



CITY COUNCIL AGENDA
Tuesday, January 2, 2018

6:00 p.m. **Closed session as provided by Section 2.2-3712 of the Virginia Code**
NDS Conference Room (Boards & Commissions)

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

PLEDGE OF ALLEGIANCE
ROLL CALL

ORGANIZATIONAL MEETING Council Election of Mayor and Vice Mayor

**AWARDS/RECOGNITIONS &
ANNOUNCEMENTS**

CITY MANAGER RESPONSE TO MATTERS BY THE PUBLIC

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

- 1. CONSENT AGENDA*** (Items removed from consent agenda will be considered at the end of the regular agenda.)
- a. Minutes for December 18, 2017
 - b. APPROPRIATION: Insurance Settlement for Damaged Police Car – \$6,294.95 (2nd of 2 readings)
 - c. APPROPRIATION: Local Emergency Management Performance Grant (LEMPG) – \$7,500 (2nd of 2 readings)
 - d. APPROPRIATION: Appropriation of Funds to the Charlottesville Affordable Housing Fund as partial fulfillment of the Water Street Promenade PUD proffer – \$45,883.26 (1st of 2 readings)
 - e. APPROPRIATION: Housing Opportunities for People with AIDS/H.I.V. – \$213,012 (1st of 2 readings)
 - f. ORDINANCE: Conveyance of Portions of Cleveland Avenue Right of Way (Johnson Village, Phase 3) (2nd of 2 readings)

- 2. PUBLIC HEARING/
ORDINANCE*:** Proposed Amendments to City Code Chapter 18 – Permits for Special Event and Demonstrations (2nd of 2 readings) – **45 mins**

OTHER BUSINESS
MATTERS BY THE PUBLIC

GUIDELINES FOR PUBLIC COMMENT

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

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

Please follow these guidelines for public comment:

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

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



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

Background:

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

Discussion:

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

Alignment with City Council's Vision and Strategic Plan:

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

Community Engagement:

N/A

Budgetary Impact:

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

Recommendation:

Staff recommends appropriation of funds.

Alternatives:

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

Attachments:

Appropriation

APPROPRIATION

Insurance Settlement for Damaged Police Car

\$6,294.95

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

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

Revenue

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

Expenditures

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

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



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

Background:

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

Discussion:

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

Alignment with City Council's Vision and Strategic Plan:

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

Community Engagement:

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

Budgetary Impact:

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

Recommendation:

Staff recommends approval and appropriation of grant funds.

Alternatives:

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

Attachments:

Appropriation

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

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

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

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

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

Revenue – \$7,500

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

Expenditures - \$7,500

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

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

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



Agenda Date:	January 2, 2018
Action Required:	Approval of Appropriation
Staff Contacts:	Stacy Pethia, Housing Program Coordinator
Presenter:	Stacy Pethia, Housing Program Coordinator
Title:	Appropriation of Funds to the Charlottesville Affordable Housing Fund (CAHF) as partial fulfillment of the Water Street Promenade PUD proffer - \$45,883.26

Background:

The City has received funds that need to be appropriated.

Riverbend Development Inc. is subject to a proffer dated January 28, 2014, related to the rezoning of the property now associated with the Water Street Promenade PUD (Tax Map Parcel 570157A00). This proffer requires that \$100,000 be paid to the Charlottesville Affordable Housing Fund. Payments satisfying the proffer are to be made in twenty-four installments paid simultaneously with payment of the fee(s) for issuance of building permit, for each of the first twenty-four (24) dwelling units constructed on the site. The amount of \$45,883.26, received on December 12, 2017, represents the proffer payments for the first eleven building permits issued.

Discussion:

The proffer payment received from Riverbend Development Inc. will need to be appropriated to the Charlottesville Affordable Housing Fund (CAHF). The remaining proffer balance of \$54,116.74 will be paid in full at the time the 24th building permit is issued.

Community Engagement:

There has been no direct community engagement on this issue, as the payment received from Riverbend Development Inc. was made to satisfy the requirements of the January 28, 2014 proffer.

Alignment with City Council Vision and Strategic Plan:

Approval of this item aligns with the City Council Vision of ‘Quality Housing for All’ and with the Strategic Plan Objective 1.3 to “Increase affordable housing options.”

Budgetary Impact:

The proffer payment from Riverbend Development Inc. will increase the amount of available CAHF funds to \$118,769.81.

CAHF Balance as of 12/14/2017	\$ 72,886.55
Water Street Promenade Partial Proffer Payment	\$ 45,883.26
CAHF Balance after appropriation	\$118,769.81

Recommendation

Staff recommends approval of the appropriation as outlined herein.

Alternatives:

There are no alternatives.

Attachments:

Proffer Statement dated January 28, 2014

APPROPRIATION
Charlottesville Affordable Housing Fund (CAHF)
Water Street Promenade Proffer Partial Payment
\$45,883.26

WHEREAS, the City of Charlottesville has received payment from Riverbend Development Inc. as required by the Statement of Final Proffer Conditions for the Water Street Promenade PUD Rezoning;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$45,883.26 be received as payment from Riverbend Development Inc., to be appropriated as follows:

Revenues:

\$45,883.26	Fund: 426	Project: CP-084	G/L Code: 451020
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Expenditures:

\$45,883.26	Fund: 426	Project: CP-084	G/L Code: 599999
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Water Street Promenade

BEFORE THE CITY COUNCIL OF THE CITY OF CHARLOTTESVILLE, VIRGINIA
IN RE: PETITION FOR REZONING (City Application No. _____)
STATEMENT OF FINAL PROFFER CONDITIONS
For the WATER STREET PROMENADE PUD
Dated as of January 28, 2014

TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF CHARLOTTESVILLE:

The undersigned is the owner of land identified as City of Charlottesville tax map parcel 570157A00, containing 2.16 acres, which is subject to the above-referenced rezoning petition (the "Subject Property"). The Owner/Applicant seeks to amend the current zoning of the Subject Property subject to certain voluntary development conditions set forth below. In connection with this rezoning application, the Owner/Applicant seeks approval of a PUD as set forth within a PUD Development Plan entitled "Water Street Promenade PUD Application Plan" dated January 22, 2014 (the "PUD Development Plan").

The Owner/Applicant hereby proffers and agrees that if the Subject Property is rezoned as requested, the rezoning will be subject to, and the Owner will abide by, the approved PUD Development Plan as well as the following conditions:

1. The owner/applicant shall hereby make a cash contribution of One Hundred Thousand Dollars (\$100,000.00) to the City's affordable housing fund (the "Affordable Housing Contribution"). One twenty-fourth (1/24th) of the Affordable Housing Contribution shall be paid to the City simultaneously with payment of the fee(s) for issuance of a building permit, for each of the first twenty-four (24) dwelling units to be constructed on the Subject Property.

WHEREFORE, the undersigned Owner stipulates and agrees that the use and development of the Subject Property shall be in conformity with the conditions hereinabove stated, and requests that the Subject Property be rezoned as requested, in accordance with the Zoning Ordinance of the City of Charlottesville.

Respectfully submitted this 28th day of January, 2014.

By: Alan Taylor

Print Name: Alan Taylor
Owner

Owner's Address: 321 E. Main
Charlottesville, VA 22902

By: Alan Taylor

Print Name: Alan Taylor
Applicant

Applicant's Address: 321 E. Main
Charlottesville, VA 22902

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	January 2, 2018
Action Required:	Approval and Appropriation
Presenter:	Kaki Dimock, Director, Human Services
Staff Contacts:	Kaki Dimock, Director, Human Services
Title:	Housing Opportunities for People with AIDS/H.I.V. (H.O.P.W.A.): \$213,012

Background:

The Department of Human Services in coordination with the Thomas Jefferson Area Coalition for the Homeless (T.J.A.C.H.) and the Service Provider Council (S.P.C.), applied for and received a grant from the Virginia Department of Housing and Community Development. The Housing Opportunities for People with AIDS/H.I.V. (H.O.P.W.A.) award is \$213,012 and is a renewal contract for the program from Housing and Urban Development (H.U.D.) for October 1, 2017 – June 30, 2018.

Discussion:

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

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

HMIS collaboration provides real-time monitoring of the needs and progress of individuals and households facing homelessness. Collaborative use of H.M.I.S. among T.J.A.C.H. C.o.C. Service Providers expedites communication and reduces the need to interface disparate documentation systems.

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

Community Engagement:

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

Alignment with City Council's Vision and Strategic Plan:

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

Budgetary Impact:

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

Recommendation:

Staff recommends approval and appropriation of grant funds.

Alternatives:

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

Attachments:

Appropriation; Sub Grant agreement and amendment

APPROPRIATION
H.O.P.W.A. Grant \$213,012

WHEREAS, The City of Charlottesville, through the Department of Human Services, has received the H.O.P.W.A. Grant from the Virginia Department of Housing and Community Development in the amount of \$213,012;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the sum of \$213,012 is hereby appropriated in the following manner:

Revenues

\$213,012 Fund: 209 IO: 1900295 (H.O.P.W.A.) G/L: 430120 Federal Pass-Thru State

Expenditures

\$213,012 Fund: 209 IO: 1900295 (H.O.P.W.A.) G/L: 530550 Contracted Services

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon receipt of \$213,012 in funds from the Virginia Department of Housing and Community Development.

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

**HOPWA Project 18-HW-303
(October 01, 2017 to June 30, 2018)**

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

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

The Sub-grant is comprised of an allocation from the United States Department of Housing and Urban Development (HUD) authorized under the Housing Opportunities for Persons With AIDS Grant for federal fiscal year 2017; the federal grant number is VAH17F999 and the Catalog of Federal Domestic Assistance (CFDA) number is 14.241. The Sub-grant is subject to the following terms (as they from time to time may be amended): AIDS Housing Opportunity Act, 42 USC Sec. 12901 et. seq. (the Act); the Housing Opportunities for Persons With AIDS (HOPWA) program rule, 24 CFR 50 and 574 as amended; and the Consolidated Plan rule, 24 CFR 91 as amended; all of which are incorporated herein as part of this Agreement. The Sub-grant is subject to the terms, guidelines and regulations set forth in the 2016-2018 Virginia Homeless Solutions Program Guidelines document including Appendix A – Housing Opportunities for Persons With AIDS (HOPWA) Program Guidelines, any subsequent amendments, the CoC/LPG proposal as amended through negotiations with DHCD, the DHCD approved Sub-grantee budget, which are incorporated by reference as part of this Agreement, the laws of the Commonwealth of Virginia and federal law.

I. Scope of Services

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

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

I. Conditions

A. Service Provision

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

B. Disbursement of Funds

DHCD agrees to provide **\$213,012** to the Sub-grantee to undertake the approved project activities described in the Sub-grantee Virginia Homeless Solutions Program application for the July 1, 2016 through June 30, 2018 program years. The Sub-grantee must submit, for approval by DHCD, a program budget for the 2017-2018 allocation. Funds must be expended per the approved budget. The Sub-grantee agrees to provide HOPWA funds to non-entitlement localities and to coordinate the provision of services with other HOPWA project sponsors.

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

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

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

C. Reporting

Sub-grantees must submit the following reports:

Year End Report

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

D. Continuum of Care Participation

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

E. Accounting

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

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

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

F. DHCD Notification

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

G. Audit

All grantees, sub-grantees, CHDOs, and sub-recipients, localities, developers, or any other organizations that receive funding during a specific program year are required to submit one of the following financial documents: Financial Statement**, Reviewed Financial Statement prepared by an independent Certified Public Accountant (CPA), Audited Financial Statement prepared by an independent CPA or an 2 CFR 200 Subpart F Audit (Single Audit) prepared by an independent CPA. Please see the table below to determine which document your organization is required to submit.

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

Threshold Requirement	Document
Total annual expenditures \leq \$100,000 – regardless of source	Financial Statement prepared by organizations**
Total annual expenditure between \$100,001 and \$300,000 – regardless of source	Reviewed Financial Statement prepared by an Independent Certified Public Accountant (CPA)
Total annual expenditures $>$ \$300,000 – regardless of source	Audited Financial Statement prepared by an Independent CPA
Federal expenditures \geq \$750,000	2 CFR 200 Subpart F Audit - prepared by an Independent CPA

**Does not require preparation by a CPA

Entities shall file the required financial document in the Centralized Application and Management System (CAMS) within nine (9) months after the end of their fiscal year or 30 (thirty) days after it has been accepted (Reviewed Financial Statement, Audited Financial Statement, and 2 CFR 200 Subpart FAudit only) - whichever comes first.

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

H. Compliance

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

I. Maintenance of Records

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

J. Costs Incurred Prior To Grant Agreement Execution

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

K. Expenditure Review

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

L. Termination, Suspension, Conditions

This Sub-grantee Agreement shall remain in effect from the date of the signing of the grant agreement until June 30, 2018. Either party shall have the right to cancel this agreement for any reason with a 30 days written notice.

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

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

M. Subsequent Contracts

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

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

N. Default

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

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

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

O. Conflict of Interest

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

Individuals (employees, agents, consultants, officers, or elected or appointed officials of the sub-grantee) may not both participate in decision-making related to determining eligibility and receive any financial benefit. This financial benefit may not be received by the specific individual, any member of his/her immediate family or a business interest. The restriction applies throughout tenure in the position and for a one-year period following tenure.

P. Religious Influence

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

III. Additional Assurances

A. Sub-grantee will give the Virginia Department of Housing and Community Development, the Comptroller, HUD and any other authorized state or federal representatives access to and the right to examine all records, books, papers, or documents related to the Grant.

B. In accordance with federal law, sub-grantee will provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin, in any phases of employment or in any phase of service delivery.

IV. Additional Certifications:

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

(a) Freedom of Information Act (5 U.S.C 552) and Virginia Freedom of Information Act;

(b) Virginia Fair Employment Contracting Act;

(c) Fair Housing Act (42 U.S.C. 3601-20), and implementing measures under:
- 24 CFR 100 (discriminatory conduct under Fair Housing Act);
- Executive Order 11063 and regulations at 24 CFR 107 (preventing discrimination on basis of race, color, creed, or national origin);
- 24 CFR Part 8 (prohibiting discrimination against handicapped individuals);
- Title VIII of Civil Rights Act of 1968 as amended (prohibiting discrimination based on race, color, national origin, religion, sex, familial status [including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18], and disability)

(d) Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at:

- 24 CFR 146 (nondiscrimination on basis of age in HUD programs);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);

(e) 24 CFR 574.320 (Federal rent standards for rental assistance, requiring rents to be charged no greater than appropriate Fair Market Rent levels);

(f) 24 CFR Part 35 (Federal lead-based paint provisions, requiring visual inspections and stabilization of paint before commencement of occupancy);

(g) Adhere to Executive Orders 11625, 12432, and 12138, that the Sub-grantee must make efforts to encourage participation of minority and women-owned business enterprises in connection with funded activities;

- Encourage participation of locally-owned enterprises in connection with funded activities;

(h) Assist in carrying out 24 CFR 58 and 58.5 (National Environmental Policy Act [NEPA] of 1069 and other provisions of federal law)

(i) McKinney-Vento Homeless Assistance Program Regulations;

(j) Anti-lobbying Certification;

(k) Drug Free Workplace.

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

Virginia Department of Housing and Community Development

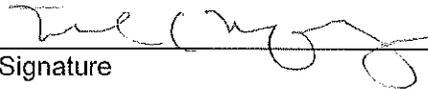


Pamela G. Kestner, Deputy Director

December 1, 2017

Date

City of Charlottesville



Signature

Michael C. Murphy
Name (printed or typed)

Assistant City Manager
Title

12/13/17
Date

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



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

Background:

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

Discussion:

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

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

Alignment with City Council's Vision and Strategic Plan:

Not applicable.

Community Engagement:

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

Budgetary Impact:

None.

Recommendation:

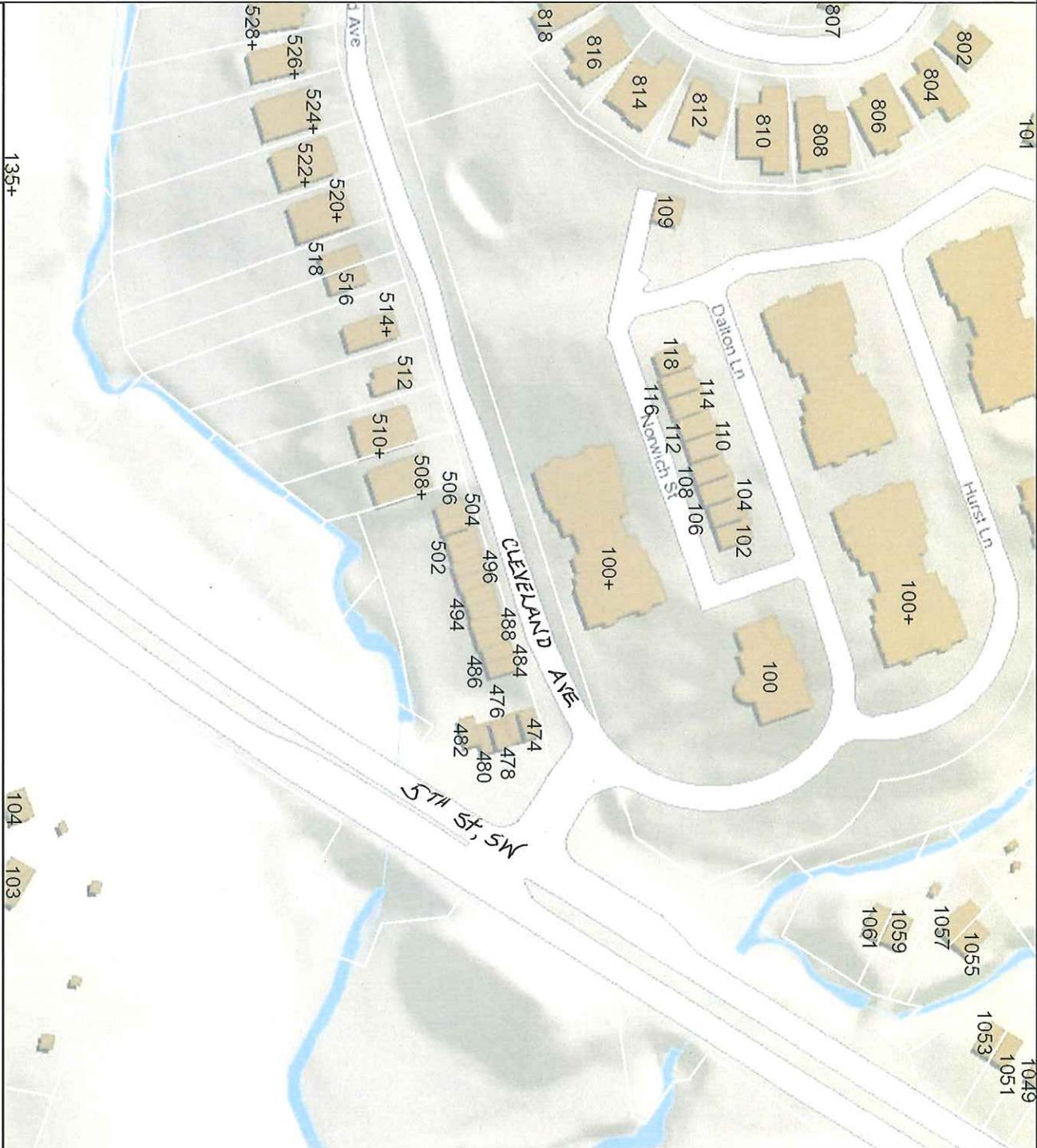
Approval of the Ordinance authorizing the Mayor to sign the Deed of Exchange.

Attachments:

GIS Map
Proposed Ordinance
Deed of Exchange and Plat

Legend

- Parcels
- Addresses



Feet



Title:

Date: 11/29/2017

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



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

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

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

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

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

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

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

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

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

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

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS the following signatures and seals:

CITY OF CHARLOTTESVILLE, VIRGINIA

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

COMMONWEALTH OF VIRGINIA

City of Charlottesville, to-wit:

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

Notary Public

Registration #: _____

My commission expires: _____

FIFTH STREET ASSOCIATES, LLC

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

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

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

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

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

My commission expires: _____.

Notary Public

My Registration No.: _____

TRUSTEE:

_____(SEAL)
HARRISON C. SMITH, TRUSTEE

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

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

My commission expires: _____

Notary Public

My Registration No.: _____

LENDER:

PNC BANK, NATIONAL ASSOCIATION,
A national banking association

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

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

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

My commission expires: _____

Notary Public

My Registration No.: _____

EXHIBIT A
PLAT TO BE ATTACHED

34905527_2

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APPROVAL

CHAIRMAN, CITY OF CHARLOTTESVILLE PLANNING COMMISSION _____ DATE _____

SECRETARY, CITY OF CHARLOTTESVILLE PLANNING COMMISSION _____ DATE _____

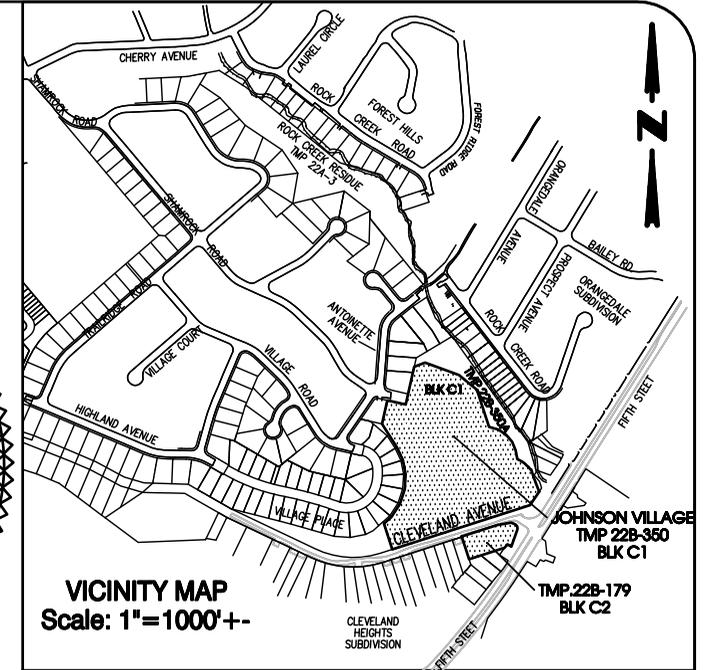
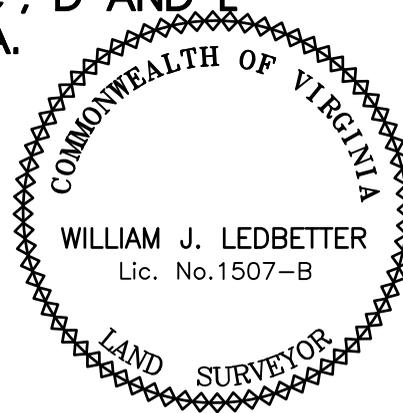
**PLAT SHOWING
CLEVELAND AVENUE RIGHT OF WAY DEDICATION
AND RIGHT OF WAY VACATION
TAX MAP 22B PARCEL 179 AND
TAX MAP 22B PARCEL 350
CONSISTING OF AREAS 'A', 'B', 'C', 'D' AND 'E'
CHARLOTTESVILLE, VA.**

NOTARY PUBLIC

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

THIS _____ DAY OF _____, 20____

My Commission Expires _____, _____



OWNERS APPROVAL

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

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

LEGAL REFERENCE:

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

FLOOD ZONE:

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

OWNER

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

SOURCE OF TITLE

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

ACREAGE SUMMARIES

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

PLATS OF RECORD

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

NOTES:

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

ROUDABUSH, GALE & ASSOCIATES, INC.

ENGINEERS, SURVEYORS AND LAND PLANNERS



A PROFESSIONAL CORPORATION
SERVING VIRGINIA SINCE 1956



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

OCTOBER 19, 2017

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

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

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

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

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

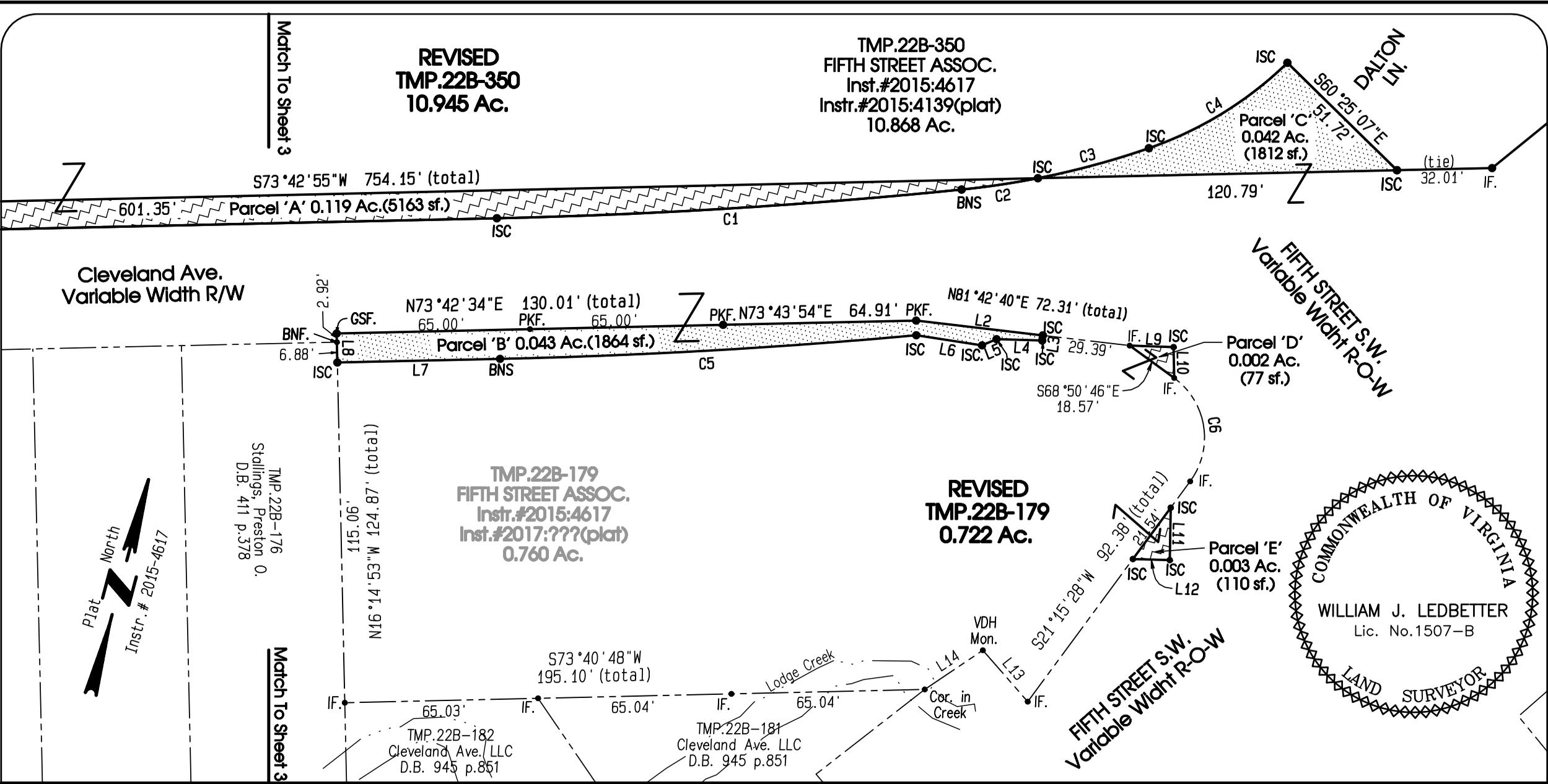
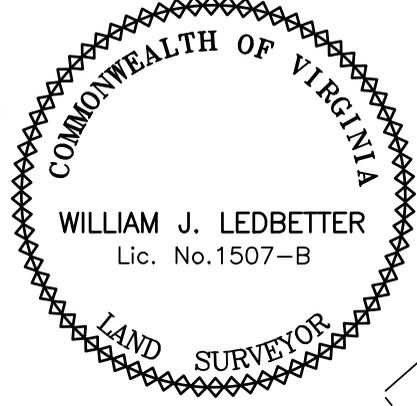
**TMP.22B-179
FIFTH STREET ASSOC.
Inst.#2015:4617
Instr.#2017:???(plat)
0.722 Ac.**

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

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

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

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



ROUDABUSH, GALE & ASSOCIATES, INC.

ENGINEERS, SURVEYORS AND LAND PLANNERS



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PHONE 434-977-0205 - FAX 434-296-5220 - EMAIL INFO@ROUDABUSH.COM

SCALE 1" = 40'



SCALE IN FEET

OCTOBER 19, 2017

SCALE: 1" = 40'

SHEET 2 of 3

FILE: 8081

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

N16°17'04"W
 141.49' (tie IF.)
 ISC

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

Match To Sheet 2

REVISED
 TMP.22B-350
 10.945 Ac.

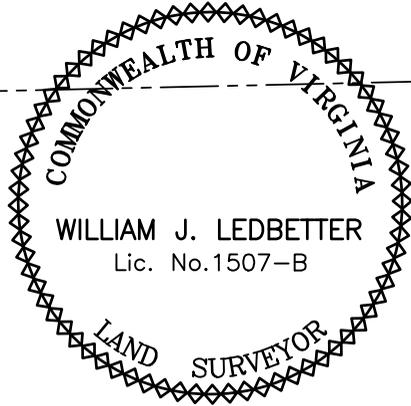
S73°42'55"W 754.15' (total)

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

N73°42'56"E 419.14'

Cleveland Ave.
 Variable Width R/W

N73°42'34"E 130.01' (total)
 65.00' PKF. 65.00'
 Parcel 'B' 0.043 Ac.(1864 sf.)
 BNF. 2.92'
 GSF.
 6.88' ISC L7 BNS

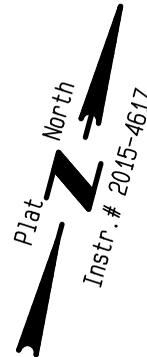


R/W LINE TABLE

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

R/W CURVE TABLE

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



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

Match To Sheet 2

N16°14'53"W 124.87' (total)
 115.06'

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

S73°40'48"W
 195.10' (total)

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

ROUDABUSH, GALE & ASSOCIATES, INC.

ENGINEERS, SURVEYORS AND LAND PLANNERS

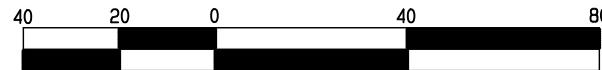


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SCALE 1" = 40'



SCALE IN FEET

OCTOBER 19, 2017

SCALE: 1" = 40'

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



Agenda Date:	January 2, 2018
Actions Required:	Yes (Public Hearing and Second Reading of Chapter 18 Ordinance Amendments)
Staff Presenter:	Craig Brown, City Attorney
Staff Contacts:	Craig Brown, City Attorney Brian Daly, Director of Parks and Recreation
Re:	Proposed Amendments to City Code Chapter 18 – Permits for Special Event and Demonstrations

Background:

At the December 18, 2017 Council meeting City Council reviewed and commented on the recently adopted Standard Operating Procedure (“SOP”) entitled “Regulations for Special Events and Demonstrations on City Property”, and also moved and seconded proposed ordinance amendments to Chapter 18 (Parks and Recreation) of the City Code. Council directed that a public hearing be held before the second reading of the ordinance amendments, and that provision be made to allow the use of candles during a special event or demonstration.

Discussion:

As currently written the amendments to Chapter 18 (i) define “open burning and open fire” and “open flame”; (ii) classify “open fire” and “open flame” as prohibited items; and (iii) make the “holding, carrying, displaying or using any prohibited item” a Class IV misdemeanor. In accordance with Council’s suggestion, staff proposes the addition of the following language after the definitions of “open burning and open fire” and “open flame”:

Provided, however, that “open burning and open fire” and “open flame” shall not include handheld candles when used for ceremonial purposes, provided that they are not held or used in an intimidating, threatening, dangerous or harmful manner.

If Council adopts this proviso, or makes any other changes to the proposed ordinance amendments to Chapter 18, City staff will make corresponding changes to the SOP for Special Events and Demonstrations on City Property.

Community Engagement:

A public hearing has been scheduled to allow comment on the proposed ordinance amendments.

Budget Impact:

The proposed ordinance amendments will not impact the City budget.

Recommendation:

Staff recommends that City Council hold a public hearing and approve amendments to City Code Chapter 18.

Alternatives:

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

Attachments:

Council Memo from December 18, 2017
Proposed Amendments to Chapter 18
Regulations for Special Events and Demonstrations on City Property



CITY OF CHARLOTTESVILLE, VIRGINIA CITY COUNCIL AGENDA

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

Background:

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

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

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

Discussion:

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

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

Community Engagement:

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

Budget Impact:

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

Recommendation:

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

Alternatives:

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

Attachments:

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

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

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

ARTICLE III. PERMITS FOR SPECIAL EVENTS AND DEMONSTRATIONS

Sec. 18-21. Purpose.

The purposes of this Article are to:

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

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

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

Sec. 18-22. Definitions.

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

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

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

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

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

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

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

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

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

Sec. 18-23. Permit required.

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

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

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

Sec. 18-24. Insurance requirements.

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

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

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

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

Sec. 18-25. Violations and penalties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF CHARLOTTESVILLE
STANDARD OPERATING PROCEDURE



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

CITY OF CHARLOTTESVILLE
STANDARD OPERATING PROCEDURE

Regulations for Special Events and Demonstrations on City Property

1.0. PURPOSES

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

2.0. CITY DEPARTMENTS/ORGANIZATIONS AFFECTED

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

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

3.0. POLICY

3.1. Definitions

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

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

3.2. Permit Requirements

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

3.3. Permit Applications

In cases where a permit for an event is required:

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

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

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

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

3.4. Permit Processing.

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

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

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

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

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

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

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

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

- 3.4.7. **Notice of Decision.**

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

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

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

3.4.8. Permit revocation.

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

3.4.9. Appeals.

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

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

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

3.5.1. Excluded Areas and Prohibited Items.

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

3.5.2. Street Closings.

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

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

3.5.4. **Indemnification and Insurance.**

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

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

3.5.6. **Time of Day Restrictions.**

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

3.5.7. **Sound Amplification.**

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

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

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

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

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

3.5.8. Sales or Distribution of Merchandise/Information.

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

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

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

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

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

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

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

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

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

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

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

3.5.13. **Sanitation and Garbage.**

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

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

3.5.14. Electricity.

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

3.5.15. Fireworks Displays; Open Flame.

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

3.5.16. Public Safety Personnel.

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

- 1. General Requirements.

- (A) Minimum Required Security Officers:

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

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

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

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

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

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

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

3.5.17. Facilities Charges.

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

3.5.18. Carnivals, Circuses and Parades.

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

3.5.19. Other Conditions and Limits.

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

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

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

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

3.7.1. City Market.

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

3.7.2. Dogwood Festival Events.

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

3.7.3. July 4th Fireworks Events.

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

3.7.4. **First Night.**

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

3.7.5. **Festival of the Photograph.**

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

3.7.6. **Virginia Film Festival.**

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

3.7.7. **Fridays After Five.**

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

APPROVED: _____
City Manager

DATE: _____

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

APPENDIX A¹

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

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

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

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

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

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

3. Cleanup Fee

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

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

- Deposits due with application

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

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

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