



CITY COUNCIL AGENDA August 5, 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: ADA Transition Plan Update

5:30 PM CLOSED MEETING

6:30 PM BUSINESS SESSION

Moment of Silence

Announcements

Recognitions/Proclamations

- Proclamation: Farmers Market Week
- Proclamation: Soul of Cville 2024

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.

2. Minutes: April 15 regular meeting, May 6 regular meeting
3. Resolution: Resolution to appropriate Virginia Department of Criminal Justice Services Victims of Crime Act Grant Award FY24-\$123,614 (2nd reading)
4. Ordinance: Amend and re-enact city ordinance(s) enabling the Emergency Medical Services Agreement with the Charlottesville Albemarle Rescue Squad (C.A.R.S.) (2nd reading)
5. Ordinance: Ordinance authorizing a grant of public funding to subsidize the Sixth Street Redevelopment Project of the Charlottesville Redevelopment and Housing Authority (2nd reading)
6. 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 (2nd reading)
7. Resolution: Resolution to appropriate EPA Clean School Bus Program rebates - \$420,000 (1 of 2 readings)

8. Resolution: Appropriate \$7,120,650.00 from the United States Department of Transportation (DOT) Pipeline and Hazardous Materials Safety Administration (PHMSA) Natural Gas Distribution Infrastructure & Safety Modernization (NGDISM) grant program (1 of 2 readings)

City Manager Report

- Report: City Manager Report

Action Items

9. Public Hearing/Ord.: Ordinance to vacate gas and waterline easements – Garden Street and Former Walnut Street (requesting waiver of 2nd reading)
10. Public Hearing/Ord.: Ordinance to increase the salaries of City Council Members pursuant to 15.2-1414.6 of the Virginia Code (1 of 2 readings)
11. Ordinance: Proposed amendments to the Charlottesville Human Rights Ordinance - Code of the City of Charlottesville, Chapter 2, Article XV (2nd reading)
12. Ordinance: Ordinance Approving Financial Assistance to Support Residential Rental Housing at Carlton Mobile Home Park For Persons of Low and Moderate Income and Authorizing the City Manager to Execute and Deliver a Support Agreement in Connection with the Same.
13. Resolution: Resolution to confirm the selection of a preferred alternative design for access control at Cedar Hill Drive as part of the Hydraulic Road/District Avenue roundabout project
14. Resolution: Resolution approving the acquisition of land near Grove Road and the western portion of McIntire Park and placement of an open space conservation easement of such park land - 0 Grove Road
15. Resolution: Resolution approving land acquisition for park and open space use - 0 Cedar Hill Road (1 reading)
16. Resolution: Resolution approving land acquisition for trail and open space use - 0 Rialto Street (1 reading)
17. Resolution: Resolution approving amendments related to the City's interest in Water Street Parking Garage
18. Resolution: Resolution to Appropriate funding to the Parking Fund

General Business

Community Matters (2)

Adjournment

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



Agenda Date:	August 5, 2024
Action Required:	No action is required at this time
Presenter:	Paul Rudacille, ADA Coordinator
Staff Contacts:	Paul Rudacille, ADA Coordinator Ashley Marshall, Deputy City Manager
Title:	ADA Transition Plan Update

Background

Under the Americans with Disabilities Act (ADA) Title II state and local governments must engage in self-evaluation and transition plan creation. In April 2023, the City of Charlottesville awarded a professional services contract to PIM to engage in a self-evaluation and to deliver an updated ADA transition plan to move towards current and full ADA compliance by the City under Title II.

At this council session, the city council and the public will receive an update on the progress of the self-evaluation and transition plan and information on its estimated completion date.

Discussion

The Americans with Disabilities Act (ADA) mandates that all State and Local Government agencies (Title II agencies) employing 50 or more individuals must undertake an ADA Self-Evaluation and Transition Plan. This requirement extends to all public entities, regardless of their size. The City of Charlottesville has engaged [Precision Infrastructure Management](#), a consulting firm with extensive experience in ADA-related projects, to perform, manage, and draft the final ADA Transition Plan with close City support.

The ADA Transition Plan has several objectives. First, a self-evaluation will be conducted to identify any potential barriers impeding the participation of individuals with disabilities in the county's programs, services, and activities. Second, to create the updated Transition Plan. This plan is an actionable, trackable method for addressing those barriers. The transition plan details any structural/programmatic changes that would be undertaken to achieve access and specifies a time frame for their completion. It functions as a master plan and shows good faith that we have identified and will work on our issues.

The scope of the work to complete the self-evaluation and the transition plan includes:

- All facilities that are used or accessed by members of the public
- All public-facing programs and services
- City website
- Policies and standard operating procedures
- Public right-of-way and city-maintained roads

The first step in the ADA Transition Plan update process, as noted above, will be the Self-Evaluation. Following the completion of each area of self-assessment, the City of Charlottesville will work with its partner, Precision Infrastructure Management (PIM), to create "Implementation Plans" for remediating ADA deficiencies found during the self-assessment phase of the project. These implementation plans will be informed by ADA regulations, City code, and public input, among other factors.

Once all Implementation Plans have been drafted and properly reviewed by key City Staff, the full ADA Transition Plan will be presented to the public and Charlottesville City Council for comment. The ADA Transition Plan is intended to be a "living document" and should be updated continuously with additional community feedback, updated self-assessments, and updated remediation schedules. This project will be managed by the City's ADA Coordinator, Mr. Paul Rudacille, whose office is now housed as a part of the City Manager's Office of Social Equity.

Alignment with City Council's Vision and Strategic Plan

Community Engagement

The ADA Transition Plan processes include several public engagement opportunities: public survey open from late 2023-Spring 2024; open public engagement meetings held in September 2023, and January 2024; ADA Advisory Committee Review opportunity via Zoom in February 2024.

Budgetary Impact

Funding has already been allocated for this project.

Recommendation

No action is required at this time.

Alternatives

Attachments

None

CITY OF CHARLOTTESVILLE



PROCLAMATION

Farmers Market Week in Charlottesville August 4-10, 2024

WHEREAS Market Central was established in 2003 as a non-profit that educated the public about farmers markets and supported customer food access by providing a transaction point for low-income customers to use their SNAP dollars to buy from the market; and

WHEREAS Market Central originally hosted by the Charlottesville City Market in April to November; Market Central branched out in 2018 to develop a winter market from January to March at the Ix Art Park to provide a site for farm sales and local food access; and

WHEREAS when Covid 19 shut down many businesses, the Farmers Market at Ix obtained permission as an essential business to continue functioning through the year; and

WHEREAS the Market's success led to the establishment of a year-round market where customers can access local foods and socialize, entrepreneurs can test their products and farms can earn a fair price for their foods;

NOW, THEREFORE, the Charlottesville City Council proclaims August 4-10, 2024, as Farmers Market Week in the City of Charlottesville.

Signed and sealed this 5th day of August 2024.

CITY OF CHARLOTTESVILLE



PROCLAMATION

SOUL OF CVILLE FESTIVAL AUGUST 16-17, 2024

WHEREAS Soul of Cville is a celebration that honors the rich cultural heritage, vibrant arts, and community spirit that makes Charlottesville unique; and

WHEREAS Soul of Cville serves as a platform for fostering unity, promoting diversity, and supporting local businesses - the 2024 theme being “Black Excellence”; and

WHEREAS the free family-friendly Soul of Cville festival returns to Ix Art Park on August 16-17, 2024, uniting residents and visitors from all backgrounds and walks of life to enjoy a diverse array of performances, food, award recognition, scholarship giveaway and activities that showcase the soul of our city; and

WHEREAS the Soul of Cville is a collaborative effort with the Ix Art Park and various Black-owned businesses that seek to amplify the voices of local artists, musicians, entrepreneurs and engaged community members;

NOW, THEREFORE, the Charlottesville City Council endorses the values of inclusivity and cultural appreciation, encouraging community members to participate in the wide range of Soul of Cville festival activities on August 16 and August 17.

Signed and sealed this 5th day of August 2024.



CHARLOTTESVILLE CITY COUNCIL MEETING MINUTES

April 15, 2024 at 4:00 PM

Council Chamber

The Charlottesville City Council met on Monday, April 15, 2024. Vice Mayor Brian Pinkston called the meeting to order with the following councilors in attendance: Natalie Oschrin, Michael Payne, Lloyd Snook, and Vice Mayor Brian Pinkston. Mayor Juandiego Wade was absent because of a death in the family.

On motion by Payne, seconded by Oschrin, Council by a 4-0 vote adopted the meeting agenda (Ayes: Oschrin, Payne, Pinkston, Snook; Noes: none; Absent: Wade).

REPORTS

1. REPORT: Transportation Planning Program Update

Ben Chambers, Transportation Planning Manager, provided updates on sidewalk projects and process improvements, bicycle infrastructure and programming, scooters and E-bikes, Safe Routes to School and quick builds (safety improvements that can be deployed with paint or plastic and bring visibility to pedestrians and bicyclists). He encouraged residents to join the Bike and Pedestrian Committee. He then reviewed the Charlottesville Area Transit Strategic Plan and financial considerations. City transportation goals listed were:

- Complete Streets
- Coordination with Land Use and Design
- Efficient Mobility and Access
- Parking Supply and Management
- Transit System
- Regional Transportation
- Sustainable Transportation Infrastructure
- Infrastructure Funding
- Reduce net greenhouse gas emissions by 45% by 2030
- Eliminate net greenhouse gas emissions by 2050
- Eventually eliminate traffic deaths and serious injuries
- Eliminate traffic deaths by 2045
- Reduce serious injuries related to traffic by 50 percent by 2045

Garland Williams, Director of Charlottesville Area Transit, answered a question for Mr. Payne regarding funding to expand MicroCAT into Charlottesville if MicroCAT is developed into more of a regional project. Completion and submission of the Transit Plan to DRPT (Department of Rail & Public Transportation) is required to receive future State funding, so the Plan will be presented to City Council on June 3 for adoption.

Mr. Chambers explained the historical context for the formation of a Charlottesville-Albemarle Regional Transit Authority (CARTA or RTA), and the current status. The Regional Transit Partnership (RTP) asked staff from the Charlottesville, Albemarle County, and Thomas Jefferson Planning District Commission to begin drafting a framework for establishing the RTP by early Summer to include bylaws, work plan and staffing needs, and budget. A staff working group has

met with UVA leadership and will be meeting with staff from rural jurisdictions over the next month to continue engagement and look for opportunities for their participation in the RTA. Staff anticipates returning to Council with a resolution to establish the RTA in late Summer or early Fall.

Mr. Chambers provided updates on the Community Walks Program, parking permit policy review, VDOT pipeline projects at Barracks Road and at Ivy Road, the Move Safely Blue Ridge Regional Safety Action Plan, Belmont Bridge, Stribling Avenue sidewalk, and bus shelters.

Steven Hicks, Director of Public Works, informed Council that future projects will require property condemnation and the City Manager will bring forth recommendations as-needed. Mr. Sanders stated that right-of-way clearing has been a factor in stalling projects involving VDOT.

Discussion continued about protected bike lanes, the 50th year of the Downtown Mall, and making more areas walkable and making e-bike and dockless mobility stations around the city more visible.

With no items for closed session, the meeting went into recess until 6:30 p.m.

BUSINESS SESSION

Council began the business session with a moment of silence.

ANNOUNCEMENTS

Councilor Oschrein announced Bike Month in May, and several related activities.

Councilor Payne announced Mr. Alex Zan's "My Help List" contest.

Councilor Snook announced the Charlottesville City Youth Council application deadline.

RECOGNITIONS/PROCLAMATIONS

- **PROCLAMATION: National Public Safety Telecommunicators Week and 40th Anniversary of the CUA Emergency Communication Center**

Councilor Payne presented the proclamation to Sonny Saxton, Executive Director of the CUA Emergency Communication Center, who accepted with remarks.

- **PROCLAMATION: Adopt a Shelter Pet Day**

Councilor Oschrein read the proclamation.

COMMUNITY MATTERS

Vice Mayor Pinkston opened the floor for comments from the public.

1. Ashlei Cleaves, UVA student, spoke about recycling and accessibility for equitable waste collection.

2. Dade Carroll, UVA student, followed up on remarks made by Ms. Cleaves and made four recommendations: 1) reduce costs for recycling services, 2) mandate recycling services for multi-unit apartment complexes, 3) allocate more resources to environmental protection for all taxpayers through recycling services, and 4) and implement recycling incentive programs.
3. Keyri Lopez, member of IMPACT, shared testimony from a community member regarding the use and needs of public transit buses in Charlottesville, addressing long waits, late arrivals, and irregularities in bus schedules.
4. Alanna Baker, licensed clinical social worker and UVA employee, spoke about the Comprehensive Harm Reduction Program, proposed by UVA CLEAR (Corruption Lab on Ethics, Accountability, and the Rule of Law). She announced that future town halls will be held.
5. Katherine Renner, UVA student, spoke about the need to reallocate natural gas infrastructure subsidies and disincentivize natural gas line hookups.
6. Mer McClernan, city resident, proposed that the city fund 11 new bus drivers instead of eight.
7. Downing Smith, city resident, stated that the bus system needs improvements and in support of recycling services at apartment complexes. He spoke about the need for the city to eliminate services that are not in line with conducting the business of the city, and to properly assess homes to fairly tax real personal property.

CONSENT AGENDA*

2. MINUTES: February 27 alternative fuels work session
3. RESOLUTION: Appropriating Funding for the Rugby Avenue Bicycle & Pedestrian Trail Project - \$130,059.50 (2nd reading)

RESOLUTION

Appropriation of Additional funds for Construction of Rugby Avenue Trail \$130,059.50

WHEREAS, the City of Charlottesville, through Parks and Recreation, has been awarded a grant from the Virginia Department of Transportation to construct a bicycle and pedestrian trail along Rugby Avenue; and

WHEREAS, the bids for the project are higher than the amount in the current project budget.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of 130,059.50 is hereby appropriated in the following manner:

Transfer From

\$50,000	Fund: 426	WBS: PR-002	G/L Account: 599999
\$15,000	Fund: 426	WBS: P-00662-04	G/L Account: 599999
\$65,059.50	Fund: 426	WBS: CP-080	G/L Account: 599999

Transfer To

\$130,059.50

Fund: 426

WBS: P-00977

G/L Account: 599999

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$317,160 from the Virginia Department of Transportation.

4. RESOLUTION: Appropriating Funding from the BAMA Works Grant to Community Attention Foster Families - \$5,000 (2nd reading)

RESOLUTION

BAMA Works Grant to Community Attention Foster Families - \$5,000

WHEREAS, the Human Services Department of the City of Charlottesville has been awarded \$5,000 from the Bama Works Fund; and

WHEREAS, the grant award covers the period from July 1, 2023 through June 30, 2024.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$5,000 is hereby appropriated in the following manner:

Revenue – \$5,000

\$5,000

Fund: 213

Cost Center:

3413002000

G/L Account: 451022

Expenditures - \$5,000

\$5,000

Fund: 213

Cost Center:

3413002000

G/L Account: 599999

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$40,000 from the Bama Works Fund.

5. RESOLUTION: Appropriating funds from the Batten Foundation to the Department of Human Services - \$40,000 (2nd reading)

RESOLUTION OF APPROPRIATION

Batten Family Fund Award - \$40,000

WHEREAS, the City of Charlottesville has been awarded \$40,000 from the Batten Family Fund;

WHEREAS, the funds will be used to support C.A.Y.I.P., a program operated by the Department of Human Services. The grant award covers the period from November 1st, 2023 through October 31st, 2024;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$40,000 is hereby appropriated in the following manner:

Revenue

40,000 Fund: 213 Cost Center: 3413003000 G/L Account: 451020

Expenditures

\$40,000 Fund: 213 Cost Center: 3413003000 G/L Account: 530450

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$40,000 from the Batten Family Fund.

6. 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 (2nd reading)

ORDINANCE TO AMEND, RE-ORDAIN AND RE-ENACT SECTION 30-53 OF THE CODE OF THE CITY OF CHARLOTTESVILLE (1990), AS AMENDED, TO INCREASE THE ASSESSED VALUE THRESHOLD AT AND BELOW WHICH QUALIFYING VEHICLES WILL RECEIVE 100% PERSONAL PROPERTY TAX RELIEF FROM ONE THOUSAND DOLLARS (\$1,000) TO ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500).

7. RESOLUTION: Establishing 2024 Tax Year Personal Property Tax Relief Percentage (1 reading)

RESOLUTION

Establishing the Personal Property Tax Relief Percentage for Tax Year 2024

BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, **THAT** pursuant to the requirements of Virginia Code §58.1-3524, that personal property tax relief at the rate of thirty percent (30%) shall be applied to the first \$20,000 of value of each qualifying vehicle having a value of more than \$1,500 and

BE IT FURTHER RESOLVED THAT personal property tax relief at the rate of one hundred percent (100%) shall be applied to each qualifying vehicle having a value of \$1,500 or less.

8. RESOLUTION: Resolution for Revenue Sharing Program Appropriation of \$394,256 and Transfer of \$394,256 for Multi-Modal Improvements FY21 (carried)
9. RESOLUTION: Resolution appropriating funding for Hydraulic Road shared use path study - \$40,000 (carried)
10. RESOLUTION: Resolution appropriating Dogwood Memorial Foundation state grant pass-thru funding - \$600,000 (carried)

On motion by Oschrein, seconded by Payne, Council by a vote of 4-0 adopted the consent agenda (Ayes: Oschrein, Payne, Pinkston, Snook; Noes: None; Absent: Wade).

CITY MANAGER REPORT

City Manager Sam Sanders presented the Third Quarter City Manager Update, announcing City Manager and Deputy City Manager reporting portfolios and other staffing updates. He emphasized a priority for human resource management. Regarding infrastructure, he presented an update on sidewalk prioritization, stating that Gillig and Sonny Merryman provided an electric bus demonstration on April 3 and 4.

Misty Graves, Department of Human Services Director, presented the ANCHOR program co-responder model for behavioral health issues. The goal is to launch the pilot phase on July 1. Ms. Graves and Councilor Payne recognized former City Councilor Sena Magill who championed the co-responder program during her time on City Council. Mr. Sanders stated that this program is an early step toward implementation of the Marcus Alert system's mandated 2028 implementation.

ACTION ITEMS

11. PUBLIC HEARING/ORDINANCE: FY2025 Budget Ordinance and Annual Appropriation, and Tax Rate/Tax Levy Ordinance (2nd reading)

Krisy Hammill, Budget Director, summarized the FY25 City Budget process and introduced the public hearing. She also answered a clarifying question for Councilor Oschrin.

Vice Mayor Pinkston opened the public hearing. There were no speakers and the public hearing closed.

Councilor Payne requested prioritization of transit for the next annual budget to bring services up to and to surpass pre-pandemic levels. Mr. Sanders stated that operations will continue to be reviewed to enhance Charlottesville Area Transit service.

a. Establishing the Annual Tax Levy for Tax Year 2024 (2nd reading)

On motion by Snook, seconded by Oschrin, Council by a vote of 3-1 adopted the ORDINANCE TO ESTABLISH THE ANNUAL TAX LEVY FOR TAX YEAR 2024. (Ayes: Oschrin, Pinkston, Snook; Noes: Payne; Absent: Wade). Mr. Payne stated concerns about leveraging certain taxes.

b. Approving a budget and annual appropriation of funding for the City of Charlottesville for the Fiscal Year ending June 30, 2025 (2nd reading)

Councilor Snook disclosed that a cost-of-living increase for retirees, of which his wife is a member of a large group, does not pose a conflict of interest on his behalf.

On motion by Snook, seconded by Oschrin, Council by a vote of 4-0 adopted the ORDINANCE APPROVING A BUDGET AND ANNUAL APPROPRIATION OF FUNDING FOR THE CITY OF CHARLOTTESVILLE FOR THE FISCAL YEAR ENDING JUNE 30, 2025 (Ayes: Oschrin, Payne, Pinkston, Snook; Noes: none; Absent: Wade).

12. RESOLUTION: Allocating Stormwater Management for Small Infill Sites funding - \$21,000

James Freas, Deputy City Manager of Operations, presented the request. He stated that the cost of preparing engineering plans and the permitting process for projects under the Stormwater Management Ordinance has become a burden on the projects and presents a challenge to moving through the process.

On motion by Snook, seconded by Oschrin, Council by a vote of 4-0 approved the resolution (Ayes: Oschrin, Payne, Pinkston, Snook; Noes: none; Absent: Wade).

RESOLUTION

Allocation of \$21,000 from the Small Area Plan Project Account

WHEREAS, The City of Charlottesville has adopted a Comprehensive Plan, Affordable Housing Plan, and Development Code intended to expand the supply of a range housing types; and

WHEREAS, there is an objective to encourage the development of small-scale infill projects that can contribute towards diversifying the housing types found in the City's neighborhoods; and

WHEREAS, The City's Stormwater Management regulations are an important tool for protecting the environment but can also create a burden on small-scale, infill development projects.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$21,000 is allocated from the Small Area Plan account in the Capital Projects Fund for the purpose of developing a stormwater management solution for small-scale residential development projects on infill sites that can facilitate the development of this type of housing.

GENERAL BUSINESS

13. WRITTEN REPORT: Rivanna Authorities Quarterly Report

Council acknowledged receipt of the written report.

COMMUNITY MATTERS (2)

Vice Mayor Pinkston opened the floor for comments from the public.

- Rebecca Quinn, city resident, asked about the status of the Water Resources Advisory Committee.
- Downing Smith, city resident, asked about the personal property tax increase for vehicles and opposed the notion of taxing vehicles to get people to stop driving.
- Libby Jones, new Executive Director at the SPCA, introduced herself and expressed thanks for the proclamation read earlier in the meeting.

Mr. Sanders stated that he signed an administrative order last week to appoint Sands Anderson as Interim City Attorney. He announced the National League of Cities Road Show celebrating 100 years, stopping at the Downtown Mall on April 17.

The meeting adjourned at 8:00 p.m.

BY Order of City Council

BY Kyna Thomas, Clerk of Council

DRAFT



CHARLOTTESVILLE CITY COUNCIL MEETING MINUTES

May 6, 2024 at 4:00 PM

Council Chamber

The Charlottesville City Council met on Monday, May 6, 2024. Mayor Juandiego Wade called the meeting to order and Clerk of Council Kyna Thomas called the roll, noting the following councilors present: Mayor Juandiego Wade, Vice Mayor Brian Pinkston and Councilor Michael Payne. Councilor Lloyd Snook was away for travel and Councilor Natalie Oschrein arrived after at 4:03 p.m., following agenda approval.

On motion by Pinkston, seconded by Payne, Council by a 3-0 vote adopted the meeting agenda (Ayes: Payne, Pinkston, Wade; Noes: none; Absent: Oschrein, Snook).

REPORTS

1. REPORT: Charlottesville Albemarle Convention & Visitors Bureau (CACVB) Update

Courtney Cacatian, Executive Director, made a presentation explaining CACVB's role in tourism, the importance of visitors making informed decisions, and creating a welcoming environment for a variety of visitors. She provided economic data and information about the first Tourism Master Plan, and about recognition that the CACVB received this past year for inclusivity in the wine industry.

2. REPORT: City's Locally Administered Project Portfolio

Steven Hicks, Director of Public Works, introduced the locally administered project portfolio presentation, the project management team, and areas of responsibility. He reviewed the City's Projects Development Improvement Plan, a commitment signed in January 2024 to the Virginia Department of Transportation (VDOT) for turning the program around. The Locality Sustained Performance Improvement Plan includes three primary areas: On-Time Performance, Reasonable Progress, and Fiscal Management. Focus areas for the Corrective Action Plan will be:

- Mission – Deliver projects on-time and on-budget
- Build a strong team in place - reorganization
- Solid VDOT relationship - MOA
- Restoring public trust
- Fiscal discipline
- Urban design
- Project Transparency
- Sense of urgency

Krisy Hammill, Budget Director, answered a question for Councilor Oschrein regarding VDOT funding for projects.

Ben Chambers, Transportation Planning Manager, presented the City's Locally VDOT-Administered Projects Overview.

CLOSED MEETING

On motion by Pinkston, seconded by Oschrin, Council voted to meet in closed session pursuant to section 2.2-3712 of the Virginia Code, as authorized by Virginia Code Section 2.2-3711(A)(1), for: (1) Discussion and consideration of prospective candidates to be interviewed for upcoming and existing vacancies on the Charlottesville Redevelopment and Housing Authority Board; and (2) Discussion and consideration of prospective candidates to be interviewed for upcoming and existing vacancies on the Police Civilian Oversight Board; and (3) Discussion and consideration of applications of prospective candidates seeking appointment to the Board of Zoning Appeals. The motion passed 4-0 (Ayes: Oschrin, Payne, Pinkston, Wade; Noes: none).

On motion by Pinkston, seconded by Oschrin, Council voted to meet in closed session as authorized by Virginia Code Section 2.2-3711(A)(3) and (A)(6), for: (1) Discussion and consideration of the acquisition of real property for a public purpose where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body; and (2) Discussion and consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the City would be adversely affected. The motion passed 4-0 (Ayes: Oschrin, Payne, Pinkston, Wade; Noes: none).

On motion by Pinkston, seconded by Oschrin, Council certified by a recorded vote that to the best of each Council member's knowledge only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the Motion convening the closed session were heard, discussed, or considered in the closed session. Pinkston stated that Council planned to reconvene in a closed meeting at end of regular meeting.

BUSINESS SESSION

Council began the business session with a moment of silence.

ANNOUNCEMENTS

Vice Mayor Pinkston thanked Tom Tom Festival organizers and participants for a successful series of events.

Councilor Oschrin announced the 9th Annual My Help List winners, a contest presented by Mr. Alex-Zan.

RECOGNITIONS/PROCLAMATIONS

- **PROCLAMATION: Older Americans Month**

Mayor Wade presented the proclamation to Marta Keane, JABA (Jefferson Area Board on Aging) Executive Director, who accepted with remarks.

- **PROCLAMATION: The Salvation Army Week**

Councilor Payne presented the proclamation to Salvation Army Development Director James Battaglia and Captain Mark Van Meter, who accepted with remarks.

- **PROCLAMATION: National Police Week and Peace Officers Memorial Day**

Vice Mayor Pinkston presented the proclamation to Chief Michael Kochis, who accepted with remarks, recognizing May 15 as Peace Officers Memorial Day.

- **PROCLAMATION: Professional Municipal Clerks Week**

Vice Mayor Pinkston presented the proclamation to Clerk of Council Kyna Thomas. Clerk Thomas shared the recognition with Deputy Clerk Maxicelia Robinson.

- **PROCLAMATION: Bike Month**

Councilor Oschrein presented the proclamation to Peter Krebs, Piedmont Environmental Council, who accepted on behalf of the residents of Charlottesville.

COMMUNITY MATTERS

Mayor Wade opened the floor for comments from the public.

1. Lisa Custalow spoke about David Yancey's, who was a Charlottesville resident and World War II veteran who is interned at Oakwood Cemetery. His grave marker is at Hartman Memorial on East Market Street and she has been trying to find his next of kin. She questioned payment to have the grave marker installed.
2. Em Gunter, city resident, asked about the multi-agency law enforcement response to protesters on May 4 at UVA. She requested that Council open an investigation.
3. James Groves, city resident, spoke about engineering activities in City operations as related to the presentation during the work session. He asked about personnel turnover with professional staff.
4. Don Gathers spoke about the multi-agency law enforcement response to protesters on May 4 at UVA. He urged Council to talk with whomever necessary to ask that charges be dropped against those arrested during the protest incident.
5. Moe Van de Sompel, city resident, spoke about the multi-agency law enforcement response to protesters on May 4 at UVA, and asked who determined that Virginia State Police were necessary. He requested a statement from a city official.

CONSENT AGENDA*

3. MINUTES: February 5 regular meeting, March 28 budget development, April 4 budget development
4. RESOLUTION: Resolution for Revenue Sharing Program Appropriation of \$394,256 and Transfer of \$394,256 for Multi-Modal Improvements FY21 (2nd reading)

RESOLUTION APPROPRIATING FUNDS FOR Revenue Sharing Program - Multi-Modal Improvements - \$394,256

WHEREAS, a total of \$394,256 in state funds for the Revenue Sharing Program requires appropriation and;

WHEREAS, a total of \$394,256 in City match funds is required for the Revenue Sharing Program;

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

Revenues (State Revenue Sharing)

\$56,756	Fund: 426	Internal Order: 2600040	G/L Account: 430110
\$22,895	Fund: 426	Internal Order: 2600041	G/L Account: 430110
\$318,605	Fund: 426	Internal Order: 2600042	G/L Account: 430110

Expenditure (State Revenue Sharing)

\$56,756	Fund: 426	Internal Order: 2600040	GIL Account: 599999
\$22,895	Fund: 426	Internal Order: 2600041	GIL Account: 599999
\$318,605	Fund: 426	Internal Order: 2600042	GIL Account: 599999

Transfer from (City Match)

\$394,256	Fund: 426	WBS: P-00335	G/L Account: 599999
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Transfer to

\$ 56,756	Fund: 426	Internal Order: 2600040	GIL Account: 599999
\$ 22,895	Fund: 426	Internal Order: 2600041	GIL Account: 599999
\$318,605	Fund: 426	Internal Order: 2600042	GIL Account: 599999

5. RESOLUTION: Resolution appropriating funding for Hydraulic Road shared use path study - \$40,000 (2nd reading)

RESOLUTION

**Appropriating funds for Engineering and Design study for Hydraulic Road Trail
\$40,000.00**

WHEREAS, the City of Charlottesville is exploring the viability of providing a shared use path along the north side of Hydraulic Road from Brandywine Drive to Michie Drive; and

WHEREAS, funding for an engineering and design study is needed to provide options for constructing the segment of share use path.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$40,000.00 is hereby appropriated in the following manner:

Transfer From

\$40,000.00	Fund: 426	WBS: CP-080	G/L Account: 599999
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Transfer To

\$40,000.00	Fund: 426	WBS: PR-00662-06	G/L Account: 599999
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6. RESOLUTION: Resolution appropriating Dogwood Memorial Foundation state grant pass-thru funding - \$600,000 (2nd reading)

RESOLUTION

**Appropriating funds from the Virginia Department of Historic Resources (DHR)
for the Dogwood Vietnam Memorial Foundations, Inc. - \$600,000**

WHEREAS, the City of Charlottesville through the Department of Historic Resources has received a grant award of \$600,000 to be given to the Dogwood Vietnam Memorial Foundation, Inc. to be used to support the Dogwood Veterans Memorial Pedestrian Bridge and Parking project.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$600,000 received from the Virginia Department of Historic Resources is hereby appropriated in the following manner:

Revenues - \$600,000

\$600,000 Fund: 209 Order: 1900551 G/L Code: 430080

Expenditures - \$600,000

\$600,000 Fund: 209 Order: 1900551 G/L Code: 540100

BE IT FURTHER RESOLVED that this appropriation is conditioned upon the receipt of \$600,000 from the Virginia Department of Historic Resources.

7. ORDINANCE: Resolution ratifying Meals and Lodging Tax Rates for FY 2025

AN ORDINANCE AMENDING AND REORDAINING SECTION 30-283 OF CHAPTER 30 (TAXATION) INCREASING THE MEAL TAX FROM 6.5% TO 7.0%

AN ORDINANCE AMENDING AND REORDAINING SECTION 30-253 OF CHAPTER 30 (TAXATION) INCREASING THE TRANSIENT OCCUPANCY TAX FROM 8% TO 9%

8. RESOLUTION: Resolution appropriating a grant of public funds for housing assistance to low- and moderate-income homeowners within the City of Charlottesville - \$1,295,000 (carried)

On motion by Pinkston, seconded by Oschrein, Council by a vote of 4-0 adopted the consent agenda (Ayes: Oschrein, Payne, Pinkston, Wade; Noes: None; Absent: Snook).

CITY MANAGER REPORT

City Manager Sam Sanders reported that he was the keynote speaker at the PHAR Internship Program graduation. Mr. Sanders, Mayor Wade and a group of leaders greeted representatives from the National League of Cities on their 100-city tour, where they chose Charlottesville as

one of the stops on April 18. The quarterly Neighborhood Association Meeting was held on April 18. He announced that "Inside Charlottesville", a local community affairs program was relaunching and a community newsletter being released to further community engagement work. Mr. Sanders clarified the Charlottesville Police Department (CPD) response for the May 4 protest event at UVA. He stated that CPD responded to a mutual aid request and provided crowd control as a perimeter.

Councilor Payne, for the record, expressed concern about the law enforcement response to a peaceful protest at UVA on May 4. He requested information about who called State Police to the event.

COMMUNITY MATTERS (2)

Mayor Wade opened the floor for comments from the public.

- Peter Krebs called the community's attention to infrastructure items on the consent agenda, and thanked Council for passing the items.

CLOSED MEETING

On motion by Pinkston, seconded by Payne, Council voted 4-0 (Ayes: Oschrein, Payne, Pinkston, Wade; Noes: none) to meet in closed session pursuant to section 2.2-3712 of the Virginia Code, as authorized by Virginia Code Section 2.2-3711(A)(1), for: (1) Discussion and consideration of prospective candidates to be interviewed for upcoming and existing vacancies on the Charlottesville Redevelopment and Housing Authority Board; and (2) Discussion and consideration of prospective candidates to be interviewed for upcoming and existing vacancies on the Police Civilian Oversight Board; and (3) Discussion and consideration of applications of prospective candidates seeking appointment to the Board of Zoning Appeals.

On motion by Pinkston, seconded by Payne, Council voted 4-0 (Ayes: Oschrein, Payne, Pinkston, Snook, Wade; Noes: none) to meet in closed session as authorized by Virginia Code Section 2.2-3711(A)(3) and (A)(6), for: (1) Discussion and consideration of the acquisition of real property for a public purpose where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body; and (2) Discussion and consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the City would be adversely affected.

Council reconvened in open meeting. On motion by Pinkston, seconded by Oschrein, Council certified by a recorded vote that to the best of each Council member's knowledge only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the Motion convening the closed session were heard, discussed, or considered in the closed session.

The meeting adjourned at 8:17 p.m.

BY Order of City Council

BY Kyna Thomas, Clerk of Council

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



Agenda Date:	August 5, 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 (2nd reading)

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 OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	August 5, 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.) (2nd reading)

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)
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:	August 5, 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 (2nd reading)

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).

Sixth Street Phase One Redevelopment Project Grant Agreement

- 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 *****

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) Date: _____
Dept. of Finance

_____ (Signature) Date: _____
Dept. of Finance

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



Agenda Date:	August 5, 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 (2nd reading)

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;

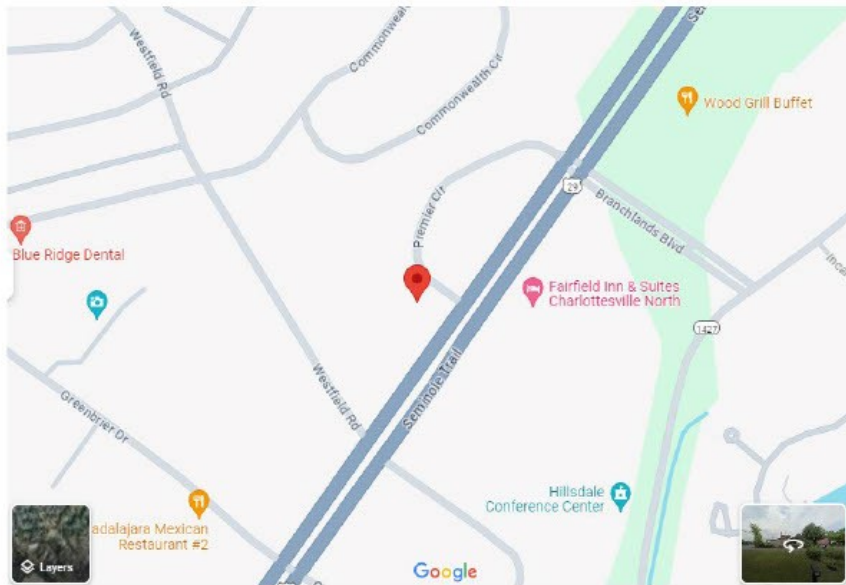
THENCE CONTINUING ALONG THE WEST EXTENT OF PREMIER CIRCLE, A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00', A LENGTH OF 47.12', A DELTA ANGLE OF 90° 00' 00", AND WHOSE LONG CHORD BEARS S 9° 39' 45" E A DISTANCE OF 42.43' TO THE POINT OF BEGINNING;

CONTAINING 3.749 ACRES.

Exhibit B

Premier Circle Location Map

Premier Circle PSH Location Map



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



Agenda Date:	August 5, 2024
Action Required:	Resolution
Presenter:	Kristel Riddervold, Director of the Office of Sustainability
Staff Contacts:	Kristel Riddervold, Director of the Office of Sustainability Tray Biasioli Climate Program Specialist Garland Williams, Director of Transit Taylor Harvey-Ryan, Grants Program Manager
Title:	Resolution to appropriate EPA Clean School Bus Program rebates - \$420,000 (1 of 2 readings)

Background

In May 2024, the City of Charlottesville was notified that its application for rebates was selected for \$420,000 in funding through the Environmental Protection Agency's (EPA) Clean School Bus (CSB) program to support the acquisition of two electric school buses (ESBs). This program was established as part of the 2021 Bipartisan Infrastructure Law and provides funding for replacement of diesel-fueled buses with no- or low-emission school buses. In coordination with other relevant departments, Office of Sustainability staff applied for rebates to support acquisition of two ESBs. These ESBs will provide cleaner air for students, bus drivers, and school staff, in addition to reducing carbon emissions, supporting the City's climate and sustainability goals.

Discussion

Authorized CSB funding will assist with the purchase of two ESBs in Charlottesville's pupil transportation fleet. These buses will provide cleaner transportation solutions to Charlottesville's students, reducing diesel pollution and greenhouse gas emissions. These new ESBs will replace two older diesel buses (model years 2012 & 2013) that are ready for retirement from service.

Office of Sustainability staff have communicated with Dominion Energy regarding charging infrastructure for these buses. Dominion will design, install, and maintain this infrastructure at their expense, in coordination with City staff. Staff trainings on operation and maintenance of ESBs is available through our bus distributor, Sonny Merryman, and will be provided at the time of bus delivery.

The total upfront costs of the two ESBs will be \$808,576. After applying the CSB funding, the cost to the City will be \$388,576. These funds will come from the CCS pupil transportation budget, which has budgeted \$623,800 for the purchase of buses in FY 25. Including the grant funds, the ESB purchases will be \$65,218 more expensive than purchasing 2 equivalent diesel buses. Following purchase, the

City will be eligible for an \$80,000 reimbursement via the federal Commercial Clean Vehicle Credit. Including the value of this reimbursement, the total cost to the City will be \$14,782 less than the cost of purchasing 2 traditional diesel buses.

ESB purchase orders will be submitted in the next few months with the goal of having them placed in service during the 2025-26 school year. Rebate payment request forms can be submitted once the purchase order is placed and are due by November 29, 2024. Bus delivery is expected 9-12 months after the purchase order is submitted. Buses must be placed in service and two retired diesel buses must be sold or scrapped by close-out deadline of May 29, 2026.

Alignment with City Council's Vision and Strategic Plan

This action is in direct alignment with the City's new Strategic Plan Framework's outcome area, *Climate Action*. Incorporation of ESBs into the pupil transportation fleet will advance climate action, improve student and bus driver health through the elimination of diesel tailpipe emissions, and provide students an opportunity to learn about clean transportation technologies. Additionally, this bus acquisition is supported by the City's 2023 Climate Action Plan. A Key Action in Chapter 6 of the Climate Action Plan calls for the City to "*evaluate and begin integrating EV School Buses into the City's pupil transportation fleet*" (CAP, pg. 68).

Additionally, the purchase of ESBs is in alignment with City Council's Green City Vision and the City's Comprehensive Plan: Chapter 7 (Environment, Climate, and Food Equity).

Community Engagement

There has been substantial community engagement around the topic of transit buses as part of CAT's fuel transition planning. During that process, there was extensive public support for bus electrification. While these discussions primarily focused on transit buses, school buses were frequently mentioned, emphasizing the broad support for ESBs within the community.

Additionally, in May 2022, School Superintendent Gurley asked the City to explore the conversion of the pupil transportation fleet from diesel to electric, indicating school district support of these buses.

Budgetary Impact

A local match of \$386,292 is required and will be paid from funds previously appropriated for the purchase of buses.

Recommendation

Staff recommends City Council approval and appropriation of the funding in the amount of \$420,000 from the EPA CSB Program for purchase of 2 new electric school buses.

Suggested motion: "I move to approve the RESOLUTION for the City of Charlottesville to accept EPA Clean School Bus Program funding."

Alternatives

City Council could decline to accept funding and instead pursue purchasing buses funded with 100% local funds.

Attachments

1. Resolution_EPA CSB Rebate

RESOLUTION

WHEREAS, The City of Charlottesville, through the Office of Sustainability, has been notified that it will be awarded rebates from the US Environmental Protection Agency (EPA) Clean School Bus Program to support the purchase of two electric school buses;

NOW, THEREFORE IT BE RESOLVED by the Council of the City of Charlottesville, Virginia, that upon receipt of the awarded EPA rebates, said funding, anticipated in the sum of \$420,000 is hereby appropriated, in the following manner:

Revenues

\$420,000	Fund: 106	Funded Program: 2200076	G/L Account: 431010
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Expenditures

\$420,000	Fund: 106	Funded Program: 2200076	G/L Account: 541040
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BE IT FURTHER RESOLVED, that this appropriation is conditioned upon receipt of \$420,000 from the EPA Clean School Bus Program.

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



Agenda Date:	August 5, 2024
Action Required:	Appropriate grant funds
Presenter:	Lauren Hildebrand, Director of Utilities
Staff Contacts:	Lauren Hildebrand, Director of Utilities Taylor Harvey-Ryan, Grants Program Manager
Title:	Appropriate \$7,120,650.00 from the United States Department of Transportation (DOT) Pipeline and Hazardous Materials Safety Administration (PHMSA) Natural Gas Distribution Infrastructure & Safety Modernization (NGDISM) grant program (1 of 2 readings)

Background

The Utilities Department applied for and was awarded \$7,120,650 from the United States Department of Transportation (DOT) Pipeline and Hazardous Materials Safety Administration (PHMSA) Natural Gas Distribution Infrastructure & Safety Modernization (NGDISM) grant program for the Low Pressure, Legacy Cast Iron Pipeline Replacement project. No project match is required.

Discussion

The project consists of replacing the last mile of 10-inch cast-iron main line with 4-inch high-density polyethylene (HDPE) pipe, replacing first generation polyethylene and other legacy plastic pipe with 2-inch HDPE, and removal of 20 gas meters from the interior of various buildings for safer access. The cast iron main has been in service for nearly 100 years and needs to be replaced to increase the safety and reliability of the City of Charlottesville's natural gas infrastructure. The project will take place along West Main Street and University Avenue. The project will replace a total of 13,000 linear feet of cast iron and legacy plastic pipe with high-density polyethylene (HDPE) and polyethylene (PE) pipes.

Alignment with City Council's Vision and Strategic Plan

The project supports City Council's Vision and Strategic Plan. It contributes to the Strategic Plan's Outcome Areas of Climate Action and Organizational Excellence.

Community Engagement

The Department of Utilities began a survey of the project area and notified residents and businesses by letter and door hangers that the survey was underway. Outreach will be conducted via door hangers, press releases, and meetings to provide project specific information and to receive public input. These efforts will be to familiarize interested parties with the scope and goal of the project and to minimize disruption to the stakeholders.

Budgetary Impact

No budgetary impact is anticipated because of this appropriation, as no local match is required.

Recommendation

Staff recommends the appropriating of these grant funds.

Alternatives

City Council may elect to not accept the funding from the Department of Transportation; however, this will halt the replacement of the pipeline.

Attachments

1. Utilities DOT PHMSA Resolution

RESOLUTION

**Appropriating Funding in the Amount of \$7,120,650 To Be Received from United States
Department of Transportation**

WHEREAS, The City of Charlottesville, through the Utilities Department, has been notified that it will be awarded a grant from United States Department of Transportation (DOT) Pipeline and Hazardous Materials Safety Administration (PHMSA) Natural Gas Distribution Infrastructure & Safety Modernization (NGDISM) grant, in the amount of \$7,120,650.00.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that, upon receipt of the PHMSA NGDISM funding from the Department of Transportation, said funding, anticipated in the sum of \$7,120,650, is hereby appropriated in the following manner:

Revenues

\$7,120,650	Fund 631	Order 1900563	GL 431110 Federal grants
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Expenditures

\$7,120,650	Fund 631	Order 1900563	GL 530300 Construction Contracts
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BE IT FURTHER RESOLVED that this appropriation is conditioned upon receipt of \$7,120,650 in funds from the Department of Transportation.



City Manager's Report

*Offices of the City Manager
Elected & Appointed Officials*

8-5-2024

City Manager – Sam Sanders (he/him)

- Met with leaders of the Friends of Cville Downtown group to discuss the challenges on the Downtown Mall and recent collection of business owner feedback.
- Participated in an interview for the Beacon Kitchen, where I shared the city's support of this unique opportunity to provide access to up to 75 small food businesses.
- Participated in a radio interview with Courteney Stuart on WINA - touched on a host of topics impacting the City.
- Conducted a series of interviews to fill the Director of Neighborhood Development Services position alongside Mayor Wade and Planning Commission Chair, Hosea Mitchell.
- Met with School Board & Schools Leadership on the subject of sustainability projects and funding allocations for projects on school facilities - agreed to meet again.
- Met with local legend, Eugene Williams, along with Chief Kochis and Chief Thomas.
- On Friday, July 12th, I was joined by all three deputies for a road trip to Buckingham County to tour The Bridge Ministry facility. We heard about the re-entry and rehabilitation program from founder, William Washington and Jay James.
- Held monthly meeting with Jeff Richardson, Albemarle County Executive.
- Hosted the quarterly Town Gown Meeting of the City, County, and UVA in City Hall on July 18th.
- Attended Jaunt Shareholder's Meeting on July 10th - key topic was the addition of a Fluvanna County representative.
- Participated in RSWA and RWSA Board of Director Meetings on Tuesday, July 23rd.
- FEMA Grant for \$198,930 for. Flood Protection Resiliency Design and Scoping Project - to look t wastewater facilities and the protection of that critical infrastructure in flood level rise events.
- Renaming IUMC to Ivy Solid Waste and Recycling Center.
- Drought Watch Reminder/Reference to monitoring and consideration of shift to Drought Warning where restrictions come for public adherence to protect the water supply for the region.
- Participated in CHO Board Workshop on July 9th, where we looked at critical reviews of airport needs by both local passengers and an evolving air travel system.

Deputy City Manager for Administration – Eden Ratliff (he/him)

- Rolled out a new legal intake system for the City Attorney's Office to streamline how we communicate with each other as well as to improve our internal workflow and assignment tracking for legal matters.

Office of Communications & Public Engagement (CAPE) – Director Afton Schneider (she/her)

- Don't forget to catch our new Public Affairs TV show, Inside Charlottesville, on local channel 10. The show will include monthly updates from the City Manager, Police Chief and Fire Chief, various City departments, new hires, events, and more. The next episode premieres this Friday, August 9th.
- We celebrated the City Manager's one-year anniversary in his role last Thursday, August 1st with employees. It was a great event where the City Manager hosted a Q&A session, reflected on his first year, and discussed the promising year we have ahead. The event also gave staff an opportunity to get to know their colleagues from different departments over popcorn and snow cones.

Budget Office – Director Krisy Hammill (she/her)

- Lauren Roos has joined the Budget Office as a Budget Analyst. Lauren is a recent UVA graduate and looks forward to getting to work.
- The City's AAA bond rating has been reaffirmed by both Moody's and S&P. The City's next bond sale is scheduled for August 6th and the proceeds will be used to fund infrastructure improvements including the Buford School Reconfiguration, the new Bypass Fire Station as well as improvements to the City's utility infrastructure.

Office of Human Rights – Director Todd Niemeier (he/him)

- The Office of Human Rights is currently in the hiring process for an Intake Specialist. The Office hopes to re-fill the position by sometime in August.
- The Human Rights Commission hosted a panel of state legislators, human rights commissioners, and other regional partners to discuss upcoming legislative priorities related to human rights generally and specifically to policies affecting housing, homelessness, and wraparound services such as mental health and substance use recovery supports. Information gleaned from this panel discussion and previous community engagement will be used by the Commission to draft a slate of legislative priorities for consideration by City Council.

- On July 25th, from 6:00 pm to 7:30pm, the Office of Human Rights will host a disability pride trivia event in recognition of Disability Pride Month. This event will be held at Firefly restaurant. Reservations are highly recommended, as Firefly trivia nights are popular events. To make a reservation, call Firefly at 434-202-1050. To request a reasonable accommodation to participate, call the Office of Human Rights at 434-970-3023. All entrances and restrooms at Firefly are ADA accessible, and trivia can be played from inside and outside.

Office of Community Solutions – Director Alex Ikefuna (he/him)

- Bridge for Connectivity over Pollocks Branch Creek at CRHA on First Street: OCS, in collaboration with Parks & Recreation, submitted a grant application to the Virginia Department of Conservation & Recreation and was awarded \$307,639.51 to fund the construction of a trail bridge over the Pollocks Branch creek that will connect the Pollocks Branch Trail at 1st Street South at the CRHA community with Rockland Avenue across the creek.
- FY2024 SCAAP: The Office of Community Solutions has submitted the application for the FY2024 State Criminal Alien Assistance Program. The State Criminal Alien Assistance Program (SCAAP) provides federal payments to states and localities that incurred correctional officer salary costs for incarcerating certain undocumented criminal aliens. The award amount is based on the number of undocumented persons incarcerated at the Albemarle-Charlottesville Regional Jail.
- Blue Ridge Area Food Bank (BRAFB): Construction of the new, expanded CDBG-funded commercial cooler and the associated extension of the existing exterior roofline to cover both the existing freezer unit and the new cooler, as well as the staff/volunteer work area has been completed. Food Bank staff report that the new cooler was almost completely filled with donated fresh fruits, melons and produce within 48 hours of them being approved to begin operations. OCS staff thank everyone who helped make the ribbon cutting ceremony such a great event!
- Pollocks Branch Trail Bridge at Jordon Park: An update from the Parks & Rec project manager indicates that construction of the new CDBG-funded trail bridge connecting Jordan Park to the developing Moores Creek trail between Avon Street and 5th Street is substantially complete. Parks & Rec staff is in the process of completing the final punch list items, after which a ribbon cutting celebration will be planned through the Office of Communications and Public Engagement.
- ADA Accessibility Enhancements Program at Johnson Elementary School Playground: City Council approved CDBG funding for Public Works on June 17 for

a series of ADA enhancements at Johnson Elementary. No anticipated final date has been identified yet for the completion of this project, but Public Works has begun site prep work and plans to be done well before the start of the new school year.

- Citywide Grants Inventory Report: The Grants Inventory Report Volume II has been drafted and is being reviewed by upper leadership.
- Friendship Court/Kindlewood, Phase 2: The Funding agreement for Phase 2 of the project has been approved by City Council. This phase of the project would create 104 affordable units. There are four phases in the project. The City Council has approved a total of \$5.750 million in the City Capital Improvements Plan to support infrastructure development and Friendship Court/Kindlewood redevelopment of Phase 2. Staff will begin working on the funding agreement for Phase 3.
- HEAT's Land Bank Component: The City Manager, along with the Deputy City Manager of Operations, met with the OCS Director and Housing Program Manager to discuss the Land Bank component. The City Manager will brief the City Council on HAC recommendations. Following the briefing, staff will be given direction on the next steps.
- Abatement Program Development: Regarding the development of the Abatement Program, the OCS team met with the Deputy City Manager of Operations and the Director of Economic Development to discuss further design and development.
- CRHA's South First Street, Phase 2: The Memorandum of Agreement (MOA) and related Ordinance for South First Street Phase 2 have been approved by the City Council and are now fully executed. OCS is coordinating with the finance and budget staff to establish the necessary accounting mechanisms to support this phase of the project. We are closely monitoring the progress of CRHA's financing and construction plans, which are dynamic and may evolve.
- CRHA's Sixth Street, Phase 1: The Sixth Street Phase 1 project is progressing, with a second reading and council approval scheduled for the August 5th council agenda. This step will advance the city's efforts to increase affordable housing units in the area.
- Grants Management and City Investments Tracking Software: OCS staff have begun work to adopt a new grant management tool, Neighborly Software, and hopes to be able to begin working directly with our subrecipients in the fall of 2024. Neighborly offers program staff and comprehensive set of grant management, monitoring and reporting tools and will provide our community partners for the first time a unified, secure portal through which they will be able to manage many of their city-funded grant programs. Neighborly is used by many of our peer cities throughout the Commonwealth and also offers a robust set of tools for managing and tracking housing program activities.

Office of Sustainability – Director Kristel Riddervold (she/her)

- The Resilient Together project team recently opened the application window for the Climate Resilience Cohort, a grant opportunity to fund community participation in preparing for the local impacts of climate change. The initiative is looking for up to ten community-based organizations that serve disadvantaged or vulnerable community members to participate in the planning process and to help design community-led resilience projects. It is funded by an Environmental Justice Government-to-Government grant from the Environmental Protection Agency. More information and application materials are available [here](#).
- The Climate Program completed the City's community-wide and municipal greenhouse gas inventories for calendar year 2022. Community-wide emissions are down 42% and municipal emissions are down 36% from the 2011 baseline year. More information is available [here](#).
- The Climate Program recently delivered the inaugural Climate Action Update Report, a summary report on progress made towards Charlottesville's emissions reduction goals since the adoption of the Climate Action Plan in January of 2023. In addition to the [report](#), the City's Climate Action Workplan was updated for FY25 and is available [here](#).
- The Office of Sustainability is pleased to have recently launched the [Charlottesville Climate and Sustainability Action Dashboard](#), an engagement tool designed to increase awareness of and involvement in environmental action in the community.
- LED Streetlights Project – The first set of streetlight conversions is being designed by Dominion Energy and we are awaiting confirmation of schedule for installation. Subsequent work orders are being developed for delivery to Dominion.
- City status renewed as Sustainability Partner for 12th year in a row in the Department of Environmental Quality's Virginia Environmental Excellence Program.
- The City received notification of selection for award through the Environmental Protection Agency's 2023 Clean School Bus rebate program. \$420,000 in rebates are intended to support replacement of 2 diesel school buses with electric buses.
- Rivanna Water and Sewer Authority put Charlottesville and Albemarle County in a voluntary drought watch. The Water Conservation Program and Albemarle County Service Authority have put out water conservation public service announcements to encourage the community to save water.

ADA – Coordinator Paul Rudacille (he/him)

- Project Updates:
 - The ROW (Right-of-Way) report is progressing well. We have completed the initial facility data collection for the time being and are now focused on the final edits and data analysis. The team is also QA/QCing (Quality Assurance/Quality Control) all the facility data.
 - We plan to start the Web assessment work when Kevin McDaniel (PIM) returns from vacation in August.
- ADA Requests:
 - The ADA (Americans with Disabilities Act) coordinator received 31 requests for information or complaints during this month.
 - Next Steps:
 - Continue finalizing the ROW report, including the data analysis and QA/QC work.
 - Prepare to launch the Web assessment project when Kevin McDaniel is back in August.
 - Monitor and respond to the 31 ADA-related requests received this month.

Office of Economic Development – Director Chris Engel (he/him)

- OED's Ready to Work program has added two new participating employers: Woodard Properties and Design Electric! Woodard Properties, a Charlottesville property management and development company, has been serving local businesses, students, and the community for over 40 years. Design Electric, founded in 1982, is an electrical contractor providing commercial, industrial, and telecommunications services in Central and Western Virginia. They join ten other City employers committed to offering guaranteed interviews to graduates of the Ready to Work program.
 - Ready to Work certifies job seekers in soft skills, assists with resume and cover letter preparation, and provides mock interview support. Graduates receive guaranteed interviews with any participating Ready to Work employer of their choice. These employers, all City businesses, pay at least \$15 an hour, maintain low barriers to entry-level employment, and offer career ladders for upward mobility. The program is free for both job seekers and employers. To learn more and/or enroll [click here](#).
- Twice per year the Office of Economic Development performs a vacancy study to determine the percentage of vacant 1st floor retail space in six of the City's main retail areas – The Downtown Mall, The Corner, Barracks Road, McIntire Plaza, Preston Plaza, and Seminole Square. While not an all-encompassing study, results of the survey allow OED staff to make determinations as to the overall

health and vibrancy of the City's retail business community. Overall the number of vacancies in these areas rose slightly from 19 in January of this year, to 21 in the July study. This equates to an increase of less than half a percentage in the overall retail vacancy rate, moving from 4.22% to 4.67%, which is still below the 4.9% average for the Charlottesville region according to the Virginia Realtors "Q2 2024 Retail Market Report". Of the six retail areas studied, three saw an increase in the vacancy rate, two experienced a decrease, and one remained consistent with the January report. Notably, two of the areas surveyed, McIntire Plaza and Preston Plaza, both have a 0.00% vacancy rate in the July study. No single area experienced more than two new vacancies in this study. To view the full July 2024 Retail Property Vacancy Report, please visit the OED website.

Finance Office – Director Chris Cullinan (he/him)

- The Government Finance Officers Association (GFOA) awarded the City with its Certificate of Achievement for Excellence in Financial Reporting for the fiscal year 2023 Annual Comprehensive Financial Report. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management. The City has received this award for the 44th consecutive year.
- Charles Clemmer recently joined the Finance Department as the new Comptroller. Charles was previously the Director of Finance for the City of Buena Vista, Virginia. He is a graduate of James Madison University and is a CPA. The previous Comptroller, Glen Pack, was promoted to the position of Assistant Finance Director.

Revenue Office – Commissioner of the Revenue Todd Divers (he/him)

- Charlottesville Homeowner Assistance Program (CHAP) is taking applications through September 2. Call 434-970-3160 or visit www.charlottesville.gov/RELIEF for more information.

Circuit Court Clerk's Office – Llezelle Dugger (she/her)

- The City of Charlottesville will be holding its 5th Congressional District Republican Primary Recount on Thursday, August 1st, 2024, starting at 7:30am at Trailblazer Elementary School Gymnasium (formerly Venable Elementary School Gymnasium). This is open to the public.

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



Agenda Date:	August 5, 2024
Action Required:	Public Hearing and Approval of Ordinance (First Reading)
Presenter:	Lauren Hildebrand, Director of Utilities
Staff Contacts:	Lauren Hildebrand, Director of Utilities
Title:	Ordinance to vacate gas and waterline easements – Garden Street and Former Walnut Street (requesting waiver of 2nd reading)

Background

The City of Charlottesville Department of Utilities received a request to vacate a deed of easement for a natural gas line and waterline under Garden Street and the City right-of-way formerly known as Walnut Street. This city street was vacated in 2011, and the gas and waterline easements were recorded as a result. The Department of Utilities recorded the easements for these natural gas and waterlines in conjunction with the deed of vacation for the former City rights-of-way Walnut Street and an abandoned section of Garden Street, recorded by plat on July 28, 2011 (revised Feb 6, 2012) and deed of vacation and easement on December 5, 2011.

Discussion

The owner, Belmont & Carlton Holdings, LLC is requesting the easements be vacated to develop the land. The natural gas and waterline mains and service connections have since been abandoned. The attached ordinance proposes to vacate the existing natural gas and waterline easements in order to remove an encumbrance for the owner.

Alignment with City Council's Vision and Strategic Plan

This supports City Council's vision and contributes to the Strategic Outcome Area of Organizational Excellence.

Community Engagement

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

Budgetary Impact

None.

Recommendation

Staff recommends the approval of the attached ordinance and deed of vacation.

Alternatives

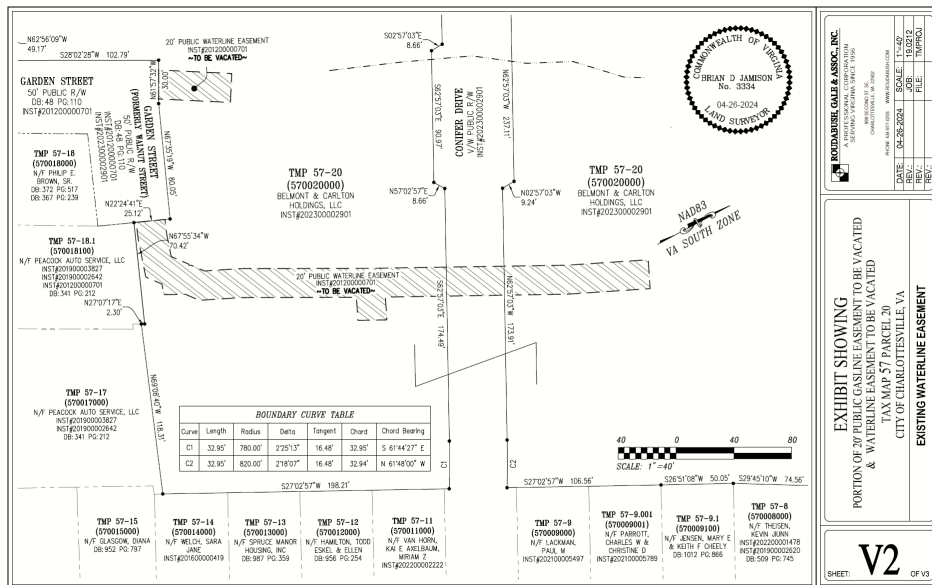
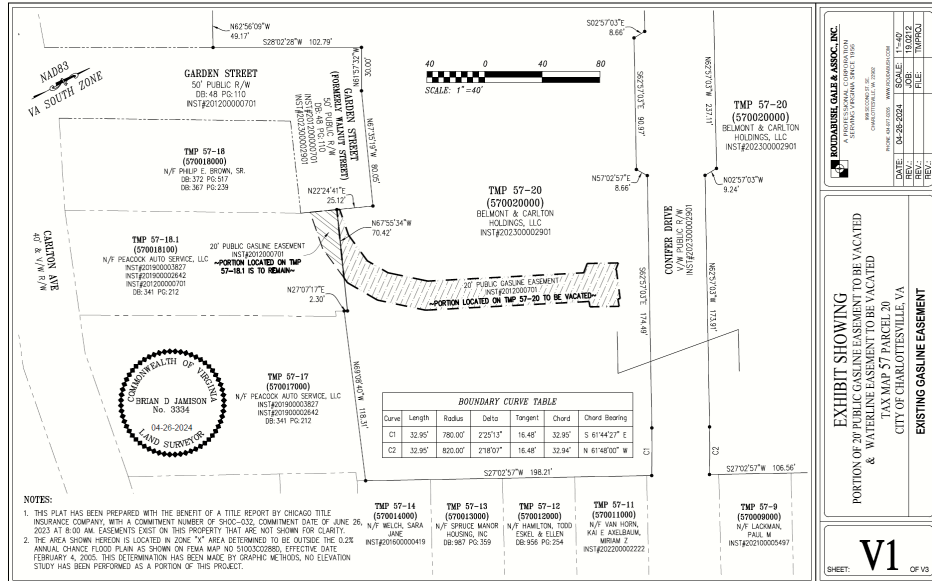
If the ordinance is not approved, the owner Belmont and Carlton Holdings, LLC will not be able to develop their land with natural gas and waterline easements in place.

Attachments

1. Ordinance vacating gas line - Belmont Condos
2. Deed of Vacation of Easement - Belmont Condos
3. Plat (3 pages) - Belmont Condos

ORDINANCE
VACATING CERTAIN UTILITY EASEMENTS
LOCATED AT TMP 57-20 IN THE
CITY OF CHARLOTTESVILLE, VIRGINIA

WHEREAS, Mildred B. Hensley, an individual, and Belmont and Carlton Holdings, LLC, a Virginia limited liability company, previously granted gas and waterline easements to the City, depicted as follows:



WHEREAS, Belmont & Carlton Holdings, LLC has requested City Council to vacate existing public gas utility easement identified as “20’ PUBLIC GASLINE EASEMENT INST#2012000701 **PORTION LOCATED ON TMP 57-20 TO BE VACATED**,” and existing public waterline easement identified as “20’ PUBLIC WATERLINE EASEMENT INST#201200000701 **TO BE VACATED**” on a plat entitled “EXHIBIT SHOWING PORTION OF 20’ PUBLIC GASLINE EASEMENT TO BE VACATED & WATERLINE EASEMENT TO BE VACATED TAX MAP 57 PARCEL 20 CITY OF CHARLOTTESVILLE”, dated April 26, 2024, (the “Plat”); and

WHEREAS City Council has reviewed the information provided by City staff, and conducted a public hearing on August 5th, 2024, after publication of notice of said public hearing within a local newspaper, as required by Virginia Code §§ 15.2-1800 and 15.2-1813;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Charlottesville, Virginia, THAT vacation of the above-described existing natural gas and waterline easements are hereby approved. The City Attorney has prepared a deed of vacation conveyance to effectuate the vacation of the existing natural gas and water easements as approved by this Ordinance.

AND BE IT FURTHER ORDAINED BY CITY COUNCIL THAT the requirement within City Code Section 2-97 (for a two readings of an ordinance) is hereby **WAIVED** and this Ordinance shall be effective upon its adoption by Council without any requirement for a second reading.

Approved by Council
_____, 2024

Clerk of Council

Prepared by: Robin E. Walker (VSB # 73505)
Sands Anderson PC, 919 E. Main Street, Suite 2300, Richmond, Virginia 23219

Tax Map Parcel 570020000
Consideration: \$10.00

Prepared without the benefit of a title examination.

This deed is exempt from state recordation taxes pursuant to Va. Code Sec. 58.1-811(C)(4) and is exempt from the fees imposed by Va. Code Sec. 17-275 pursuant to Va. Code Sec. 17-266

THIS DEED OF VACATION OF EASEMENT (“Deed”) is made as of this _____ day of _____, 2024, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation and political subdivision of the Commonwealth of Virginia (“City”), “Grantor”, and **BELMONT & CARLTON HOLDINGS, LLC**, a Virginia limited liability company, “Grantee”, whose address is 224 14th Street, N.W., Charlottesville, Virginia 22903.

RECITALS:

WHEREAS, Grantee owns certain real property in the City of Charlottesville, Virginia, shown on the 2024 Vacation Easement (as defined below); and

WHEREAS, a Deed of Vacation and Easement dated December 5, 2011, was recorded in the aforesaid Clerk’s Office as Instrument No. 2012000701 (the “Original Deed of Vacation”) which included an Easement Plat, dated July 28, 2011, last revised February 6, 2012, that established and dedicated, a 20’ permanent natural gas line easement and a 20’ permanent waterline easement, to the City as public utility easements, as more particularly shown on the Easement Plat of the Original Deed of Vacation and described below; and

WHEREAS, Grantee requested vacation and release of the Easements by the City, described as follows:

1. The gas line easement dedicated to the City as a public easement by the Original Deed of Vacation and, shown as an area on a plat entitled “EXHIBIT SHOWING PORTION OF 20’ PUBLIC GASLINE EASEMENT TO BE VACATED & WATERLINE EASEMENT TO BE VACATED TAX MAP 57 PARCEL 20 CITY OF CHARLOTTESVILLE, VA”, dated April 24, 2024, attached hereto as Exhibit A (the “2024 Vacation Plat”), said easement being labeled “20’ PUBLIC GASLINE EASEMENT INST#2012000701, **PORTION LOCATED ON TMP 57-20 TO BE VACATED**”; and
2. The waterline easement dedicated to the City as a public easement by the Original Deed of Vacation and, shown as an area the 2024

Vacation Plat labeled “20’ PUBLIC WATERLINE EASEMENT
INST#2012000701~**TO BE VACATED~.**”

Collectively, items (1) - (2) above shall be referred to herein as the “Vacated Easements.”

WHEREAS, Grantee requested the City to vacate the Vacated Easements pursuant to Virginia Code Sec. 15.2-2270; and

WHEREAS, by ordinance adopted by City Council, attached hereto as Exhibit B, the execution of this Deed of Vacation of Easement was authorized.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Incorporation of Recitals. The above recitals are incorporated herein as matters of contract and not mere recitals.

2. Vacation of Easements. The City hereby does hereby VACATE, RELEASE and EXTINGUISH the Vacated Easements.

3. Abandonment. Any and all utility lines, pipes and facilities within the Vacated Easements (the “Facilities”) are hereby abandoned by the City and upon recordation of this Deed automatically inure to the Grantee who hereby accepts the Facilities to the extent they exist in “as-is, where-is” condition. The City shall have no liability associated with the Facilities and Grantee shall indemnify and hold the City harmless against any claims or damages related to the Facilities or the Vacated Easements.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the Mayor of the City of Charlottesville, Virginia, has signed this Deed pursuant to an ordinance adopted _____, 2024.

WITNESS the following signatures and seals.

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____
Juandiego Wade, Mayor

COMMONWEALTH OF VIRGINIA
City of Charlottesville, Virginia

The foregoing instrument was acknowledged before me, a Notary Public in and for the aforesaid City and Commonwealth, by Juandiego Wade, Mayor of the City of Charlottesville, Virginia, on this _____ day of _____, 202_.

Notary Public

Registration #: _____

Approved as to form:



*Name: Robin E. Walker
Sands Anderson, PC, Acting City Attorney*

EXHIBIT A

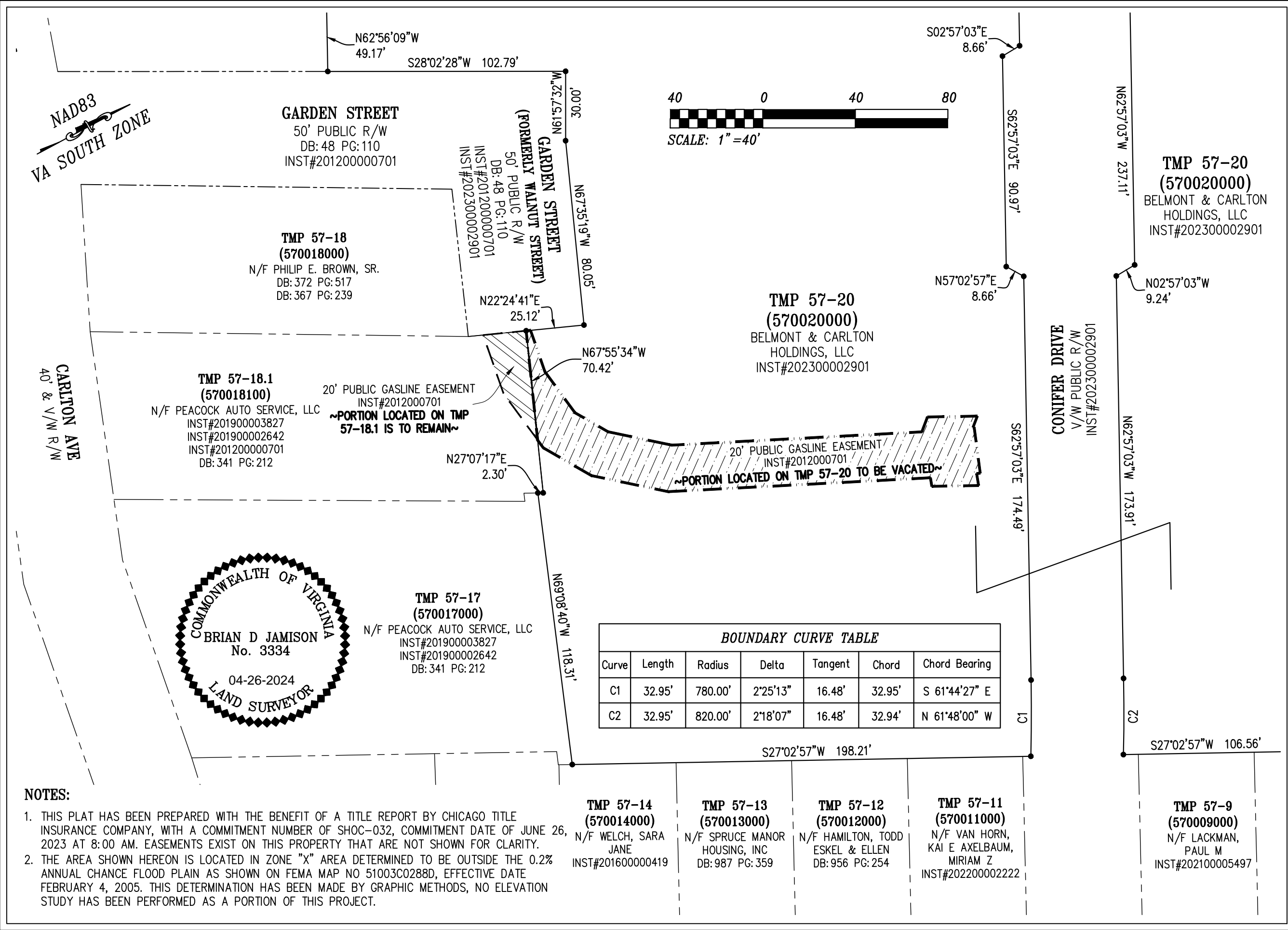
2024 Vacation Plat

(see attached)

EXHIBIT B

Ordinance

(see attached)



NOTES:

1. THIS PLAT HAS BEEN PREPARED WITH THE BENEFIT OF A TITLE REPORT BY CHICAGO TITLE INSURANCE COMPANY, WITH A COMMITMENT NUMBER OF SHOC-032, COMMITMENT DATE OF JUNE 26, 2023 AT 8:00 AM. EASEMENTS EXIST ON THIS PROPERTY THAT ARE NOT SHOWN FOR CLARITY.
2. THE AREA SHOWN HEREON IS LOCATED IN ZONE "X" AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN AS SHOWN ON FEMA MAP NO 51003C0288D, EFFECTIVE DATE FEBRUARY 4, 2005. THIS DETERMINATION HAS BEEN MADE BY GRAPHIC METHODS, NO ELEVATION STUDY HAS BEEN PERFORMED AS A PORTION OF THIS PROJECT.

ROUDABUSH, GALE & ASSOC., INC.
A PROFESSIONAL CORPORATION
SERVING VIRGINIA SINCE 1956
999 SECOND ST. SE.
CHARLOTTEVILLE, VA 22902
PHONE 434-977-0205 WWW.ROUDABUSH.COM

DATE:	04-26-2024	SCALE:	1"=40'
REV.:		JOB:	19.0212
REV.:		FILE:	TMPROJ
REV.:			

EXHIBIT SHOWING
PORTION OF 20' PUBLIC GASLINE EASEMENT TO BE VACATED
& WATERLINE EASEMENT TO BE VACATED
TAX MAP 57 PARCEL 20
CITY OF CHARLOTTEVILLE, VA

EXISTING GASLINE EASEMENT

SHEET: **V1**

OF V3

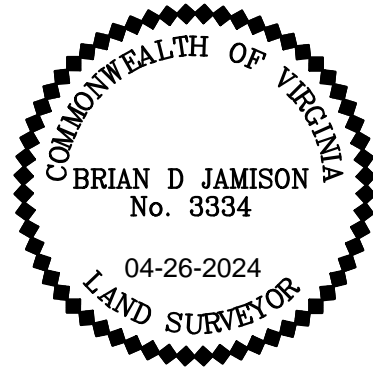
N62°56'09"W
49.17'
S28°02'28"W 102.79'

GARDEN STREET
50' PUBLIC R/W
DB: 48 PG: 110
INST#201200000701

20' PUBLIC WATERLINE EASEMENT
INST#201200000701
~TO BE VACATED~

S02°57'03"E
8.66'

CONIFER DRIVE
V/W PUBLIC R/W
INST#2023000002901



**TMP 57-18
(570018000)**
N/F PHILIP E.
BROWN, SR.
DB: 372 PG: 517
DB: 367 PG: 239

**GARDEN STREET
(FORMERLY WALNUT STREET)**
50' PUBLIC R/W
DB: 48 PG: 110
INST#201200000701
INST#2023000002901

**TMP 57-20
(570020000)**
BELMONT & CARLTON
HOLDINGS, LLC
INST#2023000002901

N57°02'57"E
8.66'

N02°57'03"W
9.24'

**TMP 57-20
(570020000)**
BELMONT & CARLTON
HOLDINGS, LLC
INST#2023000002901

NAD83
VA SOUTH ZONE

**TMP 57-18.1
(570018100)**
N/F PEACOCK AUTO SERVICE, LLC
INST#2019000003827
INST#2019000002642
INST#201200000701
DB: 341 PG: 212

N27°07'17"E
2.30'

N67°55'34"W
70.42'

20' PUBLIC WATERLINE EASEMENT
INST#201200000701
~TO BE VACATED~

S62°57'03"E 174.49'

N62°57'03"W 173.91'

**TMP 57-17
(570017000)**
N/F PEACOCK AUTO SERVICE, LLC
INST#2019000003827
INST#2019000002642
DB: 341 PG: 212

N69°08'40"W 118.31'

BOUNDARY CURVE TABLE						
Curve	Length	Radius	Delta	Tangent	Chord	Chord Bearing
C1	32.95'	780.00'	2°25'13"	16.48'	32.95'	S 61°44'27" E
C2	32.95'	820.00'	2°18'07"	16.48'	32.94'	N 61°48'00" W



S27°02'57"W 106.56'

S26°51'08"W 50.05' S29°45'10"W 74.56'

**TMP 57-15
(570015000)**
N/F GLASGOW, DIANA
DB: 952 PG: 797

**TMP 57-14
(570014000)**
N/F WELCH, SARA
JANE
INST#201600000419

**TMP 57-13
(570013000)**
N/F SPRUCE MANOR
HOUSING, INC
DB: 987 PG: 359

**TMP 57-12
(570012000)**
N/F HAMILTON, TODD
ESKEL & ELLEN
DB: 956 PG: 254

**TMP 57-11
(570011000)**
N/F VAN HORN,
KAI E AXELBAUM,
MIRIAM Z
INST#202200002222

**TMP 57-9
(570009000)**
N/F LACKMAN,
PAUL M
INST#202100005497

**TMP 57-9.001
(570009001)**
N/F PARROTT,
CHARLES W &
CHRISTINE D
INST#202100005789

**TMP 57-9.1
(570009100)**
N/F JENSEN, MARY E
& KEITH F CHEELY
DB: 1012 PG: 866

**TMP 57-8
(570008000)**
N/F THEISEN,
KEVIN JUINN
INST#202200001478
INST#2019000002620
DB: 509 PG: 745

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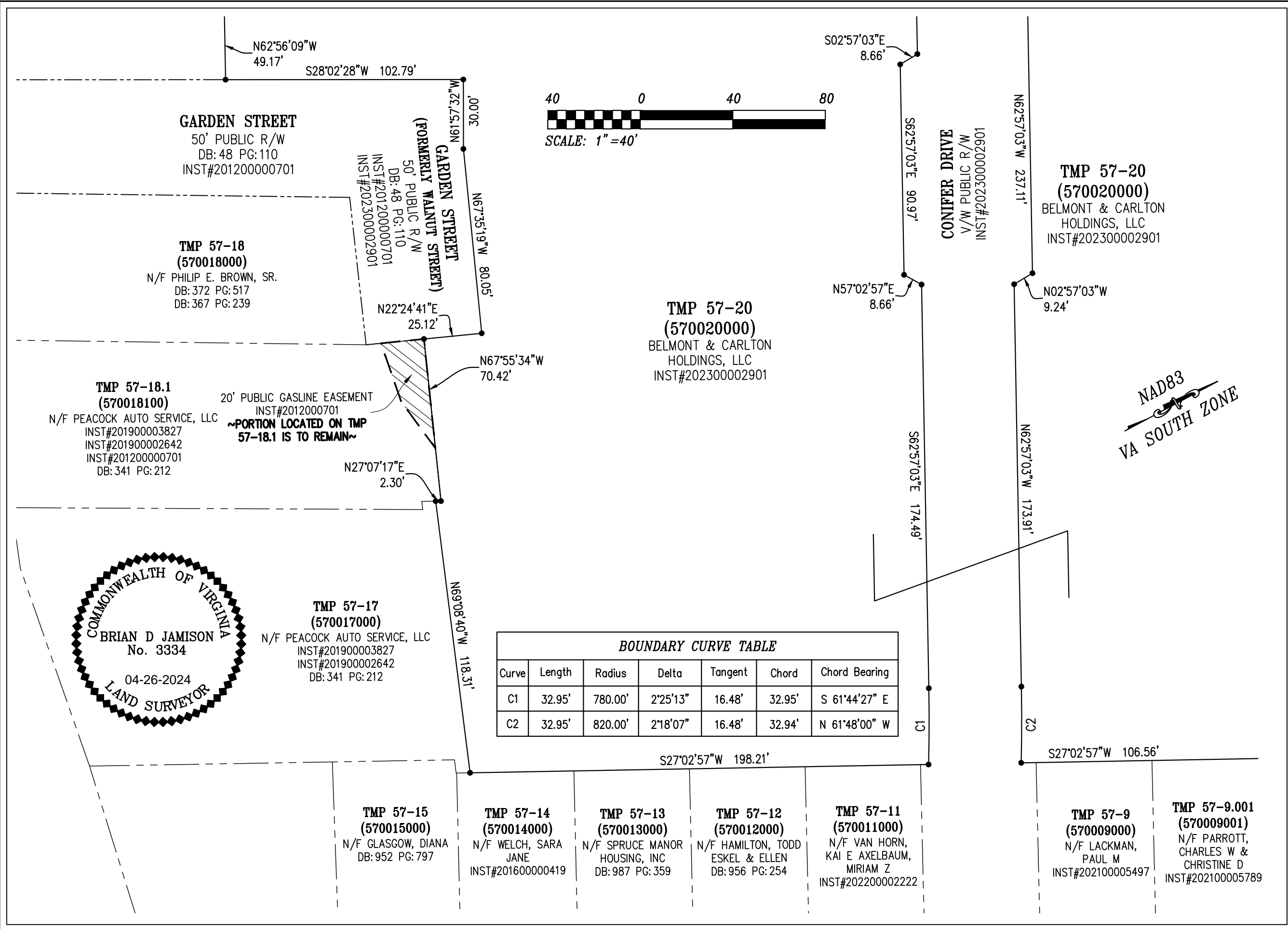
999 SECOND ST. SE.
CHARLOTTESVILLE, VA 22902

PHONE 434-977-0205 WWW.ROUDABUSH.COM

DATE:	04-26-2024	SCALE:	1"=40'
REV.:		JOB:	19.0212
REV.:		FILE:	TMPROJ
REV.:			

EXHIBIT SHOWING
PORTION OF 20' PUBLIC GASLINE EASEMENT TO BE VACATED
& WATERLINE EASEMENT TO BE VACATED
TAX MAP 57 PARCEL 20
CITY OF CHARLOTTESVILLE, VA
EXISTING WATERLINE EASEMENT

SHEET: **V2** OF V3



ROUDABUSH, GALE & ASSOC., INC.
A PROFESSIONAL CORPORATION
SERVING VIRGINIA SINCE 1956
999 SECOND ST. SE.
CHARLOTTEVILLE, VA 22902
PHONE 434-977-0205 WWW.ROUDABUSH.COM

DATE:	04-26-2024	SCALE:	1"=40'
REV.:		JOB:	19.0212
REV.:		FILE:	TMPROJ
REV.:			

EXHIBIT SHOWING
PORTION OF 20' PUBLIC GASLINE EASEMENT TO BE VACATED
& WATERLINE EASEMENT TO BE VACATED
TAX MAP 57 PARCEL 20
CITY OF CHARLOTTEVILLE, VA

AREA FOLLOWING EASEMENT VACATION

SHEET:

V3

OF V3

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



Agenda Date:	August 5, 2024
Action Required:	Approval of the Ordinance
Presenter:	Juandiego Wade - Mayor
Staff Contacts:	Kyna Thomas, Clerk of Council Robinson Hubbard, Deputy City Attorney
Title:	Ordinance to increase the salaries of City Council Members pursuant to 15.2-1414.6 of the Virginia Code (1 of 2 readings)

Background

During the 2024 Legislative Session, the General Assembly amended Virginia Code § 15.2-1414.6 to allow for an increase to the salaries paid to members of City Council. This salary is largely based on the population of the locality being served. Charlottesville is authorized to increase the Mayor's annual salary from \$20,000 to \$37,000. City Councilor salaries may be increased from the current annual salary of \$18,000 to a maximum of \$34,000. In addition, City Council may, by ordinance, adjust the annual salary in any year or years by an inflation factor not to exceed five percent. This salary increase may not take effect until July 1 after the next regularly scheduled general election of council members.

Discussion

Current salaries for City Council are so low that they create a potential barrier to candidates that may not be able to serve on Council due to financial concerns. The increase to salary may give people with less financial means the ability to serve, which would broaden the pool of potential candidates for office.

Alignment with City Council's Vision and Strategic Plan

This action aligns with the City's goal of Organizational Excellence by potentially allowing for a larger pool of candidates for City Council.

Community Engagement

N/A

Budgetary Impact

If the maximum salary increases were approved, the Mayor's salary would increase by \$17,000 a year, and the other four Councilors' salaries would increase by \$16,000. Council could also approve an annual increase of up to 5% per year to match inflation. The salary increases would total \$81,000

in the first year and potentially could increase annually. This increase cannot go into effect until July 1, 2026.

Recommendation

N/A

Alternatives

The alternative is to not pass the Ordinance to increase City Councilors' salaries.

Attachments

1. ORD city council salary increase draftv2 7.17.2024

**AN ORDINANCE
INCREASING THE SALARIES OF MEMBERS OF CITY COUNCIL
PURSUANT TO SECTION 15.2-1414.6 OF THE CODE OF VIRGINIA**

WHEREAS, in July 2024, the Virginia General Assembly amended the Code of Virginia § 15.2-1414.6 to authorize localities to increase the salaries of members of City Council, with the City of Charlottesville receiving authorization to increase the salaries of City Councilors from \$18,000 to \$34,000, and to increase the Mayor's salary from \$20,000 to \$37,000; and

WHEREAS, the statutory limits placed on City Councilor salaries by the General Assembly have not been adjusted for inflation since 1996; and

WHEREAS, the new maximum salaries reflect the impact of inflation between the years 1997 and 2024; and

WHEREAS, the current low salaries for City Council may prevent citizens of middle or lower levels of income from participating in local government, as these citizens may not be able to offset lost income from time spent away from work; and

WHEREAS, pursuant to the Code of Virginia the salary increases contemplated herein cannot come into effect until the July 1 following the next general election for members of City Council, which would be July 1, 2026.

NOW, THEREFORE, BE IT ORDAINED, that the City of Charlottesville, Virginia pursuant to Va Code § 15.2-1414.6, hereby increases the salaries of City Councilors to \$34,000, and the salary of the Mayor to \$37,000. This salary increase will take effect on July 1, 2026.

Approved by Council
August ____, 2024

Kyna Thomas, MMC
Clerk of Council

Suggested Motion: I move to pass this ordinance and increase the salaries of City Council and of the Mayor, effective July 1, 2026.

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



Agenda Date:	August 5, 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 (2nd reading)

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.;
 - (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, ~~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:	August 5, 2024
Action Required:	Approval of the Ordinance
Presenter:	Eden Ratliff, Deputy City Manager, Krisy Hammill, Director of Budget
Staff Contacts:	Eden Ratliff, Deputy City Manager Krisy Hammill, Director of Budget
Title:	Ordinance Approving Financial Assistance to Support Residential Rental Housing at Carlton Mobile Home Park For Persons of Low and Moderate Income and Authorizing the City Manager to Execute and Deliver a Support Agreement in Connection with the Same.

Background

The Carlton Mobile Home Park ("the Park") is a 6-acre mobile home park located in the City of Charlottesville. The current owners of the park have provided notice to the tenants of the Park that an offer to purchase the Park has been received. Piedmont Housing Alliance ("PHA") and the Greater Charlottesville Habitat for Humanity, Inc. ("GCHH") are asking the City to provide financial support to assist their efforts to secure financing for the purpose of purchasing and redeveloping the Park. The sale of the Park to another buyer would likely jeopardize the continued use of the property for low to moderate income housing. Currently, there are approximately 67 units served by the property. PHA and GCHH have until August 6, 2024 to make an offer to purchase the park. The parties currently intend to obtain outside financing to purchase the Park. PHA and GCHH request that the City provides annual support over the next five years for a total amount not to exceed \$8.7M, in the event that they effectively purchase and become bona fide owners of the Park.

Discussion

Approval of this ordinance expresses the City Council's intent to provide financial assistance to PHA and GCHH consistent with Virginia Code Sec. 15.2-958. The financial assistance would be subject to annual appropriation and the agreed-upon terms that will be defined as part of a Support Agreement. Financial assistance from the City is necessary in order for PHA and Habitat to secure debt financing to purchase the Park. A draft of the Support Agreement is included and Council is being asked to approve the agreement as to form and to authorize the City Manager to finalize the final terms and execute the Agreement. Final terms will address other matters including: the time frame in which the Park will be developed, the number of affordable units to be included in the redevelopment, and other matters important to all parties. If the current owners accept the offer from PHA and GCHH, staff will return to Council with a final funding agreement that would define these desired conditions and a performance matrix that the Council may consider making a condition of its support of the redevelopment. No City funds would be appropriated unless and until PHA and Habitat have

obtained sufficient financing and successfully executed a purchase of the Park, consistent with Virginia Code Sec. 15.2-958.

Alignment with City Council's Vision and Strategic Plan

This item aligns with the Affordable Housing Strategic Outcome Area and the Affordable Housing Plan.

Community Engagement

Representatives of Legal Aid Justice Center, Greater Charlottesville Habitat for Humanity, Inc., and Piedmont Housing Alliance, have met with residents of the Park and have received support from at least 25% of the existing tenants with a valid lease in the Park to make an independent offer to purchase the Park.

Budgetary Impact

The Support Agreement is a non-binding obligation to budget and appropriate funds annually to PHA and GCHH to support the purchase and redevelopment of this property. Based on current estimates, the total amount being requested is \$8.7 million. No funds will be released until there is confirmation that the offer from PHA and GCHH has been accepted by the buyer and that PHA and GCHH, or some combination of the two, have secured the necessary funding and become the bona fide new owners of the property. Any agreements between the City and PHA, GCHH and/or some combination thereof, will only be formalized upon PHA and GCHH taking ownership of the property. The Ordinance requests \$365,000 be provided to help support related costs that are anticipated to be incurred between now and December 2024 which will be funded using previously appropriated funds intended to be used for the Land Bank, conditioned upon PHA and GCHH acquiring ownership of the Park. If additional funds are required during the current fiscal year (FY 25) staff will return to Council for approval to use additional land bank funds and/or funds from the Capital Contingency Fund. The remaining funding will be presented to this and future Councils for consideration annually as part of the regular budget process. Due to the nature of the project, funding for this project must come from cash sources and would not be considered as bondable. The particular sources for the cash funding will be identified annually when the City Manager presents the budget to Council but would most likely be in the form of a transfer from the General Fund.

Recommendation

If Council desires to provide financial support for this project, approval of the ordinance is recommended.

Alternatives

Council could choose not to approve the ordinance.

Attachments

1. Charlottesville-Carlton Mobile Home Park Support Agmt. 4889-6947-7077 v.1
2. Charlottesville - Misc - City Ordinance (Carlton Mobile Home Park) - 8.2.2024 - RJH - KH (3)

SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT, made as of _____, 2024, between the **CITY OF CHARLOTTESVILLE, VIRGINIA** (the “City”), and _____ Piedmont Housing Alliance and Greater Charlottesville Habitat for Humanity (“PHA & GCHH”), a nonprofit entity authorized to transact business in the Commonwealth of Virginia;

WITNESSETH:

WHEREAS, Section 15.2-958 of the Code of Virginia of 1950, as amended (the “Virginia Code”), (a) declares that “the preservation of existing housing in safe and sanitary condition and the production of new housing for persons of low and moderate income are public purposes and uses for which public money may be spent” and (b) authorizes the governing body of any locality, by ordinance, to “make grants or loans to owners of residential rental property occupied, or to be occupied, following rehabilitation or after construction if new, by persons of low and moderate income, for the purpose of rehabilitating or producing such property;” and

WHEREAS, there exists in the City of Charlottesville, Virginia (the “City”), a mobile home park consisting of approximately 6 acres and providing approximately 67 units, known as “Carlton Mobile Home Park” (the “Park”); and

WHEREAS, pursuant to the provisions of Section 55.1-1308.2(B) of the Virginia Code, the owners of the Park provided notice to the Virginia Department of Housing and Community Development and the tenants of the Park that the owners have received an offer to purchase the Park and that they intend to accept such offer; and

WHEREAS, Section 55.1-1308.2(B) requires that, for a 60-day period following such notice, the owners of the Park consider additional offers to purchase the Park from any entity that provides documentation that it represents at least twenty-five percent (25%) of the tenants with a valid lease in the Park; and

WHEREAS, representatives of Legal Aid Justice Center, Greater Charlottesville Habitat for Humanity, Inc., and Piedmont Housing Alliance have represented to the City that (a) the proposed sale of the Park would jeopardize the continued use and operation of the Park as residential rental housing for persons of low and moderate income, (b) together with other community representatives, it received support from at least 25% of the existing tenants with a valid lease in the Park to make an independent offer to purchase the Park; and (c) PHA & GCHH have obtained a loan and intends to use the proceeds to purchase the Park and subsequently to redevelop the Park for the purpose of providing residential rental and other housing for persons of low and moderate income; and

WHEREAS, the Council of the City (the “Council”) adopted on _____, 2024, an ordinance (a) expressing its intent, subject to annual appropriation, to provide financial assistance to the PHA & GCHH for purposes consistent with Virginia Code § 15.2-958 (b) authorizing the execution of an agreement to effectuate such financial assistance;

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto agree as follows:

1. PHA & GCHH represents and covenants that it (a) has obtained one or more loans in the aggregate amount of \$_____ payable over a ____ year term, and (b) will use the proceeds thereof, together with other available funds, to finance the purchase of the Park and subsequent redevelopment of the Park for the purpose of providing residential rental and other housing for persons of low and moderate income. City funds shall not be appropriated unless and until PHA & GCHH has obtained sufficient financing and successfully executed purchase of the Park.

2. In the annual budget and appropriation authorizations submitted to the Council for the City's fiscal year commencing with the current fiscal year, and continuing for each fiscal year thereafter through the fiscal year ending June 30, [2029], the City Manager is directed to include for Council's consideration an appropriation to PHA & GCHH of an amount requested by PHA & GCHH to be necessary to cover debt service due on the loan(s) described above in the next fiscal year (less any deductions calculated pursuant to the terms of the funding agreement (described below)); provided, however, that unless otherwise agreed by Council, the aggregate amount payable by the City to the PHA & GCHH over the term of this Agreement shall not exceed \$[8,700,000]. Payment by the City of any of such appropriation shall be subject to the provisions of paragraph 3 below. Within ten (10) days after the adoption of each such budget and related appropriation authorizations, but not later than July 15 of each year, the City Manager or his designee shall inform PHA & GCHH in writing if the Council has failed to budget and authorize an appropriation of the amount requested by PHA & GCHH. The initial appropriation authorized by Council pursuant to this Agreement in the amount not to exceed \$[_____] shall be disbursed to PHA & GCHH no later than ____ days after execution of this Agreement. Subsequent annual appropriations to PHA & GCHH shall be disbursed to PHA & GCHH no later than _____ of the relevant year.

3. The Council hereby undertakes a non-binding obligation to budget and appropriate annually to PHA & GCHH the amount referenced in paragraph 2 above, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth of Virginia. The Council, while recognizing that it is not empowered to make any binding commitment to make such appropriations in future fiscal years, hereby states its intent to make such appropriations in future fiscal years, and hereby recommends that future Councils do likewise.

4. NOTHING HEREIN CONTAINED IS OR SHALL BE DEEMED TO BE A LENDING OF THE CREDIT OF THE CITY TO PHA & GCHH OR ANY OTHER PERSON; AND NOTHING HEREIN CONTAINED IS OR SHALL BE DEEMED TO BE A PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE CITY. NOTHING HEREIN CONTAINED SHALL BIND OR LEGALLY OBLIGATE THE COUNCIL TO APPROPRIATE FUNDS TO PHA & GCHH FOR THE PURPOSES DESCRIBED HEREIN.

5. The Council acknowledges that it is entering into this Agreement on behalf of the City in consideration of PHA & GCHH's purchase of and plan to redevelop the Park for the purpose of continuing to provide residential rental housing for persons of low and moderate income. In return for such financial support and as required by Section 15.2-958 of the Virginia

Code, the parties will enter into a separate funding agreement related to (a) the requirements of Section 15.2-958 of the Virginia Code, with respect to the minimum number of rental units in the Park (including after any redevelopment) that will be reserved for persons of low and moderate income and for what period of time, and (b) such other requirements that the City may determine to impose in connection with providing such financial assistance to PHA & GCHH. A failure by PHA & GCHH to comply in all material respects with the provisions of such funding agreement shall be cause for the City to terminate this Agreement.

6. Any notices or requests required to be given hereunder shall be deemed given if sent by registered or certified mail, postage prepaid, addressed (a) if to PHA & GCHH, to _____; and (b) if to the City, to 605 East Main Street, Charlottesville, VA 22902 (Attention: City Manager), with a copy to the City Attorney. Any party may designate any other address for receiving notices and requests by giving written notice to the other parties under this Agreement.

7. This Agreement shall be governed by the laws of the Commonwealth of Virginia.

8. If any clause, provision, or section of this Agreement shall be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect the remainder of this Agreement which shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in this Agreement.

9. This Agreement may be executed in several counterparts each of which shall be an original and all of which together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed in their respective names as of the date first above written.

CITY OF CHARLOTTESVILLE, VIRGINIA

By _____
City Manager

[PHA & GCHH]

By _____
Title: _____

**AN ORDINANCE APPROVING FINANCIAL ASSISTANCE
TO SUPPORT RESIDENTIAL RENTAL HOUSING AT
CARLTON MOBILE HOME PARK FOR PERSONS OF
LOW AND MODERATE INCOME AND AUTHORIZING
THE CITY MANAGER TO EXECUTE AND DELIVER A
SUPPORT AGREEMENT IN CONNECTION WITH THE
SAME**

WHEREAS, Section 15.2-958 of the Code of Virginia of 1950, as amended (the “Virginia Code”), (a) declares that “the preservation of existing housing in safe and sanitary condition and the production of new housing for persons of low and moderate income are public purposes and uses for which public money may be spent,” and (b) authorizes the governing body of any locality by ordinance to “make grants or loans to owners of residential rental property occupied, or to be occupied, following rehabilitation or after construction if new, by persons of low and moderate income, for the purpose of rehabilitating or producing such property;” and

WHEREAS, there exists in the City of Charlottesville, Virginia (the “City”), a mobile home park consisting of approximately 6 acres and providing approximately 67 units, known as “Carlton Mobile Home Park” (the “Park”); and

WHEREAS, pursuant to the provisions of Section 55.1-1308.2(B) of the Virginia Code, the current owners of the Park have provided notice to the Virginia Department of Housing and Community Development and to the tenants of the Park that the current owners have received an offer to purchase the Park and that they intend to accept such offer; and

WHEREAS, Section 55.1-1308.2(B) requires that, for a 60-day period following such notice, the current owners of the Park consider additional offers to purchase the Park from any entity that provides documentation that it represents at least twenty-five percent (25%) of the tenants with a valid lease in the Park; and

WHEREAS, representatives of Legal Aid Justice Center, Greater Charlottesville Habitat for Humanity, Inc., and Piedmont Housing Alliance, have described to the City Council (the “Council”) that (a) the proposed sale of the Park may jeopardize the continued use and operation of the Park as residential rental housing for persons of low and moderate income, (b) such representatives have received support from at least 25% of the existing tenants with a valid lease in the Park to make an independent offer to purchase the Park; and (c) Piedmont Housing Alliance and the Greater Charlottesville Habitat for Humanity, Inc. (or a special purpose entity at least partially owned by one or both of the foregoing) (the entity that ultimately purchases the Park hereinafter referred to as the “PHA & GCHH”) intend to obtain a loan and use the proceeds to purchase and redevelop the Park for the purpose of providing residential rental and other housing for persons of low and moderate income; and

WHEREAS, such representatives have also requested that the City provide a statement of intention to commit financial support to PHA & GCHH, upon them becoming the bona fide owners of the Park, for purposes consistent with Virginia Code § 15.2-958.

WHEREAS, the City is willing to enter into a Support Agreement (the “Support Agreement”), by which the Council, subject to appropriation, will undertake to authorize annual payments to or for the benefit of the PHA & GCHH, should they become owners of the property; and

WHEREAS, there has been made available at this meeting a draft of the Support Agreement;

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

1. It is hereby found and determined that providing financial assistance consistent with Virginia Code § 15.2-958 to PHA & GCHH, upon them becoming the bona fide owners of the Park, will achieve the following objectives: (a) will support the provision of residential rental housing for persons of low and moderate income at the Park, (b) will be in the public interest of the City and its residents, and (c) will be in furtherance of powers of the City under applicable Virginia law.

2. The Council hereby expresses its intent, subject to annual appropriation, to provide financial assistance to PHA & GCHH upon them becoming the bona fide owners of the Park for purposes consistent with Virginia Code § 15.2-958. Such financial assistance is currently estimated not to exceed \$8,700,000, in the aggregate, and to be payable in installments over an estimated period of five (5) years. Only upon PHA & GCHH becoming the bona fide owners of the Park, the Council hereby appropriates for the current fiscal year ending June 30, 2025, an amount up to \$365,000 to be payable to PHA & GCHH for purposes consistent with Virginia Code § 15.2-958. The City and the PHA & GCHH intend to enter into a separate funding agreement, which is to be approved by subsequent action of Council, to address (a) the requirements of Virginia Code § 15.2-958, with respect to the minimum number of rental units in the Park (including after any redevelopment) that will be reserved for persons of low and moderate income and for what period of time, and (b) such other requirements that the City may desire to impose in connection with providing such financial assistance to PHA & GCHH, upon them becoming the bona fide owners of the Park. City funds shall not be appropriated unless and until PHA & GHCC have obtained sufficient financing and successfully executed purchase of the Park.

3. Pursuant to Virginia Code § 15.2-958, the appropriation of City funds is conditional and shall not occur unless and until PHA & GCHH has obtained sufficient financing, successfully executed the purchase, and become the bona fide Owners of the Park.

4. The City Manager is hereby authorized and directed to execute and deliver the Support Agreement. The Support Agreement shall be in substantially the form made available at this meeting, which is hereby approved, with such completions, omissions, insertions, or changes not inconsistent with this Ordinance as may be approved by the City Manager, whose approval shall be evidenced conclusively by the execution and delivery thereof.

5. The Council, while recognizing that it is not empowered to make any binding commitment to make such appropriations in future fiscal years, hereby states its intent to make such appropriations in future fiscal years, and hereby recommends that future Councils do likewise during the term of the Support Agreement.

6. All other actions of City officers in conformity with the purposes and intent of this Ordinance and consistent with Virginia Code § 15.2-958 are hereby ratified, approved, and confirmed. City officers are hereby authorized and directed to execute and deliver all certificates and instruments and to take all such further action as may be considered necessary or desirable in connection with the completion of the plan of financing.

7. This Ordinance shall take effect immediately.

Adopted: _____, 2024

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



Agenda Date: August 5, 2024

Action Required:

Presenter: Ben Chambers, Transportation Planning Manager

Staff Contacts: Ben Chambers, Transportation Planning Manager

Title: Resolution to confirm the selection of a preferred alternative design for access control at Cedar Hill Drive as part of the Hydraulic Road/District Avenue roundabout project

Background

In 2022, the Charlottesville Albemarle Metropolitan Planning Organization (CAMPO) submitted an application to the Commonwealth Transportation Board's SMART SCALE process to secure funding for a roundabout project at the intersection of Hydraulic Road and District Avenue/Cedar Hill Drive. This project application followed years of planning, which developed a lower cost solution to eliminate dangerous left-turn movements at the intersection of US 29 and Hydraulic Road. This solution includes the roundabout currently under construction at Hillsdale Drive, to the east of US 29, and this second roundabout at District Avenue, to the west of US 29.

The intersection of Hydraulic Road and District Avenue/Cedar Hill Road is a unique challenge in the region and currently has a unique design to address that challenge. The intersection is on the border of the City and Albemarle County, between the Stonefield shopping center and the Meadows neighborhood. The intersection as currently designed includes controls for turns into the Meadows onto Cedar Hill Drive, heading southbound, and has a mix of traffic lights and a stop sign controlling the same intersection.

VDOT's work on the design of the roundabout is focused on addressing a range of traffic and access issues, but needs guidance on how to handle the control of access to Cedar Hill Drive. VDOT developed two design alternatives to solicit feedback from local staff and residents. Alternative A removes southbound access to Cedar Hill Drive from the roundabout design, making that connection a one-way northbound only exit for the neighborhood. Alternative B would maintain two-way traffic on the Cedar Hill Drive leg of the intersection. Alternative A would have fewer impacts on privately-owned properties in the City than Alternative B.

VDOT collected feedback on the two design alternatives from residents in-person at a Citizen Information Meeting in June 2024, as well as via email. Most participants were residents of the Meadows. Most participants supported the selection of Alternative A as the preferred alternative.

Discussion

A resolution supporting the selection of a preferred alternative for the District Avenue Roundabout is before council and VDOT is looking for direction to move to the next stage of engineering.

Alignment with City Council's Vision and Strategic Plan

The selection of a preferred alternative for the District Avenue Roundabout supports the Comprehensive Plan's goal to "Maintain a safe and efficient transportation system to provide mobility and access" and its strategies to "Encourage new street connections and alternate traffic patterns, where appropriate, to improve connectivity, reduce trip lengths for all users, and distribute traffic volumes across the street network" and to "Minimize the effects of congestion on local residents, commuters, and the movement of goods and services".

Community Engagement

VDOT held a Citizen Information Meeting on June 4, 2024 at the Holiday Inn-University Area on Emmet Street. The majority of attendees were residents of the Meadows and indicated large majority support for Alternative A.

Budgetary Impact

There is no direct impact to the General Fund from the selection of a preferred alternative for the District Avenue Roundabout.

Recommendation

Adoption of the resolution confirming the selection of Alternative A as the preferred alternative for the District Avenue Roundabout.

Alternatives

Council may select Alternative B and pass a resolution of confirming the support for Alternative B. If Council is unable to come to a determination on the preferred alternative, VDOT will return to the Commonwealth Transportation Board for direction, which could include an overriding selection of the preferred alternative.

Attachments

1. District Ave Roundabout Preferred Alternative Resolution 7.22.24

**A RESOLUTION
TO CONFIRM THE SELECTION OF A PREFERRED ALTERNATIVE FOR ACCESS
CONTROL AT CEDAR HILL DRIVE AS PART OF THE DISTRICT AVENUE
ROUNDBOUT AT HYDRAULIC ROAD PROJECT**

WHEREAS, the City of Charlottesville (hereafter “City”) is a municipal corporation duly organized and existing under the laws of the Commonwealth of Virginia; and

WHEREAS, the City Council is the legislative body of the City; and

WHEREAS, the Charlottesville-Albemarle Metropolitan Planning Organization (CAMPO), in cooperation with the Virginia Department of Transportation (VDOT) and the Thomas Jefferson Planning District Commission (TJPD) completed a comprehensive Long Range Transportation Plan (“2045 LRTP”) in May 2019; and

WHEREAS, the Hydraulic Small Area Plan was adopted as an amendment to the Charlottesville Comprehensive Plan on May 7, 2018; and

WHEREAS, the Council of the City of Charlottesville adopted a resolution endorsing the submission of the District Avenue Roundabout (at Hydraulic Road) project as a SMART SCALE application as part of a package of applications to be submitted by the Charlottesville Albemarle Metropolitan Planning Organization (CAMPO) in August 2022; and

WHEREAS, the Commonwealth Transportation Board unanimously agreed to the funding of selected SMART SCALE applications, including the District Avenue Roundabout project, in May 2023; and

WHEREAS, the existing conditions at the intersection of Cedar Hill Drive and Hydraulic Road control access from that intersection southbound into the Meadows neighborhood; and

WHEREAS, the Virginia Department of Transportation (VDOT) project management team has developed two design alternatives for consideration that treat the access to Cedar Hill Drive differently; and

WHEREAS, VDOT held a Citizen Information Meeting on June 4, 2024, at the Holiday Inn-University Area on Emmet Street to solicit feedback on the two design alternatives; and

WHEREAS, the majority of the feedback received on the two design alternatives was from residents in the Meadows neighborhood who would be most directly impacted by either alternative; and

WHEREAS, the majority of the feedback received on the two design alternatives was in favor of the alternative that would only allow northbound access from Cedar Hill Drive into the roundabout and remove the southbound access from the roundabout onto Cedar Hill Drive, creating a one-way connection, which is described as “Alternative A” by VDOT;

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville that the Council fully endorses the selection of Alternative A (One-way connection for Cedar Hill

Road at Hydraulic Road) as the preferred alternative for the District Avenue Roundabout (at Hydraulic Road) project.

ADOPTED, on this the 5th day of August 2024 by Charlottesville City Council.

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



Agenda Date:	August 5, 2024
Action Required:	Approve Resolution
Presenter:	Chris Gensic, Park and Trail Planner, Riaan Anthony, Director of Parks & Recreation
Staff Contacts:	Chris Gensic, Park and Trail Planner Brenda Kelley, Redevelopment Manager Riaan Anthony, Director of Parks & Recreation
Title:	Resolution approving the acquisition of land near Grove Road and the western portion of McIntire Park and placement of an open space conservation easement of such park land - 0 Grove Road

Background

For several years, the City and the owners of a parcel of land at the west end of McIntire Park (0 Grove Road – see attached full description of the property acquisition transaction and Location Map) have discussed the sale of their land to the City for the purpose of a City trail. The Department of Parks and Recreation seeks to acquire land for this trail extension enabling a continuous link through this portion of the City.

Discussion of this property acquisition has been in front of City Council on the following previous occasions:

December 2, 2019 – City Council approved the appropriation of \$50,000 in grant funds from the Virginia Outdoors Foundation (VOF) for property acquisition; and discussed the triggering of a \$1 Circuit Court deed recording fee upon use of the VOF grant funds/recording of an open space conservation easement.

May 16, 2022 – City Council held a public hearing in advance of a future agenda item to receive required public input for the approval of the grant and for the land purchase which would then trigger a \$3 per real estate deed Circuit Court transaction, which is the current fee up from the \$1 fee in 2019. Upon recording of the open space conservation easement, following the purchase of the property, this fee will be collected by the Circuit Court and remitted to the State for the benefit of VOF. At this meeting, the Department of Parks and Recreation advised that this item would be coming back to the City Council for further action. City Council requested additional information regarding: (1) where the \$3 fee goes; and (2) does the Charlottesville recording fee transaction specifically benefit the City or does it go into VOF general coffers? Staff responds that the \$3 per deed fee is collected by the Circuit Court and goes to the Virginia Outdoors Foundation, a division of the state Department of Conservation and Recreation. The money is collected from all localities to

fund grants to buy land, so Charlottesville will now be joining the pool of localities that contribute to the VOF fund.

A. Virginia Outdoors Foundation Grants

The City secured a grant through the VOF to pay for the property acquisition at the west end of McIntire Park. The funding from VOF does come with the following conditions.

- 1) the purchase of this parcel with VOF funds must subsequently be combined with an additional five acres of McIntire Park land and be placed under an open space conservation easement for the benefit of VOF.
- 2) the City's acceptance of this grant funding will require the City of Charlottesville Circuit Court to start charging and collecting a three dollar (\$3.00) fee with the recording of every deed, deed of trust, contract, or other such instrument. The fee shall be collected by the Circuit Court and remitted to the Commonwealth for the benefit of VOF. The VOF will use these collected funds for continued grant funding for property acquisition for open space conservation throughout the Commonwealth.

"Virginia Recordation Tax Act" authorizes such contribution by the Circuit Court to the VOF. Specifically, Va. Code Ann. § 58.1-817 states:

In addition to all other taxes and fees imposed by this chapter, beginning July 1, 2020, there is hereby imposed a \$3 fee on every deed, deed of trust, contract, or other instrument admitted to record in those jurisdictions in which open-space easements are held by the Virginia Outdoors Foundation. See Va. Code Ann.

§ 58.1- 800 et. seq.

The Virginia Outdoors Foundation, in administering the Open-Space Lands Preservation Trust Fund, is authorized to receive funds for open-space preservation. See Va. Code Ann. § 10.1-1800 et. seq. Citizens recording land instruments in jurisdictions with a VOF easement are then charged for every deed, deed of trust, contract, or other instrument admitted to record in that jurisdiction for the benefit of VOF. See opinion of Attorney General to Ms. Brett C. Glymph, E.D., Virginia Outdoors Foundation, 15-081, (9/1/16). There are already VOF easements on City land located in Albemarle County and the fee is already applied to filing land transactions in the Albemarle Circuit Clerk's Office. Currently there are no VOF easements within the City of Charlottesville.

Consent by the City to accept VOF's grant money for this parcel will constitute consent for the additional three dollar recording fee in the City. It is important to note that this is a one-time charge per parcel and transaction. If the fee has been paid at the time of recordation of the original deed, no additional recordation fee is required for deeds of confirmation; correction; transfer deeds between husband and wife; and notices of assignment of a deed of trust or mortgage. Further, colleges, religious organizations, the federal government, the state, and/or localities, are not subject to the fee. The benefit of this VOF grant program is that it provides an ongoing source of funding which will be separately maintained as designated solely for the purpose of providing grants **to localities acquiring fee simple title or other rights, interests, or privileges in property**. See Va. Code Ann. § 10.1-1801.1.

The City has the authority to acquire this land and enter into a VOF easements based on Va. Code

Ann. § 10.1-1701. The statute states: “To carry out the purposes of this chapter, any public body may (i) acquire by purchase..., grant or otherwise title to or any interests or rights of not less than five years’ duration in real property that will provide a means for the preservation or provision of open-space land...” See Va. Code Ann. § 10.1-1701. The definition of public body includes a municipality. See Va. Code Ann. § 10.1-1700. Further, the Virginia legislature has made it clear that, “(i)nsofar as the provisions of this chapter are inconsistent with the provisions of any other law, the provisions of this chapter shall be controlling. The powers conferred by this chapter shall be in addition and supplemental to the powers conferred by any other law.” See Va. Code Ann. § 10.1-1705.

B. Public Hearing Requirement

To purchase this land with VOF funds, the City is required to hold a public hearing before approving an open space easement. This easement constitutes a disposition of property rights over park land. A city’s grant of a conservation easement to a conservation organization effectively results in a permanent dedication of public property to its current public use and is thus a form of sale of municipal property. See opinion of Attorney General to The Honorable Viola O. Baskerville, Member, House of Delegates, 00-062 (11/3/00). The City may sell easement rights..., provided that no such real property, whether improved or unimproved, shall be disposed of until the governing body has held a public hearing concerning such disposal. See Va. Code Ann. § 15.2-1800B. A public hearing was held on May 16, 2022.

C. Required Recorded Vote by Three Fourths Majority

Va. Code Ann. § 15.2-1800 clearly establishes that the City may acquire title to, or any interests in, any real property, whether improved or unimproved, within its jurisdiction, for any public use. See Va. Code Ann. § 15.2-1800A. However as stated above, a conservation easement over park land is a form of land disposition subject to Article VII, Section 9 of the Constitution. This section states in relevant part: “(n)o rights of a city...in and to its...parks...**shall be sold except by an ordinance or resolution passed by a recorded affirmative vote of three fourths of all members elected** to the governing body.” See Va. Const. Art. VII, § 9. Therefore, the City Council after a public hearing may by resolution of a three fourths majority accept this grant funding from VOF and approve placement of an open space easement for the benefit of VOF over five acres of land on the west side McIntire Park. Approval of this Resolution can only be passed after a public hearing and an affirmative vote of four of the five City Councilors in favor of such Resolution.

Whereupon, If City Council votes for the attached resolution, City staff would: (1) use VOF funds to acquire this trail land at the west end of McIntire Park; and (2) enter into the VOF easement over approximately five acres on the west side of McIntire Park, in addition to the property to be acquired; and (3) record such easement triggering the Charlottesville Circuit Court’s ongoing collection of three dollar recording fees in the City of Charlottesville for the benefit of VOF.

Discussion

The parcel to be acquired is at the west end of McIntire Park and will allow construction of the 250-bypass shared use path which shall connect to Meadowbrook Heights Road and the existing section of trail from that point west to Hydraulic Road.

The Seller’s asking price is \$55,000. The grant will cover \$50,000 of the acquisition cost and an

additional \$5,000 will come from the existing Parks & Recreation Capital Improvement Plan (CIP) trails and land acquisition fund. Survey and title work has already been completed on the parcel.

The Clerk of Court is aware of and supports the three dollar per deed and/or instrument fee. The City of Charlottesville is one of only a handful of localities that does not yet participate in this program state-wide.

Alignment with City Council's Vision and Strategic Plan

Approval of this property acquisition aligns with City Council's Strategic Outcome Areas of Climate Action; and Recreation, Arts, Culture. This action will support providing for urban trail and open space opportunities.

Community Engagement

The Bicycle and Pedestrian Plan and Comprehensive Plan were both developed with multiple public meetings and opportunities for input, including public hearings, and was approved by City Council.

Budgetary Impact

No additional funds are required with this action at this time. \$50,000 in VOF grant funds and \$5,000 in Parks & Recreation existing CIP funds will be used for the property acquisition. Approval for appropriation of grant funds to the CIP budget, Trails – Parks and Recreation, has already been approved.

Recommendation

Staff recommends approval of the Resolution. Approval of this Resolution will:

- approve acquisition of the property and authorize staff to prepare and execute necessary documents to finalize the transaction
- approve the placement of an open space conservation easement over the property to be acquired plus a portion of the western area of McIntire Park to total approximately five acres
- record such easement triggering the Charlottesville Circuit Court's ongoing collection of three dollar recording fees in the City of Charlottesville for the benefit of VOF

Approval of the Resolution requires an “affirmative vote of three fourths of all members elected to the governing body”.

Alternatives

Use all local funds to purchase the property, or do not acquire the property.

Attachments

1. 0 Grove Rd final Checklist July2024
2. 0 Grove Road Prop Acq Presentation 080524
3. RESOLUTION 0 Grove Rd acquisition 080524



CITY CHECK LIST
PURCHASE OF PROPERTY
(must be fully completed)

SELLER(S): Hoover, Susan R & Angus Arrington

PURCHASER: CITY OF CHARLOTTESVILLE

PROPERTY LOCATION:

(See Exhibit A for a location map of property)

ADDRESS: 0 Grove Road

PARCEL NUMBER: 41A094000

SIZE OF PROPERTY: 0.5420 acres

PURCHASE PRICE: \$55,000

PROPOSED CLOSING DATE: tbd

City Manager/Deputy City Manager approval to proceed for City Council approval:

A. Ren
Signature

7/17/24
Date

Proposed Use of Property: The Department of Parks and Recreation seeks to acquire land for a trail extension enabling a continuous link through a portion of the City. The parcel to be acquired is at the north side of the 250-bypass at the west end of McIntire Park and will allow construction of the 250-Bypass shared use bicycle/pedestrian path which will connect to Meadowbrook Heights Road and the existing section of trail from that point west to Hydraulic Road.

Funding Source(s) and amount:

State:	\$50,000	Virginia Outdoors Foundation grant
City:	\$ 5,000	Parks&Rec CIP Trails and Land Acquisition fund

Special Conditions Required by Funding Source:

- Easement held by Virginia Outdoor Foundation on the property purchased plus a portion of McIntire Park West to equal 5 acres (see Exhibit A for the property acquisition and Exhibit B for the location of the adjacent +/- 5 acres of McIntire Park West)
- Upon use of the VOF grant funds for this acquisition, Va. Code §58.1-817 will be triggered, which then initiates a \$3 fee imposed on every deed admitted to record (deed real estate transfer fee). The Circuit Court conveys this fee to the Virginia Outdoors Foundation to fund the State's Open Space Lands Preservation Trust Fund.
- A public hearing was held on May 16, 2022 to comply with VOF requirement of holding a public hearing for approval of the grant and approval to purchase the property.

Special Conditions for Acquisition: see above grant funding conditions

Assessed Value (2024): \$16,300

Appraised Value: n/a

Asking Price: \$55,000

Alternative(s) to Acquisition:

- Obtain easement:
 - Property owner prefers fee simple property acquisition. In this case grant funding covers almost the full cost of the acquisition of the property.
- No action (don't acquire property):
 - There will be a gap in the bicycle/pedestrian trail at this location.

Background on Request for Property Acquisition:

The Department of Parks and Recreation seeks to acquire land for a trail extension enabling a continuous link through this portion of the City. The parcel to be acquired is at the west end of McIntire Park and will allow construction of the 250-Bypass shared use path which shall connect to Meadowbrook Heights Road and the existing section of trail from that point west to Hydraulic Road.

The City secured a grant in the amount of \$50,000 through the Virginia Outdoors Foundation (VOF) to pay for the property acquisition. The grant will cover \$50,000 of the cost of acquisition. The Parks and Recreation Department will fund the remaining \$5,000 from existing available funds. The survey/plat has been completed on the parcel (attached as Exhibit C).

Use of the VOF funds will require that:

- 1) The purchase of this parcel with VOF funds must subsequently be combined with an additional +/- five (5) acres of McIntire Park land and the entire area will be placed under an open space conservation easement "to the benefit of" VOF
- 2) The City's acceptance of this grant funding will require the City of Charlottesville Circuit Court to start collecting a \$3.00 fee with the recording of every deed, deed of trust, contract, or other such instrument. The fee shall be collected by the Circuit Court and remitted to the Commonwealth for the benefit of VOF.

To purchase this land with VOF funds, the City was required to hold a public hearing before approving an open space easement. This easement constitutes a disposition of property rights over park land. The City's grant of a conservation easement to a conservation organization effectively results in a permanent dedication of public property to its current public use and is thus a form of disposition of municipal property.

See Exhibit D for previous City Council actions.

Requirements for City Department Prior to Action by City Council/Closing:

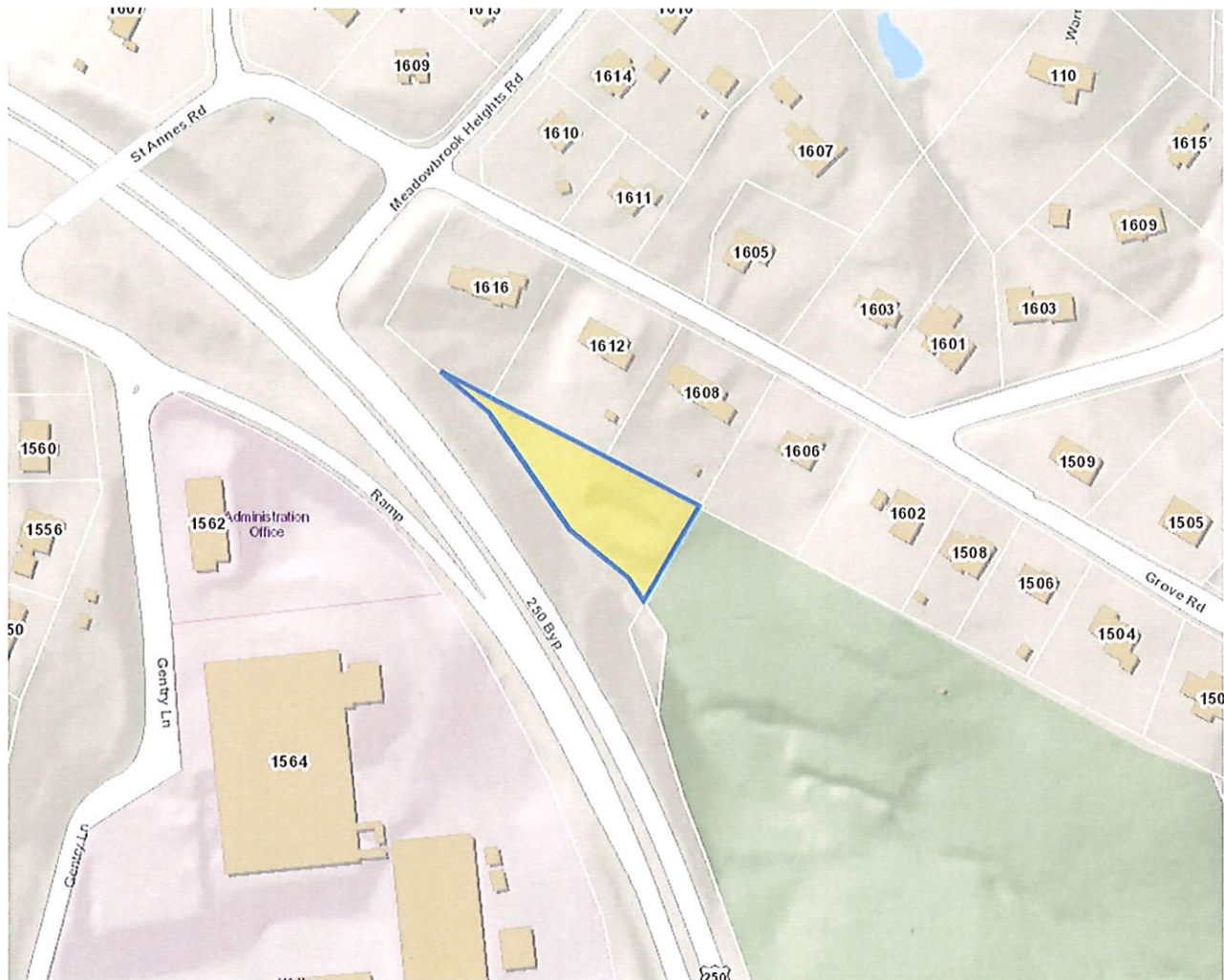
- ☒ Determine Assessed Value and if an Appraisal is needed – **ASSESSED VALUE**
- ☒ Determine and identify funding source(s) **YES**
- ☒ Prepare and circulate memo for City Department(s): **see Exhibit E**
 - **Finance – funds are available**
 - **Utilities – no existing utilities**
 - **Public Works / Environmental**
 - **Parks & Rec – maintenance**
 - **Neighborhood Development Services – zoning confirmation**
- ☒ Deputy City Manager approval – to continue with due diligence on purchase
Initial: ADM Date: 6/29/2023
- ☒ Order Environmental Review (if required) **NOT REQUIRED**
- ☒ Order Appraisal (if required) **NOT REQUIRED**
- ☐ Identify if seller has attorney – if yes, gather contact information
- ☒ Obtain any required language for deeds and approval(s) in writing from City departments or outside funding agencies for deed language and terms **(See VOF language attached – included in Exhibit D)**
- ☒ Obtain Legal Description of Property **copy of current Owner's DEED OF TRUST available**
- ☐ Obtain fully executed Purchase Agreement
- ☒ Title Search **DRAFT POLICY PREPARED**
 - Order search and pro forma title commitment
 - If survey plat available, send plat to them by e-mail
- ☒ Order Plat, if one is not available **PLAT READY FOR FINAL SIGNATURES – See Exhibit C**
- ☒ Continue Circulation of memo for City Department(s):
 - City Attorney's Office – no legal issues outstanding
 - Deputy City Manager of Operations – concur with department recommendations
- ☒ Prepare DRAFT Council Agenda Memorandum – draft review by Office of Community Solutions **DRAFT PREPARED**
 - Finalize Council Agenda

- Schedule City Council meeting date
- ☒ Council Resolution to Purchase Land (no PH required for Acquisition/Purchase §15.2-1800, except acquisition by condemnation) **DRAFT PREPARED**
- ☒ Title Insurance (not needed for Quitclaim) – needed for larger/more complex transactions **DRAFT POLICY PREPARED**
- ☐ Earnest money / deposit required – City Department making request to coordinate
- ☐ Schedule Closing – City Attorney's Office to coordinate and schedule
- ☐ Distribute final Closing Documents to:
 - City Attorney's Office
 - Office of Community Solutions
- ☐ Record Final Deed

Exhibit A - Location Map of Property

0 Grove Road

Owner: Hoover, Susan R & Angus Arrington



**Exhibit B - Location Map of Property (in red) with additional
+/- 5 acres of western McIntire Park to be in an open space
conservation easement (in green with red outline)**

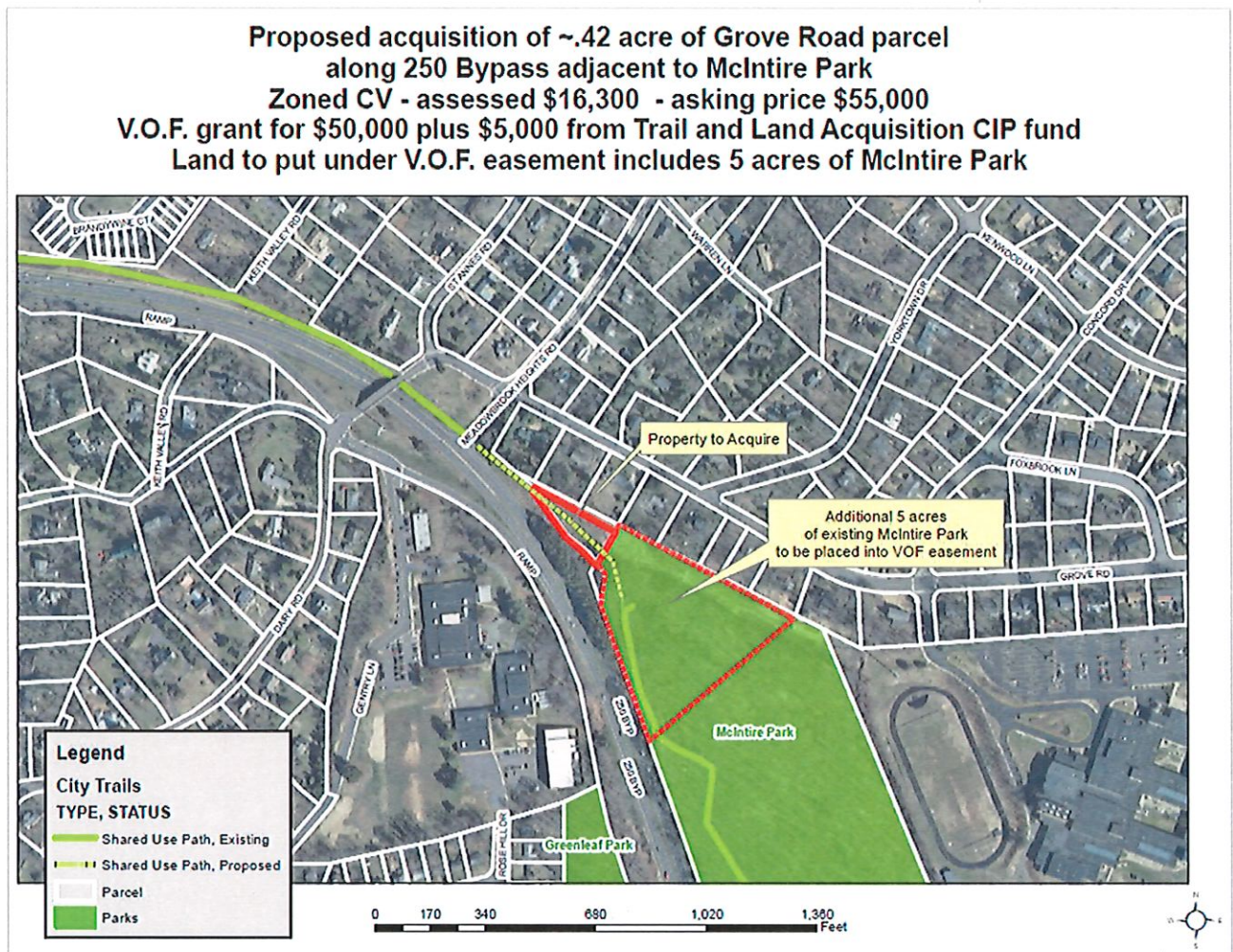


Exhibit C - Plat

Exhibit D - Previous City Council Approval(s)

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



Agenda Date:	November 18, 2019
Action Required:	Appropriation
Presenter:	Chris Gensic, Parks and Recreation
Staff Contacts:	Chris Gensic, Parks and Recreation Brian Daly, Parks and Recreation Ryan Davidson, Office of Budget and Performance Management
Title:	Virginia Outdoors Foundation Grant – Land Acquisition - \$50,000

Background:

The City of Charlottesville, through Parks and Recreation, has received an award from the Virginia Outdoors Foundation (VOF) in the amount of \$50,000 to assist with efforts to purchase land in order to construct a bicycle and pedestrian trail along the north side of the 250 bypass. The grant does not require local match. The award of \$50,000 will be appropriated into the Parkland Acquisition Account P-00534

Discussion:

The City of Charlottesville has negotiated for purchase of a parcel of land at the west end of McIntire Park to be used for a bicycle and pedestrian and trail along the north side of the 250 bypass from Route 29 and Hydraulic Road to McIntire Road, which is part of the City Comprehensive Plan.

Use of VOF funding for this acquisition includes placing the parcel to be acquired and approximately 5 acres of the wooded section of western McIntire Park into an open space easement with the VOF. This area is already designated as a Managed Conservation Area in the approved master plan for western McIntire Park. This easement will not affect fire station expansion/renovation or any other facilities in the park.

Use of VOF funds will also initiate a one dollar fee per real estate closing fee to be allocated to the VOF. This has been discussed and is recommended for approval by the Circuit Court Clerk. Charlottesville is one of few localities in the Commonwealth that has not yet joined this program.

Community Engagement:

The bicycle, pedestrian and trail master plan was developed with multiple public meetings and was approved by council to be an addendum to the City Comprehensive Plan.

Alignment with City Council's Vision and Strategic Plan:

Construction of this trail will further council goals of being a Connected City by establishing a portion of the bicycle and pedestrian trail system that enhances our residential neighborhoods.

Budgetary Impact:

If these grants funds are appropriated there is no impact to the City budget as there is no required match.

Recommendation:

Staff recommends appropriation of grant funds.

Alternatives:

If grants funds are not appropriated, Parks and Recreation will have to use local CIP funds for the acquisition, leaving less money for other potential parkland acquisitions.

Attachments:

Appropriation
Letter From Clerk of Court

APPROPRIATION
VOF Grant for Acquisition of Parkland for of 250 Bypass Trail
\$50,000

WHEREAS, the City of Charlottesville, through Parks and Recreation, has been awarded \$50,000 from the Virginia Outdoors Foundation to purchase land adjacent to McIntire Park; and

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$50,000 is hereby appropriated in the following manner:

Revenue

\$50,000 Fund: 426 WBS: PR-001 G/L Account: 430120

Expenditures

\$50,000 Fund: 426 WBS: PR-001 G/L Account: 599999

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$50,000 from the Virginia Outdoors Foundation.

Approved by Council
December 2, 2019



Kyna Thomas, CMC
Clerk of Council

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



Agenda Date:	May 16, 2022
Action Required:	Public Hearing
Presenter:	Chris Gensic, Dept. of Parks and Recreation
Staff Contacts:	Chris Gensic, Dept. of Parks and Recreation
Title:	Land Acquisition for Park and Trail Use with Virginia Outdoors Foundation Grant Funding

Background:

For several months, the City and the owners of a parcel of land at the west end of McIntire Park have discussed the sale of their land for the purpose of a City trail. The Department of Parks and Recreation seeks to acquire land for a trail extension enabling a continuous link through this portion of the City. The City secured a grant through the Virginia Outdoors Foundation (VOF) to pay for the property acquisition at the west end of McIntire Park. The funding from VOF does come with conditions.

A. Virginia Outdoors Foundation Grants

Use of the VOF funds will require that:

- 1) the purchase of this parcel with VOF funds must subsequently be combined with an additional five acres of McIntire Park land and be placed under an open space conservation easement for the benefit of VOF.
- 2) the City's acceptance of this grant funding will require the City of Charlottesville Circuit Court to start charging and collecting a three (3) dollar fee with the recording of every deed, deed of trust, contract, or other such instrument. The fee shall be collected by the Circuit Court and remitted to the Commonwealth for the benefit of VOF.

"Virginia Recordation Tax Act" authorizes such contribution by the Circuit Court to the VOF. Specifically, Va. Code Ann. § 58.1-817 states:

In addition to all other taxes and fees imposed by this chapter, beginning July 1, 2020, there is hereby imposed a \$3 fee on every deed, deed of trust, contract, or other instrument admitted to record in those jurisdictions in which open-space easements are held by the Virginia Outdoors Foundation. See Va. Code Ann. § 58.1-800 et. seq.

The Virginia Outdoors Foundation, in administering the Open-Space Lands Preservation Trust Fund, is authorized to receive funds for open-space preservation. See Va. Code Ann. § 10.1-1800 et. seq. Citizens recording land instruments in jurisdictions with a VOF easement are then charged for every deed, deed of trust, contract, or other instrument admitted to record in that jurisdiction for the benefit

of VOF. See opinion of Attorney General to Ms. Brett C. Glymph, E.D., Virginia Outdoors Foundation, 15-081, (9/1/16). There are already VOF easements on City land located in Albemarle County and the fee is already applied to filing land transactions in the Albemarle Circuit Clerk's Office. Currently there are no VOF easements within the City of Charlottesville.

Consent by the City to accept VOF's grant money for this parcel will constitute consent for the additional three dollar recording fee in the City. It is important to note that this is a one-time charge per parcel and transaction. If the fee has been paid at the time of recordation of the original deed, no additional recordation fee is required for deeds of confirmation; correction; transfer deeds between husband and wife; and notices of assignment of a deed of trust or mortgage. Further, colleges, religious organizations, the federal government, the state, and/or localities, are not subject to the fee. The benefit of this VOF grant program is that it provides an ongoing source of funding which will be separately maintained as designated solely for the purpose of providing grants **to localities acquiring fee simple title or other rights, interests, or privileges in property**. See Va. Code Ann. § 10.1-1801.1.

The City has the authority to acquire this land and enter into a VOF easements based on Va. Code Ann. § 10.1-1701. The statute states: "To carry out the purposes of this chapter, any public body may (i) acquire by purchase..., grant or otherwise title to or any interests or rights of not less than five years' duration in real property that will provide a means for the preservation or provision of open-space land..." See Va. Code Ann. § 10.1-1701. The definition of public body includes a municipality. See Va. Code Ann. § 10.1-1700. Further, the Virginia legislature has made it clear that, "(i)nsofar as the provisions of this chapter are inconsistent with the provisions of any other law, the provisions of this chapter shall be controlling. The powers conferred by this chapter shall be in addition and supplemental to the powers conferred by any other law." See Va. Code Ann. § 10.1-1705.

B. Public Hearing Requirement

To purchase this land with VOF funds, the City will also need to hold a public hearing before approving an open space easement. This easement constitutes a disposition of property rights over park land. A city's grant of a conservation easement to a conservation organization effectively results in a permanent dedication of public property to its current public use and is thus a form of sale of municipal property. See opinion of Attorney General to The Honorable Viola O. Baskerville, Member, House of Delegates, 00-062 (11/3/00). The City may sell easement rights. ..., provided that no such real property, whether improved or unimproved, shall be disposed of until the governing body has held a public hearing concerning such disposal. See Va. Code Ann. § 15.2-1800B.

C. Required Recorded Vote by Three Fourths Majority

Va. Code Ann. § 15.2-1800 clearly establishes that the City may acquire title to, or any interests in, any real property, whether improved or unimproved, within its jurisdiction, for any public use. See Va. Code Ann. § 15.2-1800A. However as stated above, a conservation easement over park land is a form of land disposition subject to Article VII, Section 9 of the Constitution. This section states in relevant part: "(n)o rights of a city...in and to its...parks...**shall be sold except by an ordinance or resolution passed by a recorded affirmative vote of three fourths of all members elected to the governing body.**" See Va. Const. Art. VII, § 9. Therefore, the City Council after a public hearing may by resolution of a three fourths majority accept this grant funding from VOF and approve placement of an open space easement for the benefit of VOF over five acres of land on the west side McIntire Park. Approval of this Resolution can only be passed after a public hearing and an affirmative vote of four of the five City Councilors in favor of such Resolution.

Whereupon, If City Council votes for the attached resolution, City staff would: (1) use VOF funds to acquire this trail land at the west end of McIntire Park; (2) enter into the VOF easement over five acres on the west side of McIntire Park and (3) record such easement triggering the Charlottesville Circuit Court's ongoing collection of three dollar recording fees in the City of Charlottesville for the benefit of VOF.

Discussion:

The parcel to be acquired is at the west end of McIntire Park and will allow construction of the 250-bypass shared use path which shall connect to Meadowbrook Heights Road and the existing section of trail from that point west to Hydraulic Road. The grant will cover the full cost of acquisition. Survey and title work has already been completed on the parcel.

The Clerk of Court is aware of and supports the three dollar per deed and/or instrument fee. The City of Charlottesville is one of only a handful of localities that does not yet participate in this program state-wide.

Alignment with City Council's Vision and Strategic Plan:

The project supports City Council's "America's Healthy City" vision by providing outstanding recreational areas and walking trails, as well as the vision of being a "Connected Community". It contributes to Goal 3 of the Strategic Plan, for a beautiful and sustainable natural and built environment, and specifically objective 3.3, to provide a variety of transportation and mobility options.

Community Engagement:

The Bicycle and Pedestrian Plan and Comprehensive Plan were both developed with multiple public meetings and opportunities for input, including public hearings, and was approved by City Council.

Budgetary Impact:

This grant has already been appropriated into the Trail and Land Acquisition fund of the Trail CIP fund.

Recommendation:

Public Hearing only

Alternatives:

Use local funds to purchase the property

Attachments:

Proposed Resolution for future consideration
Draft Easement
Letter from Charlottesville Clerk of Court

RESOLUTION

Approving the Acquisition of Land near Grove Road and the Western Portion of McIntire Park and Placement of Open Space Conservation Easement on such Park Land

WHEREAS Susan R. Hoover and Angus Arrington (the "Owner") are the owners of land designated on City Real Estate Tax Map 41A as Parcel 94, and have indicated a willingness to convey a portion of the subject land to the City of Charlottesville for creation of parkland; and

WHEREAS the land to be conveyed, hereinafter the "Property", is described as follows:

All that lot or parcel of land designated as City Real Estate Tax Map Parcel 41A094000, less and except a ten-foot (10') wide strip of land at the northern boundary of Parcel 94, to be retained by Owner and combined with City Tax Map Parcel 41A093000, as shown on a plat dated 10/20/2022, 2022, made by Draper Aden Associates (the "Plat"); and

WHEREAS Owner has agreed to convey to the City the Property for the purchase price of \$42,000; and

WHEREAS funds are available for the purchase and development of the Property through a Virginia Outdoors Foundation grant managed by the Parks and Recreation Department (Account PR-001); and

WHEREAS the Department of Parks and Recreation seeks approval from City Council to proceed with the purchase of the above-described Property at a purchase price of \$42,000, with funding supplied by use of funds from the Virginia Outdoors Foundation through the Parks and Recreation trails and parkland fund; and

WHEREAS use of such funding shall require the recording of an open space conservation easement on the combined parcels referenced herein to the benefit of Virginia Outdoors Foundation; and

WHEREAS the resulting open space easement shall trigger the collection of a three-dollar recording fee for all property conveyances from the date of the easement filed in Charlottesville Circuit Court to the benefit of Virginia Outdoors Foundation upon recording; and

WHEREAS an Agreement for the conveyance of said land has been reviewed and approved by the City Attorney's Office; now, therefore,

BE IT RESOLVED, by the Council of the City of Charlottesville, that it hereby authorizes the purchase of the above-described Property for creation of parkland and the placement of an open space easement over the Property. The City Manager is hereby authorized to execute the above-referenced Agreement, and the Mayor is hereby authorized to sign a deed of conveyance, both in form approved by the City Attorney or their designee. The City Attorney's Office shall take whatever actions are necessary to effect the acquisition of the above-described Property and recording of an open space easement, pursuant to the terms and conditions set forth in the agreement and Deed of Easement.

NOTE TO TITLE EXAMINERS: This open-space easement contains restrictions on permitted uses and activities on the property described below, which run with the land and are applicable to the property in perpetuity.

Prepared by: Allyson Manson Davies
Senior Deputy City Attorney
Office of the City Attorney
City of Charlottesville
PO Box 911,
Charlottesville, VA 22902

Return to: Virginia Outdoors Foundation
900 Natural Resources Drive, Suite 800
Charlottesville, VA 22903

Parcel ID Nos.: 41A094000 and 42A002000

Exempted from recordation tax
under the Code of Virginia (1950), as amended,
Sections 58.1-811 (A) (3), Virginia Code §§ 58. 1- 811(C)(4),
and from Circuit Court Clerk's fee under Section 17.1-266

THIS DEED OF OPEN-SPACE EASEMENT (this "Easement"), made this ____ day of _____, 2022, between THE CITY OF CHARLOTTESVILLE, VIRGINIA, a municipal corporation of the Commonwealth of Virginia with an address of Post Office Box 911, Charlottesville, Virginia 22902, ("Grantor") and the VIRGINIA OUTDOORS FOUNDATION, an agency of the COMMONWEALTH OF VIRGINIA, ("Grantee") (the designations "Grantor" and "Grantee" refer to Grantor and Grantee and their respective successors and assigns), witnesseth:

RECITALS:

R-1 Grantor is the sole owner in fee simple of real property situated in the City of Charlottesville, Virginia, containing in the aggregate five acres, more or less, as further described below (the "Property"), and Grantor desires to give in part, sell in part, grant, and convey to Grantee a perpetual open-space easement over the Property as herein set forth.

R-2 Grantee is a governmental agency of the Commonwealth of Virginia and is willing to accept a perpetual open-space easement over the Property as herein set forth.

R-3 The Commonwealth of Virginia has authorized the creation of open-space easements pursuant to the "Open Space Land Act." Va. Code Ann. Title 10.1, Subtit. II, Ch. 17 provides in

part that the provision and preservation of permanent open-space land are necessary to help curb urban sprawl, to prevent the spread of urban blight and deterioration, to encourage and assist more economic and desirable urban development, to help provide or preserve necessary park, recreational, historic and scenic areas, and to conserve land and other natural resources and authorizes the acquisition of interests in real property, including easements in gross, as a means of preserving open-space land. The balance of the Chapter is codified in Chapter 17, Title 10.1, Sections 10.1-1700 through 10.1-1705 of the Code of Virginia, as amended (the "Open-Space Land Act"), and Grantor and Grantee wish to avail themselves of the provisions of that law.

R-4 Pursuant to Section 10.1-1700 and 10.1-1703 of the Open-Space Land Act, the purposes of this Easement (as defined below in Section I) include retaining and protecting open-space and natural resource values of the Property, and the limitation on division, residential construction, and commercial and industrial uses contained in Section II which ensures that the Property will remain perpetually available for open-space use all as more particularly set forth below.

R-5 Chapter 18, Title 10.1, Sections 10.1-1800 through 10.1-1804 of the Code of Virginia, declares it to be the public policy of the Commonwealth to encourage preservation of open-space land and authorizes the Virginia Outdoors Foundation to hold real property or any estate or interest therein for the purpose of preserving the natural, scenic, historic, scientific, open-space, and recreational lands of the Commonwealth.

R-6 As required under Section 10.1-1701 of the Open-Space Land Act, the use of the Property for open-space land conforms to the City of Charlottesville Comprehensive Plan adopted on November 15, 2021, and the Property is located within an area that is designated as Open space and Parks on the City's future land use map.

R-7 This open-space easement in gross constitutes a restriction granted in perpetuity on the use that may be made of the Property and is in furtherance of and pursuant to the clearly delineated governmental conservation policies set forth below:

(i) Land conservation policies of the Commonwealth of Virginia as set forth in:

- a. Section 1 of Article XI of the Constitution of Virginia, which states that it is the Commonwealth's policy to protect its atmosphere, lands and waters from pollution, impairment, or destruction, for the benefit, enjoyment, and general welfare of the people of the Commonwealth;
- b. The Open-Space Land Act cited above;
- c. Chapter 18, of Title 10.1, Sections 10.1-1800 through 10.1-1804 of the Code of Virginia cited above;
- d. Grantee's formal practices in reviewing and accepting this Easement. Grantee has engaged in a rigorous review, considered, and evaluated the benefits provided by this Easement to the general public as set forth in these recitals, and concluded

that the protection afforded the open-space character of the Property by this Easement will yield a significant public benefit and further the open-space conservation objectives of Grantee and the Commonwealth of Virginia; and

(ii) Land use policies of the City of Charlottesville as delineated in its comprehensive plan adopted on November 15, 2021, to which plan the restrictions set forth in this Easement conform and which contains the following vision and goals such that preservation of this land as open space will further the City's goals:

1. Charlottesville will be an environmental leader, with healthy air, water, and ecosystems, as well as ample, high-quality, and accessible open space and natural areas, and a preserved and enhanced tree canopy. The Rivanna River and other waterbodies will be celebrated and protected, and environmentally-sound community access will be enhanced. Charlottesville's built environment will utilize green infrastructure and encourage healthy and low carbon lifestyles by supporting walking, bicycling, and transit use, and access to outdoor public spaces and natural areas.
2. City will continue to work toward meeting the citywide goal of a 45% reduction in greenhouse gas emissions by 2030 (from 2011 levels) and carbon neutrality by 2050, accelerating greenhouse gas emission reductions where possible.
3. City will utilize resilience and adaptation to prepare for and work to minimize the impacts of climate change.
4. City will promote Urban Ecosystems which are healthy, interconnected ecosystems that deliver valuable ecosystem services, and support diverse native plant communities and wildlife habitats.
5. City will contribute to the creation, protection, and expansion of robust urban forests through an urban tree canopy.

R-8 The Property will be used for public park purposes. Specifically, the Property will include a section of the U.S. Route 250 bypass shared use path which will be used as a public trail. The overall U.S. Route 250 bypass trail will connect U.S. Route 29 with McIntire Park, and will connect to Schenk's Greenway leading into downtown, and John Warner Parkway trail north to Rio Road. Destinations along the trail include shopping in the Hydraulic Road/ U.S. 29 area, public housing along Hydraulic Road, McIntire Park which includes the YMCA and new skate park, and the future botanical garden. Preservation of the Property in its natural state hereunder will ensure that trail users enjoy forested surroundings amid an otherwise developed area of the City. Pursuant to this Easement Grantor will be allowed to engage in urban forest management, remove invasive plants, and provide for public enjoyment of the land outside of the trail corridors.

R-9 Pursuant to Section 10.1-1801.1 of the Code of Virginia, Grantee has approved an Open-Space Lands Preservation Trust Fund payment in the amount of \$50,000 to Grantor as an entity conveying an open-space easement on open-space land for partial purchase of the Easement and costs associated with the conveyance of this Easement to Grantee.

R-10 This Easement will yield significant public benefit to the citizens of the Commonwealth as set forth in these recitals and in Section I below.

R-11 Grantor and Grantee desire to protect in perpetuity the conservation values of the Property as specified in Section I by restricting the use of the Property as set forth in Section II.

R-12 Grantee has determined that the restrictions set forth in Section II (the Restrictions) will preserve and protect in perpetuity the conservation values of the Property and will limit use of the Property to those uses consistent with, and not adversely affecting, the conservation values of the Property and the governmental conservation policies furthered by this Easement.

R-13 Grantee, by acceptance of this Easement, designates the Property as property to be retained and used in perpetuity for the preservation and provision of open-space land pursuant to the Open-Space Land Act.

R-14 Grantor and Grantee have the common purpose of conserving the above - described conservation values of the Property in perpetuity.

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein and made a part hereof, and in consideration of the mutual covenants herein and their acceptance by Grantee, and in further consideration of an Open-Space Lands Preservation Trust Fund grant in the amount of \$50,000, Grantor does hereby grant and convey to Grantee for the public purposes set forth in Section I below an open-space easement in gross (this "Easement") over, and the right in perpetuity to restrict the use of, the Property, which is described below and consists of five acres more or less, located in the City of Charlottesville, Virginia, within and near McIntire Park, fronting U.S. Highway Route 250, to-wit:

All those certain lots or parcels of land, with improvements thereon and appurtenances thereto, situated in the City of Charlottesville, Virginia, shown as Tax Map Nos. 41-A-94 and 42-A-2 among the land records of the City of Charlottesville, Virginia. **Even though the Property consists of more than one parcel for real estate tax purposes, and it may have been acquired previously as separate parcels, it shall be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement shall apply to the Property as a whole and will bind Grantor and Grantor's successors in interest in perpetuity.**

SECTION I -PURPOSES

The purpose of this Easement is to preserve and protect the conservation values of the Property in perpetuity by imposing the restrictions on the use of the Property set forth in Section II and providing for their enforcement in Section III. The conservation values of the Property are described in the above recitals, are documented in the Baseline Documentation Report described in Section IV below and include the Property's open-space, scenic, natural, and public recreational values.

Pursuant to the Virginia Land Conservation Foundation's Conservation Value Review Criteria the further conservation purpose of this Easement is preservation of land for natural resource-based outdoor recreation or education, preservation of scenic open space, and preservation of open space designated by local government.

Grantor covenants that no acts or uses are currently being conducted or will be conducted on the Property, which are inconsistent with the conservation purposes of this Easement or the conservation values herein protected.

SECTION II – RESTRICTIONS

Restrictions are hereby imposed on the use of the Property pursuant to the public policies set forth above. The acts that Grantor covenants to do and not to do upon the Property, and the restrictions that Grantee is hereby entitled to enforce, are and shall be as follows:

1. DIVISION.

(i) Separate conveyance of a portion of the Property or division of the Property is prohibited. For purposes of this Easement, division of the Property includes, but is not limited to, creating a subdivision plat, judicial partitioning of the Property, testamentary partitioning of the Property, or pledging for debt of a portion of the Property.

(ii) The acquisition of a *de minimis* portion of the Property adjacent to Meadowbrook Heights Road, U.S. Route 250 bypass (John W. Warner Parkway) for minor road improvements shall not be considered a division of the Property, and neither the acquisition of such a *de minimis* portion of the Property nor the use of the portion of the Property so acquired shall be prohibited by this Easement, provided that Grantee approves such conveyance or taking, which approval shall be contingent upon the project including all reasonable actions, such as landscaping or topographic improvements, to minimize the project's impact on the Property and prevent harm to its conservation values. Grantor reserves its separate right to approve such acquisition. Use of the Property for such a project is limited to minor improvements to U.S. Highway Route 250 (John W. Warner Parkway) and access to the Property therefrom, including, but not limited to, maintenance, correction, repair, or upgrading of the existing public road. Any portion of the Property acquired from Grantor pursuant to this paragraph shall remain subject to the terms and restrictions of this Easement.

2. BUILDINGS, STRUCTURES, AND UTILITIES.

(i) No buildings, structures, or utilities, other than the following, are permitted on the Property. Such buildings and structures are subject to subparagraph 2(iii). **Siting of buildings and structures below:**

(a) Non-residential park-related buildings and structures.

Non-residential buildings and structures commonly and appropriately incidental to public recreational activities including, but not limited to, restroom facilities, picnic shelters, and informational kiosks, all sized appropriately to serve as amenities for public recreational activities, such as nature study, photography, hiking, biking, walking, and bird watching and natural resource-based educational or scientific activities; and

(b) Public Parking Areas and Trails.

Parking areas and trails; and

(c) Utilities and renewable energy facilities.

Public or private utilities and renewable energy facilities used to harness natural renewable energy sources such as sunlight, wind, water, or biomass to serve permitted buildings, structures, or activities on the Property. Such limitation will not prohibit the sale of excess power generated incidentally in the operation of renewable energy facilities; and

Public or private utilities to be constructed in whole or in part to serve other properties, provided Grantee determines, in its sole discretion, that the construction and maintenance of such utilities or facilities will cause no impairment of the Conservation Values of the Property and gives its prior written approval for such construction and maintenance. Approval of such construction and maintenance will take into consideration the visibility and any other possible adverse impact of such utilities or facilities on the Conservation Values of the Property. Grantor reserves its separate right to approve any public or private utilities; and

(e) Signs.

Signs necessary to provide information to the public about the use of the Property, the trail system, and its resources. At least one sign shall include acknowledgement that the Virginia Outdoors Foundation contributed funding for this project.

(ii) Grantor shall have the right to construct any buildings, structures, parking areas, trails, utilities, and signs permitted in Section II, Paragraph 2(i) above and to repair, maintain, renovate, expand, and replace any permitted buildings, structures, parking areas, trails, utilities, and signs on the Property, within the limitations set forth in this Easement.

(iii) The collective footprint of all buildings and structures and impervious parking areas on the Property, excluding linear surfaces, such as trails, walls, fences, bridges, and boardwalks, shall not exceed 5,000 square feet provided that if Grantor can demonstrate that an increase in the collective footprint would result in increased protection of the conservation values of the Property, Grantee may approve such increase. For the purpose

of this paragraph the collective footprint is the ground area measured in square feet of the buildings and structures set forth in Section II, Paragraph 2(i)(a), (b), and (c) and all other impervious surfaces, excluding linear surfaces.

3. ACTIVITIES PERMITTED ON THE PROPERTY.

No activities other than the following are permitted on the Property:

(i) outdoor public recreational activities, such as nature study, photography, hiking, biking, walking, and bird watching, but not activities requiring ballfields, tennis courts, or similar facilities;

(ii) natural resource-based educational or scientific activities, provided that they are consistent with the conservation purposes of this Easement and do not impair the conservation values protected herein;

(iii) small-scale incidental commercial operations compatible with activities set forth in (i) and (ii) above;

(iv) other outdoor activities that do not permanently alter the physical appearance of the Property and that do not impair the conservation values of the Property herein protected.

- 4. PUBLIC ACCESS.** This Easement will benefit the public. The public shall have a right of daily access to the Property for the activities described above at times set by Grantor, subject to reasonable restrictions to ensure the security of the Property and the safety of visitors. Notwithstanding the above, Grantor retains the right to exclude the public from the Property or a portion thereof in case of emergency or disaster (for as long as is necessary to abate the emergency or disaster), for maintenance of the Property, and as may be necessary for resource management and protection. Grantor, in its discretion, may charge fees for access to the Property.

SECTION III – ENFORCEMENT

- 1. RIGHT OF INSPECTION.** Employees, agents, and other representatives of Grantee may enter the Property from time to time for purposes of (i) inspection (including photographic documentation of the condition of the Property), (ii) flagging or otherwise marking the boundaries of specific areas or zones on the Property that are restricted as to the structures or activities allowed thereon in Section II above, and (iii) enforcement of the terms of this Easement after reasonable notice to Grantor or Grantor's representative, provided, however, that in the event of an emergency, entrance may be made to observe, document, prevent, terminate, or mitigate a potential violation of these restrictions with notice to Grantor or Grantor's representative being given at the earliest practicable time.
- 2. ENFORCEMENT.**

- (i) Grantee, in accepting this Easement, commits to protecting the Conservation Values and advancing the conservation purposes of this Easement and has the resources necessary to enforce the restrictions set forth herein. Grantee has the right to bring a judicial proceeding to enforce the restrictions, which right specifically includes the right (a) to require restoration of the Property to its condition on the Effective Date or to require restoration of the Property to its condition prior to a violation hereof, provided that such prior condition was in compliance with the provisions of this Easement; (b) to recover any damages arising from non-compliance; (c) to compel Grantor to disgorge to Grantee any proceeds received in activities undertaken in violation of the restrictions set forth in Section II of this Easement; (d) to require Grantor to replant or pay for the replanting of trees on the Property harvested in violation of the restrictions involving timber or trees set forth in Section II of this Easement, (e) to require Grantor to pay the costs of ascertaining the value of the timber harvested in violation of restrictions involving timber or trees set forth in Section II of this Easement; (f) to pay to Grantee three times the value of the timber on the stump for the value (at the time of harvesting) of such timber harvested in violation of restrictions involving timber or trees set forth in Section II of this Easement, constituting the agreed-upon harm to the Conservation Values protected herein caused by such wrongful harvest; (g) to enjoin non-compliance by temporary or permanent injunction; and (h) to pursue any other appropriate remedy in equity or at law. If the court determines that Grantor failed to comply with this Easement, Grantor must reimburse Grantee for any reasonable costs of enforcement, including costs of restoration, in addition to any other payments ordered by the court. Grantee's delay will not waive or forfeit its right to take such action as may be necessary to ensure compliance with this Easement, and Grantor hereby waives any defense of waiver, estoppel, or laches with respect to any failure to act by Grantee.
- (ii) Notwithstanding any other provision of this Easement, Grantor will not be responsible or liable for any damage to the Property or change in the condition of the Property (a) caused by fire, flood, storm, Act of God, governmental act, or other cause outside of Grantor's control or (b) resulting from prudent action taken by Grantor to avoid, abate, prevent, or mitigate such damage to or changes in the condition of the Property from such causes.
- (iii) Nothing in this Easement creates any right in the public or any third party to maintain a judicial proceeding against Grantor or Grantee. The conveyance of this Easement to Grantee does not affect the property rights of contiguous landowners or vest in any contiguous or nearby landowner rights in the Property or the administration of this Easement by Grantee.

SECTION IV – DOCUMENTATION

Grantor has made available to Grantee, prior to conveyance of this Easement, documentation sufficient to describe the condition and character of the Property, and the

Baseline Documentation Report (BDR), describes the condition and character of the Property on the Effective Date. The BDR may be used to determine compliance with and enforcement of the terms of this Easement. However, the parties are not precluded from using other relevant evidence or information to assist in that determination. The parties hereby acknowledge that the BDR contained in the files of Grantee is an accurate representation of the Property and contains a statement signed by Grantor and a representative of Grantee.

Grantee may compile written reports and photographic documentation of the condition of the Property from time to time as a result of inspection of the Property pursuant to Section III 1. above.

SECTION V – GENERAL PROVISIONS

1. **DURATION.** This Easement will be perpetual. It is an easement in gross that runs with the land as an incorporeal interest in the Property. The covenants, terms, conditions, and restrictions contained in this Easement are binding upon, and inure to the benefit of, Grantor and its successors in title to the Property, or any portion thereof or interest therein, and will continue as a servitude running in perpetuity with the Property. The rights and obligations of an owner of the Property under this Easement terminate upon proper transfer of such owner's interest in the Property, except that liability for acts or omissions occurring prior to transfer will survive transfer.
2. **GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor represents, covenants, and warrants that (i) Grantor has good fee simple title to the Property (including the mineral rights located under the surface of the Property), (ii) Grantor has all right and authority to give, grant and convey this Easement, (iii) the Property is free and clear of all encumbrances (other than restrictions, covenants, conditions, and utility and access easements of record), including, but not limited to, any leases, option contracts, mortgage liens, deed of trust liens, or other liens not subordinated to this Easement, and (iv) no consent of any third party is required for Grantor to enter into this Easement (v) each person and/or entity signing on behalf of Grantor is authorized to do so.
3. **ACCEPTANCE.** Grantee accepts this conveyance pursuant to Virginia Code Section 10.1-1801, which acceptance is evidenced by the signature of a Deputy Director or Staff Attorney by authority granted by Grantee's Board of Trustees.
4. **INTERACTION WITH OTHER LAWS.** This Easement does not permit any use of the Property that is otherwise prohibited by federal, state, or local law or regulation.
5. **CONSTRUCTION.** Pursuant to the public policy of the Commonwealth of Virginia favoring land conservation, any general rule of construction to the contrary notwithstanding (including the common-law rule that covenants restricting the free use of land are disfavored and must be strictly construed), it is the intent of the parties hereto that this Easement and all language contained herein be liberally construed in favor of the grant

to effect the purposes of this Easement and the policies and purposes of Grantee. If any provision of this Easement is found to be ambiguous, an interpretation that is consistent with the purposes of this Easement (to protect the Conservation Values of the Property and prevent the exercise of reserved rights in a way that would impair such values) and that would render the provision valid will be favored over any interpretation that would render it invalid. Notwithstanding the foregoing, lawful acts or uses consistent with the purposes of and not expressly prohibited by this Easement are permitted on the Property.

6. **REFERENCE TO EASEMENT IN SUBSEQUENT DEEDS.** This Easement must be referenced by deed book and page number, instrument number, or other appropriate reference in any deed or other instrument conveying any interest in the Property. Failure of Grantor to comply with this requirement will not impair the validity of this Easement or the conveyance or limit this Easement's enforceability in any way.
7. **NOTICE TO GRANTEE AND GRANTOR.** For the purpose of giving notices hereunder the current address of Grantee is Main Street Centre, 600 East Main Street, Suite 402, Richmond, Virginia 23219, and any notice to Grantor should be given to the recipient at the address at which the real estate tax bill is mailed for the Property or portion thereof that is the subject of the notice and which is currently City of Charlottesville, PO Box 911, Charlottesville, Virginia 22902.
 - (a) **Grantor must notify Grantee in writing at or prior to closing on any *inter vivos* transfer, other than a deed of trust or mortgage, of all or any part of the Property.**
 - (i) In addition, Grantor agrees to notify Grantee in writing before exercising any reserved or permitted right that may have an adverse effect on the Conservation Values of the Property as encumbered by this Easement or that, because of unforeseen or changed circumstances, involves activities or structures regarding which this Easement is silent or ambiguous. (The purpose of requiring such notice is to afford Grantee an adequate opportunity to either (a) prohibit or approve and monitor such activities to ensure that they are carried out in a manner not having an adverse impact on the Conservation Values of the Property or (b) to prohibit or permit the construction of such structures, depending upon whether the construction of such structures will have an adverse impact on the Conservation Values of the Property.) Such notice must describe the proposed activity or structure in sufficient detail to allow Grantee to judge the consistency of the proposed activity or construction of the proposed structures with the purposes of this Easement. Grantee may grant its consent if it determines, in its sole discretion, that the performance of such activities or the construction of such structures does not violate any of the terms of this Easement and does not have an adverse impact on the Conservation Values of the Property. Grantor may not engage in the proposed activities or construction of such structures unless and until Grantor receives Grantee's approval in writing.
 - (ii) Failure of Grantor to comply with these requirements will not impair the validity of this Easement or limit its enforceability in any way.

8. **NO MERGER.** Grantor and Grantee agree that in the event that Grantee acquires a fee interest in the Property, this Easement will not merge into the fee interest, but will survive the deed and continue to encumber the Property.
9. **ASSIGNMENT BY GRANTEE.** Assignment of this Easement is permitted by Virginia Code Section 10.1-1801, but Grantee may not transfer or convey this Easement unless Grantee conditions such transfer or conveyance on the requirement that (i) all restrictions set forth in this Easement are to be continued in perpetuity and (ii) the transferee is a public body as defined in Section 10.1-1700 of the Open-Space Land Act.
10. **CONVERSION OR DIVERSION.** Grantor and Grantee intend that this Easement be perpetual and acknowledge that no part of the Property may be converted or diverted from its open-space use except in compliance with the provisions of Section 10.1-1704 of the Open-Space Land Act, which does not permit loss of open space.
11. **AMENDMENT.** Grantee and Grantor may amend this Easement to enhance the Property's Conservation Values or add acreage to the restricted property by an amended deed of easement, provided that no amendment may (i) affect this Easement's perpetual duration or remove this Easement from any portion of the Property, (ii) conflict with or be contrary to or inconsistent with the conservation purposes of this Easement, or (iii) reduce the protection of the Conservation Values. No amendment will be effective unless documented in a notarized document executed by Grantee and Grantor and recorded in the Clerk's Office of the Circuit Court of City of Charlottesville, Virginia.
12. **COST RECOVERY CHARGES.** Grantee reserves the right to recover its costs incurred in responding to requests initiated by Grantor involving matters such as easement amendments, and access or utility easements over the Property. Such cost recovery charges will be determined and periodically adjusted by Grantee's Board of Trustees, as set forth in a published fee schedule.
13. **JOINT OWNERSHIP.** If Grantor at any time owns the Property or any portion of or interest therein in joint tenancy, tenancy by the entirety, or tenancy in common, all such tenants will be jointly and severally liable for all obligations of Grantor set forth herein.
14. **SEVERABILITY.** It is the express intent of the parties hereto that all provisions of this Easement be considered and construed as part of the whole and that no provision will be applied in isolation without consideration of the overall purposes of this Easement. Nevertheless, if any provision of this Easement or its application to any person or circumstance is determined by a court of competent jurisdiction to be invalid, the remaining provisions of this Easement will not be affected thereby.
15. **ENTIRE AGREEMENT.** This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Easement.

16. **CONTROLLING LAW.** The interpretation and performance of this Easement will be governed by the laws of the Commonwealth of Virginia, resolving any ambiguities or questions of the validity of specific provisions in a manner consistent with the provisions of Section V, Paragraph 5 above in order to give maximum effect to its conservation purposes.
17. **RECODIFICATION AND AMENDMENT OF STATUTES**
This Easement cites various state statutes applicable to open-space easements. In the event that such statutes or regulations are re-codified or amended, this Easement will be interpreted and enforced according to the re-codified or amended statutes most closely corresponding to those cited herein and carrying out the purposes recited herein.
18. **RECORDING.** This Easement will be recorded in the land records in the Clerk's Office of the Circuit Court of the City of Charlottesville, Virginia, and Grantee may take any steps necessary in said clerk's office to preserve its rights under this Easement in the future.
19. **COUNTERPARTS.** This Easement may be executed in one or more counterpart copies, each of which, when executed and delivered, will be an original, but all of which will constitute one and the same Easement. Execution of this Easement at different times and in different places by the parties hereto will not affect the validity of this Easement.
20. **DEFINITIONS.** For purposes of this Easement, the phrase "Effective Date" means the date upon which this Easement was first put to record in the Clerk's Office of the Circuit Court of the City of Charlottesville, Virginia. The words "currently" or "existing" mean currently or existing on the Effective Date. Time will be calculated in calendar days, not business days.

WITNESS the following signatures and seals: [Counterpart signature pages follow.]

[Counterpart signature page 1 of 2 of deed of open-space easement]

The City of Charlottesville, Virginia, GRANTOR

By: _____

(title)
COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, TO WIT:

The foregoing instrument was acknowledged before me this ____ day of _____, 2022
by _____ of the City of Charlottesville,
Virginia

Notary Public

(SEAL)

My commission expires: _____
Registration No. _____

Attest: _____
_____, Clerk

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, TO WIT:

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by
_____, Clerk of the Council of the City of Charlottesville, Virginia.

Notary Public

(SEAL)

My commission expires: _____
Registration No. _____

Approved as to form and legal sufficiency:

City Attorney

[Counterpart signature page 2 of 2 of deed of open-space easement]

Accepted:
VIRGINIA OUTDOORS FOUNDATION,

By: _____

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, TO WIT:

The foregoing instrument was acknowledged before me this _____ day of
_____, 2022 by _____, a Deputy Director/Staff Attorney of the
Virginia Outdoors Foundation.

Notary Public

(SEAL)

My commission expires: _____
Registration No. _____

**CIRCUIT COURT
CITY OF CHARLOTTESVILLE**
315 EAST HIGH STREET
CHARLOTTESVILLE, VIRGINIA 22902-5195
(434) 970-3766

Tracy D. Smith
Anita D. Spivey
Esther J. Bausserman
Cornelia H. Koepfel
DEPUTY CLERKS

Llezelle A. Dugger
CLERK

David A. Schmidt
CHIEF DEPUTY CLERK

Gwendolyn T. Williams
Dianne P. Pugh
Beatrice Bradford
DEPUTY CLERKS

May 3, 2022

Samuel Sanders
Deputy City Manager
City of Charlottesville

RE: Fee for open-space preservation

Dear Sam:

Pursuant to Va. Code §58.1-817, there is a \$3.00 fee imposed on every deed admitted to record in those jurisdictions in which open-space easements are held by the Virginia Outdoor Foundation.

Once this statute is triggered, I will have my real estate records vendor program the \$3.00 fee into our recording system. From that date forward, the \$3.00 fee will be automatically assessed when a deed is admitted to record in my office. The impact on my budget and on my staff is minimal.

If you have any further questions, please do not hesitate to contact me.

Sincerely,



Llezelle A. Dugger
Clerk of Court

CHARLOTTESVILLE, VIRGINIA, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$26,000,000, TO FINANCE THE COSTS OF CERTAIN PUBLIC IMPROVEMENT PROJECTS AND PROVIDING FOR THE FORM, DETAILS AND PAYMENT THEREOF

10. PUBLIC HEARING: Land acquisition for park and trail use with Virginia Outdoors Foundation Grant funding

Chris Gensic, Parks and Trails Planner introduced the public hearing with a brief report and advised that the item will come back to Council for action.

Mayor Snook opened the public hearing:

- Rex Linville with the Piedmont Environmental Council spoke in support of the land acquisition.

Mayor Snook closed the public hearing.

Mayor Snook asked where the collection of \$3 per deed goes. Mr. Gensic stated that he would incorporate the answer into the next report to City Council.

11. PUBLIC HEARING/RESOLUTION: Community Development Block Grant (CDBG) funding and FY2022-2023 Annual Action Plan

DCM Sanders outlined CDBG next steps, advising that the project timeliness test came in all clear from the Department of Housing and Urban Development.

- Staff will not be proposing changes to the public engagement plan at the moment.
- Staff will no longer recommend changing the Task Force to staff advisory.
- Staff will focus on locating income-eligible participants to ensure diversity in participation.
- Compensating low-income participants does not qualify as an eligible activity for CDBG.
- Staff will not recommend priority neighborhoods going forward; instead they will identify projects that prioritize investing in lower income areas.
- The CAPER (Consolidated Annual Performance and Evaluation Report) will be presented to Council in August and staff will begin the next five-year report in September, due to HUD in May. This will be an opportunity to connect with the community to identify needs and work with other city departments.

Erin Atak, Grants Coordinator presented the agenda item report and explained the CDBG-HOME funding process, including priorities set by City Council in September 2021, meetings with interested applicants, and applications submitted.

The Annual Action Plan for July 1, 2022 – June 30, 2023 is due in its final form to HUD by June 15 and The draft Action Plan was advertised for over 30 days and comments from tonight's public hearing as well as Council comments will be incorporated in the final submission.

DCM Sanders presented the staff recommendations for CDBG-HOME funding. Councilors

Exhibit E - Input from City Departments

MEMORANDUM

Office of the City Attorney

TO: Sam Sanders, Deputy City Manager

FROM: Chris Gensic, Park and Trails Planner, Parks & Recreation Dept.

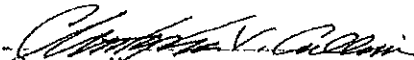
DATE: April 12, 2022

RE: Acquisition of Property for Greenbelt Trail

I have been in contact with owners of the property at 0 Grove Road, which is near the existing 250 bypass greenbelt trail and adjacent to McIntire Park. Susan R. Hoover and Angus Arrington own property designated as Parcel 41A094000, and has agreed to sell ~.423 acres (~18,443 square feet), a portion of the property, to the City for use as a greenbelt trail and/or additional park land, as shown on the attached drawing/plat.

The City Assessor values the portion of land at \$10,000.00. The owner is selling the property for \$50,000. The funding for this acquisition is coming from a Virginia Outdoors Foundation grant to the City that requires no local match.

Funds are Available:


Christopher V. Cullinan
Director of Finance

Date: 4.13.2022

Comments on the acquisition of the land regarding utilities, environmental liability, property maintenance, and Zoning have been received from Public Works/Environmental, NDS, Utilities, and Parks and Recreation.

UTILITIES:


No existing City utilities are located on the parcel at 0 Grove Road.


Lauren Hildebrand, Director

Date: 4/12/2022

PW/ENVIRONMENTAL:

Based on a site visit and visual assessment conducted on the subject property, a review of historical aerial photos, there are no apparent environmental concerns associated with this property. Historical indications are that this has been an undeveloped piece of land that has been bordered by a roadway (Rt 250) to the south and residential property to the north. There is a small waterway that occurs on this property and that connects to a tributary of Meadowbrook Creek. The existence of a power line across the property poses no additional concerns. No further environmental investigation appears necessary at this time and the acquisition of the property is supported by this office.


Kristel Riddervold, Environmental Sustainability Division Manager

Date: 4/12/2022


PARKS: Is prepared to take on maintenance of the land for greenway and linear park purposes.


Dana Kasler, Director

Date:

4/14/22

NDS: The current zoning of this parcel is R-1. Use of the land as an outdoor park (city-owned) is allowable by right.


Dannan O'Connell, Planner

Date:

4/13/2022

CITY ATTORNEY'S OFFICE: No legal issues outstanding. The title work does not reveal any serious title issues. Our office will handle this real estate transaction in the event it is approved by the COO/CFO (or his designee) and City Council.

Date:

City Attorney

If you concur with the recommendations of the above-named departments, please indicate your approval of the land acquisition by signing below. If you do not agree, or have any questions about the conveyance, please note your objection or comments below.

Date:

Sam Sanders, Deputy City Manager

OBJECTION OR COMMENTS:

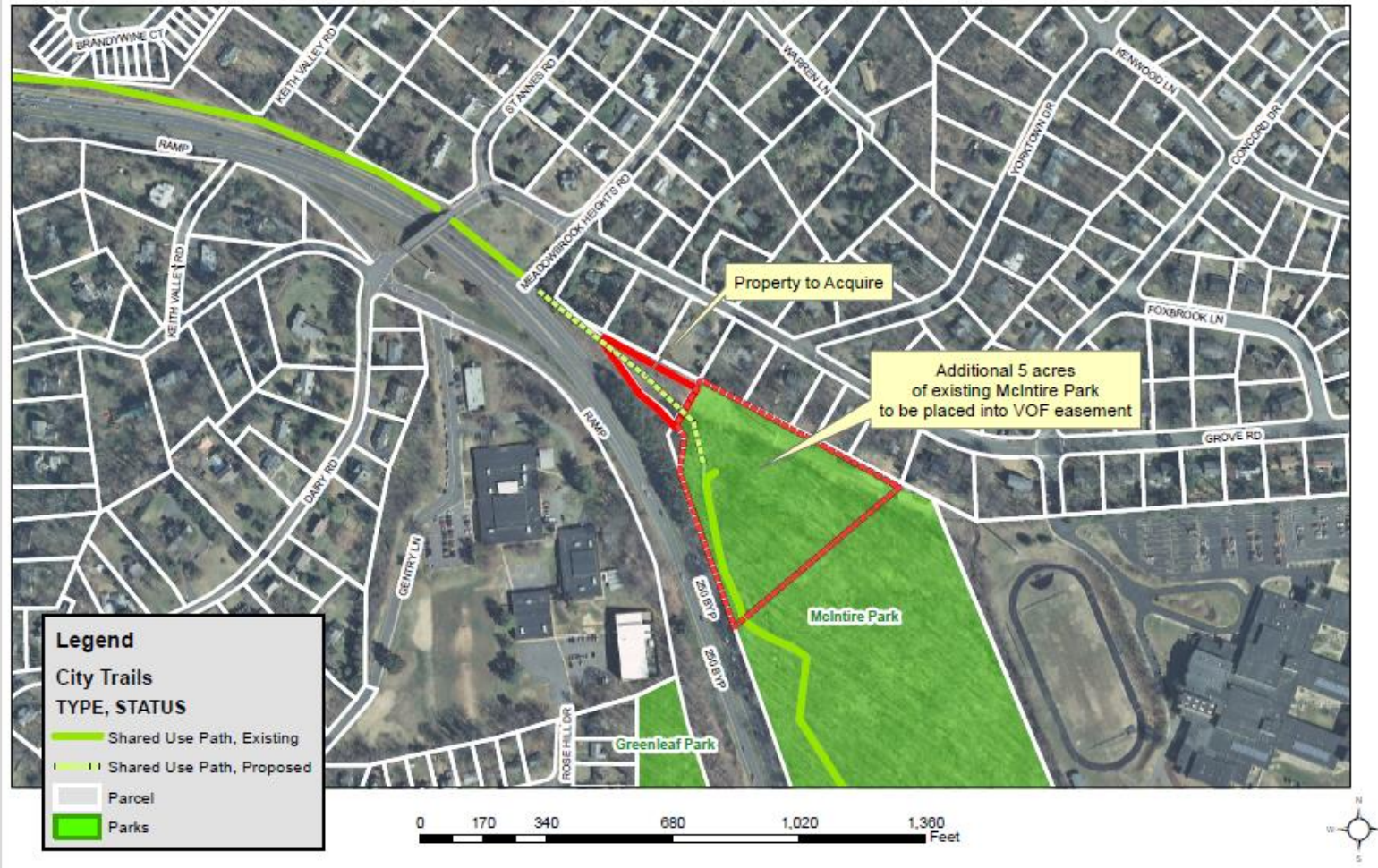
Request for Approval to:

- **Purchase Property (0.542 ac)**
O Grove Road (vacant land)
Owner(s): Hoover, Susan R & Angus Arrington
- **Place property under Open Space Easement**
O Grove Road plus western end of McIntire Park to equal 5 acres
- **Initiate \$3 deed real estate transfer fee**



0 Grove Road (vacant land)

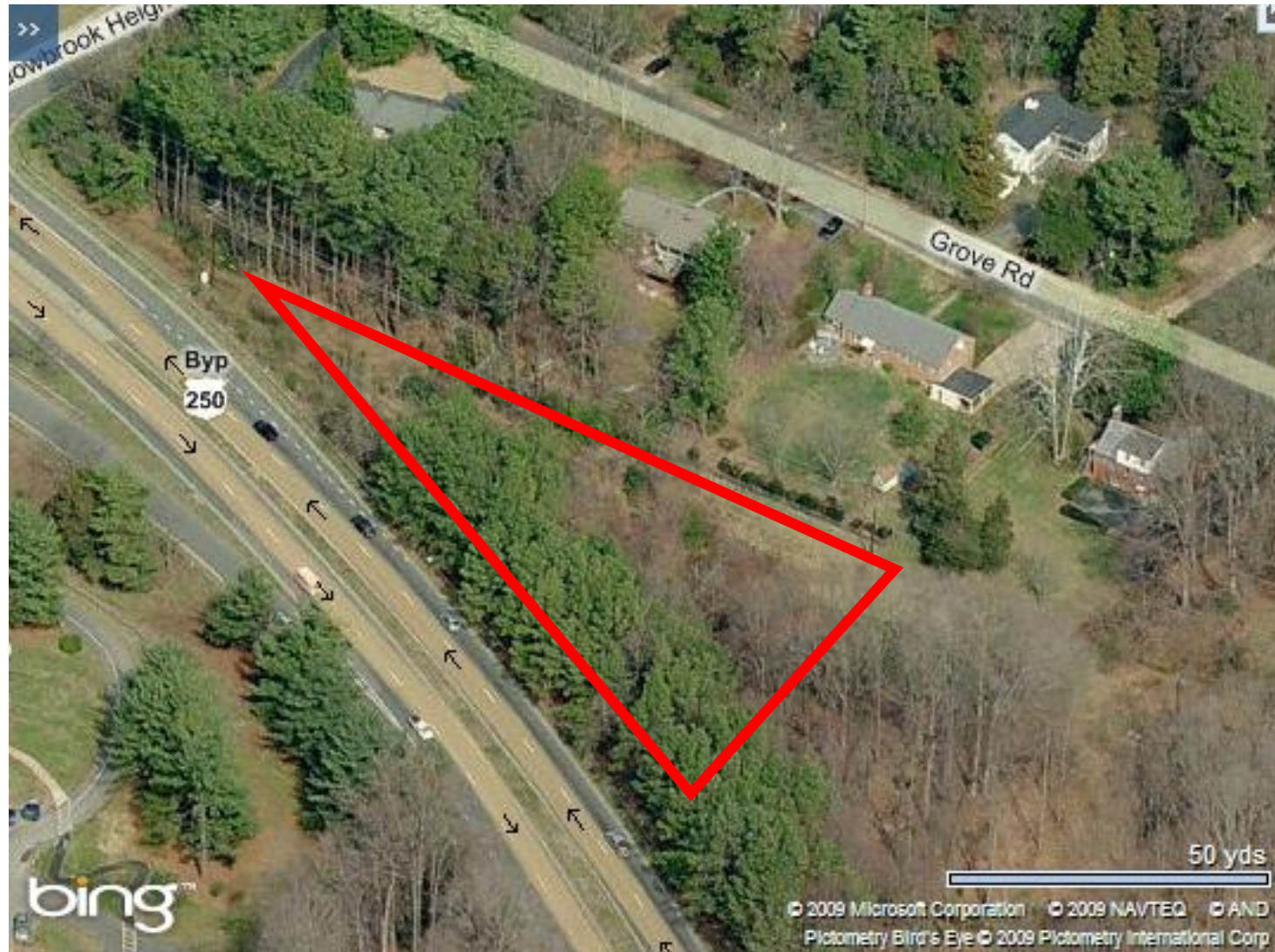
Proposed acquisition of ~.42 acre of Grove Road parcel
along 250 Bypass adjacent to McIntire Park
Zoned CV - assessed \$16,300 - asking price \$55,000
V.O.F. grant for \$50,000 plus \$5,000 from Trail and Land Acquisition CIP fund
Land to put under V.O.F. easement includes 5 acres of McIntire Park



0 Grove Road (vacant land)



0 Grove Road (vacant land)



0 Grove Road (vacant land)

Approval of this Acquisition using Virginia Outdoors Foundation (VOF) Grant Funds:

- **This parcel to be acquired and approximately 5 acres of the western end of McIntire Park will be placed into an open space easement with the Virginia Outdoors Foundation**
- **Use of the VOF grant funds will initiate a \$3 fee imposed on every deed admitted to record (deed real estate transfer fee). The Circuit Court will convey this fee to the Virginia Outdoors Foundation to fund the State's Open Space Lands Preservation Trust Fund**

RESOLUTION
APPROVING THE ACQUISITION OF LAND
NEAR GROVE ROAD AND THE WESTERN PORTION OF McINTIRE PARK AND
PLACEMENT OF OPEN SPACE CONSERVATION EASEMENT ON SUCH PARK LAND

WHEREAS, Susan R. Hoover and Angus Arrington (the “Owner”) are the owners of land designated on City Real Estate Tax Map 41A as Parcel 94, and have indicated a willingness to convey a portion of the subject land to the City of Charlottesville for creation of parkland; and

WHEREAS, the land to be conveyed, hereinafter the “Property”, is described as follows:

All that lot or parcel of land designated as City Real Estate Tax Map Parcel 41A094000, less and except a ten-foot (10’) wide strip of land at the northern boundary of Parcel 94, to be retained by Owner and combined with City Tax Map Parcel 41A093000, as shown on a plat dated June 12, 2024, made by TRC Engineers, Inc. (the “Plat”); and

WHEREAS, Owner has agreed to convey to the City the Property for the purchase price of \$55,000; and

WHEREAS, funds are available for the purchase and development of the Property through a Virginia Outdoors Foundation grant managed by the Parks and Recreation Department in the amount of \$50,000; and

WHEREAS, funds are available for the purchase and development of the Property through the Parks and Recreation Department Capital Improvement Plan (CIP) Trails and Land Acquisition funds in the amount of \$5,000; and

WHEREAS, the Department of Parks and Recreation seeks approval from City Council to proceed with the purchase of the above-described Property at a purchase price of \$55,000, with funding supplied by use of funds from the Virginia Outdoors Foundation and through the Parks and Recreation fund; and

WHEREAS, use of such funding shall require the recording of an open space conservation easement on the combined parcels referenced herein to the benefit of Virginia Outdoors Foundation; and

WHEREAS, the resulting open space easement shall trigger the collection of a three-dollar recording fee for all property conveyances from the date of the easement filed in Charlottesville Circuit Court to the benefit of Virginia Outdoors Foundation upon recording; and

WHEREAS, a public hearing to receive public input on the approval of the grant and the purchase of the property was held on May 16, 2022; and

WHEREAS, a draft sales Agreement has been approved as to form by the City Attorney’s Office; and

WHEREAS, the City Manager, or their designee, is hereby authorized to sign the draft agreement, or other agreement provided it is in a substantially similar form, and to proceed with the steps necessary to acquire and convey said land; now, therefore,

BE IT RESOLVED, by the Council of the City of Charlottesville, that it hereby authorizes the purchase of the above-described Property for creation of parkland and the placement of an open space easement over the Property. The City Manager and City Attorney's Office shall take whatever actions are necessary to effect the acquisition of the above-described Property and required recordings, pursuant to the terms and conditions set forth herein.

Approved by Council
August 5, 2024

Kyna Thomas, CMC
Clerk of Council

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



Agenda Date:	August 5, 2024
Action Required:	Approve Resolution
Presenter:	Chris Gensic, Park and Trail Planner, Riaan Anthony, Director of Parks & Recreation
Staff Contacts:	Chris Gensic, Park and Trail Planner Brenda Kelley, Redevelopment Manager Riaan Anthony, Director of Parks & Recreation
Title:	Resolution approving land acquisition for park and open space use - 0 Cedar Hill Road (1 reading)

Background

The Parks and Recreation Department is requesting approval to purchase an approximately 0.22 acre vacant parcel of land on Cedar Hill Road in the Meadows neighborhood for park and open space use. Funding for the purchase will come from the Parks and Recreation Department Capital Improvement Plan (CIP) acquisition fund.

The agreed upon purchase price for the property is \$100,000.

(See the attached additional information on the proposed property acquisition transaction and Location Map).

Discussion

The Meadows neighborhood association approached the Parks department in ~2015 to inquire if it would be possible to find a piece of land for a park in their neighborhood, which currently does not have any parks. There are only two viable open pieces of property in the neighborhood that are not already developed. The owners of this parcel offered it for parkland use. It was part of a large parcel that was then subdivided to be available for sale to the City. It was then noted that the covenants on the land in that area did not allow any use besides residential so the owners worked to have a petition signed by the neighborhood allowing this particular parcel to be used for non-residential park use.

There is a large Dominion Energy powerline that crosses about one-third of the property, which will limit tree planting areas, but does not preclude a playground and other features for a pocket park on the land.

Parks & Recreation intends to work with the neighborhood after acquisition to determine what

features they would like in this small pocket park and then submit a CIP request to Council to fund the improvements.

Alignment with City Council's Vision and Strategic Plan

Approval of this property acquisition aligns with City Council's Strategic Outcome Areas of Climate Action; and Recreation, Arts, Culture. This action will support providing for urban parks and open space opportunities.

Community Engagement

The City has a Comprehensive Plan goal of at least one park in every neighborhood. This acquisition would satisfy that need for this neighborhood. The neighborhood association submitted a petition of support with signatures from over 70 residents of the neighborhood in 2018.

Budgetary Impact

Acquisition of the property will add to Parks Department mowing, maintenance and other operational budget costs related to general park maintenance.

Recommendation

Staff recommends approval of the attached resolution to acquire the property.

Alternatives

Do not purchase the property.

Attachments

1. 0 Cedar Hill final Checklist July2024_redacted
2. 0 Cedar Hill Prop Acq Presentation 080524
3. RESOLUTION 0 Cedar Hill acquisition 080524



PURCHASE OF PROPERTY
CHECKLIST

SECTION 1:

SELLER(S): WEBER PROPERTY MANAGEMENT, LLC

PURCHASER: CITY OF CHARLOTTESVILLE

PROPERTY LOCATION:

(see Exhibit A and Exhibit B for location/aerial maps of property)

ADDRESS: 0 Cedar Hill Road (vacant land)

PARCEL NUMBER: 40C102100

PURCHASE PRICE: \$100,000

PROPOSED CLOSING DATE: March 2024

SECTION 2:

 x Vacant Lot (0.22 acres)

 Improved Property

SECTION 3:

Proposed Use of Property: Parkland

Funding Source(s) and amount:

City CIP: PR-001 – Trails and Land Acquisitions \$100,000

Special Conditions Required by Funding Source: none

Special Conditions for Acquisition: none

Assessed Value (Include Year): 2024 Assessed Value \$120,000

Appraised Value (describe): no appraisal performed, price is within range of assessed value

Asking Price: \$100,000

Alternative(s) to Acquisition (i.e. easement, etc.): Fee simple is the best option for parks

Background and History on Request for Property Acquisition:

The Meadows neighborhood association approached the Parks department in ~2015 to inquire if it would be possible to find a piece of land for a park in their neighborhood, which currently does not have any parks. There are only two viable open pieces of property in the neighborhood that are not already developed. The owners of this parcel offered it for parkland use. It was part of a large parcel that was then subdivided to be available for sale to the City. It was then noted that the covenants on the land in that area did not allow any use besides residential so the owners worked to have a petition signed by the neighborhood allowing this particular parcel to be used for non-residential park use.

There is a large Dominion Energy powerline that crosses about one-third of the property, which will limit tree planting areas, but does not preclude a playground and other features for a pocket park on the land.

(See Exhibit F for Neighborhood petition sheets)

SECTION 4:

Requirements by City Department Prior to Action by City Council/Closing:

- ☒ Determine Assessed Value and if an Appraisal is needed
- ☒ Determine and identify funding source(s). If funding (or any portion of funding) is previously approved, include approval action in Exhibit D.
- ☒ Prepare and circulate memo for City Department(s):

(Use the *Property Acquisition Memorandum* form – include as Exhibit E)

- Finance – funds are available
- Utilities – no existing utilities
- Environmental
- Parks & Rec – maintenance
- Neighborhood Development Services – zoning confirmation

- Public Works (if applicable for Improved Property)

SECTION 5:

- ☐ City Manager's Office approval – to continue with due diligence on request for purchase

Initial: ARM

Date: 7/17/24

- ☒ City Attorney's Office to be notified of request to Purchase Property.

- ☐ Order Environmental Review (if required) - NOT REQUIRED

- ☐ Order Appraisal (if required) – NOT REQUIRED

- ☒ Identify if seller has attorney – if yes, gather contact information

Grisham and Barnhardt

310 4th Street, NE Suite 104, Charlottesville 22902

434-293-2939 jtg@grisham-barnhardt.com

- ☒ Obtain any required language for deeds and approval(s) in writing from City departments or outside funding agencies for deed language and terms

- ☒ Title Search - COMPLETE

- Order search and pro forma title commitment
- If survey plat available, send plat to them by e-mail (see Exhibit C)

- ☒ Order Plat, if one is not available (see Exhibit C)

- ☐ Prepare DRAFT Council Agenda Memorandum

- draft review by Office of Community Solutions
- Office of Community Solutions and Department requesting acquisition to meet with City Manager's Office to review request

OCS: Confirmation request is ready to proceed for approval.

lu
Initial

7/9/24
Date

CAO: per S:A 7/8/24 No legal issues outstanding. The title search does not reveal any serious title issues. Our office will handle this real estate transaction in the event it is approved by the CMO and City Council.

Initial

Date

CMO: Approval to proceed for City Council approval.

ARM
Initial

7/17/24
Date

SECTION 6:

- ☐ Finalize City Council Agenda Item
- ☐ Schedule City Council meeting date and present the item to Council
- ☐ City Council Resolution to Purchase Land (no PH required for Acquisition/Purchase §15.2-1800, except acquisition by condemnation; if funding is required with the request, additional City Council action(s) may be required)
- ☐ Obtain fully executed Purchase Agreement
- ☐ Title Insurance (not needed for Quitclaim) – needed for larger/more complex transactions
- ☐ Earnest money / deposit required – City Department making request to coordinate
- ☐ Schedule Closing – City Attorney's Office to coordinate and schedule
- ☐ Distribute final Closing Documents to:
 - City Attorney's Office
 - Office of Community Solutions
 - Department requesting acquisition
- ☐ Record Final Deed

Kara Gloeckner
517 Park St.
Charlottesville, VA 22902

To Whom It May Concern,

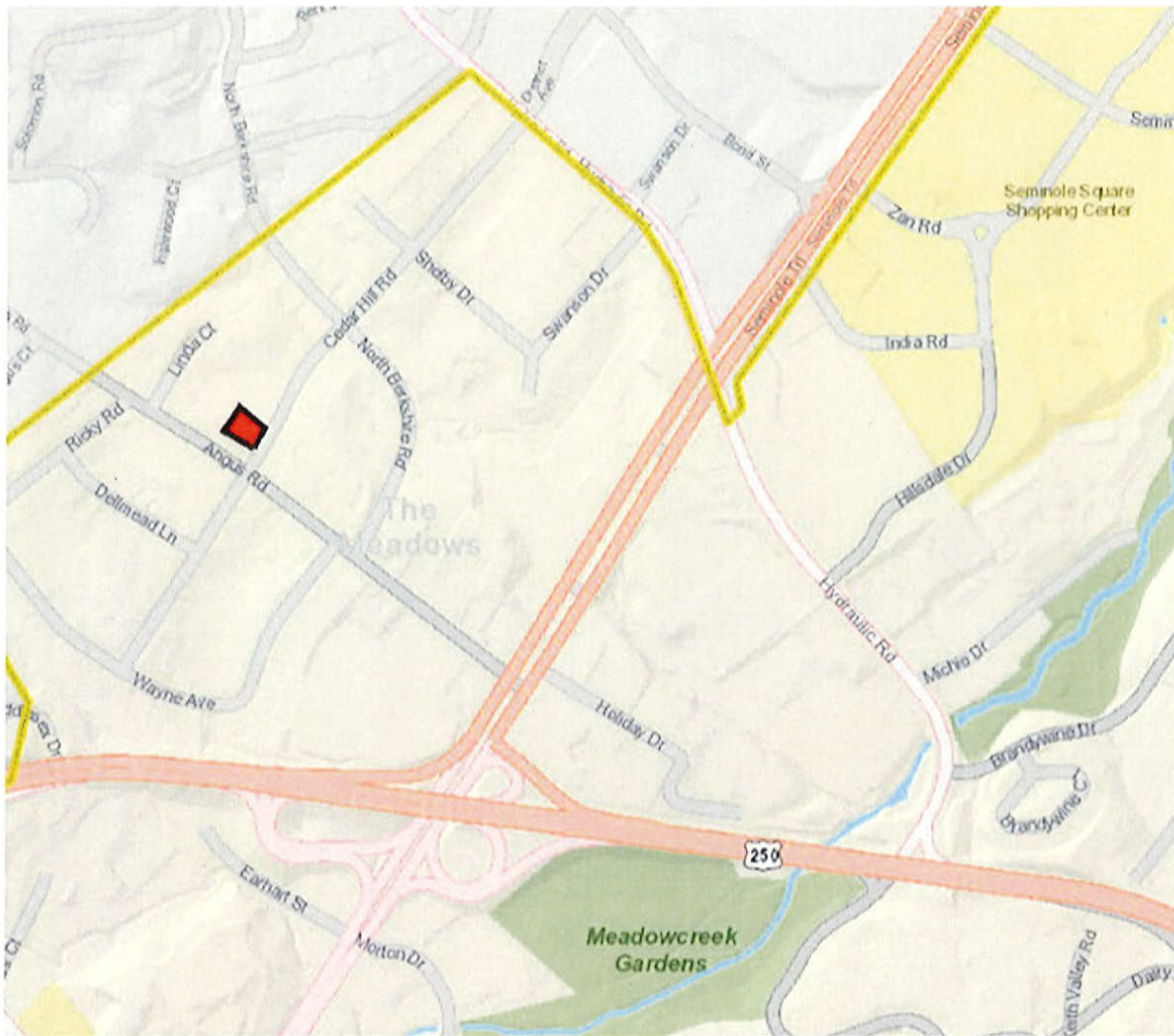
I, Kara Gloeckner, sole member of Weber Property Management, LLC and owner of 0 Cedar Hill Rd in Charlottesville intend to sell 0 Cedar Hill Rd lot to the City of Charlottesville for public park use.

Thank you,

A handwritten signature in cursive script, appearing to read "Kara Gloeckner".

Kara Gloeckner

Exhibit A - Location Map of Property



Title: AngusCedarHillLotMap

Date: 8/23/2021

0 Cedar Hill Road

Weber Property Management LLC

Exhibit B - Aerial Map of Property

0 Cedar Hill Road



Exhibit C - Plat

1104
B153

BOOK 1104 PAGE 153

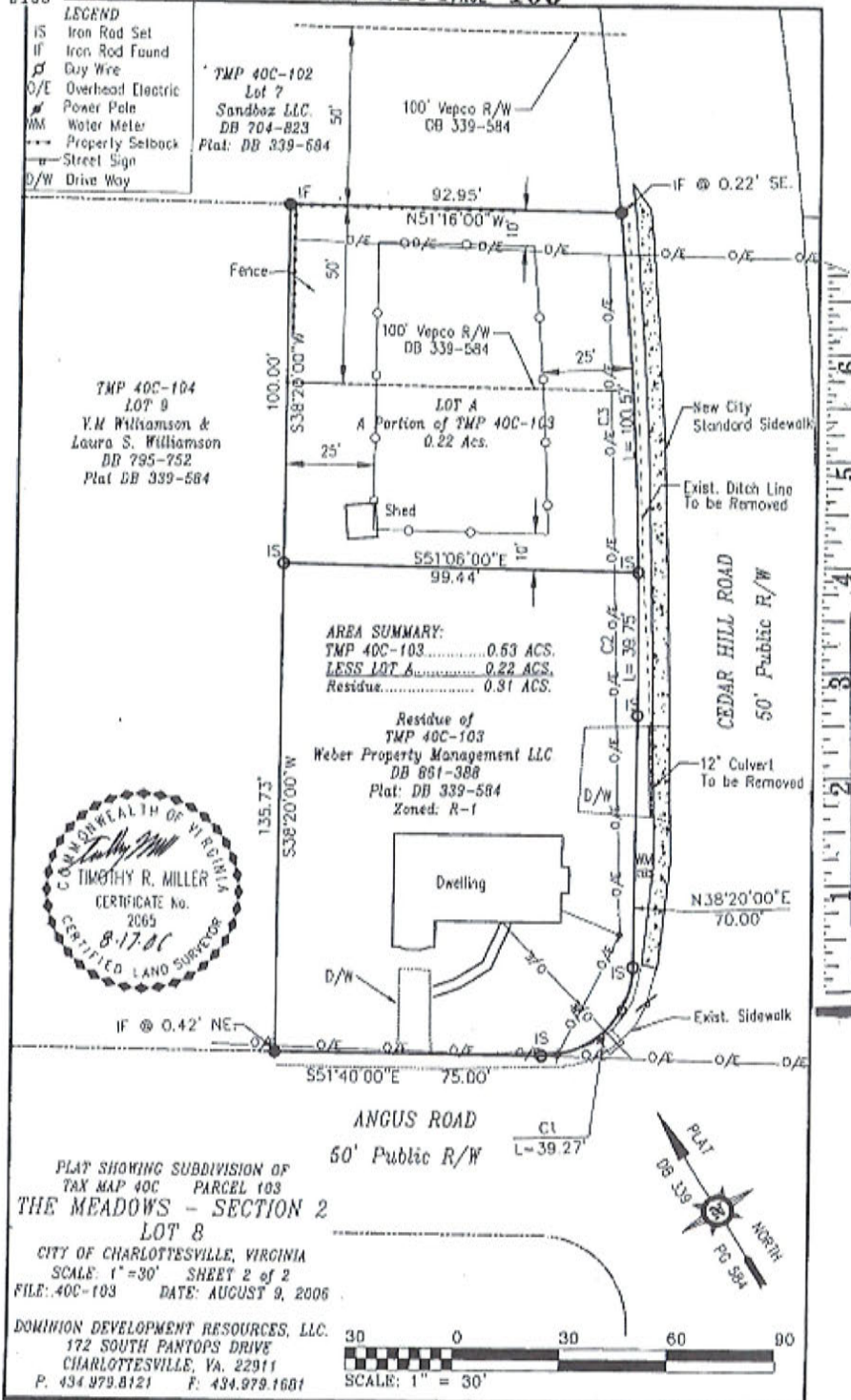


Exhibit D - Previous City Council Actions

Council approved \$100,000 in funding to acquire this parcel in the FY2024 CIP budget at its meetings on April 3, 2023 and April 11, 2023.

Exhibit E - Input from City Departments

MEMORANDUM
Office of the City Attorney

TO: Sam Sanders, City Manager

FROM: Chris Gensic, Park and Trails Planner, Parks & Recreation Dept.

DATE: August 31, 2023

RE: Acquisition of Property for Neighborhood Park

=====

I have been in contact with owners of property located at 0 Cedar Hill Road. Weber Property Management LLC owns property designated as 102.1 on City Tax Map 40C and has agreed to sell 0.22 acres to the City for use as parkland, as shown on the attached drawing/plat.

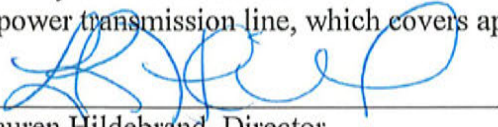
The assessed value of the land is \$120,000 according to the Assessor's office records. The agreed to sale price is \$100,000 since it is a buildable lot.

Funds are Available:  Date: 9/14/2023
Comptroller Glen E. Pack
Comptroller

Comments on the acquisition of the land regarding utilities, environmental liability, property maintenance, and zoning have been received from Public Works/Environmental, NDS, Public Utilities, and Parks and Recreation.

UTILITIES:

No City utilities on this site – No comments. Dominion Energy has a one-hundred-foot easement for a power transmission line, which covers approximately one half of this property.

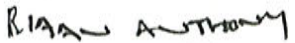
 Date: 8/31/2023
Lauren Hildebrand, Director

PW/ENVIRONMENTAL: Based on a site visit and visual assessment conducted on the subject property and a review of historical aerial photos, there are no apparent environmental concerns associated with this property. No further environmental investigation appears necessary at this time and the acquisition of the property is supported by this office.

 Date: 9/6/2023
Kristel Riddervold, Environmental Sustainability Manager

PARKS: Is prepared to take on maintenance of the land for Parkland purposes.

 Date: 9/13/2023
Dana Kasler, Director


Brian Anthony
Acting Director

NDS: The current zoning of this portion of the parcel (R-1) allows use for public parkland by right.

Dannan O'Connell
Dannan O'Connell, Planner

Date: 9/11/2023

CITY ATTORNEY'S OFFICE: No legal issues outstanding. The title work does not reveal any serious title issues. Our office will handle this real estate transaction in the event it is approved by the COO/CFO (or his designee) and City Council.

City Attorney

Date: _____

If you concur with the recommendations of the above-named departments, please indicate your approval of the land acquisition by signing below. If you do not agree, or have any questions about the conveyance, please note your objection or comments below.

Sam Sanders, City Manager

Date: _____

OBJECTION OR COMMENTS:

Exhibit F - Neighborhood Petition

I support the building of a playground on Cedar Hill
Drive across the street from the church

Name	address	phone #
Lighthughes	105 Linda Ct	
Peter Vassart	103 Linda Ct	
Baron Elias	106 LINDA CT	
Chris Green	2302 Dellmead Ln	
Martha Sites	1609 Ricky Rd.	
Bobby Strong	2304 Dellmead	
Shahdon	1604 Cedar Hill Rd	
Rosa Cruz	2300 A Wayne Ave charville VA. 22901	
Judy Bow	2302 B Wayne Ave Charville	
Margaret McManis	2305 Wayne Ave	
Wendy Barnett	2309 Wayne Ave	
Paul Stephens	2311-A Wayne Ave	
Andrew Pickens	2222 Wayne Ave	
Deborah Overhuf	2219 Wayne Ave	
Paul Strickland	2216 Wayne Ave	
Wendy Wood	2215 Wayne Ave	
Jimmy + Charles Owens	2211 Wayne Ave	
Angela Del Valle	1613 Cedar Hill Rd	
Lyndell Man	1611 Cedar Hill Rd	
Mike Siefert	11 2308 11 11	
Carol Brantley	1707-A Cedar Hill Rd.	
Walter Howard	1707B Cedar Hill Rd.	
Richard Lee	1708 Cedar Hill Rd	
Cameron Walker	1807 Cedar Hill Rd	
James K. French	2303 Shelby Dr.	
Cheryl Giannini	1905 Cedar Hill	
Vernon + Ruben	1903 Cedar Hill Rd.	
Charith Shelley	1907 Cedar Hill Rd	
Essenia Ruff	1910A Cedar Hill Rd	

I support the building of a playground on
Cedar Hill Drive across the street from the church.

Name address phone #

Bill Wilson 1614 Ricky Rd -
Michael W. Marshall

Angela Lang
Angela Lang 2302 #A Angus Rd

Courtney Greig 2213 A N. Berkshire Rd

Christopher Schroeder 2213 A N. Berkshire Rd

Minnesota Smajlovic 2210 A N. Berkshire rd

Andy Anderson 2216 B N. Berkshire rd

Joel Koximo 2207 N. Berkshire

Sarah Albright 2208 B N. Berkshire Rd

IRENE HERNDON 2206 N. Berkshire Rd #10

Sallama Al Malham 2212 N. Berkshire Rd #B

Abel Rojas 2214 N. Berkshire 2214 N. Berkshire Rd #B

Emanuel Washington 2214 N. Berkshire Apt #4

London Jones

Ferraine Walters 2316 A N. BERKSHIRE RD

Diana Reyes 2302 B N. Berkshire rd

Theresa Davis 2305 B N. Berkshire Rd

Shawn C. Malt 2305 A. N. Berkshire Rd

Freda - Norman Rosenheim 1610 Ricky Rd

Wesley Gantson 1603 Ricky Rd

Nathan Hedlow 1602 Ricky Rd

Michael Smith 1601 Ricky Rd

Neil McLaughlin 2309 Dellmead Lane

Charles Grafton 2305 Dellmead

Tom & Pam Hill 2303 Dellmead Ln

I support the building of a playground on Cedar Hill
Drive across the street from the church

Name	Address	Phone #
Braden Nancy Santmyer	1909 Cedar Hill	
Amber Swanson	1910 B Cedar Hill	
Joan Cassidy	2209 Shelby Dr	
Carol Holbrook	2206 Shelby Dr	
Hester Gellert	2007 Shelby Dr	
Lois Krossen	1901 Swanson Dr.	
Christina Mullins	1707 Swanson Dr.	
Jessie Voglietti	1914 Swanson Dr.	
Mark Quick	1913 Swanson Dr.	
J C Lill	1914 Swanson Dr.	
Anna L. Tulen Or	1704-A Cedar Hill Rd	
Marjorie Crane	1704-B Cedar Hill Rd	
Leita Thompson	1805 Cedar Hill Rd	
Meredith Allen	1905 Swanson Dr	

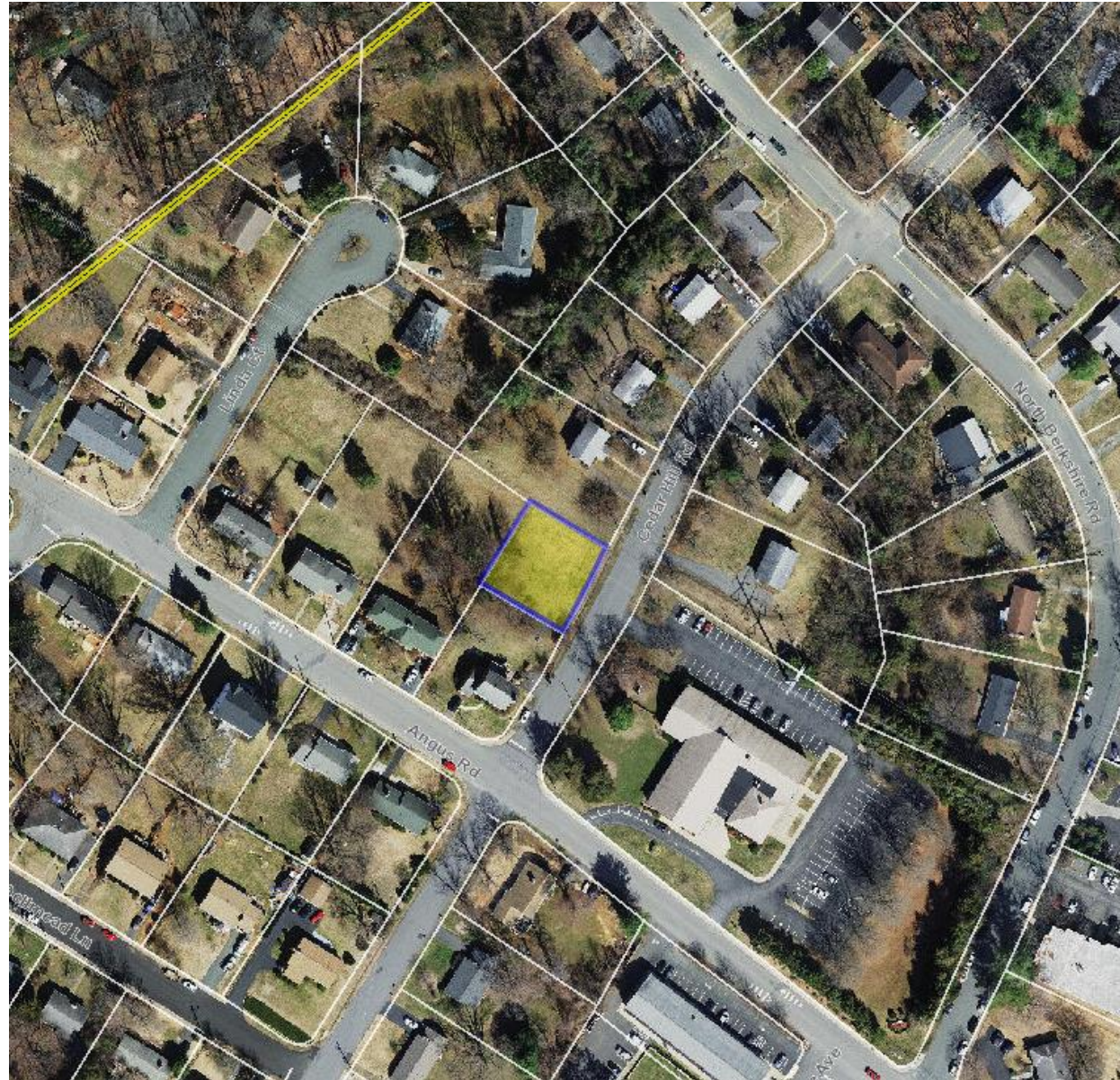
Request for Approval to Purchase Property (0.22 acres)

O Cedar Hill Road (vacant land)

Owner(s): Weber Property Management, LLC



0 Cedar Hill Road (vacant land)



0 Cedar Hill Road (vacant land)



**RESOLUTION
APPROVING THE ACQUISITION OF LAND
AT 0 CEDAR HILL ROAD**

WHEREAS, the City of Charlottesville seeks to expand publically available areas for park and open space purposes; and

WHEREAS, WEBER PROPERTY MANAGEMENT LLC (the “Owner”) is the owner of an approximately 0.22 acre parcel of vacant land designated as Parcel ID 40C102100, located on Cedar Hill Road (0 Cedar Hill Road), and has indicated a willingness to convey the subject land to the City of Charlottesville for creation of park and open space; and

WHEREAS, the land to be conveyed, hereinafter the “Property”, is described as follows:

ALL that certain lot or parcel of land, lying and being situate in the City of Charlottesville, Virginia, containing 0.22 acre, more or less, and being designated and described as Lot A, Block C, Section 2, of The Meadows Subdivision, as shown on plat made by Dominion Development Resources, LLC, dated August 9, 2006, and entitled “Plat Showing Subdivision of Tax Map 40C Parcel 103, The Meadows – Section 2, Lot 8, City of Charlottesville, Virginia”, a copy of which plat attached to Certificate of Plat recorded in the Clerk’s Office of the Circuit Court of Albemarle Count, Virginia in Deed Book 1104, Pages 151 and 154.

BEING a part of the same real estate conveyed to Weber Property Management, LLC by Deed from Jeff A. Bialy and Nicola J. Bialy, husband and wife, dated June 8, 2005 in the Clerk’s Office, Circuit Court, City of Charlottesville, Virginia in Deed Book 1033, Page 782.

WHEREAS, Owner has agreed to convey to the City the Property for the purchase price of \$100,000; and

WHEREAS, funds are available for the purchase of the Property through existing property acquisition funds managed by the Parks and Recreation Department; and

WHEREAS, the Department of Parks and Recreation seeks approval from City Council to proceed with the purchase of the above-described Property at a purchase price of \$100,000, with funding supplied by existing property acquisition funds managed by the Parks and Recreation Department; and

WHEREAS, upon acquisition, the property at 0 Cedar Hill Road will be added into the public park system; and

WHEREAS, a draft sales Agreement has been approved as to form by the City Attorney's Office; and

WHEREAS, the City Manager, or their designee, is hereby authorized to sign the draft agreement, or other agreement provided it is in a substantially similar form, and to proceed with the steps necessary to acquire and convey said land; now, therefore,

BE IT RESOLVED, by the Council of the City of Charlottesville, that it hereby authorizes the purchase of the above-described Property for creation of park and open space use. The City Manager and City Attorney's Office shall take whatever actions are necessary to effect the acquisition of the above-described Property and required recordings, pursuant to the terms and conditions set forth herein.

Approved by Council
August 5, 2024

Kyna Thomas, CMC
Clerk of Council

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



Agenda Date:	August 5, 2024
Action Required:	Approve Resolution
Presenter:	Chris Gensic, Park and Trail Planner, Riaan Anthony, Director of Parks & Recreation
Staff Contacts:	Chris Gensic, Park and Trail Planner Brenda Kelley, Redevelopment Manager Riaan Anthony, Director of Parks & Recreation
Title:	Resolution approving land acquisition for trail and open space use - 0 Rialto Street (1 reading)

Background

The Parks and Recreation Department is requesting approval to purchase an approximately 1.064 acre vacant parcel of land along Moores Creek for trail, forest preservation and stream access protection use. Funding for the purchase will come from the Parks and Recreation Department Capital Improvement Plan (CIP) acquisition fund.

The agreed upon purchase price for the property is \$10,000. While the assessed value of the property is currently significantly lower, this vacant parcel is basically unbuildable as it is in a floodplain.

(See the attached additional information on the proposed property acquisition transaction and Location Map).

Discussion

The property was developed over a number of years, and Parks & Recreation worked with the developer(s) to arrange for acquisition of a large portion of the open space for trail, forest preservation and stream access protection use. This proposed acquisition does not include the storm pond facility or the small parcel of open space that is not along the creek, which will be owned by the Home Owner's Association (HOA).

Acquisition will provide parks and recreation space as well as opportunity for stream and forest preservation and restoration work. This property is located within City limits and within County limits, and includes both sides of Moores Creek.

Currently, there is not a trail on the property. Parks & Recreation intends to construct a shared use path connecting Belmont Park with Moores Creek trail and downstream to Jordan Park/Avon Street once neighboring easements are acquired from adjacent properties, which are in discussion now.

Alignment with City Council's Vision and Strategic Plan

Approval of this property acquisition aligns with City Council's Strategic Outcome Areas of Climate Action; and Recreation, Arts, Culture. This action will support protecting the Moores Creek watershed and providing for urban forest and trail opportunities. The project supports City Council's "America's Healthy City" vision by providing outstanding recreational areas and walking trails, as well as the vision of being a "Connected Community"

Community Engagement

The Bicycle, Pedestrian and Trail master plan and the Azalea Park Master Plans were developed with multiple public meetings and was approved by City Council.

Budgetary Impact

Costs related to the acquisition of the property will be paid using funds previously appropriated in the City's Capital Project fund which were allocated for trails. Ownership of the property will also add to Parks Department mowing, trail maintenance and other operational budget costs related to general park maintenance.

Recommendation

Staff recommends approval of the attached resolution to acquire the property.

Alternatives

Council could decide not to purchase the property.

Attachments

1. 0 Rialto St final Checklist July2024
2. 0 Rialto Prop Acq Presentation 080524
3. RESOLUTION 0 Rialto acquisition 080524



PURCHASE OF PROPERTY

CHECKLIST

SECTION 1:

SELLER(S): Rialto Beach LLC

PURCHASER: CITY OF CHARLOTTESVILLE

PROPERTY LOCATION:

(see Exhibit A and Exhibit B for location/aerial maps of property)

ADDRESS: 0 Rialto St – Rialto Beach Open Space

PARCEL NUMBER: portion of Parcel ID 590379000

PURCHASE PRICE: \$10,000

SELLER'S ATTORNEY INFORMATION: Peter Caramanis, Royer Caramanis PLC

PROPOSED CLOSING DATE: tbd

SECTION 2: (select one)

☒ Vacant Lot

☐ Improved Property

SECTION 3: (complete all information)

Proposed Use of Property: Trail, Forest Preservation, Stream Access Protection
(Moore's Creek)

Funding Source(s) and amount:

City General Fund:

City CIP: \$10,000 (Trail P-00662)

Federal:

State:

Other:

Special Conditions Required by Funding Source: n/a

Special Conditions for Acquisition: none

Assessed Value (Include Year): \$100 (2024)

Appraised Value (describe): n/a

Asking Price: \$10,000

Background and History on Request for Property Acquisition:

The property was developed over a number of years, and Parks&Rec worked with the developer(s) to arrange for acquisition of a large portion of the open space for trail, forest preservation and stream access protection use.

This proposed acquisition does not include the storm pond facility or the small parcel of open space that is not along the creek, that will be owned by the HOA.

SECTION 4:

Requirements by City Department Prior to Action by City Council/Closing:

- ☒ Written verification from Seller showing intent to convey
- ☒ Determine Assessed Value and if an Appraisal is needed
- ☒ Determine and identify funding source(s). If funding (or any portion of funding) is previously approved, include approval action in Exhibit D. N/A
- ☒ Prepare and circulate memo for City Department(s):
(Use the *Property Acquisition Memorandum* form – include as Exhibit E)
 - City Assessor's Office review of property records and value(s)

- Utilities Department review for stormwater, conflict with and/or existing utilities, etc.
 - Environmental/Office of Sustainability review for environmental-related concerns, endangered species screening, etc.
 - Neighborhood Development Services review for zoning; historical, cultural, archeological concerns, etc.
 - Parks and Recreation review for applicable use, maintenance, etc.
 - Public Works review for applicable use, maintenance, etc.
 - Finance Department as to funding of the acquisition
-

SECTION 5:

- ☒ City Manager or their authorized designee approval – to continue with due diligence on request for purchase

Initial: ARM

Date: 5/30/24

- ☒ City Attorney to be notified of request to Purchase Property.

- ☒ Order Phase 1 ESA Report, unless Office of Sustainability has determined that sufficient evidence has been provided that a Environmental/Phase 1 report is not required

- ☒ Order Appraisal if required by the Department Director assigned to this acquisition

- ☒ Identify if seller has attorney – if yes, gather contact information

- ☒ Obtain any required language for deeds and approval(s) in writing from City departments or outside funding agencies for deed language and terms

- ☒ Title Report

- Order search and pro forma title commitment
- If survey plat available, send plat to them by e-mail (see Exhibit C)

- ☒ Order Plat, if one is not available (see Exhibit C)

- ☒ Encumbrances on the Property affecting marketability (Deeds of Trust, Assignments, Liens, Declarations, etc. – This should all be listed in the Title Report)

- ☒ For those properties with improvements, notify Risk Management of the intent to purchase the property

☒ Prepare DRAFT Council Agenda Memorandum

- draft review by Office of Community Solutions
- Office of Community Solutions and Department requesting acquisition to meet with City Manager's Office to review request

OCS: Confirmation request is ready to proceed for approval.

per 7/9/24
Initial Date

CAO: per S: A 7/8/24 No legal issues outstanding. The title search does not reveal any serious title issues. Our office will handle this real estate transaction in the event it is approved by the CMO and City Council.

Initial Date

City Manager or their authorized designee: Approval to proceed for City Council approval.

ARM 7/17/24
Initial Date

SECTION 6:

- ☐ Finalize City Council Agenda Item
- ☐ Schedule City Council meeting date and present the item to Council
- ☐ City Council Resolution to Purchase Land (no PH required for Acquisition/Purchase §15.2-1800, except acquisition by condemnation; if funding is required with the request, additional City Council action(s) may be required)
- ☐ City Council Meeting Concluded
- ☐ Obtain fully executed Purchase Agreement
- ☐ Title Insurance (not needed for Quitclaim) – needed for larger/more complex transactions
- ☐ Earnest money / deposit required – City Department making request to coordinate
- ☐ Schedule Closing – Closing Agent to coordinate and schedule
- ☐ Distribute final Closing Documents to:
 - City Attorney's Office

- Office of Community Solutions
 - Department requesting acquisition
 - Finance Department
- ☐ Record Final Deed

Rialto Beach LLC

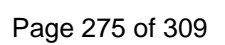


Exhibit B - Aerial Map of Property

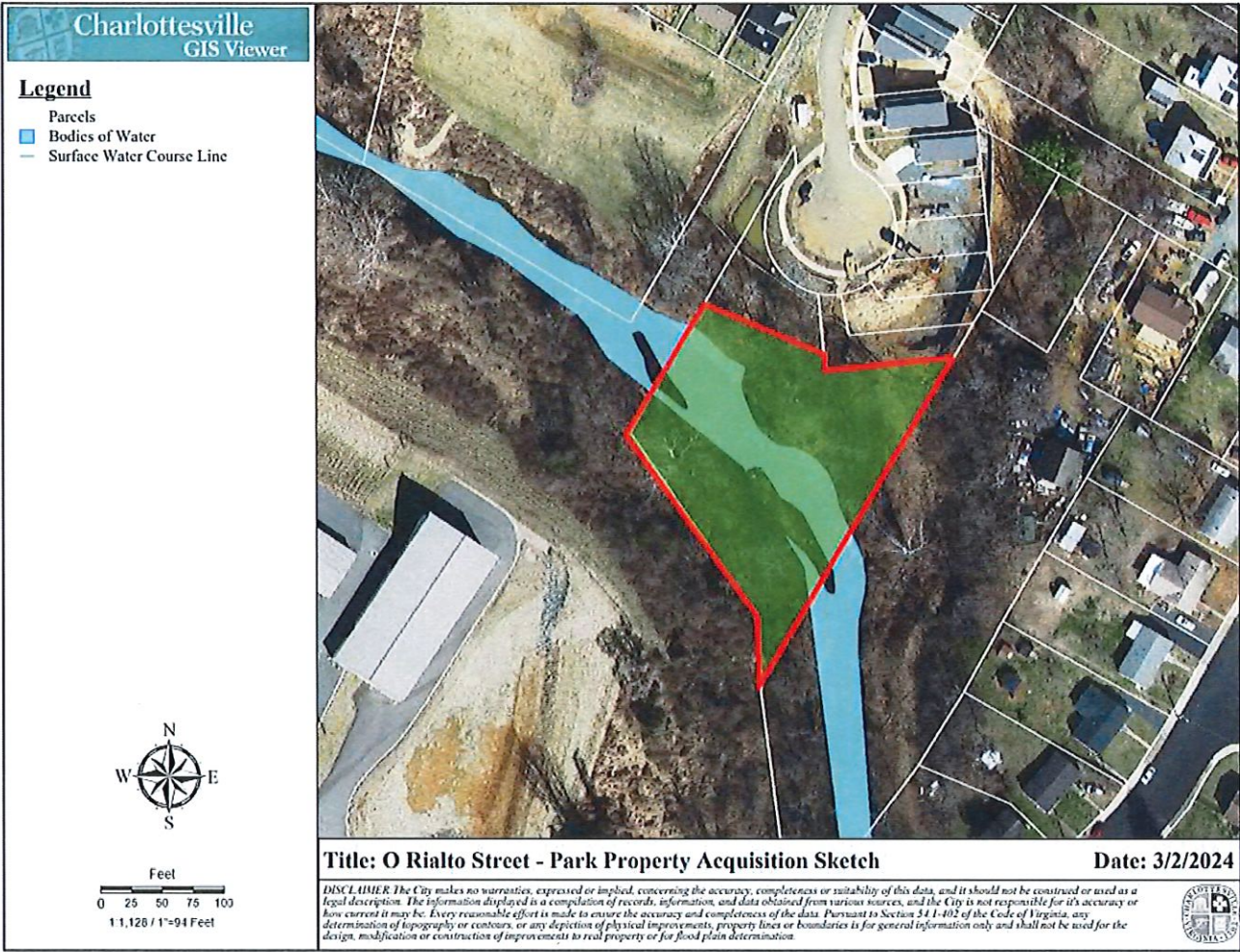


Exhibit C - Plat

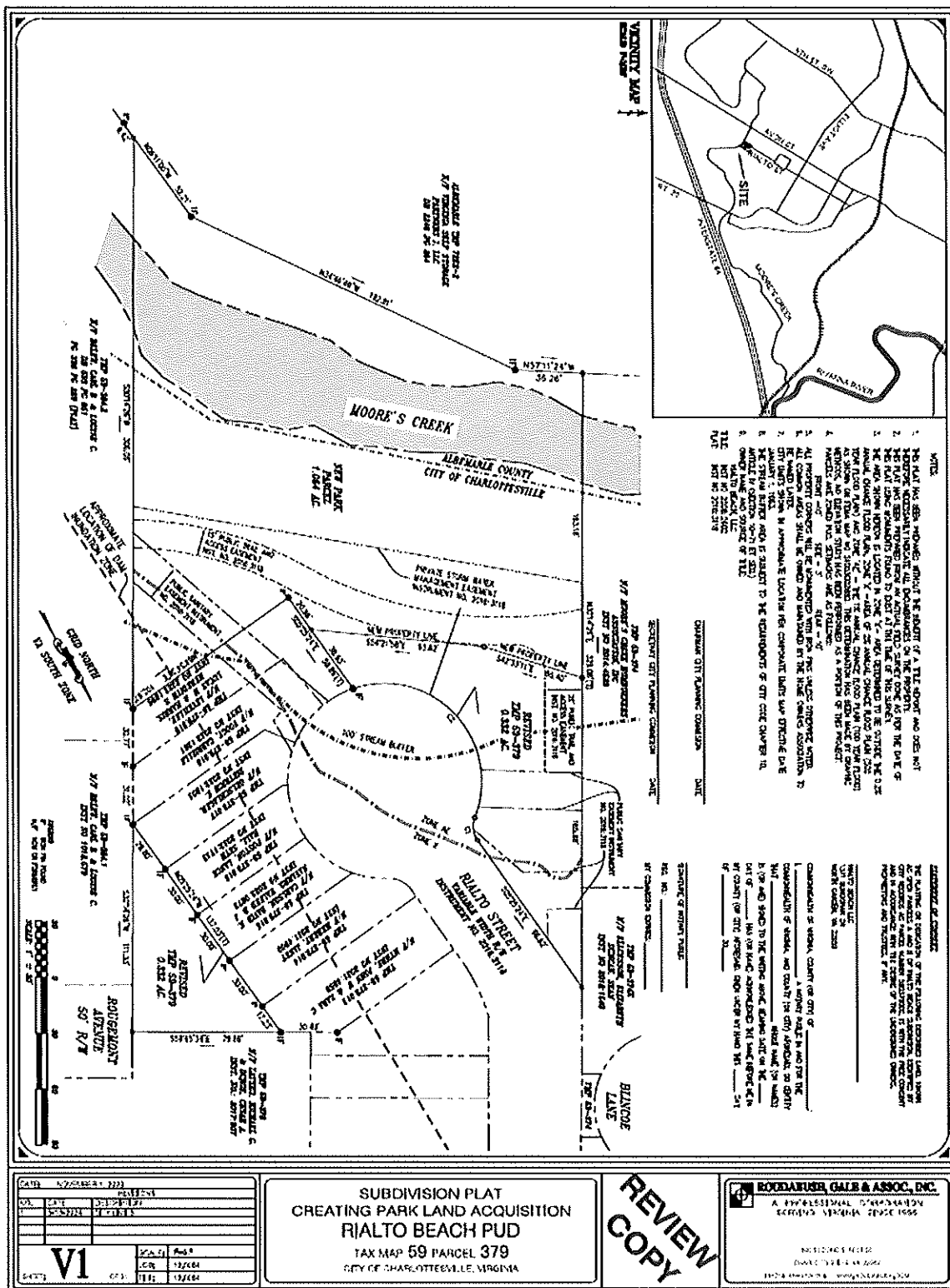


Exhibit D - Previous City Council Actions

None to date

Exhibit E - Input from City Departments

MEMORANDUM
Property Acquisition

TO: City Manager's Office / Office of Community Solutions

FROM: Chris Gensic, Park and Trail Planner

DATE: October 23, 2023

RE: Acquisition of Property
0 Rialto Street

=====

I have been in contact with the Owner(s) of property located at 0 Rialto Street, TMP#590379000 and hereinafter "0 Rialto Street". Owner(s) has agreed to sell the property to the City for use as Park and Trails, as shown on the attached drawing/plat.

The City Assessor has determined the value of the property to be \$0. The Property Owner(s) has agreed to a selling price of \$10,000. The funding for this acquisition is provided by Trail and Parkland Acquisition Fund PR-001.

Comments on the acquisition of the property regarding utilities, environmental liability, property maintenance, zoning and funding availability have been received from the following departments as evidenced by the comments and signatures listed below:

UTILITIES:

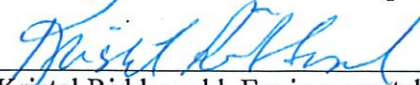
A 30-inch City-owned sanitary sewer main runs across a portion of the property. Utilities does not object to the use of the property as City Parkland and/or for use of a trail.



Lauren Hildebrand, Director

Date: 10/31/2023

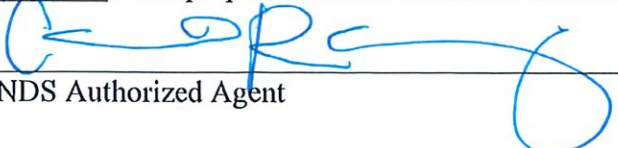
ENVIRONMENTAL: Based on a site visit and/or visual assessment conducted on the subject property, a review of historic aerial photos, and review of the title report, there are no apparent environmental concerns associated with this property. No further environmental investigation appears necessary at this time and the acquisition of the property is supported by this office.



Kristel Riddervold, Environmental Sustainability Division Manager

Date: 10/27/2023

NEIGHBORHOOD DEVELOPMENT SERVICES (NDS): The current zoning of this parcel is RXD. The proposed Use of the land is allowable by right.

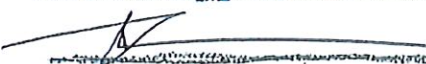


NDS Authorized Agent

Date: 11/13/2023

PARKS AND RECREATION: (check all that apply) The Parks and Recreation Department is prepared to take on maintenance of the land:

_____ for _____ (purpose) _____ **PARK AND TRAIL USES**
_____ with the following conditions: **NONE**


~~Dana Kasler, Director~~

RIMAN

Date: 11/13/2023

FINANCE DEPARTMENT:

Funds are available.


Christopher Cullinan, Director

Date: 11.2.2023

GENERAL DEPARTMENT OBJECTION OR COMMENTS:

Request for Approval to Purchase Property (1.064 acres)

O Rialto Street (vacant land)

Owner(s): Rialto Beach, LLC



0 Rialto Street (vacant land)



0 Rialto Street (vacant land)



0 Rialto Street (vacant land)



**RESOLUTION
APPROVING THE ACQUISITION OF LAND
AT 0 RIALTO STREET**

WHEREAS, the City of Charlottesville seeks to expand publically available areas for park, and trail uses, recreational enjoyment, and forest and stream preservation and restoration purposes; and

WHEREAS, RIALTO BEACH LLC (the “Owner”) is the owner of land designated as a portion of Parcel ID 590379000, located on Interstate 64, Moores Creek and State Route 780 (Old Lynchburg Road), and has indicated a willingness to convey the subject land to the City of Charlottesville for creation of trail(s) and open space; and

WHEREAS, the land to be conveyed, hereinafter the “Property”, is described as follows:

TAX MAP PARCEL NUMBER: Part of 590379000

ALL that parcel of tract of land located in the City of Charlottesville, Virginia on both sides of Moore’s Creek shown as New Park Parcel containing 1.064 acres on a plat by Roudabush, Gale & Assoc., Inc. dated November 1, 2023, revised May 10, 2024 and recorded in the Clerk’s Office of the Circuit Court of the City of Charlottesville, Virginia, as Instrument No. _____.

BEING a portion of the property conveyed to Rialto Beach, LLC, a Virginia limited liability company, be deed from Coleway Development, LLC, a Virginia limited liability company, dated May 22, 2008, recorded May 22, 2008, in the Clerk’s Office of the Circuit Court of the City of Charlottesville, Virginia, as Instrument No. 2008002402.

WHEREAS, Owner has agreed to convey to the City the Property for the purchase price of \$10,000; and

WHEREAS, funds are available for the purchase and development of the Property through existing property acquisition funds managed by the Parks and Recreation Department (Account Trail P-00662); and

WHEREAS, the Department of Parks and Recreation seeks approval from City Council to proceed with the purchase of the above-described Property at a purchase price of \$10,000, with funding supplied by existing property acquisition funds managed by the Parks and Recreation Department; and

WHEREAS, upon acquisition, the property at 0 Rialto Street will be added into the public park system; and

WHEREAS, a draft sales Agreement has been approved as to form by the City Attorney’s Office; and

WHEREAS, the City Manager, or their designee, is hereby authorized to sign the draft agreement, or other agreement provided it is in a substantially similar form, and to proceed with the steps necessary to acquire and convey said land; now, therefore,

BE IT RESOLVED, by the Council of the City of Charlottesville, that it hereby authorizes the purchase of the above-described Property for creation of park and open space use. The City Manager and City Attorney's Office shall take whatever actions are necessary to effect the acquisition of the above-described Property and required recordings, pursuant to the terms and conditions set forth herein.

Approved by Council
August 5, 2024

Kyna Thomas, CMC
Clerk of Council

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



Agenda Date:	August 5, 2024
Action Required:	Approve resolution
Presenter:	Chris Engel, Director of Economic Development
Staff Contacts:	Chris Engel, Director of Economic Development Robinson Hubbard, Deputy City Attorney Samuel Sanders, Jr., City Manager
Title:	Resolution approving amendments related to the City's interest in Water Street Parking Garage

Background

The City by virtue of its membership in the Water Street Parking Garage Condominium Association (WSPGCA) entered into a 99-year ground lease for the land under the Water Street Parking Garage in 1991. At the time this enabled new structured parking to be built at a key location in an effort to support the growing downtown mall area. The ground rent during the early years of the lease was favorable to the WSPGCA and below market value. As of 2014, and every ten years thereafter, the rent resets based on the appraised value of the land as if unimproved. In 2014, the rent reset triggered litigation involving the property owner, the association, the City, and others. In 2018, the City entered into an agreement to lease the remaining 317 parking spaces so that the facility could be uniformly managed.

Discussion

In early 2024, the property owner presented an appraisal indicating a significant increase in the ground lease rent. In an effort to avoid litigation and make this increase more gradual the association and tenant sought to negotiate an alternative solution. The parties have reached agreement on a solution that includes the following elements:

1. An amendment to the ground lease that sets the annual rent to be paid for the period from July 1, 2024, to June 30, 2044.
2. An amendment to the parking space lease that extends the term to June 30, 2044, and sets the annual rent to be paid for the period from July 1, 2024, to June 30, 2044.
3. An option for the City to purchase the land (subject to the ground lease mentioned above) and the parking spaces (subject to the above-mentioned lease) effective July 1, 2044. If the City does not exercise this option, then Charlottesville Parking Center will purchase the City's parking spaces.

The amendments remove the opportunity for future appraisal disputes, provide known costs and

allow current parking operations to continue uninterrupted.

The option agreement provides the City a twenty-year timeframe to assess the need for and desirability of municipally owned and operated parking facilities and determine if ownership is appropriate at that time. It also ends the City's rent obligation to the WSPGCA as of 2044.

Alignment with City Council's Vision and Strategic Plan

The item supports City Council's Strategic Plan Framework Areas of Transportation and Economic Prosperity.

Community Engagement

No engagement specific to this application.

Budgetary Impact

There will be no impact on the general fund in FY25. While the Parking Fund reserve will be exhausted and future budgets will need to be adjusted to support the rent required for the WSPG ground lease, the long-term budgetary impact overall is favorable for the City as an option to purchase/sell now exists in 2044.

Recommendation

Staff recommends approval of the resolution.

Alternatives

N/A

Attachments

1. RES_WSPGCA Resolution to Approve Amendments 08.05.24 (2)
2. Ground Lease Amendment- WSL- WSPGCA - Final
3. Lease Amendment- Parking Spaces- CPC- City - Final
4. Option Agreement-Water Street Parking Garage - Final

RESOLUTION

Approving the execution of several amendments related to the City's interest in the Water Street Parking Garage and the Water Street Parking Garage Condominium Association (WSPGCA)

WHEREAS, the City, by virtue of its membership in the Water Street Parking Garage Condominium Association ("WSPGCA"), entered into a 99-year ground lease for the land under the Water Street Parking Garage in 1994, which enabled the construction of a parking facility to support the growing Downtown Mall area; and

WHEREAS, the WSPGCA's governing documents provide that the base rent for the land underneath the Water Street Parking Garage (the "Garage") must be renegotiated every ten years, based on the appraised value of the land as if the land was unimproved; and

WHEREAS, in 2014, this renegotiation process led to significant litigation involving the City, the WSPGCA, the Charlottesville Parking Center ("the CPC" or "Landlord"), and other involved parties; and

WHEREAS, the WSPGCA is currently renegotiating the base rent for the land underneath the Garage, and this renegotiation is likely to result in a significant increase in the base rent, or litigation, or both; and

WHEREAS, the parties have currently negotiated a settlement agreement intended to prevent future disagreements between the parties which includes the following terms:

1. An amendment to the ground lease that sets the annual rent for the period from July 1, 2024 to June 30, 2044.
2. An amendment to the parking space lease that extends the term to June 30, 2044 and sets the annual rent for the period from July 1, 2024 to June 30, 2044.
3. An option for the City to purchase the land (subject to the ground lease mentioned above) and the parking spaces (subject to the above-mentioned lease) effective July 1, 2044. If the City does not exercise this option, then Charlottesville Parking Center will purchase the City's parking spaces.

BE IT RESOLVED by the Council for the City of Charlottesville, Virginia that the terms of the settlement agreement between the City of Charlottesville, as part of the WSPGCA, and the CPC are hereby approved, and the City Manager is authorized to execute any necessary documents, in form approved by the City Attorney's Office.

FIRST AMENDMENT TO DEED OF LEASE

THIS FIRST AMENDMENT TO DEED OF LEASE (the “Amendment”) is made and entered into to be effective as of the 1st day of July, 2024 (“Amendment Effective Date”), by and between **WATER STREET LEASING, LLC**, a Virginia limited liability company (“Landlord”) and **WATER STREET PARKING GARAGE CONDOMINIUM ASSOCIATION**, a Virginia corporation (“Tenant”).

RECITALS:

A. Landlord is the owner of a tract of land located in the City of Charlottesville, known as TMP 280061000 (the “Land”), acquired by Deed of Gift from Charlottesville Parking Center, Inc. (“CPC”) dated January 12, 2017, and recorded in the Clerk’s Office for the City of Charlottesville as Instrument Number 201700000338.

B. The Land was leased by CPC as Landlord to Water Street Development Group (“WSDG”) as Tenant, by Deed of Lease dated May 1, 1991, and recorded in the Clerk’s Office for the City of Charlottesville in Deed Book 582, page 424 (the “Ground Lease”).

C. WSDG assigned its rights in the Ground Lease to Tenant by Assignment and Consent to Assignment dated February 16, 1994, and recorded in the Clerk’s Office for the City of Charlottesville in Deed Book 623, page 782.

D. CPC assigned its rights in the Ground Lease to Landlord by Assignment of Deed of Lease dated January 13, 2017, and recorded in the Clerk’s Office for the City of Charlottesville as Instrument Number 201700000339.

E. Landlord and Tenant have agreed to amend the Ground Lease to set the annual rent to be paid under the Ground Lease for the period from July 1, 2024 to June 30, 2044, upon the terms and conditions set forth in this Amendment.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference. The use of any capitalized term not otherwise defined herein shall have the meaning ascribed thereto in the Ground Lease.

2. Rental. Notwithstanding the provisions of Section 4.2 of the Ground Lease, Landlord and Tenant agree that the rent to be paid pursuant to the Ground Lease for the period from July 1, 2024 to June 30, 2044 will be determined as follows:

(a) Commencing on July 1, 2024, annual rent to be paid by Tenant to Landlord will be one million eight hundred thousand dollars (\$1,800,000.00), payable in equal monthly installments as further provided for in the Ground Lease.

(b) Commencing on July 1, 2025, and continuing each July 1st thereafter, until June 30, 2044, annual rent will increase by the greater of: a) three percent (3%) from the previous annual rent amount; or b) the increase in CPI-U between January 1 and December 31 of the immediately preceding calendar year. "CPI-U" as used in this Agreement is agreed to refer to "Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, 1982-84=100, not seasonally adjusted" published by the Bureau of Labor Statistics. Department of Labor.

(c) Notwithstanding the foregoing rent adjustment provisions, Landlord and Tenant agree that annual rent under the Ground Lease will increase on July 1, 2034, by fifteen percent (15%) from the annual rent amount payable from July 1, 2033-June 30, 2034.

3. Final Agreement; Ratification. Except as specifically set forth herein, the Lease remains unchanged and in full force and effect and the parties, by their execution of this Amendment, hereby ratify, affirm and approve the Lease, as amended hereby.

[signature page follows]

WITNESS the following signature and seal:

LANDLORD:

WATER STREET LEASING, LLC

BY: _____(SEAL)
W. Mark Brown, Manager

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____:

I, the undersigned Notary Public, in and for the Commonwealth of Virginia, hereby certify that the foregoing amendment was acknowledged before me this ____ day of July 2024, by W. Mark Brown, manager of Water Street Leasing, LLC., a Virginia limited liability company, on behalf of the company.

_____(SEAL)

Notary Public

My commission expires: _____

Notary registration number: _____

WITNESS the following signature and seal:

TENANT:

WATER STREET PARKING GARAGE
CONDOMINIUM ASSOCIATION

BY: _____(SEAL)
W. Mark Brown, President

BY: _____(SEAL)
Chris Engel, Vice President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____:

I, the undersigned Notary Public, in and for the Commonwealth of Virginia, hereby certify that the foregoing amendment was acknowledged before me this ____ day of July 2024, by W. Mark Brown, president, and Chirs Engel, vice president, of Water Street Parking Garage Condominium Association, a Virginia corporation, on behalf of the corporation.

_____(SEAL)
Notary Public
My commission expires: _____
Notary registration number: _____

FIRST AMENDMENT TO DEED OF LEASE

THIS FIRST AMENDMENT TO DEED OF LEASE (the “Amendment”) is made and entered into to be effective as of the 1st day of July, 2024 (“Amendment Effective Date”), by and between **CHARLOTTESVILLE PARKING CENTER, INC.**, a Virginia corporation (“Landlord”) and the **CITY OF CHARLOTTESVILLE**, a municipal corporation and political subdivision of the Commonwealth of Virginia (“Tenant”).

RECITALS:

- A. Landlord and Tenant entered into that certain Deed of Lease dated June 30, 2018 (the “Original Lease”), for the lease of three hundred seventeen (317) parking spaces located within the Water Street Parking Garage (the “Premises”), as the Premises is more particularly described in the Lease.
- B. The Term of the Lease is currently set to expire on June 30, 2034.
- C. Landlord and Tenant have agreed to amend the Lease upon the terms and conditions set forth in this Amendment.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference. The use of any capitalized term not otherwise defined herein shall have the meaning ascribed thereto in the Lease.
2. Term. The Term of the Lease of the Premises is hereby extended to June 30, 2044. All renewal options provided in the Lease are null and void and Tenant has no remaining options to extend the Term of the Lease beyond June 30, 2044.
3. Rental. Notwithstanding the provisions of Section 3.1 of the Lease, Landlord and Tenant agree that the rent to be paid pursuant to the Lease for the period from July 1, 2024 to June 30, 2044 will be determined as follows:
 - (a) From the Amendment Effective Date until June 30, 2025, Tenant will pay Landlord Rent in the monthly amount of \$57,984.64.
 - (b) Commencing July 1, 2025, and continuing through the end of the Term, Rent will increase on an annual basis by the greater of: a) three percent (3%) of the Rent paid for the immediately preceding twelve (12) month period; or b) the increase in the CPI-U between January 1 and December 31 of the immediately preceding calendar year. “CPI-U” as used in this Amendment is agreed to refer to “Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, 1982-84=100, not seasonally adjusted” published by the Bureau of Labor Statistics.
4. Final Agreement; Ratification. Except as specifically set forth herein, the Lease remains unchanged and in full force and effect and the parties, by their execution of this Amendment, hereby ratify, affirm and approve the Lease, as amended hereby.

[signature page follows]

WITNESS the following signature and seal:

LANDLORD:

CHARLOTTESVILLE PARKING CENTER, INC.

BY: _____(SEAL)
W. Mark Brown, President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____:

I, the undersigned Notary Public, in and for the Commonwealth of Virginia, hereby certify that the foregoing amendment was acknowledged before me this ____ day of July 2024, by W. Mark Brown, president of Charlottesville Parking Center, Inc., a Virginia corporation, on behalf of the corporation.

_____(SEAL)

Notary Public

My commission expires: _____

Notary registration number: _____

WITNESS the following signature and seal:

TENANT:

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____(SEAL)

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____:

I, the undersigned Notary Public, in and for the Commonwealth of Virginia, hereby certify that the foregoing amendment was acknowledged before me this ____ day of July 2024, by _____, _____ of the City of Charlottesville, Virginia, a municipal corporation and political subdivision of the Commonwealth of Virginia, on behalf of the City.

_____(SEAL)

Notary Public

My commission expires: _____

Notary registration number: _____

Approved as to form:

City Attorney

OPTION AND PURCHASE AND SALE AGREEMENT

THIS OPTION AND PURCHASE AND SALE AGREEMENT (“Agreement”), dated as of _____, 2024, is made by and between CHARLOTTESVILLE PARKING CENTER, INC. (“CPC”), WATER STREET LEASING, LLC (“WSL”), and THE CITY OF CHARLOTTESVILLE, VIRGINIA (“City”).

Recitals:

A. WHEREAS, WSL is the owner of a tract of land located in the City of Charlottesville, known as TMP 280061000 (the “*Land*”), acquired by Deed of Gift from CPC dated January 12, 2017, and recorded in the Clerk’s Office for the City of Charlottesville as instrument number 201700000338; and,

B. WHEREAS, WSL leases the land to the Water Street Parking Garage Condominium Association pursuant to Deed of Lease dated May 1, 1991, as amended by First Amendment to Deed of Lease dated on or about the date of this Agreement (as amended, the “*Ground Lease*”); and,

C. WHEREAS, pursuant to the Ground Lease a building commonly known as the Water Street Parking Garage (the “*Garage*”) has been constructed on the Land; and,

D. WHEREAS, the Garage is subject to the Declaration of Condominium of Water Street Parking Garage Condominium, dated February 16, 1994, and recorded in the Clerk’s Office for the City of Charlottesville in Deed Book 623, page 641, as amended (the “*Declaration*”); and,

E. WHEREAS, pursuant to the Declaration, the Garage contains Commercial Units (as defined in the Declaration) as well as One Thousand Nineteen (1019) Parking Units (as defined in the Declaration), as more particularly described in the Declaration; and,

F. WHEREAS, the City is the owner of Seven Hundred and Two (702) Parking Units (the “*City Parking Spaces*”); and,

G. WHEREAS, CPC is the owner of Three Hundred Seventeen (317) Parking Units (the “*CPC Parking Spaces*”); and,

H. WHEREAS, the City leases the CPC Parking Spaces from CPC, pursuant to a Deed of Lease entered into between CPC and the City, dated June 30, 2018, as amended by First Amendment to Deed of Lease dated on or about the date of this Agreement (as amended, the “*Parking Space Lease*”); and,

I. WHEREAS, WSL and CPC have agreed to grant the City an option to purchase the Land and the CPC Parking Spaces, and City has agreed to grant CPC a contingent

purchase right for the City Parking Spaces in the event that the City does not exercise its' option, all upon the terms and conditions contained in this Agreement.

Agreement:

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Option to City.** WSL and CPC jointly grant to the City the sole and exclusive option to purchase the Land together with the CPC Parking Spaces upon the following terms and conditions (the “*City Option*”):

(a) If the City desires to exercise the City Option, it must do so on or before July 1, 2043, by providing written notice of such election to both CPC and WSL.

(b) The purchase price of the Land to be paid to WSL by the City will be calculated by taking the annual rental amount pursuant to the Ground Lease from July 1, 2043, to June 30, 2044, and applying a capitalization rate on such annual rental amount equal to the interest rate paid on the ten year United States treasury bill as of June 1, 2044, with a maximum allowable capitalization rate of 4.0% and a minimum allowable capitalization rate of 5.0%. For illustration purposes only, if the above referenced treasury bill is accruing interest at a rate of 2.5%, the capitalization rate that is applied will be 4.0%, if the interest rate is 4.3% then capitalization rate that is applied will be 4.3%, and if the interest rate is 10% then the capitalization rate that is applied to the annual rental amount will be 5.0%. As used herein, “applying a capitalization rate” means the purchase price will be determined pursuant to the following formula: (annual rental amount from July 1, 2043 to June 30, 2044) * (1/(capitalization rate)) = purchase price. For illustration purposes only, if the applicable annual rental amount is \$1, and the interest on the applicable treasury bill is 5%, then the purchase price would be calculated as follows: $(\$1 * (1/.05)) = \20 .

(c) The purchase price to be paid to CPC by the City for the CPC Parking Spaces will be \$14,500 per parking space adjusted for changes in CPI-U from July 1, 2024, to March 1, 2044. “*CPI-U*” as used in this Agreement is agreed to refer to “Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, 1982-84=100, not seasonally adjusted” published by the Bureau of Labor Statistics. Department of Labor.

(d) In the event the City properly exercises the City Option, the closing date for the acquisition of the Land and the CPC Parking Spaces will be July 1, 2044, or the first business day thereafter.

(e) If the City elects to exercise the City Option, the City must purchase both the Land and the CPC Parking Spaces. The City may not elect to exercise the City Option in the event the City is in default of the Parking Space Lease or their obligations under the Declaration.

2. **CPC Purchase Requirement.** In the event the City does not validly exercise the City Option and thereafter acquire the Land and CPC Parking Spaces on the Closing Date, CPC will purchase the City Parking Spaces upon the following terms and conditions (the “CPC Option”):

(a) The purchase price to be paid to City by CPC for the City Parking Spaces will be equal to \$1,500,000.00 adjusted for changes in CPI-U from July 1, 2024, to March 1, 2044.

(b) The closing date of the acquisition of the City Parking Spaces will be July 1, 2044, or the first business day thereafter.

3. **Closing.** Closing (“Closing”) of the City Option or CPC Option (as applicable) will be at the offices of the attorney representing the purchaser, on July 1, 2044, or the first business day thereafter (“Closing Date”). At Closing, the party purchasing property will pay the purchase price required under this Agreement for the property being purchased in immediately available funds. Income and expenses related to the property being purchased will be equitably pro-rated between the parties as of the date of Closing. Each party agrees to pay closing costs at Closing pursuant to local custom for real estate transactions occurring in the City of Charlottesville, VA. Each party will pay its own legal fees.

4. **Conveyance.** At Closing, the owner of the property being conveyed will convey fee simple title to said property by special warranty deed, free and clear of all monetary liens, and any title defects, encumbrances, conditions and restrictions which materially impair the use of the property being conveyed as a parking garage and which arise after the date of this Agreement.

5. **Representations and Warranties.** Each party to this Agreement warrants and represents, as of the date of this Agreement, the following:

(a) Each party has full legal capacity to execute and deliver this Agreement and to perform all of its obligations hereunder.

(b) This Agreement and all other agreements, instruments and documents required to be executed or delivered pursuant to this Agreement have been or (if and when executed) will be duly executed and delivered by the appropriate party, and are, or will be, legal, valid and binding obligations of such party.

(c) The consummation of the transactions contemplated herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, any agreement or document to which a party to this Agreement is a party to or by which it is bound, or any order, rule or regulation of any court or of any federal or state regulatory body or any administrative agency or any other governmental body having jurisdiction over such party.

The representations and warranties stated in this Section 5 shall be true and correct on the Closing Date with the same effect as if made on and as of such date.

6. **Financing Matters; Property Transfer.** (a) The parties acknowledge and agree that either party will be allowed to obtain financing secured by the property that it owns which is subject to this Agreement and may collaterally assign its rights pursuant to this Agreement as part of such financing without further consent of the other party. All such financing must be discharged at or prior to Closing such that the property subject to Closing is not encumbered by any such monetary liens after the occurrence of Closing. No foreclosure of any financing entered into after the date of this Agreement will be effective to terminate this Agreement.

(b) The parties agree to use commercially reasonable efforts to obtain and deliver to the requesting party, within ten (10) business days after a written request, a fully executed statement of fact, in a form reasonably satisfactory to the requesting party, setting forth that the Agreement is in full force and effect, that the certifying party is not in default of this Agreement and to the certifying party's knowledge the other party is not in default of this Agreement; provided, if any of the foregoing are not true, the certifying party may amend such statements to specify any exceptions.

(c) The parties agree to use commercially reasonable efforts to obtain and deliver to the requesting party, within ten (10) business days after a written request, documents in a commercially reasonable form which are requested as part of any financing or transfer of the property of the requesting party.

7. **Brokers.** The parties represent and warrant to one another that no real estate agents or brokers have been involved in this transaction, and each indemnifies the other from and against any and all claims, liabilities and expenses (including reasonable attorneys' fees) arising from any claims asserted by any other real estate agent or broker for services or advice rendered to the indemnifying party in connection with this transaction

8. **Governmental Action.** The City agrees that if it or any of its subsidiaries or authorities over which it has power should use eminent domain or any other taking power to acquire any portion of the Land, the Garage, or any of the CPC Parking Spaces between July 1, 2044 and June 30, 2049, as part of such action, the City will be required to pay to CPC and WSL (or their successors as owners of the Land, the Garage, and/or Parking Units) the higher of: a) the amount the City would have paid to CPC and WSL pursuant to the City Option adjusted by CPI-U from July 1, 2044 to the date the City exercises its taking rights; or b) the amount the parties would otherwise be entitled to pursuant to the relevant eminent domain statute or regulation. This section will survive the Closing or any termination of this Agreement. This section will be binding upon the City notwithstanding the City's assignment of any of its rights or obligations pursuant to this Agreement.

9. **Notice.** All notices to be given hereunder shall be in writing and shall be served either (a) personally; or (b) by depositing the same with the U.S. Postal Service, by

registered or certified mail with return receipt requested, postage prepaid; or (c) by depositing the same with a nationally recognized express or overnight delivery service ("next day delivery"), such as Federal Express or UPS, which provides receipt of service, or (d) by email and by U.S. Postal Service regular mail, postage prepaid, addressed as follows, as such addresses may be updated from time to time by delivering notice of such new address in accordance of with the terms of this Section:

CPC: 210 E. Water St.
Charlottesville, VA 22902
Email: _____

WSL: 210 E. Water St.
Charlottesville, VA 22902
Email: _____

CITY: _____

Email: _____

10. **Attorneys' Fees.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach or default in connection with any of the provisions of the Agreement, the prevailing party or parties shall be entitled to recover reasonable paralegal and attorneys' fees and other costs incurred in that action or proceeding, including those related to appeals, in addition to any other relief to which it or they may be entitled.

11. **Miscellaneous.**

(a) All pronouns used herein shall be construed to be such number and gender as the context may require. This Agreement contains the full and complete understanding of the parties with respect to the option and purchase agreement, and all oral statements and representations are merged herein. This Agreement may not be modified except by written instrument signed by all parties to this Agreement. All headings are for convenience or reference only and in no way limit or determine the interpretation of this Agreement.

(b) This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document and all of which counterparts shall be construed together and shall constitute the same agreement.

(c) Upon request of either party, a memorandum of this Agreement in a recordable form will be executed by the parties and may be recorded in the Clerk's Office of the Circuit Court of the City of Charlottesville. The cost of recording (including the payment of any associated transfer taxes) the memorandum will be paid by the party requesting recordation.

(d) This Agreement will be binding upon, inure to the benefit of, and be enforceable by WSL, CPC, and the City, and their respective successors and assigns as owners of the Land, the CPC Parking Spaces, and the City Parking Spaces.

[SIGNATURE PAGES FOLLOW]

WITNESS the following signature and seal:

CPC:

CHARLOTTESVILLE PARKING CENTER, INC.

BY: _____(SEAL)
W. Mark Brown, President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____:

I, the undersigned Notary Public, in and for the Commonwealth of Virginia, hereby certify that the foregoing amendment was acknowledged before me this ____ day of July 2024, by W. Mark Brown, president of Charlottesville Parking Center, Inc., a Virginia corporation, on behalf of the corporation.

_____(SEAL)
Notary Public
My commission expires: _____
Notary registration number: _____

WITNESS the following signature and seal:

CITY:

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____(seal)

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____:

I, the undersigned Notary Public, in and for the Commonwealth of Virginia, hereby certify that the foregoing amendment was acknowledged before me this ____ day of July 2024, by _____, _____ of the City of Charlottesville, Virginia, a municipal corporation and political subdivision of the Commonwealth of Virginia, on behalf of the City.

_____(SEAL)

Notary Public

My commission expires: _____

Notary registration number: _____

Approved as to form:

City Attorney

WITNESS the following signature and seal:

WSL:

WATER STREET LEASING, LLC

BY: _____(SEAL)
W. Mark Brown, Manager

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____:

I, the undersigned Notary Public, in and for the Commonwealth of Virginia, hereby certify that the foregoing amendment was acknowledged before me this ____ day of July 2024, by W. Mark Brown, manager of Water Street Leasing, LLC., a Virginia limited liability company, on behalf of the company.

_____(SEAL)

Notary Public

My commission expires: _____

Notary registration number: _____

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



Agenda Date:	August 5, 2024
Action Required:	Approve resolution
Presenter:	Chris Engel, Director of Economic Development
Staff Contacts:	Chris Engel, Director of Economic Development Robinson Hubbard, Deputy City Attorney Samuel Sanders, Jr., City Manager
Title:	Resolution to Appropriate funding to the Parking Fund - \$1,400,000 (1 of 2 readings)

Background

The City, by virtue of its membership in the Water Street Parking Garage Condominium Association (WSPGCA) entered into a 99-year ground lease for the land under the Water Street Parking Garage in 1991. At the time, this enabled new structured parking to be built at a key location in an effort to support the growing downtown mall area. The ground rent during the early years of the lease was favorable to the WSPGCA and below market value. As of 2014, and every ten years thereafter, the rent resets based on the appraised value of the land as if unimproved. In 2014, the rent reset triggered litigation involving the property owner, the association, the City, and others. In 2018, the City entered into an agreement to lease the remaining 317 parking spaces so that the facility could be uniformly managed.

Discussion

In early 2024, the property owner presented an appraisal indicating a significant increase in the ground lease rent. In an effort to avoid litigation and make this increase more gradual, the association and tenant sought to negotiate an alternative solution. The parties have reached agreement on a solution that includes the following elements:

1. An amendment to the ground lease that sets the annual rent to be paid for the period from July 1, 2024, to June 30, 2044.
2. An amendment to the parking space lease that extends the term to June 30, 2044, and sets the annual rent to be paid for the period from July 1, 2024, to June 30, 2044.
3. An option for the City to purchase the land (subject to the ground lease mentioned above) and the parking spaces (subject to the above-mentioned lease) effective July 1, 2044. If the City does not exercise this option, then Charlottesville Parking Center will purchase the City's parking spaces.

The amendments remove the opportunity for future appraisal disputes, provide known costs and

allow current parking operations to continue uninterrupted.

The option agreement provides the City a twenty-year timeframe to assess the need for and desirability of municipally owned and operated parking facilities and determine if ownership is appropriate at that time. It also ends the City's rent obligation to the WSPGCA as of 2044.

Alignment with City Council's Vision and Strategic Plan

The item supports City Council's Strategic Plan Framework Areas of Transportation and Economic Prosperity.

Community Engagement

No engagement specific to this application

Budgetary Impact

There will be no impact on the general fund in FY25. The source for the additional appropriation is from previously appropriated funds in the Capital Projects Contingency fund. Future budgets and parking rates will need to be adjusted to accommodate these obligations on an annual basis.

Recommendation

Staff recommends approval of the resolution and appropriation of the funds.

Alternatives

N/A

Attachments

1. RES_WSPGCA Resolution to Approve Appropriation 08.05.24

RESOLUTION

To appropriate funding from the Capital Improvement Plan Contingency Account to the Parking Fund - \$1,400,000

WHEREAS, the City, by virtue of its membership in the Water Street Parking Garage Condominium Association (“WSPGCA”), entered into a 99-year ground lease for the land under the Water Street Parking Garage in 1994, which enabled the construction of a parking facility to support the growing Downtown Mall area; and

WHEREAS, the WSPGCA’s governing documents provide that the base rent for the land underneath the Water Street Parking Garage (the “Garage”) must be renegotiated every ten years, based on the appraised value of the land as if the land was unimproved; and

WHEREAS, the ground lease, pursuant to a negotiated settlement agreement includes an increase in the rent amount to be paid by the City for FY25;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that \$1,400,000 shall be transferred from the Capital Improvement Program Contingency Account to the City’s Parking Fund to fund the increase in the annual lease payment:

Transfer from:

\$ 1,400,000	Fund: 426	WBS: CP-080	G/L Account: 540100
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Transfer to:

\$ 1,400,000	Fund: 650	Cost Center: 6511003000	G/L Account: 560160
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