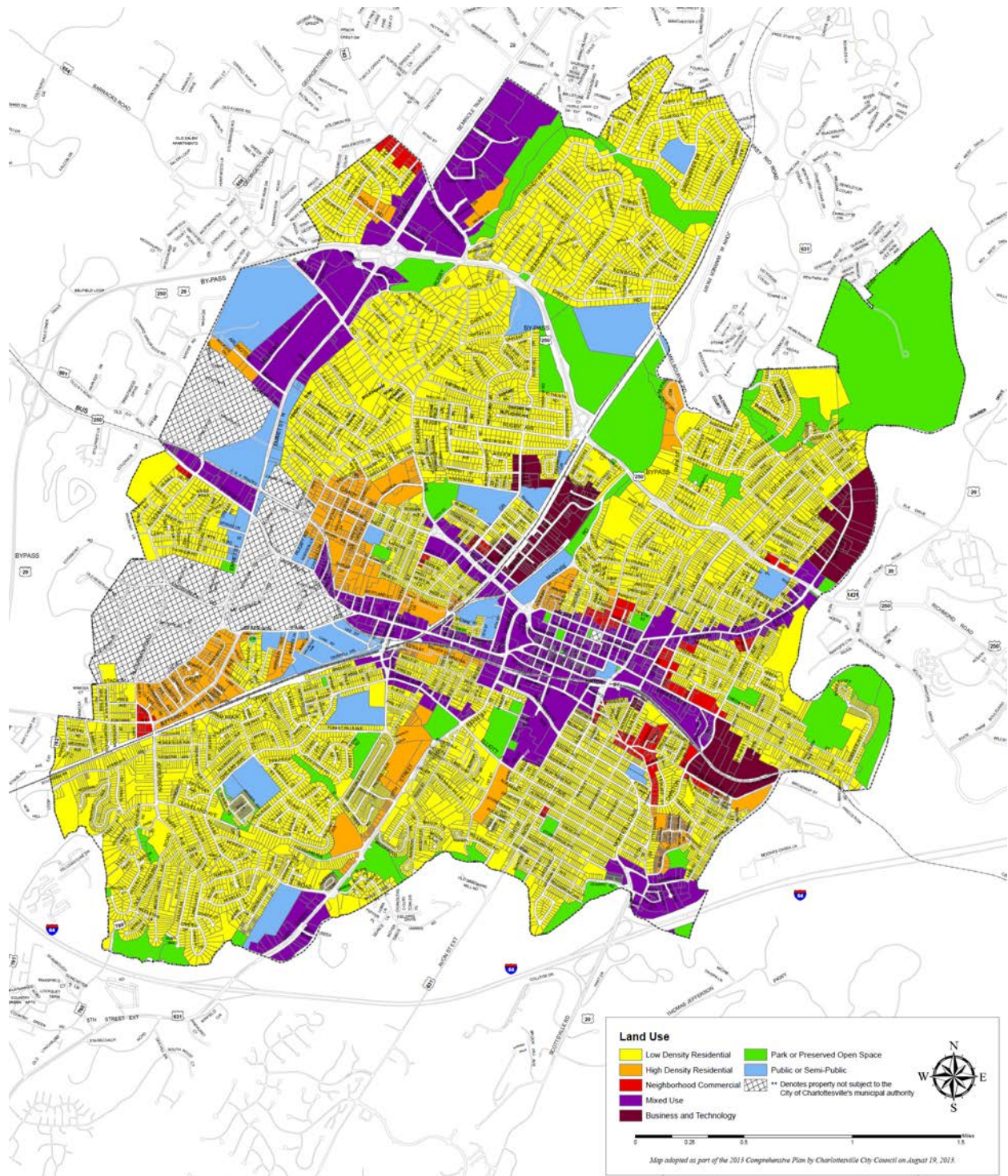
Each example classification includes a list of major design elements found in an *ideal* cross section. These classifications are *guidelines* and intended to be flexible to respond to the varied conditions within the city, as well as inform future development. With right-of-way constraints, not all of the major design elements can be applied along every street that falls under the classification. The context of the street—surrounding land uses, neighborhood character, availability of off-street parking, and nearby alternative routes—will help determine which design elements to include on a particular street.

Appendix B of this memo contains detailed descriptions and the lists of design elements for each street classification. Note: The proposed Street Classifications and Design Guidelines provided in this document are intended as example street sections only. It is recommended that detailed parameters pertinent to the City will be developed throughout the Streets that Work process. Changes to existing codes, ordinances and standards will likely be needed and should be vetted through the Code Audit process.

## **E. Applying the Example Street Classifications**

All of the example street classifications have several common attributes including a single lane of motor vehicle traffic in each direction, continuous bicycle and pedestrian facilities, and street trees. However, the character of the development along a street informs the recommendations for the width of the travel lanes, the types of bicycle facilities, build-to lines, and kinds of improvements that can be made to the pedestrian zone.

The maps below show conceptual character areas for the City of Charlottesville informed by the adopted General Land Use Plan (2013).



General Land Use Plan, <http://www.charlottesville.org/Index.aspx?page=3523>

With context sensitive recommendations, a single corridor will have more than one street classification based on the desired future land use. Table 2 outlines how the example street classifications for one Charlottesville’s major north-south corridors change based on the conceptual character areas. This method of applying street classifications based on the surrounding context is similar to the urban transect concept pioneered by Andrés Duany and Elizabeth Plater-Zyberk.

**Table 2. Street classification example for 5<sup>th</sup> Street SW/Ridge Street/McIntire Road**

<b>Street Segment with approximate boundaries</b>	<b>Adjoining land uses from the General Land Use Plan<sup>2</sup></b>	<b>Example Street Classification*</b>
<b>5<sup>th</sup> Street SW</b> --From City limits to Harris Road	Mixed Use	Mixed Use Street
<b>5<sup>th</sup> Street SW</b> --From Harris to Dice	Multi-family Single Family	Residential Street
<b>Ridge Street/Ridge-McIntire Road</b> --From Monticello Ave to Preston Ave	Industrial Mixed Use Public/Semi-public	Downtown Street
<b>McIntire Road</b> --From north of Preston Ave to Route 250 Bypass	Multi-family Public/Semi-public Single Family	Residential Street

\*See Appendix B—Example Street Classifications for a sample of typical design elements and cross sections that can be further refined to fit the City’s context.

There will also be variations within the example street classification depending on the character of surrounding development and the physical conditions of the street. Using the example from Table 2, the following paragraphs address how the Residential Street classification can be used in both traditional and suburban neighborhood character areas and the potential for shared streets in downtown Charlottesville.

The Residential Street classification can be applied to streets with 25’-50’ of right of way. Many neighborhood streets in Charlottesville have 40’-50’ of right of way measured from the back of the sidewalk. Differences in neighborhood character result from the layout of the street network, the typical lot size, building setbacks and the prevalence of on-street parking.

Traditional-style neighborhoods, such as Belmont and North Downtown, tend to have smaller lot sizes buildings built closer to the street with front porches and limited off-street parking. In these neighborhoods, on-street parking is more prevalent and can reduce the speed of through traffic with the need to yield to oncoming vehicles. Charlottesville has several examples of these street types in the Belmont, 10<sup>th</sup> & Page and Fifeville neighborhoods.

<sup>2</sup> <https://www.charlottesville.org/modules/ShowDocument.aspx?documentid=15052>

Suburban-style neighborhoods with larger lot sizes and houses set further back from the street have more off-street parking. Curb extensions at key points like intersections and mid-block crossings help improve pedestrian visibility and access. On non-framework streets in suburban-style neighborhoods, regularly spaced traffic calming measures including chicanes, speed tables, raised intersections and mini traffic circles can help modulate drivers' behavior.

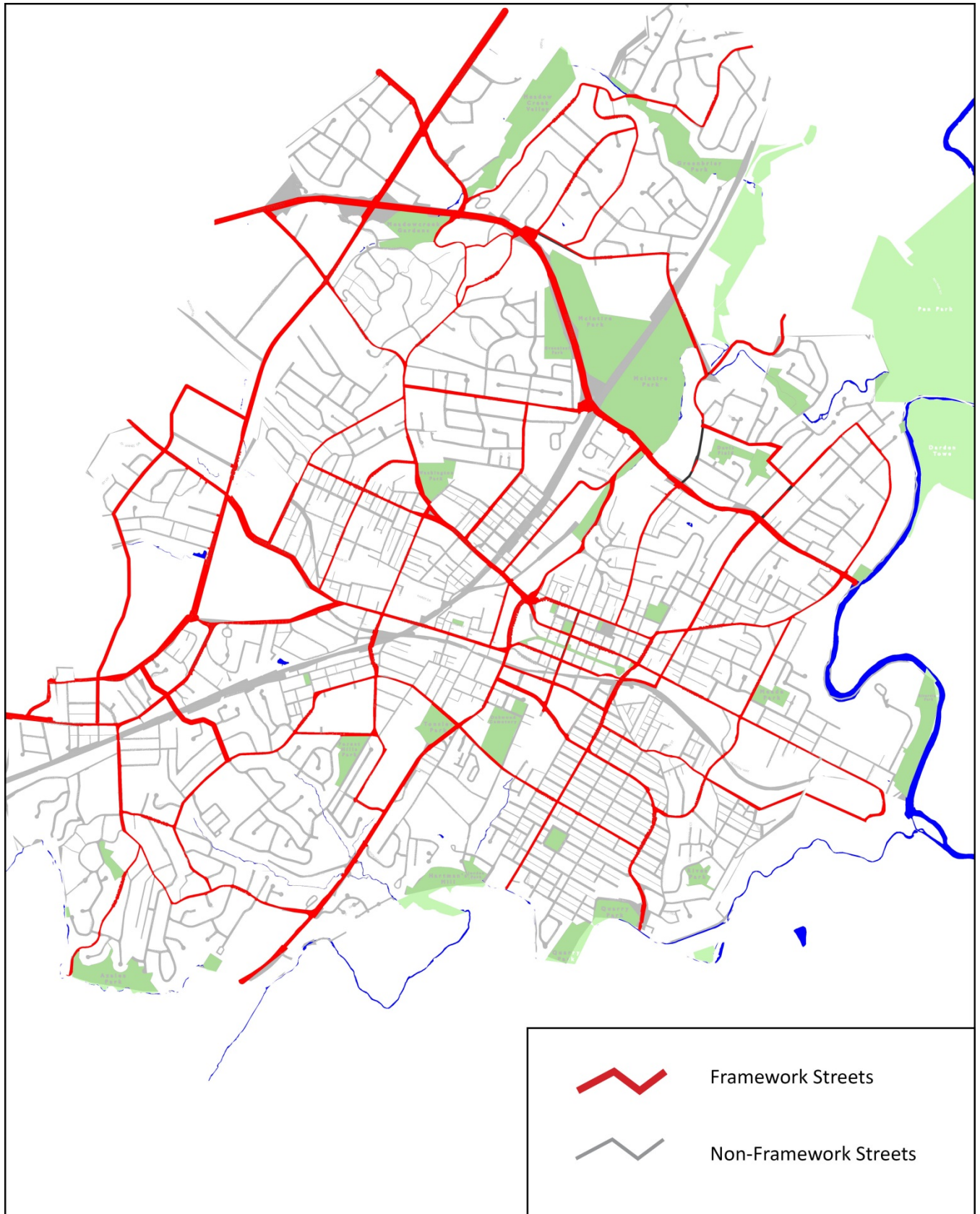
## **F. Implementation and Next Steps**

The recommendations contained in this memo and the Example Street Classifications are intended to provide a framework for the further development and refinement of Context-Sensitive Street Design Guidelines that complement Charlottesville's adopted vision for future development. A sample outline is also provided in Appendix C. In addition, Charlottesville should also consider policies and internal practices that address the following barriers to multi-modal travel:

- *Road width.* Consider adopting a policy prohibiting projects that would add any general purpose lanes to roads within city limits. Consider removing travel lanes along routes where there is more than one lane in the same direction.
- *Network development.* To maximize the benefits of complete streets, focus improvements in areas where the greatest number of people are already walking, biking and using transit such as near Downtown and along West Main Street. Once a solid core has been established, work outwards to other destinations including parks and schools.
- *Street trees.* Establish a policy to provide a landscaped buffer between the curb and sidewalk on every street, and street trees within the buffer where space allows. Place bulb-outs at the ends of every on-street parking row, with street trees in the bulb-outs.

In addition to adopting complete streets guidelines and incorporating them into city documents like the Comprehensive Plan, the Standards & Design Manual, the Capital Improvements Plan and general operating procedures, Charlottesville should work to establish new benchmarks and performance indicators to assess complete streets projects. Performance indicators could include a decrease in pedestrian/vehicle crashes; a reduction in single occupant vehicle travel; an overall decrease in vehicle speeds on local streets; an increase in the number of people walking, taking transit, and cycling; and surveys to assess resident satisfaction and quality of life.

**Appendix A. Charlottesville Framework Streets Map**





## Charlottesville Street Design Guidelines

1. **Background**
2. **User Guide** - Organization of Manual
  - a. Audiences – City Staff, Property Owners, Design Consultants, Public
  - b. Processes – How should One engage with the City on projects?
  - c. Guidance
  - d. Standards
3. **Principles and Goals** –
  - a. Design Drivers (this section should spell out more background detail about drivers (research, etc.))
    - i. Mobility/Accessibility (AASHTO, MUTCD)
    - ii. Safety (Fire Code, etc)
    - iii. Character/Livability
    - iv. Economic Value
    - v. Others?
  - b. Prioritization – How should designers and staff go about prioritizing the elements in a design process?
  - c. Charlottesville Street Design Values
    - i. Walkability
    - ii. Environmental Sustainability
    - iii. Diversity and Inclusion
4. **Transportation Management** –
  - a. Safety and Efficiency Tools (access management, driveway consolidation, traffic calming, supporting network, etc.)
  - b. Selecting the Right Number of Lanes
  - c. Modal Interoperability (Bikes on buses, last mile connectivity, etc.)
  - d. Street Networks
    - i. Charlottesville Street Hierarchy
    - ii. Relationship to the Complete Streets Plan and Bicycle/Pedestrian Master Plan
    - iii. Code integration and review process
5. **Street Cross Sections**
  - a. Street Networks and Classifications
    - i. Downtown Streets
    - ii. Mixed Use Corridors

- iii. Neighborhood Commercial
- iv. Neighborhood Streets
  - 1. Low Density
  - 2. High Density
- v. Business and Technology Streets
- vi. Alleys

- a. Cross-Sections
- b. Intersections

#### **6. Implementation –**

- a. How a developer, consultant or partner agency should engage (Start with current city processes)
- b. Variance processes for
  - i. Dimensions – What are the considerations?
  - ii. Materials – palette
  - iii. Cost – How are materials and maintenance agreements formed?
- c. Bike Facilities
  - i. Retrofitting (road diets)
  - ii. Parking vs. bikes – When can parking be removed?
- d. Design for Pedestrians
  - i. Ped. delay in Signal Timing
  - ii. Signage and Wayfinding
- e. Universal Access

#### **7. Design Standards -**

- i. Speed and Safety
- ii. Intersection Design
- iii. Retrofit Opportunities
- iv. Traffic Calming
- v. Street Trees and Green Infrastructure
- vi. Other Geometric Design Elements
- vii. Land use and Building Frontage

#### **Appendix A – Lighting, Furnishing and Utilities**

- a. Lighting
- b. Bus Accommodations
- c. Bicycle Facilities

- d. Benches
- e. Litter Receptacles
- f. Art and Placemaking
- g. Other Streetscape Features

**Appendix B – Landscape and Plant Materials**

**Appendix C – Signage and Wayfinding**

**Appendix D – Marking and Hardscape Materials**

- a. Roadway
- b. Crosswalk
- c. Sidewalks
- d. Sidewalk Furnishing Zone
- e. Alleys
- f. Parking Lane
- g. Curbs
- h. Gutters

**Appendix E – Intersection Standards**

**Appendix F – Drainage and Green Streets**

### 3a. Downtown Streets

Downtown Streets consists of framework and non-framework streets located in urban core of Charlottesville. Downtown Streets provide access for residents, businesses, and support high levels of pedestrian activity with an interconnected grid to create a vibrant, comfortable, and accessible environment for pedestrians and reinforce the commerce center of the city. Buildings are typically set close to the street and often adjoin each other. On-street parking is common and off-street parking is generally concentrated in parking structures or located to the side or rear of buildings. Streets should provide space for street trees, cafe seating, public art and other amenities, particularly at retail areas and bus stops.



Example Downtown Street Cross Section

Example Streets: Water Street, 4th Street NW, Ridge McIntire Road

#### Example Downtown Design Guidelines

Major Design Elements	Recommended	Parameters
ROW	n/a	50' - 80'
Sidewalks	Yes	> 6'
Curbside Buffer Zone	Yes	3' - 8' (5' minimum for a street tree)
Street Trees	Yes	Locate in curbside buffer in tree boxes or in on-street parking zone
On-Street Parking	Yes	8'
Diagonal On-Street Parking	Limited	Back-in parking only, 60o, 17' min. stall depth
Off-Street Parking Access	Limited	Driveway, service and loading preferred from alleys and side streets
Travel Lane Widths	n/a	10' - 11'
Turn Lanes	Limited	Only at major intersections and major destination access points
Design Speed	Slow	25mph
Bicycle Facilities	Yes	Shared lane markings, bike lanes, cycle tracks, turn boxes
Transit Stop Facilities	Yes	Shelters, benches, paved waiting areas, litter receptacles, lighting
Traffic Calming	Yes	Corner extensions, raised intersections, raised crossings
Curbs	No	
Gutters	Yes	Valley gutter
Pedestrian Lighting	Yes	16' Height Max., Style and scale consistent with historic character
Street Lighting	Yes	Style and scale consistent with historic character
Median	Limited	Recommended for facilitation of safe pedestrian crossings and stormwater management
Curb Radii	n/a	15' - 30'
Build-To Line/Street Wall Set Back from Public ROW	n/a	0' - 5'
Low Impact Development Opportunities	Yes	Bioretention planters, bioswales, curb extension bioretention, permeable pavements
Sidewalk Pavement Material	n/a	Concrete, permeable pavement, unit pavers consistent w/ historic character
Parking Lane Pavement	n/a	Asphalt, permeable pavement, unit pavers
Roadway Pavement Material	n/a	Asphalt
Gutter Material	n/a	Concrete, and unit pavers
Curb Material	n/a	n/a
Curbside Buffer Zone Material	n/a	Unit pavers, permeable pavement, vegetated tree boxes

# Example Downtown Street Cross Section



### 3b. Mixed Use Corridors

Mixed Use Corridors are characterized by a mixture of high-density uses, including neighborhood-oriented retail, office, and residential uses. Buildings are typically set close to the street and often adjoin each other with parking relegated to the rear of the building. Mixed Use Corridors reinforce transit corridors with mixtures of land uses and density. The comfort and safety of pedestrians, cyclists, and transit passengers should be prioritized.

*Example Streets:* Preston Avenue, 5th Street SW, West Main Street



#### Example Mixed Use Design Guidelines

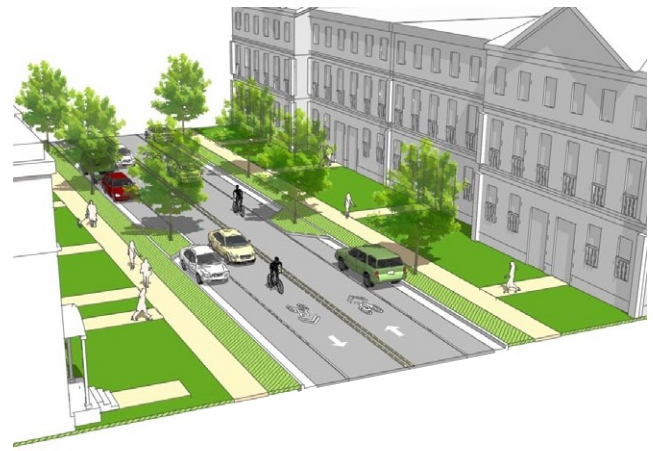
Major Design Elements	Recommended	Parameters
ROW	n/a	40' - 100'
Sidewalks	Yes	> 7'
Curbside Buffer Zone	Yes	3' - 6' (5' minimum for a street tree)
Street Trees	Yes	Locate in curbside buffer or in on-street parking zone
On-Street Parking	Yes	8'
Diagonal On-Street Parking	Limited	Back-in parking only, 60o, 17' min. stall depth
Off-Street Parking Access	Limited	Driveways, service and loading preferred from alleys and side streets
Travel Lane Widths	n/a	11'
Turn Lanes	Yes	10'
Design Speed	Slow	< 30 mph
Bicycle Facilities	Yes	Bike lanes, cycle tracks, turn boxes, shared use paths
Transit Stop Facilities	Yes	Shelters, benches, paved curbside waiting areas, litter receptacle
Traffic Calming	Yes	Roundabouts, corner curb extensions, raised crossings
Curbs	Limited	Vertical curb, or combination curb and gutter
Gutters	Yes	Valley gutter or combination curb and gutter
Pedestrian Lighting	Yes	16' Height Maximum
Street Lighting	Yes	
Median	Yes	Recommended for facilitation of safe pedestrian crossings, traffic calming, and stormwater management
Curb Radii	n/a	20' - 30'
Build-To Line/Street Wall Set Back from Public ROW	n/a	0' - 10'
Low Impact Development Opportunities	Yes	Bioretention planters, bioswales, curb extension bioretention, permeable pavements
Sidewalk Pavement Material	n/a	Concrete, permeable pavement
Parking Lane Pavement	n/a	Asphalt, permeable pavement, unit pavers
Roadway Pavement Material	n/a	Asphalt
Gutter Material	n/a	Asphalt, concrete
Curb Material	n/a	Concrete
Curbside Buffer Zone Material	n/a	Unit pavers, permeable pavement, lawn, groundcover, vegetated tree boxes

# Example Mixed Use Corridor Cross Section



### 3c. Residential Streets

Residential Streets are primarily non-framework streets located in low density residential areas. Residential Streets are envisioned as providing everyday residential access and neighborhood connectivity, though in limited cases they also serve as framework streets to provide access for longer distance trips. Pedestrian safety is paramount on Residential Streets, regardless of whether it is a framework or non-framework street, and their design should reinforce the slow, quiet, pedestrian-oriented character that enhances residential quality of life. The street context differs in high density areas and low density areas, as well as between traditional neighborhoods and suburban neighborhoods.



*Example Residential Street Cross Section*

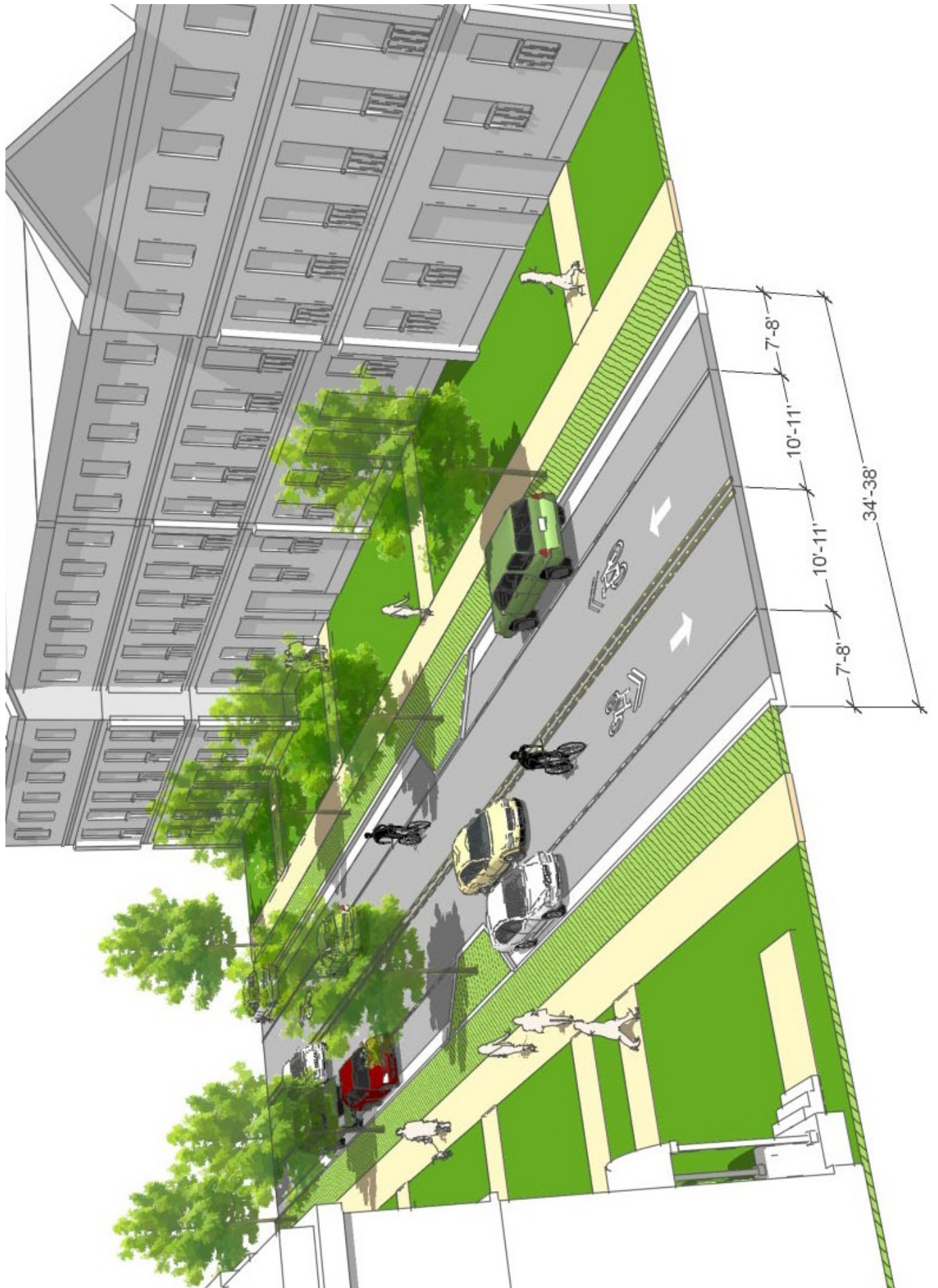
*Example Streets:* Shamrock Road, Montrose Avenue, Dairy Road

#### *Example Residential Street Design Guidelines*

Major Design Elements	Recommended	Parameters
ROW	n/a	25' - 50'
Sidewalks	Yes	5' - 8'
Curbside Buffer Zone	Yes	0' - 5' (5' minimum for a street tree)
Street Trees	Yes	Locate in curbside buffer or in on-street parking zone
On-Street Parking	Yes	7' - 8'
Diagonal On-Street Parking	No	
Off-Street Parking Access	Limited	Driveway access preferred from alleys
Travel Lane Widths	n/a	10' - 11'
Turn Lanes	No	
Design Speed	Slow	< 25mph
Bicycle Facilities	Limited	Bicycles may use full lane signage, Shared Lane Markings on designated routes, or climbing bike lanes
Transit Stop Facilities	Yes	Benches, paved curbside waiting areas
Traffic Calming	Yes	Curb extensions (mid block and corner), speed tables, raised intersections, raised crossings, and mini traffic circles
Curbs	Limited	Vertical curb, or combination curb and gutter
Gutters	Yes	Valley gutter or combination curb and gutter
Pedestrian Lighting	Yes	16' Height Maximum
Street Lighting	No	
Median	No	
Curb Radii	n/a	15' - 25'
Build-To Line/Street Wall Set Back from Public ROW	n/a	0' - 20'
Low Impact Development Opportunities	Yes	Bioswales, bioretention planters, curb extension bioretention, permeable pavements
Sidewalk Pavement Material	n/a	Concrete, permeable pavement, unit pavers
Parking Lane Pavement	n/a	Asphalt, permeable pavement, unit pavers
Roadway Pavement Material	n/a	Asphalt
Gutter Material	n/a	Asphalt, concrete, and unit pavers
Curb Material	n/a	Concrete, granite
Curbside Buffer Zone Material	n/a	Lawn, groundcover



# Example Residential Street Cross Section



### 3d. Neighborhood Commercial Street

Neighborhood Commercial Areas serve small-scale commercial that allow residents to live, work, and shop in a local setting. Neighborhood Commercial Areas are characterized by a mixture uses, including neighborhood-oriented retail, office, and residential uses. Buildings are typically set close to the street and adjoin each other. On-street parking is common and off-street parking is located to the side or rear of principal buildings. These neighborhood commercial uses are limited in terms of times of operation and activities to avoid noise, traffic, and other adverse impacts on the residential character of the neighborhood.

*Example Streets: Monticello Road, Fontaine Ave*



uses,  
of  
often

#### Example Neighborhood Commercial Design Guidelines

Major Design Elements	Recommended	Parameters
ROW	n/a	25' - 50'
Sidewalks	Yes	5' - 8'
Curbside Buffer Zone	Yes	0' - 5' (5' minimum for a street tree)
Street Trees	Yes	Locate in curbside buffer or in on-street parking zone
On-Street Parking	Yes	7' - 8'
Diagonal On-Street Parking	No	
Off-Street Parking Access	Limited	Driveway access preferred from alleys
Travel Lane Widths	n/a	10' - 11'
Turn Lanes	No	
Design Speed	Slow	< 25mph
Bicycle Facilities	Limited	Bicycles may use full lane signage, Shared Lane Markings on designated routes, or climbing bike lanes
Transit Stop Facilities	Yes	Benches, paved curbside waiting areas
Traffic Calming	Yes	Curb extensions (mid block and corner), speed tables, raised intersections, raised crossings, and mini traffic circles
Curbs	Limited	Vertical curb, or combination curb and gutter
Gutters	Yes	Valley gutter or combination curb and gutter
Pedestrian Lighting	Yes	16' Height Maximum
Street Lighting	No	
Median	No	
Curb Radii	n/a	15' - 25'
Build-To Line/Street Wall Set Back from Public ROW	n/a	0' - 20'
Low Impact Development Opportunities	Yes	Bioswales, bioretention planters, curb extension bioretention, permeable pavements
Sidewalk Pavement Material	n/a	Concrete, permeable pavement, unit pavers
Parking Lane Pavement	n/a	Asphalt, permeable pavement, unit pavers
Roadway Pavement Material	n/a	Asphalt
Gutter Material	n/a	Asphalt, concrete, and unit pavers
Curb Material	n/a	Concrete, granite
Curbside Buffer Zone Material	n/a	Lawn, groundcover

# Example Neighborhood Commercial Cross



### 3f. Business and Technology Streets

Business and Technology Streets serve land uses that have the potential to create adverse visual, noise or other impacts to surrounding residential properties. These uses include warehousing and distribution with support commercial services, and ancillary office space. While these land uses are auto-oriented, pedestrians must be accommodated to facilitate walkability and connections to and through these areas. Care should be taken to minimize driveways and reduce the speed of motorists.

*Example Streets:* River Road, Linden Avenue, Harris Street

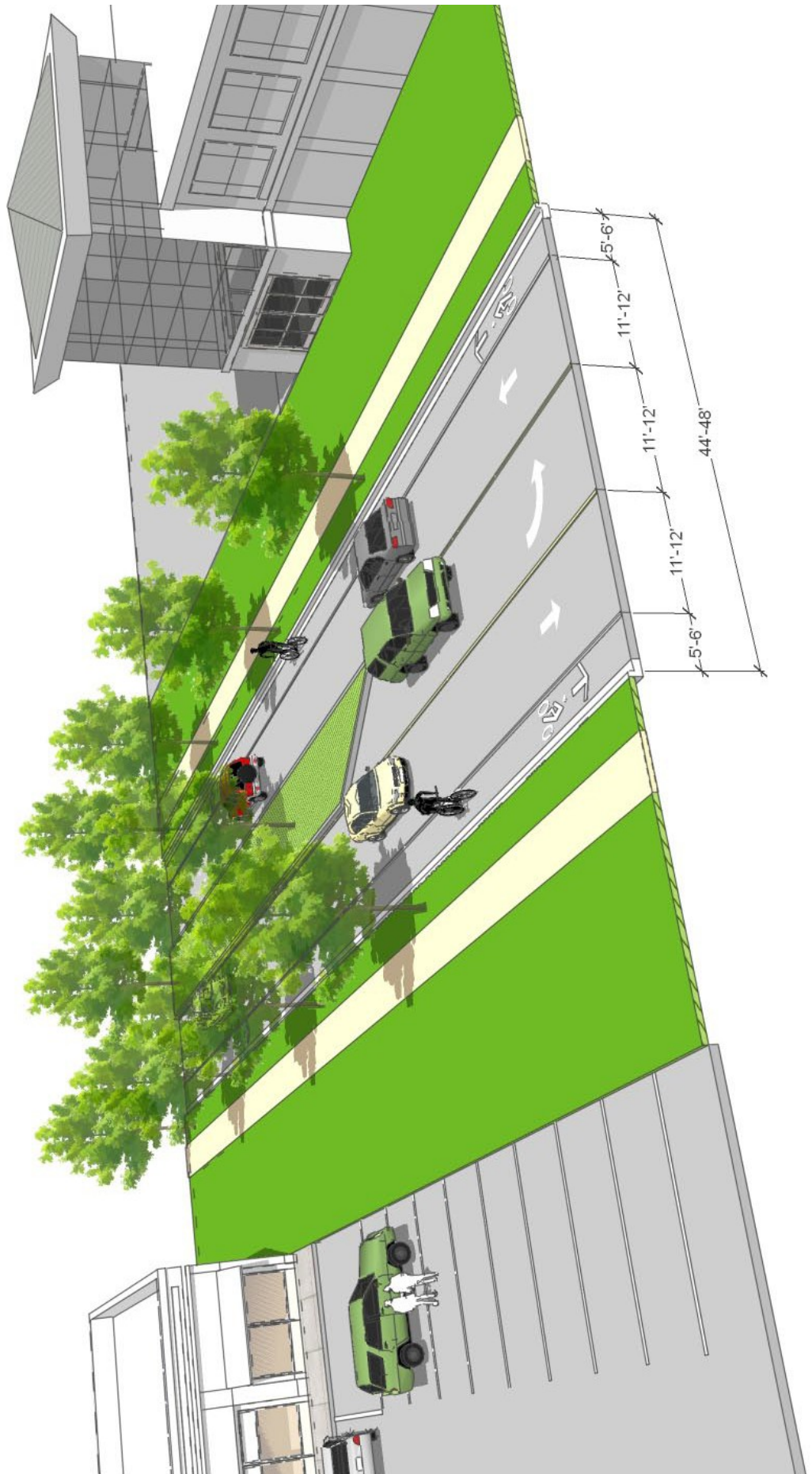


*Example Business and Technology Cross Section*

#### *Example Business and Technology*

Major Design Elements	Recommended	Parameters
ROW	n/a	40' - 60'
Sidewalks	Yes	5' - 6'
Curbside Buffer Zone	Yes	4' - 6' (5' minimum for a street tree)
Street Trees	Yes	Locate in curbside buffer
On-Street Parking	Limited	8'
Diagonal On-Street Parking	No	
Off-Street Parking Access	Yes	ADA access and sidewalks to be maintained at all driveway entrances
Travel Lane Widths	n/a	11' - 12'
Turn Lanes	Yes	11' - 12'
Design Speed	Slow	< 25mph
Bicycle Facilities	Limited	Shared Lane Markings, bike lanes, climbing bike lanes
Transit Stop Facilities	Yes	Benches, paved curbside waiting areas
Traffic Calming	Yes	Curb extensions (mid block and corner), speed tables, raised intersections, raised crossings
Curbs	Where necessary	Vertical curb, or combination curb and gutter
Gutters	Yes	Valley gutter or combination curb and gutter
Pedestrian Lighting	No	
Street Lighting	No	
Median	No	
Curb Radi	n/a	20' - 30'
Build-To Line/Street Wall Set Back from Public ROW	n/a	10' - 60'
Low Impact Development Opportunities	Yes	Bioswales, permeable pavements
Sidewalk Pavement Material	n/a	Concrete, permeable pavement
Parking Lane Pavement	n/a	Asphalt, permeable pavement
Roadway Pavement Material	n/a	Asphalt
Gutter Material	n/a	Asphalt, concrete
Curb Material	n/a	Concrete
Curbside Buffer Zone Material	n/a	Lawn or groundcover

# Example Industrial Street Cross Section



### 3g. Alleys

Alleys are non-framework streets and public right-of-ways that have little or no building frontages. Alleys are used to create more pedestrian-friendly block sizes and allow for vehicular and pedestrian/bicycle access to the interiors or sides of blocks through the same, shared street space. Driveways and parking areas should be accessed from these streets in residential areas, as should building services and loading in commercial areas. These areas experience lower levels of pedestrian activity, however minimal pedestrian accommodations should still be provided. In instances where buildings do front the alley, the streetscape character should reinforce the shared nature of the alleyway through paving, curb treatments, and street furniture placement.



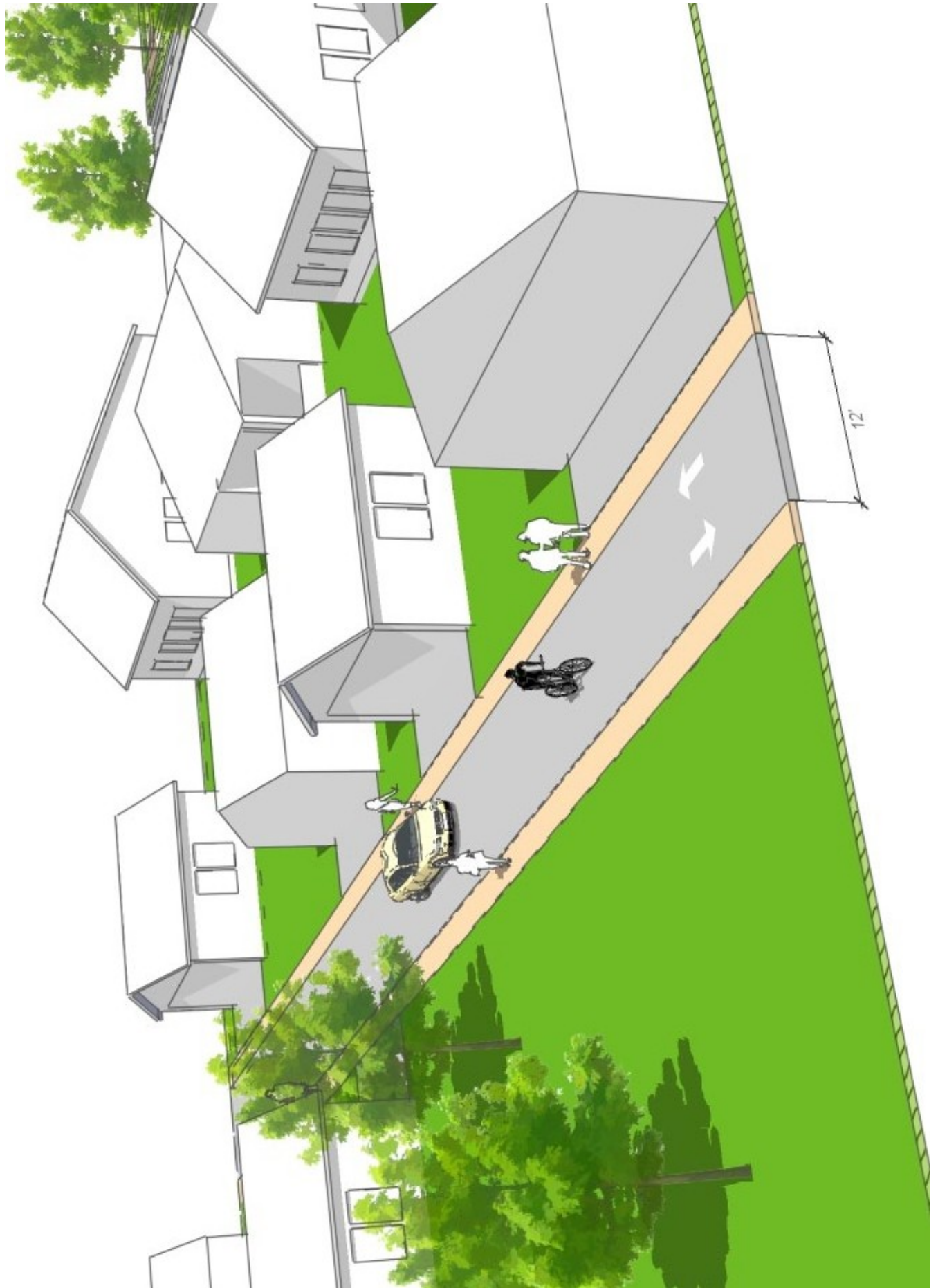
Example Alley Cross Section

Example Streets: Hedge Street, 13th Street NW, 16th Street NW

#### Example Alley Design Guidelines

Major Design Elements	Recommended	Parameters
ROW	n/a	10' - 35'
Sidewalks	Yes	3' Min.
Curbside Buffer Zone	Limited	0' - 5'
Street Trees	Limited	Locate in curbside buffer in tree boxes or in on-street parking zone
On-Street Parking	Yes	7'
Diagonal On-Street Parking	No	
Off-Street Parking Access	Yes	
Travel Lane Widths	n/a	8' - 10'
Turn Lanes	No	
Design Speed	Slow	< 20mph
Bicycle Facilities	No	
Transit Stop Facilities	No	
Traffic Calming	Limited	Speed tables, curb extensions
Curbs	No	
Gutters	Yes	Valley gutter
Pedestrian Lighting	No	
Street Lighting	No	
Median	No	
Curb Radii	n/a	10' - 20'
Build-To Line/Street Wall Set Back from Public ROW	No requirement	
Low Impact Development Opportunities	Yes	Permeable pavements
Sidewalk Pavement Material	n/a	Concrete, permeable pavement, unit pavers
Parking Lane Pavement	n/a	Asphalt, permeable pavement, unit pavers
Roadway Pavement Material	n/a	Asphalt, permeable pavements, unit pavers
Gutter Material	n/a	Asphalt, concrete, and unit pavers
Curb Material	n/a	n/a
Curbside Buffer Zone Material	n/a	Unit pavers, permeable pavement, vegetated tree boxes

# Example Alley Cross Section



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This report is a synthesis of comments made during the following focus groups and public meetings conducted May 27-30, 2014 for the Charlottesville Street Design Guidelines Study:

- ADA focus group
- Business leaders focus group
- County-UVA-MPO focus group
- Fire safety focus group
- Neighborhood focus group
- Transit focus group
- Tree focus group
- May 27 evening public workshop
- May 29 evening drop-in session

*What we value and want to encourage:*

- Walkable/ bikeable city
- Attractive
- Trees
- Sense of community
- Affordable & diverse
- Safe
- Historical fabric
- Vital, full of life
- Natural context
- Engaged
- Inclusive
- Creative
- Unique, niche neighborhoods

*What we are concerned about and want to change:*

- Broken street systems
  - Failing, aging infrastructure
  - Unnecessarily disrupted street grid network (i.e. one way in Fifeville, cut-off streets in neighborhoods around West Main)
  - Confusing to navigate – streets change names & direction randomly
  - Streets made large to accommodate emergency vehicles encourage speeding by all drivers
  - Utilities in street right-of-way conflict w/ planting trees & expanding sidewalks
  - Degrading signal pre-emption systems for emergency vehicles
  - Free, on-street parking – asset or problem? Employees use space that is meant for customers; drivers congest the streets looking for free parking while garages have empty spaces

- Broken pedestrian & bicycle systems
  - Broken connections – sidewalks & bike lanes that seem to go nowhere or end abruptly, leaving people stranded at intersections or mid block
  - Hills - can't change, but can create routes that help avoid the steepest ones
  - Humidity - can't change, but can create more shade
  - Narrow streets without room for sidewalks or bike lanes
  - RR crossings & trestles for two major, active freight & passenger rail lines
  - Telephone poles, mailboxes, overgrown shrubs, trash containers, and other sidewalk obstructions that are especially bad for people with disabilities
  - Litter, glass, and washed-out mud & gravel in bike lanes
- Safety concerns, real & perceived
  - Few children walk or bike to school (even when they physically could, their parents often choose to drive them)
  - Shopping center parking lots – low-speed free-for-alls
- Disparate political leadership
  - No cohesive political will to really push bike/ped access
  - Differences between city & county – ideologies, policies, land use controls, public works operations, governmental structures
  - Coordination with UVA – policies discourage riding through Central Grounds
- Inequity
  - Fear of projects that break up, isolate, or degrade the quality of historically African-American neighborhoods
  - Lack of affordable city housing
  - Poor neighborhoods that are isolated from ped/ bike/ transit options
  - Connecting streets without careful planning can just push vehicle traffic from one neighborhood to another
- “Angry” streets
  - Drivers/ cyclists/ pedestrians don't respect each other
  - People don't understand and/or follow traffic rules; confusion about sharrows, which are not on the driver exam & not ubiquitous
  - Drivers are distracted
  - Lack of visual cues to make drivers slow down and watch for pedestrians & cyclists

*Ideas for making positive changes:*

- Take a holistic approach to design – combine plans & design for elements such as:
  - Shade
  - Trees
  - Seating
  - Protected bike lanes
  - Stormwater management
  - Attractive, comfortable transit stops
  - Access for emergency vehicles that does not encourage driver speeding

- Strive for big-picture outcomes
  - Don't compromise or try to achieve "balance" – advance priorities
  - Adopt an integrated approach to planning & decision-making, led by the City Manager and department heads, in which every department is rewarded for contributing to a larger vision rather than operating in "silos of excellence."
  - Create one square mile where an urban, car free life style is possible
  - Make arterials a place for human exchange, not vehicle throughput
  - Stop allowing the city to "sprawl" with piecemeal development that generates automobile traffic instead of creating bike/ped/ transit options
  - Reduce transit travel time compared to automobile travel time (E-W across city: walk 90 min bus 40 min, drive 10 min) through a combination of improving transit flow and reducing automobile speeds
- Conduct complementary initiatives
  - Update zoning, codes, and development approval practices to encourage land uses that generate multimodal transportation options
  - Create affordable (workforce) housing downtown
  - Identify truck routes
  - Update urban forest management plan with more specific goals
  - Create more neighborhood greenways
  - Assess and fix ADA accessibility barriers – curb ramps, sidewalk smoothness & obstructions, driveway entrances, walk distance to transit
- Manage parking
  - Use meters on street – can create pay-on-foot stations to avoid sidewalk clutter; Richmond has block-by-block parking fees that you can pay on your smartphone.
  - Parking structures that are more convenient and affordable than on-street parking
  - Establish a Parking Authority, or do an independent business structure.
  - Build smaller parking spaces
- Educate people
  - Free, on-street parking as a problem instead of an asset in cities – induces demand, creates congestion
  - Roadway safety rules and practices for drivers, pedestrians and cyclists
  - Understand that transportation planning = placemaking
  - Change expectations that one can drive fast in the city
  - Accept/ embrace that city & suburban commercial areas are for different economic markets – don't try to make them compete
  - Know that walkability, access to transit & greenways, and presence of mature shade trees can all increase property values
  - Encourage culture of shared ownership of streets – safe operations for all users and responsibility for maintenance (snow removal, trash, etc)
- Look at other communities for ideas
  - Vancouver - downtown schools, parks on roofs

- Ottawa - transitways & waterways
- Charlotte, NC – wedges & corridors design
- Paris – a five-story city
- Manassas? Other cities that attract surrounding county traffic?
- Alexandria King St
- Arlington – political will to limit car traffic
- Portland, OR
- Cities with “Garden Right-of-Way:” Greenbelt, SC (Reedy River); Erie, PA; South Arlington, OH
- Denver pedestrian mall
- Winchester VA pedestrian mall

***Key streets/ locations to consider:***

- Emmet St / Route 29
  - Existing crosswalks don't work
  - Opportunity for ped/bike access with anticipated interchanges
  - Stonefield – not great in terms of access to it, but better than the other shopping centers on 29
  - Narrow the lanes & create space for private development to increase its value/ yield
- Meadowcreek Parkway
  - access to downtown hotels
  - ped access to park amenities
  - bicycle path is full of gravel & washout
  - 250 interchange – concern about ped/bike safety & access
  - Harris Street intersection – candidate for a roundabout
  - New connection from Harris to Fourth would create parallel route to McIntire that could be much better for pedestrians & cyclists
  - Access to city from County neighborhoods (Dunlora)
- Preston Ave
  - Good candidate for higher density commercial development
  - Narrow the lanes & create space for private development to increase its value/ yield
- Ridge/McIntire & Vinegar Hill area
  - 5-way Ridge/Water/Main St intersection and McIntire intersection – roundabouts for one or both locations?
  - Redevelopment opportunity in Staples parking lot (conference facility?); opportunity for better pedestrian connection from Jefferson School to downtown mall
  - Omni hotel is a barrier; increase pedestrian connections
  - Blinking ped crosswalk at mid-block on McIntire is scary for drivers & pedestrians

- People use the Staples parking lot to access the downtown mall, which means more people crossing McIntire mid-block
- City/county borders
  - Stonefield on 29 north
  - Free Bridge east to Pantops & Fontana
  - Ivy Road to west
- Belmont
  - RR Bridge/ need access to Downtown Transit Center - underpass? At-grade crossing around Lexus/Nexus bldg.?
  - Missing links in neighborhood network
  - Rialto Rd – opp for green infrastructure + bike/ped route
  - Monticello Ave – high speeds coming off of I-64
  - Avon St – hellish rush hour traffic
  - Meade Avenue – recent improvements made it a big street with eight-foot sidewalks – would have been helpful to have some street trees, because it’s now a big concrete expanse that encourages people to drive faster.
  - Monticello – speeding from drivers coming off of I-64
  - Avon – rush hour traffic congestion
- Fifeville
  - One-way streets to reduce cut-through traffic
  - Major entrance
  - Can take 35 minutes to get downtown through UVA
- Rivanna River Corridor
  - County trail system on other side of the river
  - Riverview Trail 9 out of 10 votes for favorite City trail
- Woolen Mills
  - National historic district, 101 contributing structures; Connects world heritage sites (Monticello and Rotunda); historic Riverview Cenetery
  - City’s “junk drawer” - Regional water and sewer authority location; Zoned up to Market St as manufacturing/industry; then residential
  - Free Bridge connection to Chesapeake St generates 23,000 AADT
  - Franklin St
- Fry’s Spring
  - JPA, esp intersection @ Cleveland & connection to Old Lynchburg
  - Jackson –Via Elementary access
  - Azalea park access
  - New trail parallels JPA from Sunset to Monte Vista
  - Good tree canopy
- Johnson Village
  - Access to Johnson Elementary, Beach Club, UVa
  - Great walking neighborhood except for Shamrock Rd from Cherry to JPA
  - Village Place - Phase III apartments & townhomes = 2,000 trips?
  - Want to maintain single entrance into neighborhood

## Charlottesville Street Design Charrette, May 27-30, 2014 - Public Comments

- Martha Jefferson—High Street, Lexington, north to 250, Kelly St
  - Biggest concerns are safety, excessive congestion
  - Access from High St or Locust Ave – speeding problems
  - Cut- through traffic on side streets (Poplar, Sycamore) to reach Park St
  - National Historic Conservation district
- Downtown mall – West Main
  - Pedestrian access from Vinegar Hill
  - Loading/ meeting areas for people with disabilities on 2<sup>nd</sup> & 4th
  - Extend Downtown Mall pedestrian experience past Lewis & Clark statue onto West Main
  - West Main St – parallel bike route?
  - Advance street car initiative from Downtown Transit Ctr to Barracks Rd
- Transit nodes
  - Willioughby
  - Barracks Road
  - UVA Hospital
- Other areas
  - Park St – traffic speed feels better, but volumes are still high
  - Melbourne – ped/bike access to high school
  - Rose Hill – lane width, speed, access to school
  - 5<sup>th</sup> St Extended - bike lanes drop off in northbound lanes
  - Jefferson Park Ave – bike lanes drop
  - Gordon Ave library – access
  - Arlington Blvd good example of planting strip, sidewalks & trees
  - UVA hospital is planting lots of trees

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



Agenda Date:	December 15, 2014
Action Required:	Approval of Proceeding with Co-location of General District Court and Parking Study
Presenter:	Maurice Jones, City Manager
Staff Contacts:	Aubrey Watts, COO/CFO
<b>Title:</b>	<b>Courts Update – Update on Courts Committee</b>

**Background:**

On July 1, 2014, the Board of Supervisors and City Council held a joint meeting to discuss issues shared by the jurisdictions, including the pending courts project. One outcome of this joint meeting was the formation of a special committee that included representation from the Board of Supervisors, City Council, and Courts Stakeholders to evaluate challenges and opportunities associated with expansion of the courts downtown (downtown development option), including the possibility of co-locating the general district court operations and finding reasonable parking solutions.

On August 11, 2014, an organizational meeting of the Courts Committee was held. It was agreed that the formal members of the committee would be Board Members Jane Dittmar and Ann Mallek, City Mayor Satyendra Huja, City Councilor Robert Fenwick, City Chief Operating Officer/Chief Financial Officer Aubrey Watts, City Manager Maurice Jones, Judge Robert Downer, Bar Association Representative Page Williams, County Executive Tom Foley, and Deputy County Executive Bill Letteri. Other participants, including representatives of the Sheriff's Departments, Office of the Public Defender, Commonwealth's Attorneys and Clerk Offices, and Circuit Court Judges, would be invited for input.

The following "purpose" statement was approved by the Committee: To explore and resolve questions related to challenges, opportunities and collaboration associated with expanding the County's courts in downtown Charlottesville. The Committee, to include elected officials from both jurisdictions, will engage in a series of discussions in an attempt to reach agreement on proposed terms and conditions under which the downtown court option might proceed. The Committee will make recommendations to the jurisdictions' elected bodies for final consideration.

**Discussion:**

The Committee has held a series of meetings. Past studies and findings were reviewed by the Committee in order to gain a general knowledge and understanding of the project history, current

conditions of the courts, case load trends, and future needs. The Committee also met with other Courts stakeholders to obtain their input and perspective directly on the Courts projects. There was strong stakeholder support for courts adjacency or co-location as the Committee believes citizen benefit from courts and offices that are closer together.

There was a consensus among the Committee members to focus on the downtown option for the county and further study the potential of co-locating the City and County General District Courts at the existing Levy Building site, which is a property co-owned by both jurisdictions. The co-location concept would involve a cost sharing agreement and was reviewed as a high level concept at the last steering committee meeting. The Levy concept would include a shared, secure entrance, co-located and split General District Clerk offices, four court sets (one for the City, two for the County and one for expansion) along with the County's Commonwealth Attorney offices.

The topic of parking has also been discussed during the stakeholder meetings and the City has indicated support of accommodating the necessary parking requirements to support the court's needs in the short term. The City is currently reviewing proposals received in response to a Request for Proposal for a parking study that looks at longer term needs and solutions.

County staff is preparing to contract with Moseley Architects to update the 2010 Levy building study to include validation of case load assumptions, two building design concepts with massing models, revised cost and schedule estimates. The total cost is \$14,870.00 and the City would participate in half the cost or \$7,435.00. See attachment.

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

This project is consistent with the City's Economic Sustainability vision by bringing good paying careers to our downtown area. It supports local businesses in the area, especially court services and restaurants. It is consistent with our Connected Community vision by promoting a long term relationship with the County. It promotes effective citizen-focused government by having all of the court facilities in one area.

#### **Community Engagement:**

All of the discussions to date have been with the Committee and the stakeholders who use the courts facilities. If Council approves the co-location concept, the plan will be developed and meetings held with the North Downtown Residents Association and DBAC. Other required reviews will occur with the BAR plan review process, Place Design Task Force, and the Planning Commission.

#### **Budgetary Impact:**

The total amount included in the proposed County CIP plan for the Courts Project is approximately \$43 million over a 7-year period and is based on the Downtown Renovation/Expansion option. Total budget impact to the City will be dependent upon which option is ultimately chosen and any revisions to those options such as the co-location of the General District Courts. The City portion for the relocated General District Court is \$6,500,000,



which is included in the Draft 2016-2020 CIP. Our cost share in the facility study is \$7,435.00

**Recommendation:**

Staff recommends that the City support continuation of the due diligence effort currently underway for co-locating the General District Courts at the Levy Building and further investigating interim solutions to provide immediate parking space relief to the courts operations.

City staff will proceed to develop a short and long term parking availability study for the downtown courts area.

**Alternatives:**

Stop further consideration of the co-location of the General District Courts.

**Attachments:**

Appropriation of \$7,435.00 in the CIP to pay for our share of the update to the Moseley Facility Study

General District Court chronology prepared by City staff

Moseley Architects Proposal to update the Facility Study

October 27, 2014 PowerPoint presented by County staff

**RESOLUTION**

**Transfer of Funds from Capital Improvement Program Contingency for Co-location of  
General District Courts Feasibility Study  
\$7,435**

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

**Transfer From - \$7,435**

Fund: 426      Cost Center 1601001000      WBS: CP-080      G/L Account: 599999

**Transfer To - \$7,435**

Fund: 426      Cost Center 1601001000      WBS: P-00844      G/L Account: 599999

# General District Court (GDC) - Chronology

November 15, 2014

Prepared By: Mike Mollica, Facilities Development/Public Works



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Following is a summary of the various reports that have been completed for the GDC over the past decade or so, as well as improvements that have been constructed in the courtroom, and in the adjacent GDC Court Clerk's Office.

- **2002 Renovation** – windows added to the courtroom, installation of a separate courtroom entry (exterior), new entry vestibule, security improvements, and two new conference rooms added.
  
- **August 2009** – Moseley Architects completed the “Court Facility Space Study”. Page 12 of the study, referenced as *Exhibit A*, is attached.
  - GDC criminal case filing trends were analyzed. Actual data were utilized for 1990 - 2005. Assumptions and projections were made for 2010 - 2030.
  
- **April 2010** – Moseley Architects completed the “Feasibility Study for Use of the Levy Building as a GDC Court Facility” (this study was commissioned by Albemarle County). Pages 3 & 4 of the study, referenced as *Exhibit B*, are attached.
  - City GDC case filing trends analyzed. Actual data utilized were from 1990 - 2005. Assumptions and projections were made for 2010 - 2030.
  - Staffing projections and space requirements were based on 2008 figures (actual case filings). Assumptions and projections were made for future staffing and space needs for 2020-2030.
  
- **2012 Expansion of GDC Clerk's Office** – The Police locker room was relocated to the Market Street Parking Garage and the Court Clerk's Office was expanded into the vacated space. With this renovation, the square footage of the GDC was increased as follows:
  - Courtroom, Judge's Chamber, secretary's office, holding cells, main lobby, public restrooms, & rear corridor: 3,590 SF

- GDC Clerk’s Office Suite, break room, restroom and storage room:

2,040 SF

**TOTAL: 5,630 SF**

- **September 2012** – Dewberry/FPW Architects completed the “Courts Master Plan Study” (this study was commissioned by Albemarle County). Page 2/5 of the study, referenced as *Exhibit C*, is attached.
  - Actual data used in this study is through 2010. Projections are used for 2011-2030.
- **July 2014** – The City Facilities Development Division updated the City and County GDC caseload statistics.
  - Actual data provided for 2008 – 2013 (see below).

**General District Court Caseload Statistics**

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Albemarle County	38,781	42,450	38,424	39,503	36,610	32,763
City of Charlottesville	19,819	22,361	18,034	17,763	15,970	14,048

**Conclusion:**

The most up-to-date GDC annual case load data, which was mined from the Commonwealth’s online caseload statistics source in July of this year, indicates that the Moseley and Dewberry assumptions and future trend lines did not pan out as anticipated.

- Instead of a flat line projection for the City, the actual case load figures decreased by almost 30%, comparing the 2008 vs 2013 figures.
- As for Albemarle County, the projections showed steadily increasing case load figures, yet the actual figures indicate that there has been a decline of over 16%, comparing the 2008 vs 2013 case load figures.

# Exhibit A

## APPENDIX A.2

### CHARLOTTESVILLE GENERAL DISTRICT COURT CRIMINAL CASE FILING TRENDS

CITY POPULATION	1990	1995	2000	2005	2010	2015	2020	2025	2030
		40,475	40,800	40,099	39,610	40,639	41,031	41,423	41,851

LINEAR										
New Filings	1990	1995	2000	2005	2010	2015	2020	2025	2030	
	Criminal: Misdemeanor	4,713	3,522	3,419	3,095	2,705	2,320	1,934	1,548	1,162
Criminal: Felony	646	651	671	659	827	871	915	960	1,004	
Criminal: Capias/Show Cause	1,158	456	581	568	436	345	255	164	73	
<b>Total Criminal Filings</b>	<b>6,517</b>	<b>4,629</b>	<b>4,671</b>	<b>4,322</b>	<b>3,968</b>	<b>3,536</b>	<b>3,104</b>	<b>2,671</b>	<b>2,239</b>	

FIXED RATIO OF CASE FILINGS TO POPULATION										
Case Filings Per 1,000 Population					Avg					
	1990	1995	2000	2005		2010	2015	2020	2025	2030
New Filings										
Criminal: Misdemeanor	116.44	86.32	85.26	78.14	88.77	3,608	3,643	3,677	3,715	3,753
Criminal: Felony	15.96	15.96	16.73	16.64	18.25	742	749	756	764	771
Criminal: Capias/Show Cause	28.61	11.18	14.49	14.34	15.89	646	652	658	665	672
<b>Total Criminal Filings</b>	<b>161.01</b>	<b>113.46</b>	<b>116.49</b>	<b>109.11</b>	<b>113.93</b>	<b>4,995</b>	<b>5,043</b>	<b>5,091</b>	<b>5,144</b>	<b>5,197</b>

CHANGING RATIO OF CASE FILINGS TO POPULATION										
Case Filings Per 1,000 Population					Avg					
	1990	1995	2000	2005		2010	2015	2020	2025	2030
New Filings										
Criminal: Misdemeanor	116.44	86.32	85.26	78.14		69.09	60.14	51.20	42.25	33.30
Criminal: Felony	15.96	15.96	16.73	16.64		20.97	22.21	23.45	24.69	25.93
Criminal: Capias/Show Cause	28.61	11.18	14.49	14.34		11.20	9.06	6.93	4.79	2.66
<b>Total Criminal Filings</b>	<b>161.01</b>	<b>113.46</b>	<b>116.49</b>	<b>109.11</b>		<b>101.26</b>	<b>91.41</b>	<b>81.57</b>	<b>71.73</b>	<b>61.89</b>
<b>Total Case Filings</b>										
New Filings	1995	2000	2000	2005	2010	2015	2020	2025	2030	
Criminal: Misdemeanor	4,713	3,522	3,419	3,095	2,808	2,468	2,121	1,768	1,408	
Criminal: Felony	646	651	671	659	852	911	971	1,033	1,096	
Criminal: Capias/Show Cause	1,158	456	581	568	455	372	287	201	112	
<b>Total Criminal Filings</b>	<b>6,517</b>	<b>4,629</b>	<b>4,671</b>	<b>4,322</b>	<b>4,115</b>	<b>3,751</b>	<b>3,379</b>	<b>3,002</b>	<b>2,616</b>	

- Historical population data and estimates were obtained from the Weldon Cooper Center for Public Service.
- Future population projections were obtained from the Virginia Employment Commission.
- Population projections for 2015 and 2025 were not available from the Virginia Employment Commission and were therefore interpolated from other years.
- Case filing statistical data was obtained from the Virginia Supreme Court.
- Case filings are shown only for five year intervals but historical case filing data for every year between 1990 and 2008 was used to calculate trends.

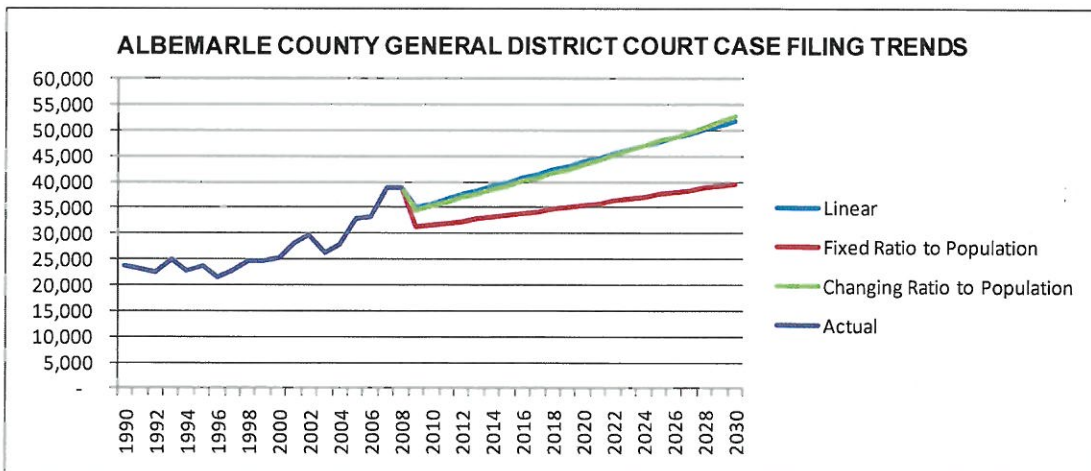
# Exhibit B

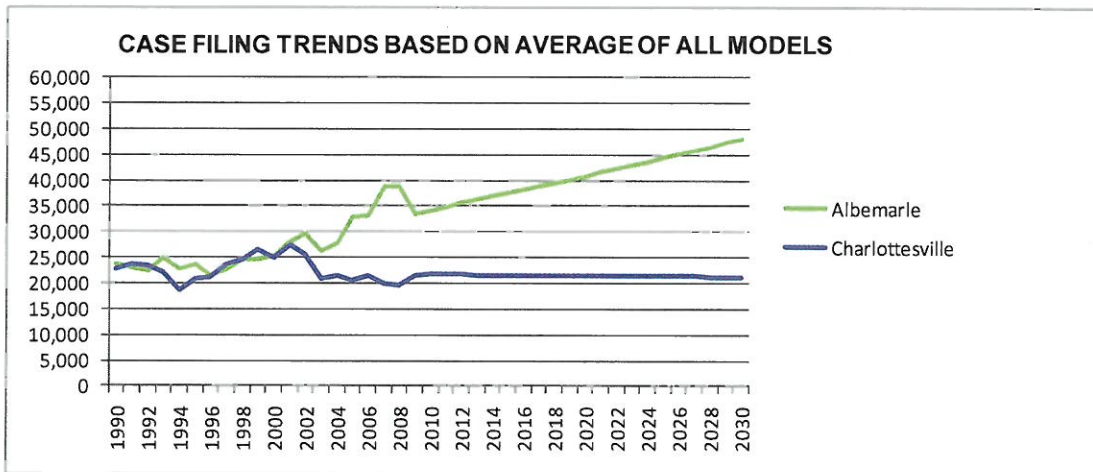
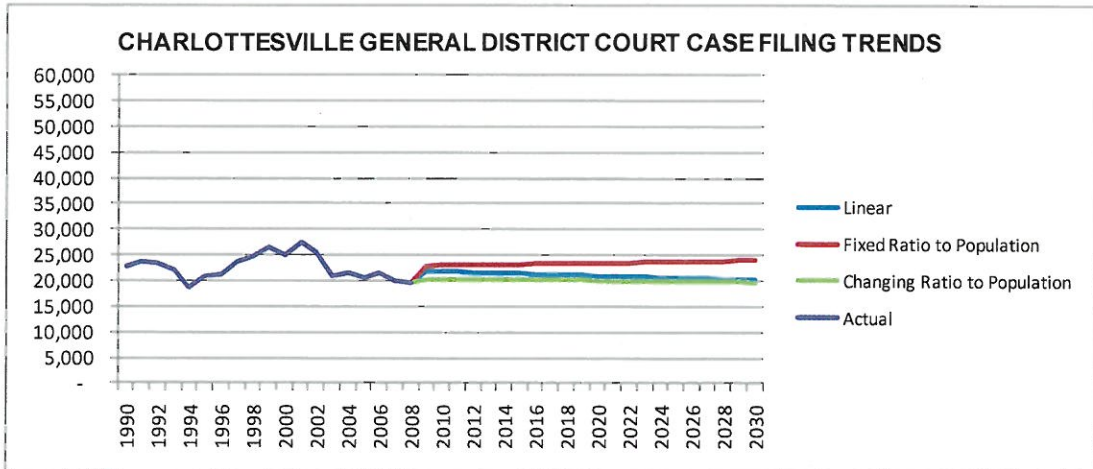
The total number of Charlottesville general district court case filings has remained relatively steady since 1990. Total filings varied from a peak of over 26,000 in 1999 to a low of slightly less than 20,000 in 2008. The average since 1990 is 22,703 cases per year. Because neither the court’s caseload nor the city’s population has changed dramatically over the study period and the city’s population is expected to remain at about the current level through at least 2030, all three forecasting models project little change in case filings through 2030.

Albemarle general district court case filings remained relatively steady from 1990 to 2000. However, in 2008 there were over fifty percent more total case filings than in 2000. In only one year since 2000 has there been a decrease in case filings from the previous year. All three forecasting models indicate continuing increases over the next twenty years.

ALBEMARLE COUNTY GENERAL DISTRICT COURT CASE FILINGS										
	Actual				Projected					Change 2010-2030
	1990	1995	2000	2005	2010	2015	2020	2025	2030	
County Population	68,172	76,600	84,186	90,100	96,247	102,004	107,760	114,108	120,456	
<b>Case Filings</b>										
Linear Trend	23,659	23,629	25,429	32,936	35,920	39,899	43,879	47,859	51,839	44%
Fixed Ratio to County Population	23,659	23,629	25,429	32,936	31,693	33,589	35,485	37,575	39,665	25%
Changing Ratio to County Population	23,659	23,629	25,429	32,936	35,382	39,276	43,371	47,916	52,777	49%
<b>Average of All Models</b>					<b>34,332</b>	<b>37,688</b>	<b>40,911</b>	<b>44,450</b>	<b>48,094</b>	<b>36%</b>

CHARLOTTESVILLE GENERAL DISTRICT COURT CASE FILINGS										
	Actual				Projected					Change 2010-2030
	1990	1995	2000	2005	2010	2015	2020	2025	2030	
City Population	40,475	40,800	40,099	39,610	40,639	41,031	41,423	41,851	42,278	
<b>Case Filings</b>										
Linear Trend	22,754	20,820	25,164	20,766	21,831	21,439	21,051	20,662	20,273	-6%
Fixed Ratio to City Population	22,754	20,820	25,164	20,766	23,074	23,296	23,519	23,762	24,004	4%
Changing Ratio to City Population	22,754	20,820	25,164	20,766	20,437	20,289	20,135	19,992	19,841	-3%
<b>Average of All Models</b>					<b>21,781</b>	<b>21,675</b>	<b>21,568</b>	<b>21,472</b>	<b>21,373</b>	<b>-2%</b>





**Impact of Caseload on Staffing and Space Requirements**

Caseload affects court staffing and space needs in several ways. If a jurisdiction’s caseload is large enough, more than one judge and courtroom are needed to ensure timely scheduling and resolution of cases in that jurisdiction. Over time, changes in the size of the clerk’s staff generally correlate with changes in caseload as well. Additional space for staff and records storage space is needed as caseloads increase.

The Virginia Supreme Court maintains statistics on the average annual number of cases filed per judge in each judicial district in the state, and also on a statewide basis. Generally speaking, an examination of this data provides an indication of the number of judges, courtrooms, and clerk’s staff required in each jurisdiction. On a statewide basis, the average number of general district court cases filed per judge has been increasing. To what extent that trend will continue and how it may affect the number of judges, courtrooms, and clerk’s staff in a given locality is dependent on many factors, the analysis of which is beyond the scope of this study.

The tables on the following page indicate the number of judges that can be anticipated through 2030 for the Albemarle and Charlottesville general district courts for three different scenarios, as follows:

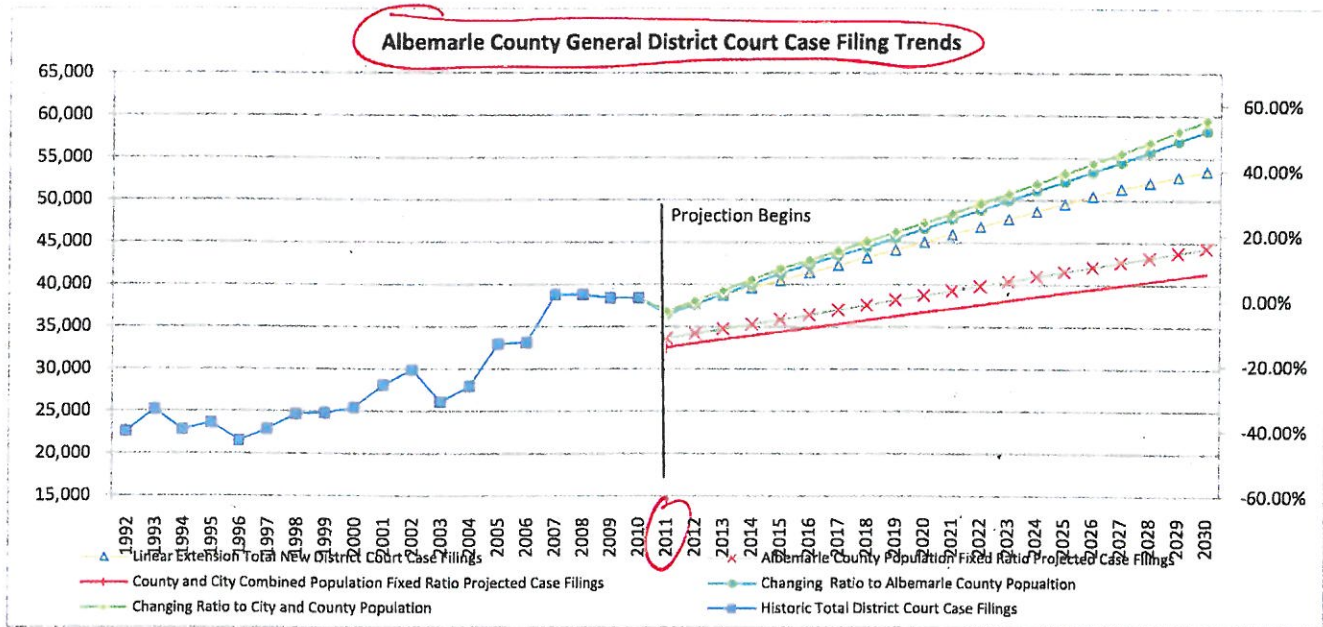
# Exhibit C



## Section 2 – Forecast – Caseload and Staff

### ALBEMARLE COUNTY GENERAL DISTRICT COURT CASE FILINGS

	Actual				Projected				Growth from 2010-2030
	1995	2000	2005	2010	2015	2020	2025	2030	
Albemarle County Population	75,744	84,196	90,376	98,970	107,445	115,919	124,394	132,868	34.25%
Albemarle County and City of Charlottesville Population	113,538	124,285	131,203	142,445	152,629	162,813	173,132	183,451	28.79%
<b>Case Filings</b>									
Linear Trend	23,629	25,429	32,936	38,424	40,526	45,074	49,623	53,506	39.25%
Fixed Ratio to County Population	23,629	25,429	32,936	38,424	35,894	38,725	41,556	44,387	15.52%
Fixed Ratio to County and City Population	23,629	25,429	32,936	38,424	34,427	36,724	39,052	41,379	7.69%
Changing Ratio to County Population	23,629	25,429	32,936	38,424	41,373	46,647	52,244	58,224	51.53%
Changing Ratio to County and City Population	23,629	25,429	32,936	38,424	41,910	47,334	53,192	59,496	54.84%



- From year 2010, the Albemarle County General District Court could expect new case filing growth to be within the range of 7.69% and 54.84% by year 2030.



# MOSELEY ARCHITECTS

CHARLOTTE  
FAIRFAX  
HARRISONBURG  
RALEIGH-DURHAM  
RICHMOND  
VIRGINIA BEACH  
WARRENTON

November 5, 2014

RE: Update of General District Court Facility Study

Trevor Henry  
Director, Office of Facilities Development  
County of Albemarle  
401 McIntire Road, Room 228  
Charlottesville, Virginia 22902-4596

Dear Trevor:

In accordance with your request, we are pleased to offer this proposal for services to update the "Feasibility Study for Use of the Levy Building as a General District Court Facility," dated April 29, 2010, that was previously prepared by Moseley Architects. Our proposed services consist of the following:

- Update the Albemarle County and Charlottesville General District Courts' case filing trends to include the most recent annual case filing statistics available from the Virginia Supreme Court.
- Determine the impact of the updated case filing trends on the anticipated number of judges and courtroom sets necessary for the city and county to accommodate the anticipated case loads over the next 20 years.
- Review documentation of current and projected future space needs for the Albemarle County Commonwealth's Attorney and Albemarle County General District Court Clerk as included in the September 2012 Courts Master Plan Study prepared by Dewberry.
- Meet or confer by telephone with the City of Charlottesville General District Court Clerk to review the current and projected future space requirements for their respective offices as documented in the 2010 study. Update the space requirements if necessary.
- Based on the space requirements defined above, develop two (2) alternative design concepts, either new or adapted from concepts D and/or E in the 2010 study, for a new county/city combined general district court building. This may be a free-standing building or may incorporate the historic Levy Building. One or both of the concepts may include use of the adjacent "Jessup House" property as determined in consultation with the city and county. Concepts shall be illustrated with block and stack floor plan diagrams, conceptual site plans, and building massing sketches generated from digital models, including adjacent, existing buildings.
- Prepare project budget estimates for the design concepts.
- Prepare an overview project schedule for implementation of the project.

- Prepare an addendum to the original study documenting the updated findings, or update the original study to do so. Provide the addendum or updated study in electronic PDF format.
- Attend two meetings in Charlottesville with county and city representatives to review the progress and conclusions of the update process.

The cost of the proposed services including all of our expenses is a lump sum of \$14,870.00. If this proposal is satisfactory, please provide appropriate documentation indicating the county's agreement and authorization to proceed. We appreciate this opportunity to be of service to Albemarle County once again.

Sincerely,

A handwritten signature in black ink, appearing to read "Jay Moore". The signature is fluid and cursive, with a large loop at the beginning and a horizontal line at the end.

Jay Moore, AIA, NCARB

Vice President



**COURTS STAKEHOLDER COMMITTEE MEETING  
27 OCT. 2014**



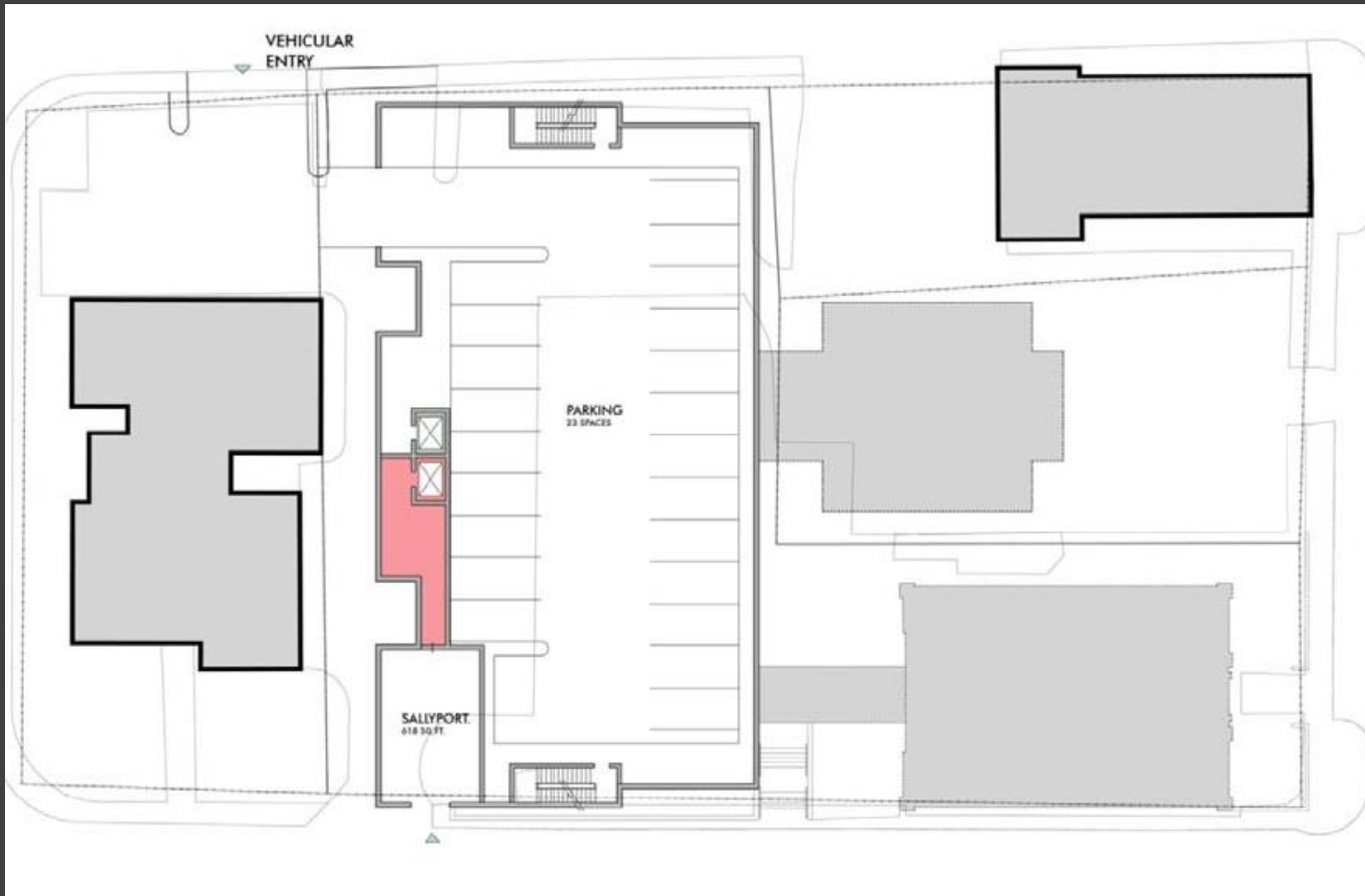
## AGENDA

1. Review/recap last meeting and any follow up BOS or City Council discussions
2. Conceptual Program/Plan for Co-located Gen Dist Court at Renovated Levy (using Dewberry Concept)
3. Conceptual Cost sharing
4. Need for additional information/Analysis
  - Court Cases update
  - Test fit
  - Updated/Refined costs
5. Schedule/Next steps

# DOWNTOWN SOLUTION - Test fit

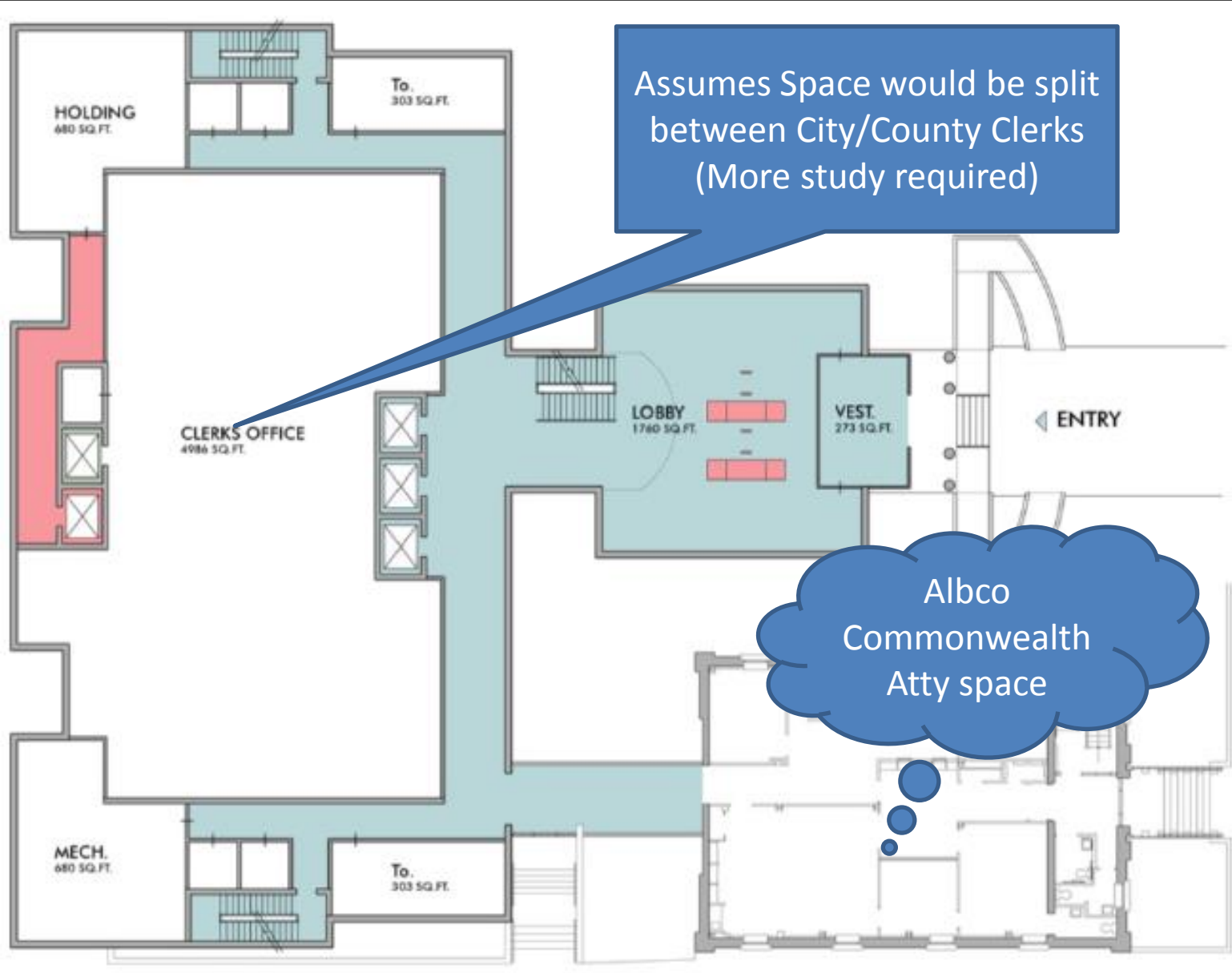


# Levy Building Concept - Parking

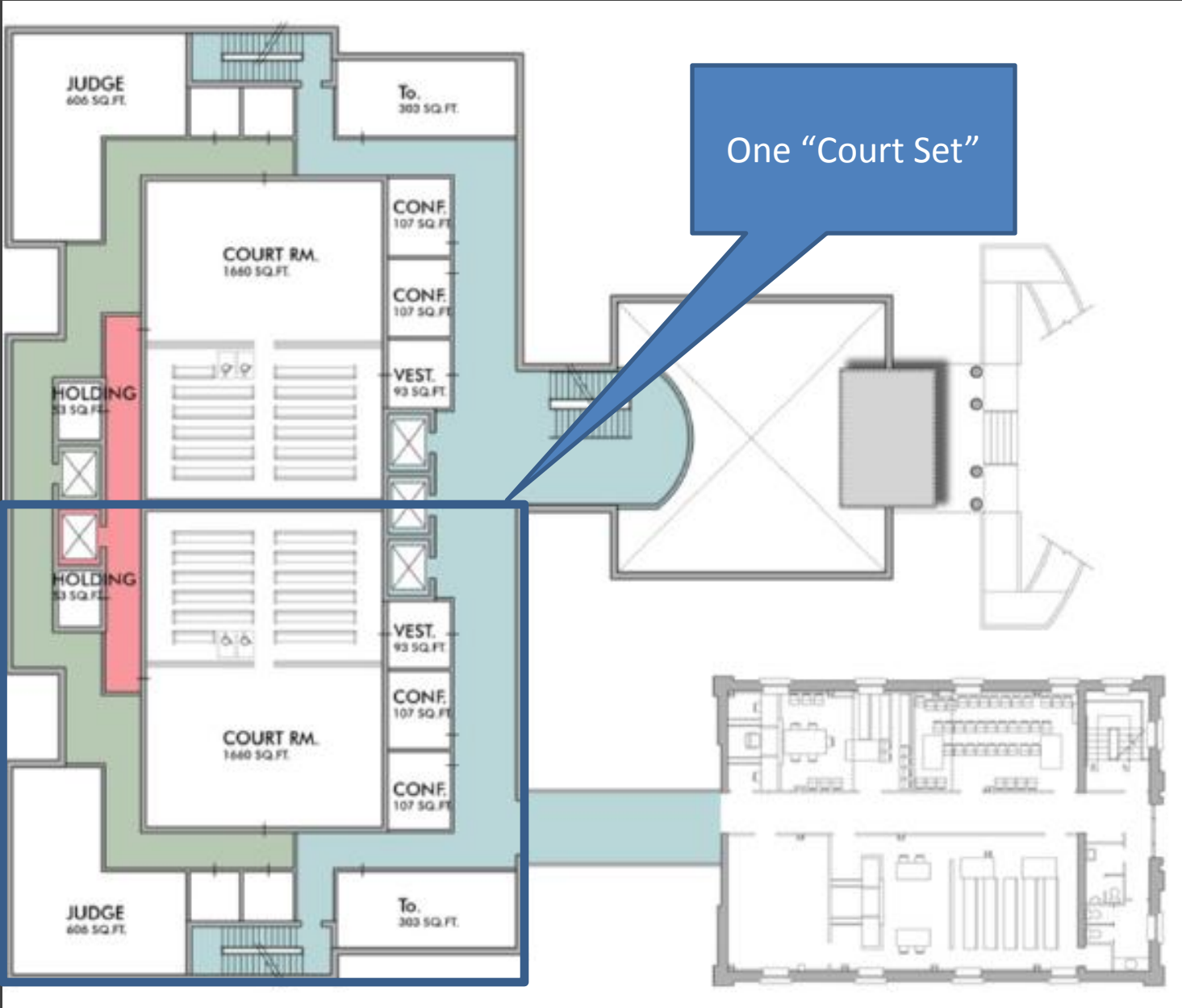


Assumes ~ 23 Underground Secure spaces for Judges/Courts Officials

# Levy Building Concept – First Floor

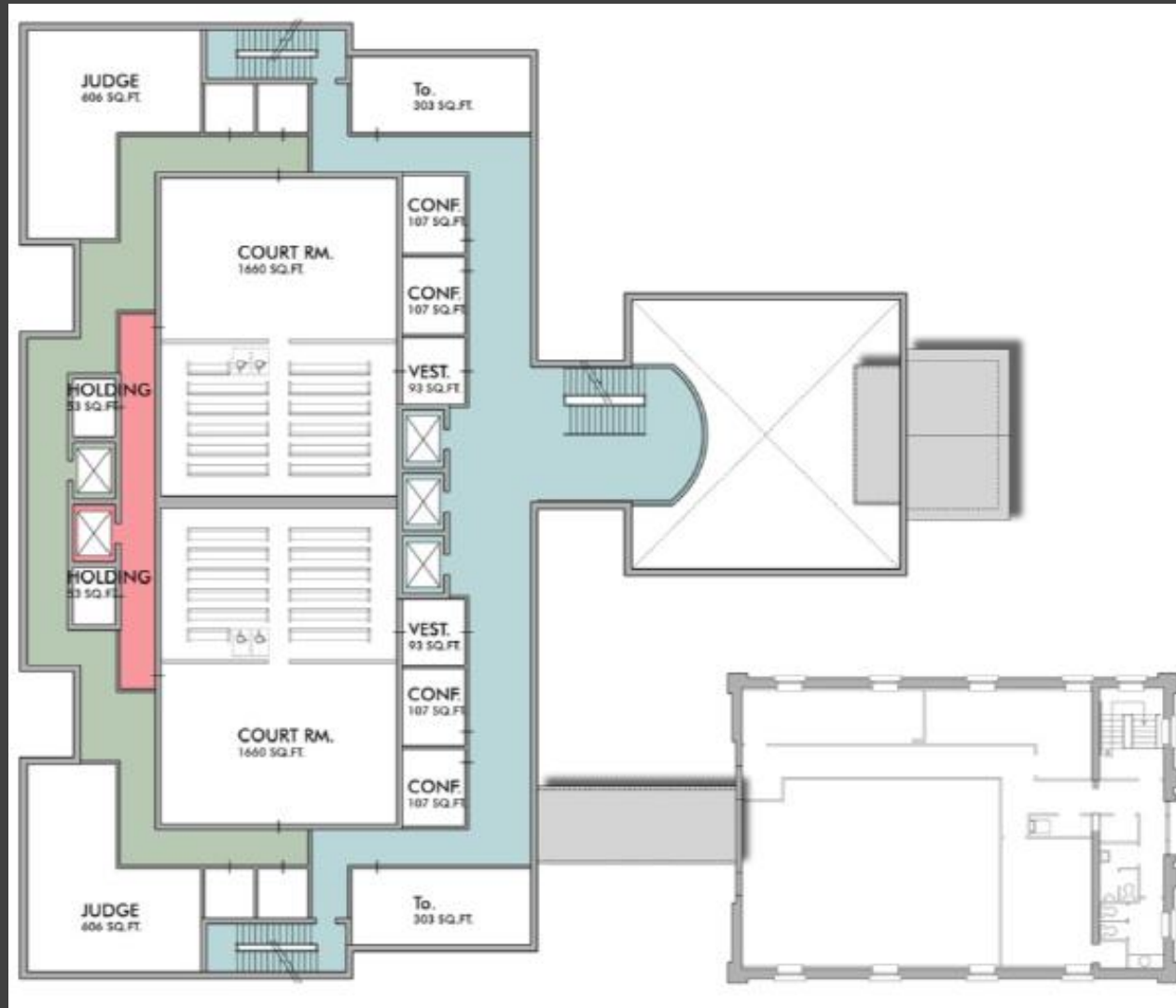


# Levy Building Concept – Second Floor





# Levy Building Concept – Third Floor



- 2 Medium Trial Court Sets for General District Court (Albco)
- 1 Medium Trial Court Sets for City
- 1 Medium Trial Court Sets for Expansion/shared

# Cost Sharing Assumptions

Total Building Gross Square Foot ~ 42,000 @ Study estimate of \$526 PSF  
(which includes Soft Cost, escalation, contingency factors)

Albemarle County (~75%) ~\$15.5 Mil

Court rooms sets + Clerk's Office + Shared Spaces/Uses + ½  
overflow/expansion Court Set

City of Charlottesville (~25%) ~\$5..5 Mil

1 Court rooms set + Clerk's Office + Shared Spaces/Uses + ½  
overflow/expansion Court Set

TBD - build out additional 4th floor (future use adds another ~ 9-10K  
BGSF & ~ \$5Mil)

# Need for additional information/Analysis

- Court Cases update
- Test fit
- Updated/Refined costs

Next Steps/Schedule ?

CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA



Agenda Date:	December 15, 2014
Action Required:	<b>(1)</b> Approval of a Resolution Authorizing a Ground Lease and an Operational Agreement, <u>and</u> <b>(2)</b> Approval of a Resolution Transferring Funds from the Capital Improvement Program Contingency Account - \$351,225
Presenter:	Police Chief Tim Longo Lisa Robertson, Chief Deputy City Attorney
Staff Contacts:	Chief Tim Longo; Aubrey Watts; Lisa Robertson
Title:	<b>Establishment of a Shared Law Enforcement Training Facility (City, UVA, Albemarle Co.)</b>

**Background:**

In 2013 the Office of the Virginia Attorney General agreed to transfer asset forfeiture money to the City (and separately, also to UVA and Albemarle County) authorizing the use of that money for the establishment of a law enforcement training facility/ firing range (“Facility”) to be shared by the City, UVA and Albemarle County. The OAG gave each party the amount of \$971,167; therefore, collectively, the City, UVA and the County have \$2,913,501 in “grant” funding to design, construct and equip the Facility. **This money must be expended by December 15, 2015.**

**Discussion:**

Attached are two documents: (1) a proposed Operational Agreement; and (2) a proposed Ground Lease of property owned by UVA, on which the Facility will be constructed. Each of the attached agreements is the most recent draft prepared by legal counsel for the three parties.

In negotiating with the other two parties, our focus has been on ensuring that, in return for its contribution of Capital Funding, the City will obtain the same legal/contractual interest in the capital asset (i.e., the Facility) as each of the other parties, and on establishing a working formula (based on the number of each party’s full-time law enforcement officers) for allocating shares of capital costs as well as ongoing operational costs.

During the construction and operation of the Facility, the County will serve as the Fiscal Agent of the City and UVA, and will be in charge of procurement, construction administration, and basic day-to-day management of the physical asset. The staff of the three parties’ law enforcement agencies will, by mutual cooperation, establish rules for the use of the Facility. The City and UVA will each be required, on an annual basis (through each party’s annual budget process), to provide funding to support its Police Department’s continued use of the Facility.

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

The establishment and operation of the Facility will ensure that the City's police officers will have a convenient, accessible location to engage in ongoing training, without having to travel long distances. Convenient access to this type of Facility will facilitate the availability of a greater number of training opportunities, which in turn should promote the City Council's vision of being a Smart, Citizen Focused Government.

This Project also supports **Goal 2** of the Strategic Plan: **Be a safe, equitable, thriving and beautiful community**; and more specifically *Objective 2.1 – Provide an effective and equitable public safety system*. It provides for a training facility/ firing range to help ensure local law enforcement officers are certified, and that they are well and properly trained.

**Community Engagement:**

Community engagement on this issue has largely been in the context of the County's zoning process. The UVA-owned land on which the Facility will be constructed will be located in Albemarle County.

**Budgetary Impact:**

This proposal will impact the City's budget, by the dollar amounts referenced within the attached Operational Agreement, because of: **(A)** the initial required start-up capital, and **(B)** ongoing obligations to annually budget money to cover the costs of operation of the Facility, and **(C)** ongoing obligations to contribute an annual amount to a capital fund for future capital maintenance or improvements to the facility. It is important to note that the three agencies are working diligently to achieve a final design of the Facility within the budgeted start-up capital; however, following receipt of bids in response to an IFB to be issued by the County, the parties will make a final evaluation of whether the Facility can be constructed within the budgeted amount.

*Attached resolution:* the City's share of the initial capital cost, based on the number of full-time law enforcement officers, will be \$1,327,970. City Council previously appropriated its asset forfeiture funds received from the Attorney General, in the amount of \$976,745, for the Project. The attached Resolution proposes a transfer of funds to cover the remaining \$351,225 of the City's initial capital funding for the Project.

**Recommendation:**

We recommend adoption of the attached Resolutions

**Alternatives:**

If the City elects not to proceed with its participation in this Project, the City will continue to incur costs associated with sending its police officers to other locations where a suitable facility can be found. This involves payment of User fees to the owners of other facilities, and payment of wages, salaries and travel expenses for each police officer, every time annual certifications are renewed or additional training is desired.

**Attachments:**

- (1) Proposed Resolution Authorizing Lease and Operational Agreement
- (2) Proposed Operating Agreement; Proposed Ground Lease
- (3) Proposed Resolution Transferring Funding in the amount of \$351,225

## **RESOLUTION**

**WHEREAS**, the City Council for the City of Charlottesville has determined that it is in the best interests of the City to enter into an agreement with the County of Albemarle and the University of Virginia, for the construction and operation of a law enforcement training facility, including an indoor firing range (“Facility”), and related improvements, for the parties’ mutual use and benefit; and

**WHEREAS**, the City, County and the University have each received funding from the Office of the Virginia Attorney General, to support the initial capital costs of establishing the Facility; and

**WHEREAS**, the City, County and the University have outlined the parameters for an agreement under which they will establish and operate the Facility, as set forth within a proposed Ground Lease and proposed Operating Agreement presented to Council for its review this same date; and

**NOW, THEREFORE, BE IT RESOLVED THAT** this Council does hereby authorize the City Manager, with the assistance of the City Attorney’s Office, to finalize a Lease and an Operating Agreement upon terms and conditions consistent with those set forth within the documents presented to Council on December 15, 2014; and

**BE IT FURTHER RESOLVED THAT** this Council does hereby authorize the City Manager to execute the final Lease and Operating Agreement on Council’s behalf.

**RESOLUTION**

**Transfer of Funds from Capital Improvement Program Contingency Account  
for the Establishment of a Shared Law Enforcement Training Facility  
\$351,225**

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

**Transfer From - \$351,225**

Fund: 426 Cost Center 1601001000 WBS: CP-080 G/L Account: 599999

**Transfer To - \$351,225**

Fund: 426 Cost Center 3101001000 WBS: P-00715 G/L Account: 599999



## LEASE

THIS GROUND LEASE ( "Lease"), is made as of this \_\_\_ day of \_\_\_\_, 2014, by and between THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA, an educational institution of the Commonwealth of Virginia ("UVA" or "Lessor"), and the COUNTY OF ALBEMARLE, VIRGINIA, a political subdivision of the Commonwealth of Virginia ("County"), and THE CITY OF CHARLOTTESVILLE, VIRGINIA, a municipal corporation and political subdivision of the Commonwealth of Virginia ("City"), the City and County together to be known as "Lessees."

### Recitals

WHEREAS, the Parties hereto have determined that it is in their interests to construct and operate a law enforcement training facility, including an indoor firing range, and related improvements (the "Facility") for their mutual use and benefit, on property owned by UVA and known as the Milton Airfield;

WHEREAS, the Lessor and the Lessees, for and in consideration of the keeping by the parties of their respective obligations hereinafter desire to enter into an agreement for a lease of land on which the Facility will be established;

NOW, THEREFORE, the parties do hereby set forth their agreement, as follows:

### 1. LEASED PREMISES

The Lessor does hereby lease, let and demise to the Lessees, and the Lessees hereby lease from the Lessor, the following described premises, situate, lying and being in Albemarle County, Virginia (the "Leased Premises"):

Approximately 130,680 square feet of land as shown on Exhibit A, attached and incorporated herein by reference, which is page # 8 of the "Schematic Design Submittal", prepared by Clark Nexsen, titled, "Regional Firearms Training Center", 2300 Milton Road, Charlottesville, VA 22902 and dated June 25, 2014,

together with a non-exclusive right of ingress and egress to the Leased Premises over an access road, as shown on Exhibit A ("Access Road").

The Leased Premises are leased to the Lessees "as is" with all faults, without warranty or representation by Lessor as to condition or usefulness of the Leased Premises for any purpose, and subject to all liens and encumbrances of record. The Lessees covenant and represent that they have inspected and are fully familiar with the condition of the Leased Premises and accept it "as is."

### 2. LEASE TERM; RENEWAL

The term of the Lease ("Term") shall commence on the last date of signature by a party to this Lease (the "Commencement Date"). The Term shall automatically expire: (a) forty (40) years after the Commencement Date, or (b) on December 15, 2015, if construction of the Facility referenced in Section 6, below, has not commenced (either,

“Expiration”). This Lease may be renewed by a written lease addendum signed by each of the parties, for any additional term(s) of years agreed to by the parties.

**3. RENT**

The rent for the Term is a one-time payment of one dollar (\$1.00) from the Lessees to the Lessor, the receipt and sufficiency of which is hereby acknowledged.

**4. MODIFICATION; AMENDMENT**

The provisions of this Lease may be modified or amended only by a written agreement (“Lease Addendum”) executed by the Lessor and each of the Lessees. No changes or modifications to the Operating Agreement referenced in Section 6, following below, shall operate or be construed as an amendment or modification of this Lease.

**5. DELIVERY AND POSSESSION**

Lessor covenants to deliver quiet possession of the Leased Premises to the Lessees upon the Commencement Date. Thereafter, Lessees shall have quiet, undisturbed and continued possession of the Leased Premises, free from all claims against the Lessor and all persons claiming under, by or through the Lessor. Notwithstanding the foregoing, as the owner and Building Official of the Leased Premises, Lessor shall have a right of access to the Leased Premises to prevent or abate any nuisance, hazard, or unlawful conditions, or to make emergency repairs necessary to prevent an imminent danger to persons. Lessor shall be required to give advance notice, as may be reasonable under the circumstances, to the Lessees. Absent an emergency, the Lessor may conduct health and safety inspections, to ensure the Facility is being properly maintained, but only upon twenty-four (24) hours’ advance notice to both the Lessees.

**6. USE OF LEASED PREMISES**

The Leased Premises shall be used solely for the purposes of construction and operation of a public safety training facility, including a firing range (“Facility”), for the use of public law enforcement personnel of the parties to a separate written Operational Agreement (“Operational Agreement”) and the licensee(s) of any such party.

**7. CONSTRUCTION OF IMPROVEMENTS**

(a) The Lessees shall construct (i) the Facility, (ii) such site improvements on, over, across or under the Leased Premises as needed to support the use of the Facility for the intended purpose (“Site Improvements”), and (iii) such improvements within the Facility as the Lessees may deem necessary (“Lessee Improvements”). The Lessees shall also make such additional improvements to the Access Road and its commercial entrance (“Additional Improvements”) as may be necessary to support the use of the Leased Premises for the Facility. (Collectively, the Facility, Site Improvements, Lessee Improvements and Additional Improvements comprise the “Improvements”). All costs and expenses of or relating to the construction operation, maintenance and repair of the Improvements shall be borne by the Parties to the Operational

- Agreement. Title to the Improvements, once made, erected, constructed, installed, or placed upon the Leased Premises, shall be and remain in the Lessees until the expiration or termination as provided in Section 2 of this Lease. Per the Operational Agreement, Lessor and Building Official shall review and approve all plans and modifications thereof prior to construction.
- (b) Within 45 days after issuance of a final use and occupancy permit, the Lessees shall forward to Lessor a physical survey of the Facility and Leased Premises. After being approved by the Parties, a copy of the physical survey shall be endorsed in writing by the Lessor and each of the Lessees, and such endorsed survey shall be attached to this Agreement, referenced as **Exhibit B**, and shall be a part hereof.
- (c) The Lessees shall not cause or permit any mechanics or other liens or encumbrances to attach or remain against the Leased Premises. Likewise, the Lessor shall not take any action that would cause the Leased Premises to become encumbered in any manner.

**8. ASSIGNMENT AND SUBLEASING**

The Lessees shall not assign this Lease or sublet the Leased Premises, in whole or in part, except with the written approval of the Lessor.

**9. REMEDIES**

During the Term of this Lease, the Lessor and Lessees shall have all rights and remedies which this Lease and the laws of the Commonwealth of Virginia assure to them. All rights and remedies accruing to any party shall be cumulative; that is, each party may seek to exercise any rights and to obtain any legal remedies available to it in law or equity. No right or remedy set forth in this Lease or available to the Parties in law or equity is intended to be exclusive of any other right or remedy. In any action to enforce any covenants, agreements, conditions, or provisions of this Lease, each Party shall bear its own costs and attorney's fees. Notwithstanding the foregoing, the Parties shall provide not less than thirty days' notice of any intended legal action.

**10. TERMINATION; SURRENDER**

- (a) Upon expiration of this Lease the Lessees shall surrender the Leased Premises to the Lessor in good order and condition, reasonable wear and tear excepted, and free from all liens and encumbrances. Upon said expiration or termination, the Lessees shall remove their personal property.
- (b) Within 180 days of the expiration or earlier termination, of this Lease, Lessees shall remove the Improvements and restore the Leased Premises as nearly as possible to their original condition with existing funds as provided in the Operational Agreement. To the extent existing funds are not sufficient to cover the full cost of removal and restoration, any additional costs shall be allocated per the original construction percentages which are Lessor, eighteen percent (18%); County Lessee, forty four percent (44%); City Lessee, thirty-eight percent (38%). If the Lessor chooses to

relieve the Lessees of their obligation to remove and restore, this Lease modification shall be set forth in a written amendment prior to the expiration or earlier termination of this lease. This amendment may contain a mutually agreeable buy-out provision.

**11. CONDEMNATION**

If the Leased Property or any portion of the Leased Property shall be taken or condemned for any public purpose, or for any other reason whatsoever, to such an extent as to render it untenable or unusable for the purposes described herein, then the Lessees shall have the option, within six (6) months following the date of such taking or condemnation, to terminate this Lease.

**12. SEVERABILITY**

If any clause or provision of this Lease is held to be illegal, invalid or unenforceable under present or future laws effective during the Term of this Lease, the remainder of this Lease shall not be affected thereby. Additionally, the rights, responsibilities, liabilities, and obligations of any party to the Operational Agreement shall not be affected by the illegality, invalidity or unenforceability of any provision or provisions of this Lease.

**13. BROKERAGE CLAIMS**

The Parties warrant that they have had no dealing with any real estate broker or agent in connection with the negotiation of this Lease and that they know of no other real estate broker or agent who is or might be entitled to a commission in connection with this Lease. The Parties agree to assume responsibility for their own broker's fees, if any.

**14. RECORDATION**

The Lessor shall record a memorandum of lease, at the Lessor's expense, in the Office of the Clerk of the Circuit Court of the County of Albemarle, Virginia, and the Lessor shall provide the Lessees with a certified true copy thereof.

**15. GOVERNING LAW**

This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Virginia. The Parties choose the state courts of the County of Albemarle, Virginia, as the venue for any action instituted pursuant to the terms of this Lease.

**16. ENTIRE AGREEMENT**

This instrument, and all exhibits attached hereto, constitutes the entire agreement of the parties as to the terms and conditions under which the Lessor's property is leased to the Lessees.

Notwithstanding any promise, provision or condition contained herein, nothing in this Lease shall be deemed or construed as a waiver of any regulatory authority or of the

sovereign immunity of the Commonwealth of Virginia, the University of Virginia, the City of Charlottesville, or the County of Albemarle or any of their departments, officers, officials, employees or agencies.

**17. NO THIRD PARTY BENEFICIARIES**

Notwithstanding any other provision of this Lease, the Parties hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Lease; (ii) the provisions of this Lease are not intended to be for the benefit of any individual or entity other than the Parties; (iii) no individual or entity shall be entitled to any right make any claim against the Parties under the provisions of this Lease; and (iv) no provision of this Lease shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this section, the phrase "individual or entity" means any individual or entity, including, but not limited to, individuals, contractors, subcontractors, vendors, sub-vendors, assignees, licensees and sublicensees, licensors and sublicensors, or invitees or any sort, regardless of whether such individual or entity is named in this Lease.

**18. COUNTERPARTS**

This Lease may be executed in multiple original counterparts, each of which shall be an original, but all of which shall constitute one and the same Lease. Signature pages of this Lease may be detached from any counterpart of this Lease and re-attached to any other counterpart of this Lease which is identical in form hereto but having attached to it one or more additional signature pages.

**19. UVa STATUS**

Notwithstanding that certain issues are addressed in provisions of this Lease, the Lessees acknowledge that provisions relating to mechanics liens, zoning applicability, insurance and real estate taxes do not subject the Lessor to liability, exposure, or obligation to third parties under Federal, State and/or local law and any rules and regulations promulgated therefrom. This declaration and agreement does not excuse any obligation the Parties may have to the one another pursuant to this Lease; rather it addresses only the potential creation of liability, exposure or obligation to others.

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed by their duly authorized representatives.

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*SIGNATURES ON THE FOLLOWING PAGES*

THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA

\_\_\_\_\_  
Patrick Hogan  
Executive Vice President and  
Chief Operating Officer

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

Reviewed and Approved as to Form:

-----  
Pamela H Sellers  
Associate University Counsel and  
Special Assistant Attorney General

*ADDITIONAL SIGNATURES TO FOLLOW*

COUNTY OF ALBEMARLE, VIRGINIA

By: \_\_\_\_\_  
Thomas C. Foley  
County Executive

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

Reviewed and Approved as to Form:

\_\_\_\_\_  
Larry W. Davis  
Albemarle County Attorney

*ADDITIONAL SIGNATURES TO FOLLOW*

CITY OF CHARLOTTESVILLE, VIRGINIA

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

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

Reviewed and Approved as to Form:

\_\_\_\_\_  
S. Craig Brown  
Charlottesville City Attorney



**EXHIBIT A**

LEASED PREMISES

**EXHIBIT B**  
PHYSICAL SURVEY OF LEASED PROPERTY

**OPERATIONAL AGREEMENT FOR THE  
ESTABLISHMENT OF A LAW-ENFORCEMENT  
TRAINING FACILITY**

**THIS OPERATIONAL AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the City of Charlottesville, Virginia (hereinafter “City”), a municipal corporation and political subdivision of the Commonwealth of Virginia, the County of Albemarle, Virginia (hereinafter “County”), a political subdivision of the Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia (hereinafter “University” or “UVA”), a public educational institution and government instrumentality of the Commonwealth of Virginia.

**WITNESSETH:**

**WHEREAS**, the City, the County, and the University (hereinafter collectively referred to as “the Parties”) recognize that essential to their ability to furnish police services within their respective jurisdictions is the ability to provide regular firearms training and practice for their certified law enforcement officers; and

**WHEREAS**, the parties deem it advisable to enter into a cooperative agreement for the purpose of establishing and operating a law enforcement training facility to serve the needs of the law enforcement officers employed by their respective law enforcement agencies, and by this mutual association and joint undertaking, to improve the administration and delivery of law enforcement services within and among their respective jurisdictions;

**NOW THEREFORE**, the Parties do hereby set forth their entire agreement as follows:

**I. PURPOSE AND LOCATION**

The Parties agree to design, build, and operate a law enforcement training facility, including an indoor firing range, consisting of a building and related improvements, fixtures and

equipment (together, hereinafter “the Facility”) to be located at 2300 Milton Road, Charlottesville, Virginia 22902, on that land known hereinafter as the “Leased Premises,” for the use and benefit of the law enforcement officers of their respective jurisdictions. [As used in the Lease, the term “Facility” includes only the building to be constructed on the Leased Premises, but for the purposes of this Agreement, the term “Facility” shall include the building, the Site Improvements, the Lessee Improvements, and any Additional Improvements, as defined in the Lease, for which Lessees are responsible for planning, constructing, maintaining, repairing, replacing, or removing pursuant to the terms and conditions of the Lease and this Agreement.] The Facility shall include at least sixteen (16) firing positions, classrooms, and office space.

## **II. TERM**

The term of this Agreement (hereinafter “Term”) shall commence upon the date as to which all three Parties have signed this Agreement and a long-term ground lease of the Leased Premises for the Facility (hereinafter “Lease”), and shall continue in effect thereafter for all such period(s) in which the term of the Lease remains in effect between the Parties hereto.

## **III. ESTABLISHMENT OF THE FACILITY**

A. Design. The Chiefs of Police of each of the Parties shall approve 100% complete design drawings for the Facility, after consultation with their respective chief executive/administrative officers (hereinafter, “CEOs”). The County shall assign one or more of its employees to oversee and administer the other aspects and phases of the final design process and the procurement process necessary for the selection of a construction contractor for the Facility, consistent with the terms and conditions of this agreement and the estimated Initial Capital Costs referenced in Section IV of this Agreement.

B. Procurement. The County shall be responsible for conducting a procurement procedure in accordance with applicable state laws and County ordinances, on behalf of all Parties hereto, for the selection of contractors to provide construction and related services, materials and equipment. For any procurement transaction or task that requires or includes a component of negotiation, the City and University shall be consulted and shall be offered the opportunity to assign a representative to participate in any portion of the competitive process that involves or requires negotiations with prospective contractors, or modifications of the final design of the Facility.

C. Construction administration. The County shall oversee and administer the process of construction of the Facility, and shall have authority to make decisions regarding changes to the construction contract (including the Scope of Work, the Contract Price and the Time for Performance), and to resolve contract claims, whether for money or other relief, within the budgetary limits (Initial Capital Cost) set forth within Section IV of this Agreement. In doing so, the County will be acting as the Fiscal Agent of the Parties. Any decision(s) that would cause or result in the Initial Capital Cost exceeding the estimate set forth in Section IV of this Agreement must be approved by the CEO of each Party, or his or her designee. The CEO of each Party shall designate a representative of his or her office to monitor the progress of construction of the Facility. At least monthly during construction of the Facility, a representative of the County shall brief the Parties' CEO-designees on the progress of construction, and on the balance of the contract price that has been paid and is remaining to be paid under the contract.

D. Construction of improvements

(a) The County shall notify the City and UVa of the date on which construction of the Facility is commenced.

(b) The County agrees to provide City and UVa with proposed site plans and architectural plans for any improvements or alterations to the Facility, as applicable, to review prior to commencement of construction. If UVa or the City reasonably believes that the plans are aesthetically deficient or inconsistent with the intended uses of the Facility and incompatible with or detrimental to the surrounding area, then UVa and the City, acting, respectively, by and through the Executive Vice President and Chief Operating Officer of the University of Virginia and City Manager, or an authorized designee, each reserves the right to reject the proposal(s) and prohibit construction of the Facility based on such plans. UVa's and the City's approval of the County's plans shall not be unreasonably withheld.

(c) The County and/or its agent(s) shall obtain any due diligence studies or tests that it may deem necessary to proceed with the construction of the Facility and shall submit any applications for building permits, rezoning, conditional use permits, and all such other permits and approvals related to the use, construction and operation of the Facility on the Leased Premises referenced in Section II of this Agreement. The cost and expense of all said due diligence studies or tests shall be allocated as provided in this Agreement.

(d) Except as otherwise specifically stated herein, the Facility and alterations to the Facility shall be constructed and completed by the County in a good, first class and workmanlike manner, substantially in compliance with the approved plans and specifications therefor and with all applicable permits and authorizations, building and zoning laws, and other applicable laws, ordinances, orders, rules, regulations and other requirements of all federal, state, and local governments, departments and in compliance with the terms and

conditions of this Agreement. The cost and expense of the Facility and alterations to the Facility shall be shared by the Parties, allocated as provided in Section IV of this Agreement.

(e) The County acknowledges that the University of Virginia Building Official is the Building Official for construction on, over and upon state-owned land, and no other approvals shall be construed to be approval by the Building Official. Responsibility for all costs, fees and other charges incurred or assessed by the Building Official for permitting, inspecting or otherwise performing their functions shall be allocated as costs of construction of the Facility. Further, the County shall be responsible for compliance with all laws governing construction on state-owned land.

(f) During construction administration, the County agrees to comply with all applicable laws, ordinances, orders, rules and regulations promulgated by agencies or bodies having any jurisdiction thereof, including UVa, relating to the construction of the Facility.

(g) The County and/or its agents will contract for the conducting of due diligence studies and testing prior to commencement of construction, surveys, and construction of the Facility, to include, but not limited to, well and water distribution, improvement of the commercial road entrance, paving, sidewalks, septic system and storm water improvements. The County shall be responsible for operating and maintaining the Leased Premises and the Facility, to include water wells, septic system, storm water improvements and the entrance road serving the Facility as well as maintenance service charges, connection and disconnection charges, use charges for electricity, heating, air conditioning, telephone, and all other utilities serving such Leased Premises and the Facility. The County shall be responsible for waste disposal and grounds maintenance within said Leased Premises. The County shall make arrangements for the activities and services listed in this subsection;

however, the cost and expense of the said activities and services shall be shared and allocated among the Parties as provided in Section IV of this Agreement.

(h) UVa shall have the right, during construction of the Facility, to inspect any improvements to ensure that they are being constructed or installed in accordance with the approved plans and specifications. In the event of deviation from such plans and specifications, UVa shall provide notice to the City and the County, as set forth herein, and the County shall remedy or seek UVa's approval of such deviation within thirty (30) days of the notice.

#### **IV. INITIAL CAPITAL COST ALLOCATION**

- A. The County shall establish a separate firing range capital fund for the Facility within its Capital Improvement Fund and shall maintain this firing range capital fund until final completion of construction of the Facility and thereafter, until final payment, and any and all contract claims have been resolved.
- B. The total capital cost of the Facility as estimated based on design drawings available as of the date of this Agreement is to be six million dollars (\$6,000,000.00) (hereinafter "Initial Capital Cost"), inclusive of contingency costs. The Parties shall provide funding for the Initial Capital Cost as follows:

(1) \$2,913,501.00 from Asset Forfeiture Funds. The City, the County, and the University have each received asset forfeiture funds from the Office of the Attorney General of Virginia in the amount of nine hundred seventy-one thousand, one hundred and sixty-seven dollars (\$971,167.00); in the aggregate, the funds add up to \$2,913,501.00. These asset forfeiture funds are required to be utilized for the design, construction, and equipping of an indoor, regional firearms training facility and must be expended on or before December 31, 2015. The Parties



each agree to contribute their respective asset forfeiture funds to the Initial Capital Cost of the Facility. In the event that the referenced asset forfeiture funds are not available to the Parties, then any Party may cancel its participation in this agreement in accordance with Section VIII (non-appropriation) or may, at its sole option, appropriate other funds to cover the loss of its share of the asset forfeiture funds.

(2) Establishment of Funding Formula. In addition to their respective contributions of asset forfeiture funds as set forth in paragraph (B)(1) of Section IV, above, each of the parties shall provide funding for the remaining portion of the estimated Initial Capital Cost in accordance with the following funding formula: the number of full-time certified law enforcement officers (hereinafter “LEOs”) employed by each Party’s law enforcement agency/agencies shall be divided by the total (aggregated) number of full-time certified LEOs employed by all of the Parties law enforcement agencies. For purposes of this agreement, the reference to “certified law enforcement officer” includes every full-time LEO employed within a Party’s police department and also includes every full-time LEO employed within a Party’s Sheriff’s Office. The numbers used shall be those full-time LEO positions authorized by the Parties as of January 1, 2014. Applying the formula, each party’s resulting share is as follows:

- a) **County’s Share:** 144 total full-time County LEOs, divided by 330 total full-time LEOs of all the Parties, equals forty-four percent (44%).
- b) **City’s Share:** 127 total full-time City LEOs, divided by 330 total full-time LEOs of all the Parties, equals thirty-eight percent (38%).
- c) **University’s Share:** 59 total full-time LEOs, divided by 330 total full-time LEOs of all the Parties, equals eighteen percent (18%).

(3) \$330,000.00 Imputed to the University-Land Contribution. The University has agreed to contribute a long term lease of the Leased Premises, on which the Facility will be constructed. The City and County have agreed to recognize this contribution as having a value of three hundred and thirty thousand dollars (\$330,000.00). The Parties agree that this University contribution shall be applied to reduce the amount of Initial Capital Cost to be contributed by the University, and that the City and County will cover the additional amount of \$330,000.00 (allocated 53% of the County and 47% to the City).

(4) Calculation of Total Required Party Contributions for Initial Capital Cost:

- a) Total Required Contribution, University - \$225,569.00 ( $\$3,086,499.00 \times 18\% = \$555,569.00$ ; adjusted by a deduction of \$330,000 equals \$225,569.00)
- b) Total Required Contribution, City-\$1,327,970.00 ( $\$3,086,499 \times 38\% = \$1,172,870.00$ ; adjusted by \$155,100 in recognition of the University's land contribution = \$1,327,970.00)
- c) Total Required Contribution, County-\$1,532,960.00 ( $\$3,086,499.00 \times 44\% = \$1,358,059.00$ ; adjusted by \$174,900 in recognition of the University's land contribution = \$1,532,960.00)

(5) Required Payment Date, Allocated Initial Capital Cost Contributions. Upon receipt of notice from the County that a contract has been awarded for construction of the Facility, the City and University agree to pay their capital cost contributions to the County within ten (10) days after the date of the notice ("Required Payment Date for the Initial Capital"). Likewise, the County shall appropriate its share of the Initial Capital Cost to the capital account referenced in paragraph (a), above, on or before the Required Payment Date for the Initial Capital Cost. If, for any reason, the Facility is not constructed, the University and the City will reimburse the County

for all costs expended on the Facility up to the point of cancellation of construction of the Facility in accordance with formula contained in Section IV(B)(2) of this Agreement.

(6) Shortage/ Excess of Funding for Initial Capital Costs. If the Initial Capital Cost for the Facility exceeds the total estimated cost of \$6,000,000.00, then the excess capital costs shall be apportioned between the University, the City, and the County according to the above-referenced formula. If the Initial Capital Cost for the Facility is less than \$6,000,000.00, the surplus shall be held in the Capital Reserve fund referenced and defined in Section V, below.

#### **V. CAPITAL RESERVE FUND/FUTURE CAPITAL EXPENDITURES**

A. Once the Facility has been completely constructed and has become operational, then the County shall establish a Capital Reserve fund for the Facility (“Capital Reserve”). Any Initial Capital Costs appropriated by the parties, but not expended, shall be transferred and appropriated from the firing range capital fund to the Capital Reserve. Additionally, on an annual basis, the Parties agree to contribute in total, an amount equal to one and one half percent (1.5%) of the building value, to the Capital Reserve. The initial building value will be equivalent to the cost to construct the Facilities, estimated as of the date of execution of this Agreement to be Six Million Dollars (\$6,000,000.00) (“Base Value”). Beginning with the fifth year after the Commencement Date specified in the Lease, and on each fifth anniversary of such date throughout the Term of the Lease, including any extensions and renewals, the Base Value shall increase by the greater of (i) an amount equal to the product obtained by multiplying the Base Value by a fraction, the numerator of which shall be the CPI-U (as that term is hereinafter defined) on the Commencement Date, and the denominator of which shall be (i) the CPI-U on the fifth anniversary of such date, or (ii) the average of all CPI-U’s as of the anniversary of the Commencement Date for the preceding five years.

- B. The CPI-U shall mean the “Consumer Price Index – Seasonally adjusted U.S. City Average for All Urban Consumers (1982-84=100)”, published month in the “Monthly Labor Review” of the Bureau of Labor Statistics of the United State Department of Labor. If the CPI-U is discontinued, the “Consumer Price Index – Seasonally Adjusted U.S. City Average for All Items for urban Wage Earners and Clerical Workers (1982-84=100)”, published monthly in the “Monthly Labor Review” of the Bureau of Labor Statistics of the United States Department of Labor (the “CPI-W”), shall be used for making the computation set forth above. If the CPI-W is discontinued, comparable statistics on the purchasing power of the consumer dollar published by the Bureau of Labor Statistics of the United States Department of Labor shall be used for making the computation set forth above. If the Bureau of Labor Statistics shall no longer maintain statistics on the purchasing power of the consumer dollar, comparable statistics published by a responsible financial periodical or recognized authority selected by Landlord shall be used for making the computation set forth above. If the base year “(1982-84=100)” or other base year used in computing the CPI-U is changed, the figures used in making the computation above shall be notwithstanding any such change in the base year.
- C. The amount due by each Party shall be determined in accordance with Section VI (e) of this Agreement. Each Party shall make its contribution by July 15 of each year this Agreement remains in effect.
- D. At any time during the Term of this Agreement, the parties may by unanimous agreement provide funding for and construct additional capital improvements at the Facility, as evidenced by written approval of each Party’s CEO. All such capital improvements shall be planned and carried out using the same process and procedure referenced in Section III of

this Agreement for the initial establishment of the Facility. If the funds in the Capital Reserve do not satisfy the costs of the contemplated capital improvement, the balance of the costs shall be apportioned among the Parties, in the applicable fiscal year, pursuant to the formula established in Section IV(B)(2) of this Agreement; provided, however, that the LEO numbers referenced in Section IV(B)(2) shall be updated to reflect the applicable numbers as of January 1 of the calendar year preceding the fiscal year in which additional funding must be appropriated by the Parties.

## **VI. OPERATING COSTS**

- A. Operating Account. The County shall establish and maintain a segregated account for the Facility within its General Fund, from which expenses of operating the Facility will be paid by the County (“Operating Account”).
- B. Annual Budget for Operating Costs. The Chiefs of Police of the County, City and University shall, on or before December 1 of each calendar year, establish a proposed Fiscal Year Operating Budget for the Facility for the succeeding fiscal year (“Operating Budget”). There shall be included within each proposed annual Budget a line item specifying the amount of an Operating Reserve for the Budget year. Each Chief shall be required to obtain the consent of his or her jurisdiction’s CEO prior to giving his or her endorsement to the proposed Operating Budget.
- C. Each fiscal year Operating Budget for the Facility shall estimate all anticipated operating costs including, but not limited to, utilities, snow removal, removal of lead/ bullets from within the Facility, custodial services and supplies, non-capital maintenance and repairs, and parking lot upkeep.

- D. The proposed Operating Budget established by the Chiefs shall be transmitted to the County for review and adoption as a component of the County's annual operating budget process. Between the time the proposed Operating Budget is submitted by the Chiefs to the County, and the time the County adopts its annual budget, the County's CEO or designee shall give notice to the other Parties' CEOs of any potential revisions to the proposed Operating Budget and shall provide the other Parties' CEOs an opportunity to comment on such revisions. Following adoption by the County, within its annual budget, of a final Operating Budget for the Facility, each Party, including the County, shall appropriate funding for its share of the Facility's Operating Budget and shall make payment to the County of its required share of the annual operating budget on or before July 15 of each year during this Agreement. The County's required annual share, together with the payments received from the City and County, shall be appropriated by the County to the Operating Account effective July 1 each fiscal year.
- E. Allocation of Operating Costs. Each party's annual financial contribution to the annual operating budget shall be determined by the formula established in Section IV(B)(2) of this Agreement; provided, however, that the LEO numbers referenced in Section IV(B)(2) shall be updated to reflect the applicable numbers as of January 1 of the calendar year preceding July 1 of the fiscal year for which the Operating Budget has been established. The County shall provide the City and University CEOs, or designees, with quarterly reports showing budgeted versus actual operating expenditures.
- F. Shortage/ Excess Funding for Operating Costs. If actual Operating Costs exceed budgeted costs for any fiscal year, the resulting deficit shall be apportioned and paid by the Parties pursuant to the formula referenced in paragraph VI(e), above. The County

will provide Notice to the City and the University of the necessity for additional funding. The City and the University shall each remit its share of the necessary additional funding to the County within forty-five (45) days of the date of the Notice (“Required Payment Date”) and the County shall also contribute its share of the necessary additional funding into the Operating Account by the Required Payment Date.

G. Failure to Fund. In the event that any Party fails to contribute its full share of the Facility’s Operating Costs when due, the Party’s LEOs shall not have access to and shall not be permitted to utilize the Facility until payment in full has been made, nor shall the Party’s LEOs, CEO’s or other designated representative be entitled to vote on any matters requiring consensus herein. If the failure to pay is by the City or the University, no such suspension shall take effect unless and until 30 days’ advance written notice of the overdue amount(s) has been given to such Party by the County. In addition, any Party shall have the right to pursue all other legal remedies and actions as may be necessary or authorized to obtain payment of amounts due and owing under this Agreement, including, without limitation, an action seeking damages for breach of contract, and an action seeking mandamus, declaratory or injunctive relief, to the extent that such actions are permissible under the laws of the Commonwealth of Virginia.

## **VII. OPERATION OF THE FACILITY**

A. Services. The County shall provide employees, contract services, or a combination of both, as necessary and expedient for the safe, efficient and cost-efficient use, operation and maintenance of the Facility.

B. Oversight Responsibility. Decisions regarding the day-to-day utilization and operation of the Facility shall be made by the Chiefs of Police of the City, County, and

University, or their individual designee(s). The Chiefs or their designees shall, on a quarterly basis, review the status of funds within the Operating Account, resolve disputes relating to the use and scheduling of use of the Facility, and review the general status of the Facility's operations. Each Party's Chief of Police shall be responsible for keeping his or her CEO informed of the status of the Facility's operations.

C. Range Oversight Team. A Range Oversight Team shall develop rules, policies and procedures for the use of the Facility, in consultation with the Parties' respective legal counsel, and shall present all proposed policies and procedures to the Police Chiefs for consideration and adoption. The policies and procedures shall include, without limitation, the days and hours of operation for the Facility. No rule, policy, or procedure for the use of the Facility shall become effective unless by unanimous agreement of the three Police Chiefs. The Range Oversight Team shall consist of one employee from each Party.

D. Annual Range Schedule. The Range Oversight Team shall prepare an annual schedule for use of the Facility by the Parties ("Range Schedule"). The Range Schedule shall cover July 1 through June 30 of the following year. Each Party shall be allocated a number of days and hours of use sufficient to facilitate fulfillment of required training and Virginia Department of Criminal Justice Services certification standards for full-time LEOs. The Range Oversight Team shall present the proposed Range Schedule to the Parties' Police Chiefs no later than the last business day of May immediately preceding the July 1 effective date of the Range Schedule. The Parties' three Chiefs of Police shall agree upon a final Range Schedule on or before June 30 each year.

E. Day-to-day Scheduling. The County shall assign an employee to monitor compliance with, and to update and maintain, the Range Schedule on a day-to-day basis



("Scheduling Officer"). The Scheduling Officer may authorize additional days/ hours of use by each Party. The Scheduling Officer may remove/ delete days of use shown on the approved annual Range Schedule: (i) upon the request of a Party's Chief of Police, or with the written agreement of a Party's Chief of Police, or (ii) to correct errors, mistakes or over-scheduling, as necessary, so long as following any such correction, no Party is allocated fewer days than contemplated by the approved annual Range Schedule.

F. Liability:

(i) The Parties shall share and allocate, as provided in Section VI of this Agreement, any incurred expense from routine maintenance or mandated inspections of the Facility, including reasonable wear and tear to be anticipated from the Parties' use of the Facility, and such other costs or expenses resulting from damage to property that is not covered by insurance on the Facility.

(ii) To the extent permitted by the laws of the Commonwealth of Virginia, the Parties shall each be responsible to one another or to persons not a party to this Agreement for damage to property or injury to persons resulting from or arising out of the acts or omissions of their agents and employees in connection with the construction, maintenance, or use of the Facility, as set forth in this Agreement.

(iii) Nothing herein shall be construed as a waiver of the sovereign or governmental immunity of the Commonwealth of Virginia, UVa, the City, or the County or their respective officials or employees.

G. Repairs and Maintenance of the Facility:

(i) The Parties shall share the cost of keeping, repairing and maintaining the Facility and Leased Premises, in a manner so as to conform to and comply with any applicable present or future laws, ordinances, codes, rules, regulations or requirements of any

federal, state or municipal government, department, commission, board or officers having jurisdiction, foreseen or unforeseen, ordinary as well as extraordinary, whether or not such laws, ordinances, codes, rules, regulations or requirements shall necessitate structural changes or improvements or interfere with the use and enjoyment of the Facility or the Leased Premises referenced in Section II of this Agreement, and to take any and all actions necessary to avoid or eliminate any violation. Costs and expenses of this shared obligation shall be allocated to the Parties as provided in Section VI of this Agreement.

(ii) The Parties understand that the users of the Facility will be the primary users of the Access Road serving as ingress and egress to and from the Leased Property. The Parties shall improve and maintain the Access Road solely for the benefit of the authorized users of the Facility and Improvements, up to, but not extending beyond, the Facility, including sidewalks, curbs, entrances and driveways, to the extent they exist, whether on the Leased Premises or other land of UVa, as necessary to keep the Access Road leading to the Facility, as described in the Lease, in good repair, and in good and safe condition, free from snow, ice, rubbish and other obstructions, and in compliance with all regulations, rules and other conditions regarding the management of storm water runoff. The Parties shall owe no duty to users of any other land of UVa. Costs and expenses of this shared obligation shall be allocated to the Parties as provided in Section VI of this Agreement.

(iii) In the event UVa exercises any right(s) it may have as the owner and Building Official of the Leased Premises referenced within Section II of this Agreement, to enter the Leased Premises to prevent or abate any nuisance, hazard, or unlawful

conditions, or to make emergency repairs necessary to prevent an imminent danger to persons, UVa shall be required to give advance notice, as may be reasonable under the circumstances, to the City and the County. Absent an emergency, the University may conduct health and safety inspections, to ensure the Facility is being properly maintained, but only upon twenty-four (24) hours' advance notice to both the County and the City.

H. Proceeds of Condemnation:

- (i) If the Facility or the Leased Premises on which the Facility is constructed shall be taken or condemned for any public purpose, or for any reason whatsoever, to such an extent as to be rendered untenable or unusable for the purposes described herein, then all condemnation proceeds shall be paid to County, as fiscal agent for the Parties, except any proceeds attributable to the valuation of the land (exclusive of the value of the Facility) shall be paid to UVa. The County shall distribute condemnation proceeds among the Parties to this Agreement, in the same percentages set forth within Section IV of this Agreement.
- (ii) If, in the sole opinion of the City and County, a taking or condemnation does not render the Facility or the Leased Premises untenable or unusable, then the Parties hereby agree to share the costs and expenses of restoring the portion not taken, to the extent possible, to the condition existing prior to the taking, but in no event shall the Parties be required to expend any amounts in excess of the net condemnation proceeds received.

- I. Use by Outside Law Enforcement Agencies. If the Facility is not scheduled for use by any Party on a specific day, or portion thereof, the Scheduling Officer may reserve the

Facility for use by an outside law enforcement agency, if the outside agency pays a fee (“Facility Use Fee”), enters a written agreement to comply with the established Rules and Operational Policies and Procedures for the Facility, provides proof of a five million dollar general liability insurance policy that provides coverage for its use of the Facility, and will itself provide on-site supervision for any individual(s) using the Facility.

- (i) The Facility Use Fee for outside agencies, and a policy identifying any agency or agencies that the Parties may wish to exempt from the Fee (“Budget Policy”), shall be established annually, as part of the proposed Operating Budget. Once the Operating Budget has been approved as part of the County’s annual budget, the Facility Use Fee shall not be waived, nor exemptions granted, except in accordance with the Budget Policy. All Facility Use Fees shall be appropriated to the Operating Account.
- (ii) No individual shall be allowed to use the Facility, unless: (i) such individual is employed as a full-time LEO of a Party to this Agreement, or an independent contractor engaged in providing training to a Party’s employees; (ii) such individual is an employee of an outside law-enforcement agency engaged in providing training to a Party’s employees; (iii) such individual is a retired LEO employed by a Party immediately prior to his or her retirement, and such individual is utilizing the range under the supervision of a LEO currently employed by a Party, for the purpose of maintaining the retired LEO’s concealed weapons permit; or (iv) such individual is using the Facility pursuant to an outside agency agreement, in accordance with paragraph VII(I), above.

#### **VIII. NON-APPROPRIATION**

Notwithstanding any other provision in this Agreement, all funds for payment by the Parties are subject to the availability and annual appropriation of funding by each Party to support performance of its obligations under this Agreement. While recognizing that no party may make any binding commitment beyond its current Fiscal Year, it is the current intention of each Party to make sufficient annual appropriations during the term of this Agreement to make all payments required pursuant to this Agreement.

#### **IX. FUTURE PARTIES**

The Parties may by unanimous agreement allow additional public bodies to join as a party to this Agreement. The financial terms and conditions under which any prospective party would be allowed to participate as a party hereto shall be set forth within a written addendum to this Agreement.

#### **X. INSURANCE**

A. Subject to the provisions below, throughout the Term of this Agreement, each Party shall maintain, the following insurance, with the specified coverages and minimum limits:

- (i) Local government liability policy and coverage-- One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollar (\$2,000,000) aggregate limit. Local government liability coverage shall include premises/operations, personal injury, and contractual liability coverage, as well as law enforcement liability, insuring against claims for bodily injury and loss or damage of property caused by or arising out of such Party's use and/or occupancy of the Facility and the Leased Premises on which it is constructed, including use of the Access Drive and entrance.

- (ii) Umbrella or Excess Liability policy and coverage--which shall be written on an occurrence basis and shall *follow form*, without exclusions, to the underlying local government liability policy, and which shall have coverage limits of not less than Five Million Dollars (\$5,000,000). If a Party maintains a minimum of Five Million Dollars (\$5,000,000) per occurrence with a Five Million Dollar (\$5,000,000) aggregate on its Commercial General Liability policy, that Party is not required to maintain a separate Umbrella or Excess liability policy.
- (iii) Business Personal Property Insurance-- property insurance covering such Party's owned equipment, trade fixtures, inventory, fixtures and personal property located on or in the Facility, for perils covered by the causes of loss included in a broad form special property form policy. This obligation shall apply to property *other than* furnishings, fixtures and equipment purchased with funds contributed by the Parties pursuant to Sections IV, V or VI of this Agreement.
- (iv) Commercial Automobile Liability insurance, or comparable self-insurance through the Commonwealth of Virginia, including coverage for liability arising out of the use of owned, hired, and non-owned automobiles, for both bodily injury and property damage, with a limit of not less than One Million Dollars (\$1,000,000) combined single limit per accident.
- (v) Workers' compensation – according to Virginia statutory requirements and benefits.
- (vi) Notwithstanding the foregoing, neither the contractual liability coverage noted in Section X(A)(i) nor the provisions of Section X(A)(ii) are applicable to UVa as they are not included in the Commonwealth of Virginia's self-insurance.

B. Additionally, the County shall have the following insurance obligations:

(i) Obtain and maintain property insurance for the full replacement cost of: the Facility and related improvements to the Leased Premises on which the Facility is constructed, and for the furnishings, fixtures and equipment contained therein (“Insured Property”). Obtain and maintain property insurance for the full replacement cost of: the Facility and related improvements to the Leased Premises on which the Facility is constructed, and for the furnishings, fixtures and equipment purchased with funds contributed by the Parties pursuant to Sections IV, V or VI of this Agreement (“Insured Property”).” The insurance coverage shall be for the benefit of UVa, the City and the County, and shall insure the Parties against loss or damage by fire and other perils as provided in a broad form extended coverage or similar property policy. Such policy or policies shall also include coverage for earthquake and equipment breakdown losses and name UVa, the City, and the County as insureds thereunder, as their respective interests may appear. All proceeds paid pursuant to this coverage shall be paid to the County and the County shall apply said proceeds to the Facility. The County may add the Insured Property to policies that it already has in place, or may obtain other insurance. All costs and expenses of this required property insurance shall be shared by the Parties as part of the Operational Costs referenced in Section VI of this Agreement.

(ii) Require contractors and subcontractors procured by County to perform construction of the Facility and related improvements, to have and maintain throughout performance of such work, the following insurance coverage: (i)

commercial general liability insurance with a liability limit of at least \$1,000,000 per occurrence and an aggregate of \$3,000,000, to include premises/operations, personal injury, products/completed operations, contractual, and “X,C,U” hazards, (ii) commercial automobile liability insurance of at least \$1,000,000 per accident to cover all owned, hired, and non-owned vehicles, (iii) workers’ compensation insurance in accordance with the Virginia Workers Compensation Act and employer’s liability insurance with limits of at least \$500,000; (iii) builder’s risk insurance coverage in an amount not less than the completed value of the Facility, including all foundation work and project soft costs. Liability coverages must be occurrence based. The aforementioned builder’s risk coverage shall remain in effect until completion of the Facility and at such time as the Parties take possession of the Facility, and shall include the interests of the County, the City, UVa and the Contractor, as their interests may appear. Evidence of the above insurance policies must be provided by contractors and subcontractors in the form of a certificate of insurance, prior to performance of any construction. Each policy required by this paragraph shall be endorsed to name the County, the City and UVa as additional insured parties, and to require 30 days’ notice of cancellation or modification of coverage. UVa shall be listed as follows on the additional insured endorsement coverage: The Commonwealth of Virginia and the Rector and Visitors of the University of Virginia, its officers, employees and agents.

C. Licensed insurance pooling organizations in Virginia, such as VML and VACORP, are acceptable insurers for meeting these insurance requirements. To the extent that any



insurance policies required by this Section are obtained from commercial insurance companies, the coverage shall be obtained from companies rated A- or better in the most current issue of A.M. Best's Insurance Ratings Guide. Insurers shall be licensed to do business in the Commonwealth of Virginia and be domiciled in the USA. Any deductible amounts under any insurance policies required hereunder shall not exceed \$100,000 per loss. Each Party shall, upon request of any other party, provide evidence of insurance required by this Section.

- D. Any Party shall have the right to provide any insurance coverage required herein in a blanket policy, provided such blanket policy expressly affords coverage for the Facility and related improvements, and to the other Parties, as may be required by this Section.
- E. Each Party shall give the other Parties written notice in the event of any change or modification of its insurance coverage required by this Section X, when such change or modification would reduce the insurance in coverage or limits, suspension, cancellation, termination or lapse of insurance coverage. Such notice shall be sent directly to each Party in accordance with the notice requirements of this Agreement. Such notice shall be sent within 10 days of such Party's own notice of such change or modification.
- F. It is understood that UVa, an agency of the Commonwealth of Virginia, will meet its insurance obligations outlined in this section 10 through its participation in the Commonwealth's financial plan of risk management that is in the nature of self-insurance, administered in accordance with the *Code of Virginia*, as amended.
- G. Any Party shall have the right to provide any insurance coverage required herein in a blanket policy, provided such blanket policy expressly affords coverage for the Facility and related improvements, and to the other Parties, as may be required by this Section.

- H. Each Party shall give the other Parties written notice in the event of any change or modification of its insurance coverage required by this Section, when such change or modification would reduce the insurance in coverage or limits, suspension, cancellation, termination or lapse of insurance coverage. Such notice shall be sent directly to each Party in accordance with the notice requirements of this Agreement. Such notice shall be sent within 10 days of such Party's own notice of such change or modification.
- I. In the event that any Party fails to carry and maintain the insurance required by this Section X, such Party shall be responsible for all damages to the other Parties arising out of such failure, including, without limitation, payment of all monetary amounts and contributions that the required insurance was intended to cover. Nothing in this paragraph shall be construed as a waiver of the sovereign or governmental immunity of the Commonwealth of Virginia, UVa, the County or the City, or their respective official, employees or agents.

#### **XI. RELATIONSHIP OF THE PARTIES**

- A. The County shall serve as Fiscal Agent for the Parties in connection with the joint undertaking described within this Agreement, in accordance with the provisions of this Agreement. Notwithstanding such fiscal agency, nothing in this Agreement is intended or shall be construed as in any way creating, establishing or conferring any right upon any Party to act as an agent or representative of any other Party for any purpose or in any manner whatsoever.
- B. The City and County understand and acknowledge that UVa is an agency of the Commonwealth of Virginia and with respect to tort liability for acts or occurrences on or about the Facility and the Leased Premises on which it is constructed, including product

liability, the Commonwealth and UVa are either: (i) constitutionally immune (or partially immune) from suit, judgment or liability, (ii) insured, or (iii) covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices.

- C. No Party to this Agreement has agreed to provide any indemnification or save harmless agreements running to any other Party or Parties. No provision, covenant or agreement contained in this Agreement shall be deemed to be a waiver of the sovereign or governmental immunity of the Commonwealth of Virginia, UVa, the County or the City from tort or any other liability.
- D. The County shall serve as Fiscal Agent for the Parties in connection with the joint undertaking described within this Agreement, in accordance with the provisions of this Agreement. As the Fiscal Agent, the County shall receive a total annual payment of two percent of the annual Operating Budget, the cost of which will be allocated per the Formula established in Section IV(B)(2) of this Agreement.
- E. This Operating Agreement may be modified only by written agreement, signed and executed by all of the Parties.

## **XII. DISPUTE RESOLUTION**

- A. Operational issues. In the event that a dispute about the operation of the Facility arises between the Parties, the three Chiefs of Police shall settle the dispute among themselves. If the three Chiefs cannot settle the dispute, they shall refer the matter to the CEOs of their respective jurisdictions. The CEOs shall then settle the dispute among themselves. If the CEOs cannot resolve the dispute, they shall proceed as set forth within paragraph (B), below.

B. Other contractual issues. Any disputes or claims among the Parties, whether for monetary or other relief, shall be resolved informally among the Parties' CEOs. If the CEOs are unable to resolve a dispute or claim, the Parties agree that they will attempt resolution through non-binding mediation. If such mediation does not resolve the dispute or claim, the Parties may exercise any legal rights or remedies that may be available.

### **XIII. HAZARDOUS MATERIALS**

The Parties recognize and agree that the operation of a firing range by necessity involves the use of substances that may be considered Hazardous Materials, including ballistics and explosives customarily used at law enforcement training facilities/ firing ranges. It is understood that the Parties, and any third parties licensed or permitted to use the Facility, may bring ballistics and explosives customarily used at law enforcement training facilities/ firing ranges onto the Leased Property and may use said ballistics and explosives within the Facility. Aside from the transport or use of ballistics and explosives, and incidental use of cleaning agents, customarily used at firing ranges, the Lessees shall neither take any action to place, nor cause or permit to be placed, Hazardous Materials on or within the Facility or the Leased Premises on which it is constructed, nor will they take, or cause to be taken, any action that would result in an environmental condition as referenced herein. As used in this Lease, the term "Hazardous Material" means those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.10 1) or classified by the Environmental Protection Agency as hazardous substances (40 CFR Part 302), or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (1) petroleum, (2) asbestos, (3) polychlorinated biphenyls, (4) designated as a hazardous substance

pursuant to the federal "Clean Water Act", the federal "Resource Conservation and Recovery Act", or the federal "Comprehensive Environmental Response, Compensation and Liability Act", or (6) lead, other than ballistics and/or explosives customarily used at firing ranges.

#### **XIV. DISSOLUTION; EFFECT OF PARTY WITHDRAWAL**

- A. Upon the expiration or earlier termination of this Agreement as to all Parties, any balances in the Operating Account, Capital Fund, and Capital Reserve shall be applied as follows: (i) first, to satisfaction of the Parties' obligations under the Lease for surrender of the Facility, including, without limitation, removal of the Facility, Lessee Improvements and/or Site Improvements (as defined in the Lease) and repair or restoration of the Leased Property, and then (ii) any unexpended funds shall be distributed and paid out to the Parties according to cost allocation formula for the applicable year. Title to and ownership of the Facility shall be conveyed to the University, as provided within the Lease.
- B. To the extent existing funds are not sufficient to cover the full cost of removal and restoration, any additional costs shall be allocated per the original construction percentages which are University, eighteen percent (18%); County, forty four percent (44%); City, thirty-eight percent (38%).

#### **XV. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

- A. This Agreement shall be governed in all aspects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto shall be in the Circuit Court of Albemarle County, and in no other court.

- B. In using the Facility, and in otherwise performing their obligations under this Agreement, the Parties shall comply with all applicable federal, state, or local laws, ordinances, rules or regulations, now or hereafter in force during the Term, governing the establishment, maintenance, operation and use of the Facility.

## **XVI. NOTICES**

- A. Form; effectiveness. Whenever this Agreement requires a Notice to be given to any Party/ Parties, such Notice shall be given in writing, and shall be effective on the date given. Notice given by mail shall be deemed given on the date deposited in the U.S. mail and sent by certified mail, return receipt requested.
- B. Addressees: Notices shall be given to the Parties' representatives designated below. Any party may, by notice to the other Parties, re-designate its representative to receive notices and/or the addresses to which notices may be sent:
- (1) **Albemarle County:** Send to Tom Foley, County Executive. Address for Mail and Deliveries: County Executive, 401 McIntire Road, Charlottesville, Virginia, 22902. Facsimile: 434-296-5800. E-mail: [tfoley@albemarle.org](mailto:tfoley@albemarle.org)
  - (2) **City of Charlottesville:** Send to Maurice Jones, City Manager. Address for Mail: P.O. Box 911, Charlottesville, VA, 22902. Address for Deliveries: City Hall, 605 East Main Street, 2<sup>nd</sup> Floor, Charlottesville, Virginia, 22902. Facsimile: 434-970-3890. E-mail: [mjones@charlottesville.org](mailto:mjones@charlottesville.org)
  - (3) **University of Virginia:** Send to Patrick Hogan, Executive Vice President and Chief Operating Officer. Address for Mail: P.O. Box 400228, Charlottesville, VA 22904-4228. Address for Deliveries: Madison Hall, 1827 University Drive, Charlottesville, VA 22903. Facsimile: 434-982-2770. Email: [pdh9t@Virginia.EDU](mailto:pdh9t@Virginia.EDU) Copies to: Director, Real Estate and Leasing Services, P.O. Box 400884, Charlottesville, VA 22904-4884 and Chief of Police, University of Virginia Police Department, P.O. Box 400214, Charlottesville, VA 22904-4214

## **XVII. ENTIRE AGREEMENT**

This Agreement, together with the Lease, constitutes the entire and complete agreement of the Parties, and the provisions set forth herein and in said Lease supersede all communications, negotiations, arrangements and agreements, whether oral or written, between the Parties with respect to the subject matter of these Agreements.

**XVIII. COUNTERPARTS**

This Agreement may be executed in multiple original counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement. Signature pages of this Agreement may be detached from any counterpart of this Lease and re-attached to any other counterpart of this Lease which is identical in form hereto but having attached to it one or more additional signature pages.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and year shown below.

**COUNTY OF ALBEMARLE**

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

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

Thomas C. Foley  
County Executive

**CITY OF CHARLOTTESVILLE**

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

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

Maurice Jones  
City Manager

**UNIVERSITY OF VIRGINIA**

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

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

Patrick Hogan  
Executive Vice President and  
Chief Operating Officer





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

## MEMORANDUM

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

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

**SUBJECT: QUARTERLY UPDATE**

**DATE: DECEMBER 3, 2014**

I am preparing this as a quarterly report in advance of meetings of the Board of Supervisors and City Council in December 2014. I am also happy to address questions or other topics, either at scheduled briefings, or by e-mail or telephone:

1. Schenks Branch Interceptor Replacement: I am informed that negotiations remain incomplete between the City and County regarding the terms of an easement to be granted by the County to RWSA for this project. Time is of the essence to complete these discussions and complete a document for execution and recording.
2. Water Treatment Plant Granular Activated Carbon Improvements: This project will be advertised for bids in early January for all five RWSA Water Treatment Plants, with bids expected to be received and opened by mid-February. We will be reviewing bids for the Scottsville Water Plant with the ACSA Board on February 19 seeking their input on a budget issue: comparing the cost of the construction of facilities for the granular form of activated carbon versus the long-term use of powdered form. We anticipate construction to begin by May 2015.
3. New Rivanna Pump Station: The project is under construction to build a new pump station at the Moores Creek Advanced Wastewater Treatment Plant (AWTP) site, linked by a new tunnel from the existing pump station site adjacent the City's Riverview Park. Excavation of the entrance shaft for the tunnel boring machine is now taking place, with tunnel construction expected to begin within the next three months. A groundbreaking was held at the existing pump station site on November 12.
4. Wastewater Plant Odor Control: A master plan for odor control at the Moores Creek AWTP in 2007 stated that a complete program for odor control could cost as much as \$33 million. Given the high cost, the Board chose at that time to construct only an initial phase, after which results would be re-evaluated. On the basis of feedback following the

implementation of the initial phase, a re-evaluation is now being completed regarding “next steps” and will be presented to our Board of Directors in December.

5. Ivy Materials Utilization Center: RSWA is continuing to assist the County as requested in their planning for how to use the Ivy Materials Utilization Center following the expiration of the current contract between RSWA and the County on June 30, 2015. A report from Draper Aden and GBB is being presented to the Board of Supervisors in early December.

cc: RWSA Board of Directors  
RSWA Board of Directors