



CITY COUNCIL AGENDA
Monday, December 18, 2017

6:00 p.m. **Closed session as provided by Section 2.2-3712 of the Virginia Code**
Basement Conference Room (Consultation with legal counsel regarding pending litigation seeking the removal of tarps from the Lee and Jackson statues)

7:00 p.m. **Regular Meeting - CALL TO ORDER**
Council Chambers

PLEDGE OF ALLEGIANCE
ROLL CALL

AWARDS/RECOGNITIONS & ANNOUNCEMENTS Councilor Recognition; SolSmart Silver Award

CITY MANAGER RESPONSE TO MATTERS BY THE PUBLIC

MATTERS BY THE PUBLIC Public comment is provided for up to 15 speakers at the beginning of the meeting (limit 3 minutes per speaker.) Pre-registration is available for up to 10 spaces, and pre-registered speakers are announced by noon the day of the meeting. The number of speakers is unlimited at the end of the meeting.

- 1. CONSENT AGENDA*** (Items removed from consent agenda will be considered at the end of the regular agenda.)
- a. Minutes for December 4, 2017
 - b. APPROPRIATION: Housing Opportunities for People with AIDS/HIV – \$19,543 (2nd of 2 readings)
 - c. APPROPRIATION: FY 2018 Transit Grants – \$793,270(2nd of 2 readings)
 - d. APPROPRIATION: City Schools Reimbursement for Greenbrier Elementary Modular Classroom Project – \$6,306.28 (2nd of 2 readings)
 - e. APPROPRIATION: 2017 Grand Illumination Sponsorships – \$4,000 (2nd of 2 readings)
 - f. APPROPRIATION: Insurance Settlement for Damaged Police Car – \$6,294.95 (1st of 2 readings)
 - g. APPROPRIATION: Local Emergency Management Performance Grant (LEMPG) – \$7,500 (1st of 2 readings)
 - h. RESOLUTION: Council Regular Meeting Schedule for 2018 (1st of 1 reading)
 - i. RESOLUTION: Civilian Review Board (1st of 1 reading)
 - j. RESOLUTION: Extension of the Charlottesville Affordable Housing Fund Grant Agreement with Habitat for FY 2016 Scattered Site Down Payment Assistance Program (1st of 1 reading)
 - k. RESOLUTION: Amendment to Fire Services Agreement Between the City of Charlottesville and Albemarle County (1st of 1 reading)
 - l. RESOLUTION: 2017 City-LEAP Climate Protection Program Support Grant – \$67,000 (1st of 1 reading)
 - m. ORDINANCE: Zoning Text Amendments (2nd of 2 readings)
- 2. PUBLIC HEARING/ORDINANCE*:** Conveyance of Portions of Cleveland Avenue Right of Way in Exchange for Land Dedicated as Public Right of Way (Johnson Village, Phase 3) (1st of 2 readings) – **10 mins**
- 3. APPROPRIATION*:** FY 17 Year-End Appropriation (2nd of 2 readings) – **10 mins**
- 4. ORDINANCE*:** Proposed Amendments to City Code Chapter 18 – Permits for Special Event and Demonstrations (1st of 2 readings) – **45 mins**
- 5. RESOLUTION*:** Dewberry Hotel Performance Agreement (1st of 1 reading) – **20 mins**

OTHER BUSINESS
MATTERS BY THE PUBLIC

*ACTION NEEDED

GUIDELINES FOR PUBLIC COMMENT

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

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

Please follow these guidelines for public comment:

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

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	November 17, 2017
Action Required:	Approval and Appropriation
Presenter:	Kaki Dimock, Director, Human Services
Staff Contacts:	Kaki Dimock, Director, Human Services
Title:	Housing Opportunities for People with AIDS/H.I.V. (H.O.P.W.A.): \$19,543

Background:

The Department of Human Services in coordination with the Thomas Jefferson Area Coalition for the Homeless (T.J.A.C.H.) and the Service Provider Council (S.P.C.), applied for and received a grant from the Virginia Department of Housing and Community Development. The Housing Opportunities for People with AIDS/H.I.V. (H.O.P.W.A.) award is \$19,543 and is intended to serve as a bridge contract to cover expenses related to this program while the Department of Housing & Community Development awaits a renewal contract for the program from Housing and Urban Development (H.U.D.) for Fiscal Year 2018.

Discussion:

The City of Charlottesville has staff from Human Services, Social Services, and Neighborhood Development Services all taking a leadership role in the governance of T.J.A.C.H. H.O.P.W.A. is an important resource in our community's efforts to end homelessness. The grant provides services in four key areas.

1. **Tenant-Based Rental Assistance (TBRA):** The Thomas Jefferson Health District (T.J.H.D.) partners with The Haven to provide T.B.R.A. to eligible participants. The T.J.H.D. screens participants for eligibility and inspects the proposed property to ensure that it meets H.U.D. requirements. Upon successful screening, The Haven contacts the landlord to arrange monthly rent payment, similar to rapid re-housing.
2. **Short-term Rental, Mortgage and Utility Assistance:** T.J.H.D. screens eligible participants for short-term assistance including emergency utility payments to avoid shut-off.
3. **Supportive Services:** T.J.H.D. provides supportive services including crisis intervention, case management and service referrals.
4. **Homeless Management Information System(H.M.I.S.):** The City of Charlottesville as the award recipient will ensure that H.M.I.S. data is complete through an agreement with T.J.A.C.H. to have the Executive Director ensure data quality. Our Continuum of

Care(C.O.C.) has a well-populated database for individuals experiencing homelessness. HMIS collaboration provides real-time monitoring of the needs and progress of individuals and households facing homelessness. Collaborative use of H.M.I.S. among T.J.A.C.H. C.o.C. Service Providers expedites communication and reduces the need to interface disparate documentation systems.

5. **Administration:** The City of Charlottesville as the award recipient is eligible for an administrative fee. Staff proposes that we pass these dollars through to T.J.H.D. & The Haven to support the supervision of assigned staff.

Community Engagement:

This grant and plan are the product of extensive engagement of the service provider community for persons experiencing homelessness. This partnership is reflective of the new governance model for T.J.A.C.H. and the priority requests of the Interfaith Movement Promoting Action by Congregations Together (IMPACT).

Alignment with City Council's Vision and Strategic Plan:

This grant advances the City of Charlottesville's Strategic Plan Goal #1 of enhancing the self sufficiency of our residents. Specifically, it will facilitate the objective of increasing affordable housing options. This item primarily aligns with Council's vision for Quality Housing Opportunities for All. Outcomes will demonstrate a coordinated assessment process, individuals and families linked to housing and other resources, and the length of time homelessness was experienced. This grant also fosters the ideals of Community of Mutual Respect and Economic Sustainability by providing services to vulnerable citizens and promoting self-sufficiency.

Budgetary Impact:

This grant will be entirely State, and Federal pass-through funds. No local match is required. There is no budget impact for the City of Charlottesville. All funds will be distributed to sub-recipients for service provision.

Recommendation:

Staff recommends approval and appropriation of grant funds.

Alternatives:

Council may elect to not accept the funds and the community will not have the capacity to administer the following services to persons experiencing a housing crisis while managing AIDS/H.I.V.: short-term rental assistance, utility assistance, rapid rehousing, H.M.I.S., and administration.

Attachments:

Sub Grant agreement and amendment are attached.

APPROPRIATION
H.O.P.W.A. Grant \$19,543

WHEREAS, The City of Charlottesville, through the Department of Human Services, has received the H.O.P.W.A. Grant from the Virginia Department of Housing and Community Development in the amount of \$19,543;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the sum of \$19,543 is hereby appropriated in the following manner:

Revenues

\$19,543 Fund: 209 IO: 1900291 (H.O.P.W.A.) G/L: 430120 Federal Pass-Thru State

Expenditures

\$19,543 Fund: 209 IO: 1900291 (H.O.P.W.A.) G/L: 530550 Contracted Services

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon receipt of \$19,543 in funds from the Virginia Department of Housing and Community Development.

**SUB-GRANT AGREEMENT
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM
U.S. Department of Housing and Urban Development**

**HOPWA Project 18-B-HW-303
(July 01, 2017 to December 31, 2017)**

This Sub-grant Agreement is made by and between the **Virginia Department of Housing and Community Development (DHCD)** and the project sponsor, **City of Charlottesville, Virginia (Sub-grantee)**. The Sub-grant, which is the subject of this Agreement, is authorized by the Governor of the Commonwealth under a Grant Agreement, executed by and between the U.S. Department of Housing and Urban Development (HUD), and the State of Virginia, the Recipient.

The Sub-grantee shall operate the project as part of the community's emergency response system to homelessness as described in the 2016-2018 Virginia Homeless Solutions Program (VHSP) application submitted by the lead agency (or designee) of the continuum of care (CoC) or balance of state local planning group (LPG).

The Sub-grant is comprised of an allocation from the United States Department of Housing and Urban Development (HUD) authorized under the Housing Opportunities for Persons With AIDS Grant for federal fiscal year 2016; the federal grant number is VAH16F999 and the Catalog of Federal Domestic Assistance (CFDA) number is 14.241. The Sub-grant is subject to the following terms (as they from time to time may be amended): AIDS Housing Opportunity Act, 42 USC Sec. 12901 et. seq. (the Act); the Housing Opportunities for Persons With AIDS (HOPWA) program rule, 24 CFR 50 and 574 as amended; and the Consolidated Plan rule, 24 CFR 91 as amended; all of which are incorporated herein as part of this Agreement. The Sub-grant is subject to the terms, guidelines and regulations set forth in the 2016-2018 Virginia Homeless Solutions Program Guidelines document including Appendix A – Housing Opportunities for Persons With AIDS (HOPWA) Program Guidelines, any subsequent amendments, the CoC/LPG proposal as amended through negotiations with DHCD, the DHCD approved Sub-grantee budget, which are incorporated by reference as part of this Agreement, the laws of the Commonwealth of Virginia and federal law.

I. Scope of Services

The funding provided through this sub-grant must be used to carry out activities as specified in the Virginia Homeless Solutions Program Guidelines 2016-2018, specifically Appendix A – Housing Opportunities for Persons With AIDS (HOPWA) Program Guidelines, and any subsequent amendments to the guidelines. Sub-grantee must adhere to the DHCD approved budget and all specified cost category limits as outlined in the guidelines.

HOPWA Cost Category Limits *	
Cost Category	Limits as Percentage of Total Award
Housing Assistance	At least 65 percent
Supportive Services	35 percent or less
Administration	7 percent or less
Housing Information Services	3 percent or less
<i>* See guidelines for details related to cost categories.</i>	

I. Conditions

A. Service Provision

Sub-grantee is responsible for coordination of VHSP HOPWA activities with other VHSP HOPWA Sub-grantees and mainstream resources. Sub-grantee must assure non-duplication of services with other VHSP HOPWA Sub-grantees.

B. Disbursement of Funds

DHCD agrees to provide \$19,543 to the Sub-grantee to undertake the approved project activities described in the Sub-grantee Virginia Homeless Solutions Program application for the July 1, 2016 through June 30, 2018 program years. The Sub-grantee must submit, for approval by DHCD, a program budget for the 2017-2018 allocation. Funds must be expended per the approved budget. The Sub-grantee agrees to provide HOPWA funds to non-entitlement localities and to coordinate the provision of services with other HOPWA project sponsors.

Funds are disbursed on a reimbursement basis. Sub-grantees must be able to provide documentation that the work, services, or cost occurred within the grant period and the expenses were paid appropriately by the Sub-grantee. Program funds shall be disbursed to the Sub-grantee on a monthly or quarterly reimbursement schedule determined by the Sub-grantee.

The Sub-grantee must request approval from DHCD for all changes which affect the scope of the project, including but not limited to addition or deletion of an activity, location of services, service area, objectives, timing of activity, and expenditures that will exceed the budget cost category.

DHCD reserves the right to de-obligate and reallocate funds at any point during the contract term.

C. Reporting

Sub-grantees must submit the following reports:

Year End Report

Year end reports must be submitted as instructed by DHCD. No future funds will be disbursed until all required reports for the previous fiscal year are submitted to DHCD.

D. Continuum of Care Participation

Sub-grantees must actively participate in the regional Continua of Care or Balance of State local planning groups.

E. Accounting

The Sub-grantee must adhere to Generally Accepted Accounting Principles (GAAP). The Sub-grantee shall establish and maintain separate accounts within its existing accounting system or set up accounts independently. The Sub-grantee shall record in its accounting system all grant payments received

pursuant to the grant and all other match funds provided for, accruing to, or otherwise received on account of the grant.

All costs charged to the grant shall be supported by properly executed payrolls, timesheets, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, contracts, vouchers, or other accounting documents pertaining in whole or in part to the grant shall be clearly identified, readily accessible, and separate and distinct from all other such documents. Such documents shall reside at the offices of the sub-grantee.

F. DHCD Notification

Sub-grantee must notify DHCD of any potentially illegal act, such as misuse of grant funds or fair housing violations, immediately upon knowledge of such act. In addition, sub-grantee must notify DHCD should any other local, federal or state agency uncover evidence of any potentially illegal act. Sub-grantee must notify DHCD if there is a change in agency management and/or fiscal personnel. Failure to do so will constitute a finding and may result in repayment of funds by the sub-grantee, the de-obligation of current funding and the preclusion of future funding.

G. Audit

All grantees, sub-grantees, CHDOs, and sub-recipients, localities, developers, or any other organizations that receive funding during a specific program year are required to submit one of the following financial documents: Financial Statement**, Reviewed Financial Statement prepared by an independent Certified Public Accountant (CPA), Audited Financial Statement prepared by an independent CPA or an OMB A-133 Audit (Single Audit) prepared by an independent CPA. Please see the table below to determine which document your organization is required to submit.

The threshold requirements outlined below are the minimal standards required by DHCD. We strongly encourage all organizations receiving funds from DHCD to undertake the highest level of financial management review to ensure practices and procedures are fully examined and evaluated.

Threshold Requirement	Document
Total annual expenditures ≤\$100,000 - regardless of source	Financial Statement prepared by organizations**
Total annual expenditure between \$100,001 and \$300,000 - regardless of source	Reviewed Financial Statement prepared by an Independent Certified Public Accountant (CPA)
Total annual expenditures > \$300,000 - regardless of source	Audited Financial Statement prepared by an Independent CPA
Federal expenditures ≥\$750,000	OMB A-133 Audit (Single Audit) prepared by an Independent CPA

**Does not require preparation by a CPA

Entities shall file the required financial document in the Centralized Application and Management System (CAMS) within nine (9) months after the end of their fiscal year or 30 (thirty) days after it has been accepted (Reviewed Financial Statement, Audited Financial Statement, and OMB A-133 Audit only) -whichever comes first.

The full DHCD Audit Policy, including an explanation of the specific document requirements, can be found online at:
http://www.dhcd.virginia.gov/images/DHCD/DHCD_Audit_Policy.pdf.

H. Compliance

Sub-grantees with outstanding audit findings, IRS findings, DHCD monitoring findings or other compliance issues are not eligible to receive allocations. DHCD will work with all interested parties toward the resolution of unresolved matters, where appropriate.

I. Maintenance of Records

Records shall be readily accessible to DHCD, appropriate state and federal agencies, and the general public during the course of the grant agreement and shall remain intact and accessible for five years thereafter. The exception is in the event that any litigation claim or audit is started before expiration of the five year period, the records shall be retained until such action is resolved.

J. Costs Incurred Prior To Grant Agreement Execution

No costs incurred prior to the start date of the contract period shall be eligible for reimbursement with grant funds, unless incurred costs are authorized in writing by DHCD.

K. State Not Liable

The Grantee shall hold harmless the Commonwealth of Virginia, DHCD, its agents and employees from any and all claims and demands based upon or arising out of any action by the Grantee, its employees, agents or contractors.

L. Expenditure Review

DHCD will monitor expenditure rates to ensure resources are maximized. Failure to expend funds proportionately throughout the contract period may result in the de-obligation of funds. DHCD reserves the right to de-obligate funds at any time during the contract period and reallocate as deemed appropriate within the CoC/LPG or statewide based on compliance, performance, need and available funding.

M. Termination, Suspension, Conditions

This Sub-grantee Agreement shall remain in effect from the date of the signing of the grant agreement until June 30, 2017. Either party shall have the right to cancel this agreement for any reason with a 30 days written notice.

If through any cause, the Sub-grantee fails to comply with the terms, conditions or requirements of the contract documents, DHCD may terminate or suspend this Agreement by giving written notice of the same and specifying the effective date termination or suspension at least five (5) days prior to such action.

In the case of contract violation by the Sub-grantee, DHCD may request that all or some of the grant funds be returned, even if the Sub-grantee has already expended the funds. The Sub-grantee agrees to return such funds as requested by DHCD within 30 days of the written request.

N. Subsequent Contracts

The Sub-grantee shall remain fully obligated under the provisions of the Grant Agreement notwithstanding its designation of any subsequent or third parties for the undertaking of all or part of the activities for which the Grant assistance is being provided to the Sub-grantee.

The Sub-grantee agrees to ensure that any contractor or subcontractor who is not the Sub-grantee shall comply with all the lawful requirements of the Sub-grantee necessary to insure that the project for which this assistance is being provided under this Agreement are carried out in accordance with the Sub-Grantee's Assurances and Certifications.

O. Default

A default is any unapproved use of grant funds. Upon due notice to the Sub-grantee of the occurrence of any such default and the provision of a reasonable opportunity to respond, DHCD may take one or more of the following actions:

- (1) direct the Sub-grantee to submit progress schedules for completing approved activities;
- (2) issue a letter of warning advising the Sub-grantee of the default, establishing a date by which corrective actions must be completed and putting the Sub-grantee on notice that more serious actions will be taken if the default is not corrected or is repeated;
- (3) direct the Sub-grantee to suspend, discontinue or not incur costs for the affected activity;
- (4) require the Sub-grantee to reimburse DHCD for costs inappropriately charged to the program;
- (5) other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

No delay or omissions by DHCD in exercising any right or remedy available to it under the Agreement shall impair any such right to remedy or constitute a waiver or acquiescence in any Sub-grantee default.

P. Conflict of Interest

Sub-grantees shall ensure that the provision of any type or amount of assistance may not be conditional on an individual's or family's acceptance or occupancy of housing owned by the sub-grantee, a parent organization, or subsidiary. Sub-grantees, parent organizations, or subsidiaries may not administer HOPWA assistance and use the assistance for households residing in units owned by the Sub-grantee, parent organization, or subsidiary.

Individuals (employees, agents, consultants, officers, or elected or appointed officials of the sub-grantee) may not both participate in decision-making related to determining eligibility and receive any financial benefit. This financial benefit

may not be received by the specific individual, any member of his/her immediate family or a business interest. The restriction applies throughout tenure in the position and for a one-year period following tenure.

Q. Religious Influence

The Sub-grantee shall perform activities and all financial and stabilization services in a manner that is free from religious influence.

III. Additional Assurances

- A. Sub-grantee will give the Virginia Department of Housing and Community Development, the Comptroller, HUD and any other authorized state or federal representatives access to and the right to examine all records, books, papers, or documents related to the Grant.
- B. In accordance with federal law, sub-grantee will provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin, in any phases of employment or in any phase of service delivery.

IV. Additional Certifications:

The Sub-grantee certifies that it will comply with the following:

- (a) Freedom of Information Act (5 U.S.C 552) and Virginia Freedom of Information Act;
- (b) Virginia Fair Employment Contracting Act;
- (c) Fair Housing Act (42 U.S.C. 3601-20), and implementing measures under:
 - 24 CFR 100 (discriminatory conduct under Fair Housing Act);
 - Executive Order 11063 and regulations at 24 CFR 107 (preventing discrimination on basis of race, color, creed, or national origin);
 - 24 CFR Part 8 (prohibiting discrimination against handicapped individuals);
 - Title VIII of Civil Rights Act of 1968 as amended (prohibiting discrimination based on race, color, national origin, religion, sex, familial status [including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18], and disability)
- (d) Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at:
 - 24 CFR 146 (nondiscrimination on basis of age in HUD programs);
 - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);

- (e) 24 CFR 574.320 (Federal rent standards for rental assistance, requiring rents to be charged no greater than appropriate Fair Market Rent levels);
- (f) 24 CFR Part 35 (Federal lead-based paint provisions, requiring visual inspections and stabilization of paint before commencement of occupancy);
- (g) Adhere to Executive Orders 11625, 12432, and 12138, that the Sub-grantee must make efforts to encourage participation of minority and women-owned business enterprises in connection with funded activities;
 - Encourage participation of locally-owned enterprises in connection with funded activities;
- (h) Assist in carrying out 24 CFR 58 and 58.5 (National Environmental Policy Act [NEPA] of 1069 and other provisions of federal law)
- (i) McKinney-Vento Homeless Assistance Program Regulations;
- (j) Anti-lobbying Certification;
- (k) Drug Free Workplace.

The Grant Agreement is hereby executed by the parties on the date set forth below their respective signatures as follows:

Virginia Department of Housing and Community Development

Pamela G Kestner

Digitally signed by Pamela G Kestner
DN: cn=Pamela G Kestner, o=Department of Housing and Community Development,
ou=Housing Division, email=p.kestner@dohdc.org, c=US
Date: 2017.08.29 16:56:03 -0400

Pamela Kestner, Deputy Director

August 29, 2017

Date

City of Charlottesville, Virginia



Signature

Michael C. Murphy

Name (printed or typed)

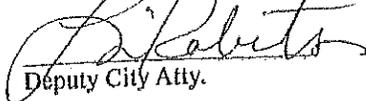
Assistant City Manager

Title

9/14/17

Date

APPROVED AS TO FORM


Deputy City Atty.

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	December 4, 2017
Action Required:	Approve Supplemental Appropriation of Project Funding for Transit Division
Staff Contact:	John Jones, Transit Director Ryan Davidson, Budget Office
Presenter:	John Jones, Transit Director
Title:	Appropriation of FY 2018 Transit Grants - \$793,270

Background and Discussion: With a Resolution Authorizing the Application for State Aid to Public Transportation, City Council authorized the Transit Division to provide the local match necessary to apply for Federal and State grants to fund Transit Division expenses, including both Capital and non-Capital projects. The Capital portion of the application is for the purchase of one (1) 35-ft Replacement Replica Trolley, one (1) <30-foot BOC bus and (1) one support vehicle.

The final Virginia Department of Rail and Public Transportation (DRPT) Operating award is \$241,402 greater than appropriated in the FY2018 budget. The final Federal Transit Administration (FTA) Operating award is \$96,714 less than requested and appropriated in the FY2018 budget. This decrease in FTA Operating funding is due to a mandatory 5% withholding of allocated federal funds for all recipients of Section 5307 operating funds in Virginia until such time a State Safety Oversight Program for the rail operations of the Washington Metropolitan Area Transit Authority is certified by the FTA.

Additionally, the FTA has awarded \$518,766 to JAUNT (after 5% withholding), with the City acting as fiscal agent, which means the federal funds for JAUNT must pass through the City. A supplemental appropriation is requested for project revenues/expenses which include:

Transit Grants by Type	FY 2018 Budget	FY18 Award	Appropriation
State operating assistance	\$1,481,000	\$1,722,402	\$241,402
Federal operating assistance	1,653,010	1,556,296	(96,714)
TOTAL OPERATING AWARD	\$3,134,010	\$3,278,698	\$144,688
TOTAL JAUNT (Pass-through Funds)	\$0	\$518,766	\$518,766
State capital award	\$4,328	\$100,028	\$95,700
Federal capital award	429,640	385,680	(43,960)
Local CIP match P-00334	103,082	156,762	53,680
Proceeds from prior year's asset dispositions	0	24,396	24,396
TOTAL CAPITAL	\$527,432	\$579,172	\$129,816
TOTAL APPROPRIATION REQUEST			\$793,270

Community Engagement:

Charlottesville Area Transit utilizes the Metropolitan Planning Organization's Public Participation Plan to fulfill its public engagement requirements. The MPO's PPP includes an opportunity for members of the public to request a public hearing on CAT's Program of Projects. No public hearing was requested.

Alignment with City Council's Vision and Priority Areas:

Approval of this agenda item aligns directly with Council's vision for Charlottesville as a *Connected Community*, where the City is part of a comprehensive, transportation system that enables citizens of all ages and incomes to easily navigate our community.

Budget Impact:

The City's contribution from general funds and Albemarle County's contribution as already budgeted cover the local match requirement for Operating Assistance. The increase in CIP funding is to align the FY2018 budget in CAT with the FY2018 amount budgeted in P-00334. The proceeds from prior year asset dispositions are held as unearned revenue in CAT's fund, and need to be appropriated in order to spend according to FTA award funding.

The pass through of grant funds for JAUNT has no budget impact.

Recommendation: Approve appropriations.

Alternatives: City Council may choose not to appropriate funds for these Transit Division projects. Without an appropriation these projects will not be implemented and staff will work with the Federal Transit Administration and the Virginia Department of Rail and Public Transportation to de-obligate the grants.

APPROPRIATION
Transit Division Project Funds
\$793,270

WHEREAS, a Federal Operating Grant of \$1,556,296 and State Operating Grant of \$1,722,402 have been awarded to the City of Charlottesville, the combined amounts of operating grants are \$144,688 more than previously budgeted; and

WHEREAS, a Federal Grant has been awarded to JAUNT in the amount of \$518,766 and these funds must pass through the City of Charlottesville; and

WHEREAS, a State Capital Grant of \$100,028 and a Federal Capital Grant of \$385,680 have been awarded to the City of Charlottesville, the amount of capital local match budget in fund 245 is \$53,680 less than the FY2018 amount in CIP, the FTA directs that \$24,396 of the proceeds from prior year asset dispositions be used for purchasing new assets, resulting in combined addition to the capital budget of \$129,816 more than the amount budgeted; and

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

Revenue (Operating)

\$241,402	Fund: 245	Cost Center: 2801003000	G/L: 430080 State Assistance
\$(96,714)	Fund: 245	Cost Center: 2801003000	G/L: 431010 Federal Assistance

Expenditures (Operating)

\$144,688	Fund: 245	Cost Center: 2801003000	G/L: 599999 Lump Sum
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Revenue (JAUNT)

\$518,766	Fund: 245	Cost Center: 2821002000	G/L: 431010 Fed Assistance
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Expenditures (JAUNT)

\$518,766	Fund: 245	Cost Center: 2821002000	G/L: 540365 JAUNT Payment
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Revenue (Capital)

\$95,700	Fund: 245	Cost Center: 2804001000	G/L: 430110 St Grants
\$(43,960)	Fund: 245	Cost Center: 2804001000	G/L: 431110 Fed Grants
\$24,396	Fund: 245	Cost Center: 2804001000	G/L: 435990 Warehouse Sales
\$53,680	Fund: 245	Cost Center: 2804001000	G/L: 498010 Transfer from CIP

Expenditures (Capital)

\$129,816	Fund: 245	Cost Center: 2804001000	G/L: 541040 Acq. Com-Veh.
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BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$1,822,430 from the Virginia Department of Rail and Public Transportation and \$2,460,742 from the Federal Transit Administration.

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	December 4, 2017
Action Required:	Approve Appropriation of Reimbursement
Presenter:	Mike Mollica, Division Manager, Facilities Development
Staff Contacts:	Mike Mollica, Division Manager, Facilities Development Ryan Davidson, Senior Budget & Management Analyst, Budget and Performance Management
Title:	Appropriation of Charlottesville City Schools Reimbursement for the Greenbrier Elementary Modular Classroom Project - \$6,306.28

Background: The City of Charlottesville Facilities Development Division oversees capital projects for Charlottesville City Schools (C.C.S.). A modular classroom at Greenbrier Elementary School was installed in late summer. Electrical supplies were purchased by the City for the project, with the understanding that the City would invoice C.C.S. for all expenses. Under this agreement, the City will receive a reimbursement in the amount of \$6,306.28.

Discussion: Appropriation of these funds is necessary to replenish the School Small Cap Projects Lump Sum Account (SC-003) for project related expenses.

Alignment with Council Vision Areas and Strategic Plan: This project supports City Council's "Smart, Citizen-Focus Government" vision, and it contributes to Strategic Plan Goal 5: A Well-managed and Responsive Organization.

Community Engagement: N/A

Budgetary Impact: Funds have been expensed from the School Small Cap Projects Lump Sum Account (SC-003) and the reimbursement is intended to replenish the project budget for C.C.S.' portion of those expenses.

Recommendation: Staff recommends approval and appropriation of the reimbursement funds.

Alternatives: If reimbursement funds are not appropriated, the School Small Cap Projects Lump Sum Account (SC-003) will reflect a deficient balance.

Attachments: Appropriation

APPROPRIATION
Appropriation of Charlottesville City Schools Reimbursement for the Greenbrier
Elementary Modular Classroom Project - \$6,306.28

WHEREAS, C.C.S. was billed by the City of Charlottesville in the amount of \$6,306.28.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that \$6,306.28 from C.C.S. is to be appropriated in the following manner:

Revenues - \$6,306.28

Fund: 426 Funded Program: SC-003/P-00950-01 G/L Account: 432085

Expenditures - \$6,306.28

Fund: 426 Funded Program: SC-003/P-00950-01 G/L Account: 599999

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$6,306.28, from Charlottesville City Schools.

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



Agenda Date:	December 4, 2017
Action Required:	Appropriation of Funds
Presenter:	Miriam Dickler, Director, Communication
Staff Contacts:	Miriam Dickler, Director, Communication Leslie Beauregard, Assistant City Manager
Title:	2017 Grand Illumination Sponsorships - \$4,000

Background:

Beginning in 2015, the City of Charlottesville, specifically the Office of Communications, has taken over full responsibility for Grand Illumination. The Office has been coordinating the marketing, performances, activity areas and actual tree lighting for a number of years. We have had some offers of monetary sponsorships to help offset the costs of this event.

Discussion:

As Presenting Sponsor, UVA Community Credit Union has committed \$3,500 and as table sponsor, Scott Wagner Chiropractic has committed \$500 to Grand Illumination 2017 to help pay for expenses associated with the event. The event relies largely on community generosity, but some items unavoidably have costs attached. This money will go into a newly formed account specifically earmarked for Grand Illumination; should any money be carried over, it will remain in this dedicated account for use in the next year's event.

Alignment with Council Vision Areas and Strategic Plan:

N/A

Community Engagement:

No community engagement occurred with these donations.

Budgetary Impact:

There is no fiscal impact.

Recommendation:

Staff recommends the appropriation of these funds.

Alternatives:

N/A

Attachments:

N/A

APPROPRIATION
Grand Illumination Sponsorship
\$4,000

WHEREAS, the City of Charlottesville, through the Office of Communications, has received donations to sponsor and offset costs for Grand Illumination.

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

Revenue

\$4,000 Fund: 105 Internal Order: 2000130 G/L Account: 451020

Expenditures

\$4,000 Fund: 105 Internal Order: 2000130 G/L Account: 599999

BE IT FURTHER RESOLVED, that any remaining funds will carry over into the following fiscal year and future donations for the purposes of Grand Illumination will be automatically appropriated.

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



Agenda Date:	December 18, 2017
Action Requested:	Appropriation of Funds
Presenter:	Lt. T.V. McKean, Charlottesville Police Department
Staff Contacts:	Lt. T.V. McKean, Charlottesville Police Department
Title:	Insurance Settlement for Damaged Police Car - \$6,294.95

Background:

A Charlottesville Police Department unmarked Police car was struck by a vehicle operated by another driver. The damages to the vehicle rendered it a total loss. The insurance company for the driver at fault has settled with the City and the money must be appropriated to the Equipment Replacement Fund, so that the Police Department may utilize these funds.

Discussion:

The insurance reimbursement for the accident was \$6,294.95. The Police Department requests the insurance reimbursement for this accident be appropriated to the Equipment Replacement Fund in order to replace the vehicle that was in the accident.

Alignment with City Council's Vision and Strategic Plan:

Appropriation of this item aligns with Council's vision to delivering optimal services to our City as a Smart, Citizen-Focused Government. In addition, it aligns with Goal 5: A Well-Managed and Responsive Organization, Objective 5.1: Integrate effective business practices and strong fiscal policies.

Community Engagement:

N/A

Budgetary Impact:

There is no impact the General Fund. Funds will be appropriated into the Equipment Replacement Fund.

Recommendation:

Staff recommends appropriation of funds.

Alternatives:

If funds are not appropriated, the Police Department will not be able to replace the vehicle, which will result in a negative impact on services provided.

Attachments:

Appropriation

APPROPRIATION

Insurance Settlement for Damaged Police Car

\$6,294.95

WHEREAS, the City of Charlottesville, through the Police Department, has received Insurance Settlements in the amount of \$6,294.95 to the vehicle replacement fund for expenses associated with replacing an unmarked Police car.

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

Revenue

\$6,294.95 Fund: 106 Cost Center: 3101001001 G/L Account: 451110

Expenditures

\$6,294.95 Fund: 106 Cost Center: 3101001001 G/L Account: 541040

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



Agenda Date:	December 18, 2017
Action Required:	Appropriation
Presenter:	Allison Farole, Emergency Management Coordinator
Staff Contacts:	Allison Farole, Emergency Management Coordinator Gail Hassmer, Chief Accountant
Title:	Local Emergency Management Performance Grant (LEMPG) - \$7,500

Background:

The Virginia Department of Emergency Management has allocated \$7,500 in 2017 Emergency Management Performance Management Grant (LEMPG) funding from the Federal Emergency Management Agency to the City of Charlottesville. The locality share is \$7,500, for a total project of \$15,000.

Discussion:

The City of Charlottesville is the grant administrator for this grant, which will be passed to the Office of Emergency Management at the Charlottesville-University of Virginia (U.V.A).-Albemarle County Emergency Communications Center. The grant award period is July 1, 2017 to June 30, 2018. The objective of the LEMPG is to support local efforts to develop and maintain a Comprehensive Emergency Management Program. The 2017 LEMPG funds will be used by the Office of Emergency Management to enhance local capabilities in the areas of planning, training and exercises, and capabilities building for emergency personnel and the whole community.

Alignment with City Council's Vision and Strategic Plan:

This emergency management program supports City Council's America's Healthiest City vision, specifically, "Our emergency response system is among the nation's best," as well as Strategic Plan Goal 2 A Healthy and Safe City, Objective 2.3 Improve community and health and safety outcomes by connecting residents with effective resources. Maintaining our response and recovery capability is an on-going process that requires regular planning discussions and well as training and exercising with community response partners. Citizen preparedness, including awareness of local hazards and actions they can take to survive and recover from an emergency is a critical part of the local response system.

Community Engagement:

The LEMPG engages the community through public outreach efforts led by the Office of Emergency Management. Increasing citizen awareness of hazards and promoting steps individuals can take to prepare for, respond to, and recover from emergency situations is a critical priority for the Office of Emergency Management. Community outreach efforts include presenting on preparedness to community groups and designing and implementing targeted messaging through various media. This funding allows the Office of Emergency Management to enhance their education and public outreach efforts throughout the community.

Budgetary Impact:

This has no impact on the General Fund. The funds will be expended and reimbursed to a Grants fund. The locality match of \$7,500 will be covered with an in-kind match from the Office of Emergency Management budget.

Recommendation:

Staff recommends approval and appropriation of grant funds.

Alternatives:

If grants funds are not appropriated, the Office of Emergency Management will not be able to completely fund the augmentation of education and public outreach efforts. A reduction in time for this position will negatively impact the quantity and quality of public outreach on emergency preparedness to community members.

Attachments:

Appropriation

APPROPRIATION
2017 Local Emergency Management Performance Grant (LEMPG)
\$7,500

WHEREAS, the City of Charlottesville has received funds from the Virginia Department of Emergency Management in the amount of \$7,500 in federal pass through funds and \$7,500 in local in-kind match, provided by the Charlottesville-U.V.A.-Albemarle Emergency Communications Center Office of Emergency Management; and

WHEREAS, the funds will be used to support programs provided by the Office of Emergency Management; and

WHEREAS, the grant award covers the period from July 1, 2017 through June 30, 2018;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$7,500 is hereby appropriated in the following manner:

Revenue – \$7,500

\$7,500 Fund: 209 I/O: 1900294 G/L: 430120 State/Fed pass thru

Expenditures - \$7,500

\$7,500 Fund: 209 I/O: 1900294 G/L: 510010 Salaries

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$7,500 from the Virginia Department of Emergency Management, and the matching in-kind funds from the Charlottesville-U.V.A.-Albemarle Emergency Communications Center Office of Emergency Management.

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	December 18, 2017
Action Required:	Approval of Resolution
Presenter:	Maurice Jones, City Manager
Staff Contacts:	Maurice Jones, City Manager Paige Rice, Clerk of Council
Title:	City Council Regular Meeting Schedule for 2018

Background:

Local municipalities may approve a regular Council meeting schedule for the calendar year in order to establish meeting dates for the year. The proposed schedule includes variances according to holidays and summer break.

Discussion:

Regularly scheduled Council meetings take place on the first and third Mondays of each month at 7:00 p.m. in Council Chambers at City Hall. If a regularly scheduled Council meeting falls on a holiday, then the meeting will take place on Tuesday. Council typically takes a summer break the first meeting in August.

The proposed regular Council meeting schedule for 2018 is as follows:

<i>Tuesday, January 2, 2018</i>	July 2, 2018
<i>Tuesday, January 16, 2018</i>	July 16, 2018
February 5, 2018	August 6, 2018 – no meeting (summer break)
<i>Tuesday, February 20, 2018</i>	August 20, 2018
March 5, 2018	<i>Tuesday, September 4, 2018</i>
March 19, 2018	September 17, 2018
April 2, 2018	October 1, 2018
April 16, 2018	October 15, 2018
May 7, 2018	November 5, 2018
May 21, 2018	November 19, 2018
June 4, 2018	December 3, 2018
June 18, 2018	December 17, 2018

Italics indicate an adjusted date due to a holiday.

Alignment with City Council’s Vision and Priority Areas:

This aligns with Goal 4 of the strategic plan: *Be a well-managed and successful organization.*

RESOLUTION
Approval of City Council Regular Meeting Schedule for 2018

BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the following dates are approved for regularly scheduled Council meetings for 2018:

<i>Tuesday, January 2, 2018</i>	July 2, 2018
<i>Tuesday, January 16, 2018</i>	July 16, 2018
February 5, 2018	August 6, 2018 – no meeting (summer break)
<i>Tuesday, February 20, 2018</i>	August 20, 2018
March 5, 2018	<i>Tuesday, September 4, 2018</i>
March 19, 2018	September 17, 2018
April 2, 2018	October 1, 2018
April 16, 2018	October 15, 2018
May 7, 2018	November 5, 2018
May 21, 2018	November 19, 2018
June 4, 2018	December 3, 2018
June 18, 2018	December 17, 2018

Italics indicate an adjusted date due to a holiday.

BE IT FURTHER RESOLVED that these dates will be published on the City's calendar at www.charlottesville.org and posted at the Clerk of Council's office; and

BE IT FURTHER RESOLVED that should Council have a compelling reason to amend the schedule during the year, they may do so with a majority vote; should such a change occur, it will be publicized with a City press release, updated on the City's calendar, and posted at the Clerk of Council's office.

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



Agenda Date:	December 18, 2017
Action Required:	Vote on resolution
Presenter:	Mike Murphy, Assistant City Manager
Staff Contacts:	Maurice Jones, City Manager Mike Murphy, Assistant City Manager
Title:	Civilian Review Board

Background:

At the November 20, 2017 Council meeting, Council considered a report by the Charlottesville Police Citizens Advisory Panel regarding a citizen review board for the City of Charlottesville's Police Department.

Following the report and ensuing discussion, Council built consensus to form an independent Civilian Review Board ("Board"). In order to provide for the Board's operation as a truly independent entity, Council supported tasking the initial Board with drafting bylaws and defining their mission.

Discussion:

Pursuant to Council's discussion and at the December 4, 2017, Council meeting, staff revised the original resolution posted to the December 4, 2017 agenda. The attached resolution forms an initial Civilian Review Board for the City of Charlottesville's Police Department. The resolution reflects the intent of Council that the Board shall explore and outline their charge, including the ability to work with local law enforcement to address and investigate community complaints, and shall include a community-focused process that regularly engages all segments of the public, inclusive of the City's minority and low wealth communities.

Council will appoint the initial Board based on an open application process. The initial Board will have seven members, to be appointed to a one-year term by vote of Council, and should include an engaged, diverse selection of members representative of the community on the whole, inclusive of the City's minority and low wealth communities, as well as those with personal experience with the Charlottesville Police Department's policing practices.

Following Council's appointments to the initial Board, the Board will convene public meetings and engage the community for a period of approximately six months, after which they will provide a written report with proposed mission and draft bylaws for Council's consideration, by no later than nine months after the appointments have been made.

Alignment with City Council’s Vision and Strategic Plan:

The formation of a Civilian Review Board aligns with several of the [City Council Vision](#) areas, including a Community of Mutual Respect, and a Smart, Citizen-Focused Government. This initiative aligns with the [Strategic Plan](#) Goal 1: An Inclusive, Self-Sufficient Community, and Goal 2: A Healthy and Safe City.

Budgetary Impact:

Staff proposes allocating \$2,500 from the Council Strategic Initiatives Fund for the operating costs of the initial Board, including community outreach events, with expenditures approved by the City Manager.

Attachments:

Resolution

RESOLUTION
Police Civilian Review Board

WHEREAS, Council seeks to answer the call for a police civilian review board that places emphasis on independence, accountability, and transparency; and

WHEREAS, relationship building, community trust, and civilian engagement are as critical today for police as they have ever been; and

WHEREAS, staff believes a structured, independent civilian review of police matters will help build community trust in the work of the Charlottesville Police Department;

NOW THEREFORE, BE IT RESOLVED, that City Council does hereby authorize the creation of an initial Police Civilian Review Board (“Board”) and tasks the Board with drafting bylaws, which shall address matters including, but not limited to:

- Defining the Board’s proposed mission;
- Proposing Board membership, including number of members, representation, membership criteria, and length of term;
- Researching, documenting and incorporating best practices for independent civilian review boards, including but not limited to working with such groups as the National Association for Civilian Oversight of Law Enforcement (NACOLE);
- Creating guidelines or a Memorandum of Understanding for effectively interacting with the Chief of Police;
- Defining an effective and cooperative structure for Board review of police actions;
- Developing procedures for reviewing police matters, including but not limited to investigative detention reports, use-of-force incidents, and internal affairs appeals;
- Implementing mechanisms for reporting out findings, including a quarterly report delivered to Council;
- Seeking input from the City Attorney, Commonwealth’s Attorney, and the Chief of Police as to whether or not special enabling legislation and ordinances are required and to ensure legal constraints, liability concerns, and privacy issues are properly addressed;
- Providing appropriate Board member training; and
- Recommending level of City staff support for the Board; and

BE IT FURTHER RESOLVED, that the initial Board shall have seven members to be appointed to a one-year term by vote of Council, which shall include an engaged, diverse selection of members representative of the community on the whole, inclusive of members of minority and low wealth communities, and members who have had direct experience with past and current Charlottesville Police Department (CPD) policing practices; and

BE IT FURTHER RESOLVED, that current or former members of the CPD, City officials and employees, and immediate family members of either the CPD or City officials and employees, shall be prohibited from serving on the Board; and

BE IT FURTHER RESOLVED, that Council will make appointments based on a transparent and accountable application process that, in keeping with the current board application process, makes the application available on the City’s website and in paper form, and allows for a 30 day posting period; and

BE IT FURTHER RESOLVED, that the City will publish the names of all board applicants to the Civilian Review Board on the City's website on a rolling basis; and

BE IT FURTHER RESOLVED, that the City will host an applicant forum to give applicants the opportunity to speak to the community and Council about their interest and qualifications, as well as receive and answer questions from the community; and

BE IT FURTHER RESOLVED, that the Board will seek community input throughout the process of drafting their mission and bylaws by amply engaging with all sections of the Charlottesville community through public hearings, forums, etc.; and

BE IT FURTHER RESOLVED, that Council charges the initial Board with providing a written report with proposed mission and draft bylaws for Council's consideration no later than nine months after the Board is appointed; and

BE IT FURTHER RESOLVED, that Council will reserve \$2,500 from the Council Strategic Initiatives Fund for the operating costs of the initial Board, including community outreach events, with expenditures approved by the City Manager; and

BE IT FURTHER RESOLVED, that the Charlottesville City Council hereby directs the City Manager to dissolve the existing Charlottesville Police Citizens Advisory Panel, with appreciation for their service.

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



Agenda Date:	December 18, 2017
Action Required:	Resolution
Staff Contacts:	Stacy Pethia, Housing Program Coordinator
Presenter:	Stacy Pethia, Housing Program Coordinator
Title:	Extension of the Charlottesville Affordable Housing Fund Grant Agreement with Habitat for Humanity of Greater Charlottesville for their FY 2016 Scattered Site Down Payment Assistance Program

Background:

On July 6, 2015, City Council approved funding for Habitat for Humanity of Greater Charlottesville (Habitat) to implement a Scattered Site Down Payment Assistance Program benefitting households with incomes between 25 percent and 60 percent of area median income. A total of \$225,000 was approved for the program, with 100 percent of the grant funds going towards down payment assistance for ten families living and/or working within the City of Charlottesville.

The grant agreement for this program expires on December 31, 2017. Habitat is requesting a 12 month extension of the agreement term in order to fully expend the grant funds.

Discussion:

Since July 2015, Habitat has provided \$218,818.01 in down payment assistance to ten homebuyers to purchase homes in neighborhoods throughout the city. Each homebuyer was provided an average of \$24,313.11 in down payment assistance, and household incomes for each family served ranged from 28 percent to 51 percent of area median income. All but one of the homebuyers lived and/or worked within the City of Charlottesville at the time they purchased their homes.

Habitat is in the process of closing on another home, and intends to provide the remaining \$6,181.99 in grant funds to the homebuyer as down payment assistance. However, the sale will

not be complete before the end of this year. As Habitat has assured staff the closing will be finalized early in 2018, staff recommends extending the grant agreement for an additional six months. While this extension period is half the period requested by Habitat, staff believes it is sufficient time to allow Habitat to complete the sale of the property.

Community Engagement:

There has not been any community engagement related to this request.

Alignment with City Council Vision and Strategic Plan:

Approval of this agenda items aligns directly with Strategic Goal 1.3: Increase affordable housing options.

Budgetary Impact:

No additional funds are being requested, so there is no impact on the budget.

Recommendation

Staff recommends approving an extension of the program grant through June 30, 2018.

Alternatives:

City Council could decide to not approve an extension of the grant agreement and ask Habitat to return the remaining funds to the Charlottesville Affordable Housing Fund.

Attachments:

Habitat for Humanity Request
Resolution

RESOLUTION

**Extension of the Charlottesville Affordable Housing Fund Grant Agreement with
Habitat for Humanity of Greater Charlottesville for their FY 2016 Scattered Site
Down Payment Assistance Program**

WHEREAS, the City of Charlottesville awarded funding to Habitat for Humanity of Greater Charlottesville for the purpose of providing down payment assistance to low-income homebuyers living and/or working within the City of Charlottesville; and

WHEREAS, between July 2016 and November 2017, Habitat for Humanity of Greater Charlottesville successfully used 97 percent of the program funds to provide down payment assistance nine homebuyers;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the grant agreement for the Habitat for Humanity of Greater Charlottesville's Scattered Site Down Payment Assistance Program be extended through June 30, 2018.



Creating simple, decent, affordable housing
in partnership with low-income families, volunteers
and the communities of greater Charlottesville.

October 25, 2017

Stacy Pethia
Neighborhood Development Services
City of Charlottesville

Re: 2015-2016 CAHF Award – Scattered Site

Via Email

Dear Stacy,

The award from CAHF for Fiscal Year 2015-2016 to Greater Charlottesville Habitat for Humanity expired on December 31, 2016. We would respectfully request that the date for completion be extended to December 31, 2017. We have approximately \$18,000 of that award to be used on home purchases which will take place in October of this year.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Rosensweig". The signature is fluid and cursive, with a long horizontal stroke at the end.

Dan Rosensweig
President & CEO

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



Agenda Date:	December 18, 2017
Action Required:	Approval of Resolution
Presenter:	Andrew Baxter, Fire Chief, Charlottesville Fire Department
Staff Contacts:	Andrew Baxter, Fire Chief, Charlottesville Fire Department
Title:	Amendment to Fire Services Agreement Between the City of Charlottesville and Albemarle County

Background:

The City of Charlottesville and the County of Albemarle County have a long-standing commitment to operating within a cooperative, unified approach for the provision of fire and emergency services for the Charlottesville-Albemarle Community. The current Fire Services Agreement is due to expire on June 30, 2018. City staff are recommending approval of an amendment that would extend the current contract by one additional five-year period, through June 30, 2023.

Discussion:

The Charlottesville Fire Department and Albemarle County Fire Rescue currently provide fire services to the region under the terms of the 2014 Fire Services Agreement between the City of Charlottesville and Albemarle County. The contract conditions provide a functional framework for a mutually supportive sharing of fire resources in a manner that benefits both communities and helps to provide a safer operational environment for our region's firefighters. The current Fire Services Agreement is set to expire on June 30, 2018. The existing contract language requires an agreement to extend the contract be in place prior to June 30, 2017. The proposed addendum before Council deletes the requirement for the execution of a contract extension one year prior to the contract termination date and allows for one five-year extension, through June 30, 2023.

Alignment with City Council's Vision and Strategic Plan:

The extension of the Fire Services Agreement supports Goal 2 of the City's Strategic Plan: A Healthy and Safe City.

Community Engagement:

The City Fire Chief and Albemarle County Fire Chief support this contract extension and believe it to be in the best interests of the community and our firefighters.

Budgetary Impact:

This request has no impact on the General Fund.

Recommendation:

Staff recommends approval of this resolution.

Alternatives:

If the proposed extension of the current Fire Services Agreement is not approved, the City and County would be required to negotiate a new agreement prior to June 30, 2018.

Attachments:

First Amendment to Fire Services Agreement Between the City of Charlottesville and Albemarle County

2014 Fire Services Agreement Between the City of Charlottesville and Albemarle County

**2014 FIRE SERVICES AGREEMENT BETWEEN THE CITY OF
CHARLOTTESVILLE AND ALBEMARLE COUNTY**

THIS AGREEMENT is made and entered into this 6th day of June, 2014, and executed in duplicate originals by the CITY OF CHARLOTTESVILLE, VIRGINIA, a municipal corporation of the Commonwealth of Virginia, and the COUNTY OF ALBEMARLE, a political subdivision of the Commonwealth of Virginia.

WHEREAS, the City and the County entered into the Fire Services Agreement Between the City of Charlottesville and Albemarle County, dated May 3, 2000, governing the provision of fire services for both localities; and,

WHEREAS, Section 10 of the 2000 Agreement provides that the parties may amend or supplement the Agreement at any time by mutual written agreement; and,

WHEREAS, by amendments dated August 6, 2008 and May 17, 2010 the parties agreed to extend the term of the 2000 Agreement; and,

WHEREAS, the 2000 Agreement was terminated by the County effective June 29, 2013; and,

WHEREAS, the parties have now renegotiated the terms and conditions under which fire services will be provided across jurisdictional boundaries and the compensation for those services, which forms the basis for this new Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Section 1. Definitions.

For purposes of this Agreement, words and phrases set forth below shall be interpreted as they are defined in this section.

Automatic Aid ("AA") is fire department assistance that is automatically dispatched to respond across jurisdictional boundaries to a defined First Due geographic area.

Automatic Mutual Aid ("AMA") is fire department assistance that is automatically dispatched to respond across jurisdictional boundaries to defined areas outside of a First Due geographical area.

CAD is Computer Aided Dispatch.

Call(s) or Response(s) occur when a fire company is instructed to respond (is dispatched) to deliver services, and is not cancelled within one (1) minute thirty (30) seconds of the dispatch.

Call Type refers to predefined incident types, such as structure fires, vehicle accidents, etc., that are used by CAD to dispatch appropriate units.

Chief Officer means a member of either the City or County Fire Department with the rank of Chief, Deputy Chief, or Battalion Chief, or another Fire Department employee or volunteer specifically designated to act in one of those positions.

City means the City of Charlottesville.

Consumer Price Index or "**CPI**" refers to the U.S. Bureau of Labor Statistics Consumer Price Index (All Urban Consumers, U.S. City Average, All Items, Base Period: November 1996 = 100). For purposes of this Agreement, the reference month for calculating the annual change in the CPI shall be June. For example, at the beginning of the second contract year of this Agreement the parties will use the percentage change in the published CPI for the period between June, 2013 and June, 2014 when determining the annual adjustment required by Section 5.1 of this Agreement.

County means the County of Albemarle.

First Due Area is a geographic area primarily served by a station that is close in proximity. For purposes of responses contemplated by this Agreement, First Due Areas are designated areas in the County where the City will provide Automatic Aid responses.

Mutual Aid is fire department assistance dispatched across jurisdictional boundaries on request from one jurisdiction to another. The Chief Officer in the responding jurisdiction may modify the requested response based on available resources.

Next Due refers to the next available unit in a pick order.

Pick Order is a predefined list of stations in CAD which are in order of proximity to defined geographic areas called ESN's. Each ESN has an individual pick order. CAD uses ESN's and the pick order to determine the appropriate closest unit to respond to a call.

Station Transfer is a transfer of assistance by a fire department across jurisdictional boundaries to cover a vacated station while the receiving fire department's resources are committed to an incident.

Section 2. Goals.

2.1. A Unified Approach. The vision and intent of the parties, as evidenced by execution of this Fire Services Agreement, is to continue the cooperative, unified approach for fire and emergency services for the Charlottesville-Albemarle community in an effective and fiscally responsible manner, as initially evidenced by the 2000 Fire Services Agreement.

2.2. Continuing Services. Among other things, this means that the City Fire Department will be dispatched under “automatic aid”, as defined herein, to certain designated areas in the County; that either the City or the County Fire Department will be dispatched under “automatic mutual aid”, as defined herein, to certain other designated areas in the community; and that either the City or the County Fire Department will, on request, be dispatched under “mutual aid”, as defined herein, to any area outside of a First Due area, after approval by the responding department.

Section 3. Term.

3.1. Unless terminated as provided herein, this Fire Services Agreement shall be in effect for a term of five (5) years, beginning July 1, 2013 (the “Commencement Date”) and expiring June 30, 2018 (the “Termination Date”). By mutual written agreement executed at least one (1) year prior to the Termination Date, the parties may extend the Agreement for one (1) additional five (5) year term, through June 30, 2023, at which time the Agreement shall terminate.

3.2 Either party may, in its sole discretion, terminate this Agreement at any time upon written notice delivered to the other party at least one (1) year prior to the effective date of termination.

Section 4. Provision of Interjurisdictional Fire Services.

4.1. Automatic Aid (AA) Responses.

(A) The City Fire Department will be dispatched automatically and will respond under Automatic Aid to the geographic areas in the County that are shown in the color blue on the map entitled City/County Contract and dated January 6, 2014. A copy of such Map will be on file in the offices of the Fire Chiefs of the City and County, and a reduced illustration is attached to this Agreement as **Exhibit A**, and is incorporated herein by reference. The areas so designated shall be First Due Areas for the City Fire Department. The City and County fire chiefs shall, by consensus, resolve any ambiguities as to what specific properties are included within the First Due Areas depicted on the Map.

(B) The response of the City Fire Department’s HazMat Team to an automatic dispatch to any area in the County will be counted as an Automatic Aid Response, until such time as the City and the County enter into a cost sharing agreement that supports a regional HazMat Team. A response by the City’s HazMat Team to a request by an on-scene incident commander in the County will be considered a Mutual Aid Response, as defined in this Agreement.

(C) Although at the time of the execution of this Agreement it is not anticipated that the County will have any Automatic Aid Response obligations in any First Due Area within the City, during the term of this Agreement or any extension thereof the parties may mutually agree to amend the attached Map to designate a specific area in the City as a First Due Area for Automatic Aid Response by the County.

4.2. Automatic Mutual Aid (AMA) Responses.

(A) An Automatic Mutual Aid Response occurs when either the City or the County Fire Department is dispatched automatically to defined areas within the other jurisdiction that are outside of any designated First Due Area. An example of where an Automatic Mutual Aid Response will occur is where Fire Department units in the jurisdiction where an incident occurs are already committed, prompting a next due response from the other jurisdiction.

(B) The geographic areas that are subject to Automatic Mutual Aid Responses are (i) the entire City of Charlottesville; and (ii) those areas of Albemarle County that are shown in the color green on the above-referenced Map attached as Exhibit A. The protocols for Automatic Mutual Aid shall be such protocols mutually agreed to by the City and County fire chiefs.

(C) For the purposes of this Agreement, station transfers will be considered Automatic Mutual Aid Responses.

4.3. Mutual Aid (MA) Responses.

(A) A Mutual Aid Response is a response by either the City or the County Fire Department across jurisdictional boundaries at the request of a Chief Officer in the requesting jurisdiction. The Chief Officer in the responding jurisdiction may modify the requested response based on available resources.

(B) Neither party to this Agreement will be billed for Mutual Aid Responses into their respective jurisdiction.

4.4. Maximum Allowable Resources.

In order to ensure that adequate Fire Department resources remain available for emergency response in each jurisdiction, the City and the County will limit Automatic Aid, Automatic Mutual Aid, and Mutual Aid Responses to no more than two (2) fire companies at any given time, unless a greater response is authorized by the on-duty Chief Officer in the responding jurisdiction.

4.5. Cancellation of Response.

If either a City or County Fire Department unit is dispatched pursuant to this Agreement and subsequently disregarded within one (1) minute, thirty (30) seconds of the dispatch, the response will not be included as a call under the terms of this Agreement.

Section 5. Payment for Services.

5.1. Total Annual Payment.

The Total Annual Payment for fire services provided pursuant to this Agreement is based on a combination of factors, including a portion of the City's debt service for apparatus replacement; a portion of capital costs for fire stations; HazMat costs; and a calculated cost per call. The amounts associated with each of those components are as follows:

(i)	Debt service for apparatus replacement:	\$8,445
(ii)	Fire station capital costs:	\$10,000
(iii)	HazMat costs:	\$10,000
(iv)	Cost per City Fire Department call:	\$595

The calculation supporting the City Fire Department's cost per call of \$595 is attached hereto as **Exhibit B**. During the term of this Agreement and any extension thereof the cost per call will be adjusted annually by the published change in the Consumer Price Index, as defined herein.

If a City Fire Department unit is committed on a call in the assigned Automatic Aid Response area of the County and a second City unit is dispatched to the County as an Automatic Aid Response, the cost for the second unit will be billed at twice the contractual cost per call rate (\$1,190 in the first year of this Agreement). The parties anticipate a second unit Automatic Aid Response approximately 25 times a year.

5.2. Calculation of the Annual Cost per Call Fee.

(A) The County has estimated that the total annual number of AA and AMA responses by the City Fire Department into the County will be 216, with an additional 25 second unit responses. In recognition that this number will fluctuate and to allow for flexibility for both jurisdictions to utilize Automatic Mutual Aid in a manner most beneficial to service delivery, both parties agree that the annual Cost per Call Fee will be a fixed amount based on 216 responses and an additional 25 second unit responses, to be applied when the total net number of AA and AMA responses by the City into the County is at least 100, and no more than 400.

(B) The total net number of AA and AMA responses by the City into the County will be determined on an annual basis by subtracting the total number of AA (if any) and AMA responses by the County into the City from the total number of AA and AMA City responses into the County.

(C) Assuming that the number of City AA and AMA responses will be between 100 and 400 (including up to 25 second unit responses), the annual Cost per Call Fee for the first year of this Agreement (July 1, 2013 to June 30, 2014) is anticipated to be:

216 (# of City AA and AMA responses) x \$595 (cost per City Fire Department call) + 25 (number of second unit responses) x \$1,190 (cost per City Fire Department call x 2) = \$158,270.

(D) If the total net number of City AA and AMA responses in any contract year exceeds 400, the County will pay the applicable Cost per City Fire Department Call fee then in effect for each call above 400. If the total net number of City AA and AMA responses in any contract year is less than 100, the County will be given a credit against the Total Annual Payment in the amount of the applicable Cost per City Fire Department Call fee then in effect for each call less than 100.

5.3. Calculation of the Total Annual Payment.

The Total Annual Payment required by this Agreement shall be the sum of the annual Cost per Call Fee, calculated and adjusted as provided herein, and the fees for apparatus debt service, fire station capital costs, and HazMat costs. For purposes of illustration only the following are examples of how the Total Annual Payment will be calculated:

Example 1:

- (a) City makes 100 AA and 275 AMA responses into the County.
- (b) County makes 0 AA and 100 AMA responses into the City.
- (c) The total net City calls into the County = 275, which is within the 100 – 400 range.
- (d) County payment = \$158,270 (annual cost per call fee) + \$8,445 (debt service) + \$10,000 (capital costs) + \$10,000 (HazMat) = \$186,715.

Example 2:

- (a) City makes 150 AA and 350 AMA responses into the County.
- (b) County makes 0 AA and 75 AMA responses into the City.
- (c) The total net City calls into the County = 425, which is above the 100 – 400 range.
- (d) County payment = \$158,270 (annual cost per call fee) + \$14,875 (surcharge for additional 25 calls above 400) + \$8,445 (debt service) + \$10,000 (capital costs) + \$10,000 (HazMat) = \$201,590.

Example 3:

- (a) City makes 50 AA and 100 AMA responses into the County.
- (b) County makes 0 AA and 75 AMA responses into the City.
- (c) The total net City calls into the County = 75, which is below the 100 – 400 range.
- (d) County payment = \$158,270 (annual cost per call fee) - \$14,875 (credit for 25 calls below 100) + \$8,445 (debt service) + \$10,000 (capital costs) + \$10,000 (HazMat) = \$171,840.

Section 6. Annual Billing for Fire Services.

6.1. Annual Invoice; Disputes.

Within sixty (60) days after June 30, 2014, and after each June 30 thereafter while this Agreement is in effect, the City will present to the County a written invoice for the Total Annual Payment, which invoice will include the calculations contemplated by this Agreement that support the amount invoiced. Upon receipt of the invoice the County will within sixty (60) calendar days either pay the invoice in its entirety, or provide written notice of the portions of the invoice that it disputes is due and owing under the terms of this Agreement. In the event of a dispute representatives of the City and County Fire Departments will meet to attempt to amicably resolve the amounts in dispute. Any disagreement over the amount due shall not relieve the County from paying in a timely manner that portion of the invoice that is not in dispute.

6.2. Default.

Should the County fail to pay any portion of the annual payment due the City hereunder in any year during the term of this Agreement, the City shall give 20 calendar days written notice to the County that the County is in breach of this Agreement. If the City or County fails to perform any other material obligation of this Agreement, the other party shall give 60 calendar days written notice that such party is in breach of this Agreement and request that the breach be cured. If the City or County fails to cure the breach during the 20 or 60 day period, as applicable, it may be declared to be in default and, upon 30 days written notice to the breaching party, the party giving notice may cease providing services or payment and/or compel performance by an appropriate action in law or equity.

Section 7. Additional Terms and Conditions.

7.1. A Legal and Moral Obligation.

This Agreement is a service contract for which payment is due for services after services have been rendered. The annual payments due hereunder for the initial five (5) year term of this Agreement or any extended term, unless otherwise terminated as provided herein, are deemed to be both a legal and moral obligation of the County to the City.

7.2. Amendment.

The parties, without penalty, may cancel, amend, supplement, or replace this Agreement at any time by mutual written agreement.

7.3. Entire Agreement.

This Agreement represents the entire agreement between the parties, and there are no other agreements or understandings between the parties, either verbal or written, which have not been incorporated herein. This Agreement supersedes all prior agreements regarding interjurisdictional fire service responses, including the Fire Services Agreement between the City of Charlottesville and County of Albemarle dated May 3, 2000, as amended.

WITNESS the following signatures and seals:

CITY OF CHARLOTTESVILLE:

By: Maxwell Jones
Title: City Manager
Date: 6-10-14

Approved as to form:

S. Craig Brown
City Attorney

COUNTY OF ALBEMARLE:

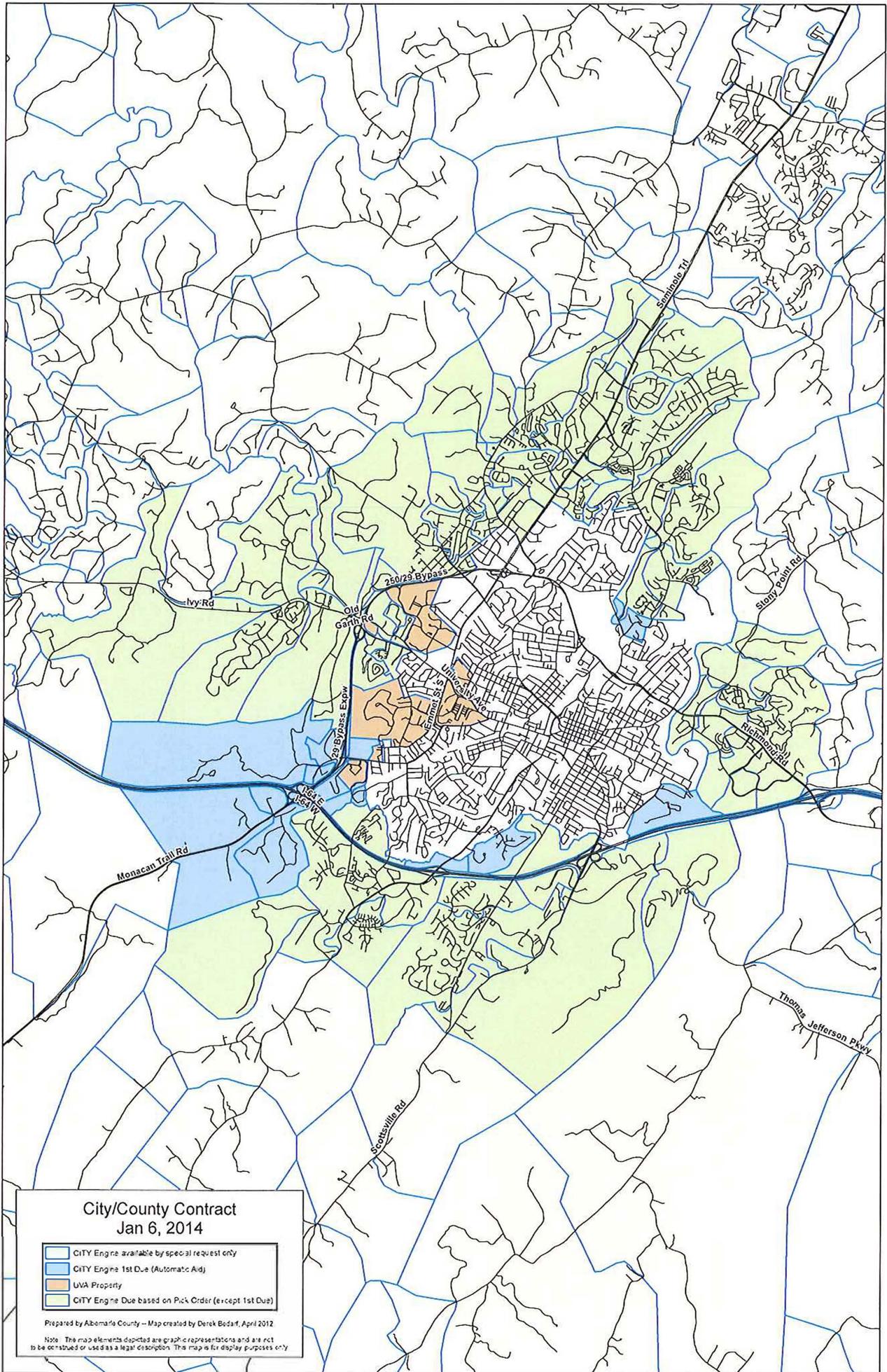
By: Thomas C. Foley
Title: County Executive
Date: June 6, 2014

Approved as to form:

Joseph Blair
County Attorney

EXHIBIT A

MAP



**City/County Contract
Jan 6, 2014**

- City Engine available by special request only
- City Engine 1st Due (Automatic Adj)
- UVA Property
- City Engine Due based on Pick Order (except 1st Due)

Prepared by Albemarle County - Map created by Derek Bedorf, April 2012
 Note: The map elements depicted are graphic representations and are not to be construed or used as a legal description. This map is for display purposes only.

EXHIBIT B

CALCULATION OF COST PER CITY FIRE DEPARTMENT CALL

(1)	Salary and Benefits for 24 / 7 Engine Company:	\$972,034
(2)	Administrative Overhead (7%):	\$68,042
(3)	Operating Costs for 3 Engine Companies:	\$300,261
(4)	Total Cost:	\$1,340,337
(5)	Maximum number of annual calls / 1 Engine Company:	2,250
(6)	Line (4) divided by Line (5):	\$595 per call (rounded)

RESOLUTION

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

Amendments to the Fire Services Agreement between City of Charlottesville and County of Albemarle to extend the current agreement for an additional five (5) years (until June 30, 2023).

**FIRST AMENDMENT TO FIRE SERVICES AGREEMENT BETWEEN THE CITY
OF
CHARLOTTESVILLE AND ALBEMARLE COUNTY**

THIS FIRST AMENDMENT to the Fire Services Agreement (“First Amendment”) is made and entered into this 1 day of November, 2017, and executed in duplicate originals by the CITY OF CHARLOTTESVILLE, VIRGINIA, a municipal corporation of the Commonwealth of Virginia, and the COUNTY OF ALBEMARLE, a political subdivision of the Commonwealth of Virginia.

WHEREAS, the City and the County entered into a Fire Services Agreement (“Agreement”) between the City of Charlottesville and Albemarle County, dated June 6, 2014, governing the provision of fire services for both localities; and

WHEREAS, Section 7.2 of the 2014 Agreement provides that the parties may amend or supplement the Agreement at any time by mutual written agreement; and

WHEREAS, the Section 3 of the Agreement provides for an option to extend the Agreement for an additional term of five years.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Execution to Extend Agreement

Section 3 (“Term”) of the Agreement is hereby amended to delete the requirement that an agreement to extend the Agreement past the original Termination Date of June 30, 2018, must be executed one year prior to expiration. Any agreement to extend the provision of fire services for one additional five-year term—for which this First Amendment provides herein and satisfies by its execution—is valid if made in writing any time before the Termination Date.

2. Option to Extend Agreement

Section 3 (“Term”) of the Agreement allows that, unless terminated as otherwise provided in the Agreement, “the parties may extend the Agreement for one (1) additional five (5) year term, through June 30, 2023, at which time the Agreement shall terminate.” The parties hereby agree to extend the Agreement for an additional term of five years, expiring June 30, 2023. Any additional agreement for a provision of fire services between the parties after that date must be executed in a separate written agreement.

3. Survival of Terms

Except as expressly amended in this First Amendment, the terms and conditions in the Agreement shall remain in full force and effect. The parties agree and acknowledge that Section 3.2 of the Agreement applies to the extended term created by this First Amendment.

WITNESS the following signatures:

CITY OF CHARLOTTESVILLE

City Manager

Date

Approved as to form:

City Attorney

ALBEMARLE COUNTY, VIRGINIA

County Executive

Date

Approved as to form:

Senior Assistant County Attorney

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



Agenda Date:	December 18, 2017
Action Requested:	Approval of Resolution
Presenter:	Susan Elliott, Climate Protection Program Coordinator
Staff Contacts:	Susan Elliott, Climate Protection Program Coordinator Kristel Riddervold, Environmental Sustainability Manager Paul Oberdorfer, Department of Public Works Director
Title:	2017 City-LEAP Climate Protection Program Support Grant - \$67,000

Background:

The City of Charlottesville's Environmental Sustainability Division is proposing to provide already appropriated funds of \$67,000 to the Local Energy Alliance Program (LEAP) for support to the 2017 Climate Protection Program.

Charlottesville has been involved with climate protection related efforts at the local level for over 10 years. This focus and commitment continues to be relevant. Successful efforts have routinely included an ongoing partnership with the Local Energy Alliance Program (LEAP).

LEAP, a community-based 501c3 nonprofit, has a mission to lead the effort in local communities to implement clean energy technologies in buildings to promote cost savings for families and businesses, job creation, energy self-reliance, local economic development, and the mitigation of climate change. LEAP's alliance model is a community-based, public-private partnership. The most recent annual report from all of the localities LEAP serves is provided as an attachment and includes the following metrics:

- 1.38 Gigawatt hours of energy saved
- 103 Equivalent homes off the grid for 1 year
- \$152,335 Annual savings after improvements
- 88 Residential solar installations
- \$1,768,634 Contract value to Virginia solar installers
- 576.71 kW installed
- 100 Low-income single family homes served
- 885 Multifamily homes served
- 397 Market rate single family homes served

Highlights from the City's 2016 Program Support Agreement with LEAP include:

- 259 homes, most of which were low-income apartments, received some level of service resulting in ongoing energy savings and improved comfort for city residents.

- LEAP hosted the May 25th *Before the Flood* screening and climate change panel at the Paramount. More than 800 people came out that night to see the film, hear the discussion, and learn about local resources for positive action.
- LEAP secured twelve (12) new contracts for residential solar installations in the city. This represents a private investment in local clean energy of \$179,543.50. These systems added 74 kW of rated power capacity.
- LEAP staff delivered policy consideration reports designed to inform ongoing discussions about clean energy opportunities, policies, and programs in Charlottesville. The intent was to learn ways in which – from LEAP’s perspective as a practitioner and topic-matter expert – the City could further support improved energy performance in buildings throughout the community. The papers are intended as a resource for program and policy considerations.
- Delivery of weatherization energy upgrades to low income, elderly, veteran, and multifamily households
- Increased the energy savings from service visits to in single family and multifamily properties by leveraging a basic utility-provided service to also include some of the most effective efficiency measures, resulting in maximized energy savings and improved comfort, efficiency, and safety for the residents.
- Facilitated almost 4 times the 2016-17 PSA grant amount in investments and savings from clean energy installations in the City of Charlottesville – while also providing extensive community education

Discussion:

As presented in the attached proposal, the ongoing partnership between LEAP and the City will continue a demonstrable, effective, and nimble model for delivering increased energy performance to the City’s building sectors. LEAP continues to appreciate the past grants from the City and to use these to leverage significant additional funding that contributes to enhanced delivery of energy efficiency programs and services to Charlottesville.

The proposal to grant funds to LEAP to provide ongoing support to the Climate Protection Program will continue the strategy to reduce energy consumption and associated greenhouse gas (GHG) emissions, increase cost savings, and contribute to the City’s policy goals. Through a proposed grant of \$67,000 from the City to LEAP to implement the 2017 Climate Protection Program Support proposal (attached), the following will be furthered:

- Continuation of home energy direct installation services, which allow Charlottesville to leverage available utility funding to increase impact
- Development and delivery of residential energy education and outreach presentations to increase resident awareness of home energy use factors and services available to assist with improvements, including highlights of services supported by the City.
- Provision of industry expertise and recommendations to support policy and program considerations of City staff

- Development of a start-to-finish residential energy retrofit program tailored to the Charlottesville building stock and community

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

Alignment with City Council's Vision and Strategic Plan:

Approval of the Resolution for the 2017 Climate Protection Program Support Grant aligns directly with Council's vision for Charlottesville to be *A Green City* with clean air and energy efficient homes and buildings. It also contributes to the following goal/objective in the City's Strategic Plan:

- Goal 3: A Beautiful and Sustainable Natural and Built Environment
- Objective 3.4: Be responsible stewards of natural resources

Community Engagement:

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

Budgetary Impact:

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

Recommendation:

Staff recommends approval of the Resolution.

Alternatives:

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

Attachments:

- Funding Resolution
- Signature Resolution and Proposed Memorandum of Agreement
- LEAP 2017 Proposal for City of Charlottesville Climate Protection Program Support
- LEAP 2016 Annual Report

RESOLUTION
2017 Climate Protection Program Support Grant
\$ 67,000

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlottesville, Virginia that the sum of \$67,000 is hereby paid to LEAP from currently appropriated funds in the Gas Fund, Environmental Sustainability Cost Center as follows:

\$67,000 Fund: 631 Cost Center: 2711001000 G/L Account: 599999

RESOLUTION

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

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

MEMORANDUM OF UNDERSTANDING
2017 CLIMATE PROTECTION PROGRAM SUPPORT

This Memorandum of Understanding (“MOU”) is made this _____ of _____, 2017, by and among the City of Charlottesville, Virginia and the Local Energy Alliance Program, Inc., a Virginia nonprofit corporation exempt from taxation under § 501 (c)(3) of the Internal Revenue Code.

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

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

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

Whereas, the City of Charlottesville is authorized pursuant to Virginia Code §15.2-953 (B) to make gifts, grants and donations to organizations such as LEAP, and;

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

Now, Therefore, the City and LEAP jointly agree that upon execution of this MOU, LEAP will be granted an amount of Sixty-Seven Thousand Dollars (\$67,000) the source of which is already appropriated funds in Fund 631, Cost Center 2711001000, for the purpose of providing 2017 Climate Protection Program support focused on providing access to expertise and action steps for improved energy performance and making the energy efficiency actions process streamlined, easy to understand, and financially attractive, affordable, and accessible. The parties agree to the terms and conditions of this MOU as set forth below:

1. Use of Funds:

The parties agree that funds may be used only for the purposes as covered in the 2017 Climate Protection Program Support proposal.

2. Program Parameters:

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

3. Program Progress Reports

LEAP acknowledges the City’s desire to receive progress reports regarding the accomplishments of the program at a minimum of two mutually established checkpoint dates. Both parties agree to the value of monthly meetings to ensure that pursuit of common goals is on track. Progress reports may be provided to those LEAP board members appointed to represent the City of Charlottesville and may contain the metrics outlined in the December 2017 proposal.

4. Modification Terms

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

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

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____

Maurice Jones, City Manager

Date: _____

Approved as to Form:

Funds are Available:

S. Craig Brown, City Attorney

Director of Finance, or designee

LOCAL ENERGY ALLIANCE PROGRAM

By: _____

Title: _____

Date: _____

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

December 2017



Local Energy Alliance Program, Inc. (LEAP)

LEAP Proposal for City of Charlottesville Energy Efficiency and Renewable Energy Programs

Summary

It is with pleasure *and gratitude* that LEAP presents this fourth proposal to the City of Charlottesville to continue supporting the City's Climate Protection Program through June 2018. As we both work towards our shared goal of reducing energy use and the associated greenhouse gas (GHG) emissions within the city, this partnership between LEAP and the Charlottesville is critical to increasing awareness, providing education, and promoting clean energy improvements in residential and non-residential buildings.

Nationally, energy efficiency is virtually at a standstill. "Americans aren't making much progress toward energy efficiency. They've been stuck in a particularly deep rut since 2010, averaging fewer than three total completed actions such as upgrading their lighting or HVAC systems. Over the past four years, likelihood to do all the energy efficiency measures we track has flat-lined. Tired old messaging about savings has lost its potency, if it ever had any to begin with. But, in the background, something is definitely shifting: Americans' concerns about climate change are trending slowly but steadily upward. A strong majority now believe climate change is human-caused, and 90% believe the average American should be taking action to minimize his or her environmental impact." (energypulse™ Shelton^{GRP} *Playing the Climate Card*, Special Report, 2017)

To mitigate climate change, cities need to target buildings. Across the U.S., cities are increasingly pressuring building owners to translate climate goals into energy efficiency and buildings. In 2011, Charlottesville and Albemarle convened a Local Climate Action Planning Process steering committee whose recommended action strategies serve as guidelines in reducing GHG emissions from energy use. While Charlottesville has demonstrated leadership in this evolving process, there is still much work to be done. On June 6, 2017, the City of Charlottesville, signed a pledge to uphold the ideals of the Paris Climate Agreement, joined the Mayors National Climate Action Agenda, and committed to the Global Compact of Mayors.

According to the U. S. Energy Information Administration, residential energy use makes up 6% of total primary energy consumption and the commercial sector consumes 4% in the United States. The average annual energy consumption per person (or per capita consumption) in 2015 was 10,812 kilowatt hours. A Virginian's annual usage averages higher at 13,788 kilowatt hours – equivalent to 10.3 metric tons of carbon dioxide (CO₂).

LEAP is Charlottesville's mechanism for reducing energy use the private sector. We have accomplished much together over the past four years. This new plan builds on that work, the successes, what didn't work, and the lessons we've learned from it. We are excited and instilled with a sense of urgency to re-focus and to introduce new initiatives and new approaches. LEAP proposes to administer one-stop-shop energy efficiency retrofit program for city residents and businesses and to support existing programs such as the Home Energy Conservation Program for income-qualifying homeowners, the Commercial Clean Energy Program, informing policy, and assisting residents and business who wish to install solar PV systems.

For the coming year, LEAP will prioritize physically accessing residential and commercial buildings and maximizing energy savings through a comprehensively designed programs and financial incentives.

LEAP's mission is to lead the effort in local communities to implement clean energy technologies in buildings to promote cost savings for families and businesses, job creation, energy self-reliance, local economic development, and the mitigation of climate change. LEAP's alliance model is a community-based, public-private partnership. Our 2016 annual report included the following metrics from all of the localities we serve:

- 1.38 Gigawatt hours of energy saved
- 103 Equivalent homes off the grid for 1 year
- \$152,335 Annual savings after improvements
- 88 Residential solar installations
- \$1,768,634 Contract value to Virginia solar installers
- 576.71 kW installed
- 100 Low-income single family homes served
- 885 Multifamily homes served
- 397 Market rate single family homes served

Updates from 2016-2017 Proposal Implementation

In May of 2016, LEAP signed an MOU with the City of Charlottesville for the implementation of residential and non-residential energy efficiency programs in partnership with the city's Climate Protection Program (CPP). Our request for continuing support is informed by the current status of projects associated with that agreement. Please see that attached Final Report that details the results of our Program Services Agreement from FY 16-17. Highlights include:

- 259 homes, most of which were low-income apartments, received some level of service.

- LEAP hosted the May 25th *Before the Flood* screening and climate change panel at the Paramount. More than 800 people came out that night to see the film, hear the discussion, and learn about local resources for positive action.
- LEAP secured twelve 12 new contracts for residential solar installations in the city. This represents a private investment in local clean energy of \$179,543.50. These systems added 74 kW of rated power.
- LEAP staff delivered “white paper” reports designed to inform ongoing discussions about clean energy opportunities in Charlottesville. The intent was to learn ways in which – from LEAP’s perspective as a practitioner and topic-matter expert – the City could further support improved energy performance in buildings throughout the community. Topics included: Multifamily Solar, Residential Energy Codes, Municipal Gas Utilities Best Practices, and Electric Vehicles.

Over the past three annual Program Services Agreements, much of LEAP’s work in the City has focused on outreach and education. We’re proposing a bit of shift to more support for actual energy reduction work in Charlottesville’s buildings - to obtain more measurable energy savings or energy produced from renewable resources, to increase market penetration, and to generate, process, and share more detailed savings data from the impact of our work.

Fiscal Year 2017-2018 Program Services Proposal

With this proposal, covering the period from January 1-June 30, 2018, LEAP proposes the following:

1. Residential Energy Efficiency Retrofit Program
2. Policy Guidance
3. Education and Outreach

Specific Activities and Metrics:

Residential Energy Efficiency Retrofit Program

The vision of this multi-year program is designed based on a successful model operating in Fort Collins, Colorado, which aims to reach a meaningful energy savings through a whole-house retrofit process, In concert with local partner organizations including AHIP, CRHA, PHA, et al, LEAP proposes to provide city residents with a Residential Energy Efficiency Retrofit Program. The design and development of this program is intended to be funded in fiscal year ‘17-’18

through Goals 1, 2, and 3; however, the entire program is described herein for perspective on what we are hoping to achieve over the life of the program.

The impetus for the Fort Collins, CO program was two-fold:

Fort Collins worked with the Rocky Mountain Institute to set aggressive climate goals (culminating in a 100% reduction of their environmental impact vs. a 2005 baseline by 2050). They realized they wouldn't get there if they stayed on their current pace of upgrading the energy efficiency of 1% of their city's homes per year – which happens to also be the number we're stuck at nationally.

They recognized that while they had a "pretty good" home energy efficiency program, it was really complicated, with many steps where customers could fall off and do nothing. They also recognized that the customer experience in most cases was similar to the one I've bellyached about: every contractor recommends a different approach at a different price point, and the homeowner has no idea what to do ... so they do nothing.

What they're doing differently

In a stroke of brilliance, the folks at Fort Collins figured out that they could streamline the process using standardized pricing to eliminate the time and complexity of the original program approach. They identified neighborhoods populated by folks with a higher propensity to participate in energy efficiency – and with homes of a certain age, ripe with opportunities to save energy and improve comfort, health and safety.

Once Fort Collins gets a customer interested, based on that targeted marketing approach, an independent third-party assessor (not a contractor) analyzes each home to understand both the opportunities and the customer expectations. That assessor then offers up good/better/best package options that can be customized to meet the specific customer's goals. The assessor is able to be specific about the cost, energy savings and comfort gain with each option. From a homeowner perspective, this experience is quite different from the usual – and quite reassuring. She knows what she's buying, and she knows what she'll get for her investment.

The other brilliant thing about this approach

Fort Collins maximized its marketing spend by starting on the neighborhoods and homes with the most bang for the energy buck – the neighborhoods and homes that, when fixed, would help Fort Collins make major progress toward their climate reduction goals.

Over 50% of homeowners, when presented with the good/better/best options, chose the best option. This has resulted thus far in 50% more electric savings, 70% more gas savings and 60% more carbon reduction than they were seeing with the former approach – and their former approach is the way most utilities do their programs. So, quite literally, if every utility in America wanted to increase their savings and drastically reduce their carbon output, they'd simply follow the Fort Collins model. It's well documented and ready to go ... turnkey for the utility and for the utility's customers.¹

Phase 1: January 1-June 30, 2018

Goal 1 -- Community-Based Social Marketing: One of the greatest challenges facing residential energy efficiency programs is engaging individuals to take steps to save energy. Community-Based Social Marketing (CBSM) is a method, rooted in science, to engage residents by getting community buy-in for long-term behavioral changes through the use of social influence and norms to change behavior, for example through trusted messengers, social diffusion, competitions, etc. CBSM also uses existing community or neighborhood specific data to achieve quantifiable outcomes by reducing the typical barriers which have prevented homeowners from taking action to reduce their energy use while also motivating them with the benefits of improved health, safety, property value, and reduced energy costs.

Fort Collins used the CBSM strategy of targeting specific segments of the community to determine where to launch their pilot program. To identify neighborhoods most likely to participate and save the most energy, Fort Collins analyzed data that ranked neighborhoods based on the following two types of information:

- Potential Energy Savings: Fort Collins ranked highest the neighborhoods that had high percentages of houses built before 1980 (which had large energy upgrade opportunities) and had high average monthly energy use, energy use intensity, and monthly base loads.
- Propensity for Participation: Next, Fort Collins identified the following characteristics of neighborhoods that made them more likely to participate in the future:
 - o Household incomes at or above city average
 - o Average education levels of bachelor's degree or higher

¹ Susanne Shelton, Shelton Insights, July 27, 2017

- o A history of participation in other city programs (We would use participation in other LEAP programs.)

This modeling was done on every neighborhood in the city, and each neighborhood was analyzed and ranked for its propensity to participate and opportunity to save. Fort Collins selected the highest-ranked neighborhoods in close proximity to one another to be targeted in their pilot program using a combination of tailored messages and social marketing. LEAP, rather than reinventing the wheel, proposes to replicate this CBSM model here in Charlottesville.

LEAP's marketing team will maximize our partnerships with Generation 180, the Charlottesville Climate Collaborative (C3), the Imagination Foundation, and the Charlottesville Renewable Energy Alliance to help us with many of the social behavioral strategies Ft. Collins employed, such as leveraging social norms and peer diffusion (key features of social marketing), including peer exchanges, competitions, and neighbor-to-neighbor presentations at open houses in the targeted city neighborhoods. LEAP has seven years of legacy data on Charlottesville client participation and engagement as well as client feedback to cull through in order to inform these strategies. Delving into this data will be a significant project in and of itself and LEAP will build into the budget the financial resources we hope will support this endeavor. We also hope to engage focus groups to help us better understand the level of awareness at present, barriers to adoption, and how to best overcome those barriers. We will use these data evaluation methods during Phase 1 (January 1 thru June 30, 2018) of the program to create and refine new marketing and outreach strategies in order to discover and reach out to our target audience of city residents.

Metrics

- LEAP labor to:
 - o Identify market segments
 - o Identify target neighborhoods
 - o Identify behaviors we want to promote
 - o Social normalization of energy efficiency through peer diffusion
 - o Identify marketing tactics based on market segments and neighborhood demographics
- Marketing materials produced (type, distribution method, cost)

Goal 2 -- Program Development: Although the Fort Collins' program was cost-intensive to develop, they determined that the increased level of participation, energy savings per project, and increased customer satisfaction far outweighed the development costs.

While LEAP will require support during Phases 1 and 2 to develop this comprehensive program, we have offered all of the elements in some form in previous program offerings since 2010. Much of the development work would then be identifying what worked, what didn't work, collaborating with partners, and training contractors. Thus, we project that our program will be less costly to develop.

After their initial year, Ft. Collins streamlined the path to many other neighborhoods, with homes ranging from very old homes to homes built as recently as 2005. Varying demographics have been added as well, including lower-income neighborhoods with a lower propensity to participate and those with a lower propensity for energy savings. LEAP hopes to build on the Ft. Collins model in much the same way, much as AHIP approaches its Block-by-Block Initiative supported by the city.

Metrics

- LEAP labor to:
 - Develop and design a program model for Charlottesville
 - Build out LEAP's CRM to manage the new program
 - Issue RFQ to local contractors for participation in program
 - Prepare and train staff to launch program
 - Develop the finance/rebate program with a financial partner
- Leveraged funds from partner organizations/funders

Goal 3 -- Audit/Assessment Subsidies: The low-to-no cost energy assessment has long been studied in energy efficiency programs for its adoption rate. LEAP has offered Charlottesville residents low and no cost assessments for many years, most recently – the Home Energy Check-Up (HECU) for \$45. In our experience, having the resident contribute a nominal fee to begin the engagement represents a commitment to the process and a conscious decision to take action rather than simply participating in something because it is free. LEAP will also offer additional direct install measures such as LED lighting, hot water pipe insulation, aerators, and low-flow showerheads. Therefore, we propose that we continue the \$45 out-of-pocket cost for the HECU with the remainder of the assessment cost subsidized by the city². This will be offered as a stand-alone service through June 30, 2018 and will become the entry point for the residential program in Phase 2 of the Residential Program launching July 1.

Metrics

² Thru June 30, 2018, the total cost to the City for each HECU will be \$150 per home.

- Number of City of Charlottesville homes served
- Blower door test result scores

Phase 2 – Fiscal Year '18-'19 (Goals and metrics to be provided in next year's program support agreement proposal)

Program Management: To make the upgrades process more convenient and less complex, LEAP would develop a set of strategies for addressing the barriers to energy efficiency improvements, which typically include: lack of knowledge about the benefits; having to make complex, technical decisions about a proposed scope of work; lack of time to meet with contractors; lack of trust in contractors; and lack of an easy, affordable way to pay for improvements. In order to overcome the barriers related to time, complexity, and trust, LEAP will develop a new, streamlined "path" for homeowners to complete energy upgrades based on the Ft. Collins model integrating our own experience with contractor and project management.

LEAP's Energy Advisors would act as a single point of contact for homeowners, helping to navigate them through the process. Once the initial assessment has been completed, the Energy Advisor would present the recommended energy efficiency improvements as Good, Better, or Best packages. Homeowners are then empowered to make a choice based on what makes the most financial sense to them.

Financing/Rebates: Fort Collins created the Home Efficiency Loan Program (HELP) to provide an easy and affordable way for homeowners to pay for energy efficiency improvements through on-bill financing, which helped pay for upgrade project payments through energy savings on homeowners' monthly utility bills. Although HELP was not unique to the streamlined path, messaging to homeowners about the loans was an integral component of presenting the packages in the home. The report presented by the home performance expert showed an estimated net monthly cost of using the HELP loan to finance a comprehensive package of improvements, which helped ensure the homeowner's expectations of savings would be met. With HELP financing, customers could fund projects with no money down and receive financing for up to 100% of the project cost (up to \$25,000) at rates of 2.5%—4% for a term of up to 20 years. Customers simply repaid each month on their utility bill.

Because on-bill financing has never been utilized in Virginia, LEAP proposes a financing program using a trusted community partner who would ensure that the loan process was as simple and

seamless as possible. For homeowners not interested in financing, we recommend an incentive rebate which scales with the size of the project costs. LEAP would administer these cash rebates at the completion of the project. LEAP will discuss these possible mechanisms with the City's Climate Protection Program staff with the intent to mutually decide upon and include a final version in LEAP's next program support agreement proposal.

LEAP's reputation as a trusted leader in the delivery of energy efficiency services, its experience in managing residential retrofit programs, administering rebate and rate reduction programs for loan applicants, and its expert energy advisors speak to LEAP's unique ability and qualification to deliver this program model to city residents.

Policy Guidance

LEAP will review the current Architectural Design Control District Guidelines and note where there is opportunity to reference or incorporate language about energy performance and renewables from LEAP's expert perspective and with LEAP's building technology awareness. City Climate Protection Program staff have requested this as a resource to inform next steps, determine how best to package recommendations, and develop potential text amendments.

Metrics

- A summary review of the document
- A list noting what sections/pages have energy saving implications
- A list noting any techniques or strategies LEAP is aware of from a building technology perspective

Education and Outreach

LEAP recognizes that the success of our Clean Energy Future depends in large part upon outreach and raising awareness through education. To this end, we focus on developing workshops, educational activities, and programs to provide the background knowledge building owners need to think big and take action. LEAP will create a slide deck and or video that briefly summarizes the City's CPP Goals and communicates the services available through LEAP, particularly those supported by this program services agreement. LEAP would use these communication tools to give the presentation at approximately 12 community meetings per calendar year. City staff would help with identifying the meetings and connecting LEAP with the meeting's point of contact.

Metrics

- Number of partner agencies
- Number and type of presentations
- Number of attendees

Progress Updates and Reporting

Following the structure of previous CPP Program Support Agreements, LEAP will provide regular progress updates to City CPP staff throughout the service period and provide two written reports (and interim and final) that summarize the work completed, the metrics listed within this proposal, lessons learned, and recommendations for next steps. Funds will be released to LEAP in three installments (at the beginning of the work period, upon completion of the interim report, and upon completion of the final report).

Conclusion

The City of Charlottesville has been very generous in supporting this partnership each year. We have been able to enhance our basic services to provide specialized attention and focused outreach from LEAP staff. As in the past, development of effective delivery initiatives that expand the accessibility of energy efficiency and renewables projects within the City are critical to reducing GHG emissions to meet the city's 2020 goal. LEAP continues to uphold our partnership with the City of Charlottesville as a model for other localities in LEAP's service territories, especially Albemarle County. Again, LEAP reaffirms its full commitment to the special relationship it has with the City of Charlottesville as its energy efficiency program implementer and looks forward to our continued growth, innovation, and success.



2016 ANNUAL REPORT

ENERGY EFFICIENCY

1.38 Gigawatt hours of energy saved

103 Equivalent homes off grid for 1 year

\$152,335 Annual cost savings after improvements

SOLAR

88 Residential installations

\$1,768,634 Construction value to Virginia firms

576.71 kW installed

100 Low-income single family homes

885 Low-income multifamily homes

397 Single family homes

1,382 Total homes touched in **101** different zip codes



THE URGENCY AND THE OPPORTUNITY HAVE NEVER BEEN GREATER.

At LEAP, we're out in the field every day proving that energy efficiency is the least cost energy resource and that distributed solar power is a vastly untapped opportunity here in Virginia. We come to your home or business with the expertise to help you understand where your money is going and how best to invest in comfort and efficiency and your own solar power instead of paying endless energy bills. When we can, we even bring money: utility company or government incentives to reduce the cost of improvements, sometimes to zero. But in every case, LEAP staff bring a genuine concern for your family's well being, for your business's productivity, and for the global imperative that we speed up society's transition to clean energy.

When I was a kid in Culpeper in the 1970s, we went ice skating on local ponds most every winter. In the 2010s, we're watching cherries bloom in February - routinely. With federal leadership melting away, state and local institutions like LEAP are now that much more critical to the causes of environmental protection and responsible energy policy. Together with our many partners, LEAP helped 1,382 families in 2016 - across 101 Virginia zip codes. That brings the total families served since LEAP's founding in 2010 to 7,126.

In 2017 we'll be stretching to serve even more communities across the Commonwealth.

Join us in this movement. There's never been a more critical time. The opportunities - from the traditional basics of insulation and air sealing to the plunging cost of solar to the latest new technologies - make now a great time for you to invest. The urgency - in the face of massive backtracking on hard-won environmental progress coupled with the widespread impacts of climate change - makes now the right time for us all to do more.

Andrew Grigsby, LEAP Executive Director



"I saw an article in the *Free-Lance Star* about a meeting promoting Solarize Fredericksburg in which a LEAP representative summarized the benefits of solar systems. LEAP was very responsive when I requested an energy audit and confirmed that our new home in Spotsylvania might qualify for a solar system. The cost of our installation by Altenergy was about \$10,000 less than the cost of our previous solar system. We are very thankful for the benefits received due to the Solarize Fredericksburg project. "

Mark & Mary Abernathy, Spotsylvania County



IN 2016, LEAP'S SERVICES AND PROGRAMS INCLUDED:

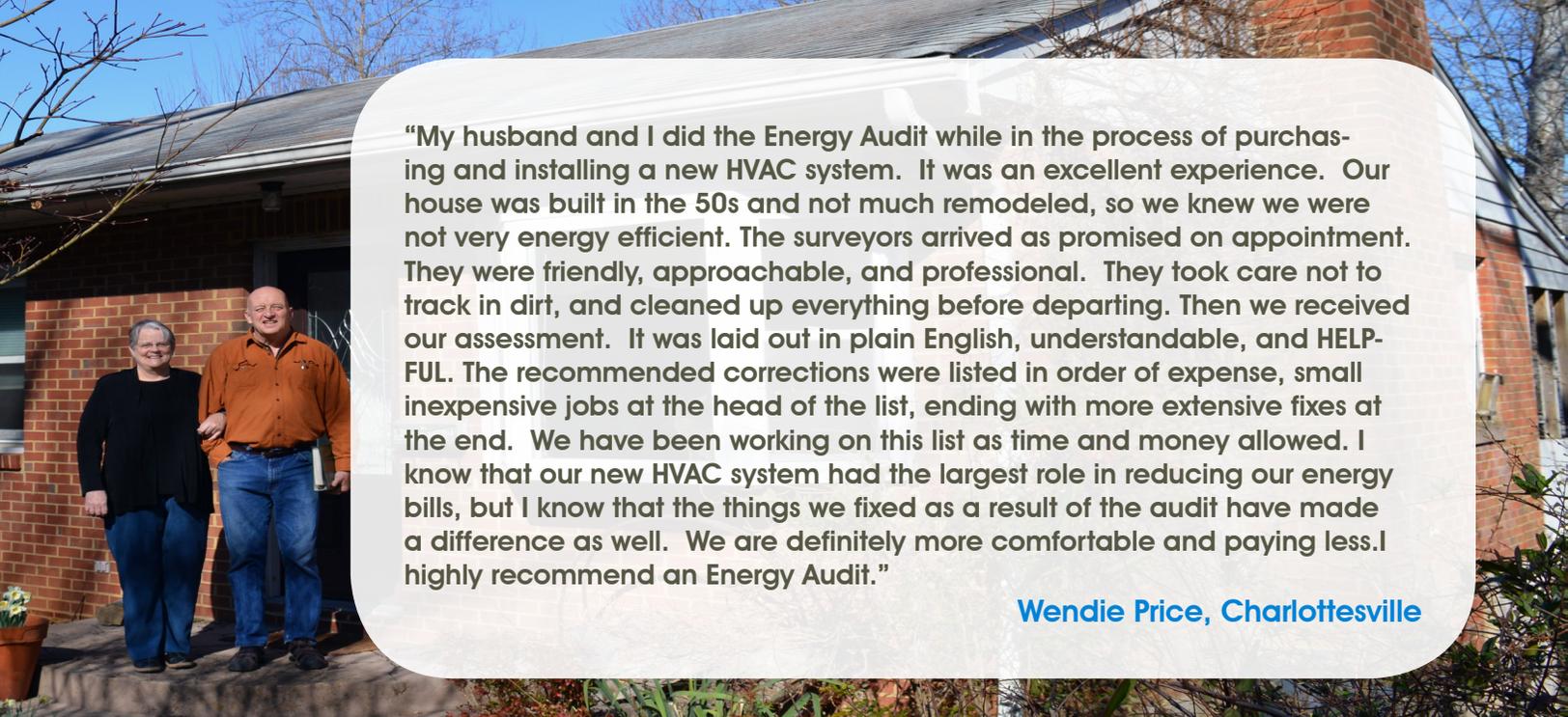
- **Energy Assessments** for 300+ homes and buildings of all kinds - many supported by utility rebates and local grants.
- **Weatherization Services** for almost 1000 low-income and elderly households - using funding from Dominion Virginia Power.
- **Solarize Campaigns** for Charlottesville/Albemarle, Purcellville, greater Fredericksburg, Alexandria, Vienna, Fairfax City, Reston, Falls Church, and Loudoun County.
- **Connecting Consumers** to incentives from the City of Charlottesville, the US government, Dominion Power, and Appalachian Power.
- **Serving Local Governments** with programs, expertise, and support for their climate and energy policies and goals
- **Educating our Neighbors** with more than 20 community presentations and events covering opportunities in energy efficiency and solar power.
- **Leading Virginia toward Clean Energy Solutions** by working with partners including the Virginia Energy Efficiency Council, the Northern Virginia Regional Commission, the Richmond Region Energy Alliance, Albemarle Housing Improvement Program, VA-SUN, the Multi-Family Energy Efficiency Coalition, Community Housing Partners, the Responsible Energy Codes Alliance, Southeast Energy Efficiency Alliance, Viridian, UVA Community Credit Union, Piedmont Environmental Council, Charlottesville and Alexandria Housing Authorities, state agencies, utilities, solar and efficiency contractors, multi-family property owners, and more.



"Our organization, same as many other [housing authorities], are always in a hot spot as to where to put the limited funds they receive when there is so many other priorities related to the physical conditions that have preference for the available funds, hence, having the opportunity to partner with LEAP for this program was not only a great experience, but also provided us with very much needed energy saving improvements that will go on for a long time for the benefit of our residents."

Chaba Josa, Alexandria Redevelopment and Housing Authority





“My husband and I did the Energy Audit while in the process of purchasing and installing a new HVAC system. It was an excellent experience. Our house was built in the 50s and not much remodeled, so we knew we were not very energy efficient. The surveyors arrived as promised on appointment. They were friendly, approachable, and professional. They took care not to track in dirt, and cleaned up everything before departing. Then we received our assessment. It was laid out in plain English, understandable, and HELPFUL. The recommended corrections were listed in order of expense, small inexpensive jobs at the head of the list, ending with more extensive fixes at the end. We have been working on this list as time and money allowed. I know that our new HVAC system had the largest role in reducing our energy bills, but I know that the things we fixed as a result of the audit have made a difference as well. We are definitely more comfortable and paying less. I highly recommend an Energy Audit.”

Wendie Price, Charlottesville

“We can’t thank LEAP enough for selecting one of our properties to receive the Dominion Virginia Power grant funds. One year after LEAP’s Weatherization work, we have seen a 16% overall reduction in the amount of gas consumed. Combined with falling gas prices this amounts to a 21% reduction in our gas bills in the first full year. The additional insulation makes the apartment easier to heat and cool improving the overall comfort of the residents. The process had far less paperwork than other government grant projects and produced real immediate results for the residents on their electric bills and for their general comfort in the apartment homes.”

Alex Cannon, Vice President, Cannon Properties



Like me, you’ve probably heard the phrase “think globally, act locally.” But what does that really mean? Around Charlottesville and other Virginia communities, it means LEAP when it comes to meeting our energy and environmental challenges. LEAP is your local source for clean energy, from sealing and insulating your home or business, or getting solar panels on your roof. The City of Charlottesville, Albemarle County, Northern Virginia governments, area utilities, and the Uni-



versity of Virginia are all represented on LEAP’s board. And we’ve accomplished a lot in LEAP’s seven years—thousands of homes upgraded and hundreds of solar systems installed. Our families and businesses are better off in two ways: by saving money on energy bills, and by lightening our environmental footprint, so that our children and their children enjoy more sustainable buildings and a more sustainable planet. To keep LEAP strong as our clean energy hub, we all need to do our part: by committing to upgrading our homes and businesses, and by supporting LEAP financially and in other ways, such as referring friends, family, and workmates. Together, we can make Charlottesville and other Virginia communities even cleaner, healthier, and more prosperous.

Bill Prindle, LEAP Governance Board Chair

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



Agenda Date:	December 4, 2017 (2nd reading: 12/18/2017)
Action Requested:	Approval of Ordinance UPDATED 12/4 ORDINANCE for 2nd reading 12/18/2017
Presenter:	Lisa Robertson, Chief Deputy City Attorney
Staff Contacts:	Lisa Robertson; Missy Creasy
Title:	Zoning Text Amendments

Background:

In November 2016 the City Attorney’s Office provided a critique of the current zoning ordinance, indicating numerous difficulties and recommended modifications. Shortly thereafter, City Council adopted a Resolution prescribing a Work Plan for updating both the Comprehensive Plan’s Land Use Plan and the Zoning Ordinance over the course of the succeeding 18 months. Among the various problematic issues to be reviewed sooner rather than later were: measurement of building height by averaging the height of all building walls and then averaging the averages together; resolution of inconsistencies in wording; determination of particularly problematic issues; issues that may not lead to desired outcomes. The three text amendments set forth in the attached Ordinance fall within these categories.

Discussion:

The Staff Report and Exhibits, as presented to the Planning Commission (PC) on November 14, 2017, can be found at: <http://www.charlottesville.org/departments-and-services/departments-h-z/neighborhood-development-services/development-ordinances/city-planning-commission/agendas/2017-agenda>

Clarify streetwall regulations, Downtown zoning district—(Sec. 34-558(a)), (**Item #1, attached Ordinance**). Recently an applicant’s attorney suggested that streetwall regulations in the Downtown zoning district should not be interpreted as including a building, if any portion of that building’s façade fronts on Water Street. Since many buildings within the district have frontage on Water Street as well as Main Street (the Downtown Mall) and one or more side streets, this interpretation would have rendered the current streetwall regulations meaningless throughout a substantial portion of the district. The amendments recommended by the PC will clarify language and avoid this undesirable outcome.

Measurement of height—(§§34-1100 and 34-1200, **Items #2 and #4, attached Ordinance**). The Planning Commission (PC) has recommended a simplification of the methodology for measurement of building height, with the intention of continuing to review the City’s approach to measuring building height, and streetwall height, as the Comp Plan Update progresses. The PC recommendation proposes to delete the problematic “averaging of building walls” approach to determination of

overall building height (in §34-1200) and to return the City to the pre-averaging zoning practice: i.e., measurement of height of buildings, structures and street walls from “grade”¹ to the highest point (similar to how height is determined under the provisions of the USBC).

Note 1: also considered by the PC was a proposal formulated by PLACE, which proposed that, if there are multiple building façade segments along a particular street frontage, a measurement of height would be taken at the center of each of the different segments. PLACE also recommended that, if the streetwall of a building consists of only one segment, then the measurement of height would be a single point of measure at the median grade along that façade. The PC felt that this approach has significant potential for providing an alternative methodology for sites with difficult topography; however, it’s a more complicated methodology for which illustrative diagrams have not yet been prepared; a member of the BAR provided comment that there may remain practical issues to be worked through; and the more complicated approach does not work for sites in “non-urban” conditions (buildings set back more than 6-15 feet from a public street). Staff recommends further vetting of the PLACE proposal, to be brought forward in the future with diagrams that could be included in the ordinance, and separate provisions drafted for the non-urban conditions.

Note 2: the PC recommendation is similar to the height measurement method adopted for the West Main Street Corridor districts, where building height is to be measured from “grade level” to the highest point and “grade level” is specially defined as the average level of the curb at a building’s primary street frontage. *See, e.g., 34-637* (this definition of “grade” is specific to the WM districts and is *different* than the generally-applicable definition of grade).² If a lot has frontage on WM and another primary street, the WM frontage is used to determine building height.

Expansion of nonconforming structures that are also Individually Protected Properties, or contributing structures within an architectural design control district (Item #3, attached Ordinance) —a significant number of nonconforming structures within the City’s design control districts, particularly along West Main Street and the Downtown Mall, are of heights that do not comply with the current mandatory minimums specified within a zoning district. Staff and the BAR agree that it would be beneficial to allow some expansion of these buildings, without requiring them to be modified to comply with minimum building height or min/ max streetwall heights (which would alter the fundamental character of the structure at the street level). This proposed amendment would allow such buildings to be expanded by up to 25% without having to comply with current building height/ streetwall height requirements, subject to approval of a certificate of appropriateness by the Board of Architectural Review.

Alignment with City Council’s Vision and Strategic Plan:

The proposed amendments promote the City’s vision for economic sustainability, by promoting more predictable outcomes arising from administration of the zoning ordinance. The proposed amendments also promote Strategic Plan, Goal 3 (Beautiful Environment) by assuring that individually protected properties, and contributing structures, can be adapted and used for a range of purposes, and by endeavoring to clarify wording in the ordinance, so that zoning administration/

¹ “Grade” refers to “the average level of the ground adjacent to the exterior walls of the building. In a case where walls are parallel to and not more than 15 feet from a sidewalk, the grade may be measured at the sidewalk.” Z.O. 34-1200.

² Id.

interpretation can be guided by clear direction within the wording of the ordinance approved by city council.

Community Engagement:

The height measurement discussions have been ongoing for more than a year, during numerous PC work sessions, an extended public comment period. All of the proposed amendments were advertised for, and were the subject of a joint public hearing, completed on November 14, 2017.

Budgetary Impact:

None anticipated.

Recommendations:

(1) Staff recommends approval of the proposed Ordinance.

(2) Staff also strongly recommends that if, prior to adoption of the proposed Ordinance, a landowner submitted an application seeking approval of (i) a final site plan, (ii) a special use permit (SUP), or (iii) a certificate of appropriateness, utilizing and specifically relying on the multiple-wall-averaging approach to calculating overall building height (as evidenced by building elevations included with the application, depicting the calculation of the averages), and if that application remains under review, then the landowner should not be subject to the amended ordinance. (*See Item #5, attached Ordinance*).

Alternatives:

- Council can amend the proposed Ordinance to modify or adjust the wording, as Council sees fit,
- Council may, by motion, decline to approve any or all of the proposed amendments

Attachments:

Proposed Ordinance

AN ORDINANCE
APPROVING AMENDMENTS TO CHAPTER 34 (ZONING) OF THE CODE OF THE CITY OF CHARLOTTESVILLE (1990), AS AMENDED, TO CLARIFY THE STREETWALL REGULATIONS WITHIN THE DOWNTOWN MIXED USE CORRIDOR DISTRICT; TO MODIFY THE REQUIREMENTS APPLICABLE TO EXPANSION OF CERTAIN NONCONFORMING STRUCTURES WHICH ARE INDIVIDUALLY PROTECTED PROPERTIES OR CONTRIBUTING STRUCTURES WITHIN AN HISTORIC DISTRICT; AND TO DELETE PROVISIONS ALLOWING THE DETERMINATION OF BUILDING HEIGHT BY AVERAGING HEIGHT OF BUILDING WALLS

WHEREAS, by motion, the Planning Commission initiated certain amendments to the text of the City’s Zoning Ordinance governing the measurement of building height, the streetwall regulations for the Downtown Mixed Use Corridor district, and the regulations governing expansion of nonconforming structures (“Proposed Zoning Text Amendments”); and

WHEREAS, a joint public hearing on the Proposed Zoning Text Amendments was held before the Planning Commission and City Council November 14, 2017, after notice to the public and to adjacent property owners as required by law, and following conclusion of the public hearing the Planning Commission voted to recommend approval of the Proposed Zoning Text Amendments to City Council as being required by the public necessity, convenience, general welfare and good zoning practice; and

WHEREAS, after consideration of the Planning Commission’s recommendation and other factors and considerations, this Council is of the opinion that that the Proposed Zoning Text Amendments give reasonable consideration to the purposes listed in Sec. 15.2-2283 of the Code of Virginia (1950), as amended, and this Council hereby finds and determines that: (i) the public necessity, convenience, general welfare and good zoning practice require the Proposed Zoning Text Amendments, and (ii) the Proposed Zoning Text Amendments are consistent with the Comprehensive Plan; now, therefore,

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia that Chapter 34 (Zoning) of the Code of the City of Charlottesville (1990), as amended, is hereby amended and reenacted as follows:

1. The streetwall regulations set forth within Chapter 34 (Zoning), Article VI (Mixed Use Districts), Division 2 (Regulations—Downtown Corridor (“D”)), Section 34-558(a) are amended to read as follows:

Sec. 34-558. Streetwall regulations.

(a) *Stepback requirement.* The minimum height of the streetwall of any building or structure shall be forty (40) feet and the maximum height of the streetwall shall be forty-five (45) feet, containing exactly three (3) interior floors. After forty-five (45) feet, there shall be a minimum stepback of twenty-five (25) feet along the length of the streetwall. However, any streetwall fronting upon a numbered street within this district between Ridge Street and 10th Street, East shall, after forty-five (45) feet, be required to have a stepback of five (5) feet. These streetwall/stepback requirements shall not apply to any building façade buildings or structures on along Water Street; if a building has frontage along Water Street and any other street, then only its façade along Water Street is exempt from these requirements.

(b).....

2. The generally applicable regulations for height set forth within Chapter 34 (Zoning), Article IX (General Regulations), Division 6 (Buildings and Structures—generally), Section 34-1100(a), are amended to read as follows:

Sec. 34-1100. – Height—application of district regulations.

(a) No building or structure, or any portion thereof, shall have a height that is less than a minimum required height³, or that exceeds a maximum allowed height, specified within the regulations of the zoning district in which the building or structure is located. The term "height," when applied to a building or structure shall refer to the vertical distance measured perpendicularly from grade level to the highest point on such building or structure. For purposes of measuring building height, the following shall be deemed the highest point of a building: the level of a flat roof; the deck line of a mansard roof; and the average height level between the eaves and ridge, for gable, hip and gambrel roofs.

3. The regulations restricting nonconforming structures, set forth within Chapter 34 (Zoning), Article IX (General Regulations), Division 8 (Nonconforming Uses, Lots and Structures), Sections 34-1146 and 34-1147 are amended to read as follows:

Sec. 34-1146. Nonconforming structures, permitted changes.

....

(e) A nonconforming structure that is an Individually Protected Property, or a contributing structure within an architectural design control district, may be expanded as set forth within section 34-1147(2).

Sec. 34-1147. Expansion of nonconforming uses or structures.

....

(c) Nonconforming structures.

(1)....

(2) Nonconforming structures, other than single-family dwellings. ~~Where the use of a nonconforming structure is permitted by right, or with a special use or provisional use permit, in the zoning district in which the structure is located, then~~ Expansion of a nonconforming structure may be approved provided that: (i) yard, setback, screening and buffering, and height standards applicable to the proposed expansion are met; (ii) all applicable sign regulations are met, and (iii) such expansion does not exceed twenty-five (25) percent of the gross floor area of the existing structure. For any proposed expansion exceeding twenty-five (25) percent of the gross floor area of the existing structure, all development standards applicable to the property as a whole shall be met. If the nonconforming structure to be expanded is also an individually Protected Property, or a contributing structure within an architectural design control district, then that structure

3 The proposal reviewed by the PC referred to “minimum required *building* height” and to “maximum permitted *building height*”. In this proposed ordinance, the reference has been simplified to “minimum required *height*” and “maximum permitted *height*” to take into account that many districts specify a overall height range for a building as well as a separate height range for a streetwall.

shall not be required to meet any development standard that would require modification of the structure itself, and the city's board of architectural review must approve a certificate of appropriateness for the proposed expansion.

4. *The definitions set forth within Chapter 34 (Zoning), Article X (Definitions) are amended, to delete the entire definition of “building height”—including the related diagram/illustration.*

Building height means the vertical distance measured from the level of the grade of the building footprint to the level of the highest point of the structure's roof surface. This distance is calculated by measuring separately the average height of each building wall, then averaging them together. The height is measured to the level of a flat roof, to the deck line of a mansard roof, and to the average height level between the eaves and ridge for gable, hip, or gambrel roofs.

5. *The amendments approved by this ordinance shall take effect upon the date of adoption of this ordinance by City Council (“Effective Date”). Notwithstanding the foregoing, if on or prior to November 14, 2017: (i) a landowner submitted an application seeking approval of a final site plan, a special use permit, or a certificate of appropriateness, (ii) the application materials contained elevations depicting the measurement of the height of a specific building being calculated by measuring separately the average height of each building wall, then averaging them together, and (iii) a decision on the application was pending as of the Effective Date, then review of such application shall not be affected by the zoning text amendments effected by paragraphs (2) and (4), preceding above, and such application, if approved, shall be subject to the benefits conferred within Virginia Code § 15.2-2307 the same as if such application had been approved prior to the Effective Date. Nothing set forth herein shall limit the applicability of Va. Code § 15.2-2307, in cases where a significant affirmative governmental act approving a specific project utilized the wall-averaging method of building height calculation as a basis of such approval, and the approval remained in effect on the Effective Date.*

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	December 18, 2017
Action Requested:	Approval of Deed of Exchange (Public Hearing and 1 st reading of Ordinance)
Presenter:	Matt Alfele, NDS Planner
Staff Contacts:	Matt Alfele, NDS Planner Lisa Robertson, Chief Deputy City Attorney
Title:	Conveyance of Portions of Cleveland Avenue Right of Way in Exchange for Land Dedicated as Public Right of Way (Johnson Village, Phase 3)

Background:

Fifth Street Associates, LLC owns two parcels of land on Cleveland Avenue designated as Parcels 179 and 350 on Tax Map 22B. Parcel 179 is on the south side of Cleveland Avenue and Parcel 350 is on the north side of Cleveland Avenue. Both of these parcels are part of Johnson Village, Phase 3, Planned Unit Development (also called “The Beacon on Fifth”). The final site plan calls for minor adjustments to the Cleveland Avenue and 5th Street, S.W. rights-of-way to improve that intersection, which would require Fifth Street Associates to convey and dedicate certain parcels of land to the City as public right-of-way, and for the City to convey certain parcels of land to be added to the parcels already owned by Fifth Street Associates.

Discussion:

The PUD site plan has been reviewed and given preliminary approval by the Planning and Engineering staff of Neighborhood Development Services, the Department of Public Utilities, and the Department of Public Works. The City Attorney’s Office has worked with the attorney for Fifth Street Associates on the attached Deed of Exchange and Plat. The 3-page Plat shows the parcels of land to be exchanged, designated as Parcels A through E. Parcels B and C would be dedicated as additional public right-of-way and added to Cleveland Avenue and 5th Street, S.W. Parcels A, D and E would be added to the Fifth Street Associates lands.

This land exchange would benefit both the City and Fifth Street Associates by shifting the location of retaining walls and steps out of the City’s rights-of-way. The exchange will also shift City infrastructure (public sidewalks) from being partially on private property, to being fully within City rights-of-way. The exchange of land will clarify maintenance responsibilities for both parties without the need of drafting maintenance agreements.

Alignment with City Council's Vision and Strategic Plan:

Not applicable.

Community Engagement:

A public hearing is required by law to give the public an opportunity to comment on the proposed conveyance of a property interest. Notice of such public hearing was advertised in the local newspaper at least 7 days in advance of the public hearing in accordance with Va. Code Sec. 15.2-1800(B).

Budgetary Impact:

None.

Recommendation:

Approval of the Ordinance authorizing the Mayor to sign the Deed of Exchange.

Attachments:

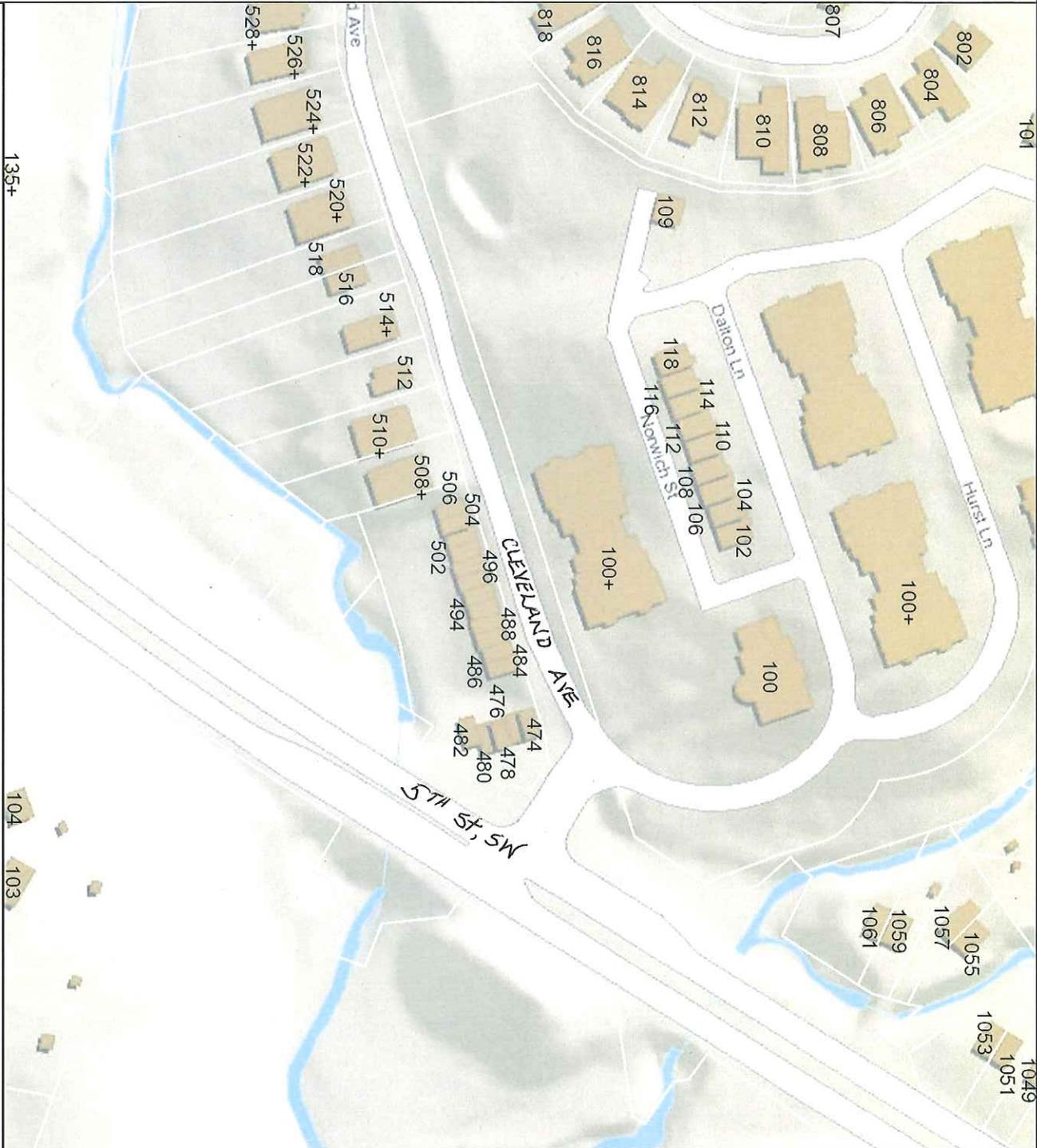
GIS Map

Proposed Ordinance

Deed of Exchange and Plat

Legend

- Parcels
- Addresses



Title:

Date: 11/29/2017

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



**AN ORDINANCE
AUTHORIZING THE EXCHANGE OF PORTIONS OF THE CLEVELAND AVENUE
AND FIFTH STREET, S.W. RIGHTS-OF-WAY FOR PARCELS OF LAND
OWNED BY FIFTH STREET ASSOCIATES, LLC ALONG
CLEVELAND AVENUE AND FIFTH STREET, S.W.**

WHEREAS, Fifth Street Associates, LLC has submitted a site plan for a planned unit development called Johnson Village, Phase 3 (The Beacon on 5th), encompassing property along Cleveland Avenue and 5th Street, S.W.; and

WHEREAS, the site plan proposes certain improvements to the existing Cleveland Avenue and 5th Street, S.W. by dedicating two (2) parcels of land (Parcel B, 1,864 square feet, and Parcel C, 1,812 square feet) to the City of Charlottesville in exchange for conveyance of three (3) parcels of City land (Parcel A, 5,163 square feet; Parcel D, 77 square feet; and Parcel E, 110 square feet) to Fifth Street Associates, as shown on a plat dated October 19, 2017 by Roudabush, Gale & Associates, Inc. (the "Plat"); and

WHEREAS, Parcels B and C shown on the Plat would be dedicated as City right-of-way along Cleveland Avenue and 5th Street, S.W.; Parcel A would be combined with Tax Map Parcel 22B350000; and Parcels D and E would be combined with Tax Map Parcel 22B179000; and

WHEREAS, the conveyance of the City-owned rights-of-way (Parcels A, D and E) will promote certain elements of City Council's Strategic Plan (Quality Housing Opportunities); and

WHEREAS, in accordance with Virginia Code Section 15.2-1800(B), a public hearing was held to give the public an opportunity to comment on the proposed conveyance of the City property; and,

WHEREAS, the Department of Neighborhood Development Services, the Public Utilities Director, and the Public Works Director have reviewed the proposed exchange of land and have no objection thereto; now, therefore,

BE IT ORDAINED by the Council for the City of Charlottesville, Virginia that the Mayor is authorized to execute a Deed of Exchange, in form approved by the City Attorney, to convey the above-described portions of right-of-way (Parcels A, D and E) to Fifth Street Associates, LLC, shown on the attached Plat, and to accept on behalf of the City the above-described land (Parcels B and C) to be dedicated as public right-of-way. The City Attorney is hereby authorized to take whatever steps are necessary to effect the closing of said property exchange.

This document was prepared by and upon recordation return to:
Allison T. Domson, Esq. (VSB No. 44285)
Williams Mullen
200 South 10th Street, Suite 1600
Richmond, VA 23219

Tax Map Parcels: Portion of TMP 22B179000 (Parcel B) – Assessed Value \$ _____
Portion of TMP 22B350000 (Parcel C) – Assessed Value \$ _____

This deed is partially exempt from state recordation taxes imposed by Virginia Code Secs. 58.1-801 and 58.1-802 pursuant to Virginia Code Secs. 58.1-811(A)(3) and 58.1-811(C)(4), respectively.

THIS DEED OF EXCHANGE, made this ____ day of _____, 2017, by and between **FIFTH STREET ASSOCIATES, LLC**, a Virginia limited liability company, hereinafter called “Fifth Street”, GRANTOR and GRANTEE, whose address is 230 Court Square, Suite 202, Charlottesville, Virginia 22902; and **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation and political subdivision of the Commonwealth of Virginia, hereinafter called “City”, GRANTOR and GRANTEE, which has an address of P. O. Box 911, Charlottesville, Virginia 22902.

WITNESSETH:

WHEREAS, Fifth Street is the owner in fee simple of two parcels of real property located in the City of Charlottesville, Virginia (the "City"), containing approximately 10.94 acres and 0.7602 acres, more or less, respectively, each being portions of the same property acquired by Fifth Street by Deed from New Vision Holdings, LLC, dated December 15, 2015, recorded in the Clerk's Office of the Circuit Court of the City of Charlottesville, Virginia (the "Clerk's Office"), as Instrument No. 201500004617, as modified pursuant to that certain Deed of Boundary Line Adjustment and Consolidation, dated November __, 2017, recorded in the Clerk's Office immediately prior hereto (together, the “Fifth Street Property”);

WHEREAS, Fifth Street desires to grant, convey and dedicate portions of the Fifth Street Property to the City in fee simple for public use, namely, as additional right of way along Cleveland Avenue and Fifth Street, S.W., shown on a plat dated October 19, 2017 made by Roudabush, Gale & Associates, Inc., attached hereto and made a part hereof (hereinafter, the “Plat”); and

WHEREAS, the City desires to grant and convey by quitclaim certain portions of City right-of-way on Cleveland Avenue and Fifth Street, S.W. to Fifth Street, shown on the attached Plat; and

WHEREAS, the Fifth Street Property is subject to the lien of a certain Multifamily Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing dated December 1, 2015, and recorded as Instrument No. 201500004770 in the Clerk's Office of the Circuit Court of City of Charlottesville, Virginia, as the same has been amended from time to time (collectively, the "Deed of Trust"), granted by Grantor to Harrison C. Smith, as trustee ("Trustee") for the benefit of PNC Bank, National Association (the "Lender");

NOW, THEREFORE, in consideration of the mutual premises, Fifth Street and the City agreed to an exchange of land, as follows:

1. Conveyance to Fifth Street of portions of Cleveland Avenue and Fifth Street, S.W. Rights of Way (Parcels A, D and E):

THAT FOR AND IN CONSIDERATION of the conveyance to the City of certain parcels of land shown as Parcels B and C on the Plat, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the City does hereby REMISE, RELEASE and QUITCLAIM, unto Fifth Street, any and all interest the City may possess in the following described real property:

- (1) All that certain tract or parcel of land situated in the City of Charlottesville, Virginia, containing approximately 5,163 square feet of land (0.119 acre), more or less, located on Cleveland Avenue, said parcel being shown as "Parcel A" on the attached Plat; being a portion of the public right of way known as Cleveland Avenue. This parcel is hereby combined with Parcel 350 on City Real Estate Tax Map 22B.
- (2) All that certain tract or parcel of land situated in the City of Charlottesville, Virginia, containing approximately 77 square feet of land (0.002 acre), more or less, located on Fifth Street, S.W., said parcel being shown as "Parcel D" on the attached Plat; being a portion of the public right of way known as Fifth Street, S.W. This parcel is hereby combined with Parcel 179 on City Real Estate Tax Map 22B.
- (3) All that certain tract or parcel of land situated in the City of Charlottesville, Virginia, containing approximately 110 square feet of land (0.003 acre), more or less, located on Fifth Street, S.W., said parcel being shown as "Parcel E" on the attached Plat; being a portion of the public right of way known as Fifth Street, S.W. This parcel is hereby combined with Parcel 179 on City Real Estate Tax Map 22B.

2. Conveyance to City of portions of TMP 22B179000 and 22B350000 (Parcels B and C):

THAT FOR AND IN CONSIDERATION of the conveyance to Fifth Street of certain parcels of land shown as Parcels A, D and E on the attached Plat, and other good and valuable consideration,

the sufficiency and receipt of which are hereby acknowledged, Fifth Street does hereby BARGAIN, SELL, GRANT and CONVEY, unto the City, the following described real property:

- (1) All that certain tract or parcel of land situated in the City of Charlottesville, Virginia, containing approximately 1,864 square feet of land (0.043 acre), more or less, said parcel being shown as "Parcel B" on the attached Plat; being a portion of the property conveyed to Fifth Street Associates, LLC by special warranty deed dated December 15, 2015, and recorded in the Clerk's Office of the Circuit Court of Charlottesville, Virginia, as Instrument #2015004617. This parcel is hereby dedicated to the City as public right of way and made a part of Cleveland Avenue.

- (2) All that certain tract or parcel of land situated in the City of Charlottesville, Virginia, containing approximately 1,812 square feet of land (0.042 acre), more or less, said parcel being shown as "Parcel C" on the attached Plat; being a portion of the property conveyed to Fifth Street Associates, LLC by special warranty deed dated December 15, 2015, and recorded in the Clerk's Office of the Circuit Court of Charlottesville, Virginia, as Instrument #2015004617. This parcel is hereby dedicated to the City as public right of way and made a part of Fifth Street, S.W.

All of the foregoing conveyances shall include all appurtenances benefitting the property, and are expressly subject to all other easements, restrictions, conditions and reservations contained in duly recorded deeds, plats, and other instruments constituting constructive notice in the chain of title to the properties hereby conveyed that have not expired by limitation of time contained therein or have not otherwise become ineffective or which are obvious upon inspection of the premises.

Trustee, as authorized to act by Lender, as shown by his execution hereof, does hereby release and discharge from the lien of the Deed of Trust that portion of the Fifth Street Property dedicated pursuant to the terms hereof.

By ordinance adopted _____, the Council for the City of Charlottesville authorized the Mayor to execute this Deed of Exchange and, pursuant to Virginia Code Section 15.2-1803, to accept the conveyance of the above-described Parcels B and C on Cleveland Avenue and Fifth Street, S.W., as evidenced by the Mayor's signature hereto and the City's recordation of this deed.

WITNESS the following signatures and seals:

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____ (SEAL)
A. Michael Signer, Mayor

COMMONWEALTH OF VIRGINIA

City of Charlottesville, to-wit:

The foregoing instrument was acknowledged before me, a Notary Public in and for the aforesaid City/County and Commonwealth, by A. Michael Signer, Mayor, on behalf of the City of Charlottesville, Virginia on this _____ day of _____, 2017.

Notary Public

Registration #: _____

My commission expires: _____

FIFTH STREET ASSOCIATES, LLC

By: CDP Fifth Street, LLC,
a Virginia limited liability company,
its managing member

By: Coleway Development LLC,
a Virginia limited liability company,
its managing member

By: _____ (SEAL)
Andrew E. McGinty, Manager

COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Andrew E. McGinty, the Manager of Coleway Development LLC, a Virginia limited liability company, managing member of CDP Fifth Street, LLC, a Virginia limited liability company, the managing member of Fifth Street Associates, LLC, on behalf of said entity.

My commission expires: _____.

Notary Public

My Registration No.: _____

TRUSTEE:

_____(SEAL)
HARRISON C. SMITH, TRUSTEE

STATE OF _____
COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me in my aforesaid jurisdiction by Harrison C. Smith, who is personally known to me.

My commission expires: _____

Notary Public

My Registration No.: _____

LENDER:

PNC BANK, NATIONAL ASSOCIATION,
A national banking association

By: _____(SEAL)
Name: _____
Title: _____

STATE OF _____
COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me in my aforesaid jurisdiction by _____, as _____ of PNC Bank, National Association, a national banking association, on its behalf.

My commission expires: _____

Notary Public

My Registration No.: _____

EXHIBIT A
PLAT TO BE ATTACHED

34905527_2

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APPROVAL

CHAIRMAN, CITY OF CHARLOTTESVILLE PLANNING COMMISSION _____ DATE _____

SECRETARY, CITY OF CHARLOTTESVILLE PLANNING COMMISSION _____ DATE _____

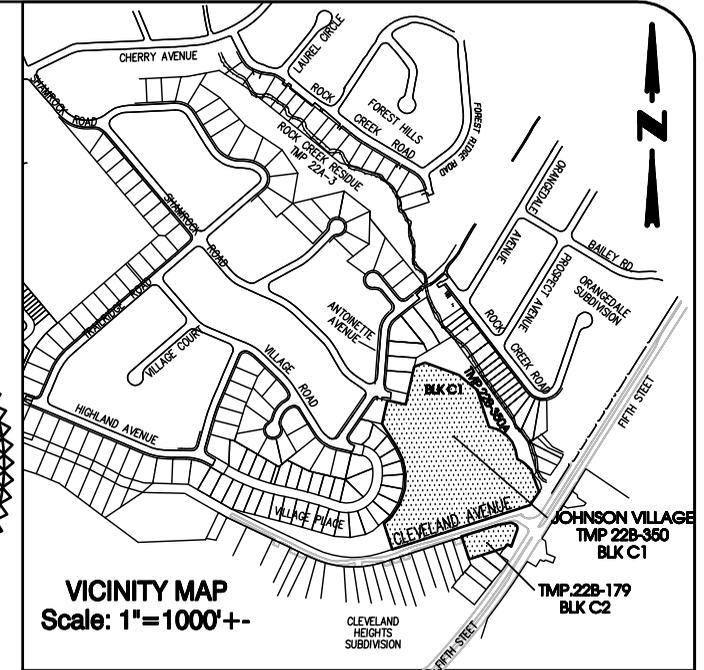
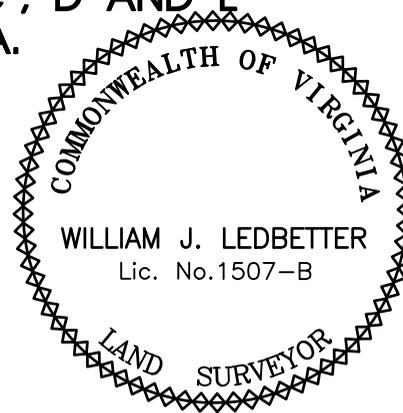
**PLAT SHOWING
CLEVELAND AVENUE RIGHT OF WAY DEDICATION
AND RIGHT OF WAY VACATION
TAX MAP 22B PARCEL 179 AND
TAX MAP 22B PARCEL 350
CONSISTING OF AREAS 'A', 'B', 'C', 'D' AND 'E'
CHARLOTTESVILLE, VA.**

NOTARY PUBLIC

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

THIS _____ DAY OF _____, 20____

My Commission Expires _____, _____



OWNERS APPROVAL

The subdivision of land described herein is with the free consent and in accordance with the desire of the undersigned owners, proprietors, and trustees.

FIFTH STREET ASSOCIATES, LLC.
(Tax Map 22B Parcels 179 & 350)

LEGAL REFERENCE:

TAX MAP 22B PARCEL 179 AND
TAX MAP 22B PARCEL 350
ZONED: PUD (Planned Unit Development With Entrance Corridor Overlay)

FLOOD ZONE:

*THE PROPERTY SHOWN HEREON LIES IN FLOOD INSURANCE RATE MAP ZONE 'X' OTHER AREAS (areas determined to be outside the 0.2% annual chance floodplain.) AS SHOWN ON FIRM MAP NUMBER 51003C0288D. EFFECTIVE DATE: FEB. 04, 2005.

OWNER

FIFTH STREET ASSOCIATES, LLC.
223W. MAIN STREET, SUITE B
CHARLOTTESVILLE, VIRGINIA. 22902

SOURCE OF TITLE

Instr. # 2015004617 (T.M. 22B-350)
Instr. # 2015004617 (T.M. 22B-179)

ACREAGE SUMMARIES

- 1). **TMP.22B-350 = 10.868 Ac. (Original Area)**
-0.042 Ac. Parcel 'C' (portion of TMP.22B-350)
+0.119 Ac. Parcel 'A' (portion of Cleveland Ave R-0-W)
TMP.22B-350 = 10.94 Ac. (Revised Area)
- 2). **TMP.22B-179 = 0.760 Ac. (Original Area)**
-0.043 Ac. Parcel 'B' (portion of TMP.22B-179)
+0.002 Ac. Parcel 'D' (portion of 5th St. R-0-W)
+0.003 Ac. Parcel 'E' (portion of 5th St. R-0-W)
TMP.22B-179 = 0.722 Ac. (Revised Area)

PLATS OF RECORD

Instr. # 2015004139
Instr. # 2015004617
Instr. # 201700????

NOTES:

- 1). EASEMENTS AND UTILITIES OTHER THAN THOSE SHOWN MAY EXIST.
- 2). NO TITLE REPORT USED IN THE PREPARATION OF THIS PLAT.
- 3). IF.= IRON FOUND, ISC.= IRON SET WITH CAP, PKF.= PK NAIL FOUND, PKS.= PK NAIL SET, BNF.= BRICK NAIL FOUND, BNS.= BRICK NAIL SET, GSF.= GUTTER SPIKE FOUND.
- 4). THIS PLAT IS BASED ON PLATS OF RECORD AND A CURRENT FIELD SURVEY PERFORMED OCTOBER 2017.
- 5). THE 0.119 AC. AREA LABELED AS PARCEL 'A', A PORTION OF CLEVELAND AVE. R-0-W IS HEREBY VACATED AND ADDED TO TAX MAP 22B-350.
- 6). THE 0.043 AC. AREA LABELED AS PARCEL 'B', A PORTION OF TAX MAP 22B-179, IS HEREBY DEDICATED AS CLEVELAND AVE. PUBLIC R-0-W.
- 7). THE 0.042 AC. AREA LABELED AS PARCEL 'C', A PORTION OF TAX MAP 22B-350, IS HEREBY DEDICATED AS CLEVELAND AVE PUBLIC R-0-W.
- 8). THE 0.002 AC. AREA LABELED AS PARCEL 'D', A PORTION OF FIFTH STREET R-0-W IS HEREBY VACATED AND ADDED TO TAX MAP 22B-179.
- 9). THE 0.003 AC. AREA LABELED AS PARCEL 'E', A PORTION OF FIFTH STREET R-0-W IS HEREBY VACATED AND ADDED TO TAX MAP 22B-179.
- 8). THE CITY OF CHARLOTTESVILLE WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF ANY LANDSCAPE IRRIGATION LINES OR AMMENITIES THAT LIE WITHIN THE PROPERTY DEDICATED TO THE CITY OF CHARLOTTESVILLE FOR PUBLIC USE OR PUBLIC R-0-W.

ROUDABUSH, GALE & ASSOCIATES, INC.

ENGINEERS, SURVEYORS AND LAND PLANNERS



A PROFESSIONAL CORPORATION
SERVING VIRGINIA SINCE 1956



914 MONTICELLO ROAD - CHARLOTTESVILLE, VIRGINIA 22902
PHONE 434-977-0205 - FAX 434-296-5220 - EMAIL INFO@ROUDABUSH.COM

OCTOBER 19, 2017

**REVISED
TMP.22B-350
10.945 Ac.**

**TMP.22B-350
FIFTH STREET ASSOC.
Inst.#2015:4617
Instr.#2015:4139(plat)
10.868 Ac.**

Parcel 'C'
0.042 Ac.
(1812 sf.)

Parcel 'B' 0.043 Ac.(1864 sf.)

Parcel 'D'
0.002 Ac.
(77 sf.)

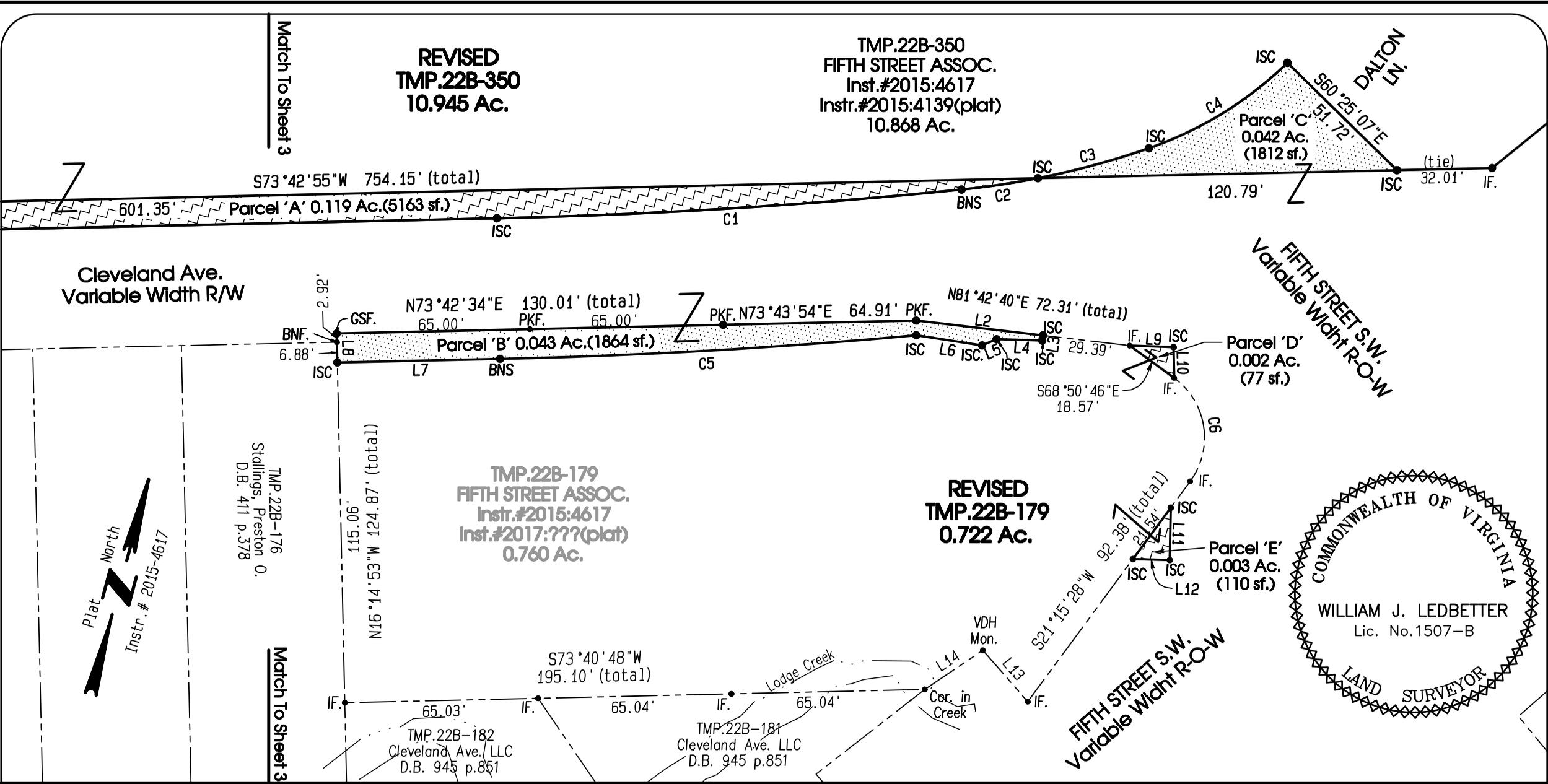
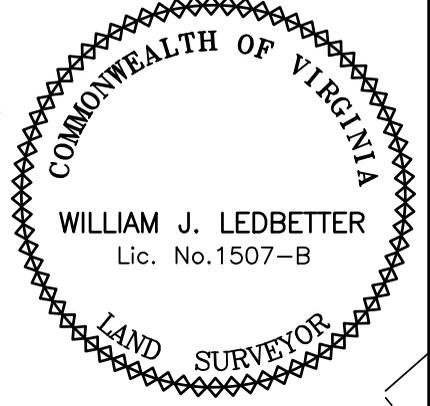
**TMP.22B-179
FIFTH STREET ASSOC.
Inst.#2015:4617
Instr.#2017:???(plat)
0.722 Ac.**

**REVISED
TMP.22B-179
0.722 Ac.**

Parcel 'E'
0.003 Ac.
(110 sf.)

TMP.22B-182
Cleveland Ave. LLC
D.B. 945 p.851

TMP.22B-181
Cleveland Ave. LLC
D.B. 945 p.851



ROUDABUSH, GALE & ASSOCIATES, INC.

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SCALE 1" = 40'



SCALE IN FEET

OCTOBER 19, 2017

SCALE: 1" = 40'

SHEET 2 of 3

FILE: 8081

Q:\NMORRIS\TMPROJ\Johnson Village\2016 JOHNSON VILLAGE\ALTA_SURVEY\ALTA_PLAT.pro

TMP.22A-03-AA
 HOMEOWNERS ASSOCIATION
 OF CH & JV INC
 Instr.#2011:2782

N16°17'04"W
 141.49' (tie IF.)
 ISC

TMP.22B-350
 FIFTH STREET ASSOC.
 Inst.#2015:4617
 Instr.#2015:4139(plat)
 10.868 Ac.

Match To Sheet 2

REVISED
 TMP.22B-350
 10.945 Ac.

S73°42'55"W 754.15' (total)

601.35' Parcel 'A' 0.119 Ac.(5163 sf.)

N73°42'56"E 419.14'

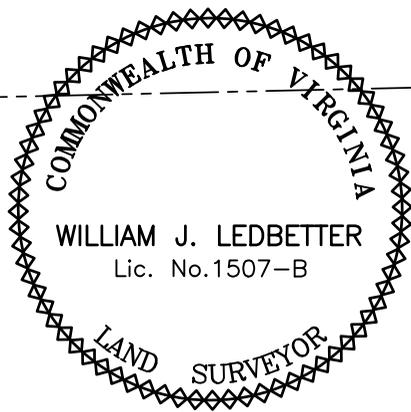
Cleveland Ave.
 Variable Width R/W

N73°42'34"E 130.01' (total)
 65.00' PKF. 65.00'

Parcel 'B' 0.043 Ac.(1864 sf.)

BNF. 2.92'
 GSF.
 6.88' ISC

L7 BNS



R/W LINE TABLE

LINE	BEARING	DISTANCE
L1	S16°17'05"E	9.45'
L2	N81°42'40"E	42.92'
L3	S08°17'20"E	1.74'
L4	S76°43'41"W	15.38'
L5	S51°39'53"W	5.30'
L6	S83°47'15"W	22.39'
L7	S73°42'56"W	54.74'
L8	N16°14'53"W	9.81'
L9	N77°00'00"E	14.79'
L10	S16°09'14"E	10.44'
L11	S13°54'25"E	17.73'
L12	S76°38'19"W	12.41'
L13	N55°58'20"W	23.01'
L14	S40°53'17"W	23.61'

R/W CURVE TABLE

LINE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
C1	1981.20'	156.64'	4°31'48"	N71°27'02"E	156.60'
C2	276.20'	25.95'	5°22'56"	N66°29'40"E	25.94'
C3	276.20'	38.70'	8°01'42"	N59°47'21"E	38.67'
C4	126.20'	55.26'	25°05'25"	N43°13'48"E	54.82'
C5	2028.75'	140.23'	3°57'37"	N71°44'07"E	140.20'
C6	25.00'	39.27'	90°00'00"	S23°44'32"E	35.36'



TMP.22B-176
 Stallings, Preston O.
 D.B. 411 p.378

N16°14'53"W 124.87' (total)
 115.06'

TMP.22B-179
 FIFTH STREET ASSOC.
 Instr.#2015:4617
 Instr.#2017:???(plat)
 0.760 Ac.

Match To Sheet 2

S73°40'48"W
 195.10' (total)

TMP.22B-182
 Cleveland Ave./LLC
 D.B. 945 p.851

ROUDABUSH, GALE & ASSOCIATES, INC.

ENGINEERS, SURVEYORS AND LAND PLANNERS



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SCALE 1" = 40'



SCALE IN FEET

OCTOBER 19, 2017

SCALE: 1" = 40'

**City of Charlottesville.
MEMO.**



To: Members of City Council.
From: Christopher Cullinan, Director of Finance.
Leslie Beauregard, Assistant City Manager.
Date: December 18, 2017.
Subject: **F.Y. 2017 End of Year Adjustments Revisions.**

The FY2017 memo and appropriation was first presented to City Council for a first reading on Monday, December 4, 2017. The memo and appropriation attached has been amended to include three additional funding requests. The additional appropriations include:

Council Reserve – Racial Equity and Engagement	\$1,000,000
Police Portable Multi-Camera System	\$ 47,000
Downtown Mall Restrooms	\$ 250,000

Actions Required

- a. Motion to amend, second and a vote on the amendments made since the first appropriation reading on December 4, 2017.
- b. Final vote to adopt the FY2017 Year-End Appropriation

Cc: Craig Brown, City Attorney.

CITY OF CHARLOTTESVILLE, VIRGINIA. CITY COUNCIL AGENDA.



Agenda Date: December 18, 2017.

Action Required: Council Appropriations.

Presenter: Christopher Cullinan, Director of Finance.

Staff Contacts: Christopher Cullinan, Director of Finance.
Leslie Beauregard, Assistant City Manager.

Title: Year End Adjustments- FY 2017 and General Fund Balance
Transfer.

Background:

After the annual financial records audit, City management makes recommendations for one-time appropriations and transfers to other funds, depending on the funds available after closing the fiscal year.

Discussion:

For the fiscal year ending June 30, 2017 (fiscal year 2017), the City's General Fund ended with a positive surplus of \$8,941,570 or 5.2% within adopted budget. Revenues performed better than expected while City departments spent less than budgeted. These results and performance are consistent with the City's recent financial performance.

A detailed discussion of revenue and expenditures performance is listed below.

Revenues

The fiscal year 2017 actual revenues were \$6,502,691 over budget or 3.8% over the adopted budget. Several of the positive revenue results are indicative of Charlottesville's robust economy. Significant revenue budget variances were as follows:

- **Real Estate Tax** was \$2,478,092 over budget due to assessed values that were higher than originally budgeted primarily for commercial properties.
- **Lodging Taxes** were \$879,882 over budget due to more rooms being constructed and higher room rates and occupancy levels.

- **Meals Tax** was over budget by \$446,648. This revenue source continues to show strong growth.
- **Personal Property Taxes** were \$290,177 over budget primarily due to overall growth being more than anticipated. There have been increases in the total number of vehicles and new purchases.

The City of Charlottesville has a revenue forecasting team that consists of members from Budget, Finance, Treasurer, Commissioner of Revenue, and Economic Development. This team meets on a regular basis to review budget versus actual revenue during the year. The team also monitors and tracks trends to keep management informed as revenue forecasts change.

Expenditures:

Expenditures were under budget by \$2,438,879 or 1.4% of the adopted budget. Significant budget savings were as follows:

- **Parks and Recreation** was under budget by \$631,592 due a variety of factors. There were numerous vacancies across the department resulting from a combination of retirements, departures, and promotions. Contractual tree services were under budget as a result of the Urban Forester position being vacant due to a retirement.
- **Transit** transfer from the General Fund was under budget by \$258,639 as a result of an Assistant Manager/Maintenance position being vacant and lower fuel costs.
- **Community Service Act Local Match** was under budget by \$282,726. The total number of children served in FY2017 compared to FY 2016 increased by 21% (387 compared to 319). However, a majority of the children are being served in the community instead of congregate care. The local match rate for community based services is half the regular match rate. Hence the local expenditures only increased by 7% account for the \$282,000 in savings.
- **Commonwealth Attorney** was under budget by \$281,867 due to position vacancies.
- **Social Services local matching funds** required were \$216,422 less than the amount budgeted largely because of position vacancies within the Social Services department. In FY17 the department had 21 vacancies due to promotion, resignation or retirement.
- **The Charlottesville Albemarle Joint Security Complex** was \$193,504 under budget. Full utilization of the work release and VDOT programs resulted in additional revenues while expenses were less than budgeted due to several vacancies.
- **Citywide 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 \$4,214,844 be approved and carried over in the Fiscal Year 2018 budget.

Attached is Exhibit I which provides a summary of appropriations requested. There is a balance of \$4,726,726 after the recommendations, which the City Manager recommends be placed in the Capital Improvement Program Fund for future programming.

Community Engagement:

A public hearing will be held to discuss these year-end results and accompanying appropriation of carryover funds.

Budgetary Impact:

Policy Recommendation for Fund Balance Excess

- The remaining \$4,726,726 is recommended to be transferred to the Capital Improvement Fund contingency for future or unforeseen capital needs.

This recommendation is in accordance with our financial policy and allows the City to contribute more towards a “pay as you go” (PAYGO i.e. cash) C.I.P. versus issuing bonds. This is something the bond rating agencies track closely and consider a good financial management practice.

Alignment with Council Vision Areas and Strategic Plan:

This resolution serves to close out and summarize the financial results of fiscal year 2017 and as such aligns with Goal 4 of the Strategic Plan, to be a well-managed and successful organization.

Recommendation:

Staff recommend that Council approve the attached resolution.

Alternatives:

Amend the Recommendations.

Attachments:

1. Memo- End of Year Adjustments.
2. FY 2017 Year End Appropriation.

Exhibit 1

Fiscal year End 2017

Revenue over Budget	6,502,691
Expenditures under Budget	<u>2,438,879</u>
Balance under Budget	8,941,570

RECOMMENDED APPROPRIATIONS

Community Arts Coordination Funding	57,000
Finance/Assessor Co-Star Subscription	5,400
City Attorney - City Code Recodification	14,000
City Attorney - Record Scanning Service	7,625
Circuit Court - Library of Virginia Grant	30,000
NDS - Standards and Design Manual	110,037
NDS - 3-D Modeling for Proposed Zoning and Development	200,000
NDS - Pole Camera System	16,000
Police - Protective Equipment	70,700
Sheriff - Protective Equipment	15,000
Parks and Recreation - City Market Lease	19,000
Parks and Recreation - Tonsler Splash Pad	10,000
Public Works - Schools Maintenance -Buford Building Automation System	130,000
Public Works - Streets - Salt Storage Facility	300,000
Public Works - Traffic - Sign Retro-Reflectivity Study	70,000
Citywide Reserve -August 12th Review Funding	350,000
Citywide Reserve	300,000
P3 Strategic Planning	9,372
Land Bank Corporation	120,000
Council Reserve - Vinegar Hill Monument Contingency Grant	25,000
Council Reserve - Incarceration Diversion Opportunities for Low Risk Offenders	99,000
Council Reserve - Racial Equity and Engagement	1,000,000
Corporate Training - Employee Self-Service Portal, Electronic Open Enrollment, Performance Evaluation System	200,000
Toy Lift Donations	1,111
Transfer to Parking Fund - Parking Development Contribution Transfer	52,599
Transfer to Retirement Fund	506,000
Transfer to CIP - Water Street Pedestrian Crossing	50,000
Transfer to CIP - Police Fleet Cameras	150,000
Transfer to CIP - Police Portable Multi-Camera System	47,000
Transfer to CIP - Downtown Mall Restrooms	250,000
	(4,214,844)

Surplus Fiscal Year End 2017 **\$ 4,726,726**

Transfer to CIP **\$ (4,726,726)**

Remaining Surplus 0.00

Summary of Prior Year Results

	Revenue	Expenses	Balance Under Budget
Year ended June 30, 2016	\$ 2,924,529	\$ 3,071,050	\$ 5,995,579
Year ended June 30, 2015	1,962,858	2,353,748	4,316,606
Year ended June 30, 2014	1,566,171	1,419,986	2,986,157
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

**City of Charlottesville.
MEMO.**



To: Members of City Council.
From: Christopher Cullinan, Director of Finance.
Leslie Beauregard, Assistant City Manager.
Date: December 18, 2017.
Subject: **F.Y. 2017 End of Year Adjustments.**

In order to close the City's financial records for F.Y. 17 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 - Grants Funds.
- Section V – Utility Funds.
- Section VI – School Gainsharing.
- Section VII – Parking Enterprise Fund.

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.

- Community Arts Coordination - \$57,000.
These unspent funds will be used to fund the coordination of community arts upon future direction of City Council.
- Finance/Assessor - \$5,400.
These unspent funds will be used to purchase two CoStar Program licenses. This software provides access to a

proprietary data base of real-time commercial real estate transaction data that can be used to more accurately appraise commercial and industrial property values.

- City Attorney - \$21,625.
These carryover funds will be used to complete the City Code recodification and for record scanning services.
- Circuit Court - \$30,000.
These carryover grant funds will be used to complete a records preservation project.
- Neighborhood Development Services - \$326,037.
\$110,037 will be used to facilitate the completion of the review and revision of the City's Standard and Design Manual. These funds are being requested in addition to the \$200,000 previously allocated to this effort (as part of FY 16 year end process). The initial fee estimate from the consultant was approximately \$330,000. Staff negotiated the scope and fee to bring it under \$200,000, but as a result, certain aspects of the manual had to be moved to optional services. These optional services include Construction Details, Specifications and updated Forms/Checklists. This additional funding will provide the funding to complete the Construction Details, Specifications and updated Forms/Checklists, all which are an integral part of the manual, and without them, we will have an incomplete manual. \$16,000 will be used to purchase a pole camera system and \$200,000 will be used to develop a 3-D modeling system that can be used to show existing built conditions, build out at current zoning, and build out at a different proposed zoning scenarios including form-based code.
- Police - \$70,700.
These unspent funds will be used to purchase officer protective equipment.
- Sheriff - \$15,000.
These unspent funds will be used to purchase officer protective equipment.
- Parks and Recreation - \$29,000.
These funds will be used to pay the excess costs for the lease on the parking lot used for the current market location and to

fund the additional seasonal maintenance for the Tonsler Splash Pad. Funding for these two items are not in the current operational budget for FY18 and the expenses are expected to be realized during the current fiscal year.

- Public Works- School Maintenance - \$130,000.
These funds will be used to replace the out-dated building automations system at Buford Middle School.
- Public Works - Streets - \$300,000.
These funds will be used to replace the City's salt storage facility.
- Public Works - Traffic - \$70,000.
These funds will be used to conduct a traffic sign retro-reflectivity study to determine any compliance gaps. There is a legal mandate to identify and replace any signs that are not in compliance.
- Citywide Reserve - \$650,000.
These funds will be appropriated and available for the City Manager to use to cover unexpected costs that may occur during the year.. \$350,000 of this will fund the August 12th review study being completed.
- P3/Strategic Planning - \$9,372.
These unspent funds will be carried over and used to further the City's strategic planning efforts.
- Land Bank Corporation - \$120,000.
These funds will be appropriated and available for Council's land bank initiative.
- Council Reserve - \$1,124,000.
These funds will provide financial support to fund the Vinegar Hill Monument (an amount not to exceed \$25,000) and also provide funding support for the Incarceration Diversion Opportunities for Low Risk Offenders program (\$99,000). The funding for the Vinegar Hill Monument is contingent upon Council's receipt of documentation that the additional necessary funds for the monument are on hand and will be considered a continuing appropriation that will expire on December 4, 2019 unless further altered by City Council. \$1,000,000 in additional funds will also be

added to this account and used to address issues discussed by City Council on December 4, 2017 which included racial equity scan, citizen engagement/facilitation, strategies for capitalizing CRHA and mitigation of impacts of gentrification. Council will specifically designate the use of these funds at a later date.

- Corporate Training - \$200,000.
These funds will be used to procure and implement an online employee self-service portal, an open enrollment system and an employee performance evaluation system.
- Toy Lift Donations - \$1,111.
These funds were received as donations by the City for the annual toy drive and need to be carried and sent to the Toy Lift.

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

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

- Transfer to Parking Enterprise Fund - \$52,599.
The funds were received as parking development fees and will be carried over and appropriated to the Parking Enterprise Fund.
- Transfer to Retirement Fund - \$506,000.
These funds will be carried over and transferred to the Retirement fund. They represent funds not previously transferred due to position vacancies and are needed to fulfill the City's required annual contribution obligation.
- Transfer to Capital Projects Fund - \$50,000.
These funds will be used to make improvements to the pedestrian crossing on Water Street at the Downtown Station.
- Transfer to Capital Projects Fund - \$150,000.
These funds will be used to the purchase of fleet cameras for the Police department.
- Transfer to Capital Projects Fund - \$47,000.
These funds will be used to purchase a portable multi-camera system with multiple communication methodologies and 4 years of

licensing fees and annual maintenance services. This mobile system will provide the Police Department with the ability to monitor activity in remote locations during special events throughout the City.

- Transfer to Capital Projects Fund - \$250,000.
These funds will be used for the installation of a public restroom on or in the vicinity of the Downtown Mall.
- Transfer to Capital Projects Fund - \$4,726,726.
These funds will be transferred to the C.I.P. Contingency fund per the City's financial policy.

II. Capital Projects Fund - \$777,000.

- The sum of \$100,000 received from the schools as F.Y.17 gainsharing funds are appropriated to the Schools Lump Sum project account (SH-018, P-00949).
- The sum of \$180,000 received and held as a maintenance reserve for the Market Street Parking Garage (MSPG) shall be appropriated to the MSPG Equipment account (P-00647).
- The sum of \$50,000 will be used to make improvements to the pedestrian crossing on Water Street at the Downtown Station (SS-010).
- The sum of \$150,000 will be used by the Police department for the purchase of fleet cameras (P-00962).
- The sum of \$47,000 will be used by the Police department to purchase a multi-camera system which will provide them with the ability to monitor activity in remote locations during special events throughout the City (P-00964).
- The sum of \$250,000 will be used for the installation of a public restroom on or in the vicinity of the Downtown Mall (P-00965). Staff will return to Council to present a final recommendation and a request for additional funds if needed.

III. Facilities Repair Fund - \$59,242.

- Courthouse Maintenance (P-00099) - \$26,985 - 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.
- Courthouse Construction (P-00783) - \$32,257 - These unspent restricted court fees will be used for future renovations or construction

projects relating to the courts and will be carried over in the Facilities Repair Fund.

IV. Grants Fund - \$75,066.

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

- \$660 – these funds will be used for additional qualifying State Fire Grant expenditures (1900010).
- \$19,273 – these funds will be used for Crisis Intervention Training mentoring grant from the Virginia Department of Behavioral Health and Development Services (1900225).
- \$41,824 – these funds will be used for Crisis Intervention Training mentoring grant from the Department of Criminal Justice System (1900226).
- \$13,309 - the funds will be used for the operations of the Crisis Intervention Training Program (3101003000).

V. Utility Funds - \$323,000.

- \$149,000 will be used to help fund a cost of service study for three City utilities. The study will be funded from unspent carryover funds in the following manner: \$49,000 from Utility Billing, \$25,000 from the Water Fund, \$25,000 from the Wastewater Fund and \$50,000 from the Gas Operations.
- Gas Fund - \$174,000, these unspent carryover funds will be used to fund the cost of repairs to the wash facility and to fund gas line locating services.

VI. Schools Gainsharing - \$100,000.

In 1998, the School Board and City Council entered into a gainsharing agreement. This agreement mandates that the first \$100,000 to go to facilities for School Capital Improvement Projects, the next \$100,000 is retained by the Schools in the General Fund and then any amount over \$200,000 will be shared equally (50/50) between the School Board and the City. According to the formula \$100,000 will be contributed to the City's School Lump Sum Project Fund.

VII. Parking Enterprise Fund - \$52,888.

\$52,888 received as parking development fees shall be carried over and appropriated into the parking reserve account in the Parking Enterprise fund.

Cc: Craig Brown, City Attorney.

FY 2017 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, 2017. The memo to Council dated December 18, 2017 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:

9753019000. Community Arts Coordination.	\$ 57,000.
2041001000. Finance/Assessor.	\$ 5,400.
1701001000. City Attorney.	\$ 21,625.
1101001000. Circuit Court.	\$ 30,000.
3901001000. Neighborhood Development Services.	\$ 326,037.
3101001000. Police Department	\$ 70,700.
1501001000 Sheriff	\$ 15,000.
3691001000. Parks and Recreation.	\$ 29,000.
2422003000. Public Works -School Maintenance.	\$ 130,000.
2443002000. Public Works – Streets	\$ 300,000.
2471001000. Public Works – Traffic.	\$ 70,000.
1631001000. Citywide Reserve.	\$ 650,000.
1601003000. P3/Strategic Planning.	\$ 9,372.
1651001000. Land Bank Corporation.	\$ 120,000.
1011001000. Council Reserve.	\$ 1,124,000.
2223001000. Corporate Training.	\$ 200,000.
1611001000. Toy Lift Donation – Market Vendors.	\$ 1,111.

Total Section 1 (a). \$ 3,159,245.

(b) Additional Transfers and Appropriations.

9803030000. Transfer to Parking Enterprise Fund.	\$ 52,599.
9803030000. Transfer to Retirement Fund.	\$ 506,000.
9803030000. Transfer to Capital Projects – Water St. Crossing.	\$ 50,000.
9803030000. Transfer to Capital Projects – Fleet Cameras.	\$ 150,000.
9803030000. Transfer to Capital Projects – Portable Cameras.	\$ 47,000.
9803030000. Transfer to Capital Projects – Downtown Restrooms.	\$ 250,000.
9803030000. Transfer to Capital Projects Contingency Fund.	\$ 4,726,726.

Total Section 1 (b). \$ 5,782,325.

II. Capital Projects Fund (426).

- The sum of \$100,000 received from the schools as F.Y.17 gainsharing funds be appropriated to the Schools Lump Sum project account (SH-018, P-00949).

- The sum of \$180,000 received and held as a maintenance reserve for the Market Street Parking Garage (MSPG) shall be appropriated to the MSPG Equipment account (P-00647).
- The sum of \$50,000 will be used to make improvements to the pedestrian crossing on Water Street at the Downtown Station (SS-010).
- The sum of \$150,000 will be used by the Police department for the purchase of fleet cameras (P-00962).
- The sum of \$47,000 will be used by the Police department to purchase a multi-camera system which will provide them with the ability to monitor activity in remote locations during special events throughout the City (P-00964).
- The sum of \$250,000 will be used for the installation of a public restroom on or in the vicinity of the Downtown Mall (P-00965).

III. Facilities Repair Fund (107).

- Courthouse Maintenance (P-00099) - \$26,985 - 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.
- Courthouse Construction (P-00783) - \$32,257 – These unspent restricted court fees will be used for future renovations or construction projects relating to the courts and will be carried over in the Facilities Repair Fund.

IV. Grants Fund (209).

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

- \$660 – these funds will be used for additional qualifying State Fire Grant expenditures (1900010).
- \$19,273 – these funds will be used for Crisis Intervention Training mentoring grant from the Virginia Department of Behavioral Health and Development Services (1900225).
- \$41,824 – these funds will be used for Crisis Intervention Training mentoring grant from the Department of Criminal Justice System (1900226).
- \$13,309 - the funds will be used for the operations of the Crisis Intervention Training Program (3101003000).

V. Utility Funds (611, 621 and 631).

- \$149,000 will be used to help fund a cost of service study for three City utilities. The study will be funded from unspent carryover funds in the

following manner: \$49,000 from Utility Billing, \$25,000 from the Water Fund, \$25,000 from the Wastewater Fund and \$50,000 from the Gas Operations.

- Gas Fund - \$174,000, these unspent carryover funds will be used to fund the cost of repairs to the wash facility and to fund gas line locating services.

VI. Schools Gainsharing.

In 1998, the School Board and City Council entered into a gainsharing agreement. This agreement mandates that the first \$100,000 to go to facilities for School Capital Improvement Projects, the next \$100,000 is retained by the Schools in the General Fund and then any amount over \$200,000 will be shared equally (50/50) between the School Board and the City. According to the formula \$100,000 will be contributed to the City's School Lump Sum Project Fund.

VII. Parking Enterprise Fund (650).

\$52,888 received as parking development fees shall be carried over and appropriated into the parking reserve account in the Parking Enterprise fund.

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



Agenda Date:	December 18, 2017
Actions Required:	Yes (First Reading of Chapter 18 Ordinance Amendments)
Staff Presenter:	Craig Brown, City Attorney
Staff Contacts:	Craig Brown, City Attorney Brian Daly, Director of Parks and Recreation
Re:	Proposed Amendments to City Code Chapter 18 – Permits for Special Event and Demonstrations

Background:

During the past several months City staff, with the assistance of attorneys from the law firm K & L Gates, has been working on revisions to the City Standard Operating Procedures that govern the issuance of permits for demonstrations and special events. While the City has had an SOP for these types of permits for a number of years, the large scale volatile events of this past summer illustrated the need to revise the regulations.

The City's Standard Operating Procedures are not ordinances or resolutions, but rather regulations that are adopted administratively by the City Manager. The new SOP for Special Events and Demonstrations, a copy of which is attached, was approved by the City Manager on Tuesday, December 12, 2017, and became effective immediately. This new SOP will govern all future applications to use City property for demonstrations or special events. Due to the importance and public interest in these regulations we have placed them on Council's agenda, to provide an opportunity for Councilors to ask questions, make suggestions or express concerns. If necessary the SOP can then be amended again by the City Manager to reflect those suggestions or concerns.

Staff is also proposing a new Article in City Code Chapter 18 (Parks and Recreation), that tracks some of the language from the Special Events and Demonstrations SOP. These new ordinances, which do require City Council approval, provide an enforcement mechanism in the event there are violations of specified provisions of the SOP, as recited in the ordinance.

Discussion:

The following are some of the more significant changes in the new SOP:

- Sections 3.1.9 (page 3) and 3.4.5 (i) (page 9) establish a list of “prohibited items” that are not allowed at events without prior permission from the City;
- Section 3.2.1 requires a permit for events that involve 10 or more persons; the prior SOP did not require a permit for demonstrations of fewer than 50 people, or for demonstrations that did not occur within a City right-of-way. The new SOP also recognizes that permits are not required for a “spontaneous” demonstration.
- Section 3.3.2 requires applications to be submitted at least 60 business days in advance of an event, if the event requires a street closure or provision of public safety personnel. Section 3.3.2 also requires the sponsor to include a greater level of information about the proposed event in the application. An application may not be submitted more than six months prior to the proposed date of an event (section 3.4.1).
- Section 3.3.2 (c) allows a waiver of costs, fees and monetary obligations if payment would cause a bona fide financial hardship.
- Section 3.4.4 allows the City Manager to request additional information about the proposed event from the sponsor, and to deny, modify, limit or condition the permit if the sponsor does not provide the additional information.
- Section 3.4.6 also allows the City Manager to place reasonable time, place or manner conditions on a permit, such as relocating the event to an alternative venue or limiting the number of persons allowed at a specific event.
- Section 3.4.7 increases the automatic approval provision from 10 days to 30 days if the event involves a street closure or the provision of public safety personnel.

Community Engagement:

The Standard Operating Procedure for Special Events and Demonstrations on City property has been adopted without prior community engagement.

Budget Impact:

No impact on the City budget is anticipated from the ordinance amendments or adoption of the new SOP.

Recommendation:

Staff recommends that City Council provide feedback to staff on the recently adopted SOP for Special Events and Demonstrations on City property, and approve the proposed amendments to City Code Chapter 18.

Alternatives:

City Council can decline to amend Chapter 18, or approve amendments other than those proposed.

Attachments:

Proposed Amendments to Chapter 18
Regulations for Special Events and Demonstrations on City Property

AN ORDINANCE
AMENDING AND REORDAINING CHAPTER 18 (PARKS AND RECREATION)
OF THE CODE OF THE CITY OF CHARLOTTESVILLE, 1990, AS AMENDED, BY
ADDING A NEW ARTICLE III ENTITLED “PERMITS FOR
SPECIAL EVENTS AND DEMONSTRATIONS”

BE IT ORDAINED by the Council for the City of Charlottesville, Virginia that Chapter 18 (Parks and Recreation) of the Code of the City of Charlottesville, 1990, as amended, is hereby amended and reordained by adding a new Article III entitled “Permits for Special Events and Demonstrations”, which Article shall read as follows:

ARTICLE III. PERMITS FOR SPECIAL EVENTS AND DEMONSTRATIONS

Sec. 18-21. Purpose.

The purposes of this Article are to:

(a) To establish procedures and standards governing the use of public property by non-City organizations and individuals for the purpose of conducting events, and to ensure the preservation of public convenience in the use of city streets and outdoor areas, the preservation of public order and safety, and the defraying of administrative expenses associated with certain types of uses; and,

(b) To protect the right of persons and groups to organize and participate in peaceful assemblies to express their political, social, religious, or other views on City streets, sidewalks, other public ways, parks, and other public lands, subject to reasonable restrictions designed to protect public safety, persons, and property, and to accommodate the interest of persons not participating in such assemblies in not having their ability to use City streets, sidewalks, and other public ways to travel to their intended destinations, City parks for recreational purposes, and other City lands for their intended purposes unreasonably impaired.

(c) The application of the provisions of this Article, and any rules and regulations adopted pursuant to these provisions, shall be without regard to the content of the beliefs expressed or anticipated to be expressed during any permitted event.

Sec. 18-22. Definitions.

“Community event” shall mean the events listed in Sec. 28-29(c) of the City Code, and such other events designated by City Council as “community events” from time to time.

“Demonstration” shall refer to an event involving non-commercial expression protected by the First Amendment of the United States Constitution (such as picketing, political marches, speechmaking, vigils, walks, etc.) conducted on public property, the conduct of which has the effect, intent or propensity to draw a crowd or onlookers. This term does not include casual activity by persons which does not have an intent or propensity to attract a crowd or onlookers. The term “demonstration” shall exclude (i) any events conducted by Tenant of the Economic Development Authority of the City of Charlottesville (“CEDA”) under the Pavilion Lease dated September 20, 2004 (i.e., all “*Operator Events*” as that term is defined within that Pavilion Lease), and (ii) any events conducted by the Thomas Jefferson Center for Freedom of Expression within the area leased to it for and in connection with the First Amendment Monument.

“Event” may refer either to a demonstration or a special event, or to demonstrations and special events, collectively.

“Open burning and open fire” have the same meaning as set forth in Charlottesville City Code § 12-2.

“Open flame” means fire whose flame is supported by a wick, oil or other slow-burning means to sustain itself. “Open flame” includes, but is not limited to, flame producing devices such as candles, torches, and juggling or other fire artist equipment.

“Prohibited items” shall mean (i) all items prohibited by law from being held, carried, displayed, worn or otherwise used in public, (ii) items banned from public or park lands, (iii) any BB guns, pellet guns, air rifles or pistols, paintball guns, pellet guns, nun chucks, tasers, stun guns, heavy gauge metal chains, lengths of lumber or wood, poles, bricks, rocks, metal beverage or food cans or containers, glass bottles, axes, axe handles, hatchets, ice picks, acidic or caustic materials, hazardous, flammable, or combustible liquids, dogs (except service dogs), skateboards, swords, knives, daggers, razor blades or other sharp items, metal pipes, pepper or bear spray, mace, aerosol sprays, catapults, wrist rockets, bats, sticks, clubs, drones, explosives, fireworks, open fire or open flames, or other item considered an “implement of riot”, (iv) any items capable of inflicting bodily harm when these items are held or used in an intimidating, threatening, dangerous or harmful manner, and (v) law enforcement or military-like uniforms or uniform-like clothing, badges, insignia, shields, hats, helmets, masks, equipment and other items that when held, carried, displayed or worn tend to suggest or imply that the wearer is a current member of law enforcement, the military or a private militia.

“Special event” shall refer to sports events, pageants, celebrations, historical reenactments, carnivals, music festivals and other entertainments, exhibitions, dramatic presentations, fairs, festivals, races (i.e., runs/walks), block parties, parades and other, similar activities, conducted on public property, which (i) are not demonstrations, and (ii) are engaged in by 10 or more persons. The term “special event” shall be construed to include a community event or private organization celebration held in or on city-owned property and is attended by

more than 10 people. The term “special event” shall *exclude* (i) any events conducted by CEDA’s Tenant under the Pavilion lease dated September 20, 2004 (i.e., all “Operator Events” as that term is defined within the Pavilion lease), and (ii) any events conducted by the Thomas Jefferson Center for Freedom of Expression within the area leased to it for and in connection with the First Amendment Monument; and (iii) gatherings of ten or more people in a park for general recreational or sports activities.

“Sponsor” shall mean the person (as defined above) or persons who sign, or whose authorized representative(s) sign, an application for an event permit and who will be responsible under the permit, if issued, for ensuring that the event will be conducted in accordance with these regulations. Where a purported sponsor is not a legal entity, the sponsor shall be the individual(s) signing the permit application.

Sec. 18-23. Permit required.

(a) The City Manager is authorized to adopt standard operating procedures that establish a permit application process to be administered through the City Department of Parks and Recreation. The procedures shall also provide for the grant or denial of permit applications within specified times; establish the grounds for revocation of an approved permit; provide for the application of reasonable time, place and manner regulations for permitted events; establish reasonable fees, charges, rentals and insurance and indemnification requirements; and restrict the possession or use of prohibited items, as defined herein, during the event.

(b) Any person intending to hold or sponsor an event on any City-owned or leased property must first obtain a permit through the City Department of Parks and Recreation, unless (i) the event is exempt from permitting requirements under the standard operating procedures promulgated by the Charlottesville City Manager, or (ii) such person is holding or sponsoring such event pursuant to a valid permit issued by the City Manager pursuant to another Chapter of this Code.

(c) By accepting a permit issued by the City pursuant to this Article, the Sponsor represents that (1) all information included or presented as part of the permit application was, to the best of the Sponsor’s information and belief, complete and correct; (2) that all terms and conditions of such permit have been or will be complied with; and (3) that a copy of the permit will be made available for inspection by any City representative during the event.

Sec. 18-24. Insurance requirements.

(a) To further the goal of public safety and to protect the City of Charlottesville and its officers, officials and employees from claims for damage to property or bodily injury occurring during the event, the sponsor of an event shall be required to furnish a general liability and

property damage insurance contract insuring the Sponsor's liability for personal injury and death and damages to property resulting from its use of public property. The required general liability and property damage insurance, unless waived in whole or in part, shall be provided in an amount not less than \$1,000,000, and the insurance policy shall name the City (including its officers, officials, employees and agents), as additional insured parties to the insurance contract.

(b) This insurance requirement may be waived, in whole or in part, by the City Manager or his or her designee because: (1) the cost of the insurance will result in a documented financial hardship to the sponsor, or (2) for an event that does not (i) pose a high level of liability risk to the City or a material risk to public safety, and (ii) does not involve any inherently dangerous activity. A written request to waive or modify any insurance requirement must be made by the sponsor at the time a permit application is submitted. An approval or denial of the request will be made in writing to the event sponsor.

(c) The decision on whether the insurance requirement will be waived in whole or in part will be based on the following factors: (1) whether the event and planned activities present a risk of personal injury or property damage; (2) whether the event involves a large number of participants relative to the size of the event venue; (3) whether the event involves the preparation and sale of food; (4) the duration of the event; and (5) whether the event involves transportation or installation of heavy equipment, or the installation of a stage or other temporary structures. Provided however, that, in deciding whether insurance will be required or waived for a demonstration the City Manager or his or her designee shall not consider the number of anticipated onlookers or counter-demonstrators, the potential risk of property damage or bodily injury that may be caused by onlookers or counterdemonstrators, nor the possibility that the demonstration will be controversial in nature.

Sec. 18-25. Violations and penalties.

The following conduct is declared to be unlawful and shall be, upon conviction, punishable as a Class IV misdemeanor, unless a greater penalty is authorized and imposed in any other Chapter of this City Code or by the laws of the Commonwealth of Virginia:

(a) Sponsoring, holding or conducting an event for which a permit is required, without first obtaining a permit;

(b) Sponsoring, holding or conducting a permitted event on days or at times not authorized by the permit;

(c) Intentionally providing false, misleading or incomplete information in a permit application;

(d) Failing to comply with any terms or conditions placed on a permit;

(e) The failure to comply during an event with any lawful directive of a law enforcement officer, or with any lawfully posted public sign, direction or instruction;

(f) Climbing upon any tree, or any wall, fence, shelter, fountain, statue, or any other structure not specifically intended for climbing purposes;

(g) Rendering any part of the event venue dangerous, unsafe or unsuitable for use by others;

(h) Closing any street or public right-of-way, or using such street or right-of-way in a manner that obstructs vehicular or pedestrian passage, without first obtaining a street closing permit;

(i) Holding, carrying, displaying or using any prohibited item as defined herein within the area where a permitted event is taking place, without the prior written consent of the City Manager or his or her designee;

(j) Throwing or propelling objects of a potentially dangerous nature, including but not limited to rocks, bottles, sticks, staffs, glass objects or cans;

(k) Engaging in a course of conduct or committing any act that endangers the public welfare or safety of others;

(l) Damaging landscaping, plantings, improvements, equipment or structures located on City property where the event is being held.

In addition to the criminal sanctions authorized herein, any person engaging in the unlawful conduct proscribed by this section, or who violates any ordinance in this Article, may also be held civilly liable for any damages or loss, and may be banned from the future use of City-owned property for a specified period of time.

CITY OF CHARLOTTESVILLE
STANDARD OPERATING PROCEDURE



Type of Policy: ADMINISTRATIVE	Department: City Wide
	Policy Number 100-04
Authorization: Maurice Jones, City Manager	Revisions: April 10, 2001; February 6, 2003; February 17, 2004; May 5, 2005; July __, 2006; December 27, 2006; July 31, 2008; November 20, 2009; December 1, 2009; August 12, 2010; December __, 2017
Signature of City Manager	Effective Date: 12/___/2017

CITY OF CHARLOTTESVILLE
STANDARD OPERATING PROCEDURE

Regulations for Special Events and Demonstrations on City Property

1.0. PURPOSES

- 1.1. To establish procedures and standards governing the use of public property by non-City organizations and individuals for the purpose of conducting events, and to ensure the preservation of public convenience in the use of city streets and outdoor areas, the preservation of public order and safety, and the defraying of administrative expenses associated with certain types of uses.
- 1.2. To protect the right of persons and groups to organize and participate in peaceful assemblies to express their political, social, religious, or other views on City streets, sidewalks, other public ways, parks, and other public lands, subject to reasonable restrictions designed to protect public safety, persons, and property, and to accommodate the interest of persons not participating in such assemblies in not having their ability to use City streets, sidewalks, and other public ways to travel to their intended destinations, City parks for recreational purposes, and other City lands for their intended purposes unreasonably impaired.

2.0. CITY DEPARTMENTS/ORGANIZATIONS AFFECTED

The City Manager, directly or through an Events Coordinator, shall manage the scheduling of events on City-owned property. The Police, Fire, Public Works (Traffic and Facilities Management Divisions), Transit, Neighborhood Development Services (NDS) and Parks and

Recreation Departments shall have an opportunity to review event applications and propose reasonable time, place and manner modifications thereto and conditions thereon in keeping with these ordinances and the purposes stated in section 1.0 above.

3.0. POLICY

3.1. Definitions

- 3.1.1. “Advertising” and “Advertisement” shall mean anything containing any words, symbols, pictures and/or logos directing attention to any business or to any commodity or service for sale to the public; excluding, however: (i) a price sign, a sign or logo identifying the name of a vendor and item being sold by that vendor, when such signs are located within an area specifically delineated as part of an event and the vendor holds a valid permit, (ii) a sign or logo naming the sponsor(s) of an event, and (iii) stands or vehicles with semi-permanent or permanently installed signs, if being used for authorized recreational activities or events. (C.Ref. State Code 15.2-2013(1): advertising prohibited in streets temporarily closed to public use).
- 3.1.2. “Community event” shall mean the events listed in Sec. 28-29(c) of the City Code and in Section 3.7 below, and such other events designated by City Council as “community events” from time to time.
- 3.1.3. “Demonstration” shall refer to non-commercial expression protected by the First Amendment of the United States Constitution (such as picketing, political marches, speechmaking, vigils, walks, etc.) conducted on public property, the conduct of which has the effect, intent or propensity to draw a crowd or onlookers. This term does not include casual activity by persons which does not have an intent or propensity to attract a crowd or onlookers. The term “demonstration” shall exclude (i) any events conducted by Tenant of the Economic Development Authority of the City of Charlottesville (“CEDA”) under the Pavilion Lease dated September 20, 2004 (i.e., all “*Operator Events*” as that term is defined within that Pavilion Lease), and (ii) any events conducted by the Thomas Jefferson Center for Freedom of Expression within the area leased to it for and in connection with the First Amendment Monument.
- 3.1.4. “Event” may refer either to a demonstration or a special event, or to demonstrations and special events, collectively.
- 3.1.5. “Events Coordinator” means the Director of Parks and Recreation or his designee, or another person designated by the City Manager from time to time. The CEDA Executive Director shall serve as the Events Coordinator for all City/CEDA Events that take place within the Pavilion, and for the day-to-day management of the Pavilion Premises (as the term “Premises” are defined within the Pavilion Lease dated September 20, 2004) outside of the time(s) when the Pavilion Premises are reserved to the CEDA Tenant’s exclusive use.
- 3.1.6. “Open burning and open fire” have the same meaning as set forth in Charlottesville City Code § 12-2.
- 3.1.7. “Open flame” means fire whose flame is supported by a wick, oil or other slow-burning means to sustain itself. “Open flame” includes, but is not limited to, flame producing devices such as candles, torches, and juggling or other fire artist equipment.

- 3.1.8 “Person” shall mean and include any individual, corporation, limited liability company, partnership, limited partnership, association, company, business, non-profit company, trust, joint venture or other legal entity.
- 3.1.9. “Prohibited items” shall mean (i) all items prohibited by law from being held, carried, displayed, worn or otherwise used in public, (ii) items banned from public or park lands, (iii) any BB guns, pellet guns, air rifles or pistols, paintball guns, pellet guns, nun chucks, tasers, stun guns, heavy gauge metal chains, lengths of lumber or wood, poles, bricks, rocks, metal beverage or food cans or containers, glass bottles, axes, axe handles, hatchets, ice picks, acidic or caustic materials, hazardous, flammable, or combustible liquids, dogs (except service dogs), skateboards, swords, knives, daggers, razor blades or other sharp items, metal pipes, pepper or bear spray, mace, aerosol sprays, catapults, wrist rockets, bats, sticks, clubs, drones, explosives, fireworks, open fire or open flames, or other item considered an “implement of riot”, (iv) any items capable of inflicting bodily harm when these items are held or used in an intimidating, threatening, dangerous or harmful manner, and (v) law enforcement or military-like uniforms or uniform-like clothing, badges, insignia, shields, hats, helmets, masks, equipment and other items that when held, carried, displayed or worn tend to suggest or imply that the wearer is a current member of law enforcement, the military or a private militia.
- 3.1.10. “Special event” shall refer to sports events, pageants, celebrations, historical reenactments, carnivals, music festivals and other entertainments, exhibitions, dramatic presentations, fairs, festivals, races (i.e., runs/walks), block parties, parades and other, similar activities, conducted on public property, which (i) are not demonstrations, and (ii) are engaged in by 10 or more persons. The term “special event” shall be construed to include a community event or private organization celebration held in or on city-owned property and is attended by more than 10 people. The term “special event” shall *exclude* (i) any events conducted by CEDA’s Tenant under the Pavilion lease dated September 20, 2004 (i.e., all “Operator Events” as that term is defined within the Pavilion lease), and (ii) any events conducted by the Thomas Jefferson Center for Freedom of Expression within the area leased to it for and in connection with the First Amendment Monument; and (iii) gatherings of ten or more people in a park for general recreational or sports activities.
- 3.1.11. “Sponsor” shall mean the person (as defined above) or persons who sign, or whose authorized representative(s) sign, an application for an event permit and who will be responsible under the permit, if issued, for ensuring that the event will be conducted in accordance with these regulations. Where a purported sponsor is not a legal entity, the sponsor shall be the individual(s) signing the permit application.
- 3.1.12. “Streets” shall mean public streets, sidewalks, walkways, alleys, lanes and highways of the City, including, without limitation, the Downtown pedestrian mall.
- 3.1.13. “Structure” shall mean and include props and displays (such as, but not limited to: crates, crosses, theaters, cages, and statues); furniture and furnishings (such as desks, chairs, tables, bookcases cabinets, platforms, podiums and lecterns); shelters (such as tents, boxes, inflatables, booths and other enclosures); wagons and carts; and all other similar types of property which might tend to harm City land or street areas, including aesthetic interests.

3.2. Permit Requirements

- 3.2.1. Events may be held only pursuant to a permit issued by the City Manager, with the following exceptions: events involving fewer than 10 persons where no space is requested to be reserved, or demonstrations which occur without prior planning or announcement for the purpose of an immediate and spontaneous response to a news-worthy occurrence, may take place without a permit if (i) it is otherwise a lawful assembly conducted in accordance with the regulations set forth in sections 3.5.1 through 3.5.3 and sections 3.5.6 through 3.5.15 herein, (ii) the group will not unreasonably interfere with other events scheduled or taking place concurrently, and (iii) the demonstration does not block streets or access to City property; and (iv) the demonstration does not pose a threat to public safety. Without limitation of the foregoing, demonstrations taking place in response to a news-worthy occurrence more than 48 hours after such news-worthy occurrence will not qualify as spontaneous demonstrations, even without prior planning or announcement, and sponsors of events outside this window must apply for and receive a permit for an event expected to draw 10 or more persons.
- 3.2.2. Wherever these regulations specify that a particular use or activity may be conducted only pursuant to a permit, such permit shall be required in order for that use or activity to be lawful.

3.3. Permit Applications

In cases where a permit for an event is required:

- 3.3.1. Permit applications may be obtained from the Events Coordinator. Subject to obtaining a tent permit where required, tents may be used during an event. Inquiries regarding use of the Pavilion shall be directed to CEDA's Executive Director. Inquiries regarding use of the area surrounding the First Amendment Monument shall be directed to the Thomas Jefferson Center for Freedom of Expression.
- 3.3.2. Applications for permits shall be submitted by the event sponsor in writing, on a form provided by the City, so as to be received by the Events Coordinator at least (i) thirty (30) business days in advance of any event, if not requiring street closure, removal of parking, or provision of public safety personnel, or (ii) sixty (60) business days in advance of any event, if requiring street closure, removal of parking, or provision of public safety personnel. These periods may be reduced by the City Manager with respect to demonstrations only if, upon consultation with the Police Chief, Fire Chief or other appropriate public safety officials, the size and nature of the proposed demonstration will not reasonably require commitment of City resources or personnel in excess of that which are normally available or which can reasonably be made available within the necessary time period, and review of the permit by all appropriate personnel for the purposes contemplated by these ordinances is feasible within the necessary time period. In all cases, sponsors are encouraged to submit requests for permits as far in advance of any event as possible (but not to exceed 6 months). A permit may be denied if, taking into account the size and nature of the proposed event, the City Manager does not have sufficient time to evaluate the proposed event's potential impact upon public safety, persons and property, and the interests of persons not participating in the event being able to use City streets, sidewalks, and other public ways to travel to their intended destinations, City parks for recreational purposes, and other City lands for their intended purposes.

- a. Each application shall specify (i) the name, address and telephone number of a contact person for the sponsor, (ii) the nature of the event, (iii) the date when the event is to be conducted, (iv) the times when the event is to begin and end, and the approximate times when assembly for, and disbanding of, the event are to take place, (v) the location(s) of the event and any assembling or disbanding areas, as well as any related stands or other structures to be used in the event, (vi) the approximate number of persons, animals, and vehicles that will participate in the event, (vii) whether the sponsor will invite, publicize or advertise the event to groups and other persons that the sponsor does not directly represent, (viii) a description of the types of animals, the types of vehicles to be used, the number of bands and other musical units and sound trucks to be used, and the number, type, and size of banners, placards, and signs to be used, (ix) the number of persons who will be designated by the sponsor to monitor the event, and (x) any other information required by these regulations. The sponsor must disclose in an application whether the sponsor requests permission for a prohibited item to be used during a demonstration due to its expressive or symbolic quality relevant to the subject matter of the demonstration, including without limitation symbolic weapons, open flames or other similar items. If the permit grant includes the right to carry or display a prohibited item, such item must be carried or displayed in strict accordance with the terms of the permit and must otherwise at all times conform to applicable law.
- b. Any permit grant will be based on the information provided in the application being, and remaining, complete, accurate and not lacking any material omissions regarding the nature of the event, any structures or items to be used during the event, or any activities to be conducted during an event, which information constitutes conditions and limits on the event. Sponsor will notify the City as soon as practicable if any information in the application is no longer complete or accurate and provide a revised application containing the updated information. The City will promptly review the revised application and notify the sponsor whether the permit will stand, or be revoked, modified or subject to additional conditions or limits. The sponsor will be responsible for notifying the anticipated attendees of any applicable conditions and limits placed on an event and any relevant subject matter of these regulations directly applicable to their conduct at an event, such as the list of prohibited items and the allotted time and location for an event and its initial staging and dispersal, if applicable.
- c. Each application must be accompanied by all required fees and deposits and signed by all sponsors responsible for the event unless, with respect to an application for a demonstration only, the sponsor claims in the application a bona fide financial hardship and the sponsor demonstrates to the City Manager by reasonable evidence that the monetary obligations imposed by these regulations on the event would render the sponsor not reasonably able to conduct the demonstration, in which event the City Manager shall waive, in whole or in part, compliance with the monetary obligations, including the obligations of indemnification, imposed by these ordinances to the extent necessary to enable the sponsor to conduct the demonstration.
- d. The sponsor of (i) an event at which at least 500 people will or may be expected to attend, or (ii) a special event for which admission fees will be charged shall provide the City with the location and number(s) of people who attended the past

three events staged by the sponsor (or the sponsor's officers, directors or other principals). This will assist City officials and public safety personnel in planning for any services which may be necessary in connection with the event, including by contacting counterparts in other jurisdictions for the purpose of assessing the appropriate levels of such services.

- e. Tent permits are required for tents that exceed 900 square feet in size. Permits for tents exceeding 900 square feet can be requested by contacting the City Building Code Office in the Neighborhood Development Services Department. Tents greater than 400 sq. ft. but less than 900 sq. ft. do not require a permit, but must be inspected by the Fire Department prior to use. "Easy-up" and pop-up canopy tents are not permitted on the Downtown Mall under any circumstances.

3.4. Permit Processing.

- 3.4.1. Permit applications for events will be processed in order of receipt. The use of a particular area is allocated in order of receipt of completed applications (including any applicable fees or charges); however, the application of a sponsor who applies for a hardship fee waiver or reduction will not be considered incomplete due to non-payment of any fees or charges unless and until a determination is made that any fees or charges are due and owing from the sponsor and the due date for the fee has passed without the payment having been made. Unless otherwise provided by these regulations, no applications shall be accepted more than six months prior to the proposed date of an event. Upon receipt of a permit application, the Events Coordinator shall promptly deliver a copy of such application to the City Manager, the Police Chief, the Fire Chief, the Directors of the Departments of Parks and Recreation, Public Works, Utilities, Transit and any other City officials whom the City Manager may, from time to time, designate as reasonably necessary to receive and review permit applications, or their respective designees. Such officials shall promptly deliver to the City Manager their recommendations with respect to granting or denying the requested permit, or any modifications, conditions or limits upon which issuance of the permit should be based.
- 3.4.2. **Priority of Use.** Community events shall have priority of use of the particular street or City land specified in section 3.7 of these regulations, and those areas shall be deemed reserved unless released in writing by the sponsor. Other events may be allowed in areas which have been reserved for a community event, if they do not materially interfere with the community event and the community event sponsor consents.
- 3.4.3. **Permit Application Fees.** An application fee shall be paid by the sponsor of every proposed event for which a permit is required. See Appendix A for the amount of the fee. (C.Ref.5-56, 28-5 City Code). If a permit is denied or revoked, the application fee will not be refunded. Appendix A shall not apply to the Pavilion. Fees applicable for use of the Pavilion during time(s) when that area is available for use by the City/CEDA shall be provided by CEDA's Executive Director upon request.
- 3.4.4. **Requests for Information.** Before or after permit issuance, the City Manager or his or her designee may request from the sponsor such additional information with respect to a proposed event as reasonably deemed necessary for evaluating the proposed event's compliance with these regulations and the impact of the proposed event upon public safety, persons, and property, and the interests of persons not participating in the event being able to use City streets, sidewalks, and other public ways to travel to their intended

destinations, City parks for recreational purposes, and other City lands for their intended purposes unreasonably impaired. The sponsor's failure to timely provide such additional information constitutes grounds for denial of a permit request or the modification, conditioning or limiting of a permit.

3.4.5. **Grounds for Rejecting or Revoking a Permit.** A permit may be denied, or its grant may be conditioned or limited by the City Manager, or an issued permit may be revoked upon the following grounds:

- a. Receipt of Multiple Requests: a fully executed application for the same time and place has been received at an earlier time, reserving an area for an event or activities which do not reasonably permit multiple events in the particular area.
- b. Impact on Public Safety: it reasonably appears that the proposed event, due its nature, location, anticipated number of attendees or other factors, will present a threat to public safety or health or would be unlawful (including, without limitation, where a permit or license required by the Health Department or the Virginia Department of Alcoholic Beverage Control has not been obtained).
- c. Incompatible Use: the proposed event is of such a nature or duration that it cannot reasonably be accommodated in the particular area applied for; would be inconsistent or incompatible with the purpose(s) for which the area sought to be reserved is normally used, or with other uses of the area sought to be reserved.
- d. Failure to Meet Conditions: the application proposes activities contrary to one or more of the purposes, conditions or limits specified within these regulations.
- e. No Responsible Person: there is no person authorized to sign an application on behalf of the sponsor applying for a permit and/or there is no person willing or able, as demonstrated to the City Manager by reasonable evidence, to accept responsibility for and perform the sponsor's obligations set forth in these regulations, including, without limitation, the sponsor's indemnification obligations.
- f. In the case of a proposed special event: the proposed special event cannot be accommodated within a reasonable allocation of City funds and/or resources, considering the event's public appeal and the anticipated participation of the general public therein.
- g. In the case of a special event proposed to take within the Pavilion: (i) the Pavilion is not available to the City/CEDA on the date/time requested, under the terms and conditions of the Pavilion lease dated September 20, 2004, or (ii) one or more of the grounds specified in paragraphs a-f above apply.
- h. Failure of the Event to be Consistent with the Application: The City Manager reasonably determines at any time, following consultation with the Police Chief, the Fire Chief, or other appropriate City officials, that any material information set forth in the permit application is incorrect or misleading, or has become since the submission of the application incorrect or misleading and the permit must be revoked, modified, conditioned or limited consistent with these regulations.

- i. **Prohibited Items:** Prohibited items are not allowed at events and an event permit will be denied or revoked if at any time it appears that prohibited items will be used, or are being used, during an event, and the City has not granted special permission in the permit covering such use. It will not be grounds for rejection of a permit that a sponsor wishes event attendees to carry or use a prohibited item in an expressive or symbolic way, including without limitation a symbolic weapon, open flame or other similar item, provided that all attendees must be licensed to carry such weapons if required by law and the use of such items must be otherwise lawful, and further provided that the event sponsor pays for any additional police, fire and emergency medical personnel required to maintain public safety in accordance with these regulations. If any prohibited item for which special permission has been received is held or used during the demonstration in an intimidating, threatening, dangerous or harmful manner, such use will be unlawful and the permit's allowance of such use shall be automatically revoked. The person responsible for the unlawful use of the item will be directed by law enforcement to leave the demonstration area, and any person refusing to do so shall be subject to arrest for trespassing.

Nothing in these regulations shall prohibit a disabled person from carrying, possessing or using a wheelchair, cane, walker, or similar device necessary for providing mobility so that the person may participate in a permitted event.

Nothing in these regulations shall prohibit certified law enforcement officers or other public safety officials acting in their official capacity from carrying or possessing materials, weapons and / or devices used in the performance of law enforcement duties.

- 3.4.6. **Modifying or Placing Conditions or Limits on Permit Grants.** A permit may be modified or its grant may be conditioned or limited by the City Manager where necessary to meet the requirements of these regulations or to further their purposes. Such conditions and limits may include, for example, requiring the event to be relocated to an alternative venue if doing so is required to safely accommodate the number of anticipated attendees or type of event; provided, however, that with respect to demonstrations only, the City Manager shall take into account whether the alternative venue is suitable for communicating the content of the demonstration. The City reserves the right to limit the number of persons allowed at events based on the location or nature of the event, and to require that the sponsor provide a certain number of individuals, who may be volunteers within sponsor's organization, to act as crowd managers to assist with ensuring that the assembly is and remains lawful and in compliance with these regulations and liaising with City officials prior to and during the event.

- 3.4.7. **Notice of Decision.**

- a. Applicants shall be notified of the City's approval or denial of a permit for an event as soon as reasonably practicable after the date on which the application was received. The City may also issue approval of a permit for an event conditioned upon the sponsor's accepting modifications, conditions or limits imposed on the event consistent with these regulations.
- b. Unless denied or modified within 10 business days following the submission of a completed permit application, or within thirty (30) business days if the event requires a street closure, removal of parking, or provision of public safety personnel, all requests for demonstration permits shall be deemed granted,

subject to the conditions and limits set forth in the permit and these regulations, so long as the area proposed for the demonstration had not been reserved by another person prior to the date on which the permit would be deemed granted in accordance with this section 3.4.7(b).

- c. All denials of requests for, or conditional approvals of, demonstration permits shall include a reasonably detailed description of the reason for the denials or the modifications, conditions or limits, and specific instructions for how an appeal of the denial or conditional approval can be submitted to the City Manager.

3.4.8. Permit revocation.

- a. An issued permit for an event may be revoked by the City Manager upon a finding of a violation, or a reasonably anticipated violation, of any rule, ordinance, law, regulation and/or condition or limit of the permit, or a finding that a permit application was not complete or accurate or had a material omission of fact when granted, or a finding that the information in the permit application has become, or is reasonably likely to become, incomplete, inaccurate or to contain a material omission. Immediately upon such a revocation, the City Manager shall send a written notice to the sponsor at the sponsor's address in the permit application, specifying the reason for the revocation.
- b. During the conduct of an event, a permit may be revoked by the ranking police, fire or other public safety supervisory official in charge, and the event attendees dispersed, if the event is unlawful, prohibited items are being used, there exists an imminent likelihood of violence or other threat to public safety endangering persons or threatening to cause significant property damage, or if the City or Commonwealth has declared either a state of emergency or an unlawful assembly covering the area in which such demonstration is being or will be held. Upon such revocation, the sponsor and the other sponsor attendants shall communicate the need to disperse the demonstration to the attendees.
- c. When a permit has been granted, or is deemed to have been granted pursuant to these regulations, the City Manager may revoke, modify, condition or limit the permit for any reason for which it could have been denied, modified, conditioned or limited originally.
- d. Except for permits revoked during demonstrations, all revocations of demonstration permits shall include a reasonably detailed description of the reason for the revocation and specific instructions for how an appeal of the revocation can be taken, and shall be served personally or by certified mail, with a copy sent by fax or e-mail at the sponsor's request.

3.4.9. Appeals.

- a. Except for permits revoked during demonstrations, an appeal of the denial, conditional approval or revocation of a demonstration permit may be made to the City Manager in writing, and shall include a statement of the basis for the objection to the denial, conditional approval or revocation.

- b. The City Manager shall make a decision on appeal expeditiously and, if practicable, at least three (3) business days prior to the date the demonstration is planned to commence, and shall explain in writing the reasons for the decision.

3.5. Permit Conditions and Limits. All events are subject to the following conditions and limits:

3.5.1. Excluded Areas and Prohibited Items.

- a. No events may take place in Sixth Street, between City Hall and the East Market Street Parking Garage. This area must remain open to vehicular traffic at all times, and shall not be closed in connection with any event.
- b. No event may be held in the area under the Belmont Bridge.
- c. No event will be scheduled to take place in Central Place, on the Downtown Pedestrian Mall, during any hours in which the use of that area is restricted pursuant to sections 3.5.6 or 3.5.7 of these regulations.
- d. No event shall utilize any area on the Downtown Mall in a manner that will impede ingress or egress of any business or in an area that is already designated as assigned/unassigned vendor space, assigned cafe space or within any required fire lane areas, unless permission is otherwise provided by the Zoning Administrator in writing.
- e. No events may take place within the Pavilion or the area surrounding the First Amendment Monument during any time when the Pavilion or Monument is subject to exclusive use by CEDA's tenant under the Pavilion lease dated September 20, 2004 or the City's lease with the Thomas Jefferson Center for Freedom of Expression.
- f. No events can be scheduled to take place in Emancipation Park before 1 p.m. on Sundays.
- g. Prohibited items are excluded from all events.

3.5.2. Street Closings.

- a. No City street may be closed for any event, unless done so pursuant to a street closure permit applied for by the event sponsor and issued by the City Manager pursuant to sec. 28-5 of the City Code. No such permit shall be granted unless the City Traffic Engineer or Chief of Police determines that such closure is reasonably required due to the location of the event and:
 - 1. Such closing is necessary because the event will impede or pose a reasonable risk of harm to traffic and/or pedestrian travel, or, if not strictly necessary, such a closing would not be unduly injurious to public safety convenience. (Requests for a street closing in the Downtown Area shall be presumed unduly injurious to public convenience if proposed to include any time between the hours of 7:00-9:00 a.m. or 4:00-5:30 p.m. Monday-Friday); and,

2. If the street in question is an extension of the state highway system, adequate provision can be made to detour through traffic during the event. (C.Ref. City Code 28-5: Temporary Street Closings, Generally; State Code 15.2-2013), and
 3. The sponsor permitted to use public right(s)-of-way being closed will furnish a public liability and property damage insurance contract, as required by Va. Code §15.2-2013 and §3.5.4 of these regulations.
- b. No street may be closed for an event except on a temporary basis, not to exceed 48 hours in duration; provided that the City Manager may direct the closing of 2nd Street and / or 4th Street or portions thereof, between Market Street and Water Street, for a longer period. (C.Ref. City Code 28-5).
 - c. Even if not requested by a sponsor, if the circumstances of a proposed event are such that a street closing is necessitated because the event will likely impede or pose a threat to vehicular or pedestrian travel then the City will require a permit and a street closing in connection with the event, along with all application fees applicable thereto, and may require that the event be held at an alternate site, if a suitable alternate site is available where the event is not likely to impede or pose a threat to vehicular or pedestrian travel.
 - d. Upon approval of a street closing in connection with an event, the sponsor shall be issued a street closure permit by the City's Traffic Engineer. This permit shall be displayed in a prominent place during the event.
 - e. During the conduct of an event, the sponsor of that event shall comply immediately with the lawful request of any police officer, firefighter, rescue service person, or city employee, made for public safety or other emergency reasons, to move any structure or persons from a street which has been closed in connection with that event.
 - f. Notwithstanding any of these provisions, the City Traffic Engineer may close any street for a neighborhood-based gathering when (i) 1 block or less is to be closed, (ii) there is an alternative for all traffic, (iii) reasonable advance notice of the closure is given by posting signs at either end of the block, and (iv) the Traffic Engineer believes that there are no safety issues. In these cases, no event permit is required and applicants shall be referred to the Traffic Engineer for street closure permits.
- 3.5.3. **No Impediments to Public Access.** During any street closure, all City ordinances and State statutes limiting the use or obstruction of fire lanes, access to Fire Department fire suppression system connections and fire hydrants, emergency routes, and pedestrian walkways must be observed at all times. No person(s) or group(s) participating in an event shall block any entrances to or exits from City buildings, nor shall such person(s) or group(s) interfere with the use of City buildings or facilities by non-participating persons for their ordinary purposes, whether by impeding access, impeding egress using fire exits and routes, creating unreasonable noise or otherwise.

3.5.4. **Indemnification and Insurance.**

- a. Sponsors of events for which a permit is required shall be required to indemnify and hold harmless the City, its officials, employees and agents from any personal injury, death and damages to property, and any other loss, cost and/or damage occurring as a result of the actions or inactions of the event's sponsor, or the sponsor's failure to comply with these regulations.
- b. Where the event is proposed to take place within the Pavilion the sponsor shall also be required to indemnify and hold harmless CEDA and CEDA's tenant Pavilion lease dated September 20, 2004.
- c. The sponsor(s) will accept the reserved area as-is, and the City does not warrant that any public area(s) are suitable for the activities to be conducted as part of the event. The event sponsor(s) shall be solely responsible for any damages or injuries resulting to any person or property arising out of the sponsor(s)' use of City property for the event, and the sponsor(s)' failure to obtain any required public liability insurance for the event is at the sponsor(s)' sole risk. The City expressly reserves all sovereign and governmental immunity to which it, and its officers, officials and employees may be entitled to under the laws of the Commonwealth of Virginia.
- d. Insurance or Other Liability Contract. The sponsor of an event shall furnish a general liability and property damage insurance contract insuring the Sponsor's liability for personal injury and death and damages to property resulting from its use of public property. If alcohol is to be served or sold in connection with the event, then the required insurance shall cover liability specifically in connection with that activity. The required general liability and property damage insurance shall be provided in an amount not less than \$1,000,000, and the insurance policy shall name the City (including its officers, officials, employees and agents) and or CEDA /CEDA's Tenant (for events approved to take place in the Pavilion), as an additional insured party to the insurance contract. Failure to provide required insurance, and reasonable documentation of the insurance, will be grounds for denial and/or revocation of a permit.
 - 1. Prior to commencement of the event, the Sponsor must provide the City with an insurance certificate that verifies the insurance coverage required by these regulations.
 - 2. This insurance requirement may be waived, in whole or in part, by the Director of Parks and Recreation for events that do not (i) pose a high level of liability risk to the City or a material risk to public safety, and (ii) do not involve any inherently dangerous activity. A written request to waive or modify any insurance requirement must be made by the sponsor at the time a permit application is submitted. An approval or denial of the request will be made in writing to the event sponsor by the Director of Parks and Recreation.
- e. The sponsor of an event for, or in connection with, which any type of royalty(ies) are required to be paid must agree to pay all such royalties (including, without limitation, any which may be due to ASCAP and BMI) and to indemnify and hold the City harmless from and against any and all royalty payments sought from the City.

3.5.5. **Limited Duration.** No event shall be authorized for a duration in excess of the time periods set out below, and no street closing shall be authorized for a duration in excess of 48 hours. Provided, however, that the stated periods will be extended, upon request no later than 24 hours prior to the expiration of the then-authorized duration for demonstrations only up to the following periods, unless another application requests use of the particular area and said application precludes double occupancy: (a) Pen Park and McIntire Park, 7 days; (b) Emancipation Park, 3 days; (c) Pavilion: 2 days; and (d) All other parks: 1 day.

3.5.6. **Time of Day Restrictions.**

- a. No event shall be permitted in any park or the Pavilion during hours that park is otherwise closed to the public, except that activities may be permitted in McIntire Park through 12:00 midnight. (C.Ref. 18-1 City Code: hours for Remaining in City Parks or recreation facilities).
- b. No community event or event shall be scheduled to take place in Emancipation Park before 1:00 p.m. on any Sunday.
- c. No event shall be permitted in the Pavilion during the hours of [10 p.m. and 7 a.m.] or during any hours that such area is reserved for exclusive use by CEDA's Tenant under the Pavilion lease dated September 20, 2004, or in the area surrounding the First Amendment Monument during any hours that such area is reserved for use by or through the Thomas Jefferson Center for Freedom of Expression.

3.5.7. **Sound Amplification.**

- a. As stated in the City Code, the restrictions in the City Code with respect to sound amplification do not apply to community events or events that have received a permit from the City Manager. The City Manager may therefore approve a request in the permit application for the use of sound amplification equipment in connection with the permitted event. The City Manager may reasonably limit the sound amplification equipment so that it will not unreasonably disturb nonparticipating persons in, or in the vicinity of, the area of an event and/or so that it will not unreasonably interfere with the conduct of another event, or an outdoor business enterprise such as a sidewalk cafe, in the vicinity of the area. Sound levels unless otherwise waived or modified by the City Manager shall not exceed the following:

Event Location	Maximum Decibel Level
City Park	70 at property line
Downtown Mall	75 at a distance of 10 feet
Other location	70 at a distance of 10 feet

- b. No amplified sound shall be generated by or in connection with an event in the Pavilion after 10:00 p.m.
- c. No amplified sound shall be generated in or from the Pavilion area before 4:30 p.m. Monday through Friday; except that sound checks required for an event

scheduled to begin at 5:00 p.m. may be conducted any time after 4:00 p.m. Monday through Friday.

- d. For dates established by the City Manager Office as “Global Music Heritage Nights” there should be no restriction on acoustic, non-amplified music during the hours of 5:00 p.m. – 9:00 p.m.

3.5.8. Sales or Distribution of Merchandise/Information.

- a. When the sale or display of merchandise, or the distribution or display of educational, informational or other materials (including the distribution of non-commercial printed materials) is to be done in or upon City streets or parks with the aid of a table, stand or structure, no such table, stand or structure shall exceed 4 ft. x 4 ft. or 2 ft. x 8 ft.
- b. Whether or not a permit is required, the sale, display or distribution of merchandise or other materials, and the solicitation of contributions or donations, is prohibited in the following areas: (1) any location that would impede access to the entrance of any adjacent building or driveway; (2) any location such that the sale or distribution activity would occupy more than half the available sidewalk width, or four feet of sidewalk width, whichever is less; (3) within 10 feet of a fire hydrant, a public telephone, a fire escape, the driveway of a fire or police station, the driveway of any hospital, a bus stop or a loading zone; (4) within the portion of any street intended for the use of motor vehicles which has not been temporarily closed for or in connection with the demonstration or special event; (5) within any lanes adjacent to the Downtown Mall reserved for use by fire and emergency vehicles; (6) if done with the aid of a table, stand or structure: within any area reserved by a permit issued for an event, if the sponsor of the event has not consented to the presence of the table, stand or structure. All merchandise displays shall conform to the guidelines of the Board of Architectural Review as applicable.
- c. Persons or organizations engaged in the sale, display or distribution of written or printed materials, and/or the solicitation of donations or contributions, whether or not a permit is required, shall not obstruct or impede pedestrians or vehicles, harass park visitors or the attendees of any event with physical contact, misrepresent the purposes or affiliations of those engaged in the activity, or misrepresent whether written or printed materials being distributed are available without cost or donation.
- d. No sales or distribution activity may be conducted after 10:00 p.m., except that such activity shall be allowed past 10:00 p.m. in connection with a community event. (C.Ref. City Code 28-120).

3.5.9. Food and Beverage Sales. The sale or distribution of food and/or beverages as part of an event is allowed pursuant to a permit.

- a. All sales and/or other provision of food and/or beverages must be done in accordance with all licenses, permits and approvals (including, without limitation, those required by the Health Department, the Department of Alcoholic Beverage Control and the City’s Commissioner of Revenue) required by law. If

the sponsor cannot provide documentation to the City that all required licenses or permits have been obtained, that shall be grounds for denial or revocation of the permit for the event.

- b. The sponsor shall provide the City with a diagram identifying the size and location of any tables, stands, food trucks or mobile food units or other structures to be used for or in connection with the sale of food and beverages. There shall be no sales or distribution of food or beverages in any of the following locations: (1) any location that would impede access to the entrance of a building or driveway; (2) any location such that the sale or distribution activity would occupy more than half the available sidewalk width, or four feet of sidewalk width, whichever is less; (3) within 10 feet of a fire hydrant, a public telephone, a fire escape, the driveway of a fire or police station, the driveway of any hospital, a bus stop or a loading zone (unless the bus stop or loading zone is located in a street temporarily closed in connection with the event); (4) within the portion of any street intended for the use of motor vehicles which has not been temporarily closed for or in connection with the event; (5) within any lanes adjacent to the Downtown Mall reserved for use by fire and emergency vehicles.
- c. Any person selling or otherwise providing food and/or beverages during an event or community event, within an area reserved pursuant to the permit authorizing that event or community event, must do so with the consent of the sponsor and must have all licenses, permits and approvals required by law. The sponsor controls vendors only within the area designated for the event or community event.
- d. There shall be no sale or other provision of food or beverages at any event after 10:00 p.m.

3.5.10. **Signs and Banners.** The use of signs and banners in or upon the City's streets is prohibited, for or in connection with any event, except:

- a. Banners will be allowed pursuant to the regulations set forth at 10041 of the City's Standard Operating Procedures.
- b. Signs hand-carried by an individual are allowed up to 3 feet by 5 feet in size. If during an event signs, due to their size or collective use by persons, interfere with the public safety personnel's ability to conduct their duties, such signs can be restricted or banned from the event.
- c. Signs are allowed on or within any table, stand or other structure at which food, beverages or merchandise is being sold, or at which non-commercial printed material is being distributed, so long as that sign is no larger than two (2) square feet in area and contains no advertising or advertisement. (C.Ref. 28-122 City Code).
- d. Signs that are attached permanently, or semi-permanently, to stands or vehicles being used for or in connection with authorized recreational activities or events are allowed.

- e. No signs or placards shall be tied, fastened, or otherwise attached to or leaned against any City fences, lamp posts or other buildings or structures. No signs or placards shall be placed or set down on the center portion of any sidewalk. (C.Ref. 28-122: Signs on or within stands).

3.5.11. **Advertising.** Advertising/Advertisement (see definitions set forth in section 3.1.1) by the use of banners, billboards, signs, markers, audio devices, or any other means whatsoever is prohibited in or upon City streets and parks for or in connection with any event. (C.Ref. State Code 15.2-2013).

3.5.12. **Temporary Structures.** The erection, placement or use of structures of any kind is prohibited, except:

- a. In connection with permitted events, temporary structures may be permitted provided that notice to the City Manager is provided contemporaneously with the permit application. Examples of temporary structures that may be permitted are as follows: structures erected for the purpose of symbolizing a message, first aid facilities, lost child alerts, shelter for electrical or other sensitive equipment.
- b. Structures that are being hand-carried are allowed as part of a demonstration.
- c. Structures that are permitted pursuant to other sections of these regulations are allowed.
- d. When allowed: (1) structures are not permitted on sidewalk(s) unless they meet the size criteria described in section 3.5.8.a. of these regulations; (2) structures must be erected in such a manner so as not to unreasonably harm park or other public area resources and the sponsor of the event must agree to remove such structures as soon as practicable after the conclusion of the permitted demonstration or special event; (3) structures must be capable of being removed upon 24 hours' notice and without permanent damage to City lands (with the sponsor being responsible for any non-*de minimis* costs of remedying any damage arising out of such removal), and shall be secured in such a manner so as not to interfere unreasonably with use of any park area by other permittees authorized under his section; and (4) the Sponsor must comply with section 5-56 of the City Code. Tents are allowed in park areas.
- e. The City Manager may impose other restrictions upon the use of temporary structures in the interest of protecting park or other public areas and/or traffic and public safety considerations.
- f. No gasoline powered vehicles or horses will be allowed on the mall during any event or community event. Any "parade" on the Downtown Mall may use only electric vehicles if approved by the City Manager.

3.5.13. **Sanitation and Garbage.**

- a. Garbage, trash, rubbish, litter, or any other waste material or waste liquid generated on public property during an event shall be removed from the area by the sponsor of the event, or deposited by the sponsor in receptacles provided for that purpose. The improper disposal of such wastes is prohibited.

- b. The sponsor of every event shall be required to pay a fee for cleanup costs, in the amount specified within Appendix A, to cover the anticipated costs to the City of cleaning up the site of the restoring the area in question to its pre-event condition, and disposing of trash and refuse resulting from the event. This fee must be paid in advance. If actual cleanup costs incurred by the City exceed the amount of the Cleanup Fee collected in advance by the City, the sponsor will be billed by the City for the excess.
- c. A sponsor of any event must arrange for such public restroom facilities as may be required by the Health Department. The City shall bear no responsibility for the cost of providing such facilities, and it shall be the sponsor's obligation to provide documentation to the City Manager that all restroom facilities required by the Health Department have been arranged. Failure to provide documentation of Health Department approvals prior to an event shall be grounds for denial or revocation of a permit.

3.5.14. Electricity.

Sponsors in community events may have the use of City electrical outlets, as needed. Sponsors of events to take place at the Pavilion may use the electrical outlets there for sound amplification in connection with the event; however, sponsors must pay an Electricity Fee to the City, in advance. Other than provided in this paragraph, attendees in events may not have the use of City electrical outlets.

3.5.15. Fireworks Displays; Open Flame.

Persons desiring to conduct a pyrotechnic display of fireworks or use open burning or open flame on streets or public lands must obtain a permit from the Chief of the Fire Department as required by § 12-32 (a) (5) of Code. The Chief of the Fire Department may withhold approval of such permit to the extent its issuance would result in a violation of a city ordinance or if it might jeopardize public health, safety or welfare.

3.5.16. Public Safety Personnel.

- a. No permit will be granted for an event unless adequate security will, in the determination of the City Manager upon consultation with the Police Chief, Fire Chief, or other appropriate public safety official, be available for the welfare and safety of those attending the event and of the general public.

- 1. General Requirements.

- (A) Minimum Required Security Officers:

- (1) Open Events (Admission not restricted by tickets, fees, or otherwise) Where Alcohol is Served or Offered for Sale. Baseline: the sponsor must pay the cost of one police officer to staff the event, regardless of attendance. Where attendance exceeds, or is expected to exceed, 100 people, the sponsor must, in addition, pay the cost of one police officer for every 100 people (or portion thereof) attending or expected to attend.

- (2) Closed Events (Admission restricted by tickets, fees or otherwise) Where Alcohol is Served or Offered for Sale. Baseline: the sponsor must pay the cost of two police officers to staff the event, regardless of attendance. Where attendance exceeds, or is expected to exceed, 350 people (or portion thereof), the sponsor must, in addition, pay the cost of one police officer for every 350 people.
- (3) Events at Which No Alcohol Will Be Served or Offered for Sale (whether open or closed to the general public). Where attendance exceeds, or is expected to exceed, 1000 people, the sponsor must pay the cost of one police officer to staff the event, regardless of attendance. The sponsor must, in addition, pay the cost of one police officer for every 1000 people (or portion thereof) attending or expected to attend.
- (4) Marathons/Races/Walks. Baseline: The sponsor must pay the cost of one police officer per hour of the race. The sponsor may be required to pay for additional police officers to staff the event, if the Police Chief (or his designee) determines additional police officers to be necessary due to the geographic location of the proposed event, the time of day the event is planned to occur, or other factors related to the safety of attendees or the general public and the efficient flow of traffic and pedestrian travel along the planned route of the event.
- (5) Additionally, the sponsor shall be required to pay the cost of one traffic/parking control officer for every 1,000 people (or portion thereof) attending the event.
- (6) Upon a determination by the Chief of Police, or his designee, due to public safety factors such as the size of the crowd, the location or nature of the event, or the anticipated use of structures, sound equipment or items that could during an event become prohibited items, that one or more police vehicles are necessary to assure safe and efficient police coverage of an event, the sponsor must pay a vehicle fee, as specified in Appendix A, for each required vehicle. A sponsor may request, in advance of an event, an estimate of the number of vehicles that may be required; however, if circumstances of the event require the assignment of additional vehicles, the sponsor will be billed, and must pay, the required fee for each vehicle actually deployed.
- (7) Upon a determination by the Fire Chief, or his designee, due to public safety factors such as the size of the crowd, the location or nature of the event, or the anticipated use

of structures, sound equipment or items that could during an event become prohibited items, that one or more fire vehicles and / or emergency medical services vehicles are necessary to assure safe and efficient fire or emergency coverage of an event, the sponsor must pay a vehicle fee, as specified in Appendix A, for each required vehicle. A sponsor may request, in advance of an event, an estimate of the number of vehicles that may be required; however, if circumstances of the event require the assignment of additional vehicles, the sponsor will be billed, and must pay, the required fee for each vehicle actually deployed for the event.

(8) Upon a determination by the Fire Chief, or his designee, that due to public safety factors such as the size of the crowd, the location or nature of the event, or the anticipated use of structures, sound equipment or items that could during an event become prohibited items, one or more firefighters, fire officers or emergency medical services providers are necessary to assure safe and efficient fire and emergency coverage of an event, the Sponsor must pay the cost of those firefighters, fire officers or emergency medical services providers. A Sponsor may request, in advance of an event, an estimate of the number of firefighters/officers that may be required; however, if circumstances of the event require the assignment of additional firefighters/officers, the Sponsor will be billed, and must pay, the required fee for each firefighter/officer actually deployed.

(B) Fees and Charges: The fee(s) and charges associated with the above-stated police officer, fire fighter and emergency vehicle requirements are set forth within Appendix A. The costs charged to sponsors for required police, fire and emergency personnel coverage will be the established hourly wage for overtime work for the particular officer(s) willing and available to cover the event. In the event that the City's actual cost of police, fire, and emergency personnel coverage necessitated if the event exceeds the amount(s) collected in advance as deposits, the sponsor will be billed by the hour for each City officer, fire and emergency personnel utilized to patrol or at the location available to assist the event as needed.

(C) Where Admission Fees Will be Charged: The sponsor of an event for which admission fees will be charged shall provide at least two secure access gates, at locations approved by the City's Police Department. For events to which tickets are sold in advance, the sponsor shall, two days prior to the event, and at any other time reasonably requested by the City, advise the City as to how many tickets have been sold as of the day of the report. This will assist the City in planning for any additional police or

other services which may be necessary in connection with the event.

3.5.17. Facilities Charges.

The sponsor of an event to which an admission fee will be charged (by ticket sales or otherwise) shall pay the City a rental fee in the amount specified on Appendix A. These types of events tend to have a greater impact upon the community in general and upon the specific public area reserved for the event.

3.5.18. Carnivals, Circuses and Parades.

- a. No circus, carnival, or other, similar show shall publish or post in any way within the City, at any time within 15 days prior to the holding of such event within the City, any advertising of the exhibition of the circus, carnival or other similar show. (C.Ref. Va. Code 58.1-3728).
- b. Any circus, carnival or other, similar show shall obtain the license required by section 14-23 of the City Code before commencing any activity, and shall pay the policing deposit required by section 3-2 of the City Code (\$50 per day).
- c. The sponsor of the circus, carnival, etc. shall pay a fee, as specified on Exhibit A hereto, for the inspection of any amusement rides to be offered as part of the event, and shall pay the tent erection fee(s) required by section 5-57(a) of the City Code.
- d. Parades requested on the Downtown Mall involving motorized vehicles and floats will not be approved because of difficulty incurred by emergency fleet accessing the Mall from side streets and the potential for these types of parades to further obstruct emergency fleet access.

3.5.19. Other Conditions and Limits.

- a. A permit may contain additional conditions and limits, consistent with these regulations, as may be warranted by the nature of a particular event, in the interest of protecting park or other city resources, the use of nearby areas by other persons, and other legitimate property and/or public safety concerns.
- b. Sponsors who request the City to provide special equipment or facilities (e.g., barricades and cones for street closings, tables, chairs, public address systems, fencing, etc.) will be charged a reasonable fee and rental therefore. The appropriate fees shall be identified by the City Manager to the Sponsor following the Sponsor's request for such items.
- c. A permit for a demonstration may be subject only to reasonable time, place and manner conditions or limits that: (i) are narrowly tailored to serve the City's significant interest, and (ii) leave open ample alternative channels for communication of the content of the demonstration. No permit denials, revocations, or modifications, and no time, place, or manner conditions or limits imposed on a demonstration, may be based on the content of the beliefs expressed or anticipated to be expressed during the demonstration, or on factors

such as the attire or appearance of persons participating or expected to participate in a demonstration (except to the extent involving unlawful or prohibited items), nor may such conditions or limits favor special events over demonstrations. With respect to demonstrations, these regulations shall be applied, and the City Manager or his or her designee shall make permitting decisions in compliance with and to further the intent of this section 3.5.19(c). The City Manager may impose such conditions or limits on a demonstration (i) during the permitting approval process, or (ii) during the occurrence of a permitted demonstration if necessary: (A) to ensure that the demonstration meets the stated terms and purposes of these regulations (B) due to the occurrence of circumstances unrelated to the demonstration that were not anticipated at the time of the approval of the permit and that were not caused by demonstration attendees, counter-protestors or City officials, or (C) due to a determination by the Police Chief, the Fire Chief or other appropriate public safety official during the demonstration that there exists an imminent likelihood of violence or other threat to public safety endangering persons or threatening to cause significant property damage.

3.6. Information Collection. The information collected under these regulations will be used to provide notification to the City Parks and Recreation Staff, the City Police, and the City's Department of Public Works of the plans of sponsors of large-scale events in order to assist in the provision of security and logistical support.

3.7. Community Events. Except as expressly stated, community events shall be conducted in accordance with all the conditions and limits on events specified in section 3.5 above. Except as specified below, the sponsor of a community event shall pay the fees and deposits specified in these regulations and required by the City Code. Community Events include the following:

3.7.1. City Market.

- a. The City Market is conducted on Saturdays (in the Water Street Parking Lot), April through October. The Wednesday Market (produce only) is conducted from May through September in Meade Park. The City Holiday Market is also conducted on Fridays and Saturdays in November and December, at the east end of the downtown Mall and / or on the City owned public parking lot on Water Street, or at such other locations as may be leased by the City for the purpose of conducting the City Markets.
- b. The City Market shall be an event during which persons desiring to offer farm produce, foodstuffs, art work or handicrafts grown or produced by him, members of his family or farm laborers employed by him upon property owned or leased by him may have an opportunity to offer their products for sale to the public. It is governed by a set of regulations.

3.7.2. Dogwood Festival Events.

The Dogwood Carnival and Festival usually takes place during a two-week period in April, in McIntire Park. The Dogwood Parade usually takes place on a Saturday in April, on designated streets in the Downtown area.

3.7.3. July 4th Fireworks Events.

July 4th Fireworks annual celebration events take place in McIntire Park West (event games, food and viewing) and the McIntire Golf Course (shooting of fireworks).

3.7.4. **First Night.**

First Night Charlottesville takes place in the Pavilion and Central Place on the Downtown Mall and in the Carver and Herman Key Recreation Centers on December 31 each year.

3.7.5. **Festival of the Photograph.**

Annual photo festival coordinated on the Downtown Mall and other locations throughout the Community in June of each year.

3.7.6. **Virginia Film Festival.**

Conducted in November of each year at various locations throughout the City.

3.7.7. **Fridays After Five.**

Fridays After Five takes place within the designated leased area at the Charlottesville Pavilion and east end of the downtown mall on Fridays from 5-9 pm from April 1 through October 31.

APPROVED: _____
City Manager

DATE: _____

- Amended April 10, 2001
- Amended February 6, 2003
- Amended February 17, 2004
- Amended May 5, 2005
- Amended July ____, 2006
- Amended December 27, 2006
- Amended July 31, 2008
- Amended December 1, 2009
- Amended _____, 2017

APPENDIX A¹

1. Permit Application Fee, pay upon application \$ 25 (non-refundable)
2. Street Closing Fee, pay upon application \$ 50 Deposit
 - All but \$10 refundable if event canceled in advance

Public Space Rent, Events to which entry is limited by tickets or admission fees:

0 - 1000 attendees:	\$ 50
1001-1999 attendees:	\$100
2000-2099 attendees	\$150
3,000 attendees, and up	\$500

\$100.00 due with application. Remainder of Space Rent to be submitted to the City within five (5) calendar days following conclusion of the event, along with documentation of total ticket sales or attendance count. City may monitor attendance to verify attendance numbers.

Security Deposit, for use of Park Areas. \$300.00 Advance Deposit

- Due with application
- All but \$50 refundable if event canceled 24 hours in advance

3. Cleanup Fee

- Closed Events (Admissions limited by tickets or fees) \$300 Advance Deposit
Refundable if Event canceled in advance

Other Events \$100 Advance Deposit
Refundable if Event canceled in advance

- Deposits due with application

4. Police Security and Fire/EMS Personnel \$50 per required Officer, Advance Deposit
Refundable up to 24 hours prior to Event

- Deposit due with application
- For ticketed events, where tickets are sold in advance: additional \$50 deposit required per required officer, as calculated based on tickets sold as of 48 hours prior to event. Additional deposit due 24 hours in advance of event.
- Sponsor will be billed per hour for each officer actually utilized (based on police / fire estimates of actual attendance and/or circumstances of the event and based on the regular hourly rates or salaries for the police / fire personnel utilized.)
- *Hourly rates:* Sponsor will be billed the higher of: (i) \$30 per hour, or (ii) the established hourly wage for overtime work, or (iii) the special event flat rate for FLSA-exempt employees, as may apply for each of the particular officer(s) willing and available to cover the event, for each officer actually utilized, plus an administrative fee in the amount of ten percent (10%) of the total amount of the bill.
- *Police Vehicle Fee:* Sponsor will be billed \$25 per required police vehicle, per event.

- *Fire Vehicle Fee*: Sponsor will be billed \$25 per required fire vehicle, per event.
65. Electricity Fee \$50 Advance Deposit
- \$50 Deposit covers 4 hours of use. Sponsor will be billed \$10 per hour for each additional hour of actual usage.
76. Inspection of Amusement Rides \$ 25 Fee
- Payable upon Application
87. Tent Erection Fees \$ 25 Fee
- Payable upon Application
98. “No Parking” Signs \$1.00 each
- 10 Public Works/Facilities Management \$100 Advance Deposit
- 9.
- (City electricians, water/sewer access to City utility facilities)
 - \$100 deposit covers 2 man hours. Sponsor will be billed \$50 per man hour for each additional hour of work that is provided.

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



Agenda Date:	December 18, 2017
Action Required:	Yes (Approval of Resolution – One Reading)
Presenter:	Chris Engel, Director of Economic Development
Staff Contacts:	Maurice Jones, City Manager Craig Brown, City Attorney Chris Engel, Director of Economic Development
Title:	Authorizing Resolution Approving a Performance Agreement for Hotel Project at 201 E. Main St.

Background:

In 2008, construction commenced on a project, that was to be known as the Landmark Hotel, at 201 East Main Street in a former bank building fronting the downtown mall. In 2009, amid the recession the project's financing was called into question ultimately resulting in work ceasing and leaving the building unfinished. Subsequently, in 2012, ownership of the property transferred to Deerfield Square Associates II, LLC following a court sanctioned auction process. Since that time various City staff have interacted with representatives of Dewberry Capital (manager for Deerfield Square Associates II, LLC) and its principal, Mr. John Dewberry, to ensure the safety and security of the structure; but no additional progress has been made to complete the construction of the hotel.

Discussion:

Since the project stalled, the City has heard growing concern from residents; businesses and visitors regarding the eyesore and safety concern this long-delayed project has created in the downtown area. These concerns and the unique set of circumstances surrounding this project prompted members of the City Council and staff to meet with representatives of Dewberry Capital and engage in discussions to identify options available to move the project to completion as quickly as possible. Ultimately, these conversations resulted in a request from Dewberry Capital for assistance in completing the project. Dewberry Capital intends to proceed with its plans to build The Dewberry Charlottesville luxury hotel on the site. Once completed, the property is expected to attract overnight guests seeking additional amenities that are currently in short supply in the area, and the retail and restaurant spaces within it will draw new regional visitors to the city. The company recently completed a similar project, The Dewberry Charleston, in Charleston, South Carolina.

At its March 6, 2017 meeting City Council passed (with a 4-1 vote), a resolution approving assistance for the hotel project. A copy of this resolution is included herein.

The Performance Agreement, also included herein, incorporates all the elements of the March 6 Council resolution and is now in final form agreeable to both parties.

In summary, the City in conjunction with the Charlottesville Economic Development Authority agrees to provide a performance grant, to the developer, equal to 50% of the incremental real estate tax generated by the project (above the base value) for ten years to assist in retiring the debt service. The base value, as of assessment year 2017, is \$6,642,500. The actual amount of the grant will be determined annually by the assessed value beginning the year following the completion date. The initial estimated annual grant amount is approximately \$110,000, although that may increase or decrease depending on the annual assessment and tax rate. The City will receive the other 50% of the increase during the ten year period and the full amount of real property taxes from the project thereafter. All other taxes generated by the property will accrue to the City upon opening the facility.

In order to trigger the full incentive offered by the performance grant the project must receive a certificate of occupancy by the completion date of September 30, 2020, and:

1. Generate in year one a minimum of \$150,000 in transient occupancy taxes. In year two \$225,000 and in years three – ten \$300,000.
2. The developer must also make a minimum capital investment of \$20 million in the construction of the project.
3. The developer must create 60 full-time equivalent jobs at the hotel.

With respect to the aforementioned performance agreement, the City has entered similar agreements in the past for projects that induce significant capital investment and job creation in the City. These are considered on a case by case basis and approved by the council. The threshold for consideration has been a minimum investment of \$20 million dollars and the creation of 200 or more jobs.

This project is expected to exceed \$20 million dollars in capital investment and create approximately 100 jobs. As a hotel project subject to the City's transient occupancy tax an additional requirement to generate a significant amount of transient occupancy tax revenue was added in this case. Once completed and operational the hotel project is expected to generate \$800,000 – \$950,000 in annual City tax revenue. This includes real property taxes, personal property taxes, sales taxes, meals taxes, lodging taxes, BPOL and utility taxes. In addition, during the construction phase there will be a positive economic impact felt by the local and regional construction sector and service providers.

From a policy standpoint, it is important to remember that the implementation of a tax increment based performance agreement does not negatively impact the City budget as the grant is generated solely from the increase in real estate revenue received from the completed project. If the project is not completed the increase in taxes is not realized and therefore the City and economic development authority are not obligated to make the grant.

Alignment with City Council's Vision and Strategic Plan:

This agenda item aligns with Council's vision for Economic Sustainability. It also addresses one of the goals in the City's Strategic Plan that were recently adopted by Council: Goal 3: Have a Strong, Diversified Economy.

Community Engagement:

No engagement specific to this item.

Budgetary Impact:

Funds will need to be allocated for transfer to the Charlottesville Economic Development Authority but only after the project is complete and has received a certificate of occupancy and increased real property taxes have been realized for a full year.

Recommendation/Alternatives:

City staff recommends adoption of the attached Resolution.

Attachments:

Copy of March 6, 2017 Resolution Approving Assistance for Hotel Project at 201 E. Main Street
Proposed Council Resolution supporting Performance Agreement
Copy of Economic Development Performance Agreement

RESOLUTION

Approving Agreement of Assistance for Hotel Project at 201 E. Main Street

WHEREAS, in 2008, construction commenced on a project, that was to be known as the Landmark Hotel, at 201 East Main Street in a former bank building fronting the downtown mall; and

WHEREAS, in 2009, amid the recession, the project's financing was called into question ultimately resulting in work ceasing and leaving the building unfinished; and

WHEREAS, over the past eight years the City has heard growing concern from residents, businesses and visitors regarding the eyesore and safety concern this long-delayed project has created in the downtown area; and

WHEREAS, given these unique circumstances, members of the City Council, City staff and representatives of Dewberry Capital (manager for Deerfield Square Associates II, LLC, and owner of record of the property at 201 E. Main Street) have recently engaged in discussions to identify the best options available to move the project to completion as quickly as possible; and

WHEREAS, these conversations resulted in a request from Dewberry Capital for assistance from the City; and

WHEREAS, after discussion and considerable negotiation City staff is willing to recommend to Council the following components:

City agrees to:

1. City agrees to lease 75 City owned parking spaces in the Water Street Parking Garage for an initial term of 5 years. (If desired, an additional 75 spaces can be leased for a second five year period or the City can conduct a request for proposal process in which terms greater than five years are possible.) In year one, the lease shall be structured so that rent will be equal to 25% of the parking revenue generated by the hotel from the use of the 75 spaces, but not less than \$40,000. In year two, the minimum is increased to \$60,000. In subsequent years, the rent will be equal to 25% of the parking revenue generated by the hotel from the use of the 75 spaces, but not less than \$80,000 annually. The effective date of the lease will coincide with the issuance of a certificate of occupancy for the hotel. The lease will terminate by mutual agreement of both parties or if the hotel ceases to operate for more than 90 days.

2. The City in conjunction with the Charlottesville Economic Development Authority agrees to provide a performance grant, to the developer, equal to 50% of the incremental real estate tax generated by the project (above the base value) for ten years to assist in retiring the debt service. Base value as of 2017 is \$6,642,500. The actual amount of the grant will be determined annually by the assessed value beginning the year following the completion date. The initial estimated annual grant amount is approximately \$110,000, although that may increase or decrease depending on the annual assessment and tax rate.

In order to trigger the performance grant the project must receive a certificate of occupancy and generate in year one a minimum of \$150,000 in lodging tax receipts. In year two the minimum is increased to \$225,000 and in years three – ten to \$300,000. The developer must also make a minimum capital investment of \$20 million in the construction of the project.

Dewberry Capital (as Developer) agrees to:

1. Developer agrees to provide the city with a report, prepared and sealed by a qualified professional consultant licensed to practice in Virginia, confirming the structural integrity of the building and make a reasonable good faith effort to improve the structure's current appearance by July 1, 2017.
2. Developer agrees to provide the City with an official project pro forma showing all sources and uses of funds, construction costs, upfit costs and anticipated operating costs. Developer agrees that the primary lender be a bona fide institutional lender and have experience in hotel financing and will provide such qualifications to the City upon request.
3. Developer agrees to expeditiously pursue all necessary City permits and approvals needed to construct the hotel and will not request any reduction in fees related to such.
4. Developer agrees to allow the city to approve any change in management of the hotel during the term of the agreement.
5. Developer commits to a minimum employment level of 60 positions for local residents during the term of the agreement.
6. For purposes of the agreement the completion date will be July 1, 2020. If a certificate of occupancy has not been issued by the completion date the total grant amount allowable will be reduced by 2% for each month that completion is delayed beyond the completion date. If a certificate of occupancy has not been issued by July 1, 2021, this agreement will terminate and the owner of the property will then use its best efforts to sell the property to another owner / developer who will either complete the project or diligently pursue another development on the property. For purposes of the agreement the completion date will be July 1, 2020. If a certificate of occupancy has not been issued by the completion date the total grant amount allowable will be reduced by 2% per month. If a certificate of occupancy has not been issued within 12 months of the agreed upon completion date the agreement will terminate.
7. Developer agrees to remit all required City taxes in a timely manner during the grant period, agrees not to contest any increase in assessed value for the property during the grant period. Developer agrees to pay legal fees associated with preparing and reviewing the agreement, in an amount not to exceed \$10,000.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that these terms are acceptable in concept and shall form the basis of a lease agreement for parking spaces and a performance agreement between the parties;

BE IT FURTHER RESOLVED, that the Council of the City of Charlottesville, Virginia directs the City Manager and his staff to prepare the necessary documents to effect such an agreement and schedule such for council consideration as soon as is practicable.

Adopted by Council
March 6, 2017



Acting Clerk of Council

**APPROVING RESOLUTION OF THE
CITY COUNCIL
OF THE CITY OF CHARLOTTESVILLE, VIRGINIA**

WHEREAS, the Economic Development Authority of the City of Charlottesville, Virginia (**the “Authority”**), a political subdivision of the Commonwealth of Virginia (**the “Commonwealth”**), was established to promote economic development in the City of Charlottesville, Virginia (**the “City”**), expand the City tax base and encourage more job opportunities for the citizens of the City by, among other things, promoting industry and developing trade in the City and encouraging and inducing multi-state regional or national offices or operations centers and commercial enterprises to commit resources to locate or remain in the City; and

WHEREAS, the City Council of the City is empowered pursuant to Section 15.2-953 of the *Code of Virginia*, 1950, as amended (**the “Code”**), to make appropriations of public funds to the Authority for the purpose of promoting economic development in the City; and

WHEREAS, the Authority is empowered pursuant to Section 15.2-4901, *et seq.*, of the Code to, among other things, accept contributions, grants and other financial assistance from the City and make grants to any person, partnership, association, corporation, business, or governmental entity for the purposes of promoting economic development in the City; and

WHEREAS, the Authority, pursuant to that certain proposed Economic Development Performance Agreement (**the “Agreement”**), attached hereto as **Exhibit A**, is proposing to provide a certain financial incentive grant to the Developer (as defined in the Agreement) in order to encourage and induce the Developer to (i) invest a significant amount of money of not less than \$20,000,000 in certain real estate improvements (**“Improvements”**) to a property (**the “Property”**) located in the City, (ii) create and maintain or cause to be created and maintained a minimum of 60 new jobs at businesses to be located on the Property and (iii) complete construction and equipping of the Improvements by no later than the Completion Date (as defined in the Agreement); and

WHEREAS, the Authority, while recognizing that the City Council of the City (**the “City Council”**) is not empowered under Virginia law to make any binding commitment beyond the current fiscal year of the City, has requested that the City Council annually appropriate monies to the Authority for the purpose of promoting economic development in the City by funding certain financial obligations of the Authority pursuant to and during the term of the Agreement; and

WHEREAS, there has been presented to this meeting a draft of the Agreement which sets forth the understanding and agreement between the Authority and the Developer.

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

1. The City Council finds and determines that the terms and conditions of the Agreement, including the provisions for the Grant, is consistent with the mission, goals and purposes of the Authority.

2. It is the current intention of the City Council to make sufficient annual appropriation of monies to the Authority for the purpose of promoting economic development in the City by funding certain financial obligations of the Authority pursuant to and during the term of the Agreement.

3. The City Manager or any other officer charged with the responsibility of preparing the City budget is hereby authorized and directed to include in the City budget for each fiscal year of the City during the term of the Agreement a request that the City Council appropriate sufficient monies to the Authority for the purpose of promoting economic development in the City and funding certain financial obligations of the Authority pursuant to the terms of the Agreement during such fiscal year.

4. The City Manager is hereby authorized to acknowledge the City's understanding of the Agreement and to execute such documents as he deems appropriate in relation to such Agreement.

5. All other acts of the City Manager, the Director of Economic Development or any other officer of the City relating to the purposes and intent of this resolution are hereby approved and ratified.

6. This resolution shall take effect immediately.

ADOPTED: _____, 2017

CERTIFICATION OF ADOPTION OF RESOLUTION

I, the undersigned Clerk of the City Council of the City of Charlottesville, Virginia, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the members of the City Council at an open meeting duly called and held on _____, 2017 and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof. The following represent the votes taken at such meeting:

Member	Ayes	Nays	Abstentions
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WITNESS my hand and the seal of the Authority, this _____ day of _____, 2017.

Clerk of the City Council of the
City of Charlottesville, Virginia

[SEAL]

Exhibit A

Economic Development Performance Agreement

**ECONOMIC DEVELOPMENT
PERFORMANCE AGREEMENT
(Dewberry Hotel Charlottesville)**

THIS ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT (this “**Agreement**”) is made this ___ day of December, 2017, by and among the **Economic Development Authority of the City of Charlottesville, Virginia**, a political subdivision of the Commonwealth of Virginia (the “**Authority**”), and **Deerfield Square Associates II, LLC**, a Georgia limited liability company (the “**Owner**”), and **Dewberry Hospitality Group, LLC**, a Georgia limited liability company (the “**Operator**”), each by its manager, **Dewberry Capital Corporation**, a Georgia corporation (the “**Manager**”) (hereinafter the Owner, the Operator, the Manager, and their respective successors and assigns, shall be collectively referred to in this Agreement as the “**Developer**”), and it recites and provides as follows.

WHEREAS, the City of Charlottesville, Virginia, a political subdivision of the Commonwealth of Virginia (the “**City**”), has a significant interest in the terms and conditions of this Agreement; and

WHEREAS, the Developer intends to invest a significant amount of money (the “**Investment**”) into real estate improvements located in the City commonly known as the Landmark Hotel, 201 East Water Street, Charlottesville, Virginia, tax parcel number 280031000 (the “**Property**”), which Investment is expected to create a significant number of new jobs,, new real estate tax revenue, and generate new transient occupancy tax revenues in the City; and

WHEREAS, the Developer has represented to the City and the Authority that the Investment, once construction is complete, will consist of a luxury hotel, with integrated restaurant and retail space, that will create the anticipated new jobs, and the projected minimum new city transient occupancy tax revenues described in **Exhibit A**; and

WHEREAS, the Investment will be not less than \$20,000,000; and

WHEREAS, the City Council of the City (the “**Council**”) is empowered under Sections 15.2-953 and 15.2-1205 of the *Code of Virginia*, 1950, as amended (the “**Code**”) to make appropriations of money to the Authority for promotion of economic development, and to give, lend or advance to the Authority, in any

manner that it deems proper, funds or other City property, not otherwise specifically allocated or obligated; and

WHEREAS, the Authority is empowered under Sections 15.2-4901, *et seq.*, of the Code to develop trade by inducing commercial enterprises to locate in the Commonwealth of Virginia and, specifically under Sections 15.2-4905(12) and (13) of the Code, to accept monies from the City, and to make grants ("**Grants**"), such as those further described below, to any business in furtherance of the purposes for which the Authority was created; and

WHEREAS, the Authority has agreed to provide certain incentives (in the form of the Grants) to the Developer from monies appropriated by the City to induce it to make the Investment in the Property, all as set forth herein; and

WHEREAS, the Authority and the Developer desire to set forth their understanding and agreement as to the Investment and the Grants in writing, and to have the City acknowledge the execution of this Agreement;

NOW, THEREFORE, for and in consideration of the premises, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows.

1. Subject to the terms of this Agreement, the Developer shall:
 - a. Make the Investment in improvements to the Property, consisting of a luxury hotel, with a minimum of 100 rooms (**the "Hotel"**), and a minimum of 4,000 square feet of integrated restaurant and/or retail space (**collectively, the "Improvements"**).
 - b. Use its commercially reasonable efforts to substantially complete construction of the Hotel and the equipping of the Improvements by means of the Investment no later than September 30, 2020.
 - c. Create or cause to be created, by no later than the date which is twelve months after Developer has procured a preliminary or permanent certificate of occupancy, and to thereafter maintain or cause to be maintained for the period during which Grant payments are to be paid as provided for herein, at least 60 full-time equivalent jobs at the Hotel and within the Improvements.

d. Within sixty (60) days after the date of this Agreement, confirm in writing to the Authority that, to the best of Developer's knowledge, there has been no material adverse change to the information or conclusions provided in the Structural System Condition Report dated March 1, 2017, prepared and sealed by Kurt D. Swensson, a qualified professional consultant licensed to practice in Virginia, confirming the structural integrity of the existing building currently located on the Property.

e. Within ninety (90) days after the date of this Agreement, provide the Authority and City with a project pro forma showing all anticipated sources and uses of funds concerning the Investment, including the construction costs, upfit costs, and projected Hotel opening costs. Developer agrees that its primary lender for the Investment will be a bona fide institutional or commercial lender that has experience in commercial real estate or hotel financing. After Developer has selected its lender and has received a written commitment from such lender in respect of the Investment, Developer will provide the qualifications of its lender to the Authority and the City, upon the Authority's or the City's reasonable written request.

f. Prior to the appointment of any company other than Owner, Operator, or Manager as the manager of the Hotel, Developer shall give reasonable advance written notice to the Authority and City and seek the Authority's and City's advance approval as to such appointment, which approval may not be unreasonably withheld, conditioned or delayed by the Authority or City. For the avoidance of doubt, Developer shall have the right to change the company appointed to manage the Hotel, with or without the Authority's and the City's advance approval if the manager is experienced in the operation of luxury segment hotels, and the Hotel continues to be operated as a luxury segment hotel. The Authority and City shall be deemed to have approved for all purposes any change in the appointment of the manager of the Hotel, if the Authority and City have failed to respond in writing within 30 days after the date of Developer's initial notice.

g. Comply in all material respects with applicable federal, state and local laws, and use commercially reasonable efforts to diligently pursue and secure all plans, approvals, bonds and permits as may be necessary or

appropriate for the construction of the Improvements and the occupancy thereof.

h. The Developer may, by written notice to the Authority, request an extension (at a minimum in monthly increments) of the date for substantial completion of the construction of the Improvements or the date for obtaining a preliminary or permanent certificate of occupancy for the Hotel, as provided for in Paragraph 1(b) above, if circumstances beyond the reasonable control of Developer necessitate an extension of one or both of those dates. The Authority's approval of such request shall not be unreasonably withheld, conditioned or delayed. The Authority shall respond in writing within thirty (30) days after receiving any such request submitted by the Developer and, if an extension is granted, the parties will enter into and sign an amendment to this Agreement giving effect to the extension in light of the other rights and obligations set forth herein. If the Authority fails to respond within thirty (30) days after receiving Developer's request, then the Authority will be deemed to have approved such request for all purposes.

2. The parties further agree:

(a) The Authority, subject to annual appropriations by the Council, as contemplated in Paragraph 7 hereof, and subject to the Developer's fulfillment of the requirements of Paragraph 5 below, shall provide a Grant to the Developer each year for ten (10) consecutive years. Unless Developer has failed to pay any installment of real property taxes by such installment's due date, each Grant shall be paid by the Authority to Developer no later than April 1st of the year following the year in which Developer pays such installments of real property taxes. The Grants shall commence, at the Developer's election, in the calendar year following the later of (i) the year in which substantial completion of construction occurs, (ii) the year in which a preliminary or permanent certificate of occupancy is issued for the Hotel, or (iii) a subsequent year, chosen by written notice from the Developer to the Authority, which may not be more than two (2) years following the year in which a preliminary or permanent certificate of occupancy is issued for the Hotel. The Grant each year will be equal to fifty percent (50%) of the total annual real property taxes on the Property paid by Developer to the City in excess of \$63,103.00.

(b) Developer shall use commercially reasonable efforts to obtain the necessary approvals and financing, and to satisfy other governmental or municipal conditions for construction of the Hotel.

(c) If a preliminary or permanent certificate of occupancy has not been issued for the Hotel by September 30, 2020 (as such date may be extended as provided for herein), the first Grant for the initial year shall be reduced by two percent (2.00%) for each full calendar month following such date until a preliminary or permanent certificate of occupancy is issued.

(d) If a preliminary or permanent certificate of occupancy for the Hotel has not been issued by September 30, 2021, this Agreement shall terminate and no party shall have any further obligations or liability to any other party in respect of the rights and obligations set forth herein. Notwithstanding the foregoing, or anything to the contrary contained herein, if through no fault of Developer, Developer is unable to obtain necessary approvals or financing, or satisfy other governmental or municipal conditions concerning the construction of the Hotel (including, but not necessarily limited to, Board of Architectural Review approval), the dates set forth in Paragraph 1(b) and Paragraph 1(c), shall be automatically extended on a month-by-month basis to account for the delays that are not the fault of, or in the reasonable control of, Developer. Developer and City will reduce any such extensions of those dates to writing as necessary during the term of this Agreement. In the event that a preliminary or permanent certificate of occupancy has not been issued by September 30, 2021 (as such date may be extended in accordance with the other provisions of this Agreement), due solely to intentional delays or inaction on the part of the Developer (and, for the avoidance of doubt, not including any delays attributable to the City, or its approval process, or the Authority), Developer agrees to use commercially reasonable efforts to pursue other development of the Property and/or to sell the Property to another party that will pursue development of the Property.

3. The Grants shall be paid, annually in accordance with Paragraph 2(a) hereof, and subject to funding by the Council, for a period of ten (10) consecutive years. The initial Grant shall be reduced by the actual costs, up to a maximum of \$10,000, incurred by the Authority for external legal fees in connection with this Agreement.

4. The assessed value of the Property for real estate tax purposes shall be solely determined by the City Assessor according to the Assessor's normal and ordinary

tax assessment practices. The assessed value of the Property may be contested by the Owner, so long as such contest is made on a good faith basis. In the event that the Owner contests the assessed value of the Property, such contest shall be made within a year after the contested assessment and prior to payment of any Grant for that year.

5. The payment of any Grant is dependent upon:

a. the Developer making the Investment in the Property no later than September 30, 2020, as such date may be extended in accordance with the provisions of this Agreement, and upon Developer providing the Authority and the City with a notarized certificate, signed by the Developer's architect, confirming Developer's actually-incurred costs of not less than the amount of the Investment;

b. the Developer's compliance, throughout the following term of this Agreement, with the jobs creation and jobs maintenance requirements of Paragraph 1(c); such compliance to be certified in writing by Developer to the Authority and the City, together with such evidence as the Authority and the City may reasonably request; and

c. the Developer remits transient occupancy tax receipts to the City, collected by the Hotel, of not less than \$150,000.00 during the first twelve months following the issuance of a preliminary or permanent certificate of occupancy; \$225,000.00 during the second twelve months following the issuance of a preliminary or permanent certificate of occupancy; and \$300,000.00 during the third and every subsequent twelve month period following the issuance of a preliminary or permanent certificate of occupancy during the remaining term of this Agreement; provided that, in the event the transient occupancy taxes remitted by the Developer in any year are less than the required amount for such year, the Grant shall be reduced by the difference between the required amount of transient occupancy taxes and the amount actually paid by Developer for such year; and provided further that Developer may continue to qualify for full future Grants if Developer meets the remittance requirements of this subsection for such future years.

6. Subject to the provisions of Paragraph 16 below, the obligations of the Developer under this Agreement shall also be the joint and several obligations of the Owner and the Operator.

7. While recognizing that it is not empowered under Virginia law to make any binding commitment beyond the current fiscal year of the City, it is the intention of the Council to make sufficient annual appropriations during the term of this Agreement to fund all Grants hereunder. To that end, the Council has directed the City Manager, and other officer charged with the responsibility of preparing the City's budget, to include in the proposed budget for each fiscal year of the City during the term of this Agreement, disbursement amounts sufficient to fund each Grant payable to the Developer hereunder. If at any time during the term of this Agreement, the City, the Authority, or the Developer reasonably determines that the amount appropriated in the City budget is insufficient to pay any Grant due hereunder, then the City Manager (or other officer charged with the responsibility of preparing the City's budget) will submit to the Council at the next scheduled meeting of the Council, or as promptly as practicable, a request for a supplemental appropriation sufficient to cover any deficit. The Authority shall use its best efforts to provide the Developer with timely written updates on the Council's consideration and approval of such supplemental appropriation requests as they occur.

8. This Agreement shall take effect from the date first set forth above and, unless terminated earlier, shall continue for a term of ten (10) years beginning on the date of the initial Grant (so that such term includes the payment of the tenth and final Grant).

9. Notwithstanding the provisions of Paragraph 6, this Agreement shall not create a joint venture, or any relationship of agency or employment between any of the parties.

10. The covenants of the Authority as stated in this Agreement shall not be interpreted to establish any pledge, security interest, lien, or other encumbrance on property of the City or the Authority, nor shall the covenants of the Developer establish any lien, security interest, or encumbrance on the Property.

11. In the event of a dispute between the parties as to the interpretation, performance or enforcement of the terms and provisions hereof, the parties shall endeavor in good faith to resolve the dispute by negotiation. In the event a resolution of the dispute by negotiation is not definitively reached within a reasonable time (not exceeding 90 days), the parties agree that, as a condition precedent to litigation, they shall submit the dispute to mediation in Charlottesville by a mediator to be designated by the President of the Charlottesville Chamber of

Commerce. Any mediation shall be concluded within ninety (90) days after the initiation of mediation, unless agreed otherwise in a writing signed by all parties. At the conclusion of mediation, if the dispute is not resolved to the satisfaction of the parties, the matter may be submitted for litigation in accordance with the provisions of the following Paragraph.

12. This Agreement shall be governed by the laws of the Commonwealth of Virginia, and, in the event of litigation between the parties, jurisdiction and venue shall be in the Circuit Court of the City of Charlottesville, Virginia, and all legal actions between the parties to this Agreement shall be brought only in such court. All parties hereto agree that, in the event of any action brought to enforce the terms and provisions hereof, the prevailing party (as determined by the Circuit Court judge) shall be entitled to reimbursement of reasonable attorney's fees and court costs. All parties to this Agreement have standing to enforce any covenants, terms, provisions, and agreements set forth herein.

13. This Agreement is the entire agreement between the parties hereto, sets forth all of promises, agreements, conditions, and understandings between the parties respecting the subject matter hereof, and supersedes all prior and contemporaneous negotiations, conversations, discussions, correspondence, memoranda, and agreements between the parties concerning such subject matter.

14. This Agreement is subject to modification only by written agreement signed by all parties hereto.

15. All notices required under this Agreement shall be given in writing, and shall be deemed to be received five (5) days after being mailed by first class mail, postage prepaid, return receipt requested, or one (1) day after being placed for next day delivery with a nationally recognized overnight courier service, or upon receipt when delivered by hand, addressed as follows:

if to the Authority, to:

Economic Development Authority of the City of Charlottesville,
Virginia
c/o Office of Economic Development
Attention: Executive Director
610 East Market St., Room B230
Charlottesville, Virginia 22902

with a copy (which shall not constitute notice) to:

Daniel M. Siegel, Esquire
Sands Anderson PC
P.O. Box 1998
1111 E. Main Street
Richmond, VA 23218-1998, and

if to the City, to:

S. Craig Brown,
City Attorney,
Charlottesville City Hall
651 East Main Street
Charlottesville, VA 22901

if to the Developer, to:

Care of
John Clotfelter
Chief Financial Officer
Dewberry Capital Corporation
One Peachtree Pointe
1545 Peachtree Road, Suite 250
Atlanta, GA 30309

with a copy (which shall not constitute notice) to:

Jason C. Hicks
Womble Bond Dickinson (US), LLP
201 East Main Street
Suite P
Charlottesville, VA 22901

16. The Authority reserves the right to approve in advance the assignment of this Agreement by the Developer to any individual or entity; provided such approval shall not to be unreasonably withheld, conditioned or delayed if the ownership of the proposed assignee is disclosed to the Authority, and the proposed assignee has the requisite capacity to perform the Developer's obligations hereunder. Notwithstanding the foregoing, no approval of the Authority shall be required for

an assignment of this Agreement by the Developer to any affiliate of the Developer. Any such approved or permitted assignee shall be bound by all the terms and conditions, and enjoy all of the rights and benefits, of this Agreement. If the Authority approves the assignment of this Agreement to an assignee that is not affiliated with Developer, then Developer, Owner, and Manager shall be relieved of any and all further obligations hereunder following the effective date of the assignment.

17. This Agreement may be executed in multiple counterparts and the signature pages may be exchanged or delivered by facsimile or email, and each counterpart shall be deemed an original, and all of which together shall be deemed one and the same instrument. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. If any provision of this Agreement is determined to be unenforceable, then the remaining provisions of this Agreement shall be interpreted as in effect as if such unenforceable provisions were not included therein; provided, however, that Developer shall have no continuing obligations hereunder if the payment of the Grants contemplated hereunder is determined to be unlawful or unenforceable. Each of the parties to this Agreement represents that it is fully authorized to enter into this Agreement; that it will be bound by the terms and conditions set forth herein; and that the person whose signature appears below has the authority to bind such party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first written above.

**ECONOMIC DEVELOPMENT AUTHORITY OF
THE CITY OF CHARLOTTESVILLE, VIRGINIA**

By: _____
Title:
Name:

(SIGNATURES OF THE PARTIES CONTINUE ON THE FOLLOWING PAGE.)

DEERFIELD SQUARE ASSOCIATES II, LLC

By its manager, Dewberry Capital Corporation

By: _____
Title:
Name:

DEWBERRY HOSPITALITY GROUP, LLC

By its manager, Dewberry Capital Corporation

By: _____
Title:
Name:

**ACKNOWLEDGED BY THE CITY OF
CHARLOTTESVILLE, VIRGINIA**

By: _____
Title:
Name:

Exhibit “A”
Projected Minimum New City Transient Occupancy Tax Revenue

The following table reflects Developer’s projections, as of the date of this Agreement, as to the minimum new city transient occupancy taxes to be generated during each of the first 10 years following the opening of the Hotel. The projections may or may not be realized. Actual new city transient occupancy taxes may be less or may be more than the following projections. Nothing set forth in the Agreement (or in this Exhibit A) shall constitute a guarantee by Developer as to any specific, minimum, or particular level of new city transient occupancy taxes during any year during the term of this Agreement. The following table is intended to merely constitute Developer’s good faith non-binding projections as of the date of this Agreement.

Year 1	\$150,000
Year 2	\$225,000
Year 3	\$300,000
Year 4	\$300,000
Year 5	\$300,000
Year 6	\$300,000
Year 7	\$300,000
Year 8	\$300,000
Year 9	\$300,000
Year 10	\$300,000

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