



CITY COUNCIL AGENDA
Monday, June 5, 2017

6:00 p.m. **Closed session as provided by Section 2.2-3712 of the Virginia Code**
Second Floor Conference Room
(Consultation with legal counsel regarding the status of pending litigation between the City and Charlottesville Parking Center, Inc.; Boards and Commissions)

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

PLEDGE OF ALLEGIANCE
ROLL CALL

AWARDS/RECOGNITIONS ANNOUNCEMENTS In Memoriam - Ms. Jean Zearley; Men's Health Month; Bell Funeral Home

CITY MANAGER RESPONSE TO MATTERS BY THE PUBLIC

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

1. CONSENT AGENDA* (Items removed from consent agenda will be considered at the end of the regular agenda.)

Passed 5-0 (Szakos/Bellamy)

a. Minutes for May 15, 2017

b. **APPROPRIATION:**

Virginia Trees for Clean Water Grant – \$5,500 (2nd of 2 readings)

c. **APPROPRIATION:**

Funds Transfer for the Thomas Jefferson Health District Building to the Joint Health Department Building Fund (1st of 2 readings)

d. **APPROPRIATION:**

Additional Funding for Family Services Program – \$82,694 (1st of 2 readings)

e. **RESOLUTION:**

Health Department Lease by City/Albemarle County to Commonwealth of Virginia (1st of 1 reading)

f. **ORDINANCE:**

Utility Rates for Fiscal Year 2018 (2nd of 2 readings)

g. **ORDINANCE:**

Retirement Plan Amendments (2nd of 2 readings)

h. **ORDINANCE:**

Quitclaim Gas Easement to VDOT – Founders Place (1st of 2 readings)

2. PUBLIC HEARING / RESOLUTION*

Bond Issue – \$15,250,000 (1st of 1 reading) **Passed 5-0 (Szakos/Fenwick)**

3. PUBLIC HEARING / RESOLUTION *

Authorization to Renew Lease Agreement for 608 Ridge Street (1st of 1 reading)
Passed 5-0 (Galvin/Bellamy)

4. PUBLIC HEARING / ORDINANCE*

Cemetery Access Easement at Buford Middle School (1st of 2 readings)
Carried (Bellamy/Szakos)

5. PUBLIC HEARING / ORDINANCE*

Conveyance of City Land at Intersection of Grady Avenue and Preston Avenue (1st of 2 readings) **Carried (Bellamy/Galvin)**

6. RESOLUTION*

Lee and Jackson Parks Renaming (1st of 1 reading) **Passed 5-0 (Bellamy/Szakos) for renaming Lee Park to "Emancipation Park" and Jackson Park to "Justice Park"**

7. REPORT

Deer Management Update and Urban Archery Ordinance Recommendations

OTHER BUSINESS

MATTERS BY THE PUBLIC

APPROPRIATION

Virginia Trees for Clean Water Grant

\$5,500

WHEREAS, the City of Charlottesville has received \$3,500 from the Virginia Department of Forestry through the Virginia Trees for Clean Water Grant in order to contribute to the Pen Park Canopy Replacement Project; and

WHEREAS, the City will contribute \$2,000 in funds from the Parks Department for cash-match, with the remainder match supplied by in-kind volunteer labor;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the sum of \$3,500 received from the Virginia Department of Forestry is hereby appropriated in the following manner:

Revenue

\$3,500	Fund: 209	IO: 1900281	GL: 430120
\$2,000	Fund: 209	IO: 1900281	GL: 498010

Expenditure

\$5,500	Fund: 209	IO: 1900281	GL: 599999
---------	-----------	-------------	------------

Transfer

\$2,000	Fund: 105	CC: 3671001000	GL: 561209
---------	-----------	----------------	------------

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$3,500 from the Virginia Department of Forestry.

RESOLUTION

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

Second Amendment to Deed of Lease dated July 1, 1995, between City of Charlottesville and County of Albemarle, Virginia (“Lessors”) and the Commonwealth of Virginia, Department of General Services (“Lessee”), also commonly referred to as the Health Department Lease.

SECOND AMENDMENT TO DEED OF LEASE

This **SECOND AMENDMENT TO DEED OF LEASE** (this “Second Amendment”), by and between the CITY OF CHARLOTTESVILLE and the COUNTY OF ALBEMARLE, Virginia (together, “Lessors”) and the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF GENERAL SERVICES (“Lessee”) amends that certain Deed of Lease dated July 1, 1995 (the “Original Lease”) by and between the Lessors and the Virginia Department of Health (“VDH”), as previously amended by the Lessors and VDH dated July 22, 2009 (the “First Amendment”)(together, the “Lease”).

WITNESSETH:

WHEREAS the parties hereto desire to amend the Lease, and for and in consideration of the terms, conditions, covenants promises, benefits and agreements herein provided, the sufficiency of which is acknowledged by each party,

NOW, THEREFORE, the parties do hereby set forth their agreement for amendment of the Lease, as follows:

1. **TERM. Section 1** of the Lease is deleted and replaced with the following:

(A) Pursuant to the First Amendment, the Lease expires on June 30, 2017. The parties hereby agree to a new lease term of five (5) years (the “Extended Term”), commencing on July 1, 2017 (“Commencement Date”) and continuing until midnight on June 30, 2022 (“Expiration Date”). Sections 10 and 11 of the Lease shall be and remain in full force and effect and shall apply to the Extended Term, except that the three (3) month notices referenced in Section 11(A) are hereby changed to six (6) months. Throughout the Lease, all references to the “initial term” shall be deemed and construed as including the Extended Term.

(B) Holdover tenancy: in the event that Lessee timely gives the notice required by section 1(B), above, and the parties are negotiating rent in good faith beyond the Expiration Date, then the Lessee shall be deemed a month-to-month Tenant subject to all terms and conditions of the expired Lease. The month-to-month tenancy shall terminate on such date as either party gives notice to the other in accordance with Section 12 of the Lease.

2. **RENT. Section 2** of the Lease is deleted and replaced with the following:

Lessee covenants to pay Lessors the sum of **\$251,655** per year, as rent for the Demised Premises (“Rent”), payable in equal quarterly installments due and payable in arrears on the last day of each fiscal quarter. Rent shall be made payable to the City of Charlottesville and mailed or delivered to: Attention: Department of Finance, P.O. Box 911, Charlottesville, Virginia, or to such other party or address as the Lessors may from time to time designate in writing.

3. **PURPOSE AND USE OF DEMISED PREMISES.** Section 3 of the Lease is deleted and replaced with the following:

- (A) The Demised Premises may be used and occupied by the Lessee, for and in connection with the operations and services of the Charlottesville-Albemarle Health Department of the Thomas Jefferson Health District, a department of the Commonwealth of Virginia, its officials, employees and agents. The Demised Premises may not be used for any other purpose(s) or use(s) other than as may be authorized by the Lessors' advance written consent; and
- (B) The Lessee may authorize the Charlottesville Free Clinic (the "Licensee"), a Virginia non-profit corporation, to use and occupy the Demised Premises during Lessee's tenancy under the Lease, under such terms and conditions as may be authorized by the Lessee within a written License Agreement. Any such License Agreement shall not contain terms inconsistent with any provisions of this Lease, and it shall not constitute an assignment of this Lease, in whole or in part. The Licensee shall have no privity of contract with the Lessors. The Lessors acknowledge that the License Agreement dated June 12, 2009 was consented to by them in the First Amendment.
- (C) Lessee requires that the Lessors must include as part of this Lease the Firearms Rider attached hereto as **Exhibit B**. The Lessee acknowledges that the Firearms Rider is not a negotiated term of this Lease, but one that has been imposed by the Virginia Department of General Services pursuant to Executive Order 50 of the Governor of the Commonwealth of Virginia. Under no circumstances shall the Lessors' approval of this Lease, or their execution of this Lease document, be deemed a violation of Virginia Code §15.2-915(A), or any other state statute that prohibits or restricts localities from regulating the possession or carrying of firearms. Lessors shall have no obligation, and shall undertake no responsibility, for enforcement or administration of the provisions of the Firearms Rider.

4. **IMPROVEMENTS BY LESSORS.**

Section 5(D) of the Lease is deleted and replaced with the following:

(D) Lessors shall make the following improvements to the Demised Premises pursuant to the attached **Exhibit A** of the Property Condition Assessment Report by EMG dated October 3, 2015) as follows:

Within 12 months of the Commencement Date:

- (1) All ADA improvements completed:
 - o 356172
 - o 356164
 - o 356170
 - o 356169

- 356171
 - 356165
 - 356168
 - 356167
 - 356166
- (2) Fire alarm control panel replacement:
- 356319
- (3) Replace all water damaged ceiling tiles.

Within 24 months of the Commencement Date:

- (4) Brick upper exterior pointed
- 356207 Caulking, expansion joints, 1"x1/2", remove and replace
 - 356206 Repair precast concrete panels due to minor cracks and rust
 - 356204 Point brick wall upper floor
 - 356209 Curtain wall, metal and seal maintenance
- (5) Patch/repair/seal asphalt and sidewalks in parking lots

Within 36 months of the Commencement Date:

- (6) Interior refurbishment other than ceiling tiles
- a. 356287 Gypsum Board/Plaster/Metal, Interior Wall, Prep & Paint
 - b. 356289 Vinyl Tile Flooring, Replace
 - c. 356288 Carpet, Standard Commercial, Medium Traffic, Replace

Within 48 months of the Commencement Date:

- (7) Replace acoustical tile ceiling
- 356290

5. **Section 5** of the Lease is further amended, to add a new section 5(E), as follows:

5(E) Lessors reserve a right of entry, pursuant to which Lessors, their employees, agents and contractors, shall have the right to enter and/or pass through any part of the Demised Premises, without prior notice: (i) in case of emergency and (ii) to provide scheduled maintenance services, and (iii) to exercise any other right or obligation of Lessors under this Lease. If Lessors exercise this right of entry in an emergency, then as soon as practicable before or after such emergency entrance, Lessors shall contact the VDH Business Manager and advise that official of such entry. With respect to entry under item (iii), notice of such entry shall be given in advance of such entry. In any event, nothing herein gives to Lessors or their employees, agents or contractors any right to violate the privacy of the patients of the clinic, and due care shall be given at all times to avoid any such invasion of privacy.

6. **UTILITIES AND ROUTINE MAINTENANCE. Section 6** of the Lease is amended to add new sections 6(D), 6(E), 6(F), 6(G) and 6(H), as follows:

6(D) *Utilities*--Lessee shall obtain and pay for all heating, air conditioning, electricity, water, and sewage, and other utilities, as may be necessary or desirable for its use and occupancy of the Demised Premises.

6(E) *Janitorial*--Lessee shall provide and pay for janitorial services and supplies as may be necessary or desirable for its use and occupancy of the Demised Premises. Lessors shall provide for collection of refuse from a centralized dumpster.

6(F) *Elevator maintenance and inspections*—Lessors shall provide and pay for routine maintenance and inspections, as well as repair and replacement, of the building elevator.

6(G) *Snow and ice removal*—Lessors shall provide and pay for snow removal from the parking lots, pedestrian walkways, vehicle travel ways, handicapped-accessible ramp, and other exterior areas appurtenant to and part of the Demised Premises.

6(H) *Exterior landscaping*—Lessors shall provide and pay for routine mowing and other maintenance of grass and all landscaping appurtenant to the Demised Premises.

7. **IMPROVEMENTS AND ALTERATIONS OF DEMISED PREMISES.** Section 8 of the Lease is deleted and replaced with the following:

(A) Lessee, or a licensee of Lessee with Lessee's permission, may make such alterations, modifications, additions and/or improvements upon or to the Demised Premises as Lessee deems desirable or advisable; provided, however, that any structural, mechanical or electrical alterations (e.g., alterations to the building roof, building foundation; load-bearing interior walls; exterior walls; replacement of windows; heating and air conditioning systems; electrical systems; fire suppression and/or alarm systems, elevator, etc.) shall require the prior written consent of the Lessors, following an opportunity to review plans for such work. Fixtures and non-structural partitions made and/or installed by Lessee shall remain the property of Lessee and, upon termination of this Lease may, at Lessee's option, be removed.

(B) Lessors shall have the right to make such alterations, modifications, additions and/or improvements upon or to the Demised Premises as Lessors deem necessary or advisable for the purposes of complying with its obligations under this Lease.

8. **DISCLOSURES; NON-WAIVER; APPROPRIATIONS.** Section 11 of the Lease is amended as follows:

The Section heading is changed to read as follows:

**11. TERMINATION; IMMUNITY OF GOVERNMENT ENTITIES;
APPROPRIATIONS**

Sections 11(B) and (C) of the Lease are deleted and replaced with the following:

11 (B) Sovereign Immunity. Lessors understand and acknowledge that Lessee and VDH are agencies of the Commonwealth of Virginia and with respect to tort liability for acts or occurrences on or about the Demised Premises, including product liability, the Commonwealth, Lessee and VDH are either (i) constitutionally immune (or partially immune) from suit, judgment or liability, (ii) insured, or (iii) covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices. No provision, covenant or agreement contained in the Lease shall be deemed to be a waiver of the sovereign immunity of the Commonwealth of Virginia, Lessee or VDH, from tort or other liability.

Lessors hereby expressly reserve all sovereign, governmental and official immunity(ies) available to them under the laws of the Commonwealth of Virginia.

11 (C) No Indemnification. Lessors understand and acknowledge that Lessee and VDH have not agreed to provide any indemnification or save harmless agreements running to Lessors. Lessee understands and acknowledges that Lessors have not agreed to provide any indemnification or save harmless agreement running to Lessee or any licensee of Lessee.

New sections 11(D), 11(E) AND 11(F) are added, as follows:

11 (D) Choice of Law. The Lease shall be governed by, and construed according to, the laws of the Commonwealth of Virginia.

11 (E) Dissolution or Restructuring of VDH. Notwithstanding any other provision of the Lease, if VDH shall cease to exist, and is not replaced by a successor entity with similar powers and purposes, or its powers and authority are limited so as to not permit the continued use of the Demised Premises for its intended purpose and use, then the Lease shall terminate.

11 (F) Non-Appropriation. Agencies of the Commonwealth of Virginia, and political subdivisions of the Commonwealth, cannot expend funds unless appropriated by the Virginia General Assembly or their governing bodies, respectively, and may not obligate a future session of the Virginia General Assembly or of a local governing body. It is further understood that the Rent paid by Lessee is derived from appropriations (or federal funding) made to VDH and paid over to Lessee. Therefore, notwithstanding any provision in the Lease to the contrary, if any session of the Virginia General Assembly fails to appropriate funds for the continuance of the Lease for all Occupants, the Lease and all obligations hereunder shall automatically terminate upon depletion of the then currently appropriated or allocated funds. Likewise, the performance of Lessors' obligations under the Lease are expressly made subject to the availability and

appropriation of funds for such purpose by Lessors' respective governing bodies. In the event that the Lessors are unable to meet their obligations herein due to a lack of sufficient appropriation, Lessee reserves the right to terminate this Lease.

9. **NOTICES. Section 12** of the Lease is amended as follows:

12(B): The address for notices to the Division of Real Estate Services, as previously amended in ¶ 4 of the First Amendment, is changed to the following: Division of Real Estate Services, ATTN: Director, 1100 Bank Street, 3rd Floor, Richmond, Virginia 23219.

A new section 12(D) is added, as follows:

12(D) It being acknowledged that the Lessors herein are two distinct governmental bodies, and that any action taken by one does not constitute the action of the other, the following rules apply with respect to notices:

- (1) Any notice sent to the Lessee must be sent by both Lessors. If a notice is sent by only one Lessor it shall have no effect whatsoever. However, if a subsequent identical notice is sent by the other Lessor, then the provisions of such notice shall be deemed effective as of the receipt of the second notice.
- (2) If a request is sent by the Lessee seeking the consent of the Lessors to take some action (e.g., to make improvements to the Demised Premises), the action shall be approved when both Lessors have approved it. If the consent is made conditional, then the consent shall be deemed conditioned only to the extent that both Lessors have set out the same conditions. However, to the extent that the Lessors have an obligation under the Lease, as amended, to act reasonably, and one Lessor fails to respond in a reasonable time to a request by the Lessee while the other Lessor has approved the request, the request shall be deemed approved.
- (3) To the extent that the Lessors have any obligation to perform an action (e.g., lawn maintenance), the obligation shall be deemed to be that of both Lessors, with the understanding, however, that if either Lessor fulfills the obligation then the obligation will be deemed fulfilled.

10. **MODIFICATION AND ASSIGNMENT. Section 15** of the Lease is deleted and replaced with the following:

15(A) This Lease shall not be modified, altered or amended except by mutual written agreement executed by Lessors and Lessee with the same formality as the Lease.

15(B) Lessee may not assign this Lease, or sublet the Demised Premises, without the written consent of the Lessors, which consent shall not be unreasonably withheld or delayed, except that Lessee may assign this Lease to another agency of the Commonwealth of Virginia without Lessors' consent. Any assignment of the Lease shall be subject to all of the terms, conditions and requirements of this Lease.

15(C) Lessors acknowledge that the Lease has been assigned by VDH to the Commonwealth of Virginia, Department of General Services. Lessors consent to this assignment. The Department of General Services, through its Division of Real Estate Services, is responsible for the leasing of space for the use of agencies of the Commonwealth of Virginia. The Department, as Lessee herein, does not contemplate that it will occupy the Demised Premises itself, but rather that the Premises will be used by VDH. VDH shall have the benefit of any rights of Lessee associated with the Lease. VDH is authorized to deal directly with Lessors concerning routine maintenance and repairs, building access, entry of Lessors onto the Demised Premises and similar matters; provided, however, that nothing herein prevents Lessee from dealing directly with Lessors as to any such matters. Lessors shall deal solely with Lessee as to change orders, major repairs, insurance, untenability, breaches or defaults, termination, extensions of the term (including any option terms), and additional charges imposed by Lessors (as may be authorized by the Lease or subsequent agreement of the parties).

11. MISCELLANEOUS.

- (A) Except as amended by this Second Amendment to Deed of Lease, the Lease provisions shall be and remain in full force and effect.
- (B) This Second Amendment to Deed of Lease shall not be effective or binding unless and until signed by all parties and approved by the Governor of Virginia pursuant to Section 2.2-1149 of the Code of Virginia (1950), as amended.

[Signatures begin on next page]

IN WITNESS WHEREOF, the parties have affixed their signatures and seals.

LESSOR: CITY OF CHARLOTTESVILLE

By: Maurice Jones, City Manager

Signature: _____

Date: _____

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to wit:

The foregoing Second Amendment to Deed of Lease was acknowledged before me this _____ day of _____, 201__ by Maurice Jones acting in his/her capacity as City Manager of the City of Charlottesville, Virginia.

My commission expires: _____

Registration No. _____

Notary Public

LESSOR: COUNTY OF ALBEMARLE

By: Douglas C. Walker, Interim County Executive

Signature: _____

Date: _____

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to wit:

The foregoing Second Amendment to Deed of Lease was acknowledged before me this _____ day of _____, 201__ by Douglas C. Walker acting in his/her capacity as Interim County Executive of the County of Albemarle, Virginia.

My commission expires: _____

Registration No. _____

Notary Public

**LESSEE: COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES**

By: _____
Title: _____

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

The foregoing Second Amendment to Deed of Lease was acknowledged before me this _____ day of _____, 201__ by _____ acting in his/her capacity as _____ of the Commonwealth of Virginia, Department of General Services, on behalf of the agency.

My commission expires: _____

Registration No. _____

Notary Public

Recommend Approval:
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES

Director

APPROVED BY THE GOVERNOR
Pursuant to Section 2.2-1149 of the Code of Virginia (1950), as amended, and by the authority delegated to me under Executive Order 88 (01), dated December 21, 2001, I hereby approve this Second Amendment to Deed of Lease and execute this instrument for and on behalf of the Governor or Virginia.

Secretary of Administration Date: _____

EXHIBIT A

Property Condition Assessment Report

(Copy Attached)



PROPERTY CONDITION ASSESSMENT

CITY OF CHARLOTTESVILLE
Department of Public Works Facilities Management
305 4th Street, Northwest
Charlottesville, Virginia 22903
Mr. Tim Breitenbach



**PHYSICAL NEEDS ASSESSMENT
AND LIMITED ADA ASSESSMENT REPORT**
of
HEALTH DEPARTMENT-CHARLOTTESVILLE
1138 Rose Hill Drive
Charlottesville, Virginia 22903

PREPARED BY:

EMG by Joseph Abbate;
10461 Mill Run Circle, Suite 1100
Owings Mills, Maryland 21117
800.733.0660
www.emgcorp.com

REVIEWED BY:

Edward Beeghly
Program Manager
800.733.0660, x7607
ebeeghly@emgcorp.com

EMG Project #: 116643.15R-001.170
Date of Report: October 3, 2015
On site Date: September 22, 2015

YOUR PARTNER IN REAL ESTATE LIFECYCLE PLANNING & MANAGEMENT
www.emgcorp.com



ENGINEERING PEACE OF MIND

**EXHIBIT B
FIREARMS RIDER**

This Firearms Rider (the “**Rider**”) is incorporated into the lease (the “**Lease**”) dated March 25, 2009, by and between Commonwealth of Virginia, by the Charlottesville Health Department (“**Tenant**”) and the City of Charlottesville and the County of Albemarle (“**Landlord**”) with respect to 1138 Rose Hill Avenue, Charlottesville, Virginia 22906. All capitalized terms not otherwise defined in this Rider shall have the same respective meanings as set forth in the Lease.

Landlord hereby acknowledges the following:

1. Possession or carrying, whether open or concealed, of any firearm by any person is prohibited in and on State Offices. For purposes of this Rider, “**State Office**” means the property or premises that is the subject of the Lease, but excludes parking lots or parking facilities. Entry upon a State Office in violation of this prohibition is expressly forbidden. This prohibition does not apply to law-enforcement officers, authorized security personnel, or military personnel, when such individuals are authorized to carry a firearm in accordance with their duties, and when they are carrying the firearm within that authority. It also does not apply to state employees where the employee’s position requires carrying a concealed firearm.

2. Notwithstanding anything in the Lease to the contrary, signs indicating the prohibition against carrying firearms, whether open or concealed, shall be posted at all State Offices and may be posted in or on Common Areas, including parking lots and parking facilities. Signs shall be of a size and design approved by the Commonwealth of Virginia, Department of General Services and shall be paid for and installed by the Commonwealth of Virginia.

LANDLORD: CITY OF CHARLOTTESVILLE

By: _____
Name: _____
Title: _____

Date: _____

COUNTY OF ALBEMARLE

By: _____
Name: _____
Title: _____

Date: _____

**AN ORDINANCE
AMENDING AND REORDAINING CHAPTER 31 (UTILITIES) OF THE CODE
OF THE CITY OF CHARLOTTESVILLE, 1990, AS AMENDED,
TO ESTABLISH NEW UTILITY RATES AND SERVICE FEES
FOR CITY GAS, WATER AND SANITARY SEWER.**

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

1. Sections 31-56, 31-57, 31-60, 31-61, 31-62, 31-153, 31-156 and 31-158 of Chapter 31, of the Code of the City of Charlottesville, 1990, as amended, are hereby amended and reordained as follows:

CHAPTER 31. UTILITIES

ARTICLE II. GAS

DIVISION 2. TYPES OF SERVICE; SERVICE CHARGES

Sec. 31-56. Rates - Generally.

The firm service gas rates based on monthly meter readings shall be as follows:

Basic Monthly Service Charge	\$ 10.00	
First 3,000 cubic feet, per 1,000 cubic feet	\$ 8.0201	<u>\$8.2781</u>
Next 3,000 cubic feet, per 1,000 cubic feet	\$ 7.5389	<u>\$7.7814</u>
Next 144,000 cubic feet, per 1,000 cubic feet	\$ 6.7369	<u>\$6.9536</u>
All over 150,000 cubic feet, per 1,000 cubic feet	\$ 6.5765	<u>\$6.7880</u>

Sec. 31-57. Same--~~Summer~~ air conditioning.

(a) Gas service at the rate specified in this paragraph (“air conditioning rate”) shall be available to customers who request such service in writing and who have installed and use air conditioning equipment operated by natural gas as the principal source of energy. The air conditioning rate will be ~~\$7.1571~~ \$7.3171 per one thousand (1,000) cubic feet of gas used per month.

(b) The director of finance may, when it is impracticable to install a separate meter for air conditioning equipment, permit the use of one (1) meter for all gas delivered to the customer, in which instance the director of finance shall estimate the amount of gas for uses other than air conditioning and shall bill for such gas at the rates provided in applicable sections of this division.

...

Sec. 31-60. Interruptible sales service (IS).

(a) *Conditions. . . .*

(b) *Customer's agreement as to discontinuance of service. . . .*

(c) *Basic monthly service charge.* The basic monthly charge per meter for interruptible sales service ("IS gas") shall be sixty dollars (\$60.00).

(d) *Rate.* For all gas consumed by interruptible customers the rate shall be ~~\$5.6652~~ \$5.8319 per one thousand (1,000) cubic feet for the first six hundred thousand (600,000) cubic feet, and ~~\$4.3750~~ \$4.5763 per one thousand (1,000) cubic feet for all volumes over six hundred thousand (600,000) cubic feet.

(e) *Annual Minimum Quantity.* Interruptible rate customers shall be obligated to take or pay for a minimum quantity of one million two hundred thousand (1,200,000) cubic feet of gas annually. Each year, as of June 30, the director of finance shall calculate the total consumption of each interruptible customer for the preceding twelve (12) monthly billing periods, and shall bill any customer that has consumed less than the minimum quantity for the deficient amount at the rate of ~~\$4.3750~~ \$4.5763 per one thousand (1,000) cubic feet. Any new customer shall be required to enter into a service agreement with the City prior to the start of service. If an interruptible customer terminates service the annual minimum requirement shall be prorated on the basis of one hundred thousand (100,000) cubic feet per month for each month the customer has received service since the last June 30 adjustment.

(f) *Contract required. . . .*

Section 31-61. Interruptible Transportation Service (TS).

(a) *Generally. ...*

(b) *Rates.* The rates for interruptible transportation service ("TS gas") shall be as follows:

- (1) \$3.6347 per decatherm for a combined IS and TS customer, and
- (2) ~~\$3.1808~~ \$3.2827 per decatherm for a customer receiving only TS gas, and
- (3) ~~\$1.8869~~ \$1.9569 per decatherm, for customers who transport 35,000 or more decatherms per month ("large volume transportation customers"), regardless of whether such large volume transportation customer receives only TS gas, or also receives IS service.

(c) *Basic Monthly Service Charges. ...*

(d) *Special terms and conditions. ...*

- (e) *Extension of facilities. . . .*
- (f) *Billing month. . . .*
- (g) *Lost and unaccounted-for gas. . . .*
- (h) *Combined IS and TS customer using more than provided or scheduled by customer....*
- (i) *TS Customer providing more gas, or less gas, than customer's usage. . . .*
- (j) *Other terms and conditions. . . .*

Section 31-62. Purchased gas adjustment.

In computing gas customer billings, the basic rate charges established under sections 31-56, 31-57, 31-60 and 31-61 shall be adjusted to reflect increases and decreases in the cost of gas supplied to the city. Such increases or decreases shall be computed as follows:

(1) For the purpose of computations herein, the costs and charges for determining the base unit costs of gas are:

- a. Pipeline tariffs;
- b. Contract quantities; and
- c. Costs of natural gas, in effect or proposed as of March 1, ~~2016~~ 2017.

(2) Such base unit costs are ~~\$3.2613~~ \$4.412 per one thousand (1,000) cubic feet for firm gas service and ~~\$1.9814~~ \$3.1235 per one thousand (1,000) cubic feet for interruptible gas service.

(3) In the event of any changes in pipeline tariffs, contract quantities or costs of scheduled natural gas, the unit costs shall be recomputed on the basis of such change in accordance with procedures approved by the city manager. The difference between the unit costs so computed and the base unit costs shall represent the purchased gas adjustment to be applied to all customer bills issued beginning the first billing month after each such change.

ARTICLE IV. WATER AND SEWER SERVICE CHARGES

...

Sec. 31-153. Water rates generally.

(a) Water rates shall be as follows:

	<u>May-September</u>	<u>October-April</u>
(1) Monthly service charge.	\$4.00	\$4.00
(2) Metered water consumption, per 1,000 cu. ft .	\$62.78	\$48.29

(b) This section shall not apply to special contracts for the consumption of water which have been authorized by the city council.

...

Sec. 31-156. Sewer service charges generally.

(a) Any person having a connection directly or indirectly, to the city sewer system shall pay therefor a monthly charge as follows:

(1) A basic monthly service charge of four dollars (\$4.00).

(2) An additional charge ~~of seventy four dollars and sixty one cents (\$74.61)~~ seventy four dollars and eighty three cents (\$74.83) per one thousand (1,000) cubic feet, of metered water consumption.

(b) Any water customer not discharging the entire volume of water used into the city's sanitary sewer system shall be allowed a reduction in the charges imposed under this section, provided such person installs, at his expense, a separate, City-approved water connection to record water which will not reach the City sewer system. The cost and other terms of City Code section 31-102 shall apply. For customers with monthly water consumption in excess of thirty thousand (30,000) cubic feet, where the director of finance considers the installation of a separate meter to be impracticable, the director may establish a formula which will be calculated to require such person to pay the sewer charge only on that part of the water used by such person which ultimately reaches the city sewers.

...

Sec. 31-158. When bills payable; delinquent accounts.

(a) ...

(b) ...

(c) ...

(d) The director of finance shall establish administrative procedures to ensure that any applicant for service or customer who wishes to dispute any bill, deposit requirement, refusal of service, charge or termination notice imposed under this section is entitled to an administrative review of such dispute by a designated person or persons within the finance department, ~~other than the person or persons within the finance department, other than~~ the person who made the initial determination in such dispute.

2. The foregoing amendments shall become effective July 1, 20167.

AN ORDINANCE
AMENDING AND REORDAINING SECTION 19-63 OF ARTICLE III, AND SECTIONS 19-92, 19-93, 19-94, 19-95, 19-96, 19-98, 19-104, 19-104.1, 19-107 AND 19-111 OF ARTICLE IV, OF CHAPTER 19 (PERSONNEL), OF THE CODE OF THE CITY OF CHARLOTTESVILLE, 1990, AS AMENDED, RELATING TO CHANGES TO THE SUPPLEMENTAL RETIREMENT OR PENSION PLAN

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia that Section 19-63 of Article III, and Sections 19-92, 19-93, 19-94, 19-95, 19-96, 19-98, 19-104, 19-104.1, 19-107 and 19-111 of Article IV, of Chapter 19 of the Charlottesville City Code, 1990, as amended, are hereby amended and reordained, as follows:

ARTICLE III. RETIREMENT PLAN COMMISSION

Sec. 19-63. Retirement fund generally.

All of the funds and assets of the city's supplemental retirement or pension plan shall be maintained by the commission in a fund to be known as the retirement fund. In the retirement fund shall be accumulated all contributions made by the city pursuant to the provisions of section 19-92 and all income from the invested assets of the retirement fund. From the retirement fund shall be paid the retirement allowances and other benefits provided for under the terms of the retirement plan as set forth in article IV of this chapter and reasonable expenses therefore. The fund and the retirement plan shall be maintained for the exclusive benefit of employees or their beneficiaries.

ARTICLE IV. SUPPLEMENTAL RETIREMENT OR PENSION PLAN

Sec. 19-92. Contributions and members' contribution account.

(a) Each member, including a police officer, firefighter, sheriff or sheriff's deputy, shall contribute a percentage of his creditable compensation each pay period as follows:

(1) Each member, except a person who becomes a member after July 1, 2012 as defined in Section 19-91, shall contribute one percent (1%) of his creditable compensation each pay period beginning on or after July 1, 2017, until the first pay period beginning on or after July 1, 2018. For each pay period beginning on or after July 1, 2018, said member shall contribute two percent (2%) of his creditable compensation.

(2) Each person who becomes a member after June 30, 2012 and who is hired or rehired before July 1, 2017 shall contribute three percent (3%) of his creditable compensation each pay period.

(3) Each person who becomes a member after June 30, 2012 and who is hired or rehired after June 30, 2017 shall contribute five percent (5%) of his creditable compensation each pay period.

~~(a) Beginning June 30, 2012, each person who becomes a member after June 30, 2012 including a police officer, firefighter, sheriff or sheriff's deputy, shall contribute 3% of his creditable compensation each pay period. No contributions shall be deducted from the compensation of any member who is not a person who became a member after June 30, 2012.~~

The city and any other employer adopting the plan shall deduct the applicable contribution payable by the member and every employee accepting or continuing employment shall be deemed to consent and agree to any deductions from his creditable compensation required by this section.

Notwithstanding the foregoing, the employee contributions, although designated as employee contributions hereunder, will be paid by the city and any other employer adopting the plan and shall be treated as employer contributions pursuant to Section 414(h) of the Internal Revenue Code of 1986, as amended, and shall not be included as gross income of the employee until such time as they are distributed or made available to the employee. The city and any other employer adopting the plan shall "pick-up" the employee contributions by reducing the amount payable to each employee by the amount of his required employee contribution on a salary reduction basis.

(b) Beginning July 1, 1992, the city council shall appropriate, and the city shall contribute annually to the retirement fund established pursuant to section 19-63, an amount equal to the sum of the normal contribution, and the accrued liability contribution, if any.

(c) The normal contribution for any year shall be determined as a percentage, equal to the normal contribution rate, of the total creditable compensation of the members for such year. Similarly, the accrued liability contribution rate for any year shall be determined as a percentage, equal to the accrued liability contribution rate, of such total creditable compensation. In determining the amount of any contribution, a reasonable approximation to the exactly computed amount may be used.

(d) The normal contribution rate shall be determined as the percentage of the total annual creditable compensation of the members ~~that is represented by the sum of the annual service cost determined under the projected unit credit funding method,~~ computed in accordance with recognized actuarial principles on the basis of methods and assumptions approved by the commission. The normal contribution rate shall be determined from the results of each valuation which shall be made as directed by the commission not less frequently than biennially.

(e) The accrued liability contribution rate shall be determined as the percentage of the total annual creditable compensation of the members that is represented by the level annual contribution necessary to:

- (1) Amortize the unfunded actuarial accrued liability ~~as of July 1, 1992 over thirty (30) years from July 1, 1992 with payments increasing four (4) percent each year, as a level percentage of covered payroll over a closed period not to exceed thirty (30) years as directed by the Commission;~~ and
- (2) Amortize any increase or decrease in the actuarial accrued liability due to the plan changes, actuarial gains, and/or actuarial losses ~~incurred after January 1, 1992 over twenty (20) years from the date of the actuarial valuation first recognizing such increase or decrease with payments increasing four (4) percent each year as a level percent of covered payroll over a closed period not to exceed thirty (30) years as directed by the Commission.~~

The unfunded actuarial accrued liability as of any valuation date shall be determined ~~in accordance with the projected unit credit funding method,~~ in accordance with recognized actuarial principles on the basis of methods and assumptions approved by the commission.

The accrued liability contribution rate shall be determined from the results of each valuation, which shall be made as directed by the commission not less frequently than biennially.

(f) The commission shall certify to city council the normal contribution rate, the accrued liability contribution rate and every change made from time to time in any of such rates.

(g) All members' contributions and interest allowances shall be credited to the member's contribution account. Accumulated contributions required to be returned to the member or required to be paid on account of the member's death shall be paid from the member's contribution account. As of each June 30, the member contribution account of each active member shall be credited with interest at a rate to be determined annually by the retirement commission. Initially, the rate shall be three percent (3%) annually. Interest shall accrue on any contribution beginning on the first day of the fiscal year following the year in which the contribution was made. No interest shall be credited to the member contribution account after the effective date of the member's retirement.

Sec. 19-93. Membership; cessation.

- (a) Membership in the plan as of any date shall consist of the following:
 - (1) All employees at such date, inclusive of those on authorized leave from service.

(2) All former employees who have not retired under the provisions of the plan and who either:

- a. Have five (5) years or more of creditable service and were in service at some time after June 30, 1975, and who have not received a refund of such member's accumulated contributions pursuant to section 19-104.1 or
- b. Have twenty (20) years or more of creditable service and were included in the membership of the plan on June 30, 1975.

(b) The membership of any person in the plan shall cease upon:

(1) Termination of service as an employee prior to the completion of five (5) years of creditable service, or in the case of a person who becomes a member after June 30, 2012, the refund of such member's accumulated contributions pursuant to section 19-104.1; or

(2) Retirement; or

(3) Death.

(c) When membership ceases, except in the case of retirement or of death under circumstances calling for the payment of benefits hereunder, an employee shall thereafter lose all right to any retirement allowance or benefits under this article arising from service prior to the date of such cessation of membership except for any vested deferred retirement benefits such employee might be entitled to receive, provided that if any such employee should subsequently again be in service, his previous period or periods of creditable service shall be reinstated. ~~In the case of a person who becomes a member after June 30, 2012, if~~ Any such person that received a refund of his accumulated contributions pursuant to section 19-104.1, ~~he~~ shall be treated as a new member upon subsequent reemployment. If no refund was made, ~~his~~ all previous period or periods of creditable service shall be reinstated.

Sec. 19-94. Participation in defined contribution and deferred compensation plans.

(a) The city manager may approve the withdrawal from membership in the plan of any employee who is exempt from the personnel appeals system as set forth in section 19-36(b) and may execute an agreement for such employee to participate in an optional defined contribution plan approved by the Internal Revenue Service as a qualified plan within the meaning of Section 401(a) of the Internal Revenue Code of 1986, as amended. Such agreement may provide that the city shall contribute to such plan an annual amount no greater than the total amount which the city would contribute to the city plan on behalf of such employee for such year pursuant to section 19-92(b). The contribution shall not include any contribution made to fund the City's post-employment benefits trust in accordance with section 19-141. Any employee who enters into such an agreement shall be deemed to have terminated all membership in the supplemental retirement or pension

plan of the city and to have waived any rights whatsoever to any benefits thereunder. Upon execution of any such agreement, the retirement plan commission is authorized to make the payments called for therein, but in no event shall the payment for any period exceed the amount contributed by the city to the city plan for such employee for such period. A copy of such plan shall be kept on file in the city's personnel department, and it may be amended from time to time.

(b) The city council may likewise approve participation by the city manager in a supplemental defined contribution plan approved by the Internal Revenue Service as a qualified plan within the meaning of Section 401(a) of the Internal Revenue Code of 1986, as amended, in which case the city's annual contribution thereto shall likewise equal the amount which would have been contributed to the city plan, unless the council shall determine a greater or lesser amount. A copy of such plan shall be kept on file in the city's personnel department, and it may be amended from time to time.

(c) Effective July 1, 2001, the city manager may approve the withdrawal from membership in the plan of any employee and may execute an agreement for such employee to participate in an optional defined contribution plan approved by the Internal Revenue Service as a qualified plan within the meaning of Section 401(a) of the Internal Revenue Code of 1986, as amended. Such agreement may provide that the city shall contribute to such plan an annual amount determined by the retirement commission with the approval of the city manager on behalf of such employee for such year. Any employee who enters into such an agreement shall be deemed to have terminated all active membership in the supplemental retirement or pension plan of the city and to have waived any rights whatsoever to accrue additional benefits thereunder. Upon execution of any such agreement, the retirement plan commission is authorized to make the payments called for therein. A copy of such plan shall be kept on file in the city's personnel department, and it may be amended from time to time.

(d) Effective November 1, 1987, all regular city employees, including city council members, who work at least twenty (20) hours per week shall be eligible to participate in a deferred compensation plan, whether or not they participate in the supplemental retirement or pension plan of the city or the defined contribution plans described in subsections (a) through (c) of this section. Such new plan shall enable employees to defer part of their compensation if they choose to do so to provide for their retirement. Participation in this new plan shall have no effect on eligibility for participation in the supplemental retirement or pension plan of the city or the defined contribution plans described in subsections (a) through (c) of this section. A copy of such plan shall be kept on file in the city's human resources department, and it may be amended from time to time.

Sec. 19-95. Service retirement--Mandatory retirement dates.

(a) Any member who is in service at his normal retirement date may retire then or at any time thereafter, provided he has completed five (5) or more years of creditable service, upon written notification to the commission made by the member or by his

appointing authority setting forth at what date the retirement is to become effective. Such effective date shall be after the member's last day of service and shall not be more than ninety (90) days prior to the filing of such notification.

(b) No member who is a police officer, fire fighter or sheriff's deputy shall be permitted to continue in service after his normal retirement date, unless the member's appointing authority, upon a determination that organizational needs so require, grants the member an exemption from such mandatory retirement requirements. Any such member who continues in service under such an exemption from the appointing authority, may be retired by that authority at any time thereafter. Such retirement shall be initiated by the appointing authority by notification to the commission setting forth at what date the retirement is to become effective. Such effective date shall be after the member's last day of service and shall not be more than ninety (90) days prior to the filing of such notification.

(c) The commissioner of revenue, city treasurer, city sheriff, clerk of the circuit court and commonwealth's attorney may continue in service so long as they hold office.

(d) The appointing authority of any member not listed in subsection (b) or (c) of this section, subsequent to the member's normal retirement date, upon a determination that age is a bona fide occupational qualification reasonably necessary to the normal operation of the city, and that such member has reached the age limit, or upon a determination that such member is incapable of performing his duties in a safe and efficient manner, may require the service retirement of such member upon written notification to the commission setting forth at what date the retirement is to become effective. Such effective date shall be after the member's last day of service and shall not be more than ninety (90) days prior to the filing of such notification. Notwithstanding the foregoing, if such member lacks five (5) years of creditable service, such member shall be discharged and shall be ineligible for a retirement allowance.

(e) Any member who is in service and who has completed five (5) or more years of creditable service may retire at any time after the fifty-fifth (55th) birthday of the member or, in the case of a person who becomes a member after June 30, 2012 other than a police officer, firefighter, sheriff or sheriff's deputy, after the sixtieth (60th) birthday of the member, or at any time thereafter, upon written notification to the commission, made by the member, setting forth at what date the retirement to become effective. Such effective date shall be after the member's last day of service and shall not be more than ninety (90) days prior to the filing of such notification.

(f) Any member who terminates service after completing five (5) or more years of creditable service may retire under the provisions of either subsection (a) or subsection (c) of this section; provided, that the requirement as to such member being in service shall not apply.

(g) Any member who is in service and who has completed thirty (30) or more years of creditable service may retire at age fifty (50), or, in the case of a person who

becomes a member after June 30, 2012, at age sixty (60), or at any time thereafter, upon written notification to the commission, made by the member, setting forth at what date the retirement is to be effective, without suffering the penalty imposed by section 19-96(d). Such effective date shall be after the member's last day of service and shall not be more than ninety (90) days prior to the filing of such notification.

(h) Any member who is a police officer, firefighter, sheriff or sheriff's deputy, and has completed twenty-five (25) or more years in service may retire at age fifty (50), or at any time thereafter until the mandatory retirement date is reached, without suffering the penalty imposed by section 19-96(e).

(i) Notwithstanding the forgoing, on or after January 1, 1989, the retirement allowance of a member who has terminated employment shall begin no later April 1 of the calendar year following the later of (i) the calendar year in which the member attains seventy and one-half (70 1/2) years of age, or (ii) the calendar year in which the member terminates employment.

(j) Upon attaining normal retirement age and completion of the required years of service, each employee's interest shall be fully vested.

...

Sec. 19-96. Same--Allowance.

(a) Upon service retirement on or after July 1, 2000, a member with creditable service which commenced prior to July 1, 2000, shall receive an annual retirement allowance payable monthly to him for life commencing on the first day of the month coinciding with or next following his date of retirement, in an amount computed as the larger of (1) and (2) following:

- (1) The excess, if any, of 2% of such member's average final compensation multiplied by the number of years of his creditable service, over 2.5% of such member's annual primary social security benefit, multiplied by the number of years of his creditable service up to a maximum of twenty (20) years.
- (2) 1.60% of such member's average final compensation multiplied by the total number of years of his creditable service.

(b) Upon service retirement after July 1, 2000, a member whose employment commenced after June 30, 2000, shall receive an annual retirement allowance payable monthly to him for life commencing on the first day of the month coinciding with or next following his date of retirement, in an amount computed as follows:

- (1) 1.60% of such member's average final compensation multiplied by the total number of years of his creditable service.

(c) In addition to the retirement allowance to which a member is entitled under the provisions of subsections (a) and (b) of this section, a retired member who at the date of his retirement was in service as a police officer, firefighter, sheriff or sheriff's deputy and who has completed twenty (20) years or more of creditable service shall receive an additional annual allowance, payable monthly, during the period after the member's date of retirement and until his attainment of full retirement age, as in effect on July 1, 2005, for purposes of qualifying for unreduced social security benefits, equal to one (1) percent of average final compensation multiplied by the number of years of his creditable service. In no event shall a police officer, firefighter, sheriff or sheriff's deputy receive both the supplement under this section and social security benefits. Effective for service retirements after June 30, 2017, the additional annual allowance shall be limited to a period of time that does not exceed seventeen (17) years prior to social security eligibility and effective for service retirements after June 30, 2020, this additional annual allowance shall be limited to the estimated unreduced primary social security benefit determined under section 19-97.

Notwithstanding the foregoing However, a person who becomes a member after June 30, 2012, shall be entitled to this additional, supplemental annual allowance only if such person has completed at least twenty (20) years of creditable service in a position of a police officer, firefighter, sheriff or sheriff's deputy and such person shall not be entitled to a supplement for a period of time that exceeds 17 years prior to social security eligibility. This additional annual allowance shall be limited in the case of a person who becomes a member after June 30, 2012, to his estimated unreduced primary social security benefit determined under section 19-97.

(d) The provisions of subsections (a) and (b) of this section to the contrary notwithstanding, if the retirement date of a member with less than thirty (30) years of creditable service precedes his normal retirement date, the retirement allowance amount as computed in accordance with subsections (a) and (b) of this section, as appropriate, shall be reduced by one-half (0.5) percent for each complete month in the period between the member's retirement date and the earlier of his normal retirement date or the date on which the member would have completed thirty (30) years of creditable service had he remained an employee continuously until such date.

(e) The provisions of subsections (a) and (b) of this section to the contrary notwithstanding, if the retirement date of a member who is a police officer, firefighter, or sheriff's deputy with less than twenty-five (25) years of creditable service precedes his normal retirement date, the retirement allowance amount as computed in accordance with subsections (a) and (b) of this section, as appropriate, shall be reduced by 0.5% for each complete month in the period between the member's retirement date and the earlier of his normal retirement date or the date on which the member would have completed twenty-five (25) years of creditable service had he remained an employee continuously until such date.

Sec. 19-98. Determination of retirement allowance.

(a) For the purposes of any provision of this article, the retirement allowance of any member shall be determined on the assumption that the retirement allowance is payable to the member alone and that no optional retirement allowance is elected.

(b) After a member has retired, and the amount of his retirement allowance has been determined under the provisions of this article, the amount of the member's retirement allowance shall be unaffected by any changes in the actual amount of the primary social security benefit to which the member is or becomes entitled under the federal Social Security Act.

(c) Notwithstanding any other provisions of this article, the annual benefit under the supplemental retirement or pension plan of the city of any member and any related death or other benefit, shall, if necessary, be reduced to the extent required by Section 415(b) of the Internal Revenue Code of 1986, as amended, as adjusted by the Secretary of the Treasury pursuant to Section 415(d) of the Internal Revenue Code of 1986, as amended.

(d) Notwithstanding any other provisions of this article, for plan years beginning before January 1, 2000, if a member participates in both the supplemental retirement or pension plan of the city and a qualified defined contribution plan maintained by the city, the annual benefits under the supplemental retirement or pension plan of the city and the annual additions to any qualified defined contribution plan maintained by the city shall not exceed the combined limit test described in Section 415(e) of the Internal Revenue Code of 1986, as amended. If necessary, the annual additions under the qualified defined contribution plan shall be reduced before benefits under supplemental retirement or pension plan of the city are reduced in order to comply with such combined limit test.

(e) Notwithstanding any provision of this article to the contrary, benefits and service credit with respect to qualified military service will be provided in accordance with section 414(u) of the Internal Revenue Code of 1986, as amended.

(f) To the extent required by Section 401(a)(37) of the Internal Revenue Code for purposes of determining a member's entitlement to a retirement allowance or death benefits under the Plan, in the event a member ceases to be an employee in order to perform qualified military service within the meaning of section 414(u) of the Internal Revenue Code and dies on or after January 1, 2007 while performing qualified military service, the member's death shall be considered to have occurred while the member was an employee so that his beneficiaries are entitled to any additional benefits provided under the Plan (other than benefit accruals relating to the period of qualified military service), including without limitation any additional or enhanced vesting or death benefits, had the member resumed employment with the employer and then terminated employment on account of death.

...

Sec. 19-104. Optional benefits.

...

(g) Effective January 1, 1993, notwithstanding anything to the contrary in this article, but subject to any de minimis or other exceptions or limitations provided for under Section 401(a)(31) of the Internal Revenue Code of 1986, as amended, any prospective recipient ~~any prospective recipient~~ (whether a member, a surviving spouse, a current or former spouse who is an alternate payee under a qualified domestic relations order or any other person eligible to make a rollover) of a distribution from the plan which constitutes an "eligible rollover distribution" (to the extent otherwise includible in the recipient's gross income) may direct the commission to pay the distribution directly to an "eligible retirement plan". For purposes hereof, the following terms have the meanings assigned to them in Section 401(a)(31) of the Internal Revenue Code of 1986, as amended, and, to the extent not inconsistent therewith, shall have the following meanings:

...

Sec. 19-104.1. Refund of accumulated contributions before retirement.

(a) Any member ~~hired after June 30, 2012~~ who has five (5) or more years of creditable service, who ceases to be a member other than by death or retirement may request and receive a refund of the balance in the member's contribution account reduced by the amount of any retirement allowance previously received by him under the provisions of this article.

(b) Any person who becomes a member hired after June 30, 2012 who has less than five (5) years of creditable service who ceases to be an employee other than by death shall be paid the balance in the member's contribution account in a mandatory cash-out as soon as administratively practical following his ceasing to be employed by the City or any other employer adopting the plan.

(c) Upon receipt of a refund of the balance in the member's contribution account, pursuant to (a) and (b) herein,:

(1) Any person who becomes a member hired after June 30, 2012 ~~the member~~ shall cease to be a member and shall not be entitled to any future benefits. If the person again becomes a member, no creditable service attributable to the refund shall be counted in determining the benefit to be accrued following rehire; and

(2) Each member, except a person who becomes a member after July 1, 2012 as defined in Section 19-91, shall not be entitled to any benefit attributable to creditable service or increases in average final compensation after June 30, 2017.

Sec. 19-107. Post retirement supplements.

(a) In addition to the monthly allowances payable under sections 19-96, 19-101, 19-104, 19-105 and 19-152 post retirement supplements shall be payable in accordance with the provisions of this section to the recipients of such allowances.

Such supplements shall be subject to the same conditions of payment as are such allowances. Notwithstanding the foregoing, in the case of monthly allowances that begin after June 30, 2017, post retirement supplements shall be payable pursuant to the provisions hereof only if the member is credited with at least fifteen (15) years of credible service and the monthly allowance begins immediately following termination of employment in the case of a service retirement or upon the cessation of disability benefits.

(b) The amounts of the post retirement supplements provided for hereunder shall be determined as percentages of the allowances then being paid, including any applicable previous supplements.

(c) Amounts of post retirement supplements shall be determined initially as of July 1, 1976, and subsequently as of any July 1 as of which the city council shall have determined a further adjustment to be needed, provided an amount sufficient to pay the cost of any necessary increase in the amount of the post retirement supplements being paid shall have been appropriated. No change in the amount of any post retirement supplement shall be effected between determination dates except as necessary to reflect changes in the amount of the allowance being supplemented, to the end that any post retirement supplement shall remain a constant percentage of the respective allowance being supplemented, nor shall any new post retirement supplement be commenced except as of a determination date. The post retirement supplement determined shall become effective as of the payment date next following such determination date for members who have retired on or before the determination date, except that, in the case of monthly allowances that begin after June 30, 2017, the post retirement supplement shall not be effective earlier than the first anniversary of the payment commencement date.

(d) The city council shall make an annual review of the post retirement supplements being paid in accordance with this section and shall determine whether or not the following July 1 shall be a determination date as of which the amounts of such supplements shall be recomputed.

...

Sec. 19-111. Alteration, amendment or repeal.

(a) The city council reserves the right to alter, amend or repeal any provision of this article or any application thereof to any person; provided, however, that the amount of benefits which at the time of any alteration, amendment or repeal shall have accrued for the members or beneficiaries shall not be affected thereby, except as otherwise provided under subsection (c) of this section.

(b) If the city council repeals the provisions of this article, the commission shall continue to administer the plan in accordance with the provisions of this article for the sole benefit of the then members, any beneficiaries then receiving retirement allowances

and any person, entitled to receive benefits in the future under one (1) of the options provided for in this article, who is designated by any of such members.

(c) In the event of repeal as provided in subsection (b) of this section, if the plan is not to be replaced by another retirement program, the assets of the retirement fund shall be allocated by the commission in an equitable manner to provide benefits for the persons designated in subsection (b) of this section in accordance with the provisions of this article, and in the following order:

- (1) For the benefit of the beneficiaries and persons already designated by former members who are then beneficiaries under one (1) of the options provided for in this article to the extent of the then actuarial value of their retirement allowances. If any funds remain; then,
- (2) For the benefit of members and persons, if any, designated by the members under one (1) of the options provided for in this article, to the extent not provided under paragraph (1) above, of the then actuarial value of their accrued retirement allowances, based on years of creditable service, average final compensation and anticipated social security benefits as of the date of repeal. The allocation under paragraph (2) shall be on the basis of the oldest ages first method.

In the event the assets at such date of repeal are insufficient to provide all of the benefits of paragraph (1) above, then the city shall contribute to the assets from time to time, as and when required, the amount necessary to make up such insufficiency.

(d) The allocation of assets of the retirement fund provided for in subsection (c) of this section shall be carried out through payment by the commission of the benefits provided for in this section as they become due. Any funds remaining in the retirement fund after all of the vested benefits provided by this section have been paid shall revert to the city.

(e) Any allocation of assets made in accordance with the provisions of subsection (c) of this section shall be final and binding on all persons entitled to benefits under such provisions.

(f) In the event of repeal as provided in subsection (b) of this section, if the plan is to be replaced by another retirement program, the assets of the retirement fund shall be transferred to such other program.

(g) In the event of repeal, or termination or complete discontinuance of contributions under the plan, the rights of all employees to benefits accrued to the date of such repeal, termination or discontinuance, to the extent then funded, or the amounts then credited to the employees' accounts, shall be non-forfeitable.

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE CITY OF CHARLOTTESVILLE, VIRGINIA, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$15,250,000, TO FINANCE THE COSTS OF CERTAIN PUBLIC IMPROVEMENT PROJECTS AND PROVIDING FOR THE FORM, DETAILS AND PAYMENT THEREOF.

WHEREAS, the City Council of the City of Charlottesville, Virginia (the “City”), desires to issue general obligation public improvement bonds (the “Bonds”) to finance the costs of certain public improvements for the City, including (i) transportation and access improvements, including but not limited to constructing, equipping and repairing sidewalks, roads and bicycle lanes and street reconstruction, (ii) improvements to public buildings, (iii) public school improvements, (iv) public safety improvements, including but not limited to the acquisition of fire trucks and improvements and upgrades to the emergency communications CAD system, (v) improvements to the City’s parks and recreation facilities and (vi) improvements to the City’s water and stormwater systems (collectively, the “Project”);

WHEREAS, the City’s administration and a representative of Public Financial Management, Inc., the City’s financial advisor (the “Financial Advisor”), have recommended to the City Council that the City issue and sell one or more series of general obligation public improvement bonds through a competitive public offering;

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

1. **Authorization and Issuance of Bonds.** The City Council finds and determines that it is in the best interest of the City to authorize the issuance and sale of one or more series of Bonds in an aggregate principal amount not to exceed \$15,250,000 and to use the proceeds thereof, together with other funds as may be available, to finance costs of the Project and to pay costs incurred in connection with issuing such bonds (if not otherwise paid from other City funds).

2. **Election to Proceed under the Public Finance Act.** In accordance with the authority contained in Section 15.2-2601 of the Code of Virginia of 1950, as amended (the “Virginia Code”), the City Council elects to issue the Bonds pursuant to the provisions of the Public Finance Act of 1991, Chapter 26 of Title 15.2 of the Virginia Code (the “Public Finance Act”).

3. **Bond Details.** The Bonds shall be designated “General Obligation Public Improvement Bonds, Series 2017,” or such other designation as may be determined by the City Manager (which term shall include the Director of Finance). The Bonds shall be in registered form, shall be dated such date as may be determined by the City Manager, shall be in denominations of \$5,000 and integral multiples thereof and shall be numbered R-1 upward, or such other designation as appropriate. Subject to Section 9, the issuance and sale of any series of Bonds are authorized on terms as shall be satisfactory to the City Manager; provided, however, that the Bonds of such series (a) shall have a “true” or “Canadian” interest cost not to exceed 4.0% (taking into account any original issue discount or premium), (b) shall be sold to the purchaser thereof at a price not less than 99.5% of the principal amount thereof (excluding any original issue discount) and (c) shall mature in years, or be

subject to mandatory sinking fund redemption in annual installments, ending no later than December 31, 2037.

Principal of the Bonds shall be payable annually on dates determined by the City Manager. Each Bond shall bear interest from its date at such rate as shall be determined at the time of sale, calculated on the basis of a 360-day year of twelve 30-day months, and payable semiannually on dates determined by the City Manager. Principal and premium, if any, shall be payable to the registered owners upon surrender of Bonds as they become due at the office of the Registrar (as hereinafter defined). Interest shall be payable by check or draft mailed to the registered owners at their addresses as they appear on the registration books kept by the Registrar on a date prior to each interest payment date that shall be determined by the City Manager (the "Record Date"); provided, however, that at the request of the registered owner of the Bonds, payment may be made by wire transfer pursuant to the most recent wire instructions received by the Registrar from such registered owner. Principal, premium, if any, and interest shall be payable in lawful money of the United States of America.

Initially, one Bond certificate for each maturity of the Bonds shall be issued to and registered in the name of The Depository Trust Company, New York, New York ("DTC"), or its nominee. The City has heretofore entered into a Letter of Representations relating to a book-entry system to be maintained by DTC with respect to the Bonds. "Securities Depository" shall mean DTC or any other securities depository for the Bonds appointed pursuant to this Section.

In the event that (a) the Securities Depository determines not to continue to act as the securities depository for the Bonds by giving notice to the Registrar, and the City discharges the Securities Depository of its responsibilities with respect to the Bonds, or (b) the City in its sole discretion determines (i) that beneficial owners of Bonds shall be able to obtain certificated Bonds or (ii) to select a new Securities Depository, then the Director of Finance of the City shall, at the direction of the City, attempt to locate another qualified securities depository to serve as Securities Depository and authenticate and deliver certificated Bonds to the new Securities Depository or its nominee or to the beneficial owners or to the Securities Depository participants on behalf of beneficial owners substantially in the form provided for in Section 6; provided, however, that such form shall provide for interest on the Bonds to be payable (1) from the date of the Bonds if they are authenticated prior to the first interest payment date or (2) otherwise from the interest payment date that is or immediately precedes the date on which the Bonds are authenticated (unless payment of interest thereon is in default, in which case interest on such Bonds shall be payable from the date to which interest has been paid). In delivering certificated Bonds, the Director of Finance of the City shall be entitled to rely on the records of the Securities Depository as to the beneficial owners or the records of the Securities Depository participants acting on behalf of beneficial owners. Such certificated Bonds will then be registrable, transferable and exchangeable as set forth in Section 8.

So long as there is a Securities Depository for the Bonds, (1) it or its nominee shall be the registered owner of the Bonds; (2) notwithstanding anything to the contrary in this Resolution, determinations of persons entitled to payment of principal, premium, if any, and interest, transfers of ownership and exchanges and receipt of notices shall be the responsibility of the Securities Depository and shall be effected pursuant to rules and procedures established by such Securities Depository; (3) the Registrar and the City shall not be responsible or liable for maintaining,

supervising or reviewing the records maintained by the Securities Depository, its participants or persons acting through such participants; (4) references in this Resolution to registered owners of the Bonds shall mean such Securities Depository or its nominee and shall not mean the beneficial owners of the Bonds; and (5) in the event of any inconsistency between the provisions of this Resolution and the provisions of the above-referenced Letter of Representations such provisions of the Letter of Representations, except to the extent set forth in this paragraph and the next preceding paragraph, shall control.

4. **Redemption Provisions.** The Bonds may be subject to redemption prior to maturity at the option of the City on or after dates (if any) determined by the City Manager, in whole or in part at any time, at a redemption price equal to the principal amount of the Bonds, together with any interest accrued to the date fixed for redemption, plus a redemption premium not to exceed 1.0% of the principal amount of the Bonds, such redemption premium to be determined by the City Manager.

Any Bonds sold as term bonds may be subject to mandatory sinking fund redemption upon terms determined by the City Manager.

If less than all of the Bonds are called for redemption, the maturities of the Bonds to be redeemed shall be selected by the Director of Finance of the City in such manner as such officer may determine to be in the best interest of the City. If less than all the Bonds of any maturity are called for redemption, the Bonds within such maturity to be redeemed shall be selected by the Securities Depository pursuant to its rules and procedures or, if the book-entry system is discontinued, shall be selected by the Registrar by lot in such manner as the Registrar in its discretion may determine. In either case, (a) the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some integral multiple thereof, and (b) in selecting Bonds for redemption, each Bond shall be considered as representing that number of Bonds that is obtained by dividing the principal amount of such Bond by \$5,000. The City shall cause notice of the call for redemption identifying the Bonds or portions thereof to be redeemed to be sent by facsimile or electronic transmission, registered or certified mail or overnight express delivery, not less than 30 nor more than 60 days prior to the redemption date, to the registered owner of the Bonds. The City shall not be responsible for giving notice of redemption to anyone other than DTC or another qualified securities depository then serving or its nominee unless no qualified securities depository is the registered owner of the Bonds.

If no qualified securities depository is the registered owner of the Bonds, notice of redemption shall be mailed to the registered owners of the Bonds. If a portion of a Bond is called for redemption, a new Bond in principal amount equal to the unredeemed portion thereof will be issued to the registered owner upon the surrender thereof.

In the case of an optional redemption, the notice may state that (1) it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, no later than the redemption date or (2) the City retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a "Conditional Redemption"), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as described herein. Any Conditional Redemption may be rescinded at any time. The City shall give prompt notice of such rescission to the affected Bondholders. Any Bonds subject to Conditional Redemption where redemption has been rescinded shall remain outstanding, and the rescission shall not constitute an event of default. Further, in the case of a Conditional Redemption,

the failure of the City to make funds available on or before the redemption date shall not constitute an event of default, and the City shall give immediate notice to all organizations registered with the Securities and Exchange Commission (“SEC”) as securities depositories or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

5. **Execution and Authentication.** The Bonds shall be signed by the manual or facsimile signature of the Mayor, the City’s seal shall be affixed thereto or a facsimile thereof printed thereon and shall be attested by the manual or facsimile signature of the Clerk of the City Council; provided, however, that no Bond signed by facsimile signatures shall be valid until it has been authenticated by the manual signature of an authorized officer or employee of the Registrar and the date of authentication noted thereon.

6. **Bond Form.** The Bonds shall be in substantially the form of Exhibit A, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the officers signing the Bonds, whose approval shall be evidenced conclusively by the execution and delivery of the Bonds.

7. **Pledge of Full Faith and Credit.** The full faith and credit of the City are irrevocably pledged for the payment of principal of and premium, if any, and interest on the Bonds. Unless other funds are lawfully available and appropriated for timely payment of the Bonds, the City Council shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in the City sufficient to pay when due the principal of and premium, if any, and interest on the Bonds.

8. **Registration, Transfer and Owners of Bonds.** The Director of Finance of the City is hereby appointed paying agent and registrar for the Bonds (the “Registrar”). The City may, in its sole discretion, at any time appoint a qualified bank or trust company as successor paying agent and registrar of the Bonds. The Registrar shall maintain registration books for the registration of the Bonds and transfers thereof. Upon presentation and surrender of any Bonds to the Registrar, or its corporate trust office if the Registrar is a bank or trust company, together with an assignment duly executed by the registered owner or the owner’s duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar, the City shall execute, and the Registrar shall authenticate, if required by Section 5, and deliver in exchange, a new Bond or Bonds having an equal aggregate principal amount, in authorized denominations, of the same form and maturity, bearing interest at the same rate, and registered in the name(s) as requested by the then registered owner or the owner’s duly authorized attorney or legal representative. Any such exchange shall be at the expense of the City, except that the Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect thereto.

The Registrar shall treat the registered owner as the person exclusively entitled to payment of principal, premium, if any, and interest and the exercise of all other rights and powers of the owner, except that interest payments shall be made to the person shown as owner on the registration books on the Record Date.

9. **Sale of Bonds.** (a) The City Council authorizes the Bonds to be sold by competitive bid in one or more series, in a principal amount or principal amounts to be determined

by the City Manager, in collaboration with the Financial Advisor, and subject to the limitations set forth in Section 1. The City Manager is also authorized to (i) determine the interest rates of the Bonds, the maturity schedules of the Bonds, and the price to be paid for the Bonds by the purchaser, subject to the limitations set forth in Section 3, (ii) determine the redemption provisions of the Bonds, subject to the limitations set forth in Section 4, and (iii) determine the dated date, the principal and interest payment dates and the Record Date of the Bonds, all as the City Manager determines to be in the best interest of the City.

(b) The City Manager is authorized, on behalf of the City and in collaboration with the Financial Advisor, to take all proper steps to advertise the Bonds for sale, to receive public bids and to award the Bonds to the bidder providing the lowest “true” or “Canadian” interest cost, subject to the limitations set forth in Section 3. Following the sale of the Bonds, the City Manager shall file with the records of the City Council a certificate setting forth the final terms of the Bonds. The actions of the City Manager in selling the Bonds shall be conclusive, and no further action with respect to the sale and issuance of the Bonds shall be necessary on the part of the City Council.

10. **Official Statement.** The draft Preliminary Official Statement describing the Bonds, copies of which have been made available prior to this meeting, is hereby approved as the Preliminary Official Statement by which the Bonds will be offered for sale to the public; provided that the City Manager, in collaboration with the Financial Advisor, may make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this Resolution as the City Manager may consider to be in the best interest of the City. After the Bonds have been sold, the City Manager, in collaboration with the Financial Advisor, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this Resolution as are necessary or desirable to complete it as a final Official Statement. In addition, the City shall arrange for the delivery to the purchaser of the Bonds of a reasonable number of printed copies of the final Official Statement, within seven business days after the Bonds have been sold, for delivery to each potential investor requesting a copy of the Official Statement and to each person to whom the purchaser initially sells Bonds.

11. **Official Statement Deemed Final.** The City Manager is authorized, on behalf of the City, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12 (the “Rule”) of the SEC, except for the omission in the Preliminary Official Statement of certain pricing and other information permitted to be omitted pursuant to the Rule. The distribution of the Preliminary Official Statement and the execution and delivery of the Official Statement in final form shall be conclusive evidence that each has been deemed final as of its date by the City, except for the omission in the Preliminary Official Statement of such pricing and other information permitted to be omitted pursuant to the Rule.

12. **Preparation and Delivery of Bonds.** After the Bonds have been awarded, the officers of the City are authorized and directed to take all proper steps to have the Bonds prepared and executed in accordance with their terms and to deliver the Bonds to the purchaser thereof upon payment therefor.

13. **Arbitrage Covenants.** (a) The City represents that there have not been issued, and covenants that there will not be issued, any obligations that will be treated as part of the same issue of obligations as the Bonds within the meaning of Treasury Regulations Section 1.150-1(c).

(b) The City covenants that it shall not take or omit to take any action the taking or omission of which will cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and regulations issued pursuant thereto, or otherwise cause interest on the Bonds to be includable in the gross income for federal income tax purposes of the registered owners thereof under existing law. Without limiting the generality of the foregoing, the City shall comply with any provision of law that may require the City at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds of the Bonds, unless the City receives an opinion of nationally recognized bond counsel that such compliance is not required to prevent interest on the Bonds from being includable in the gross income for federal income tax purposes of the registered owners thereof under existing law. The City shall pay any such required rebate from its legally available funds.

14. **Non-Arbitrage Certificate and Elections.** Such officers of the City as may be requested by the City’s bond counsel are authorized and directed to execute an appropriate certificate setting forth (a) the expected use and investment of the proceeds of the Bonds in order to show that such expected use and investment will not violate the provisions of Section 148 of the Code and (b) any elections such officers deem desirable regarding rebate of earnings to the United States for purposes of complying with Section 148 of the Code. Such certificate shall be prepared in consultation with the City’s bond counsel, and such elections shall be made after consultation with bond counsel.

15. **Limitation on Private Use.** The City covenants that it shall not permit the proceeds of the Bonds or the facilities financed or refinanced with the proceeds of the Bonds to be used in any manner that would result in (a) 5% or more of such proceeds or facilities being used in a trade or business carried on by any person other than a governmental unit, as provided in Section 141(b) of the Code, (b) 5% or more of such proceeds or facilities being used with respect to any output facility (other than a facility for the furnishing of water), within the meaning of Section 141(b)(4) of the Code, or (c) 5% or more of such proceeds being used directly or indirectly to make or finance loans to any persons other than a governmental unit, as provided in Section 141(c) of the Code; provided, however, that if the City receives an opinion of nationally recognized bond counsel that any such covenants need not be complied with to prevent the interest on the Bonds from being includable in the gross income for federal income tax purposes of the registered owners thereof under existing law, the City need not comply with such covenants.

16. **SNAP Investment Authorization.** The City Council has previously received and reviewed the Information Statement (the “Information Statement”), describing the State Non-Arbitrage Program of the Commonwealth of Virginia (“SNAP”) and the Contract Creating the State Non-Arbitrage Program Pool I (the “Contract”), and the City Council hereby authorizes the City Treasurer in his discretion to utilize SNAP in connection with the investment of the proceeds of the Bonds. The City Council acknowledges that the Treasury Board of the Commonwealth of Virginia is not, and shall not be, in any way liable to the City in connection with SNAP, except as otherwise provided in the Contract.

17. **Continuing Disclosure Agreement.** The Mayor and the City Manager, either of whom may act, are hereby authorized and directed to execute a continuing disclosure agreement (the “Continuing Disclosure Agreement”) setting forth the reports and notices to be filed by the City and

containing such covenants as may be necessary to assist the purchaser of the Bonds in complying with the provisions of the Rule promulgated by the SEC. The Continuing Disclosure Agreement shall be substantially in the form of the City's prior Continuing Disclosure Agreements, which is hereby approved for purposes of the Bonds; provided that the City Manager, in collaboration with the Financial Advisor, may make such changes in the Continuing Disclosure Agreement not inconsistent with this Resolution as the City Manager may consider to be in the best interest of the City. The execution thereof by such officers shall constitute conclusive evidence of their approval of any such completions, omissions, insertions and changes.

18. **Other Actions.** All other actions of officers of the City in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Bonds are hereby ratified, approved and confirmed. The officers of the City are 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 issuance, sale and delivery of the Bonds.

19. **Repeal of Conflicting Resolutions.** All resolutions or parts of resolutions in conflict herewith are repealed.

20. **Filing With Circuit Court.** The Clerk of the City Council, in collaboration with the City Attorney, is authorized and directed to see to the immediate filing of a certified copy of this resolution in the Circuit Court of the City.

21. **Effective Date.** This Resolution shall take effect immediately.

[FORM OF BOND].

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange or payment, and any certificate is registered in the name of Cede & Co., or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), **ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL** inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED.

REGISTERED.

No. R-_____.

\$_____.

UNITED STATES OF AMERICA.

COMMONWEALTH OF VIRGINIA.

CITY OF CHARLOTTESVILLE.

General Obligation Public Improvement Bond.

Series 2017.

INTEREST RATE.	MATURITY DATE.	DATED DATE.	CUSIP.
_____ %	_____, ____	_____, 2017	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS.

The City of Charlottesville, Virginia (the “City”), for value received, promises to pay, upon surrender hereof to the registered owner hereof, or registered assigns or legal representative, the principal sum stated above on the maturity date stated above, subject to prior redemption as hereinafter provided, and to pay interest hereon from its date semiannually on each _____ and _____, beginning _____, at the annual rate stated above, calculated on the basis of a 360-day year of twelve 30-day months. Principal, premium, if any, and interest are payable in lawful money of the United States of America by the City Treasurer, who has been appointed paying agent and registrar for the bonds, or at such bank or trust company as may be appointed as successor paying agent and registrar by the City (the “Registrar”).

Notwithstanding any other provision hereof, this bond is subject to a book-entry system maintained by The Depository Trust Company (“DTC”), and the payment of principal, premium, if any, and interest, the providing of notices and other matters shall be made as described in the City’s Letter of Representations to DTC.

This bond is one of an issue of \$ _____ General Obligation Public Improvement Bonds, Series 2017, of like date and tenor, except as to number, denomination, rate of interest, privilege of redemption and maturity, and is issued pursuant to the Constitution and statutes of the Commonwealth of Virginia, including the Public Finance Act of 1991. The bonds are being issued pursuant to a resolution adopted by the City Council of the City (the "City Council") on _____, 2017, to finance certain public improvement projects.

Bonds maturing on or before _____, 20__, are not subject to redemption prior to maturity. Bonds maturing on or after _____, 20__, are subject to redemption prior to maturity at the option of the City on or after _____, 20__, in whole or in part (in any multiple of \$5,000) at any time, upon payment of the following redemption prices (expressed as a percentage of principal amount of bonds to be redeemed) plus interest accrued and unpaid to the date fixed for redemption:

Period During Which Redeemed. <u>(Both Dates Inclusive).</u>	Redemption. <u>Price.</u>
---	--

[Bonds maturing on _____, 20__, are required to be redeemed in part before maturity by the City on _____ in the years and amounts set forth below, at a redemption price equal to the principal amount of the bonds to be redeemed, plus accrued interest to the date fixed for redemption:

<u>Year.</u>	<u>Amount.</u>	<u>Year.</u>	<u>Amount].</u>
---------------------	-----------------------	---------------------	------------------------

If less than all of the bonds are called for redemption, the bonds to be redeemed shall be selected by the Director of Finance of the City in such manner as such officer may determine to be in the best interest of the City. If less than all of the bonds of any maturity are called for redemption, the bonds within such maturity to be redeemed shall be selected by DTC or any successor securities depository pursuant to its rules and procedures or, if the book-entry system is discontinued, shall be selected by the Registrar by lot in such manner as the Registrar in its discretion may determine. In either case, (a) the portion of any bond to be redeemed shall be in the principal amount of \$5,000 or some integral multiple thereof and (b) in selecting bonds for redemption, each bond shall be considered as representing that number of bonds that is obtained by dividing the principal amount of such bond by \$5,000. The City shall cause notice of the call for redemption identifying the bonds or portions thereof to be redeemed to be sent by facsimile or electronic transmission, registered or certified mail or overnight express delivery, not less than 30 nor more than 60 days prior to the redemption date, to the registered owner hereof. If a portion of this bond is called for redemption, a new bond in principal amount of the unredeemed portion hereof will be issued to the registered owner upon surrender hereof.

The City may give notice of redemption prior to a deposit of redemption moneys if such notice states that the redemption is to be funded with the proceeds of a refunding bond issue and is conditioned on the deposit of such proceeds. Provided that moneys are deposited on or before the redemption date, such notice shall be effective when given. If such proceeds are not available on the redemption date, such bonds will continue to bear interest until paid at the same rate they would have borne had they not

been called for redemption. On presentation and surrender of the bonds called for redemption at the place or places of payment, such bonds shall be paid and redeemed.

The full faith and credit of the City are irrevocably pledged for the payment of principal of and premium, if any, and interest on this bond. Unless other funds are lawfully available and appropriated for timely payment of this bond, the City Council shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all taxable property within the City sufficient to pay when due the principal of and premium, if any, and interest on this bond.

The Registrar shall treat the registered owner of this bond as the person exclusively entitled to payment of principal of and premium, if any, and interest on this bond and the exercise of all others rights and powers of the owner, except that interest payments shall be made to the person shown as the owner on the registration books on the ___ day of the month [preceding] [in which] each interest payment [is due].

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this bond have happened, exist and have been performed, and the issue of bonds of which this bond is one, together with all other indebtedness of the City, is within every debt and other limit prescribed by the Constitution and statutes of the Commonwealth of Virginia.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the City of Charlottesville, Virginia, has caused this bond to be to be signed by the Mayor, its seal to be affixed hereto and attested by the Clerk of the City Council, and this bond to be dated the date first above written.

(SEAL).

Mayor, City of Charlottesville, Virginia.

(ATTEST).

Clerk of Council,
City of Charlottesville, Virginia.

ASSIGNMENT.

FOR VALUE RECEIVED the undersigned sell(s), assign(s) and transfer(s) unto _____ (Please print or type name and address, including postal zip code, of Transferee).

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF TRANSFEREE:

: :
: :
: :

the within bond and all rights thereunder, hereby irrevocably constituting and appointing _____, Attorney, to transfer said bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed.

NOTICE: Signature(s) must be guaranteed by an Eligible Guarantor Institution such as a Commercial Bank, Trust Company, Securities Broker/Dealer, Credit Union or Savings Association who is a member of a medallion program approved by The Securities Transfer Association, Inc.

(Signature of Registered Owner).

NOTICE: The signature above must correspond with the name of the registered owner as it appears on the front of this bond in every particular, without alteration or enlargement or any change whatsoever.

**RESOLUTION
TO AUTHORIZE THE LEASE OF CITY OWNED LAND
AT 608 RIDGE STREET TO
LOCAL ENERGY ALLIANCE PROGRAM (LEAP)**

WHEREAS, there is a clear community benefit derived from supporting LEAP; and

WHEREAS, allowing LEAP to continue to lease 608 Ridge Street at a below market rate rent may not be ultimately in the best interest of the City as it seeks to recoup Charlottesville Affordable Housing Fund (CAHF) monies used to purchase and renovate this property;

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

Lease Agreement dated July 1, 2017 between the City of
Charlottesville and the Local Energy Alliance Program (LEAP)
for the property located at 608 Ridge Street.

BE IT FURTHER RESOLVED the Council for the City of Charlottesville, Virginia directs the City Manager to investigate and recommend to City Council alternative arrangements for LEAP within nine (9) months of approving this resolution, whether the lease should be renewed for an additional one year.

THIS LEASE AGREEMENT, made as of this 1st day of July, 2017, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, hereinafter the "Landlord", and **THE LOCAL ENERGY ALLIANCE PROGRAM**, a Virginia non-profit organization, hereinafter the "Tenant";

WITNESSETH:

That Landlord hereby leases unto the Tenant and the Tenant hereby agrees to lease from the Landlord the building located at 608 Ridge Street in the City of Charlottesville, Virginia, hereinafter referred to as the "Premises."

1. Term. The term of this lease shall commence July 1, 2017 and shall end on June 30, 2018 (the "Term"). At the discretion of the Landlord, this lease may be extended for an additional period of time of up to one year.

2. Rent / Late Fee / Deposit. The Tenant agrees to pay the Landlord rent during the Term of this lease of One Thousand Dollars (\$1,000) per month. The Tenant shall pay the Landlord the rent, in advance, on the first day of each calendar month. The Tenant shall pay a late fee of Fifty Dollars (\$50.00) for any rent payment not paid by the due date. On execution of this lease, Tenant shall deposit with Landlord one month's rent as security for the faithful performance by Tenant of the terms herein, to be returned to Tenant, without interest, upon full performance of its obligations herein.

3. Improvements. Any alterations, additions and improvements to the Premises must be approved by Landlord prior to the commencement of construction. Except as otherwise provided hereafter, all such alterations, additions, and improvements to the Premises shall inure to the benefit of and shall become the property of the Landlord.

4. Right of First Refusal. If during the Term the Landlord receives a bona fide offer from a third party to purchase the Premises, the Landlord shall not accept such offer without first offering the Premises for sale to the Tenant on the same terms and conditions contained in the offer from such third party. Tenant shall have a period of forty-five (45) days from the date of said offer by Landlord to accept such offer. If Tenant fails to exercise said right of first refusal within the 45 day period, the Landlord may elect to terminate this lease upon forty-five (45) days prior written notice to Tenant.

5. Maintenance and Repairs. Tenant shall be responsible for paying all costs associated with utilities (i.e., water, sewer, electrical, gas, and telecommunications/data), as well as landscape maintenance and trash/garbage removal. Further, Tenant shall comply with all laws and ordinances affecting the cleanliness, occupancy, use and preservation of the Premises, including but not limited to, City of Charlottesville Code §5-148 (*Unlawful accumulations of garbage, refuse, etc.*); §5-149 (*Unlawful growth of weeds and other vegetation*); and §5-155 (*Duty of owner or occupant to cut grass, weeds and other vegetable matter from property line to the public street right-of-way*). Tenant will also be responsible for snow removal from the Premises (i.e., from entrance stairs, decks/porches, walkways), including the requirements of Charlottesville City Code §28-25 (*Removal of snow, sleet and ice from sidewalks*).

Tenant shall be responsible for all routine, non-structural repairs and maintenance of the Premises. Landlord shall be responsible for all other maintenance and repairs associated with the

Premises, including heating and air conditioning equipment, electrical panel, internal electrical wiring, roof, and all structural members of the building.

Tenant shall immediately notify the Charlottesville Division of Facilities Maintenance of all known problems that might represent a health or safety risk, or which may lead to failure of or damage to those components of the Premises.

6. Tenant Duties. The Tenant agrees to comply with all the laws and ordinances affecting the cleanliness, occupancy, use and preservation of the Premises. The Tenant shall not keep or have on the Premises any materials of a dangerous, flammable or explosive character which might increase the danger of fire upon the Premises. The Tenant shall use the Premises and all facilities contained therein in a reasonable manner and shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the Premises, or permit any person to do so. The Tenant shall pay its own utility bills and shall indemnify the Landlord against any liability or damages on such account. The Tenant shall, at its own cost and expense, obtain general liability insurance covering interests of the Landlord and the Tenant in the Premises, with the limits of such insurance to be in the sum of at least One Million Dollars (\$1,000,000.00). Said policy shall name Landlord as an additional insured.

7. Sublet or Assignment. The Tenant shall have no right to assign or sublet the Premises, or any portion thereof, to any other party without the prior written consent of the Landlord, which consent shall be entirely within the discretion of the Landlord.

8. Access. The Landlord shall have the right to enter the Premises during normal business hours in order to inspect the Premises, make necessary repairs pursuant to Paragraph 5, or exhibit the Premises to either prospective or actual purchasers, tenants, workers or contractors. The Landlord may so enter without the consent of the Tenant any time in case of emergency. Except in the case of emergency, or if it is impractical to do so, the Landlord shall give the Tenant reasonable notice of its intention to enter.

9. Damage to Premises. In the event that the Premises shall be substantially damaged by fire or other casualty, the Premises shall be forthwith repaired, restored or rebuilt, as the case may be, within a reasonable time by the Landlord at the Landlord's expense, to its condition immediately prior to such damage or destruction. All provisions of this lease with respect to the payment of any rent shall be pro-rated based upon extent of damage and its impact upon Tenant's use of the Premises from the date of the casualty until such repairs are completed. The term of the lease may be extended by a similar period, at the Landlord's discretion.

10. Hours of Operation. Tenant shall establish regular hours during which the Premises will be open to the public (subject to staffing limitations), with the understanding that information about the Premises and its unique features will also be available electronically to the public.

11. Occupation / Use of Premises. The Premises shall be used to promote the benefits of ecoREMOD construction. The Tenant shall display books and other publications, an interactive website, and onsite staff who are knowledgeable about energy efficiency. The Tenant will act as steward for this community resource and will hold seminars and presentations for public benefit on how people can increase the health and safety of their homes while saving money and conserving resources.

12. Snow Removal: Snow removal is the responsibility of the Tenant.

13. Events of Default. The occurrence of any of the following shall constitute an event of default of the Tenant:

(a) Delinquency of the payment of any rent due under this lease for a period of 15 days after the first of any month.

(b) Nonperformance or noncompliance by the Tenant with any of the conditions or obligations of the Tenant contained in this lease for a period of 30 days after written notice thereof. The Tenant shall be accorded such 30 day period to cure the default, which time may, in the Landlord's sole discretion, be extended for so long as may be necessary to cure such default, provided Tenant commences promptly and proceeds diligently to cure such default.

(c) Filing by the Tenant or against the Tenant in any court pursuant to any statute of a petition of bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or an assignment by the Tenant for the benefit of creditors, provided that such proceedings are not dismissed within 90 days after the commencement of same.

(d) Failure by the Tenant to maintain its IRS status as a charitable organization.

14. Landlord's Remedies. Upon the occurrence of any event of default, the Landlord, at any time thereafter, may give written notice to the Tenant, by certified mail, return receipt requested, specifying the event of default and stating that the lease shall expire on a certain date, which date shall be at least 60 days after the date of such notice. Upon the date specified on such notice, this lease and all rights of the Tenant hereunder shall terminate.

At any time after such termination, the Landlord may relet the Premises or any part thereof. The failure of the Landlord to relet the Premises or any part thereof shall not make the Landlord liable to the Tenant for damages. No such termination of this lease shall relieve the Tenant of its liability and obligations under this lease, including the obligation for rent for the balance of the term.

15. Termination or Expiration of Lease Term. Upon termination or expiration of this lease, Landlord shall have the right to reenter and repossess the Premises and may dispossess the Tenant and remove the Tenant and all other persons and property from the Premises. Tenant shall leave the Premises in good and "broom clean" condition, ordinary wear and tear excepted.

16. Waiver. Failure of the Landlord to insist, in any one or more instances, upon a strict performance of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment of such right, but the same shall continue and remain in full force and effect. No waiver by the Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Landlord.

17. Notice. Any notice to the Tenant shall be sent by regular mail, postage prepaid (unless otherwise specified in this Lease), to Tenant at 608 Ridge Street, Charlottesville, Virginia 22903. Any notice to the Landlord shall be sent by regular mail, postage prepaid, to the Landlord in care of the City Manager, P.O. Box 911, Charlottesville, Virginia 22902.

18. Entire Agreement. This lease embodies the entire agreement between the parties and shall not be altered, changed or modified in any respect without a written instrument duly executed by both parties.

19. Applicable Law. This instrument shall be construed, interpreted and applied in accordance

with the laws of the Commonwealth of Virginia.

20. Benefits. This agreement is binding upon and shall inure to the benefit of all the respective parties hereto, their respective successors, legal representatives and assigns.

WITNESS the following signatures and seals.

Approved as to form:

CITY OF CHARLOTTESVILLE, VIRGINIA

Lisa A. Robertson
Chief Deputy City Attorney

By: _____
Maurice Jones, City Manager

LOCAL ENERGY ALLIANCE PROGRAM (LEAP)

By: _____

Title: _____

**A RESOLUTION APPROVING AN AMENDMENT TO THE NAME(S) OF LEE PARK
and JACKSON PARK CHANGING THE NAME OF THE PARK(S) TO
EMANCIPATION PARK and JUSTICE PARK**

WHEREAS City Council voted on February 6, 2017, to remove the statue of Robert E. Lee from the park currently known as Lee Park, and to change the name of the park; and

WHEREAS City Council instructed staff to analyze options to carry out this decision, and to present them for the April 17, 2017, meeting of City Council; and

WHEREAS City Council has received updates and recommendations from the Historic Resources Committee, Community Members via survey, and in collaboration with a variety of stakeholders;

NOW THEREFORE, BE IT RESOLVED that the City of Charlottesville will change the name of Robert E. Lee Park to Emancipation Park, and will change the name of Jackson Park to Justice Park.