



CITY COUNCIL AGENDA July 15, 2024

Juandiego R. Wade, Mayor
Brian R. Pinkston, Vice Mayor
Natalie Oschrein
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

1. Report: 2024 Climate Action Report
2. Report: Vibrant Community Fund Update

5:30 PM CLOSED MEETING

6:30 PM BUSINESS SESSION

Moment of Silence

Announcements

Recognitions/Proclamations

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.

Consent Agenda*

The consent agenda consists of routine, non-controversial items whereby all items are passed with a single motion and vote. Individuals speaking during Community Matters may address items on the Consent Agenda.

3. Minutes: April 1 regular meeting
4. Resolution: Resolution to appropriate funds for the Virginia Department of Education Special Nutrition Program Summer Food Service Program - \$100,000 (2nd reading)
5. Ordinance: Ordinance authorizing a grant of public funding to subsidize the South First Street Phase Two Redevelopment Project of Charlottesville Redevelopment and Housing Authority (2nd reading)
6. Resolution: Resolution of the Charlottesville City Council approving the City's participation in the Proposed Settlement of Opioid-Related Claims Against Kroger
7. Resolution: Resolution to appropriate Virginia Department of Criminal Justice Services Victims of Crime Act Grant Award FY24-\$123,614 (1 of 2 readings)

City Manager Report

- Report: City Manager Report

Action Items

8. Public Hearing/Ord.: Ordinance to amend Chapter 19 of the Charlottesville City Code - Definition of Actuarial Equivalent in Defined Benefit Plan
9. Public Hearing/Ord.: Ordinance to Correct Ordinance #O-21-172: Amending the Agreement to Operate a Joint Convention and Visitor's Bureau
10. Ordinance: Amend and re-enact city ordinance(s) enabling the Emergency Medical Services Agreement with the Charlottesville Albemarle Rescue Squad (C.A.R.S.) (1 of 2 readings)
11. Ordinance: Proposed amendments to the Charlottesville Human Rights Ordinance - Code of the City of Charlottesville, Chapter 2, Article XV (1 of 2 readings)
12. Ordinance: Ordinance authorizing a grant of public funding to subsidize the Sixth Street Redevelopment Project of the Charlottesville Redevelopment and Housing Authority (1 of 2 readings)
13. Ordinance: Ordinance to authorize a forgivable loan to Virginia Supportive Housing for Premier Circle PSH - \$750,000 for redeveloping 405 Premier Circle into 80 permanent affordable units (1 of 2 readings)
14. Resolution: Resolution of Financial Support for 501 Cherry Avenue Redevelopment Project
15. Resolution: Resolution to enact a Memorandum of Agreement (MOA) between City of Charlottesville and Virginia Department of Transportation (VDOT)
16. Resolution: Resolution to accept Right of Way Acquisition and Eminent Domain/Quick Take Process and Procedures

General Business

17. Public Comment: Accepting public comments on the Parks and Recreation Master Plan - Court Square and Market Street Parks
18. Written Report: Rivanna Authorities Quarterly Report

Community Matters (2)

Adjournment

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



Agenda Date: July 15, 2024

Action Required:

Presenter: Kristel Riddervold, Director of the Office of Sustainability, Emily Irvine, Climate Program Manager

Staff Contacts: Kristel Riddervold, Director of the Office of Sustainability
Emily Irvine, Climate Program Manager

Title: 2024 Climate Action Report

Background

The City of Charlottesville has a long history of environmental stewardship and climate action. The City joined the U.S. Mayors' Climate Protection Agreement in 2006 and established the Climate Protection Program in 2008. In 2019, the City adopted emissions reduction goals of 45% reduction (from 2011 baseline) by 2030 and carbon neutrality by 2050, and directed staff to write a plan for reaching those targets. In January of 2023, Charlottesville City Council adopted the City's first Community Climate Action Plan as an addendum to the City's Comprehensive Plan. This report is the first update to City Council and to the public on progress made towards implementation of the Climate Action Plan.

Discussion

The Climate Action Plan (CAP) includes a commitment to annual progress reports. After the adoption of the CAP last year, the City Manager directed Climate Program (CP) staff to compile and publish a *Climate Action Workplan* consisting of actions being taken both within the City organization and in the broader community to make progress towards implementation of the CAP. CPP staff worked with internal and external partners to build the first Climate Action Workplan, which was published in July of 2023. In December of 2023, CP staff were directed to align the workplan with the fiscal year, and thus with the City's budget cycle.

The Climate Action Workplan consists of two parts: City-led Initiatives and Programs and Community-led Initiatives and Programs. The CAP Update Report uses this workplan as its foundation and provides an update on each workplan item. The report also captures other City-led climate actions beyond those in the workplan and acknowledges there are many actions happening in the community beyond the scope of this report. The updated FY25 Climate Action Workplan is included as an attachment to this report.

Since 2016, the CP has been publishing the City's Greenhouse Gas Inventory annually (with the exception of a COVID-related delay in 2020 & 2021). Going forward, q will be aligning the annual

update of the GHG Inventory with the annual CAP update. The City's updated CY22 GHG Inventory is included in this report.

Alignment with City Council's Vision and Strategic Plan

The work of the Climate Protection Program and the Office of Sustainability more broadly directly contributes to Councils' *Climate Action* Strategic Outcome Area.

Community Engagement

Office of Sustainability staff recognizes broad public interest in and support for the Charlottesville's climate and sustainability work. We also know that there is a need to expand our community outreach and encouragement efforts to mobilize the public to take action towards meeting our community-wide emissions reduction goals. To that end, the Office of Sustainability is launching a Climate Action and Sustainability dashboard tool to help make our work more transparent and accessible to the community. A preview of the dashboard will be part of this presentation.

Budgetary Impact

There is no budget impact associated with this report.

Recommendation

This is an informational report only, no formal recommendations needed.

Alternatives

N/A

Attachments

1. 2024 CPP Report_DRAFT R1_071024
2. FY25 Climate Program Workplan_DRAFT_071024
3. July 2024_CPP Update to Council_CivicClerk Version2

2024

Climate Action Report



City of Charlottesville
Office of Sustainability
7/15/2024 - DRAFT

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A Note from the Office of Sustainability Director

I would like to start by thanking team members, colleagues, peers, partners, and friends for the collective work and support that has gone into the last couple of years as it relates to our Climate Program. As repeatedly stated by City Manager Sanders, “climate is everywhere” – it is core to the mission of our Office of Sustainability and success will be achieved when we all, government and non-government, make it part of our work and figure out how to tackle these challenges and opportunities together.

Nearly two decades ago, City Council recognized and acted on the opportunity for formal, local climate commitment and action. In 2017, Charlottesville joined the Global Covenant of Mayors, committing to tackle climate work both in the mitigation (reducing emissions) and adaptation/resilience spaces. Fast forward to 2019 when, with strong community support, Charlottesville adopted updated, science-based greenhouse gas emissions reduction goals. We were the first in Virginia to set this local bar and applaud peer communities who have set similar goals. In 2023, Charlottesville adopted the very first community Climate Action Plan as an amendment to the Comprehensive Plan, officially raising the commitment to this work. It is important to emphasize this is a community plan as it takes the community to achieve the goals.

Now - in 2024 - we have a dedicated, three-person team climate team and we have expanded and dedicated capital funding to support this work. We are committed to using this funding to lead by example as a government organization, to support climate actions in the community, and to leverage outside funding where possible.

It’s been a journey to get to this point. It’s exciting to be where we are and we are proud to share this first formal Climate Action Report on behalf of the City of Charlottesville. It’s important to take a moment to celebrate all this community is doing. That said, the ongoing climate crisis demands our continued action. We look forward to more collective action.

With much appreciation,
Kristel Riddervold
Director, Office of Sustainability



Letter from the Climate Program Manager

As I think back over the past 18 months since the formal adoption of Charlottesville's Climate Action Plan in January 2023, it feels both like a very long time ago and like just yesterday. Back then, the Environmental Sustainability Division was part of the Public Works Department and staff turnover left me suddenly holding major responsibility for the Climate Program after only several months with the City. Today the Climate Team is a part of the newly formed Office of Sustainability (OS), a branch of the City Manager's Office, and we are just that – a fully staffed and dedicated team of three (not counting the support we get from our Director and two other OS colleagues!)

It is an exciting time to be working in the climate space. Federal investments in clean energy, building efficiency, low carbon transportation, and other climate and sustainability initiatives are booming. Jurisdictions across the state, region, and country are adding sustainability staff and we are networking and learning from one another. Non-profits and businesses alike are working alongside government to help hasten the clean energy transition happening around us. Here at home, we have the support of City leadership, our elected officials, and the community. We are learning from larger jurisdictions who are further down the road to sustainability and striving to be leaders ourselves.

It is also a scary time to be working in the climate space. There is a sense of urgency that never relents. As climate professionals, we know how quickly emissions need to come down, which can feel the opposite of the way government often works. Funding opportunities are timebound, sometimes one-time, and often competitive. We are often working under pressure. Climate also touches everything, so we are working across multiple sectors all the time. We cannot wait until we get building emissions under control to start thinking about transportation emissions. We cannot focus solely on reducing emissions, we must also build resilience to the climate impacts that are already here.

When I feel daunted by the work ahead of us, I look around and feel comforted because City Climate Staff are not working alone. We are working alongside our colleagues across the City organization and Albemarle County and with partners across the community. This report is an overview of the climate work that has happened in Charlottesville since the passage of the Climate Action Plan – *that we know of!* When I look at it all together, I am impressed by our little City. We have much work to do to reach our community climate goals, but I believe we can reach them if we work together, think creatively, and put aside our fears of trying new things. I hope you'll join us.

In service,
Emily S. Irvine
Climate Program Manager



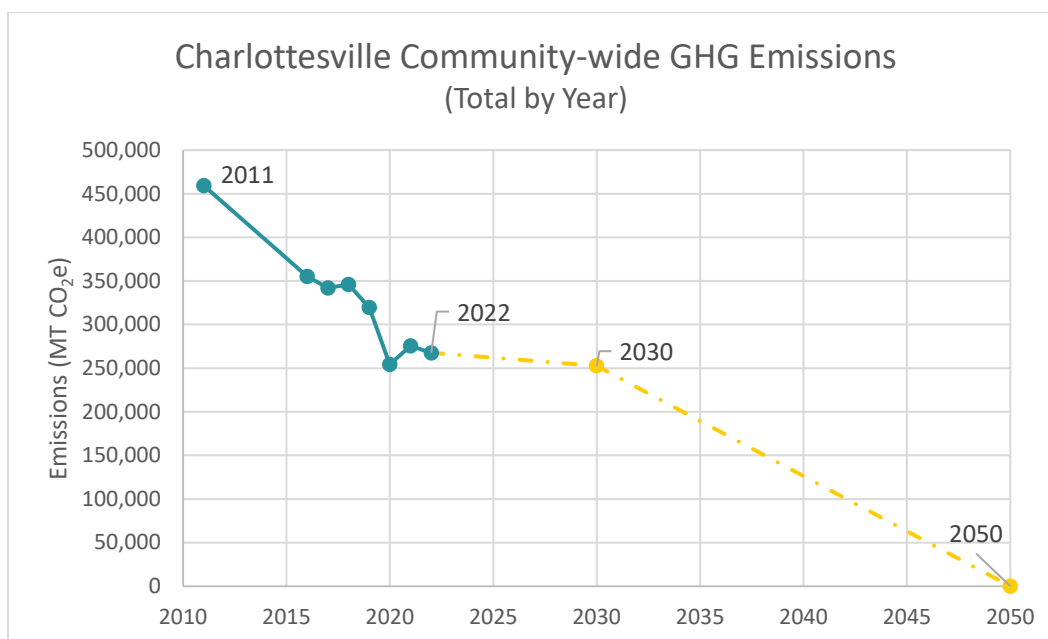
Summary: A Year – or 18 months – in Climate Action

Charlottesville's first Community Climate Action Plan (CAP) was adopted by City Council on January 9, 2023 as an addendum to the City's Comprehensive Plan. The CAP commits to annual updates on progress made both by the City and within the wider community. This report is the first such update and contains brief updates on all of the initiatives and projects that were on part of the Climate Program's FY24 Climate Action Workplan. The report also includes updates on items that weren't part of the workplan but happened along the way and are relevant to the goals.

Updated GHG Inventory

Charlottesville's commitment to the [Global Covenant of Mayors for Climate and Energy](#) (GCoM) requires us to report our greenhouse gas (GHG) emissions annually. Because we are now also required to report on climate action progress annually, we made the decision to align that reporting. Going forward, the publication of the annual emissions inventory will be a part of the annual progress update.

The 2022 emissions inventory demonstrated continued progress toward meeting Charlottesville's GHG reduction targets, with emissions down 42% relative to the 2011 baseline. The preceding two years were impacted by pandemic-related closures and showed substantial reductions relative to pre-pandemic inventories. Although municipal and community activities had largely returned to normal by 2022, there was a sustained drop in GHG emissions, with lower emissions in 2022 compared to 2021. These trends suggest Charlottesville is on track to meet its 2030 goal of 45% emissions reductions.



The continued GHG reductions were driven by actions at the local level, in addition to policies at the state and federal levels. At the local level, reductions in community emissions were due primarily to a drop in residential energy usage, which declined 10.6% relative to 2021. Emissions from the other main sectors, commercial energy and transportation, were essentially flat relative to 2021, but remained well below their pre-pandemic levels.

Municipal emissions showed a slight increase from 2021 as municipal operations and office occupancy returned to normal. However, relative to the baseline, municipal emissions were down significantly, having declined 36% since 2011. This drop in municipal emissions has been driven primarily by reductions from the Buildings & Facilities and Streetlights & Traffic Signals sectors, both of which were down >40% from their baselines. The Office of Sustainability is working to accelerate reductions in municipal emissions in FY 2025, as we begin to implement streetlight upgrades, look for opportunities to electrify our municipal fleet, and begin energy retrofit projects via our energy performance contract mechanism.

Beyond community-level actions, much of Charlottesville's progress on emissions reductions has been driven by regulatory and market changes in the electric and transportation sectors. In the electric sector, the rapid greening of the grid over the past decade has provided significant climate and health benefits. On a per kWh basis, emissions from electricity generation have declined 38% between 2011 and 2022. This trend was driven primarily by a significant decline in coal use, which now accounts for under 5% of electricity generation in Virginia.¹ Grid decarbonization will continue based on regulations in the Virginia Clean Economy Act (VCEA), which requires zero-emissions electricity statewide by 2050.

Regarding transportation, emissions from this sector are down 17% relative to pre-pandemic levels, and 41% relative to the 2011 baseline. This trend was driven primarily by increases in vehicle efficiency and electric vehicle adoption, along with a modest 8% drop in vehicle miles traveled from the 2011 baseline. Improvements to federal fuel economy standards, including increased electric vehicle market share, are likely to provide further reductions in transportation emissions in future years. Electric vehicle adoption has been particularly robust in Charlottesville, representing one out of every six new vehicles registered in 2022².

Continuation of these policies underpins much of the City's climate efforts and are essential to meeting our ambitious emissions targets. The increasingly clean electric grid required under the VCEA provides a pathway for deeper decarbonization efforts in the Commonwealth. Sustained

¹ *Virginia Electricity Profile 2022*, (November 2, 2023). US Energy Information Administration. https://www.eia.gov/electricity/state/virginia/state_tables.php

² Yip, Arthur (Sept. 25, 2023) *There Were Four Counties in California with Electric Vehicle Market Penetration Exceeding 30% as of December 2022*. US Department of Energy. <https://www.energy.gov/eere/vehicles/articles/fotw-1309-september-25-2023-there-were-four-counties-california-electric>

progress toward our carbon neutrality goal will require shifting fossil fuel uses, such as vehicles and home heating, to the increasingly clean electric grid. There are currently a suite of federal incentives that can accelerate this move toward electric vehicles and appliances, but local uptake of these incentives will require robust community engagement and support. The City's Climate Program looks forward to working with the community to deliver on the benefits of climate action.

Community-wide Inventories								
Sector	CO ₂ e (MT)							
	2011	2016	2017	2018	2019	2020	2021	2022
Transportation & Mobile Sources	128,835	92,648	92,218	90,938	91,205	73,995	74,183	75,874
Solid Waste	24,694	16,302	16,687	16,721	16,425	5,509	9,066	10,289
Water & Wastewater	-	271	271	271	271	196	286	196
Commercial Energy *	170,003	123,838	118,810	115,046	101,688	80,820	89,583	88,804
Industrial Energy	372	195	190	208	200	197	237	180
Residential Energy	135,405	108,393	100,986	107,699	96,389	82,891	89,475	79,962
Process & Fugitive Emissions	-	13,556	12,857	15,078	13,555	10,753	12,583	12,343
Total	459,309	355,203	342,019	345,961	319,733	254,361	275,413	267,648
% change from 2011		-23%	-26%	-25%	-30%	-45%	-40%	-42%

* The Commercial Energy Sector includes Municipal and Non-Municipal Government energy consumption

Municipal Inventories								
Sector	CO ₂ e (MT)							
	2011	2016	2017	2018	2019	2020	2021	2022
Buildings & Facilities **	11,430	8,702	8,746	8,436	7,711	5,631	6,422	6,833
Streetlights & Traffic Signals	2,001	1,301	1,211	1,108	987	892	929	921
Vehicle Fleet	6,015	6,030	6,031	5,769	5,374	4,952	4,803	4,681
Total	19,446	16,033	15,988	15,313	14,072	11,475	12,154	12,435
% change from 2011		-18%	-18%	-21%	-28%	-41%	-37%	-36%

** Includes City Government and City School Buildings and Facilities

Reporting and Scoring

As mentioned above, Charlottesville is required by its commitment to the Global Covenant of Mayors to report our community and municipal GHG emissions annually. We use a reporting platform called “CDP” (formally Carbon Disclosure Project) to publicly report our emissions. [CDP](#) is a global non-profit organization that helps thousands of businesses and governments across the world with environmental reporting. More than 200 Cities across the United States uses CDP as for their emissions disclosure commitments. In 2023, Charlottesville earned a CDP Score of “A-”.

Through GCoM, we have commitments to both mitigation and adaptation planning. The adoption of the Climate Action Plan was the culmination of our mitigation planning. The current, in-progress Resilient Together project fulfills our commitment to adaptation planning. In the 2023 evaluation cycle, Charlottesville earned the following badges from the GCoM for our commitments to ongoing climate action:



City-Led Initiatives

The following are brief, high-level updates on City-led climate and sustainability initiatives. This list is based on the Climate Program's [FY24 Climate Action Workplan](#) but includes several projects that were not contemplated there. These initiatives were led by various City Departments, including the Office of Sustainability.

Symbol Key:



Bonus Item, not in FY24 Workplan



Ongoing program



Item Complete



In-progress Project

Transit Alternative Fuels Feasibility Study

Charlottesville Area Transit (CAT) completed its multi-year Alternative Fuel Feasibility Study in February of 2024. The study kicked-off in 2022 and examined various pathways for aligning CAT's operations with the City's emissions reduction goals. Ultimately CAT recommended and Council approved a decision to pilot two zero-emission bus (ZEB) technologies – battery electric and hydrogen fuel cell – and transition completely off fossil fueled buses by 2040. No new diesel buses will be purchased after 2028 and the first battery electric buses (BEB) is anticipated to join CAT's fleet in 2025. CAT released a short [video](#) presenting this strategy. The study's recommendations support CAT's plans to expand services through implementation of recently-completed Transit Strategic Plan.

Charlottesville Area Transit Strategic Plan

CAT completed its Transit Strategic Plan (TSP) in June of 2024. The TSP is a state-required planning document that details CAT's current plans for service improvements over the next ten years. The TSP planning process allowed CAT to align recent transit service planning and fuel transition planning, marrying CAT's previous planning effort, the 2021 System Optimization Plan, the 2022 Regional Transit Vision Plan (completed by the Thomas Jefferson Planning District Commission), and the Alternative Fuels Feasibility Study recommendations into a single document. The TSP describes CAT's current anticipated timelines for expansion and capital improvements, doubling the amount of transit service provided over the next ten years, extending service to later evening, restoring and expanding Sunday service, and making frequency improvements that will lead to 30 minute or better service on all routes.

Gas Utility Decarbonization Study

To align with the City's Community Climate Goals, Utilities has solicited the expertise of the consulting firm Black & Veatch (B&V) to conduct a [Decarbonization Study](#) of the Natural Gas Utility. Currently ongoing, the study is evaluating Charlottesville Gas' operations and current programs for

emissions reduction and will propose recommendations for expanding the utility’s energy efficiency programs for customers. Additionally, B&V is exploring several alternative pathways, including renewable natural gas (RNG), hydrogen technology, geothermal energy, and electrification. These pathways will be evaluated by their impact on emissions, reliability, availability in our community, and customer cost.

Charlottesville Gas is also working with LAUNCH! Consulting on community outreach for the Decarbonization Study. In March 2024, a virtual focus group was conducted with local businesses to gather input on decarbonization and natural gas. Public listening sessions are planned for Summer 2024. A final report is expected by December 2024.

Zoning Ordinance Update

In December of 2023, City Council approved an updated zoning ordinance, one of the deliverables of a multi-year project called *Cville Plans Together*. The new zoning ordinance allows for increased density and some mixed-use development throughout the City. These urban planning strategies are important tools for reducing greenhouse gas emissions from the built environment because they allow more people to live in close proximity to jobs, recreation opportunities, and other services, and reduce dependence on cars for getting around. Denser development has the additional co-benefits of reduced infrastructure costs, reduced transportation costs, increased access to services, and the potential for preservation of greenspaces from the smaller footprint of development. Additional density can also help improve housing affordability and access, both of which are needed in Charlottesville and in alignment with the City’s Strategic Plan.

Resilient Together

Resilient Together is a City, County, and UVA collaborative planning and implantation process designed to ensure our community is strong, safe, and healthy in the face of the changing climate. We know that it’s not enough to focus only on reducing our emissions, but that we must also adapt to the impacts of climate change that are already here and will continue to intensify over time. Planning for the project began in early 2023 and kicked off publicly in September. Over the past months, the Resilient Together project team, which is made up of staff from the City’s Office of Sustainability, the County’s Climate Team, and UVA’s Office of Sustainability have been working to share information about our regional climate hazards and to learn from community members how they are being impacted. We have held several public events and many meetings with staff across the three organizations, regional entities, community partners, and other local stakeholders. As we move into the “Design Phase” of the project in Fall 2024, there will be additional opportunities to participate in the project.

Climate adaptation and resilience planning is a requirement of the City’s commitment to the Global Covenant of Mayors for Climate and Energy. You can learn more about the project at www.resilient-together.info.

Residential EE & RE Deployment

One of the least expensive ways to reduce emissions is to use less energy through energy efficiency measures. The City's Climate Program works with the local non-profit Local Energy Alliance Program (LEAP) through an annual program support agreement to help make homes in Charlottesville safer, healthier, and more affordable through energy efficiency and renewable energy installation. In 2023, LEAP connected residents across the income spectrum with funded energy efficiency service programs and renewable energy programs, including 12 market-rate installations through Solarize Charlottesville and 21 installations through Dominion Energy's Low-Income Solar program. They also insulated 53 homes, installed 56 heat pumps and replaced 37 thermostats in the City, all of which are important home energy savings measures.

Gas Service New Connection Fee

Charlottesville Gas currently offers gas service installation up to 150 feet at no cost to residential customers if the City's investments in installation costs are offset by the revenue generated within a payback period of approximately 4 ½ years. Per an adopted amendment to City Code Section 31-31, beginning January 1, 2025, Charlottesville Gas will no longer offer service line installations for qualifying appliances at no cost to the customer. Under this amended ordinance, gas services with qualifying appliances, such as gas heat or gas water heating, will pay a \$340.00 connection fee for the new service, up to 150 feet of service line. Charlottesville Gas will use the funds from this connection fee to finance expanded energy efficiency programs to promote energy savings and reduce greenhouse gas emissions.

Federal Grants

2021's Bipartisan Infrastructure Law (BIL), 2022's Inflation Reduction Act (IRA), and 2022's CHIPS and Science Act amount to billions of dollars of federal investment in climate and sustainability projects. Some of the programs funded by these laws are formula (population) based, but many are competitive grant opportunities. City staff from across the organization have been working to help bring as much of this funding to our community as possible. We continue to monitor funding opportunities and ideate potential projects. Below is an overview of the grant opportunities that have been pursued over the past year.

Environmental Protection Agency (EPA) Renew America's Schools Grant

Office of Sustainability, in coordination with Charlottesville City Schools (CCS), applied for \$6.8 million in funding (\$476,745 in local cash and in-kind match) from the first round of EPA's Renew America's Schools Grant Program. The proposed project involved deep energy retrofits (lighting and HVAC) and solar PV installation at Charlottesville High School, as well as education and workforce development. It was not selected for funding.

USDA Forest Service Urban and Community Forestry Grant

The City of Charlottesville was awarded \$150,000 from the United States Department of Agriculture Forest Service Urban and Community Forestry Inflation Reduction Grant Program to support Urban Forest Management Planning with a focus on serving disadvantaged communities and addressing city-wide needs regarding urban forest management planning, tree canopy retention and advancement, vegetation analysis, and citizen volunteer programming. The City of Charlottesville has delivered Urban Forest Management Programming for several decades but is currently relying on a 2009 program plan. The core objective of this project, which is supported with supplemental local funding, is to produce a comprehensive, adaptive management plan that aligns with related, relevant materials, including the current Comprehensive Plan, the Climate Action Plan, and the Climate Risk and Vulnerability Assessment.

Department of Energy (DOE) Energy Efficiency and Conservation Block Grant (EECBG)

The City of Charlottesville is an eligible entity for of funding through DOE's EECBG Program Formula Grant. Grants are awarded on a formula basis to jurisdictions across the country according to population, and Charlottesville's allocation is \$76,840. The funding will be used to provide no-cost home energy audits to City residents whose income is up to 150% AMI. This program will be supported by the Community Energy Resource Hub that is currently under development in partnership with LEAP and the Community Climate Collaborative.

DOE Communities Sparking Investment in Transformative Energy (C-SITE) Grant

In Coordination with CCS, Office of Sustainability staff, applied for \$1.3 million in funding from the DOE C-SITE (\$97,634 local cash match) in May 2024. The proposed project would fund a suite of energy efficiency upgrades at CATEC, including rooftop solar, HVAC replacements, and EV charging, in addition to establishing a partnership with FLIPP Inc, a local community-based nonprofit that provides solar installer training and certification for underserved community members. DOE will announce winners of this grant program in late 2024.

EPA Clean School Bus Rebate

In February of 2024, Office of Sustainability staff, in coordination with Charlottesville Area Transit and CCS, applied for funding for two Electric School Buses (ESBs) through the second round of EPA's Clean School Bus Rebate Program. In late May 2024, the City was notified of selection for \$420,000 in CSB rebate funding that will support the purchase of two ESBs in FY25, one of which will be equipped with a wheelchair lift. Our school bus distributor has indicated a 9 – 12-month lead time between bus purchase and delivery, so we anticipate the buses being brought into service sometime in 2025.

EPA Environmental Justice Government to Government (EJG2G)

In November 2023, the Resilient Together project team was notified of a successful application for funding through the EPA's EJG2G grant program in the amount of \$460,000. These funds will support the Climate Resilience Cohort, a community engagement initiative to partner with community-based organizations (CBOs) that serve disadvantaged or vulnerable community members in Albemarle County and the City of Charlottesville. Up to ten participating CBOs will receive a total of \$40,000 each to participate in the Cohort - \$15,000 for the planning phase and \$25,000 to implement a community-led resilience project. Albemarle County was the lead applicant on this grant with the City as a primary project partner.

EPA Climate Pollution Reduction Grant (CPRG)

The CPRG program provides \$5 billion in grants to states, local governments, tribes, and territories to develop and implement ambitious plans for reducing greenhouse gas emissions and other harmful air pollution. The first phase of the program involved grants for planning. Virginia DEQ was the lead state agency that received this planning grant funding. Office of Sustainability staff, along with other local government peers, engaged with DEQ on the development and review of the Priority Climate Action Plan in order to ensure alignment with our local CAP. The City of Charlottesville also coordinated with Virginia Energy on letters of support and a list of potential projects for a multi-state competitive implementation grant application (Municipal Building Coalition), led by Hawaii, that is focuses on the advancement of solar and battery storage projects. Award announcements are anticipated later in 2024.

Pipeline and Hazardous Materials Safety Administration (PHMSA) Natural Gas Distribution Infrastructure Safety and Modernization (NGDISM) Grant

In April 2023, Charlottesville Utilities was awarded a \$7.1 million grant from the PHMSA NGDISM program, which is part of the Bipartisan Infrastructure Law. This grant facilitates the completion of Utilities' system-wide upgrade project by expediting the replacement of the last remaining section of legacy pipes. The last mile of 10" cast iron main line will be replaced with 4" high-density polyethylene (HDPE) plastic pipe, first generation polyethylene and other legacy pipe will be replaced with 2" HDPE, and 20 gas meters will be removed from the interior of several buildings. The project will help to eliminate all components in Charlottesville's natural gas system that have a higher probability of leaks. Surveying for the project began in December 2023, engineering design is occurring throughout 2024, and construction is scheduled to start in Spring 2025.

Re-Launch of EV Charging Infrastructure Grant

In Fall 2023, the Climate Program re-launched its [EV Charging Infrastructure Grant](#). This program was first launched in 2013 and provides funding assistance for installation of public-facing EV chargers located near retail or other commercial centers. EV adoption has been relatively high in Charlottesville, but future growth of the EV market depends on widespread charging infrastructure.

We hope that our grant program contributes to the build-out of a more robust community charging network and will continue to keep promoting it.

LED Streetlight Conversion Project

In 2022, streetlights and traffic signals accounted for a little more than 7% of the City’s municipal emissions. Though this is a small drop in the bucket of our community-wide GHG inventory, converting our city’s streetlights to LED lighting technology will result in significant cost savings for the City, with a financial payback period of just a few years. LED bulbs (or light emitting diodes) use far less electricity than the high intensity discharge bulbs currently installed in most of the City’s streetlights. In FY2024, City Council allocated \$600,000 in the Capital Improvement Program to convert all Dominion-owned streetlights to LED bulbs. The result is a multi-year program that will work across the city, starting along large traffic corridors in Summer of 2024.

Energy & Water Management Program

The City’s Energy and Water Management Program (EWMP) is made up of staff from the Office of Sustainability and Public Works (Facilities Development and Facilities Maintenance). They work to consistently track the utility usage and building performance of all municipal facilities, including schools, and implement programs and initiatives to save energy and water. In addition to the City’s high level emissions reduction goals, the EWMP team has set and is working towards performance targets for the City’s building portfolio:

- Greenhouse Gas Goal
 - 45% reduction in Greenhouse Gas by FY2030
- Energy Goals
 - 30% reduction in Energy Use Intensity by FY2030
 - 3.75% decline in annual energy usage
- Water Goals
 - 30% reduction in Water Use Intensity by FY2030
 - 2% decline in annual water usage

The team recently published their [annual report on energy and water performance for FY2023](#).

Urban Tree Planting and Invasive Species Management

Urban Tree Planting: Tree Installations on Public Rights-of-Way, Schools, and City Parks

Each year, the City plants new trees in City rights-of-way, schools and parks. Tree planting on City property is carried out by Park and Recreation Department staff and managed by the City’s Urban Forester, who is tasked with monitoring and caring for all trees on City-owned property. In Spring of 2023, 161 2” caliper (caliper = diameter of tree measured six inches above soil line) trees were

planted. In fall 2023, 186 trees were planted in public rights of way, schools, and parks. An additional 25 trees were planted by volunteer organizations in select parks in the fall of 2023. Spring of 2024 showed the installation of 15 trees in select locations in City Parks and Rights of Way. Projected plantings for Fall 2024 include 165-185 trees (2" caliper), with an additional 20-30 trees planted by volunteer organizations (Charlottesville Area Tree Stewards and Re Leaf Cville). Please note, these tree counts are separate from the trees planted as part of Forest Restoration projects described below.

Invasive Species Management Site Restoration

In the Fall 2023, Parks and Recreation initiated an ambitious forest restoration initiative to manage invasive species in select locations throughout the city. The overarching goal for these projects has been to increase tree canopy by removing invasive vines from mature trees (liberating trees on management sites and preserving the trees we have) and removing invasive shrubs/small trees/vines from a growth space so replacement trees and native groundcovers can become established (planting trees that will contribute to increased tree canopy).

Management plans were created for each individual management area (park/easement), each with specific timelines and objectives. In general, management objectives for each management area included:

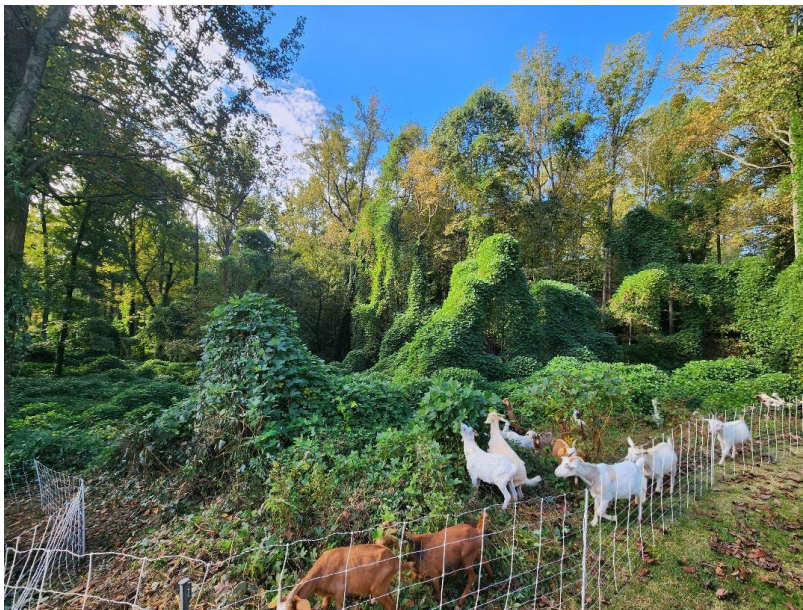
- Control/contain invasive vegetation on urban forestland along Rivanna Trail to eliminate seed sources and provide conducive environment for replacement vegetation.
- Restore native vegetation.
- Preservation of water quality and stream bank integrity.
- Enhance existing wildlife habitat.
- Preserve/enhance recreational integrity of property.
- Public Education (regarding invasive plant ecology, wildlife enhancement, outdoor recreation, and site restoration).

Property/Park	# Acres	Treatment	# Seedling/Saplings Projected for Planting
Azalea Park	3.2	Forestry Mulcher	150
Forest Hills Park	1.5	Forestry Mulcher	100
Jordan Park–Rivanna Trail Access	7.7	Forestry Mulcher	350
Washington Park	.5	Goats	50
Fry’s Spring	1.0	Goats	100
Oakwood Cemetery	.5	Forestry Mulcher	Plantings to occur Fall 2024
John Warner Parkway	2.5	Forestry Mulcher	Plantings to occur Fall 2024
Free Bridge	1.8	Forestry Mulcher	210
Quarry Park – Rivanna Trail	1.7	Forestry Mulcher	320
Totals	20.4		1280

1: Table showing number of acres restored using forestry mulcher or goat browse, park/easement treated, treatment method, and number of trees planted. Important to note that several hundred pounds of warm-season grasses were installed at these sites in addition to native plants and wildfires.

Fry’s Spring Forest Restoration Project

In the Fry’s Spring Forest Restoration Project, goats were used to clear the ground and to free mature trees of invasive vines. This made it possible to plant 100 new tree seedlings in the cleared area. Ongoing maintenance will be necessary for some years to ensure the continued suppression of invasive species. Treatments used (goats vs forestry mulcher) depend on terrain, presence of water, and presence of the public. For example, Fry’s Spring had an extreme slope with a perennial stream at the bottom of the slope. In this instance, goats were a preferable treatment choice.



Goats working to clear invasive species during the Fry’s Spring Forest Restoration Project

Jordan Park-Rivanna Trail Access Forest Restoration Project

In the Jordan Park-Rivanna Trail Access Forest Restoration Project, the invasive plants and mature trees were cleared with a forest mulcher. Jordan Park (Rivanna Trail Access) has flat terrain and trail use is infrequent, with trail entrances easy to close for safety concerns; therefore, forestry mulcher machines were a reasonable approach. In the space cleared, 350 new tree seedlings were planted. Ongoing maintenance will be necessary for some years to ensure continued suppression of invasive species.



Before and after view of the Jordan Park-Rivanna Trail Access Forest Restoration Project

Bicycle Infrastructure

Charlottesville is working to become a more bicycle-friendly city. In the last fiscal year, the City completed several projects to serve that goal:

- Inventoried all publicly accessible bicycle parking in the City and installed bike racks at six new locations Downtown
- Added new bike lanes on Preston Avenue and Monticello Avenue
- Secured funding from VDOT to study a road diet alternative for 5th Street SW that would include a protected cycletrack
- During bike month (May), provided bike valet parking at Fridays After Five
- The newly-completed Belmont bridge has the first concrete barrier protected bike lanes in the City

FUN FACT:

City of Charlottesville staff were the winners for most bike miles traveled per participating employee for the inaugural Bike Month Business Challenge held in May 2024 by the Thomas Jefferson Planning District Commission!

Additionally, the City partners with Veo to provide micro-mobility service to the community through dockless scooters and e-bikeshares. In 2023, Charlottesville residents took 312,812 scooter and e-

bike rides adding up to 449,880 miles. An October 2023 local user survey found that 19% of the rides taken on Veo bikes and scooters replaced car trips, meaning that almost 60,000 car trips were avoided through this service. Reducing car trips is a key strategy for reducing emissions from transportation.

New/Improved Sidewalks

Each year, the City allocates funding for sidewalk improvements and works to repair, improve, and add new sidewalks throughout the city. In 2023, three new sidewalks were constructed (Harris St, E High St, and Rose Hill Dr). Recently, the City completed a sidewalk prioritization study to sort all upcoming sidewalk projects into three tiers by ease-of-completion. It indicates a large gap between annually allocated funds and need for sidewalk improvement project. Having this study completed will help City Staff in making Capital Improvement Program requests for sidewalk projects as well as applying for federal or state assistance for projects.

The City is also working to ensure that sidewalks are ADA-compliant and accessible to community members of all mobility levels. During 2023, inspections of all City-owned right-of-way, including sidewalks, were completed to assess ADA compliance and inform the City's strategy for addressing and improving conditions for all users within the existing sidewalk network. This strategy, along with the recommendations for how the City should improve access to its buildings and services, is being developed as part of current work on the ADA Transition Plan.

GO Solar

The Office of Economic Development has partnered with FLIPP Inc. to offer the GO Solar program, an Installing and Designing Photovoltaic (PV) Systems training where graduates can earn their North American Board of Certified Energy Practitioners (NABCEP) PV Associate certificate, an industry recognized entry-level solar certification. FLIPP Inc. is a non-profit based in Buckingham County, VA that seeks to build an inclusive workforce that empowers low-income communities through renewable energy and entrepreneurship development training. The course encompasses 40 hours of comprehensive training that teaches participants how solar photovoltaic systems work, how they are designed, how to predict the output of a system, and how systems are installed. No prior experience in the solar industry is required, and graduates also get additional support with their job search following completion of the program. The partnership funds income-qualifying students from the City to participate in the training program.

Community Engagement

Community Engagement is a critically important part of the work of the Office of Sustainability. Because ~95% of Charlottesville's GHG emissions are from community sources – our homes, businesses, waste, and vehicles – this truly is a collective action issue that will take everyone's

participation to reach our goals. It's part of our work to educate, encourage, and incentivize community participation in climate action and we do it through a variety of ways, including:

- Public events – hosting and participating
- Media appearances – Television, print media
- Education campaigns
- Social media
- Presentations – public and private
- Guest lecturing



The Office of Sustainability partnered with Albemarle County's Office of Equity Inclusion, the City's Office of Human Rights, Charlottesville NOW, and other community organizations to sponsor a Community Read of "All We Can Save", a collection of essays by women leading the climate movement. Pictured: Moderator Emily Irvine and panelists Barbara Brown Wilson, Josie Fischman, Ashley Marshall, Tish Tablan, and Susan Kruse.

Since the passage of the Climate Action Plan in January of 2023, Office of Sustainability staff have made over 50 media appearances and participated in more than 20 public events.

In order to increase community awareness of the Office of Sustainability's work, we are launching a Climate and Sustainability dashboard! Check it out at climateaction.charlottesville.gov

Utilities-Led Energy Efficiency Programs

CGEEP – Charlottesville Gas Energy Efficiency Program

Since July of 2019, Charlottesville Gas has partnered with LEAP to offer income-qualified gas customers a program designed to help increase the overall energy efficiency of their homes. The Charlottesville Gas Energy Efficiency Program (CGEEP) provides qualified households with free home weatherization improvements and funds the replacement of inefficient natural gas appliances. The program is open to residents of single-family homes with household earnings of 80% or below Area Median Income (AMI) and if the account holder is 60 or older of 120% or below State Median Income (SMI). On average, winter-time gas consumption is reduced by about 20% for program participants. To date, the Charlottesville Department of Utilities has invested \$221,000 in the CGEEP program, serving 179 households. In FY2024 (July 2023 to May 2024), 38 households were served at a cost of \$41,230.

Attic Insulation Rebate

In 2020, Charlottesville Gas began offering customers a rebate of up to \$300 towards adding attic insulation in their homes when installed by a licensed contractor. Upgrading attic insulation is one of the most cost-effective ways to increase a home's comfort, lower heating and cooling bills, and improve a home's energy efficiency. To date, Utilities has invested \$13,000 in this program, serving 48 homes. In FY2024 (July 2023 to May 2024), 7 households were served at a cost of \$2,100.

Programmable Thermostat Rebate Program

Since 2001, Charlottesville Gas has been offering a rebate of up to \$100 for purchasing and installing a programmable thermostat. To date, Utilities has invested \$206,00 in the program, serving 2,279 homes. In FY2024, 33 households were served at a cost of (\$3,173)

Energy Saving Trees Program

The Utilities Department partners with the Arbor Day Foundation on the Energy-Saving Trees Program. This program gives away free trees to Charlottesville Utilities customers to strategically plant on their property, providing energy- and cost-saving benefits to their households and the broader community. Strategically planted trees provide cooling shade from the sun in warm months and act as a barrier to cold winds during the winter months. As of March 2024, 700 trees have been given away for planting. Beginning in the fall of 2024, Utilities will increase the frequency of the Energy-Saving Trees Program to occur twice a year, once in the spring and once in the fall.



Carbon Offset Natural Gas Program

In July 2021, as a part of the City Council-approved Utility Rate Report and in response to customer interest, the Department of Utilities voluntarily enrolled in a Carbon Offset Program offered by their gas supplier, British Petroleum (BP). This program allows Utilities to invest in various carbon sequestration and offset projects worldwide. From creating new solar power generation projects in India to sustainable forest management projects in Tennessee, this program offsets 25% of Charlottesville Gas’ annual greenhouse gas emissions, helping to align the utilities’ operation with the City’s climate goals. Projects for investment (or “retirement” of offsets) are chosen annually and will be selected in partnership with the Office of Sustainability starting in FY25.

City Environmental Regulations Review

During the process of drafting the Charlottesville Development Code, there were numerous requests for changes to the City’s environmental regulations. These included ideas such as significant changes to, or elimination of, the critical slopes rules, expansion of the stream buffer program, changes to the stormwater management rules, and implementation of rules related to reducing the risk of climate change and climate resiliency. Ultimately, the time, resources, and study necessary to pursue these objectives was beyond the scope of that project and requires its own focused project. The objective of this proposed project would be to align the City’s environmental regulations with the Comprehensive Plan.

Commercial Property Assessed Clean Energy (C-PACE) >>>

C-PACE is a clean energy financing tool that allows commercial building owners to borrow money for energy efficiency, renewable energy, and resilience building projects and make repayments via an assessment on their property tax bill. Virginia has a state-wide program, offered through Virginia Energy and its program administrator, the Virginia PACE Authority, that localities can participate in that would allow local property owners and developers to access the program. City Council would

need to pass an ordinance that would authorize Charlottesville to participate in the statewide C-PACE program. Office of Sustainability staff has been working internally to educate staff across relevant City departments about the program and process. While we were not able to pass the ordinance in FY24, it will roll onto the FY25 Climate Program workplan.

Green Bank Feasibility Study

As clean energy economies and markets expand, various state, local, and private entities have been working to establish green banks. Green banks are specialized financing institutions that use limited public resources to mobilize private investment in clean energy, clean transport, and climate resilience projects. They vary in legal structure and market approach to suit institutional and market landscapes.³ In early 2023, a potential UVA student-led, faculty guided feasibility study for a local green bank was explored. While the initial approach did not move forward, one of the faculty members involved remained interested. Preliminary background information was shared and recently, along with research assistant support, a study has been re-initiated with results anticipated later in 2024. Relevant to this topic, as shared with the UVA study team, is the recent announcement of clean finance networks that have been selected for funding through the National Clean Investment Fund, part of the EPA's Greenhouse Gas Reduction Fund. These coalitions will "create a national clean financing network for clean energy and climate solutions across sectors, ensuring communities have access to the capital they need to participate in and benefit from a cleaner, more sustainable economy".⁴

Flood Resilience Plan

In December 2021, the Virginia Department of Conservation and Recreation (DCR) awarded funds through the Community Flood Preparedness Fund (CFPF) for the development of a flood resilience plan for the City of Charlottesville. This citywide plan was developed by the City's Water Resource Protection Program (WRPP) for approval by DCR to be eligible for future funding through, for example, the CFPF, for flood mitigation projects. The Flood Resilience Plan is an umbrella document that incorporates additional City and regional plans, CIP identification and prioritization efforts, and WRPP initiatives. The resources and strategies listed in the document aim to address the impacts of all flooding, whether local or riverine, while also providing comprehensive solutions that incorporate public safety, economic vitality, and environmental health improvements. DCR issued its approval of the plan in April 2024.

³ Commonwealth Clean Energy Financing Authority. (January, 2022). *Preliminary Market Assessment Report*. Virginia Department of Energy. <https://www.energy.virginia.gov/energy-efficiency/documents/CEFA%20Preliminary%20Market%20Assessment%20Report%20Jan2022.pdf>

⁴ (EPA Press Office, 2024)

Green Building Standards >>>

Public Works, with the support of the Office of Sustainability, are working to develop Green Building Standards (GBS) for all municipally owned buildings, including schools, and to update the City's Green Building Policy. The GBS will formalize the City's commitment to LEED certification for new buildings and major renovations by detailing the high-performance measures all City facilities must meet. It will be inclusive of guidelines for new construction, major renovations, and operations and maintenance of existing buildings. This project is anticipated to be completed in FY25.

Power Purchase Agreements >>>

One of the key barriers to the deployment of large scale solar is the cost of upfront owner financing, especially for tax-exempt entities who are not eligible for the associated investment tax credit. An intriguing option to address this barrier is a power purchase agreement (PPA), a long-term contract arrangement by which a third party installs, owns, and operates an energy system such as a solar PV system and the customer commits to purchasing the system's electric output at a negotiated rate. This approach is being considered in order to secure the largest feasible systems on some of the largest eligible municipal roofs (predominately CCS facilities). Staff are currently evaluating several recent pro bono proposals, cooperative procurement contract options, and various implications (i.e., financial, legal, operational) of this model versus owner financed, owned, and operated.

Composting Program

Public Works and the Office of Sustainability work together to offer several opportunities for compost collection to Charlottesville residents. Currently, there is a year-round 24/7 drop-off program at one downtown location. Charlottesville residents can sign up to get the bin access code and drop off their compostable food scraps at their convenience. Work is underway to expand the program by adding three additional 24/7 drop-off locations in the coming months. A seasonal compost drop-off station is also offered at the City Market. This program is offered during the market season from April through October. Both programs supported by Black Bear Composting. In 2023, Charlottesville residents dropped off 9.5 tons of compostables through these programs, up from 7.2 tons in 2021 and 6.9 tons in 2022.

Additionally, Public Works collects leaves through the Fall City leaf collection program and delivers them to Panorama Farms for composting.

City & School Solar Program

Currently, there are two CCS facilities with on-site solar systems (CHS, which has potential for a larger system and Lugo-McGinness Academy). As part of comprehensive energy audits that were conducted in 2022 by an energy services company, solar capacity was projected for a series of buildings (CHS, CATEC, Burnley-Moran, Greenbrier, Jackson-Via, Johnson, Walker Upper

Elementary). As described above (see PPAs), various funding/financing options are being evaluated as the best strategy for various-sized systems, including City CIP funding, Power Purchase Agreements, and grants. The first option (local funding) now has an added opportunity for access to IRS elective (“direct”) pay through which can result in a federal payment to the City based on project value and characteristics. The installation of solar systems has been a core element of several recent federal grant applications. A requirement for solar installation is the execution of interconnection agreements with Dominion Energy. At this time, approved interconnection agreements have been obtained for systems at both CHS and CATEC, each of which are sized under a capacity threshold so as not to trigger engineering studies by Dominion that could result in added project costs (initial and potentially ongoing) related.

0 East High Street

In November 2023, the City purchased a 20+-acre parcel adjacent to the Rivanna River at 0 East High Street. Much of the land area is located within FEMA’s floodplain boundary, so is not suitable for large-scale development, but is excellent for passive recreation or Park Space. This land purchase is in alignment with the Climate Action Plan, which calls for acquisition of land for public park expansion.

Recycling Coach App Launch

The Department of Public Works partnered with Recycle Coach to launch a free mobile and web app to help make recycling and solid waste information more accessible to City residents.

Residents can access the interactive Recycle Coach app from their desktop computers and mobile devices. After inputting an address into the app, users will receive recycling information customized to where they live, including collection and event schedules, a database explaining what is and isn’t recyclable, important communications from the City, educational content, recycling quizzes, and more. [Learn more and download the Recycle Coach App.](#)

School Bus Electrification Planning

Charlottesville’s pupil transportation service is delivered through Charlottesville Area Transit (CAT). In 2022, Superintendent Gurley made a request that the City explore the possibility of converting the City’s school bus fleet to battery electric (ESBs), in alignment with widespread community support for conversion to ESBs. After the successful application for funding support for two ESBs through EPA’s Clean School Bus rebate program (discussed above in the federal grants section), Office of Sustainability staff convened an interdepartmental group from to begin planning the school bus fleet’s transition from diesel to electric buses. Staff from CAT, Public Works, Neighborhood Development, Budget, and Sustainability are working together to plan for site, infrastructure, training, and future funding needs.

Policy and Regulatory Activity

As mentioned throughout this report, local government work often relies on non-local funding from State or Federal agencies and programs. Our ability to serve the community is also impacted by state and federal policies and regulations. Office of Sustainability staff participate in advocacy at the state level around decisions or policies that shape our work, including through membership in the Virginia Energy and Sustainability Peer Network (VESPN). VESPN's policy committee, chaired by Charlottesville's Director of the Office of Sustainability and supported by staff from the Southeast Sustainability Director's Network, helps local government sustainability staff across the Commonwealth work together to understand, engage, and advocate for climate-friendly state policies.

This year, the City of Charlottesville engaged on the following state energy and climate issues:

- The Regional Greenhouse Gas Initiative, urging the Virginia Air Pollution Control Board to reject attempts to remove Virginia from this market-based, cap-and-invest regional initiative established to cap and reduce power sector CO2 emissions.
- The State Corporation Commission's (SCC) policy towards Dominion Energy's interconnection requirements for distributed energy resources (i.e., solar power generation systems), urging, amongst other point, that the SCC suspend the requirements and initiate investigations on alternative, less expensive communication technologies.

Additionally, the City of Charlottesville signed on to an amicus brief filed by several Virginia localities in support of the petitioner's motion for intermediate relief regarding a lawsuit against the State Air Pollution Control Board for removing Virginia from the Regional Greenhouse Gas Initiative. The revenue generated through RGGI is used for low-income home weatherization work and community flood preparedness, both of which impact Charlottesville's sustainability work.

Community-Led Initiatives Updates

Charlottesville's CAP is a community plan with GHG reduction goals that require action and involvement by the whole community. While the City as a local government can and should be leading many projects, programs, and initiatives, progress is dependent on many other community groups doing important climate work. When the first FY24 Climate Action Workplan was developed, local community partners were invited to contribute their plans for the year. The following are updates provided by those community partners. Updates provided by City Climate staff, and gleaned from other reports and informational sources, are marked with a “*”.

Community-led Solar and EV Charging Installation

In 2023, Charlottesville residents and businesses applied for 123 permits for installing rooftop solar panels and 16 permits for installing at-home electric vehicle charging. This is the second highest number of annual solar installations in Charlottesville, and the highest number of annual EV charger installs. Further boosting uptake of solar, the City offers a tax incentive to property owners who install solar. Twenty-one property owners made use of this tax credit in FY24, representing over \$700,000 worth of solar installations.

Albemarle Housing Improvement Program*

AHIP's Energy Retrofit Initiative, a partnership with the Local Energy Alliance Program (LEAP), improves the efficiency and health of clients' homes, helps homeowners lower operating costs associated with heating and cooling, and reduces the residential energy footprint of our local community. In collaboration, AHIP and LEAP have been able to offer energy audits, emergency repair, and property rehabilitation, all while prioritizing energy efficiency. In 2023, AHIP served 7 households through their City Rehab Program, tackling more comprehensive projects that address a number of repair needs at once. AHIP's Emergency Repair Program served a total of 25 households in Charlottesville, providing services such as HVAC, electrical, and plumbing repairs, roof and window replacements, and the installation of accessibility tools for those with mobile impairments. These repairs and the installation of energy efficiency appliances largely benefit BIPOC-households, children, the elderly, and those living with a disability.

Community Climate Collaborative (C3)

The Green Business Alliance

C3's Green Business Alliance has expanded to 24 member organizations. Total emissions reductions by the first cohort (original 15 members) reached 6,450 metric tons by the end of 2022 and are approaching the target of 45% total reduction by 2025. This has been accomplished by a collective effort focused on energy efficiency, solar power, and fleet management and vehicle conversions. Members have also engaged in secondary actions such as creating Climate Action Plans, installing

EV charging, implementing on-site composting, and providing green benefits to employees to encourage non-car commuting and help accessing in-home climate solutions like solar and EVs.

Make Your Own Impact

C3 hosted its second annual Party for the Planet in October of 2023. The Party for the Planet brought together more than 400 attendees to learn about ways they can take action for climate and recognize the outstanding businesses, advocates, and nonprofit organizations who are taking action to improve our community. Attendees were able to sign up for solar assessments, energy efficiency audits, composting, and EV test drives while learning about other non-profits in the community who are working to build a livable and sustainable future.

Climate Kits for Kids

In partnership with the Office of Sustainability, C3 delivered Climate Activity Kits to Walker Upper Elementary for the fourth consecutive year on May 30, 2024. Fifth grade students helped unload the truck and some acted as kit ambassadors for the classrooms. These ambassadors learned about the kit contents and were equipped to facilitate meaningful engagement with their peers. Climate Kits this year also included a Design Your Own Electric Bus project fresh on the heels of the City's adoption of a 2040 Zero-Emission Transit goal and the announcement of two new EV School Buses for CCS.



Office of Sustainability and C3 staff encourage Walker Upper Elementary students to explore the contents of the distributed climate kits, answering questions and pointing to resources for more climate-related learning.

Energy Efficiency Grants

\$20,000 total was awarded to twelve small, BIPOC-owned businesses in the Charlottesville metro area, which included a contribution from Charlottesville's Office of Economic Development. These upgrades included smart thermostats, LED lighting, new Energy Star appliances, and weatherization

for brick-and-mortar locations. These upgrades directly lead to a 15,000 kg CO₂e reduction in GHG emissions and will save a total of \$5,000 in annual energy costs.

Climate Services

C3 has served ten area non-profits with professional-quality services, free of charge, since launching our Climate Services program in 2023. We have also provided paid services to a variety of small- and mid-sized businesses. Both of these cohorts are often unable to access high-quality consulting on energy and climate action due to limited interest from most consultants.

C3's Blog

Within the last year, C3 has written 30 blogs on various topics with nearly 1000 visits. The most visited blog, "Charlottesville Moves Forward with Zero Emission Fuel Choices," had over 200 readers. The next most popular was part of the "New Year, New Fuel" series, discussing recommendations for Charlottesville's gas decarbonization study.

Transportation Equity

As part of their promotion of transportation equity, C3 had 50 downloads of their Zero Emissions Bus (ZEB) Report. They've hosted webinars on the subject that have had up to 35 attendees and 60 online views. Leveraging as many platforms for in-person and digital communication, they have shared their resources and findings via local television interviews and YouTube views. C3 spearheaded a Recommendations Letter that garnered 644 individual signatures and over 25 organizational endorsements. In August 2023, C3's Climate and Health webinar had over 40 engagements and the corresponding report had 23 downloads. In the realm of environmental justice, C3 released their Climate Justice One-Pager and in July 2023 hosted a film screening and panel in recognition of Latino Conservation Week.

Energy Equity

C3 is highly committed to promoting energy equity and the accessibility of resources and information. In March 2023, their Climate Justice Solar Scorecard Work had 75 material downloads and 65 webinar attendees. In August 2020, their Uncovering Energy Inequity project had 50 downloads of published materials and 88 webinar YouTube views. As mentioned, C3's Climate and Health webinar had over 40 engagements and the corresponding report had 23 downloads.

*Cultivate Charlottesville**

Cultivate Charlottesville is committed to engaging youth and community in building an equitable, sustainable food system through garden-based experiential learning, growing and sharing healthy food, amplifying community leaders, and advocating for food justice. Cultivate Charlottesville's Food Justice Network (FJN) is comprised of 35 organizations working to build a healthy and just food

system in Charlottesville that centers community voices and racial equity. FJN coordinates implementation of the Food Equity Initiative Policy Platform goals towards climate justice and urban agriculture in Charlottesville. In addition to facilitating the FJN, Cultivate Charlottesville hosts gardens and leadership programming at 7 CCS schools. These sites offer environmental education on subjects related to composting, tree stewardship, and promotes practices aligned with making progress towards the City of Charlottesville's climate goals.

Cville 100*

Cville 100 is a coalition of more than a dozen area non-profits working in the climate and environmental space. They bring member organizations together to share information and amplify one another's work. Cville 100 invites presenters from member groups, the local governments, and other experts to their monthly meetings to raise awareness about local environmental work. In 2023, they worked to raise awareness on how climate change is affecting vulnerable groups and prioritized education and local political action. They continue to seek out opportunities to present climate action issues at City Council and County Board meetings and make statements in support of sustainability measures and initiatives.

Generation 180*

Generation 180 is a Charlottesville-based, nationally focused nonprofit working to advance clean energy adoption across the country. With expertise in both the clean energy transition as well as storytelling, Generation 180 uses a variety of communication tools and campaigns to reach a broad audience. Generation 180's EV Ambassador program is among these creative approaches to outreach and education, allowing the lived experience of EV-users to encourage others to explore potential EV adoption for themselves. Current campaigns focus on flipping the script on the energy transition through storytelling and comedy. They also focus on helping schools to electrify their systems, install solar, and transition to electric school buses. Generation 180 makes taking climate action easy through their Electrify your Life and Ride resources.

Local Energy Alliance Program (LEAP)

LEAP is a non-profit organization founded in 2009 with a mission to advance energy efficiency and sustainability in our community. Through energy audits, home energy upgrades, community education and outreach, and workforce development LEAP works to help the community reduce emissions and improve quality of life. Their annual Solarize Virginia campaign is an ongoing initiative that seeks to reduce barriers and increase affordability of rooftop solar adoption.

In 2023, LEAP connected residents across the income spectrum with funded energy efficiency service programs and renewable energy programs, including 12 market-rate installations through Solarize Charlottesville and 21 installations through Dominion Energy's Low-Income Solar program.

They also insulated 53 homes, installed 56 heat pumps and replaced 37 thermostats in the City, all of which are important home energy savings measures. Their 2023 Annual Report is available [here](#).

Piedmont Environmental Council*

Piedmont Environmental Council's commitment to protect and restore the lands and waters of the Virginia Piedmont is demonstrated in their comprehensive approach to climate action and adaptation, working in the areas of solarization, transportation, food justice, and water protection. In 2023, PEC convened its annual Active Mobility Summit as part of the Piedmont Mobility Alliance, launching new collaborative efforts, initiatives, and celebrating wins across organizations and localities to promote access to the outdoors. In partnership with LEAP, PEC remains a key collaborator in *Solarize Piedmont*. Part of the broader Solarize Virginia program, *Solarize Piedmont* makes switching to solar more feasible for homeowners and business owners. With LEAP's support, those living in Albemarle, Clarke, Culpeper, Fauquier, Greene, Loudoun, Madison, Orange, and Rappahannock counties, and the City of Charlottesville can be connected with pre-vetted, high-quality installers offering discounted rates. PEC's *Buy Fresh, Buy Local* area guide offers a one-stop shop for connecting consumers with local farmers, artisans, and retailers. The guide was mailed to 83,780 households and featured over 200 area-specific vendors, promoting sustainable agriculture practices, fostering community, and promoting economic opportunity. Locally, PEC remains a leading voice in the area of surface and groundwater protection and continues to advance conservation programs, reductions in energy demand and the promotion of livable communities.

Piedmont Housing Alliance

Kindlewood Redevelopment

Piedmont Housing Alliance's Kindlewood Redevelopment Project is in Phase 1 of their resident-led redevelopment of the Kindlewood affordable housing community. PHA is committed to incorporating DOE Zero Energy Ready Homes and Enterprise Green Communities standards. PHA installed rooftop solar that is already directly serving residents via reduced utility bills and came close to meeting PHIUS Passive House standards.

Green Business Alliance Partner

PHA is honored to be a member of C3's Green Business Alliance and in partnership will continue to reduce Scope I/II emissions and capture data to reflect their progress.

Inflation Reduction Act Bootcamp and Partnerships

PHA is continuing to translate Inflation Reduction Bootcamp learnings into opportunities to pursue and track IRA resources. So far, ePHA has been awarded \$50,000 from the DOE's Community Power Accelerator for Kindlewood Phase 1, with an opportunity to receive an additional \$200,000 for Phase 2 and \$150,000 in Phase 3. PHA was also awarded \$6M for Kindlewood through HUD's Green and

Resilient Retrofit Program (GRRP). Finally, PHA is joining with Charlottesville partner organizations to explore the feasibility of a \$20M application to the EPA's Community Change Grants Program to support a just transition away from fossil fuel dependency.

Policy and Advocacy Initiatives

In 2023, PHA successfully lobbied for solar to be included as an eligible expense in Virginia Housing's Low Income Housing Tax Credit (LIHTC) program. While advocacy efforts were ultimately unsuccessful, PHA also pushed for Virginia to remain in the Regional Greenhouse Gas Initiative (RGGI).

Piedmont Master Gardeners

Healthy Landscapes Program

Piedmont Master Gardeners Healthy Landscape Program aids Albemarle County and Charlottesville City residents in planning healthy, sustainable landscapes. Based on the eight elements of conservation landscaping by the Chesapeake Conservation Landscaping Council, a total of 23 volunteers conducted 50 site visits, providing information on care and suggestions based on clients' focus areas. 14 of their 50 visits were within the City of Charlottesville. 90% of those who received a site visit found the program helpful and 80% plan to implement recommendations.

Healthy Virginia Lawns

The Healthy Virginia Lawns (HVL) program is a joint venture between Virginia Cooperative Extension (VCE) and the Virginia Department of Conservation and Recreation (DCR). Through this program, Piedmont Master Gardeners provide homeowners in Albemarle County and the City of Charlottesville with science-based information on establishment and maintenance of lawns to reduce unnecessary chemical use that can harm our local waters and the Chesapeake Bay. In 2023, HVL conducted 18 site visits, evaluating over 144,063 square feet of lawn.

Home Landscaping Partnership with Habitat for Humanity

With the goal of assisting Habitat Partner Families (PF) with landscaping their new homes, PMG was able to provide over \$6,000 worth of plants and soil for 24 new homes. The success of this collaboration was driven by 106 volunteers (45 from PMG and 61 from Habitat for Humanity) whose efforts can be seen in the landscaping of the Southwood Development Village 1. The Master Gardeners work with Habitat and Landscape designers to promote the use of native plants. In 2023, between 50-70 % native plants were planted.

Campaigns and Community Education

PMG is a partner in the statewide program *Plant Virginia Natives* where they work alongside local garden centers/retailers to encourage them to increase the supply and variety of native plants they make available to the public. PMG distributed over 6,065 brochures at various public events and will remain engaged in this effort.

PMG's ongoing *Share Your Harvest* campaign is an educational program that is meant to address the issues of food insecurity and food waste. Community members are directed to local food banks and pantries to donate excess food they've grown.

PMG's outreach and education efforts in 2023 included 10 horticultural education classes geared to the novice gardener with over 350 attendees. Eleven Speakers Bureau presentations were given to a variety of community organizations with a total of 524 attendees. These classes and workshops covered topics including native plant propagation, planting for pollinators, why native plants matter, lawn care, pruning, building soil, composting, and water conservation.

PMG's Mobile Help Desks are another outreach effort that saw over 1,824 contacts at various community events and markets in 2023, where they provided accessible information on many topics including soil erosion, composting, and native plants.

Preservation Piedmont

Preservation Piedmont is driven by the protection and rehabilitation of historic buildings, sites, and neighborhoods, as well as the natural and created landscape, traditional routes, and open spaces. In 2023, they remained focused on advocacy and the sharing of information on the importance of preserving embodied carbon in existing buildings through re-use of existing buildings and structures, historic rehabilitations, and energy saving measures. Their ongoing efforts in the realm of preservation and education take the form of collaborations with allied conservation and environmental organizations, increasing awareness of wasteful renovations, and their ongoing support of rehabilitations for historic Black churches, schools, and other significant sites. Additionally, they prioritize hosting low waste meetings and events and support efforts to make our community more walkable, bikeable, and transit supported. More recent initiatives include initial removal of invasive vegetation from the historic Woolen Mills Chapel grounds and establishing an annual removal of invasives on the property, researching potential energy updates to the chapel, monitoring and intentionally decreasing energy usage to avoid wasteful consumption in historic buildings, and ongoing work with the City to help achieve climate action goals.

ReLeaf Cville*

Releaf Cville is a project initiated by the City's Tree Commission concerned with tree planting, tree-canopy preservation, and education. To support their ongoing Neighborhood Tree Restoration, ReLeaf was awarded a 3-year, \$189,900 grant from the Virginia Department of Forestry to preserve

mature trees in neighborhoods with low tree cover, one of only two such programs in the state. ReLeaf will offer free tree care to selected property owners in Fifeville this Fall. In 2023, ReLeaf planted over 130 trees on public and private properties in Rose Hill. ReLeaf's Green Team is now going on its third summer of teaching and inspiring kids to care about the environment, trees and the impacts of climate change on people and their neighborhoods. Partnering with the Rivanna Conservation Alliance, ReLeaf's Green Team will canvas the Woolen Mills neighborhood during the Summer or 2024, offering free trees and teaching property owners how trees help keep our river clean.

Rivanna Solid Waste Authority*

In 2023, The Rivanna Solid Waste Authority collected over 113.35 tons of compostable material and handed out 32,500 compostable bags to the public at their Household Food Waste Compost Drop-off Station at McIntire Recycling Center. RSWA also worked with the Parks and Rec Department to collect and chip all waste wood collected from the City Parks. Woodchip mulch is seasonally available at no cost for pick-up by community members at Ivy Material Utilization Center.

Sierra Club - Piedmont Chapter

The Sierra Club's Piedmont Chapter has awarded Earth Flags to Dark Skies Piedmont and to Rivanna Master Naturalists. Their Earth Flag Program is an ongoing effort committed to recognizing and amplifying the voices of climate activists within the community. Chapter members presented at Piedmont Virginia Community College's Low-Impact Lunch and Learn, were heavily involved in the planning of the City and County's joint Community Read and remain committed to advocating alongside community groups and local activists in the climate space.

Looking Ahead

What's on deck for FY2025?

Climate Action is one of City Council's nine strategic outcome areas. With the adoption of the FY25 budget, City leadership confirmed that climate action is both a policy and a resource priority by allocating \$1 million each year for each of the next five years to a Climate Action Initiatives Fund. Funding is a critically important piece of implementing the Climate Action Plan as many key actions require significant investment. Accessing Federal and State funding also often requires a local match. Having this funding available will allow City staff to do implementation projects and leverage local funds to bring in additional outside investment.

In coordination with departments across the City, the Office of Sustainability has published an updated FY25 Climate Action Workplan. Many of the initiatives from the FY24 Workplan are rolled over either because they are ongoing programs or in-progress projects. There are also new initiatives that will start up in the new fiscal year. In this continuously evolving space, it is imperative to continually be on the lookout for opportunities to engage with and support the work of both internal colleagues and external partners.

New City-led projects and initiatives include:

- Launch a Community Energy Resource Hub in collaboration with Albemarle County, LEAP, and the Community Climate Collaborative to help residents and businesses access and navigate federal, state, and local energy programs
- Initiate a community-wide EV Charging Study that will contemplate future charging needs for both the City of Charlottesville and Albemarle County and examines opportunities for municipal fleet electrification
- Integrate first battery-electric buses into CAT fleet
- Plan for school bus fleet electrification
- Launch an electric bike incentive pilot
- Produce an updated Urban Forest Management Plan that covers trees throughout the City on both public and private property
- In collaboration with Albemarle County and UVA, launch the Climate Resilience Cohort as part of the ongoing Resilient Together Project
- Complete initial energy-savings projects under the recently established Master Energy Performance Agreement
- Launch an internal *Sustainability in the Workplace* program
- Pilot electrification of landscaping equipment used by Parks and Rec
- Expand the 24/7 composting drop-off program to additional locations

In coordination with the 2024 Climate Action update and the release of this report, the Office of Sustainability has launched a [Climate and Sustainability Dashboard](#). This is an online tool meant to

be both transparent and interactive. It has information about the Climate Action Plan, City- and community-led programs and initiatives, and how community members can get involved in climate action.

Call to Action

Reducing greenhouse gas emissions and adapting to the impacts of climate change will be both more difficult and more expensive than the business-as-usual scenario. However, doing the work of mitigating and adapting to climate change is investing in our community and our future. Doing this work well will make Charlottesville a better, safer, and healthier place to live for all our community members. The co-benefits of climate work are many: improved air quality, increased public health, more affordable and comfortable homes, healthier ecosystems, cleaner, quieter transportation, and resilience. A climate-ready city is more livable and connected and serves a greater number of people better than a city that has not begun to plan ahead for the changes that are coming. A climate-ready city is also one that will bounce back from shocks and stressors more quickly and fully than one that has not considered the future.

This climate-ready future Charlottesville is one that will take all of us to build; it is not work the local government can do without support from and participation by community members and organizations alike. Our community is fortunate to have so many individuals, businesses, and non-profits already working on climate solutions. There are many services that can be accessed and ways to volunteer or get involved. So, roll up your sleeves and get involved.

It is a magnificent thing to be alive in a moment that matters so much. Let's proceed with broken-open hearts, seeking truth, summoning courage, and focused on solutions.

- Ayana Elizabeth Johnson and Katharine K. Wilkinson, from *All We Can Save*

Acknowledgements

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Additional thanks to our community partners who committed to the climate action workplan:

- Albemarle Housing Improvement Project
- Community Climate Collaborative (C3)
- Cultivate Charlottesville
- Cville100
- Generation 180
- Local Energy Alliance Program (LEAP)
- Piedmont Environmental Council (PEC)
- Piedmont Housing Alliance (PHA)
- Piedmont Master Gardeners
- Preservation Piedmont
- ReLeaf C'ville
- Rivanna Solid Waste Authority
- Sierra Club – Piedmont Chapter
- Thomas Jefferson Soil and Water Conservation District
- Albemarle County Climate Team

City of Charlottesville-led Initiatives and Programs						
Initiative/Programs	City Council Priority	GHG Reduction Impact	Funding Status	Timing	Lead	Notes
Resilient Together	Y	PreReq	Funded	In Progress	OS	Collaborative climate adaptation and resilience planning process with Albemarle County and UVA
Transit Zero Emissions Bus (ZEB) Transition	Y	H	Partial	In Progress	CAT	Planning to integrate battery electric buses and fuel cell electric buses
Gas Decarbonization Study	Y	PreReq	Funded	In Progress	Utilities	Public Engagement planned for Summer 2024; Final Report expected from B&V Fall 2024
City Environmental Regulations Review	Y	PreReq	Funded	FY25	NDS	Needed to address climate mitigation, adaptation, and resilience
C-PACE Program Establishment	Y	PreReq	None Needed	FY25	OS	Private sector climate/resilience project funding tool; Opt-in to Statewide Program
Community-Wide EV Charging Infrastructure Study		PreReq	Funded	FY25	OS	Consultant supported; to be completed in partnership with Albemarle County; Study contemplates charging infrastructure needed for public use and City light duty vehicle fleet
EV Infrastructure Assistance Grant		L	Funded	Ongoing	OS	Provides partial funding to local businesses to install publicly accessible EV charging
Residential Energy Efficiency and Renewable Energy Deployment	Y	H	Funded	Ongoing	OS	Partnership with LEAP
Community Energy Resource Hub	Y	H	Funded	In Progress	OS	Expanding partnership with LEAP and C3 to help community better understand and access federal, state, and local home and business energy programs; Planning underway, anticipated open in January 2025
Energy Efficiency and Conservation Block Grant		M	Formula Funded Grant	In Progress	OS	Funding home energy audits for City residents up to 150% AMI
C-SITE Grant Application		PreReq	Grant + local match	Submitted May 2024	OS	Energy-saving retrofit project + solar PV at CATEC

EPA Clean School Bus Rebate		M	Grant + local match	Awarded May 2024	OS/CAT	Funding for 2 pilot electric school buses (ESBs); procurement in FY25
Electric Bike Incentive Pilot		L	Funded	FY25	NDS/OS	Expand access to new mode of transportation and make biking a realistic commuter choice. Provide related educational resources.
School Bus Electrification Transition Planning		M	Funded	FY25	OS	Working group to plan for transition to electric school buses
Other Grant Opportunity Tracking/Pursuit	Y	PreReq	None Needed	Ongoing	OS	Ongoing program activity; IRA and BIL funding opportunities will exist over the next 3 - 10 years
Urban Forest Management Plan		PreReq	Funded	FY25	P&R	Grant supported; Updating and expanding current plan to integrate climate and equity considerations
Home Improvement/Energy Efficiency		M	Funded	Ongoing	OCS	Annual allocations for affordable housing development and "entitlement" from U.S. Dept. of Housing and Urban Development (HUD) for home improvements
Charlottesville Gas Energy Efficiency Program		M	Funded	Ongoing	Utilities	Annual program elements include energy efficiency improvements, education, and outreach
Attic Insulation Rebate		M	Funded	Ongoing	Utilities	Annual program promotes energy efficiency improvements
Programmable Thermostat Rebate Program		M	Funded	Ongoing	Utilities	Annual program promotes energy efficiency
Carbon Offset Natural Gas Program			Funded	Ongoing	Utilities	Strategy to offset CO2 emissions
Energy Saving Trees Program		L	Funded	Ongoing	Utilities	Partnership with the Arbor Day Foundation; Bi-annual program promotes energy conservation and carbon sequestration
Clean Energy Tax Abatement Program		M	Funded	Ongoing	Treasurer	Tax incentive related to residential solar and energy efficiency
Power Purchase Agreement (PPA)	Y	H	Funded	FY25	OS	Procurement method to access renewable power on City/School buildings
City & Schools Solar PV Program		M	Funded	Ongoing	OS/FD	Annual program activity; upcoming projects: Bypass Fire Station, CHS
LED Streetlight Conversion	Y	L	Funded	In Progress	OS/PWD	Conversion of all Dominion-owned streetlights to LED; project to take 2 - 3 years
Green Building Standards for New Construction and Major Renovations	Y	PreReq	Funded	In Progress	PWD	Formalize high performance building standards across the City organization; update green building policy

Municipal Energy Performance Program		H	Partially Funded	In Progress	OS/PWD	First project under Energy Master Agreement underway; additional projects under development
Municipal Building Electrification Study		PreReq	Funded	FY25	OS	Initial analysis of electricification feasibility for City/School facilities
Community Education & Outreach Work		PreReq	Funded	Ongoing	OS	Annual program activity; focused on making information, programs, and services equitable, accessible, and widespread
GHG Inventory		PreReq	Funded	Annual	OS	Annual program activity
Composting Program		L	Funded	Ongoing	OS/PWD	Annual program activity
Urban Tree Planting		L	Funded	Ongoing	P&R	Annual program activity; limited program scope
Bicycle Infrastructure		L	Funded	Ongoing	NDS	Annual program activity; limited program scope
New Sidewalks		L	Funded	Ongoing	PWD	Annual program activity; limited program scope
Sustainability in the Workplace Program		L	Funded	FY25	OS	Deploy employee engagement program to encourage sustainability at work
Climate Working Group		PreReq	Funded	FY25	OS	Establish inter-departmental working group for operationalizing Climate Action Plan throughout the City organization
P&R Landscaping Equipment Electrification Pilot		L	Funded	FY25	P&R	Pilot program for electrifying power tools used by Parks for maintenance of some City parks & facilities



CHARLOTTESVILLE
Acting on Climate Together

Climate Action Update

July 15, 2024

Agenda

- Introduction
- GHG Inventory Update
- Climate Action Update
- Sustainability Dashboard
- FY25: Looking Forward
- Questions



Charlottesville's Climate Action Plan

Guiding Principles: *effectiveness, affordability, equity, and inclusivity*

Emissions Reduction Goals

2030: 45%
Reduction
2050: Carbon
Neutrality

Strategies

Enduring

Designed to get us
to 2030 goal and
position us to meet
2050 goal

Key Actions

Dynamic

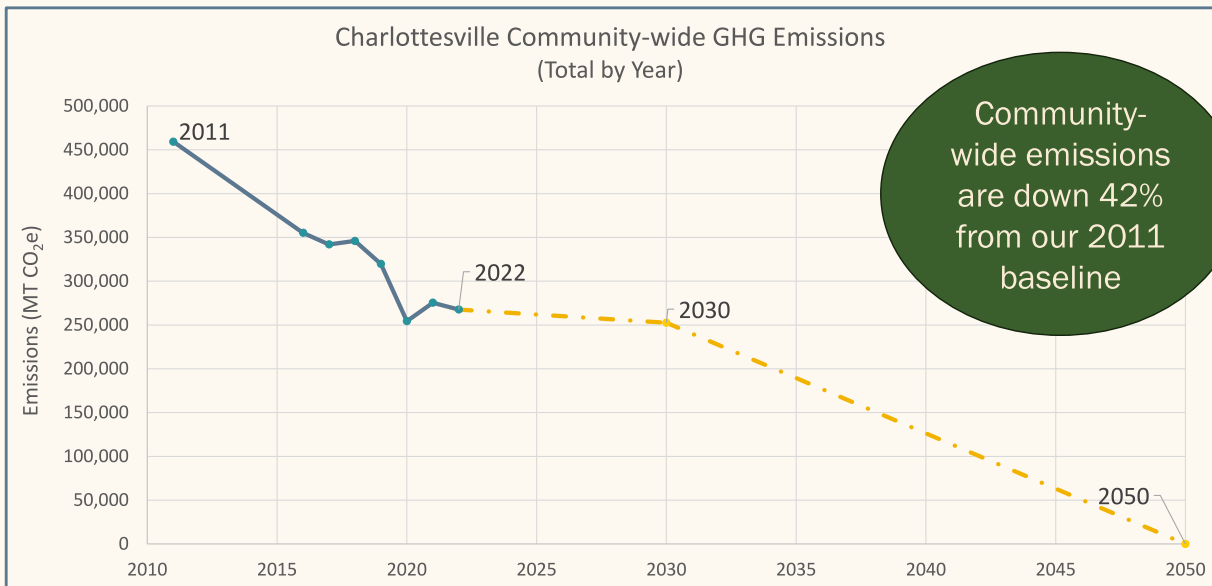
Designed to be
completed, crossed
off, with new
actions being
added over time

charlottesville.gov/climateplan

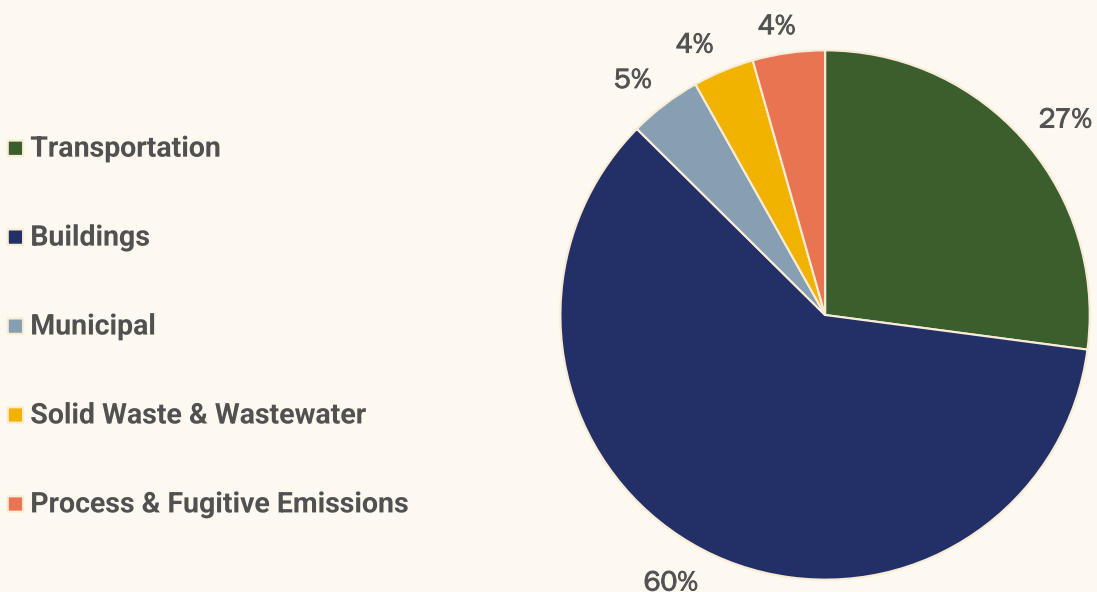


GHG Inventory Update

Updated GHG Inventory – 2022 Emissions Data



2022 GHG Emissions Sources



Community-wide Inventories

Sector	CO ₂ e (MT)							
	2011	2016	2017	2018	2019	2020	2021	2022
Transportation & Mobile Sources	128,835	92,648	92,218	90,938	91,205	73,995	74,183	75,874
Solid Waste	24,694	16,302	16,687	16,721	16,425	5,509	9,066	10,289
Water & Wastewater	-	271	271	271	271	196	286	196
Commercial Energy *	170,003	123,838	118,810	115,046	101,688	80,820	89,583	88,804
Industrial Energy	372	195	190	208	200	197	237	180
Residential Energy	135,405	108,393	100,986	107,699	96,389	82,891	89,475	79,962
Process & Fugitive Emissions	-	13,556	12,857	15,078	13,555	10,753	12,583	12,343
Total	459,309	355,203	342,019	345,961	319,733	254,361	275,413	267,648
% change from 2011		-23%	-26%	-25%	-30%	-45%	-40%	-42%

* The Commercial Energy Sector includes Municipal and Non-Municipal Government energy consumption

Municipal Inventories

Sector	CO ₂ e (MT)							
	2011	2016	2017	2018	2019	2020	2021	2022
Buildings & Facilities **	11,430	8,702	8,746	8,436	7,711	5,631	6,422	6,833
Streetlights & Traffic Signals	2,001	1,301	1,211	1,108	987	892	929	921
Vehicle Fleet	6,015	6,030	6,031	5,769	5,374	4,952	4,803	4,681
Total	19,446	16,033	15,988	15,313	14,072	11,475	12,154	12,435
% change from 2011		-18%	-18%	-21%	-28%	-41%	-37%	-36%

** Includes City Government and City School Buildings and Facilities

Inventory Takeaways

Near-term GHG reduction goal: 45% by 2030

- Community emissions are down 42% from 2011 baseline
 - Greatest recent drop is in residential energy use, which is down 10.6% in 2022 from 2021
 - Transportation emissions are down 41% from baseline
- Municipal emissions are down 36% since 2011 baseline
 - Municipal emissions are up slightly (~1%) in 2022 from 2021
- “Grid-greening” has had a major influence
 - On a per-kWh basis, emissions from electricity have declined 38% since 2011



Reporting

- Global Covenant of Mayor’s Commitment
- Annual reporting through CDP
- 2023 CDP score: A-
- 2022 CDP score: B
- 2021 CDP score: C



BADGES 2023

CHARLOTTESVILLE, VA



MITIGATION

Inventory > Target > Plan



ADAPTATION

Assessment > Goal > Plan



ENERGY

Assessment > Goal > Plan



COMPLIANCE

CITIES EARN THE COMPLIANCE BADGE WHEN THEY COMPLETE THE MITIGATION AND ADAPTATION PILLARS. THE ENERGY PILLAR IS CURRENTLY NOT REQUIRED TO EARN THE COMPLIANCE BADGE.

www.globalcovenant-usa.org/

The Global Covenant of Mayors for Climate and Energy is the largest global alliance for climate leadership in cities, funded in the Americas by the European Union.



Funded by
the European Union





Climate Action Update

Buildings & Energy

- Residential Energy Efficiency & Renewable Energy Deployment (in partnership with LEAP)
- Energy & Water Management Program
- Master Energy Performance Agreement
- Gas Utility Decarbonization Study
- Utilities-led Energy Efficiency Programs
- Gas Service New Connection Fee
- Zoning Ordinance Update
- Community-led Solar & EV charging Installation
- C3 Climate Services
- PHA Kindlewood Redevelopment



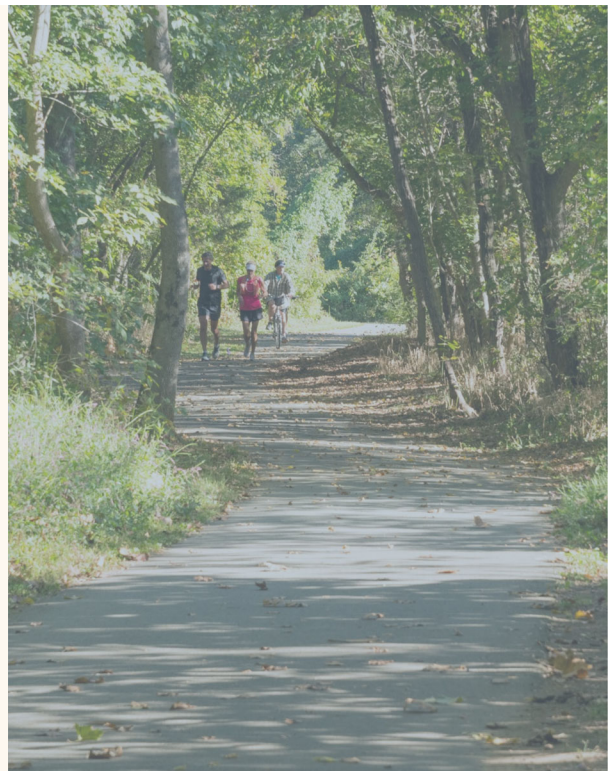
Transportation

- Transit Alternative Fuels Study
- EV Infrastructure Grant Program Re-launch
- Bicycle & Pedestrian Infrastructure Improvements
- Micromobility Services
- Transportation Equity & Advocacy
- Piedmont Mobility Alliance



Other Actions

- LED Streetlight Conversion Project
- GO Solar Program
- Composting Programs
- Recycle Coach Tool
- Urban Tree Planting
- Invasive Species Management
- Parkland Acquisition - 0 East High Street
- Flood Resilience Plan
- ReLeaf Neighborhood Tree Restoration
- PMG Healthy Landscapes



Resilient Together

Adaptation & Resilience planning is a requirement of the City's GCoM commitment

- Collaborative Climate Adaptation and Resilience planning project – City, County, UVA
- Public Launch – September 2023
 - Presentations – public & private
 - Staff & Stakeholder Workshops
 - Public Events
 - Media
- EPA Grant (AlbCo-led) received for inclusive community engagement - \$460k



Federal Grants

- EPA Environmental Justice Government to Government (EJG2G) - \$460k
- USDA Forest Service Urban and Community Forestry Grant - \$150k grant + \$150k supplement (Climate Fund)
- EPA Clean School Bus Rebate - \$420k
- DOE Energy Efficiency & Conservation Block Grant – \$76,840 (formula funds)
- DOE Communities Sparking Investment in Transformative Energy (C-SITE) - \$1.6m + \$97k match (from CF)
- PHMSA Natural Gas Distribution Infrastructure Safety & Modernization (NGDISM) - \$7.1m





**CHARLOTTESVILLE**
Acting on Climate Together

DASHBOARD ACTION PLAN WHAT YOU CAN DO Q

Charlottesville Climate and Sustainability Action Dashboard

Acting on Climate Together

Charlottesville is committed to reducing our climate pollution while building a safer, healthier, and more sustainable community.

climateaction.charlottesville.gov



Charlottesville Climate and Sustainability Action Dashboard

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Community Strategies and Actions <

Explore the strategies and actions laid out in the Charlottesville Climate Action Plan

BUILDINGS AND ENERGY



TRANSPORTATION



WASTE



NATURE BASED SOLUTIONS



FINANCING AND FUNDING



Community Strategies and Actions <

Explore the strategies and actions laid out in the [Charlottesville Climate Action Plan](#)

BUILDINGS AND ENERGY



TRANSPORTATION



WASTE



NATURE BASED SOLUTIONS



FINANCING AND FUNDING



Community Strategies and Actions <

Explore the strategies and actions laid out in the [Charlottesville Climate Action Plan](#)

BUILDINGS AND ENERGY



Strategy 1

Move New Construction closer to Net-Zero through increased levels of energy efficiency, incorporation of onsite renewable energy and solar-ready building standards



Strategy 2

Increase energy efficiency and onsite renewable energy use in existing buildings



Strategy 3

Support transition to carbon-free sources and carbon-neutrality for building energy supply



Action	Description	Status
Action 1	Continued support of the Virginia Clean Economy Act, ensuring renewable sources for grid-supplied electricity in Charlottesville	<div><div></div></div>
Action 2	Prioritize transition to electric for the Miscellaneous Heating Fuels that contribute to the Buildings and Energy sector emissions	<div><div></div></div>
Action 3	Complete analysis of decarbonization options for Charlottesville Gas through the Decarbonization of Gas Utility Study	<div><div></div></div>
Action 4	Ensure the zoning code is supportive of renewable energy systems	<div><div></div></div>

Strategy 4

Support increased energy efficiency and renewable energy through innovative financing mechanisms that enable and leverage private action and investment



Community Strategies and Actions <

Explore the strategies and actions laid out in the [Charlottesville Climate Action Plan](#)

BUILDINGS AND ENERGY



TRANSPORTATION



WASTE



NATURE BASED SOLUTIONS



FINANCING AND FUNDING











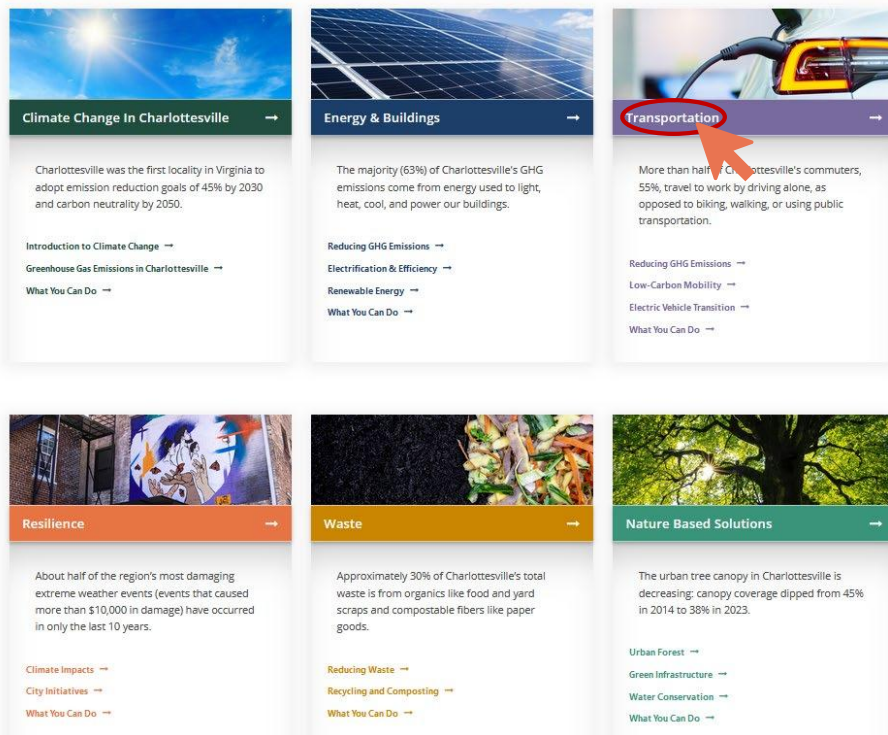
Charlottesville Climate and Sustainability Action Dashboard

Acting on Climate Together

Charlottesville is committed to reducing our climate pollution while building a safer, healthier, and more sustainable community.

climateaction.charlottesville.gov

 <p>Climate Change in Charlottesville →</p> <p>Charlottesville was the first locality in Virginia to adopt emission reduction goals of 45% by 2030 and carbon neutrality by 2050.</p> <p>Introduction to Climate Change →</p> <p>Greenhouse Gas Emissions in Charlottesville →</p> <p>What You Can Do →</p>	 <p>Energy & Buildings →</p> <p>The majority (63%) of Charlottesville's GHG emissions come from energy used to light, heat, cool, and power our buildings.</p> <p>Reducing GHG Emissions →</p> <p>Electrification & Efficiency →</p> <p>Renewable Energy →</p> <p>What You Can Do →</p>	 <p>Transportation →</p> <p>More than half of Charlottesville's commuters, 55%, travel to work by driving alone, as opposed to biking, walking, or using public transportation.</p> <p>Reducing GHG Emissions →</p> <p>Low-Carbon Mobility →</p> <p>Electric Vehicle Transition →</p> <p>What You Can Do →</p>
 <p>Resilience →</p> <p>About half of the region's most damaging extreme weather events (events that caused more than \$10,000 in damage) have occurred in only the last 10 years.</p> <p>Climate Impacts →</p> <p>City Initiatives →</p> <p>What You Can Do →</p>	 <p>Waste →</p> <p>Approximately 30% of Charlottesville's total waste is from organics like food and yard scraps and compostable fibers like paper goods.</p> <p>Reducing Waste →</p> <p>Recycling and Composting →</p> <p>What You Can Do →</p>	 <p>Nature Based Solutions →</p> <p>The urban tree canopy in Charlottesville is decreasing: canopy coverage dipped from 45% in 2014 to 38% in 2023.</p> <p>Urban Forest →</p> <p>Green Infrastructure →</p> <p>Water Conservation →</p> <p>What You Can Do →</p>



Low-Carbon Mobility

How We Get Around Matters <

While there are some trips we can avoid altogether, we all still need to get around. Currently, the majority (55%) of Charlottesville residents commute to work by driving alone.

Transportation options such as public transit and carpooling reduce the energy required per person by serving many people with one trip. Others - walking, biking, and working from home - use no transportation fuels at all. Adding these travel alternatives to your routine even one day a week results in big changes to GHG emissions over time.





What You Can Do

Use the resources below to take climate action in our community

Climate Change in
Charlottesville

Energy & Buildings

Transportation

Resilience

Waste

Nature Based Solutions



What You Can Do

Use the resources below to take climate action in our community

Climate Change in
Charlottesville

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Nature Based Solutions



Energy & Buildings <

What You Can Do

Use the resources below to take climate action in our community

Climate Change in
Charlottesville

En

Resilience



Solarize Your Home or Business

[Solarize Virginia](#)

Schedule an Energy Audit with Our Trusted Partner

[LEAP Home Energy Assessment](#)

Save Money and Energy in Your Home

[Home Energy Savings Tips](#)

Improve the Energy Efficiency of Your Home

[Energy Smart Rebates](#)



Looking Ahead: **FY25 Workplan – New Items**

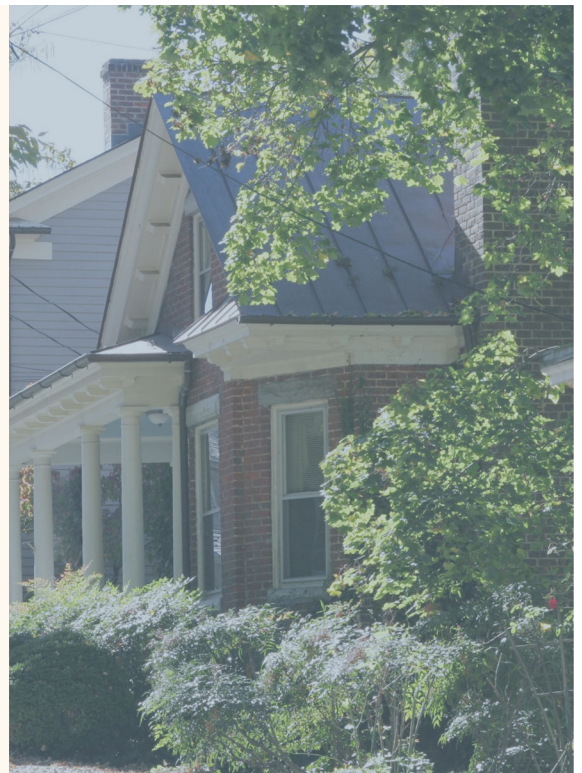
Community-Wide EV Charging Study

- Contemplates future needs for community charging infrastructure
 - Public, Private, Workplace
- Examines opportunities for municipal fleet electrification (non-emergency, light-duty fleet)
- Collaboration with Albemarle County
- Cost: ~\$110k from CF



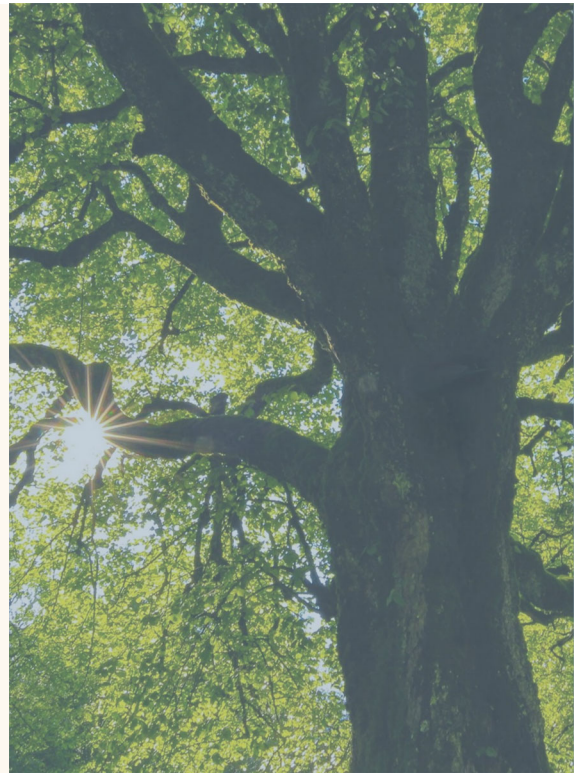
Community Energy Resource Hub

- Hub will assist residents & businesses access Federal, State, and local clean energy programs
- Goal is to leverage incentives funding
- Virtual and in-person navigation services
- Partnership with LEAP, C3, and Albemarle County
- Cost: \$100k from CF
- Planning underway; aiming for January 2025 launch



Urban Forest Management Plan

- Updated comprehensive and adaptive management plan aligned with the Comp Plan, CAP, and CRVA
- To address forest management, canopy retention and advancement, vegetation analysis, and volunteer/workforce program
- Cost: \$150k grant from USDA; ~\$150k from CF
- Currently in proposal review stage



Climate Resilience Cohort

Component of the Resilient Together Project

- Seeking up to ten community-based organizations who serve disadvantaged or underserved community members
- Selected organizations will receive \$15k to engage in planning process and \$25k to implement a community-led resilience project
- Designed to center vulnerable community members centered in the climate adaptation and resilience plan
- Funded through the EPA EJG2G grant



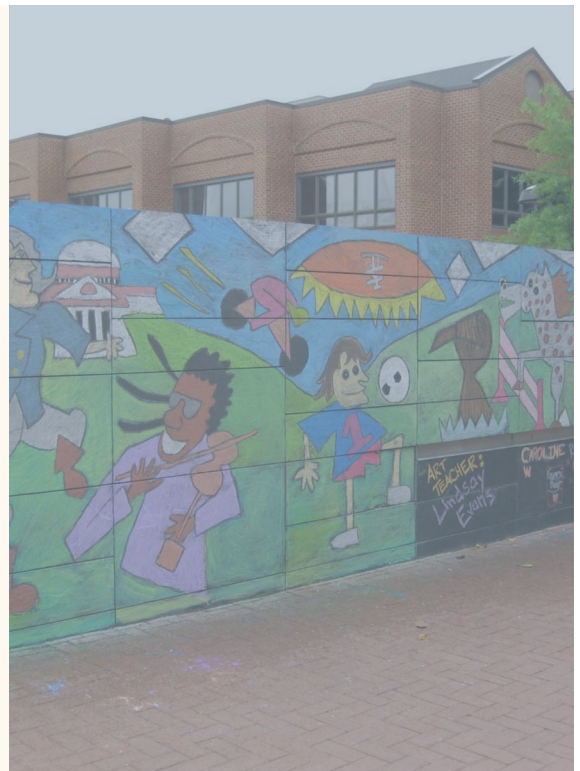
Municipal Energy Performance Program

- 2022 – Energy Audits performed on all City facilities
- 2024 – Master Energy Performance Contract established between ESCO and City
- First municipal energy savings project currently in progress; working on next city building, lighting-focused project scope
- Initiating a municipal building electrification study



Sustainability in the Workplace Program

- Internal program to promote employee actions in the workplace
- Will focus on broad sustainability as well as climate action and DEIA elements
- Developing additional employee education/engagement opportunities
- Establishment of an interdepartmental Climate Action Working Group for collaboration and accountability



Other Upcoming Initiatives

- C-PACE
- Municipal Green Building Standards
- Power Purchase Agreements
- School Bus Electrification Planning
- E-bike Subsidy Program
- 24/7 Compost Program Expansion
- Landscape Equipment Electrification Pilot



Thank You!

Questions?



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



Agenda Date:	July 15, 2024
Action Required:	Report
Presenter:	Hunter Smith, Human Services Planner, Misty Graves, Director of Human Services
Staff Contacts:	Misty Graves, Director of Human Services
Title:	Vibrant Community Fund Update

Background

The Vibrant Community Fund panel is tasked by the City of Charlottesville with reviewing community agency program funding requests to the City and providing ratings recommendations to the Charlottesville City Manager and City Council. City staff serve as the grant managers for the Vibrant Community Fund process, including issuing the application, facilitating orientation and training, providing technical assistance to applicant agencies, organizing and staffing panel meetings, and preparing the final report. City Council makes the final budget approvals.

Discussion

Honoring the practice of continuous process improvement, the Vibrant Community Fund staff intends to incorporate upgrades to implementation, communication and training for the FY 26 budget cycle. This report serves as an opportunity to engage the Council and also to inform community members regarding the Vibrant Community Fund. This report will include an overview of the Vibrant Community Fund process and discuss upcoming changes for consideration. Orientations for potential applicants will take place in August and the application will launch in early September.

Alignment with City Council's Vision and Strategic Plan

The Vibrant Community Fund strives to make granting experiences equitable and inclusive, which aligns with the City's vision that includes a commitment to Justice, Equity, Diversity, and Inclusion. Additionally, the applications considered through the Vibrant Community Fund process supports the strategic priorities of public safety, education, economic prosperity, recreation, and arts, and culture.

Community Engagement

For the FY 25 cycle, the City received 45 applications for operational funding and 21 applications from Arts and Cultural organizations. Staff also held feedback sessions after the FY 25 budget with applicants and review team members to continue to incorporate input to inform any improvements or changes.

Budgetary Impact

Historically, the budget for the Vibrant Community Fund has been approximately 2 million dollars.

Recommendation

Staff recommends the Council's continued support of the Vibrant Community Fund process for FY 26.

Alternatives

If the V.C.F is not implemented or funded, then non-profit organizations may not be able to fulfill their mission due to lack of City funding. This may be detrimental to the overall well-being of City residents.

Attachments

None



CHARLOTTESVILLE CITY COUNCIL MEETING MINUTES

April 1, 2024 at 4:00 PM

Council Chamber

The Charlottesville City Council met on Monday, April 1, 2024. Mayor Juandiego Wade called the meeting to order. Clerk of Council Kyna Thomas called the roll, noting all councilors present: Mayor Juandiego Wade, Vice Mayor Brian Pinkston and Councilors Natalie Oschrein, Michael Payne, and Lloyd Snook.

On motion by Pinkston, seconded by Payne, Council unanimously adopted the meeting agenda.

REPORTS

1. **REPORT: Affordable Housing Report FY2024**

Antoine Williams, Housing Program Manager, presented the report. The report on Affordable Housing provided a focused analysis of the city's Capital Housing Investment in alignment with its 2021 Affordable Housing Plan, evaluating the progress made in achieving the plan's objectives, particularly concerning the distribution of funding across various Area Median Income (AMI) ranges and the production or preservation of affordable housing units. The report included an overview of the city's performance based on the funding commitments outlined in the Affordable Housing Plan and highlighted updates on implementation considerations and action items mentioned by Sam Sanders as Deputy City Manager of Operations in April 2022.

Director Alex Ikefuna summarized projects being tracked by the Office of Community Solutions with the intention of developing affordable housing.

2. **REPORT: Public Safety Outcome Area: FLOCK**

Police Chief Michael Kochis reported on community outreach efforts regarding the pilot Flock Safety Proposal introduced in Fall 2023. He stated that community feedback was overwhelmingly positive and that there were also some privacy concerns. Chief Kochis expressed a commitment to provide quarterly reports and stated that the Executive Director of the Police Civilian Oversight Board (PCOB) will have access for auditing officer use of the Flock technology. Councilors asked clarifying questions and several expressed concerns about funding from the Police Foundation, the usage of data internally and by the technology provider, how locations for cameras were determined without knowing how they will be installed, how alerts are triggered, potential for errors and metrics for evaluating success. By a straw poll Council indicated support for a twelve-month pilot program with a 3-2 majority in favor: (Ayes: Pinkston, Snook, Wade; Noes: Oschrein, Payne).

With no items for a closed meeting, Mayor Wade recessed the meeting until 6:30 p.m.

BUSINESS SESSION

City Council began the Business Session by observing a moment of silence.

ANNOUNCEMENTS

Councilor Snook announced a Charlottesville Sister City delegation visit from Besancon, France, from April 12 - 18.

Councilor Payne announced an event to honor parents of the Charlottesville Twelve on April 13.

RECOGNITIONS/PROCLAMATIONS

• PROCLAMATION: Charlottesville Dark Sky Week

Councilor Oschrein presented the Dark Sky Week proclamation. Peggy Cornett accepted on behalf of Piedmont Dark Skies Group.

COMMUNITY MATTERS

Mayor Wade opened the floor for comments from the public.

1. Andrew Shelton, Albemarle County resident, spoke in opposition to the installation of Flock cameras, specifically because of the potential for civil rights abuse.
2. Rose Buckelew, city resident, spoke in opposition to the installation of Flock cameras, stating there is no peer-reviewed study to show that ALPRs (Automated License Plate Readers) decrease crime. She also spoke in support of the proposed resolution for ceasefire in Gaza.
3. Kristin Szakos, city resident, spoke in support of the proposed resolution for ceasefire in Gaza.
4. Laura Goldblatt, city resident, spoke in support of the proposed resolution for ceasefire in Gaza.
5. David Swanson, city resident, spoke in support of the proposed resolution for ceasefire in Gaza.
6. Don Gathers, city resident, spoke in support of the proposed resolution for ceasefire in Gaza, and in opposition to the Flock program.
7. Jake Weiner, city resident, spoke in support of the proposed resolution for ceasefire in Gaza, and in opposition to the Flock program.
8. Chris Kaiser, city resident and policy director for the ACLU of Virginia, voiced concerns on behalf of the ACLU, the Legal Aid Justice Center, and Justice Forward Virginia regarding the Flock program.
9. Dan Alexander, Albemarle County resident and rabbi emeritus, stated that the proposed ceasefire resolution was one-sided and he asked Council not to pass the resolution.
10. Harold Folley, city resident, spoke in opposition to the Flock program.
11. Elizabeth McKenney, city resident, spoke in support of the proposed resolution for ceasefire in Gaza.
12. Jessica, city resident, spoke in support of the proposed resolution for ceasefire in Gaza.
13. Jonathan Katz, city resident, spoke in support of the proposed resolution for ceasefire in Gaza.

14. Karen Mann, Fluvanna resident and local pastor, spoke in support of the proposed resolution for ceasefire in Gaza.
15. Jenny Lagury, city resident, requested that Council vote in favor of the proposed resolution for ceasefire in Gaza. She spoke about city efforts to atone for past injustices.
16. Nikuyah Walker, city resident, spoke in opposition to the Flock program and expressed strong concerns. She asked for virtual comments to be allowed in Council meetings and for Council to add public comment during the 4:00 p.m. work session. She spoke about historical abuse of systems and the specific local disparate impact to Black and Brown children.

CONSENT AGENDA

Clerk Thomas read the following Consent Agenda items into the record. No members of the public came forward to speak.

On motion by Pinkston, seconded by Oschrein, Council adopted the Consent Agenda by a vote of 5-0 (Ayes: Oschrein, Payne, Pinkston, Snook, Wade; Noes: none).

3. MINUTES: January 22 regular meeting, January 26 Council retreat, February 1 special meeting and budget work session, February 7 joint Council-School Board budget work session, March 14 budget work session, March 21 budget forum and public hearing, March 26 decarbonization work session
4. RESOLUTION: Resolution to appropriate USDA Forest Service Urban and Community Forestry Inflation Reduction Grant for Charlottesville Urban Forest Management Planning - \$150,000 (2nd reading)

RESOLUTION

Appropriating Funding in the Amount of \$150,000 To Be Received from Urban Sustainability Directors Network (USDN)

WHEREAS, The City of Charlottesville, through the Office of Community Solutions, has been notified that it will be awarded a grant from Urban Sustainability Directors Network (USDN) for the United States Forest Service (USFS) Investment Recovery Act (IRA) Federal Award, in the amount of \$150,000.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that, upon receipt of the USFS IRA funding from the Urban Sustainability Directors Network, said funding, anticipated in the sum of \$150,000, is hereby appropriated in the following manner:

Revenues			
\$150,000	Fund 210	Order 1900548	GL 432190 (Federal pass-thru)
Expenditures			
\$150,000	Fund 210	Order 1900548	GL 599999 Contractual Services

BE IT FURTHER RESOLVED that this appropriation is conditioned upon receipt of \$150,000 in funds from the Urban Sustainability Directors Network.

5. RESOLUTION: Resolution appropriating funding in the amount of \$21,458 to be received from Library of Virginia Circuit Court Records Preservation Grants Review Board (2nd reading)

RESOLUTION

Appropriating Funding in the Amount of \$21,458 to be received from Library of Virginia Circuit Court Records Preservation Grants Review Board

WHEREAS, The City of Charlottesville, through the Clerk of Circuit Court Office, has been notified that it will be awarded a grant from the Library of Virginia Circuit Court Records Preservation Grants Review Board (CCRP), in the amount of \$21,458;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that, upon receipt of the CCRP funding from the Commonwealth, said funding, anticipated in the sum of \$21,458, is hereby appropriated in the following manner:

Revenues

\$21,458	Fund 209	Order 1900546	GL 430110 State Grants
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Expenditures

\$21,458	Fund 209	Order 1900546	GL 530010 Professional Services
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BE IT FURTHER RESOLVED that this appropriation is conditioned upon receipt of \$21,458 from the Library of Virginia Circuit Court Records Preservation Grants Review Board.

6. ORDINANCE: Ordinance amending the Charlottesville Code of Ordinances, Section 2-98(b) to increase the appropriation amount requiring two readings from \$1001.00 to \$5000.00. (2nd reading)

AN ORDINANCE AMENDING CITY CODE SECTION 2-98 INCREASING THE AMOUNT THRESHOLD FOR APPROPRIATIONS REQUIRING A SECOND READING

7. RESOLUTION: Award of FY24 Charlottesville Affordable Housing Fund (CAHF) and FY25 Housing Operations and Program Support (HOPS)
- a. RESOLUTION: Resolution to award FY24 Charlottesville Affordable Housing Funds (CAHF) Grants (2nd reading)

RESOLUTION APPROVING ALLOCATION OF FY24 CHARLOTTESVILLE AFFORDABLE HOUSING FUND (CAHF) FOR AFFORDABLE HOUSING PROJECTS AND INITIATIVES IN THE AMOUNT OF \$835,000

WHEREAS, the City of Charlottesville, Virginia, having established the Charlottesville Affordable Housing Fund (CAHF) Grant Program to provide financial support for community agency programs aiding in affordable housing and homelessness relief, hereby allocates \$835,000 from the Charlottesville Affordable Housing Fund (CAHF) Grant Program under Fund 426 Project: CP-084, as per the Capital Improvement Program budget for FY2024,

NOW THEREFORE, BE IT RESOLVED that the City Council, having received and reviewed recommendations from the CAHF Committee on the expenditure of CAHF funds for the CAHF Grant Program, resolves to allocate the amount to the following CAHF applicants:

Fund	Project	GL Account	Applicant	Funded Project/Initiative	CAHF Award
426	CP-084	530670	Albemarle Housing Improvement Program	Charlottesville Critical Rehabilitation Program	\$117,196
426	CP-084	530670	Community Services Housing, Inc. (CSH)	Rehabilitation Repairs to Preserve CSH Properties	\$74,054
426	CP-084	530670	Habitat for Humanity of Greater Charlottesville	Habitat Core 2024	\$393,750
426	CP-084	530670	Piedmont Housing Alliance	501 Cherry Avenue	\$250,000

BE IT FURTHER RESOLVED that all funding awards within this resolution shall be provided as grants to the entities listed under the “Applicant” column above to be used solely for the purposes outlined in their respective grant applications and any subsequent grant agreement. The City Manager is authorized to negotiate and execute funding grant agreements with each recipient to ensure proper utilization of funds.

- b. RESOLUTION: Resolution to award FY25 Housing Operations and Program Support (HOPS) Grants (2nd reading)

RESOLUTION APPROVING ALLOCATION OF FY25 HOUSING OPERATIONS AND SUPPORT (HOPS) PROGRAM FUNDING FOR AFFORDABLE HOUSING AND HOMELESSNESS SUPPORT PROGRAMS IN THE AMOUNT OF \$585,000

WHEREAS, the City of Charlottesville, Virginia, having established the Housing Operations & Program Support (HOPS) program to provide financial support for community agency programs aiding in affordable housing and homelessness relief, hereby allocates \$585,000 from the Charlottesville Affordable Housing Fund (CAHF) under Fund 426 Project: CP-084, as per the Capital Improvement Program budget for FY2024.

NOW THEREFORE, BE IT RESOLVED that the City Council, having received and reviewed recommendations from the CAHF Committee on the expenditure of CAHF funds for the HOPS program, resolves to allocate the amount to the following HOPS applicants:

Fund	Project	GL Account	Applicant	Program /Initiative	Award
426	CP-084	530670	Blue Ridge Area Coalition for the Homeless	Homeless System of Care Coordination Program	\$35,000
426	CP-084	530670	Blue Ridge Area Coalition for the Homeless	Homeless Information Line Program	\$28,000

426	CP-084	530670	Community Services Housing, Inc. (CSH)	CSH Program	\$55,034
426	CP-084	530670	Habitat for Humanity of Greater Charlottesville	Homeownership Program	\$65,250
426	CP-084	530670	People and Congregations Engaged in Ministry	Case Management Program	\$70,000
426	CP-084	530670	Piedmont Housing Alliance	Charlottesville Affordable Housing Program	\$148,000
426	CP-084	530670	The Haven at First & Market Inc	Vital Housing Services Program	\$95,716
426	CP-084	530670	The Haven at First & Market Inc	Day Shelter Program	\$88,000

BE IT FURTHER RESOLVED that all funding awards within this resolution shall be provided as grants to the entities listed under the “Applicant” column above to be used solely for the purposes outlined in their respective grant applications and any subsequent grant agreement. The City Manager is authorized to negotiate and execute funding grant agreements with each recipient to ensure proper utilization of funds.

8. **ORDINANCE:** Ordinance Amending City Code Article II. Section 2-38. Organizational Meeting and Section 2-39. Elections, Terms and General Powers and Duties of Mayor, Vice-mayor and Mayor Pro Tempore; Mayor’s Veto (2nd reading)

**ORDINANCE AMENDING AND REORDAINING CITY CODE ARTICLE II.
SECTION 2-38. ORGANIZATIONAL MEETING AND SECTION 2-39. ELECTIONS,
TERMS AND GENERAL POWERS AND DUTIES OF MAYOR, VICE-MAYOR AND
MAYOR PRO TEMPORE; MAYOR’S VETO**

9. **RESOLUTION:** Appropriating Funding for the Rugby Avenue Bicycle & Pedestrian Trail Project - \$130,059.50 (carried)
10. **RESOLUTION:** Appropriating Funding from the BAMA Works Grant to Community Attention Foster Families - \$5,000 (carried)
11. **RESOLUTION:** Appropriating funds from the Batten Foundation to the Department of Human Services - \$40,000 (carried)
12. **RESOLUTION:** Resolution for Approval of Memorandum of Understanding between Bennett's Village and the City of Charlottesville

RESOLUTION

Approving a Memorandum of Understanding Between the City of Charlottesville and Bennett's Village for an All-Abilities Playground Project at Pen Park

WHEREAS, the City’s Parks and Recreation Department staff have engaged in discussions with representatives of Bennett's Village, a nonprofit community organization, to establish an

All-Abilities Playground in Charlottesville Virginia, and

WHEREAS, after several years of discussions, it has been determined that an opportunity exists to host such a facility within the City's park system at Pen Park, and

WHEREAS, representatives from Bennett's Village presented their proposal to the City Council on March 18th, 2019, resulting in the adoption of a resolution on April 1st, 2019, establishing a partnership between the City and Bennett's Village, and

WHEREAS, in November 2019, a memorandum of agreement was entered into between the City and Bennett's Village, which was further amended in September 2021, and

WHEREAS, upon review, it has been determined that the current memorandum of agreement requires revision to meet current standards and provide access to additional grant opportunities, and

WHEREAS, the Parks and Recreation Department strongly recommends this project which will enhance recreational opportunities at Pen Park for children of all abilities,

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby approves the attached Memorandum of Understanding between the City of Charlottesville and Bennett's Village for the All-Abilities Playground Project at Pen Park.

BE IT FURTHER RESOLVED, that the City Manager is authorized and directed to execute the Memorandum of Understanding on behalf of the City in a form approved by the City Attorney, and to take all necessary actions to implement the terms and conditions therein.

- 13. RESOLUTION: Resolution for Approval of Lease Agreement between Bennett's Village and the City of Charlottesville**

PHASE ONE LEASE AGREEMENT BY AND BETWEEN THE CITY OF CHARLOTTESVILLE AND BENNETT'S VILLAGE, INC.

CITY MANAGER REPORT: City Manager Sam Sanders provided a written quarterly report.

ACTION ITEMS

- 14. RESOLUTION: Resolution calling for an immediate ceasefire and end to violence in Israel and Palestine**

Vice Mayor Pinkston presented the resolution and thanked colleagues for allowing him to revisit the resolution since their last consideration and vote. He read a personal statement.

On motion by Pinkston, seconded by Payne, Council by a vote of 3-1, with one abstention, approved the resolution. (Ayes: Oschrin, Payne, Pinkston; Noes: Wade; Abstained: Snook).

**RESOLUTION
CALLING FOR AN IMMEDIATE CEASEFIRE AND
AN END TO VIOLENCE IN ISRAEL AND PALESTINE**

WHEREAS the people of Charlottesville recognize that all human life is precious, and that the targeting of any civilian under any circumstance is a violation of international human-rights law; and

WHEREAS Gaza and Israel have already experienced tremendous loss of life, displacement, and violence, and hundreds of thousands of lives are at imminent risk; and

WHEREAS the City of Charlottesville has a longstanding tradition of being a welcoming city for refugees and understanding the challenges faced by those displaced by conflict; and

WHEREAS the United States Federal Government holds immense diplomatic and appropriations powers to save Palestinian and Israeli lives; and

WHEREAS to date, over 100 U.S. cities, including Atlanta, Chicago, Detroit, Durham, Harrisonburg, San Francisco, and Seattle, have adopted resolutions urgently calling for a ceasefire in Israel and Palestine; and

WHEREAS the billions spent in United States funding for this conflict could be allocated toward mitigating crises in our own community, including the funding of deeply affordable housing, public health, job training, and education;

NOW, THEREFORE, BE IT RESOLVED that the City of Charlottesville urges the Biden administration and all elected officials in the United States Senate and House of Representatives who represent this community to call for and make all efforts to facilitate:

1. an immediate, sustained, and comprehensive ceasefire in Israel and Palestine;
2. the immediate and safe release of all hostages; and
3. the immediate entry and provision of humanitarian aid needed for the people of Gaza, at the scale required to save the maximum number of lives.

BE IT FURTHER RESOLVED that the City of Charlottesville values the harmony that exists in our diverse community, and advocates for the dignity and safety of all residents, regardless of religion, race, or nation of origin; and,

BE IT FURTHER RESOLVED that the Charlottesville City Council asks the City Clerk that copies of this Resolution be quickly forwarded to the President of the United States, Joe Biden; Senators Tim Kaine and Mark Warner; and Representative Bob Good.

15. PUBLIC HEARING and ORDINANCE: FY2025 Budget Ordinance and Annual Appropriation, and Tax Rate/Tax Levy Ordinance (carried)

Krisy Hammill, Budget Director, introduced the ordinances for public hearing. Councilors asked clarifying questions. Councilor Oschrein proposed increasing personal property tax by a flat rate and leaving the meals tax rate the same. Councilors by majority agreed to advertise and hold a public hearing on the personal property tax rate at the April 15 City Council meeting, and to postpone the budget approval from April 9 to April 15. Tax rates being considered are real estate, meals, lodging and personal property.

a. **ORDINANCE: Establishing the Annual Tax Levy for Tax Year 2024 (carried)**

Mayor Wade opened the public hearing.

- Zach Brown, city resident, spoke in opposition to raising any taxes rates.
- Em Gunter, city resident, requested that priority be given to restoring public bus service to pre-pandemic levels.
- Don Gathers, city resident, stated that all taxes are bad.
- Phil Hamilton, city resident, spoke in opposition to increasing taxes.
- Dan Miller, city resident, spoke in support of paying taxes in a graduated way based on income.
- Claire Denton-Spalding, spoke about personal property tax.

Mayor Wade closed the public hearing. Council unanimously agreed to carry the ordinance to the April 15 meeting for second reading and vote.

b. **ORDINANCE: Approving a budget and annual appropriation of funding for the City of Charlottesville for the Fiscal Year ending June 30, 2025 (carried)**

Mayor Wade opened the public hearing. With no speakers coming forward, Mayor Wade closed the public hearing. Council unanimously agreed to carry the ordinance to the April 15 meeting for second reading and vote.

At the request of Councilor Oschrein, City Attorney Stroman summarized the Dillon Rule.

16. ORDINANCE: Ordinance Amending Sec. 30-53 of the Charlottesville City Code to increase the assessed value threshold at and below which qualifying vehicles will receive 100% Personal Property Tax Relief from \$1,000 to \$1,500 (carried)

Commissioner of the Revenue Todd Divers presented the request. Council unanimously agreed to carry the item to the April 15 consent agenda.

17. ORDINANCE: Ordinance to amend and reenact City Code Chapter 19 to allow participants of any City-sponsored retirement plan to serve on Retirement Plan Commission (1 of 2 readings)

Councilor Pinkston and Lisa Burch, staff liaison to the Retirement Commission, presented the request.

On motion by Pinkston, seconded by Oschrein, Council adopted the ordinance by a vote of

5-0, waiving the second reading (Ayes: Oschrin, Payne, Pinkston, Snook, Wade; Noes: none).

AN ORDINANCE AMENDING AND REENACTING CITY CODE CHAPTER 19, ARTICLE III TO ALLOW EMPLOYEES WHO PARTICIPATE IN THE OPTIONAL DEFINED CONTRIBUTION PLAN TO SERVE ON THE RETIREMENT PLAN COMMISSION

GENERAL BUSINESS

18. REPORT: Tree Commission “State of the Forest”

Steven Gaines, the city's Urban Forester, introduced presenters from the Tree Commission: Makshya Tolbert and Tyler Miller.

The purpose of this annual report is to bring to the attention of the Charlottesville City Council and the community the current state of the urban tree canopy (UTC) and the compelling need for strategic interventions. The City's goal, as mandated in the 2021 Comprehensive Plan, is to achieve an average of 45% tree canopy coverage across the City's geographic area. The Commission therefore recommends that the City make every effort to increase tree preservation, planting, and maintenance to ensure such coverage for the community in perpetuity.

The 2023 Urban Tree Canopy Assessment by PlanIT Geo indicated that, of the 7,006 acres within the City Boundary, 2,771 acres, or roughly 38%, are presently covered by tree canopy. The report revealed an increasing trend in canopy loss and an imperiled urban forest with UTC decreasing from 45% in 2014 to 38% in 2023. The significant infiltration of invasive species in the urban canopy contributed to further decline, with actual canopy coverage likely closer to 25% based on field observations. The PlanIT Geo assessment also highlighted disparities in tree canopy coverage among neighborhoods, some of which have canopy coverage as low as 14.5%. Charlottesville faces a range of region-specific threats and pressures that compound the challenges that the urban forest faces. Pervasive issues such as invasive plant species (e.g., English Ivy, bittersweet, and kudzu) pose a significant risk to the health and biodiversity of native vegetation. The City is also contending with the increasing frequency of climate change-related weather events, such as hurricanes, droughts, extreme heat, and severe storms, which can cause immediate damage to trees and disrupt the delicate ecological balance. The spread of tree pests and diseases like emerald ash borer, sudden oak death, and bacterial leaf scorch continue to jeopardize the vitality of Charlottesville's tree canopy. To reverse Charlottesville's UTC decline and achieve success in attaining long-range canopy goals, the Tree Commission requested the following actions by the City:

- Fund the Urban Forester's August 2024 CIP request.
- Fund and staff positions to implement an ongoing program of invasive species control, enforcement of zoning ordinances, and tree planting and maintenance. (Responding to Mr. Payne, Mr. Gaines suggested two FTEs (full-time equivalent) - an urban forester for Neighborhood Development Services, and an urban forester for Parks and Recreation.)
- Develop incentives for tree planting and preservation on private property.

COMMUNITY MATTERS (2)

Mayor Wade opened the floor for comments from the public.

- Elissa Coffman, city resident, thanked Council for the vote in support of the ceasefire resolution. She also asked about Flock opposition during the meeting despite Council's indication of support.
- Don Gathers, city resident, thanked Vice Mayor Pinkston for his reconsideration of the ceasefire resolution, and he made a correction to an earlier comment about taxes and real estate assessment increases.
- Lisa Draine, city resident, thanked Council for passing the ceasefire resolution, spoke in opposition to surveillance using the Flock system, and asked Council to consider additional funding for pay parity between public defenders and prosecutors in the Commonwealth's Attorney Office.
- Deirdre Gilmore, spoke in opposition to Council's vote approving funding for regional jail renovations.

The meeting adjourned at 9:19 p.m.

BY Order of City Council

BY Kyna Thomas, Clerk of Council

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



Agenda Date:	July 15, 2024
Action Required:	Staff recommends approval and appropriation of funds
Presenter:	Riaan Anthony, Director of Parks & Recreation
Staff Contacts:	Avery Watkins, Deputy Director Parks & Recreation - Recreation
Title:	Resolution to appropriate funds for the Virginia Department of Education Special Nutrition Program Summer Food Service Program - \$100,000 (2nd reading)

Background

The City of Charlottesville, through the Parks and Recreation Department, has received approval for reimbursement of up to \$100,000 from the Virginia Department of Education Special Nutrition Program to provide free breakfast and lunch to children attending summer camp programs, and dinner to our community housing centers.

Discussion

Charlottesville Parks and Recreation will operate four Summer Camp programs and three community housing centers (Westhaven, South First Street, and Greenstone) throughout the City of Charlottesville. These sites serve children in Pre K-9th grades, for five weeks during the summer, June 17 – July 19. Various activities are planned from 9:00am-7:00pm, Monday through Friday.

The reimbursement will cover the costs of nutritious meals at these locations, which also have an educational/enrichment component. The Virginia Department of Education Special Nutrition Program provides a free, nutritious breakfast and lunch for these children, and the community housing centers will provide a free, nutritious dinner. Most of the children served receive free or reduced meals during the school year. The Parks & Recreation Camp has almost 2,000 enrollees this summer.

The \$100,000 appropriation covers the cost of the food and administration of the summer food service program. The breakfast, lunches, and dinners are purchased through the City of Charlottesville School Food Service. The Parks and Recreation Department pays the bills to the City of Charlottesville Food Service and is then reimbursed by the Virginia Department of Education Special Nutrition Programs.

Alignment with City Council's Vision and Strategic Plan

Charlottesville provides, encourages, and supports a wide range of recreation, green space, arts, and cultural programs and opportunities.

Community Engagement

Budgetary Impact

This has no impact on the General Fund as there is no local match required. The funds will be expensed and reimbursed to a Grants Fund.

Recommendation

Staff recommends approval and appropriation of funds.

Alternatives

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

Attachments

1. Resolution Appropriating Funds - Nutrition program \$100,000

**RESOLUTION APPROPRIATING FUNDS FOR
Virginia Department of Education Special Nutrition Program
Summer Food Service Program - \$100,000**

WHEREAS, the City of Charlottesville, through Parks and Recreation, has received approval for reimbursement up to \$100,000 from the Virginia Department of Education Special Nutrition Program to provide free breakfast and lunch to children attending summer camp programs; and

WHEREAS, the grant award covers the period from period June 17, 2024 through October 31, 2024.

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

Revenue – \$100,000

Fund: 209 Internal Order: 1900562 G/L Account: 430120

Expenditures - \$100,000

Fund: 209 Internal Order: 1900562 G/L Account: 530670

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$250,000 from the Virginia Department of Education Special Nutrition Program.

	<u>Aye</u>	<u>No</u>
Oschrin		
Payne		
Pinkston		
Snook		
Wade		

Approved By Council
July ____, 2024

Kyna Thomas, MMC
Clerk of Council

Suggested Motion: I move to approve this resolution and appropriate \$100,000 for the Summer Food Service Program.

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



Agenda Date:	July 15, 2024
Action Required:	Ordinance
Presenter:	Alexander Ikefuna, Director, Office of Community Solutions
Staff Contacts:	Antoine Williams, Housing Program Manager John Sales
Title:	Ordinance authorizing a grant of public funding to subsidize the South First Street Phase Two Redevelopment Project of Charlottesville Redevelopment and Housing Authority (2nd reading)

Background

With the successful construction of 62 new affordable rental units, CRHA is actively helping to address community housing needs with the completion of Phase 1 of the South First Street redevelopment, which also received Low-Income Housing Tax Credits (LIHTC) approval in June 2019. Phase 2 aims to demolish existing units and build approximately 113 residential units alongside community and office spaces, with extensive resident input during planning.

Related council action includes Resolution #R-24-021, approved on February 20, 2024, reaffirming the city's commitment to CRHA's Phase 2 efforts. It endorses allocating \$3 million from prior appropriations and commits an additional \$3 million for FY 2026. The resolution also authorizes the City Manager to negotiate funding grant agreements with CRHA.

Discussion

CRHA requests \$6 million, which is inclusive of the \$3 million initially planned and adopted Capital Improvement Plan Fiscal Year 2026 from prior appropriations, supporting affordable housing redevelopment. This funding aligns with CRHA's project timeline, aiming for construction loan closing around August 2024 and project completion by July 2026.

Summary of Ordinance: This ordinance authorizes Charlottesville to grant up to \$6 million to CRHA for constructing at least 113 units of affordable for-rent housing at 900 First Street South for households of low-to-moderate median income levels (or 60% of Area Median Income or Below) for a period of no fewer than 15 years.

Key Provisions:

- **Purpose:** Funds are for constructing affordable for-rent housing for low and moderate-income households.

- **Allocation:** Disbursements from September 2024 to September 2026, contingent on city staff approval of project documentation.
- **Financial Oversight:**
 - Review and approval of disbursement documentation by city staff.
 - Monitoring compliance with disbursement guidelines and purposes.
 - Ensuring soft costs do not exceed \$600,000.
 - Verification of hard costs' eligibility and documentation.
 - Retainage of \$300,000 until project completion.
 - Evaluation of pre-disbursement conditions and milestones.
 - Periodic assessment of project progress and budget compliance.
- **Compliance:** The CRHA must comply with federal, state, and local laws, and project-specific requirements, including HUD approvals.
- **Administrative Procedures:** The City Manager establishes procedures for subsidy requests, ensuring financial transparency.
- **Effective Date:** Immediate upon City Council adoption.
- **Publication:** City Clerk to publish and distribute per legal requirements

Alignment with City Council's Vision and Strategic Plan

Strategic Outcome Area: Housing; and the City's Comprehensive and Affordable Housing Plans: Supporting Phase 2 of the South First Street redevelopment aligns directly with the City Council's strategic objective of expanding affordable housing options and revitalizing communities. It addresses critical housing challenges within Charlottesville by providing for-rent housing units accessible to low and moderate-income households. This

Community Engagement

CRHA has conducted extensive community engagement, involving residents in the planning process to ensure the project meets local needs and priorities. This inclusive approach fosters community support and enhances project outcomes.

Budgetary Impact

The proposed \$6 million grant consists of \$3 million already allocated from prior appropriations, combined with \$3 million initially planned for the Capital Improvement Plan Fiscal Year 2026.

Recommendation

Staff recommends to City Council to approve the ordinance authorizing public funding for CRHA's Phase 2 project, advancing critical housing goals.

Motion: Authorization of Funding for Affordable Housing at 900 First Street South

I move that the City Council approve the ordinance authorizing a grant of up to six million dollars (\$6,000,000.00) in support of the South First Street Phase Two Redevelopment Project, as requested by the Charlottesville Redevelopment and Housing Authority (CRHA).

Further Motion Details:

1. **Funding Commitment:** The City Council supports a new funding commitment of \$6,000,000 for Fiscal Year 2026 to facilitate the construction of affordable for-rent housing units at 900 First Street South.
2. **Authorization:** I further move to authorize the City Manager to negotiate and execute funding grant agreements with CRHA, ensuring proper facilitation of fund disbursement.
3. **Review and Approval Process:** As it may be further necessary, for ongoing grant performance and agreement maintenance, the Office of Community Solutions Housing and Compliance staff shall diligently review the project timeline, budgetary analysis, and community engagement summary report provided by CRHA.

Alternatives

The City Council may explore alternative funding models or project adjustments based on budget constraints or community feedback.

Attachments

1. Authorizing Ordinance of Grant of Public Funds
2. Memorandum of Agreement

**ORDINANCE AUTHORIZING A GRANT OF PUBLIC FUNDING TO THE
CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY FOR THE
CONSTRUCTION OF AFFORDABLE FOR-RENT HOUSING UNITS AT 900 FIRST STREET
SOUTH, CHARLOTTESVILLE, VIRGINIA IN A NOT-TO-EXCEED AMOUNT OF SIX
MILLION DOLLARS (\$6,000,000.00) FOR HOUSEHOLDS OF
LOW AND MODERATE AREA MEDIAN INCOME LEVELS.**

WHEREAS, CRHA has requested a total funding commitment of \$6,000,000 (six million dollars) in support of its South First Street Phase Two Redevelopment Project located at 900 First Street South, Charlottesville, Virginia (the 'Property').

WHEREAS the Project now and shall maintain the purpose of using public funding to subsidize the construction of for-rent affordable housing to be occupied by low and moderate-income households; and

WHEREAS the production of new housing for persons of low and moderate-income is a public purpose for which the General Assembly has authorized public funds to be expended [Virginia Code Title 36, Chapter 1 (Housing Authorities Law); Virginia Code §15.2-958; City of Charlottesville Charter, Sec. 50.7].

WHEREAS, pursuant to Virginia Code § 36-19.2, the City of Charlottesville has entered into this Agreement with CRHA for its Project.

WHEREAS CRHA is planning the redevelopment of its property, funded by Low Income Housing Tax Credit (LIHTC) program funding, loans, private donations, and a grant of local funding from the City of Charlottesville.

WHEREAS the redevelopment of existing public housing sites and the provision of additional affordable housing units for rental to persons of low and moderate income align with the aims of the City's Affordable Housing Plan and its Strategic Outcome Area: housing.

WHEREAS CRHA has requested the City award a grant to subsidize the costs of producing new units of residential rental property for persons of low and moderate income, as described in CRHA's Mixed Finance Development Proposal submitted to the Department of Housing and Urban Development, known as 'South First Street Phase Two,' and

WHEREAS the City is willing to provide the requested local funding, subject to specific certifications, assurances, and binding obligations as outlined in this MOA.

NOW, THEREFORE, for and in consideration of the Project and undertakings of the Signatories of this MOA, and other good and valuable consideration, the Signatories hereto covenant and agree as follows:

Section 1. Authorization

- 1.1. Pursuant to the terms and conditions set forth in the attached Memorandum of Agreement (Exhibit A), between the City of Charlottesville and the Charlottesville Redevelopment and Housing Authority, and Resolution #R-24-021 (Exhibit B) the City Council hereby authorizes the allocation of public funding to the CRHA in a not-to-exceed amount of six million dollars (\$6,000,000.00).

Section 2. Purpose and Uses

- 2.1. The grant funds shall be utilized by the CRHA for the construction of affordable for-rent housing units at 900 First Street South, Charlottesville, Virginia, to be made available to households of low and moderate area median income levels.
- 2.2. The grant funds shall be used for the construction of no fewer than 113 units of Public and/or Affordable Housing for-rental housing units within the Project, as more specifically described herein below, and to support the redevelopment of affordable residential units within the Project into residential rental units for no less than fifteen (15) years or the expiration of the initial compliance period applicable to the Project under the Low-Income Housing Tax Credit Program ("LIHTC").
- 2.3. The Grant Funds disbursed as authorized by this Ordinance shall not be used or expended for payment of current expenses by any Signatory Entity of the companion Memorandum of Agreement or any other legal entity. The Grant Funds shall be used only to pay the following costs of the Project (subject further to the limit on "soft costs" as set forth below): the cost of improvements, property or equipment, the cost of construction or reconstruction, the cost of all labor, materials, machinery, and equipment, the cost of all land, property, rights, easements and franchises acquired, financing charges, interest before and during construction and for up to one year after completion of construction, Project start-up costs, and operating capital for the Project, and other expenses as may be necessary or incident to the financing or construction of the Project.

Section 3. Disbursement

- 3.1. *Supporting Materials and Preconditions*
 - 3.1.1. Supporting materials must be provided to the applicable city, housing, compliance, legal, finance, and executive staff for review and approval.
 - 3.1.2. In furtherance of these stated parameters, CRHA agrees that the remaining balance of the award shall be used strictly for hard costs for the redevelopment of the Project. For this MOA, hard costs shall be taken to mean at least direct expenses related to the physical construction of the project, including materials, labor, equipment, and fixtures.

3.2. *Soft Costs Limitation*

- 3.2.1. Up to the not-to-exceed amount of ten percent (10%) of the total award, six hundred thousand dollars (\$600,000), is allocated towards soft costs associated with the Project. For this MOA, soft costs shall be taken to mean costs that are indirect or intangible expenses that support the construction project but do not directly impact the construction process, including planning, administration, legal fees, insurance, and property management. Note this not-to-exceed amount of six hundred thousand dollars (\$600,000) shall be used without limitation towards the cost of plans and specifications, surveys and estimates of cost and revenues, the cost of engineering, environmental assessment and mitigation, soil testing, legal and other professional services, expenses incident to determining the feasibility or practicability of the project.

3.3. *Construction and Development Costs*

- 3.3.1. The remaining balance of the award, after allocations for soft costs have been deducted, shall be disbursed between September 2024 and September 2026. These disbursements will occur on an as-needed basis, but no more than monthly, contingent upon the review and approval by the City staff of appropriate documentation that the funds have been spent toward the construction of the Project as defined above. Appropriate documentation shall include but not be limited to Applications for Payment from the General Contractors and invoices from vendors and other professionals associated with the project.

3.4. *Retainage*

- 3.4.1. An amount equal to 5% of the total grant award, or three hundred thousand dollars (\$300,000), will be retained by the City until the project achieves 100% construction completion of the residential units as documented by a Certificate of Occupancy issued by the City's Building Official.

3.5. *Pre-Disbursement Conditions*

- 3.5.1. Prior to the execution of this Agreement, and as a condition precedent to any disbursement of funds under the terms herein, CRHA shall provide to the City a detailed list of milestones, activities, and deliverables for each phase of the South First Street Phase Two redevelopment project.

3.5.2. *This list shall encompass, but not be limited to, the following phases:*

- a. Predevelopment Completed (June 2024): All preparatory work was completed, all necessary permits were secured, and financing arrangements were finalized.
- b. Financial Closing and Construction Start (September 2024): Includes the execution of financial agreements and the commencement of construction activities. If construction does not commence on or before September 30, 2024, this MOA will expire unless extended by written request to the City Manager's Office.
- c. Construction Completed (September 2026): Final construction deliverables, occupancy permits, and initial tenant placements. The Completion Date may be extended due to force majeure or other reasons approved by the City Manager.

- d. Budget Establishment: The CRHA shall establish and submit a budget for the construction project to the City for review and approval. All subsequent changes to the Budget shall be subject to review and comment by the City.
- e. Compliance with Laws: Compliance with all applicable federal, state, and local laws, and securing necessary approvals, bonds, and permits.

3.6. *Preconditions, General*

No City official or employee shall disburse any Grant proceeds authorized herein this Ordinance unless and until the Recipient has furnished all of the following documents to the City for the Project:

1. Evidence of HUD Approval: copies of all written approvals required from the Department of Housing and Urban Development for the Project, specifically including, without limitation: HUD's approval of the Recipient's applications seeking approval of a Mixed Finance Development and for approval of a Demolition/Disposition of Recipient's property.
2. Documents of Record: copies of each of the following fully executed documents, or written notice given to the city identifying the deed book and page number at which the documents are recorded in the land records of the Charlottesville Circuit Court (if the documents are required to be recorded):
 - a. Memorandum of the Ground Lease for the Project (fully executed) along with a fully executed copy of the Ground Lease for the Project.
 - b. HUD Declaration of Trust/Restrictive Covenants for the Project.
 - c. The Regulatory and Operating Agreement executed for the Project by and among the members of the entity that is the Project Owner.
 - d. A copy of the Consolidated Annual Contributions Contract (ACC), number P-5513, dated August 30, 1996, and all amendments thereto.
 - e. Fully executed Mixed-Finance Development Certifications and Assurances (HUD) for the Project.
 - f. Fully executed Extended Use Agreement executed by the Project Owner for and in connection with the LIHTC Tax Credit Program.
3. Construction Contract and Schedule: a copy of the contract for construction executed between the Project Owner and the General Contractor for Construction, and a copy of the approved Construction Schedule that will be implemented by the Construction Contractor.
4. Building Permit: evidence that a building permit for the Project has been approved and issued consistent with the Contract and Schedule provided to city staff.
5. The Budget for the Project.

Section 4. Effective Date and Administrative Procedures

- 4.1. This ordinance shall take effect immediately upon adoption.

4.2. *Administrative Procedures for Annual Subsidy*

- 4.2.1. The City Manager, in consultation with the City Assessor and the Treasurer, shall establish administrative forms and procedures by which CRHA may request and receive the annual subsidy authorized by the Memorandum of Agreement and/or this Ordinance.

Section 5. General Grant Conditions

5.1. *Compliance with Government Requirements.*

- 5.1.1. In all its actions and activities undertaken to provide for the construction, management, and operation of the Project, the Recipient shall comply with:
- a. Any Recovery Agreement entered into between the Recipient and the Department of Housing and Urban Development on or after July 1, 2020.
 - b. The 1958 Cooperation Ordinance between CRHA and the City, as amended.
 - c. The Consolidated Annual Contributions Contract (ACC), number P-5513, dated August 30, 1996, and all amendments thereto.
 - d. The Ground Lease between CRHA and the Project Owner.
 - e. The Declaration of Trust/Restrictive Covenants for the Project.
 - f. The Regulatory and Operating Agreement between CRHA and the Project Owner.
 - g. HUD's Mixed-Finance Development Certifications and Assurances for the Project.
 - h. Any other legal obligations and requirements imposed on the Project, or any aspect of the Project, as a result of any federal or state law, regulation, grant ordinance, any City ordinance, or by the Memorandum of Agreement.

5.2. *Project Approval.*

- 5.2.1. By its adoption of this Ordinance, the City Council approves the Project for which the Grant Funds are awarded and requests the Recipient to construct and operate the Project.
- 5.2.2. Before the Recipient gives final approval to the Budget for the Project, the Recipient shall hold at least one public hearing to receive the views of residents of the City of Charlottesville. The Recipient shall cause public notice to be given at least 10 days prior to the public hearing, by publication in a newspaper having a general circulation within the City of Charlottesville, as required by Va. Code §36-19.2.

5.3. *Public Disclosure of Ordinance Documents.*

- 5.3.1. The Recipient acknowledges and understands that this Ordinance, and all related public proceedings and records, shall be open to the inspection of any citizen or any interested person, firm, or corporation, in accordance with the Virginia Freedom of Information Act (Va. Code §2.2-3700 et seq.) and the Virginia Public Procurement Act (Va. Code §2.2-4300 et seq.) to the extent that either of those laws applies.

5.4. *No Waivers.*

- 5.4.1. No failure on the part of the City to enforce any provision(s) of this Ordinance shall be construed as or deemed to be a waiver of the right to enforce such terms or conditions. No waiver by the City of any breach or failure to perform by the Recipient shall be construed as or deemed to be a waiver of any other and/or subsequent breach or failure to perform.

5.5. *Severability.*

- 5.5.1. If any term, provision, or condition of this Ordinance, or the application thereof to any person or circumstance, shall be held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of this Ordinance, and the application of any term, provision, or condition contained herein, to any person or circumstance other than those to which it has been held invalid or unenforceable, shall not be affected thereby.

5.6. *No Other Understandings.*

- 5.6.1. There are no understandings or agreements between the City and the Recipient, other than those set forth within this Ordinance, and the provisions of this Ordinance supersede all prior conversations, discussions, correspondence, memoranda, or other communications between or among any employees or officials of the City and the Recipient.

5.7. *Notices.*

- 5.7.1. All notices required by this Ordinance shall be given in writing, and shall be deemed to be received on the date that is either:

- a. Five (5) business days after being mailed by first-class mail, postage prepaid, return receipt requested, or
- b. One (1) business day after being placed for next-day delivery with a nationally recognized overnight courier service, or
- c. The same date on which the notice is delivered by hand to the city.

- 5.7.2. All notices shall be addressed as follows:

- a. If given to the city: to the City Manager, with a copy to the City Attorney, each to: 605 East Main Street, Second Floor, City Hall (P.O. Box 911), Charlottesville, Virginia, 22902.
- b. If given to the Recipient: to Charlottesville Redevelopment and Housing Authority, Attention: Executive Director, 500 South 1st Street, Charlottesville, Virginia, 22902.

5.8. *Authorized Signatures.*

- 5.8.1. The Clerk of Council shall provide a certified copy of this Ordinance, along with a written Grant Acceptance Form approved by the City Attorney. The Grant Acceptance Form shall be signed by a duly authorized officer, member, or agent of CRHA, the CCDC, and the Project Owner.

Section 6. Repeal of Conflicting Ordinances

- 6.1. All ordinances or parts of ordinances that are in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 7. Publication and Distribution

- 7.1. The City Clerk is hereby authorized and directed to cause this ordinance to be published and distributed as required by law.

Approved by Council
July 15, 2020

Kyna Thomas, CMC
Clerk of Council

**MEMORANDUM OF AGREEMENT FOR PUBLIC FUNDING TO THE
CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY FOR THE
CONSTRUCTION OF AFFORDABLE FOR-RENT HOUSING UNITS AT 900 FIRST
STREET SOUTH, CHARLOTTESVILLE, VIRGINIA IN A NOT-TO-EXCEED
AMOUNT OF SIX MILLION DOLLARS (\$6,000,000.00) FOR HOUSEHOLDS OF
LOW AND MODERATE AREA MEDIAN INCOME LEVELS.**

This MEMORANDUM OF AGREEMENT (this “MOA” or this “Funding Agreement” or this “Agreement”) for a single-time and purpose financial commitment for the South First Street Phase Two Redevelopment is entered into as of _____ day of _____, 2024, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation and political subdivision of the Commonwealth of Virginia (the “City”), and **CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia (“CRHA” or the “Grantee”), and CRHA’s entities, and the Project’s Owner, i.e., **CHARLOTTESVILLE COMMUNITY DEVELOPMENT CORPORATION**, a Virginia non-profit corporation (“CCDC”), and **SOUTH FIRST PHASE TWO, LLC** collectively referred to in this Agreement as the “Signatories” or as “Signatory Entities.”

SECTION 1: RECITALS AND TERMS OF FUNDING AGREEMENT

WHEREAS, CRHA has requested a total funding commitment of \$6,000,000 (six million dollars) inclusive in support of CRHA and its South First Street Phase Two Redevelopment Project located at 900 First Street South, Charlottesville, Virginia (the “Property”).

WHEREAS the Project now and shall maintain the purpose of using public funding to subsidize the construction of for-rent affordable housing to be occupied by low—and moderate-income households; and the production of new housing for persons of low and moderate-income is a public purpose and use for which the General Assembly has authorized public funds to be expended. Such production is a governmental function of concern to the Commonwealth of Virginia.

WHEREAS, pursuant to Virginia Code §15.2-958, the City of Charlottesville may make grants or loans to the owners of residential rental property occupied, or to be occupied, following construction, by persons of low or moderate income.

WHEREAS, pursuant to the City’s Charter, Sec. 50.7, Powers Relating to Housing and Community Development, the City shall have the power to make grants and loans of funds to the benefit of low- or moderate-income households to further a public purpose.

WHEREAS the City as a political subdivision of the Commonwealth, organized and operating under the laws of the Commonwealth; and CRHA having the purposes and authority within Virginia Code Title 36, Chapter 1 (Housing Authorities Law), and the City, acting by and through its City Council, is authorized to make grants or loans to CRHA to enable or assist CRHA to carry out its purposes.

WHEREAS, pursuant to Virginia Code § 36-19.2, the city has entered into this Agreement with the CRHA for its Project.

WHEREAS the redevelopment of existing public housing sites and the provision of additional affordable housing units that will be committed for rental to persons of low and moderate-income align with the aims of the City’s Affordable Housing Plan and its Strategic Outcome Area: housing.

WHEREAS, CRHA is planning the redevelopment of its property, funded by Low Income Housing Tax Credit (LIHTC) program funding, loans, private donations, and a grant of local funding from the City of Charlottesville.

WHEREAS, CRHA has requested the City award a grant of funding to subsidize the costs of producing new units of residential rental property occupied, or to be occupied, following construction, by persons of low and moderate-income, said undertaking being described in CRHA's Mixed Finance Development Proposal submitted to the Department of Housing and Urban Development, referred to as "South First Street Phase Two,"

WHEREAS the City is willing to provide the requested local funding, subject to specific certifications, assurances, and binding obligations as set forth in this MOA.

WHEREAS, considering the City's funding for the Project, CRHA has agreed to give certifications and assurances and to enter certain binding obligations, as set forth within this MOA.

NOW, THEREFORE, for and in consideration of the Project and undertakings of the Signatories of this MOA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Signatories hereto hereby covenant and agree as follows: the City Council hereby agrees that that local public funding is approved, subject to the following conditions:

SECTION 1 PUBLIC PURPOSE OF CITY GRANT AND TERMS OF AGREEMENT

Under the terms of this Agreement, this funding commitment shall be in the form of a grant of City funding ("Grant Funds") that is at this moment authorized for the following:

A. The Grantee shall provide the following project documentation:

1. The Signatories agree to provide a signed memo detailing the project timeline and milestones. This document shall outline the key stages of the project and associated deadlines, ensuring transparency and accountability throughout the duration of the project.
2. The CRHA shall furnish written correspondence, outlining the request as detailed and reported in the staff report. This correspondence shall serve to formalize the communication between the Signatories and ensure clarity regarding the scope and objectives of the project.
3. The Signatories shall submit a comprehensive project budgetary analysis/statement. This document shall provide a detailed breakdown of anticipated expenses, funding sources, and financial projections related to the project. It will enable a thorough evaluation of the project's financial feasibility and resource allocation.
4. The Signatories shall provide an updated Community Engagement Summary Report reflecting activities up to the date preceding this allocation request. This report shall document all community engagement efforts undertaken, including outreach events, stakeholder consultations, and feedback received from residents and stakeholders.

South 1st Street Phase Two Redevelopment Project Grant Agreement

- B. Purpose of Funds: to support the construction of new for-rental housing units within the Project, as more specifically described herein below, and to support the redevelopment of affordable residential units within the Project into residential rental units over a period of no less than fifteen (15) years or the expiration of the initial compliance period applicable to the Project under the Low-Income Housing Tax Credit Program ("LIHTC"), whichever first occurs.
- C. Accounting: The Grantees are responsible for maintaining adequate supporting records that document the expenditure of the funds in accordance with this MOA.
- D. Return of Grant Funds: The Grantees will return to the City of Charlottesville any funds not expended if the City Council makes a demand following a determination that the Grantees have not met the specific terms and conditions specified within this MOA.

SECTION 2: REPRESENTATIONS AND WARRANTIES; REMEDIES FOR BREACH

- (A) CRHA's Charlottesville Community Development Corporation ("CCDC") and South First Phase TWO, LLC (the "Project Owner") shall, through their duly authorized officers, members, or agents, execute a written acceptance of the terms and conditions of this MOA.
- (B) No sub-agreements of any type or form, verbal or written, shall be entered into without advance written notice to the City. They shall be communicated in writing and, upon approval of the City Manager, attached as an amendment to this agreement.

No subsequent or subordinate agreement between and any third party, service provider, or vendor shall effectuate a material change order to the funding amount, the disbursement schedule, or any rights reserved by the City.

- (C) As part of that written acceptance, each entity shall verify that they have made the following representations and warranties to the City, each of which is a material representation and warranty that has induced the City to make this Grant:
 - 1. The CCDC is the Developer of the Project.
 - 2. Grant Funds provided to support the production of affordable residential rental units shall be used or expended exclusively for costs and expenditures expressly authorized within Section 3, Paragraph (A), herein below.
 - 3. In the event of a breach of this warranty, in addition to any other remedies available to the City, CRHA and the CCDC shall be jointly and severally obligated to repay the City all amount(s) used or expended in breach of this warranty. All amounts to be repaid to the City shall be due and owing to the City within thirty (30) days after the written notice of breach unless the CCDC or CRHA cures the violation within the 30-day period. (Due Date: 30 days after the date of the notice).

South 1st Street Phase Two Redevelopment Project Grant Agreement

4. If the City does not receive payment in full within 30 days, then. In that case, the City shall not make any additional disbursement(s) of Grant Funds referenced within Section 3 (A) of this MOA, and the City shall have the right to institute proceedings to collect the amounts due under this paragraph.
5. Following construction completion, each of the residential units within the Project shall be reserved for rental by low—and moderate-income individuals throughout a term ("Affordability Period") that is co-extensive with the term of a long-term ground lease entered into between CRHA, as landlord, and the Project Owner, as tenant ("Ground Lease").
 - a. Subject to HUD approval, the Ground Lease shall contain the following terms and conditions: for the first forty (40) years of the term of the Ground Lease, the demised premises described therein shall be used exclusively for residential purposes and related amenities; after that, in addition to residential uses previously established within the Project, the premises may also be used for commercial purposes. CRHA shall not amend the Ground Lease to modify or delete the provisions required by this paragraph, except with the advance written notice to the City.
 - b. In the event of a breach of this warranty, in addition to any other remedies available to the City, the City shall give written notice to CRHA and the Project Owner. If the breach is not cured within thirty (30) days after the date of such notice, the City shall not thereafter make any additional payment(s) of Grant Funds under Section 3(B) of this MOA and/or subsequent amendment if applicable.

On the date on which construction of the Project is complete:

6. The Project shall include no fewer than 113 units of Public and/or Affordable Housing legally obligated to be operated in accordance with Va. Code §36-22 and/or federal public housing requirements, under either Section 8 or Section 9 of the US Housing Act of 1937 including, without limitation, a Declaration of Trust/ Restrictive Covenants recorded in the land records of the City; and
7. In addition to the required public housing units, the Project shall contain no fewer than 113 for-rent affordable dwelling units legally obligated to be operated as follows: 56 units shall participate in the project-based [federal] Section 8 program, and 34 units shall be legally obligated to be reserved for occupancy by persons having a household income at or below sixty-percent (60%) of Charlottesville's Area Median Income.
 - a. For purposes of this paragraph (C), the term "legally obligated" refers either to a land use restriction imposed within an instrument recorded in the land records of the Charlottesville Circuit Court or to a grant assurance or obligation given to the Department of Housing and Urban Development, the Virginia Department of Housing and Community Development, Virginia Housing or another federal or state public agency or funding source.
 - b. In the event of a breach of the warranties set forth in this paragraph (C), in addition to any other remedies available to the City, the City shall give written notice of a breach to CRHA and the Signatory Entities.

South 1st Street Phase Two Redevelopment Project Grant Agreement

If the violation is not cured within thirty (30) days after the date of such notice, the City shall not thereafter make any additional payment(s) of Grant Funds under Section 3 (B) of this MOA.

(D) CRHA payments in lieu of taxes (PILOT):

1. The CRHA will continue to make annual payments in lieu of taxes (PILOT) to the City, in accordance with the Cooperation Agreement entered between the City and CRHA, dated May 13, 1958, as amended, provided that any residential units within the Project that are owned by an entity other than CRHA or CCDC will not be part of the PILOT calculation.

(E) CRHA Sustainability Plan:

1. The CRHA shall adhere to its 2023 Sustainability Plan and any approved updates to said plan. In the event of any updates, CRHA shall demonstrate through the revised plan the levels at which it and the Project Owner will establish and provide operational funding, capital, and other reserves to ensure the continued use of all residential units within the Project as affordable rental units for a minimum period of 40 years from the Commencement Date of the Ground Lease for the Project.
2. If the 2023 Sustainability Plan as presented to the Council separately before this agreement should change, CRHA shall provide an updated Plan to the City Council upon the Council's request. The Plan, whether original or updated, shall be submitted in writing, and presented at a public meeting for the Council's discussion and consideration.

(F) Miscellaneous:

1. The City shall have all rights to compel the performance of these warranties by CRHA, the Signatory Entities, and to collect any payments due to the City through legal action initiated within a court having jurisdiction within the City of Charlottesville, Virginia and/or the State of Virginia.
2. Interest shall accrue at the rate of six (6) percent per annum on all amounts due and owing to the City pursuant to this Section 2 from the Due Date until paid.
 - c. No forbearance by the City in exercising any right or remedy afforded either by this MOA or by the laws of the Commonwealth of Virginia shall constitute a waiver of or preclude the exercise of any such right or remedy. The rights and remedies set forth within this MOA are cumulative, and the City's use of any one right or remedy shall not preclude or waive its right to use any or all other remedies. All rights and remedies are in addition to any other rights the City may have by law, statute, MOA, or otherwise.
 - d. Throughout the fifteen (15) year initial compliance period of the LIHTC program, the Project Owner will promptly notify the City of its receipt of any notice or determination stating that the Project does not comply with the requirements of the LIHTC program and shall provide a copy of any such notice or determination to the City Attorney, and the Office of Community Solutions.

SECTION 3: FUNDING, AUTHORIZATIONS, AND DISBURSEMENT TERMS

- (A) Pursuant to the terms of this MOA, the City commits to providing a grant in the not-to-exceed amount of six million dollars (\$6,000,000) in support of the Project.

This grant is intended to subsidize the production of new residential rental units for occupancy by low and moderate-income individuals. The following disbursement schedule outlines the conditions and timelines for the allocation of these funds, ensuring compliance with the designated purposes of soft costs, programmatic and operational support, and construction-related expenses.

- (B) Disbursement Guidelines: Supporting materials must be provided to the applicable city, housing, compliance, legal, finance, and executive staff for review and approval. In furtherance to these stated parameters, CRHA agrees that the remaining balance of the award shall be used strictly for hard costs for the redevelopment of the Project. For this MOA, hard costs shall be taken to mean at least direct expenses related to the physical construction of the project, including materials, labor, equipment, and fixtures.
1. **Soft Costs Limitation:** Up to the not-to-exceed amount of ten percent (10%) of the total award, six hundred thousand dollars (\$600,000), is allocated towards soft costs associated with the Project. For the purposes of this MOA, soft costs shall be taken to mean costs that are indirect or intangible expenses that support the construction project but do not directly impact the construction process, including planning, administration, legal fees, insurance, and property management. Note this not-to-exceed amount of six hundred thousand dollars (\$600,000) shall be used without limitation towards the cost of plans and specifications, surveys and estimates of cost and revenues, the cost of engineering, environmental assessment and mitigation, soil testing, legal and other professional services, expenses incident to determining the feasibility or practicability of the project.
 2. **Construction and Development Costs:** The remaining balance of the award, after allocations for soft costs have been deducted, shall be disbursed between September 2024 and September 2026. These disbursements will occur on an as-needed basis, but no more than monthly, contingent upon the review and approval by the City staff of appropriate documentation that the funds have been spent toward the construction of the Project as defined above. Appropriate documentation shall include but not be limited to Applications for Payment from the General Contractors and invoices from vendors and other professionals associated with the project.
 3. **Retainage:** An amount equal to 5% of the total grant award, or three hundred thousand dollars (\$300,000) will be retained by the City until the project achieves 100% construction completion of the residential units as documented by a Certificate of Occupancy issued by the City's Building Official.
 4. **Pre-Disbursement Conditions:** Prior to the execution of this Agreement, and as a condition precedent to any disbursement of funds under the terms herein, CRHA shall provide to the City a detailed list of milestones, activities, and deliverables for each phase of the South First Street Phase Two redevelopment project.

South 1st Street Phase Two Redevelopment Project Grant Agreement

This list shall encompass, but not be limited to, the following phases:

- a. Predevelopment Completed (June 2024): All preparatory work was completed, all necessary permits were secured, and financing arrangements were finalized.
 - b. Financial Closing and Construction Start (September 2024) is scheduled to take place in September 2024. This includes the execution of financial agreements and the commencement of construction activities. If the construction of the buildings within the Project does not begin on or before September 30, 2024, this MOA (Memorandum of Agreement) will expire, and the city will not have any obligation to the CRHA or its assigns. The CRHA can request a one-time 90-day extension in writing, and this request must be filed with the City Manager's Office by certified mail no later than September 1, 2024.
 - c. Construction Completed (September 2026): Final construction deliverables, occupancy permits, and initial tenant placements. The CRHA and the Signatory Entities shall make commercially reasonable efforts to complete construction and equipping of the Improvements no later than September 2026 (the "Completion Date"), which may be extended due to force majeure or other reasons approved by the City Manager.
 - d. The CRHA or the assigned Signatory Entities: establish a budget for the construction of the project and submit it to the city for review. The City will communicate in writing to the CCDC and/or the CRHA within ten (10) business days after receipt of the Budget whether it has any concerns. After the Budget is reviewed and the City has responded to the Recipient, all subsequent changes to the Budget shall likewise be subject to review and comment by the City.
 - e. Comply with all applicable federal, state, and local laws and secure all plans, approvals, bonds, and permits as may be necessary or appropriate for the construction of the Improvements and the occupancy thereof.
 - f. Encourage contractors and sub-contractors during the construction of the Project to provide employment opportunities for City residents, and to that end, may work closely with the City of Charlottesville Office of Economic Development and the Central Virginia Partnership for Economic Development and the Virginia Workforce Center to support the recruitment, screening, and training residents and public housing residents within the City of Charlottesville is encouraged.
- (C) Other City Subsidies: In addition to the funding approved in Section 3(A), above, the City Council also hereby approves an annual recurring subsidy for the purpose of inducing CRHA, CCDC, and the Project Owner to undertake and complete the Project and as an inducement for the Project Owner to operate the Project pursuant to the terms of this Ordinance.
1. The amount of the annual subsidy shall be the dollar amount of the real estate taxes assessed and billed to the Project owner for each tax year (January 1 - December 31).
 2. This subsidy shall be available with respect to the Project for a total of fifteen (15) tax years, beginning with the first tax year in which the Project Owner receives a real estate assessment and bill for the Project, or until the expiration of the LIHTC initial compliance period, whichever first occurs.
 3. Notwithstanding the foregoing, the subsidy shall not be payable by the City within any tax year in which the household incomes of renters, and maximum rents, of residential units within the Project are not in compliance with income and rent requirements set forth within

South 1st Street Phase Two Redevelopment Project Grant Agreement

the Extended Use Agreement executed by the Project Owner for and in connection with the LIHTC Tax Credit program.

4. The annual subsidy shall be paid as a grant by the City to CRHA. CRHA agrees to provide said grant funds to CCDC, which will in turn provide a loan of those funds to the Project Owner for use in the development and operation of the Project in compliance with the terms of this Ordinance.
 - a. While recognizing that it is not empowered under Virginia law to make any binding commitment beyond the current fiscal year of the City, it is the current intention of the Council to make sufficient annual appropriations to fund the annual subsidy for which Grant Funds are approved under this Section 3 (B). To that end, the City Manager or other officer charged with the responsibility of preparing the City's budget shall include in the proposed budget for each fiscal year of the City a request that the Council appropriate sufficient amounts to cover the annual subsidy referenced within this Section 3 (B).
 - b. If at any time during any fiscal year of the City, the amount appropriated in the City's annual budget is insufficient to pay the annual subsidy referenced within this Section 3 (B), then the City Manager or other officer charged with the responsibility of preparing the City's budget shall submit to the Council, as promptly as practicable, a request for a supplemental appropriation sufficient to cover the deficit.

(D) The payment of any Grant is dependent upon:

1. CRHA or its assigns making an investment in the Property no later than the Completion Date and providing the City and the City Manager or designee with reasonable evidence of the amount of such Investment, and evidence of continued compliance with the other requirements of the Investment in the Property, including, if requested by the City Manager or designee, copies of invoices that were paid.
2. CRHA or its assigns and any subsequent owner or owners of all or any portion of the Property agreeing not to contest any increase in assessed value for the Property for any year on which a Grant is based.
3. To the extent that the assessed value of the Property is decreased for any reason during the term of this Agreement, the amount of Grant shall be reduced by the tax decrease based on the decrease in Incremental Increased Value.
4. No Grant shall be paid so long as any taxes of any kind due and owing to the City by the Developer or subsequent owner or owners of all or any portion of the Property remain unpaid or if the assessed value for the Property is being contested. The CRHA or assigned Signatory Entities agree to pay all taxes due to the City in a timely manner.

(E) While recognizing that it is not empowered under Virginia law to make any binding commitment beyond the current fiscal year of the City, it is the current intention of the Council to make sufficient annual appropriations during the term of this Agreement to fund all financial obligations of the City Manager or designee hereunder. To that end, the Council has directed the City Manager or other officer charged with the responsibility of preparing the City's budget to include in the proposed budget for each fiscal year of the City during the term of this Agreement a request that the Council appropriate the amounts due under this Agreement during such fiscal year.

South 1st Street Phase Two Redevelopment Project Grant Agreement

- (F) If at any time during any fiscal year of the City, the City Manager or designee or the Developer determines that the amount appropriated in the budget is insufficient to pay such funds when due that fiscal year, then the City Manager (or other officer charged with the responsibility of preparing the City's budget) shall submit to the Council at the next scheduled meeting of the Council or as promptly as practicable, a request for a supplemental appropriation sufficient to cover the deficit.
- (G) This Agreement shall not create a joint venture or any relationship of agency, employer-employee, or contractor between any of the Signatories of this Agreement.
- (H) The CRHA reserves the right to approve any assignment of this Agreement by the Signatory Entities to any individual or entity and, the ownership interests of any such entity must be disclosed to the City Manager or designee. Any change in the organizational structure of CRHA and/or Signatory Entities shall also be subject to approval by the City Manager or designee. Any such assignee shall be bound by all the terms and conditions of this Agreement, including but not limited to the Investment amounts and other requirements set forth in this Agreement.
- (I) The covenants of the City Manager or designee as stated in this Agreement shall not be interpreted to establish any pledge, security interest, lien, or other encumbrance on the property of the City and/or the City Manager or designee. All obligations of the City Manager or designee hereunder are contingent upon the satisfaction and continued performance by the Developer of its obligations set forth in paragraph numbered 1 above and the appropriation and receipt of funding from the City.
- (J) This Agreement shall be governed by the laws of the Commonwealth of Virginia, and, in the event of litigation, jurisdiction, and venue shall be in the Circuit Court of the City of Charlottesville, Virginia, and all legal actions involving this Agreement shall be brought only in such court. All Signatories hereto agree that in the event of any action brought to enforce the terms and provisions hereof, the prevailing party shall be entitled to reimbursement of reasonable attorney's fees and court costs. All Signatories to this Agreement have standing to enforce any covenants, terms, provisions, and agreements set forth herein.
- (K) This Agreement is the entire agreement between the Signatories hereto, sets forth all of promises, agreements, conditions, and understandings between the Signatories respecting the subject matter hereof, and supersedes all prior and contemporaneous negotiations, conversations, discussions, correspondence, memoranda, and agreements between the Signatories concerning such subject matter.
- (L) This Agreement is subject to modification only by written agreement signed by all Signatories hereto and all notices required under this Agreement shall be given in writing, and shall be deemed to be received five (5) business days after being mailed by the first class mail, postage prepaid, return receipt requested, or one (1) business day after being placed for next day delivery with a nationally recognized overnight courier service, or upon receipt when delivered by hand, addressed as follows:

If to the City Manager or designee, to:

The City Manager: Samuel Sanders Jr.
City of Charlottesville, Virginia
c/o Office of Community Solutions (OCS): OCS Housing Program Manager or Director
P.O. Box 911 Charlottesville, Virginia 22902

With a copy to:

South 1st Street Phase Two Redevelopment Project Grant Agreement

City Attorney
City of Charlottesville
P.O. Box 911 Charlottesville, Virginia 22902

If to the Developer or Signatory Entities, to:

c/o John Sales, Executive Director
Charlottesville Redevelopment and Housing Authority (CRHA)
PO Box 1405, Charlottesville, VA 22902

With a copy to

Delphine G. Carnes, Esq.
Delphine Carnes Law Group, PLC
101 W. Main Street
Norfolk, VA 23510

- (M) This Agreement may be executed, via facsimile or email and, in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument. This Agreement shall be binding upon and inure to the benefit of the Signatories hereto and their respective successors and assigns.
- (N) If any provision of this Agreement is determined to be unenforceable, then the remaining provisions of this Agreement shall be interpreted as in effect as if such unenforceable provisions were not included therein. Each of the Signatories to this Agreement represents that it is fully authorized to enter and that it will be bound by, this Agreement.
- (O) The provisions of this Agreement are intended to and shall survive closing, the delivery of any deed or other instrument, and any other event.

***** Signatures to Follow *****

South 1st Street Phase Two Redevelopment Project Grant Agreement

IN WITNESS WHEREOF, the Signatories hereto have executed this Agreement to be effective as the date _____, 20__.

ACCEPTED/ AGREED BY RECIPIENT(S):

BY: CHARLOTTESVILLE COMMUNITY DEVELOPMENT CORPORATION,
a Virginia corporation, **and**

BY: SIXTH STREET PHASE ONE, LLC
a Virginia limited liability company, and its Sole Member:

CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY,
a political subdivision of the Commonwealth of Virginia

_____(Printed)
Executive Director, Charlottesville
Redevelopment and Housing Authority /
President, Sixth Street Phase One, LLC
and Charlottesville Community
Development Corporation

_____(Signature)
Executive Director, Charlottesville
Redevelopment and Housing Authority /
President, Sixth Street Phase One, LLC
and Charlottesville Community
Development Corporation

Date: _____

ACCEPTED AND AGREED BY CITY OF CHARLOTTESVILLE:

_____(Printed)
City Manager

_____(Signature)
City Manager

Date: _____

LEGAL REVIEW AND CONFORMANCE AS TO FORM:

_____(Printed)
City Attorney's Office

_____(Signature) Date: _____
City Attorney's Office

FINANCE REVIEW

_____(Printed) Date: _____
Dept. of Finance

_____(Signature) Date: _____
Dept. of Finance

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



Agenda Date:	July 15, 2024
Action Required:	Approval of resolution by City Council.
Presenter:	Ashley Marshall, Deputy City Manager
Staff Contacts:	Ashley Marshall, Deputy City Manager Chris Cullinan, Director of Finance
Title:	Resolution of the Charlottesville City Council approving the City's participation in the Proposed Settlement of Opioid-Related Claims Against Kroger

Background

A formal communication from the Virginia Office of the Attorney General went out to all Virginia cities and counties in June 2024 concerning the proposed settlement of opioid-related claims against Kroger and its related corporate entities. All litigating localities are required to have their governing bodies approve a resolution about this additional settlement.

Discussion

The City of Charlottesville approved and adopted the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding and affirmed that any pending settlement would be subject to that Virginia MOU. Settlements for the "Distributors" (McKesson, Cardinal Health, and AmeriSource Bergen) and Johnson & Johnson/Jansen were finalized on October 18, 2022. In January 2023, settlements were announced with three pharmacy chains -- CVS, Walgreens, and Walmart — and two additional manufacturers — Allergan and Teva. As with the 2021 and 2022 National Settlements, states and local governments that want to participate in the 2023 National Settlements now will have the opportunity to "opt-in." Through this resolution, the City of Charlottesville is exercising its right to legally opt into the settlement by Kroger and its related corporate entities.

Alignment with City Council's Vision and Strategic Plan

This aligns with the Council's Commitment to Justice, Equity, Diversity, and Inclusion.

Community Engagement

This is a legal settlement led by the Virginia Office of the Attorney General, and therefore, no community engagement will be held by that Office or the State.

Budgetary Impact

There is no negative budgetary impact.

Recommendation

It is recommended that the council approves the required resolution to opt into the Kroger opioid settlement.

Alternatives

The City Council can refuse to opt-in and thereby forfeit any payments to the locality.

Attachments

1. June 2024 Resolution To Approve of Settlement with Kroger Opioid Settlement #2

RESOLUTION

A RESOLUTION OF THE CHARLOTTESVILLE CITY COUNCIL APPROVING OF THE CITY'S PARTICIPATION IN THE PROPOSED SETTLEMENT OF OPIOID-RELATED CLAIMS AGAINST KROGER AND ITS RELATED CORPORATE ENTITIES AND DIRECTING THE CITY MANAGER OR THEIR DESIGNEE TO EXECUTE THE DOCUMENTS NECESSARY TO EFFECTUATE THE CITY'S PARTICIPATION IN THE SETTLEMENT

WHEREAS, the opioid epidemic that has cost thousands of human lives across the country also impacts the Commonwealth of Virginia and its counties and cities, including the City of Charlottesville, by adversely impacting the delivery of emergency medical, law enforcement, criminal justice, mental health, and substance abuse services, and other services by Charlottesville's various departments and agencies; and

WHEREAS, the Commonwealth of Virginia and its counties and cities, including the City of Charlottesville, have been required to allocate substantial taxpayer dollars, resources, staff energy, and time to address the damage the opioid epidemic has caused and continues to cause the citizens of the Commonwealth and Charlottesville, and

WHEREAS, a settlement proposal has been negotiated that will cause Kroger to pay over a billion dollars nationwide to resolve opioid-related claims against it; and

WHEREAS, the City has approved and adopted the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding (the "Virginia MOU"), and affirms that this pending settlement with Kroger shall be considered a "Settlement" that is subject to the Virginia MOU, and shall be administered and allocated in the same manner as the opioid settlements entered into previously with opioid distributors McKesson, Cardinal Health, and AmerisourceBergen, opioid manufacturers Janssen Pharmaceuticals, Teva Pharmaceuticals, and Allergan, and retail pharmacy chains CVS, Walgreens, and Walmart;

WHEREAS, the City's outside counsel, Sands Anderson, has reviewed the available information about the proposed settlement and has recommended that the City participate in the settlement in order to recover its share of the funds that the settlement would provide;

NOW THEREFORE BE IT RESOLVED that the Charlottesville City Council, this ____ day of _____, 2024, approves of the City's participation in the proposed settlement of opioid-related claims against Kroger and its related corporate entities, and directs the City Manager or their Designee to execute the documents necessary to effectuate the City's participation in the settlement, including the required release of claims against Kroger.

This resolution shall be effective immediately.

	<u>Aye</u>	<u>No</u>
Payne		
Pinkston		
Snook		
Wade		
Oshrin		

Approved by Council
July ____, 2024

Kyna Thomas, MMC
Clerk of Council

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



Agenda Date:	July 15, 2024
Action Required:	Appropriation
Presenter:	Misty Graves, Director of Human Services
Staff Contacts:	Hunter Smith, Human Services Planner
Title:	Resolution to appropriate Virginia Department of Criminal Justice Services Victims of Crime Act Grant Award FY24-\$123,614 (1 of 2 readings)

Background

The Virginia Department of Criminal Justice Services has awarded the Department of Human Services \$123,614 from its Victims of Crime Act (VOCA) program to provide trauma-focused, evidence-informed case management and clinical services. This is a continuation grant from the FY22/23 original award.

Discussion

The City of Charlottesville's Department of Human Services' Evergreen Program increases access to trauma-informed intervention for victims within schools as well as low-wealth neighborhoods, expands access to mental health services for victims, and supports behavioral interventionist positions serving victims of crime. Funds will be used to hire one school-based interventionist, who will provide trauma and need assessments, service planning and delivery, coordination with other providers, and case management for up to thirty child victims each year. The school-based interventionist serves students at Buford Middle School. Both Behavioral interventionists will be trained in youth development, trauma-supportive care, and anti-racism.

Alignment with City Council's Vision and Strategic Plan

This project is strongly aligned with City Council's Strategic Plan Goal #2: Healthy and Safe City; specifically Goal #2.2: meet the needs of victims and reduce risk of recurrence.

Community Engagement

Community partners, including Charlottesville City Schools, were critical in the development of the original grant proposal to the Virginia Department of Criminal Justice Services. Families and youth involved in the first year of programming have helped influence its development.

Budgetary Impact

The Department of Human Services has been receiving grant funds for this program from the Department of Criminal Justice Services (DCJS) since 2019. The award period for this continuation

covers eligible expenses incurred from July 1, 2023 to June 30, 2024. A recent review indicated that while Council had approved the original grant for FY 23, the continuation of funding for FY 24 had not been formally accepted and approved by Council.

Recommendation

Staff recommends appropriating the funds as written.

Alternatives

If grant funds are not appropriated, the grant funds awarded for FY 24 will have to be forfeited and the expenses incurred for this program in FY 24, will have to be covered using local funds.

Attachments

1. FY24 VOCA Appropriation

APPROPRIATION
Charlottesville Student Victim Outreach Program Department of Criminal Justice Services
Victim of Crimes Act Grant
\$123,614

WHEREAS, the City of Charlottesville has been awarded \$123,614 from the Department of Criminal Justice Services;

WHEREAS, the funds will be used to support Evergreen, a program operated by the Department of Human Services. The grant award covers the period from July 1st, 2023 through June 30th, 2024;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$123,614 is hereby appropriated in the following manner:

Revenue – \$123,614

\$ Fund: 209 CostCenter: 3413018000 G/L Account: 430120

Expenditures - \$123,614

\$ Fund: 209 CostCenter: 3413018000 G/L Account: 519999

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$123,614 from the Department of Criminal Justice Services.



City Manager's Report

City Departments

7-15-2024

City Manager – Sam Sanders (he/him)

- The City Manager's Office welcomes Lori Lawson as our newest addition to the team. She is our new Administrative Assistant and will work on a variety of tasks in supports of the CMO and other standalone offices. Lori will be one of the new voices the public will hear when calling the office to ask questions or to report issues of concern. We would also like to thank Teresa Pollack for her steadfast work in this prior role, and we congratulate her on the promotion to a higher-level assistant with the Department of Public Works.
- I would like to offer my congratulations and sincere thanks to Riaan Anthony, the permanent Director of Parks and Recreation. Riaan has contributed greatly over the years, but none more significant than in the past two years as the leadership of the department experienced challenges and eventually transitioned. Riaan has been responsive, attentive, and supportive to the whole team during this time. There has been a groundswell of support for Riaan both in the department and the public. I have been pleased to hear both perspectives from a number of people who took the time to express it.
- Attended CHO Airport Board Workshop on July 9th.
- Attended Monthly Meeting with Jeff Richardson (Albemarle County) on July 9th.
- Attended Jaunt Shareholder's Meeting on July 10th.
- Participated in Ratings Calls with our creditors: Moody's and S&P on July 10th.
- Don't forget to watch *Inside Charlottesville* on the city's public access channel and online at any time. My segment - *On the Spot* – is an opportunity for me to share important items and updates with the public.

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

- ICMA Economic Mobility and Opportunity Cohort Attendance
 - The City of Charlottesville was selected through a competitive application process as one of the fifteen (15) communities to join the International City/County Manager's Association (ICMA) 2024 Economic Mobility and Opportunity Peer Learning Cohort and Grant Program. The program is made possible through support by the Gates Foundation's Economic Mobility and Opportunity program. In late June 2024, DCM Marshall and Director for the Office of Economic Development – Chris Engle, attended the Cohort's first convening. The City will receive a grant to use over the next six months to focus in on gathering information on current opportunities and barriers to members of our community being able to move up the economic ladder.
- ANCHOR Launches to Support the Community
 - The City's Co-Responder program – ANCHOR – has launched starting July 1, 2024. The collaborative program brings together the Charlottesville Police Department, the Charlottesville Fire Department, and Partner for Mental Health – a local nonprofit community organization to provide assistance to those experiencing a mental health crisis and has called for emergency services as an alternative to the traditional public safety response. This work is being supported by the Department for Human Services and is working towards the Virginia Marcus Alert legislation requirements for most localities in the Commonwealth.

Deputy City Manager for Operations – James Freas (he/him)

- Interviewing for Director of Neighborhood Development Services on July 17th.
- Completing an overview of punch list matters pertaining to the completion of the Belmont Bridge Project.
- Engaged in discussions surrounding the pending sale of Carlton Mobile Home Park.
- Initiated a review and development of a public art program and policy through the engagement of a summer intern.
- Reviewing proposed policies for Right of Way acquisition, Land Bank establishment, and VDOT performance management.

Human Resources – Director Mary Ann Hardie (she/her)

- We are excited to share that the City will be hosting a job fair open to the public (City of Charlottesville Job Fair) at the end of next month on August 29th, from 5:00 PM to 8:00 PM at the Carver Recreation Center! This is a fantastic opportunity to learn about career opportunities within various city departments and to start a CAREER in public service! More information will be coming on our website soon - but event registration may be found here: <https://www.eventbrite.com/e/city-of-charlottesville-job-fair-tickets-938495684857>

Human Services – Director Misty Graves (she/her)

- The City of Charlottesville's Co-Responder team, ANCHOR, launched services on July 1. ANCHOR stands for Assisting with Navigation, Crisis Response, and Outreach Resources. This is a collaboration between the Department of Human Services, Charlottesville Police Department, Charlottesville Fire Department and Partner for Mental Health. The first few weeks of ANCHOR include training, community engagement, and responding to mental health crises and follow ups after opioid overdoses. The major activities of ANCHOR include providing support, consultation, and connections to resources. There are five current members of the team. The Albemarle County's counterpart, HART, continues to be a resource throughout the launching phase of the program.
- Summer programs for Youth are underway!
- The Teens GIVE Service-Learning program takes small groups of teens to volunteer at local non-profits that is led and facilitated by Department of Human Services staff. The Teens GIVE motto is: "Making a positive difference in our community, while making a positive difference in ourselves. Some of the sites this summer include Meals on Wheels, Urban Agriculture Collective's community gardens, Community Bikes, Habitat for Humanity Store. After completing service, the youth participate in recreational activities. Transportation is provided which improves access to this summer youth program.
- The Community Attention Youth Internship Program (CAYIP) successfully matched 140 youth to a variety of different internship sites in the community. Interns earn a stipend for meeting their goals and contributing positively to their worksites. The program ends August 2. For pictures and ongoing updates about the impact of this experience, please follow @CAYIPCVille on Facebook and Instagram.

- The Community Connector Program will launch it's second iteration of the Healthy Living Class which residents can get nutritional and cooking lessons and financial literacy rolled into one 8-week session through a partnership with the Virginia Cooperative Extension.
- Community Attention Foster Families (CAFF) will launch it's PRIDE session on July 9th which is the statewide best practice curriculum to train new potential foster parents to join the CAFF team! If interested in becoming a foster parent, people are encouraged to register for the next informational session on July 8th here: <https://www.charlottesville.gov/260/Become-a-Foster-Parent>.
- This month, the Community Based Service called Parent Advocacy has successfully supported three biological families to reunite with their children from foster care. This supports the shared community goal between Dept. of Human Services and Dept. of Social Services to supporting reunification.

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

- Charlottesville Parks & Recreation is hosting public input sessions for feedback on recreational needs for four specific parks. These parks are part of framework plans in the Parks and Recreation Master Plan guiding the city for the next 10 years.
 - Public Input Session Schedule:
 - Monday, July 15, 6:00 pm: Court Square and Market Street Park (City Council Meeting)
 - Thursday, July 18, 6:00 pm: Benjamin Tonsler Park (Benjamin Tonsler Recreation Center)
 - Tuesday, July 23, 6:00 pm: Booker T. Washington Park (Carver Recreation Center)
 - Online feedback options include a survey, email, and an interactive mapping feature at Charlottesville Parks and Recreation Master Plan | EngagePros (mysocialpinpoint.com).
- July is National Parks & Recreation Month. We have created an Activities Challenge card that patrons can complete and get a SWAG prize. The cards are available for pick up at Carver, Key and Smith. Complete 6 out of 9 activities for a SWAG prize; submit by July 31st at Carver. For more information, visit Charlottesville Parks and Recreation. Activities Challenge card available at Carver, Key, and Smith. For more information, visit <https://www.charlottesville.gov/1742/Parks-Recreation>.

Utilities – Director Lauren Hildebrand (she/her)

- Listening sessions for the Charlottesville Gas Decarbonization Study kicked off earlier this month with a great turnout from the community, and the Department of Utilities extends a big thank you to all who attended. If you missed the first session, there is still time to join the conversation by attending one of two more listening session opportunities. A second virtual session will occur Tuesday, July 16th from 5:30PM – 6:45PM via ZOOM, and an in-person session will occur Thursday, August 22nd from 6PM – 7:15PM at CitySpace on the Downtown Mall. To register for one of these listening sessions, please click here <http://www.tinyurl.com/CvilleGasStudy>.

Information Technology – Director Steve Hawkes

- The Department of Information Technology welcomed two new team members last month, Cam Jones, Technical Support Specialist, and Kayvion Carter, CAYIP Summer Intern. Cam comes to the City after recently completing his Bachelor's Degree at William and Mary and Kayvion just graduated from Charlottesville High School and will be interning with IT this summer. Welcome Cam and Kayvion.

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



Agenda Date:	July 15, 2024
Action Required:	Amendment of City Code
Presenter:	Jason Vandever, City Treasurer
Staff Contacts:	Lisa Burch, Human Resources Benefits Coordinator, Retirement
Title:	Ordinance to amend Chapter 19 of the Charlottesville City Code - Definition of Actuarial Equivalent in Defined Benefit Plan

Background

The Defined Benefit Plan pays participants a pension upon retirement payable for the participant's lifetime. However, participants have the option to elect a contingent beneficiary (or survivor). If a participant elects a contingent beneficiary, the participant's monthly pension is reduced and upon the participant's death, the beneficiary continues to receive the pension payment. The amount that the participant's pension is reduced is determined by a mortality table. According to current City Code language, the City is required to use the UP-84 Mortality Table. Since 1984, mortality experience has improved. The proposed ordinance will update the definition of actuarial equivalence in City Code to allow the Retirement Commission to use updated mortality tables as they become available.

Discussion

At the Retirement Commission's request, the plan actuary, Sageview, conducted a study of the current contingent beneficiary allowance conversion factors. The actuary recommends that the City use the Pub 2010 table with Adjustment Scale MP-2021 (the most recent mortality table available for public plans) and a 7.5% interest rate to calculate future contingent beneficiary pension amounts. Changing the conversion factors will have no impact on the annual valuation because liabilities are calculated based on single life annuities.

Presently the City Code states: *Actuarial equivalent* means a benefit of equal value when computed upon the basis of such actuarial tables as are adopted by the commission. The actuarial equivalents and all actuarial calculations shall be determined on the basis of interest at an assumed rate of 8%, and the UP84 Mortality Table for the member, and the UP84 Mortality Table with a five-year setback in age for spouses and/or beneficiaries.

We propose that the City Code be changed so that it does not reference a specific mortality table.

Alignment with City Council's Vision and Strategic Plan

This change aligns with the City's commitment to implement equitable practices and policies across all of its activities.

Community Engagement

N/A

Budgetary Impact

None anticipated.

Recommendation**Alternatives**

Leave the Ordinance unchanged

Attachments

1. ORD - Chpt. 19 Pension Plan 6.3.2024
2. Optional Contingent Annuitant Allowance conversion factors - board presentation

AN ORDINANCE TO AMEND CITY CODE
CHAPTER 19
SECTION 19.91 - DEFINITIONS

WHEREAS, participants of the City Defined Benefit Plan may elect a contingent beneficiary for death benefits. This election reduces the participant's monthly pension but allows a beneficiary to continue to receive the pension payment following the participant's death. A mortality table is used to determine the amount that the participant's pension is reduced. Current City Code language requires the use of the UP-84 Mortality Table. Since 1984, mortality experience has improved significantly. The proposed code amendment will update the definition of actuarial equivalence in City Code to allow the Retirement Commission to use updated mortality tables as they become available; and

WHEREAS, the required public hearings on the proposed amendment have been conducted; and

WHEREAS, this City Council has considered staff recommendations; and

WHEREAS, this Council finds that the proposed definition change will allow the Retirement Commission to use updated mortality tables as available ensuring the most up-to-date calculation for pension plan death benefits; now, therefore,

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia that Chapter 19, Section 19.91, Definitions, of the Code of the City of Charlottesville, 1990, as amended, be and hereby is amended and reenacted as follows:

Sec. 19-91. - Definitions.

As used in this article, the following words and phrases shall have the meanings ascribed to them by this section, unless a different meaning is plainly required by the text:

Accumulated contributions means the sum of all amounts deducted from the compensation of a member and credited to their individual account in the member's contribution account, all amounts the member may contribute to purchase creditable service and all interest credited to the member's contribution account pursuant to section 19-92(g).

Actuarial equivalent means a benefit of equal value when computed upon the basis of such actuarial tables as are adopted by the commission. The actuarial equivalents and all actuarial calculations shall be determined on the basis of interest at an assumed rate of **7.5%**, 8%, and the UP84 Mortality Table for the member, and the UP84 Mortality Table with a five-year setback in age for spouses and/or beneficiaries.

Appointing authority means the city council in the case of city council appointees; the commissioner of revenue, the city treasurer, the city sheriff, the clerk of the circuit court and the commonwealth's attorney in the case of their employees; and the city manager in the case of all other members of the plan, except for such elected constitutional officers.

Average final compensation means the average annual creditable compensation of a member during the three (3) consecutive years of creditable service in which such compensation was at its greatest amount. However, for any person who becomes a member after June 30, 2012, average final compensation means the average annual creditable compensation of a member during the five (5) consecutive years of creditable service in which such compensation was at its greatest amount.

Beneficiary means any person entitled to receive benefits under this article. A beneficiary for purposes of a payment made in the event of death (other than a contingent beneficiary under an annuity option form or the survivor allowance payable pursuant to section 19-105(b) or (c)) shall be that person named by the member in a beneficiary designation form filed with the city. If no designation is filed, the beneficiary shall be the members' spouse or, if none, the member's estate.

Commission means the retirement plan commission provided for in article III of this chapter.

Creditable compensation means the full compensation payable annually to an employee working the full normal working time for their position exclusive of overtime. The creditable compensation of an employee paid on an hourly basis shall be computed at their regular hourly rate multiplied by the regular number of working hours per week multiplied by fifty-two (52). In cases where compensation includes maintenance and other perquisites, the city manager shall fix the value of the part of the compensation not paid in money. Notwithstanding the foregoing, creditable

compensation taken into account for purposes of determining benefits under the plan shall be limited by the compensation limit pursuant to Section 401(a)(17) of the Internal Revenue Code of 1986, as amended. For purposes hereof, the compensation limit, for years beginning on or after January 1, 1986 but before December 31, 1992, is two hundred thousand dollars (\$200,000.00) as adjusted by the cost of living adjustment factor prescribed by the Secretary of the Treasury or their delegate under Section 415(d) of the Internal Revenue Code of 1986, as amended, the "adjustment factor"; and for years beginning on or after January 1, 1993, is one hundred fifty thousand dollars (\$150,000.00) (as adjusted by the adjustment factor in ten thousand dollars (\$10,000.00) increments on the basis of a base period of the calendar quarter beginning October 1, 1993). For purposes of applying the limitation applicable to each year, the limit for a plan year shall be the limitation in effect for the calendar year in which the plan year begins determined without increases in the limitation for subsequent years.

Creditable service means, for any member who is in service at any time after July 1, 1982, their total service as an employee, whether or not continuous, exclusive of any separate period of service of less than nine (9) months in duration, but inclusive of official leave for military service, to the extent required by federal or state law. Creditable service shall be counted in terms of calendar years, with completed months of creditable service in excess of complete years being counted as a fractional part of a year.

For any employee eligible to retire pursuant to the provisions of section 19-95(a), (e), (g) or section 19-100 of this chapter, creditable service shall include, for purposes of computing the retirement allowance, one-half ($\frac{1}{2}$) of the employee's accumulated and unused sick leave as of the date of retirement, up to a maximum of two thousand (2,000) hours.

Employee means any person who is employed by the city on a full-time, year-round basis, whether paid by the hour, week, month or otherwise. Such term shall not include any person, judicial, professional or otherwise, employed either on a part-time basis or on a seasonal basis; nor shall it include any official elected by the people or any person employed in the office of such official; except, that it shall include the commissioner of revenue, the city treasurer, the city sheriff, the clerk of the circuit court, the commonwealth's attorney and their full-time employees. Such term shall not include the employees of any office, department or agency which participates in the Virginia Supplemental Retirement System, regardless of whether such office, department or agency is funded wholly or partly by the city; provided, that any clerk

or employee of the district court employed in such capacity on June 30, 1973, who elected not to participate in the Virginia Supplemental Retirement System shall continue to be considered an employee, for purposes of this article only, and be eligible for benefits hereunder to the full extent of their salary. Such term shall include the employees of any multi-jurisdictional agency in which the city is a participating jurisdiction, when such employees are not covered under the Virginia Supplemental Retirement System, or in any other retirement plan, and when the city has contractually agreed to include such employees in the retirement plan provided by this article. Notwithstanding the foregoing definition, "employee" also includes any person who meets the foregoing definition, except that they:

- (1) Works less than full-time but at least half-time;
- (2) Works less than year-round but at least thirty-six (36) weeks per year; and
- (3) Is in service on or after July 1, 1987.

In case of dispute, the commission shall determine who is an employee within the meaning of this article.

Member means any employee or former employee who is currently, or shall in the future, be recognized as having membership in the plan.

Member contribution account means the account established under the plan to hold the member's contributions and earnings thereon required and credited pursuant to section 19-92.

Normal retirement date means the first day of the month coinciding with or next following:

- (1) For a member who is a police officer, firefighter, sheriff or sheriff's deputy, the sixtieth (60th) birthday of the member, and
- (2) For a member who is not a police officer, firefighter, sheriff or sheriff's deputy, the sixty-fifth (65th) birthday of the member.

Person who becomes a member after June 30, 2012 means a person who is not a member of a plan described in section 19-94(a) or (c) who is hired or rehired after June 30, 2012 as an employee as defined herein. In the case of an employee who is rehired after such date and whose credited service attributable to employment prior to July 1, 2012 is reinstated or is otherwise not disregarded, shall not be treated as a person who becomes a member after June 30, 2012 if such employee elects to be a

member of a plan described in section 19-94(a) or (c) at the time of their rehire. Any benefit accumulated under the plan based on employment prior to July 1, 2012 shall remain frozen as though their employment after June 30, 2012 had not occurred. If such employee does not elect to be a member of a plan described in section 19-94(a) or (c) at the time of their rehire, their benefit under the plan shall be determined based on the provisions applicable to a person who becomes a member after June 30, 2012, except that no employee contribution shall be required or collected with respect to service performed prior to July 1, 2012.

Plan means "The Supplemental Retirement or Pension Plan of the City of Charlottesville," as set forth in this article.

Retirement allowance means the retirement payments to which a member is entitled, as provided in this article.

Service means service as an employee for which compensation is paid.

(Code 1976, § 20-19; 12-21-92; 10-16-00(1); 5-5-03(2); 1-3-12; 9-7-21(1), § 2)

Cross reference— Definitions and rules of construction generally, § 1-2.

	<u>Aye</u>	<u>No</u>
Payne		
Pinkston		
Snook		
Wade		
Puryear		

Approved By Council
July ____, 2024

Kyna Thomas, MMC
Clerk of Council

Suggested Motion: I move that Chapter 19, Section 19.91, Definitions, of the Code of the City of Charlottesville be amended.

Legend: Deleted language
New language



City of Charlottesville

The Retirement Plan for the City of Charlottesville

Optional Contingent Beneficiary Allowance Conversion Factors

April 24, 2024

SAGE
VIEW





Contingent Beneficiary Allowance Conversion Factors

- When a member retires, they have the option of receiving their benefit as a monthly single life annuity or as a joint & survivor annuity which provides a death benefit to their contingent beneficiary.
- The actuarial value of the benefit should not change based on the member's election, so an actuarial conversion factor is applied to the single life annuity to calculate the joint & survivor amount based on the definition of actuarial equivalent in the City Code.
- Currently the actuarial equivalent definition in the City Code is the UP-84 mortality table for the member and the UP-84 mortality table with 5-year setback for the contingent beneficiary, and 8.0% interest rate.
- The UP-84 table was published in 1976 and incorporated mortality from the 1960's and 1970's and since then mortality has improved.
- The most recent Experience Study updates the mortality table to the Pub-2010 table with Adjustment Scale MP-2021 (the most recent mortality table available for public plans) and 7.5% interest rate which reflects more current asset allocation and capital market assumptions.
- Proposal is to update the definition of actuarial equivalence in the City Code to allow the Commission to make changes if warranted to reflect the most recent Experience Study.
- Currently the actuary recommends:
 - Pub-2010 table, for General Employees, amount-weighted with Scale MP-2021
 - Unisex table with 65% Male and 35% Female
 - 7.5% interest rate
- An example follows:



Example – Regular Joint & Survivor Options

- Member retirement age = 65; Contingent Beneficiary age = 62
- Monthly accrued benefit = \$1,000 payable as a Single Life Annuity (SLA)

Option	Current Factors	Monthly Benefit	Proposed Factors	Monthly Benefit	Increase in Benefit (\$)	Increase in Benefit (%)
100% J&S	.77598	\$775.98	.87129	\$871.29	\$95.31	12.3%
75% J&S	.82201	\$822.01	.90026	\$900.26	\$78.25	9.5%
67% J&S	.83860	\$838.60	.91035	\$910.35	\$71.75	8.6%
50% J&S	.87386	\$873.86	.93122	\$931.22	\$57.36	6.6%
SLA	1.00000	\$1,000	1.00000	\$1,000	\$0.00	0.0%

- *A regular Joint & Survivor Option pays a monthly benefit to the member for their lifetime and then a percentage of that benefit to their contingent beneficiary after their death. If the contingent beneficiary pre-deceases the member, the member's benefit amount does not change and will be paid as a life annuity to the member.*



Example – Pop-Up Joint & Survivor Options

- Member retirement age = 65; Contingent Beneficiary age = 62
- Monthly accrued benefit = \$1,000 payable as a Single Life Annuity (SLA)

Option	Current Factors	Monthly Benefit	Proposed Factors	Monthly Benefit	Increase in Benefit (\$)	Increase in Benefit (%)
100% J&S	.75459	\$754.59	.85956	\$859.56	\$104.97	13.9%
75% J&S	.80391	\$803.91	.89084	\$890.84	\$86.93	10.8%
67% J&S	.82181	\$821.81	.90177	\$901.77	\$79.96	9.7%
50% J&S	.86013	\$860.13	.92448	\$924.48	\$64.35	7.5%
SLA	1.00000	\$1,000	1.00000	\$1,000	\$0.00	0.0%

- *A Pop-Up Joint & Survivor Option pays a monthly benefit to the member for their lifetime and then a percentage of that benefit to their contingent beneficiary after their death. If the contingent beneficiary pre-deceases the member, the member's benefit amount reverts to the single life annuity amount and will be paid as a life annuity to the member.*



Contingent Beneficiary Allowance Conversion Factors

- As of the July 1, 2023 valuation, there were 715 total retirees and 134 elected a joint and survivor optional form (18.7%).
- Changing the conversion factors will have no impact on the annual actuarial valuation because we calculate liabilities based on the single life annuity.
- Assuming the percentage of members electing a joint & survivor option does not change, future additional liabilities will be approximately 1% higher resulting from the change in conversion factors.
- Effective date would be July 1, 2024.

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



Agenda Date:	July 15, 2024
Action Required:	Approval of Ordinance
Presenter:	Chris Engel, Director of Economic Development
Staff Contacts:	Chris Engel, Director of Economic Development
Title:	Ordinance to Correct Ordinance #O-21-172: Amending the Agreement to Operate a Joint Convention and Visitor's Bureau

Background

The City and County entered an Agreement to Jointly Operate a Convention and Visitor's Bureau on June 18, 2018. The parties executed a Third Amendment to this Agreement on February 25, 2022, but did not reference the correct version of the updated Agreement. This Ordinance would retroactively adopt the correct version of the amended Agreement to establish the updated terms and authority by which the Joint Convention and Visitors Bureau currently operates.

Discussion

This Ordinance simply seeks to attach the correct Amendment to the Agreement between the parties.

Alignment with City Council's Vision and Strategic Plan

This approval aligns with the goal of increased cooperation with the County. It also promotes the resources and attractions of both the City and the County, and seeks to foster a welcoming place of belonging through this cooperatively operated Bureau.

Community Engagement

N/A

Budgetary Impact

Approval of this item has no budgetary impact.

Recommendation

Approval of the Ordinance

Alternatives

Council could deny the Ordinance, and the Convention and Visitors Bureau would continue to operate under the wrong agreement.

Attachments

1. ORD - Correction of Amend. to Operate Joint Conv. and Vistors Bureau 7.2.24
2. CACVB ThirdAmendAgrmnt.2.25.22

**AN ORDINANCE TO CORRECT ORDINANCE #O-21-172
TITLED: AN ORDINANCE TO AMEND THE AGREEMENT
TO OPERATE A JOINT CONVENTION AND VISITORS
BUREAU**

WHEREAS, the City of Charlottesville (hereinafter “City”) approved Ordinance #O-21-172 (hereinafter “Ordinance”) to adopt an amendment to the Agreement between the City and Albemarle County (hereinafter the “County”) to Operate a Joint Convention and Visitors Bureau dated June 18, 2018; and

WHEREAS, the amendment to the Agreement was titled: Third Amended Agreement to Operate a Joint Convention and Visitors Bureau (hereinafter “Amended Agreement”) and was executed by the City and County on February 25, 2022; and

WHEREAS, by Ordinance, City Council approved the amendment to the Agreement and authorized the City Manager to execute the Agreement on behalf of the city but did not properly reference the correct version of the updated Agreement; and

WHEREAS, the City Manager executed the correctly labeled and dated ordinance which has been in effect since signature; and

WHEREAS, City Council seeks to retroactively adopt the correct version of the amended Agreement that was executed by the City Manager; and

WHEREAS, in order to correct the Ordinance, the Amended Agreement dated February 25, 2022, needs to be properly referenced in order to establish the updated terms and authority under which the Joint Convention and Visitors Bureau is currently operating:

NOW, THEREFORE, BE IT ORDANIED THAT pursuant to Virginia Code Section 15.2-1300, the Agreement dated June 18, 2018, is amended by the Third Amended Agreement to Operate a Joint Convention and Visitors Bureau dated and executed February 25, 2022, attached hereto as Exhibit A; and

BE IT FURTHER ORDAINED THAT Ordinance #O-21-172 is hereby corrected by the accurate reference to the Amended Agreement dated February 25, 2022 and is effective retroactively to that date.

This ordinance shall be effective immediately.

Payne
Pinkston
Snook
Wade
Oshrin

Aye No

Approved by Council
July ____, 2024

Kyna Thomas, MMC
Clerk of Council

THIRD AMENDED AGREEMENT TO OPERATE A JOINT CONVENTION AND VISITORS' BUREAU

THIS AGREEMENT is entered into this 25th day of February, 2022, by and between the County of Albemarle, Virginia (the "County") and the City of Charlottesville, Virginia (the "City"). This agreement may be referred to as the "CACVB Agreement" and "this Agreement." The County and the City may be referred to collectively as the "Parties."

RECITALS

- R-1** The County and the City are each enabled by Virginia Code§ 15.2-940 to "expend funds from the locally derived revenues of the locality for the purpose of promoting the resources and advantages of the locality"; and
- R-2** The County is enabled by Virginia Code § 58.1-3819 to expend Transient Occupancy Taxes collected by it (amounts in excess of two percent of the total five percent authorized to be collected) solely for tourism and travel, marketing of tourism or initiatives that, as determined after consultation with tourism industry organizations, including representatives of lodging properties located in Albemarle County, attract travelers to the County, increase occupancy at lodging properties, and generate tourism revenues within the County; and
- R-3** The County and the City are each enabled by Virginia Code§ 15.2-1300 to jointly exercise the authority granted to them pursuant to Virginia Code§ 15.2-940, and they desire to enter into an agreement with one another to continue to jointly fund and operate the local convention and visitors' bureau; and
- R-4** The County and the City desire to promote the resources and advantages of the County and the City, and to do so through the Charlottesville-Albemarle Convention and Visitors' Bureau as provided in this Agreement.
- R-5** The County and the City value the importance of diversity, equity, inclusion, and fostering a welcoming place of belonging through the Charlottesville Albemarle Convention and Visitors' Bureau.

STATEMENT OF AGREEMENT

The County and the City agree to the following:

1. Convention and Visitors' Bureau Established and Authorized.

The Charlottesville-Albemarle Convention and Visitors Bureau (the "CACVB") is re-established and re-authorized.

2. Purpose of the CACVB.

The purpose of the CACVB is to promote the resources and advantages of the County, the City, and the region pursuant to the terms and conditions of this Agreement, including marketing of tourism, as well as marketing of initiatives that: attract travelers to the City and County, increase lodging at properties located within the City and County, and generate tourism revenues within the City and County.

3. Organization of the CACVB.

The CACVB shall be organized to have an Executive Board, an Executive Director, and staff serving the CACVB.

- A. Executive Board.** An Executive Board is hereby established, and its composition and powers and duties are as follows:

- 1. Composition.** The Executive Board shall be composed of the following fifteen voting members:
 - a.** One member of the County Board of Supervisors.
 - b.** One member of the Charlottesville City Council.

- c. One accommodations representative appointed by the County Board of Supervisors as provided in Section 3(A)(2)(b).
 - d. One accommodations representative appointed by the Charlottesville City Council as provided in Section 3(A)(2)(b).
 - e. The County Director of Economic Development or designee.
 - f. The City Director of Economic Development or designee.
 - g. The Executive Vice President and Chief Executive Officer of the University of Virginia or designee.
 - h. One tourism industry organization representative appointed by the County Board of Supervisors as provided in Section 3(A)(2)(b).
 - i. One tourism industry organization representative appointed by the Charlottesville City Council as provided in Section 3(A)(2)(b).
 - j. One food or beverage representative appointed by the County Board of Supervisors as provided in Section 3(A)(2)(b).
 - k. One food or beverage representative appointed by the Charlottesville City Council as provided in Section 3(A)(2)(b).
 - l. One representative of the arts community jointly appointed by designated members of the County Board of Supervisors and the Charlottesville City Council as provided in Section 3(A)(2)(c).
 - m. One representative of the recreation community jointly appointed by designated members of the County Board of Supervisors and the Charlottesville City Council as provided in Section 3(A)(2)(c).
 - n. The President or Chief Executive Officer of the Charlottesville Regional Chamber of Commerce or designee.
 - o. The President or Chief Executive Officer of the Thomas Jefferson Foundation or designee.
2. **Appointments to the Executive Board.** Appointments to the Executive Board shall be made as follows:
- a. **Appointment of Members of the County Board of Supervisors and the Charlottesville City Council: Alternates.** The members of the County Board of Supervisors and the Charlottesville City Council who serve on the Executive Board shall be appointed by their respective governing bodies for terms determined by the respective governing bodies. The County Board of Supervisors and the Charlottesville City Council may appoint alternates to attend any meeting(s) that the regular appointees cannot attend. An alternate attending a meeting in place of the regular member may vote on behalf of the Board or Council at any such meeting.
 - b. **Appointment of Representatives of Accommodations, Food or Beverage and Tourism Industry Organizations: Term.** The representatives of Accommodations, Food or Beverage and Tourism Industry Organizations identified in Sections 3(A)(1) shall be appointed by a majority vote of the members of the County Board of Supervisors or the Charlottesville City Council, respectively, present and voting. Each appointment shall be for a two-year term beginning January 1; no person serving under this appointment may be appointed to more than four consecutive two-year terms, exclusive of time served in the unexpired term of another.
 - c. **Appointment of Representatives of the Arts and Recreation Communities: Term.** The arts and recreation community representatives identified in Sections 3(A)(1) shall be appointed by agreement of the member of the County Board of Supervisors and the Charlottesville City Council appointed to the Executive Board. Each appointment shall be

for a two-year term beginning January 1; no person serving under this appointment may be appointed to more than four consecutive two-year terms, exclusive of time served in the unexpired term of another.

3. **Powers and Duties of the Executive Board.** The Executive Board shall:

- a. **Adopt a Strategic Plan.** Adopt a strategic plan for the CACVB that is consistent with the purposes of the CACVB.
- b. **Adopt By-Laws.** Adopt by-laws, which shall include procedures and rules for electing a chair, a vice-chair, the conduct of its meetings, and regulating the business of the Executive Board.
- c. **Adopt Policies and Plans.** Adopt any policies or plans consistent with the purposes of the CACVB and that may provide direction to the CACVB.
- d. **Marketing Strategies, Performance Measures, and Indicators.** Approve general marketing strategies and programs and establish performance measures and indicators.
- e. **Hold Meetings: Quorum: Voting.** Hold a regular meeting at least once every two months. Each meeting shall be conducted in compliance with the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 *et seq.*). Eight voting members of the Executive Board physically present at the meeting constitute a quorum. The Executive Board shall act only by a majority vote of those voting members present and voting at a lawfully held meeting.
- f. **Adopt a Budget.** Adopt a budget for the CACVB's operations and activities each fiscal year.
- g. **Contracts.** Acting through its Executive Director, arrange or contract for (in the name of the CACVB) the furnishing by any person or company, public or private, of goods, services, privileges, works or facilities for and in connection with the scope of Section 2 of this Agreement and the administrative operations of the CACVB and its offices. The contracts may include any contracts for consulting services related to tourism marketing and to promoting the County, the City, and the region.
- h. **Appoint the Executive Director: Performance: Termination.** Appoint the Executive Director, who shall serve at the pleasure of the Executive Board and evaluate the Executive Director's performance each year.
- i. **Offices.** Provide regular staffed visitor services at one location within the City of Charlottesville and one location within the County of Albemarle. Additional locations may be approved by the Executive Board. The Executive Board shall approve the location and terms and conditions for purchasing or leasing any CACVB office(s), and may, by recorded vote or resolution, authorize the Executive Director to execute any required instrument pertaining thereto.
- j. **Official Seal.** Establish and maintain an official seal, which may be altered at will, and to use it, or a facsimile of it, by impressing or affixing it, or in any other manner reproducing it.

4. **Attendance.** Members of the Executive Board or their designees are expected to attend all regular meetings of the Executive Board. The Executive Board may request the County Board of Supervisors or the Charlottesville City Council, as the case may be, to replace any Executive Board Member appointed by that body, or the designated members thereof, to replace any Member who is absent, or whose designee is absent, from more than three regular meetings during a calendar year.

B. **Executive Director.** The position of Executive Director is hereby established. The powers and duties of the Executive Director are as follows:

1. **Promotion.** Promote the resources and advantages of the County, the City, and the region pursuant to the terms and conditions of this Agreement, the Strategic Plan, and other policies and

plans adopted by the Executive Board within the scope of Section 2 of this Agreement, subject to the following:

- a. **Services Provided Until Executive Board Directs Otherwise.** Beginning July 1, 2018, and until the Executive Board directs otherwise, the Executive Director and the persons hired to provide services for the CACVB shall provide the services identified in **Attachment A**, incorporated by reference herein.
 - b. **Services Identified by the Executive Board to be Provided.** When the Executive Board identifies different or additional services to be provided by the CACVB, the Executive Director and the persons hired to provide services for the CACVB shall provide those services. The different or additional services may include, but are not limited to, expanding destination packages focusing on the arts, wineries, breweries, and distilleries; promoting heritage and cultural tourism and including this area's African American heritage; promoting agritourism; promoting outdoor recreational tourism for activities such as hiking, bicycling, kayaking, and canoeing; and developing and promoting events and activities related to the arts, local resources, and local businesses.
2. **Budgeting.** Recommend an annual budget to the Executive Board.
 3. **Contracting.** Execute contracts on behalf of the CACVB; perform the duties of purchasing officer on behalf of the Executive Board, subject to compliance with Albemarle County procurement ordinances and procedures. The Executive Director shall procure all goods and services in compliance with the County's procurement laws and procedures or may delegate procurement responsibilities to the County's purchasing agent. As an exception to the County's procurement laws and procedures, the Executive Director or the County's purchasing agent, if delegated procurement responsibilities under this section, may contract for or purchase alcoholic beverages for tourism-related promotional and appreciation events and familiarization tours with the advance written approval of (i) the Executive Board or (ii) the County Executive or (iii) the County Director of Finance/Chief Financial Officer.
 4. **Reports.** The Executive Director shall provide to the Executive Board any reports required by this Agreement or requested by the Executive Board.
 5. **Distribute the Budget and Provide a Balance Sheet.** The Executive Director shall provide the CACVB's adopted annual budget to the County and the City and a balance sheet showing the CACVB's revenues and expenditures for the prior fiscal year and the fund balance, if any, from the prior fiscal year. The budget and the balance sheet shall be provided by December 31 each year.
 6. **Employees.** The Executive Director shall recruit, hire, and manage persons to be employed to perform services for the CACVB, subject to Section 8 of this Agreement.
4. **Funding the CACVB.**

The CACVB shall be funded as follows:

- A. **Funding Cycle.** The County and the City agree to fund the activities and responsibilities of the CACVB during each Fiscal Year (July 1 through June 30 of each calendar year) in which this Agreement remains in effect, beginning with the Parties' Fiscal Year 2019.
- B. **Funding Levels.** Subject to Subsection 4(F), the County and the City shall provide funding for the CACVB in each Fiscal Year in an amount equal to 30 percent of its Transient Occupancy Tax revenues collected by it in the most recent Fiscal Year ("Actuals"). This specified percentage and obligation is based on, and specifically limited to, a Transient Occupancy Tax of five percent in each locality. If either the County or the City enacts a Transient Occupancy Tax greater than five percent, that Party's funding obligation under the formula in this subsection is not changed by the increase in the tax rate for the Transient Occupancy Tax.
- C. **Payments to the Fiscal Agent.** Annual funding provided pursuant to Subsection 4(B) shall be delivered by the Party that is not the Fiscal Agent to the Party that is the Fiscal Agent in equal

quarterly payments, payable on July 1, October 1, January 1, and April 1 each year, due upon receipt of an invoice from the Fiscal Agent.

- D. **Budget.** The budget prepared and recommended by the Executive Director shall be presented to the Executive Board, and the recommended budget shall use the Actuals provided by the County and the City and referenced in Subsection 4(B), and any other revenue sources. Following receipt of a recommended budget from the Executive Director, the Executive Board shall take action to approve an annual budget, no later than May 1 each calendar year.
- E. **Fund Balance.** The CACVB may retain a year-end fund balance not to exceed 25% of the CACVB's annual operating budget, calculated as an average of the past five years' operating budgets. The Executive Board will, after each fiscal year audit, return to each Party its share of the fund balance in excess of that 25%. The return of excess funds to each Party will be prorated using the allocation formula. The Executive Board may vote to request alternative uses for the excess fund balance, subject to the approval of the Parties.
- F. **Documenting Costs.** All costs incurred and expenditures made by the CACVB in the performance of its obligations under this Agreement shall be supported by payrolls, time records, invoices, purchase orders, contracts, or vouchers, and other documentation satisfactory to the County and the City, evidencing in proper detail the nature and propriety of the costs. Records shall be maintained in accordance with Virginia law. Upon request by either the County or the City, the Executive Director shall allow City or County officials to inspect the documentation and records pertaining in whole or in part to this Agreement, or the Executive Director may, if acceptable to the requesting party, provide reports summarizing information within CACVB's records.
- G. **Appropriations.** Notwithstanding any other provisions of this Agreement, the County's and the City's obligation to fund the CACVB is expressly contingent upon the availability of public funds derived from Transient Occupancy Tax revenues and the annual appropriations of those funds thereof by the Parties. The City's appropriations of funds for the promotion and advertisement of the City are and shall be further subject to the provisions of Section 21 of the City's Charter.

5. **Permitted and Prohibited Uses of Funds, Goods, and Services by the CACVB.**

The CACVB shall expend revenues and use its funds, goods, and services only as follows:

- A. **Purposes for Which Tax Revenues May Be Spent.** Revenues appropriated by the County and the City to the CACVB shall be expended only for the purposes for which their respective Transient Occupancy Tax revenues may be spent, as may be governed by state enabling legislation, the City's charter, and local ordinances.
- B. **Prohibited Use of Funds, Goods, and Services for Political Purposes.** The CACVB shall not expend its funds, use its materials or property, or provide services, either directly or indirectly, for any partisan political activity, to further the election of, or to defeat, any candidate for public office.

6. **Duration of this Agreement; Termination.**

This Agreement shall be effective as of October 2, 2019, and remain in effect until it is terminated by the Parties, or either of them, as follows:

- A. **Termination by One Party.** Either the County or the City may terminate this Agreement by giving at least six months' written notice to the other Party.
- B. **Termination by Mutual Agreement.** The County and the City may mutually agree to terminate this Agreement under any terms and conditions they agree to.
- C. **Termination by Non-appropriation.** If either the County or the City fails to appropriate funds in the amount required to support its obligations under this Agreement for a subsequent fiscal year, then this Agreement shall automatically terminate at the end of the then-current fiscal year.

7. Performance.

The performance of the CACVB shall be measured as follows:

A. Until New Performance Measures and Performance Indicators are Adopted. From July 1, 2018, until the Executive Board adopts new performance measures and performance indicators, the CACVB shall:

1. Return on Investment. Meet a return-on-investment ratio of 7:1 annually that is based on seven dollars of total direct visitor expenditures for every one dollar of funding provided to the CACVB by the County and the City pursuant to the formula in Attachment A.
2. Performance Measures. Measure performance using the specific measures in Attachment A.
3. Performance Indicators. Track the performance indicators identified in Attachment A.

B. Adopted Performance Measures and Performance Indicators. When the Executive Board adopts a new required return on investment, new performance measures, and new requirements to track performance indicators, the CACVB shall meet and perform those new measures and requirements.

C. Audits. The County and the City may, at their option, request an independent audit of the CACVB's books and records. The cost of the audit shall be shared equally by the County and the City.

8. Fiscal Agent Designation: Services.

The County and the City will provide the following fiscal services for the CACVB:

A. Fiscal Agent. The County shall serve as Fiscal Agent for the CACVB. The Fiscal Agent shall be entitled to a fee of two percent of the Actuals referenced in Section 4(B) as compensation for acting as Fiscal Agent. This fee may be deducted from the Fiscal Agent's funding contribution pursuant to Section 4 each year.

B. Insurance. The County will provide liability insurance coverage to the CACVB.

C. Legal Services. The County Attorney shall provide legal services to the CACVB, provided that representation does not create a conflict of interest under any rules of professional responsibility or other ethical rules of conduct. In the event any such conflict arises, the County Attorney shall so advise the Executive Board, so that the Executive Board may make necessary arrangements to obtain legal services.

D. Other Services. The County shall act as the CACVB's accounting and disbursing office; provide personnel administration services; maintain personnel and payroll records; provide information technology services; provide procurement services and maintain purchasing accounts and monthly statements; and contract for annual audits. Personnel administration shall include the matters referenced in paragraph E, following below.

E. Personnel Administration. The employment of the Executive Director and any other persons hired to perform services for the CACVB are subject to the following:

1. County Employees. Any Executive Director or other person hired on or after July 1, 2018 to perform services for the CACVB shall be hired as an employee within the County's personnel and payroll systems.
2. Duty Owed to Both the County and the City. The Executive Director and any other persons hired to perform services for the CACVB owe a duty of good faith and trust to the CACVB itself as well as to both the County and the City as the localities which provide public funding for the CACVB.

9. Disposition of Property Upon Termination or Partial Termination.

Upon the expiration or earlier termination of this Agreement, all personal property of the CACVB shall be and remain the joint property of the County and the City for disposition, and the proceeds of disposition shall be pro-rated between the County and the City in accordance with the ratio of the amounts provided by each of them to the CACVB: (i) as capital contributions since 1979; and (ii) as contributions of operating funds during the 10 years preceding the date of termination, as compared with the aggregated contributions of the County and the City during that same 10-year period.

10. Liability.

Any liability for damages to third parties arising out of or in connection with the operations and activities of the CACVB and any persons employed to provide services for the CACVB shall be shared jointly by the County and the City, to the extent that any liability is not covered by funding within the CACVB's budget or liability insurance proceeds, and only to the extent that the County and the City may be held liable for damages under the laws of the Commonwealth of Virginia.

11. Miscellaneous.

- A. **Ownership of Materials; Copyright; Use.** Any materials, in any format, produced in whole or in part pursuant to this Agreement are subject to the following:
1. **Ownership.** The materials are jointly owned by the County and the City.
 2. **Copyright.** The materials are copyrightable only by the County and the City. Neither the CACVB, the Executive Board, nor any of its members, the Executive Director, any CACVB employee, nor any other person or entity, within the United States or elsewhere, may copyright any materials, in any format, produced in whole or in part pursuant to this Agreement.
 3. **Use.** The County and the City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared by or for the CACVB pursuant to this Agreement.
- B. **Amendments.** This Agreement may be amended in writing as mutually agreed by the County and the City.
- C. **Assignment.** The CACVB shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the County and the City.
- D. **Severability.** If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect the validity or enforceability of any other part of this Agreement.
- E. **Entire Agreement.** This Agreement contains the entire agreement of the County and the City and supersedes any and all other prior or contemporaneous agreements or understandings, whether verbal or written, with respect to the matters that are the subject of this Agreement.
- F. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia.
- G. **Approval Required.** This Agreement shall not become effective or binding upon the County and the City until it is approved by ordinances of the Charlottesville City Council and the Albemarle County Board of Supervisors.


IN WITNESS WHEREOF, and as authorized by duly adopted ordinances of the Albemarle County Board of Supervisors and the Charlottesville City Council, the County and the City each hereby execute this Agreement as of the date first above written, by and through their respective authorized agents or officials:

CITY OF CHARLOTTESVILLE, VIRGINIA

By: 
City Manager

Approved as to Form: 
City Attorney

COUNTY OF ALBEMARLE, VIRGINIA

By: 
County Executive

Approved as to Form: 
County Attorney

Attachment A

A. Services

The CACVB shall perform the following services for the benefit of the County and the City in a satisfactory and proper manner, as they determine:

1. **Meeting Booking and Sales.** The CACVB shall respond to inquiries, provide information to the public, and as part of its convention marketing efforts, shall aggressively promote the bookings and sales of sites within the City and the County for regional, national, and international conventions, trade shows, and corporate meetings.
2. **Convention Services.** The CACVB shall provide customary convention services to those clients who have booked their convention or meeting through the CACVB. All other conventions or meetings will be serviced on an availability basis. The particular services to be provided depend upon the agreement between the CACVB and the meeting planner at the time of booking and other requests, which may be made in the course of servicing the convention or meeting. Customary convention services may include but are not limited to the following:
 - a. Assistance in promoting attendance.
 - b. Visitors guides and appropriate literature.
 - c. Shuttle bus coordination.
 - d. Attraction and itinerary scheduling.
 - e. Dining and restaurant scheduling.
 - f. Bonded registration.
 - g. Tourism information tables.
3. **Tourism.** The CACVB shall promote tourism within the County and the City. Strategies may include but are not limited to: visitor information services; attendance at industry and travel / trade, consumer, planner, hotel and attraction conferences and meetings; and responses to phone inquiries, advertising, public relations, promotions, and packaging. The CACVB will oversee the operation and maintenance of at least one visitor center within the City and at least one visitor center in the County.
4. **Reports.** The CACVB shall advise the County and the City advised of its activities and accomplishments, and shall deliver the following reports:
 - a. The CACVB shall provide to the Parties an annual marketing/ operational plan ("Marketing Plan") submitted annually on or before December 31 each year, which includes at a minimum: situation analysis, measurable expected outcomes, data driven rationale for strategies, and budget reflecting strategies.
 - b. The CACVB shall provide to the Parties quarterly reports of the following: (i) program performance, including a comparison of the CACVB's performance during the quarter with the performance goals set forth in sections B, C and D; and (ii) tracking report of the performance measures listed in section C; and (iii) an expenditures report, accounting for dollars spent for marketing, promotion, publicity, and advertisement, shown by category. The quarterly performance reports shall be submitted to the Parties within 30 days after the end of each quarter that this Agreement is in effect.
 - c. On or before September 1 each year, the CACVB shall provide to the Parties an annual report of the outcome of the contract performance measures for the previous year. The Parties will review the annual

report no later than October 1 and determine compliance with the return on investment. The Parties will provide these findings to the CACVB.

- d. When requested by either or both Parties, the CACVB shall provide statements, records, reports, data, and any other information, pertaining to matters covered by this Agreement.

B. Calculating "Direct Visitor Expenditures"

The term "direct visitor expenditures" shall refer to the following sum:

Group Room Revenue

$[(\text{Group Room Nights Booked}) \times (\text{ADR}^*)]$

plus

$[(\# \text{ of delegates/visitors}) \times (\# \text{ days spent in City/ County}) \times (\text{ADE}^{**})]$

\$ _____

Leisure Inquiries (consumer and trade)

$[(\text{room nights generated}) \times (\text{ADR}^*)]$

plus

$(\# \text{ of visitors}) \times (\# \text{ days spent in City/County}) \times (\text{ADE}^{**})]$

\$ _____

Direct Visitor Expenditures

\$ _____

Off Season Adjustment

Add 20% to direct expenditures in off-season (off-season shall be November, December, January and February of each year).

\$ _____

Total Direct Visitor Expenditures

\$ _____

*ADR = Average Daily Rate (calculated annually by CACVB based on research)

**ADE= Average Daily Expenditure (excluding room rate) (calculated annually by CACVB, based on research, excluding room rate)

C. Performance Measures

Performance Measures shall be utilized to indicate the performance of the CACVB. These measures will be used to calculate the total economic expenditure for inclusion in the formula set forth within paragraph A, above:

Performance Measures	Tracking Mechanisms	Target
1. ROI (total direct expenditures ÷ \$ invested)	ROI Formula	7:1
2. Room nights booked for meeting groups	CACVB tracking, Through Sales Department Software programs	Determined by CACVB via marketing plan Supported by research/rationale
3. Group tour definite bookings	CACVB tracking	Determined by CACVB via marketing plan Supported by research/rationale
4. Leisure inquiries converted (consumer and trade)	Conversion Analysis	
5. Destination awareness (trade and consumer)	Contract with outside resource	
6. Coop Resources Raised (in kind, marketing, alliances)	CACVB tracking	Equal to 25% of total marketing budget
7. Media Coverage (scope, demographics, reach)	Clipping Service	Determined by CACVB
8. Overhead expenditures*	CACVB budget	Reduce by 5% annually toward goal of <30% of total budget

*calculations include Finance and Administration divisions plus support costs for the Executive division

D. Performance Indicators

CACVB will track certain performance indicators to monitor the performance of the local tourism industry, using the method described below.

Performance Indicators	Tracking Mechanisms
1. Economic Impact of Tourism (Annual basis)	Visitor Profile and VTC Statistics
2. Transient Occupancy Tax Collections	City and County Records
3. Occupancy	Smith Travel Research Reports
4. ADR	Smith Travel Research Reports
5. Length of Stay (Annual basis)	Visitor Profile
6. Per-Person expenditure (Annual basis)	Visitor Profile
7. Attraction Attendance	Compilation from Industry Records

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



Agenda Date:	July 15, 2024
Action Required:	Approval
Presenter:	Michael Thomas, Fire Chief, Samuel Sanders, Jr., City Manager
Staff Contacts:	Michael Thomas, Fire Chief April Wimberley, Assistant City Attorney
Title:	Amend and re-enact city ordinance(s) enabling the Emergency Medical Services Agreement with the Charlottesville Albemarle Rescue Squad (C.A.R.S.) (1 of 2 readings)

Background

In 2017, the City of Charlottesville and Charlottesville Albemarle Rescue Squad (CARS) collaborated to establish emergency medical services for the City with the Charlottesville Fire Department (CFD) as the designated emergency services agency. The City Attorney's office noticed the need for a well-defined funding relationship that aligns with current billing laws and practices. Therefore, a new agreement has been established allowing CARS to continue providing emergency medical services for the City of Charlottesville as a designated component of the Charlottesville Fire Department. The volunteer Charlottesville Fire Company will also come under the umbrella of the CFD. The Charlottesville Fire Department will remain responsible for emergency operations and EMS billing.

Discussion

The City and CARS recently updated their agreement for citywide service delivery parameters. The new agreement now designates certain CARS units as part of CFD and allowances for the operating costs of these services. Additionally, the City Attorney's Office has updated the ordinance section to better reflect the current response model and deployment of EMS services within the City.

Alignment with City Council's Vision and Strategic Plan

Public Safety and provision of medical services for the citizens.

Community Engagement

N/A

Budgetary Impact

\$450,000.00 per fiscal year from the EMS Cost Center GL coded to Contribution to Civic Group.

Recommendation

Staff recommends approval for both the new agreement and the ordinance updates.

Alternatives

The only alternatives to a joint operation, as described, would be to privatize EMS delivery or for CFD to absorb the full EMS response load within the City, which would require approval for additional resources and staffing.

Attachments

1. City-CARS Agreement 7-3-24 CARS Signed
2. City Code - Chapter 12 - Fire Prevention and EMS
3. City Code - Chapter 12 - Fire Prevention and EMS - REDLINED

This EMERGENCY MEDICAL SERVICES AGREEMENT ("Agreement") is made and entered into by the Charlottesville-Albemarle Rescue Squad, Inc. ("CARS") and the City of Charlottesville, Virginia ("City") on this _____ day of _____, 2024, in order to memorialize the relationship between CARS as a component part of the Charlottesville Fire Department ("CFD") and a designated emergency response agency.

WITNESSETH:

WHEREAS, CARS has provided and continues to provide essential emergency medical services ("EMS") to the citizens of the City; and

WHEREAS, the City and CARS share a mutual desire to provide the most effective, efficient, and highest-quality EMS to the citizens and visitors of Charlottesville; and

WHEREAS, CARS has and will continue to provide EMS to the City of Charlottesville under this Agreement as a component part of the CFD; and

WHEREAS, on June 2, 2014, the Charlottesville City Council enacted City Code Sec. 12-40 et seq., which requires any designated emergency response agency ("DERA") operating an EMS vehicle in the City to charge reasonable fees, as established by City Council, for EMS transport services (the "Cost Recovery Program");

NOW, THEREFORE, IT IS AGREED:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings as set forth or referenced below:

"Charlottesville emergency medical services system" or "EMS system" means the system of designated emergency response agencies, vehicles, equipment, and personnel; health care facilities; other health care and emergency services providers; and other components engaged in the planning, coordination, and delivery of emergency medical services within the City, including individuals and facilities providing communication and other services necessary to facilitate the delivery of emergency medical services in the City.

"Component part" means an independent not-for-profit organization that forms a constituent element of the city's fire and emergency medical services department and which is deemed an instrumentality of the city for purposes of Virginia Code § 32.1-111.4:6.

"Designated emergency response agency" or "DERA" means an EMS agency that responds to medical emergencies for its primary service area as defined by the City's EMS system and response plan, and is recognized as an integral and essential part of the official public safety program of the City for purposes of Virginia Code § 15.2-955.

"Emergency Communications Center" or "ECC" means the regional agency which operates the Public Safety Answering Point (PSAP) in the City and the County of Albemarle.

“Emergency incident” means any incident where there is imminent danger to life, health, property or the environment, or the actual occurrence of fire or explosion or of the uncontrolled release of hazardous materials which threaten life or property to which members of the city’s fire and emergency medical services department are called or dispatched, including but not limited to, incidents requiring fire suppression, emergency medical care, rescue, or services related to hazardous materials.

“Emergency medical services” or “EMS” means health care, public health, and public safety services used in the medical response to the real or perceived need for immediate medical assessment, care, or transportation and preventive care or transportation in order to prevent loss of life or aggravation of physiological or psychological illness or injury. EMS includes all activities associated with the provision of lifesaving medical services, including emergent and non-emergent response to 911 calls for medical assistance, standby services at public or private functions, emergent and non-emergent transport between medical facilities, and all incidental activities including, but not limited to, training activities.

“Emergency medical services agency” or “EMS agency” means any person or group engaged in the business, service, or regular activity, whether for profit or not, of rendering immediate medical care and providing transportation to persons who are sick, injured, wounded, or otherwise incapacitated or helpless and that holds a valid license as an emergency medical services agency issued by the state Commissioner of Health in accordance with Virginia Code § 32.1-111.6.

“Emergency medical services personnel” or “EMS personnel” means persons who are employed by, or who are volunteer members of, an emergency medical services agency and who provide emergency medical services pursuant to an EMS agency license issued by the state Commissioner of Health and in accordance with the authorization of that agency’s operational medical director.

“Emergency medical services vehicle” or “EMS vehicle” means a vehicle that holds a valid Advanced Life Support transport vehicle permit issued by the Virginia Office of Emergency Medical Services (OEMS) that is equipped, maintained, or operated to provide emergency medical care or transportation of patients who are sick, injured, wounded, or otherwise incapacitated or helpless.

“Final dispatch location” means the actual location of an emergency incident, as indicated by the last notation of emergency location in the Computer-Aided Dispatch record for that incident.

ARTICLE II: CARS AS COMPONENT PART OF CHARLOTTESVILLE FIRE DEPARTMENT; CARS AS DESIGNATED EMERGENCY RESPONSE AGENCY

Section 2.01 CARS Designated Emergency Response Agency

- A. In accordance with City Code, CARS partners with the City and is a component part of the CFD and deemed an instrumentality of the City solely for purposes of Virginia Code § 32.1-111.4:6; is a DERA and recognized as an integral and essential part of the official public safety program of the City for purposes of Virginia Code § 15.2-955; and therefore may provide EMS services pursuant to this Agreement to the City.

- B. The City, under the terms of this Agreement and all applicable regulations within the City of Charlottesville, shall be deemed to employ the use of 1.5 EMS vehicles owned and operated by CARS for the duration of this Agreement.

Section 2.02 Operational Agreements

- A. CFD and other stakeholder agencies may, from time to time, agree to implement operational protocols, staffing agreements, standard operating procedures, incident response plans, dispatching rules, guidelines, and other agreements (collectively, “Operational Agreements”) to operationalize the mutual understanding described in this Agreement. In the event of a conflict between this Agreement and an Operational Agreement, this Agreement shall control.
- B. The most current CFD response time benchmarks in effect as of the date of this Agreement and any subsequent benchmarks as amended from time to time for operational efficiency shall be used, in the most current form, throughout the duration of this Agreement.

Section 2.03 Exclusive Access to Approved EMS Vehicles

- A. CARS and the City agree that CARS, as a component part of the CFD, shall at all times provide 1.5 EMS vehicles to the City.
- B. Each EMS vehicle to be used for EMS services within the City must be inspected and approved by the CFD Chief or his or her designee (hereinafter “approved EMS vehicle”). CARS shall make each approved EMS vehicle available upon request by the City for yearly inspection and approval.
- C. On an on-call 24-hour basis CARS shall have 1.5 approved EMS vehicles available to the City. CARS and the City may mutually agree to inspect and approve more than 1.5 approved EMS vehicles such that CARS may respond to calls outside the City jurisdiction and/or provide necessary mutual aid or event staffing within the City as requested. **However, CARS shall not at any time operate an EMS vehicle within the City of Charlottesville that has not been inspected and approved by the CFD’s Chief or his or her designee in accordance with City Code.**

Section 2.04 Non-Exclusive Relationship

Nothing in this Agreement shall be construed as restricting the ability of CARS to provide EMS services outside the City of Charlottesville, or to enter into other agreements, including Memoranda of Understanding, Mutual Aid Agreements, or other contracts, with other jurisdictions or entities. However, if CARS operates any EMS vehicle pursuant to any agreement with any other entity except the City, the City shall take no responsibility for such response, shall in no way be liable for any events resulting from such response, and shall not pay any fees related to such response.

Section 2.05 Best Interests of Public Safety

The City and CARS acknowledge that this Agreement is not intended to prevent CARS from taking any reasonable and appropriate action to address an immediate threat to life and/or public safety. Accordingly, it shall not be a violation of this Agreement for CARS to utilize a City approved EMS vehicle for a public safety call outside the City jurisdiction when required to address an immediate threat to life and/or public safety, including but not limited to responding to extraordinary incidents

such as active threats, mass casualty incidents, and situations where the EMS system is overtaxed beyond its capacity. **However, if CARS operates any EMS vehicle in response to such an event outside the City jurisdiction, or otherwise engages in EMS services beyond the scope of this Agreement, the City shall take no responsibility for such response or provision of services, shall in no way be liable for any events arising from such response or provision of services, including the death or injury of any person, or damage to any property, and shall not bill or pay any fees related to such response or provision of services.**

Section 2.06 Advisory Group

The City and CARS agree that there shall be an advisory group ("Chief's staff") composed of the two highest-ranking operational leaders of each component part of the fire department.

Section 2.07 Medical Control Board

- A. The City and CARS agree that there shall be a medical control board composed of each component agency's Operational Medical Director(s).
- B. The medical control board shall advise the fire department and its component parts regarding medical policy for patient care including, but not limited to, the development of medical care training standards, medical care procedures and protocols, medical care performance standards, and general medical care control policies.
- C. The term "medical protocols," as used in this section, shall mean any policy, or a collection of policies, directly relating to the actual delivery of medical care to a patient. All other policies and procedures of the fire department and its component parts shall not be within the purview of the medical control board.

ARTICLE III: FUNDING

Section 3.01 EMS Cost Recovery Program

- A. For all calls with a final dispatch location within the City, CARS agrees that the CFD shall be the exclusive billing agency and that any fees shall be in compliance with City Code Sec. 12-40 et seq.
- B. CARS shall not bill any additional fees for any calls with a final dispatch location within the City or on any occasion that CARS is responding as a component part of the CFD. All billing shall be in accordance with the rules and regulations governing billing for City Emergency Medical Services pursuant to federal, state, and local law.

Section 3.02 Billing Infrastructure

- A. CARS shall not independently bill for the EMS services it provides pursuant to this Agreement within the City limits and/or areas where CFD is under contractual agreement with the University of Virginia and/or Albemarle County to be the agency of first response (hereinafter "Service Area").

- B. CARS shall engage in separate and independent billing for EMS services rendered by CARS outside of the City's jurisdiction or contractual Service Area, and shall take any and all lawful actions necessary to assume responsibility for its own EMS billing program.
- C. CARS shall be exclusively responsible for all necessary licenses, permits, and certifications for its own EMS vehicles.
- D. CARS shall be responsible for applying for and maintaining all necessary provider identification numbers, including a Medicare/National Provider Identifier number; and for contracting with payers, other providers, and third-party service providers (such as billing agencies) for any services provided outside the Service Area.

Section 3.03 City Annual Contribution for Exclusive Use of CARS EMS Vehicles

For calls with a final dispatch location within the CFD Service Area, CARS shall dispatch inspected and approved EMS vehicle(s), in exchange for the following yearly contribution by the City to CARS:

A. Line-Item Costs Associated with 1 EMS Vehicle:

- 1. Medical Equipment: \$21,429.00
- 2. Medical Supplies: \$30,000.00
- 3. Exclusive EMS Vehicle Use: \$42,857.00
- 4. Fuel: \$6,300.00
- 5. Repair Cost: \$6,000.00
- 6. Cellular Lines: \$1,440.00
- 7. Cleaning & Sterilization: \$3,600.00
- 8. Radio Communication Services: \$3,571.00
- 9. Personal Protective Equipment: \$10,000

Total Yearly Contribution per EMS vehicle = \$125,197.00

x 1.5 EMS vehicles = **\$187,795.50**

B. Inspection and Training Costs for CARS Volunteers:

When responding to calls within the CFD Service Area, all CARS members operating or riding in an approved EMS vehicle under the authority of the Fire Chief shall be certified by the OEMS as an Emergency Medical Technician ("EMT"), Advanced EMT, EMT-Intermediate, or EMT-Paramedic (hereinafter "Required Certifications"), except persons approved to ride as observers, persons precepting and not yet certified, and/or driver-only personnel certified through the Emergency Vehicle Operators Course in accordance with OEMS regulations are also permitted to operate or ride in an approved EMS vehicle. CARS shall provide evidence to the CFD Chief or his or her designee demonstrating, to his or her sole discretion and satisfaction, that all CARS members have met the minimum Required Certifications. In recognition of this requirement, the City shall make to CARS an annual Training/Certification Contribution of **\$262,204.50**.

C. Total Yearly Fair Market Value for 24-hour Availability of 1.5 EMS vehicles:

The total annual contribution from the City to CARS shall be **\$450,000.00** per fiscal year and shall be subject to appropriation by City Council. Such contribution may be adjusted on a yearly basis in accordance with changes in the consumer price index and such annual

adjustment shall be documented in a written amendment in accordance with Section 4.17 of this Agreement.

- D. Notwithstanding the foregoing, the total annual contribution amount from the City to CARS shall not be increased by more than ten percent (10%) of the amount of the previous year's annual contribution without City Council consent by resolution.

Section 3.04 Other Fundraising Allowed

Nothing in this Agreement shall constrain the ability of CARS to seek funding from other sources, including the solicitation of public donations. Furthermore, nothing in this Agreement shall constrain the ability of the City to use whatever funding methods it may see fit, consistent with federal, state, and local law, to fund its obligations under this Agreement, such as the use of one-time contributions for capital expenditures.

ARTICLE IV: MISCELLANEOUS PROVISIONS

Section 4.01 Entire Agreement

This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter herein and supersedes all prior and contemporaneous memoranda of understanding, agreements, representations, and warranties, both written and oral, with respect to the subject matter. Any Memoranda of Understanding previously executed between CARS and the City of Charlottesville regarding the same or substantially similar subject matter of this Agreement are canceled and void, with immediate effect.

Section 4.02 Term of Agreement

The term of this Agreement (the "Initial Term") commences on the Effective Date and will be valid for a period of **five (5) years unless and until terminated as provided below**. Upon expiration of the Initial Term, this Agreement shall automatically renew for one (1) additional five-year term unless either party provides written notice of nonrenewal at least 60 days prior to the end of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term"), or unless sooner terminated as provided under Section 4.03.

Section 4.03 Option to Terminate

This Agreement may be terminated at any time and for any reason by either party by giving sixty (60) days' advance written notice to the other party. Should either party terminate this Agreement, the terminating party will cooperate in good faith with the other party to resolve all outstanding contribution and/or operational issues outlined in this Agreement. The cancellation of this Agreement shall not affect any of the preexisting rights of either party.

Section 4.04 Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia.

Section 4.05 Venue

Any disputes between the parties herein shall be handled in the Courts having jurisdiction within the City of Charlottesville.

Section 4.06 Severability

If any term or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement to give effect to the original intent of the parties as closely as possible in order that the understanding contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 4.07 Relationship of the Parties

Nothing contained in this Agreement shall be construed as creating any specific agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties **beyond the obligations herein regarding 1.5 EMS vehicles and volunteers operated by CARS as a component part of the CFD**. Neither party, by virtue of this Agreement, shall have any right, power, or authority to act or create an obligation, express or implied, on behalf of the other party.

Section 4.08 Non-Appropriation

Payment and performance contributions or other obligations of the City, beyond the initial year of this Agreement, are expressly conditioned upon the availability of and appropriation by the City of public funds therefor in each subsequent fiscal year. When public funds are not appropriated or are otherwise unavailable to support continuation of performance by the City in a subsequent fiscal period, this contract and the City's obligations or requirement to make contributions hereunder shall automatically expire, without liability or penalty to the City. Within a reasonable time following City Council's adoption of a budget, the City shall provide CARS with written notice of any non-appropriation or unavailability of funds affecting this Agreement.

Section 4.09 Non-Discrimination

During the performance of this Agreement, CARS agrees that it will not discriminate against any volunteer member, volunteer applicant, employee, or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment or public accommodation, except with respect to employment where there is a bona fide occupational qualification reasonably necessary to the normal operation of CARS.

Section 4.10 Liability Insurance Required

- A. At its sole expense, CARS shall secure liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of any CARS employees, agents, or volunteers, in the performance of this Agreement, with coverage in an amount not less than \$1,000,000 per occurrence (hereinafter "Required Insurance").
- B. CARS shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a period of three (3) years following termination of this Agreement.
- C. Upon receipt of any notice, verbal or written, that any policy of the Required Insurance is subject to cancellation, CARS shall immediately (within one business day) notify the City.
- D. Each policy of the Required Insurance shall be endorsed to include the Required Endorsements specified herein below.

- E. CARS's failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling the City to terminate this Agreement without notice to CARS and without penalty to the City.

Section 4.11 Endorsements to Required Insurance Policies

Each insurance policy required by this Agreement shall be endorsed to include the following clauses ("Required Endorsements"):

- A. Should any of the insurance policies be canceled before the expiration date thereof, the issuing insurance company will endeavor to mail written notice of such cancellation to the City at least 10 days in advance; and
- B. The City of Charlottesville, its officers, agents, employees, representatives, and volunteers are added as additional insureds as respects the operations and activities of (or on behalf of) the named insured, performed under contract with the City of Charlottesville.

Section 4.12 Proof of Insurance

Upon execution of this Agreement, CARS shall provide the City with a certificate of insurance, issued by CARS's insurance company(ies) and signed by a person authorized by the insurance company(ies) to bind it to the representations contained therein, or other written documentation satisfactory to the City in its sole discretion, confirming the Required Insurance policy(ies) and the beginning and ending date(s) of the policy(ies). These certificates and copies of the Required Insurance policy(ies), shall be provided to the City by CARS (without demand by the City) on or before the expiration date of any policy and upon each anniversary of the commencement date of this Agreement, and at other times throughout the Term of this Agreement within ten days of a request therefore by the City.

Section 4.13 Line of Duty Act - Qualifying Members

The City is a participating employer for purposes of the Line of Duty Act ("Act"), Virginia Code § 9.1-400 et seq., and makes annual contributions to the Line of Duty Death and Health Benefits Trust Fund for qualifying employees pursuant to the Act. For purposes of the Act, CARS has been recognized by ordinance (City Code § 2-3) as an integral part of the official safety program of the City and, accordingly, CARS members are considered part of the City for purposes of the Act. Upon execution of this Agreement and on or before April 1 of each subsequent year for the duration of this Agreement, CARS shall provide the City with a current roster of all CARS members indicating each member's status and role in the organization.

Section 4.14 Indemnification

CARS hereby assumes, and shall defend, indemnify, and save the City harmless from and against any and all liability, loss, claim, suit, damage, charge, or expense which the City may suffer, sustain, incur, or in any way be subjected to, on account of death of or injury to any person (including, without limitation, City officers, agents, employees, licensees, and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with negligent actions taken by CARS in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission, or

misconduct of CARS, its agents or employees in the performance of CARS's obligations under this Agreement.

Section 4.15 Disclosure of Contract Documents

CARS acknowledges and understands that this Agreement, and all related public proceedings and records, shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.

Section 4.16 Designated Representatives

- A. The City's designated representative to receive all communications, claims, and correspondence regarding this Agreement is the City's Fire Chief or his or her designee. All communications, claims, and correspondence shall be sent to the City's representative at the following address: 2420 Fontaine Ave., Charlottesville, VA 22903.
- B. CARS's designated representative to receive all communications, claims, and correspondence regarding this Agreement is the active CARS President or his or her designee. All communications, claims, and correspondence shall be sent to CARS's representative at the following address: 828 McIntire Rd., Charlottesville, VA 22902.

Section 4.17 Modification

This Agreement may be modified by the parties during performance, but no modification shall be valid or enforceable unless in writing and signed by each of the parties hereto in the same manner and with the same formality as this Agreement and such modification expressly contemplates incorporation into this Agreement.

Section 4.18 Binding Effect of Agreement

The terms, provisions, and conditions of this Agreement shall bind and inure to the benefit of the respective parties hereto and to their representatives, successors, and (where permitted by this Agreement) their assigns.

Section 4.19 Interpretation of Provisions

In the event of any conflict, discrepancy, or inconsistency between this document and any other documents which have been incorporated into this document by reference or made exhibits or attachments hereto, then the provisions set forth within the body of this document shall govern the parties' agreement.

Section 4.20 Headings

Section, article, and paragraph headings contained within this Agreement have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition, or provision of this Agreement.

Section 4.21 No Waiver of Rights

No failure on the part of the City to enforce any of the terms or conditions set forth in this Agreement shall be construed as or deemed to be a waiver of the right to enforce such terms or conditions. No waiver by the City of any default or failure to perform by CARS shall be construed as or deemed to be a waiver of any other and/or subsequent default or failure to perform. The


acceptance of any performance of all or any part of this Agreement by the City, for or during any period(s) following a default or failure to perform by CARS, shall not be construed as or deemed to be a waiver by the City of any rights hereunder, including, without limitation, the City's right to terminate this Agreement.

Section 4.22 No Assignments

CARS shall have no right to assign, in any manner or fashion, any of the rights, privileges, or interests accruing to it under this Agreement to any other individual or entity, without the prior written consent of the City. In the event of an assignment CARS shall remain fully liable for the performance of all obligations imposed by this Agreement unless otherwise agreed, in writing, by the City.

IN WITNESS WHEREOF, the parties do hereby set forth their signatures, representing that the individuals who affix their signatures hereto have been duly authorized to bind each respective party to the terms and conditions of the foregoing Agreement:

Charlottesville-Albemarle Rescue Squad, Inc.:


By: Jonathan Howard, President

Date: July 3, 2024

City of Charlottesville, Virginia:

By: Samuel Sanders, City Manager

Date: _____

Approved as to Form:

City Attorney's Office

Date: _____

Funds Are Available:

Date: _____

Director of Finance or designee

**AN ORDINANCE
TO AMEND AND RE-ENACT CHAPTER 12 OF THE CODE OF THE CITY OF CHARLOTTESVILLE, VIRGINIA
(1990), AS AMENDED, TO RECOGNIZE THE CHARLOTTESVILLE-ALBEMARLE RESCUE SQUAD AND
CHARLOTTESVILLE FIRE COMPANY AS COMPONENT PARTS OF THE CITY'S FIRE DEPARTMENT**

Chapter 12 FIRE PREVENTION AND EMERGENCY MEDICAL SERVICES

ARTICLE I. GENERAL

Sec. 12-1. Violations.

Except as otherwise specified, any person who violates the provisions of this article shall be guilty of a Class 1 misdemeanor.

Sec. 12-2. Terms defined.

For purposes of this chapter the following definitions shall apply:

Component part means a not-for-profit organization that forms a constituent element of the city's fire and emergency medical services department and which is deemed an instrumentality of the city solely for purposes of Virginia Code § 32.1-111.4:6.

Designated emergency response agency or *DERA* means an emergency medical services agency that responds to medical emergencies for its primary service area as defined by the city's emergency medical services system and response plan, and is recognized as an integral and essential part of the official public safety program of the city for purposes of Virginia Code § 15.2-955.

Emergency incident means any incident where there is imminent danger to life, health, property or the environment, or the actual occurrence of fire or explosion, or of the uncontrolled release of hazardous materials which threaten life or property, to which members of the city's fire and emergency medical services department are called or dispatched, including but not limited to, incidents requiring fire suppression, emergency medical care, rescue, or services related to hazardous materials.

Emergency medical services or *EMS* means health care, public health, and public safety services used in the medical response to the real or perceived need for immediate medical assessment, care, or transportation and preventive care, or transportation in order to prevent loss of life or aggravation of physiological or psychological illness or injury.

Emergency medical services agency or *EMS agency* means any person or group engaged in the business, service, or regular activity, whether for profit or not, of rendering immediate medical care and providing transportation to persons who are sick, injured, wounded, or otherwise incapacitated or helpless, and that holds a valid license as an emergency medical services agency issued by the state Commissioner of Health in accordance with Virginia Code § 32.1-111.6.

Emergency medical services personnel or *EMS personnel* means persons who are employed by, or who are members of an emergency medical services agency, and who provide emergency medical services pursuant to an EMS agency license issued to that agency by the state Commissioner of Health and in accordance with the authorization of that agency's operational medical director(s).

Emergency medical services system or EMS system means the system of designated emergency response agencies, vehicles, equipment, and personnel; health care facilities; other health care and emergency services providers; and other components engaged in the planning, coordination, and delivery of emergency medical services within the city, including individuals and facilities providing communication and other services necessary to facilitate the delivery of emergency medical services in the city.

Emergency medical services vehicle or EMS vehicle means any vehicle, vessel, or aircraft that holds a valid emergency medical services vehicle permit issued by the Virginia Office of Emergency Medical Services that is equipped, maintained, or operated to provide emergency medical care or transportation of patients who are sick, injured, wounded, or otherwise incapacitated or helpless.

Fire company means a volunteer firefighting organization organized within the city pursuant to state law, for the purpose of fighting fires.

Garbage means putrescible animal and vegetable matter accumulated by a household in the course of ordinary day-to-day living.

Household refuse means waste material and trash normally accumulated by a household in the course of ordinary day-to-day living.

Open burning and open fire refer to the burning of any matter or substance in a manner that the resulting products of combustion are emitted directly into the atmosphere without passing through a stack, duct or chimney.

Refuse means trash, rubbish, garbage and other forms of solid or liquid waste, including, without limitation, wastes resulting from residential, agricultural, commercial, industrial, institutional, trade, construction, land cleaning, forest management and emergency operations.

Sec. 12-3. References to Virginia Code.

All references within this ordinance to specific titles, chapters, articles and sections of the Virginia Code shall refer to those provisions of the Code of Virginia (1950), as amended, in effect on the date of adoption of this ordinance, and shall also be construed as references to successor titles, chapters, articles and sections, mutatis mutandis.

Secs. 12-4—12-14. Reserved.

ARTICLE II. FIRE DEPARTMENT

Sec. 12-15. Establishment; direction and control.

- (a) There is hereby established as a department of the city government a firefighting and emergency medical services department, to be known and designated as the Fire Department of the City of Charlottesville. The fire department shall provide all firefighting and emergency medical services, fire code enforcement, and services related to civilian protection and evaluation in disasters and emergencies.

- (b) The fire department shall be composed of the officials and individuals who are the employees of the city within the department, of the volunteer company known as the Charlottesville Fire Company, and the Charlottesville-Albemarle Rescue Squad, Inc. ("CARS").
- (c) CARS is recognized as a component part of the fire department and is deemed an instrumentality of the city solely for purposes of Virginia Code § 32.1-111.4:6, and as a designated emergency response agency of the city and an integral and essential part of the official public safety program of the city with responsibility for providing emergency medical response, for purposes of Virginia Code § 15.2-955. Details regarding the operational relationship between CARS and the fire department shall be as outlined in the most current emergency medical services agreement and/or other memoranda of agreement between the two parties.

Sec. 12-16. Chief of fire and emergency medical services; powers and duties.

Except as described in section 12-18 of this chapter:

- (a) The director of the fire department shall be a public officer known as the "fire chief." As many other officers and employees may be employed in the fire department as needed and as provided for by the city council within its annual budget. The city's fire chief shall provide general management of the fire department including all functions of the department described in this chapter and in statutes and regulations relating to local firefighting and emergency medical services.
- (b) The fire chief is empowered to designate such subordinate officers and officials among the paid employees of the fire department as they may deem appropriate, including without limitation: designation of a local fire marshal and one (1) or more assistants to the fire marshal, as deemed necessary by the fire chief, which assistants shall, in the absence of the fire marshal, have the powers and perform the duties of the fire marshal.
- (c) The fire chief shall have charge of the city's firehouses, and shall keep such property in good condition.
- (d) The fire chief shall have authority to purchase (subject to applicable procurement laws and regulations) operate, staff, and maintain equipment for firefighting, providing emergency medical services, and for otherwise responding to emergency incidents, and to prescribe the terms and conditions upon which such equipment will be utilized for fighting fires or providing emergency medical services in or upon publicly or privately owned property. The fire chief shall perform all actions and shall have all duties as may be necessary to properly care for and to keep such property and equipment in good condition and working order.
- (e) In accordance with the Virginia Public Records Act, the Virginia Freedom of Information Act, and other laws of the Commonwealth, as applicable, the fire chief shall keep and maintain records of all emergency incidents, their place and time of occurrence, and such other information as the fire chief shall deem necessary or proper or the city manager may require. The fire chief shall deliver or make available to their successor in office all such records, and all other records pertaining to the operation and management of the city fire department that may be in their possession or control.

- (f) The fire chief shall have general supervision of all fire hydrants in the city, and they shall report in writing to the director of public works whenever they deem it necessary or expedient that any fire hydrants should be erected, repaired, or removed.
- (g) The fire chief shall establish and enforce departmental policies, regulations, and bylaws for the administration and operation of the department. Such regulations shall be consistent with this chapter but may establish additional and more stringent requirements applicable to firefighting or emergency medical services operations, consistent with federal and state laws and regulations. In no event shall any city or departmental regulation or directive be interpreted to waive requirements of any federal, state, or local law or regulation, including those related to permits or licensing.
- (h) The fire chief may delegate any operational authority to other officials and employees of the department. References in this chapter to the fire chief shall include such officials and employees acting under delegated authority, as applicable.
- (i) The fire chief, on behalf of the city council, shall have authority to enter into and take all actions necessary to implement and carry out the terms of agreements for mutual aid with other localities or agencies. Whenever the necessity arises during any actual, perceived, or potential emergency resulting from fire, personal injury, or other public disaster, the firefighters and emergency medical services personnel of the city may, together with all necessary equipment, lawfully go or be sent by the fire chief beyond the territorial limits of the city, to any point within the Commonwealth, to assist in responding to such emergency. All such extraterritorial acts and expenditures incurred for such purpose shall be entitled to the protections and immunities afforded by the Virginia Code, including Virginia Code § 27-1.
- (j) The fire chief shall have authority to take all lawful actions necessary for the provision of services related to hazardous materials, rescue, fire suppression, investigations of code violations and related enforcement actions, emergency medical services and other emergency response services deemed necessary in the judgment of the fire chief for emergency response in events exceeding the capabilities of an individual locality or government agency.

Sec. 12-17. Control of the scene of an emergency incident.

- (a) The fire chief, shall have full authority and complete supervisory control over all equipment and personnel present at the scene of an emergency incident. In the absence of the fire chief, such authority and control over the scene of an emergency incident shall be vested with the designated incident commander, pursuant to fire department protocols.
- (b) While the city's fire department is in the process of answering an alarm, or operating at an emergency incident, or traveling to or from the fire station or the scene of an emergency incident, the fire chief shall have the authority to:
 - (1) Maintain order at the emergency incident and its vicinity;
 - (2) Direct the actions of the firefighters and emergency services personnel at the emergency incident or its vicinity;

- (3) Keep bystanders or other persons at a safe distance from the emergency incident and emergency equipment;
 - (4) Facilitate the speedy movement and operation of emergency equipment and fire department personnel;
 - (5) Cause an investigation to be made into the origin and cause of the emergency incident;
 - (6) Until the arrival of a police officer, direct and control traffic in person or by deputy and facilitate the movement of traffic; and
 - (7) Restrict the entry of personnel from the news media into the area of an emergency incident, as follows: personnel from the news media, when gathering the news, may enter at their own risk into the area of an emergency incident only when the fire chief or other officer in charge has deemed the area safe, and only into those areas of the emergency incident that do not, in the opinion of the fire chief or other officer in charge, interfere with firefighters or emergency medical services personnel dealing with such emergencies; and if the presence of personnel of the news media causes interference, in the opinion of the fire chief or other officer in charge of the fire department's operations at the scene of the emergency incident, the fire chief or other officer in charge may order such person to leave the scene of the emergency incident.
- (c) The fire chief or other officer in charge of the area of an emergency incident shall display their firefighter's or emergency medical services personnel badge, or other proper means of identification.
 - (d) Any person refusing to obey an order of the fire chief or other officer in charge, or their deputies, shall be guilty of a Class 4 misdemeanor. The fire chief or other officer in charge shall have the power to make arrests for violation of the provisions of this section. The authority described within this section may not be exercised to inhibit or obstruct members of law-enforcement agencies from performing their normal duties when operating at an emergency incident.
 - (e) The fire chief shall have the authority to equip fire department vehicles and personnel with devices for activation of traffic control signals, in order to facilitate the safe ingress and egress of department equipment, vehicles, and personnel at a fire station and to facilitate the safe travel of fire department equipment, vehicles, and personnel to and from the scene of an emergency incident.

Sec. 12-18. Volunteer Agencies.

- (a) At their respective meetings each year, or as soon thereafter as practicable, the Charlottesville Fire Company and the Charlottesville-Albemarle Rescue Squad shall elect from among their respective members a chief and such other officers as they may deem appropriate, and shall communicate the names of the elected officers to the city's fire chief. Officers so elected shall have full control and command of their respective organizations at all times, except as otherwise provided within this chapter.

- (b) At the scene of an emergency incident, the fire chief and other officers of a volunteer agency shall exercise supervision and control over their respective personnel; however, the chief and other officers of the volunteer agency shall receive direction and instructions from the designated on-scene incident commander.

Sec. 12-19. Powers and duties of fire marshal; assistants.

- (a) The fire chief shall appoint an employee of the fire department to serve as the city's fire marshal, and one (1) or more assistants. The fire marshal shall have the powers, functions and responsibilities described within Title 27, Chapter 3 (Local Fire Marshals) of the Virginia Code.
 - (1) In addition to any other duties prescribed by law, the fire marshal and their assistants shall have the authority to arrest, to procure and serve warrants of arrest, and to issue summons in the manner authorized by general law for violation of fire prevention and fire safety laws and related ordinances. The authority granted in this section shall not be exercised by the fire marshal or any assistant until such person has satisfactorily completed a training course designed specifically for local fire marshals and their assistants and approved by the Virginia Fire Services Board.
 - (2) The city's fire marshal and their assistants shall have the same police powers as a police officer or law enforcement officer, and these officers shall have responsibility for the investigation and prosecution of offenses involving hazardous materials, fires, fire bombings, bombings, attempts or threats to commit such offenses, false alarms relating to such offenses, and possession and manufacture of explosive devices, substances and fire bombs. However, the police powers granted in this section shall not be exercised by any local fire marshal or assistant until such person has satisfactorily completed a course for fire marshals with police powers, designated by the department of fire programs in cooperation with the department of criminal justice services, which course shall be approved by the Virginia Fire Services Board. In addition, fire marshals and their assistants with police powers shall continue to have and exercise those police powers only upon satisfactory participation in in-service and advanced courses and programs designated by the department of fire programs in cooperation with the department of criminal justice services, which courses shall be approved by the Virginia Fire Services Board.
 - (3) Where a city fire marshal or any assistant(s) have been designated by the city's fire chief they shall, before entering upon their duties, take oath before an officer authorized to administer oaths, faithfully to discharge the duties of such office(s). The certificate of the oath shall be returned to and preserved by the clerk of the city council.
- (b) The fire marshal shall have the right to enter upon any property from which a release of any hazardous material, hazardous waste or regulated substance, as defined in § 10.1-1400 or § 62.1-44.34:8 of the Virginia Code, has occurred or is reasonably suspected to have occurred, and which has entered into the ground water, surface water or soils of the city. The right of entry authorized by this provision is to allow the fire marshal to investigate the extent and cause of any such release and shall be exercised in accordance with the provisions of § 27-37.1 of the Virginia Code.

Secs. 12-20—12-29. Reserved.

ARTICLE III. FIRE PREVENTION CODE

Sec. 12-30. City fire prevention code.

There is hereby established a fire prevention code for the City of Charlottesville, consisting of the Virginia Statewide Fire Prevention Code adopted pursuant to section 12-31, as well as the regulations set forth within section 12-32, following below.

Sec. 12-31. Virginia Statewide Fire Prevention Code.

- (a) It shall be the policy and practice of the city to enforce, in its entirety, the Virginia Statewide Fire Prevention Code ("SFPC") adopted by the Virginia Board of Housing pursuant to § 27-97 of the Virginia Code, as amended from time to time. Accordingly, the SFPC is hereby adopted as part of the fire prevention code of the city. At least one (1) copy of the SFPC shall be maintained in the office of the city's fire chief and such copy shall be made available for inspection during regular office hours.
- (b) Appeals concerning the application of the SFPC shall first lie to the city's board of building code appeals, which board is hereby designated as the local board of appeals for the SFPC. This board shall have jurisdiction over all appeals initiated by persons aggrieved by a decision of the fire official implementing or interpreting any provision of the SFPC.
- (c) From time to time city council may approve a schedule of permits and of fees applicable to inspections, approvals and appeals conducted for purposes of enforcement of the SFPC. Once a schedule of permits and/or fees is approved it shall be maintained in the office of the city fire chief.
- (d) The city's fire department shall have responsibility to serve as the local enforcing agency for the SFPC. In carrying out such responsibility the fire department shall act by and through an executive official ("fire official") designated by the city's fire chief. Unless otherwise specified by the city's fire chief, the city's fire marshal shall serve as the city's fire official. The fire official and any fire department employees appointed by the fire chief to assist them, shall have authority to exercise the powers authorized within the SFPC and relevant provisions of the Statewide Fire Prevention Code Act, §§ 27-94 et seq. of the Virginia Code, as amended. The fire official may delegate duties and powers to their assistants appointed by the fire chief, but the fire official shall remain responsible for ensuring that any such delegated duties and powers are carried out in accordance with applicable provisions of law.
- (e) The fire official and their assistants shall have or obtain the qualifications and certifications specified within the SFPC.
- (f) The fire official shall keep and maintain official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. The fire official shall deliver to their successor in office all such records that may be in their possession or control.

Sec. 12-32. Local regulations.

- (a) The SFPC, as adopted pursuant to section 12-31, above, is hereby amended, supplemented, amplified and modified by the following provisions, which are intended to be more restrictive or more extensive in scope than the regulations set forth within the SFPC:
- (1) *Certain fire suppression systems required.* Notwithstanding any contrary provision of law, general or special, fire suppression systems must be installed and maintained in full operating condition in buildings fifty (50) feet or more in height for which building permits have been issued after October 20, 1986. The technical requirements for the installation, repair, operation and maintenance of such systems shall be those found in the SFPC. A violation of this section shall constitute a Class 2 misdemeanor.
 - (2) *Certain smoke detectors required.* Notwithstanding any contrary provision of law, general or special, smoke detectors shall be installed in the following structures or buildings:
 - a. Any building containing one (1) or more dwelling units;
 - b. Any hotel or motel regularly used or offered for, or intended to be used to provide overnight sleeping accommodations for one (1) or more persons; and
 - c. Rooming houses regularly used, offered for, or intended to be used to provide overnight sleeping accommodations.

Smoke detectors installed pursuant to this section shall be installed in conformance with the provisions of the Uniform Statewide Building Code. Any required smoke detector may be either battery-operated or an AC-powered unit. The owner of any dwelling unit which is rented or leased, at the beginning of each tenancy and at least annually thereafter, shall furnish the tenant of that unit with a certificate that all required smoke detectors are present, have been inspected, and are in good working order. Except for smoke detectors located in hallways, stairwells, and other public or common areas of multifamily buildings, interim testing, repair, and maintenance of smoke detectors in rented or leased units shall be the responsibility of the tenant; however, the owner shall be obligated to service, repair, or replace any malfunctioning smoke detector(s) within five (5) days of receipt of written notice from the tenant that such smoke detector is in need of service, repair, or replacement. A violation of any provision of this section shall constitute a Class 2 misdemeanor.

Any building containing fewer than four (4) dwelling units which was not in compliance with this section on July 1, 1984, shall be exempted from the requirements of this section until such time as that building or any dwelling unit therein is sold or rented to another person. The city's fire department may delegate responsibility for enforcement of this section, as may be appropriate, to the housing inspections division of the department of neighborhood development services, which is hereby authorized to enforce this section at the request of the fire department.

- (3) *Exits from public assembly halls.* The owners or lessees of any public hall or theater shall provide suitable and sufficient exits from such buildings. The doors to the exits shall remain unlocked during all performances or public gatherings in the buildings and shall, in all cases,

open outwardly, and not inwardly. Any owner or lessee of any such building who shall violate this requirement shall be subject to the penalties set forth within Virginia Code § 27-53. The continuation of any failure to comply with this requirement for each week after notice has been given to the owner or lessee of a building that the exits are unsafe or insufficient shall be deemed a separate offense.

- (4) *Summoning firefighting apparatus without cause.* No person shall, without just cause, call or summon, by telephone or otherwise, any firefighting apparatus. No person shall maliciously activate a manual or automatic fire alarm in any building used for public assembly or for other public use, including, but not limited to, schools, theaters, stores, office buildings, shopping centers and malls, coliseums and arenas.
- (5) *Fireworks.* No person shall have, keep, store, use, discharge, manufacture, sell, handle or transport any fireworks in the city, except as provided within this section. Nothing in this section shall apply to:
 - a. Any materials or equipment that is used or to be used by any person for signaling or other emergency use in the operation of any railroad train or other vehicle for the transportation of persons or property.
 - b. Any officer or member of the armed forces, while acting within the scope of their authority and duties as such, nor to any offer of sale or sale of fireworks to any authorized agent of such armed forces.

The fire chief may, upon due application, issue a permit to a properly qualified person for giving a pyrotechnic display of fireworks in the public parks or other open places. Such permits shall impose such restrictions as, in the opinion of the fire chief, may be necessary to properly safeguard life and property in each case. The term "fireworks," as used in this section, shall mean and refer to any firecracker, sparkler, roman candle, fire balloon, signal light, squib, rocket, railroad track or other torpedo, skyrocket, flashlight composition, or other substance or object, of whatever form or construction, that contains any explosive or inflammable compound or substance, and which explodes, rises into the air, travels laterally, or fires projectiles into the air to obtain visible or audible pyrotechnic effects.

- (6) *High explosives.* No person shall sell within the city any dynamite, blasting powder or other high explosive except upon a written permit from the chief of police, which permit shall be issued upon application by the purchaser showing that such explosives are to be used for legitimate purposes within a reasonable time after their purchase and the provisions of the fire prevention code with respect to the keeping of all such explosives shall in all respects apply to such purchaser. This section shall not be construed to apply to the purchase of shotgun, rifle or pistol ammunition at retail.
- (7) *Storage of explosive liquids.* It shall be unlawful for any person to store, keep or handle any gasoline or other highly explosive liquids in bulk within the city ("bulk storage") except:
 - a. In the city's manufacturing/industrial zoning districts as part of, or in connection with, a use authorized by the city's zoning ordinance; or

- b. In existing bulk storage sites that were lawful as of March 1, 2004.

For the purposes of this section, the term “bulk storage” shall mean and refer to the storage and keeping as well as the parking, loading or unloading of gasoline or any other highly explosive liquid in quantities of more than ten thousand (10,000) gallons, into, to or from any single container, including, without limitation, tank cars or truck transports. Where permitted, such bulk storage shall be conducted in accordance with applicable provisions of the SFPC. It shall be unlawful for any person to store, keep or handle any gasoline or other highly explosive liquids in any underground container of ten thousand (10,000) gallons or less, in any residential zoning or B-1 zoning district; provided, however, that:

- a. In an R-3 or B-1 zoning district, a single underground tank may be installed to contain not in excess of five hundred fifty (550) gallons, provided that such tank is not located within one hundred (100) feet of any residential dwelling unit, is to serve a nonconforming business use, and shall not be resold to others; and
- b. Any elementary or secondary school, whether public or private, may install an underground tank to contain not in excess of five hundred fifty (550) gallons, so long as such tank is not located within one hundred (100) feet of any residential dwelling unit, is not located within one hundred (100) feet of any building used for school purposes, and the contents of such tank are not resold to others.

Otherwise, underground storage of quantities not in excess of ten thousand (10,000) gallons, in a container complying with requirements of the SFPC, is permitted within the city, except that if any such underground tank is located within ten (10) feet of any building, the maximum quantity permitted in such container shall be two thousand (2,000) gallons.

- (8) *Open burning.* Except as otherwise provided in this section, no person shall ignite or maintain, or cause or permit to be ignited or maintained, any open fire on public or private property outside any building. Salvage, demolition operations, land clearing and disposal of waste materials (including, without limitation, construction debris, garbage, refuse, household refuse, brush, grass, leaves and other waste materials) by burning are specifically prohibited. Exceptions to the prohibitions of this section are as follows:

- a. Open fires may be set in the performance of official duties by the fire chief or their designee when necessary:
 - 1. For the abatement of a fire hazard which cannot be abated by other means;
 - 2. For training in firefighting or for research in control of fires under supervision of the fire chief or their designee; and
 - 3. In emergency or other extraordinary circumstances when open burning is determined by the fire chief to be in the public interest.
- b. Open fires may be used for cooking food, if such fires are contained within approved grills and barbecues for the purpose of food preparation for human consumption.

- c. Open fires may be set within approved outdoor fireplaces provided such fireplaces have screened burn chambers and chimneys equipped with spark arrestor screens. Salamanders and similar heating devices may be used for heating by outdoor workers provided that no smoke hazard or other nuisance is created and provided that such devices are used not less than fifteen (15) feet from any structure.
 - d. Open fires may be set for recreational purposes, or for ceremonial occasions, with the advance approval of the fire marshal, and provided that no smoke violation or nuisance is created.
 - e. Where permitted, open burning shall be constantly monitored until the fire is extinguished. Fire extinguishing equipment shall be available for immediate use. Notwithstanding the above-listed exceptions, there is hereby reserved to the city's fire chief the authority to prohibit any and all open burning when in their determination smoke may cause reduced visibility on any highway, the fire is endangering adjacent property, or when flames, emissions or odors from the fire may otherwise constitute a hazard or nuisance. The fire chief or their designee may order the extinguishing of any fire which creates any such hazard(s) or nuisance(s).
- (9) *Fire hydrant distribution.* Fire hydrants shall be provided along required fire apparatus access roads and adjacent public streets where new building construction or modifications to water mains occur as follows: No more than three hundred (300) feet shall exist between fire hydrants serving buildings meeting SFPC occupancy classifications other than Residential Group R-5, in which case no more than six hundred (600) feet shall exist between fire hydrants.
- (10) *Chapter 1, section 103.1.2 of the SFPC is replaced by the following:*
- 10.1.2. Appendices.
- (i) Appendix B, Fire-Flow Requirements For Buildings, of the International Fire Code - 2006 Edition, as amended from time to time (hereinafter "IFC"), is considered part of the IFC for the purposes of Section 103.1 of the SFPC.
 - (ii) Appendix D, Fire Apparatus Access Roads, of the IFC is considered part of the IFC for the purposes of Section 103.1 of the SFPC, as modified in the city's Standards and Design Manual. Any conflict between the two (2) documents shall be resolved in favor of the city's Standards and Design Manual.
- (11) *Testing and inspection reports.*
- a. *Testing, inspection, repair and maintenance required.* Fire protection systems and other life safety systems, whether required or nonrequired, shall be inspected, tested, repaired and maintained in an operative condition at all times, and in accordance with requirements set forth within the SFPC. Itemized records of all system tests, inspections, repairs and maintenance required by the SFPC shall be maintained by the property owner on the premises of the system(s), and copies of such records shall be submitted to the city's fire official as required by paragraph b., below.

- b. *Reporting.* It shall be the responsibility of any person (including, without limitation, any individual or company) providing or conducting tests or inspections of fire protection and life safety systems for properties within the city to submit a copy of the itemized records of such tests, inspections, repairs, or maintenance to the fire official's approved and designated web-based reporting vendor, within thirty (30) days of the test, inspection, repair or maintenance. With respect to inspections, testing, maintenance, repair, or replacement of fire protection and life safety systems, the term "itemized records" includes, but is not limited to: identification of the individual and company performing the inspection; a description of the inspection, testing, maintenance, repair, or replacement; when and where the inspection, testing, maintenance, repair, or replacement took place; and the results of the inspection, testing, maintenance, repair, or replacement.
 - c. *Web-based reporting requirement.* The fire official shall utilize a web-based reporting program which connects and engages the key stakeholders involved in fire prevention and community risk reduction, including: the governmental authorities having jurisdiction within the city, testing and inspection service providers, and property owners. Records, including reports of testing and inspections, referenced in paragraph a. preceding above must be uploaded to the web-based reporting system designated by the city's fire official. The web-based inspection reporting provider shall transmit said inspection reports to the city's fire official, and to any other governmental authorities to whom such reports are required to be given.
 - d. Every individual and company performing testing, inspection, repair or maintenance of any fire protection or life safety systems within the city shall be qualified (certified) and licensed, registered or otherwise authorized to perform such work or services within the Commonwealth of Virginia, and in accordance with applicable SFPC standards. The city's fire official may reject any records or reports if the person or company providing the reports does not also provide the city with documentation of their current certification(s) and qualification(s) to perform such work or services.
- (b) Nothing in this section shall be construed, interpreted or applied to abrogate, nullify, or abolish any law, ordinance or code enacted by the city, or by the Commonwealth of Virginia, its boards or agencies. When any provision of this section is found to be in conflict with any zoning, safety, health or other applicable law, ordinance or code, the provision that establishes the higher standard for the promotion and protection of the safety and welfare of the public shall prevail.

Secs. 12-33—12-39. Reserved.

ARTICLE IV. EMERGENCY MEDICAL SERVICES

Sec. 12-40. Purpose.

Pursuant to Virginia Code § 32.1-111.14, it is hereby determined that the powers set forth herein must be exercised in order to assure the provision of adequate and continuing emergency services and to preserve, protect and promote the public health, safety and general welfare.

Sec. 12-41. Responsibilities of the department.

As otherwise consistent with this chapter, the city's fire department shall be responsible for regulating and managing the provision of pre-hospital emergency patient care and services, and for regulating providers of the non-emergency transportation of patients requiring medical services.

Sec. 12-42. Fees for emergency medical services vehicle transports.

- (a) Reasonable fees shall be charged for services provided by an EMS agency operating an EMS vehicle under this article. The schedule of fees shall be established by resolution of city council.
- (b) In no event shall a person be denied transport for emergency medical services due to their inability to pay.
- (c) The city manager shall establish policies and procedures to implement this section in accordance with applicable law, including payment standards for persons demonstrating economic hardship.

Sec. 12-43. Medical directors.

- (a) There shall be a city operational medical director ("OMD"), who shall be appointed by the fire chief. The OMD shall be responsible for approval of the fire department's medical protocols and advising the fire chief pertaining to the provision of emergency medical services in the city.
- (b) Each component part of the fire department shall have its own OMD(s), who shall be responsible for approval of their respective agency's medical protocols.

**AN ORDINANCE
TO AMEND AND RE-ENACT CHAPTER 12 OF THE CODE OF THE CITY OF CHARLOTTESVILLE, VIRGINIA
(1990), AS AMENDED, TO RECOGNIZE THE CHARLOTTESVILLE-ALBEMARLE RESCUE SQUAD AND
CHARLOTTESVILLE FIRE COMPANY AS COMPONENT PARTS OF THE CITY'S FIRE DEPARTMENT**

Chapter 12 FIRE PREVENTION AND EMERGENCY MEDICAL SERVICES

ARTICLE I. GENERAL

Sec. 12-1. Violations.

Except as otherwise specified, any person who violates the provisions of this article shall be guilty of a Class 1 misdemeanor.

Sec. 12-2. Terms defined.

For purposes of this chapter the following definitions shall apply:

Component part means a not-for-profit organization that forms a constituent element of the city's fire and emergency medical services department and which is deemed an instrumentality of the city solely for purposes of Virginia Code § 32.1-111.4:6.

Designated emergency response agency or DERA means an emergency medical services agency that responds to medical emergencies for its primary service area as defined by the city's emergency medical services system and response plan, and is recognized as an integral and essential part of the official public safety program of the city for purposes of Virginia Code § 15.2-955.

Emergency incident means any incident where there is imminent danger to life, health, property or the environment, or the actual occurrence of fire or explosion, or of the uncontrolled release of hazardous materials which threaten life or property, to which members of the city's fire and emergency medical services department are called to respond or dispatched, including but not limited to, incidents requiring fire suppression, emergency medical care, rescue, or services related to hazardous materials where there is imminent danger or the actual occurrence of fire or explosion or of the uncontrolled release of hazardous materials which threaten life or property.

Emergency medical services or EMS means health care, public health, and public safety services used in the medical response to the real or perceived need for immediate medical assessment, care, or transportation and preventive care, or transportation in order to prevent loss of life or aggravation of physiological or psychological illness or injury.

Emergency medical services agency or EMS agency means any person or group engaged in the business, service, or regular activity, whether for profit or not, of rendering immediate medical care and providing transportation to persons who are sick, injured, wounded, or otherwise incapacitated or helpless, and that holds a valid license as an emergency medical services agency issued by the state Commissioner of Health in accordance with Virginia Code § 32.1-111.6.

Emergency medical services personnel or EMS personnel means persons who are employed by, or who are members of an emergency medical services agency, and who provide responsible for the direct provision of emergency medical or rescue services pursuant to an EMS agency license issued to that

agency by the state Commissioner of Health and in accordance with the authorization of that agency's operational medical director(s).-in a given medical emergency or emergency rescue including all persons who could be described as attendants, attendants in charge, or operators.

Emergency medical services system or EMS system means the system of designated emergency response agencies, vehicles, equipment, and personnel; health care facilities; other health care and emergency services providers; and other components engaged in the planning, coordination, and delivery of emergency medical services within the city, including individuals and facilities providing communication and other services necessary to facilitate the delivery of emergency medical services in the city.

Emergency medical services vehicle or EMS vehicle means any vehicle, vessel, or aircraft that holds a valid emergency medical services vehicle permit issued by the Virginia Office of Emergency Medical Services that is equipped, maintained, or operated to provide emergency medical care or transportation of patients who are sick, injured, wounded, or otherwise incapacitated or helpless.

Fire company means a volunteer firefighting organization organized within the city pursuant to state law, for the purpose of fighting fires.

Garbage means putrescible animal and vegetable matter accumulated by a household in the course of ordinary day-to-day living.

Household refuse means waste material and trash normally accumulated by a household in the course of ordinary day-to-day living.

Open burning and *open fire* refer to the burning of any matter or substance in a manner that the resulting products of combustion are emitted directly into the atmosphere without passing through a stack, duct or chimney.

Refuse means trash, rubbish, garbage and other forms of solid or liquid waste, including, without limitation, wastes resulting from residential, agricultural, commercial, industrial, institutional, trade, construction, land cleaning, forest management and emergency operations.

Sec. 12-3. References to Virginia Code.

All references within this ordinance to specific titles, chapters, articles and sections of the Virginia Code shall refer to those provisions of the Code of Virginia (1950), as amended, in effect on the date of adoption of this ordinance, and shall also be construed as references to successor titles, chapters, articles and sections, mutatis mutandis.

Secs. 12-4—12-14. Reserved.

ARTICLE II. FIRE DEPARTMENT

Sec. 12-15. Establishment; direction and control.

- (a) There is hereby established as a department of the city government a fire~~fighting~~ and emergency medical services (~~EMS~~) department, to be known and designated as the Fire Department of the City of Charlottesville. The fire department shall provide all firefighting and emergency medical services, fire code enforcement, and services related to civilian protection and evaluation in disasters and emergencies.
- (b) The fire department shall be composed of the officials and individuals who are a corps of paid full-time~~the~~ employees of the ~~city~~ within the department, of Charlottesville, as well as a group of of~~the~~ volunteer company knowns who are members of an organization known and designated as the Charlottesville Fire Company, and the Charlottesville-Albemarle Rescue Squad, Inc. ("CARS"). The ~~fire department shall be subject generally to the direction and control of a full-time paid officer, appointed by the city manager, to be known as the "chief" of the fire department; provided, however, that the fire chief shall exercise control over the Charlottesville Fire Company and its members only at the scene of an emergency incident.~~
- (c) CARS is recognized as a component part of the fire department and is deemed an instrumentality of the city solely for purposes of Virginia Code § 32.1-111.4:6, and as a designated emergency response agency of the city and an integral and essential part of the official public safety program of the city with responsibility for providing emergency medical response, for purposes of Virginia Code § 15.2-955. Details regarding the operational relationship between CARS and the fire department shall be as outlined in the most current emergency medical services agreement and/or other memoranda of agreement between the two parties.

Sec. 12-16. Chief of fire and emergency medical services; p~~Powers and duties of fire chief.~~

Except as described in section 12-18 of this chapter:

- (a) The director of the fire department shall be a public officer known as the "fire chief." As many other officers and employees may be employed in the fire department as needed and as provided for by the city council within its annual budget. The city's fire chief shall provide general management of the fire department including all functions of the department described in this chapter and in statutes and regulations relating to local firefighting and emergency medical services.~~The city's fire chief shall have full authority and complete supervisory control of all equipment and personnel in attendance at an emergency incident, including, without limitation, officers and other members of the Charlottesville Fire Company. In the absence of the fire chief, all such authority and control shall be vested with the next in rank officer employed full-time within the city's fire department and holding the rank of captain or above.~~
- (b) The fire chief is empowered to designate such subordinate officers and officials among the paid employees of the fire department as they may deem appropriate, including without limitation: designation of a local fire marshal and one (1) or more assistants to the fire marshal, as deemed necessary by the fire chief, which assistants shall, in the absence of the fire marshal, ~~shall~~ have the powers and perform the duties of the fire marshal.
- (c) The fire chief shall have charge of the city's firehouses, and shall keep such property in good condition.

- (d) The fire chief shall have authority to purchase (subject to applicable procurement laws and regulations) operate, staff, and maintain equipment for firefighting fires, providerforming emergency medical services, and for otherwise responding to emergency incidents, and to prescribe the terms and conditions upon which such equipment will be utilized for fighting fires or providing emergency medical services in or upon publicly or privately owned property. The fire chief shall perform all actions and shall have all duties as may be necessary to properly care for and to keep such property and equipment in good condition and working order.
- (e) In accordance with the Virginia Public Records Act, the Virginia Freedom of Information Act, and other laws of the Commonwealth, as applicable, the fire chief shall keep and maintain records of all emergency incidents, their place and time of occurrence, and such other information as the fire chief shall deem necessary or proper or the city manager may require. The fire chief shall deliver or make available to their successor in office all such records, and all other records pertaining to the operation and management of the city fire department that may be in their possession or control.
- (f) The fire chief shall have general supervision of all fire hydrants in the city, and they shall report in writing to the director of public works whenever they deem it necessary or expedient that any fire hydrants should be erected, repaired, or removed.
- (g) The fire chief shall establish and enforce departmental policies, regulations, and bylaws for the administration and operation of the department. Such regulations shall be consistent with this chapter but may establish additional and more stringent requirements applicable to firefighting or emergency medical services operations, consistent with federal and state laws and regulations. In no event shall any city or departmental regulation or directive be interpreted to waive requirements of any federal, state, or local law or regulation, including those related to permits or licensing.
- (h) The fire chief may delegate any operational authority to other officials and employees of the department. References in this chapter to the fire chief shall include such officials and employees acting under delegated authority, as applicable.
- (i) The fire chief, on behalf of the city council, shall have authority to enter into and take all actions necessary to implement and carry out the terms of agreements for mutual aid with other localities or agencies. Whenever the necessity arises during any actual, perceived, or potential emergency resulting from fire, personal injury, or other public disaster, the firefighters and emergency medical services personnel of the city may, together with all necessary equipment, lawfully go or be sent by the fire chief beyond the territorial limits of the city, to any point within the Commonwealth, to assist in responding to such emergency. All such extraterritorial acts and expenditures incurred for such purpose shall be entitled to the protections and immunities afforded by the Virginia Code, including Virginia Code § 27-1.
- (j) The fire chief shall have authority to take all lawful actions necessary for the provision of services related to hazardous materials, rescue, fire suppression, investigations of code violations and related enforcement actions, emergency medical services and other emergency response services deemed necessary in the judgment of the fire chief for emergency response in events exceeding the capabilities of an individual locality or government agency.

Sec. 12-17. Control of the scene of an emergency incident.

- (a) ~~As set forth within section 12-16(a), above, t~~The fire chief, or in their absence another authorized member of the fire department, shall have full authority and complete supervisory control over all equipment and personnel present at~~of~~ the scene of an emergency incident. In the absence of the fire chief, such authority and control over the scene of an emergency incident shall be vested with the designated incident commander, pursuant to fire department protocols.
- (b) While the city's fire department is in the process of answering an alarm, or operating at an emergency incident, or traveling to or from and returning to the fire station or the scene of an emergency incident, the fire chief ~~or other officer in charge of such operations at that time~~ shall have the authority to:
- (1) Maintain order at the emergency incident ~~or~~and its vicinity;
 - (2) Direct the actions of the firefighters and emergency services personnel at the emergency incident or its vicinity;
 - (3) Keep bystanders or other persons at a safe distance from the emergency incident and emergency equipment;
 - (4) Facilitate the speedy movement and operation of emergency equipment, ~~firefighters and emergency medical services and fire department~~ personnel;
 - (5) Cause an investigation to be made into the origin and cause of the emergency incident;
 - (6) Until the arrival of a police officer, direct and control traffic in person or by deputy and facilitate the movement of traffic; and
 - (7) Restrict the entry of personnel from the news media into the area of an emergency incident, as follows: personnel from the news media, when gathering the news, may enter at their own risk into the area of an emergency incident only when the fire chief or other officer in charge has deemed the area safe, and only into those areas of the emergency incident that do not, in the opinion of the fire chief or other officer in charge, interfere with firefighters or emergency medical services personnel dealing with such emergencies;; and if the presence of personnel of the news media causes interference, in the opinion of the fire chief or other officer in charge of the fire department's operations at the scene of the emergency incident, in which case the fire chief or other officer in charge may order such person to leave the scene of the emergency incident.
- (c**b**) The fire chief or other officer in charge of the area of an emergency incident shall display their firefighter's or emergency medical services personnel badge, or other proper means of identification.
- (d) Any person refusing to obey ~~the an~~ order(s) of the fire chief or other officer in charge, or their deputies, shall be guilty of a Class 4 misdemeanor. The fire chief or other officer in charge shall have the power to make arrests for violation of the provisions of this section. The authority described within this section may not be exercised to inhibit or obstruct members of law-

enforcement agencies ~~or rescue squads~~ from performing their normal duties when operating at an emergency incident.

- (ee) The fire chief shall have the authority to equip fire department vehicles and personnel with devices for activation of traffic control signals, in order to facilitate the safe ingress and egress of emergency department equipment, vehicles, and personnel at a fire/~~EMS~~ station and to facilitate the safe travel of fire department equipment, ~~and vehicles, and personnel~~ to and from the scene of an emergency incident.

Sec. 12-18. ~~Charlottesville Fire Company~~Volunteer Agencies.

- (a) At ~~their respective~~its regular meetings ~~in August of~~ each year, or as soon thereafter as practicable, the Charlottesville Fire Company and the Charlottesville-Albemarle Rescue Squad shall elect from among ~~its~~ their respective members a chief and such other officers as ~~it~~they may deem appropriate, and shall communicate the names of the elected officers to the city's fire chief. ~~The terms of office shall commence upon appointment and shall expire on August 31 of the year following the year in which such officers were elected.~~ Officers so elected shall have full direction and control and command ~~over~~ their respective organizations ~~members of the Charlottesville Fire Company~~ at all times, except as otherwise provided within this chapter ~~with respect to activities at the scene of a fire.~~
- (b) At the scene of an emergency incident, the fire ~~the~~ chief and other officers of a volunteer agency~~the fire company~~ shall exercise supervision and control over their respective ~~fire company~~ personnel; however, the chief and other officers of the volunteer agency ~~fire company~~ shall receive direction and instructions from the designated on-scene incident commander, city's fire chief or next ranking officer in charge. ~~In the event neither the city's fire chief nor another full-time employee of the city fire department holding the rank of captain or above is present at the scene of a fire, then the chief of the fire company, or another fire company officer holding the rank of captain or above, will be in charge until relieved by an authorized officer of the city's fire department.~~

Sec. 12-19. Powers and duties of fire marshal; assistants.

- (a) The fire chief shall appoint an employee of the fire department to serve as the city's fire marshal, and one (1) or more assistants. The fire marshal shall have the powers, functions and responsibilities described within Title 27, Chapter 3 (Local Fire Marshals) of the Virginia Code.
 - (1) In addition to any other duties prescribed by law, the fire marshal and their assistants shall have the authority to arrest, to procure and serve warrants of arrest, and to issue summons in the manner authorized by general law for violation of fire prevention and fire safety laws and related ordinances. The authority granted in this section shall not be exercised by the fire marshal or any assistant until such person has satisfactorily completed a training course designed specifically for local fire marshals and their assistants and approved by the Virginia Fire Services Board.
 - (2) The city's fire marshal and their assistants shall have the same police powers as a police officer or law enforcement officer, and these officers shall have responsibility for the investigation and prosecution of offenses involving hazardous materials, fires, fire bombings,

bombings, attempts or threats to commit such offenses, false alarms relating to such offenses, and possession and manufacture of explosive devices, substances and fire bombs. However, the police powers granted in this section shall not be exercised by any local fire marshal or assistant until such person has satisfactorily completed a course for fire marshals with police powers, designated by the department of fire programs in cooperation with the department of criminal justice services, which course shall be approved by the Virginia Fire Services Board. In addition, fire marshals and their assistants with police powers shall continue to have and exercise those police powers only upon satisfactory participation in in-service and advanced courses and programs designated by the department of fire programs in cooperation with the department of criminal justice services, which courses shall be approved by the Virginia Fire Services Board.

- (3) Where a city fire marshal or any assistant(s) have been designated by the city's fire chief they shall, before entering upon their duties, take oath before an officer authorized to administer oaths, faithfully to discharge the duties of such office(s). The certificate of the oath shall be returned to and preserved by the clerk of the city council.
- (b) The fire marshal shall have the right to enter upon any property from which a release of any hazardous material, hazardous waste or regulated substance, as defined in § 10.1-1400 or § 62.1-44.34:8 of the Virginia Code, has occurred or is reasonably suspected to have occurred, and which has entered into the ground water, surface water or soils of the city. The right of entry authorized by this provision is to allow the fire marshal to investigate the extent and cause of any such release and shall be exercised in accordance with the provisions of § 27-37.1 of the Virginia Code.

Secs. 12-20—12-29. Reserved.

ARTICLE III. FIRE PREVENTION CODE

Sec. 12-30. City fire prevention code.

There is hereby established a fire prevention code for the City of Charlottesville, consisting of the Virginia Statewide Fire Prevention Code adopted pursuant to section 12-31, as well as the regulations set forth within section 12-32, following below.

Sec. 12-31. Virginia Statewide Fire Prevention Code.

- (a) It shall be the policy and practice of the city to enforce, in its entirety, the Virginia Statewide Fire Prevention Code ("SFPC") adopted by the Virginia Board of Housing pursuant to § 27-97 of the Virginia Code, as amended from time to time. Accordingly, the SFPC is hereby adopted as part of the fire prevention code of the city. At least one (1) copy of the SFPC shall be maintained in the office of the city's fire chief and such copy shall be made available for inspection during regular office hours.
- (b) Appeals concerning the application of the SFPC shall first lie to the city's board of building code appeals, which board is hereby designated as the local board of appeals for the SFPC. This board

shall have jurisdiction over all appeals initiated by persons aggrieved by a decision of the fire official implementing or interpreting any provision of the SFPC.

- (c) From time to time city council may approve a schedule of permits and of fees applicable to inspections, approvals and appeals conducted for purposes of enforcement of the SFPC. Once a schedule of permits and/or fees is approved it shall be maintained in the office of the city fire chief.
- (d) The city's fire department shall have responsibility to serve as the local enforcing agency for the SFPC. In carrying out such responsibility the fire department shall act by and through an executive official ("fire official") designated by the city's fire chief. Unless otherwise specified by the city's fire chief, the city's fire marshal shall serve as the city's fire official. The fire official and any fire department employees appointed by the fire chief to assist them, shall have authority to exercise the powers authorized within the SFPC and relevant provisions of the Statewide Fire Prevention Code Act, §§ 27-94 et seq. of the Virginia Code, as amended. The fire official may delegate duties and powers to their assistants appointed by the fire chief, but the fire official shall remain responsible for ensuring that any such delegated duties and powers are carried out in accordance with applicable provisions of law.
- (e) The fire official and their assistants shall have or obtain the qualifications and certifications specified within the SFPC.
- (f) The fire official shall keep and maintain official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. The fire official shall deliver to their successor in office all such records that may be in their possession or control.

Sec. 12-32. Local regulations.

- (a) The SFPC, as adopted pursuant to section 12-31, above, is hereby amended, supplemented, amplified and modified by the following provisions, which are intended to be more restrictive or more extensive in scope than the regulations set forth within the SFPC:
 - (1) *Certain fire suppression systems required.* Notwithstanding any contrary provision of law, general or special, fire suppression systems must be installed and maintained in full operating condition in buildings fifty (50) feet or more in height for which building permits have been issued after October 20, 1986. The technical requirements for the installation, repair, operation and maintenance of such systems shall be those found in the SFPC. A violation of this section shall constitute a Class 2 misdemeanor.
 - (2) *Certain smoke detectors required.* Notwithstanding any contrary provision of law, general or special, smoke detectors shall be installed in the following structures or buildings:
 - a. Any building containing one (1) or more dwelling units;
 - b. Any hotel or motel regularly used or offered for, or intended to be used to provide overnight sleeping accommodations for one (1) or more persons; and

- c. Rooming houses regularly used, offered for, or intended to be used to provide overnight sleeping accommodations.

Smoke detectors installed pursuant to this section shall be installed in conformance with the provisions of the Uniform Statewide Building Code. Any required smoke detector may be either battery-operated or an AC-powered unit. The owner of any dwelling unit which is rented or leased, at the beginning of each tenancy and at least annually thereafter, shall furnish the tenant of that unit with a certificate that all required smoke detectors are present, have been inspected, and are in good working order. Except for smoke detectors located in hallways, stairwells, and other public or common areas of multifamily buildings, interim testing, repair, and maintenance of smoke detectors in rented or leased units shall be the responsibility of the tenant; however, the owner shall be obligated to service, repair, or replace any malfunctioning smoke detector(s) within five (5) days of receipt of written notice from the tenant that such smoke detector is in need of service, repair, or replacement. A violation of any provision of this section shall constitute a Class 2 misdemeanor.

Any building containing fewer than four (4) dwelling units which was not in compliance with this section on July 1, 1984, shall be exempted from the requirements of this section until such time as that building or any dwelling unit therein is sold or rented to another person. The city's fire department may delegate responsibility for enforcement of this section, as may be appropriate, to the housing inspections division of the department of neighborhood development services, which is hereby authorized to enforce this section at the request of the fire department.

- (3) *Exits from public assembly halls.* The owners or lessees of any public hall or theater shall provide suitable and sufficient exits from such buildings. The doors to the exits shall remain unlocked during all performances or public gatherings in the buildings and shall, in all cases, open outwardly, and not inwardly. Any owner or lessee of any such building who shall violate this requirement shall be subject to the penalties set forth within Virginia Code § 27-53. The continuation of any failure to comply with this requirement for each week after notice has been given to the owner or lessee of a building that the exits are unsafe or insufficient shall be deemed a separate offense.
- (4) *Summoning firefighting apparatus without cause.* No person shall, without just cause, call or summon, by telephone or otherwise, any firefighting apparatus. No person shall maliciously activate a manual or automatic fire alarm in any building used for public assembly or for other public use, including, but not limited to, schools, theaters, stores, office buildings, shopping centers and malls, coliseums and arenas.
- (5) *Fireworks.* No person shall have, keep, store, use, discharge, manufacture, sell, handle or transport any fireworks in the city, except as provided within this section. Nothing in this section shall apply to:
 - a. Any materials or equipment that is used or to be used by any person for signaling or other emergency use in the operation of any railroad train or other vehicle for the transportation of persons or property.

- b. Any officer or member of the armed forces, while acting within the scope of their authority and duties as such, nor to any offer of sale or sale of fireworks to any authorized agent of such armed forces.

The fire chief may, upon due application, issue a permit to a properly qualified person for giving a pyrotechnic display of fireworks in the public parks or other open places. Such permits shall impose such restrictions as, in the opinion of the fire chief, may be necessary to properly safeguard life and property in each case. The term "fireworks," as used in this section, shall mean and refer to any firecracker, sparkler, roman candle, fire balloon, signal light, squib, rocket, railroad track or other torpedo, skyrocket, flashlight composition, or other substance or object, of whatever form or construction, that contains any explosive or inflammable compound or substance, and which explodes, rises into the air, travels laterally, or fires projectiles into the air to obtain visible or audible pyrotechnic effects.

- (6) *High explosives.* No person shall sell within the city any dynamite, blasting powder or other high explosive except upon a written permit from the chief of police, which permit shall be issued upon application by the purchaser showing that such explosives are to be used for legitimate purposes within a reasonable time after their purchase and the provisions of the fire prevention code with respect to the keeping of all such explosives shall in all respects apply to such purchaser. This section shall not be construed to apply to the purchase of shotgun, rifle or pistol ammunition at retail.
- (7) *Storage of explosive liquids.* It shall be unlawful for any person to store, keep or handle any gasoline or other highly explosive liquids in bulk within the city ("bulk storage") except:
 - a. In the city's manufacturing/industrial zoning districts as part of, or in connection with, a use authorized by the city's zoning ordinance; or
 - b. In existing bulk storage sites that were lawful as of March 1, 2004.

For the purposes of this section, the term "bulk storage" shall mean and refer to the storage and keeping as well as the parking, loading or unloading of gasoline or any other highly explosive liquid in quantities of more than ten thousand (10,000) gallons, into, to or from any single container, including, without limitation, tank cars or truck transports. Where permitted, such bulk storage shall be conducted in accordance with applicable provisions of the SFPC. It shall be unlawful for any person to store, keep or handle any gasoline or other highly explosive liquids in any underground container of ten thousand (10,000) gallons or less, in any residential zoning or B-1 zoning district; provided, however, that:

- a. In an R-3 or B-1 zoning district, a single underground tank may be installed to contain not in excess of five hundred fifty (550) gallons, provided that such tank is not located within one hundred (100) feet of any residential dwelling unit, is to serve a nonconforming business use, and shall not be resold to others; and
- b. Any elementary or secondary school, whether public or private, may install an underground tank to contain not in excess of five hundred fifty (550) gallons, so long as such tank is not located within one hundred (100) feet of any residential dwelling unit, is

not located within one hundred (100) feet of any building used for school purposes, and the contents of such tank are not resold to others.

Otherwise, underground storage of quantities not in excess of ten thousand (10,000) gallons, in a container complying with requirements of the SFPC, is permitted within the city, except that if any such underground tank is located within ten (10) feet of any building, the maximum quantity permitted in such container shall be two thousand (2,000) gallons.

- (8) *Open burning.* Except as otherwise provided in this section, no person shall ignite or maintain, or cause or permit to be ignited or maintained, any open fire on public or private property outside any building. Salvage, demolition operations, land clearing and disposal of waste materials (including, without limitation, construction debris, garbage, refuse, household refuse, brush, grass, leaves and other waste materials) by burning are specifically prohibited. Exceptions to the prohibitions of this section are as follows:

- a. Open fires may be set in the performance of official duties by the fire chief or their designee when necessary:
 1. For the abatement of a fire hazard which cannot be abated by other means;
 2. For training in firefighting or for research in control of fires under supervision of the fire chief or their designee; and
 3. In emergency or other extraordinary circumstances when open burning is determined by the fire chief to be in the public interest.
- b. Open fires may be used for cooking food, if such fires are contained within approved grills and barbecues for the purpose of food preparation for human consumption.
- c. Open fires may be set within approved outdoor fireplaces provided such fireplaces have screened burn chambers and chimneys equipped with spark arrestor screens. Salamanders and similar heating devices may be used for heating by outdoor workers provided that no smoke hazard or other nuisance is created and provided that such devices are used not less than fifteen (15) feet from any structure.
- d. Open fires may be set for recreational purposes, or for ceremonial occasions, with the advance approval of the fire marshal, and provided that no smoke violation or nuisance is created.
- e. Where permitted, open burning shall be constantly monitored until the fire is extinguished. Fire extinguishing equipment shall be available for immediate use. Notwithstanding the above-listed exceptions, there is hereby reserved to the city's fire chief the authority to prohibit any and all open burning when in their determination smoke may cause reduced visibility on any highway, the fire is endangering adjacent property, or when flames, emissions or odors from the fire may otherwise constitute a hazard or nuisance. The fire chief or their designee may order the extinguishing of any fire which creates any such hazard(s) or nuisance(s).

- (9) *Fire hydrant distribution.* Fire hydrants shall be provided along required fire apparatus access roads and adjacent public streets where new building construction or modifications to water mains occur as follows: No more than three hundred (300) feet shall exist between fire hydrants serving buildings meeting SFPC occupancy classifications other than Residential Group R-5, in which case no more than six hundred (600) feet shall exist between fire hydrants.
- (10) *Chapter 1, section 103.1.2* of the SFPC is replaced by the following:
- 10.1.2. Appendices.
- (i) Appendix B, Fire-Flow Requirements For Buildings, of the International Fire Code - 2006 Edition, as amended from time to time (hereinafter "IFC"), is considered part of the IFC for the purposes of Section 103.1 of the SFPC.
- (ii) Appendix D, Fire Apparatus Access Roads, of the IFC is considered part of the IFC for the purposes of Section 103.1 of the SFPC, as modified in the city's Standards and Design Manual. Any conflict between the two (2) documents shall be resolved in favor of the city's Standards and Design Manual.
- (11) *Testing and inspection reports.*
- a. *Testing, inspection, repair and maintenance required.* Fire protection systems and other life safety systems, whether required or nonrequired, shall be inspected, tested, repaired and maintained in an operative condition at all times, and in accordance with requirements set forth within the SFPC. Itemized records of all system tests, inspections, repairs and maintenance required by the SFPC shall be maintained by the property owner on the premises of the system(s), and copies of such records shall be submitted to the city's fire official as required by paragraph b., below.
- b. *Reporting.* It shall be the responsibility of any person (including, without limitation, any individual or company) providing or conducting tests or inspections of fire protection and life safety systems for properties within the city to submit a copy of the itemized records of such tests, inspections, repairs, or maintenance to the fire official's approved and designated web-based reporting vendor, within thirty (30) days of the test, inspection, repair or maintenance. With respect to inspections, testing, maintenance, repair, or replacement of fire protection and life safety systems, the term "itemized records" includes, but is not limited to: identification of the individual and company performing the inspection; a description of the inspection, testing, maintenance, repair, or replacement; when and where the inspection, testing, maintenance, repair, or replacement took place; and the results of the inspection, testing, maintenance, repair, or replacement.
- c. *Web-based reporting requirement.* The fire official shall utilize a web-based reporting program which connects and engages the key stakeholders involved in fire prevention and community risk reduction, including: the governmental authorities having jurisdiction within the city, testing and inspection service providers, and property owners. Records, including reports of testing and inspections, referenced in paragraph a. preceding above must be uploaded to the web-based reporting system designated by

the city's fire official. The web-based inspection reporting provider shall transmit said inspection reports to the city's fire official, and to any other governmental authorities to whom such reports are required to be given.

- d. Every individual and company performing testing, inspection, repair or maintenance of any fire protection or life safety systems within the city shall be qualified (certified) and licensed, registered or otherwise authorized to perform such work or services within the Commonwealth of Virginia, and in accordance with applicable SFPC standards. The city's fire official may reject any records or reports if the person or company providing the reports does not also provide the city with documentation of their current certification(s) and qualification(s) to perform such work or services.
- (b) Nothing in this section shall be construed, interpreted or applied to abrogate, nullify, or abolish any law, ordinance or code enacted by the city, or by the Commonwealth of Virginia, its boards or agencies. When any provision of this section is found to be in conflict with any zoning, safety, health or other applicable law, ordinance or code, the provision that establishes the higher standard for the promotion and protection of the safety and welfare of the public shall prevail.

Secs. 12-33—12-39. Reserved.

ARTICLE IV. EMERGENCY MEDICAL SERVICES

Sec. 12-40. Purpose.

Pursuant to Virginia Code § 32.1-111.14, it is hereby determined that the powers set forth herein must be exercised in order to assure the provision of adequate and continuing emergency services and to preserve, protect and promote the public health, safety and general welfare.

Sec. 12-41. ~~Definitions~~Responsibilities of the department.

As otherwise consistent with this chapter, the city's fire department shall be responsible for regulating and managing the provision of pre-hospital emergency patient care and services, and for regulating providers of the non-emergency transportation of patients requiring medical services.

~~[The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]~~

~~"Agency" means any person engaged in the business, service or regular activity, whether or not for profit, of transporting persons who are sick, injured, wounded or otherwise incapacitated or helpless, or of rendering immediate medical care to such persons.~~

~~"Emergency medical services vehicle" means any vehicle, vessel, aircraft, or ambulance that holds a valid emergency medical services vehicle permit issued by the office of emergency medical services that is equipped, maintained or operated to provide emergency medical care or transportation of patients who are sick, injured, wounded, or otherwise incapacitated or helpless.~~

Sec. 12-42. Permits required.

- ~~(a) No agency shall operate an emergency medical services vehicle within city limits unless a permit is first obtained from the city. Agencies permitted pursuant to this article shall comply with all terms and conditions of their permits.~~
- ~~(b) Permits shall be issued in accordance with Code of Virginia, § 32.1-111.14, as amended, by the city manager or their designee, upon such terms and conditions as may be needed to ensure the public health, safety and welfare.~~
- ~~(c) No permit shall be required for (1) any agency acting pursuant to a mutual aid agreement with the city, or any agency while assisting the city during a state of emergency; or (2) any agency in operation within the city on June 28, 1968, that has been in continuing operation up to and including the effective date of this ordinance; or (3) any emergency medical services vehicle operated by the City of Charlottesville.~~

Sec. 12-432. Fees for emergency medical services vehicle transports.

- (a) Reasonable fees shall be charged for services provided by an EMS agency operating an EMS emergency medical services vehicles under this article. The schedule of fees shall be established by resolution of city council.
- (b) In no event shall a person be denied transport for emergency medical services due to their inability to pay.
- (c) The city manager shall establish policies and procedures to implement this section in accordance with applicable law, including payment standards for persons demonstrating economic hardship.

Sec. 12-43. Medical directors.

- (a) There shall be a city operational medical director ("OMD"), who shall be appointed by the fire chief. The OMD shall be responsible for approval of the fire department's medical protocols and advising the fire chief pertaining to the provision of emergency medical services in the city.
- (b) Each component part of the fire department shall have its own OMD(s), who shall be responsible for approval of their respective agency's medical protocols.

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



Agenda Date:	July 15, 2024
Action Required:	Review proposed amendments to the Charlottesville Human Rights Ordinance and consider for adoption following a second reading during the August 5, 2024, Council meeting.
Presenter:	Todd Niemeier, Director of Human Rights
Staff Contacts:	Todd Niemeier, Director of Human Rights
Title:	Proposed amendments to the Charlottesville Human Rights Ordinance - Code of the City of Charlottesville, Chapter 2, Article XV (1 of 2 readings)

Background

Per the Charlottesville Human Rights Ordinance, Code of the City of Charlottesville, Chapter 2, Article XV, Sec. 2-433.(d), it is the role of the Human Rights Commission (HRC) to seek a Fair Employment Practices Agency (FEPA) workshare agreement with the Equal Employment Opportunity Commission (EEOC) and a Fair Housing Assistance Program (FHAP) workshare agreement with the Department of Housing and Urban Development (HUD) to conduct investigations of employment and housing discrimination on their behalf, and enter into such agreement(s) subject to approval of City Council upon a finding that the agreement(s) would be in the best interest of the City.

Discussion

The purpose of these proposed amendments is three-fold:

1. To meet the requirements to enter a FHAP workshare with the HUD Fair Housing Office.
2. To make the sections relating to the roles and responsibilities of the Human Rights Commission (HRC) more understandable and straightforward to implement.
3. To update key components of the investigation process to reflect what we have learned from experience in the Office of Human Rights (OHR).

The included presentation summarizes the major changes to the ordinance generally and section by section. The attached ordinance includes all the detailed changes with proposed new content underlined and content suggested for removal stricken through.

Alignment with City Council's Vision and Strategic Plan

The HRC and OHR are tasked with addressing unlawful discrimination at both the individual and systemic level. By working to dismantle unlawful discrimination, the HRC and OHR help to ensure

that opportunities in employment, housing, public accommodation, credit, and private education are available to all, thereby promoting equity and an excellent quality of life in our community and helping to make Charlottesville a place where everyone thrives.

The HRC and OHR's work aligns with the following goals and objectives in the strategic plan adopted on September 5, 2023:

- Economic Prosperity
- Housing
- Organizational Excellence
- Partnerships
- Public Safety

Community Engagement

The proposed ordinance amendments were presented and discussed during the Human Rights Commission's regular meetings on May 16 and June 20, 2024. The Commission held a special meeting on June 27, 2024, to vote to adopt the proposed amendments for recommendation to City Council. All meetings were publicly noticed, the meetings were open to the public with two opportunities for public comment at each, and the agenda packets were posted on the City website and remain available to the public.

Budgetary Impact

The proposed amendments to the Charlottesville Human Rights Ordinance create no immediate budgetary impacts within fiscal year 2025. Should fair housing investigation caseloads increase over time beyond current staff capacity, the OHR may request additional personnel.

Recommendation

Staff recommends that Council continue to support and fully fund the HRC and OHR to fulfill the obligations set forth in the Charlottesville Human Rights Ordinance.

Alternatives

Continued support of the HRC and OHR is required to fulfill the obligations set forth in the Charlottesville Human Rights Ordinance.

Attachments

1. 20240627 CRHO - coded
2. 20240715 CHRO Presentation

Green = preexisting text for suggested movement to this location from another.

~~Green~~ = preexisting text suggested for removal from this location.

Blue = suggested new text.

~~Red~~ = preexisting text suggested for removal

Orange = suggested grammatical or formatting correction

**AN ORDINANCE
AMENDING AND REENACTING CHAPTER 2 (ADMINISTRATION) OF THE
CODE OF THE CITY OF CHARLOTTESVILLE (1990), AS AMENDED,
ARTICLE XV (HUMAN RIGHTS) TO UPDATE THE ORDINANCE TO EXPAND
THE COMMISSION’S DUTIES AS AUTHORIZED BY THE VIRGINIA HUMAN
RIGHTS ACT (VIRGINIA CODE TITLE 2.2, CHAPTER 39), THE VIRGINIA
FAIR HOUSING LAW (VIRGINIA CODE TITLE 36, CHAPTER 5.1), and
VIRGINIA CODE, TITLE 15.2, CHAPTER 9, §15.2-965, AS AMENDED.**

WHEREAS, by recorded vote, the Human Rights Commission initiated certain amendments to the text of the City’s Human Rights Ordinance, Sections 2-430; 2-431; 2-431.1; 2-431.2; 2-431.3; 2-432; 2-433; 2-433; 2-435; 2-436; Sec. 2-437.1; 2-437.2; 2-437.3; 2-438; 2-439.1; 2-439.2; and 2-440 (“Proposed Text Amendments”); and

WHEREAS, a public meeting was held to discuss and receive comments on the Proposed Text Amendments on June 18, August 20, and September 17, 2020 and the proposed amendments were presented to, discussed and approved at the October 15, 2020 public meeting of the Human Rights Commission for recommendation to Charlottesville City Council; and

WHEREAS, after consideration of the Human Rights Commission recommendations and other factors within the City, this Council is of the opinion that that the Proposed Text Amendment has been designed to comply with the Virginia Human Rights Act (Virginia Code Title 2.2, Chapter 39), the Virginia Fair Housing Law (Virginia code Title 36, Chapter 5.1), and Virginia Code, Title 15.2, Chapter 9, §15.2-965 of the Code of Virginia (1950), as amended, and this Council hereby finds and determines that: (i) the public necessity, convenience, and general welfare require the Proposed Text Amendment, and (ii) the Proposed Text Amendment is consistent with the Council’s vision of the City as a leader in social justice; now, therefore,

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia that: Sections 2-430; 2-431; 2-431.1; 2-431.2; 2-431.3; 2-432; 2-433; 2-433; 2-435; 2-436; Sec. 2-437.1; 2-437.2; 2-437.3; 2-438; 2-439.1; 2-439.2; and 2-440 of the Code of the City of Charlottesville (1990), as amended, is hereby amended and reenacted as follows:

Article XV. Human Rights

<u>Sec. 2-430.1.</u>	<u>Short title.</u>
<u>Sec. 2-430.2.</u>	<u>Definitions.</u>
<u>Sec. 2-431.</u>	<u>Unlawful discrimination prohibited.</u>
<u>Sec. 2-431.1.</u>	<u>Unlawful employment discrimination prohibited.</u>
<u>Sec. 2-431.2.</u>	<u>Unlawful housing discrimination prohibited.</u>
<u>Sec. 2-431.3.</u>	<u>Unlawful public accommodation, credit, and private education discrimination prohibited.</u>
<u>Sec. 2-432.</u>	<u>Human Rights Commission.</u>
<u>Sec. 2-433.</u>	<u>Role of the Human Rights Commission.</u>
<u>Sec. 2-434.</u>	<u>Office of Human Rights.</u>
<u>Sec. 2-435.</u>	<u>Role of the Office of Human Rights.</u>
<u>Sec. 2-436.</u>	<u>Reserved.</u>
<u>Sec. 2-437.1.</u>	<u>Investigation of individual employment discrimination complaints and issuance of findings.</u>
<u>Sec. 2-437.2.</u>	<u>Investigation of individual housing discrimination complaints and issuance of findings.</u>
<u>Sec. 2-437.3.</u>	<u>Investigation of individual public accommodation, credit, or private education discrimination complaints and issuance of findings.</u>
<u>Sec. 2-438.</u>	<u>Interference, coercion, intimidation, or retaliation prohibited.</u>
<u>Sec. 2-439.1.</u>	<u>Enforcement authority – The role of the Commission regarding individual complaints of discrimination.</u>
<u>Sec. 2-439.2.</u>	<u>Enforcement authority – The role of the Commission regarding Court enforcement of individual complaints of employment, public accommodation, credit, or private education discrimination.</u>
<u>Sec. 2-440.</u>	<u>Confidentiality.</u>
<u>Sec. 2-441.</u>	<u>Severability.</u>
<u>Sec. 2-442.</u>	<u>Reserved.</u>
<u>Sec. 2-443.</u>	<u>Reserved.</u>

Sec. 2-430.1. Short title.

This Article shall be known and referred to as the Charlottesville Human Rights Ordinance.

Sec. 2-430.2. Definitions.

- (a) Terms used in this ordinance to describe prohibited discrimination in employment shall have the meanings as ascribed to them under Virginia Human Rights Act. Va. Code §§ 2.2-3900-3909., Va. Code § 15.2-965 as it relates to “Gender identity” “Military status” “Religion” and “Sexual orientation, and [42 U.S.C. §§ 1981-2000h-6](#). ~~U.S. Code §§ 1981-2000h-6~~, as amended.
- (b) Terms used in this ordinance to describe prohibited discrimination in housing shall have the meanings as ascribed to them under the Virginia Human Rights Act, Va. Code §§ 2.2-3900-3909., Va. Code § 15.2-965 as it relates to “Gender identity” “Military status” “Religion” “Sexual orientation”, [and](#) Virginia Fair Housing Law, Va. Code § 36-96.1:1., and 42 USCS § 3602, as amended.
- (c) Terms used in this ordinance to describe prohibited discrimination in public accommodations, credit, and private education shall have the meanings as ascribed to them under the Virginia Human Rights Act., Va. Code §§ 2.2-3900-3909. and Va. Code § 15.2-965. as it relates to “Gender identity” “Military status” “Religion” and “Sexual orientation, and for public accommodation under 42 USCS § 2000a., as amended.
- (d) [The term “inquiry” as used in this ordinance shall mean an incoming contact requesting services provided to an individual by the Office of Human Rights and/or an individual allegation of discrimination that falls outside the jurisdiction of the Human Rights Commission and Office of Human Rights, as defined by this ordinance.](#)
- (e) [The term “complaint” as used in this ordinance shall mean a timely filing of a jurisdictional allegation of unlawful discrimination, as defined by this ordinance and as authorized for filing by the Director of the Human Rights Commission.](#)
- (f) [The phrase “alternative dispute resolution” as used in this ordinance shall mean an attempt to resolve a complaint through informal dialogue, mediation, or conciliation.](#)

Sec. 2-431. Unlawful discrimination prohibited generally.

Pursuant to Va. Code Ann. § 2.2-3900. and § 15.2-965., it is the policy of the City of Charlottesville to:

- a) Safeguard all individuals within the City from unlawful discrimination in employment, housing, public accommodation, private education, and credit.
- b) Preserve the public safety, health, and general welfare for the City of Charlottesville;
- c) Further the interests, rights, and privileges of individuals within the City; and
- d) Protect citizens of the City against unfounded charges of unlawful discrimination.

Sec. 2-431.1. Unlawful employment discrimination prohibited.

It shall be unlawful and a violation of this ordinance for any person, partnership, corporation or other entity to engage in discrimination in employment on the basis of race, color, religion, national

origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, ~~status as a veteran~~ military status, or disability. The prohibited actions in this section shall include and have the meanings ascribed to them in Virginia Human Rights Act, Va. Code §§ 2.2-3900-3909., Va. Code § 15.2-965 and 42 U.S.C. §§ 1981-2000h-6. ~~U.S. Code §§ 1981-2000h-6~~, as amended.

Sec. 2-431.2. Unlawful housing discrimination prohibited.

In accordance with 42 U.S. Code § 3604, 42 U.S. Code § 3605, and 42 U.S. Code § 3606, it shall be unlawful and a violation of this article for any person, partnership, corporation or other entity:

- (a) To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, national origin, sex, elderliness, familial status, source of funds, marital status, sexual orientation, gender identity, ~~status as a veteran~~ military status, or disability.
- (b) To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, national origin, sex, elderliness, familial status, source of funds, marital status, sexual orientation, gender identity, ~~status as a veteran~~ military status, or disability.
- (c) To make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based race, color, religion, national origin, sex, elderliness, familial status, source of funds, marital status, sexual orientation, gender identity, ~~status as a veteran~~ military status, or disability, or an intention to make any such preference, limitation, or discrimination.
- (d) To represent to any person because of race, color, religion, national origin, sex, elderliness, familial status, source of funds, marital status, sexual orientation, gender identity, ~~status as a veteran~~ military status, or disability, that any dwelling is not available for inspection, sale, or rental when such dwelling is in fact so available.
- (e) For profit, to induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, color, religion, national origin, sex, elderliness, familial status, source of funds, marital status, sexual orientation, gender identity, ~~status as a veteran~~ military status, or disability.
- (f) Furthermore, it shall be unlawful and a violation of this article for any person, partnership, corporation or other entity:
 - (1) To discriminate in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a disability of the following:
 - (A) that buyer or renter;
 - (B) a person residing in or intending to reside in that dwelling after it is so sold, rented, or made available; or
 - (C) any person associated with that buyer or renter.
 - (2) To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a disability of:

- (A) that person; or
 - (B) a person residing in or intending to reside in that dwelling after it is so sold, rented, or made available; or
 - (C) any person associated with that person.
- (3) For purposes of this subsection, discrimination includes:
- (A) a refusal to permit, at the expense of the person with a disability, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises except that, in the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted.
 - (B) a refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling; or
 - (C) in connection with the design and construction of covered multifamily dwellings for a failure to design and construct those dwellings in such a manner that:
 - (i) the public use and common use portions of such dwellings are readily accessible to and usable by people with disabilities;
 - (ii) all the doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by people with disabilities requiring the use of wheelchairs; and
 - (iii) all premises within such dwellings contain the following features of adaptive design:
 - (I) an accessible route into and through the dwelling;
 - (II) light switches, electrical outlets, thermostats, and other environmental controls in accessible locations;
 - (III) reinforcements in bathroom walls to allow later installation of grab bars; and
 - (IV) usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space.
- (4) Compliance with the appropriate requirements of the American National Standard for buildings and facilities providing accessibility and usability for physically handicapped people (commonly cited as “ANSI A117.1”) suffices to satisfy the requirements of Sec. 2-431.2.(3).(C).(iii).
- (A) As used in this subsection, the term “covered multifamily dwellings” means: buildings consisting of 4 or more units if such buildings have one or more elevators; and
 - (B) ground floor units in other buildings consisting of 4 or more units.
- (5) Nothing in this ordinance shall be construed to invalidate or limit any state or federal law or City ordinance that requires dwellings to be designed and constructed in a manner that affords people with disabilities greater access than is required by this subchapter.

- (6) Nothing in this ordinance requires that a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.
- (7) In general, it shall be unlawful for any person or other entity whose business includes engaging in residential real estate-related transactions to discriminate against any person in making available such a transaction, or in the terms or conditions of such a transaction, because of race, color, religion, national origin, sex, elderliness, familial status, source of funds, marital status, sexual orientation, gender identity, ~~status as a veteran~~ military status, or disability.
- (8) As used in this section, the term “residential real estate-related transaction” means any of the following:
 - (A) The making or purchasing of loans or providing other financial assistance:
 - (i) for purchasing, constructing, improving, repairing, or maintaining a dwelling; or
 - (ii) secured by residential real estate.
 - (B) The selling, brokering, or appraising of residential real property.
- (9) Nothing in this section prohibits a person engaged in the business of furnishing appraisals of real property to take into consideration factors other than race, color, religion, national origin, sex, elderliness, familial status, source of funds, marital status, sexual orientation, gender identity, ~~status as a veteran~~ military status, or disability.
- (g) It shall be unlawful to deny any person access to or membership or participation in any multiple-listing service, real estate brokers’ organization or other service, organization, or facility relating to the business of selling or renting dwellings, or to discriminate against an individual in the terms or conditions of such access, membership, or participation, on account of race, color, religion, national origin, sex, elderliness, familial status, source of funds, marital status, sexual orientation, gender identity, ~~status as a veteran~~ military status, or disability.

Sec. 2-431.3. Unlawful public accommodation, credit, and private education discrimination prohibited.

It shall be unlawful and a violation of this article for any person, partnership, corporation or other entity to engage in discrimination in public accommodations, credit, and private education on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, ~~status as a veteran~~ military status, or disability. The prohibited actions in this section shall include and have the meanings ascribed to them in Virginia Human Rights Act, Va. Code §§ 2.2-3900-3909., Va. Code § 15.2-965 as it relates to “Gender identity” “Military status” “Religion” “Sexual orientation”, and 42 U.S.C. §§ 1981-2000h-6. ~~U.S. Code §§ 1981-2000h-6~~., as amended.

Sec. 2-432. Human Rights Commission.

- (a) There is hereby created in the City of Charlottesville a Human Rights Commission, the members of which shall be appointed by the City Council. Effective March 1, 2022, the appointed membership of the Commission shall consist of nine (9) members. The Commission membership shall be broadly representative of the City’s demographic composition, with consideration of racial, gender (including gender identity, transgender

status, and sexual orientation), religious, ethnic, disabled, socio-economic, geographic neighborhood and age groups; with priority given to City residents, and to applicants with significant and demonstrable ties to the City. At least two members will have professional expertise in employment or housing discrimination, have personal experience with employment or housing discrimination, or identify as a member of a group that experiences discrimination. Of the members first appointed, at least three shall be appointed for terms of three years, at least three shall be appointed for terms of two years, and at least three shall be appointed for terms of one year. Thereafter members shall be appointed for terms of three years each. Any vacancy shall be filled by the City Council for the unexpired portion of a term. Following notice to the member, any member of the Commission may be removed for good cause by a majority vote of City Council.

- (b) The Commission shall elect from its members a chair, a vice-chair, and such other officers as the Commission may deem appropriate.
- (c) Members of the Commission shall serve without compensation, but funds may be appropriated in the City's annual budget for reasonable and necessary expenses to be incurred by Commission in the conduct of its prescribed functions.
- (d) All meetings of the Commission shall be advertised in advance and in the manner required by law and shall be open to the public except for meetings lawfully closed pursuant to the Virginia Freedom of Information Act. The Commission may adopt bylaws and procedures to govern the conduct of its meetings; provided, however, that at the beginning and at the end of each of its public meetings the Commission will receive public comment in accordance with City Council's adopted "Rules for Public Participation."
- (e) The Commission may, in its discretion, delegate any of its duties or responsibilities hereunder to a panel of not less than three Commissioners.
- (f) There shall be a full-time Director of the Commission, who shall be appointed by the City Manager with the advice and consent of the Commission and who shall serve full time in that capacity. A candidate proposed for appointment as the Director must demonstrate significant prior professional experience performing one or more of the activities or roles described in the code of the City of Charlottesville, Chapter 2, Article XV. The Director ~~will~~ shall be responsible for and report to the Commission on the day-to-day operational conduct of the Human Rights Commission. The Director shall report directly to the Deputy City Manager for Social Equity ~~Racial Equity, Diversity, and Inclusion~~ for administrative and fiscal matters. The City Manager shall delegate to the Director the authority to employ such additional staff as authorized and funded by the City Council, ~~in order for~~ to allow the Commission to fulfill effectively its obligations under this Ordinance. In the absence of a Director, the City Manager shall transfer the Director's duties to qualified professional staff within the City to ensure the continuity of services provided by the Human Rights Commission and Office of Human Rights.
- (g) The City Council shall establish policies and procedures for the performance by the Commission of the roles, duties and responsibilities set forth within this article ("operating procedures"). All City departments, boards and commissions shall cooperate with and assist the Commission, including the provision of information in response to reasonable requests from the Commission.
- (h) Legal counsel shall be provided to the Commission and its staff through the Office of the City Attorney. The City Council hereby authorizes retention of outside counsel where

deemed appropriate upon recommendation of the City Attorney.

- (i) The Commission shall make quarterly reports to the City Council concerning the operation of the Commission and the status of the Commission's performance of the duties, responsibilities and roles set forth within this article. One of the required quarterly reports shall be an annual report. The schedule for submission of these reports, and the required contents of the reports, shall be as specified within the Commission's operating procedures.

Sec. 2-433. Role of the Human Rights Commission.

The role of the Human Rights Commission, with support from the Office of Human Rights, is to act as a strong advocate for justice and equal opportunity by providing citywide leadership and guidance in the area of civil rights. The Commission will:

- (a) Assist individuals who believe they are the victim of an act of unlawful discrimination within the jurisdiction of the City;
- (b) Collaborate with the public and private sectors to provide ~~for the purpose of providing~~ awareness, education and guidance on methods to prevent and eliminate discrimination citywide;
 - (1) The Commission ~~will~~ shall serve as a forum for the discussion of human rights issues and be responsible for conducting ongoing efforts to engage community members in an open, honest, and creative dialogue regarding issues of equity and opportunity, including but not limited to issues considered by the City's Dialogue on Race initiative.
 - (2) The Commission ~~will~~ shall conduct or engage in educational and informational programs for the promotion of mutual understanding, reconciliation, and respect between all classes of individuals protected by this ordinance and the larger Charlottesville community.
- (c) Identify and review systemic issues, policies, and practices, of the City of Charlottesville and its boards, ~~and~~ commissions, and other public agencies within the City and advise those bodies on issues related to human rights;
 - (1) ~~The Commission will be responsible for identifying and reviewing~~ Such policies, practices, and systems may include those of an institutional nature that:
 - (i) May be unlawful discriminatory practices; or,
 - (ii) May not constitute unlawful discriminatory practices but nevertheless produce disparities that adversely impact individuals in accordance with the protected classes identified within this ordinance.
 - (2) Any review undertaken pursuant to this section may be initiated at the request of any other public or private entity, or by the Commission on its own initiative.
 - (3) The Commission may conduct its own research and review of existing studies and literature, collaborate with other research organizations, organize public focus groups, and hold such hearings as may be necessary to identify policies, practices and systems as referenced ~~in (a),~~ above. For each such identified policy, practice or system, the goal of the Commission will be to formulate recommendations and to propose to City Council concrete, actionable reforms

that will eliminate discriminatory practices or the adverse effects of lawful other practices. ~~On and after July 1, 2021, the Commission will conduct at least one such research project or review every two years. The Commission will report the status of its ongoing project(s) or review(s) to City Council within its quarterly and annual reports.~~

- (d) Seek a Fair Employment Practices Agency (FEPA) workshare agreement with the Equal Employment Opportunity Commission (EEOC) and a Fair Housing Assistance Program (FHAP) workshare agreement with the Department of Housing and Urban Development (HUD) to conduct investigations of employment and housing discrimination on their behalf and enter into such agreement(s) subject to approval of City Council upon a finding that the agreement(s) would be in the best interest of the City;
- (e) Make recommendations regarding the City's annual legislative program, with an emphasis on enabling legislation that may be needed to implement programs and policies that will address discrimination; and
- (f) Prepare policy or procedure recommendations to City Council which the Commission believes are necessary for the performance of the roles, duties, and responsibilities assigned to the Commission within this article, and for modifications of operating procedures approved by City Council.

~~Sec. 2-434. Duties and responsibilities—Community dialogue and engagement.~~

- ~~(a) The Commission will serve as a forum for the discussion of human rights issues, and be responsible for conducting ongoing efforts to engage community members in an open, honest and creative dialogue regarding issues of equity and opportunity, including but not limited to issues considered by the City's Dialogue on Race initiative.~~
- ~~(b) The Commission will conduct or engage in educational and informational programs for the promotion of mutual understanding, reconciliation, and respect between all classes of individuals protected by this ordinance and the larger Charlottesville community.~~

~~Sec. 2-435. Duties and responsibilities—Systemic issues.~~

- ~~(a) The Commission will be responsible for identifying and reviewing policies, practices, and systems of an institutional nature that:
 - ~~(1) May be unlawful discriminatory practices; or,~~
 - ~~(2) May not constitute unlawful discriminatory practices but nevertheless produce disparities that adversely impact individuals in accordance with the protected classes identified within this ordinance.~~~~
- ~~(b) Any review undertaken pursuant to this section may be initiated at the request of any other public or private entity, or by the Commission on its own initiative.~~
- ~~(c) The Commission may conduct its own research and review of existing studies and literature, collaborate with other research organizations, organize public focus groups and hold such hearings as may be necessary to identify policies, practices and systems as referenced in (a), above. For each such identified policy, practice or system, the goal of the Commission will be to formulate recommendations and to propose to City Council concrete, actionable reforms that will eliminate discriminatory practices or the adverse effects of lawful other~~

~~practices. On and after July 1, 2021, the Commission will conduct at least one such research project or review every two years. The Commission will report the status of its ongoing project(s) or review(s) to City Council within its quarterly and annual reports.~~

- ~~(d) Where the Commission, in accordance with subsection (a) herein identifies systemic, discriminatory housing practices, the Commission may upon majority vote of its members, request the Director of the Commission to file a complaint of discrimination in situations where there is no named complainant but factual evidence exists to support a prima facie case of a systemic, discriminatory housing practice. The Director shall follow the complaint and investigation procedures for fair housing complaints under City Code Sec. 2-437.2.~~

Sec. 2-434. Office of Human Rights.

- (a) There is hereby created in the City of Charlottesville an Office of Human Rights, which is a division of the City Manager's Office.
- (b) The Director of the Human Rights Commission will be responsible for, and report to the Commission on, the day-to-day operational conduct of the Office of Human Rights.
- (c) The Director may hire additional staff, as approved by the City Manager and funded by City Council, to fulfill the roles designated within this ordinance. Such staff shall report to the Director.
- ~~(d) The role of the Office of Human Rights is to:~~
- ~~(1) Provide administrative support to the Human Rights Commission;~~
 - ~~(2) Receive, attempt to conciliate or investigate and issue findings on individual complaints of discrimination within the jurisdiction of the City of Charlottesville;~~
 - ~~(A) Provide referrals to appropriate services for inquiries that do not involve a jurisdictional complaint of discrimination.~~
 - ~~(3) Conduct community outreach related to human rights. Such outreach may include:~~
 - ~~(A) Providing information to the public regarding the services provided by the Office of Human Rights and the Human Rights Commission;~~
 - ~~(B) Hosting or participating in educational events for the purpose of raising public awareness around human rights issues;~~
 - ~~(C) Facilitating, leading, or participating in collaborative meetings and events with community partners for the purpose of addressing human rights issues.~~

Sec. 2-435. Role of the Office of Human Rights.

The role of the Office of Human Rights is to:

- (a) Provide administrative support to the Human Rights Commission;
- (b) Receive individual complaints of discrimination within the jurisdiction of the City of Charlottesville, and attempt to ~~conciliate~~ resolve such complaints through alternative dispute resolution; or by investigating ~~investigate~~, and ~~issue~~ issuing findings on whether there is reasonable cause to believe a violation of this ordinance has occurred ~~individual complaints of discrimination within the jurisdiction of the City of Charlottesville~~;
- (1) Provide referrals to appropriate services for inquiries that do not involve a

jurisdictional complaint of discrimination.

(c) Conduct community outreach related to human rights. Such outreach may include:

- (1) Providing information to the public regarding the services provided by the Office of Human Rights and the Human Rights Commission;
- (2) Hosting or participating in educational events for the purpose of raising public awareness around ~~human rights~~ issues of human rights, discrimination, and/or equity;
- (3) Facilitating, leading, or participating in collaborative meetings and events with community partners for the purpose of addressing ~~human rights~~ issues of human rights, discrimination, and/or equity.

Sec. 2-436. Reserved.

Sec. 2-437.1. ~~Duties and responsibilities~~— Investigation of individual employment discrimination complaints and issuance of findings.

(a) Complaints and answers

- (1) The Director shall develop and implement a central intake ~~mechanism~~ procedure to be used by the Office of Human Rights for receiving and processing individual inquiries ~~complaints~~ that allege an unlawful, discriminatory employment practice within the jurisdiction of the City.
- (2) Upon the receipt of such inquiry, the ~~The~~ Director or other designated professional staff shall conduct an initial assessment to determine if the inquiry ~~complaint~~ is jurisdictional and presents a prima facie case of discrimination. The inquiry ~~complaint~~ may be dismissed by the Director without further action if it fails to adequately allege a violation of this ordinance, is non-jurisdictional, or is otherwise deficient on its face.
- (3) ~~Upon the filing of such a discriminatory complaint: If the inquiry ~~complaint~~ is not dismissed, and~~ the Director shall authorize the aggrieved individual to file a formal complaint of discrimination with the Office of Human Rights.
- (4) Upon receiving authorization from the Director to file, aAny person claiming to be aggrieved by an unlawful discriminatory employment practice may file a complaint in writing with the Office of Human Rights not more than 180 calendar days following the alleged discriminatory act. The complaint shall be in such detail as to substantially apprise any party properly concerned as to the time, place, and facts surrounding the alleged unlawful discrimination.
- (5) For complaints alleging an unlawful discriminatory employment practice within the jurisdiction of the City, defined herein as within the corporate limits of the City and as authorized by state and federal statutes, the Director or other designated professional staff are authorized to undertake further action as detailed in Sec. 2-437.1.(b).
- (6) For ~~complaints~~ inquiries alleging an unlawful discriminatory employment practice that falls outside the jurisdiction of the City, the Director or other designated professional staff ~~will refer the complaint to the appropriate state or federal agency~~ shall dismiss the inquiry as non-jurisdictional and inform the aggrieved individual of the option to file with an appropriate state or federal agency.

- (7) If the City of Charlottesville is the named respondent in ~~a complaint~~ an inquiry of employment discrimination received by Office of Human Rights, the Director or other designated professional staff shall dismiss the inquiry as non-jurisdictional and ~~refer the complaint to the appropriate state or federal agency~~ inform the aggrieved individual of the option to file with an appropriate state or federal agency.
- (8) If a current or former City of Charlottesville Human Rights Commissioner is a party to an inquiry of employment discrimination received by the Office of Human Rights, and the case is jurisdictional and presents a prima facie case of discrimination, the Director may authorize the filing of a complaint and attempt to resolve it through alternative dispute resolution, and/or inform the aggrieved individual of the option to file with an appropriate state or federal agency.
- (9) Upon the filing of a formal complaint of discrimination, if the complainant wishes to pursue further action, and further action is authorized by the Director, the Director shall serve a copy notice of the complaint on each respondent named therein. Said copy notice shall be served in a timely manner and specify the allegation, citing the evidence that supports further action, advising the complainant of the time limits and choice of forums under this ordinance, and indicating the action to be taken.
- (A) ~~The Director or other designated professional staff shall conduct an initial assessment to determine if the complaint is jurisdictional and presents a prima facie case of discrimination. The complaint may be dismissed by the Director without further action if it fails to adequately allege a violation of this ordinance, is non-jurisdictional, or is otherwise deficient on its face.~~
- (B) ~~If the complaint is not dismissed, and the complainant wishes to pursue further action, the Director shall serve a copy on each respondent named therein. Said copy shall be served in a timely manner and specify the allegation, citing the evidence that supports further action, and indicating the action to be taken.~~
- (b) ~~Informal dialogue, mediation, and investigation~~ Further action
- (1) Further action for employment discrimination complaints, as authorized by this ordinance, may include informal dialogue mediation, and formal investigation of the complaint, as deemed appropriate by the Director.
- (2) If the Director determines that further action on a complaint is appropriate, during the period beginning with the filing of such complaint and ending with the rendering of a determination or a dismissal by the Director, the Director shall, to the extent feasible, engage in informal dialogue or mediation with respect to such complaint.
- (3) It shall be the responsibility of the aggrieved individual to provide current and updated contact information to the Office of Human Rights from the date of filing through the completion of any further action.
- (4) If, during the process of informal dialogue, mediation or investigation, the complainant does not respond to communication or requests for information from the Investigator for a period of thirty (30) calendar days, the Investigator shall notify the Director. The Director shall serve written notice on the complainant that

the case will be administratively closed if the complainant does not respond within thirty (30) ~~ten (10)~~ calendar days of the date ~~receipt of the~~ written notice is issued.

- (5) The complainant may, following the administrative closure of the case, re-file the complaint at a future date, provided that the complaint is filed within one hundred and eighty (180) calendar days of the alleged discriminatory event detailed in the original complaint.
- (6) If, during the process of informal dialogue, mediation or investigation, the respondent does not respond to communication or requests for information from the Investigator for a period of thirty (30) calendar days, ~~the investigator shall notify the Director. The Director shall~~ may serve written notice on the respondent that the investigation ~~shall~~ may proceed without the requested information and that a determination on the case shall be rendered upon completion of the investigation.

(c) Alternative dispute resolution

- (1) The Director shall propose an initial meeting between the parties for the purpose of exploring a ~~alternative dispute~~ resolution of the complaint through ~~voluntary mediation or other informal means~~ voluntary informal dialogue or mediation.
 - (A) For the purposes of this section, informal dialogue shall refer to a voluntary meeting between the complainant and respondent to explore resolution that does not result in a written settlement agreement.
 - (B) For the purposes of this section, mediation shall refer to a facilitated dialogue resulting in a written settlement agreement between the respondent and complainant.
- (2) Nothing herein shall be interpreted as requiring any party to participate in informal dialogue, mediation, or any other resolution efforts.
- (3) Materials used and communications made during informal dialogue or mediation concerning a complaint of unlawful discrimination shall be confidential and shall not be disclosed to the public by the Director, the Commission, or Office of Human Rights staff unless disclosure is authorized in writing by all parties to the dispute.
- (4) If informal dialogue is concluded, the complaint ~~will~~ shall be considered resolved upon the complainant's written or verbal withdrawal of the complaint.
- (5) If the mediation is concluded to the satisfaction of both parties, the complaint ~~will~~ shall be considered resolved upon the parties' execution of a written settlement agreement. Unless all parties agree otherwise, the execution of a written agreement is solely for the purpose of settling a disputed claim and does not constitute an admission by any party that the law or this ordinance has been violated. No further action on the initial complaint ~~will~~ shall be taken by the Commission or the Office of Human Rights staff once the agreement is executed.
- (6) If informal dialogue or mediation is not successful, and the complainant wishes to pursue further action, the Director or designee may conduct a formal investigation.
- (7) If further investigation is not warranted, the Director may dismiss the complaint as

not constituting a violation and promptly serve written notice of the dismissal on the complainant and respondent.

(d) Investigation

- (1) If the Director determines that a formal investigation into the complaint is warranted, the Director shall assign an Investigator to make an investigation of the alleged discriminatory practice for the purpose of rendering a written determination as to whether there is reasonable cause to believe a violation of this ordinance occurred, and the facts supporting such determination.
- (2) The Investigator shall complete such investigation within one hundred and eighty (180) calendar days after the filing of the complaint unless it is impracticable to do so. If the Investigator is unable to complete the investigation within one hundred and eighty (180) calendar days after the filing of the complaint, the Director shall notify the complainant and respondent in writing of the reasons for not doing so.
- (3) ~~If, during the process of informal dialogue, mediation or investigation, the complainant does not respond to communication or requests for information from the Investigator for a period of thirty (30) calendar days, the Investigator shall notify the Director. The Director shall serve written notice on the complainant that the case will be administratively closed if the complainant does not respond within ten (10) calendar days of the receipt of the written notice.~~
- (4) ~~The complainant may, following the administrative closure of the case, re-file the complaint at a future date, provided that the complaint is filed within one hundred and eighty (180) calendar days of the alleged discriminatory event detailed in the original complaint.~~
- (5) ~~If, during the process of informal dialogue, mediation or investigation, the respondent does not respond to communication or requests for information from the Investigator for a period of thirty (30) calendar days, the investigator shall notify the Director. The Director shall serve written notice on the respondent that the investigation shall proceed without the requested information and that a determination on the case shall be rendered upon completion of the investigation.~~
- (6) Statements received by the Investigator from the complainant, respondents, and witnesses as part of a formal investigation shall be under oath or affirmation and may be reasonably and fairly amended at any time.
- (7) ~~Upon the conclusion of the formal investigation, the Investigator shall prepare an investigative report for submission to the Director.~~
- (8) When conducting an investigation of a complaint filed under this ordinance, the Investigator shall have the right to interview any person who may have any information which may further its investigation and to request production of any records or documents for inspection and copying in the possession of any person which may further the investigation. Such persons shall be interviewed under oath. The Director or its designated subordinates shall have the authority to collect, inspect and copy records under this ordinance.
- (9) If during an investigation any person refuses to comply with a request by the Director or Office staff to produce data, information, documents, other tangible

evidence or refuses to appear as a witness for the gathering of evidence necessary to determine whether a violation of this ordinance has occurred, the Director, after a good faith effort to obtain such evidence or attendance of witnesses, may request the City Attorney to petition a court of appropriate jurisdiction for a subpoena against any such person refusing to produce such evidence or refusing to appear as a witness, and such court may, upon good cause shown, cause the subpoena to be issued.

- (A) For purposes of this section, “person” includes any individual, partnership, corporation, association, legal representative, mutual company, joint stock company, trust, unincorporated organization, employee, employer, employment agency, labor organization, joint labor-management committee, or an agent thereof.
 - (B) Neither the Commission nor the Office shall have the power itself to issue subpoenas under this article.
 - (C) Neither the complainant nor the respondent shall have the right to demand that a subpoena be issued.
 - (D) Any witness subpoena issued under this Section shall include a statement that any statements made will be under oath and that the respondent or other witness is entitled to be represented by an attorney.
 - (E) Any person failing to comply with a subpoena issued under this Section shall be subject to punishment for contempt by the court issuing the subpoena. Any person so subpoenaed may petition the court to quash the subpoena.
- (10) Upon the conclusion of the formal investigation, the Investigator shall prepare an investigative report for submission to the Director.

(e) Reasonable cause determination and effect

- (1) Upon completion of a formal investigation and submission of the investigative report, the Director shall render a written determination of whether there is reasonable cause to believe a violation of this ordinance has been committed and the facts supporting such determination. The written determination shall promptly be served on the parties.
- (2) If the Director determines that there is reasonable cause to believe that a violation of this ordinance has been committed, the Director shall immediately endeavor to eliminate any alleged unlawful discriminatory practice through informal dialogue or mediation.
- (3) If the complaint cannot be resolved through informal dialogue or mediation, the Director shall proceed with the preparation of materials for consideration by the Commission for the purpose of holding a vote on whether to conduct a public hearing on the complaint.
- (4) Such materials shall include a copy of the written determination with the names and identifying information of the complainant, respondent, respondent’s agents,

and any witnesses redacted.

- (5) Upon request by the Commission, the Director shall provide a copy of the full investigative report with the names and identifying information of the complainant, respondent, respondent's agents, and any witnesses redacted.
- (6) If the Director determines that there is insufficient reasonable cause to believe a violation of this ordinance has been committed, the Director shall dismiss the complaint and advise the complainant in writing that such dismissal shall become final unless, within ten (10) calendar days of receipt of the notice of dismissal, the complainant files with the Commission a request for a review of the determination of the Director.

(f) Contracted services

- (1) In order to fulfill the requirements of this section, the City Manager or their designee is authorized to contract on behalf of the City with any objective, neutral third party qualified to assess allegations of discrimination under this section, for the purpose of receiving complaints, conducting investigations, rendering written determinations of whether there is reasonable cause to believe a violation of this ordinance has occurred, conducting informal dialogues or mediations of complaints and advising the Director of the Commission of the results of any investigation, informal dialogue or mediation of complaints.

Sec. 2-437.2. ~~Duties and responsibilities~~ Investigation of individual housing discrimination complaints and issuance of findings.

(a) Complaints and Answers (in accordance with 42 U.S. Code § 3610 and 24 C.F.R. § 115.204)

- (1) The Director shall develop and implement a central intake procedure to be used by the Office of Human Rights for receiving and processing individual inquiries that allege an unlawful, discriminatory housing practice within the jurisdiction of the City.
- (2) Upon the receipt of such inquiry, the Director or other designated professional staff shall conduct an initial assessment to determine if the inquiry is jurisdictional and presents a prima facie case of discrimination. The inquiry may be dismissed by the Director without further action if it fails to adequately allege a violation of this ordinance, is non-jurisdictional, or is otherwise deficient on its face.
- (3) If the inquiry is not dismissed, the Director shall authorize the aggrieved individual to file a formal complaint of discrimination with the Office of Human Rights.
- (4) Upon receiving authorization from the Director to file, any person claiming to be aggrieved by an unlawful discriminatory housing practice may file a complaint in writing with the Office of Human Rights not more than one year (365 calendar days) following the alleged discriminatory act. The complaint shall be in such detail as to substantially apprise any party properly concerned as to the time, place, and facts surrounding the alleged unlawful discrimination.
- (5) ~~An aggrieved person may, not later than one year (365 calendar days) after an alleged discriminatory housing practice has occurred, file a written complaint with the Office of Human Rights alleging such discriminatory housing practice.~~
- (6) ~~Such complaints shall be in writing and shall contain such information and be in such~~

~~form as the Director requires.~~

- (7) ~~Upon a majority vote of its members, the Human Rights Commission in accordance with City Code Sec. 2-437.2 subsection (a) may request the Director of the Commission to file a complaint of an identified systemic, discriminatory housing practice despite there being no named complainant, but factual evidence exists to support a prima facie case of practice to have occurred. The Director shall follow the complaint and investigation procedures for fair housing complaints under this section.~~
- (8) The Director may also investigate housing practices to determine whether a complaint should be brought under this section.
- (9) If the City of Charlottesville is the named respondent in ~~a complaint~~ an inquiry of housing discrimination received by Office of Human Rights, the Director shall ~~refer the complaint to the appropriate state or federal agency~~ dismiss the inquiry as non-jurisdictional and inform the aggrieved individual of the option to file with an appropriate state or federal agency.
- (10) If a current or former City of Charlottesville Human Rights Commissioner is a party to an inquiry of housing discrimination received by the Office of Human Rights, and the case is jurisdictional and presents a prima facie case of discrimination, the Director may authorize the filing of a complaint and attempt to resolve it through alternative dispute resolution, and/or inform the aggrieved individual of the option to file with an appropriate state or federal agency.
- (11) Upon the filing of such a complaint,
 - (A) If the complaint is not dismissed, the complainant wishes to pursue further action, and further action is authorized by the Director, the Director shall serve notice upon the aggrieved person acknowledging such filing and advising the aggrieved person of the time limits and choice of forums provided under this ordinance.;
 - (B) ~~¶~~The Director shall, not later than ten (10) calendar days after such filing or the identification of an additional respondent under section 2-437.2(a)(10), serve on the respondent a notice identifying the alleged discriminatory housing practice and advising such respondent of the procedural rights and obligations of respondents under this ordinance, together with a copy of the original complaint.;
 - (C) ~~e~~Each respondent may file, not later than ten (10) calendar days after receipt of notice from the Director, an answer to such complaint.;~~and~~
 - (D) ~~The Director shall make an investigation of the alleged discriminatory housing practice and complete such investigation within one hundred (100) calendar days after the filing of the complaint, unless it is impracticable to do so.~~
- (12) ~~If the Director is unable to complete the investigation within one hundred (100) calendar days after the filing of the complaint, the Director shall notify the complainant and respondent in writing of the reasons for not doing so.~~
- (13) Complaints and answers shall be under oath or affirmation and may be reasonably and fairly amended at any time.

- (14) A person who is not named as a respondent in a complaint, but who is identified as a respondent in the course of investigation, may be joined as an additional or substitute respondent upon written notice, ~~under Sec. 2-437.2(a)(7)(C);~~ to such person, from the Director. Such notice, in addition to meeting the requirements of Sec. 2-437.2(a)(4) shall explain the basis for the Director's belief that the person to whom the notice is addressed is properly joined as a respondent.
- (15) ~~Such notice, in addition to meeting the requirements of Sec. 2-437.2(a)(4) shall explain the basis for the Director's belief that the person to whom the notice is addressed is properly joined as a respondent.~~

(b) Further action

- (1) Further action for housing discrimination complaints, as authorized by this ordinance, may include informal dialogue, mediation, conciliation, and formal investigation of the complaint, as deemed appropriate by the Director.
- (2) It shall be the responsibility of the aggrieved individual to provide current and updated contact information to the Office of Human Rights from the date of filing through the completion of any further action.
- (3) If, during the process of informal dialogue, mediation, conciliation, or investigation, the complainant does not respond to communication or requests for information from the Investigator for a period of thirty (30) calendar days, the Director shall serve written notice on the complainant that the case will be administratively closed if the complainant does not respond within thirty (30) calendar days of the date the written notice is issued.
- (4) The complainant may, following the administrative closure of the case, re-file the complaint at a future date, provided that the complaint is filed within three hundred sixty-five (365) calendar days of the alleged discriminatory event detailed in the original complaint.
- (5) If, during the process of informal dialogue, mediation, conciliation, or investigation, the respondent does not respond to communication or requests for information from the Investigator for a period of thirty (30) calendar days, the Director may serve written notice on the respondent that the investigation may proceed without the requested information and that a determination on the case shall be rendered upon completion of the investigation.
- (c) ~~Investigation, mediation, or conciliation~~ Alternative dispute resolution (in accordance with 42 U.S. Code § 3610 and 24 C.F.R. §115.204)
- (1) If the Director determines that further action on a complaint is appropriate, ~~D~~during the period beginning with the filing of such complaint and ending with the filing of a charge or a dismissal by the Director, the Director shall, to the extent feasible, engage in informal dialogue, mediation, or conciliation with respect to such complaint.
- (A) For the purposes of this section, informal dialogue shall refer to a voluntary meeting between the complainant and respondent to explore resolution that does not result in a written settlement agreement.
- (B) For the purposes of this section, mediation shall refer to a facilitated dialogue resulting in a written settlement agreement between the respondent and

complainant.

- (C) For the purposes of the section, conciliation shall refer to a facilitated dialogue resulting in a written settlement agreement between the respondent, complainant, and the City, and such agreement shall be subject to approval by the Director.
- (2) The Director shall propose an initial meeting between the parties for the purpose of exploring a resolution of the complaint through voluntary informal dialogue, mediation, or conciliation.
- (3) Nothing herein shall be interpreted as requiring any party to participate in informal dialogue, mediation, conciliation or any other resolution efforts.
- (4) Materials used and communications made during informal dialogue, mediation, or conciliation concerning a complaint of unlawful discrimination shall be confidential and shall not be disclosed to the public by the Director, the Commission, or Office of Human Rights staff unless disclosure is authorized in writing by all parties to the dispute.
- (5) If informal dialogue is concluded to the satisfaction of the complainant, the complaint will be considered resolved upon the complainant's written or verbal withdrawal of the complaint.
- (6) If the mediation or conciliation is concluded to the satisfaction of both parties, the complaint will be considered resolved upon the parties' execution of a written settlement agreement. Unless all parties agree otherwise, the execution of a written agreement is solely for the purpose of settling a disputed claim and does not constitute an admission by any party that the law or this ordinance has been violated. No further action on the initial complaint will be taken by the Commission or the Office of Human Rights staff once the agreement is executed.
- (7) If informal dialogue, mediation, or conciliation is not successful, and the complainant wishes to pursue further action, the Director or designee may conduct a formal investigation.
- (8) If further investigation is not warranted, the Director may dismiss the complaint as not constituting a violation and promptly serve written notice of the dismissal on the complainant and respondent.
- (9) Concurrent with the investigation or after release of the investigative report, a conciliation agreement arising out of such complaint shall be an agreement between the respondent, the complainant, and the City of Charlottesville, and shall be subject to approval by ~~the Deputy City Manager for Racial Equity, Diversity and Inclusion and~~ the Director.
 - (A) Each conciliation agreement shall be made public unless the parties otherwise agree, and the Director determines that disclosure is not required to further the purposes of this Ordinance.
 - (B) Notwithstanding the foregoing requirements for mutual agreement to publication of a conciliation agreement, the City of Charlottesville may provide a copy of the conciliation agreement as otherwise required by operation of law.

(d) Failure to comply with conciliation agreement (in accordance with 42 U.S. Code § 3610 and 24 C.F.R. §115.204)

- (1) Whenever the Director has reasonable cause to believe that a respondent has breached a conciliation agreement, the Director shall refer the matter to the ~~Deputy City Manager for Racial Equity, Diversity, and Inclusion (REDI), who shall determine further action on behalf of the City. A determination that there is a breach of the conciliation agreement by the Deputy City Manager shall be referred to the~~ City Attorney's Office for enforcement. The City Attorney is authorized by City Council to take such action as is necessary to enforce the agreement including the hiring of an Attorney to enforce the rights granted under this ordinance in a Court of competent jurisdiction at the City's sole expense.

(e) Investigation (in accordance with 42 U.S. Code § 3610 and 24 C.F.R. §115.204)

- (1) If the Director determines that a formal investigation into the complaint is warranted, the Director shall assign an Investigator to ~~shall~~ make an investigation of the alleged discriminatory housing practice and complete such investigation within one hundred (100) calendar days after the filing of the complaint, unless it is impracticable to do so.
- (2) If the ~~Director~~ Investigator is unable to complete the investigation within one hundred (100) calendar days after the filing of the complaint, the Director shall notify the complainant and respondent in writing of the reasons for not doing so.
- (3) Statements received by the Investigator from the complainant, respondents, and witnesses as part of a formal investigation shall be under oath or affirmation and may be reasonably and fairly amended at any time.
- (4) When conducting an investigation of a complaint filed under this ordinance, the ~~Director~~ Investigator shall have the right to interview any person who may have any information which may further its investigation and to request production of any records or documents for inspection and copying in the possession of any person which may further the investigation. Such persons ~~may~~ shall be interviewed under oath. The Director or its designated subordinates shall have the authority to collect, inspect and copy records under this ordinance.
- (5) In accordance with 42 U.S. Code §3611, if during an investigation any person refuses to comply with a request by the Director or Office staff to produce data, information, documents, other tangible evidence or refuses to appear as a witness for the gathering of evidence necessary to determine whether a violation of this ordinance has occurred, the Director, after a good faith effort to obtain such evidence or attendance of witnesses, may request the City Attorney to petition a court of appropriate jurisdiction for a subpoena against any such person refusing to produce such evidence or refusing to appear as a witness, and such court may, upon good cause shown, cause the subpoena to be issued.
 - (A) For purposes of this section, "person" includes any individual, partnership, corporation, association, legal representative, mutual company, joint stock company, trust, unincorporated organization, employee, employer, employment agency, labor organization, joint labor-management committee, or an agent thereof.

- (B) Neither the Commission nor the Office shall have the power itself to issue subpoenas under this article.
 - (C) Neither the complainant nor the respondent shall have the right to demand that a subpoena be issued.
 - (D) Any witness subpoena issued under this Section shall include a statement that any statements made will be under oath and that the respondent or other witness is entitled to be represented by an attorney.
 - (E) Any person failing to comply with a subpoena issued under this Section shall be subject to punishment for contempt by the court issuing the subpoena. Any person so subpoenaed may petition the court to quash the subpoena.
- (6) At the end of each investigation under this section, the ~~Director~~ Investigator shall prepare a final investigative report containing:
- (A) the names and dates of contacts with witnesses;
 - (B) a summary and the dates of correspondence and other contacts with the aggrieved person and the respondent;
 - (C) a summary description of other pertinent records;
 - (D) a summary of witness statements; and
 - (E) answers to questions submitted during the course of the investigation, where applicable.
- ~~(7) Concurrent with the investigation or after release of the investigative report, a conciliation agreement arising out of such complaint shall be an agreement between the respondent, the complainant, and the City of Charlottesville, and shall be subject to approval by the Deputy City Manager for Racial Equity, Diversity and Inclusion and the Director. Each conciliation agreement shall be made public unless the parties otherwise agree, and the Director determines that disclosure is not required to further the purposes of this Ordinance.~~
- ~~(8) Notwithstanding the foregoing requirements for mutual agreement to publication of a conciliation agreement, the City of Charlottesville may provide a copy of the conciliation agreement as otherwise required by operation of law.~~
- (9) A final report under this paragraph may be amended if additional evidence is later discovered.
- (f) Prohibitions and requirements with respect to disclosure of information (in accordance with 42 U.S. Code § 3610 and 24 C.F.R. §115.204)
- (1) Nothing said or done in the course of conciliation under this subchapter may be made public or used as evidence in a subsequent proceeding under this subchapter without the written consent of the parties to the conciliation.
 - (2) Notwithstanding Sec. 2-440., the Director shall make available to the aggrieved person and the respondent, at any time, upon request following completion of the Director's investigation, information derived from an investigation and any final investigative report relating to that investigation, such information shall be redacted to exclude any personal identifying information protected from disclosure by state or

federal law.

(g) Prompt judicial action ([in accordance with 42 U.S. Code § 3610 and 24 C.F.R. §115.204](#))

- (1) If the Director, in consultation with the City Attorney, concludes at any time following the filing of a complaint that prompt judicial action is necessary to carry out the purposes of this subchapter, the Director may refer the matter to ~~the Deputy City Manager for REDI~~ [the City Attorney](#) with a request for appropriate temporary or preliminary relief pending final disposition of the complaint under this section. Upon receipt of ~~such an~~ authorization from the ~~City Manager~~ [Deputy City Manager for REDI](#), the City Attorney shall promptly commence and maintain such an action, as needed. Any temporary restraining order or other order granting preliminary or temporary relief shall be issued in accordance with the authority granted by a Court of competent jurisdiction. The commencement of a civil action under this subsection does not affect the initiation or continuation of [further action, as authorized by the Director under this ordinance.](#) ~~administrative proceedings under Sec. 2-437.2.(f) of this ordinance.~~
- (2) Whenever the Director, in consultation with the City Attorney, has reason to believe that a basis may exist for the commencement of proceedings against any respondent ~~under Sec. 2-437.2.(f)(4) of this ordinance or for proceedings~~ by any governmental licensing or supervisory authorities, the Director shall transmit the information upon which such belief is based to the [City Attorney](#) ~~Deputy City Manager for REDI~~, or to such other agency or authority with appropriate jurisdiction.

(h) Reasonable cause determination and effect ([in accordance with 42 U.S. Code § 3610 and 24 C.F.R. §115.204](#))

- (1) The Director shall, within one hundred (100) calendar days after the filing of the complaint, determine based on the facts whether reasonable cause exists to believe that a discriminatory housing practice has occurred or is about to occur, unless it is impracticable to do so, or unless the Director has approved a conciliation agreement with respect to the complaint. If the Director is unable to make the determination within one hundred (100) calendar days after the filing of the complaint, the Director shall notify the complainant and respondent in writing of the reasons for not doing so.
- (2) If the Director determines that reasonable cause exists to believe that a discriminatory housing practice has occurred or is about to occur, the Director shall, [unless a resolution has been reached through informal dialogue, mediation, or conciliation,](#) ~~except as provided in Sec. 2-437.2.(e),~~ immediately render a determination on behalf of the aggrieved person.
- (3) If the Director, in consultation with the City Attorney ~~and Deputy City Manager for REDI~~, renders a determination of reasonable cause on behalf of the aggrieved person, the Director shall issue a charge on behalf of the aggrieved person, for further [civil action](#) ~~proceedings under Sec. 2-437.2.(h) of this ordinance.~~ Such charge:
 - (A) shall consist of a short and plain statement of the facts upon which the Director has found reasonable cause to believe that a discriminatory housing practice has occurred or is about to occur;
 - (B) shall be based on the final investigative report; and

- (C) need not be limited to the facts or grounds alleged in the complaint filed under Sec. 2-437.2.(a).
- (4) If the Director, in consultation with the City Attorney, determines that the matter involves the legality of any State or local zoning or other land use law or ordinance, the Director shall immediately refer the matter to the City Attorney ~~Deputy City Manager for REDI~~ with a recommendation for appropriate civil action ~~under Sec. 2-437.2.(1) of this ordinance~~, instead of issuing such charge.
- (5) If the Director determines that there is insufficient reasonable cause to believe a violation of this ordinance has been committed, the Director shall dismiss the complaint and advise the complainant in writing that such dismissal shall become final unless, within ten (10) calendar days of receipt of the notice of dismissal, the complainant files with the Commission a request for a review of the determination of the Director.
- (6) The Director may not issue a charge under this section regarding an alleged discriminatory housing practice after the beginning of the trial of a civil action commenced by the aggrieved party under an Act of Congress or a State law, seeking relief with respect to that discriminatory housing practice.
- (i) Service of copies of charge (in accordance with 42 U.S. Code § 3610 and 24 C.F.R. §115.204)
- (1) After the Director issues a charge under this section, the Director shall cause a copy thereof, together with information as to how to make an election of judicial determination under ~~Sec. 2-437.2.(h) of~~ this ordinance and the effect of such an election, to be served:
- (A) on each respondent named in such charge, together with a notice of opportunity for an appeal hearing by the Commission, under section 2-439.1 of this ordinance, at a time and place specified in the notice, unless that election is made; and
- (B) on each aggrieved person on whose behalf the complaint was filed.
- (j) Election of judicial determination (in accordance with 42 U.S. Code § 3612)
- (1) When a charge is filed under section 2-437.2.~~(f)~~ of this ordinance a complainant, a respondent, or an aggrieved person on whose behalf the complaint was filed, may elect to have the claims asserted in that charge decided in a civil action ~~under Sec. 2-437.2.(h)(k)~~. The election must be made not later than 20 calendar days after the receipt by the electing person of service of copies of the charge under Sec. 2-437.2.(g) of this ordinance or, in the case of the Director, not later than 20 calendar days after such service. The person making such election shall give notice of doing so to the Director and to all other complainants and respondents to whom the charge relates.
- (k) Civil action for enforcement when a charge is issued or election is made for such civil action (in accordance with 42 U.S. Code § 3612)
- (1) If an election of judicial determination is made ~~under Sec. 2-437.2.(g)~~, the Director shall ~~advise the Deputy City Manager for REDI of such election, and the Deputy City Manager may~~ authorize, not later than thirty (30) calendar days after the authorization

or election is made, the City Attorney to commence and maintain, a civil action on behalf of the aggrieved person in a Court of competent jurisdiction seeking relief to this subsection.

(A) For the purposes of pursuing a civil action under this section, the City Attorney is authorized to contract qualified legal counsel on behalf of the City at the City's sole expense.

(2) Any aggrieved person with respect to the issues to be determined in a civil action under this subsection may intervene as of right in that civil action.

(3) In a civil action under this subsection, if the court finds that a discriminatory housing practice has occurred or is about to occur, the court may grant as relief any relief with respect to such discriminatory housing practice in a civil action under 42 U.S.C. § 3613. Any relief so granted that would accrue to an aggrieved person in a civil action commenced by that aggrieved person under 42 U.S.C. § 3613 shall also accrue to that aggrieved person in a civil action under this subsection.

(l) Civil action by private persons [\(in accordance with 42 U.S. Code § 3613\)](#)

(1) ~~Under 42 U.S.C. § 3613,~~ An aggrieved person, regardless of the status of the complaint, may commence a civil action in a Court of competent jurisdiction within the City of Charlottesville not later than two (2) years after the occurrence or the termination of an alleged discriminatory housing practice, or the breach of a conciliation agreement entered into under this subchapter, whichever occurs last, to obtain appropriate relief with respect to such discriminatory housing practice or breach.

(2) The computation of such 2-year period shall not include any time during which an administrative proceeding under this subchapter was pending with respect to a complaint or charge under this subchapter based upon such discriminatory housing practice. This subparagraph does not apply to actions arising from a breach of a conciliation agreement.

(3) An aggrieved person may commence a civil action under this subsection whether or not a complaint has been filed under Sec. 2-437.2(a) of this ordinance and without regard to the status of any such complaint, but if the Director has obtained a mediation or conciliation agreement with the consent of an aggrieved person, no action may be filed under this subsection by such aggrieved person with respect to the alleged discriminatory housing practice which forms the basis for such complaint except for the purpose of enforcing the terms of such an agreement.

(m) Relief which may be granted [\(in accordance with 42 U.S. Code § 3612 and 24 C.F.R. § 115.204\)](#)

(1) In a civil action under ~~Sec. 2-437.2(h) of~~ this ordinance, if the court finds that a discriminatory housing practice has occurred or is about to occur, the court may award to the plaintiff actual and punitive damages, and ~~subject to subsection (d),~~ may grant as relief, as the court deems appropriate, any permanent or temporary injunction, temporary restraining order, or other order (including an order enjoining the defendant from engaging in such practice or ordering such affirmative action as may be appropriate).

(A) Such relief may include actual damages suffered by the aggrieved person and injunctive or other equitable relief. Such order may, to vindicate the public interest, assess a civil penalty against the respondent:

- (i) in an amount not exceeding \$10,000 if the respondent has not been adjudged to have committed any prior discriminatory housing practice;
 - (ii) in an amount not exceeding \$25,000 if the respondent has been adjudged to have committed on other discriminatory housing practice during the 5-year period ending on the date of the filing of this charge; and
 - (iii) in an amount not exceeding \$50,000 if the respondent has been adjudged to have committed 2 or more discriminatory housing practices during the 7-year period ending on the date of the filing of this charge; except that if the acts constituting the discriminatory housing practice that is the object of the charge are committed by the same natural person who has been previously adjudged to have committed acts constituting a discriminatory housing practice, then the civil penalties may be imposed without regard to the period of time within which any subsequent discriminatory housing practice occurred.
- (2) In a civil action ~~under subsection (a) 2-437.2.(i)~~, the court, in its discretion, may allow the prevailing party, other than the City of Charlottesville, a reasonable attorney's fee and costs.
- (3) Relief granted under this section shall not affect any contract, sale, encumbrance, or lease consummated before the granting of such relief and involving a bona fide purchaser, encumbrancer, or tenant, without actual notice of the filing of a complaint with the Director or civil action under this subchapter.

(n) Intervention by the City

- (1) Upon timely application, the City may intervene in a private civil action, if the City certifies that the case is of general, public importance. Upon such intervention the City may obtain such relief as would be available to the City under 42 U.S.C. § 3614 in a civil action to which such section applies.

(o) Contracted services

- (1) In order to fulfill the requirements of this section, the City Manager or their designee is authorized to contract on behalf of the City with any objective, neutral third party qualified to assess allegations of discrimination under this section, for the purpose of conducting alternative dispute resolution of complaints and advising the Director of the Commission of the results of such proceedings.

Sec. 2-437.3. ~~Duties and responsibilities~~— Investigation of individual public accommodation, credit, or private education discrimination complaints and issuance of findings.

(g) Complaints and answers

- (1) The Director shall develop and implement a central intake ~~mechanism~~ procedure to be used by the Office of Human Rights for receiving and processing individual inquiries ~~complaints~~ that allege an unlawful, discriminatory public accommodation, credit, or private education practice ~~in~~ within the jurisdiction of the City.
- (2) Upon the receipt of such inquiry, the ~~The~~ Director or other designated professional staff shall conduct an initial assessment to determine if the inquiry ~~complaint~~ is jurisdictional and presents a prima facie case of discrimination. The ~~inquiry complaint~~ may be dismissed by the Director without further action if it fails to adequately allege a violation of this ordinance, is non-jurisdictional, or is otherwise deficient on its face.
- (3) ~~Upon the filing of such a discriminatory complaint: If the inquiry complaint is not dismissed, and~~ the Director shall authorize the aggrieved individual to file a formal complaint of discrimination with the Office of Human Rights.
- (4) Upon receiving authorization from the Director to file, aAny person claiming to be aggrieved by an unlawful, discriminatory public accommodation, credit, or private education practice may file a complaint in writing with the Office of Human Rights not more than 180 calendar days following the alleged discriminatory act. The complaint shall be in such detail as to substantially apprise any party properly concerned as to the time, place, and facts surrounding the alleged unlawful discrimination.
- (5) For complaints alleging an unlawful, discriminatory public accommodation, credit, or private education practice within the jurisdiction of the City, defined herein as within the corporate limits of the City and as authorized by state and federal statutes, the Director or other designated professional staff are authorized to undertake further action as detailed in Sec. 2- 437.3.(b).
- (6) For ~~complaints~~ inquiries alleging an unlawful discriminatory public accommodation, credit, or private education practice that falls outside the jurisdiction of the City, the Director or other designated professional staff ~~will refer the complaint to the appropriate state or federal agency~~ shall dismiss the inquiry as non-jurisdictional and inform the aggrieved individual of the option to file with an appropriate state or federal agency.
- (7) If the City of Charlottesville is the named respondent in ~~a complaint~~ an inquiry of public accommodation, credit, or private education discrimination received by Office of Human Rights, the Director or other designated professional staff shall dismiss the inquiry as non-jurisdictional and ~~refer the complaint to the appropriate state or federal agency~~ inform the aggrieved individual of the option to file with an appropriate state or federal agency.
- (8) If a current or former City of Charlottesville Human Rights Commissioner is a party to an inquiry of public accommodation, credit, or private education discrimination received by the Office of Human Rights, and the case is jurisdictional and presents a prima facie case of discrimination, the Director may authorize the filing of a complaint and attempt to resolve it through alternative dispute resolution, and/or refer the inquiry to the appropriate state or federal

agency.

- (9) Upon the filing of a formal complaint of discrimination, if the complainant wishes to pursue further action, and further action is authorized by the Director, the Director shall serve a copy notice of the complaint on each respondent named therein. Said copy notice shall be served in a timely manner and specify the allegation, citing the evidence that supports further action, advising the complainant of the time limits and choice of forums under this ordinance, and indicating the action to be taken.

~~(A) The Director or other designated professional staff shall conduct an initial assessment to determine if the complaint is jurisdictional and presents a prima facie case of discrimination. The complaint may be dismissed by the Director without further action if it fails to adequately allege a violation of this ordinance, is non-jurisdictional, or is otherwise deficient on its face.~~

~~(B) If the complaint is not dismissed, and the complainant wishes to pursue further action, the Director shall serve a copy on each respondent named therein. Said copy shall be served in a timely manner and specify the allegation, citing the evidence that supports further action, and indicating the action to be taken.~~

(h) ~~Informal dialogue, mediation, and investigation~~ Further action

- (1) Further action for public accommodation, credit, or private education discrimination complaints, as authorized by this ordinance, may include informal dialogue mediation, and formal investigation of the complaint, as deemed appropriate by the Director.
- (2) If the Director determines that further action on a complaint is appropriate, during the period beginning with the filing of such complaint and ending with the rendering of a determination or a dismissal by the Director, the Director shall, to the extent feasible, engage in informal dialogue or mediation with respect to such complaint.
- (3) It shall be the responsibility of the aggrieved individual to provide current and updated contact information to the Office of Human Rights from the date of filing through the completion of any further action.
- (4) If, during the process of informal dialogue, mediation or investigation, the complainant does not respond to communication or requests for information from the Investigator for a period of thirty (30) calendar days, the Investigator shall notify the Director. The Director shall serve written notice on the complainant that the case will be administratively closed if the complainant does not respond within thirty (30) ten (10) calendar days of the date receipt of the written notice is issued.
- (5) The complainant may, following the administrative closure of the case, re-file the complaint at a future date, provided that the complaint is filed within one hundred and eighty (180) calendar days of the alleged discriminatory event detailed in the original complaint.
- (6) If, during the process of informal dialogue, mediation or investigation, the respondent does not respond to communication or requests for information from the Investigator for a period of thirty (30) calendar days, the investigator shall

~~notify the Director. The Director shall~~ may serve written notice on the respondent that the investigation shall may proceed without the requested information and that a determination on the case shall be rendered upon completion of the investigation.

(i) Alternative dispute resolution

- (1) The Director shall propose an initial meeting between the parties for the purpose of exploring ~~a~~ alternative dispute resolution of the complaint through ~~voluntary mediation or other informal means~~ voluntary informal dialogue or mediation.
 - (A) For the purposes of this section, informal dialogue shall refer to a voluntary meeting between the complainant and respondent to explore resolution that does not result in a written settlement agreement.
 - (B) For the purposes of this section, mediation shall refer to a facilitated dialogue resulting in a written settlement agreement between the respondent and complainant.
- (2) Nothing herein shall be interpreted as requiring any party to participate in informal dialogue, mediation, or any other resolution efforts.
- (3) Materials used and communications made during informal dialogue or mediation concerning a complaint of unlawful discrimination shall be confidential and shall not be disclosed to the public by the Director, the Commission, or Office of Human Rights staff unless disclosure is authorized in writing by all parties to the dispute.
- (4) If informal dialogue is concluded, the complaint ~~will~~ shall be considered resolved upon the complainant's written or verbal withdrawal of the complaint.
- (5) If the mediation is concluded to the satisfaction of both parties, the complaint ~~will~~ shall be considered resolved upon the parties' execution of a written settlement agreement. Unless all parties agree otherwise, the execution of a written agreement is solely for the purpose of settling a disputed claim and does not constitute an admission by any party that the law or this ordinance has been violated. No further action on the initial complaint ~~will~~ shall be taken by the Commission or the Office of Human Rights staff once the agreement is executed.
- (6) If informal dialogue or mediation is not successful, and the complainant wishes to pursue further action, the Director or designee may conduct a formal investigation.
- (7) If further investigation is not warranted, the Director may dismiss the complaint as not constituting a violation and promptly serve written notice of the dismissal on the complainant and respondent.

(j) Investigation

- (1) If the Director determines that a formal investigation into the complaint is warranted, the Director shall assign an Investigator to make an investigation of the alleged discriminatory practice for the purpose of rendering a written determination as to whether there is reasonable cause to believe a violation of this ordinance occurred, and the facts supporting such determination.

- (2) The Investigator shall complete such investigation within one hundred and eighty (180) calendar days after the filing of the complaint unless it is impracticable to do so. If the Investigator is unable to complete the investigation within one hundred and eighty (180) calendar days after the filing of the complaint, the Director shall notify the complainant and respondent in writing of the reasons for not doing so.
- (3) ~~If, during the process of informal dialogue, mediation or investigation, the complainant does not respond to communication or requests for information from the Investigator for a period of thirty (30) calendar days, the Investigator shall notify the Director. The Director shall serve written notice on the complainant that the case will be administratively closed if the complainant does not respond within ten (10) calendar days of the receipt of the written notice.~~
- (4) ~~The complainant may, following the administrative closure of the case, re-file the complaint at a future date, provided that the complaint is filed within one hundred and eighty (180) calendar days of the alleged discriminatory event detailed in the original complaint.~~
- (5) ~~If, during the process of informal dialogue, mediation or investigation, the respondent does not respond to communication or requests for information from the Investigator for a period of thirty (30) calendar days, the investigator shall notify the Director. The Director shall serve written notice on the respondent that the investigation shall proceed without the requested information and that a determination on the case shall be rendered upon completion of the investigation.~~
- (6) Statements received by the Investigator from the complainant, respondents, and witnesses as part of a formal investigation shall be under oath or affirmation and may be reasonably and fairly amended at any time.
- (7) ~~Upon the conclusion of the formal investigation, the Investigator shall prepare an investigative report for submission to the Director.~~
- (8) When conducting an investigation of a complaint filed under this ordinance, the Investigator shall have the right to interview any person who may have any information which may further its investigation and to request production of any records or documents for inspection and copying in the possession of any person which may further the investigation. Such persons shall be interviewed under oath. The Director or its designated subordinates shall have the authority to collect, inspect and copy records under this ordinance.
- (9) If during an investigation any person refuses to comply with a request by the Director or Office staff to produce data, information, documents, other tangible evidence or refuses to appear as a witness for the gathering of evidence necessary to determine whether a violation of this ordinance has occurred, the Director, after a good faith effort to obtain such evidence or attendance of witnesses, may request the City Attorney to petition a court of appropriate jurisdiction for a subpoena against any such person refusing to produce such evidence or refusing to appear as a witness, and such court may, upon good cause shown, cause the subpoena to be issued.
 - (A) For purposes of this section, "person" includes any individual, partnership, corporation, association, legal representative, mutual company, joint stock

company, trust, unincorporated organization, employee, employer, employment agency, labor organization, joint labor-management committee, or an agent thereof.

- (B) Neither the Commission nor the Office shall have the power itself to issue subpoenas under this article.
 - (C) Neither the complainant nor the respondent shall have the right to demand that a subpoena be issued.
 - (D) Any witness subpoena issued under this Section shall include a statement that any statements made will be under oath and that the respondent or other witness is entitled to be represented by an attorney.
 - (E) Any person failing to comply with a subpoena issued under this Section shall be subject to punishment for contempt by the court issuing the subpoena. Any person so subpoenaed may petition the court to quash the subpoena.
- (10) Upon the conclusion of the formal investigation, the Investigator shall prepare an investigative report for submission to the Director.
- (k) Reasonable cause determination and effect
- (1) Upon completion of a formal investigation and submission of the investigative report, the Director shall render a written determination of whether there is reasonable cause to believe a violation of this ordinance has been committed and the facts supporting such determination. The written determination shall promptly be served on the parties.
 - (2) If the Director determines that there is reasonable cause to believe that a violation of this ordinance has been committed, the Director shall immediately endeavor to eliminate any alleged unlawful discriminatory practice through informal dialogue or mediation.
 - (3) If the complaint cannot be resolved through informal dialogue or mediation, the Director shall proceed with the preparation of materials for consideration by the Commission for the purpose of holding a vote on whether to conduct a public hearing on the complaint.
 - (4) Such materials shall include a copy of the written determination with the names and identifying information of the complainant, respondent, respondent's agents, and any witnesses redacted.
 - (5) Upon request by the Commission, the Director shall provide a copy of the full investigative report with the names and identifying information of the complainant, respondent, respondent's agents, and any witnesses redacted.
 - (6) If the Director determines that there is insufficient reasonable cause to believe a violation of this ordinance has been committed, the Director shall dismiss the complaint and advise the complainant in writing that such dismissal shall become final unless, within ten (10) calendar days of receipt of the notice of dismissal, the complainant files with the Commission a request for a review of the determination of the Director.

(l) Contracted services

- (1) In order to fulfill the requirements of this section, the City Manager or their designee is authorized to contract on behalf of the City with any objective, neutral third party qualified to assess allegations of discrimination under this section, for the purpose of receiving complaints, conducting investigations, rendering written determinations of whether there is reasonable cause to believe a violation of this ordinance has occurred, conducting informal dialogues or mediations of complaints and advising the Director of the Commission of the results of any investigation, informal dialogue or mediation of complaints.

Sec. 2-438. Interference, coercion, intimidation, or retaliation prohibited.

- (a) In accordance with 42 U.S. Code § 3617, it shall be unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of having exercised or enjoyed, or on account of having aided or encouraged any other person in the exercise or enjoyment of, or on account of having filed a complaint of discrimination regarding any right granted or protected by this ordinance.
- (b) Any person experiencing such interference, coercion, intimidation, or retaliation in connection with a complaint of unlawful discrimination received or in process under this ordinance may file a retaliation complaint with the Office of Human Rights. The complaint shall be in such detail as to substantially apprise any party properly concerned as to the time, place, and facts surrounding the alleged unlawful retaliation.
- (c) Retaliation complaints shall be processed in the same manner as complaints of unlawful discrimination and such process shall be determined by the protected activity named in the original complaint to which the alleged retaliation is linked or by the protected activity in which the complainant was engaged and which was impacted by the alleged retaliation.

Sec. 2-439.1. Enforcement authority – The role of the Commission regarding individual complaints of ~~employment, public accommodation, credit, or private education~~ discrimination.

(a) Public hearings generally

- (1) The Commission shall serve as a public hearing body with the authority to review appeals and reasonable cause determinations for complaints of individual discrimination received and investigated by the Office of Human Rights.
- (2) In complaints of housing discrimination, if the Director determines that there is reasonable cause to believe a violation did occur, a charge is filed, and either party elects to pursue judicial determination through a civil action in a court of competent jurisdiction, under Sec. 2-437.2. of this ordinance, the Commission shall not hold a public hearing and any proceedings in process shall cease.
- (3) If a hearing is to be held, the Commission shall promptly notify the parties of the time, date and location of the hearing and serve upon them a statement of the charges against the respondent, the Director's summary of the evidence and recommended remedies, and the issues to be considered at the hearing. The notice and statement shall be served no later than 14 days prior to the date of the hearing.

- (4) The Commission ~~will~~ shall have the option to consider all of the allegations and issues set forth in the complaint or, in its discretion, may limit the scope of the hearing to one or more of the allegations or issues.
- (5) Hearings of the Commission may be held before the entire Commission or before designated hearing panels, consisting of three or more members of the Commission, as the Commission in its discretion may determine. The Chair or a Commissioner designated by the Chair shall preside over the public hearing, which shall be open to the public.
- (6) ~~In cases to be heard by the Commission under this section the complainant and the responding parties shall be entitled:~~
- ~~(A) To file written statements or arguments with the Commission prior to the hearing;~~
 - ~~(B) To be represented by privately retained counsel of their choice;~~
 - ~~(C) To present his or her the case or defense by oral or documentary evidence, to be given under oath or by affirmation;~~
 - ~~(D) To submit rebuttal evidence; and~~
 - ~~(E) To conduct such cross examination as may be required for a full and true disclosure of the facts. Any oral or documentary evidence may be received, but the Commission as a matter of policy shall provide for the exclusion of irrelevant, immaterial, or unduly repetitious evidence. The Commission shall not be bound by the strict rules of evidence prevailing in the courts of law or equity.~~
- (7) Prior to the public hearing, the Director shall provide the Commission with a copy of the investigative report and any findings or determinations resulting from the investigation. During a public hearing, the Commission shall base its findings and recommendations on a review of the existing record and any additional evidence acquired by the Commission, at its discretion through the Office of Human Rights, prior to the hearing. Neither party to the complaint shall be entitled to submit unsolicited written statements or arguments, present oral defense or documentary evidence, or conduct cross examinations during the public hearing. ~~be responsible for assuring the development of the evidentiary record before the Commission and may introduce evidence, examine, or cross-examine witnesses, or make argument if they deem it advisable to fully apprise the Commission of the facts or the applicable law.~~
- (8) Any investigative report, findings, determinations, or additional evidence provided to the Commission by the Office of Human Rights for purposes of a public hearing, shall be redacted to remove any personal identifying information in accordance with Va. Code Ann. § 2.2-3800 et seq.
- (9) The Commission shall keep a full record of the hearing, ~~which~~ and such record shall be public and open to inspection by any person unless otherwise provided by any applicable law or regulations. Any party may request that the Commission furnish such party a copy of the hearing record and shall reimburse the Commission for the cost of producing the copy.

- (10) In matters where any party is represented by counsel, the office of the City Attorney shall provide an attorney as counsel to the Commission who will also assist the Director in preparing the case.
- (11) ~~Whenever the Commission has reasonable cause to believe that~~ requires additional evidence to determine whether reasonable cause exists to believe any person has engaged in or is engaging in any unlawful discriminatory practice, and the Commission, after a good faith effort to obtain such evidence or attendance of witnesses through the Office of Human Rights, may request the City Attorney to petition a court of appropriate jurisdiction for a subpoena against any such person refusing to produce such evidence or refusing to appear as a witness, and such court may, upon good cause shown, cause the subpoena to be issued. ~~after a good faith effort to obtain the data and information necessary to determine whether a violation has occurred, has been unable to obtain such information, it may request the City Attorney to apply to the judge of the circuit court of the jurisdiction in which the respondent resides or is doing business for a subpoena duces tecum against any person refusing to produce such data and information. The judge of the court, upon good cause shown, may cause the subpoena to be issued. Any person failing to comply with such subpoena shall be subject to punishment for contempt by the court issuing the subpoena.~~
- (A) For purposes of this section, "person" includes any individual, partnership, corporation, association, legal representative, mutual company, joint stock company, trust, unincorporated organization, employee, employer, employment agency, labor organization, joint labor-management committee, or an agent thereof.
 - (B) Neither the Commission nor the Office shall have the power itself to issue subpoenas under this article.
 - (C) Neither the complainant nor the respondent shall have the right to demand that a subpoena be issued.
 - (D) Any witness subpoena issued under this Section shall include a statement that any statements made will be under oath and that the respondent or other witness is entitled to be represented by an attorney.
 - (E) Any person failing to comply with a subpoena issued under this Section shall be subject to punishment for contempt by the court issuing the subpoena. Any person so subpoenaed may apply to the judge who issued the subpoena to quash it.
- (12) The Commission shall have the authority to grant relief, as permitted under Virginia law, or to issue recommendations for appropriate remedies, for complaints reviewed during a public hearing. If, after the hearing, the Commission determines by a preponderance of the evidence that the respondent has committed or is committing the alleged violation(s) of this ordinance, the Commission shall state its findings in a written resolution and may issue recommendations, to be served promptly on the parties, ~~which~~ Such recommendations may include:
- (A) the pursuit of remedies through alternative dispute resolution.

- (B) a referral to the City attorney for the consideration of potential civil action.
 - (C) notice to the respondent to cease and desist from such violation(s) and to take such action as may be authorized by law to effectuate the purpose of this ordinance, including but not limited to the payment by ~~the~~ respondent of compensatory damages to any person or persons found by the Commission to be so entitled by reason of the violation(s) of this ordinance, or the placement or restoration of any person in or to such status in which the Commission finds they would be but for respondent's violation(s) of this ordinance.
- (13) If, after receiving the evidence presented at the hearing, the Commission finds that the respondent has not engaged in the alleged violation(s) of this ordinance, the Commission shall state its findings in a written resolution and shall dismiss the complaint. Prompt notice of such action shall be given to the parties, and such dismissal shall be final.
- (14) Nothing herein shall be construed as authorizing the Commission to issue subpoenas, award damages or grant injunctive relief.
- (b) Public hearings for complainant appeals of no reasonable cause determinations
- (1) The Commission shall serve as a due process appellate body with the authority to hear appeals of determinations of no reasonable cause rendered by the Director on complaints of individual discrimination received and investigated by the Office of Human Rights.
 - (2) If the Director determines that there is insufficient reasonable cause to believe a violation of this ordinance has occurred, the Director shall dismiss the complaint and advise the ~~C~~complainant in writing that such dismissal shall become final unless, within ten (10) calendar days of receipt of notice of the dismissal, the ~~C~~complainant files with the Commission a request for a review of the determination of the Director.
 - (3) On written petition of the ~~C~~complainant, the Commission ~~may~~ shall hold a public appeal hearing to review the Director's conclusion and ~~may~~ shall either overrule or affirm the finding of no reasonable cause. ~~The parties may submit such additional information as they desire for the Commission's consideration.~~
 - (4) If, at the conclusion of an appeal hearing, the Commission determines by majority vote that reasonable cause exists, it shall ~~direct the Director to~~ prepare a written resolution that includes a summary of the evidence upon which the reversal of the Director's finding is based and recommendations for further action. The Director shall serve notice on both parties of the Commission's finding and pursue appropriate further action ~~conciliation efforts,~~ per the Commission's resolution.
 - (5) If, at the conclusion of an appeal hearing, the Commission determines by majority vote that no reasonable cause exists, it shall prepare a written resolution upholding the Director's dismissal of the complaint, and such dismissal shall be final.
- (c) Public hearings for determinations of reasonable cause
- (1) If the Director determines that there is reasonable cause to believe a violation did occur and either party declines to participate in alternative dispute resolution, ~~mediation, or other informal means of resolving the complaint,~~ or if such efforts are attempted but unsuccessful, the Director shall prepare a written summary of the evidence on which

the determination of reasonable cause is based, and shall recommend appropriate remedies for the discriminatory actions in a report to the Commission.

- (2) The Commission shall determine by majority vote whether to hold a public hearing on the complaint. The Commission shall base its determination on its judgment as to how enforcement of this ordinance would be best served. If the Commission determines not to hold a public hearing, it shall either dismiss the complaint or take such action as it deems appropriate and consistent with the purposes of this ordinance and the powers of the Commission hereunder.
- (3) ~~If a hearing is to be held, the Commission shall promptly notify the parties of the time, date and location of the hearing and serve upon them a statement of the charges against the respondent, the Director's summary of the evidence and recommended remedies, and the issues to be considered at the hearing. The Commission will have the option to consider all of the allegations and issues set forth in the complaint or, in its discretion, may limit the scope of the hearing to one or more of the allegations or issues. The notice and statement shall be served no later than 14 days prior to the date of the hearing. Hearings of the Commission may be held before the entire Commission or before designated hearing panels, consisting of three or more members of the Commission, as the Commission in its discretion may determine. The Chair or a Commissioner designated by the Chair shall preside over the public hearing, which shall be open to the public.~~
- (4) ~~Whenever the Commission has reasonable cause to believe that any person has engaged in or is engaging in any unlawful discriminatory practice, and the Commission, after a good faith effort to obtain the data and information necessary to determine whether a violation has occurred, has been unable to obtain such information, it may request the City Attorney to apply to the judge of the circuit court of the jurisdiction in which the respondent resides or is doing business for a subpoena *duces tecum* against any person refusing to produce such data and information. The judge of the court, upon good cause shown, may cause the subpoena to be issued. Any person failing to comply with such subpoena shall be subject to punishment for contempt by the court issuing the subpoena. For purposes of this section, "person" includes any individual, partnership, corporation, association, legal representative, mutual company, joint stock company, trust, unincorporated organization, employee, employer, employment agency, labor organization, joint labor-management committee, or an agent thereof.~~

Sec. 2-439.2. Enforcement authority – Court enforcement regarding individual complaints of employment, public accommodation, credit, or private education discrimination.

- (a) If the Commission finds that a respondent has committed a violation of this ordinance and determines that appropriate remedial measures have not been taken, the Commission, through the City Attorney, and subject to approval by the City Council, may file an appropriate action in any court of competent jurisdiction to prove, *de novo*, that the respondent violated this chapter; secure compliance with this chapter; and/or obtain appropriate relief available under any applicable federal or state statute or regulation including, but not limited to an award of injunctive relief, compensatory and / or punitive damages and a recovery of costs and attorney's fees for any person, including the City,

injured as a result of a violation of this chapter.

- (b) If the City Council approves the institution of any proceeding in court, the proceeding shall be brought in the name of the City Council and the Human Rights Commission of the City of Charlottesville.

Sec. 2-440. Confidentiality.

It shall be unlawful for any Commissioner, officer, employee, contractor or staff member of the Commission or Office of Human Rights to disclose or make public any complaints, investigative notes, or other correspondence and information furnished to the Commission or its staff in confidence with respect to a complaint, an investigation or ~~conciliation~~ [alternative dispute resolution](#) process involving an alleged unlawful discriminatory practice. A violation of this section shall be a Class 3 misdemeanor.

Sec. 2-441. Annual Report.

The Commission shall make an annual comprehensive report to City Council that outlines its efforts during the preceding year in the areas of identifying and addressing systemic or institutional discrimination; processing individual complaints of unlawful discrimination; and facilitating a community dialogue regarding issues of human rights. The report shall also outline the Commission's work plan for the ensuing year, which shall be subject to approval or modification by City Council.

Sec. 2-442. Severability.

The provisions of the Article are severable; and if any provision, sentence, clause, section or part thereof is held illegal, invalid, unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity, unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Article, or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Article would have been adopted if such illegal, invalid or unconstitutional provision, sentence, clause, section or part had not been included therein, and if the person or circumstances to which the chapter or any part thereof is inapplicable had been specifically exempted therefrom.

Sec. 2-443. Reserved.



Proposed Amendments to the Charlottesville Human Rights Ordinance

Presented by Todd Niemeier

Director, Human Rights Commission

City Council Regular Meeting July 15, 2024



Why are we amending the Human Rights Ordinance?

- To meet the requirements to enter a Fair Housing Assistance Program (FHAP) workshare with the HUD Fair Housing Office
- To make the Human Rights Commission sections more understandable and more straightforward to implement.
- To update key components of the investigation process to reflect what we have learned from experience in the Office of Human Rights.

General document revisions

- Added Table of Contents and page numbers.
- Made general spelling, formatting, citation, and grammatical corrections.
- Revised Secs. 2-437.1-3. so that basic investigation procedures were clear and consistent across all protected activities.
- Added federal fair housing code citations throughout to aid in the review for substantial equivalence by HUD.



Sec 2-433. Role of the Human Rights Commission

- Changes to improve organization and logical flow of document
 - Moved text here from the previous Sec. 2-434 about the Commission's duties and responsibilities related to community engagement.
 - Moved text here from the previous Sec. 2-435.(a),(b), and (c) about the Commission's duties and responsibilities related to systemic issues, as well as made minor edits to avoid repetition in the new text placement.
 - Condensed sections and relocated portions into other sections
 - Removed the requirement from Sec. 2-433 (c)(3) that the Commission will conduct at least one research project or review every two years.



Sec. 2-434. Office of Human Rights

- Separated this section from the "Role" section to mirror Sec. 2-432. for the Commission
- Added clause that the Director may hire additional staff, as approved by the City Manager, to fulfill the duties within the ordinance.

Sec. 2-435. Role of the Office of Human Rights

- Created a "Role" section to mirror the Sec. 2-433. for the Commission.
- Slight revisions to the community outreach roles to mirror other language in the Commission sections defining the scope of issues to include human rights, discrimination, and/or equity.



Sec. 2-437.1. Investigation of individual employment discrimination complaints

(a) Complaints and answers

- Updated the intake and complaint filing process to reflect standard practices and practical application in the Office of Human Rights.
- Added a clause to address situations in which a current or former Commissioner is a party to an inquiry of discrimination.
- Changed the “referral” to a state or federal agency to “informing the individual of the option” to file with a state or federal agency.

(b) Further action

- Added a clause clarifying that it is the aggrieved individual's responsibility to provide current and updated contact information to the Office.
- Consolidated and updated procedures regarding non-responsiveness of complainants and respondents.



Sec. 2-437.1. Investigation of individual employment discrimination complaints

(c) Alternative dispute resolution

- Created this section to consolidate all information related to informal dialogue and mediation.

(d) Investigation

- Added several clauses related to the Director's authority to request subpoenas for both documentary evidence and witness testimony.

(e) Reasonable cause determination and effect

- Created this section to consolidate all information related to the rendering of findings following the completion of investigations.



Sec. 2-437.2. Investigation of individual housing discrimination complaints

- Incorporated the revisions from the other investigation sections including:
 - Updated intake and filing procedures.
 - Expanded subpoena authority.
- Removed the Director's deference to the Deputy City Manager for Racial Equity, Diversity, and Inclusion to allow for a more self-contained process, as recommended by HUD.
- Other minor revisions made, per recommendations by HUD, to achieve substantial equivalence to federal fair housing law, a requirement for entering a Fair Housing Assistance Program (FHAP) work share agreement with the HUD Fair Housing Office.
- As noted previously, federal fair housing code citations were added throughout this section, per HUD's recommendation.



Sec. 2-437.3. Investigation of individual public accommodation, credit, and private education discrimination complaints

- This section mirrors the language in the employment discrimination investigation section (Sec. 2-437.1.)
- All changes made to Sec. 2-437.1. are also replicated here.
- Changed the “referral” to a state or federal agency to “informing the individual of the option” to file with a state or federal agency.



Sec. 2-438. Interference, coercion, intimidation, or retaliation prohibited.

- Added a clause to create a mechanism for filing a retaliation complaint.
- Added a clause to clarify that retaliation complaints will be subject to the process associated with the protected activity identified in the original complaint.



Sec. 2-439.1. Enforcement authority – The role of the Commission regarding individual complaints of discrimination.

Authority	Current Ordinance	Appeal & Record Focused
Appeals: no reasonable cause	Yes	Yes
Appeals: reasonable cause	No	No
Hearings on findings of reasonable cause	Yes	Yes
New evidence and cross examination	Yes	No
Recommendations for further action	Yes	Yes



Sec. 2-439.1. Enforcement authority – The role of the Commission regarding individual complaints of discrimination.

- Removed language entitling parties to introduce new evidence, present oral or written defense, and conduct cross examination during public hearings.
- Added a clause stating that reports, findings, determinations, and evidence presented to the Commission for a public hearing shall be redacted to remove personal identifying information.
- Removed the proposed section giving the respondent the option to appeal findings of reasonable cause.



Next steps:

- Fair Housing Assistance Program (FHAP) workshare timeline:
 - July 15, 2024: City Council first reading
 - August 5, 2024: City Council second reading – potential approval
 - August 15, 2024: HUD submission deadline
 - October 1, 2024: FHAP interim certification decisions

Next Steps:

- Anticipated fair housing complaint caseload:

Year	OHR new cases	HUD/FHAP new cases
2023	4	Data request pending
2022	5	3
2021	5	4
2020	1	3

- OHR capacity building
 - Intake Specialist rehiring process underway – anticipated hire in August 2024
 - Investigator training completed by December 2024
 - Additional training through the National Fair Housing Training Academy (NFHTA)
 - Capacity-building funding from HUD during interim certification

Questions?



CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	July 15, 2024
Action Required:	Ordinance
Presenter:	Alexander Ikefuna, Director, Office of Community Solutions
Staff Contacts:	Antoine Williams, Housing Program Manager John Sales
Title:	Ordinance authorizing a grant of public funding to subsidize the Sixth Street Redevelopment Project of the Charlottesville Redevelopment and Housing Authority (1 of 2 readings)

Background

Charlottesville Redevelopment and Housing Authority (CRHA) is proposing the Sixth Street Phase One Redevelopment Project at 707-713 Sixth Street. This phase includes the construction of **47 affordable rental units** in a 4-story apartment building. The units will range from 0% AMI to 60% AMI, including 9 one-bedroom, 26 two-bedroom, and 12 three-bedroom units. The redevelopment will also involve demolishing six existing public housing townhouses to make space for the new building. The **total development cost is estimated at \$31,000,000**, with construction expected to start in December 2024 and complete by December 2026. CRHA has received Low-Income Housing Tax Credits (LIHTC) to finance the project, which is crucial for the development of deeply affordable housing. The City Council previously approved a financial resolution supporting this project and designating the site as a revitalization area on January 3, 2022.

Discussion

CRHA has requested a total funding commitment of \$3,000,000 from the City of Charlottesville to support the Sixth Street Phase One Redevelopment Project. This grant will subsidize the construction of new affordable rental units for low and moderate-income households. The grant aligns with CRHA's project timeline, targeting financial closing and the start of construction in December 2024. The funding will support CRHA's efforts to secure LIHTC and other financing necessary for the project's success.

Summary of Ordinance: This ordinance authorizes the City of Charlottesville to grant up to \$3,000,000 to CRHA for constructing at least 47 affordable rental units at 707-713 Sixth Street for households of low and moderate area median income levels.

Key Provisions:

- **Purpose:** Funds are for constructing affordable rental housing for low and moderate-income households.
- **Allocation:** Disbursements from December 2024 to December 2026, contingent on city staff approval of project documentation.

- **Financial Oversight:**

- Review and approval of disbursement documentation by city staff.
- Monitoring compliance with disbursement guidelines and purposes.
- Ensuring soft costs do not exceed \$300,000.
- Verification of hard costs' eligibility and documentation.
- Retainage of \$300,000 until project completion.
- Evaluation of pre-disbursement conditions and milestones.
- Periodic assessment of project progress and budget compliance.

- **Compliance:** CRHA must comply with federal, state, and local laws, and project-specific requirements, including HUD approvals.
- **Administrative Procedures:** The City Manager establishes procedures for subsidy requests, ensuring financial transparency.
- **Effective Date:** Immediate upon City Council adoption.
- **Publication:** City Clerk to publish and distribute per legal requirements.

Alignment with City Council's Vision and Strategic Plan

Strategic Outcome Area: Housing. Supporting Phase One of the Sixth Street redevelopment aligns directly with the City Council's strategic objective of expanding affordable housing options and revitalizing communities. It addresses critical housing challenges within Charlottesville by providing rental housing units accessible to low and moderate-income households. In furtherance to this, this action aligns with the City's Comprehensive and Affordable Housing Plans.

Community Engagement

CRHA has conducted extensive community engagement, involving residents in the planning process to ensure the project meets local needs and priorities. This inclusive approach fosters community support and enhances project outcomes.

Budgetary Impact

The proposed \$3,000,000 grant consists of funding included in the City's proposed Capital Improvement Project budget process and does not encumber additional funding beyond the established commitment.

Recommendation

Staff recommends that the City Council approve the ordinance authorizing public funding for CRHA's Sixth Street Phase One project, advancing critical housing goals.

Motion: Authorization of Funding for Affordable Housing at 707-713 Sixth Street

I move that the City Council approve the ordinance authorizing a grant of up to three million dollars (\$3,000,000.00) in support of the Sixth Street Phase One Redevelopment Project, as requested by the Charlottesville Redevelopment and Housing Authority (CRHA).

Further Motion Details:

1. Funding Commitment: The City Council supports a new funding commitment of \$3,000,000 for Fiscal Year 2024/2025 to facilitate the construction of affordable rental housing units at 707-713 Sixth Street.
2. Authorization: I further move to authorize the City Manager to negotiate and execute funding grant agreements with CRHA, ensuring proper facilitation of fund disbursement.
3. Review and Approval Process: As it may be further necessary, for ongoing grant performance and agreement maintenance, the Office of Community Solutions Housing and Compliance staff shall diligently review the project timeline, budgetary analysis, and community engagement summary report provided by CRHA.

Alternatives

The City Council could explore alternative funding models or project adjustments based on budget constraints or community feedback.

Attachments

1. Authorizing Ordinance for Grant of Public Funds_CRHA
2. Memorandum of Agreement

**ORDINANCE AUTHORIZING A GRANT OF PUBLIC FUNDING TO THE
CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY FOR THE
CONSTRUCTION OF AFFORDABLE FOR-RENT HOUSING UNITS LOCATED AT
707-713 SIXTH STREET, CHARLOTTESVILLE, VIRGINIA IN A NOT-TO-EXCEED
AMOUNT OF THREE MILLION DOLLARS (\$3,000,000.00) FOR HOUSEHOLDS OF LOW
AND MODERATE AREA MEDIAN INCOME LEVELS.**

WHEREAS, the Charlottesville Redevelopment and Housing Authority (CRHA) has requested a total funding commitment of \$3,000,000 (three million dollars) inclusive in support of CRHA and its Sixth Street Phase One Redevelopment Project located at 707-713 Sixth Street, Charlottesville, Virginia (the “Property”).

WHEREAS the Project now and shall maintain the purpose of using public funding to subsidize the construction of for-rent affordable housing to be occupied by low—and moderate-income households; and the production of new housing for persons of low and moderate-income is a public purpose and use for which the General Assembly has authorized public funds to be expended. Such production is a governmental function of concern to the Commonwealth of Virginia.

WHEREAS, pursuant to Virginia Code §15.2-958, the City of Charlottesville may make grants or loans to the owners of residential rental property occupied, or to be occupied, following construction, by persons of low or moderate income.

WHEREAS, pursuant to the City’s Charter, Sec. 50.7, Powers Relating to Housing and Community Development, the City shall have the power to make grants and loans of funds to the benefit of low- or moderate-income households to further a public purpose.

WHEREAS the City as a political subdivision of the Commonwealth, organized and operating under the laws of the Commonwealth; and CRHA having the purposes and authority within Virginia Code Title 36, Chapter 1 (Housing Authorities Law), and the City, acting by and through its City Council, is authorized to make grants or loans to CRHA to enable or assist CRHA to carry out its purposes.

WHEREAS the redevelopment of existing public housing sites and the provision of additional affordable housing units that will be committed for rental to persons of low and moderate income align with the aims of the City’s Affordable Housing Plan and its Strategic Outcome Area: housing.

WHEREAS, CRHA is planning the redevelopment of its property located at 707-713 Sixth Street, funded by Low Income Housing Tax Credit (LIHTC) program funding, loans, private donations, and a grant of local funding from the City of Charlottesville.

WHEREAS, CRHA has requested the City award a grant of funding to subsidize the costs of producing new units of residential rental property occupied, or to be occupied, following construction, by persons of low and moderate-income, said undertaking being described in CRHA's Mixed Finance Development Proposal submitted to the Department of Housing and Urban Development, referred to as “Sixth Street Phase One,”

NOW, THEREFORE, in consideration of the Project and undertakings of accepted and agreed and detailed therein related Memorandum of Agreement (or “MOA,” or “Grant Agreement” or “Agreement”) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Signatories hereto hereby covenant and agree as follows: the City Council hereby agrees that local public funding is approved, subject to the following conditions:

Section 1. Authorization

- 1.1. Pursuant to the terms and conditions set forth in the attached Agreement (Exhibit A), between the City of Charlottesville and the Charlottesville Redevelopment and Housing Authority, and Resolution #R-22-041 (Exhibit B) the City Council hereby authorizes the allocation of public funding to the CRHA in a not-to-exceed amount of three million dollars (\$3,000,000.00).

Section 2. Purpose and Uses

- 2.1. The grant funds shall be utilized by the CRHA for the construction of affordable for-rent housing units at 707-713 Sixth Street South, Charlottesville, Virginia, to be made available to households of low and moderate area median income levels.
- 2.2. The grant funds shall be used for the construction of no fewer than 47 units shall be for-rent affordable dwelling units reserved for occupancy by persons having a household income at or below sixty percent (60%) of Charlottesville's Area Median Income for no less than fifteen (15) years or the expiration of the initial compliance period applicable to the Project under the Low-Income Housing Tax Credit Program ("LIHTC").
- 2.3. The Grant Funds disbursed as authorized by this Ordinance shall not be used or expended for payment of current expenses by any Signatory Entity of the companion Memorandum of Agreement or any other legal entity. The Grant Funds shall be used only to pay the following costs of the Project (subject further to the limit on "soft costs" as set forth below): the cost of improvements, property or equipment, the cost of construction or reconstruction, the cost of all labor, materials, machinery, and equipment, the cost of all land, property, rights, easements and franchises acquired, financing charges, interest before and during construction and for up to one year after completion of construction, Project start-up costs, and operating capital for the Project, and other expenses as may be necessary or incident to the financing or construction of the Project.

Section 3. Disbursement

- 3.1. *Supporting Materials and Preconditions*
 - 3.1.1. Supporting materials must be provided to the applicable city, housing, compliance, legal, finance, and executive staff for review and approval.
 - 3.1.2. In furtherance of these stated parameters, CRHA agrees that the remaining balance of the award shall be used strictly for hard costs for the redevelopment of the Project. For Exhibit A (the MOA), hard costs shall be taken to mean at least direct expenses related to the physical construction of the project, including materials, labor, equipment, and fixtures.

3.2. *Soft Costs Limitation*

- 3.2.1. Up to the not-to-exceed amount of ten percent (10%) of the total award, three hundred thousand dollars (\$300,000), is allocated towards soft costs associated with the Project. For the purposes of Exhibit A (the MOA), soft costs shall be taken to mean costs that are indirect or intangible expenses that support the construction project but do not directly impact the construction process, including planning, administration, legal fees, insurance, and property management. Note this not-to-exceed amount of three hundred thousand dollars (\$300,000) shall be used without limitation towards the cost of plans and specifications, surveys and estimates of cost and revenues, the cost of engineering; in addition, not more than 10%(e.g., \$30,000/ thirty-thousand dollars) of which shall not be used for environmental assessment and mitigation, soil testing if completed 120-days before or after the date of signature of Exhibit A (the MOA), legal and other professional services, expenses incident to determining the feasibility or practicability of the project.

3.3. *Construction and Development Costs*

- 3.3.1. The remaining balance of the award, after allocations for soft costs have been deducted, shall be disbursed between December 2024 and December 2026. These disbursements will occur on an as-needed basis, but no more than monthly, contingent upon the review and approval by the City staff of appropriate documentation that the funds have been spent toward the construction of the Project as defined above. Appropriate documentation shall include but not be limited to Applications for Payment from the General Contractors and invoices from vendors and other professionals associated with the project.

3.4. *Retainage*

- 3.4.1. An amount equal to 10% of the total grant award, or three hundred thousand dollars (\$300,000) will be retained by the City until the project achieves 100% construction completion of the residential units as documented by a Certificate of Occupancy issued by the City's Building Official.

3.5. *Pre-Disbursement Conditions*

- 3.5.1. Prior to the execution of this Agreement, and as a condition precedent to any disbursement of funds under the terms herein, CRHA shall provide to the City a detailed list of milestones, activities, and deliverables for each phase of the South First Street Phase Two redevelopment project.

3.5.2. *This list shall encompass, but not be limited to, the following phases:*

- a. Predevelopment Completed (November 2024): All preparatory work was completed, all necessary permits were secured, and financing arrangements were finalized.
- b. Financial Closing and Construction Start (December 2024) is scheduled to take place in December 2024. This includes the execution of financial agreements and the commencement of construction activities. If the construction of the buildings within the Project does not begin on or before December 31, 2024, Exhibit A (the MOA) (Memorandum of Agreement) will

expire, and the city will not have any obligation to the CRHA or its assigns. The CRHA can request a one-time 90-day extension in writing, and this request must be filed with the City Manager's Office by certified mail no later than December 1, 2024.

- c. Construction Completed (December 2026): Final construction deliverables, occupancy permits, and initial tenant placements. The CRHA and the Signatory Entities shall make commercially reasonable efforts to complete construction and equipping of the Improvements no later than December 2026 (the "Completion Date"), which may be extended due to force majeure or other reasons approved by the City Manager.
- d. The CRHA or the assigned Signatory Entities: establish a budget for the construction of the project and submit it to the city for review. The City will write to the CCDC and/or the CRHA within ten (10) business days after receipt of the Budget whether it has any concerns. After the Budget is reviewed and the City has responded to the Recipient, all subsequent changes to the Budget shall likewise be subject to review and comment by the City.
- e. Comply with all applicable federal, state, and local laws and secure all plans, approvals, bonds, and permits as necessary or appropriate for the construction of the Improvements and the occupancy thereof.
- f. Encourage contractors and sub-contractors during the construction of the Project to provide employment opportunities for City residents, and to that end, may work closely with the City of Charlottesville Office of Economic Development and the Central Virginia Partnership for Economic Development and the Virginia Workforce Center to support the recruitment, screening, and training residents and public housing residents within the City of Charlottesville is encouraged.

3.6. *Preconditions, General*

No City official or employee shall disburse any Grant proceeds authorized herein this Ordinance unless and until the Recipient has furnished all of the following documents to the City for the Project:

- 1. Evidence of HUD Approval: copies of all written approvals required from the Department of Housing and Urban Development for the Project, specifically including, without limitation: HUD's approval of the Recipient's applications seeking approval of a Mixed Finance Development and for approval of a Demolition/Disposition of Recipient's property.
- 2. Documents of Record: copies of each of the following fully executed documents, or written notice given to the city identifying the deed book and page number at which the documents are recorded in the land records of the Charlottesville Circuit Court (if the documents are required to be recorded):
 - a. Memorandum of the Ground Lease for the Project (fully executed) along with a fully executed copy of the Ground Lease for the Project.
 - b. HUD Declaration of Trust/Restrictive Covenants for the Project.
 - c. The Regulatory and Operating Agreement executed for the Project by and among the members of the entity that is the Project Owner.
 - d. A copy of the Consolidated Annual Contributions Contract (ACC), number P-5513, dated August 30, 1996, and all amendments thereto.

- e. Fully executed Mixed-Finance Development Certifications and Assurances (HUD) for the Project.
- f. Fully executed Extended Use Agreement executed by the Project Owner for and in connection with the LIHTC Tax Credit Program.
- 3. Construction Contract and Schedule: a copy of the contract for construction executed between the Project Owner and the General Contractor for Construction, and a copy of the approved Construction Schedule that will be implemented by the Construction Contractor.
- 4. Building Permit: evidence that a building permit for the Project has been approved and issued consistent with the Contract and Schedule provided to city staff.
- 5. The Budget for the Project.

Section 4. Effective Date and Administrative Procedures

- 4.1. This ordinance shall take effect immediately upon adoption.
- 4.2. *Administrative Procedures for Annual Subsidy*
 - 4.2.1. The City Manager, in consultation with the City Assessor and the Treasurer, shall establish administrative forms and procedures by which CRHA may request and receive the annual subsidy authorized by the Memorandum of Agreement and/or this Ordinance.

Section 5. General Grant Conditions

- 5.1. *Compliance with Government Requirements.*
 - 5.1.1. In all its actions and activities undertaken to provide for the construction, management, and operation of the Project, the Recipient shall comply with:
 - a. Any Recovery Agreement entered into between the Recipient and the Department of Housing and Urban Development on or after July 1, 2020.
 - b. The 1958 Cooperation Ordinance between CRHA and the City, as amended.
 - c. The Consolidated Annual Contributions Contract (ACC), number P-5513, dated August 30, 1996, and all amendments thereto.
 - d. The Ground Lease between CRHA and the Project Owner.
 - e. The Declaration of Trust/Restrictive Covenants for the Project.
 - f. The Regulatory and Operating Agreement between CRHA and the Project Owner.
 - g. HUD's Mixed-Finance Development Certifications and Assurances for the Project.
 - h. Any other legal obligations and requirements imposed on the Project, or any aspect of the Project, as a result of any federal or state law, regulation, grant ordinance, any City ordinance, or by the Memorandum of Agreement.
- 5.2. *Project Approval.*
 - 5.2.1. By its adoption of this Ordinance, the City Council approves the Project for which the Grant Funds are awarded and requests the Recipient to construct and operate the Project.

5.2.2. Before the Recipient gives final approval to the Budget for the Project, the Recipient shall hold at least one public hearing to receive the views of residents of the City of Charlottesville. The Recipient shall cause public notice to be given at least 10 days prior to the public hearing, by publication in a newspaper having a general circulation within the City of Charlottesville, as required by Va. Code §36-19.2.

5.3. *Public Disclosure of Ordinance Documents.*

5.3.1. The Recipient acknowledges and understands that this Ordinance, and all related public proceedings and records, shall be open to the inspection of any citizen or any interested person, firm, or corporation, in accordance with the Virginia Freedom of Information Act (Va. Code §2.2-3700 et seq.) and the Virginia Public Procurement Act (Va. Code §2.2-4300 et seq.) to the extent that either of those laws applies.

5.4. *No Waivers.*

5.4.1. No failure on the part of the City to enforce any provision(s) of this Ordinance shall be construed as or deemed to be a waiver of the right to enforce such terms or conditions. No waiver by the City of any breach or failure to perform by the Recipient shall be construed as or deemed to be a waiver of any other and/or subsequent breach or failure to perform.

5.5. *Severability.*

5.5.1. If any term, provision, or condition of this Ordinance, or the application thereof to any person or circumstance, shall be held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of this Ordinance, and the application of any term, provision, or condition contained herein, to any person or circumstance other than those to which it has been held invalid or unenforceable, shall not be affected thereby.

5.6. *No Other Understandings.*

5.6.1. There are no understandings or agreements between the City and the Recipient, other than those set forth within this Ordinance, and the provisions of this Ordinance supersede all prior conversations, discussions, correspondence, memoranda, or other communications between or among any employees or officials of the City and the Recipient.

5.7. *Notices.*

5.7.1. All notices required by this Ordinance shall be given in writing, and shall be deemed to be received on the date that is either:

- a. Five (5) business days after being mailed by first-class mail, postage prepaid, return receipt requested, or
- b. One (1) business day after being placed for next-day delivery with a nationally recognized overnight courier service, or
- c. The same date on which the notice is delivered by hand to the city.

5.7.2. All notices shall be addressed as follows:

- a. If given to the city: to the City Manager, with a copy to the City Attorney, each to: 605 East Main Street, Second Floor, City Hall (P.O. Box 911), Charlottesville, Virginia, 22902.
- b. If given to the Recipient: to Charlottesville Redevelopment and Housing Authority, Attention: Executive Director, 500 South 1st Street, Charlottesville, Virginia, 22902.

5.8. *Authorized Signatures.*

- 5.8.1. The Clerk of Council shall provide a certified copy of this Ordinance, along with a written Grant Acceptance Form approved by the City Attorney. The Grant Acceptance Form shall be signed by a duly authorized officer, member, or agent of CRHA, the CCDC, and the Project Owner.

Section 6. Repeal of Conflicting Ordinances

- 6.1. All ordinances or parts of ordinances that are in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 7. Publication and Distribution

- 7.1. The City Clerk is hereby authorized and directed to cause this ordinance to be published and distributed as required by law.

Approved by Council
July 15, 2024

Kyna Thomas, MMC
Clerk of Council

**MEMORANDUM OF AGREEMENT FOR PUBLIC FUNDING TO THE
CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY FOR THE
CONSTRUCTION OF AFFORDABLE FOR-RENT HOUSING UNITS LOCATED AT
707-713 SIXTH STREET, CHARLOTTESVILLE, VIRGINIA IN A NOT-TO-EXCEED
AMOUNT OF THREE MILLION DOLLARS (\$3,000,000.00) FOR HOUSEHOLDS OF
LOW AND MODERATE AREA MEDIAN INCOME LEVELS.**

This MEMORANDUM OF AGREEMENT (this “MOA” or this “Funding Agreement” or this “Agreement”) for a single-time and purpose financial commitment for the Sixth Street Phase One Redevelopment is entered into as of _____ day of _____, 2024, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation and political subdivision of the Commonwealth of Virginia (the “City”), and **CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia (“CRHA” or the “Grantee”), and CRHA’s entities, and the Project’s Owner, i.e., **CHARLOTTESVILLE COMMUNITY DEVELOPMENT CORPORATION**, a Virginia non-profit corporation (“CCDC”), and **SIXTH STREET PHASE ONE, LLC** collectively referred to in this Agreement as the “Signatories” or as “Signatory Entities.”

SECTION 1: RECITALS AND TERMS OF FUNDING AGREEMENT

WHEREAS, CRHA has requested a total funding commitment of \$3,000,000 (three million dollars) inclusive in support of CRHA and its Sixth Street Phase One Redevelopment Project located at 707-713 Sixth Street, Charlottesville, Virginia (the “Property”).

WHEREAS the Project now and shall maintain the purpose of using public funding to subsidize the construction of for-rent affordable housing to be occupied by low—and moderate-income households; and the production of new housing for persons of low and moderate-income is a public purpose and use for which the General Assembly has authorized public funds to be expended. Such production is a governmental function of concern to the Commonwealth of Virginia.

WHEREAS, pursuant to Virginia Code §15.2-958, the City of Charlottesville may make grants or loans to the owners of residential rental property occupied, or to be occupied, following construction, by persons of low or moderate income.

WHEREAS, pursuant to the City’s Charter, Sec. 50.7, Powers Relating to Housing and Community Development, the City shall have the power to make grants and loans of funds to the benefit of low- or moderate-income households to further a public purpose.

WHEREAS the City as a political subdivision of the Commonwealth, organized and operating under the laws of the Commonwealth; and CRHA having the purposes and authority within Virginia Code Title 36, Chapter 1 (Housing Authorities Law), and the City, acting by and through its City Council, is authorized to make grants or loans to CRHA to enable or assist CRHA to carry out its purposes.

WHEREAS, pursuant to Virginia Code § 36-19.2, the city has entered into this Agreement with the CRHA for its Project.

WHEREAS the redevelopment of existing public housing sites and the provision of additional affordable housing units that will be committed for rental to persons of low and moderate income align with the aims of the City's Affordable Housing Plan and its Strategic Outcome Area: housing.

WHEREAS, CRHA is planning the redevelopment of its property located at 707-713 Sixth Street, funded by Low Income Housing Tax Credit (LIHTC) program funding, loans, private donations, and a grant of local funding from the City of Charlottesville.

WHEREAS, CRHA has requested the City award a grant of funding to subsidize the costs of producing new units of residential rental property occupied, or to be occupied, following construction, by persons of low and moderate-income, said undertaking being described in CRHA's Mixed Finance Development Proposal submitted to the Department of Housing and Urban Development, referred to as "Sixth Street Phase One,"

WHEREAS the City is willing to provide the requested local funding, subject to specific certifications, assurances, and binding obligations as set forth in this MOA.

WHEREAS, considering the City's funding for the Project, CRHA has agreed to give certifications and assurances and to enter certain binding obligations, as set forth within this MOA.

NOW, THEREFORE, for and in consideration of the Project and undertakings of the Signatories of this MOA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Signatories hereto hereby covenant and agree as follows: the City Council hereby agrees that that local public funding is approved, subject to the following conditions:

SECTION 1 PUBLIC PURPOSE OF CITY GRANT AND TERMS OF AGREEMENT

Under the terms of this Agreement, this funding commitment shall be in the form of a grant of City funding ("Grant Funds") that is at this moment authorized for the following:

A. Preconditions, General

1. Evidence of HUD Approval: copies of all written approvals required from the Department of Housing and Urban Development for the Project, specifically including, without limitation: HUD's approval of Recipient's applications seeking approval of a Mixed Finance Development and for approval of a Demolition/Disposition of Recipient's property.
2. Documents of Record: copies of each of the following fully executed documents, or written notice given to the City identifying the deed book and page number at which the documents are recorded in the land records of the Charlottesville Circuit Court (if the documents are required to be recorded):
 - a. Memorandum of the Ground Lease for the Project (fully- executed) along with a fully executed copy of the Ground Lease for the Project.
 - b. HUD Declaration of Trust/ Restrictive Covenants for the Project.

Sixth Street Phase One Redevelopment Project Grant Agreement

- c. The Regulatory and Operating Agreement executed for the Project by and among the members of the entity that is the Project Owner;
- d. A copy of the Consolidated Annual Contributions Contract ("ACC"), number P-5513, dated August 30, 1996, and all amendments thereto.
- e. Fully executed Mixed-Finance Development Certifications and Assurances (HUD) for the Project
- f. Fully executed Extended Use Agreement executed by the Project Owner for and in connection with the LIHTC Tax Credit Program.
- g. Construction Contract and Schedule: a copy of the contract for construction executed between the Project Owner and the General Contractor for Construction, and a copy of the approved Construction Schedule that will be implemented by the Construction Contractor.
- h. Building Permit: evidence that a building permit for the Project has been approved and issued.
- i. The Budget for the Project.

B. The Grantee shall provide the following project documentation:

- 1. The Signatories agree to provide a signed memo detailing the project timeline and milestones. This document shall outline the key stages of the project and associated deadlines, ensuring transparency and accountability throughout the duration of the project.
- 2. The CRHA shall furnish written correspondence, outlining the request as detailed and reported in the staff report. This correspondence shall serve to formalize the communication between the Signatories and ensure clarity regarding the scope and objectives of the project.
- 3. The Signatories shall submit a comprehensive project budgetary analysis/statement. This document shall provide a detailed breakdown of anticipated expenses, funding sources, and financial projections related to the project. It will enable a thorough evaluation of the project's financial feasibility and resource allocation.
- 4. The Signatories shall provide an updated Community Engagement Summary Report reflecting activities up to the date preceding this allocation request. This report shall document all community engagement efforts undertaken, including outreach events, stakeholder consultations, and feedback received from residents and stakeholders.

C. Purpose of Funds: to support the construction of new for-rental housing units within the Project, as more specifically described herein below, and to support the redevelopment of affordable residential units within the Project into residential rental units over a period of no less than fifteen (15) years or the expiration of the initial compliance period applicable to the Project under the Low-Income Housing Tax Credit Program ("LIHTC"), whichever first occurs.

D. Accounting: The Grantees are responsible for maintaining adequate supporting records that document the expenditure of the funds in accordance with this MOA.

E. Return of Grant Funds: The Grantees will return to the City of Charlottesville any funds not expended if the City Council makes a demand following a determination that the Grantees have not met the specific terms and conditions specified within this MOA.

SECTION 2: REPRESENTATIONS AND WARRANTIES; REMEDIES FOR BREACH

(A) CRHA's Charlottesville Community Development Corporation ("CCDC") and Sixth Street Phase One, LLC (the "Project Owner") shall, through their duly authorized officers, members, or agents, execute a written acceptance of the terms and conditions of this MOA.

(B) No sub-agreements of any type or form, verbal or written, shall be entered into without advance written notice to the City. They shall be communicated in writing and, upon approval of the City Manager, attached as an amendment to this agreement. No subsequent or subordinate agreement between any third party, service provider, or vendor shall effectuate a material change order to the funding amount, the disbursement schedule, or any rights reserved by the City.

(C) As part of that written acceptance, each entity shall verify that they have made the following representations and warranties to the City, each of which is a material representation and warranty that has induced the City to make this Grant:

1. The CCDC is the Developer of the Project.
2. Grant Funds provided to support the production of affordable residential rental units shall be used or expended exclusively for costs and expenditures expressly authorized within Section 3, Paragraph (A), herein below.
3. In the event of a breach of this warranty, in addition to any other remedies available to the City, CRHA and the CCDC shall be jointly and severally obligated to repay the City all amount(s) used or expended in breach of this warranty. All amounts to be repaid to the City shall be due and owing to the City within thirty (30) days after the written notice of breach unless the CCDC or CRHA cures the violation within the 30-day period. (Due Date: 30 days after the date of the notice).
4. If the City does not receive payment in full within 30 days, then. In that case, the City shall not make any additional disbursement(s) of Grant Funds referenced within Section 3 (A) of this MOA, and the City shall have the right to institute proceedings to collect the amounts due under this paragraph.
5. Following construction completion, each of the residential units within the Project shall be reserved for rental by low—and moderate-income individuals throughout a term ("Affordability Period") that is co-extensive with the term of a long-term ground lease entered into between CRHA, as landlord, and the Project Owner, as tenant ("Ground Lease").
 - a. Subject to HUD approval, the Ground Lease shall contain the following terms and conditions: for the first forty (40) years of the term of the Ground Lease, the demised premises described therein shall be used exclusively for residential purposes and related amenities; after that, in addition to residential uses previously established within the Project, the premises may also be used for commercial purposes. CRHA shall not amend the Ground Lease to modify or delete the provisions required by this paragraph, except with the advance written notice to the City.

- b. In the event of a breach of this warranty, in addition to any other remedies available to the City, the City shall give written notice to CRHA and the Project Owner. If the breach is not cured within thirty (30) days after the date of such notice, the City shall not thereafter make any additional payment(s) of Grant Funds under Section 3(B) of this MOA and/or subsequent amendment if applicable.

On the date on which construction of the Project is complete:

6. The Project shall include no fewer than 47 units of Public and/or Affordable Housing legally obligated to be operated in accordance with Va. Code §36-22 and/or federal public housing requirements, under either Section 8 or Section 9 of the US Housing Act of 1937 including, without limitation, a Declaration of Trust/ Restrictive Covenants recorded in the land records of the City; and
7. In addition the Project shall contain no fewer than 47 for-rent affordable dwelling units in a 4-story apartment building. The units will range from 0% AMI to 60% AMI, including 9 one-bedroom, 26 two-bedroom, and 12 three-bedroom units. In furtherance to this, all 47 units will be reserved for occupancy by persons having a household income at or below sixty-percent (60%) of Charlottesville's Area Median Income.
 - a. For purposes of this paragraph (C), the term "legally obligated" refers either to a land use restriction imposed within an instrument recorded in the land records of the Charlottesville Circuit Court or to a grant assurance or obligation given to the Department of Housing and Urban Development, the Virginia Department of Housing and Community Development, Virginia Housing or another federal or state public agency or funding source.
 - b. In the event of a breach of the warranties set forth in this paragraph (C), in addition to any other remedies available to the City, the City shall give written notice of a breach to CRHA and the Signatory Entities. If the violation is not cured within thirty (30) days after the date of such notice, the City shall not thereafter make any additional payment(s) of Grant Funds under Section 3 (B) of this MOA.

(D) CRHA payments in lieu of taxes (PILOT)

1. CRHA will continue to make annual payments in lieu of taxes (PILOT) to the City, in accordance with the Cooperation Agreement entered between the City and CRHA, dated May 13, 1958, as amended, provided that any residential units within the Project that are owned by an entity other than CRHA or CCDC will not be part of the PILOT calculation.

(E) CRHA Sustainability Plan:

1. The CRHA shall adhere to its 2023 Sustainability Plan and any approved updates to said plan. In the event of any updates, CRHA shall demonstrate through the revised plan the levels at which it and the Project Owner will establish and provide operational funding, capital, and other reserves to ensure the continued use of all residential units within the Project as affordable rental units for a minimum period of 40 years from the Commencement Date of the Ground Lease for the Project.

2. If the 2023 Sustainability Plan as presented to the Council separately before this agreement should change, CRHA shall provide an updated Plan to the City Council upon the Council's request. The Plan, whether original or updated, shall be submitted in writing, and presented at a public meeting for the Council's discussion and consideration.

(F) Miscellaneous:

1. The City shall have all rights to compel the performance of these warranties by CRHA, the Signatory Entities, and to collect any payments due to the City through legal action initiated within a court having jurisdiction within the City of Charlottesville, Virginia and/or the State of Virginia.
2. Interest shall accrue at the rate of six (6) percent per annum on all amounts due and owing to the City pursuant to this Section 2 from the Due Date until paid.
 - c. No forbearance by the City in exercising any right or remedy afforded either by this MOA or by the laws of the Commonwealth of Virginia shall constitute a waiver of or preclude the exercise of any such right or remedy. The rights and remedies set forth within this MOA are cumulative, and the City's use of any one right or remedy shall not preclude or waive its right to use any or all other remedies. All rights and remedies are in addition to any other rights the City may have by law, statute, MOA, or otherwise.
 - d. Throughout the fifteen (15) year initial compliance period of the LIHTC program, the Project Owner will promptly notify the City of its receipt of any notice or determination stating that the Project does not comply with the requirements of the LIHTC program and shall provide a copy of any such notice or determination to the City Attorney, and the Office of Community Solutions.

SECTION 3: FUNDING, AUTHORIZATIONS, AND DISBURSEMENT TERMS

- (A) Pursuant to the terms of this MOA, the City commits to providing a grant in the not-to-exceed amount of six million dollars (\$3,000,000) in support of the Project.

This grant is intended to subsidize the production of new residential rental units for occupancy by low and moderate-income individuals. The following disbursement schedule outlines the conditions and timelines for the allocation of these funds, ensuring compliance with the designated purposes of soft costs, programmatic and operational support, and construction-related expenses.

- (B) Disbursement Guidelines: Supporting materials must be provided to the applicable city, housing, compliance, legal, finance, and executive staff for review and approval. In furtherance to these stated parameters, CRHA agrees that the remaining balance of the award shall be used strictly for hard costs for the redevelopment of the Project. For this MOA, hard costs shall be taken to mean at least direct expenses related to the physical construction of the project, including materials, labor, equipment, and fixtures.

1. **Soft Costs Limitation:** Up to the not-to-exceed amount of ten percent (10%) of the total award, three hundred thousand dollars (\$300,000), is allocated towards soft costs associated

with the Project. For the purposes of this MOA, soft costs shall be taken to mean costs that are indirect or intangible expenses that support the construction project but do not directly impact the construction process, including planning, administration, legal fees, insurance, and property management. Note this not-to-exceed amount of three hundred thousand dollars (\$300,000) shall be used without limitation towards the cost of plans and specifications, surveys and estimates of cost and revenues, the cost of engineering; in addition, not more than 10%(e.g., \$30,000/ thirty-thousand dollars) of which shall not be used for environmental assessment and mitigation, soil testing if completed 120-days before or after the date of signature of this MOA, legal and other professional services, expenses incident to determining the feasibility or practicability of the project.

2. **Construction and Development Costs:** The remaining balance of the award, after allocations for soft costs have been deducted, shall be disbursed between December 2024 and December 2026. These disbursements will occur on an as-needed basis, but no more than monthly, contingent upon the review and approval by the City staff of appropriate documentation that the funds have been spent toward the construction of the Project as defined above. Appropriate documentation shall include but not be limited to Applications for Payment from the General Contractors and invoices from vendors and other professionals associated with the project.
3. **Retainage:** An amount equal to 10% of the total grant award, or three hundred thousand dollars (\$300,000) will be retained by the City until the project achieves 100% construction completion of the residential units as documented by a Certificate of Occupancy issued by the City's Building Official.
4. **Pre-Disbursement Conditions:** Prior to the execution of this Agreement, and as a condition precedent to any disbursement of funds under the terms herein, CRHA shall provide to the City a detailed list of milestones, activities, and deliverables for each phase of the Sixth Street Phase One redevelopment project.

This list shall encompass, but not be limited to, the following phases:

- a. Predevelopment Completed (November 2024): All preparatory work was completed, all necessary permits were secured, and financing arrangements were finalized.
- b. Financial Closing and Construction Start (December 2024) is scheduled to take place in December 2024. This includes the execution of financial agreements and the commencement of construction activities. If the construction of the buildings within the Project does not begin on or before December 31, 2024, this MOA (Memorandum of Agreement) will expire, and the city will not have any obligation to the CRHA or its assigns. The CRHA can request a one-time 90-day extension in writing, and this request must be filed with the City Manager's Office by certified mail no later than December 1, 2024.
- c. Construction Completed (December 2026): Final construction deliverables, occupancy permits, and initial tenant placements. The CRHA and the Signatory Entities shall make commercially reasonable efforts to complete construction and equipping of the Improvements no later than December 2026 (the "Completion Date"), which may be extended due to force majeure or other reasons approved by the City Manager.
- d. The CRHA or the assigned Signatory Entities: establish a budget for the construction

of the project and submit it to the city for review. The City will communicate in writing to the CCDC and/or the CRHA within ten (10) business days after receipt of the Budget whether it has any concerns. After the Budget is reviewed and the City has responded to the Recipient, all subsequent changes to the Budget shall likewise be subject to review and comment by the City.

- e. Comply with all applicable federal, state, and local laws and secure all plans, approvals, bonds, and permits as may be necessary or appropriate for the construction of the Improvements and the occupancy thereof.
- f. Encourage contractors and sub-contractors during the construction of the Project to provide employment opportunities for City residents, and to that end, may work closely with the City of Charlottesville Office of Economic Development and the Central Virginia Partnership for Economic Development and the Virginia Workforce Center to support the recruitment, screening, and training residents and public housing residents within the City of Charlottesville is encouraged.

(C) Other City Subsidies: In addition to the funding approved in Section 3(A), above, the City Council also hereby approves an annual recurring subsidy to induce CRHA, CCDC, and the Project Owner to undertake and complete the Project and as an inducement for the Project Owner to operate the Project pursuant to the terms of this Ordinance.

1. The amount of the annual subsidy shall be the dollar amount of the real estate taxes assessed and billed to the Project owner for each tax year (January 1 - December 31).
2. This subsidy shall be available with respect to the Project for a total of fifteen (15) tax years, beginning with the first tax year in which the Project Owner receives a real estate assessment and bill for the Project, or until the expiration of the LIHTC initial compliance period, whichever first occurs.
3. Notwithstanding the foregoing, the subsidy shall not be payable by the City within any tax year in which the household incomes of renters, and maximum rents, of residential units within the Project are not in compliance with income and rent requirements set forth within the Extended Use Agreement executed by the Project Owner for and in connection with the LIHTC Tax Credit program.
4. The annual subsidy shall be paid as a grant by the City to CRHA. CRHA agrees to provide said grant funds to CCDC, which will in turn provide a loan of those funds to the Project Owner for use in the development and operation of the Project in compliance with the terms of this Ordinance.
 - a. While recognizing that it is not empowered under Virginia law to make any binding commitment beyond the current fiscal year of the City, it is the current intention of the Council to make sufficient annual appropriations to fund the annual subsidy for which Grant Funds are approved under this Section 3 (B).

To that end, the City Manager or other officer charged with the responsibility of preparing the City's budget shall include in the proposed budget for each fiscal year of the City a request that the Council appropriate sufficient amounts to cover the annual subsidy referenced within this Section 3 (B).

- b. If at any time during any fiscal year of the City, the amount appropriated in the City's annual budget is insufficient to pay the annual subsidy referenced within this Section 3 (B), then the City Manager or other officer charged with the responsibility of preparing the City's budget shall submit to the Council, as promptly as practicable, a request for a supplemental appropriation sufficient to cover the deficit.

(D) The payment of any Grant is dependent upon:

1. CRHA or its assigns making an investment in the Property no later than the Completion Date and providing the City and the City Manager or designee with reasonable evidence of the amount of such Investment, and evidence of continued compliance with the other requirements of the Investment in the Property, including, if requested by the City Manager or designee, copies of invoices that were paid.
2. CRHA or its assigns and any subsequent owner or owners of all or any portion of the Property agreeing not to contest any increase in assessed value for the Property for any year on which a Grant is based.
3. To the extent that the assessed value of the Property is decreased for any reason during the term of this Agreement, the amount of Grant shall be reduced by the tax decrease based on the decrease in Incremental Increased Value.
4. No Grant shall be paid so long as any taxes of any kind is due and owing to the City by the Developer or subsequent owner or owners of all or any portion of the Property remain unpaid or if the assessed value for the Property is being contested. The CRHA or assigned Signatory Entities agree to pay all taxes due to the City in a timely manner.

(E) While recognizing that it is not empowered under Virginia law to make any binding commitment beyond the current fiscal year of the City, it is the current intention of the Council to make sufficient annual appropriations during the term of this Agreement to fund all financial obligations of the City Manager or designee hereunder. To that end, the Council has directed the City Manager or other officer charged with the responsibility of preparing the City's budget to include in the proposed budget for each fiscal year of the City during the term of this Agreement a request that the Council appropriate the amounts due under this Agreement during such fiscal year.

(F) If at any time during any fiscal year of the City, the City Manager or designee or the Developer determines that the amount appropriated in the budget is insufficient to pay such funds when due that fiscal year, then the City Manager (or other officer charged with the responsibility of preparing the City's budget) shall submit to the Council at the next scheduled meeting of the Council or as promptly as practicable, a request for a supplemental appropriation sufficient to cover the deficit.

(G) This Agreement shall not create a joint venture or any relationship of agency, employer-employee, or contractor between any of the Signatories of this Agreement.

(H) The CRHA reserves the right to approve any assignment of this Agreement by the Signatory Entities to any individual or entity and, the ownership interests of any such entity must be disclosed to the City Manager or designee. Any change in the organizational structure of CRHA and/or Signatory Entities shall also be subject to approval by the City Manager or designee. Any such assignee shall be bound by all the terms and conditions of this Agreement, including but not limited to the Investment amounts and other requirements set forth in this Agreement.

Sixth Street Phase One Redevelopment Project Grant Agreement

- (I) The covenants of the City Manager or designee as stated in this Agreement shall not be interpreted to establish any pledge, security interest, lien, or other encumbrance on the property of the City and/or the City Manager or designee. All obligations of the City Manager or designee hereunder are contingent upon the satisfaction and continued performance by the Developer of its obligations set forth in paragraph numbered 1 above and the appropriation and receipt of funding from the City.
- (J) This Agreement shall be governed by the laws of the Commonwealth of Virginia, and, in the event of litigation, jurisdiction, and venue shall be in the Circuit Court of the City of Charlottesville, Virginia, and all legal actions involving this Agreement shall be brought only in such court. All Signatories hereto agree that in the event of any action brought to enforce the terms and provisions hereof, the prevailing party shall be entitled to reimbursement of reasonable attorney's fees and court costs. All Signatories to this Agreement have standing to enforce any covenants, terms, provisions, and agreements set forth herein.
- (K) This Agreement is the entire agreement between the Signatories hereto, sets forth all of promises, agreements, conditions, and understandings between the Signatories respecting the subject matter hereof, and supersedes all prior and contemporaneous negotiations, conversations, discussions, correspondence, memoranda, and agreements between the Signatories concerning such subject matter.
- (L) This Agreement is subject to modification only by written agreement signed by all Signatories hereto and all notices required under this Agreement shall be given in writing, and shall be deemed to be received five (5) business days after being mailed by the first class mail, postage prepaid, return receipt requested, or one (1) business day after being placed for next day delivery with a nationally recognized overnight courier service, or upon receipt when delivered by hand, addressed as follows:

If to the City Manager or designee, to:

The City Manager: Samuel Sanders Jr. City of Charlottesville, Virginia
c/o Office of Community Solutions, Director and/or Housing Program Manager
P.O. Box 911 Charlottesville, Virginia 22902

With a copy to:

City Attorney, City of Charlottesville
P.O. Box 911 Charlottesville, Virginia 22902

If to the Developer or Signatory Entities, to:

c/o John Sales, Executive Director
Charlottesville Redevelopment and Housing Authority (CRHA)
PO Box 1405, Charlottesville, VA 22902

With a copy to

Delphine G. Carnes, Esq.
Delphine Carnes Law Group, PLC
101 W. Main Street
Norfolk, VA 23510

Sixth Street Phase One Redevelopment Project Grant Agreement

- (M) This Agreement may be executed, via facsimile or email and, in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument. This Agreement shall be binding upon and inure to the benefit of the Signatories hereto and their respective successors and assigns.
- (N) If any provision of this Agreement is determined to be unenforceable, then the remaining provisions of this Agreement shall be interpreted as in effect as if such unenforceable provisions were not included therein. Each of the Signatories to this Agreement represents that it is fully authorized to enter and that it will be bound by, this Agreement.
- (O) The provisions of this Agreement are intended to and shall survive closing, the delivery of any deed or other instrument, and any other event.

IN WITNESS WHEREOF, the Signatories hereto have executed this Agreement to be effective as the date _____ of _____, 20____.

***** Signatures to Follow *****

Sixth Street Phase One Redevelopment Project Grant Agreement

ACCEPTED/ AGREED BY RECIPIENT(S):

BY: CHARLOTTESVILLE COMMUNITY DEVELOPMENT CORPORATION,
a Virginia corporation, **and**

BY: SIXTH STREET PHASE ONE, LLC
a Virginia limited liability company, and its Sole Member:

CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY,
a political subdivision of the Commonwealth of Virginia

_____(Printed)

Executive Director, Charlottesville
Redevelopment and Housing Authority /
President, Sixth Street Phase One, LLC
and Charlottesville Community
Development Corporation

_____(Signature)

Date: _____

Executive Director, Charlottesville
Redevelopment and Housing Authority /
President, Sixth Street Phase One, LLC
and Charlottesville Community
Development Corporation

ACCEPTED AND AGREED BY CITY OF CHARLOTTESVILLE:

_____(Printed)

City Manager

_____(Signature)

Date: _____

City Manager

LEGAL REVIEW AND CONFORMANCE AS TO FORM:

_____(Printed)

City Attorney's Office

_____(Signature)

Date: _____

City Attorney's Office

FINANCE REVIEW

_____(Printed)
Dept. of Finance

Date: _____

_____(Signature)
Dept. of Finance

Date: _____

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



Agenda Date:	July 15, 2024
Action Required:	Approve Ordinance
Presenter:	Alexander Ikefuna, Director, Office of Community Solutions
Staff Contacts:	Taylor Harvey-Ryan, Grants Program Manager Samuel Sanders, Jr., City Manager Krisy Hammill, Director of Budget Alexander Ikefuna, Director, Office of Community Solutions
Title:	Ordinance to authorize a forgivable loan to Virginia Supportive Housing for Premier Circle PSH - \$750,000 for redeveloping 405 Premier Circle into 80 permanent affordable units (1 of 2 readings)

Background

The Virginia Supportive Housing (VSH) is proposing to redevelop a property located at 405 Premier Circle, on Route 29. This is a Low-Income Housing Tax Credit (LIHTC) project.

Discussion

This proposal would potentially pre-empt the tendency for the property to slip to another buyer, which could result in market rate or commercial development. The project is a mixed income project and would provide 80 permanent affordable housing units for very low-income households; 12 units at less than 40% AMI, and 68 units at incomes between 40% and 50% AMI. The project currently has funding shortfall of \$1.5 million dollar. The City and Albemarle County have agreed to split the funding gap in half and staff is requesting the City Council to approve a resolution appropriating \$750,000 from the Capital Improvement Plan Contingency Account to the Virginia Supportive Housing (VSH) to enable the redevelopment of the Premier Circle. The Piedmont Housing Alliance (PHA) owns the land, but VSH is the developer. The project cost is estimated at approximately \$24 million. The City Council approved \$186,722 for this project in FY 2023 under the Charlottesville Affordable Housing Fund (CAHF) allocation process. Construction is scheduled to start in May 2024. On January 22, 2024, the City Council approved a resolution appropriating \$750,000 to help Virginia Supportive Housing to bridge the funding gap for the redevelopment of the Premier Circle PSH.

Alignment with City Council's Vision and Strategic Plan

This request aligns with the following:

Provisions in the 2021 Affordable Housing Plan.

2023 adopted Comprehensive Plan Guiding Principles

Equity & Opportunity – All people will be able to thrive in Charlottesville.

Community Culture and Unity – Charlottesville’s rich and diverse culture and form will be celebrated, and the entire community will feel welcomed, valued, and respected.

2023 City Council Strategic Plan Framework:

Housing - Charlottesville defines access to livable housing as a human right and works to ensure housing choices and mobility are provided for all who seek it through implementation of the Affordable Housing Plan.

Partnerships - Charlottesville creates avenues for meaningful collaborations with partners and key stakeholders, such as the County, UVA, and nonprofits, to magnify positive community outcomes.

Community Engagement

There have been several community engagement meetings and activities conducted as part of the comprehensive plan update and affordable housing planning process. City staff has also been engaged with the development partners on a regular basis regarding funding activities, including exploring ways to spur affordable housing for individuals experiencing homelessness.

Budgetary Impact

The cost for this request is \$750,000, which is already budgeted in the CIP contingency account and appropriated by the City Council on January 22, 2024.

Recommendation

The City Manager and Staff recommend that the City Council approve the ordinance to support the use of \$750,000 by the Virginia Supportive Housing for the development of the Premier Circle project. The agreement between the City and County to bridge the funding gap is a clear indication of community-wide interest to collectively solve the housing problem for individuals experiencing homelessness.

Staff recommends approval of the ordinance with permission for the City Manager to make recommended edits to the agreement as necessary to fulfill the purpose of the agreement. Staff also recommends permission for the City Manager to execute the agreement between the City and Virginia Supportive Housing.

Motion "I move that the City approve the ordinance to support the use of \$750,000 by Virginia Supportive Housing for the development of Premier Circle with permission for the City Manager to execute any amendments recommended by the City Attorney"

Alternatives

Council may elect not to approve the ordinance, which would have a negative effect on the City’s goal of meeting affordable housing for households in need and individuals experiencing homelessness.

Attachments

1. VSH Ordinance(rv)

ORDINANCE
AUTHORIZING A FORGIVABLE LOAN TO VIRGINIA SUPPORTIVE
HOUSING TO SUPPORT THE PREMIER CIRCLE PROJECT FOR THE
PURPOSE OF PRODUCING NEW HOUSING UNITS FOR HOMELESS
PERSONS AND VERY LOW- INCOME HOUSEHOLDS

WHEREAS, the production of new housing units for homeless persons and very low-income households is a public purpose and use for which public money may be spent, and such production is a governmental function of concern to the Commonwealth of Virginia; and

WHEREAS, pursuant to Virginia Code §15.2-958 the City of Charlottesville may, by ordinance, make grants or loans to the owners of residential rental property occupied, or to be occupied, following construction, by homeless persons and households of very-low income, for the purpose of producing such property; and

WHEREAS, Virginia Supportive Housing (“VSH”) is a private, nonprofit 501(c)(3) organization (corporation) organized and operating under the laws of the Commonwealth of Virginia, having as its mission to end homelessness by providing permanent housing and supportive services; and

WHEREAS, VSH is developing the Premier Circle project at 405 Premier Circle, on Route 29, in Albemarle County that will have 77 studio apartments and 3 one-bedroom apartments with supportive services, such development to be funded by Low Income Housing Tax Credits, private donations, grants, and local government funding from the County of Albemarle and the City of Charlottesville; and

WHEREAS, the Premier Circle project will be a mixed-income community with a blend of units for homeless and very low-income households from Albemarle County, the City of Charlottesville, and the surrounding region; and

WHEREAS, VSH has requested the City of Charlottesville (the “City”) to award local public funding for the Premier Circle project, in an amount sufficient to subsidize the projected cost of constructing the required public infrastructure for the Project as well as the construction of very low-income affordable units, the City desires to make a Forgivable Loan to VSH pursuant to and in consideration for VSH’s activities in compliance with this agreement, to be approved by the City; and

NOW, THEREFORE, BE IT ORDAINED by the Charlottesville City Council that local public funding in the amount of seven-hundred-fifty-thousand-dollars (\$750,000) is hereby approved for Virginia Supportive Housing to support the Premier Circle Project, subject to the following terms and conditions, which shall be set forth within a written agreement that shall be executed by duly authorized agents of the City and Virginia Supportive Housing (“Loan Agreement” or “Agreement”):

Section 1. Public purpose of the Loan

This Forgivable Loan is provided to Virginia Supportive Housing (“Recipient” or “VSH”) for the public purposes of providing for construction of eighty (80) affordable housing units; 77 studio apartments and 3 one-bedroom apartments with supportive services, at the Premier Circle Project (“Project”) located at 405 Premier Circle, on Route 29, Albemarle County, Virginia.

The Project shall be diligently prosecuted by the Recipient, to the end that, upon completion of construction, **one hundred percent (100%) of the dwelling units within the Project will be for occupancy or rental by homeless persons and very low-income households, for a period not less than ninety-nine (99) years.** Of the eighty (80), twelve (12) units will be rented to household at less than forty (40) percent area median income (AMI), and sixty-eight (68) will be rented to households between forty (40) and fifty (50) percent AMI.

Section 2. Representations and Warranties by the Recipient

To induce the City to make the Loan, Recipient makes the following as its representations and warranties to the City:

- (A) Recipient is a corporation organized under the laws of the Commonwealth of Virginia, active and in good standing as of the date of its execution of this Agreement.
- (B) Recipient is a nonprofit 501(c)(3) organization whose 501(c)(3) status remains in effect as of the date of its execution of this Agreement.
- (C) Recipient will use its best efforts to ensure the Loan funds will be used only for the public purposes referenced in Section 1. Recipient may expend the Loan funds itself, or Recipient may loan the funds to a third party who is legally obligated to use the funds only for the public purpose referenced in Section 1.
- (D) Recipient shall in good faith take all measures necessary to ensure that one hundred percent (100%) of the dwelling units constructed within the Project will be Rental Affordable Units for homeless persons and very low-income households, for households earning 50% or less of the Area Median Income (AMI).
- (E) To the best of its knowledge, the Piedmont Housing Alliance (the “Landowner”) currently owns all right, title and interest in and to the land comprising the development site of the Project, and Recipient has verified that the Landowner does not intend to transfer or convey title to any such land to any third party.

- (F) Recipient will execute any and all documents reasonably requested by the City to finalize the Forgivable Loan authorized by this Ordinance, including, without limitation, any note, deed of trust, security agreement or guaranty.
- (G) The representations set forth within paragraphs (A) through (F) preceding above are material provisions of this Agreement.

Section 3. Authorized Expenditures; Budget

- (A) The Project is a mixed-income development that will provide eighty (80) permanent affordable units for very low-income households for residents of Charlottesville and the surrounding counties. Of the eighty (80) units, seventy-seven (77) will be studio apartments and three (3) one-bedroom apartments, all with supportive services. Of the eighty (80) units, twelve (12) will be completely accessible for persons with disabilities, and two (2) units will feature equipment for individuals with sensory impairments. The entire building will be designed to meet Virginia's Housing's Universal Design Standards.
- (B) The City will provide \$750,000 in Forgivable Loan proceeds. Loan proceeds may be expended as follows:
- i. **Up to \$750,000.00 shall be expended for site work (demolition of existing buildings, grading, erosion, and sediment control measures, etc.), the installation, construction or reconstruction of public streets (inclusive of sidewalk, curb and stormwater, landscaping), utilities, and park(s) essential to the Project ("Public Infrastructure" or "Public Infrastructure Construction"), and for construction of eighty (80) new affordable housing units for rental to low-income households residing in the Thomas Jefferson Planning District Commission region.**
 - ii. **Up to \$75,000 (ten (10) percent) may be used for soft costs.**
- (C) Construction will commence in November 2024 and be diligently prosecuted by Recipient to completion.
- (D) [Reserved.]
- (E) The Budget shall establish stand-alone line items for Public Infrastructure Construction. The Budget shall also include line items for a Construction Contingency Amount, soft costs, and other reserves acceptable to the City.

Section 4. Disbursement of Loan Proceeds

(A) Preconditions, General

Prior to the first disbursement of any Loan proceeds for expenses incurred pursuant to Section 3 above, the Recipient shall furnish all of the following documents to the City, in a form acceptable to the City in all respects, for the City's approval:

- i. A Public Infrastructure Plan: providing for construction of public streets, sidewalks, curb and gutter, utilities, stormwater, landscaping, park, and street lights ("Public Infrastructure") for the Project, prior to commencement of construction of any building(s) or structure(s) within the Project site, or providing for the phased construction of Public Infrastructure, by (a) delineating sections within the Project in which infrastructure will be constructed in coordination with housing that will be served by that infrastructure, (b) within each delineated section, establishing a schedule for completion of construction of the Public Infrastructure, within that section in relation to the completion of construction and occupancy of dwelling units within that section; (c) providing a Cost Estimate establishing the cost of constructing the Public Infrastructure in each section.
- ii. A Construction Schedule that implements construction of the Rental Affordable Units to be completed by March 2026.
- iii. The Budget required by Section 3, above.

If the above-referenced documents demonstrate the adequacy of the Budget to complete the Public Infrastructure and the Rental Affordable Units, and if the Construction Schedule is realistic, then the City's approval shall not unreasonably be withheld.

(D) Execution of Loan Instruments

This Loan is in the amount of the total disbursements made by the City to the Recipient, pursuant to Section 3(B)(i) and (ii) preceding above. Disbursement shall be made up to the Loan maximum specified in Section 3(B)(i) and (ii), above. All disbursements shall be added to the principal of the Loan, and interest at the rate of this Loan shall accrue thereon from the date each disbursement is made. The City shall not disburse any loan proceeds to the Recipient unless and until the Recipient has executed and delivered to the City all documents or legal instruments deemed by the City to be necessary to effectuate the Loan and to secure the City's ability to enforce the requirements of this Loan Agreement. The following terms and conditions are

material to the City's agreement to enter into this Loan Agreement and shall be requirements of this Agreement enforceable in accordance with this Loan Agreement as well as through any documents or legal instruments that effect and secure the Loan of public funds to the Recipient:

- (i) Deferred Payment Loan; Payment Date. This Loan shall be a deferred payment loan. The deferral period shall commence on the Commencement Date specified in subparagraph (iii), below, and shall expire at midnight on December 31 of the fortieth (40th) calendar year thereafter ("Deferral Period"). Interest shall accrue during the Deferral Period, in the amount specified in subparagraph (iv) following below.
- (ii) Each Disbursement of funds made by the City to the Recipient shall constitute loan proceeds (individually and collectively, the "Loan") of the Loan that is the subject of this Agreement. The term of the Loan shall be forty (40) years, commencing on the date of the final disbursement of Loan proceeds by the City to the Recipient pursuant to this Agreement ("Commencement Date"). If the Project is completed and operated continuously in accordance with the requirements of this Agreement and the Master Affordable Housing Covenant, and any amendments thereto, throughout the entire Deferral Period (i.e., continuously from the Commencement Date through the expiration of the Deferral Period) then the Loan shall be forgiven. Recipient will grant to the City, as security for the Loan, an assignment of its subordinate interest in the project, which secures its Sponsor Loan to the Project Owner. The assignment shall be subordinate to loans from VHDA or any federal agency.
- (iii) Interest shall accrue on outstanding amounts of the Loan, at the annual rate of three percent (3%), beginning on the Commencement Date specified in (iii), above. If the Project is completed and operated continuously in accordance with the requirements of this Agreement and the Master Affordable Housing Covenant, and any amendments thereto, throughout the entire Deferral Period referenced in paragraph (ii) preceding above (i.e., continuously from the Commencement Date through the expiration of the Deferral Period) then the accrued interest shall be forgiven.
- (iv) Payment. All Loan proceeds disbursed to the Recipient shall immediately become due and owing to the City in full, in each case following any applicable notice and cure period:

- a. on the date of any Uncured Event of Default on the Loan;
- b. upon the insolvency or dissolution of the Recipient;

- c. on the date of any foreclosure; or
 - d. upon the sale or transfer of the property, or any portion(s) thereof, to any person other than a related entity, or other assignee, who has been approved by the City in advance. For purposes of this Agreement, the term “related entity” means any transferee that is controlled by the Recipient, the Landowner, or both.
- (v) For so long as the City Loan proceeds are the Project, Recipient, on behalf of itself and its heirs, successors and assigns (collectively, “Owner”) agree that, prior to the first refinancing of the senior lien debt, or prior to the next new tax credit financing (but subject to any senior lender approvals, in their sole discretion, if such new tax credit financing does not include a refinancing of the senior debt) it will propose an Affordability Analysis to the City for the City’s review and approval. The Affordability Analysis will determine and detail if any qualified tenants have incomes permitted under the federal low income housing tax credit program that are in excess of one hundred thousand dollars (\$100,000) and the Owner will agree either (a) to escrow such rents that exceed thirty percent (30%) of such tenants’ income above \$100,000 and to use such reserves when sufficient and with the approval of the City to target deeper income restrictions on future tenancies of the other restricted units by providing a rental subsidy to such tenants, or (b) to propose further income restriction to the other restricted units to the reasonable satisfaction of the City.
- (vi) **Default.** If any Event of Default shall occur pursuant to this Project Loan Agreement and is not cured within sixty (60) days from the date that written notice of such Event of Default is given by the City to the Recipient or such longer period as was reasonably necessary for cure, provided the Recipient requested an extension prior the expiration of the 60-day cure period and the City approved the request in writing (“Uncured Event of Default”, the Loan shall immediately become due and payable in full to the City. Each of the following shall constitute an Event of Default:
- a. Use of Loan funds for any purpose(s) other than those articulated within Section One of this Ordinance;
 - b. Failure to comply with the terms and conditions of this Loan Agreement that apply to Project;

- c. Failure to comply with the requirements of the Master Affordable Housing Covenant, and any amendments thereto, as it may be amended, or any phase-specific replacement covenant thereto;
- d. Failure to perform any of Recipient's obligations under this Loan Agreement with respect to construction of the Public Infrastructure or construction of units of housing within Project;
- e. Failure to perform any of Recipient's obligations under the Master Affordable Housing Covenant, and any amendments thereto, as it may be amended or any phase-specific replacement covenant thereto;
- f. A successful legal challenge initiated by the Landowner, VSH, NHT Communities or any Project Owner, asserting that the Master Affordable Housing Covenant, and any amendments thereto, is invalid or unenforceable, in whole or as applied to such person;
- g. Failure to perform as required by any document that secures this Loan;
- h. Failure of Recipient to give the City notice of any anticipated sale of all or any portion of the Project to any person that is not controlled by the Recipient, the Landowner, or both and who will use it for any purpose other than that specified within Section 1 of this Agreement;

(vii) **Remedies for Default.** If Recipient fails to pay the Loan or fails to cure any Event of Default prior to the end of the 30-day notice period, the City may invoke foreclosure of this Loan Agreement or any other remedy allowed by the Loan Agreement, any document related to this Loan, or by the laws of the Commonwealth of Virginia. All of the City's rights and remedies are distinct and cumulative to any other rights and remedies under this Agreement, or otherwise at law, and may be exercised concurrently, independently, or successively.

(viii) **No Waiver.** No forbearance by the City in exercising any right or remedy hereunder, or otherwise afforded by Virginia law, shall constitute a waiver of, nor shall forbearance preclude the exercise of, any right or remedy.

Section 5. General Terms and Conditions

(A) **Non-Appropriations Condition:** The obligations of the City as to any funding beyond the end of Fiscal Year 2025 (June 30, 2025) are expressly made subject to the availability of and appropriation by the City Council of sufficient public funds to support continued performance of this agreement by the City in succeeding fiscal years. When public funds are not appropriated or are otherwise unavailable to support continuation of payment(s) by the City to Recipient in a subsequent fiscal year, the City's obligations hereunder shall automatically expire, without liability or penalty to the City. Within a reasonable time

following City Council's adoption of a budget, the City shall provide the Recipient with written notice of any non-appropriation or unavailability of funds affecting this Loan agreement.

- (B) Assignments. The City reserves the right to approve in advance any assignment of this Agreement by the Recipient to any individual or entity, and the ownership and membership of any such entity must be disclosed to the City. Any change in the Recipient's organizational structure, and any change in the Recipient's status or Recipient's relationship to the Landowner, the Project Owner shall also be subject to approval by the Authority. Any such assignee shall be bound by all the terms and conditions of this Agreement.
- (C) Public Disclosure of Agreement Documents: The Recipient acknowledges and understands that this agreement, and all related public proceedings and records, shall be open to the inspection of any citizen or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Va. Code §2.2-3700 et seq.) and the Virginia Public Procurement Act (Va. Code §2.2-4300 et seq.) to the extent that either of those laws applies.
- (D) No Waiver of Rights: No failure on the part of the City to enforce any of the terms or conditions set forth in this agreement shall be construed as or deemed to be a waiver of the right to enforce such terms or conditions. No waiver by the City of any default or failure to perform by the Recipient shall be construed as or deemed to be a waiver of any other and/or subsequent default or failure to perform. The acceptance of the performance of all or any part of this Agreement by the City, for or during any period(s) following a default or failure to perform by the Recipient, shall not be construed as or deemed to be a waiver by the City of any rights hereunder, including, without limitation, the City's right to terminate this Agreement.
- (E) Force Majeure. All dates in this Agreement shall be extended for a period of time equal to the period of any delay directly affecting such date which is caused by fire, earthquake or other acts of God, strike, lockout, acts of public enemy, riot, insurrection, pandemic, disease, work shortages, acts beyond the control of the parties, declared state of emergency or public emergency, government mandated quarantine or travel ban, government shutdown or governmental regulation. All federal extensions permitted due to any pandemic, declared state of emergency or public emergency, government mandated quarantine or travel ban, or any other similar event, shall also apply to the dates in this Loan Agreement.

- (F) Severability: In the event that any term, provision, or condition of this Agreement, or the application thereof to any person or circumstance shall be held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, and the application of any term, provision or condition contained herein to any person or circumstance other than those to which it has been held invalid or unenforceable, shall not be affected thereby.
- (G) Governing Law: This Agreement shall be governed by the laws of the Commonwealth of Virginia, and, in the event of litigation, jurisdiction and venue shall be in the Circuit Court of the City of Charlottesville, Virginia, and all legal actions involving this Agreement shall be brought only in such court. All parties hereto agree that in the event of any action brought to enforce the terms and provisions hereof, the prevailing party shall be entitled to reimbursement of reasonable attorney's fees and court costs. All parties to this Agreement have standing to enforce any covenants, terms, provisions, and agreements set forth herein.
- (H) Entire Agreement: This Agreement is the entire agreement between the parties hereto, sets forth all of promises, agreements, conditions, and understandings between the parties respecting the subject matter hereof and supersedes all prior and contemporaneous negotiations, conversations, discussions, correspondence, memoranda, and agreements between the parties concerning such subject matter.
- (I) Authorized City Signature: By its approval of this ordinance, the Charlottesville City Council authorizes the Charlottesville City Manager to execute Agreements to effectuate the requirements herein on its behalf.
- (J) Amendments. Except as otherwise specified within Section 5(E) of this Ordinance, the City Manager is hereby authorized to modify terms and conditions set forth within this Ordinance, without Council review and approval, but only if such amendment(s) do not materially modify: (i) the number of affordable dwelling units to be provided by Recipient, or the length of the Affordability Period, or (ii) the dollar amount(s) of the Loan, as set forth within Section 3(B) of this Agreement. Any amendments of the terms referenced in clauses (i) – (ii) preceding above within this paragraph must be approved by ordinance of City Council in the same manner as this Agreement.
- (K) Notices. All notices required under this Agreement shall be given in writing, and shall be deemed to be received five (5) business days after being mailed by first class mail, postage prepaid, return receipt requested, or one (1) business day after being placed for next day delivery with a nationally recognized overnight courier service, or upon receipt when delivered by hand, addressed as follows: (i) if given to the City—to the City Manager, with a copy to the City Attorney, each to: 605 East Main Street, Second Floor, City Hall (P.O.

Box 911), Charlottesville, Virginia, 22902, or (ii) if given to the Recipient—to Virginia Supportive Housing, Attention: Executive Director, Piedmont Housing Alliance, Attention: Executive Director, 1900 Cool Lane, Suite B, Henrico, VA 23223, with a copy to Lauren Nowlin, Williams Mullen, 200 South 10th Street, Suite 1600, Richmond, VA 23219, and a copy to the Project Lender at an address provided by the Recipient.

AND BE IT FURTHER ORDAINED BY THIS CITY COUNCIL THAT the City Manager is hereby authorized to execute a Loan Agreement containing the terms and conditions consistent with those set forth within this Ordinance, and other documents and instruments necessary to complete this Loan transaction, subject to approval by the City Attorney's Office as to the form of all such documents and instruments.

EXHIBIT A

Legal Description of Property (Premier Circle Project)

ALL THOSE CERTAIN LOTS OR PARCELS OF LAND SITUATED IN ALBEMARLE COUNTY ON U.S. ROUTE 29, NORTH OF CHARLOTTESVILLE, VIRGINIA, BEING SHOWN AND DESIGNATED AS LOT 6 AND LOT 7, A PLAT OF WILLIAM S. ROUDABUSH, INC., DATED JANUARY 1, 1980, AND RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ALBEMARLE COUNTY, VIRGINIA IN DEED BOOK 797, PAGE 249.

TOGETHER WITH AND SUBJECT TO THE RIGHTS TO USE THE 50' ACCESS EASEMENT AS INDICATED ON SAID PLAT AND GRANTED BY DEED RECORDED IN DEED BOOK 899, PAGE 333

BEING THE SAME REAL ESTATE CONVEYED TO TIOTA, LTD., A VIRGINIA CORPORATION BY DEED FROM THE ROCHESTER COMMUNITY SAVINGS BANK, A NEW YORK BANKING CORPORATION DATED APRIL 1, 1991, RECORDED APRIL 1, 1991 IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ALBEMARLE COUNTY, VIRGINIA IN DEED BOOK 1146, PAGE 326.

ALSO DESCRIBED AS:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, WITH IMPROVEMENTS THEREON AND APPURTENANCES THERETO, LYING IN THE COUNTY OF ALBEMARLE, VIRGINIA, CONTAINING 3.749 ACRES, MORE OR LESS, BEING TAX MAP PARCEL 61M-6 AS SHOWN ON A PLAT OF SURVEY ENTITLED "ALTA/NSPS LAND TITLE SURVEY OF 3.749 ACRES FRONTING U.S. ROUTE 29, IN THE COUNTY OF ALBEMARLE, VIRGINIA" BY TIMMONS GROUP DATED JANUARY 28, 2021, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD SET ALONG THE NORTH SIDE OF U.S. ROUTE 29, SOUTH BOUND LANE, APPROXIMATELY 55' SOUTHWEST FROM THE CENTERLINE OF PREMIER CIRCLE AT ITS PERPENDICULAR INTERSECTION WITH U.S. ROUTE 29, SAID POINT BEING THE POINT OF BEGINNING; THENCE WITH THE NORTH SIDE OF U.S. ROUTE 29, S 35°20'15" W 110.00' TO AN IRON ROD SET;

THENCE CONTINUING WITH THE NORTH LINE OF U.S. ROUTE 29, S 35°21'38" W 188.58' TO AN IRON ROD SET ON THE EAST LINE OF THE 29 GROUP, LLC, TAX MAP PARCEL 61W-1-C-4;

THENCE DEPARTING THE NORTH SIDE OF U.S. ROUTE 29 AND WITH THE 29 GROUP, LLC, N 29°47' 08" W 233.61' TO AN IRON ROD FOUND, A CORNER ALSO TO THE 29 GROUP, LLC, BEING TAX MAP PARCEL 61W-1-C-3;

THENCE WITH THE 29 GROUP, LLC (TAX MAP PARCEL 61W-1-C-3), N 29°47' 08" W 71.52' TO AN IRON ROD FOUND, A CORNER AGAIN TO THE 29 GROUP, LLC, BEING TAX MAP PARCEL 61W-1-C-2;

THENCE WITH THE 29 GROUP, LLC (TAX MAP PARCEL 61W-1-C-2), N 29°47' 08" W 96.82' TO AN IRON ROD FOUND, A CORNER TO THE 29 GROUP, LLC, TAX MAP PARCEL 61W-1-C-6;

THENCE WITH THE 29 GROUP, LLC (TAX MAP PARCEL 61W-1-C-6), N 29°47' 08" W 45.18' TO AN IRON ROD FOUND, A CORNER TO CHALLENGER WAY, LLC, TAX MAP PARCEL 61W-1-C-1;

THENCE WITH CHALLENGER WAY, LLC, N 29°47' 08" W 164.66' TO A CONCRETE MONUMENT FOUND, A CORNER TO LITTLE SISTER, LLC, TAX MAP PARCEL 61W-1-C-5, AND HELEN D. GELLING, TAX MAP PARCEL 61M-1-24;

THENCE WITH GELLING AND BENJAMIN KARL & CARLY ERIN SAMS, TAX MAP PARCEL 61M-1-23, N 65°13' 11" E 184.50' TO AN IRON ROD FOUND, A CORNER TO 106 COMMONWEALTH CIRCLE, LLC, TAX MAP PARCEL 61M-1-22;

THENCE WITH 106 COMMONWEALTH CIRCLE, LLC, N 65°13' 11" E 145.21' TO AN IRON ROD FOUND, A CORNER TO THOMAS M. & PAULA DALY HAUGHEY, TAX MAP PARCEL 61M-1-21;

THENCE WITH HAUGHEY, N 65°13' 11" E 104.87' TO AN IRON ROD FOUND, A CORNER TO CASTULO GAITAN, TAX MAP PARCEL 61M-1-20;

THENCE WITH GAITAN, TAX MAP PARCEL 61M-1-20, N 65°13' 11" E 147.95' TO AN IRON ROD SET ON THE SOUTH LINE OF ANDERSON, ET AL;

THENCE ALONG THE WEST EXTENT OF PREMIER CIRCLE, PARCEL 'X', ALSO BEING A 50' ACCESS EASEMENT, A CURVE TO THE LEFT, HAVING A RADIUS OF 251.10',

A LENGTH OF 182.14', A DELTA ANGLE OF 41° 33' 34", AND WHOSE LONG CHORD BEARS S 44° 26' 23" W A DISTANCE OF 178.17' TO AN IRON ROD SET;

THENCE CONTINUING ALONG THE WEST EXTENT OF PREMIER CIRCLE, S 23° 39' 36" W 108.65' TO AN IRON ROD FOUND;

THENCE CONTINUING ALONG THE WEST EXTENT OF PREMIER CIRCLE, A CURVE TO THE LEFT, HAVING A RADIUS OF 190.00', A LENGTH OF 259.73', A DELTA ANGLE OF 78° 19' 21", AND WHOSE LONG CHORD BEARS S 15° 30' 05" E A DISTANCE OF 239.97' TO AN IRON ROD SET;

THENCE CONTINUING ALONG THE WEST EXTENT OF PREMIER CIRCLE, S 54° 39' 45" E 55.00' TO AN IRON ROD SET;

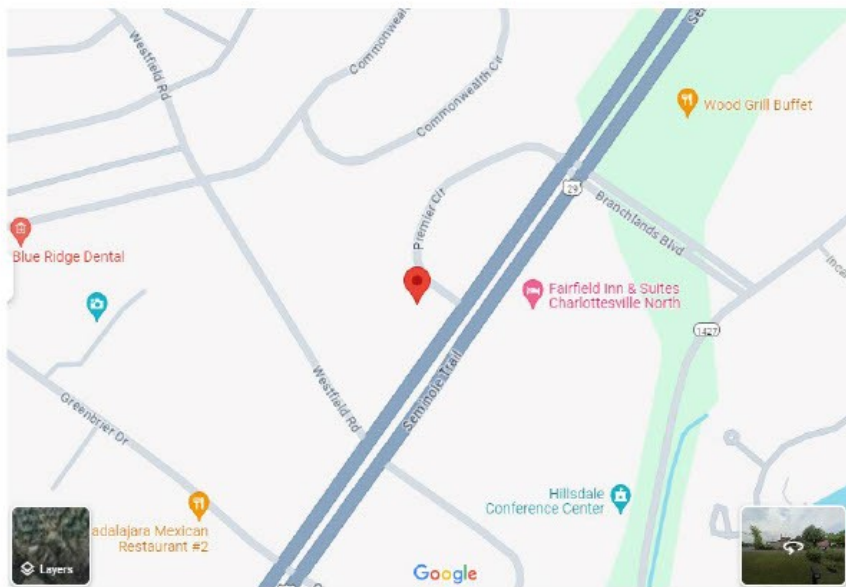
THENCE CONTINUING ALONG THE WEST EXTENT OF PREMIER CIRCLE, A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00', A LENGTH OF 47.12', A DELTA ANGLE OF 90° 00' 00", AND WHOSE LONG CHORD BEARS S 9° 39' 45" E A DISTANCE OF 42.43' TO THE POINT OF BEGINNING;

CONTAINING 3.749 ACRES.

Exhibit B

Premier Circle Location Map

Premier Circle PSH Location Map



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



Agenda Date:	July 15, 2024
Action Required:	Approve resolution
Presenter:	Chris Engel, Director of Economic Development
Staff Contacts:	Chris Engel, Director of Economic Development
Title:	Resolution of Financial Support for 501 Cherry Avenue Redevelopment Project

Background

Piedmont Housing Alliance (PHA) and Woodard Properties are partnering to develop the site at 501 Cherry Avenue in the city into a mixed-use, affordable residential community. The site is a consolidation of five (5) parcels – nearly 1.4 acres – that contain the former IGA grocery store which had long been an anchor for the community. The development will be composed of two (2) buildings offering a total of 71 affordable rental apartments, a neighborhood-scale grocery store, and a community-focused facility for a local nonprofit.

This partnership emerged from advocacy by the Fifeville Neighborhood Association (FNA). The association worked with the City of Charlottesville to create the *Cherry Avenue Small Area Plan* in March 2021. This plan establishes a clear vision and recommendations for the Cherry Avenue corridor and surrounding Fifeville neighborhood. PHA, Woodard Properties, and FNA have since been working collaboratively on the 501 Cherry site as it represents a unique opportunity for the area.

Discussion

PHA is pursuing funding from multiple sources in an effort to fully capitalize the project. These include Low Income Housing Tax Credits, VA Department Housing of Community & Development loans, a Federal Capital Magnet Fund grant and a traditional mortgage. In the interest of helping support the creation of additional affordable housing opportunities, the City is also being requested to provide support. In March of 2024, a commitment to provide rental assistance was approved by council. PHA is now requesting that the city commit to pursue a performance agreement or similar tool that shares a portion of the incremental increase in real estate tax created by the improvements contemplated for this site in the form of an annual grant for a specified period of years. This resolution of intent will assist in completing the capital needed to commence the project.

Alignment with City Council's Vision and Strategic Plan

This item supports the Housing and Economic Prosperity elements of the Strategic Plan Framework.

Community Engagement

The *Cherry Avenue Small Area Plan* had considerable public input and engagement. Further, the Fifeville Neighborhood Association has continued to provide input into the project along with the property owners.

Budgetary Impact

There is no immediate budgetary impact. Should a performance agreement be executed in the future, the city will forgo some portion of the increase in real estate tax due to the project.

Recommendation

Staff recommends approval of the resolution

Alternatives

Attachments

1. 501 Cherry Ave Resolution to Pursue Financial support 071524

RESOLUTION

Financial Resolution Supporting 501-A Cherry Avenue and 501-B Cherry Avenue (501 Cherry Avenue site)

Parcel Numbers: 290177000, 290178000, 290178100, 290178200, 290179000

NOW, THEREFORE BE IT RESOLVED that the Council of the City of Charlottesville, Virginia hereby commits to pursue a performance agreement or similar tool that shares a portion of the incremental increase in real estate tax created by the improvements contemplated for this site in the form of an annual grant for a specified period of years. The grant will support the redevelopment of the overall 501 Cherry Avenue project site (includes 501-A Cherry Avenue and 501-B Cherry Avenue) and the commitment will specifically help to subsidize the creation of approximately 71 newly constructed affordable housing units at the 501 Cherry Avenue project, in the City of Charlottesville. The funding will be documented pursuant to the required forms and agreements of the City. This commitment will be made to Piedmont Housing Alliance.

Approved by Council
July 15, 2024

Kyna Thomas, CMC
Clerk of Council

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



Agenda Date:	July 15, 2024
Action Required:	Approval of Memorandum of Agreement (MOA) - City of Charlottesville
Presenter:	Steven Hicks, Director of Public Works
Staff Contacts:	Steven Hicks, Director of Public Works
Title:	Resolution to enact a Memorandum of Agreement (MOA) between City of Charlottesville and Virginia Department of Transportation (VDOT)

Background

For years now, the City has suffered - for many reasons - with the quality of management of our locally administered transportation program in partnership with VDOT. The City has been aware of the challenges for some time with the execution of our deliverables on-time and on-budget.

The City is designated as DEFICIENT for not being able to deliver projects on-time and on-budget. As a result, VDOT required the City to submit a Projects Development Improvement Plan (PDIP) known as a corrective action plan that was approved by VDOT in January 2024. Part of the PDIP is VDOT's new Locality Sustained Performance Program (LSPP). The LSPP review is based on each locality's ability to meet the performance targets for three metrics:

1. On-Time
2. Reasonable Progress
3. Fiscal Management.

In the PDIP, the City has also expressed interest in returning locally administered project oversight to VDOT for projects mutually agreeable. The City is in the final phase of developing a Memorandum of Agreement (MOA) should the City choose to transfer certain City's projects for VDOT's oversight. It should be noted, VDOT will require Council approval of a VDOT/City Project Agreement specific to each City project that VDOT manages.

Discussion

The following are the key points of the MOA:

- The purpose of this MOA is to establish communication and coordination procedures between the City and VDOT in instances where VDOT has agreed to administer/lead in administration of specific projects located within the bounds of the City.

- The City and VDOT are jointly committed to improving roadway safety, including pedestrian and bicyclist safety, and we will work collaboratively in the planning, design, and construction of transportation projects.
- For the City, effectiveness is also measured by transportation planning and design that includes consideration of City objectives and emphasizes Urban Design, including multimodal transportation.
- VDOT acknowledges Urban Design elements are necessary and appropriate in the City and that the City will receive incremental, time constrained opportunities for staff and the citizenry to participate in scoping, planning, design, and construction of projects administered by VDOT located within the City's urban environment.
- VDOT Administer the Public Involvement process in accordance with the VDOT Public Involvement Manual. This includes administration of design public hearings. On a project-by-project basis, VDOT will collaborate with the City to determine if a community member information meeting(s) may be used in the public involvement process.
- VDOT facilitate the Right of Way acquisition process on behalf of the City and to the extent it is necessary for VDOT to engage in Right of Way acquisition for a project, VDOT will do so in accordance with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and related regulations and VDOT Right of Way Manual.
- VDOT will be responsible for social, equity, economic, and environmental effects of transportation projects during the planning, development, and construction of transportation projects.
- City to review and provide input and feedback to VDOT relating to construction pick lists/options and special provisions, for incorporation in the terms of contract proposals developed by VDOT. Specifically, provide input and feedback relating to items, materials, aesthetic design features, and acceptable construction items to be included in contract special provisions at project scoping, and throughout development, but in no case other than unforeseen conditions, beyond contract advertisement.
- City upon completion of a project's public hearing, provide a City Council hearing approval resolution. If approval is withheld, denied, or deferred by City Council beyond two consecutive public readings, projects may be brought before the Commonwealth Transportation Board for project cancelation at VDOT's discretion.
- The City acknowledges that upon City Council's consent and approval of a project's public hearing, that a project's scope, schedule, and estimate will only be revised in the event VDOT determines such revision is required.
- Either Party may elect to terminate this MOA by providing 90-day written notice to the other Party, however in the event of any such termination, the terms of this MOA shall continue to apply to any project that is underway at the time of termination unless otherwise agreed by the Parties.

Alignment with City Council's Vision and Strategic Plan

The MOA aligns with Goal 6) **Organizational Excellence** with staff delivering excellent services to the community. Goal 8) **Transportation** by improving the City's transportation systems by providing modes of transportation that increase mobility options that are reliable and affordable for all. Goal 9) **Partnership** by creating meaningful collaborations with partners and key stakeholders, such as the Virginia Department of Transportation.

Community Engagement

Planning projects described within this presentation have their own elements of public and stakeholder engagement, as appropriate for the subject topic of each project.

Budgetary Impact

None

Recommendation

To approve and authorize the City Manager to sign and execute the City and VDOT MOA to allow the flexibility to have VDOT lead in the administration of specific projects on a case-by-case basis for City transportation projects.

Alternatives

None

Attachments

1. VDOT-Charlottesville Project Administration MOA
2. Resolution_VDOT MOA

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF CHARLOTTESVILLE AND
THE VIRGINIA DEPARTMENT OF
TRANSPORTATION**

This MEMORANDUM OF AGREEMENT (MOA) is hereby made and entered into as of the date of last execution, between the City of Charlottesville, Virginia (hereinafter “City”) and the Virginia Department of Transportation (hereinafter “VDOT”), (hereinafter collectively referred to as “the Parties”).

- I. **PURPOSE:** The purpose of this MOA is to establish communication and coordination procedures between the City and VDOT in instances where VDOT has agreed to administer/lead in administration of specific projects located within the bounds of the City.
- II. The City and VDOT are jointly committed to improving roadway safety, including pedestrian and bicyclist safety, and we will work collaboratively in the planning, design, and construction of transportation projects.

II. **STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

For the City and VDOT, effectiveness is achieved by transportation projects that are scoped, planned, designed, and constructed with appropriate engineering standards and safety considerations. And once complete, effectiveness is achieved by these same projects meeting eligibility for both City maintenance and future VDOT maintenance funding reimbursements.

For the City and VDOT, it is mutually beneficial to administer and deliver projects in a timely and cost-efficient manner.

For the City, effectiveness is also measured by transportation planning and design that includes consideration of City objectives and emphasizes Urban Design, including multimodal transportation.

VDOT acknowledges Urban Design elements are necessary and appropriate in the City and that the City will receive incremental, time constrained opportunities for staff and the citizenry to participate in scoping, planning, design and construction of projects administered by VDOT located within the City’s urban environment.

This MOA seeks to enhance coordination, cooperation and the mutual understanding of transportation project development and delivery between the Parties. It documents mutual agreement regarding specific time constraints and project development practices to be followed as a means to achieve these purposes (See Attachment A – Project Development Responsibilities).

In consideration of the above premises, the parties agree to the following Roles and Responsibilities:

III. **WHEN ADMINISTERING PROJECTS IN CHARLOTTESVILLE, VDOT SHALL:**

- A. Administer Federal-aid and VDOT highway funding allocated by the Commonwealth Transportation Board and function as the lead agency, with

more specific duties pursuant to that role being set forth herein and in the agreements executed by the Parties relating to the administration and implementation of specific projects (Project Agreement or Project Agreements).

- B. On a project-by-project basis, develop a Design Criteria table that is mutually acceptable to both the City and VDOT.
- C. Administer the Public Involvement process in accordance with the VDOT Public Involvement Manual. This includes administration of design public hearings. On a project-by-project basis, VDOT will collaborate with the City to determine if a community member information meeting(s) may be used in the public involvement process.
- D. Facilitate the Right of Way acquisition process on behalf of the City and to the extent it is necessary for VDOT to engage in Right of Way acquisition for a project, VDOT will do so in accordance with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and related regulations and VDOT Right of Way Manual.
- E. Be responsible for planning, location, scoping, design, and construction of safe and efficient transportation facilities that benefit the public.
- F. Include the City in project meetings routinely conducted from time to time related to scope kick off, Preliminary Field Inspection (PFI) plans submissions, Field inspections, Right of Way, Pre Advertisement for Construction (PAC) meetings and other project related meetings where City input may be required.
- G. Will be responsible for social, equity, economic, and environmental effects of transportation projects during the planning, development, and construction of transportation projects.
- H. Administer transportation projects as requested by the City, to the extent VDOT agrees in its sole discretion that a requested project benefits transportation and to the extent that VDOT determines in its sole discretion that significant benefit could be derived from VDOT's administration of the project.
- I. Establish and maintain points of contact with those who are delegated specific authority by the City to make transportation planning, design and construction decisions within mutually agreeable timeframes.
- J. Prepare acceptable design criteria that complies with agreed upon City and/or VDOT standards as determined by VDOT, and in doing so:
 - Document design exceptions.
 - At the earliest date possible, obtain sign-off from the City pertaining to the scoping and design criteria to be used for project development throughout the Engineering, Right of Way, and Construction phases of project development.

IV. THE CITY SHALL:

- A. Partner with VDOT in transportation project planning, scoping, design, and construction activities to facilitate efficient development and completion of the project and to ensure minimal changes throughout the process that could hinder or delay the project.
- B. On a project-by-project basis, participate in developing a Design Criteria table that is mutually acceptable to both the City and VDOT. Design criteria will identify variances between City and VDOT standards and document them with the VDOT project manager.
- C. As described in Attachment A - Project Development Responsibilities, establish and maintain points of contact for City decision makers. The City and VDOT will clearly designate those who will make transportation planning, scoping, design and construction decisions.
- D. Attend project meetings routinely conducted from time to time and related to scope kick off, PFI plans submissions, Field inspections, Right of Way, Pre- Advertisement for Construction (PAC) and all other project related meetings upon request from VDOT.
- E. Make transportation planning, scoping, design, and construction decisions within mutually agreeable timeframes.
- F. Provide formal and informal written responses, data, and information upon request from VDOT and at specific project check points and milestones to maintain overall project schedules and mitigate, to the greatest extent possible, budget increases.
- G. Maintain documentation of design exceptions in the City's project files for the life of the asset constructed.
- H. Advise VDOT on Maintenance of Traffic considerations throughout the project development process and at specific project checkpoints and milestones to maintain overall project schedules and mitigate to the greatest extent possible, budget increases.
- I. On a project by project basis, review contract documents and special provisions and provide comment to VDOT's contract section related to events, college activities, festivals, holidays, regular working hours, and night working hours for purposes of informing and developing mutually agreeable contract provisions that will provide for reasonable accommodation for such matters and issues.
- J. Review and provide input and feedback to VDOT relating to construction pick lists/options and special provisions, for incorporation in the terms of contract proposals developed by VDOT. Specifically, provide input and feedback relating to items, materials, aesthetic design features, and acceptable construction items to be included in contract special provisions at project scoping, and throughout development, but in no case other than unforeseen conditions, beyond contract advertisement.

- K. Upon completion of a project's public hearing, provide a City Council hearing approval resolution. If approval is withheld, denied or deferred by City Council beyond two consecutive public readings, projects may be brought before the Commonwealth Transportation Board for project cancellation at VDOT's discretion.
- V. The City acknowledges that upon City Council's consent and approval of a project's public hearing, that a project's scope, schedule, and estimate will only be revised in the event VDOT determines such revision is required.
- VI. The Parties agree and understand that: this MOA is intended to serve as a supplemental arrangement to address their overall cooperation relating to projects within the City to be administered by VDOT; this MOA contains the entire agreement and understanding of the Parties regarding the subject matter herein; and this MOA may not be amended, modified or discharged except by a written instrument signed by the Parties. Notwithstanding, the Parties agree that to the extent the terms of this MOA are not consistent with or conflict with the terms of any specific Project Agreement executed by the Parties relating to the administration and implementation of a project, the terms of the Project Agreement shall prevail.
- VII. VDOT's obligations pursuant to this MOA shall not be valid and enforceable unless funds are appropriated by the Virginia General Assembly and allocated by the Commonwealth Transportation Board.
- VIII. If any term or provision of this MOA or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this MOA, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of the MOA shall be valid and be enforced to the fullest extent permitted by applicable law.
- IX. The Parties mutually agree that no provision of this MOA shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this MOA or otherwise.
- X. The Parties mutually agree and acknowledge, in entering this MOA, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either Party, in their individual or personal capacity for a breach or violation of the terms of this MOA or to otherwise enforce the terms and conditions of this MOA.
- XI. Nothing in this MOA shall constitute or be construed as a waiver of either Party's sovereign immunity
- XII. Either Party may elect to terminate this MOA by providing 90-day written notice to the other Party, however in the event of any such termination the terms of this MOA shall continue to apply to any project that is underway at the time of termination unless otherwise agreed by

the Parties.

IN WITNESS WHEREOF, the Parties, intending to be bound, have caused this MOA to be executed by their duly authorized representatives:

VIRGINIA DEPARTMENT OF TRANSPORTATION: CITY OF CHARLOTTESVILLE

By: _____
 [Name] _____
Title: _____
Date _____

By: _____
 [Name] _____
Title: _____
Date: _____

ATTACHMENT A - Project Development Responsibilities

Project Milestone	City POC	VDOT POC	City Response Time	Full Activity Duration	Outcome
Project selection and Funding Application	Neighborhood Services Director	District Planner District Project Development Engineer (DPDE)	15 Business Days	Reference Culpeper Concept Guide	Mutually Agreed Upon Project/Application
Scoping Kick-Off	Public Works Director	District L&D Engineer	5 Business Days	10 Business Days	Mutually Agreed Upon Scope
Final Scope and PFI Plan Review	Public Works Director	District L&D Engineer	15 Business Days	20 Business Days	Mutually Acceptable Final Scope and 30% Plan Design
Approve Design Exceptions	City Engineer	District L&D Engineer	20 Business Days (Prior to Public Hearing)	25 Business Days (Prior to Public Hearing)	Mutually Agreed Upon Signed Exceptions
Scope Memo Signed by City	Neighborhood Services Director	DPDE	5 Business Days	10 Business Days	VDOT Scoping Activity Closed
Design Public Hearing/Design Approval	City Manager via Public Works Director	DPDE via District L&D Engineer	60 Business Days/ within 2 Consecutive Council Readings	10 Business Days	Council Consent as Recorded in Agenda Minutes

Project Milestone	City POC	VDOT POC	City Response Time	Full Activity Duration	Outcome
Tier 1 Right of Way Approval	Public Works Director	District Engineer via DPDE	15 Business Days	20 Business Days	Acceptable Right of Way Plans
Right of Way Acquisition	Right of Way Agent	Regional Right of Way Engineer	TBD Project-by-Project	N/A	All R/W Utilities Cleared
Utility(s) Relocation	Utilities Director	District L&D Engineer	TBD Project-by-Project	N/A	All Utilities Identified and Cleared
Pre-Advertisement Conference (PAC)	Public Works Director	District L&D Engineer	15 Business Days	20 Business Days	Acceptable 100% Design, Specifications, and Special Provisions
Tier 1 Construction Approval	Public Works Director	District Engineer via DPDE	15 Business Days	20 Business Days	Acceptable Plans Specifications, and Estimates for Advertisement
Pre- Construction Agenda Review	Public Works Director	Area Construction Engineer	5 Business Days	5 Business Days	Acceptable Agenda
Materials Review	Public Works Director	District Materials Engineer	5 Business Days	5 Business Days	Mutually Agreeable Materials

Construction Change orders	Public Works Director	Area Construction Engineer	5 Business Days	5 Business Days	Mutually Agreeable Change Orders Executed
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RESOLUTION

A RESOLUTION OF THE CHARLOTTESVILLE CITY COUNCIL TO ENACT A MEMORANDUM OF AGREEMENT BETWEEN CITY OF CHARLOTTESVILLE AND VIRGINIA DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Charlottesville has been unable to advance development of transportation projects funded by Virginia Department of Transportation primarily due to lack of sufficient project management staff; and

WHEREAS, these transportation projects will improve health and safety and benefit the City's transportation system; and

WHEREAS, transportation projects can be turned over to the Virginia Department of Transportation for project management, subject to the terms of a Memorandum of Agreement and a Project Agreement specific to the individual transportation project;

NOW THEREFORE BE IT RESOLVED that the Charlottesville City Council, this ____ day of _____, 2024, enacts the Memorandum of Agreement between the City of Charlottesville and the Virginia Department of Transportation.

This resolution shall be effective immediately.

	<u>Aye</u>	<u>No</u>
Payne		
Pinkston		
Snook		
Wade		
Oshrin		

Approved by Council
July ____, 2024

Kyna Thomas, MMC
Clerk of Council

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



Agenda Date:	July 15, 2024
Action Required:	Acceptance of the City's Right of Way Acquisition Procedures and Policy Manual and the Virginia Department of Transportation Right of Manual to include templates.
Presenter:	Steven Hicks, Director of Public Works
Staff Contacts:	Steven Hicks, Director of Public Works Lee Cooper
Title:	Resolution to accept Right of Way Acquisition and Eminent Domain/Quick Take Process and Procedures

Background

Successful right of way valuations and negotiations depend on three criteria: time management, cost containment, and a good relationship with the public. However, it is difficult to achieve all three objectives at once because of the complex nature of the process. While project plans, surveys, and construction have relatively finite timelines, condemnation proceedings often make the property acquisition phase of a transportation project last longer than expected or desired. Furthermore, a series of complex statutes, rules, and regulations creates additional challenges. Given the significance of right of way acquisition and its numerous challenges, it is crucial to evaluate and undertake effective strategies for successful negotiations and moving projects to closeout either by voluntary agreement or under eminent domain, (City Quick-Take Process).

The VDOT Right of Way Manual illustrates the basic steps for the negotiating process. After the completion of the appraisal and appraisal review for the property to be acquired, the negotiation is initiated with a written offer to the owner. If the offer is accepted by the property owner, the payment is arranged, and the process proceeds to closing. However, if the final offer is declined after several negotiation attempts and if the administrative settlement process has been denied, the acquisition process moves to the next phase: condemnation proceedings.

The VDOT Right of Way Manual and the Locally Administered Projects (LAP) Manual, Chapter 16, provides primary responsibility to local public agencies in determining right of way procedures to obtaining funds through various transportation programs administered by VDOT. These manuals were developed with oversight from the Federal Highways Administration and outline the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, as well as ensuring compliance with FHWA.

Both manuals (VDOT Right of Way Manual and the Locally Administered Projects (LAP) Manual, Chapter 16) have an important role in helping local governments with applying policies and

procedures for obtaining property rights. Attached is the draft policy (Acquisition Procedures and Policy Manual) submitted for acceptance that meets specific code requirements. This policy will provide predictability and safeguards to meet state and federal requirements for both City staff and consultants.

Eminent domain (also known as “condemnation”) is where a governmental entity (The City) seeks to acquire private property for a public purpose. Common examples are the acquisition of right of way/easements for road projects, utility easements, or land needed for a school, public safety, or parks/trails.

Steps to Condemn:

- Identifying the property the City needs to acquire. This requires surveys and possibly engineering studies, depending on the type of property.
- Contacting the landowner and informing them about the project and that the City may need to acquire portions of their land. Coordinate the surveys and appraisals with the landowners.
- Have a state certified appraiser value the property the City needs to acquire or utilize a basic appraisal report.
- Meet with the landowner and present the offer package including Initial Offer Letter, title report, plan sheets, appraisal of property, and the deed/easement document(s).
- Send the landowner a Final Offer Letter after a minimum of 30 days negotiation period if no voluntary agreement is reached.
- Receive/process rejection package and prepare for City Council consideration.

The City has the right to acquire the land needed for public projects and infrastructure guided by laws and regulations. The City may condemn property if a voluntary agreement to acquire property rights is not reached with the property owner. The process of condemning property is completed in accordance with Virginia laws and the approval of the City Council. Without this power, the City could not meet the needs of the people with adequate transportation facilities, utilities, drainage systems and other public desires to meet the demands of the City’s growing population and the traveling public. When eminent domain is used for a project, the City explores alternatives to reduce impacts while still allowing for a project to be constructed.

The City’s policy is to treat all property owners the same, in a fair and unbiased manner, while being courteous, and with as little inconvenience as possible. Sometimes agreements cannot be reached between a property owner and the City. When these situations arise, the property owners, as well as the City, have well-defined rights under the law. These rights safeguard the landowner from receiving less than fair market value for their property, and they protect the tax funds set aside by the City for right-of-way/easement purchases from impractical demands. When a voluntary transaction is unable to be used to acquire property rights that are needed for a project, the City may condemn the property. However, prior to doing so, a public hearing is held, and City Council approval is required.

When condemning property in Virginia, this often means using a “Quick Take” process. Under this process, the City can deposit its original offer amount made to a property owner with the Clerk of Court to be placed into escrow when recording a “Certificate of Take”. Once a Certificate of Take is recorded, the City has acquired defeasible title to the property rights that are needed for a project.

However, the City will still attempt to reach a mutually acceptable agreement with the property owner regarding compensation owed. While negotiations continue, the property owner may “drawdown” the funds that the City has placed into escrow with the court. The City can help provide guidance to a property owner about how to drawdown the funds. In many instances, the property owner may need to retain an attorney to assist them with a drawdown.

Discussion

Based on current projects, VDOT has provided the City with their report card:

- The City missed several target milestones, right of way being one of the recognized deficiency milestones.
- The City in its self-evaluation and consultation with VDOT, determined the City’s right of way procedures as the key delay point in finishing projects on-time.

While on time performance is being improved, the City needs to take measures to work internally to recognize known steps to deliver the current projects' performance, resources, and progress as graded by VDOT. Strong consideration that projects will follow the proposed right of way policy to ensure project delivery and funding requirements from VDOT.

Alignment with City Council's Vision and Strategic Plan

N/A

Community Engagement

During the Right of Way process and design phase, public hearings will be held to notify the community members and property owners regarding the scope of the projects and any property acquisitions.

Budgetary Impact

FHWA, VDOT and City Funded through CIP

Recommendation

Acceptance of the City's Right of Way Acquisition Procedures and Policy Manual and the Virginia Department of Transportation Right of Manual to include templates. This is to ensure the City's responsibility for right of way procedures based on the oversight from the Federal Highways Administration (FHWA) and the Virginia Department of Transportation (VDOT) which is outlined the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, as well as ensuring compliance with FHWA requirements.

Alternatives

N/A

Attachments

1. City ROW Policy_FINAL
2. Resolution_ROW Procedures

ACQUISITION PROCEDURES AND POLICY MANUAL

CITY OF CHARLOTTESVILLE DEPARTMENT OF PUBLIC WORKS

Process

The City of Charlottesville (“City”) staff will identify specific easements required for a project based upon an initial review of preliminary construction plans. City staff will verify that the construction plans show the property lines and proposed right of way and easements. In addition, City staff will identify and review the following: current landowner(s), tax map numbers, and zoning. If easements owned by other utilities are located within the proposed easements, City staff will coordinate with those utilities to obtain permission to utilize them as necessary. When property is owned in whole or in part by a person who is legally incapacitated, or any landowner is unknown or cannot be located, staff will consult with the City Attorney about proper procedure.

Furthermore, this policy is in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Real Estate Guide for Local Public Agencies (LPAs) Chapter 16, the Code of Federal Regulations (CFR) and the Virginia Department of Transportation’s Right of Way Manual of Instruction.

Donations

Property owner(s) may donate the needed land rights area after being informed in writing of the right to receive just compensation for the land area(s).

Fee Taking/Easement Options

City staff will decide whether to proceed by contacting property owner(s) in an effort to obtain land rights via donations or whether to follow the remainder of this Policy to obtain land rights. In any case in which landowner(s) does/do not agree to grant an agreement option, the remainder of this Policy will apply, and City staff will consult with the City’s legal counsel to confirm that the requirements of Title 25.1, Eminent Domain, are followed in applying the remaining provisions of this Policy. Additional guidance of the policy will be the VDOT Right of Way Manual and the LAP Manual, specifically Chapter 16.

Determination of Offer

City staff will perform an initial determination of the value for the proposed acquisition based upon the then-current City assessed value of the parcel of land, not including improvements. Staff will determine an assessed acquisition value for the portion of land comprising the proposed fee/easement comparable to the assessed value of the full parcel of land. In addition, the City will utilize the appraisal waiver form for values under \$25,000. If the initially determined assessed easement value is greater than \$25,000¹, the City, at its expense, will obtain a licensed general appraiser to appraise the proposed easement. An appraisal of the proposed land rights will determine the fair market value of the proposed easement.

Offer to Landowner

The City will provide a *bona fide* written offer to the landowner(s) to acquire the proposed land rights, which will include an explanation of the basis for the offer including the public use that provides the basis for the acquisition of the proposed land rights. The written offer will include a copy of the title report, offer letter, mortgage release form, owner affidavit, City evaluation (appraisal, BAR), appraisal review, a proposed plat/exhibit showing the easement area, the City’s deed form, utility deed forms (if needed), contact information for the City, W-9 Form, and a deadline for a response from the property owner(s). Offer package checklist will be completed prior to presenting to landowner.

¹ VA Code §25.1-417(2) specifies a limit of \$25,000 before appraisal is required.

ACQUISITION PROCEDURES AND POLICY MANUAL

CITY OF CHARLOTTESVILLE DEPARTMENT OF PUBLIC WORKS

The written offer will be delivered to the property owner(s) in person, by e-mail and/or by certified, return-receipt mail (or any combination of each delivery method reasonable under the circumstances) followed by reasonable and documented attempts to contact the property owner either in person or by telephone. All negotiations will require landowner negotiation reports, outlining each contact and what was discussed. This report will be available for City staff review.

All counter offers received from the landowner will be submitted as an administrative settlement. Review of the administrative settlement will be reviewed and approved or rejected based on staff recommendations.

In the event this written offer is rejected by the property owner(s), City staff will follow Section regarding quick take. No response by the property owner will be considered a rejection of the written offer by the City.

Settlement

Upon acceptance of the written offer the property owner(s) will complete a W-9 Form. The property owner(s) must return the executed and notarized deed of easement and the completed W-9 Form prior to the release of payment from the City. The City will review/confirm that the executed and notarized deed agreement and the completed W-9 form are complete, City staff will record the legal document and release payment to the property owner(s) in person, if applicable, as outlined below. The completed acceptance package will be submitted for City staff review.

Clearance of Applicable Title Objections/Closings

For all parcels where voluntary agreement is reached, the City will initiate the closing process as soon as the documents are reviewed and approved by the City. Releases from lien holders will be requested, if required. Upon satisfaction of the releases of mortgages and other conditions of the City, Closing will be held with the Landowner, providing payment and execution of all appropriate documents. A Closing Statement will be completed and provided to the Landowner. A title update will be conducted, and all executed deeds will be recorded in the Clerk's Office of the Circuit Court.

Unpaid Taxes and other Liens

Every effort will be made to reach a mutually acceptable agreement between the property owner and the City taxing agency for payment of City delinquent taxes or liens. A partial release should be obtained when possible. The City can permit the amount of this tax to be disbursed from the proceeds due the property owner. If the property owner will not pay delinquent taxes in a negotiated acquisition of a partial taking, or the taxing agency refuses to give a partial release, the governing body will make payment to the property owner without regard to delinquent taxes, provided there is a sufficient remainder that is worth more than the amount of delinquent taxes. If condemnation is necessary, taxing agencies are not included in the eminent domain proceedings, even though delinquent taxes may be involved, if the property remainder affords the taxing agencies adequate security against which their tax liens may be assessed. However, if a significant amount of taxes is delinquent, or tax judgments or suits are present or pending, all taxing authorities must be included in the eminent domain proceeding.

ACQUISITION PROCEDURES AND POLICY MANUAL

CITY OF CHARLOTTESVILLE DEPARTMENT OF PUBLIC WORKS

If the landowner and City are in the mist of disputing the taxes owed, the City will work with the tax department to determine next steps.

Releases of deeds of trust, taxes and judgements will be secured prior to closing on applicable acquisitions, see appendix B.

Refusals

In the event the property owner(s) will not grant an easement in response to an offer, the City Council, as appropriate, shall direct the Department to deliver a final written offer to the property owner(s), or designee, by certified mail, return receipt requested. This final written offer will include a deadline for a response from the property owner(s) or designee.

In the event this final written offer is not accepted by the property owner(s), City staff will follow the Section outlining quick takes. No response by the property owner will be considered a rejection of the final written offer by the City. Completed refusal package will be submitted for City staff review.

Quick Take

In order to limit construction delay, the City is permitted statutorily to benefit itself of the so- called “quick take” procedures pursuant to Title 25.1, Chapter 3, Code of Virginia. City staff must ensure proper adherence to all procedures prior to initiating quick take procedures in accordance with the Code of Virginia.

Additional Considerations

The City may request the property owner(s) allow the Authority the right of entry onto a proposed easement prior to the City initiating an eminent domain proceeding and/or quick take procedures.

Right of entry forms could be utilized by the City on projects where temporary construction easements are needed.

APPENDIX A
RIGHT OF WAY CHECKLISTS

ACQUISITION PROCEDURES AND POLICY MANUAL
CITY OF CHARLOTTESVILLE DEPARTMENT OF PUBLIC WORKS

OFFER PACKAGE QA/QC CHECKLIST

PARCEL: _____

OWNER: _____

VDOT UPC: _____

- ☐ Does owner listed on Title/Actual Deed (provided in FULL Title) match documents.
 - o Offer Letter
 - o Option/Agreement – 1st paragraph/signature page
 - o Plan sheets
 - o Appraisal/BAR
 - o Mortgage Disclosure Authorization
- ☐ Do title dates look back 60 year?
 - o Is title effective date less than 60 days from offer date: _____
- ☐ Does acreage/SF match on:
 - o Plans
 - o Appraisal/BAR
 - o Offer Letter
 - o Option/Agreement
- ☐ If total take – is offer based on higher value of assessed or appraised value?
- ☐ Documents checked for spelling errors
 - o Landowners name spelled correctly
 - o Is project # correct
 - o Proper RW sheet #'s noted correct
 - o Offer letter grid and \$ matches appraisal/BAR
- ☐ Landowner offer package includes
 - o Offer letter – signed
 - o Option/agreement
 - o Appraisal/BAR
 - o Color plan sheets as appropriate
 - o W9
 - o Landowner guide
 - o Preliminary title report and any updates
 - o Mortgage information sheet if applicable
 - o Affidavit of authority if business

ROW Technician: _____ Date: _____

Reviewed by: _____ Date: _____

Approved by: _____ Date: _____

ACQUISITION PROCEDURES AND POLICY MANUAL
CITY OF CHARLOTTESVILLE DEPARTMENT OF PUBLIC WORKS

ACCEPTANCE PACKAGE CHECKLIST

PARCEL: _____

OWNER: _____

VDOT UPC: _____

- ☐ Signed copy of Negotiation Report
- ☐ Completed negotiation checklist
- ☐ Signed offer letter – by negotiator
- ☐ Copy of appraisal or BAR
- ☐ Copy of full title and any updates
- ☐ Signed W-9 form
- ☐ Signed mortgage disclosure
- ☐ Update Status Report dates and check landowner names in titles match the Status Report
- ☐ Signed option/agreement
- ☐ Signed affidavit of authority if applicable
- ☐ Signed utility easements if applicable
- ☐ Prepared Deed
- ☐ Justification letter for any increase (Administrative Settlement)
- ☐ Any copies of any correspondence referred to in contacts as being included
- ☐ Federal survey form
- ☐ Prepare notice to release parcel to construction
- ☐ Prepare check request draft

Prepared by: _____ Date: _____

Reviewed by: _____ Date: _____

Approved by: _____ Date: _____

ACQUISITION PROCEDURES AND POLICY MANUAL
CITY OF CHARLOTTESVILLE DEPARTMENT OF PUBLIC WORKS

REFUSAL PACKAGE (COT)

PARCEL: _____

OWNER: _____

VDOT UPC: _____

- ☐ 60-year title requested?
- ☐ Signed copy of Negotiation report
- ☐ Completed negotiation checklist
- ☐ Signed offer letter – by negotiator
- ☐ Copy of appraisal
- ☐ Copy of full title and any updates
- ☐ Mortgage disclosure authorization
- ☐ 3 full sets of colored plan sheets including color sheets, profile sheets, and entrance profile sheets – (utilities should be colored in) – 1 complete set of cross-sections all folded separately, not in a set
- ☐ 3 sets of ½ size colored plan sheets including color sheets, profiles, and entrance profiles, plus a complete set for each utility company involved (utilities should be colored in) – no cross sections, folded separately.
- ☐ W-9
- ☐ Prepared certificate
- ☐ Copies of all and any options, agreements, affidavit of authority (if applicable) and utility instruments
- ☐ Any copies of any correspondence referred to in contacts as being included
- ☐ Federal survey form
- ☐ Letter of intent to file certificate sent to landowner(s)/representatives

Prepared by: _____ Date: _____

Reviewed by: _____ Date: _____

Approved by: _____ Date: _____

APPENDIX B

TITLE RESEARCH AND CLOSINGS

ACQUISITION PROCEDURES AND POLICY MANUAL
CITY OF CHARLOTTESVILLE DEPARTMENT OF PUBLIC WORKS

TITLE RESEARCH AND CLOSINGS

ACQUISITION	TITLE RESEARCH	CLOSING
Temporary Easement	Current owner title examination	<\$20K – close subject to deeds of trust, taxes & judgments >\$20K – Staff Counsel to advise on closing subject to title objections
Permanent Easement	Current owner title (regardless of value)	<\$15K – close subject to deeds of trust, taxes & judgments >\$15K – Obtain release or subordination of deeds of trust. Close subject to judgments and taxes as no land acquired
Utility Easement		
Fee Acquisition – Partial Take	<\$5K – Current owner >\$5K <\$50K - 20 yr. search >\$50K – 60 yr. search	<\$10K – Close subject to deeds of trust, taxes & judgments >\$10K – Obtain partial releases of deeds of trust. Staff Counsel to advise on releases of judgments & taxes
Fee Acquisition - Total Take	60 year search (regardless of value)	Obtain releases of deeds of trust, judgments & taxes regardless of value
Condemnation	60 year search (regardless of value)	

RESOLUTION

A RESOLUTION OF THE CHARLOTTESVILLE CITY COUNCIL TO ACCEPT RIGHT OF WAY ACQUISITION AND EMINENT DOMAIN/QUICK TAKE PROCESS AND PROCEDURES

WHEREAS, timely processes to acquire the necessary Right of Way or easements for City transportation projects are an essential component of completing these projects within the desired timeframe and budget; and

WHEREAS, the process for acquiring necessary Right of Way must be fair, transparent, and consistent with State and Federal law and procedures; and

WHEREAS, a documented process and procedure will help to ensure that the City of Charlottesville acquires necessary Right of Way and easements in a timely manner that is also fair, transparent, and consistent with State and Federal law and procedures;

NOW THEREFORE BE IT RESOLVED that the Charlottesville City Council, this ____ day of _____, 2024, accepts the presented Acquisition Procedures and Policy Manual. Further, the Department of Public Works may, as necessary, update the Acquisition Procedures and Policy Manual consistent with State and Federal requirements and best practices in the field.

This resolution shall be effective immediately.

	<u>Aye</u>	<u>No</u>
Payne		
Pinkston		
Snook		
Wade		
Oshrin		

Approved by Council
July ____, 2024

Kyna Thomas, MMC
Clerk of Council

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



Agenda Date:	July 15, 2024
Action Required:	Receive public comments
Presenter:	Riaan Anthony, Director of Parks & Recreation, William Bassett, Business and Golf Manager
Staff Contacts:	Riaan Anthony, Director of Parks & Recreation William Bassett, Business and Golf Manager
Title:	Accepting public comments on the Parks and Recreation Master Plan - Court Square and Market Street Parks

Background

The City of Charlottesville is in the process of developing a Comprehensive Parks & Recreation Master Plan for the first time in 20 years which will guide the department and provide strategic direction and vision to meet current and emerging public needs, as well as remain the primary steward of the significant natural, cultural, and historic resources.

In addition to the Comprehensive Master Plan, the City added additional site specific framework plans for Court Square Park and Market Street Park to develop appropriate or recommended usage of these parks since the removal of the confederate statues.

PROS Consulting and their partners Kimley-Horn, who was hired to develop the Master Plan is utilizing a variety of community engagement tactics and this public comment session at Council is an opportunity for the public to provide their thoughts and comments on the parks and future usage.

Discussion

No discussion is required at this time.

Alignment with City Council's Vision and Strategic Plan

Recreation, Arts, Culture; Organizational Excellence

Community Engagement

This public comment session is one of many ways that the community can provide feedback on the Master Plan and, specifically, Court Square Park and Market Street Park. The community can also provide comments online at <https://engagepros.mysocialpinpoint.com/Charlottesville> with a survey and/or a map pin drop to precisely note the location of the comments or needs.

Budgetary Impact

There are no budgetary impacts at this time. This item is for discussion and public comment only.

Recommendation

The comments from the public session will be incorporated into the overall Master Plan community engagement logs.

Alternatives

There are no alternatives for this agenda item.

Attachments

1. 24-07-15_Court Sq Market St-City Council Framework Plan Public Hearing

PARK CONCEPT FRAMEWORK PLANS

A component of the Parks and Recreation System Master Plan

- Court Square Park
- Market Street Park

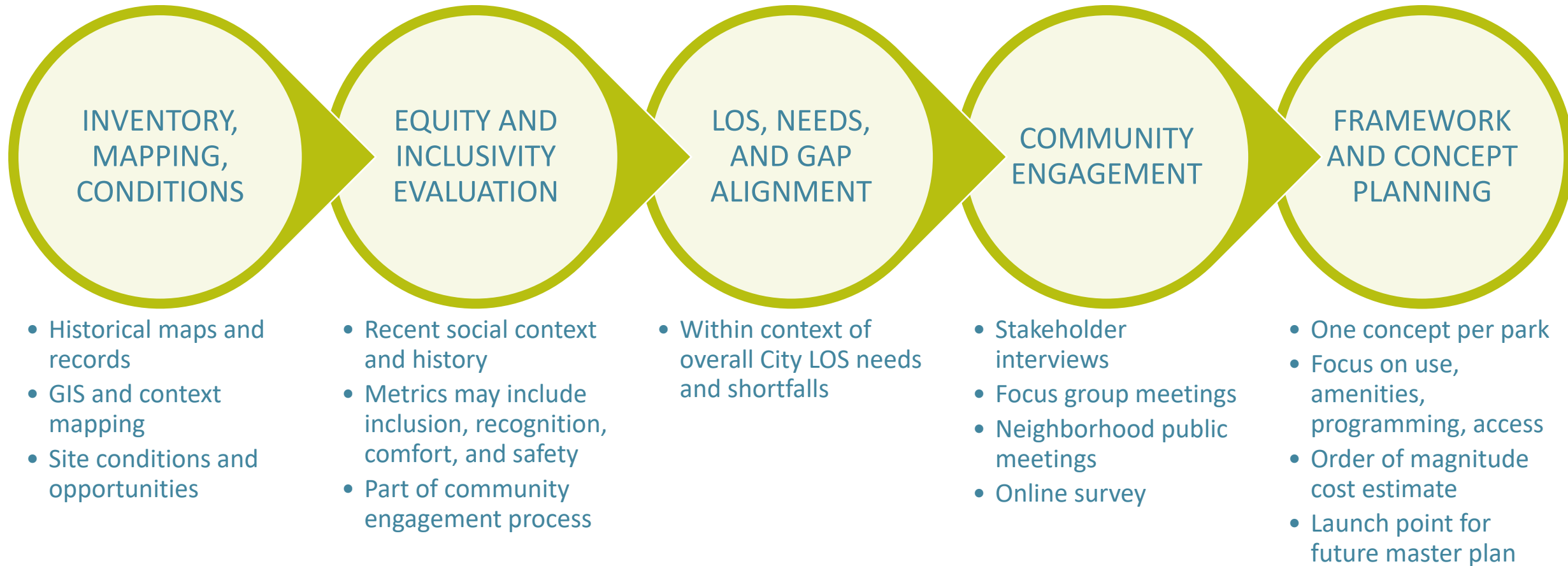
July 15, 2024

Individual Park Framework Plans

- One framework concept plan for each site
- Based on site history and context
- Community engagement through stakeholder meetings
- Compatibility of use evaluation

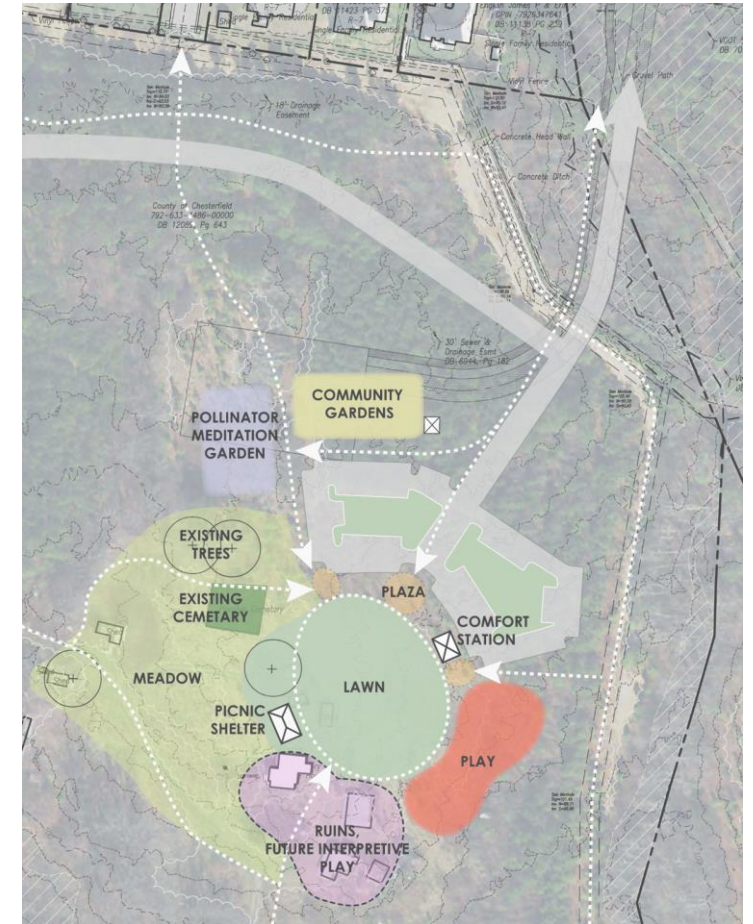
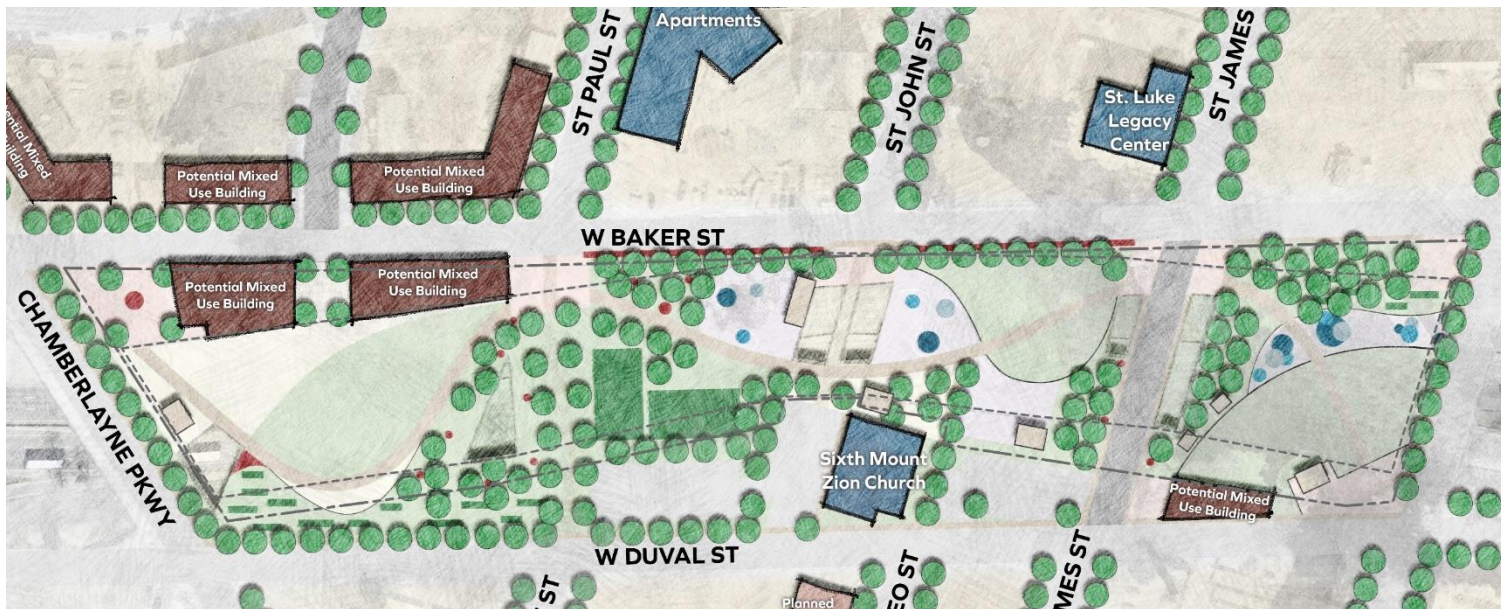


Process

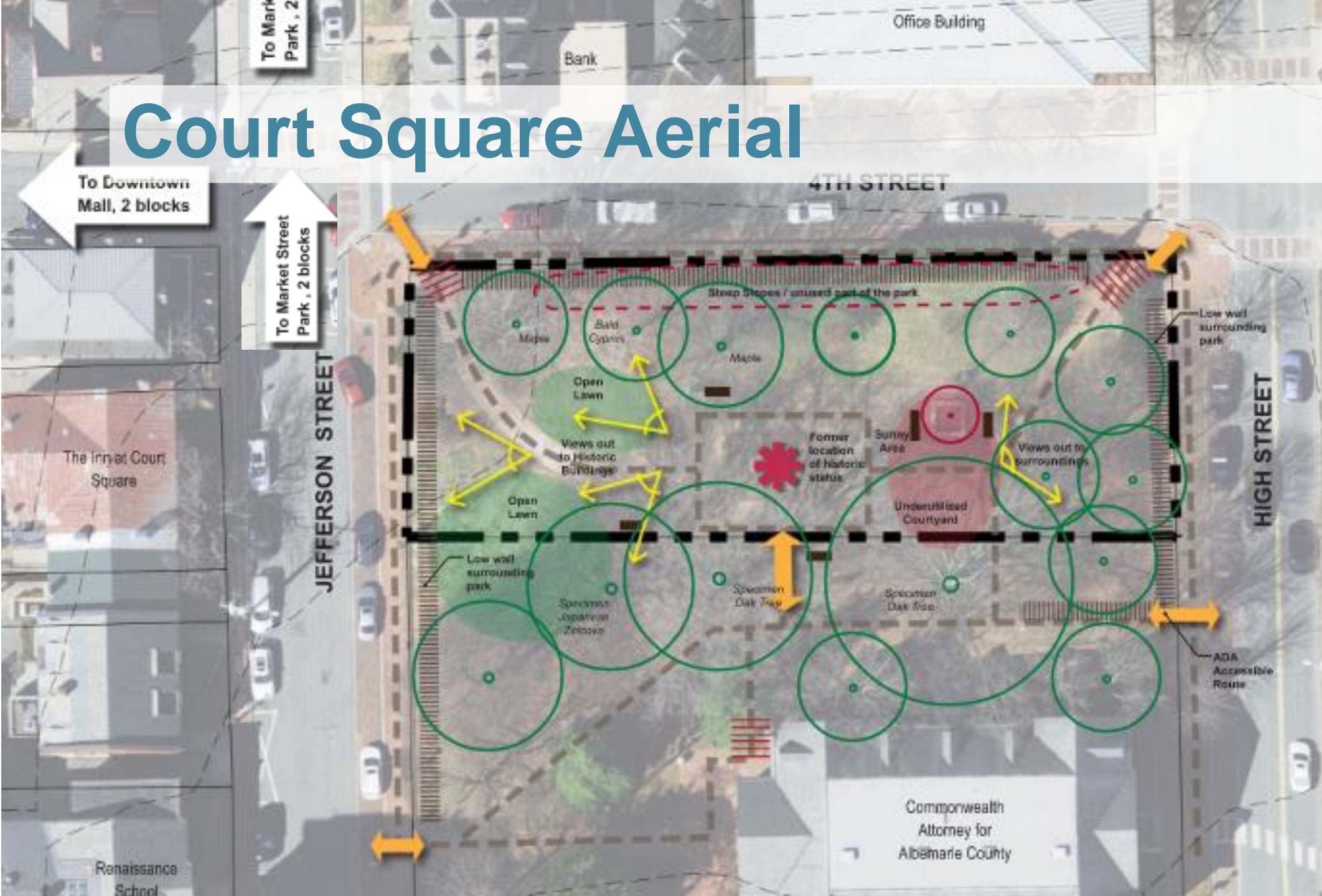


Framework Plan

- Will show relationships, use areas, theming.
- Future efforts will address specific design.
- Order of Magnitude estimate of probable cost.



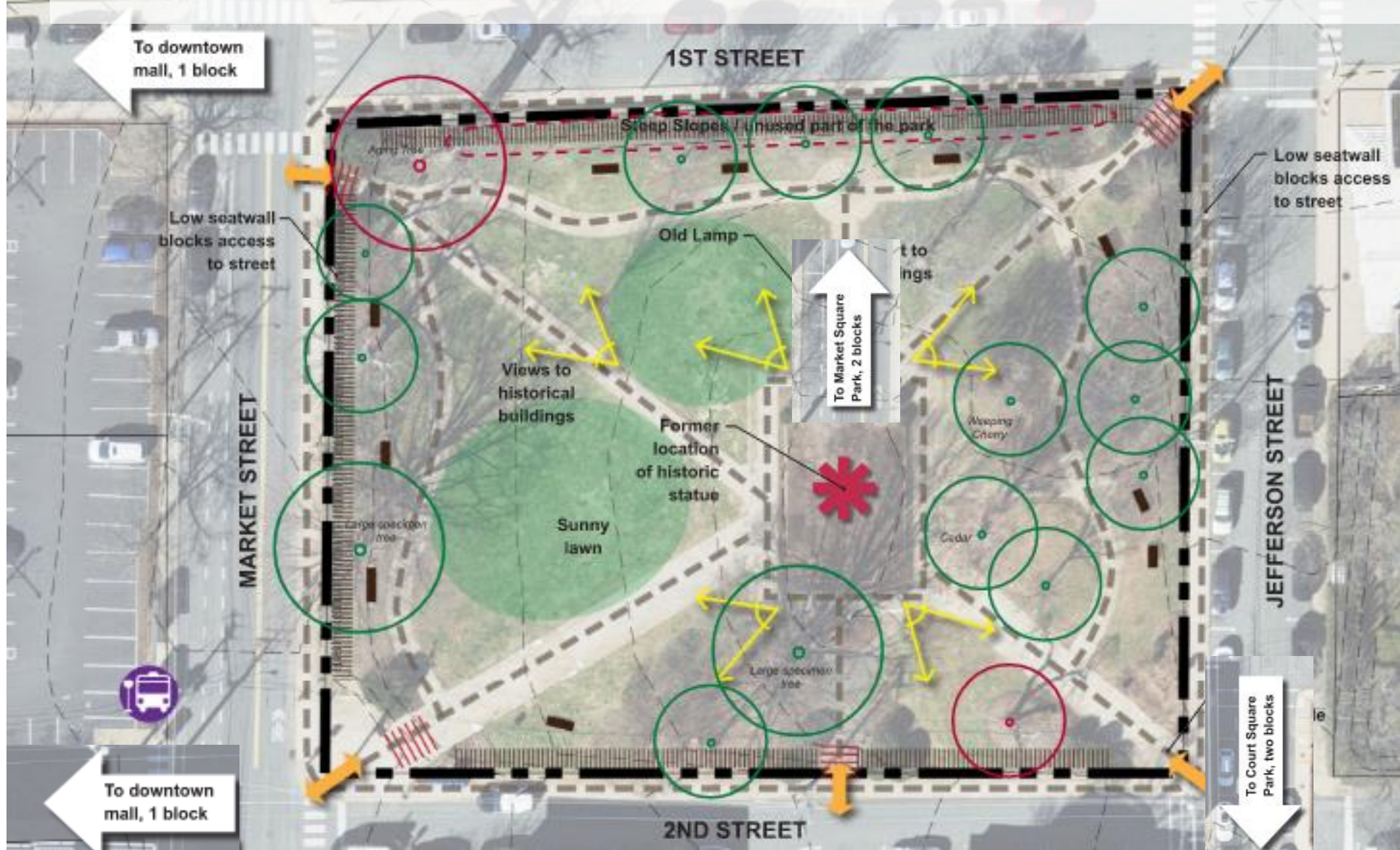
Court Square Aerial



Court Square Existing Conditions

- Functionally operates as an extension of the courthouse grounds.
- Passive seating area.
- Mature canopy trees.
- Views to historic structures.
- Limited ADA access into park.
- Centrally located adjacent to the Downtown Mall.

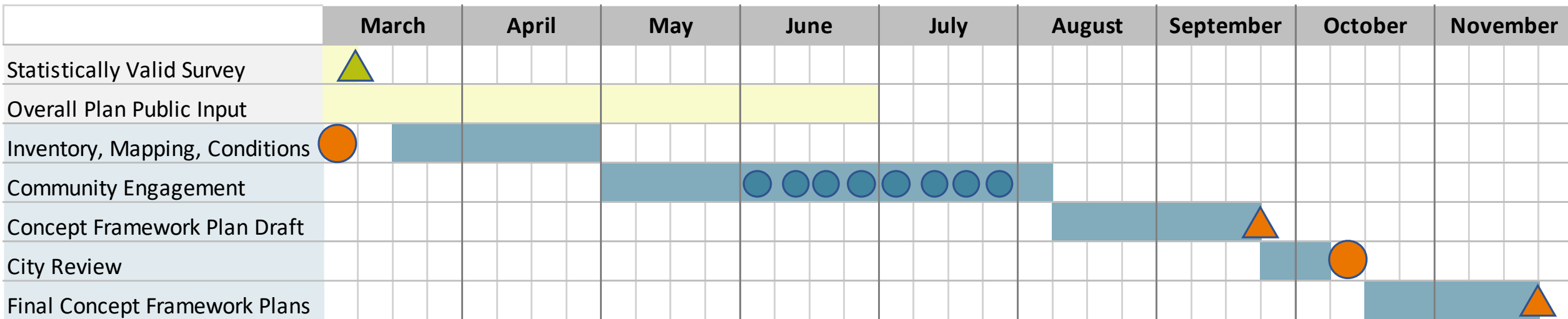
Market Street Park Aerial



Market Street Park Existing Conditions

- Limited existing programming: lawn with sidewalks and benches.
- Existing trees of varying ages.
- Good views from the site.
- Limited ADA access into park.
- Centrally located: adjacent to library, historical society, and The Haven day shelter, and 1 block from Downtown Mall, McGuffey Arts Center, and McGuffey Park.
- Currently used for passive enjoyment and scheduled events.

Schedule



Community Feedback Tonight

- What are the community values that need to be reflected in the improvements for Court Square and/or Market Street Park?
- What are the experiences that need to be provided at Court Square and/or Market Street Park?

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



Agenda Date:	July 15, 2024
Action Required:	Acknowledge receipt of the report
Presenter:	n/a
Staff Contacts:	Kyna Thomas, Clerk of Council
Title:	Rivanna Authorities Quarterly Report

Background

The Rivanna Authorities (Rivanna Water Services Authority and Rivanna Solid Waste Authority) submit a quarterly written report and provide an oral annual report.

Discussion

Alignment with City Council's Vision and Strategic Plan

Partnerships - Charlottesville creates avenues for meaningful collaborations with partners and key stakeholders, such as the County, UVA, and nonprofits, to magnify positive community outcomes.

Community Engagement

n/a

Budgetary Impact

n/a

Recommendation

n/a

Alternatives

n/a

Attachments

1. July 2024_RWSA RSWA_City_ Quarterly Update

July 3, 2024

The Honorable Charlottesville City Council
P.O. Box 911
Charlottesville, VA 22902

Re: Quarterly Update – July 2024

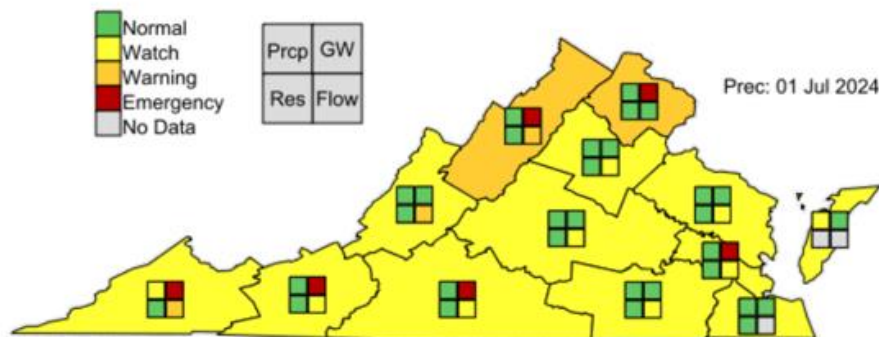
Councilors:

This quarterly update is to provide general information on the drinking water supply and treatment, wastewater collection and treatment, and refuse disposal and recycling programs managed by the Rivanna Authorities for the benefit of the Charlottesville/Albemarle community, as follows:

1. Drought Monitoring as of July 1, 2024:

- a. An official “Drought Watch” was declared by the Board of Directors of the Rivanna Water and Sewer Authority for all public drinking water customers of the Albemarle County Service Authority and the City of Charlottesville on June 25, 2024. A “Drought Watch” declaration is intended to increase public awareness that the climatic conditions and decreasing stream flows in our area indicate there is concern for an impending drought.

Virginia’s Drought Monitoring Task Force recently assigned a drought “Watch” or “Warning” status for the entire state.



- b. As shown below, precipitation was 4.1 inches (22%) below normal from January – June 2024, and 26 inches (18%) below normal since January 2021.

Charlottesville Precipitation					
Year	Month	Observed (in.)	Normal (in.)	Departure (in.)	Comparison to Normal (%)
2021	Jan - Dec	33.82	41.61	-7.79	-19
2022	Jan - Dec	43.53	41.61	+1.92	+5
2023	Jan – Dec	26.95	41.61	-15.98	-35
2024	Jan - June	16.78	20.88	-4.1	-21.7

Source: National Weather Service, National Climatic Data Center, Climate Summary for Charlottesville, Charlottesville Albemarle Airport station

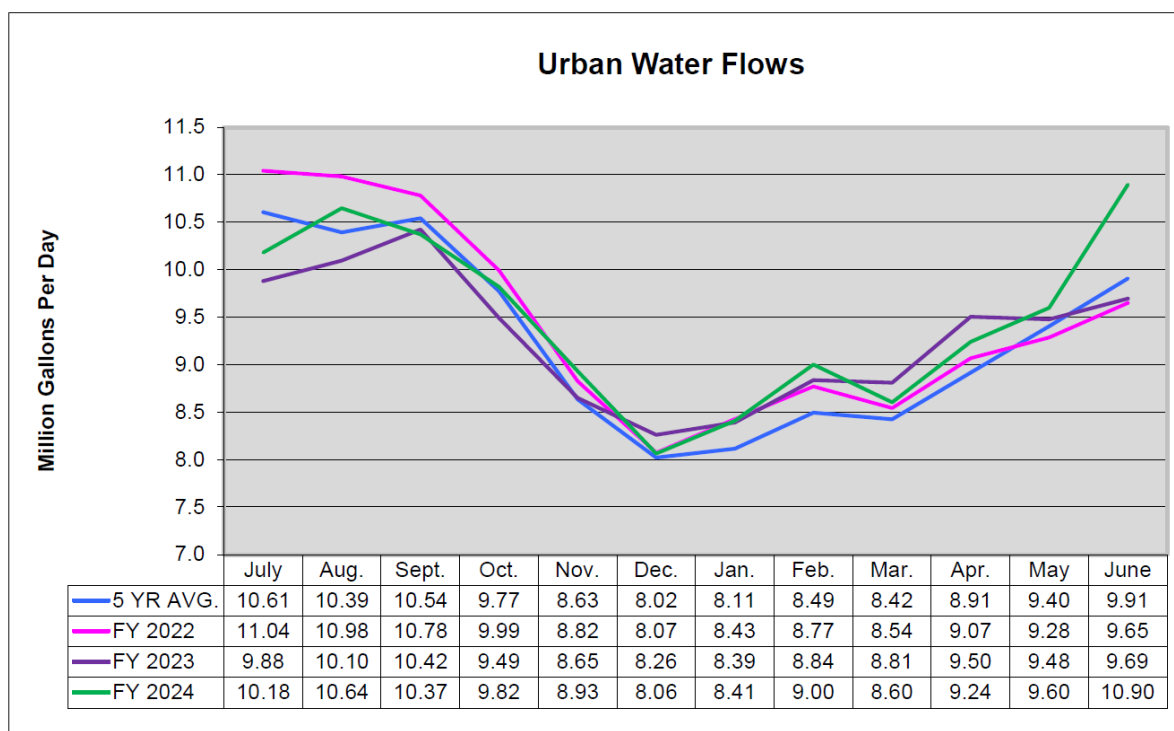
2. Drinking Water Supply as July 1, 2024:

- a. Our Urban reservoirs (Sugar Hollow, South Rivanna, Ragged Mountain) are 98% full with a total water storage of 2.6 billion gallons. Water demand in the Urban area averaged 10.9 million gallons per day in June.
- b. Beaver Creek Reservoir (Crozet) is 98% full with 500 million gallons of water stored. Water demand in the Crozet area averaged 0.74 million gallons per day in June.
- c. Totier Creek Reservoir (Scottsville) is 100% full with 155 million gallons of water stored. Water demand in the Scottsville area averaged 50,000 gallons per day in June.

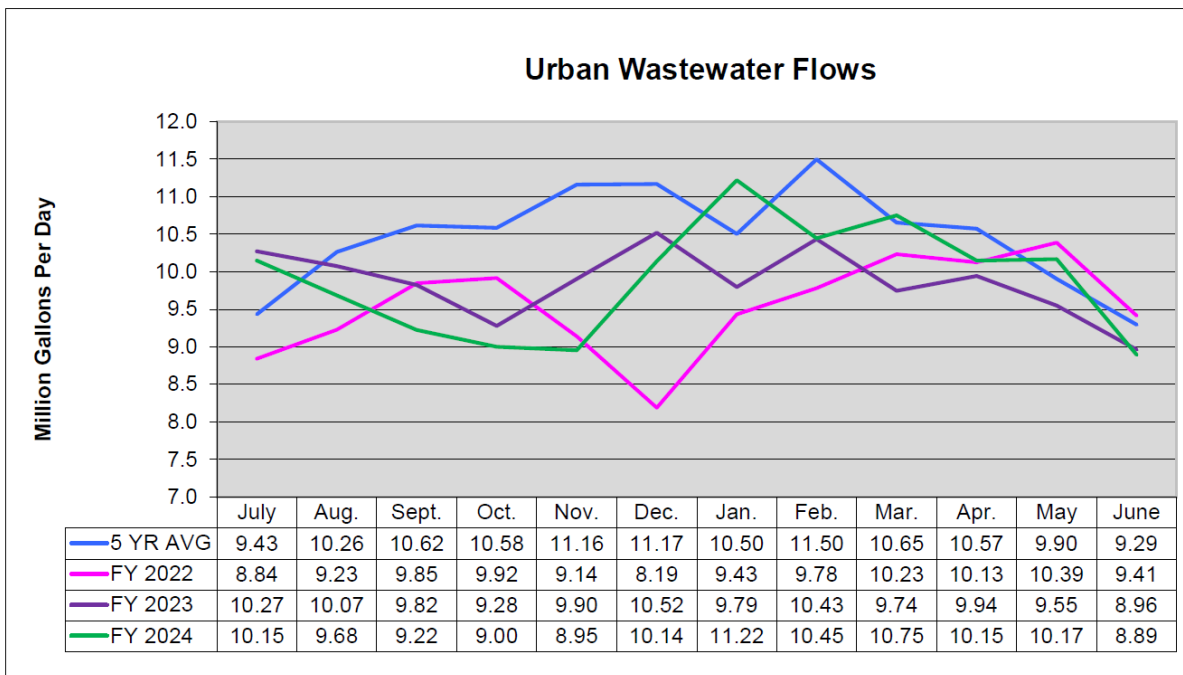
3. Repairs to the Rivanna Pump Station at Moores Creek

During a significant storm event in January 2024, pumps in our largest wastewater pumping station were submerged and disabled by high wastewater flows. A temporary “bypass” pumping system was constructed to convey wastewater around the out-of-service pumping station and into our permanent wastewater treatment facilities. In June, an independent engineering firm completed an assessment of the submergence and determined the primary cause of the event was a malfunction of the complex automated pump control system. This causation assessment and a claim for damages totaling \$22 million are under discussion with our property insurance company. Restoration of the pump station is underway and scheduled for completion by March 2025.

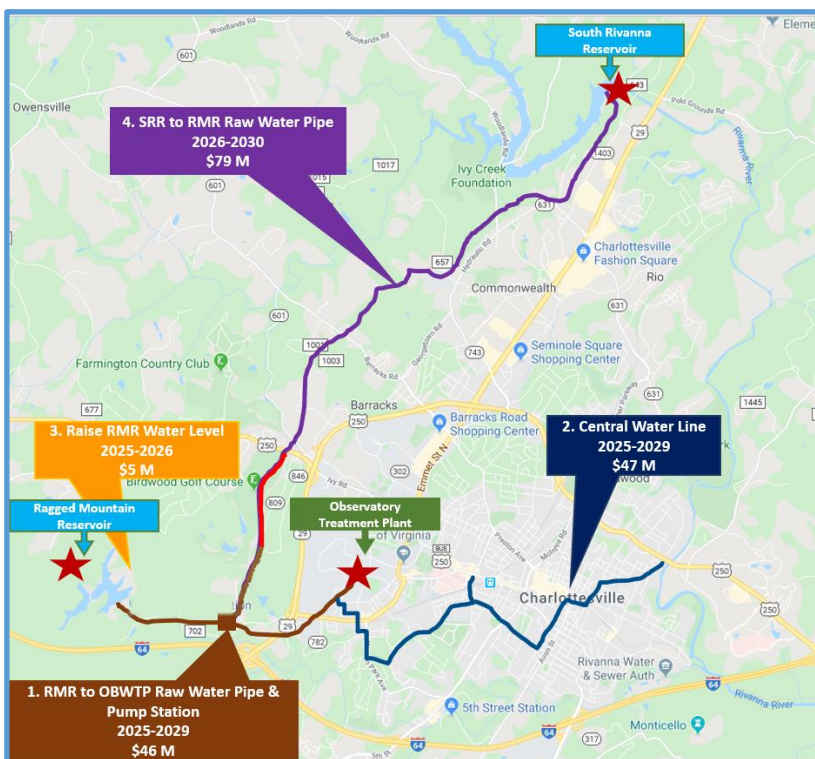
4. The production of drinking water for the Urban area (Charlottesville and adjacent developed areas of Albemarle, not including Crozet or Scottsville) averaged 10.9 million gallons per day (MGD) in June 2024 (FY 2024), which was significantly above the five-year average for June (9.9 MGD) due to the abnormally hot and dry weather, as shown by the following graph:



5. Urban wastewater flow for June 2024 (8.9 MGD), including flows from Crozet but not from Scottsville, was below the five-year average for June (9.3 MGD) due to the abnormally hot and dry weather, as shown by the graph below:



6. A general overview of significant current and future drinking water, wastewater and solid waste Capital Improvement Projects is provided below. Cost allocations between the Charlottesville Department of Utilities (non-general Utility funds) and the Albemarle County Service Authority (ACSA), are identified for each project. Many of these projects are part of the community's Water Supply Plan established in 2012 to increase the capacity of our drinking water reservoirs and infrastructure, as shown by the map below.



a. Water Pipe and Pump Stations Replacement, Ragged Mountain Reservoir to Observatory Water Treatment Plant

Scope: Replace 4 miles of 36” ductile iron water pipe and pump stations which convey untreated water from the Ragged Mtn Reservoir to the Observatory WTP. These facilities have reached the end of their service lives and require replacement to reliably provide water to the upgraded Observatory WTP.

Completion: January 2025 – June 2029

Cost: \$46 million: 52% ACSA / 48% City Utilities

b. South Rivanna River Crossing

Scope: Provide a second pipe (24” diameter; 2900 feet long) using trenchless technology to convey treated drinking water under the river. The second pipe will provide a redundant water supply and increase capacity to serve the northern area of the Urban Water System.

Completion: April 2025 – January 2027

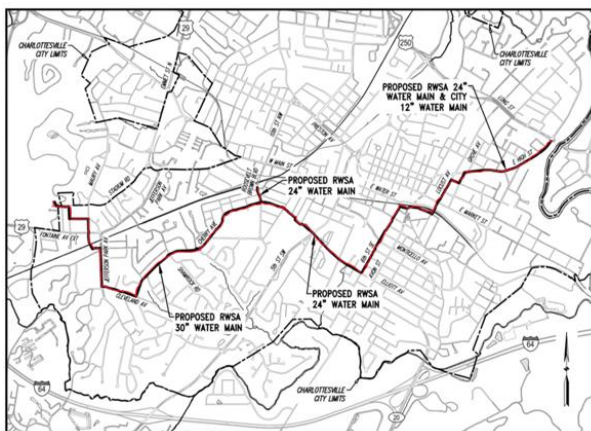
Cost: \$7 million: 100% ACSA

c. Urban Area “Central Water Line”

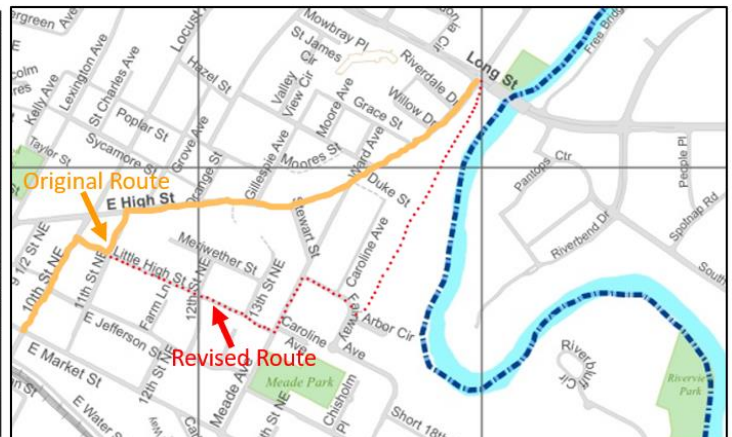
Scope: Provide large diameter piping (24” and 36” ductile iron) to strengthen and more efficiently distribute drinking water for the benefit of City and County residents and businesses. This five-mile-long piping project with two railroad crossings will extend from the Stadium Road area to the Long Street / E. High Street bridge. The eastern end of the route was recently revised due to underground conflicts in E. High Street. Information meetings will be scheduled with neighborhoods along the revised route. The full route includes Stadium Road, Piedmont Avenue, Price Avenue, Lewis Street, Jefferson Park Avenue, Cleveland Avenue, Cherry Avenue, Elliott Avenue, 6th Street SE, South Street, Avon Street, 10th Street, Little High Street, Meade Avenue, Fairway Avenue, and City property near the river, to E. High Street near the Long Street bridge.

Completion: May 2025 – March 2029

Cost: \$47 million: 52% ACSA / 48% City Utilities



Full CWL Original Route



d. Recycling Baling Facility, Ivy Material Utilization Center

Scope: Replace the existing recycling materials baling facility which is located on leased property and has exceeded its service life. A new facility is essential to have an effective recycling program. The new facility will include equipment to compress cardboard, mixed paper, and plastic products into separate bales before shipment to a receiving vendor.

Completion: January 2025 – April 2026

Cost: \$6.4 million: 70% Albemarle County / 30% City

e. Red Hill Water Treatment Plant Upgrade

Scope: Provide additional space to house water treatment equipment including a granular activated carbon filter.

Completion: September 2024 – March 2026

Cost: \$2 million: 100% ACSA, with partial grant from County

f. Moore's Creek Administration Building Renovation and Addition

Scope: Renovate the existing administration building constructed in the 1980's, including improvements to the Laboratory and Information Technology spaces. The project will also include a building addition to provide spaces for a community education area, staff currently housed in temporary trailers, as well as future staffing.

Completion: April 2025 – December 2027

Cost: \$25 million: 52% ACSA / 48% City Utilities

g. Crozet Water Treatment Plant GAC Expansion

Scope: Provide additional facilities and equipment to increase the water treatment capacity of the granular activated carbon filters from 1 to 2 million gallons per day.

Completion: August 2025 – March 2027

Budget: \$6.5 million: 100% ACSA with VDH grant

h. Moore's Creek Structural and Concrete Rehabilitation

Scope: Complete repairs to concrete basins and wastewater treatment facilities constructed in the late 1970's.

Completion: February 2025 – May 2027

Cost: \$11 million: 52% ACSA / 48% City Utilities

i. Crozet Wastewater Pump Stations Rehabilitation

Scope: Replace pumps, valves, and electrical gear in four pump stations constructed in the 1980's which convey wastewater from Crozet to the Moore's Creek Treatment Plant.

Completion: April 2025 - December 2026

Cost: \$10 million: 52% ACSA / 48% City Utilities

j. Ragged Mtn Reservoir Water Level Increase

Scope: This project will include clearing of vegetation around the reservoir and minor modifications to the intake tower as necessary to increase the normal pool elevation 12 feet and add 700 million gallons to the reservoir.

Completion: October 2025 - September 2026

Cost: \$5 million: 80% ACSA / 20% City Utilities

k. South Rivanna Reservoir to Ragged Mountain Reservoir Pipe and Pump Station

Scope: Construct a 6.5 mile long, large diameter pipe (36") and pump station to transfer untreated water between the South Rivanna and Ragged Mtn Reservoirs, as required by the community's drinking water supply plan. Complete intake tower modifications and perimeter clearing at the Ragged Mtn Reservoir, as well as a new raw water intake and pump station at the South Rivanna Reservoir. This infrastructure will increase the water storage capacity of the Ragged Mtn Reservoir from 1.4 to 2.1 billion gallons.

Completion: January 2026 – December 2030

Cost: \$79 million: 80% ACSA / 20% City Utilities

l. Beaver Creek Dam, Pump Station and Piping Improvements

Scope: Replace the spillway, which protects the reservoir dam, along with the water pump station and piping which conveys untreated water to the Crozet Water Treatment Plant.

Completion: May 2026 – January 2030

Cost: \$47 million: 100% ACSA with partial federal NRCS grant

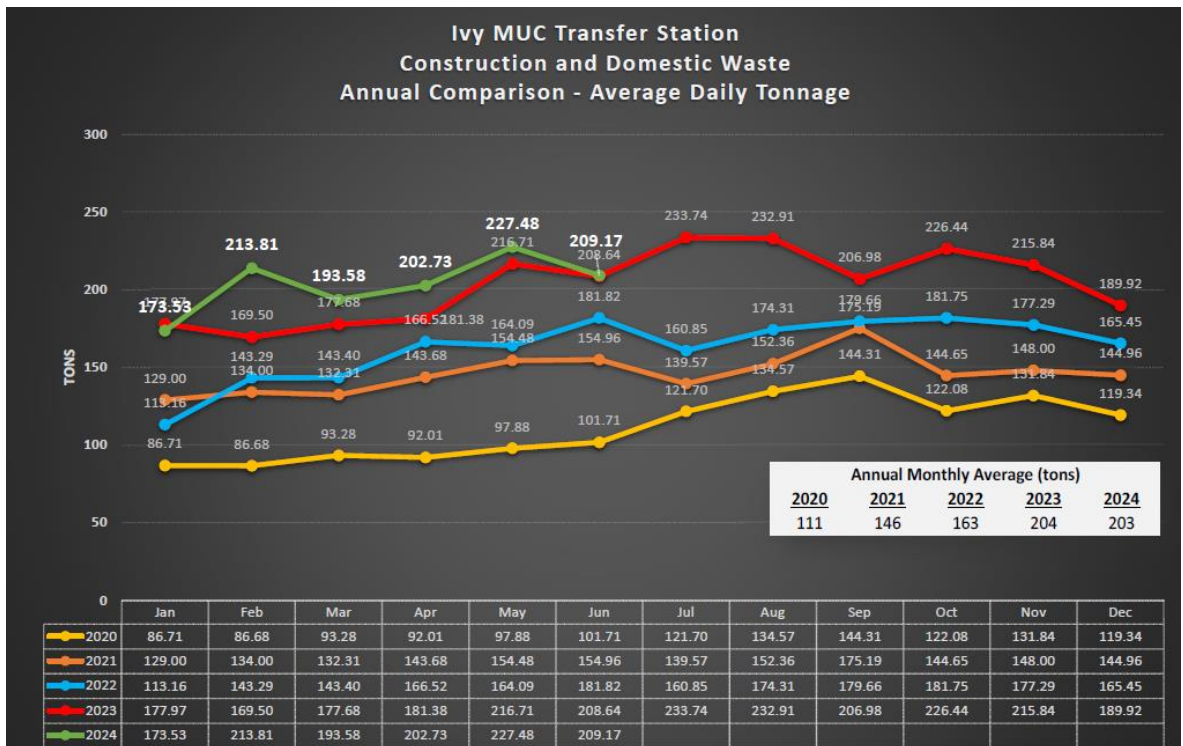
m. Upper Schenks Branch Wastewater Piping Replacement, Phase II

Scope: Replace sewer piping installed in the mid 1950's, in conjunction with the City's sewer upgrade program, to increase system capacity. The new piping will be located along McIntire Road between the McIntire Recycling Center and Preston Avenue.

Completion: TBD

Cost: \$5.5 million: 100% City Utilities

7. Average daily refuse volume at the Ivy Transfer Station has increased from 102 tons per day in June 2020 to 209 tons per day in June 2024, as shown below. Our contract hauler is driving about 15 trailer loads of refuse to Henrico County for disposal each day, Monday – Friday. A planning study to review future expansion alternatives for the refuse transfer program is underway.



8. Spring Refuse Special Collection Days

Spring 2024 Special Collection Days at the Ivy MUC were successful with the following customers participating in the events.

			<u>Albemarle</u>	<u>Charlottesville</u>
<u>eWaste</u>	Saturday	4/20/2024		
	Customers		287	76

			<u>Albemarle</u>	<u>Charlottesville</u>
<u>HHW</u>	Friday	4/26/2024		
	Customers		324	113
	Saturday	4/27/2024		
	Customers		279	86

<u>Bulky Waste:</u>	Furniture/Mattresses	- Pounds Collected	17,640	6,200
	Saturday	5/4/2024		
	Appliances	- Pounds Collected	17,100	5,100
		- Freon units Collected	120	33
	Saturday	5/11/2024		
	Tires	Participating Vehicles	145	16
	Saturday	5/18/2024		

9. Fall Refuse Special Collection Days

The Ivy MUC will be the site for Fall 2024 eWaste, Household Hazardous Waste, and Special Collection free disposal days on the following dates:

eWaste	Saturday	9/14/2024	www.rivanna.org/ewaste
HHW	Friday	9/20/2024	www.rivanna.org/hhw
	Saturday	9/21/2024	
Bulky Waste:	Furniture/Mattresses		www.rivanna.org/hhw
	Saturday	9/28/2024	
	Appliances		
	Saturday	10/5/2024	
	Tires		
	Saturday	10/12/2024	

Please let me know if you have any questions.

Sincerely,



William I. Mawyer, Jr., P.E.
Executive Director

cc: RSWA Board of Directors
RWSA Board of Directors