

CITY COUNCIL AGENDA February 20, 2024

Juandiego R. Wade, Mayor Brian R. Pinkston, Vice Mayor Natalie Oschrin Michael K. Payne J. Lloyd Snook, III Kyna Thomas, Clerk

4:00 PM OPENING SESSION

This is an in-person meeting with an option for the public to participate electronically by registering in advance for the Zoom webinar at www.charlottesville.gov/zoom. The meeting may also be viewed on the City's streaming platforms and local government Channel 10. Individuals with disabilities who require assistance or special arrangements to participate in the public meeting may call (434) 970-3182 or submit a request via email to ada@charlottesville.gov. The City of Charlottesville requests that you provide a 48-hour notice so that proper arrangements may be made.

Call to Order/Roll Call Agenda Approval

Reports

Presentation: CVille Scholarship
 Presentation: CDBG Presentation
 Presentation: Ranked Choice Voting

5:30 PM CLOSED MEETING 6:30 PM BUSINESS SESSION

Moment of Silence

Announcements

Recognitions/Proclamations

Board/Commission Appointments

Consent Agenda* The consent agenda consists of routine, non-controversial items whereby all items are passed

with a single motion and vote. After the reading of the consent agenda, the mayor will open the floor for comments from the public on the items that were read. Speakers will have up to three minutes each to make comments before City Council votes on the consent agenda. Speakers

must state their name and locality for the record.

4. Minutes: December 5 Draft Development Code public hearing, December 13 special

meeting/work session, December 14 special meeting/work session

5. Resolution: Resolution to Appropriate Opioid Abatement Funds - \$45,073 (2nd reading)

6. Resolution: Resolution to Appropriate Additional COVID Homeless Emergency

Response Program (C.H.E.R.P.) Grant Award - \$16,636.84 (1 of 2

readings)

City Manager Report

Report: Monthly report

Community Matters Public comment for up to 16 speakers (limit 3 minutes per speaker). Preregistration available for

first 8 spaces at https://www.charlottesville.gov/692/Request-to-Speak; speakers announced by Noon on meeting day (9:00 a.m. sign-up deadline). Additional public comment at end of meeting.

Comments on Public Hearing items are heard during the public hearing only.

Action Items

7. Resolution: Resolution to approve the 2024 Blue Ridge Area Food Bank Cold Storage

Project and to reprogram Community Development Block Grant funds from

prior Program Years, in the amount of \$215,000 (1 of 2 readings)

8. Ordinance: Ordinance for creating Shenandoah Mobile Franchise Agreement (1 of 2

readings)

9. Resolution: Resolution of Support for Charlottesville Redevelopment and Housing

Authority and its South 1st Street Phase 2 Redevelopment

10. Ordinance: Ordinance amending Chapter 25 (Social Services), Article III (Rental Relief

for the Elderly and Disabled Persons) Increasing Income Limit, Rents-Paid

Limit (used in the Grant Formula), and Maximum Grant Amount

11. Resolution: Resolution for City purchase of 405 Avon Street and 405 Levy Avenue

properties

General Business

12. Written Report: 2023-Integrated Pest Management Report

Other Business

Community Matters (2)

Adjournment

CHARLOTTESVILLE SCHOLARSHIP PRO GRAM

Fulfilling our
Community's Promise
by supporting our students
and
enriching our community
since 2001

Charlottesville Scholarship Program

A Scholarship Fund of the Charlottesville Area Community Foundation

PO Box 1221 Charlottesville, VA 22902

434.987.8338

cvillescholarship.com scholars@cvillescholarship.com



What is the Charlottesville Scholarship Program?

- Scholarship fund of the Charlottesville Area Community Foundation established by City Council in 2001 with an initial gift of \$250,000
- Provides financial support to City of Charlottesville high school seniors and adults pursuing-2or 4-year undergraduate degrees, vocational training, or professional certifications
- Volunteer Board of Directors with one partime Program Manager
- Volunteer Navigators support and encourage Scholars throughout their course of study

4-year College

Degrees 2-year College

Trade School

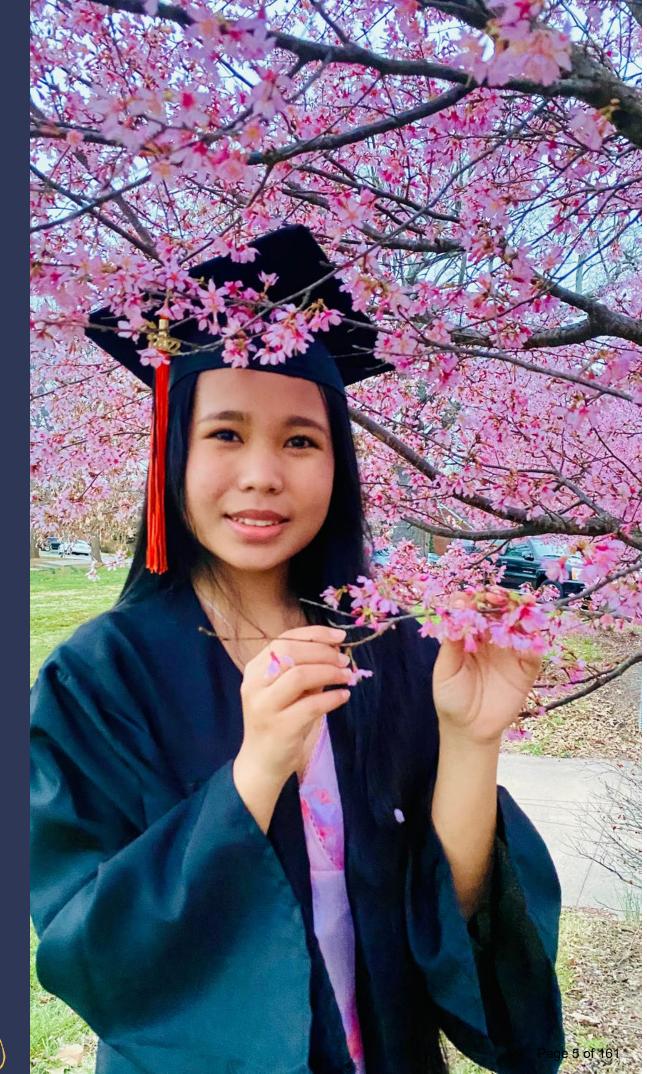
and

Professional

Certifications

How does CSP benefit our scholars and our community?

- Personal Fulfillment
- Career Opportunities
- Increased Earnings
- Establish Family Experience with Post-Secondary Education
- Higher Rates of Civic Engagement
- Higher Rates of Volunteerism
- Higher Voter Turnout
- Healthier Community



Charlottesville Scholarship

Program's Impact

Number of scholars currently supported 35

S111 Mill O Current value of City Council's initial investment of \$250,000

Total value of CSP scholarships awarded to date

\$961,000

188 Total number of CSP scholarships awarded to date

Total number of scholars who have achieved their degree or certification goal

Our CSP Scholars

Averett University Bluefield College Christopher Newport University College of William & Mary Culinary Institute of America East Carolina University Ferrum College Flagler College George Mason University Georgetown University Howard University James Madison University Johnson and Wales University Leslie University Longwood University Lynchburg University Mary Baldwin University



Norfolk State University North Carolina Agriculture & Technical State University Old Dominion University Pennsylvania State University Piedmont Virginia Community College Radford University Rhode Island Institute of Design Syracuse University Temple University University of Virginia University of Mary Washington Virginia Commonwealth University Virginia State University Virginia Tech Wesleyan University

HOW CSP SUPPORTS OUR SCHOLARS





for renewable scholarships each year, with total awards of up to \$13,000 per student

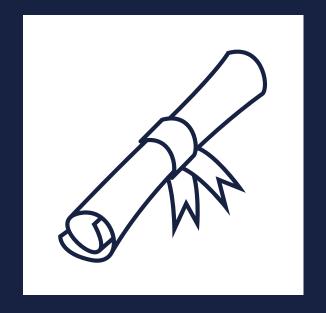
CSP typically selects 11 new students Each CSP Scholar is assigned a local adult volunteer Navigator who supports, advises,& encourages the student throughout the post-secondary course of study

Who is eligible for a CSP Promise Scholarship?

Low- to Moderate-Income People seeking to further their education who are:



Charlottesville City School
System high school seniors
residing in the
City of Charlottesville



Charlottesville City School
System high school
graduates or GED
recipients residing in the
City of Charlottesville



City of Charlottesville

Municipal and Charlottesville

City School System

Employees, regardless of

residency

Preston Coiner Scholarship

A Named Scholarship of the Charlottesville Scholarship Program

Established by the Coiner family in 2015 in honor of Preston Coiner, and administered by CSP, the Preston Coiner Scholarship is funded by the Preston Coiner Endowment. One renewable award is available per year, with the annual payout calculated on a percentage of the Preston Coiner Endowment. Applications require an original essay on some aspect of local history. The Preston Coiner Scholarship is open to Charlottesville or Albemarle public or private high school seniors or adult high school graduates residing in the City of Charlottesville or County of Albemarle.

CSP Annual Calendar



MARCH 1ST

Scholarship
application & renewal
deadline

MARCH

Scholarship Committee review period

APRIL

Scholarship
Committee
prepares list of
recommended new
Scholars

MAY

Board approves
list of new
Promise Scholars

EARLY SUMMER

Scholarship awards paid out

FALL - SPRING

Navigators advise, encourage, and support Scholars

Our Community Partners





INVEST FOR GOOD





















How are we making CSP Scholarships more equitable?

By encouraging, welcoming, and fairly evaluating applications from income-eligible City residents participating in alternative and nontraditional learning programs in the City

- CATEC
- Lugo-McGinnessAcademy
- PREP Ivy Creek
- Virtual Education
- WALK Program

- Knight School
- Home-bound Instruction
- Home-based and Tutorial Assistance
- Hospital Education at UVA Children's Hospital
- Adult Learning Center (Thomas Jefferson Adult and Career Education)

Who else in our community could benefit from a CSP Scholarship?

Adults seeking

- 4-year degree
- 2-year degree
- Vocational Training
- Professional Certification

To improve:

- Work skills
- Career prospects
- Lifetime earnings
- Personal satisfaction

Questions? Comments? Suggestions? Please reach out to a member of the CSP Team

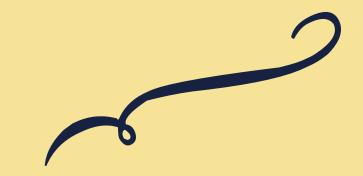
Board of Directors

CHARLIE ROGERS, CHAIR

ERIC MASLEN, VICE CHAIR
CATHY VON STORCH, SECRETARY
ALEXANDER URPI, TREASURER
RACHEL HAILEY
ELLA JORDAN

KRISTEN LUCAS
RAYLAJA W ALLER
DOM MORSE, EX OFFICIO
LEAH PURYEAR, EX OFFICIO
CHAQUITA VENABLE, EX OFFICIO

Stat
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STEPHANIE LEECH, PRÖGRAM MANAGER





Thank you for supporting

our

CSP Scholars!

CITY OF CHARLOTTESVILLE, VIRGINIA CITY COUNCIL AGENDA



Agenda Date: February 20, 2024

Action Required:

Presenter:

Staff Contacts: Samuel Sanders, Jr., City Manager

Title: CDBG Presentation

Background

Discussion

Alignment with City Council's Vision and Strategic Plan

Community Engagement

Budgetary Impact

Recommendation

Alternatives

Attachments

None

CITY OF CHARLOTTESVILLE, VIRGINIA CITY COUNCIL AGENDA



Agenda Date: February 20, 2024

Action Required: Presentation and discussion

Presenter: Taylor Yowell, Voter Registrar

Staff Contacts: Taylor Yowell, Voter Registrar

Title: Ranked Choice Voting

Background

City Council has expressed a desire to continue discussing Ranked Choice Voting. A presentation was made to City Council in August 2023.

Discussion

Alignment with City Council's Vision and Strategic Plan

Community Engagement

Budgetary Impact

Recommendation

<u>Alternatives</u>

Attachments

None

CHARLOTTESVILLE CITY COUNCIL MEETING MINUTES

December 5, 2023 at 4:00 PM Draft Zoning Ordinance Public Hearing Council Chamber, 605 E. Main Street

The Charlottesville City Council met for a special meeting in the form of a public hearing on Tuesday, December 5, 2023, to hear public comments regarding the Development Code/Draft Zoning Ordinance. Mayor Snook called the meeting to order with all members present: Mayor Lloyd Snook, Vice Mayor Juandiego Wade, and Councilors Michael Payne, Brian Pinkston and Leah Puryear. Mayor Snook opened the public hearing, referencing the letter dated November 13, 2023, that was mailed to property owners and residents, notifying them of the opportunity to appear and present their views with respect to the proposed Development Code/Draft Zoning Ordinance (DZO). Registration for public hearing speaking slots began thirty minutes prior to the meeting and Clerk of Council Kyna Thomas called the following individuals to speak in the order in which they signed up:

- 1. Dan Miller, Avon Street, spoke in favor of modest upzoning and against R-C zoning; he also spoke about the need to enforce existing regulations.
- 2. Tyler Miller, Green Street, supported Dr. Miller's comments and requested removal of Section 5.4.d.8 of the DZO, which he stated was taken directly from the State Code. He expressed concern that a meeting of this magnitude was taking place during the workday and not on a weekend.
- 3. Martha Donnelly, Rugby Avenue, spoke in support of increased housing and about biodiversity loss. She requested a pause to learn more about development effects on biodiversity before passing the Zoning Ordinance.
- 4. Sharon Kelley, Palatine Avenue, spoke about the need for infrastructure updates to accommodate upzoning, identifying risks associated with upzoning.
- 5. Mark Kavit, Altamont Street, spoke about the need for infrastructure updates to accommodate upzoning, identifying risks associated with upzoning. He stated that there was no presentation about tax implications of the plan.
- 6. Deb Jackson, Douglas Avenue, spoke about tax implications, assessment values and cost increases for properties after high density upzoning.
- 7. Roy Van Doorn, Rugby Avenue, spoke about infrastructure needs to accommodate upzoning, and the need for citizens to receive information about tax implications related to increased density.
- 8. Kimber Hawkey, Belmont, on behalf of the Belmont-Carlton Neighborhood Association, asked for a Zoning Map change to remove commercial use in Belmont Center.
- 9. James Kelley, Belmont, opposed drastic upzoning.

- 10. John Pfaltz, Rugby Road, stated that the Zoning Ordinance should be resolved by citywide referendum instead of voted upon by City Council.
- 11. Jeff Levien, West Main Street, spoke about the process and the need for developers to have clear, concise, and dependable rules. He requested that the Zoning Ordinance have no text requiring the Board of Architectural Review, City Council or anyone to put conditions on approval or have another look at projects, resulting in decreased height or density prescribed by the Ordinance.
- 12. Michael Caplin, Historic Downtown, spoke about foot traffic needs of the downtown area, and in support of greater density.
- 13. Nancy Summers, Blue Ridge and Barracks Road, expressed concerns about expected crowding near Barracks and Emmet Roads, and stated that the Zoning Ordinance could allow good things to happen with increased density, but should also prevent bad things from happening.
- 14. Bill Emory, East Market Street, expressed concerns with the durability of existing proffers and development plans.
- 15. Vern Buchanan, Tarleton Drive, expressed concern about the work of the Planning Commission and the need to review infrastructure capacity to support the proposed changes. He spoke about traffic and other issues, and requested that Council slow down the process.
- 16. Jean Hiatt, Meadowbrook Heights Road, spoke about density near UVA and the need to preserve existing homes and tree canopy, while adding development.
- 17. David Brown, Meadowbrook Heights Road, stated that the consultants developed the Code document from afar. He requested keeping the current zoning height downtown and he spoke about the need to require one parking space per unit, emphasizing that upzoning cannot be reversed.
- 18. Barry Sisson, Watts Passage, supported the DZO and he shared options for parking in residential areas.
- 19. Nancy Damon, Jefferson Park Avenue, spoke in support of efforts to make housing more affordable with the Zoning Ordinance.
- 20. David Berzonsky, Rockland Avenue (Belmont), supported the DZO and the need to invest in infrastructure to support development. He spoke in favor of backyard cottages to support housing affordability.
- 21. Peter Krebs, city resident representing the Piedmont Environmental Council, spoke in support of the plan, stating that as much of the development as possible should occur in core neighborhoods. He expressed a need to reduce sprawl to meet climate action goals, reduce costs for families, and improve livability.

- 22. Elizabeth Stark, Fairway Avenue, spoke in support of the DZO to increase density in housing and improve affordability. She requested development across the city, particularly near the University of Virginia, versus in poorer neighborhoods.
- 23. Perri Meldon, Meade Avenue, supported the DZO in order to make housing more affordable, diverse, and climate resilient.
- 24. Jim Chang, Ricky Road, expressed concerns about the Meadows Neighborhood. He requested discussion with Council to determine whether to designate it as a sensitive area.
- 25. Ibrahim Khalil, UVA Student Council Legislative Affairs Agency, spoke in support of the recommendations in the Housing Coalition letter signed by thirty organization to address housing affordability. He spoke in support of core neighborhood and core corridor designations, development outside of core areas, increased height and increased building footprint maximums.
- 26. Jeffrey Aten, Hillwood Place, Chair of the Charlottesville Tree Commission, shared recommendations from the Tree Commission regarding the need for more robust language in the ordinance to preserve and protect tree canopy, including the use of an environmental checklist for development.
- 27. Stewart Brown, West Market Street, spoke about DX area limitations and recommended dropping the 13-story limitation, and trading setbacks for a more pleasant ground-level experience.
- 28. Tim Long, Rugby Avenue, objected to an R-C designation for Rugby Avenue. Regarding parking, he said that residents will have cars and will find a place to park even if parking is not mandated for developers. He asked about limits on bike lanes and suggested allowing duplexes.
- 29. Mark Anderson, Elliott Avenue, supported more and denser housing in the city, waiving parking minimums, and mitigating displacement.
- 30. Martha Smythe, Rutledge Avenue, opposed increased density recommended in the DZO.
- 31. Andrew Grimshaw, Alderman Road, spoke about the process for changing zoning, stating that residents were not surveyed. He shared his reason for moving to the area to live in a small university town.
- 32. Jessica Otey, Alderman Road, spoke in favor of incremental increases in density to avoid destroying the character of neighborhoods.
- 33. Lawrence deNeveu, Fondall Terrace, stated that the Zoning Ordinance should be decided by referendum, and he opposed rezoning.
- 34. Bev Wilson, Angus Road, supported upzoning across the city, and spoke against the RN-A designation being applied to The Meadows.

- 35. Josh Krahn, North Avenue, supported the advertised Development Code as a first step to address past exclusionary zoning, and he highlighted the benefits of neighborhood scale commercial uses in all residential districts.
- 36. David Toscano, Evergreen Avenue, spoke in support of increased density while balancing the need to preserve historic neighborhoods, have stable development, and avoid unintended consequences. He encouraged City Council to take their time to make the plan sustainable.
- 37. Benjamin Heller, Blue Ridge Road, opposed adding commercial uses to residential zones and he made other suggestions to address affordability and neighborhood compatibility.
- 38. Gareth Gaston, Rugby Road, spoke in support of proposed zoning changes to tackle the problems of racism, economic inequality, and climate change. He supported allowing denser housing outside of core neighborhoods.
- 39. Sarah Van Vranken, Ridge Street, spoke about the history of zoning in Charlottesville, and zoning laws that have been exclusionary to Black residents. She requested passing the DZO.
- 40. James Van Vranken, Ridge Street, supported the DZO for the benefits of increased density.
- 41. Deborah Murray, Lexington Avenue, opposed the proposed designation of Lexington Avenue as R-B, given the contrasting designation of Evergreen as R-A.
- 42. Matthew Gillikin, Fifeville resident and Co-chair of Livable Cville, shared a co-signed letter from CLIHC (Charlottesville Low-Income Housing Coalition) in support of a Zoning Ordinance that embodies the city's commitment to racial and economic equity, environmental justice, and a more accessible Charlottesville.
- 43. Dede Smith, Fry's Spring resident, spoke about adverse impacts of the DZO to Black residents on Monte Vista (one of the first neighborhoods in the city to sell real estate to Black homeowners) and other low- and moderate-income areas of the city. She requested zoning all residential areas the same.
- 44. Pete Marshall, Gentry Lane, spoke about parking issues, a lack of traffic studies to coincide with the DZO, insufficient public transportation, and he proposed that Council petition the General Assembly to rescind Dillon's Rule in order to implement rent control.
- 45. Florence "Flo" Taylor, 10th Street NW, President of Rose Hill Neighborhood Association, spoke in support of RN-A zoning and the core neighborhood overlay for Rose Hill, and requested including CX-3 zoning for Preston Avenue. She made additional requests for changes to the proposed zoning in the neighborhood.
- 46. Syleethia Carr, lifetime city resident, spoke about the need to stop displacement in core neighborhoods, in support of new development, and in support of CLIHC recommendations.
- 47. Priscilla Anderson, city resident, supported CLIHC recommendations for deeply affordable housing.

- 48. Jay Hooper, Ridge Street, supported CLIHC recommendations and spoke in support of deeply affordable housing, as well as in support of families who have experienced generational trauma as a result of displacement in the past because of zoning changes.
- 49. Susan Fraiman, Brandywine Drive, supported the DZO and inclusionary zoning to tackle the high cost of housing by allowing a wider variety of housing options and zoning them inclusively.
- 50. Anthony Artuso, Kent Road (Lewis Mountain Neighborhood), stated that the DZO is unlikely to yield the stated benefits. He stated that tax revenues will need to be dedicated to pay for affordable housing.
- 51. Thomas Beasley, Mountainview Street, stated that his property currently has a tenant, and the city has not allowed him to sell this property within the last few years that he purchased in 1973.
- 52. Maille (pronounced Mollie) Bowerman, Madison Avenue, UVA student living off grounds and studying urban planning, spoke in support of more housing options since the options offered by the university are limited.
- 53. Anna Malo, Carlton Avenue, spoke in support of recommendations from Livable Cville, and in support of more housing to improve homelessness.
- 54. Andrea Massey, Elliott Avenue, supported recommendations from CLIHC and efforts to improve housing affordability and racial, economic and social justice.
- 55. Katie Ebinger, Park Street, Community Climate Collaborative, spoke in support of the DZO and the need for density in the city to decrease urban sprawl and decrease the need for cars.
- 56. Justin Reid, 10th & Page Neighborhood Association, requested a revision to the DZO, as part of the special exemption permit to the core neighborhood overlay district, making mandatory "at least 20% of the total number of dwelling units must be affordable at or below 50% AMI."
- 57. Tyler Barnes, Midland Street (Belmont), spoke about housing problems in Charlottesville and in support of the DZO.
- 58. Myk Reid, Calhoun Street, spoke about a plan to build in his neighborhood, and in support of more required affordable housing units as well as mandating affordable units into perpetuity.
- 59. Alberic Karina-Plun, River Road, spoke in support of increased density in the DZO to make housing more affordable and to address climate, bikeability and racial equity.
- 60. Vera Mason, Lexington Avenue, opposed multistory buildings that would block views, and increased density. She requested that the city spend more funds on promoting businesses and providing job workshops.

- 61. Mike Parisi, Charlton Avenue, Rose Hill Neighborhood Association Vice President, spoke in support of the DZO, and about racial disparities that have contributed to displacement of Black residents.
- 62. Leonora Crane, Crimson Street, spoke about her experience with limited affordable housing options in the city and the need for enhanced public transit to support increased density. She spoke in support of mixed zoning and revised parking recommendations.
- 63. Will Frost, Goodman Street (Belmont), spoke in support of the DZO.
- 64. Emily Smith, Cypress Park Drive, spoke about a lack of affordable housing in the city and the impacts of eviction. She expressed support from the Legal Aid Justice Center (LAJC) for the recommendations made by CLIHC.
- 65. Oliver Platts-Mills, Nalle Street (Fifeville), supported increased density and affordable housing to benefit communities and generate more housing that is accessible to more people.
- 66. Allison Wrabel, West Water Street (Downtown), spoke in support of the DZO.
- 67. Peter Gray, Thomson Road, opposed using the DZO to achieve affordable housing, and encouraged the city to directly subsidize housing for the people who need it.
- 68. Charles Hanley, Court Square, spoke about housing scarcity and in support of the DZO, with Planning Commission recommendations.
- 69. Peter Rightmyer, Jefferson Park Avenue, spoke about existing local developments in the city, county and University of Virginia, and he stated that the DZO will not build homeowner equity, but will encourage a rental market.
- 70. Josh Carp, Forest Ridge, spoke about Charlottesville as expensive and exclusive, requiring cars. He supported the DZO and requested adding height in entrance corridors and commercial areas.

Mayor Snook called for a thirty-minute recess for Council and staff to have dinner. The meeting reconvened and the public hearing continued.

- 71. Crystal Passmore, Forest Ridge Road, spoke in favor of more housing, building up and out.
- 72. Donna Shaunesey, Birdwood Road, spoke in support of the DZO and asked that more tree canopy protections be added, as well as greenscaping for new projects and requiring trees for parking lots.
- 73. Oliver Kuttner, East Main Street, spoke about two co-owned properties and in support of upzoning and height. He spoke about the affordable by design concept, in favor of a denser zoning code in commercial areas and downtown, and the cost of construction scales of economy related to height.

- 74. Danny Yoder, 10th Street NW, spoke in favor of the DZO to lower the barriers of making Charlottesville a more welcoming and inclusive city.
- 75. Rosia Parker, Hardy Drive, spoke about irresponsible development and a lack of trust and transparency with developers. She requested an update to housing in Westhaven.
- 76. Emily Dreyfus, Swan Lake Drive, supported comments from Justin Reid and the letter submitted by CLIHC. She voiced concerns about recommendations from Preservation Piedmont, stating that increasing special use permits will decrease affordability.
- 77. Joe Liang, first year student at UVA studying urban planning, supported the DZO and upzoning to adapt for the future, reducing reliance on cars and making the city more sustainable and livable for more people.
- 78. Aileen Bartels, Stonehenge, spoke in favor of the DZO and the rights of renters to have a voice in influencing zoning.
- 79. Travis Allen, Anderson Street, stated that the proposal is above market rate, and that the Plan is traumatizing to a lot of homeowners who fear predatory buyers, developers, and decreased affordability. He opposed rezoning out of concern for existing red flags and gray areas.
- 80. Charlie Wessinger, Spring Lane, second year Planning major at UVA, spoke in favor of the DZO to improve the supply of affordable housing units, inclusionary zoning, and move the city toward its climate goals.
- 81. Valerie Long, 2nd Street SE, spoke in favor of the DZO and Zoning Map, and asked Council to reconsider limiting height in entrance corridors.
- 82. Mo Van de Sompel, Cabell Avenue, spoke in support of housing density. He spoke about the housing crisis and benefits of density as related to decreased traffic, more affordable housing, and improved climate.
- 83. Kevin Riddle, Park Street, spoke in favor of the DZO. He asked Council to reconsider limiting height at entrance corridors and to reconsider allowing commercial use in residential zones, referencing commercial uses that have been successful in Belmont.
- 84. Dean Hansen, Forest Street, spoke about Booker Street and specific proposed zoning for CX-3 lots that would impact a predominantly Black neighborhood, in a small no-outlet street.
- 85. John Hossack, Davis Avenue, stated that the Plan does not adequately address equity, regional collaboration or a comprehensive approach.
- 86. Jake Hecker encouraged eliminating parking minimums to improve affordability and limit sprawl. With these provisions, he supported the DZO.
- 87. Ginny Keller, Preservation Piedmont, requested that Council take another look at reverting back to language for DX height to the August 2023 ordinance draft. She asked Council to review the submitted proposals from Preservation Piedmont and stated that Small Area Plans and a Skyline Plan are needed to inform the Zoning Ordinance.

- 88. Natalie Oschrin, Caroline Avenue, asked Council to support the changes that the community needs to be sustainable, accessible and affordable. She asked Council to adopt the DZO with provisions for eliminating parking requirements, re-legalizing neighborhood-scale commercial use, and reconsidering the revised height limits at entrance corridors.
- 89. Jay Oschrin, Meriwether Street, spoke in favor of more housing and adopting the DZO.
- 90. Claire Denton-Spalding, Old Fifth Circle, president of the Willoughby Towns Homeowners Association, supported the DZO as a tool to address racial and economic equity, environmental justice and a more accessible city.
- 91. Nicole Scro, Mobile Lane, land use and zoning attorney, encouraged Council to look to staff and consultants who have worked to curate and navigate solutions that address restrictions such as gross square footage, and she emphasized that the current Zoning Ordinance includes exclusionary zoning.
- 92. Sarah Malpass, Bailey Road, spoke about economic displacement within the last fifteen years in the Fifeville neighborhood, and in support of the DZO to positively impact housing affordability.
- 93. Kevin Lynch, Locust Avenue, stated that what started as an affordability plan is now a density plan. He encouraged efforts to get UVA to provide housing for second-year students.
- 94. Sam Gulland, Goodman Street, spoke in favor of the DZO as a tool for creating more housing and more types of housing. He spoke in support of the thoroughness of DZO process and in favor of R-A zoning districts over using the sensitive community or anti-displacement overlay.

With no additional speakers coming forward, Mayor Snook closed the public hearing.

On motion by Pinkston, seconded by Wade, Council by a 5-0 vote continued its consideration of the Draft Zoning Ordinance to its Wednesday, December 13, 2023, work session/special meeting (Ayes: Payne, Pinkston, Puryear, Snook, Wade; Noes: none).

The meeting adjourned at 7:54 p.m.

BY Order of City Council

BY Kyna Thomas, Clerk of Council

CHARLOTTESVILLE CITY COUNCIL SPECIAL MEETING MINUTES WORK SESSION - Draft Zoning Ordinance Deliberations December 13, 2023 at 6:00 p.m. City Hall Council Chamber, 605 E. Main Street

The Charlottesville City Council held a special meeting in the format of a work session on Wednesday, December 13, 2023, to deliberate the proposed Zoning Ordinance, following a public hearing held on December 5, 2023. Mayor Snook called the meeting to order with all members present: Mayor Lloyd Snook, Vice Mayor Juandiego Wade, Councilors Michael Payne, Brian Pinkston and Leah Puryear.

On motion by Pinkston, seconded by Wade, Council voted unanimously pursuant to Section 2.2-3712 of the Code of Virginia to convene in a closed meeting as authorized by the Code of Virginia Section 2.2-3711(A)(8) for consultation with the City Attorney regarding legal matters requiring the provision of legal advice, specifically, legal matters related to the proposed zoning ordinance.

On motion by Pinkston, seconded by Wade, Council certified by a recorded vote of 5-0 that to the best of each Councilor's knowledge, only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion convening the closed meeting were heard, discussed, or considered in the closed meeting (Ayes: Payne, Pinkston, Puryear, Snook, Wade; Noes: none).

Lauren Hildebrand, Director of Utilities, presented a report on the City's utility infrastructure and operations. Council asked clarifying questions as a follow up to public comment at the December 5 draft Zoning Ordinance (DZO) public hearing.

Council discussed design and discretionary review issues and amendments to the DZO. They discussed parameters of the Board of Architectural Review (BAR) review for Architectural Design Control Districts within the current Zoning Ordinance and amendments to the review process for compatibility with the DZO, as well as the Affordable Dwelling Unit Ordinance.

James Freas, Director of Neighborhood Development Services, described the limitations of the Entrance Corridor Review Board in the City Code and presented the options for addressing concerns within entrance corridors. Councilors generally agreed that provisions should be in the base requirements rather than left to discretionary decisions. The consultant summarized the review process for Special Use and Special Acceptance to determine if the reviews will be incorporated in the DZO. Council discussed scenarios that impact affordability.

On motion by Pinkston, seconded by Puryear, Council voted unanimously to continue its consideration of adoption of the Draft Development Code to its work session on December 14, 2023, at 6:00 p.m. (Ayes: Payne, Pinkston, Puryear, Snook, Wade; Noes: none).

The meeting adjourned at 9:54 p.m.

BY Order of City Council

BY Maxicelia Robinson, Deputy Clerk of Council



CHARLOTTESVILLE CITY COUNCIL SPECIAL MEETING MINUTES WORK SESSION - Draft Zoning Ordinance Deliberations December 14, 2023 at 6:00 p.m.

City Hall Council Chamber, 605 E. Main Street

The Charlottesville City Council held a special meeting in the format of a work session on Thursday, December 14, 2023, to continue deliberation of proposed changes to Chapter 34 of the Code of the City of Charlottesville - Zoning Ordinance/Development Code. Mayor Snook called the meeting to order and noted all members present: Mayor Lloyd Snook, Vice Mayor Juandiego Wade, Councilors Michael Payne, Brian Pinkston and Leah Puryear.

James Freas, Director of Neighborhood Development Services, introduced the topics for the meeting, and areas for Council guidance. He referenced a memo that he sent to City Council earlier in the day regarding disposition of pending projects and the maps showing the map decisions Council has already made (including the one from December 13). The following remaining items were discussed:

- 1. Homestays Ordinance
- 2. Accessory Dwelling Unit provisions and the RN-A and Core Corridor Districts
- 3. Disposition of Pending Projects
- 4. Next Steps

Council acknowledged agreement by unanimous consent for adding two districts which would allow the use of homestays. Councilors except Snook were in favor of keeping the RN-A (Residential Core Neighborhood District) designation and they provided guidance on mapping for the RN-A districts and corridor overlays.

Council discussed staff's recommendations for affordability and length of affordability. A notable concern with the proposed Accessory Dwelling Unit provisions was the significant difference between the proposed requirements as they apply to rental versus ownership units.

Mayor Snook introduced a discussion about implementing a gross floor area limit in at least R-A Districts to comply with the Comprehensive Plan. Christy Dodson, Code Studio, provided justification for the "house-sized" building footprint. Councilors generally agreed to limit habitable spaces on a lot in residential areas to 7500 square feet.

Regarding disposition of pending projects, there are a number of projects in various stages of the site plan review process from some nearing completion of their review after many months and others only recently submitted. These projects do not qualify for vesting under state law and have no legal entitlement to continued review under the existing zoning ordinance after the effective date of the new ordinance. Council has the option to establish a set of criteria that grant some or all of these projects the right to continue the review and approval process under the existing zoning through a resolution adopted at the time of the adoption of the new zoning ordinance. The primary decision to be made is regarding the submission cutoff date. A project submitted before this date would continue under the existing zoning. A project submitted after that date would be subject to the new zoning code. Staff have identified three reasonable options.

- 1. August 31, 2023 This date was the first advertisement of the draft zoning ordinance for the Planning Commission's public hearing. The advertisement represents a clear notice of the pending decision by the City of the upcoming change to the zoning ordinance.
- 2. November 21, 2023 This date was the first advertisement of the draft zoning ordinance for the Council's public hearing. Again, the advertisement represents a clear notice of the pending decision by the City of the upcoming change to the zoning ordinance. This date is later and reflective of some of the proposed amendments to the ordinance by the Planning Commission.
- 3. December 18, 2023 This date is the (presumed) adoption date for the new ordinance.

Staff concluded that option 1 above offers a fair balance between those projects that have been diligently pursuing approval over a number of months and minimizing the number of projects under review using the provisions of what will be the old ordinance in the future. Therefore, staff recommended Option 1. In addition to the cutoff date, the resolution should also establish a deadline or criteria for a project to maintain its status as "vested" under the terms of this proposed Disposition of Pending Projects resolution in the existing ordinance. Staff recommended that these projects be required to actively pursue approval unless given a time extension by the Director of NDS and have a deadline of completing site plan review by July 1, 2025. In addition, the new ordinance includes a requirement that, after the third submission, if a project does not get approval, the applicant must submit a new application, with new fees and any other requirements. Staff recommends that if a new submission is required, that a project lose its "vested" (by Council resolution) status. Council was in favor of staff recommendations.

After further discussion of specific areas of the city and zoning designations, Council by unanimous consent agreed on the R-B designation for areas that currently house trailer parks. They provided additional guidance to staff on zoning map considerations for other areas.

On motion by Pinkston, seconded by Puryear, Council by a vote of 5-0 (Ayes: Payne, Pinkston, Puryear, Snook, Wade; Noes: none) continued its consideration of adoption of the draft Development Code to its Monday, December 18, 2023, regular meeting.

The meeting adjourned at 8:37 p.m.

BY Order of City Council

BY Kyna Thomas, Clerk of Council

CITY OF CHARLOTTESVILLE, VIRGINIA CITY COUNCIL AGENDA



Agenda Date: February 20, 2024

Action Required:

Presenter: Ashley Marshall, Deputy City Manager, Michael Thomas, Fire Chief

Staff Contacts: Ashley Marshall, Deputy City Manager

Krisy Hammill, Director of Budget Chris Cullinan, Director of Finance

Title: Resolution to Appropriate Opioid Abatement Funds - \$45,073 (2nd

reading)

Background

Due to the impact of the opioid epidemic, multiple legal suits were filed on behalf of various states and localities. The City of Charlottesville joined with the Commonwealth of Virginia in a multi-state class action lawsuit that accused OxyContin maker Purdue Pharma and other nationwide distributors of misleading doctors and catalyzing America's nationwide opioid epidemic. A Memorandum of Understanding for the Virginia Opioid Abatement Fund and Settlement Allocation was drafted in August 2021 that outlined the distribution process for the Commonwealth. All 122 counties and cities in the Commonwealth, including the City of Charlottesville, signed this MOU. The memorandum can be found in full at: https://nationalopioidsettlement.com/wpcontent/uploads/2021/10/VA-Opioid-Abatement-Fund-and-Settlement-Allocation-MOU1.pdf.

As of January 19, 2023, three national-level opioid settlements have been approved by Virginia state courts that result in payments to Virginia. Those settlements include McKinsey (roughly \$13 million); McKesson, Cardinal Health, and AmerisourceBergen (referred to as "distributors" by the OAA; roughly \$21 million); and Jansen Pharmaceutical (roughly \$64.7 million). Additionally, settlements with Mallinckrodt is expected to provide a possible \$17 million to the Commonwealth in full, and settlements with Walmart will provide roughly \$60 million to the Commonwealth in full. The above-referenced MOU includes a formula for distributing the proceeds of opioid settlements based on a measure of harm per capita to communities across Virginia. The City of Charlottesville will receive roughly 0.0463% of the funding submitted to the Commonwealth per memorandum, and it may use the funds it receives to enter into agreements with service providers focused on the abatement of Opioid Use Disorder (OUD) or prevention of OUD. Estimated Opioid Fund information can be found on the OAA's website at:

https://www.oaa.virginia.gov/media/governorvirginiagov/oaa/grants/Summary-of-Opioid-Funds-to-Virginia-Localities.xlsx

Discussion

The City of Charlottesville has received direct distributions from the distributors for \$170,114.40 for Fiscal Years 2023 and 2024 as of December 15, 2023. The City has not yet requested distribution from the Virginia Opioid Abatement Fund. As of this Council Meeting, the City has not spent any opioid funding.

The Charlottesville Fire Department has been approved by the Virginia Department of Health's Office of Epidemiology's Division of Pharmacy Services to administer and prove naloxone nasal spray according to the statewide naloxone standing order issued by the Commissioner of Health. CFD is now able to provide naloxone nasal spray for the intent to be used by first responders following established policies and procedures to be dispensed or administered to a person who is believed to be experiencing or about to experience a life-threatening opioid overdose. Naloxone is a medication that is FDA-approved and works to rapidly reverse an opioid overdose as an opioid antagonist. The program requires safe and secure storage and administration of the medication, and that is done through dispensing machines. The supply dispensers provide a centralized point of access for the entire CFD team, making it easy to keep inventory organized and secure. Further, the integrated trackers and security modules ensure that there are accurate stock counts, reduce errors, and eliminate the need for manual entry of items, location bins, pick orders, and inventory receiving. Further, it ensures that only authorized staff members may access the medications.

To secure these machines, the City would like to allocate opioid abatement funding for this harm-reduction effort. The efforts abide by the desires of the settlement proper to engage in activities that may be seen as prevention, treatment, or harm reduction. Further, the activity matches the Virginia Opioid Abatement Authority's "gold standard" usage that requires participating cities and counties to only utilize OAA distributions and direct distributions to fund efforts designed to treat, prevent, or reduce opioid use disorder or the misuse of opioids through evidence-based or evidence-informed methods, programs, or strategies and funding may not supplant funding of an existing program nor collect indirect costs. [See: https://www.oaa.virginia.gov/media/governorvirginiagov/oaa/pdf/Policy-for-Gold-Standard-Incentive-to-Cities-and-Counties---Adopted-Oct-24,-2022.pdf]

Therefore, staff requests the ability to use \$45,073 to purchase three (3) U-Cap It Series 5 Vending Machines with card readers and fingerprint readers, one (1) biometric registration station, five hundred (500) medication safety dispenser bags, and two hundred (200) IV Fluid safety dispenser bags along with one (1) year of annul software costs and warranties/maintenance costs on the three machines. This purchase will also include in-person and online training for Charlottesville Fire Department (CFD) staff and the set-up and installation of the machines.

Alignment with City Council's Vision and Strategic Plan

This program aligns with the Public Safety Strategic Outcome Area, where Charlottesville provides comprehensive, trusted public safety services and treats everyone with respect and dignity.

Community Engagement

N/A

Budgetary Impact

There is no budgetary impact on the City's General Fund as these expenses would be funded using the Opioid Abatement grant funds.

Recommendation

Staff recommends that the Council approve this appropriation from the opioid abatement fund to purchase the three medication dispensing machines for the Charlottesville Fire Department.

Alternatives

If the funding is not appropriated, CFD would need to seek general fund support for the required purchase.

Attachments

1. CFD Opioid Appropriation Resolution

RESOLUTION Appropriating funds from the National Opioid Settlement Program \$45,073

WHEREAS, the City of Charlottesville through the Virginia Opioid Abatement Fund, has received funds from the National Opioid Settlement Program to be used for eligible costs under the Memorandum of Understanding;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the sum of \$45,073 is hereby appropriated in the following manner for use by the Charlottesville Fire Department to purchase medication dispensing machines:

Revenues - \$45,073

Fund: 214 CC: 3531001000 G/L Code: 440040

Expenditures - \$45,073

Fund: 214 Internal Order: 2000185 G/L Code: 520900

CITY OF CHARLOTTESVILLE, VIRGINIA CITY COUNCIL AGENDA



Agenda Date: February 20, 2024

Action Required: Appropriate Additional \$16,636.84 in CHERP Funding

Presenter: Taylor Harvey-Ryan, Grants Program Manager

Staff Contacts: Taylor Harvey-Ryan, Grants Program Manager

Title: Resolution to Appropriate Additional COVID Homeless Emergency

Response Program (C.H.E.R.P.) Grant Award - \$16,636.84 (1 of 2

readings)

Background

The Office of Community Solutions in coordination with the Blue Ridge Area Coalition for the Homeless (B.R.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 original COVID Supplement for the Virginia Housing Solutions Program award has been amended to include an additional \$16,636.34 for a total of \$837,650.44 and the contract period extended to March 31, 2024. This portion of the C.H.E.R.P. award must be used for non-congregate emergency shelter operation expenses and related administrative expenses.

Discussion

The City of Charlottesville has staff from the Department of Human Services and Office of Community Solutions taking leadership roles in the governance of B.R.A.C.H. The grant provides services in several points along the local continuum of services including emergency shelter, rapid re-housing, and system coordination.

Alignment with City Council's Vision and Strategic Plan

This grant advances City Council's Strategic Plan Framework Outcome Area: Housing, as it provides access to shelter for individuals experiencing homelessness. Individuals experiencing homelessness are then connected with resources such as Rapid Re-housing to provide them with assistance to obtain and maintain permanent housing.

Community Engagement

This grant is a part of the extensive engagement of the service provider community for people experiencing homelessness. This partnership is reflective of the City's partnership with B.R.A.C.H.

Budgetary Impact

There is no budgetary impact for the City of Charlottesville. This grant will be entirely Federal passthrough funds and no local match is required. All funds will be distributed to sub-recipients for service provision.

Recommendation

Staff recommend the approval and appropriation of grant funds.

Alternatives

Council may elect to not accpt the funds and the community will not have the capacity to provide additional shelter beds for people experiencing homelessness in the City of Charlottesville. The current need for emergency shelter is outpacing the current funding available for emergency shelter.

Attachments

1. CHERP Resolution 2024 Amendment

RESOLUTION

Appropriating Funding in the Amount of \$16,636.84 To Be Received from COVID Homeless Emergency Response Program (C.H.E.R.P)

WHEREAS, The City of Charlottesville, through the Office of Community Solutions, has been notified that it will be awarded an additional grant from the COVID Homeless Emergency Response Program (C.H.E.R.P.) of the Virginia Department of Housing and Community Development, in the amount of \$16,636.84.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that, upon receipt of the additional C.H.E.R.P. funding from the Commonwealth, said funding, anticipated in the sum of \$16,636.84, is hereby appropriated in the following manner:

Revenues \$16,636.84	Fund 209	Order 1900401	GL 430120 State (Federal pass-thru)
Ψ10,030.04	Tund 20)	Older 1700401	OL 450120 State (1 edetai pass tiliu)
Expenditures	F 1000	0.1.1000401	GY 520550 G
\$16,.636.84	Fund 209	Order 1900401	GL 530550 Contractual Services

BE IT FURTHER RESOLVED that this appropriation is conditioned upon receipt of \$16,636.84 in funds from the Virginia Department of Housing and Community Development.



City Manager's Report

City Departments

2-20-2024

City Manager – Sam Sanders (he/him)

- Joined Mayor Wade on *In My Humble Opinion* where we talked about All Things Charlottesville on Sunday, January 29th; Thank you to Charles and Razor for a great conversation.
- My 2nd Quarter Work Plan has been posted on the City Manager's Webpage for review (copy attached).
- Events/Meetings Attended:
 - Charlottesville Emergency Shelter Operations Plan Review & Tabletop Exercise February 6th
 - o Had an Introductory Meeting with the Blue Ridge Rotary Club– February 7th
 - Spoke about Managing Conflict Resolution to Chamber's Leaders Lab February 9th

Deputy City Manager for Social Equity – Ashley Marshall (she/her)

- SOCIAL SERVICES HELPS LAUNCH LOCAL CAREPORTAL
 - The Department of Social Services has partnered with area faith-based organizations to participate and launch the CarePortal program. This new, online program will work to expand the community supports available to families who are involved with the child welfare system. Social workers put in a request a child or family has and participating groups answer that request. For more information please reach out to the Department of Social Services for more information 434-970-3400.
- CITY MARKET VENDOR APPLICATIONS OPEN
 - Calling all interested vendors! The City Market, a program of Parks & Recreation, is currently accepting applications for the 2024 market season. Interested vendors can apply online at: https://www.charlottesville.gov/623/Market-Vendor-Application.
- CHILDREN'S & ADAPTIVE SUMMER CAMP REGISTRATION OPEN
 - The Parks and Recreation Department will host its annual summer camps starting in June 2024. City residents can begin registering their children and loved ones starting on February 12th online at: https://vacharlottesvilleweb.myvscloud.com/webtrac/web.
 - We would also like to remind the public that Parks and Recreation also offers scholarships for eligible City residents that can be applied to classes and camps. Information on our scholarship program is available online at: https://www.charlottesville.gov/950/Scholarships.

Charlottesville Area Transit – Director Garland Williams (he/him)

 Michael J. Newbill will join CAT as the Assistant Director of Transit for Maintenance and Facilities on March 11, 2024. Michael's strong background in municipal and local government, complemented by over 11 years of experience in Fleet Management, provide the years of experience needed to improve CAT's service repair model.

Charlottesville Fire Department - Chief Michael Thomas (he/him)

• The Charlottesville Fire Department is currently seeking applications for the position of Firefighter/EMT. No previous experience is required as the CFD will provide on-the-job training to certify individuals as firefighters and emergency medical technicians during their recruit academy. Applicants must possess a valid driver's license, a high school diploma or GED equivalent, and must agree to and sign a no-tobacco contract. The CFD is looking for candidates from all backgrounds, and we strongly encourage women and individuals from diverse communities to apply for the position. The starting salary for this role is \$50,552. Applications will be accepted until Thursday, February 22, 2024, at 5:00 p.m. If you're interested in making a difference in the Charlottesville community, you can find more information about this position and how to apply at www.charlottesville.gov/fire.

Department of Information Technology – Director Steve Hawkes (he/him)

- We're very happy to announce the long-standing Downtown Mall Wifi project with Ting is fully complete. The final access points, disclaimer for users, and configuration for the system were completed the end of January.
- On the staffing side, our new SAP Software Engineer, Anu Chakraborty, started February 5. Anu will help with many of the various SAP initiatives underway as well as be another resource for the SAP upgrade to S/4Hana project. Our UVA intern for this semester, Ziang Zhang, also started on February 5 and he will be working on a project to provide a better valid City address listing on our website.

Neighborhood Development Services – Director James Freas (he/him)

• The Charlottesville Development Code effective date is February 19. Beginning on that date, all applications received will be reviewed according to the new code.

Parks & Recreation – Acting Director Riaan Anthony (he/him)

- Meadowcreek Golf Course has awarded a contract to Troon Golf who will manage the day-today operations for the course. Troon Golf is expected to transition into operations in March.
- City Market is accepting applications for the 2024 market season. Interested vendors can apply online at: https://www.charlottesville.gov/623/Market-Vendor-Application.
- The Comprehensive Master Plan for the Department continues, and citizens can provide feedback and take the survey at: <a href="https://engagepros.mysocialpinpoint.com/Charlottesvillehttps://engagepros.mysocialpinpoint.

- Parks and Recreation will host its annual summer camps from June 17 July 19th for ages 5-12 at Burnley Moran Elementary and Venable Elementary school. Registration for City of Charlottesville residents began on February 12, 10:00 AM. Residents can register online at https://vacharlottesvilleweb.myvscloud.com/webtrac/web. Residents can register online at https://vacharlottesvilleweb.myvscloud.com/webtrac/web.
- Registration for Adaptive Recreation Camps begins March 11 at 10:00 AM. The Community can register online at https://vacharlottesvilleweb.myvscloud.com/webtrac/web.
 - Nature Arts Camp (Ages 16-25) Book T Washington Recreation Center July 29-August 2.
- Adaptive camps will run June 17- July 26 at Crow Recreation Center (Ages 6-13) and Albemarle Post High House (Ages 14-22). Registration for Adaptive Recreation Camps begins March 11 at 10:00 AM. The Community can register online at https://vacharlottesvilleweb.myvscloud.com/webtrac/web.
- Parks and Recreation also offers scholarships for eligible City residents that can be applied to classes and camps. Information on our scholarship program is available online at: https://www.charlottesville.gov/950/Scholarships.
- The Department's annual Father Daughter Dance at Carver Recreation Center was held on February 16th and 17th from 5pm-7pm. We hope all the attendees had a great time! Registration for this event is online at https://vacharlottesvilleweb.myvscloud.com/webtrac/web.
- Scholarships are available for residents only at https://www.charlottesville.gov/950/Scholarships.
- Congratulations to Interim Director Riaan Anthony for his acceptance into the National Recreation and Park Association's Director's School, a professional development program that attracts leaders in Parks and Recreation spaces across the country, in March 2024.

Public Works - Director Steven Hicks (he/him)

- The City Leaf Collection Service is scheduled to end Thursday, February 29th. Remaining collection dates for your zone:
 - o Zone A: February 5th February 9th
 - o Zone B: February 12th February 16th
 - o Zone C: February 19th February 23rd
 - o Zone D: February 26th February 29th
 - *Please note the text-alert reminder service should now reflect these new service dates
- We appreciate your patience and understanding as our crews work toward a thorough final round clean-up for the City, after winter weather and safety sensitive operation efforts caused a delay in the original leaf collection schedule. Information around the leaf collection, including updated schedule materials can be found here: https://www.charlottesville.gov/395/Leaf-Collection.

Utilities – Director Lauren Hildebrand (she/her)

- The Department of Utilities' Annual Customer Satisfaction Survey is now open. Utilities values customer feedback and welcomes the opportunity to gather information that helps us continue, and build on, our range of services, programs, and initiatives. Customers can access the survey link through Utilities' electronic newsletter and on our website at www.charlottesville.gov/utilities. Paper copies of the survey are available upon request by contacting Utilities Outreach at (434) 970-3686. All responses will be kept completely confidential. Thank you in advance for your participation!
- The Department of Utilities is excited to announce that the Arbor Day Foundation's Energy-Saving Trees Program is back for its third year! Utilities customers in the City of Charlottesville have an opportunity to continue the tree-mendous success of this program by receiving one of 200 free trees to plant on their property. The strategic planting of trees helps conserve energy and reduce energy bills for individual households, while simultaneously providing additional benefits to the broader community. Tree reservations are limited to one tree per service address and made on a first-come, first served basis beginning Monday, March 4th.

 Reservations can be made by accessing Utilities' interactive tree portal provided by the Arbor Day Foundation at www.arborday.org/charlottesville. For more information about the Energy-Saving Trees Program, please contact Utilities Outreach at utilitiesoutreach@charlottesville.gov.

Social Services – Director Sue Moffett (she/her)

 The Charlottesville Department of Social Services joined with the Albemarle Department of Social Services and area faith based organizations to launch the CarePortal. This new, online program will help expand the community supports available to families who are involved with the child welfare system. Social workers put in a request a child or family has and participating groups answer that request. Contact the Department of Social Services for more information 434-970-3400.

CITY OF CHARLOTTESVILLE, VIRGINIA CITY COUNCIL AGENDA



Agenda Date: February 20, 2024

Action Required: Approval of the 2024 Blue Ridge Area Food Bank (BRAFB) Cold Storage

Expansion Project and the associated appropriation of \$215,000 in unspent Community Development Block Grant (CDBG) funds from prior program years to support the modernization and expansion of vital refrigerated storage capacity and related amenities at BRAFB's food distribution center for the

Charlottesville service area, located at 1207 Harris Street

Presenter: Anthony Warn, Grants Analyst, Taylor Harvey-Ryan, Grants Program Manager

Staff Contacts: Anthony Warn, Grants Analyst

Title: Resolution to approve the 2024 Blue Ridge Area Food Bank Cold Storage

Project and to reprogram Community Development Block Grant funds from prior Program Years, in the amount of \$215,000 (1 of 2 readings)

Background

The City of Charlottesville is an Entitlement Community (EC) as designated by the U.S. Department of Housing & Urban Development (HUD) and, as such, is the recipient of annual allocations of federal funds through HUD's Community Development Block Grants (CDBG) program. While the city has used CDBG funds over the years to support many beneficial community development programs, some funded programs in prior years did not fully utilize the full funds awarded to them and, as a result, have unspent balances that are available to be reprogrammed to new eligible CDBG activities.

In addition, to ensure the effective and efficient use of federal fund awards, HUD has established rules requiring the timely use of CDBG funds for the benefit of recipient communities. These rules spell out specific time periods during which awarded funds must be used, after which they are at risk of being reclaimed by HUD to be awarded to other communities. Reclamation of unused funds by HUD would not only represent an immediate loss of potential benefit for the local community but could also put future awards at risk of being reduced, an outcome staff is very much committed to avoiding.

Discussion

The Blue Ridge Area Food Bank (BRAFB) is a vital contributor to the well-being of our community, providing essential nutritional supports to an ever-growing number of individuals and families in need. In the prior fiscal year (July 1, 2022, through June 30, 2023), for example, the pantries and program sites within Charlottesville that BRAFB supplies with food were visited by guests 117,797 times. Illustrated another way, BRAFB and its allied programs in the city served an average of 9,816 individuals a month. In Albemarle County, by way of comparison, pantries and program sites were visited 53,742 times in that same fiscal year, for an average of 4,478 guests served per month.

BRAFB, however, relies on certain aging infrastructure to fulfill its mission of improving food security through equitable access to good nutrition for all, specifically a 14+ year old commercial refrigeration unit that is wholly inadequate to their current needs and which presents numerous challenges to their daily operations, not least of which is that BRAFB has to turn away deliveries of significant amounts of fresh produce because they lack the space needed to safely store it until it can be distributed to those in need.

BRAFB is a Virginia-based nonprofit 501(c)(3) community-benefit organization that has served the residents of the Charlottesville area for over 42 years, operating locally out of their Harris Street location for more than 20 years. BRAFB serves residents of 25 counties and 8 cities on both sides of the Blue Ridge mountains. BRAFB organizes these 25 counties into four primary service areas and operates a central distribution center for each service area, with the distribution center for the Charlottesville service area located at 1207 Harris Street. In addition, while BRAFB has a small but dedicated staff on site, a significant portion of the work of preparing food for delivery is done by a large network of dedicated volunteers.

With these four central distribution centers, BRAFB operates as the vital central hub of a wide network of local food-service organizations, distributing food from its warehouses out to a wide array of local pantries and food kitchens, mobile food pantries, Meals on Wheels, among many others.

BRAFB is also extremely highly responsive to the needs of the local community. For example, even though the Harris Street warehouse is primarily designed to serve as a central distribution hub for partner organizations, BRAFB staff noticed in recent years many persons in need arriving in person, often from the local bus stop.

Rather than turn away persons in need, BRAFB staff expanded their network of mobile food pantries and reconfigured a portion of their limited warehouse space to serve as an on-site food pantry, from which they work to ensure that everyone arriving in person leaves with food of their choice and that no one is turned away.

Food Insecurity in Charlottesville

The services that BRAFB provides are a vital element in supporting our community. According to 2023 data provided by the 'Map the Meal Gap' project of Feeding America, a nonprofit organization that coordinates a national network of over 200 food banks and related organizations, the food insecurity rate in Charlottesville is 11.2%, as compared to a statewide average of 8.1% for Virginia as a whole and a national average of 10.4%. (Source: https://map.feedingamerica.org/)

This rate represents approximately 5,230 city residents who meet the national criteria of 'food insecure,' a preventable condition defined by the USDA as the lack of access, at times, to enough food for an active, healthy life. Across its four service areas, BRAFB recorded an average of 130,724 visitors per month across the months of July 2022-March 2023. In 2023, BRAFB distributed to its local partners approximately 27.4 million pounds of food from this location, enough to provide approximately 22.8 meals.

The Growing Cold Storage Crisis at BRAFB

For organizations like BRAFB, a reliable and dependable commercial-grade refrigerator is an essential component of their daily operations. The amount of fresh produce BRAFB seeks to supply

to its network has increased significantly in recent years. As of 2023, as much as 19% of the food served by BRAFB's Harris Street location is perishable and in need of cold storage that meets USDA requirements, further underscoring the vital role played by their refrigeration unit.

This increasing percentage reflects two positive and important trends, both of which will be enhanced by a new commercial refrigerator.

First, in recent years, BRAFB has elevated in importance its organizational goal to provide its beneficiaries with fresher produce options of a higher nutritional value, a goal hampered by their current limited refrigeration capacity. Mirroring a positive and growing national trend for healthier food options, BRAFB's local food partners have similarly embraced this goal and have significantly increased their requests to BRAFB for fresh produce options.

In addition, BRAFB benefits from several United States Department of Agriculture (USDA) programs, meaning that to maintain eligibility for USDA services, their distribution centers must meet strict USDA food storage criteria, thereby magnifying the importance for them of reliable and efficient cold food storage.

BRAFB's current refrigerated cooler, however, is highly inadequate to their growing needs and severely limits their ability to deliver on these goals, specifically due to its age, small size, and being costly to operate, maintain and repair.

BRAFB's current refrigerator unit was installed a little over fourteen (14) years ago and is, consequently, rapidly approaching the end of its rated service life of 15 years. The age of the current unit poses many operational challenges, including an increasing need to implement costly repairs in recent months just to keep it working, even though signs of continuing decay are clearly evident. For example, the original seals between the wall panels have decayed over 14 years of operation, resulting in the loss of refrigeration and increased electrical costs to maintain safe temperatures in accordance with USDA requirements. Patching these fraying seals cost BRAFB approximately \$6000, but for a commercial unit like this, repairs like these are, at best, temporary and signs are visibly evident that the seals have already begun to degrade.

BRAFB's current refrigerator unit is also significantly undersized for its current needs, let alone the demand they anticipate for more fresh foods in the coming years. While it may have been adequate when installed 14 years ago, the current size is not sufficient for storing the volume of fresh foods BRAFB could potentially provide for their network. In addition, the small interior size of the current unit makes it very difficult for staff to navigate efficiently while loading and unloading foods, meaning that staff is forced to forgo use of valuable storage space just to be able to maneuver the pallet jacks that move the food pallets (think of mini forklifts), further reducing the amount of storage space available for fresh produce options.

This would not be a factor in the proposed, significantly larger unit detailed in this proposal, as the planned unit will offer BRAFB staff far more internal storage space and eliminate this current restriction, moving them from roughly 253,184 cubic feet of internal storage space to approximately 601,344 cubic feet, if not more (an increase of just under 2.4 times in size).

A much more significant impact of the size of the current unit, however, is that BRAFB is frequently forced to turn away donations of fresh produce that they could otherwise deliver to their local partners

and, in turn, to area residents in need. Given the heavy pace of operations at the Harris Street location, it is hard for BRAFB to fully quantify the amount of potential donations they are forced to turn away due to lack of enough refrigerated storage capacity. Anecdotal evidence, however, is very strong as to the loss the network experiences. In early January 2024, for example, a refrigerated delivery truck for a major local supermarket chain arrived at Harris Street unannounced with six pallets of fresh potatoes to donate (representing more than 8,000 pounds of fresh produce). Due to the limited capacity of their current unit, however, BRAFB was reluctantly forced to turn away three of the pallets, thereby losing out on a substantial source of food they could have passed on to local families. (The potatoes they were able to accept were all quickly allocated to local food pantries, leaving requests from many others unfulfilled.)

Similarly, BRAFB was forced to turn away a potential donation from another national supermarket chain of 6 pallets of eggs. (There is also a suspicion among BRAFB staff that the knowledge within the community that they lack refrigerator capacity prevents potential donations of fresh produce from even being offered to them.)

All of this is compounded by the fact that the current unit is unreliable and visibly deteriorating, as expected with a unit of this age that is in almost daily use. Not only is the current unit more expensive to operate and maintain than an even larger new unit would be, BRAFB operates under a growing concern about how a failure of the unit, such as during severe heat or cold flashes, would affect their operations. For one thing, a failure of the current refrigeration unit would require BRAFB to convert its freezer unit to serve as a refrigerator.

This process would not only rob BRAFB of valuable long-term cold storage capacity, but the conversion process itself is unnecessarily energy intensive and costly. In addition, the age of the current unit means that it is nowhere near as energy efficient as a current unit would be, thereby incurring on BRAFB unnecessary additional costs on their operations as well as having negative impacts on Charlottesville's "green city" goals.

For these reasons, replacing this aging refrigeration unit as outlined here will significantly enhance BRAFB's capacity to serve the Charlottesville community in many ways, not the least of which is by significantly expanding their ability to provide fresh produce options to the residents and families they serve. As it stands now, replacing the current refrigeration unit within the next 2–5 years without significant new sources of funding will be extremely challenging for BRAFB for several reasons, not least of which are related to a strong sense of 'donor fatigue' among BRAFB's traditional donor network related, in part, to the recent pandemic as well as to the effects of several sizable capital campaigns BRAFB has successfully undertaken in recent years.

Protecting the BRAFB and City Investments

The proposed project will also benefit BRAFB operations in another significant way, in that it will support a long-planned extension of the current exterior roof that partially covers their loading dock such that it will fully cover and protect BRAFB's cold storage units as well as fully covering the loading dock for the first time. (BRAFB recently installed a new freezer unit adjacent to the refrigerator unit to be replaced; this successful project has served as the basis for the current proposal.)

Notably, the current roof does not fully cover the loading area, meaning that BRAFB staff and volunteers and any drivers delivering donations of food have at times had to work exposed to

inclement weather or under the hot sun. During a recent tour of the site, BRAFB staff indicated that they had long hoped to extend the roof to fully cover the loading bay but had difficulty raising the funds needed for this. During a recent tour of the site, it was noted that having the existing refrigeration unit and associated electrical lines fully exposed to the elements was a likely contributor to the deterioration of this expensive equipment (see attached Appendix A).

Consequently, this proposal now includes a cost-sharing component in which CDBG funds will enable the extension of the roofline to cover and protect the two cold storage units and their associated electrical and mechanical components and BRAFB will cover the cost of extending the roof to fully cover their loading bay.

Additional Considerations

Supporting investments in the Harris Street location is highly desirable for a number of reasons, not least of which is that this location is an ideal hub for their overall operations. The Harris Street location, for example, is almost perfectly located for an organization like BRAFB, being located close to major traffic arteries like the 250 bypass that connects it easily to Route 29 and interstate 64. The Harris Street location is also easily accessible to city residents as it is on a major road near to a local shopping area (McIntire Plaza), the Habitat Store, and is located very close to municipal transit, with a city bus stop within easy walking distance. In short, this location makes it extremely useful to the larger BRAFB network as it can easily serve as a storage and central distribution center for its overall distribution network, not just its immediate service area.

BRAFB has rented the Harris Street location under long-term leases from the start and is set to conclude negotiations to renew the current lease for a significantly longer term than that of the current lease. The current owner of the site has recently provided city staff with a letter of their intent to renew the current short-term lease for a period of no less than seven years. While ownership of the location by BRAFB would be ideal, especially for an investment of this nature, staff believes strongly that the benefits that will accrue to the Charlottesville community, and indeed to the entire BRAFB service area, are such that this infrastructure investment is highly worthwhile.

In addition, while this proposal does not include direct assistance to a for-profit entity, as the proposed refrigeration unit will be owned by and used exclusively and for the benefit of BRAFB and their operations, such assistance would be allowable as an eligible activity provided the activity meets HUD national objectives and income-eligibility requirements.

HUD recognizes the important role of food banks within the communities they serve and has identified several eligible activities to support their work, notably designating an entire activity code category (05W) to supporting the operating costs of eligible nonprofits like BRAFB (e.g., staff costs, supplies, insurance, etc.). As this proposal, however, does not seek to support BRAFB's operating costs but instead seeks to rehabilitate equipment vital to their ongoing work, it is proposed to fund this work through HUD activity code 03E, a category specifically established by HUD to support the rehabilitation of facilities designed to provide a broad benefit to the community. In addition, by the very nature of the service BRAFB provides and the primary beneficiaries of its work, the work outlined within this proposal falls well within the goals of HUD's national objective to support activities that provide 'Low/Moderate Area Benefits (LMAs)' for income-qualified residents.

Conclusion

The City's CDBG program has a commendable history of supporting vital infrastructure

improvements for eligible community-benefit organizations that goes back many years, funding, for example, renovations and repairs for an outdated HVAC system at an Arc of the Piedmontresidential group home. It does not appear, however, that the CDBG program has supported food bank programs in the past, making this an excellent opportunity to forge a new path forward.

This proposal benefits from several other factors, as well, not the least of which is that while the work of this proposal will be put out for competitive bid as per BRAFB policy, BRAFB has a strong relationship with the local company that installed and maintains their current freezer unit, thereby potentially facilitating the implementation of this project in a timely manner. BRAFB leadership reports that this company did very good work and was very responsive to them during the construction of the freezer unit and that the new unit has performed entirely as hoped for over the past year of near-daily use. BRAFB leadership also reports that they have had preliminary 'size and scope' discussions with this company and that they stand ready to begin the project promptly if chosen as the vendor.

Without the funding proposed here, BRAFB will experience several immediate and avoidable negative impacts to their ongoing operations, not the least of which includes:

- 1. Continued and costly investments in maintaining end-of-life infrastructure, including an anticipated cost of approximately \$8500 to replace the refrigerator's current roof, needed to maintain the structural integrity of the unit and to prevent leakages from the outside that would violate USDA food storage standards as well an additional \$8,500-\$17,000 within the next 2–3 years to replace one or both of the current condenser units, both of which are at or beyond their expected service life, should they fail;
- 2. Continued operations within a very tight space, which itself limits their ability to store fresh produce; and
- 3. A continued need to turn away donations of fresh produce.

Alignment with City Council's Vision and Strategic Plan

The proposal now before Council is highly aligned to the vision of the City of Charlottesville as a city in which *everyone* can thrive. This alignment stems in part from its establishment of a new avenue of **Partnership** between the City and BRAFB while also strengthening the existing extensive network of partnerships BRAFB has established with numerous local organizations in support of their shared mission.

This proposal is also anticipated to support Council's goals related to **Climate Action** by replacing an outdated commercial refrigerator unit with a modern, much more energy efficient system, including the removal of the two existing condenser units that run almost constantly with newer units that will use far less energy. For example, the two current condenser units are encased within a non-reflective metallic surface that absorbs heat, while any new units installed as a part of this project will be protected by highly reflective materials that have a significantly higher Solar Reflectance Index (about 85 SRI), thereby reducing heat absorbed into the unit, energy needed to achieve necessary cooling levels and heat damage to electrical components over time. It is further anticipated that the electrical work involved in this proposal will be designed such that it will have the capacity to incorporate renewable energy from solar panels that could be installed on-site at a later date, thereby further enhancing the climate-positive impact of the current proposal.

Community Engagement

The funds proposed here for reprogramming were initially awarded to community-benefit organizations based on the recommendations made by the volunteer members of the city's CDBG/HOME Taskforce over a period of several fiscal years. The initial awards were made in accordance with the city's long-established procedures to foster community engagement and a high degree of responsiveness to important needs within our community, including the Citizen Participation Plan (CPP) and after having gone through multiple public presentations before both the Planning Commission and City Council.

Budgetary Impact

As the funds proposed for reprogramming are federal funds previously allocated to the city by HUD in prior years and were previously appropriated by Council to approved subrecipients, the current proposal does not draw from the city's General Fund and will instead serve to address an important and pressing community need while supporting the city's eligibility for future allocations of CDBG funds.

Recommendation

Staff recommends Council vote in approval of the proposed resolution to reprogram unused CDBG funds from prior program years to address current needs within the community for reliable food bank and food pantry programs by supporting and strengthening the work of the Blue Ridge Area Food Bank.

Suggested motion:

"I move that Council approve the RESOLUTION now before us to approve the 2024 Blue Ridge Area Food Bank Cold Storage Expansion Program and to appropriate unspent Community Development Block Grant funds from prior program years as needed to implement the proposal presented here before us today."

Alternatives

Given the significant positive benefits of the proposed program for the people of Charlottesville, especially those most in need of the nutrition-related services BRAFB provides, and given that the funds to be reprogrammed herein are provided to the City by HUD for exactly this kind of community benefit activities, no alternatives courses of action are considered.

Attachments

- Resolution to Reprogram CDBG Funds in Support of BRAFB 2024 Cold Storage Expansion Project
- 2. Appendix A 2024 Blue Ridge Food Bank Cold Storage Expansion Slide Deck
- 3. Blue Ridge Area Food Bank (BRAFB) Annual Report FY23
- BRAFB Landlord Letter of Intent to 7-Year Lease Renewal 2024-07-01

RESOLUTION

Resolution to Approve the 2024 Blue Ridge Area Food Bank Cold Storage Project and to Appropriate Community Development Block Grant Funds from Prior Program Years, in the Amount of \$215,000

WHEREAS the City of Charlottesville is and has been an Entitlement Community, as designated by the U.S. Depart of Housing and Urban Development (HUD), and as such Council has previously approved the appropriation of certain sums of federal grant receipts to specific accounts in the Community Development Block Grant (CDBG) Fund; and

WHEREAS HUD has established expectations and guidance for the timely use of allocated funds to address important community needs; and

WHEREAS a balance of unspent CDBG funds exists that can be reprogrammed to meet current community needs and CDBG allocations not used in a timely manner can be reclaimed by HUD, potentially risking a reduction to future CDBG allocations by a similar amount, a situation which would significantly reduce the potential benefits the CDBG program can offer to the Charlottesville community,

WHEREAS the staff and volunteers of the Blue Ridge Area Food Bank provide a valuable and much-needed service to the Charlottesville community and surrounding counties;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the proposed program in support of the 2024 Blue Ridge Area Food Bank Cold Storage Expansion Project as presented here before Council today is approved and that the Office of Community Solutions is hereby authorized to begin working with BRAFB staff to implement said program; and

BE IT FURTHER RESOLVED that in support of this program appropriations made to the following expenditure accounts in the CDBG Fund be amended by the respective amounts shown below and that the balance accumulated in the Fund as a result of these adjustments be hereby re-appropriated to the receiving account indicated below, as follows:

Initial Fiscal Year	Account Code	SAP Account Name	Proposed Reduction(s)	Proposed Revised Appropriation
FY17	P-00001- 05-19	CDBG FY17 10th & Paige PN	\$35,347.61	\$0
FY20	1900361	CDBG FY20 Belmont PN	\$23,405.19	\$25,705.78
FY22	1900405	CDBG FY22 Ridge Street PN	\$156,247.20	\$0

Proposed Reductions = \$215,000

Program Year	Account Code	Program	Proposed Addition	Proposed New Appropriation
PY23-24	1900544	CDBG PY23 Blue Ridge Area Food Bank Cold Storage	\$215,000	\$215,000
		Expansion		

Proposed Addition = \$215,000

Approved by Council February 20, 2024
Kyna Thomas, MMC
Clerk of Council



A Proposal to **Utilize CDBG Funds from Prior Program Years to Fund** the Blue Ridge **Area Food Bank Cold Storage Expansion Project**



Nourishing Communities: The Healthy Pantry Initiative

veryone needs healthy food to thrive. Research clearly I shows that limited access to nutritious food can lead to health issues, including obesity, diabetes, and heart disease.

Children experiencing hunger are more likely to be hospitalized, and they face higher risks of health conditions like anemia and asthma. Kids who miss meals are more likely to have problems in school and other social situations as they grow. And it's not just children who are at risk. Half of the Blue Ridge Area Food Bank's guests—all ages—report that someone at home has special dietary requirements because of their health.

Promoting nourishing food and good health for everyone, every day

To improve the health of our guests (a strategic goal), we intend to help partner food pantries provide wholesome, nutrient-rich options and improve the lives of guests through the Healthy Pantry initiative.

The majority of Food Bank guests receive food assistance from our partners, which includes

6 www.brafb.org



The Healthy Pantry Initiative (HPI) invests in education and resources at the pantry level because that will have the biggest impact on the health and nutrition of our guests.

What is the Healthy Pantry Initiative?

The Blue Ridge Area Food Bank, with the Federation of Virginia Food Banks and all sister food banks in Virginia, wants to reshape Virginia's pantry network into a health-focused, neighbor-centered system.

Through the HPI, partner pantries are empowered to implement 20 healthy practices that are guestcentered, like:

- Expanding fresh and culturally familiar food options
- Connecting people with helpful community resources
- Providing opportunities for health education
- Removing barriers that keep our neighbors who are living with hunger from seeking help

Partners who join the HPI will commit to adding or expanding at least one healthy practice this year.



Guest Snapshot

AVERAGE MONTHLY PARTICIPATION

127.500 TOTAL VISITS

40,350 children (32% OF ALL VISITS)

24,630 seniors (19% OF ALL VISITS)

5,620 first-time guests (14% OF ALL VISITS)





BRAFB's distribution hub for the Charlottesville service area, located at 1207 Harris Street, as seen from the street



- The BRAFB loading bay at 1207 Harris Street, as seen from the perspective of a delivery driver approaching for a delivery of food
- Note that the attached wooden roof does not fully cover the loading dock work area
- In addition, the current wooden roof approaches but does not protect the cold storage units, something this proposal, if funded, would remediate



Another view of the Harris Street loading dock, this time showing the work area following a delivery of food and again showing the current lack of covering over the primary delivery area



- BRAFB's two current cold storage units
- The smaller unit to the right is the current refrigeration unit BRAFB seeks to replace with a newer, larger and much more energy efficient unit
- The larger unit to the left is the newer freezer unit, installed approximately one year ago and significantly more energy efficient than the current refrigerator unit, even though it maintains much lower temperatures over a much larger interior volume



The interior of the current refrigerator unit highlighting the difficulty BRAFB staff and volunteers encounter when unloading deliveries of fresh produce and/or preparing orders to be delivered to local partners



 Importantly, this significant increase in interior volume for the new cooler unit would eliminate the loss of valuable storage space needed just to accommodate maneuvering of lift pallets when loading/unloading deliveries, as currently occurs

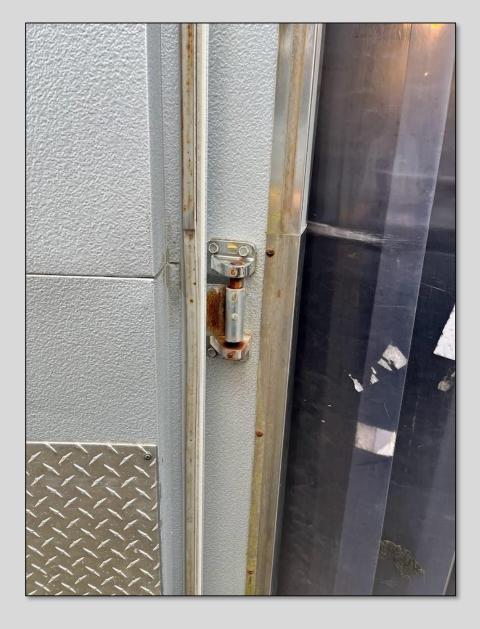
- Interior storage space of the new freezer unit
- By way of comparison to the cramped interior space of the older refrigeration unit, the newer freezer unit upon which the proposed new unit is to be modeled provides significantly more interior storage space (approx. 601,344 ft3 compared to approx. 253,184 ft3 in the current refrigeration unit)



- The entrance to the current refrigeration unit, as seen from the loading dock
- Note the age-induced buckling evident in the exterior wall, to which the exposure to the elements is a likely contributing factor



- An exterior image of the entrance door to the current refrigeration unit
- Note the decaying seals along the bottom of the unit and the significant rust on the hinges and door handle (handle not evident in the picture)
- These seals are vital to the effective operation of the unit and are decaying even in spite of a costly prior fix
- BRAFB estimates costs of \$1,000-\$2,000 in the near future to replace the protective vinyl covering so as to minimize further leaks into the unit



- A closeup of entrance to the current cooler unit
- Note that despite the best efforts of BRAFB staff, the rust noted previously has extended into the interior surfaces of the doorway and has even stained the rubber sealant



- A closeup of the two condenser units that serve the new freezer unit
- During a recent tour by city staff, these units were observed to operate in short bursts of approximately 1-2 minutes over a 10-15 minute period, even though they have to cool a much larger interior volume than the current cooler unit and to significantly colder temperatures



 These units would be replaced by newer, more energy-efficient units under the current proposal, thereby minimizing ongoing operating costs

- A closeup of the two condenser units for the current refrigeration unit
- These units are beyond their expected service life and, due to their age, are very energy inefficient (resulting in higher-thannecessary operating costs)
- During a recent tour of the site by city staff, these units were in operation during the entire tour, unlike the two newer units for the new freezer unit, this in spite of the significantly smaller space they need to cool and the much higher temperatures they have to maintain for safe food storage
- These will have to be replaced within the next 2-3 years and BRAFB has received estimates of replacement costs of approx.
 \$8,500 per unit, even more in case of an emergency due to failure of one or both units



- BRAFB volunteers and beneficiaries working through a food distribution event while exposed to the sun
- Not only is direct sunlight not good for fresh produce items, but the exposure to the elements adds to the challenges already faced by BRAFB staff and volunteers
- The cost-sharing feature of this proposal will facilitate extension of the existing wooden roof to provide ample cover for BRAFB's outdoor operations and events











FOOD FINDER



Scan with your smartphone camera.

Flip for directions.





Page 67 of 161

A Quiet Crisis Continues.

A Generous Community Responds.

ANNUAL IMPACT REPORT JULY 2022 - JUNE 2023







he pandemic is over, unemployment is at record lows, and employers can't find enough workers. So why is food insecurity a bigger problem today than in 2019?

Even for those of us working and volunteering at the Food Bank, it can be hard to understand how the number of people we served last year averaged 127,500 per month. That's about 23% higher than at the start of the pandemic.

The reason, of course, is that inflation created high hurdles for families with low incomes. And for single mothers, that bad news is compounded by expensive childcare, which can now exceed the cost of tuition at Virginia state universities. A mother who is trying to support two young children with a low-wage job literally cannot afford to go to work.

This is why we are working hard to get more food to families who are underserved, support their health with nutritious foods they enjoy, and help them access resources like SNAP (formerly, food stamps) that ease financial stress and improve food security. The support we provide makes a material difference in the lives of our neighbors by freeing up some of their limited resources for necessities like childcare, healthcare, and rent.

Our guiding vision is nourishing food and good health—for everyone, every day.

It's a vision we can and will realize with your help. Thank you!



Michael McDie

Michael McKee Chief Executive Officer



XateyVallar Hatsy Vallar

Chair, Board of Directors

COVER PHOTO: At Agape Center Lynchburg, Lavania picked up clothes, food, and items for her apartment, after meeting with her mentor. 'This is like my second family."

Our Collective Impact

JULY 2022 - JUNE 2023











*The unduplicated number of people served is a conservative and low estimate; not all partners use the same method of data coll Page 169 of 161

They Worked Hard All Their Lives.

Now They're Living on the Edge of Poverty.

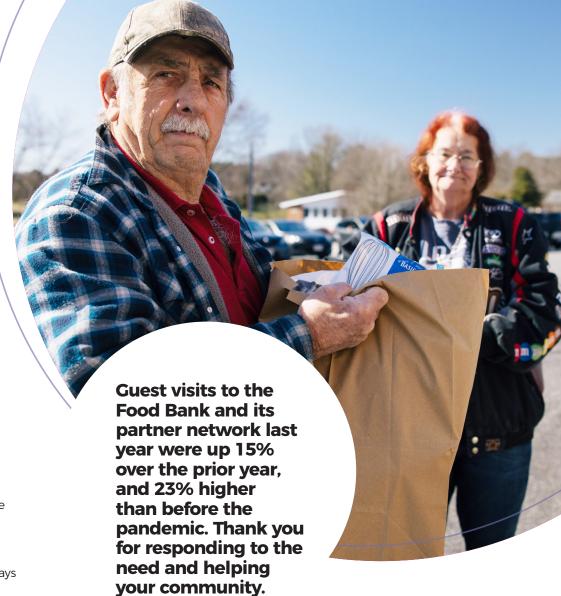
Ronald, now 70, was employed at a quarry for decades before a heart attack forced him to stop working. Michelle had knee replacements, so standing for long periods of time is a problem. They would still be working if they could.

"The hardest thing about the whole situation is for 40-some years I worked, provided—and now I can't," Ronald shared in frustration.

The increased cost of everyday goods, rent, and health care made living on a fixed income harder than ever this past year.

Ronald and Michelle depended on our partner, Empowering Culpeper, to get by. They have even put off buying their medications to make it through the month. Michelle said, "We just don't get enough money to live."

When asked what the pantry means to them, Ronald said bluntly, "We eat." Michelle echoed the sentiment with, "That says it all. We're able to eat."



Times Were Tough. Together, We Provided Food and Hope to Increasing Numbers of Neighbors.

When you hold the firm belief—as we do, as you do—that everyone should have enough to eat, it's a problem when anyone in the community goes hungry.

Here's why we call this a continued, quiet crisis. The Food Bank and its 400+ community partners are providing free groceries to many more people now than before the pandemic. After 42 years of food banking, we have not "solved" hunger in the Blue Ridge area.

Seniors, families, and working adults stood in lines across our service area waiting for food assistance. Lines that are invisible to most people.

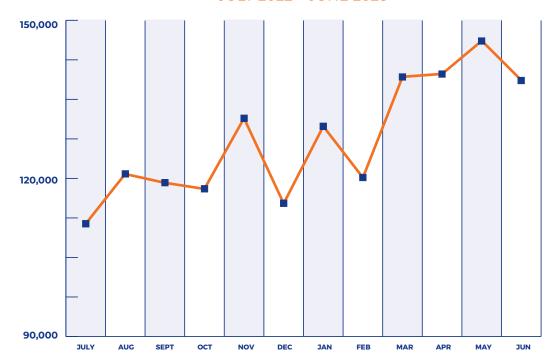




When she's not working full-time, commuting, being a mom to two boys, being a wife, or coaching her son's soccer team, Angela (pictured with 6-year-old son Link) is managing the household food budget of \$70 a week for their family of four. Her husband works full-time too. "By no means are we poverty level but at the same time we're barely just keeping afloat." Her local food pantry helps with the groceries.

Individuals Served

JULY 2022 - JUNE 2023



What drove this quiet crisis?

- The 11% increase in the cost of food items in the fall meant rising prices took a toll on family grocery budgets for many months.
- As temperatures dropped, neighbors had a tougher time paying their heating bills, especially with skyrocketing energy prices: The annual fuel oil index rose 28 percent, electricity increased 12 percent, and natural gas increased 27 percent.
- Pandemic-era SNAP benefits ended. Many households faced monthly reductions of \$250 or more.
- Even as unemployment rates went down, wages in the lowest-paid households were too low for many people to live on.



The Food Bank's Response to This Crisis

We purchased a lot more food—spending \$2 million beyond what we budgeted. This was both a supply and demand issue because USDA food donations were down 2.2 million pounds at the same time that guest demand rose.

We ran public service announcements via media outlets to help people learn how to access food assistance.

We began hosting monthly partner town hall meetings to quickly identify trends, share strategies, and lend support.

And more. See our plans (p. 10) for helping make more long-lasting change in the lives of our neighbors.

Service Is a Shared Value

We watched our partners and volunteers stretch to do more this year, and we extended our hands to support them. While distributing near historic amounts of food, these helpers were digging deeper to reach more people and make a lasting impact on families across the Blue Ridge region.

Together, we are eliminating disparities in access to nutritious food and setting a place at the table for everyone.

Partners

With our support, long-standing members expanded services:

- FISH launched a mobile pantry to extend their reach in Clarke County.
- Broadway High School, the Monacan Indian Nation Food Bank, and Loudoun Hunger Relief began piloting OrderAhead, a way to order free groceries online.
- Feeding Greene learned how to help guests apply for Supplemental Nutrition Assistance Program (SNAP) benefits. The result? In just a few months, they had already helped 30 guests submit applications.
- Hope Distributed delivered food to Remote Area Medical (RAM) clinics.

And we worked with new partners to expand our reach:

- Tree of Life Ministries will expand home deliveries.
- Westhaven public housing now hosts a Neighborhood Produce Market site.
- Meals on Wheels (Lynchburg) will distribute shelf-stable, ready-to-eat meals.
- The Blue Ridge Free Clinic is a new Food Pharmacy partner.



FISH of Clarke County Director Anne, (pictured above, center) a volunteer who works full-time hours, is driven to serve. Why? "The people that I'm working with and helping make it, that's why I'm doing it. ... It's because of the relationship we have. It's just the humanity of it all."



26
NEW
Community
Partners
this year



"You never know who's struggling with hunger. Somebody could be putting on a good front, but behind closed doors they're trying to figure out how they're going to feed themselves and their family. ... It's nice to know that you're taking care of other people because that's how a community is supposed to work."

- GRACE, A NEW FOOD BANK VOLUNTEER



"Sometimes, it might seem that one person can't make a difference against a big problem like hunger, but one person can have a huge impact on the lives of others. Volunteers are the backbone of our organization, and only with your help can we make sure everyone has enough to eat."

– JENNIFER CLARK-ROBERTSON



Jennifer Clark-Robertson was the first full-time manager of the Food Bank's volunteer and food drive programs, serving from 2012 to 2023. She passed away in July 2023. Her spirit and legacy of helping others will live on.



Want to learn more about our regional network to find or give help? Visit our Food Finder at www.brafb.org/find-help/ Food Bank
volunteers serve in
many vital ways—from
sorting and packing food in
one of our four warehouses, to distributing food at
a mobile program, to sharing language translation
or data entry skills. Volunteers make a big impact.

Volunteer Contributions

JULY 2022 - JUNE 2023



*We use the standard value of volunteer time in Virginia, as provided by independentsector.org Page 74 of 161



When You Give Food, You Nourish Health

One simple act can have a profound impact.

Hunger and health are deeply connected. Without regular access to nourishing food, people are more likely to have chronic health conditions such as high blood pressure and diabetes. Without proper nutrition, children are more likely to have health conditions such as anemia and asthma, as well as academic, behavioral, developmental, and social problems.

Guest Snapshot

AVERAGE MONTHLY PARTICIPATION

127,500 TOTAL VISITS

40,350 children (32% OF ALL VISITS)

24,630 seniors (19% OF ALL VISITS)

5,620 first-time guests (14% OF ALL VISITS)

When people have access to enough nutritious food—that they select, that is culturally familiar to them, that meets their dietary needs—more doors open, and lives improve.

Meet Amalia, whose family loves the traditional Guatemalan recipes she makes with the meat, fresh vegetables and fruits they receive at their pantry. The family works in landscaping, but their income is not always enough to cover housing and utility bills.



Meet Anne, a caretaker by nature—currently, of her 15-year-old twins, including a daughter who has many health issues. Recently, she was also helping a sister battling cancer. Because of her own chronic health condition, Anne cannot drive and that makes it more difficult to take care of everyone. She's dependent upon other people's schedules and kindness to visit a local pantry.



Thriving communities and well-being start with nourishing food. By supporting the Food Bank, you help elevate the entire community.



Sources of Food 2023





WIN

Retail donations totaled **10.1 million pounds**—our highest ever.



CHALLENGE

We received **2.2 million pounds less than expected from The Emergency Food Assistance Program**, resulting in the purchase of more food at higher than anticipated costs.

Common Challenges Guests Face



than 50 languages,



transportation



Special dietary needs

Half of guest households report this need, for health reasons

We're working with our quests and partners to innovate solutions to improve access to nutritious food—for everyone, every day.

A Bold New Path

After listening to what our quests, neighbors, and partners told us was most important or difficult for them, we set our direction for the next five years. To learn more about our strategic direction, visit www.brafb.org/strategic-plan

Your continued support will help us realize our vision of nourishing food and good health—for everyone, every day.

Opportunities to stay involved

We are a community food bank, supported by you and here to serve. We need many hands and hearts to achieve our shared vision. If you're inspired, visit www.brafb.org/get-involved to find ideas that can help you make an impact locally.



Support Household **Financial Stability**



WITH AND **FOR OUR NEIGHBORS**

Improve Health of Guests



THROUGH A STRONG AND SUSTAINABLE FOOD BANK. IN PARTNERSHIP WITH OUR COMMUNITY

Financial Summary Fiscal Year Ended June 30, 2022 - Audited

Assets

Cash	\$ 1,949,719
Receivables, net	726,438
Inventory	3,367,411
Prepaid and Other Current Assets	148,086
Investments, Short-Term	5,073,601
Investments, Long-Term	13,683,355
Property and Equipment, net	5,766,577

TOTAL ASSETS	\$	30,715,187
TOTALASSETS	Ψ	50,715,107

Liabilities & Net Assets

Liabilities	
Current liabilities	\$ 522,503
Accrued payroll liabilities	450,299
Operating lease liabilities	1,213,992
TOTAL LIABILITIES	\$ 2,186,794

Net assets

1101 033013	
Without donor restrictions	
Undesignated \$	14,122,264
Board designated, Operating reserve	2,725,600
Board designated, Capital reserve	3,936,256
Board designated, Long-Term Investments	5,873,932
Total unrestricted	26,658,052

lotal unrestricted	26,658,052	
With donor restrictions	1,870,341	
TOTAL NET ASSETS	\$ 28,528,393	
TOTAL LIABILITIES AND NET ASSETS	\$ 30,715,187	



Revenue & Support

Revenue

Agency handling & delivery fees 1%	815,476
Government grants 3%	1,821,138
Investment earnings 1%	465,212
Investments, realized & unrealized losses	(2,169,242)
• Other <1%	58,516

Support

Donated food	75%	\$ 4	3,7	76	4,(03	35	,
Contributions	20%		11,	85	7,	16	64	

ΓΟΤΑΙ	REVENUE	& SUPPORT	\$ 56,612,299
			/ - /

Expenses

Program services 95%	\$ 55,680,608
Fundraising 3%	1,881,642
Management & General 2%	1,124,929

TOTAL EXPENSES \$ 58	8,687,179
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CHANGE IN NET ASSETS \$ (2.074.880)



NOTE: These audited FY22 financials include the value of donated and purchased food. Donated product on hand at year-end is valued at the national wholesale value of one pound of food as determined by the most recent study conducted by Feeding America. Food donations and distributions of donated product are recorded at the weighted average wholesale value in effect during the year. The change in net assets is the result of unrealized losses in the market value of long-term investments. The information in this summary was excerpted from our complete audited financial statements, which are available on our website and upon request.

Board of Directors 2023-2024

HATSY VALLAR

CHAIR

Charlottesville, Virginia

DEBBIE METZ

VICE CHAIR

Staunton, Virginia

SHAVONE DUDI FY

SECRETARY

Associate Director of Employer Engagement and Recruiting, University of Virginia Darden School of Business

NICK PERRINE

IMMEDIATE PAST CHAIR Partner PRMares IIP

DIEGO ANDERSON Charlottesville, Virginia

KIM BLOSSER, EdD President, Laurel Ridge Community College

RON BUCHANAN Chief Financial Officer, Habitat for Humanity of

Greater Charlottesville

BOB DAVIS

Vice President, Mid-Atlantic Division, The Kroger Company

GHISLAINE LEWIS. PhD Associate Professor, Communications Studies. Lynchburg College, and

Director, Pierce Street Gateway, Lynchburg

CLINT MERRITT MD

Chief Clinical Officer for Population Health, Augusta Health

JAMES PERKINS, PhD

President Emeritus, Blue Ridge Community College

CARL ROSBERG

CEO/Owner. CDR Investments LLC

MATT SORENSEN

Vice President, Quad-C Management, Inc.

MICHAEL MCKEE

Ex-Officio





Headquarters: P.O. Box 937 | 96 Laurel Hill Road Verona, VA 24482 P: 540.248.3663





Headquarters: P.O. Box 937 | Verona, VA 24482











TOGETHER, WE SET A PLACE AT THE TABLE FOR EVERYONE IN THE BLUE RIDGE. THANK YOU.

Our **VISION** is nourishing food and good health—for everyone, every day.

Our **CORE BELIEFS** are that hunger is unacceptable, that everyone deserves access to enough food, that food sustains life and nourishes health, and that we are called to serve without judgment.

Our MISSION is to improve food security through equitable access to good nutrition and the resources that support health and well-being





EAGLE CORPORATION

Eagle Real Estate, LLC • 1020 Harris Street Charlottesville, VA 22903 • (434) 220-3223

Mr. Michael McKee Chief Executive Officer Blue Ridge Area Food Bank 96 Laurel Hill Road Verona, VA 24482-2658

VIA Email

Dear Michael:

This letter will confirm our intent to extend the Food Bank's lease at 1207 Harris Street for an additional seven years effective July 1, 2024 at a modest increase over the current rental rate to account for inflation and with comparable annual escalations thereafter.

Eagle Corporation values the Food Bank as a tenant and, most importantly, as a vital organization in the communities we both serve. We look forward to continuing our relationship with the Food Bank for many years to come.

Respectfully,

David T. Paulson

President

CITY OF CHARLOTTESVILLE, VIRGINIA CITY COUNCIL AGENDA



Agenda Date: February 20, 2024

Action Required: Adoption of Franchise Agreement (first reading)

Presenter: Steven Hicks, Interim Deputy City Manager

Staff Contacts: Ryan Franklin, Assistant City Attorney

Jonathan Dean, Public Service Manager

Title: Ordinance for creating Shenandoah Mobile Franchise Agreement (1 of 2

readings)

Background

To help provide for public safety and to ensure the integrity of its roads and streets and the appropriate use of the Public Rights-of-Way the City enacts ordinances to impose regulations on telecommunications and its associated equipment and facilities currently in place or to be placed at some time in the future. These ordinances must be reviewed and renewed according to the timelines set forth in the specific agreement between the City and associated user of the Public-Rights-of-Way, specifically Shenandoah Mobile LLC.

Discussion

Approval is needed for the creation of this Franchise Agreement in order to continue associated operations and regulations of associated equipment, including posts, poles, cables, wires and all other necessary overhead or underground apparatus and associated equipment on, over, along, in, under and through the streets, alleys, highways and other public places of the City that may be required by Shenandoah Mobile LLC.

Alignment with City Council's Vision and Strategic Plan

To help ensure a Connected Community by regulating the use of the City's Public-Rights-of-Way.

Community Engagement

N/A

Budgetary Impact

There is no budgetary impact except for the prescribed measures granted by this agreement for the City to recover costs as appropriate for Ting Internet's use of the Public-Rights-of-Way.

Recommendation

Staff recommends approval of this agreement.

Alternatives

N/A

Attachments 1. Shenand

Shenandoah Franchise Agreement

TELECOMMUNICATIONS FRANCHISE

TABLE OF CONTENTS

ARTICLE I	1
SECTION 101 PURPOSE AND SCOPE	1
ARTICLE II	2
SECTION 201 INITIAL INSTALLATION	
SECTION 202 SUBSEQUENT INSTALLATION	
SECTION 203 INSPECTION BY THE CITY SECTION 204 AUTHORITY OF THE CITY TO ORDER CESSATION OF EXCAVATION	
SECTION 205 LOCATION OF POSTS, POLES, CABLES AND CONDUITS	
ARTICLE III	4
SECTION 301 ADMINISTRATION OF THE PUBLIC RIGHTS OF WAY	4
SECTION 302 SUBMISSION OF PROW PLAN	
SECTION 303 GOOD CAUSE EXCEPTION	
SECTION 304 DECISION ON PROW PLAN BY THE DIRECTOR	
SECTION 305 MAPPING DATA	
ARTICLE IV	6
SECTION 401 COMPLIANCE WITH ALL LAW AND REGULATIONS	6
ARTICLE V	6
SECTION 501 RELOCATION OF COMPANY FACILITIES WITHIN THE PUBLIC RIGHTS-OF WAY	6
SECTION 502 RIGHTS-OF WAY PATCHING AND RESTORATION	
ARTICLE VI	8
SECTION 601 INDEMNIFICATION AND LIABILITY	9
SECTION 602 WAIVER BY THE CITY	
Section 603 Insurance	10
SECTION 604 NEGLIGENCE AND INTENTIONAL ACTS	10
ARTICLE VII	11
SECTION 701 GENERAL REQUIREMENT OF A PERFORMANCE BOND	11
SECTION 702 CHANGED AMOUNT OF THE PERFORMANCE BOND	
SECTION 703 PURPOSE OF PERFORMANCE BOND	
SECTION 704 FEES OR PENALTIES FOR VIOLATIONS OF THE ORDINANCE	12
ARTICLE VIII	12
Section 801 Compensation/PROW Use Fee	12
SECTION 802 FRANCHISING COSTS	13
SECTION 803 NO CREDITS OR DEDUCTIONS	
SECTION 804 REMITTANCE OF COMPENSATION/LATE PAYMENTS, INTEREST ON LATE PAYMENTS	13
ARTICLE IX	13
SECTION 901 RESERVATION OF ALL RIGHTS AND POWERS	13
SECTION 902 SEVERABILITY	14
ADTICLE V	1.4

SECTION 1001 MAINTENANCE OBLIGATION	
ARTICLE XI	
SECTION 1101 INITIAL TERM OF TELECOMMUNICATIONS FRANCHISE	
Section 1103 Operation of Facilities Owned by the Company While Renewal is Pending	
ARTICLE XII	15
SECTION 1201 NOTICE	15
SECTION 1202 EMERGENCY NOTIFICATION	
SECTION 1203 REGISTRATION OF DATA	16
ARTICLE XIII	16
SECTION 1301 TERMINATION OF TELECOMMUNICATIONS FRANCHISE	16
ARTICLE XIV	17
SECTION 1401 REMOVAL OF FACILITIES FROM THE PUBLIC RIGHTS-OF-WAY	17
SECTION 1402 ABANDONMENT OF FACILITIES OWNED BY THE COMPANY IN THE PUBLIC RIGHTS-OF-WAY	17
ARTICLE XV	17
SECTION 1501 PRIOR WRITTEN CONSENT FOR ASSIGNMENT	17
SECTION 1502 SUCCESSORS AND ASSIGNS	18
ARTICLE XVI	18
SECTION 1601 NONEXCLUSIVE FRANCHISE	18
ARTICLE XVII	18
SECTION 1701 ALL WAIVERS IN WRITING AND EXECUTED BY THE PARTIES	18
SECTION 1702 NO CONSTRUCTIVE WAIVER RECOGNIZED	18
ARTICLE XVIII	18
SECTION 1801 NO DISCRIMINATION	18
ARTICLE XIX	19
SECTION 1901 FORCE MAJEURE	19
ARTICLE XX	19
SECTION 2001 EFFECTIVE DATE	19

AN ORDINANCE

GRANTING A TELECOMMUNICATIONS FRANCHISE TO SHENANDOAH MOBILE, LLC, ITS SUCCESSORS AND ASSIGNS TO USE THE STREETS AND OTHER PUBLIC PLACES OF THE CITY OF CHARLOTTESVILLE, VIRGINIA FOR ITS POLE, WIRES, CONDUITS, CABLES AND FIXTURES, FOR A PERIOD OF FIVE (5) YEARS

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia, that Shenandoah Mobile, LLC, (the "Company"), its successors and assigns, is hereby granted a telecommunications franchise for a period of five (5) years from the effective date hereof and is hereby authorized and empowered to erect, maintain and operate certain telephone lines and associated equipment, including posts, poles, cables, wires and all other necessary overhead or underground apparatus and associated equipment on, over, along, in, under and through the streets, alleys, highways and other public places of the City of Charlottesville, Virginia (the "City") as its business may from time to time require; provided that:

ARTICLE I

SECTION 101 PURPOSE AND SCOPE

To provide for the health, safety and welfare of its citizens and to ensure the integrity of its roads and streets and the appropriate use of the Public Rights-of-Way, the City strives to keep the right-of-way under its jurisdiction in a state of good repair and free from unnecessary encumbrances.

Accordingly, the City hereby enacts this Ordinance relating to a telecommunications right-of-way franchise and administration. This Ordinance imposes regulation on the placement and maintenance of Facilities and equipment owned by the Company currently within the City's Public Rights-of-Way or to be placed therein at some future time. The Ordinance is intended to complement, and not replace, the regulatory roles of both state and federal agencies. Under this Ordinance, when excavating and obstructing the Public Rights-of-Way, the Company will bear financial responsibility for their work to the extent provided herein. Finally, this Ordinance provides for recovery of the City's reasonable out-of-pocket costs related to the Company's use of the Public Rights-of-Way, subject to the terms and conditions herein.

SECTION 102 AUTHORITY TO MANAGE THE RIGHT OF WAY

This Ordinance granting a telecommunications franchise is created to manage and regulate the Company's use of the City's Public Rights-of-Way along city roads pursuant to the authority granted to the City under Sections 15.2-2015, 56-460, and 56-462(A) of the Virginia Code and other applicable state and federal statutory, administrative and common law provisions.

This Ordinance and any right, privilege or obligation of the City or Company hereunder, shall be interpreted consistently with state and federal statutory, administrative and common law, and such statutory, administrative or common law shall govern in the case of conflict. This Ordinance shall not be interpreted to limit the regulatory and police powers of the City to adopt and enforce other general ordinances necessary to protect the health, safety, and welfare of the public.

SECTION 103 DEFINITIONS

- **103.1** CITY means the City of Charlottesville, Virginia, a municipal corporation.
- 103.2 COMPANY means Shenandoah Mobile, LLC, including its successors and assigns.
- 103.3 DIRECTOR means the Director of Public Works for the City of Charlottesville.
- 103.4 FACILITY means any tangible asset in the Public Rights-of-Way required to provide utility service, which includes but is not limited to; cable television, electric, natural gas, telecommunications, water, sanitary sewer and storm sewer services.
- 103.5 PATCH means a method of pavement replacement that is temporary in nature.
- 103.6 PAVEMENT means any type of improved surface that is within the Public Rights-of-Way including but not limited to any improved surface constructed with bricks, pavers, bituminous, concrete, aggregate, or gravel or some combination thereof.
- 103.7 PUBLIC RIGHTS-OF-WAY or PROW means the area on, below, or above a public roadway, highway, street, cartway, bicycle lane, and public sidewalk in which the City has an interest, included other dedicated rights-of-way for travel purposes and utility easements of the City, paved or otherwise. This definition does not include a state highway system regulated pursuant to the direction of the Commonwealth Transportation Board.

ARTICLE II

SECTION 201 INITIAL INSTALLATION

The initial installation of equipment, lines, cables or other Facilities by the Company shall be a mixture of overhead and underground in Public Rights-of-Way as depicted in Exhibit A, attached hereto, and as may have been or may hereafter be modified, and incorporated by reference.

SECTION 202 SUBSEQUENT INSTALLATION

202.1 SUBSEQUENT INSTALLATION MADE PURSUANT TO AN APPROVED PROW PLAN:
Additional Facilities installed within the PROW may be placed overhead or underground pursuant to an approved request by the Company made pursuant to Article III, and in accordance with such generally applicable ordinances or regulations governing such

installations that have been adopted by the City from time to time.

- 202.2 GENERAL PREFERENCE FOR UNDERGROUND FACILITIES: As a matter of policy, the City prefers that the installation of any Facility within the PROW occur underground. Notwithstanding this preference, the City recognizes that in some circumstances the placement of Facilities underground may not be appropriate. Any additional installation of lines, cable, equipment or other Facilities shall be underground unless it shall be determined by the Director, pursuant to Article III, that it is not feasible to do so.
- 202.3 INSTALLATION OF OVERHEAD FACILITIES: Where a subsequent PROW Plan is approved for overhead installation, the Company shall use its existing Facilities, or those of another utility where available. If the PROW Plan calls for overhead installation and existing Facilities cannot accommodate the proposed installation, the Company will clearly indicate in the PROW Plan its intended placement of new Facilities for the Director's review and consideration pursuant to Article III.
- 202.4 FUTURE ORDINANCES: Nothing herein shall be construed to limit the authority of the city to adopt an ordinance that will restrict the placement of overhead lines for all utilities using the PROW within a defined area of the City.
- 202.5 CONDITIONS FOR RELOCATING UNDERGROUND: The Company agrees that if, at some future time, the telephone and other utility lines on the posts, poles, and other overhead apparatus upon which the Company has placed some or all of its Facilities in the City's PROWs are relocated underground, the Company will also, at such time, relocate its Facilities on those posts, poles, and other overhead apparatus underground at its expense. Notwithstanding the foregoing, the City shall reimburse Company for any such relocation expense if such reimbursement is required by Section 56-468.2 of the Code of Virginia, or other applicable law.

SECTION 203 INSPECTION BY THE CITY

The Company shall make the work-site available to the City and to all others as authorized by law for inspection at all reasonable times, during the execution of, and upon completion of, all work conducted pursuant to this Ordinance.

SECTION 204 AUTHORITY OF THE CITY TO ORDER CESSATION OF EXCAVATION

At the time of inspection, or any other time as necessary, the City may order the immediate cessation and correction of any work within the Public Rights-of-Way which poses a serious threat to the life, health, safety or well being of the public.

SECTION 205 LOCATION OF POSTS, POLES, CABLES AND CONDUITS

In general, all posts, poles, wires, cables and conduits which the Company places within the Public Rights-of-Way pursuant to this Ordinance shall in no way permanently obstruct or interfere with public travel or the ordinary use of, or the safety and convenience of persons traveling through, on, or over, the Public Rights-of-Way within the City of Charlottesville.

SECTION 206 OBSTRUCTION OF THE PROW

Generally, any obstruction of the PROW is limited to the manner clearly specified within an approved PROW plan.

- approved PROW Plan shall be promptly removed by the Company upon receipt of notice from the City. The City's notice of the Obstruction will include a specified reasonable amount of time determined by the Director for the Company's removal of the obstruction, given the location of the obstruction and its potential for an adverse effect on the public's safety and the public's use of the PROW. If the Company has not removed its obstruction from the PROW within the time designated within the notice, the City, at its election, will make such removal and the Company shall pay to the City its reasonable costs within thirty (30) days of billing accompanied by an itemized statement of the City's reasonable costs. If payment is not received by the City within the thirty (30) day period, the City Attorney may bring an action to recover the reasonable costs of the removal and reasonable attorney's fees in a court of competent jurisdiction pursuant to Section 56-467 of the Virginia Code. Reasonable costs may include, but are not limited to administrative, overhead mobilization, material, labor, and equipment related to removing the obstruction.
- **206.2** NO OBSTRUCTION OF WATER: The Company shall not obstruct the PROW in a manner that interferes with the natural free and clear passage of water through the gutters, culverts, ditches tiles or other waterway.
- **206.3** PARKING, LOADING AND UNLOADING OF VEHICLES SHALL NOT OBSTRUCT THE PROW: Private vehicles of those doing work for the Company in the PROW must be parked in a manner that conforms to the City's applicable parking regulations. The loading or unloading of trucks must be done in a manner that will not obstruct normal traffic within the PROW, or jeopardize the safety of the public who use the PROW.

ARTICLE III

SECTION 301 ADMINISTRATION OF THE PUBLIC RIGHTS OF WAY

The Director is the principal City official responsible for the administration of this Ordinance granting a telecommunications franchise to the Company and any of its PROW Plans. The Director may delegate any or all of the duties hereunder to an authorized City employee.

SECTION 302 SUBMISSION OF PROW PLAN

At least thirty (30) days before beginning any installation, removal or relocation of underground or overhead Facilities, the Company shall submit a detailed PROW Plan of the proposed action to the Director for review and approval.

SECTION 303 GOOD CAUSE EXCEPTION

- **303.1** WAIVER: The Director, at his or her sole judgment, is authorized to waive the thirty (30) day requirement in Section 302 for good cause shown.
- **303.2 EMERGENCY WORK:** The Company shall immediately notify the Director of any event regarding its facilities that it considers to be an emergency. The Company will proceed to take whatever actions are necessary to respond to the emergency, or as directed by the Director.

If the City becomes aware of an emergency regarding the Company's facilities, the City will attempt to contact the Company's emergency representative as indicated in Section 1202. In any event, the City shall take whatever action it deemed necessary by the Director to make an appropriate and reasonable response to the emergency. The costs associated with the City's response shall be borne by the person whose facilities occasioned the emergency.

SECTION 304 DECISION ON PROW PLAN BY THE DIRECTOR

- 304.1 DECISION: The Director, or his or her authorized representative, shall, within sixty (60) days, either approve the Company's plans for proposed action as described in Section 302 or inform the Company of the reasons for disapproval. The Company shall designate a responsible contact person with whom officials of the Department of Public Works can communicate on all matters relating to equipment installation and maintenance.
- **304.2** APPEAL: Upon written request within thirty (30) days of the Director's decision, the Company may have the denial of a PROW Plan reviewed by the City Manager. The City Manager will schedule its review of the Director's decision within forty-five (45) days of receipt of such a request. A decision by the City Manager will be in writing and supported by written findings establishing the reasonableness of its decision.

SECTION 305 MAPPING DATA

Upon completion of each installation within the PROW, the Company shall provide to the City such information necessary to document the location and elevation of the installation, including but not limited to:

- (a) location and elevation of the mains, cables, conduits, switches, and related equipment and other Facilities owned by the Company located in the PROW, with the location based on (i) offsets from property lines, distances from the centerline of the Public Rights-of-Way, and curb lines; (ii) coordinates derived from the coordinate system being used by the City; or (iii) any other system agreed upon by the Company and the City;
- (b) the outer dimensions of such Facilities; and
- (c) a description and location of above-ground appurtenances.

ARTICLE IV

SECTION 401 COMPLIANCE WITH ALL LAW AND REGULATIONS

Obtaining this telecommunications franchise shall in no way relieve the Company of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by any applicable state or federal rule, law or regulation. The Company shall comply with and fulfill all generally applicable laws and regulations, including ordinances, regulations and requirements of the City, regarding excavations and any other work in or affecting the Public Rights-of-Way. The Company shall perform all work in conformance with all applicable codes and established rules and regulations, and it is responsible for all work conducted by the Company, another entity or person acting on its behalf pursuant to this Ordinance in the Public Rights-of-Way.

ARTICLE V

SECTION 501 RELOCATION OF COMPANY FACILITIES WITHIN THE PUBLIC RIGHTS-OF WAY

Upon written notice from the Director of a planned and authorized improvement or alteration of City sidewalks, streets or other property, or of a proposed relocation of any City-owned utilities that necessitate relocation of some or all of the Facilities owned by the Company and lines to accommodate same, the Company shall relocate at its own expense any such Facilities within one hundred eighty (180) days of receipt of the notice. At Company's request, the city may consent to a longer period, such consent not to be unreasonably or discriminatorily withheld, conditioned or delayed. Notwithstanding the foregoing, the City shall reimburse Company for any such relocation expense if such reimbursement is required by Section 56-468.2 of the Code of Virginia, or other applicable law.

SECTION 502 RIGHTS-OF WAY PATCHING AND RESTORATION

502.1 RESTORATION STANDARD: Where the Company disturbs or damages the Public Rights-of-Way, the Director shall have the authority to determine the manner and extent of the

restoration of the Public Rights-of-Way, and may do so in written procedures of general application or on a case-by-case basis. In exercising this authority, the Director will consult with any state or federal standards for rights-of-way restoration and shall be further guided by the following considerations:

- (a) the number, size, depth and duration of the excavations, disruptions or damage to the Public Rights-of-Way;
- (b) the traffic volume carried by the Public Rights-of-Way; the character of the neighborhood surrounding the right-of-way;
- (c) the pre-excavation condition of the Public Rights-of-Way and its remaining life expectancy;
- (d) the relative cost of the method of restoration to the Company balanced against the prevention of an accelerated deterioration of the right-of-way resulting from the excavation, disturbance or damage to the Public Rights-of-Way; and
- (e) the likelihood that the particular method of restoration would be effective in slowing the depreciation of the Public Rights-of-Way that would otherwise take place.
- **502.2 TEMPORARY SURFACING:** The Company shall perform temporary surfacing patching and restoration including, backfill, compaction, and landscaping according to standards determined by, and with the materials determined by, the Director.
- **502.3 TIMING:** After any excavation by the Company pursuant to this Ordinance, the patching and restoration of the Public Rights-of-Way must be completed promptly and in a manner determined by the Director.
- 502.4 GUARANTEES: The Company guarantees its restoration work and shall maintain it for twenty-four (24) months following its completion. The previous statement notwithstanding, the Company will guarantee and maintain plantings and turf for twelve (12) months. During these maintenance periods, the Company shall, upon notification by the City, correct all restoration work to the extent necessary, using the method determined by the Director. Such work shall be completed after receipt of notice from the Director, within a reasonably prompt period, with consideration given for days during which work cannot be done because of circumstances constituting force majeure. Notwithstanding the foregoing, the Company's guarantees set forth hereunder concerning restoration and maintenance, shall not apply to the extent another company, franchisee, licensee, permittee, other entity or person, or the City disturbs or damages the same area, or a portion thereof, of the Public Rights-of-Way.
- 502.5 DUTY TO CORRECT DEFECTS: The Company shall correct defects in patching, or restoration performed by it or its agents. Upon notification from the City, the Company shall correct all restoration work to the extent necessary, using the method determined by

- the Director. Such work shall be completed after receipt of the notice from the Director within a reasonably prompt period, with consideration given for days during which work cannot be done because of circumstances constituting force majeure.
- 502.6 FAILURE TO RESTORE: If the Company fails to restore the Public Rights-of-Way in the manner and to the condition required by the Director pursuant to Section 502.5, or fails to satisfactorily and timely complete all restoration required by the Director pursuant to the foregoing, the City shall notify the Company in writing of the specific alleged failure or failures and shall allow the Company at least ten (10) days from receipt of the notice to cure the failure or failures, or to respond with a Plan to cure. In the event that the Company fails to cure, or fails to respond to the City's notice as provided above, the City may, at its election, perform the necessary work and the Company shall pay to the City its reasonable costs for such restoration within thirty (30) days of billing accompanied by an itemized statement of the City's reasonable costs. If payment is not received by the City within the thirty (30) day period, the City Attorney may bring an action to recover the reasonable costs of the restoration and reasonable attorney's fees in a court of competent jurisdiction pursuant to Section 56-467 of the Virginia Code. Reasonable costs may include, but are not limited to, administrative, overhead mobilization, material, labor, and equipment related to such restoration.
- 502.7 DAMAGE TO OTHER FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY: The Company shall be responsible for the cost of repairing any Facilities existing within the Public Rights-of-Way that it or the Facilities owned by the Company damage. If the Company damages the City's Facilities within the Public Rights-of-Way, such as, but not limited to, culverts, road surfaces, curbs and gutters, or tile lines, the Company shall correct the damage within a prompt period after receiving written notification from the City. If the Company does not correct the City's damaged Facilities pursuant to the foregoing, the City may make such repairs as necessary and charge all of the reasonable costs of such repairs within thirty (30) days of billing accompanied by an itemized statement of the City's reasonable costs. If payment is not received by the City within such thirty (30) day period, the City Attorney may bring an action to recover the reasonable costs of the restoration and reasonable attorney's fees in a court of competent jurisdiction pursuant to Section 56-467 of the Virginia Code. Reasonable costs may include, but are not limited to, administrative, overhead mobilization, material, labor, and equipment related to such repair.
- 502.8 DIRECTOR'S STANDARD: All determinations to be made by the Director with respect to the manner and extent of restoration, patching, repairing and similar activities under the franchise granted by this Ordinance, shall be reasonable and shall not be unreasonably conditioned, withheld, or delayed. The Company may request additional time to complete restoration, patching, repair, or other similar work as required under the franchise granted by this Ordinance, and the Director shall not unreasonably withhold, condition, or delay consent to such requests.

ARTICLE VI

SECTION 601 INDEMNIFICATION AND LIABILITY

- 601.1 SCOPE OF INDEMNIFICATION: Subject to the following, the Company agrees and binds itself to indemnify, keep and hold the City, City Council ("Council") members, officials and its employees free and harmless from liability on account of injury or damage to persons, firms or corporations or property growing out of or directly or indirectly resulting from:
 - (a) the Company's use of the streets, alleys, highways, sidewalks, rights-of-way and other public places of the City pursuant to the franchise granted by this Ordinance;
 - (b) the acquisition, erection, installation, maintenance, repair, operation and use of any poles, wires, cables, conduits, lines, manholes, facilities and equipment by the Company, its authorized agents, subagents, employees, contractors or subcontractors; or
 - (c) the exercise of any right granted by or under the franchise granted by this Ordinance or the failure, refusal or neglect of the Company to perform any duty imposed upon or assumed by the Company by or under the franchise granted by this Ordinance.
- 601.2 DUTY TO INDEMNIFY, DEFEND AND HOLD HARMLESS: If a suit arising out of subsection (a), (b), (c) of Section 601.1, claiming such injury, death, or damage shall be brought or threatened against the City, its officers, or employees, either independently or jointly with the Company, the Company will defend, indemnify and hold the City harmless in any such suit, at the cost of the Company, provided that the City promptly provides written notice of the commencement or threatened commencement of the action or proceeding involving a claim in respect of which the City will seek indemnification hereunder. The Company shall be entitled to have sole control over the defense through counsel of its own choosing and over settlement of such claim provided that the Company must obtain the prior written approval of City of any settlement of such claims against the City, which approval shall not be unreasonably withheld or delayed more than thirty (30) days. If, in such a suit, a final judgment is obtained against the City, its officers, or employees, either independently or jointly with the Company, the Company will pay the judgment, including all reasonable costs, and will hold the City harmless therefrom.

SECTION 602 WAIVER BY THE CITY

The City waives the applicability of these indemnification provisions in their entirety if it:

- (a) elects to conduct its own defense against such claim;
- (b) fails to give prompt notice to the Company of any such claim such that the Company's ability to defend against such claim is compromised;

- (c) denies approval of a settlement of such claim for which the Company seeks approval; or
- (d) fails to approve or deny a settlement of such claim within thirty (30) days of the Company seeking approval.

SECTION 603 INSURANCE

- 603.1 The Company shall also maintain in force a comprehensive general liability policy in a form satisfactory to the City Attorney, which at minimum must provide:
 - (a) verification that an insurance policy has been issued to the Company by an insurance company licensed to do business in the State of Virginia, or a form of self insurance acceptable to the City Attorney;
 - (b) verification that the Company is insured against claims for personal injury, including death, as well as claims for property damage arising out of (i) the use and occupancy of the Public Rights-of-Way by the Company, its agents, employees and permittees, and (ii) placement and use of Facilities owned by the Company in the Public Rights-of-Way by the Company, its officers, agents, employees and permittees, including, but not limited to, protection against liability arising from completed operations, damage of underground Facilities and collapse of property;
 - (c) verification that the City Attorney will be notified thirty (30) days in advance of cancellation of the policy or material modification of a coverage term;
 - (d) verification that comprehensive liability coverage, automobile liability coverage, workers compensation and umbrella coverage established by the City Attorney in amounts sufficient to protect the City and the public and to carry out the purposes and policies of this Ordinance; and
 - (e) verification that the policy has a combined single limit coverage of not less than two million dollars (\$2,000,000).

The policy shall include the City as an additional insured party, and the Company shall provide the City Attorney with a certificate of such coverage before execution of this franchise in a form acceptable to the City Attorney.

603.2 The Company shall also require similar indemnification and insurance coverage from any contractor working on its behalf in the public right-of-way.

SECTION 604 NEGLIGENCE AND INTENTIONAL ACTS

Nothing herein contained shall be construed to render the Company liable for or obligated to indemnify the City, its agents, or employees, for the negligence or intentional acts of the City, its Council members, its agents or employees, or a permittee of the City.

ARTICLE VII

SECTION 701 GENERAL REQUIREMENT OF A PERFORMANCE BOND

Prior to the Effective Date of this Ordinance, the Company has deposited with the City a Performance Bond made payable to the city in the amount of twenty-five thousand dollars (\$25,000). The bond shall be written by a corporate surety acceptable to the City and authorized to do business in the Commonwealth of Virginia. The Performance Bond shall be maintained at this amount through the term of this franchise.

SECTION 702 CHANGED AMOUNT OF THE PERFORMANCE BOND

At any time during the Term, the City may, acting reasonably, require or permit the Company to change the amount of the Performance Bond if the City finds that new risk or other factors exist that reasonably necessitate or justify a change in the amount of the Performance Bond. Such new factors may include, but not be limited to, such matters as:

- (a) material changes in the net worth of the Company;
- (b) changes in the identity of the Company that would require the prior written consent of the City;
- (c) material changes in the amount and location of Facilities owned by the Company;
- (d) the Company's recent record of compliance with the terms and conditions of this Ordinance; and
- (e) material changes in the amount and nature of construction or other activities to be performed by the Company pursuant to this Ordinance.

SECTION 703 PURPOSE OF PERFORMANCE BOND

The Performance Bond shall serve as security for:

- (a) the faithful performance by the Company of all terms, conditions and obligations of this Ordinance;
- (b) any expenditure, damage or loss incurred by the City occasioned by the Company's failure to comply with all rules, regulations, orders, permits and other directives of the City issued pursuant to this Ordinance;

- (c) payment of compensation required by this Ordinance;
- (d) the payment of premiums for the liability insurance required pursuant to this Ordinance;
- (e) the removal of Facilities owned by the Company from the Streets at the termination of the Ordinance, at the election of the City, pursuant to this Ordinance;
- (f) any loss or damage to the Streets or any property of the City during the installation, operation, upgrade, repair or removal of Facilities by the Company;
- (g) the payment of any other amounts that become due to the City pursuant to this Ordinance or law;
- (h) the timely renewal of any letter of credit that constitutes the Performance Bond; and
- (i) any other costs, loss or damage incurred by the City as a result of the Company's failure to perform its obligations pursuant to this Ordinance.

SECTION 704 FEES OR PENALTIES FOR VIOLATIONS OF THE ORDINANCE

- **704.1 FEE OR PENALTY:** The Company shall be subject to a fee or a penalty for violation of this Ordinance as provided for in applicable law.
- 704.2 APPEAL: The Company may, upon written request within thirty (30) days of the City's decision to assess a fee or penalty and for reasons of good cause, ask the City to reconsider its imposition of a fee or penalty pursuant to this Ordinance unless another period is provided for in applicable law. The City shall schedule its review of such request to be held within forty-five (45) days of receipt of such request from the Company. The City's decision on the Company's appeal shall be in writing and supported by written findings establishing the reasonableness of the City's decision. During the pendency of the appeal before the City or any subsequent appeal thereafter, the Company shall place any such fee or penalty in an interest-bearing escrow account. Nothing herein shall limit the Company's right to challenge such assessment or the City's decision on appeal, in a court of competent jurisdiction.

ARTICLE VIII

SECTION 801 COMPENSATION/PROW USE FEE.

The City reserves the right to impose at any time on the Company consistent with Section 253(c) of the Communications Act of 1934, as amended:

- (a) a PROW Use Fee in accordance with Section 56-468.1(G) of the Code of Virginia, and/or
- (b) any other fee or payment that the City may lawfully impose for the occupation and use of the Streets.

The Company shall be obligated to remit the PROW Use Fee and any other lawful fee enacted by the City, so long as the City provides the Company and all other affected certificated providers of local exchange telephone service appropriate notice of the PROW Use Fee as required by Section 56-468.1(G) of the Code of Virginia. If the PROW Use Fee is eliminated, discontinued, preempted or otherwise is declared or becomes invalid, the Company and the City shall negotiate in good faith to determine fair and reasonable compensation to the City for use of the Streets by the Company for Telecommunications.

SECTION 802 RESERVED

SECTION 803 NO CREDITS OR DEDUCTIONS

The compensation and other payments to be made pursuant to Article VIII: (a) shall not be deemed to be in the nature of a tax, and (b) except as may be otherwise provided by Section 56-468.1 of the Code of Virginia, shall be in addition to any and all taxes or other fees or charges that the Company shall be required to pay to the City or to any state or federal agency or authority, all of which shall be separate and distinct obligations of the Company.

SECTION 804 REMITTANCE OF COMPENSATION/LATE PAYMENTS, INTEREST ON LATE PAYMENTS

(1) If any payment required by this Ordinance is not actually received by the City on or before the applicable date fixed in this Ordinance, or (2), in the event the City adopts an ordinance imposing a PROW Use Fee, if such Fee has been received by the Company from its customers, and has not been actually received by the City on or before the applicable date fixed in this Ordinance or thirty (30) days after receipt of the PROW Use Fee from its customers, whichever is later, then the Company shall pay interest thereon, to the extent permitted by law, from the due date to the date paid at a rate equal to the rate of interest then charged by the City for late payments of real estate taxes.

ARTICLE IX

SECTION 901 RESERVATION OF ALL RIGHTS AND POWERS

The City reserves the right by ordinance or resolution to establish any reasonable regulations for the convenience, safety, health and protection of its inhabitants under its police powers, consistent with state and federal law. The rights herein granted are subject to the exercise of such police powers as the same now are or may hereafter be conferred upon the City. Without

limitation as to the generality of the foregoing the City reserves the full scope of its power to require by ordinance substitution of underground service for overhead service, or the transfer of overhead service from the front to the rear of property whenever reasonable in all areas in the City and with such contributions or at such rates as may be allowed by law.

Notwithstanding anything herein to the contrary, nothing herein shall be construed to extend, limit or otherwise modify the authority of the City preserved under Sections 253 (b) and (c) of the Communications Act of 1934, as amended. Nothing herein shall be construed to limit, modify, abridge or extend the rights of the Company under the Communications Act of 1934, as amended.

SECTION 902 SEVERABILITY

If any portion of this Ordinance is for any reason held to be invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

ARTICLE X

SECTION 1001 MAINTENANCE OBLIGATION

The Company will maintain the poles, wires, cable, conduits, lines, manholes, equipment and other Facilities it owns within the City's PROW in good order and operating condition throughout the term of the franchise granted by this Ordinance.

SECTION 1002 TREE TRIMMING

Should the Company install any overhead lines, it shall have the authority to trim trees upon or overhanging the streets, alleys, walkways or Public Rights-of-Way to prevent the branches of such trees from interfering with its lines or other Facilities. However, all such trimmings shall be performed in a safe and orderly manner under the general direction of the Director of Public Works or his or her designee and in compliance with the pruning standards of the National Arborists Association as currently in effect.

ARTICLE XI

SECTION 1101 INITIAL TERM OF TELECOMMUNICATIONS FRANCHISE

The term of the franchise granted by this Ordinance shall be for a period of five (5) years from the effective date of this Ordinance.

SECTION 1102 APPLICATION FOR NEW TELECOMMUNICATIONS FRANCHISE

If the Company wishes to maintain its equipment within the City and to continue the operation of the system beyond the term of the franchise granted by this Ordinance, it shall give written notice to the City at least one hundred twenty (120) days before expiration of the franchise granted by this Ordinance, stating that it wishes to apply for a new franchise. Such application shall include a report of the location of the Facilities owned by the Company within the City's PROW, and a statement as to whether the Company has complied with the provisions of this Ordinance.

SECTION 1103 OPERATION OF FACILITIES OWNED BY THE COMPANY WHILE RENEWAL IS PENDING

Upon a timely request by the Company prior to the expiration of its initial franchise, the Company shall be permitted to continue operations of the Facilities owned by the Company within the City under the terms of the franchise granted by this Ordinance until the City acts upon the Company's request. Nothing herein shall be construed to grant the Company a perpetual franchise interest.

ARTICLE XII

SECTION 1201 NOTICE

All notices, except for in cases of emergencies, required pursuant to the franchise granted by this Ordinance shall be in writing and shall be mailed or delivered to the following address:

To the Company:

Shenandoah Mobile, LLC Attn: Industry Affairs & Regulatory 500 Shentel Way Edinburg, VA 22824 To the City:

City of Charlottesville Attn: City Manager 605 East Main Street Charlottesville, VA 22902

All correspondences shall be by registered mail, certified mail or regular mail with return receipt requested; and shall be deemed delivered when received or refused by the addressee. Each Party may change its address above by like notice.

SECTION 1202 EMERGENCY NOTIFICATION

Notices required pursuant to Section 303.2 shall be made orally and by facsimile to the following:

To the Company: Shenandoah Mobile, LLC Network Operations Center (540) 984-5531

To the City:

Gas Dispatchers (434) 970-3800 (office) Emergency (434)293-9164 (leaks) (434) 970-3817 (facsimile)

Steven Hicks
Director of Public Works
(434) 970-3536 (office)
(434) 970-3817 (facsimile)

SECTION 1203 REGISTRATION OF DATA

The Company, including any sub-leasee or assigns, must keep on record with the City the following information:

- (a) Name, address and e-mail address if applicable, and telephone and facsimile numbers;
- (b) Name, address and e-mail address if applicable, and telephone and facsimile numbers of a local representative that is available for consultation at all times. This information must include how to contact the local representative in an emergency; and
- (c) A certificate of insurance as required under Article VI, Section 603 of this telecommunications franchise, and a copy of the insurance policy.

The Company shall keep update all of the above information with the City within fifteen (15) days following its knowledge of any change.

ARTICLE XIII

SECTION 1301 TERMINATION OF TELECOMMUNICATIONS FRANCHISE

The franchise granted by this Ordinance may be terminated:

- (a) by the Company, at its election and without cause, by written notice to the City at least sixty (60) days prior to the effective date of such termination; or
- (b) by either the Company or the City, after thirty (30) days written notice to the other party of the occurrence or existence of a default of the franchise granted by this Ordinance, if the defaulting party fails to cure or commence good faith efforts to cure, such default within sixty (60) days after delivery of such notice.

Notwithstanding the provisions of this Section, the terms and conditions of the franchise granted by this Ordinance pertaining to indemnification shall survive a termination under this Section.

ARTICLE XIV

SECTION 1401 REMOVAL OF FACILITIES FROM THE PUBLIC RIGHTS-OF-WAY

The Company shall remove all Facilities owned by the Company from the streets, alleys and public places of the City at the expense of the Company within six (6) months after the termination, abandonment, or expiration of this franchise granted by this Ordinance, or by such reasonable time to be prescribed by the City Council, whichever is later. No such removal will be required while any renewal requests as provided for in Section 1102 and Section 1103, are pending before the City. If such renewal request is denied, the six (6) month period provided above shall commence on the date of denial or expiration, whichever is later. The City reserves the right to waive this requirement, as provided for in Section 1402 herein. The City shall grant the Company access to the Public Rights-of-Way in order to remove its telecommunications Facilities owned by the Company pursuant to this paragraph.

SECTION 1402 ABANDONMENT OF FACILITIES OWNED BY THE COMPANY IN THE PUBLIC RIGHTS-OF-WAY

The telecommunications Facilities owned by the Company may be abandoned without removal upon request by the Company and approval by the City. This Section survives the expiration or termination of this franchise granted by this Ordinance.

ARTICLE XV

SECTION 1501 PRIOR WRITTEN CONSENT FOR ASSIGNMENT

The franchise granted by this Ordinance shall not be assigned or transferred without the expressed written approval of the City, which shall not be unreasonably or discriminatorily conditioned, withheld or delayed.

In addition, the City agrees that nothing in this Ordinance shall be construed to require the Company to obtain approval from the City in order to lease any Facilities owned by the Company or any portion thereof in, on, or above the PROW, or grant an indefeasible right of use ("IRU") in the Facilities owned by the Company, or any portion thereof, to any entity or person. The lease or grant of an IRU in such Facilities owned by the Company, or any portion or combination thereof, shall not be construed as the assignment or transfer of any franchise rights granted under this Ordinance.

SECTION 1502 SUCCESSORS AND ASSIGNS

Notwithstanding Section 1501, the Company may assign, transfer, or sublet its rights, without the consent of the City, to any person or entity that controls, is controlled by or is under common control with the Company, any company or entity with which or into which the Company may merge or consolidate, to any lender of the Company provided the City is advised of the action prior to enactment. Any successor(s) of the Company shall be entitled to all rights and privileges of this franchise granted by this Ordinance and shall be subject to all the provisions, obligations, stipulations and penalties herein prescribed.

ARTICLE XVI

SECTION 1601 NONEXCLUSIVE FRANCHISE

Nothing in the franchise granted by this Ordinance shall be construed to mean that this is an exclusive franchise, as the City Council reserves the right to grant additional telecommunications franchises to other parties.

ARTICLE XVII

SECTION 1701 ALL WAIVERS IN WRITING AND EXECUTED BY THE PARTIES

Subject to the foregoing, any waiver of the franchise granted by this Ordinance or any of its provisions shall be effective and binding upon the Parties only if it is made in writing and duly signed by the Parties.

SECTION 1702 NO CONSTRUCTIVE WAIVER RECOGNIZED

If either Party fails to enforce any right or remedy available under the franchise granted by this Ordinance, that failure shall not be construed as a waiver of any right or remedy with respect to any breach or failure by the other Party. Nothing herein shall be construed as a waiver of any rights, privileges or obligations of the City or the Company, nor constitute a waiver of any remedies available at equity or at law.

ARTICLE XVIII

SECTION 1801 NO DISCRIMINATION

The Company's rights, privileges and obligations under the franchise granted by this Ordinance shall be no less favorable than those granted by the City to and shall not be interpreted by the City in a less favorable manner with respect to any other similarly situated entity or person or user of the City's Public Rights-of-Way.

The Company's rights, privileges and obligations under the franchise granted by this Ordinance shall be no less favorable than those granted by the City to and shall not be interpreted by the City in a less favorable manner with respect to any other similarly situated entity or person or user of the City's Public Rights-of-Way.

ARTICLE XIX

SECTION 1901 FORCE MAJEURE

Neither the Company nor the City shall be liable for any delay or failure in performance of any part of the franchise granted by this Ordinance from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions.

ARTICLE XX

SECTION 2001 EFFECTIVE DATE

This Ordinance shall be effective upon its pa	issage.				
Adopted by the Council of the City of Charle	ottesvil	le on th	e da	ay of	, 20
	Clerk	of Cour	ncil		
ACCEPTED: This franchise is accepted, and	d we ag	gree to l	be bound	d by its to	erms and conditions.
	SHE	ENAN	DOA	f Ma	BILE, UC
	Ву	Cl	~/·	gle	
		Its	Vice	- PRE	FOLDENT
		Date	21	2/20	24

Exhibit A

Small Cell Site List

Scott Stadium 317 Montebello Circle Charlottesville, VA 22903

Coordinates: 38.03052, -78.51131

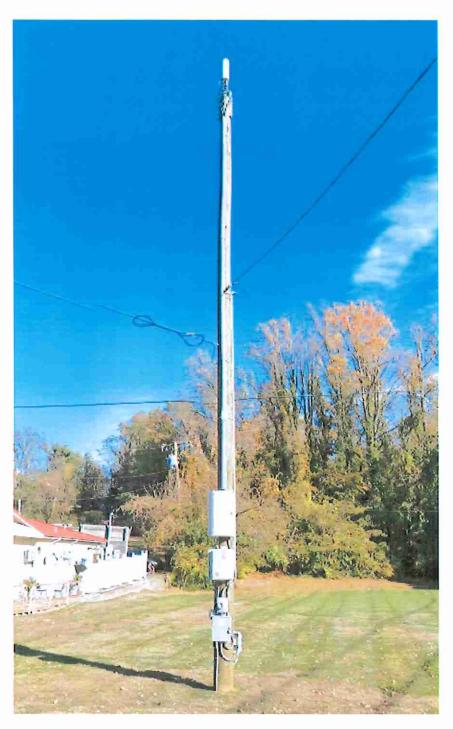


Exhibit A

Small Cell Site List

John Paul Jones Arena 400 Emmet Street North Charlottesville, VA 22903

Coordinates: 38.04369, -78.50496



CITY OF CHARLOTTESVILLE, VIRGINIA CITY COUNCIL AGENDA



Agenda Date: February 20, 2024

Action Required: Resolution

Presenter: Alexander Ikefuna, Director of Community Solutions

Staff Contacts: Samuel Sanders, Jr., City Manager

Alexander Ikefuna, Director of Community Solutions

John Sales - CRHA Executive Director Antoine Williams, Housing Program Manager

Title: Resolution of Support for Charlottesville Redevelopment and Housing

Authority and its South 1st Street Phase 2 Redevelopment

Background

Accordingly, the various affordable housing redevelopment efforts initiated by the Charlottesville Redevelopment and Housing Authority (CRHA) have been integral to addressing housing needs within our community. Since the issuance of a two-part Request for Development Partner in 2018 (see attachment), significant progress has been made in the revitalization of properties under CRHA's purview.

Phase 1 of the redevelopment, comprising renovation of Crescent Halls and construction of new housing on South 1st Street, received approval for Low-Income Housing Tax Credits (LIHTC) in June 2019. This marked a crucial step forward in the endeavor to provide affordable housing options. Subsequently, Phase 2 planning for the South 1st Street area commenced, guided by a resident-led process aimed at ensuring community input and involvement. The proposed plan includes demolishing existing public housing units and constructing approximately 113 residential units alongside office and community spaces.

On February 18, 2020, in support of CRHA's ongoing affordable housing redevelopment efforts, the city passed a resolution supporting CRHA's endeavors concerning the South 1st Street Phase 2 Redevelopment (see attachment). Subsequently, funds totaling \$3,000,000 were allocated and disbursed to CRHA over Fiscal Years (FY) 2021 and 2022. Beyond this action of support, the city's commitment was further contemplated by an additional \$3,000,000 for each fiscal year from 2023 to 2026 in the Capital Improvement Plan.

Note that this funding was to be earmarked for various housing projects previously identified by CRHA. However, given the utilization of allocated funds from Phase 1 developments, CRHA now seeks to secure the already allocated \$3 million and an additional \$3 million in FY2026 to advance the project.

Discussion

The following discussion pertains to the request for a funding commitment or resolution of support for CRHA and its South 1st Phase 2 Redevelopment Project, with a specific focus on CRHA's request for a consolidated funding commitment for FY2026.

The request, as articulated by John Sales, Executive Director of CRHA, involves a total funding requirement of \$6 million for the project. This amount comprises \$3 million already allocated and utilized from prior appropriations, with an additional \$3 million requested for FY2026. This new request was initially included in the Capital Improvement Program (CIP) for future years, specifically earmarked for South 1st Street Phase 2. In essence, CRHA is seeking to secure the already allocated \$3 million and an additional \$3 million to advance the project.

Note that CRHA's submitted request, as outlined below, has been made available below for your reference:

From: Jeff Meyer < jmeyer@vacdc.org>

Sent: Friday, February 9, 2024 3:05 PM

To: Ikefuna, Alexander < ikefuna@charlottesville.gov>

Cc: Sales, John <salesj@cvillerha.com>; Kathleen Glenn-Matthews <matthewsk@cvillerha.com>

Subject: South First Phase Two

WARNING: This email has originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Alex,

To summarize our phone conversation, the reason for the request to the City for supplemental funds for this project in the amount of an additional \$3 million over and above the original \$3 million awarded by the City is simply that the project will cost much more than had originally been projected.

In 2020, when the CRHA first made application to Virginia Housing for LIHTC, the projected cost of construction for South First Phase Two was \$23 million and the Total Development Cost of the project including fees, reserves and soft costs was projected at \$31,815,000. The first round of bidding came in at roughly \$49 million for construction alone.

After two rounds of open bids and an extended 6-month period of re-design and negotiation with general contractors, the cost of construction is now expected to be \$41 million and the Total Development Cost is projected at \$56,642,000.

There are, of course, multiple causes for the increase in the project costs, some of which are related to the topography of the site, and the lack of uniformity with the building design (some of this has been remedied in the redesign, while still keeping consistent with the vision of the resident planners), the fact that the construction bidding took place at the height of the pandemic, and of course the rampant inflation that has taken place in the construction industry over the past 3 years. Coupled with the high cost of financing, this project has now been delayed more than a year and is expected to cost twice what we naively anticipated 4 years ago.

For the reasons above, South First Phase Two LLC the owner, and the Charlottesville Redevelopment and Housing Authority the developer/sponsor, request that the City commit another \$3 million to the project for a total of \$6 million.

Please feel free to contact me if you would like any further information about the project.

Thank you for your consideration.

The evaluation of the funding request and Project Timeline for the South 1st Street Phase 2 Redevelopment necessitates careful consideration of its implications on budgetary planning and

project timelines:

CRHA's South 1st Street Project Timeline As last reported to staff in January 2024

Target Measure/ Date	Description/ Status
LIHTC Credit Refresh	Complete
HUD Waiver Approval	for Demo and Abatement
January 17, 2024	Virginia Housing Loan Application Submission
End of January	City Site Plan Review – finalize review, update bonds, record plats, easements, and applicable agreement.
February/March	Receive Loan Commitments
April 1, 2024	Anticipated date of closing on Construction Loan and Equity

The project timeline provided by CRHA's project team outlines key milestones and deadlines essential for the successful completion of the South 1st Street Phase 2 Redevelopment Project. Note, according to information provided to staff, this includes activities such as the submission of the Virginia Housing Loan Application in January 2024, the anticipated closing date for construction financing in April 2024, and a target completion date of December 2025.

Alignment with City Council's Vision and Strategic Plan

The activities of the Charlottesville Redevelopment Housing Authority as it relates here align closely with the City Council's vision of providing Quality Housing Opportunities for All, fostering A Green City, promoting a Community of Mutual Respect, and establishing a Smart, Citizen-Focused Government. This aligns with several strategic plan goals:

The redevelopment of public housing supports the City Council's vision of:

- Quality Housing Opportunities for All
- A Green City
- Community of Mutual Respect
- Smart. Citizen-Focused Government

Strategic Plan Goals:

- Goal 1.3: Increase affordable housing options
- Goal 2.3: Improve community health and safety outcomes by connecting residents with effective resources (aligning health care with the provision of housing for the elderly and disabled)

Comprehensive Plan Goals:

- Goal 3: Grow the City's housing stock for residents of all income levels
- Goal 3.1: Continue to work toward the City's goal of 15% supported affordable housing by 2025
- Goal 3.6: Promote housing options to accommodate both renters and owners at all price points, including workforce housing
- Goal 4.1: Support the use of appropriate tax credit proposals submitted by private and nonprofit developers within the locality to create affordable rental units, as consistent with the Housing Advisory Committee policy
- Goal 5: Support projects and public/private partnerships (i.e., private, non-profits, private developers, and governmental agencies) for affordable housing, including workforce housing and mixed-use and mixed-income developments
- Goal 5.7: Support housing programs at the local and regional level that encourage mixedincome neighborhoods and discourage the isolation of very low and low-income households
- Goal 7: Offer a range of housing options to meet the needs of Charlottesville's residents, including those presently underserved, in order to create vibrant residential areas or reinvigorate existing ones
- Goal 7.1: To the greatest extent feasible ensure affordable housing is aesthetically similar to market rate
- Goal 8.3: Encourage housing development where increased density is desirable and strive to coordinate those areas with stronger access to employment opportunities, transit routes and commercial services
- Goal 8.7: Encourage the incorporation of green sustainable principles (e.g. LEED, EarthCraft Virginia, Energy Star, etc.) in all housing development to the maximum extent feasible both as a way to be more sustainable and to lower housing costs

Community Engagement

The redevelopment process involves active community engagement through the Redevelopment Committee, which includes residents, community members, and CRHA and City staff, providing valuable research, planning, and guidance to the CRHA Board of Directors. Regular discussions and updates on redevelopment activities occur at public meetings of the CRHA Board, ensuring transparency and accountability.

Budgetary Impact

The requested funding commitment of \$3,000,000 for FY2026, as discussed, represents a significant financial commitment from the City towards the South 1st Street Phase 2 Redevelopment Project. This request aligns with CRHA's proposal for additional funding. The total funding commitment from the City towards South 1st Street Phase 2 is \$6,000,000, comprising \$3,000,000 already allocated and disbursed in previous fiscal years, with an additional \$3,000,000 requested for FY2026.

Recommendation

Staff recommends that City Council approves the request for support and issuance of a formal funding commitment. However, as funds from the resolution in question have already been allocated and disbursed, staff recommends the establishment of new resolutions and funding grant

agreements. These agreements will be drafted and executed with approval from the City Manager, City Attorney, and Finance Director.

Additionally, it is recommended that the Office of Community Solutions Housing and Compliance staff receive the following documents:

- Signed memo detailing Project Timeline and Milestones
- Written Correspondence with CRHA Executive Director, Mr. John Sales, outlining the request as detailed and reported in the staff report.
- Project Budgetary Analysis/Statement
- An up-to-date community engagement Summary Report reflecting activities up to the date before this allocation request.

These documents and the approved funding commitment shall be presented before the Council for review and approval.

Suggested Motion: move that the City Council approve the resolution of support for a new funding commitment of \$6,000,000 for Fiscal Year 2026 to support the South 1st Street Phase 2 Redevelopment Project, as requested by CRHA. Furthermore, I move that the City Manager be authorized to negotiate and execute funding grant agreements with CRHA to facilitate the disbursement of funds. It is further stipulated that the Office of Community Solutions Housing and Compliance staff shall review the provided documents related to the project timeline, budgetary analysis, and community engagement summary report. These documents, along with the approved funding commitment, shall be presented to the Council for final review and approval at a later date and time before said funds are allocated or disbursed according to the terms of the grant agreement.

Alternatives

City Council could choose not to approve the supporting Resolution, which may have negative implications for the Low-Income Housing Tax Credit (LIHTC) application and potentially impact the progress of the redevelopment project.

Attachments

- 1. NEW Resolution South 1st Street Phase 2 Redevelopment (March 5, 2024)
- 2. Resolution #R-20-023 (February 18, 2020)
- 3. Sample Montion South 1st Street Phase 2 Redevelopment Resolution

RESOLUTION FOR A SINGLE-TIME AND PURPOSE FINANCIAL COMMITMENT FOR THE SOUTH 1ST STREET PHASE 2 REDEVELOPMENT.

WHEREAS the City of Charlottesville recognizes the critical need for affordable housing development to address housing challenges within the community and the redevelopment of South 1st Street Phase 2 represents a significant opportunity to expand affordable housing options and revitalize the community and

NOW, THEREFORE, BE IT RESOLVED WHEREAS, the Charlottesville Redevelopment and Housing Authority (CRHA) has requested a total funding commitment of \$6,000,000 inclusive of the \$3,000,000 commitment and an additional \$3,000,000 for Fiscal Year (FY) 2026 to support the South 1st Street Phase 2 Redevelopment Project; and

BE IT FURTHER RESOLVED that the City Manager is authorized to negotiate and execute funding grant agreements with CRHA to facilitate the disbursement of funds in accordance with this resolution.

Approved by Council
March 5, 2024
Thomas MMC
Thomas, MMC
Clerk of Council

RESOLUTION

Financial Resolution Supporting South 1st Street Parcel Number: 260115000

NOW, THEREFORE BE IT RESOLVED that the Council of the City of Charlottesville, Virginia hereby commits up to \$3,000,000 in the form of grants for the redevelopment of South 1st Street Phase 2. The commitment of up to \$3,000,000 will help to subsidize this project which in turn will create approximately 113 new or replacement affordable housing units in the City of Charlottesville. This commitment is currently programmed into the City of Charlottesville's Capital Improvement Program over a two-year period beginning on July 1, 2020 and concluding on June 30, 2022. This commitment will be made to Charlottesville Redevelopment and Housing Authority.

Approved by Council February 18, 2020

Kyna Thomas, CMC Clerk of Council

CITY OF CHARLOTTESVILLE, VIRGINIA CITY COUNCIL AGENDA



Agenda Date: February 20, 2024

Action Required: Adopt Amendments to Chapter 25 (Social Services), Article III (Rental Relief for

the Elderly and Disabled Persons)

Presenter: Todd Divers, Commissioner of the Revenue

Staff Contacts: Sue Moffett, Director of Social Services

Brenda Kelley, Redevelopment Manager

Jason Vandever, City Treasurer

Title: Ordinance amending Chapter 25 (Social Services), Article III (Rental Relief

for the Elderly and Disabled Persons) Increasing Income Limit, Rents-Paid Limit (used in the Grant Formula), and Maximum Grant Amount

Background

Charlottesville's Rental Relief Program for Elderly and Disabled Persons (RENT) has operated in some form or another since 1973 when it was first authorized by City Council. The program provides for the payment of grants to qualified tenants residing in the City who are not less than 65 years of age or are permanently and totally disabled and who are otherwise eligible. Per Sec. 25-57 of the City Code: "The city council finds and declares that persons qualifying for such grants are deemed to bear an extraordinary burden in rent costs, and thereby indirectly an extraordinary real estate tax burden, in relation to their income and financial worth. Such persons are deemed thus to qualify for general relief as provided in Code of Virginia, § 63.1-106, which general relief shall be in the form of the grants provided pursuant to this article."

The program is run under the auspices of the Social Service Section of City Code but is administered and budgeted for by the Office of the Commissioner of the Revenue.

The method for calculating the grant amount is set out in Sec. 25-61 of the City Code as follows:

 $G = .25 \times (R - (.24 \times I))$

G = GRANT AMOUNT

R = THE LESSER OF THE ACTUAL AMOUNT OF RENT PAID OR \$12,000

I = GROSS COMBINED INCOME (capped at \$50,000)

The maximum grant amount is capped at \$1,500.

Discussion

1. The maximum rent parameter used in the formula above (R) was set at \$12,000 in 2019 due to a long overdue adjustment that Council approved as a result of steadily increasing real estate values which were passed along to renters in the form of rent increases. The maximum income parameter (I) was not adjusted at that time. However, area incomes HAVE increased over time, necessitating adjustments to both the Real Estate Tax Relief Program for the Elderly and Disabled (RETR) and the Charlottesville Homeowner Assistance Program (CHAP). In both of those programs, the maximum income is pegged to the most recent Median Family Income figure (actually, half of MFA) for the Charlottesville Metropolitan Statistical Area (MSA) as promulgated annually by the Department of Housing and Urban Development (HUD). Thus, as MFA rises, so too does the maximum income limit for RETR and CHAP. We propose doing the same for RENT.

For FY2023 (the most recent year available), MFA for the Charlottesville MSA was \$123,300. Therefore, if this measure is approved, the maximum allowable income for RENT applicants will be \$61,650 (as it is for RETR and CHAP).

2. We further propose using the RENT formula itself to set the annual maximum allowable rent that an applicant can claim in the reimbursement formula (R) as follows, where G=0 and I=1/2 of MFA. For CY2024, the formula works out as follows:

```
G = .25 x (R - (.24 x I))

0 = .25 x (R - (.24 x 61650))

0 = .25 x (R - 14796)

0 = .25R - (.25 x 14796)

0 = .25R - 3699

3699 = .25R

3699/.25 = R

14796 = R
```

Simplified, the formula would be:

$$R = .24 \times I$$

Such a mechanism would ensure that the rent parameter increases in tandem with the income parameter.

- 3. We also propose increasing the maximum grant award from \$1,500 to \$2,000. This threshold has not been adjusted in over twenty years. The \$1,500 cap was legislated by Council in 2019, but had been the de facto cap prior to that due to the previous rent threshold being set at \$6,000 in 2001.
- 4. Finally, we would propose taking this opportunity to make some formatting and capitalization updates to this Article of the City Code (see ordinance mark-up).

Alignment with City Council's Vision and Strategic Plan

This change aligns with the City's vision of being a place where everyone thrives by targeting grant assistance where it is most needed. It reflects the City's commitment to implement equitable practices and policies across all of its activities. It further reflects the City's strategic outcome area of organizational excellence by delivering excellent service to the community.

Community Engagement

Informal. For a number of years now, housing advocates have expressed a desire to see these thresholds increased.

Budgetary Impact

There would be no budgetary impact in FY2024 as RENT grant checks for this year will not be mailed until FY2025 (December 2024). The cost of these program changes is estimated to be less than \$5,000, and has already been built into the Commissioner of the Revenue's annual budget request for FY2025. This amount is not far out of line with normal year-to-year budget increases.

Recommendation

Suggested Motion: "I move adoption of the ORDINANCE amending Chapter 25, Article III of the Charlottesville City Code, increasing the income limit, rents-paid limit (as used in the grant formula), and maximum grant amount for Rental Relief for the Elderly and Disabled Persons."

Alternatives

N/A

Attachments

- 1. Rent Relief Ordinance 2024
- 2. 2019-10-07 Ordinance
- 3. 2001-06-04 Ordinance Change
- 4. 1973-03-19 Council Minutes
- 5. 1973-03-05 Council Minutes

AN ORDINANCE

AMENDING AND REORDAINING SECTIONS 25-56 ET SEQ OF ARTICLE III OF CHAPTER 25 (SOCIAL SERVICES) OF THE CHARLOTTESVILLE CITY CODE, 1990, AS AMENDED, RELATING TO RENT RELIEF FOR THE ELDERLY AND DISABLED PERSONS.

BE IT ORDAINED by the Council for the City of Charlottesville, Virginia, that Sections 25-58 and 25-61 of Article III (Rental Relief for the Elderly and Disabled Persons) of Chapter 25 (Social Services), are hereby amended and reordained, as follows:

CHAPTER 25. SOCIAL SERVICES ARTICLE III. RENTAL RELIEF FOR THE ELDERLY AND DISABLED PERSONS

Sec. 25-56. Definitions.

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section, unless another meaning shall clearly appear from the context:

Affidavit means the rental relief grant affidavit.

Area median family income (MFI) means and refers to the median family income most recently established by the United States Department of Housing and Urban Development (HUD) for the Charlottesville, Virginia Metropolitan Statistical Area, rounded up to the nearest five thousand dollars (\$5,000.00).

Dwelling means the full-time residence of the person applying for a grant; provided, however, that the fact that a person who is otherwise qualified for a grant under this article is residing in a hospital, nursing home, convalescent home or other facility for physical or mental care for an extended period of time shall not be construed to mean that the location for which rental relief is claimed ceases to be the dwelling of such person during such period of other residence, so long as the rented premises in question are not occupied by, or leased to, others for consideration.

Grant means the financial assistance payment allowable to a qualifying elderly or permanently and totally disabled person pursuant to the requirements of this article.

Grant year means the calendar year for which a grant is sought.

Permanently and totally disabled, as applied to a person seeking a grant under this article, means a person furnishing the certification or medical affidavits required by section 30-99 of this Code, and who is found by the commissioner of revenue to be unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment or deformity which can be expected to result in death or can be expected to last for the duration of the person's life.

Rent means the monetary consideration paid for the right to occupy the dwelling unit.

Tenant means one residing in a dwelling by virtue of a leasehold interest, for which rent is paid.

Sec. 25-57. Purpose of article.

It is hereby declared to be the purpose of this article to provide for the payment of grants to qualified tenants residing in the city who are not less than sixty-five (65) years of age or are permanently and totally disabled and who are otherwise eligible according to the provisions of this article. The city council finds and declares that persons qualifying for such grants are

deemed to bear an extraordinary burden in rent costs, and thereby indirectly an extraordinary real estate tax burden, in relation to their income and financial worth. Such persons are deemed thus to qualify for general relief as provided in Code of Virginia, section 63.1-106, which general relief shall be in the form of the grants provided pursuant to this article.

Sec. 25-58. Qualifications for grant.

Grants pursuant to this article shall be made to persons complying with the following provisions:

- (1) The applicant has paid rent for their dwelling within the city during the grant year and was a resident of the city on December thirty-first of the grant year;
- (2) The applicant, or their spouse if they reside together, is sixty-five (65) years of age or older, or permanently and totally disabled, as of December thirty-first of the grant year;
- (3) The dwelling for which the rental relief grant is sought was occupied as of December thirty-first of the grant year as the sole dwelling place of the applicant;
- (4) The gross combined income during the grant year from all sources of such applicant and all relatives of the applicant living in such dwelling does not exceed an amount equivalent to fifty (50) percent of area median family incomethe sum of fifty thousand dollars (\$50,000.00); provided that the first seven thousand five hundred dollars (\$7,500.00) of any income, (a) received by the applicant, or the applicant's spouse if they reside together, and classified as permanent disability compensation, or (b) received by any applicant who is at least sixty-five (65) years of age, is permanently and totally disabled, and can show that they did receive permanent disability compensation for at least twenty-four (24) consecutive months immediately prior to their sixty-fifth birthday, shall be excluded from such total; and provided, that the first eight thousand five hundred dollars (\$8,500.00) of income of each relative other than spouse of such applicant who is living in such dwelling and does not qualify for rent relief shall be excluded from such total. If the applicant has been a resident of the city for less than the full grant year, the gross combined income for such year and the maximum allowable income shall be prorated for the period of actual residency.
- (5) The net combined financial worth of such applicant and relatives of such applicant living in such dwelling as of December thirty-first of the grant year does not exceed one hundred twenty-five thousand dollars (\$125,000.00). Net combined financial worth shall include all assets, including equitable interests.

Sec. 25-59. Claimant's affidavit.

- (a) Annually, and not later than May first of the year following the grant year, the person claiming a grant shall file with the Ceommissioner of the Revenue of the city, a rental relief grant affidavit. The date for filing such an affidavit by an applicant may be extended by the Ceommissioner of the Revenue to July first of the year following the grant year for a first-time applicant and to July first of each year following the grant year in a hardship case in which the Ceommissioner of the Revenue determines that the applicant was unable to file by May first of the year following the grant year because of illness of the applicant or confinement of the applicant in a nursing home, hospital, or other medical facility or institution; provided, that such rental relief grant affidavit is accompanied by a written statement of one (1) medical doctor licensed to practice medicine in the Ceommonwealth.
- (b) The affidavit shall set forth the names of the related persons occupying the dwelling for which rental relief is claimed, and the total combined net worth and gross combined income, as defined in this article, together with the amount of rent paid for such dwelling

during the grant year. The form of such affidavit shall be determined by the Ceommissioner of the Rrevenue and approved by the Ceity Mmanager and shall contain such other information as may be necessary adequately to determine compliance with section 25-58. The affidavit of any person less than sixty-five (65) years of age who is claiming an exemption under this article shall be accompanied by certification or medical affidavits meeting the requirements of section 30-99 of this Code.

Sec. 25-60. Inquiries by Ceommissioner of the Rrevenue.

The Ceommissioner of the Rrevenue may make such inquiry of applicants, requiring answers under oath and the production of certified tax returns, as may be reasonably necessary to determine eligibility for a grant under this article.

Sec. 25-61. Calculation of amount of grant.

- (a) For qualifying applicants, the amount of the grant shall be the lesser of <u>two</u>one thousand-five hundred dollars (\$2,0001,500.00), or twenty-five (25) percent of the amount determined by subtracting twenty-four (24) percent of gross combined income, as defined by section 25-58(4), from the lesser of:
 - (1) The actual amount of rent paid; or
 - (2) Twenty-four (24) percent of gross combined income, as defined by section 25-58(4), welve thousand dollars (\$12.000.00).
- (b) If the applicant was a resident of the city for less than the full grant year, the actual rent paid or maximum rent allowable shall be prorated for the period of actual residency.

Sec. 25-62. Certification of eligibility for and payment of grant.

The <u>Ceommissioner</u> of <u>the Rrevenue</u>, after audit and investigation of affidavits submitted under this article, shall certify a list of the persons qualifying for grants and the amounts thereof to the <u>Dedirector</u> of <u>Fernance</u> and the <u>Ceity Teressurer</u> who shall pay forthwith to each applicant the amount of the grant for which they are eligible as determined pursuant to this article.

Sec. 25-63. False claims.

Any person falsely claiming a grant under this article shall be guilty of a misdemeanor, and upon conviction thereof, shall be fined not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00) for each offense.

Secs. 25-64—25-85. Reserved.

AN ORDINANCE

AMENDING AND REORDAINING SECTIONS 25-58 AND 25-61 OF ARTICLE III OF CHAPTER 25 (SOCIAL SERVICES) OF THE CHARLOTTESVILLE CITY CODE, 1990, AS AMENDED, RELATING TO RENT RELIEF FOR THE ELDERLY AND DISABLED PERSONS.

BE IT ORDAINED by the Council for the City of Charlottesville, Virginia, that Sections 25-58 and 25-61 of Article III (Rental Relief for the Elderly and Disabled Persons) of Chapter 25 (Social Services), are hereby amended and reordained, as follows:

CHAPTER 25. SOCIAL SERVICES ARTICLE III. RENTAL RELIEF FOR THE ELDERLY AND DISABLED PERSONS

Sec. 25-56. Definitions.

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section, unless another meaning shall clearly appear from the context:

Affidavit means the rental relief grant affidavit.

Dwelling means the full-time residence of the person applying for a grant; provided, however, that the fact that a person who is otherwise qualified for a grant under this article is residing in a hospital, nursing home, convalescent home or other facility for physical or mental care for an extended period of time shall not be construed to mean that the location for which rental relief is claimed ceases to be the dwelling of such person during such period of other residence, so long as the rented premises in question are not occupied by, or leased to, others for consideration.

Grant means the financial assistance payment allowable to a qualifying elderly or permanently and totally disabled person pursuant to the requirements of this article.

Grant year means the calendar year for which a grant is sought.

Permanently and totally disabled, as applied to a person seeking a grant under this article, means a person furnishing the certification or medical affidavits required by section 30-99 of this Code, and who is found by the commissioner of revenue to be unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment or deformity which can be expected to result in death or can be expected to last for the duration of the person's life.

Rent means the monetary consideration paid for the right to occupy the dwelling unit.

Tenant means one residing in a dwelling by virtue of a leasehold interest, for which rent is paid.

Sec. 25-57. Purpose of article.

It is hereby declared to be the purpose of this article to provide for the payment of grants to qualified tenants residing in the city who are not less than sixty-five (65) years of age or are permanently and totally disabled and who are otherwise eligible according to the provisions of this article. The city council finds and declares that persons qualifying for such grants are deemed to bear an extraordinary burden in rent costs, and thereby indirectly an extraordinary real estate tax burden, in relation to their income and financial worth. Such persons are deemed thus to qualify for general relief as provided in Code of Virginia, section 63.2-802, which general relief shall be in the form of the grants provided pursuant to this article.

Sec. 25-58. Qualifications for grant.

Grants pursuant to this article shall be made to persons complying with the following provisions:

- (1) The applicant has paid rent for his/her dwelling within the city during the grant year and was a resident of the city on December thirty-first of the grant year;
- (2) The applicant, or his/her spouse if they reside together, is sixty-five (65) years of age or older, or permanently and totally disabled, as of December thirty-first of the grant year;
- (3) The dwelling for which the rental relief grant is sought was occupied as of December thirty-first of the grant year as the sole dwelling place of the applicant;
- (4) The gross combined income during the grant year from all sources of such applicant and all relatives of the applicant living in such dwelling does not exceed the sum of fifty thousand dollars (\$50,000.00); provided that the first seven thousand five hundred dollars (\$7,500.00) of any income, (a) received by the applicant, or the applicant's spouse if they reside together, and classified as permanent disability compensation, or (b) received by any applicant who is at least sixty-five (65) years of age, is permanently and totally disabled, and can show that he or she did receive permanent disability compensation for at least twenty-four (24) consecutive months immediately prior to his or her sixty-fifth birthday, shall be excluded from such total; and provided, that the first eight thousand five hundred dollars (\$8,500.00) of income of each relative other than spouse of such applicant who is living in such dwelling and does not qualify for rent relief shall be excluded from such total. If the applicant has been a resident of the city for less than the full grant year, the gross combined income for such year and the maximum allowable income shall be prorated for the period of actual residency.
- (5) The net combined financial worth of such applicant and relatives of such applicant living in such dwelling as of December thirty-first of the grant year does not exceed one hundred twenty-five thousand dollars (\$125,000.00). Net combined financial worth shall include all assets, including equitable interests.

Sec. 25-59. Claimant's affidavit.

- (a) Annually, and not later than May first of the year following the grant year, the person claiming a grant shall file with the commissioner of revenue of the city, a rental relief grant affidavit. The date for filing such an affidavit by an applicant may be extended by the commissioner of the revenue to July first of the year following the grant year for a first-time applicant and to July first of each year following the grant year in a hardship case in which the commissioner of the revenue determines that the applicant was unable to file by May first of the year following the grant year because of illness of the applicant or confinement of the applicant in a nursing home, hospital, or other medical facility or institution; provided, that such rental relief grant affidavit is accompanied by a written statement of one (1) medical doctor licensed to practice medicine in the commonwealth.
- (b) The affidavit shall set forth the names of the related persons occupying the dwelling for which rental relief is claimed, and the total combined net worth and gross combined income, as defined in this article, together with the amount of rent paid for such dwelling during the grant year. The form of such affidavit shall be determined by the commissioner of the revenue and approved by the city manager and shall contain such other information as may be necessary adequately to determine compliance with section 25-58. The affidavit of any person less than sixty-five (65) years of age who is claiming an exemption under this article shall be accompanied by certification or medical affidavits meeting the requirements of section 30-99 of this Code.

Sec. 25-60. Inquiries by commissioner of revenue.

The commissioner of revenue may make such inquiry of applicants, requiring answers under oath and the production of certified tax returns, as may be reasonably necessary to determine eligibility for a grant under this article.

Sec. 25-61. Calculation of amount of grant.

- (a) For qualifying applicants, the amount of the grant shall be <u>the lesser of fifteen hundred dollars (\$1,500.00)</u>, or twenty-five (25) percent of the amount determined by subtracting twenty-four (24) percent of gross combined income, as defined by section 25-58(4), from the lesser of:
 - (1) The actual amount of rent paid; or
 - (2) Six Twelve thousand dollars (\$6,000.00). (\$12,000.00).
- (b) If the applicant was a resident of the city for less than the full grant year, the actual rent paid or maximum rent allowable shall be prorated for the period of actual residency.

Sec. 25-62. Certification of eligibility for and payment of grant.

The commissioner of revenue, after audit and investigation of affidavits submitted under this article, shall certify a list of the persons qualifying for grants and the amounts thereof to the director of finance and the city treasurer who shall pay forthwith to each applicant the amount of the grant for which he <u>or she</u> is eligible as determined pursuant to this article.

Sec. 25-63. False claims.

Any person falsely claiming a grant under this article shall be guilty of a misdemeanor, and upon conviction thereof, shall be fined not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00) for each offense.

Secs. 25-64—25-85. Reserved.

Approved by Council October 7, 2019

Kyna Ihomas

Kyna Thomas, CMC Clerk of Council

AN ORDINANCE AMENDING AND REORDAINING ARTICLE III OF CHAPTER 25 AND ARTICLE IV OF CHAPTER 30 OF THE CODE OF THE CITY OF CHARLOTTESVILLE, 1990, AS AMENDED RELATING TO RENTAL RELIEF AND REAL ESTATE TAX RELIEF FOR THE ELDERLY AND DISABLED PERSONS.

WHEREAS, the City Council of the City of Charlottesville finds and determines that it would be in the best interests of the public, and within the authority conferred upon the City by §63.1-106 and §§ 58.1-3210 through 58.1-3218 of the Code of Virginia (1950), as amended, to amend the City Code to increase the eligibility threshholds for the City's rent and tax relief programs for the elderly and disabled;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Charlottesville, that:

1. Chapter 25, Article III, and Chapter 30, Article IV, of the Code of the City of Charlottesville, 1990, as amended, are and shall be amended and reordained as follows:

CHAPTER 25 ARTICLE III. RENTAL RELIEF FOR THE ELDERLY AND DISABLED PERSONS.

Sec. 25-58. Qualifications for grant.

Grants pursuant to this article shall be made to persons complying with the following provisions:

....

(4) The gross combined income during the grant year from all sources of such applicant and all relatives of the applicant living in such dwelling does not exceed the sum of twenty-two twenty-five thousand dollars (\$22,000.00) \$25,000.00)

...

Sec. 25-61. Calculation of amount of grant.

- (a) For qualifying applicants, the amount of the grant shall be twenty-five (25) percent of the amount determined by subtracting twenty-four (24) percent of gross combined income, as defined by section 25-58(4), from the lesser of:
 - (1) The actual amount of rent paid; or
 - (2) Five Six thousand two hundred eighty dollars (\$5,280:00 \$6,000.00).
- (b) If the applicant was a resident of the city for less than the full grant year, the actual rent paid or maximum rent allowable shall be prorated for the period of actual residency.

CHAPTER 30 ARTICLE IV. REAL ESTATE TAX RELIEF FOR THE ELDERLY AND DISABLED PERSONS

Sec. 30-98. Qualifications for exemption or deferral.

Exemption or deferral pursuant to this article shall be granted to persons and for property complying with the following provisions:

....

(5) The gross combined income from all sources of such claimant owner or owners of such dwelling living

Page 1 of 2

therein, and of their relatives living in such dwelling, for the immediately preceding calendar year does not exceed the sum of twenty-two twenty-five thousand dollars (\$22,000.00) in the case of exemption claimants, or twenty-five twenty-seven thousand dollars (\$25,000 \$27,000.00) in the case of deferral claimants; provided that:

- (a) the first seven thousand five hundred dollars (\$7,500.00) of any income; (a) (i) received by any claimant owner and classified as permanent disability compensation; or (b) (ii) received by any claimant who is at least sixty-five (65) years of age, is permanently and totally disabled, and can show that he or she did receive permanent disability compensation for at least twenty-four (24) consecutive months immediately prior to his or her sixty-fifth birthday, shall not be included in such total; and provided, that
- (b) the first four thousand dollars (\$4,000.00) of income of each relative other than spouse of such claimant owner or owners who is living in such dwelling shall not be included in such total; and provided further, that
- (c) if a person who has previously qualified for an exemption or deferral under this article can prove by clear and convincing evidence that after so qualifying the person's physical or mental health has deteriorated to the point that the only alternative to permanently residing in a hospital, nursing home, convalescent home or other facility for physical or mental care is to have a relative move in and provide care for the person, and if a relative does move in for that purpose, then none of that relative's income shall be counted towards the income limit—; and
- (d) the amount of income received by any claimant owner from the Veteran's Administration and classified as disability benefits, up to but not exceeding seven thousand five hundred dollars (\$7,500.00) shall not be included in such total.
- 2. This ordinance shall become effective January 1, 2002.

Approved by Council June 4, 2001

PURSUANT TO THE FOLLOWING CALL:

MR. BARBOUR

MR. FIFE

MR. GILLIAM

MRS. RINEHART

MR. VAN YAHRES

TAKE NOTICE

A SPECIAL MEETING OF THE COUNCIL WILL BE HELD TOMORROW MORNING THE 9TH INST. AT 8:30 A.M. O'CLOCK.

- 1. CONSIDERATION OF APPROPRIATION AS A LOAN TO THE CHARLOTTESVILLE-ALBEMARLE LEGAL AID SOCIETY (\$5000 SECOND READING)
- 2. Consideration of an ordinance relating to retirement to Municipal Court Judges (Second Reading)

BY ORDER OF

J. S. RUSH, JR. (SIGNED)
CLERK

FRANCIS H. FIFE (SIGNED)
PRESIDENT

COUNCIL CHAMBERS - MARCH 9, 1973

THE COUNCIL MET IN SPECIAL SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT.

MR. BARBOUR, MR. FIFE, MR. GILLIAM, MRS. RINEHART AND MR. VAN YAHRES. ABSENT: NONE.

THE RESOLUTION APPROPRIATING \$5,000 AS A GRANT TO THE LEGAL AID SOCIETY WHICH WAS OFFERED AT THE MEETING OF THE COUNCIL ON MARCH 5, 1973 WAS ADOPTED BY THE FOLLOWING RECORDED VOTE. AYES: Mr. BARBOUR, Mr. GILLIAM, Mrs. RINEHART AND Mr. VAN YAHRES AND Mr. Fife. Noes: None

AN ORDINANCE ENTITLED "AN ORDINANCE TO AMEND THE CODE OF THE CITY OF CHARLOTTESVILLE, 1965, BY ADDING IN CHAPTER 9 THEREOF A SECTION NUMBERED 9-4.1 RELATING TO RETIREMENT OF MUNICIPAL COURT JUDGES," WHICH WAS OFFERED AT THE MEETING OF THE COUNCIL ON MARCH 5, 1973 WAS ADOPTED BY THE FOLLOWING RECORDED VOTE. AYES: Mr. BARBOUR, MR. FIFE, MR. GILLIAM MRS. RINEHART AND MR. VAN YAHRES. NOES: NONE.

ON MOTION BY MR. GILLIAM, SECONDED BY MR. BARBOUR THE COUNCIL VOTED TO GO INTO EXECUTIVE SESSION TO DISCUSS PERSONNEL BY THE FOLLOWING RECORDED VOTE. AYES: MR. BARBOUR, MR. FIFE, MR. GILLIAM, MRS. RINEHART AND MR. VAN YAHRES. NOES: NONE.

CLERK CLERK

ON MOTION THE MEETING ADJOURNED.

TAMUS A- TA PRESIDENT

COUNCIL CHAMBERS - MARCH 19, 1973

THE COUNCIL MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT: MR. BARBOUR, MR. FIFE, MR. GILLIAM, MRS. RINEHART AND MR. VAN YAHRES. ABSENT: None.

THE MINUTES OF THE MEETINGS OF MARCH 5, 6, AND 9 WERE APPROVED AS CORRECTED.

ON MOTION BY MR. GILLIAM, SECONDED BY MR. BARBOUR THE MAYOR WAS AUTHORIZED TO

EXECUTE A DEED OF CONVEYANCE TO AN ADDITIONAL STRIP OF LAND 27' x 127' TO THE MARTHA

JEFFERSON HOSPITAL.

MR. ARTHUR THOMAS, ADDRESSED THE COUNCIL AND REQUESTED THE ADOPTION OF A RESOLUTION REQUESTING THE FEDERAL GOVERNMENT TO HONOR ITS COMMITMENTS TO THE CHARLOTTESVILLE Housing Foundation. On Motion by Mr. Barbour, seconded by Mr. Van Yahres the following RESOLUTION WAS UNANIMOUSLY ADOPTED.

ORDINANCE RE:

APPROPRIATION RE:

\$5,000- LEGAL AID

SOCIETY

SPECIAL COUNCIL MEETING

RETIREMENT MUNICIPAL COURT JUDGES

EXECUTIVE SESSION

AUTHORIZATION TO EXECUTE DEED TO MARTHA JEFFERSON HOSPITAL

RESOLUTION RE: CHARLOTTESVILLE Housing Foundation

RECOMMENDATION RE: REZONING JEFF. PARK AVENUE AND MAURY AVE.

RECOMMENDATION RE:
REZONING FOR
J. R. TIMBERLAND ON
STRIBLING AVE.

CONSIDERATION RE:
APPROPRIATION-TRAFFIC
IMPROVEMENTS- BARRACKS
ROAD

CONSIDERATION RE:
MAYOR TO SIGN CONTRACT
WITH INVESTMENT
SERVICES, INC. FOR
MILMONT ST.

WHEREAS PROVIDING HOMEOWNERSHIP OPPORTUNITIES TO LOW AND MODERATE INCOME

FAMILIES IS A PROVEN METHOD OF PEOPLE HELBING THEMSELVES AND THEIR COMMUNITY; AND

WHEREAS THE CHARLOTTESVILLE HOUSING FOUNDATION IS A NON-PROFIT ORGANIZATION

WHICH HAD PROVIDED QUALITY SALE HOUSING TO LOW AND MODERATE INCOME FAMILIES; AND

WHEREAS THE CHARLOTTESVILLE Housing Foundation has spent considerable sum of money in the planning of Rives Townhouses and other homes throughout the community, totalling some seventy (70) homes; and

WHEREAS THIS MONEY HAS BEEN DONATED BY THE CITIZENS OF THIS COMMUNITY; AND WHEREAS THE FEDERAL GOVERNMENT THROUGH THE DEPARTMENT OF HOUSING & URBAN DEVELOPMENT HAS ENCOURAGED AND SUPPORTED THESE EXPENDITURES THROUGH ITS APPROVAL OF RIVES TOWNHOUSES AND THE ISSUANCE OF THE SUBSIDIES PRIOR TO THE MORATORIUM; AND WHEREAS IT APPEARS IMPOSSIBLE TO PROVIDE SALE HOUSING TO LOW AND MODERATE INCOME FAMILIES WITHOUT THE 235 SUBSIDY.

NOW, THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL OF CHARLOTTESVILLE, VIRGINIA HEREBY REQUEST THAT THE FEDERAL GOVERNMENT HONOR ITS COMMITMENTS TO THE CHARLOTTESVILLE HOUSING FOUNDATION BY REINSTATING THESE 40 SUBSIDIES UNDER FHA 235.

A COMMUNICATION WAS PRESENTED FROM THE PLANNING COMMISSION RECOMMENDING THAT PARCELS 89 AND 90 AT JEFFERSON PARK AVENUE AND MAURY AVENUE BE REZONED FROM R-2 TO R-3 AND PARCEL 86 AND PART OF 85 BE REZONED FROM R-3 TO B-1 AND PARCELS 83, 84 AND PART OF 85 REMAIN R-3. ON MOTION BY MR. VAN YAHRES, SECONDED BY MRS. RINEHART THE PLANNING COMMISSIONS* RECOMMENDATION WAS REJECTED BY THE FOLLOWING VOTE. AYES:

MR. FIFE, MR. GILLIAM, MRS. RINEHART AND MR. VAN YAHRES. NOES: MR. BARBOUR

A COMMUNICATION WAS ALSO PRESENTED FROM THE PLANNING COMMISSION RECOMMENDING
THAT THE REQUEST FOR REZONING FROM MR. J. R. TIMBERLAKE ON STRIBLING AVENUE BE
DENIED. ON MOTION BY MR. GILLIAM, SECONDED BY MR. BARBOUR THE FOREGOING RECOMMENDATION
WAS UNANIMOUSLY ADOPTED.

THE CITY MANAGER PRESENTED A PROPOSAL FOR IMPROVEMENTS TO THE TRAFFIC SIGNAL SYSTEM AND ROADWAYS ADJACENT TO THE BARRACKS ROAD SHOPPING CENTER DESIGNED TO IMPROVE THE TRAFFIC FLOW AT THE SHOPPING CENTER. MR. HENDRIX, STATED THAT THE PROPOSED CHANGES WOULD COST APPROXIMATELY \$150,000 AND RECOMMENDED THAT THEY BE MADE. MR. DAVID W. CARR, VICE-PRESIDENT OF INVESTMENT SERVICES, INC. ADDRESSED THE COUNCIL AND OUTLINED THE PROPOSED CHANGES FOR IMPROVEMENT OF TRAFFIC WITHIN THE SHOPPING CENTER. ON MOTION BY MRS. RINEHART, SECONDED BY MR. VAN YAHRES THE FOLLOWING RESOLUTION WAS OFFERED AND CARRIED OVER TO THE NEXT MEETING FOR CONSIDERATION.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHARLOTTESVILLE THAT \$150,000 BE AND THE SAME IS HEREBY APPROPRIATED FROM THE UNAPPROPRIATED BALANCE IN THE GENERAL FUND FOR TRAFFIC IMPROVEMENTS AT THE BARRACKS ROAD SHOPPING CENTERS

A COMMUNICATION WAS PRESENTED FROM INVESTMENT SERVICES, INC. REQUESTING THAT

MILLMONT STREET BE ACCEPTED INTO THE CITY STREET SYSTEM FOR MAINTENANCE. AN AGREEMENT
BY INVESTMENT SERVICES, INC. TO PAY \$20,000 TO BRING MILLMONT STREET UP TO CITY STANDARDS

AND AN AGREEMENT TO INSURE THE CITY AGAINST DAMAGES OR PERSONAL INJURY CAUSED BY REASON

OF COLLABSE OR OTHER FAILURE OF THE BANK ON THE EAST SIDE OF MILLMONT STREET ADJACENT TO

THE SHOPPING CENTER WAS ALSO PRESENTED. THE INSURANCE FURNISHED SHALL BE A MINIMUM OF

\$500,000 PER PERSON OR \$1,000,000 PER ACCIDENT AND ALSO INSURE: THE CITY AGAINST THE COSTS

OF REBUILDING MILLMONT STREET IN THE EVENT OF SUCH FAILURE A MINIMUM OF \$200,000. ON

MONTION BY MRS. RINEHART, SECONDED BY MR. BARBOUR THE MAYOR WAS AUTHORIZED TO EXECUTE THE

FOREGOING CONTRACT.

THE TREASURER'S REPORT OF THE RETIREMENT FUND COMMISSION WAS PRESENTED SHOWING ASSETS OF THE FUND AT \$571,490.59 LESS THE ENCUMBRANCE OF APPROXIMATELY \$44,884.95 AS OF FEBRUARY 15, 1973. THE RETIREMENT FUND COMMISSION RECOMMENDED THAT THE RETIREMENT

REPORT RE: RETIREMENT FUND COMM.

CONSIDERATION RE: RETIREMENT ORDINANCE PLAN BE AMENDED TO ALLOW RETIREMENT WITH FULL BENEFITS AFTER 45 YEARS OF SERVICE. ON MOTTONNBY MR. BARBOUR, SECONDED BY MRS. RINEHART THE FOREGOING REPORT WAS ACCEPTED.

AN ORDINANCE ENTITLED "AN ORDINANCE TO AMEND AND REORDAIN SECTION 2-206 OF THE CODE OF THE CITY OF CHARLOTTESVILLE, \$965, RELATING TO THE SUPPLEMENTAL RETIREMENT PLAN IN ORDER TO PROVIDE FULL RETIREMENT BENEFITS FOR PERSONS HAVING FORTY-FIVE YEARS CONTINUOUS FULL-TIME SERVICE REGARDLESS OF AGE," WAS OFFERED BY MR. VAN YAHRES, SECONDED BY MR. BARBOUR AND CARRIED OVER TO THE NEXT MEETING FOR CONSIDERATION.

REPORT RE: JOINT CITY-COUNTY LANDFILL COMMITTEE

MR. VAN YAHRES REPORTED ON BEHALF OF THE JOINT CITY-COUNTY LANDFILL COMMITTEE AS FOLLOWS: THE COMMITTEE IS EXPLORING MANY SITES AT THE PRESENT AND WILL REPORT TO THE COUNCIL AND THE BOARD OF SUPERVISORS. THEY ARE MEETING EACH WEEK AND HAVE DETERMINED THAT A JOINT LANDFILL SHOULD BE ESTABLISHED FOR THE CITY AND COUNTY AND WILL MAKE RECOMMENDATIONS OF HOW IT IS TO BE OPERATED. THE COMMITTEE RECOMMENDED THAT IN THE FUTURE NO CONSIDERATION BE GIVEN TO THE AIRPORT SITE. ON MOTION BY MR. VAN YAHRES, SECONDED BY MRS. RINEHART THE RECOMMENDATION OF ELIMINATION OF THE AIRPORT SITE FROM CONSIDERATION WAS UNANIMOUSLY ADOPTED.

ON MOTION BY MR. VAN YAHRES, SECONDED BY MR. GILLIAM THE MAYOR WAS AUTHORIZED EXECUTE EXCHANGE AGREEMENT TO EXECUTE AN EXCHANGE AGREEMENT FOR UTILITY EASEMENT ON YORKTOWN DRIVE.

THE GOALS AS PRESENTED FROM THE CITY MANAGER WERE AGAIN DISCUSSED, HOWEVER, ACTION WAS DEFERRED UNTIL THE NEXT MEETING TO GIVE THE PUBLIC AN OPPORTUNITY TO COMMENT.

CONSIDERATION RE: CITY GOALS.

AN ORDINANCE ENTITLED "AN ORDINANCE TO AMEND AND REORDAIN SECTION 18-79.1 OF THE CODE OF THE CITY OF CHARLOTTESVILLE, 1965, RELATING TO PARKING OF INOPERABLE VEHICLES ON STREETS AND THEIR REMOVAL," WAS OFFERED BY MR. VAN YAHRES, SECONDED BY MR. BARBOUR AND CARRIED OVER TO THE NEXT MEETING FOR CONSIDERATION.

CONSIDERATION RE: ORDINANCE - PARKING OF INOPERABLE VEHICLES

> THE CITY MANAGER REPORTED THAT ANOTHER METHOD FOR IMPROVING THE SITE DISTANCE AT THE LOCUST AVENUE BRIDGE HAS BEEN DEVISED. HE STATED THAT THE SIDE WALK ON THE WEST SIDE COULD BE WIDENED AND THE STOP LINE FOR THE RAMP MOVED A FEW FEET TO THE EAST WHICH WOULD ALLOW THE PROPER SITE DISTANCE AND THE ESTIMATED COST WOULD BE APPROXIMATELY \$400. MRS. RINEHART AND MR. GILLIAM REQUESTED THAT THE APPROPRIATION OF \$22,829 FOR IMPROVEMENTS TO THE BRIDGE BE WITHDRAWN.

APPROPRIATION WITH-DRAWN- LOCUST AVE. BRIDGE

> AN ORDINANCE ENTITLED "AN ORDINANCE TO AMEND THE CODE OF THE CITY OF CHARLOTTESVILLE, 1965, BE ADDING IN CHAPTER 25 THEREOF AN ARTICLE I ENTITLED "RENTAL RELIEF FOR THE ELDERLY" CONTAINING SECTIONS NUMBERED 25-15 THROUGH 25-21 SO AS TO PROVIDE FOR A SYSTEM OF GENERAL RELIEF GRANTS TO CERTAIN ELDERLY TENANTS IN LIEU OF REAL PROPERTY TAX RELIEF," WHICH WAS OFFERED AT THE MEETING OF THE COUNCIL ON MARCH 5, 1973 WAS ADOPTED BY THE FOLLOWING RECORDED VOTE. AYES: MR. BARBOUR, MR. FIFE, MR. GILLIAM, MRS. RINEHART AND MR. VAN YAHRES. NOES: NONE.

ORDINANCE RE: RENTAL RELIEF FOR ELDERLY

> THE RESOLUTION APPROPRIATING \$11,578.33 FOR UTILITY LINES TO SERVE HOLIDAY INN WHICH WAS OFFERED AT THE MEETING OF THE COUNCIL ON MARCH 5, 1973 WAS ADOPTED BY THE FOLLOWING RECORDED VOTE. AYES: MR. BARBOUR, MR. FIFE, MR. GILLIAM, MRS. RINEHART AND MR. VAN YAHRES. NOES: NONE.

RESOLUTION RE: HOLIDAY INN - \$11,578.33

> AN ORDINANCE ENTITLED "AN ORDINANCE REPEALING SECTION 19-3 OF THE CODE OF THE CITY OF CHARLOTTESVILLE," WHICH WAS OFFERED AT THE MEETING OF THE COUNCIL ON MARCH 5, 1973 WAS ADOPTED BY THE FOLLOWING RECORDED VOTE. AYES: MR. BARBOUR, MR. FIFE, MR. GILLIAM, MRS. RINEHART AND MR. VAN YAHRES. NOES: NONE.

ORDINANCE RE: REPEALINGOSECTIONSE OFOCHAPTER 18 AND

CHAPTER 19 -ARTICLE 11

ORDINANCE RE:

SECTION 19-3

AN ORDINANCE ENTITLED "AN ORDINANCE REPEALING CERTAIN SECTIONS OF CHAPTER 18 ENTITLED "MOTOR VEHICLES AND TRAFFIC" AND CHAPTER 19 ARTICLE II ENTITLED "DRIVING VEHICLES OR TRAINS WHILE UNDER THE INFLUENCE OF INTOXICANTS OR DRUGS" OF THE CODE OF THE CITY OF CHARLOTTESVILLE," WHICH WAS OFFERED AT THE MEETING OF THE COUNCIL ON MARCH 5, 1973 WAS ADOPTED BY THE FOLLOWING RECORDED VOTE. AYES: MR. BARBOUR, MR. FIFE, MR. GILLIAM, MRS. RINEHART AND MR. VAN YAHRES. NOES: NONE.

AN ORDINANCE ENTITLED "AN ORDINANCE TO AMEND AND REORDAIN SECTION 18-1 AND 19-88 OF THE CODE OF THE CITY OF CHARLOTTESVILLE, 1965, AUTHORIZING THE INCORPORATION OF

ORDINANCE RE: SECTION 18-1 AND 19-88 TITLE 46.1 MOTOR VEHICLES AND ARTICLE 6 (§ 18.1-54 ET. SEQ.) OF CHAPTER 2 OF TITLE 18.1 OF THE CODE OF VIRGINIA INTO THE CITY CODE OF CHARLOTTESVILLE," WHICH WAS OFFERED AT THE MEETING OF THE COUNCIL ON MARCH 5, 1973 WAS ADOPTED BY THE FOLLOWING RECORDED VOTE. AYES: MR. BARBOUR, MR. FIFE, MR. GILLIAM, MRS. RINEHART AND MR. VAN YAHRES. NOES: NONE.

AUTHORIZATION RE: TO EXECUTE CONTRACT MICHIE OFFICE BLDG.

GRANTED RE: MR. GEORGE T. LYONS

COUNTY SEWER CONNECTION

PRESENTED DRAWINGS OF NEW PARKING GARAGE

VOTE TO GO INTO EXECUTIVE SESSION

ON MOTION BY MR. VAN YAHRES, SECONDED BY MRS. RINEHART THE MAYOR WAS AUTHORIZED TO EXECUTE CONTRACT FOR THE PURCHASE OF THE MICHIE OFFICE BUILDING FOR \$330,000.

ON MOTION BY MR. GILLIAM, SECONDED BY MR. VAN YAHRES, MR. GEORGE T. LYONS WAS GRANTED A COUNTY SEWER CONNECTION, BILLING TO BE ON THE BASIS OF TEN THOUSAND GALLONS USAGE PER MONTH.

THE CITY MANAGER PRESENTED DRAWINGS SHOWING INTERIOR AND EXTERIOR PLANS FOR THE PROPOSED PARKING GARAGE AT 5TH AND EAST MAIN STREETS. HE STATED THAT THE ESTIMATED cost is \$2,322,000 and offered alternate suggestions for altering bids to bring the COST TO AROUND \$2,000,000.00. ON MOTION BY MR. VAN YAHRES, SECONDED BY MRS. RINEHART THE CITY MANAGER WAS AUTHORIZED TO INSTRUCT THE ARCHITECT AND ENGINEERS TO PROCEED WITH THE PLANS AS PRESENTED.

ON MOTION BY MR. VAN YAHRES, SECONDED BY MRS. RINEHART THE COUNCIL VOTED TO GO INTO EXECUTIVE SESSION TO DISCUSS CONTRACTS, PERSONNEL AND A MATTER THAT WILL BE THE SUBJECT OF A FUTURE PUBLIC HEARING, BY THE FOLLOWING RECORDED VOTE. AYES: Mr. BARBOUR MR. FIFE, MR. GILLIAM, MRS. RINEHART AND MR. VAN YAHRES. NOES: NONE.

ON MOTION THE MEETING ADJOURNED.

COUNCIL CHAMBER - APRIL 2, 1973

THE COUNCIL MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT: MR. BARBOUR, MR. FIFE, MR. GILLIAM, MRS. RINEHART AND MR. VAN YAHRES. ABSENT: NONE.

THE MINUTES OF THE MEETING OF MARCH 19, 1973 WERE APPROVED AS CORRECTED.

A PUBLIC HEARING WAS HELD ON THE CITY GOALS AS PROPOSED BY THE CITY MANAGER. MRS. FRANCESCA LANGBAUM, FOR THE LEAGUE OF WOMEN VOTERS, ADDRESSED THE COUNCIL AND DISCUSSED SEVERAL POINTS CONTAINED IN THE GOALS AND SPECIFICALLY THE ORDER OF PRIORITIES. MRS. LANGBAUM WAS ADVISED THAT THE ORDER DID NOT NECESSARILY INDICATE PRIORITY. Mr. VAN YAHRES SUGGESTED THAT EDUCATION BE DESIGNATED AS A SEPARATE ITEM UNDER HUMAN DEVELOPMENT. A SUGGESTION WAS ALSO MADE THAT A PREFACE BE INCLUDED ON THE FIRST PAGE. A MOTION BY MR. BARBOUR, SECONDED BY MRS. RINEHART THAT THIS MATTER BE CARRIED OVER TO THE NEXT MEETING FOR CLARIFICATION OF THE SUGGESTIONS, WAS ADOPTED BY THE FOLLOWING VOTE: AYES: MR. BARBOUR, MR. FIFE, MR. GILLIAM AND MRS. RINEHART. NOES: MR. VAN YAHRES.

A REQUEST FOR REZONING THE 800 BLOCK OF PAGE STREET FROM R-3 TO R-2 WAS REFERRED TO THE PLANNING COMMISSION FOR RECOMMENDATION.

A COMMUNICATION WAS PRESENTED FROM THE ALBEMARLE COUNTY BOARD OF SUPERVISORS REQUESTING A SIX MONTHS EXTENSION OF THE WATER CONTRACT WHICH EXPIRES APRIL 8, 1973. A MOTION BY MR. GILLIAM, SECONDED BY MRS. RINEHART THAT THE CONTRACT BE EXTENDED ON A WEEK TO WEEK BASIS WITH AUTOMATIC WEEKLY RENEWAL WAS UNANIMOUSLY ADOPTED.

A COMMUNICATION WAS PRESENTED FROM THE AIRPORT MANAGER REQUESTING THAT THE LEASE OF THE FIXED-BASE-OPERATOR AT THE AIRPORT BE ASSIGNED TO THE CHARLOTTESVILLE-ALBEMARLE AIRPORT BOARD. ON MOTION BY MR. GILLIAM, SECONDED BY MR. BARBOUR, THE MAYOR WAS AUTHORIZED TO EXECUTE THIS AGREEMENT.

A COMMUNICATION WAS PRESENTED FROM THE CHARLOTTESVILLE-ALBEMARLE LEGAL AID SOCIETY STATING THAT ALBEMARLE COUNTY HAD AGREED TO A LOAN OF \$4,000 REPRESENTING 40% OF ITS OPERATING

MATTER RE: CITY GOALS

REZONING REQUEST RE: PAGE STREET

MATTER RE: WATER CONTRACT - COUNTY

MATTER RE: LEASE -FIXED-BASE-OPERATOR THE COUNCIL MET IN SPECIAL SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS
PRESENT: Mr. GILLIAM, Mrs. RINEHART AND Mr. VAN YAHRES. ABSENT: Mr. BARBOUR,
AND Mr. FIFE.

ON MOTION BY MR. GILLIAM, SECONDED BY MRS. RINEHART, MR. VAN YAHRES WAS ELECTED PRESIDENT PRO TEM.

THE CITY MANAGER PRESENTED A CONTRACT BETWEEN THE CITY AND WHITFIELD MORRIS FOR THE CITY'S PARTICIPATION IN THE IVY LANDFILL. A MOTION BY MR. GILLIAM, SECONDED BY MRS. RINEHART THAT THE CONTRACT DATED FEBRUARY 22, 1973 BETWEEN THE CITY AND WHITFIELD MORRIS BE APPROVED AND THAT THE MAYOR OR VICE MAYOR BE AUTHORIZED AND DIRECTED TO EXECUTE SAID CONTRACT AND THAT THE CLERK BE AUTHORIZED AND DIRECTED TO ATTEST THE MAYOR'S SIGNATURE AND AFFIX THE SEAL WAS UNANIMOUSLY ADOPTED.

ON MOTION THE MEETING ADJOURNED.

CLERK CLERK

TANUL A Tyle
PRESIDENT

COUNCIL CHAMBERS - MARCH 5, 1973

THE COUNCIL MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT: MR. BARBOUR, MR. FIFE, MR. GILLIAM, MRS. RINEHART AND MR. VAN YAHRES. ABSENT: NONE.

THE MINUTES OF THE MEETINGS OF FEBRUARY 20, 1973 AND FEBRUARY 22, 1973 WERE APPROVED AS PRESENTED.

SEVERAL PEOPLE ADDRESSED THE COUNCIL IN OPPOSITION TO THE POWER LINE POLES BEING INSTALLED ON THE NEW HIGH SCHOOL SITE. THESE PEOPLE WERE ADVISED THAT DUE TO THE COST INVOLVED AND THE DELAY IN CONSTRUCTION IT WOULD NOT BE FEASIBLE TO MOVE THE TOWERS.

A REQUEST FOR REZONING AT 500 SECOND STREET N.E. WAS REFERRED TO THE PLANNING COMMISSION FOR RECOMMENDATION.

A COMMUNICATION WAS PRESENTED FROM THE BOARD OF PIEDMONT VIRGINIA COMMUNITY COLLEGE REQUESTING CITY RATES FOR UTILITIES TO SERVE THE COLLEGE. ON MOTION BY MRS. RINEHART, SECONDED BY MR. VAN YAHRES THE FOREGOING REQUEST WAS DENIED.

A COMMUNICATION WAS PRESENTED FOR THE CHARLOTTESVILLE-ALBEMARLE ANTIQUE

AUTOMOBILE CLUB REQUESTING PERMISSION TO USE THE SOFTBALL FIELD AT MCINTIRE PARK

ON APRIL 28, 1973. THE CITY MANAGER RECOMMENDED THAT THEY NOT BE ALLOWED TO USE THE

SOFTBALL FIELD, BUT USE ANOTHER LOCATION IN THE PARK. ON MOTION BY MR. VAN YAHRES,

SECONDED BY MRS. RINEHART THIS MATTER WAS REFERRED TO THE CITY MANAGER FOR DISPOSITION.

A COMMUNICATION WAS PRESENTED FROM THE CHARLOTTESVILLE-ALBEMARLE LEGAL AID SOCIETY STATING THAT THE LEGAL AID SOCIETY'S GRANT OF \$30,500 FOR A SIX MONTHS PERIOD HAD BEEN APPROVED, BUT PROCESSING REQUIRES ABOUT SIXTY DAYS. MR. RICHARD BARRICK, PRESIDENT ADDRESSED THE COUNCIL AND REQUESTED A GRANT OF \$10,000 AS A LOAN FOR OFFICE EXPENSES TO BE REPAID IF AND WHEN THE GRANT MONEY IS RECEIVED. MR. BARRICK ALSO MENTIONED THE POSSIBILITY OF NOT RECEIVING THE GRANT SINCE OEO FUNDS HAVE BEEN CURTAILED. A MOTION BY MR. GILLIAM, SECONDED BY MR. BARBOUR THAT THE LEGAL AID SOCIETY BE GIVEN A GRANT OF \$5,000 TO BE REPAID IF AND WHEN FEDERAL FUNDS ARE RECEIVED TO COVER ONE MONTHS EXPENSES WITH THE UNDERSTANDING THAT THE LEGAL AID SOCIETY WILL REQUEST THE COUNTY TO LEND 40% AS ITS SHARE.WAS UNANIMOUSLY ADOPTED. ON MOTION BY MR. GILLIAM, SECONDED BY MR. BARBOUR THE FOLLOWING RESOLUTION WAS OFFERED AND CARRIED OVER TO A SPECIAL MEETING TO BE HELD ON MARCH 9, 1973 AT 8:30 A.M.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHARLOTTESVILLE THAT \$5,000 BE AND THE SAME IS HEREBY APPROPRIATED FOR THE LOAN TO THE CHARLOTTESVILLE-ALBEMARLE LEGAL AID SOCIETY.

CONTRACT: RE: WHITFIELD
MORRIS AND CITY FOR
USE OF IVY LANDFILL

POWER LINES RE: NEW HIGH SCHOOL SITE

REQUEST RE:
REZONING 500 2ND ST.

PIEDMONT VIRGINIA COMM.

COLLEGE RE: CITY RATES

CH!VILLE-ALB. ANTIQUE
AUTOSOCEUBYREE: USE OF
MCINTIREYSOFTBALLON: OF
FUEDD

CH'VILLE-ALB. LEGAL AID SOCIETY RE: FOR EMERGENCY PROVISIONS OF FUNDS

REQUEST RE:
APPROPRIATIONS FOR
FUNDS LEGAL AID SOCIETY

PURCHASE RE: SMALL STRIP OF LAND ON EAST HIGH ST.

ON MOTION BY MRS. RINEHART, SECONDED BY MR. BARBOUR THE MAYOR WAS AUTHORIZED TO EXECUTE A QUIT CLAIM DEED TO A SMALL STRIP OF LAND ON THE NORTH MARGIN OF EAST HIGH STREET.

REQUEST RE: MONTICELLO HOTEL FOR TRANSFORMER VAULT.

A COMMUNICATION WAS PRESENTED FROM THE ARCHITECT FOR THE MONTICELLO HOTEL RENOVATION REQUESTING PERMISSION TO LOCATE & TRANSFORMER VAULT BENEATH THE SIDEWALK ON JEFFERSON STREET. ON MOTION BY MR. BARBOUR, SECONDED BY MRS. RINEHART THE FOREGOING REQUEST WAS APPROVED BY THE FOLLOWING VOTE. AYES: MR. BARBOUR, MR. EIFE, MRS. RINEHART AND MR. VAN YAHRES. NOES: NONE (MR. GILLIAM, ABSTAINED).

ON MOTTON BY MR. BARBOUR, SECONDED BY MR. GILLIAM THE FOLLOWING RESOLUTION WAS OFFERED AND CARRIED OVER TO THE NEXT MEETING FOR CONSIDERATION.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHARLOTTESVILLE THAT \$11,578.37 BE AND THE SAME IS HEREBY APPROPRIATED FROM THE UNAPPROPRIATED BALANCE IN THE WATER FUND FOR THE CITY'S SHARE OF THE COST OF UTILITIES TO SERVE HOLDDAY INN ON FIFTH STREET S.W. AT **1-64**.

CONSIDERATION RE: APPROPRIATION TO

APPROPRIATION OF \$11,578

FOR WATER LINES TO 1-64.

CONSIDERATION RE:

THE CITY MANAGER PRESENTED AN ESTIMATE FOR THE COST OF CHANGING THE LOCATION OF THE RAILING ON THE LOCUST AVENUE BRIDGE AND STATED THAT THIS IMPROVEMENT WOULD PROVIDE ADEQUATE SITE DISTANCE AT THE RAMP ENTRANCE. A MOTION BY MR. BARBOUR, SECONDED BY MR VAN YAHRES THAT THIS MATTER BE TABLED FOR TWO WEEKS FOR MORE INFORMATION ABOUT ALTERNATIVES FROM THE CITY MANAGER WAS DEFEATED BY THE FOLLOWING VOTE. AYES: MR. BARBOUR AND MR. VAN YAHRES. NOES: MR. FIFE, MR. GILLIAM AND MRS. RINEHART.

ON MOTION BY MRS. RINEHART, SECONDED BY MR. GILLIAM THE FOLLOWING RESOLUTION WAS OFFEREDDAND CARRIED OVER TO THE NEXT MEETING.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHARLOTTESVILLE THAT \$22,829.00 BE AND THE SAME IS HEREBY APPROPRIATED FROM THE UNAPPROPRIATED BALANCE IN THE GENERAL FUND FOR IMPROVEMENT TO THE LOCUST AVENUE BRIDGE.

AN ORDINANCE ENTITLED "AN ORDINANCE REPEALING SECTION 19-3 OF THE CODE OF THE CITY OF CHARLOTTESVILLE," WAS OFFERED BY MR. VAN YAHRES, SECONDED BY MRS. RINEHART AND CARRIED OVER TO THE NEXT MEETING FOR CONSIDERATION.

AN ORDINANCE ENTITLED "AN ORDINANCE TO AMEND THE CODE OF THE CITY OF CHARLOTTESVILLE, 1965, BY ADDING A CHAPTER 25 THEREOF AN ARTICLE I ENTITLED "RENTAL RELIEF FOR THE ELDERLY" CONTAINING SECTIONS NUMBERED 25-15 THROUGH 25-21 AS TO PROVIDE FOR A SYSTEM OF GENERAL RELIEF GRANTS TO CERTAIN ELDERLY TENANTS IN LIEU OF REAL PROPERTY TAX RELIEF," WAS OFFERED BY MR. BARBOUR, SECONDED BY MRS. RINEHART AND CARRIED OVER TO THE NEXT MEETING FOR

CONSIDERATION.

AN ORDINANCE ENTITLED "AN ORDINANCE REPEALING CERTAIN SECTIONS OF CHAPTER 18 ENTITLED "MOTOR VEHICLES AND TRAFFIC" AND CHAPTER 19 ARTICLE II ENTITLED "DRIVING VEHICLES OR TRAINS WHILE UNDER THE INFLUENCE OF INTOXICANTS OR DRUGS" OF THE CODE OF THE CITY OF CHARLOTTESVILLE," WAS OFFERED BY MR. BARBOUR, SECONDED BY MRS. RINEHART AND CARRIED OVER TO THE NEXT MEETING FOR CONSIDERATION.

AN ORDINANCE ENTITLED "AN ORDINANCE TO AMEND AND REORDAIN SECTION 18-1 AND 19-88 OF THE CODE OF THE CITY OF CHARLOTTESVILLE, 1965, AUTHORIZING THE INCORPORATION OF TITLE 46.1 MOTOR VEHICLES AND ARTICLE 6 (§ 18.1-54 ET SEQ.) OF CHAPTER 2 OF TITLE 18.1 OF THE CODE OF VIRGINIA INTO THE CITY CODE OF CHARLOTTESVILLE," WAS OFFERED BY MR. BARBOUR, SECONDED BY MRS. RINEHART AND CARRIED OVER TO THE NEXT MEETING FOR CONSIDERATION.

THE CITY MANAGER PRESENTED A SET OF GOALS DRAFTED BY THE CITY STAFF, AND RECOMMENDED THEM FOR COUNCIL CONSIDERATION. A MOTION BY MR. VAN YAHRES, SECONDED BY MRS. RINEHART THAT THIS DOCUMENT BE RECEIVED AND DISCUSSED AT THE NEXT MEETING WAS UNANIMOUSLY ADOPTED.

THE RESOLUTION APPROPRIATING \$3300 FOR STREET LIGHT IMPROVEMENTS, WHICH WAS OFFERED AT THE MEETING OF THE COUNCIL ON FEBRUARY 20, 1973 WAS ADOPTED BY THE FOLLOWING RECORDED VOTE. AYES: MR. BARBOUR, MR. FIFE, MR. GILLIAM, MRS. RINEHART AND MR. VAN YAHRES. NOES: NONE.

REMODEL LOCUST AVE. BRIDGE

CONSIDERATION RE: ORDINANCE-REPEALING SECTION 19-3

CONSIDERATION RE: ORDINANCE - TAX RELIEF TO ELDERLY RENTERS

CONSIDERATION RE: ORDINANCE - STATE MOTOR VEHICLE CODE

CONSIDERATION RE: CITY MANAGER'S GOALS

RESOLUTION RE: \$3,300 - STREET LIGHT **IMPROVEMENTS**

APPROPRIATION RE: \$175,000 - CENTRAL CITY MASTER PALN AND MALL

THE RESOLUTION APPROPRIATING \$175,000.00 FOR CENTRAL CITY MASTER PLAN AND DOWNTOWN MALL WHICH WAS OFFERED AT THE MEETING OF THE COUNCIL ON FEBRUARY 20, 1973 WAS ADOPTED BY THE FOLLOWING RECORDED VOTE. AYES: MR. BARBOUR, MR. FIFE, MR. GILLIAM, MRS. RINEHART AND MR. VAN YAHRES. NOES: NONE.

FUNDS

THE RESOLUTION APPROPRIATING \$15,500.00 FROM REVENUE SHARING FUNDS WHICH WAS \$15,500 - REVENUE SHARING SOFFERED AT THE MEETING OF THE COUNCIL ON FEBRUARY 20, 1973 WAS ADOPTED BY THE FOLLOWING RECORDED VOTE. AYES: MR. BARBOUR, MR. FIFE, MR. GILLIAM, MRS. RINEHART AND MR. VAN YAHRES. NOES: NONE.

CONSIDERATION RE: ORDINANCE - MUNICIPAL COURT JUDGES-RETIREMENT

ORDINANCE RE:

\$2,000,000.00

SALE OF BONDS FOR

AN ORDINANCE ENTITLED "AN ORDINANCE TO AMEND THE CODE OF THE CITY OF CHARLOTTESVILLE, 1965, BY ADDING IN CHAPTER 9 THEREOF A SECTION NUMBERED 9-4.1 RELATING TO RETIREMENT OF MUNICIPAL COURT JUDGES," WAS OFFERED BY MR. GILLIAM, SECONDED BY MR. BARBOUR AND CARRIED OVER TO A SPECIAL MEETING TO BE HELD ON MARCH 5, 1973.

AN ORDINANCE ENTITLED "AN ORDINANCE AMENDING THE ORDINANCE OF THE COUNCIL OF THE CITY OF CHARLOTTESVILLE, VIRGINIA, AUTHORIZING THE ISSUANCE OF TWO MILLION DOLLARS (\$2,000,000.00) GENERAL IMPROVEMENT BONDS OF SAID CITY FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING OFF-STREET PARKING FACILITIES FOR SAID CITY TO PROVIDE FOR THE MATURITY DATES OF SAID BONDS," WAS OFFERED BY MR. BARBOUR, SECONDED BY MRS. RINEHART AND UPON THE RULES BEING SUSPENDED AS TO THE SECOND READING BY UNANIMOUS VOTE WAS ADOPTED BY THE FOLLOWING FOTE. AYES: MR. BARBOUR, MR. FIFE, MR. GILLIAM, MRS. RINEHART AND MR. VAN YAHRES. NOES: NONE.

ON MOTION BY MR. GILLIAM, SECONDED BY MRS. RINEHART THE MEETING WAS ADJOURNED UNTIL 2:00 P.M., MARCH 6, 1973.

COUNCIL CHAMBERS - MARCH 6, 1973

THE ADJOURNED MEETING OF THE COUNCIL CONVENED AT 2:00 P.M. WITH THE FOLLOWING MEMBERS PRESENT. MR. FIFE, MR. GILLIAM, MRS. RINEHART AND MR. VAN YAHRES. ABSENT: MR. BARBOUR.

THE CITY MANAGER REPORTED THAT PURSUANT TO AN ORDINANCE ADOPTED BY THE COUNCIL ON FEBRUARY 20, 1973, HE WAS AUTHORIZED TO SELL AT PAR OR MORE \$2,000,000.00 CITY OF CHARLOTTESVILLE GENERAL IMPROVEMENT BONDS, SERIES OF 1973. HE REPORTED THAT IN ACCORDANCE WITH SAID AUTHORIZATION, HE RECEIVED THE FOLLOWING SEALED BIDS AT 11:30 O'CLOCK A.M. ON MARCH 6, 1973 FOR THE PURCHASE OF \$2,000,000.00 CITY OF CHARLOTTESVILLE GENERAL IMPROVEMENT BONDS, SERIES OF 1973, DATED APRIL 1, 1973:

BOND SALE

BIDDER	INTEREST RATE	AMOUNT
CRAIGIE, MASON-HAGAN, INC. VIRGINIA NATIONAL BANK FIRST & MERCHANTS NATIONAL BANK	FIRST 5 MATURITIES 5% NEXT 1 MATURITIES 4.15% NEXT 1 MATURITIES 4.25% NEXT 1 MATURITIES 4.30%	
HORNER, BARKSDALE & CO. DAVENPORT & CO. OF VIRGINIA INC. NATIONAL BANK & TRUST COM	NEXT 1 MATURITIES 4.35% NEXT 1 MATURITIES 4.40% NEXT 1 MATURITIES 4.50% NEXT 1 MATURITIES 4.60% NEXT 1 MATURITIES 4.65%	\$2,000,035.00
CCOMPANY	NEXT 1 MATURITIES 4.70% NEXT 1 MATURITIES 4.75% NEXT 1 MATURITIES 4.80%	
	NEXT 2 MATURITIES 4.85% NEXT 2 MATURITIES 4.90%	
HARRIS TRUST AND SAVINGS BANK KIDDER, PEABODY & Co., INC. HORNBLOWER & WEEK-HEMPHILL, NOYES, INC.	FIRST 7 MATURITIES 6% NEXT 1 MATURITIES 5.20% NEXT 1 MATURITIES 4.50% NEXT 1 MATURITIES 4.60% NEXT 1 MATURITIES 4.70% NEXT 1 MATURITIES 4.75%	2,000,220.00
BAKER, WATTS & CO. VAN KAMPEN WAUTERLEK & BROWN, INC.	NEXT 2 MATURITIES 4.90% NEXT 2 MATURITIES 5% NEXT 2 MATURITIES 5.10% NEXT 2 MATURITIES 4%	
BANK OF VIRGINIA-CENTRAL	FIRST 3 MATURITIES 5% NEXT 8 MATURITIES 4.5% NEXT 1 MATURITIES 4.6%	
	NEXT 1 MATURITIES 4.65% NEXT 1 MATURITIES 4.7% NEXT 1 MATURITIES 4.75%	2,000,000.00
	NEXT 1 MATURITIES 4.8% NEXT 1 MATURITIES 4.85%	

NEXT 3 MATURITIES 4.875%

INTEREST RATE

AMOUNT

MR. HENDRIX REPORTED THAT AFTER CONSIDERATION OF THE ABOVE BIDS, HE DETERMINED THAT THE FOLLOWING BID BY CRAIGIE, MASON-HAGAN, INC. WAS THE BEST BID RECEIVED, AND RECOMMENDED ACCEPTANCE OF THIS BID:

MARCH 6, 1973

NEXT 1 MATURITIES 4.80%

NEXT 1 MATURITIES 4.90%

NEXT 7 MATURITIES 5%

THE CITY MANAGER CITY OF CHARLOTTESVILLE CITY HALL CHARLOTTESVILLE, VIRGINIA

DEAR SIR:

ACCEPTED BID: CRAIGIE-MASON-HAGAN, INC.

FOR THE \$2,000,000.00 CITY OF CHARLOTTESVILLE, VIRGINIA GENERAL IMPROVEMENT BONDS, SERIES OF 1973, DESCRIBED IN THE ATTACHED NOTICE OF BOND SALE, WHICH IS HEREBY MADE A PART OF THIS BID, WE SUBMIT THE FOLLOWING OFFERS:

FOR THE \$2,000,000.00 CITY OF CHARLOTTESVILLE, VIRGINIA, GENERAL IMPROVEMENT BONDS, SERIES OF 1973, DATED APRIL 1, 1973 AND MATURING ON APRIL 1ST, AND EACH YEAR, AND BEARING INTEREST AS FOLLOWS:

YEAR OF	PRINCIPAL AMOUNT	INTEREST	YEAR OF MATURITY	PRINCIPAL AMOUNT	INTEREST RATE
MATURITY 1974 1975 1976 1977 1978 1979 1980 1981	\$100,000.00 \$100,000.00 \$100,000.00 \$100,000.00 \$100,000.00 \$100,000.00 \$100,000.00	5.00% 5.00% 5.00% 5.00% 5.00% 4.15% 4.25% 4.30% 4.35%	1984 1985 1986 1987 1988 1989 1990 1991 1992	\$100,000.00 \$100,000.00 \$100,000.00 \$100,000.00 \$100,000.00 \$100,000.00 \$100,000.00	4.50% 4.60% 4.65% 4.70% 4.75% 4.80% 4.85% 4.85% 4.85% 4.90%
1982 1983	\$100,000.00 \$100,000.00	4.40%	1993	\$100,000.00	4.90%

WE WILL PAY THE SUM OF TWO MILLION THIRTY FIFE AND 00/100 \$2,000,035.00. PLUS ACCRUED INTEREST FROM THE DATE OF BONDS TO THE DATE OF DELIVERY.

WE ENCLOSE A DULY CERTIFIED OR CASHIER'S OR TREASURER'S CHECK UPON AN INCORPORATED BANK OR TRUST COMPANY PAYABLE TO THE ORDER OF THE CITY TREASURER, CHARLOTTESVILLE, VIRGINIA, IN THE AMOUNT OF TWO PER CENT (2%) OF THE FACE AMOUNT OF THE SAID BONDS (VIZ: \$40,000.00) WHICH CHECK IS TO BE RETURNED TO US IF THIS BID IS NOT ACCEPTED, OTHERWISE TO BE DEPOSITED BY SAID CITY TREASURER AND, WHEN THE BONDS ARE DELIVERED AND PAID FOR UNDER THE TERMS OF THIS BID, TO BE CONSIDERED AS PART PAYMENT THEREFOR, OR TO BE RETAINED AS AND FOR LIQUIDATED DAMAGES IN CASE WE FAIL TO TAKE UP AND PAY FOR THE BONDS.

ALL PROPOSALS SHOULD BE ADDRESSED TO:

THE CITY MANAGER CITY OF CHARLOTTESVILLE, VA. P. O. Box 9110 CHARLOTTESVILLE, VIRGINIA 22902

OR IF DELIVERED IN PERSON TO:

CITY MANAGER'S OFFICE SECOND FLOOR -- CITY HALL CHARLOTTESVILLE, VIRGINIA (SIGNED) CRAIGIE, MASON-HAGAN, INC. VIRGINIA NATIONAL BANK FIRST & MERCHANTS NATIONAL BANK HORNER, BARKSDALE & CO. DAVENPORT & CO. OF VIRGINIA, INC. NATIONAL BANK & TRUST COMPANY BY LAGHORNE GIBSON, JR. EXECUTIVE VICE PRESIDENT

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHARLOTTESVILLE: SECTION 1.

THERE SHALL BE, AND HEREBY IS ACCEPTED THE BID OF

CRAIGIE, MASON, -HAGAN, INC.
VIRGINIA NATIONAL BANK
FIRST & MERCHANTS NATIONAL BANK
HORNER, BARKSDALE & CO.
DAVENPORT & CO. OF VIRGINIA, INC.
NATIONAL BANK & TRUST COMPANY

FOR THE PURCHASE OF THE TWO MILLION DOLLARS (\$2,000,000.00) PRINCIPAL AMOUNT OF BONDS OF THE CITY OF CHARLOTTESVILLE, VIRGINIA, AUTHORIZED BY AN ORDINANCE ENACTED FEBRUARY 20, 1973 ENTITLED "AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE TWO MILLION DOLLARS (\$2,000,000.00) GENERAL IMPROVEMENT BONDS OF THE CITY OF CHARLOTTESVILLE, VIRGINIA, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING OFF-STREET PARKING FACILITIES FOR SAID CITY; FIXING THE FORM AND DETAILS THEREOF; PROVIDING FOR THE SALE THEREOF; AND PROVIDING FOR THE PAYMENT THEREOF; "SAID BONDS BEING DESIGNATED IN SAID ORDINANCE AS "GENERAL IMPROVEMENT BONDS, 1973" (THE "BONDS"), SAID BID BEING A BID OF PAR PLUS A PREMIUM OF THIRTY-FIVE DOLLARS (\$35.00) AND ACCRUED INTEREST FROM THE DATE OF THE BONDS TO THE DATE OF DELIVERY THEREOF, FOR BONDS BEARING INTEREST AT THE RATES SET FORTH IN SECTION 2 THEREOF.

SECTION 2. THE BONDS MATURING IN THE YEARS SET FORTH BELOW SHALL, IN ACCORDANCE WITH THE BID ACCEPTED IN SECTION 1 ABOVE, BEAR INTEREST AT THE RESPECTIVE RATE PER ANNUM SET OPPOISTE THE RESPECTIVE YEAR, AS FOLLOWS:

YEAR OF	INTEREST	YEAR OF	INTEREST
MATURITY		MATURITY	RATE
1974 1975 1976 1977 1978 1979 1980 1981 1982 1983	5.00% 5.00% 5.00% 5.00% 4.15% 4.25% 4.30% 4.35% 4.40%	1984 1985 1986 1987 1988 1989 1990 1991 1992 1993	4.50% 4.60% 4.65% 4.70% 4.75% 4.80% 4.85% 4.85% 4.90%

SECTION 3. No use of the proceeds of the sale of the Bonds shall be made which, if such use had been reasonable expected on the date of issue of the Bonds, would have caused the Bonds to be "arbitrage bonds", as defined in subsection (d) (2) of Section 103 of the U. S. Internal Revenue Code of 1954, subject to treatment under subsection (d) (1) of said Section 103. The City shall comply with the requirements of subsection (d) of Section 103 of said Internal Revnue Code and the applicable regulations of the Internal Revenue Service adopter thereunder, throughout the term of the Bonds. The provisions of this section shall be a convenant with the purchasers of the Bonds.

SECTION 4. THE BONDS SHALL, AS SOON AS PRACTICABLE, BE PREPARED, EXECUTED AND DELEVERED AT THE EXPENSE OF THE CITY OF CHARLOTTESVILLE, VIRGINIA, TO THE AFORESAID PURCHASERS IN ACCORDANE WITH THE PROVISIONS OF THE AFORESAID ORDINANCE AND THIS RESOLUTION AND UPON PAYMENT OF THE BALANCE OF THE PURCHASE PRICE THEREFOR.

SECTION 5. THE CITY CLERK IS HEREBY AUTHORIZED AND DIRECTED TO FILE A CERTIFIED COPY OF THIS RESOLUTION WITH THE CLERK OF THE CORPORATION COURT HAVING JURISDICTION OVER THE CITY OF CHARLOTTESVILLE, VIRGINIA.

SECTION 6. THIS RESOLUTION SHALL TAKE EFFECT UPON ITS PASSAGE.

ON MOTION THE MEETING ADJOURNED.

JERK CLERK

Franks A Tyle
PRESIDENT

RESOLUTION APPROVING DETAILS OF BOND SALE

68 LP33

CITY OF CHARLOTTESVILLE, VIRGINIA CITY COUNCIL AGENDA



Agenda Date: February 20, 2024

Action Required: Adoption of the proposed resolution authorizing the City Manager to execute a

Purchase and Sale Agreement to acquire the property.

Presenter: Samuel Sanders, Jr., City Manager

Staff Contacts: Jacob Stroman, City Attorney

Title: Resolution for City purchase of 405 Avon Street and 405 Levy Avenue

properties

Background

City Council has previously appropriated funds to acquire these properties from the Charlottesville Redevelopment and Housing Authority. The transaction represents a strategic acquisition to obtain control over these parcels for a public purpose as determined by City Council. That public purpose will be determined pursuant to a deliberate process which will provide for input from the public.

City Council will acquire the property on favorable terms. The purchase price of the property is four million dollars (\$4 million), slightly less than the appraised value. CRHA will lease a portion of the property back from the City at a nominal rate. The City will have the ability to terminate the lease on thirty days' notice when it determines the future use of the property and obtains a building permit for construction. The Purchase and Sale Agreement provides that the lease agreement will be negotiated as soon as practicable following the closing of the transaction at the end of the month. The proposed agreement will be brought back to Council for its consideration and approval following a public hearing.

The Purchase and Sale Agreement also provides that the City and CRHA will enter into an agreement pursuant to which CRHA will facilitate the redevelopment of the property.

Discussion

Alignment with City Council's Vision and Strategic Plan

The acquisition is consistent with Council's Strategic Plan because it may use the property in furtherance of a number of its strategic outcomes including partnerships, housing and economic prosperity.

Community Engagement

The potential acquisition has been the subject of substantial public comment. There will be additional opportunities for community engagement as the planning process for determining the ultimate use of the property moves forward.

Budgetary Impact

The budgetary impact is four million dollars plus closing costs.

Recommendation

Adopt the proposed resolution.

Alternatives

If Council elects not to move forward with the acquisition, it may be unable to advance future priorities which require buildable land.

Attachments

- 1. Resolution approving purchase agreement
- 2. Purchase and Sale Agreement (405 Levy and Avon) JPS 2-14-24

RESOLUTION

Approval of Purchase by the City from CRHA of 405 Avon St. and 405 Levy Ave. Properties

WHEREAS, pursuant to Virginia Code §15.2-1800, the City of Charlottesville (the "City") has the power and authority to acquire real estate for any public purpose; and

WHEREAS, the City Council believes it to be in the best interests of the City to acquire certain real property consisting of various parcels located at 405 Avon St. and 405 Levy Ave. (the Levy Ave. parcels consisting of Lots 2 -11) in the City and all such parcels being described in more detail in the Purchase and Sale Agreement described below (the "Real Property") from the Charlottesville Redevlopment and Housing Authority ("CRHA") and to lease the same back to CRHA, all as set forth in such Purchase and Sale Agreement; and

WHEREAS, the City Attorney has prepared a Purchase and Sale Agreement (the "Agreement") between the City and CRHA to set forth in writing the terms and conditions of such acquisition and lease back of the Real Property, a copy of which Agreement has been provided to City Council for review; and

WHEREAS, City Council desires to approve such Agreement and authorize the City Manager and other city officials to execute and carry out the same; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHARLOTTESVILLE that the Council finds it to be in the best interests of the City and the citizens thereof to approve the Agreement and hereby does approve the Agreement with such changes as may be deemed necessary or advisable by the City Manager, such changes and the approval thereof to be conclusively evidenced by his execution of the Agreement in a form approved by the City Attorney; and

BE IT FURTHER RESOLVED, that the City Manager and City Attorney are hereby authorized and directed to take such action as is necessary in their sole discretion to carry out the purposes and intents of this resolution, including without limitation, the execution and delivery of Agreement, the acceptance of a deed to the Real Property, the approval and execution of a settlement statement and payment to CRHA of the purchase price set forth in the Areement, and all documents related thereto; and

BE IT FURTHER RESOLVED, that all actions taken in furtherance of this matter prior to the date of adoption of this Resolution are hereby ratified and confirmed.

Adopted this 20th day of February, 2024.

Approved as to form:	
Jacob P. Stroman	
Jacob P. Stroman	_
City Attorney	

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") made and entered into this __ day of February, 2024, by and between **CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia, or its permitted assignee (the "<u>Seller</u>") and **CITY OF CHARLOTTESVILLE**, **VIRGINIA**, a political subdivision of the Commonwealth of Virginia, or its permitted assignee (the "<u>Buyer</u>").

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) paid by Buyer to Seller and subject to the mutual terms, covenants, conditions and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

- 1. <u>Purchase and Sale of Property</u>. Seller agrees to sell, convey, assign, transfer and deliver to Buyer and Buyer agrees to purchase, acquire, and accept from Seller the following property (collectively, the "<u>Property</u>"):
- a) The real property located at 405 Avon Street and 405 Levy Avenue in Charlottesville, Virginia, consisting of those certain parcels of land described on <u>Exhibit A</u> attached hereto and made a part hereof, together with the improvements thereon and all rights, easements and appurtenances now or hereafter belonging thereto (the "<u>Real Property</u>").
- b) The tangible personal property owned by Seller located on the Real Property and used in connection with the operation of the Property (the "Personal Property").
- c) To the extent assignable, all of Seller's interest in and to Property records, surveys, title notes, repair histories, equipment and other warranties, termite bonds and reports, environmental studies, leasing information, architectural and engineering plans, and other intangible property which relates to the Property, all to the extent in the possession of Seller (the "Records").
- 2. <u>Purchase Price</u>. The purchase price shall be **FOUR MILLION AND NO/100 DOLLARS** (\$4,000,000.00) (the "<u>Purchase Price</u>") to be paid by completed wire transfer of immediately available funds on the Closing Date described below, as adjusted by the terms of this Agreement.
- 3. <u>Closing</u>. The closing (the "<u>Closing</u>") shall be held on a date acceptable to the parties that is on or before February 27, 2024 (the "<u>Closing Date</u>) or as soon thereafter as papers can be prepared and any conditions precedent to Closing are satisfied or waived by Buyer, but in any event no later than February 29, 2024 unless agreed to in writing by the Seller, time being of the essence of this provision.
- 4. <u>Earnest Money Deposit</u>. Within ten (10) business days following execution of this Agreement by both parties, Buyer shall deliver to the Settlement Agent (as hereafter defined) an Earnest Money deposit in the amount of Ten Thousand and no/100 Dollars (\$10,000.00) to be held by the Settlement Agent in escrow and applied to payment of the Purchase Price at Closing. Settlement Agent will hold the Deposit in escrow in an interest-bearing account, in accordance

with the terms of this Agreement, and not co-mingled in such account with any other funds. Except as expressly provided in this Agreement, upon termination of this Agreement, the Deposit will be fully refunded by Settlement Agent to Purchaser, together with interest earned, if any.

- 5. <u>Closing Documents</u>. On the Closing Date, the following documents shall be executed (where required) and delivered by Seller:
- a) A General Warranty Deed with English Covenants of Title in form and substance reasonably satisfactory to Buyer, conveying the Real Property to Buyer in fee simple, subject only to Permitted Exceptions as defined in this Agreement.
- b) An Assignment of Contracts and Leases in form and substance reasonably satisfactory to Buyer, transferring the Contracts (if any) to Buyer.
- c) A Bill of Sale in form and substance reasonably satisfactory to Buyer, transferring the Personal Property (if any) to Buyer.
- d) A closing statement prepared by the Settlement Agent accurately reflecting the transaction between Seller and Buyer and including the Purchase Price, Earnest Money Deposit, commissions pursuant to Section 15 (if any), prorations described in Section 7, payoffs of any monetary obligations of Seller to be satisfied out of closing proceeds and such other matters as the parties agree on, duly executed by Seller.
- e) That certain VRP Certification of Satisfactory Completion of Remediation shall have been signed on behalf of the Seller, a copy of the fully signed Certification delivered to the Buyer, and an original of the Declaration of Restrictive Covenants described therein shall have been signed on behalf of the Seller and delivered to the Settlement Agent for recordation prior to recordation of the Deed to the Buyer.
- f) As soon as practicable following the Closing, the Seller and the Buyer shall negotiate and enter into a lease agreement reasonably acceptable to both parties for a lease from Buyer to Seller of a portion of the Real Property consisting of the building thereon and fifteen parking spaces for a two year term at a rate of Ten and No/100 Dollars (\$0.00), such term to be subject to early termination by the Buyer upon the issuance to the Buyer by the City of (i) a building permit for construction relating to such building or the Real Property with thirty (30) days' notice of termination to the Seller. The provisions of this subparagraph 5(f) shall survive the delivery and recordation of the deed and any other event.
- g) The Seller and Buyer acknowledge that it is the intent of the Seller and the Buyer to enter into an agreement pursuant to which the Buyer will designate the Seller as the developer who will handle the development and/or redevelopment of the Real Property. As soon as practicable following the Closing, the Seller and Buyer shall negotiate and enter into an agreement reasonably acceptable to both parties regarding said redevelopment. The provisions of this subparagraph 5(g) shall survive the delivery and recordation of the deed and any other event.
- h) Buyer shall execute and deliver at Closing counterparts of the closing statement and the Assignment of Contracts and Leases for the purpose of assuming the Seller's obligations thereunder which accrue on and after Closing, and shall deliver the Purchase Price to the settlement agent, adjusted as shown on the closing statement, payable by wire transfer pursuant to wiring

instructions provided by the settlement agent.

The sale described herein shall be closed in escrow by a licensed Settlement Agent approved by the parties, which shall be the title company engaged by the Buyer to provide recordation services and a title insurance policy unless the parties agree otherwise in writing (the "Settlement Agent"). All funds shall be disbursed on the Closing Date immediately following recordation of the deed by the Settlement Agent.

6. Representations and Warranties.

- a) <u>Seller's Representations and Warranties</u>. Seller represents to the best of its knowledge that the following representations are true, accurate and complete as of the date of this Agreement and shall remain true as of the Closing Date:
- i) Each of the persons executing this Agreement on behalf of Seller is duly authorized to do so, Seller has full right and authority to enter into this Agreement and to consummate the transaction described in this Agreement, this Agreement constitutes the valid and legally binding obligation of Seller, and is enforceable against Seller in accordance with its terms, subject to applicable law.
- ii) Seller has not (except as disclosed in the Property Information), and will not, while this Agreement is in effect, enter into any other option or contract of sale or execute any deeds, leases, declarations, preferences, conditions, zoning proffers, covenants, easements, or rights-of-way affecting the Real Property or otherwise convey or encumber, or permit any lien or encumbrance upon the Property or any interest therein without the prior written consent of the Buyer.
- iii) There are no actions, suits, claims or other proceedings (collectively, "<u>Litigation</u>") pending or, to Seller's knowledge, threatened against or relating to the Property, this Agreement, or the contemplated transaction. The word "Claims," when used in this Agreement, shall mean any and all claims, demands, causes of action, judgments, losses, damages, liabilities, costs and expenses, including attorneys' fees whether suit is instituted or not, whether the same are known or unknown, liquidated or contingent.
- iv) Seller has received no notices from any governmental or regulatory authority of any zoning, safety, building, fire, environmental, wetlands, asbestos, health code or any other violations whatsoever with respect to the Property which have not been heretofore corrected.
- v) Seller has not entered into any lease or other agreement for the use or occupancy of the Real Property or any portion thereof that is currently in effect, and to Seller's knowledge the Real Property is vacant.
- b) <u>Buyer's Representations</u>. Buyer represents to the best of its knowledge that the following are true, accurate and complete as of the Effective Date and shall remain as of the Closing Date.

- i) <u>Organization</u>. Buyer is duly organized, validly existing and in good standing under the laws of the state and municipality in which it was organized and is qualified to do business in the jurisdiction in which the Real Property is located.
- ii) <u>Authority</u>. Each of the persons executing this Agreement on behalf of Buyer is duly authorized to do so. Buyer has full right and authority to enter into this Agreement and to consummate the transaction described in this Agreement. This Agreement constitutes the valid and legally binding obligation of Buyer and is enforceable against Buyer in accordance with its terms. Neither the execution nor delivery of this Agreement nor the performance of Buyer's obligations under this Agreement violates, or will violate, applicable laws and regulations governing Buyer or any contract or agreement to which Buyer is a party or by which Buyer is otherwise bound.
- iii) <u>Litigation</u>. There is no litigation pending or, to the best of Buyer's knowledge, contemplated or threatened against Buyer that could affect Buyer's ability to perform its obligations when and as required under the terms of this Agreement.
- 7. <u>Closing Costs</u>. Seller shall pay the fees and expenses of Seller's attorneys and any grantor's tax; Buyer shall pay its own attorney's fees, the costs of the Title Commitment, any Updated Title Commitment, and any title insurance policy thereafter issued, any cost of the survey, the cost of recording the deed (other than the grantor's tax), all of the settlement agent's costs and fees for conducting Closing, and such other costs and expenses actually incurred by Buyer. Buyer shall not be responsible for any federal and/or state income taxes payable by Seller as a result of the sale of the Property

8. Prorations.

- a) All ad valorem taxes, personal property and real estate taxes, payments under the Contracts, and other operating expenses of the Property shall be prorated between Buyer and Seller as of Closing Date.
- b) In calculating pro-rations, Buyer shall receive the benefits and obligations of the Property as of the Closing Date.
- c) Seller shall use its commercially reasonable efforts to terminate utilities as of the Closing Date and Buyer, with the cooperation of Seller, shall make all arrangements to commence service in Buyer's account from and after the Closing Date. Buyer will deliver to Seller any utility deposits made by Seller that are returned or credited to Buyer. The obligations of this Section 10.d shall survive closing.

9. <u>Default and Remedy</u>.

a) If Seller defaults or fails to perform any of the material obligations of Seller under this Agreement, and fails to cure such default or failure within 5 business days after notice thereof from Buyer, then Buyer shall be entitled, as its sole and exclusive remedy, to either (i) terminate this Agreement and receive a refund of the Earnest Money, or (ii) obtain specific performance of the obligations of Seller under this Agreement by filing an action within fifteen (15) days after Seller's default; if such action is not timely filed, Buyer shall be deemed to have elected action (i) above. Notwithstanding the foregoing, the provisions of this Agreement that are expressly stated to

survive any termination shall remain in full force and effect, and Buyer shall have any and all rights or remedies available at law or in equity to enforce such provisions.

- b) If Buyer defaults or fails to perform any of its material obligations under this Agreement, and fails to cure such default or failure within 5 business days after notice thereof from Seller, then Seller's sole and exclusive remedy shall be to give written notice to Buyer terminating this Agreement and to retain, as full liquidated damages, the Earnest Money. Seller's actual damages in the event of Buyer's default are uncertain and difficult to determine and the Earnest Money is a fair approximation of the actual damages the Seller would suffer and is not a penalty. Notwithstanding the foregoing, the provisions of this Agreement that are expressly stated to survive any termination shall remain in full force and effect, and Seller shall have any and all rights or remedies available at law or in equity to enforce such provisions.
- c) In no event shall either Seller or Buyer be liable to the other for any special, exemplary, punitive, indirect, or consequential damages, or loss of profits, arising from or caused by the action, inaction, omission, default, or comparative or sole negligence of Seller or Buyer under this Agreement.
- d) Seller and Buyer shall look solely to the assets of the other as to any of their respective rights under this Agreement, and hereby waive any right to assert claims against the other's members, managers, partners, stockholders, officers, directors, employees, commissioners, agents and/or representatives.
- 10. <u>Entire Agreement; Modification</u>. This Agreement constitutes the entire and complete agreement between the parties hereto regarding the purchase and sale of the Property and supersedes any prior oral or written agreement between the parties regarding the purchase and sale of the Property. It is expressly agreed that there are no verbal understandings or agreements which in anyway change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.
- 11. <u>Binding Effect</u>. Buyer may assign its rights under this Agreement. The purchasing entity shall execute the assignment document agreeing to assume all obligations of Buyer hereunder. All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.
- 12. <u>Governing Law</u>. This Agreement shall be governed by the laws of the Commonwealth of Virginia.

13. Risk of Loss.

a) Material Loss. If, prior to Closing, any portion of the Real Property is damaged or destroyed to a "material" (as hereinafter defined) extent or in the event the Real Property becomes the subject of any notice of condemnation, Seller shall notify Buyer in writing within seven (7) days and Buyer may, at its option, terminate this Agreement by delivery of written notice of such termination to Seller within fourteen (14) days after receipt of such notice and the Earnest Money, together with any interest earned thereon, shall be returned to Buyer. If damage or destruction occurs within fourteen (14) days prior to Closing, the Closing shall be extended to a date fourteen

- (14) days after such occurrence and Buyer may, at its option, terminate this Agreement by delivery of written notice of such termination to Seller during such extension period and the Earnest Money, together with any interest earned thereon, shall be returned to the Buyer. Upon receipt of such notice of termination, each party shall be relieved of further obligations hereunder, other than such obligations as expressly survive termination. If Buyer elects not to so terminate this Agreement, then Buyer shall proceed to Closing (without any reduction of the Purchase Price), and after the Closing Buyer shall have the exclusive right to settle the loss and to receive all proceeds of the insurance covering the Real Property or Personal Property so damaged or destroyed and receive at Closing a credit equal to the amount of the Seller's deductible under its insurance policies therefor, or to receive the condemnation award for the Real Property as applicable. For purposes of this Section 16(a), "material" shall mean damage or destruction of the Real Property for which the aggregate estimated cost of repair, restoration and rehabilitation (including all indirect and incidental costs and expenses) is in excess of \$500,000.
- b) Other Damage or Destruction. If, prior to Closing, any portion of the Real Property is damaged or destroyed to an extent that exceeds the amount of any deductible for Seller's insurance thereon, but such damage or destruction is not "material," Buyer may not terminate this Agreement on account thereof, but upon Closing, Buyer shall have the exclusive right to settle the loss and to receive all of the proceeds from the applicable insurance policies covering the Real Property or Personal Property so damaged or destroyed and receive at Closing a credit equal to the amount of the Seller's deductible under its insurance policies therefor.

In no event shall the obligation to pay for any repairs caused by a casualty occurring prior to Closing be the responsibility of Buyer.

- 14. <u>Seller's Actions Prior to Closing</u>. Between the date of this Agreement and the Closing Date, Seller shall maintain the Property in a reasonable, diligent and prudent manner and shall not commit or permit any default by it under any insurance policy, license, permit, contract or other agreement in any way relating to, or connected with, the Property or the Seller's ownership thereof. Seller shall not enter into any contract, commitment or undertaking related to the Property, except as may be approved by Buyer in writing, and shall not make any change in its normal and customary maintenance practices; provided, however, that nothing herein shall prohibit Seller from (1) pursuing approval of the site plan application that is currently under review for the Real Property, as disclosed in the Property Information.
- 15. <u>Notices</u>. Any notices required or permitted to be given by this Agreement shall be sent via Federal Express or other "next day" courier delivery or sent by hand, as follows:

Seller: John M. Sales, Executive Director

Charlottesville Redevelopment and Housing Authority

PO Box 1405

Charlottesville, VA 22902 Telephone No.: (434)326-4672 Email: salesj@cvilleha.com

with copy to:

Delphine G. Carnes, Esq. Delphine Carnes Law Group, PLC 101 West Main Street, Suite 440 Norfolk, Virginia 23510

Telephone No.: (757) 612-4314

Email: dcarnes@delphinecarneslaw.com

Buyer: Samuel Sanders, Jr.

Charlottesville City Manager

605 East Main Street

Charlottesville, VA 22902

Email: sanderss@charlottesville.gov

with copies to:

Jacob P. Stroman Charlottesville City Attorney 605 East Main Street Charlottesville, VA 22902

Email: stromanj@charlottesville.gov; and

Benjamin W. Emerson Attorney at Law 3428 Grandview Dr. Richmond, VA 23225 BenEmersonEsquire@gmail.com

Notice duly delivered in the manner described above shall be deemed given and received (a) five (5) business days following mailing via certified mail, return receipt requested, or (b) one (1) business day after timely deposit with a generally recognized overnight courier service for next business day delivery, or (c) on the day delivered by hand, provided that the sender obtains confirmation of the delivery and receipt. The parties shall promptly give written notice to each other as provided in this paragraph of any change of address.

16.Brokerage Fees. Buyer and Seller agree that no broker or other agent has been involved in this transaction Seller shall indemnify, defend and hold Buyer, its employees and elected officials harmless from claims by any listing agent and selling agent for any commissions related to this transaction, and from claims, liabilities and costs (including reasonable attorney's fees and expenses) arising out of or related to claims by any other real estate broker, agent, salesman or finder engaged by Buyer other than claims by the Selling Broker against the Seller for the commission stated herein. The indemnities provided in this section shall survive the Closing or any termination of this Agreement.

17. <u>AS-IS Sale</u>. BUYER ACKNOWLEDGES THAT NEITHER SELLER NOR ANYONE ACTING FOR OR ON BEHALF OF SELLER HAS MADE ANY

REPRESENTATION, STATEMENT, WARRANTY OR PROMISE TO BUYER WITH RESPECT TO THE PROPERTY. BUYER IS PURCHASING THE PROPERTY IN AN "AS IS/WHERE IS" CONDITION. BUYER HEREBY WAIVES ANY AND ALL IMPLIED WARRANTIES OF SELLER, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE WHICH MIGHT OTHERWISE BE IMPLIED WITH RESPECT TO ANY OF THE PROPERTY.

18. Miscellaneous Provisions. Possession of the Real Property shall be delivered at Closing. The use of headings in this Agreement is for convenience only and is not intended to limit, expand or otherwise define the parties respective obligations. In the event any provision of this Agreement shall be deemed illegal or unenforceable, the remaining provisions shall nevertheless be carried into effect and the defective provision shall be deemed amended to comply with such rule, law or statute rendering same illegal or unenforceable. Each party shall execute such further documents, papers and instruments and take such further action as is reasonably necessary in order to carry out the purposes and intent of this Agreement. The waiver by any party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach, whether of the same or another provision of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures, and signatures evidenced by a signature page transmitted by email with a PDF attachment, shall be deemed valid signatures to this Agreement. Time is of the essence to all terms, covenants, conditions and time periods pursuant to this Agreement. If the final day of any period or any date of performance or making any election under this Agreement falls on a date not a business day, then the final day of the period or the date of performance or the date for making such election, as applicable, shall be extended to the next day which is a business day. As used herein, "business day" means any day that is not a weekend or a holiday recognized by the City of Charlottesville, the Commonwealth of Virginia, or banks in the Commonwealth of Virginia.

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year of the last party's execution.

	BUYER:
	CITY OF CHARLOTTESVILLE, VIRGINIA, a political subdivision of the Commonwealth of Virginia
	By: Name: Its:
Approved as to form:	
Jacob P. Stroman City Attorney	
	SELLER
	CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY, a political subdivision of the Commonwealth of Virginia
	By: Name: John M. Sales Title: Chief Executive Officer

EXHIBIT A

REAL PROPERTY

See attached (legal Description from title commitment # VAC000621)

405 LEVY AVENUE

Lot 7:

ALL THAT certain lot or parcel of land with the dwelling house thereon, known as 612 Levy Avenue, situated on the south side of Levy Avenue in the City of Charlottesville, Virginia, fronting 30 feet on said Avenue and running back between parallel lines 126 feet to an alley, known and designated as Lot 7, Block 4, as shown on plat of Belmont of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 96 at Page 72.

BEING the same property conveyed to Charlottesville Redevelopment and Housing Authority from Carrie L. Tooley, widow by deed dated August 23, 2017 and recorded August 23, 1971 in the Clerk's Office of Albemarle County, Virginia in Deed Book 329 at page 173.

Lots 5, 6, 8 and 9:

ALL THOSE certain lots or parcels of land, with improvements thereon and appurtenances thereunto appertaining, situated on the south side of Levy Avenue in the City of Charlottesville, Virginia, and being more particularly described as Lots 5, 6, 8 and 9 in Block 4 of the Charlottesville Land Company's Belmont Subdivision, a plat of which is of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in D. B. 96, p. 72, and is the same property conveyed to Charlottesville Lumber company, Incorporated.

By Order to Charlottesville Redevelopment and Housing Authority, dated: 5/2/72 Recorded 5/2/72 in Deed Book 335 Page 251.

Lot 10:

ALL THAT certain lot, tract or parcel of land, lying and situated in the Belmont addition to the City of Charlottesville, Virginia, fronting on the south side of Levy Avenue and extending back between parallel lines to an alley, being the lot designated as Lot 10, Block 4 on the map of Belmont of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in D. B. 96, p. 72.

By Order to Charlottesville Redevelopment and Housing Authority, dated: 6/27/72 Recorded 6/27/72 in Deed Book 337 Page 446.

Lots 2, 3 and 4:

ALL THOSE certain lots or parcels of land situated on the south side of Levy Avenue in Charlottesville, Virginia, at its intersection with Sixth Street, S. E., comprised of three (3) certain lots shown as Numbers 2, 3 and 4, Block 4, on a plat of Belmont recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in D. B. 96, p. 72, and being more particularly described on plat of William S. Roudabush, Jr., dated September 25, 1964, attached to and recorded with deed from Mary E. Settle and Haynes L. Settle to Dennis F. Hensley and Mildred

B. Hensley, dated September 30, 1964, of record in the Clerk's Office of the Corporation Court of the City of Charlottesville, Virginia, in D. B. 258, p. 315.

By Order to Charlottesville Redevelopment and Housing Authority, dated: 7/10/72 Recorded 7/10/72 in Deed Book 337 Page 528.

Lot 11:

ALL THAT certain tract or parcel of land, situated on the south side of Levy Avenue, in the City of Charlottesville, Virginia, and known as 620 Levy Avenue, and being more particularly described as Lot 11, Block 4 on plat of Belmont Subdivision of recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in D. B. 96, p. 72.

BEING the same property conveyed to Charlottesville Redevelopment and Housing Authority from Mary C. Lushbaugh and Ellen V. Nash, Executors of the Estate of E.M. Charlie, Deceased, by deed dated May 26, 1971 and recorded June 2, 1971 in the Clerk's Office of the Circuit Court of Charlottesville, Virginia in Deed Book 326 Page 296.

405 AVON STREET

ALL THOSE certain lots or parcels of land and premises hereinafter particularly described, situate, lying and being in the City of Charlottesville, State of Virginia.

BEGINNING at an iron at the west corner of the intersection of Levy Avenue and Avon Street (formerly Monticello Avenue), thence with the west margin of Avon Street S 16° 24' W 81.50 feet to an iron, a corner with W. H. Quisenberry, thence with Quisenberry N 54° 21' W 57.29 feet to a iron, thence S 34° 17' W 50.00 feet to an iron in the north margin of the twelve foot alley N 55° 43' W 33.50 feet to an iron a corner with Lot No. 11, thence with Lot No. 11 N 34° 17' E 126.00 feet to the south margin of Levy Avenue S 55° 43' E 65.83 feet to the beginning.

BEGINNING at the southeastern corner of Lot 14 at the intersection of a twelve foot alley, thence along Avon Street (formerly Monticello Avenue) N 15° 49' E 50 feet, thence N 54° 21' W 57.29 feet through Lots 14 and 13 to an alley 3 and 1/2 feet wide, thence along said alley S 34° 17' W 50 feet to an alley 12 feet wide, thence along the northerly margin of said alley S 56° 48' E 73.00 feet to Avon Street, the point of beginning.

BEING the same property conveyed to Charlottesville Redevelopment and Housing Authority from CIT Small Business Lending Corporation by deed dated September 14, 2010 and recorded September 24, 2010 in the Clerk's Office of the Circuit Court of Charlottesville, Virginia as Instrument No. 2010003579.

CITY OF CHARLOTTESVILLE, VIRGINIA CITY COUNCIL AGENDA



Agenda Date: February 20, 2024

Action Required: Informational Only

Presenter: N/A

Staff Contacts: Riaan Anthony, Interim Director

Kristel Riddervold, Director

Title: 2023-Integrated Pest Management Report

Background

This report is a summary of the activities of the City of Charlottesville's Integrated Pest Management (IPM) program as adopted by City Council in 2015.

Discussion

Alignment with City Council's Vision and Strategic Plan

Community Engagement

Budgetary Impact

Recommendation

Alternatives

<u>Attachments</u>

1. 2023 Integrated Pest Management Report





Integrated Pest Management Report: 2023

Charlottesville Parks and Recreation Department

IPM Coordinator

Rob Mathes -- Landscape Manager

IPM Program Manager

Randy Dean – Maintenance Specialist III / Gardener

IPM Committee Members

Riaan Anthony -- Deputy Director of Parks (Interim Director of Parks and Rec.)

Kristel Riddervold – Office of Sustainability (Director)

Susan McKinnon / Makshya Tolbert (Tree Commission)

Introduction

Integrated Pest Management (IPM) is a methodology that establishes an effective and environmentally sensitive response to pests (insects, weeds, diseases, other vertebrates that can damage plants) that damage trees, shrubs, and turfgrass. IPM establishes a sustainable approach to managing pests by combining biological, cultural, physical, and if necessary, chemical tools in a way that minimizes health, environmental and economic risks.

An effective IPM program requires analysis, planning, and revision. Looking critically at the level of service and methods used to maintain this level of service are vital to the success of the program. Assessing these methods and practices maintains a level of responsibility and transparency to the public and promotes innovation in the IPM program. The Parks and Recreation Department strives to be proactive rather than reactive in the implementation of IPM methods.

This report is a summary of the activities of the City of Charlottesville's Integrated Pest Management (IPM) program as adopted by City Council in 2015. It is a common misconception to conclude that all pest management activities on a landscape involve chemical control (i.e., spraying pesticides), and our approach uses many different methods, which include:

- Inspections: routine assessment of the health and quality of plants; establishing threshold for pest damage.
- Cultural control: proper pruning, thinning, and mulching cultivated plants.
- **Physical or mechanical control**: hand removal of insects, or the use of machines, traps, barriers, fences or nets to control a targeted pest.
- Biological control: using natural enemies—parasites, predators, and pathogens to control a target pest.
- Chemical control: the use of pesticides to prevent, repel, suppress, or destroy a pest.

Our IPM strategy regularly uses most, if not all, of the methods listed above. In summary, maintaining proper soil fertility, soil moisture (irrigation), mulching, mowing, monitoring, and choosing native vegetation are all strategies that help ensure plant health. The following summary of activities and initiatives from January – December 2023 will help describe some of these strategies.

Summary of Initiatives in 2023

Invasive Plant Control:

As part of a new capital budget item, Parks began work on suppressing and controlling invasive plants, including many different vines, shrubs, and trees. We received a lot of positive feedback from the various projects. We utilized several different methods of control, including mechanical, biological, and chemical. The initial areas of focus were Washington Park, Forest Hills Park, Azalea Park, and City-owned land located west of Jordan Park, totally approximately 11 acres. For example, we contracted the services of a forestry mulcher (mechanical control), a powerful machine used to grind and pulverize vegetative material, including vines, shrubs, and even small trees. This was a new service and contractor for us this year, but it proved to be very effective in removing invasive plants.

Parks also utilized goats (biological control) as a means of helping to control invasive plant species. Two sites (Washington Park, Fry's Spring) were targeted to bring in the goats to help control kudzu, porcelainberry, multiflora rose, and other plants. In total, approximately 2 acres were consumed by goats. After these methods were used, selected herbicide applications (chemical control) were made to help keep the invasives from growing back. The areas were re-planted with approximately 650 small tree seedlings, and the restored areas will be maintained through mowing, trimming, and chemical controls.



Before forestry mulching (near Jordan Park)



After forestry mulching. (same location)

Staff Training and Continuing Education

We had 3 employees from the Parks Division become certified as Registered Technicians through the Virginia Department of Agriculture and Consumer Services (VDACS). This requires 20 hours of on-the-job training, as well as 20 hours of studying the Virginia Core Manual, "Applying Pesticides Correctly." This training includes practical and legal requirements, as well as training on the theory and practice of Integrated Pest Management principles. Parks Division now has 4 Certified Pesticide Applicators, and 6 Registered Technicians. In February, we had 2 employees from the horticulture crew complete continuing education classes (16 staff hours total) to maintain their Certified Applicator credentials. In November, the City's Urban Forester and Landscape Manager attended a day long arboriculture workshop (16 staff hours) to hear updates about new tree diseases, insects, and a pesticide re-certification update from a senior VDACS Pesticide Inspector.

Pesticide Records

In accordance with State laws and the City's IPM policy, pesticide records were kept for each application made by Parks staff. A new system was implemented this year for these records. Parks staff developed a more user-friendly spreadsheet to record and sort the data, which is presented as part of this report. The existing system used an out-of-date database that is not compatible with current operating systems. The new spreadsheet system was implemented about halfway through the summer, and we are still evaluating how well it works.

Downtown Mall Trees

The oak trees downtown are a key part of the landscape and character of the mall and the City. In January 2023, the oaks were pruned to remove dead, diseased, and/or broken branches, and 5 willow oaks were removed. There were also 4 maple trees near Central Place that were removed. Pruning trees is a good way to help keep them healthy by removing dead and dying branches, which can attract insects or serve as entry points for disease. There were several willow oaks downtown that were treated by an outside contractor in the late summer for a damaging insect called ambrosia beetles. The City's Urban Forester also had these trees inspected by other expert arborists, including an entomologist and plant pathologist from the F.A. Bartlett Tree Expert Company, and locally from Van Yahres Tree Company. The decline and death of the maple trees illustrates the concept of "right tree, right place" because those trees are not suited to grow in that environment (high heat, reduced soil volume).

Emerald Ash Borer: Biocontrol, Pruning, Removals, and Systemic Treatments

We have removed many ash trees due to EAB, and we are currently treating approximately 35 ash trees with a systemic (trunk injected) insecticide to help save them. These treatments are done every two years (by contracted service), and the trees have been identified as good candidates to continue to treat and save because of their location, size, and/or importance.

This year, we were updated on the research done at Ragged Mountain Reservoir to investigate the use of beneficial wasps to help control the emerald ash borer. This is a pest management approach known as biocontrol. In 2021 and 2022, researchers from the USDA Animal and Plant Health Inspection Service released beneficial wasps, capable of parasitizing the eggs of emerald ash borers. In October of 2023, they returned to gather samples from trees to evaluate the efficacy. The bark was removed by a USDA researcher, who will then analyze the sample looking for signs the EAB eggs have been parasitized by the beneficial wasp (results to be determined, and we will be informed of the results). Although a lot of damage has been done to the native ash tree population, this research may yield important scientific advances which may save other ash trees. The City will continue to cooperate with other agencies to work on projects like this.



Goats consuming kudzu near Fry's Spring.

Nutrient Management Plan

The City updated its Nutrient Management Plan in December of 2023. Urban nutrient management plans are required for golf courses, state-owned lands, and publicly owned lands that are fertilized within a Municipal Separate Storm Sewer System (MS4) permit area. Information and soil samples are gathered from each site under our management, and the data is compiled into a comprehensive plan to include detailed fertilizer recommendations. It is written by a Certified Nutrient Manager contracted by the City. We hired a soil consultant to do this sampling in November 2023, and the plan was completed in December. The new nutrient management plan is valid for three years. This plan helps guide fertilizer applicators to apply the correct amount, and type, of fertilizer for each site. This helps our turfgrass remain resilient and healthy, as well as help reduce the negative effects on downstream water quality, which can result from improper fertilization.



USDA staff sampling ash at Ragged Mountain



Entomologist from Bartlett Tree Experts

Objectives and Plans for 2024:

- Be on the lookout for Spotted Lantern Fly (SLF): Spotted Lantern Fly is a serious pest for the grape and fruit industries, and a nuisance for urban trees. The urban forestry and horticulture teams will stay informed and aware of developments and how it may affect City landscapes.
- Beech Leaf Disease: this is a relatively newly discovered disease, which is found mostly in the northeast U.S. It is a complex of a disease and nematode (microscopic worm) that begins by infecting beech leaves, which slowly progresses into leaf mortality. It is still not widely known what the potential effects of this disease are.
- Maintain a well-educated, trained, and informed staff (e.g. professional development, continuing education).
- Invasive plants will continue to be an issue, but we will have an on-call contractor for large projects.
- Educating the public and encouraging diversity of plants.
- Watering, mulching, and practicing "right plant, right place." The best defense against pests is keeping our plants healthy.
- Continue with partnerships and collaboration with other agencies and outside organizations.

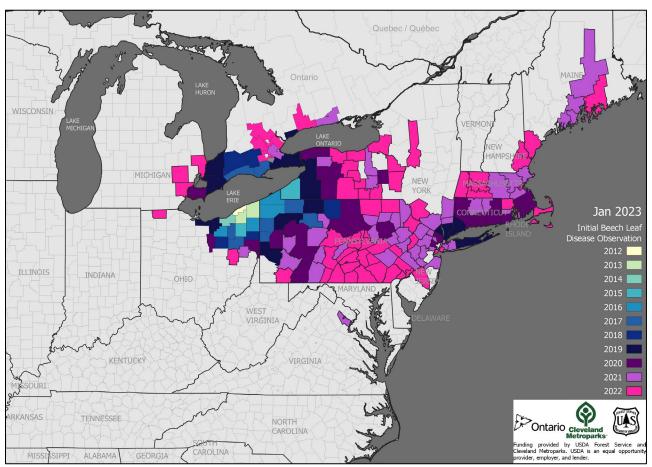
There will be challenges and new pests that may arise this year, and we hope to continue to face these challenges in several different ways. There are several new pests that have been identified in our area that could pose threats to our trees: spotted lanternfly (confirmed in our area), and beech leaf disease (which has been confirmed in northern Virginia). The City's best resource for identifying and dealing with pest problems is the well-trained staff of workers in the horticulture, turf maintenance, and urban forestry units. We will continue to offer and encourage our staff to stay informed through continuing education (seminars, online courses, etc). We will continue to work with partner organizations (e.g., USDA, Cooperative Extension, VDACS, and the City's contracted tree service provider, Big-O Tree Company, to identify and advance our IPM objectives through education, cooperative efforts, and scouting.





Spotted Lantern Fly (photo National Park Service)

Beech Leaf Disease (photo Michigan Dept. of Natural Resources)



Beech Leaf Disease distribution: January 2023

	Time			Genera	Detailed	PEST	ICIDE RECORDS 202	3			Applicati				TOTA		volu		Area		
	(total staff	Applicator Name	Licens e #	l Locatio n Type	Location (for"multiple locations," put details in notes)	Product Trade Name	Active Ingredient		Signal Word	Produc t Type	on equipme nt	Mix Rate	Unit 1	per	amo unt of mix		me of conce ntrat e	Unit	(sq ft.) treat ed	Type and # of plants treated	Treatment Notes
03/07/23	2.0	William Atwell	101629G	ROW	250 Bypass	Pathfinder	Triclopyr 13.6%	62719-176	Warning	herbicide	Handheld sprayer	0.00	oz.	gallon	16	OZ.	16	oz.	16	Stumps	RTU
03/07/23	1.5	Randy Dean	106161G	Multiple Locations		Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	6	gal.	12	Oz.	6000	= -	landscape/beds locations:Azalea, 5th Street, Harris, Bailey
03/08/23	2.0	William Atwell	101629G	ROW	250 Bypass	Pathfinder	Triclopyr 13.6%	62719-176	Warning	herbicide	Handheld sprayer	0.00	oz.	gallon	12	OZ.	12	OZ.	12	Stumps	RTU
03/08/23	1.0	Randy Dean	106161G	ROW	5th Street	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	oz.	gallon	3	gal.	6	OZ.	3000	perennial and annual weeds	beds 5th, Ridge, Willoughby
03/13/23	0.8	William Atwell	101629G	Park	Azalea	Pathfinder	Triclopyr 13.6%	62719-176	Warning	herbicide	Handheld sprayer	0.00	OZ.	gallon	8	OZ.	8	OZ.	8	Stumps	RTU
03/14/23	2.0	Randy Dean	106161G	Multiple Locations		Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	4	gal.	8	OZ.	4000		10th + Grady, 10th + Preston, Oakhurst Triangle beds
03/15/23	1.0	Randy Dean	106161G	Multiple Locations		Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	oz.	gallon	2	gal.	4	OZ.	2000	perennial and annual weeds	sidewalks, curbs Greenleaf, McIntire Park
03/16/23	2.0	William Atwell	101629G	ROW	250 Bypass	Pathfinder	Triclopyr 13.6%	62719-176	Warning	herbicide	Handheld sprayer	0.00	OZ.	gallon	8	OZ.	8	OZ.	8	Stumps	RTU
03/16/23	1.0	Ronnie Duty	97506G	Park	Washington	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	oz.	gallon	2	gal.	4	OZ.		perennial and annual weeds	sidewalks, curbs
03/16/23	3.5	William Atwell	101629G	ROW	250 Bypass	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Handheld sprayer	1.00	OZ.	ounce	6	OZ.	6	OZ.	6	stumps	Handheld, 6oz (1:1 ratio)
03/20/23	4.0	William Atwell	101629G	ROW	250 Bypass	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Handheld sprayer	1.00	OZ.	ounce	16	OZ.	16	OZ.	16	stumps	Handheld, 16oz (1:1 ratio)
03/20/23	1.0	Kathleen Guevara	163519T	Park	McGuffey	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	1	gal.	2	OZ.		perennial and annual weeds	beds/landscape
03/21/23	2.0	Kathleen Guevara	163519T	Park	McGuffey	Snapshot	isoxaben; Trifluarlin	62719-175	Caution	herbicide	Granular	4.60	lbs.	1000 sq ft.			368	OZ.		perennial and annual weeds	landscape/beds
03/22/23	2.0	Randy Dean	106161G	Park	McGuffey	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	3	gal.	6	OZ.		perennial and annual weeds	beds/ landscape
03/23/23	2.0	Randy Dean	106161G	Park	McGuffey	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	3	gal.	6	OZ.		perennial and annual weeds	beds/landscape
03/23/23	1.5	Randy Dean	106161G	Park	McGuffey	Reward	Diquat Dibromide 37.3%	101-1091	Caution	herbicide	Backpack	2.25	OZ.	gallon	3	gal.	6.75	OZ.		perennial and annual weeds	beds/landscape

0.3	Kathleen Guevara	163519T	Multiple Locations		Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	1	gal.	2	07	500	perennial and annual weeds	bump outs on Belmont + CDBG beds across from 822 Hinton Ave.
0.5	Kathleen Guevara	163519T	ROW	Other (see notes)	Snapshot	isoxaben; Trifluarlin	62719-175	Caution	herbicide	Granular	4.60	lbs.	1000 sq ft.			4.6		1000	perennial and annual weeds	Landscape, Belmont Medians **" "**
0.5	Randy Dean	106161G	ROW	Other (see notes)	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	Oz.	gallon	2.5	gal.	5		500	perennial and annual weeds	CDBG beds across from 822 Hinton Ave.
5.2	William Atwell	101629G	ROW	250 Bypass	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Handheld sprayer	1.00	OZ.	ounce	26	OZ.	26	OZ.	26	Stumps	Handheld, 26oz, (1:1 ratio) 250 Bypass near McIntire Rd.
1.0	Kathleen Guevara	163519T	Park	Pen	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	2	gal.	4	oz.	1000	perennial and annual weeds	gravel surrounding greenhouse- pen park
0.5	Kathleen Guevara	163519T	ROW	Other (see notes)	Snapshot	isoxaben; Trifluarlin	62719-175	Caution	herbicide	Granular	4.60	lbs.	1000 sq ft.			2.3	lbs.	500	perennial and annual weeds	landscape/beds Craw Garden **" "**
0.5	Kathleen Guevara	163519T	Multiple Locations		Snapshot	isoxaben; Trifluarlin	62719-175	Caution	herbicide	Granular	4.60	lbs.	1000 sq ft.			2.3	lbs.	500	perennial and annual weeds	Various beds/ landscape in downton Charlottesville. **" "**
1.0	Kathleen Guevara	163519T	ROW	Mcintire Road/Ridge Street	Snapshot	isoxaben; Trifluarlin	62719-175	Caution	herbicide	Granular	4.60	lbs.	1000 sq ft.			2.3	lbs.	500	perennial and annual weeds	beds/landscape Schenk's Greenway **working on weight to determine application rate**
0.5	William Atwell	101629G	ROW	Other (see notes)	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	3	gal.	6	oz.	3000	l'	Emmett St guardrails/sidewalks
1.5	Randy Dean	106161G	Buildlings	Jefferson Center	Lontrel Turf and Ornamental Herbicide	Clopyralid	62719-305	Caution	herbicide	Backpack	1.00	OZ.	gallon	2	gal.	2	Oz.	500	perennial and annual weeds	crown vetch
2.0	Randy Dean	106161G	Buildlings	Jefferson Center	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	3	gal.	18	oz.	1000	perennial and annual weeds	beds
1.0	Randy Dean	106161G	Buildlings	Jefferson Center	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	1	gal.	2	oz.	1000	perennial and annual weeds	sidewalks, curbs
2.5	Randy Dean	106161G	Buildlings	Jefferson Center	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	3.5	gal.	7	oz.	3000	perennial and annual weeds	sidewalks, curbs
1.5	Randy Dean	106161G	Buildlings	Jefferson Center	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Handheld sprayer	1.00	OZ.	ounce	1	OZ.	4.5	OZ.	4.5	perennial and annual weeds	stumps, vines (1:1 Ratio)
3.0	Ronnie Duty	97506G	Multiple Locations		Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	5	gal.	30	OZ.	1500	perennial and annual weeds	landscape/ Park beds: Forest Hills, Azalea,Tonsler
2.0	Randy Dean	106161G	Park	Washington	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	4.5	gal.	9	OZ.	4000	l'	sidewalks, curbs, parking lot
2.0	Kathleen Guevara	163519T	Park	Washington	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	3	gal.	18	OZ.	1500	perennial and annual weeds	all park beds/ landscape
3.0	Kathleen Guevara	163519T	Park	McIntire Park East	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	6	gal.	12	oz.	6000	•	hardscapes, parking lot, curbs etc.
	0.5 0.5 1.0 0.5 1.0 1.5 2.0 1.5 3.0 2.0	 Kathleen Guevara Randy Dean William Atwell Kathleen Guevara Kathleen Guevara Kathleen Guevara Kathleen Guevara Randy Dean Kathleen Guevara Randy Dean <	0.5 Kathleen Guevara 163519T 0.5 Randy Dean 106161G 5.2 William Atwell 101629G 1.0 Kathleen Guevara 163519T 0.5 Kathleen Guevara 163519T 1.0 Kathleen Guevara 163519T 0.5 William Atwell 101629G 1.5 Randy Dean 106161G 2.0 Randy Dean 106161G 2.5 Randy Dean 106161G 3.0 Ronnie Duty 97506G 2.0 Randy Dean 106161G 3.0 Ronnie Duty 97506G 2.0 Kathleen Guevara 163519T 4 Kathleen Guevara 163519T	0.3Kathleen Guevara1635191Locations0.5Kathleen Guevara163519TROW0.5Randy Dean106161GROW5.2William Atwell101629GROW1.0Kathleen Guevara163519TPark0.5Kathleen Guevara163519TMultiple Locations1.0Kathleen Guevara163519TROW0.5William Atwell101629GROW1.5Randy Dean106161GBuildlings2.0Randy Dean106161GBuildlings2.5Randy Dean106161GBuildlings1.5Randy Dean106161GBuildlings3.0Ronnie Duty97506GMultiple Locations2.0Randy Dean106161GPark2.0Kathleen Guevara106161GPark2.0Kathleen Guevara163519TPark	0.3Kathleen Guevara1635191Locations0.5Kathleen Guevara163519TROWOther (see notes)0.5Randy Dean106161GROWOther (see notes)5.2William Atwell101629GROW250 Bypass1.0Kathleen Guevara163519TParkPen0.5Kathleen Guevara163519TROWOther (see notes)1.0Kathleen Guevara163519TROWMcintire Road/Ridge Street0.5William Atwell101629GROWOther (see notes)1.5Randy Dean106161GBuildlingsJefferson Center2.0Randy Dean106161GBuildlingsJefferson Center1.0Randy Dean106161GBuildlingsJefferson Center2.5Randy Dean106161GBuildlingsJefferson Center1.5Randy Dean106161GBuildlingsJefferson Center3.0Ronnie Duty97506GMultiple Locations2.0Randy Dean106161GParkWashington2.0Kathleen Guevara163519TParkWashington	1.0 Kathleen Guevara 1635191 Locations Eco-mazapyr 2 St. 25. William Atwell 1016296 ROW 250 Bypass Eco-mazapyr 2 St. 25. William Atwell 103519T ROW Other (see notes) Eco-mazapyr 2 St. 25. William Atwell 103519T Park Pen Eco-mazapyr 2 St. 26. Kathleen Guevara 163519T ROW Other (see notes) Snapshot Snapshot Snapshot Snapshot Snapshot Other (see notes) Snapshot Snapshot Snapshot Snapshot Snapshot Snapshot Snapshot Snapshot Snapshot Street Snapshot Snap	Locations Locati	0.3 Kathleen Guevara 1635191 Locations Economazapyr 23. Sepropylamine salt of Imazapyr 27.8% 81327.22 0.5 Kathleen Guevara 1635191 ROW Other (see notes) Eco-mazapyr 25. bopropylamine salt of Imazapyr 27.8% 81327.22 5.2 William Atwell 1016290 ROW 250 Bypass Eco-mazapyr 25. bopropylamine salt of Imazapyr 27.8% 81327.22 1.0 Kathleen Guevara 1635191 Park Pen Eco-mazapyr 25. bopropylamine salt of Imazapyr 27.8% 81327.22 0.5 Kathleen Guevara 1635191 ROW Other (see notes) Snapshot Isosaben, Trifluarlin 62719-175 0.5 Kathleen Guevara 1635191 ROW Minitre Road/Ridge Snapshot Isosaben, Trifluarlin 62719-175 0.5 William Atwell 1016296 ROW Other (see notes) Eco-mazapyr 23. Isopropylamine salt of Imazapyr 27.8% 81927-22 1.5 Randy Dean 1061610 Buildings Jefferson Center Sectracide Weed & Grass Diquat Dibromide 2.3% 81327-22	10.5 Kathleen Guevara 10.5191 ROW Other (see notes) Snapshot Isosaben, Trifluarlin 62719-175 Caution Samphop Milliam Arwell 10.6296 ROW 250 Bypass Eco-mazapyr 2.51. Isopropylamine salt of Imazapyr 27.85 81927-22 Caution Lathleen Guevara 10.5191 Park Pen Eco-mazapyr 2.51. Isopropylamine salt of Imazapyr 27.85 81927-22 Caution Lathleen Guevara 10.5191 ROW Other (see notes) Snapshot Isosaben, Trifluarlin 62719-175 Caution Lathleen Guevara 10.5191 ROW Other (see notes) Snapshot Isosaben; Trifluarlin 62719-175 Caution Locations Lathleen Guevara 10.5191 ROW Other (see notes) Snapshot Isosaben; Trifluarlin 62719-175 Caution Locations Row Milliam Arwell 10.6259 ROW Other (see notes) Snapshot Isosaben; Trifluarlin 62719-175 Caution Locations Row Milliam Arwell 10.6259 ROW Other (see notes) Eco-mazapyr 2.51. Isopropylamine salt of Imazapyr 27.85 81927-22 Caution Row William Arwell 10.6259 ROW Other (see notes) Eco-mazapyr 2.51. Isopropylamine salt of Imazapyr 27.85 81927-22 Caution Row William Arwell 10.6259 ROW Other (see notes) Eco-mazapyr 2.51. Isopropylamine salt of Imazapyr 27.85 81927-22 Caution Row William Arwell 10.6266 Row William Arwell 10.6266 Buildings Jefferson Center Sectratide Wierd & Grass Diquat Dibromide 2.35 81927-22 Caution Row		September General September September General September Se	Native Course 185527 Course Commander 25 Course Commander 25 Course Cours	Notifices Curried 120325 Coccition Communication Communication Intercept 27 85 Statistical Personance Communication Comm		Control Cont	State Stat	Note Performance Perform	Section Control Section Sectio	Note Part Part	Marche M

05/30/23	4.0	Ronnie Duty	97506G	Multiple Locations		Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	oz.	gallon	8	gal.	16 oz.	8000	perennial and annual weeds	hardscapes, parking lot, curbs etc. Parks: Mcintire, Market Street Park
05/31/23	0.5	Kathleen Guevara	163519T	Park	Court Square	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	2.5	gal.	5 oz.	2500	perennial and annual weeds	brick patio
06/07/23	2.0	Ronnie Duty	97506G	ROW	Other (see notes)	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	6	gal.	12 oz.	6000	perennial and annual weeds	curbs and sidewalks along 250/long street, East and West bound
06/08/23	4.0	Kathleen Guevara	163519T	ROW	Preston Ave	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	2.5	gal.	15 oz.	2500	perennial and annual weeds	roadside growth along both sides of Preston Ave.
06/09/23	4.0	Kathleen Guevara	163519T	Multiple Locations		Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	oz.	gallon	7	gal.	14 oz.	7000	perennial and annual weeds	Pathways and parking lots at Parks: Rives, Quarry, Pen
06/14/23	2.0	Randy Dean	106161G	Multiple Locations		Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	oz.	gallon	2	gal.	12 oz.	1000	perennial and annual weeds	Park beds: Jordan,Fifeville
06/15/23	8.0	Kathleen Guevara	163519T	School	СНЅ	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	oz.	gallon	12	gal.	24 oz.		perennial and annual weeds	hardscapes, parking lot, curbs etc.
06/15/23	4.0	Randy Dean	106161G	School	Multiple Schools	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	oz.	gallon	5	gal.	30 oz.	1500	perennial and annual weeds	beds at schools: Johnson + Burnley Moran
06/26/23	2.0	Kathleen Guevara	163519T	School	Walker	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	3	gal.	18 oz.	1000	perennial and annual weeds	Admin + School Beds
06/26/23	8.0	Ronnie Duty	97506G	School	Multiple Schools	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	oz.	gallon	4	gal.	8 oz.	4000	perennial and annual weeds	sidewalks, curbs Schools: Clark, Venable and Lugo McGuiness
06/26/23	8.0	Randy Dean	106161G	School	Multiple Schools	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	7	gal.	42 oz.	2100	perennial and annual weeds	School beds : Clark, Venable, Lugo Mcguiness
06/27/23	7.5	Randy Dean	106161G	School	Walker	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	7	gal.	14 oz.		perennial and annual weeds	sidewalks, curbs, parking lot
06/28/23	4.0	Randy Dean	106161G	School	Buford	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	5	gal.	10 oz.	5000	perennial and annual weeds	sidewalks, curbs, parking lot
06/28/23	3.0	Kathleen Guevara	163519T	School	Johnson	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	oz.	gallon	7	gal.	42 oz.	2100	perennial and annual weeds	beds and track
06/29/23	4.0	Randy Dean	106161G	School	Multiple Schools	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	6	gal.	12 oz.	6000		sidewalks, curbs Schools: Greenbrier + Jackson Via
06/29/23	3.0	Kathleen Guevara	163519T	School	Multiple Schools	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	9	gal.	54 oz.	2700	perennial and annual weeds	School beds : Greenbriar + Jackson Via
06/30/23	8.0	Randy Dean	106161G	Multiple Locations		Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	1	gal.	2 oz.	1000	perennial and annual weeds	sidewalks, curbs, parking lot Locations: Jackson Via, Craw Garden, Schenks Greenway
06/30/23	8.0	Randy Dean	106161G	Multiple Locations		Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	6	gal.	36 oz.			sidewalks, curbs , parking lot locations: Jackson Via, Craw Garden, Schenks Greenway

07/06/23	8.0	Kathleen Guevara	163519T	School	СНЅ	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	15	gal.	30 oz.	15000	perennial and annual weeds	sidewalks, curbs, parking lot
07/06/23	8.0	Randy Dean	106161G	School	CHS	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	5	gal.	30 oz.	1500	perennial and annual weeds	landscape, chain link fence
07/10/23	2.0	Randy Dean	106161G	Park	McIntire Park East	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	2.00	oz.	gallon	1	gal.	6 oz.	300	perennial and annual weeds	**Vietnam Memorial (needs to be added to parks)**: Beds, tree rings
07/12/23	3.0	Randy Dean	106161G	ROW	250 Bypass	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	5.5	gal.	33 oz.	1650	perennial and annual weeds	weeds in beds along park street ramps, all 4
07/12/23	1.5	Kathleen Guevara	163519T	ROW	250 Bypass	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	2.5	gal.	5 oz.	5000	perennial and annual weeds	weeds along park street ramps all 4, curbs and sidewalks
07/17/23	1.0	Randy Dean	106161G	Park	Pen	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	1	gal.	6 oz.	300	perennial and annual weeds	annual bed at golf course, surrounding walk
07/18/23	1.5	Randy Dean	106161G	Park	Multiple locations	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	3	gal.	18 oz.	1000		beds/ landscape in parks: Mcguffy, Court Square, Market Street
07/18/23	1.5	Kathleen Guevara	163519T	Park	Multiple locations	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	1	gal.	2 oz.	1000	annual weeds	sidewalks, curbs, parking lot in parks: McGuffy, Court Square, Market Street
07/19/23	2.5	Randy Dean	106161G	School	Multiple Schools	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	3	gal.	18 oz.	1000	perennial and annual weeds	beds and ladscape in schools: Clark, Lugo McGuiness
07/19/23	1.5	Kathleen Guevara	163519T	School	Clark	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	2	gal.	4 oz.	2000	perennial and annual weeds	sidewalks, curbs, parking lot
07/20/23	1.0	Rob Mathes	82119G	Cemetery	Oakwood	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	oz.	gallon	5	gal.	10 oz.	2000	perennial and annual weeds	brick sidewalk at NE corner of cemetery
07/20/23	2.0	Rob Mathes	82119G	Park	Pen	Reward	Diquat Dibromide 37.3%	101-1091	Caution	herbicide	Backpack	0.75	oz.	gallon	4	gal.	3 oz.		perennial and annual weeds	around edge of tennis courts
07/20/23	8.0	Randy Dean	106161G	School	Walker	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	8	gal.	48 oz.	8000	perennial and annual weeds	landscape/beds
07/21/23	5.0	Kathleen Guevara	163519T	School	Walker	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	6	gal.	12 oz.	6000	perennial and annual weeds	sidewalks, curbs, parking lot
07/21/23	3.5	Randy Dean	106161G	Park	Multiple locations	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	4	gal.	24 oz.	1200		landscape/beds at Parks: Azalea, Belmont, Tonsler
07/21/23	3.5	Kathleen Guevara	163519T	Park	Multiple locations	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	4	gal.	8 oz.	4000	perennial and annual weeds	sidewalks, curbs, parking lot in parks:Azalea, Belmont, Tonsler
07/25/23	2.0	Randy Dean	106161G	School	CHS	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	3	gal.	18 oz.	1000	perennial and annual weeds	CHS Football field, along fence line
07/26/23	1.0	Randy Dean	106161G	School	Venable	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	1	gal.	2 0z.	1000	perennial and annual weeds	sidewalks, curbs, parking lot

07/27/23	2.0	Ronnie Duty	97506G	School	Venable	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	3	gal.	18 oz.	1000	perennial and annual weeds	landscape/beds
07/27/23	1.5	Kathleen Guevara	163519T	School	Multiple Schools	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	1.5	gal.	3 oz.	1000	perennial and annual weeds	sidewalks, curbs Schools: Greenbrier, Johnson
07/27/23	4.0	Randy Dean	106161G	School	Multiple Schools	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	5.5	gal.	33 oz.	1500		beds/landscape at schools: Johnson, Greenbrier
07/31/23	3.0	Randy Dean	106161G	School	Burnley -Moran	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	4	gal.	24 oz.	1200	perennial and annual weeds	beds/landscape
07/31/23	5.0	Kathleen Guevara	163519T	School	Burnley -Moran	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	7.5	gal.	15 oz.	7000	perennial and annual weeds	sidewalks, curbs, parking lot
08/01/23	2.5	Randy Dean	106161G	Multiple Locations		Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	3	gal.	18 oz.	3000	annual weeds	sidewalks, curbs, parking lot at locations: Buford Parks and Rec office
08/01/23	1.0	Randy Dean	106161G	School	Buford	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	1	gal.	6 oz.	300	perennial and annual weeds	beds/landscape
08/02/23	1.5	Randy Dean	106161G	School	Multiple Schools	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	2	gal.	12 oz.	600	perennial and annual weeds	beds/landscape at the locations: Greenbrier, Jennkins Park
08/03/23	0.5	Randy Dean	106161G	ROW	Other (see notes)	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	1	gal.	6 oz.	300	perennial and annual weeds	beds/landscape park street bumpouts
08/07/23	1.0	Randy Dean	106161G	Multiple Locations		Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	2	gal.	12 oz.	600		beds/landscape locations: Key Cnter, Annex, City Hall, Police station, Rives
08/07/23	4.5	Ronnie Duty	97506G	Multiple Locations		Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	5	gal.	10 oz.	5000		sidewalks, curbs, parking lot following locations: City Hall, Annex, Key Center, Police Station
08/08/23	2.0	Ronnie Duty	97506G	Multiple Locations		Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	3	gal.	18 oz.		annual weeds	beds/landscape following locations: Jefferson lower, Main and Ridge, Craw Garden
08/09/23	0.5	Randy Dean	106161G	Park	Forest Hills	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	0.5	gal.	1 oz.	1000	perennial and annual weeds	sidewalks
08/09/23	3.0	Randy Dean	106161G	Park	Multiple locations	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	4.5	gal.	27 oz.	1300		beds/landscape/ playground at following locations: Forest Hills, North East Park
08/16/23	2.0	Randy Dean	106161G	Park	Washington	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	4	gal.	20 oz.		perennial and annual weeds	beds/landscape
08/16/23	5.0	Randy Dean	106161G	Multiple Locations		Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	5.00	OZ.	gallon	9	gal.	45 oz.	2700	perennial and annual weeds	lanscaping, paved trails, tree rings JWP
08/17/23	1.5	Randy Dean	106161G	ROW	Preston Ave	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	5.00	OZ.	gallon	2	gal.	10 oz.	600	perennial and annual weeds	Shrub banks @ Railroad bridge- Preston Ave
08/17/23	0.3	Randy Dean	106161G	Multiple Locations		Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	0.5	gal.	1 oz.	500	perennial and annual weeds	sidewalks and curbs - Monticello & 6th st NE Bump outs @ crosswalk

08/18/23	2.3	Ronnie Duty	97506G	School	CHS	Reward	Diquat Dibromide 37.3%	101-1091	Caution	herbicide	Hydraulic sprayer	0.75	OZ.	gallon	50	gal.	37.5 oz.	4656		parking lot fence w/ grafitti wall **Tank Sprayer**
08/22/23	0.8	Randy Dean	106161G	Park	Pen	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	3	gal.	18 oz.	1000	perennial and annual weeds	weeds and vines- Chain link fence behind bin wall @ Pen Park Office
08/24/23	4.8	Randy Dean	106161G	ROW		Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	4.5	gal.	27 oz.	1300		beds/landscape and tree rings @ Schenks Greenway
08/24/23	3.0	Randy Dean	106161G	ROW		Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	4.5	gal.	27 oz.	1300		beds/landscape, tree rings @ Rescue Squad/ JWP lot
09/12/23	1.0	Randy Dean	106161G	Park	Belmont	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	ounce	1.25	OZ.	9 oz.	375		training day for Keith C 1 hour Belmont Park daylilly bank
09/20/23	4.0	Randy Dean	106161G	Multiple Locations		Criterion	Imidacloprid	432-1328	Caution	insecticide	Granular	160.00	OZ.	100 sq ft	53	lbs.	848 oz.	135000	treated boxwoods throughout all of charlottesville.	**Criterion**
09/22/23	0.5	Randy Dean	106161G	Multiple Locations	City Hall	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	ounce	0.5	gal.	1 oz.	500	annual weeds	training day for Keith C50 hr All hardscapes of City hall, City annex, Key center, Police station
09/22/23	2.0	Randy Dean	106161G	Trail	Other (see notes)	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	ounce	2	gal.	12 oz.	600	perennial and annual weeds	Landscape beds and tree rings
09/22/23	2.0	Randy Dean	106161G	Trail	Other (see notes)	Basagram T/O Herbicide	Sodium salt of bentazon	7969-88-82	Caution	herbicide	Backpack	0.75	OZ.	ounce	2	gal.	1.5 oz.		perennial and annual weeds	Landscape beds and tree rings
09/28/23	7.0	Rob Mathes	82119G	Park	Washington	Glyphosate 5.4	Glyphosate 53.8%	81927-8	Caution	herbicide	Backpack	2.00	OZ.	gallon	24	gal.	48 oz.	22000	(bush honeysuckle, multiflora rose);	training day for Steve Gaines 3 hours total training (2 backpack sprayers); site location is the
09/28/23	7.0	Rob Mathes	82119G	Park	Washington	Triclopyr 4 Ester	Triclopyr 61.6%	10404-119	Caution	herbicide	Backpack	1.00	OZ.	gallon	24	gal.	24 oz.	22000	(bush honeysuckle, multiflora rose);	training day for Steve Gaines 3 hours total training (2 backpack sprayers); site location is the
09/28/23	1.0	Rob Mathes	82119G	Park	Washington	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	0.50	OZ.	ounce	8	OZ.	4 oz.		variying size (all <	training day for Steve Gaines 1 hours total training (2 backpack sprayers); site location is the
10/27/23	2.0	Chris Gensic	130173T	Trail	Other (see notes)	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	4	gal.	8 oz.	3000		Location: rip rap section of Moore's Creek near Route 20 bridge
09/22/23	1.0	Keith Cecchinelli		Buildlings	Other (see notes)	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	1	gal.	6 oz.	1000	annual/perennial weeds and invasives	greenhouse lot and office beds
09/22/23	1.0	Keith Cecchinelli	167723T	Buildlings	Other (see notes)	Basagram T/O Herbicide	Sodium salt of bentazon	7969-88-82	Caution	herbicide	Backpack	0.75	OZ.	gallon	1	gal.	0.75 oz.	1000	annual/perennial weeds and invasives	greenhouse lot and office beds
09/25/23	0.5	Randy Dean	106161G	ROW	Preston Ave	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	0.5	gal.	1 oz.	250	perennial and annual weeds	Sidewalks, curbs, and stairs
09/25/23	3.0	Randy Dean	106161G	ROW	Preston Ave	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	3.5	gal.	21 oz.		perennial and annual weeds	landscape beds
09/25/23	3.0	Randy Dean	106161G	ROW	Preston Ave	Basagram T/O Herbicide	Sodium salt of bentazon	7969-88-82	Caution	herbicide	Backpack	0.75	OZ.	gallon	3.5	gal.	2.65 oz.	3500	perennial and annual weeds	landscape beds

09/29/23	2.0	Randy Dean	106161G	Trail	Other (see notes)	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	oz.	gallon	3	gal.	18	OZ.	perennial and annual weeds	landscape beds along John Warner Parkway/Rescue Squad
09/29/23	2.0	Randy Dean	106161G	Trail	Other (see notes)	Basagram T/O Herbicide	Sodium salt of bentazon	7969-88-82	Caution	herbicide	Backpack	0.75	OZ.	gallon	3	gal.	2.25	OZ.	perennial and annual weeds	landscape beds along John Warner Parkway/Rescue Squad
10/02/23	1.0	William Atwell	101629G	ROW	Other (see notes)	Eco-mazapyr 2 SL	Isopropylamine salt of Imazapyr 27.8%	81927-22	Caution	herbicide	Backpack	2.00	OZ.	gallon	10	OZ.	14	OZ.	woody stumps	Dairy Rd. banks
10/05/23	1.0	Keith Cecchinelli	167723T	ROW	250 Bypass	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	1	gal.	6	oz.	annual/perennial weeds and invasives	Linear beds-training for Keith
10/05/23	1.0	Keith Cecchinelli	167723T	ROW	250 Bypass	Basagram T/O Herbicide	Sodium salt of bentazon	7969-88-82	Caution	herbicide	Backpack	0.75	OZ.	gallon	1	gal.	0.75	OZ.	annual/perennial weeds and invasives	Linear beds- training for Keith
10/05/23	1.0	Randy Dean	106161G	ROW	250 Bypass	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	1	gal.	6	Oz.	annual/perennial weeds and invasives	linear beds- training for Theo
10/05/23	1.0	Randy Dean	106161G	ROW	250 Bypass	Basagram T/O Herbicide	Sodium salt of bentazon	7969-88-82	Caution	herbicide	Backpack	0.75	OZ.	gallon	1	gal.	0.75	Oz.	annual/perennial weeds and invasives	linear beds- training for Theo
10/09/23	2.0	Randy Dean	106161G	ROW	250 Bypass	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	2.5	gal.	7.5	Oz.	annual/perennial weeds and invasives	park st ramps landscaping- training for Theo
10/09/23	2.0	Randy Dean	106161G	ROW	250 Bypass	Basagram T/O Herbicide	Sodium salt of bentazon	7969-88-82	Caution	herbicide	Backpack	0.75	OZ.	gallon	2.5	gal.	1.825	oz.	annual/perennial weeds and invasives	park st ramps landscaping- training for Theo
10/12/23	5.0	Keith Cecchinelli	167723T	Park	Multiple locations	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	7	gal.	42	oz.		Washington park, Jenkins Park, and Jordan Park- All landscpaping and playgrounds- Training for Keith
10/12/23	5.0	Keith Cecchinelli	167723T	Park	Multiple locations	Basagram T/O Herbicide	Sodium salt of bentazon	7969-88-82	Caution	herbicide	Backpack	0.75	OZ.	gallon	7	gal.	5.25	oz.	7000 annual/perennial weeds and invasives	Washington park, Jenkins Park, and Jordan Park- All landscpaping and playgrounds- Training for Keith
10/27/23	1.0	Randy Dean	106161G	Park	Vietnam Memorial	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	2	gal.	12	oz.	annual/perennial weeds and invasives	landscape beds
10/27/23	1.0	Randy Dean	106161G	Park	Vietnam Memorial	Basagram T/O Herbicide	Sodium salt of bentazon	7969-88-82	Caution	herbicide	Backpack	0.75	OZ.	gallon	2	gal.	1.5	oz.	annual/perennial weeds and invasives	landscape beds
11/07/23	5.0	Randy Dean	106161G	Park	Multiple locations	Spectracide Weed & Grass Killer	Diquat Dibromide 2.3%	9688-293-8845	Warning	herbicide	Backpack	6.00	OZ.	gallon	3.5	gal.	21	oz.		All landscpape beds in Market St Park, Court Square Park, McGuffey Park bank
11/07/23	5.0	Randy Dean	106161G	Park	Multiple locations	Basagram T/O Herbicide	Sodium salt of bentazon	7969-88-82	Caution	herbicide	Backpack	0.75	OZ.	gallon	3.5	gal.	3	OZ.		All landscpape beds in Market St Park, Court Square Park, McGuffey Park bank
11/07/23	2.0	Randy Dean	106161G	Park	Multiple locations	Fusilade II	Fluazifop-P-butyl	100-1084	Danger	herbicide	Backpack	0.50	OZ.	gallon	1.5	gal.	0.75	OZ.	1500 Volunteer miscanthus and bermuda grass	Market St. Park and Buford school
11/07/23	2.0	Randy Dean	106161G	Park	Multiple locations	Vantage	Sethoxydim	7969-326	Caution	herbicide	Backpack	3.00	OZ.	gallon	1.5	gal.	4.5	oz.	1500 Volunteer miscanthus and bermuda grass	Market St. Park and Buford school