



**CITY COUNCIL AGENDA  
Monday, October 15, 2018**

**5:30 p.m.**

**Closed session as provided by Section 2.2-3712 of the Virginia Code**  
*Second Floor Conference Room (Boards & Commissions; Legal Consultation; Contract Discussions; Personnel)*

**6:30 p.m.**

**Regular Meeting - CALL TO ORDER**  
*Council Chambers*

**PLEDGE OF ALLEGIANCE  
ROLL CALL  
ANNOUNCEMENTS  
PROCLAMATIONS**

May Belle Kenney (Oldest Westhaven Resident)

**1. CONSENT AGENDA\***

(Items removed from consent agenda will be considered at the end of the regular agenda)

- a. Minutes of Council Meetings – October 1, October 3, October 4, October 8 and October 11, 2018
- b. APPROPRIATION: VDOT Primary Extension Paving Project Funds - \$31,441 (2<sup>nd</sup> of 2 readings)
- c. APPROPRIATION: Insurance Reimbursement for Fire Truck Settlement - \$89,369.91 (2<sup>nd</sup> of 2 readings)
- d. APPROPRIATION: Funding for Westhaven Clinic Coordinator Position - \$85,000 (1<sup>st</sup> of 2 readings)
- e. RESOLUTION: Funding Agreement between Senior Center at Belvedere and City (1<sup>st</sup> of 1 reading)
- f. RESOLUTION: Approve Permit Parking in 600 Block of Hinton Ave (1<sup>st</sup> of 1 reading)
- g. ORDINANCE: Zoning Text Amendments Requiring Temporary Use Permits for Temporary Surface Parking Facilities and Temporary Construction Yards (2<sup>nd</sup> of 2 readings)
- h. ORDINANCE: Quitclaim Gas Easement to VDOT in Riverside Village Subdivision (1<sup>st</sup> of 2 readings)

**CITY MANAGER RESPONSE TO COMMUNITY MATTERS (FROM PREVIOUS MEETINGS)**

**COMMUNITY MATTERS**

Public comment is provided for up to 16 speakers at the beginning of the meeting (limit 3 minutes per speaker.) Pre-registration is available for up to 8 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.

**2. PUBLIC HEARING /  
ORDINANCE\*:**

Acceptance of Bids for License Agreement (40 years) for Small Cell Wireless Facilities (1<sup>st</sup> of 2 readings)

**3. RESOLUTION\*:**

Approval of Updated Standards of Design Manual (1<sup>st</sup> of 1 reading)

**4. RESOLUTION\*:**

Piedmont Housing Alliance Community Wealth-Building Program - \$75,000 (1<sup>st</sup> of 1 reading)

**5. RESOLUTION\*:**

Food Equity Initiative Transfer of Funds - \$65,000 (1<sup>st</sup> of 1 reading)

**6. ORDINANCE\*:**

Rezone 1206 Carlton Ave from R-2 Two-family Residential to R-3 Multi-family Residential (2<sup>nd</sup> of 2 readings)

**7. REPORT:**

Participatory Budgeting

**8. REPORT:**

Social Services Advisory Board Annual Update

**OTHER BUSINESS  
MATTERS BY THE PUBLIC**

\*ACTION NEEDED

## 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 public comment.**

**Please follow these guidelines for public comment:**

- Each speaker has **3 minutes** to speak. Please give your name and place of residence before beginning your remarks.
- Please **do not interrupt speakers**, whether or not you agree with them. **Speaking from the audience is not permitted** without first being recognized by the Chair.
- Please **refrain from using obscenities**.
- 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.
- If you cannot follow these guidelines, you will be asked to leave City Council Chambers and will not be permitted to re-enter.

**NOTICE OF SPECIAL MEETING**

A SPECIAL MEETING OF THE CHARLOTTESVILLE CITY COUNCIL WILL BE HELD ON Monday, October 1, 2018, AT 4:30 p.m. IN THE Second Floor Conference Room, 605 E. Main Street.

THE PROPOSED AGENDA IS AS FOLLOWS:

Closed session as provided by Section 2.2-3712 of the Virginia Code

BY ORDER OF THE MAYOR

BY Brian Wheeler

**SECOND FLOOR CONFERENCE ROOM –October 1, 2018**

Council met in closed session on this date with the following members present: Ms. Walker; Ms. Hill; and Ms. Galvin. Mr. Signer arrived at 4:34 p.m. and Dr. Bellamy arrived at 4:37 p.m.

Ms. Walker called the meeting to order at 4:33 p.m.

On motion by Ms. Hill, seconded by Ms. Galvin, Council voted (Ayes: Ms. Walker; Ms. Hill; and Ms. Galvin. Noes: None. Absent: Dr. Bellamy; and Mr. Signer.) to meet in closed session as authorized by Va. Code sec. 2.2-3712, specifically: Virginia Code Section 2.2-3711(A)(1) for the purpose of discussion of the consideration of prospective candidates to serve as appointees to the Charlottesville Planning Commission, the Jefferson-Madison Regional Library, the Charlottesville Human Rights Commission, the Rivanna River Basin Commission, the Piedmont Virginia Community College Board, and the Charlottesville Sister Cities Commission ; and as authorized by Virginia Code Section 2.2-3711(A)(29) to discuss a public contract involving the expenditure of public funds where the discussion in open session would adversely affect the negotiating strategy and bargaining position of the Charlottesville City Council, specifically the interviews of prospective City Manager search firms; and as authorized by Virginia Code Section 2.2-3711(A)(8) for consultation with legal counsel for specific legal advice pertaining to the Freedom of Information Act and Charlottesville City Charter regarding meeting minutes; and as authorized by Virginia Code Section 2.2-3711(A)(1) for discussion of the performance of the City Council Chief of Staff.

Ms. Walker made the following declaration: “Pursuant to Virginia Code Section 2.2-3115(H), I have filed a written declaration with the Clerk of Council stating that I am an employee of the Department of Parks and Recreation and I am able to fairly and objectively participate in the hiring of a City Manager.”

On motion by Ms. Hill, seconded by Ms. Galvin, Council certified by the following vote (Ayes: Ms. Walker; Ms. Hill; Dr. Bellamy; Ms. Galvin; Mr. Signer. Noes: None. Absent: None.) that to the best of each Council Member's knowledge, only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and

identified in the motion convening the closed session were heard, discussed or considered in the closed session.

Ms. Walker adjourned the meeting at 6:30 p.m.

## **COUNCIL CHAMBER - October 1, 2018**

### **CALL TO ORDER**

Ms. Walker called the meeting to order at 6:37 p.m.

### **ROLL CALL**

Council met in regular session on this date with the following members present: Dr. Bellamy, Ms. Hill, Ms. Walker, Mr. Signer, Ms. Galvin

### **ANNOUNCEMENTS**

Ms. Hill read an announcement from the City Voter Registration Office.

Dr. Bellamy asked for a moment of silence to recognize Quintus Brooks who lost his life in an automobile accident this morning.

Ms. Galvin read an announcement from the Office of Economic Development.

### **PROCLAMATIONS**

Ms. Galvin read a proclamation related to A Day Without Water being observed October 10, 2018.

Ms. Walker read a proclamation related to domestic violence and declared October 2018 as Domestic Violence Awareness month.

### **BOARDS AND COMMISSIONS**

On motion by Ms. Hill, seconded by Ms. Galvin, Council approved the following appointments: to the Human Rights Commission: Olivia Patton; to the Jefferson Madison Regional Library Board: Lisa Woolfork; to the Planning Commission: Taneaia Dowell, Gary Heaton, Jody Lahendro, Rory Stolzenberg; to the PVCC Board: M. Gaston; to the Rivanna River Basin Commission: Heather Hill; to the Sister City Commission: Douglas Moseley. The motion passed. (Ayes: Dr. Bellamy, Ms. Galvin, Ms. Hill, Mr. Signer, Ms. Walker; Noes: None)

### **CONSENT AGENDA**

Mr. Louis Schultz shared concerns about Council minutes and the appointment this evening of Mr. Brian Wheeler to Interim Clerk of Council. He called for greater transparency by Council in the holding of its meetings.

Ms. Walker responded that Mr. Wheeler did not intend to apply for the Clerk of Council position and she said several staff were helping with the transition period while Council hires a new Clerk. Ms. Walker said City Attorney John Blair was working to ensure meeting minutes were completed and published online.

Mr. Shultz asked if Mr. Blair could address why former City Manager Maurice Jones had a loan forgiven.

Mr. Blair responded that Mr. Jones' contract called for a repayment of the balance of a loan if his contract was terminated. There was a resolution by Council on July 2, 2018 that approved an alternative arrangement for Mr. Jones' exit from City employment and based upon that the \$80,000 loan was forgiven based on the contract from 2015.

Ms. Walker told Mr. Shultz that the update provided by Mr. Blair was the only information that would be shared at this time.

Ms. Walker asked Mr. Wheeler to read the Consent Agenda.

**a. Minutes for September 17, 2018 Council meeting**  
[Minutes for September 17, 2018 Council meeting](#)

**b. APPROPRIATION: Appropriation of VML Insurance Programs (VMLIP) Grant - \$2,000 (2nd reading)**  
[Appropriation of VML Insurance Programs \(VMLIP\) Grant - \\$2,000 \(2nd reading\)](#)

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that \$2,000 from VMLIP is to be appropriated in the following manner:

**Revenues - \$2,000**

Fund: 105      Cost Center: 2443001000      G/L Account: 451022

**Expenditures - \$2,000**

Fund: 105      Cost Center: 2443001000      G/L Account: 530210

**c. APPROPRIATION: 2017 Edward Byrne Memorial Justice Assistance Grant - \$25,033 (2nd reading)**  
[Edward Byrne Memorial Justice Assistance Grant](#)

**WHEREAS**, the City of Charlottesville, through the Police Department, has received the U.S. Department of Justice, Office of Justice Programs' Bureau of Justice Assistance 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$25,033 to be used for approved law enforcement equipment.

**WHEREAS**, the grant award covers the period from period October 1, 2016 through September 30, 2020

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the sum of \$25,033, received from the U.S. Department of Justice, Office of Justice Programs' Bureau of Justice Assistance, is hereby appropriated in the following manner:

**Revenue \$ 25,033**

Fund: 211                      I/O: 1900314                      G/L: 431110 Federal Grants

**Expenditure \$ 25,033**

Fund: 211                      I/O: 1900314                      G/L: 520060 Uniforms and Clothing

**BE IT FURTHER RESOLVED**, that this appropriation is conditioned upon the receipt of \$25,033 from the U.S. Department of Justice, Office of Justice Programs' Bureau of Justice Assistance.

**d.      APPROPRIATION: Victim Witness Assistance Program Grant \$257,024 (2nd reading)**

[Victim Witness Assistance Program Grant](#)

**WHEREAS**, The City of Charlottesville, through the Commonwealth Attorney's Office, has received an increase in the Victim Witness Program Grant from the Virginia Department of Criminal Justice Services in the amount of \$224,024; and **WHEREAS**, the City is providing a supplement in the amount of \$33,000, the source of which is the Commonwealth's Attorney's operating budget;

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that the sum of \$224,024 is hereby appropriated in the following manner:

**Revenues**

\$ 56,006      Fund: 209 Cost Center: 1414001000 G/L Account: 430110

\$168,018      Fund: 209 Cost Center: 1414001000 G/L Account: 430120

\$ 33,000      Fund: 209 Cost Center: 1414001000 G/L Account: 498010

**Expenditures**

\$243,000      Fund: 209 Cost Center: 1414001000 G/L Account: 519999

\$ 14,024      Fund: 209 Cost Center: 1414001000 G/L Account: 599999

**Transfer \$**

33,000      Fund: 105 Cost Center: 1401001000 G/L Account: 561209

**BE IT FURTHER RESOLVED**, that this appropriation is conditioned upon the receipt of \$224,024 from the Virginia Department of Criminal Justice Services.

**e. APPROPRIATION: FY 2019 Transit Grant Funds - \$707,657.64 (2nd reading)**  
[2019 Transit Grant Funds](#)

**WHEREAS**, a Federal Operating Grant of \$1,605,573 and State Operating Grant of \$1,947,527 have been awarded to the City of Charlottesville, the combined amounts of operating grants are \$274,402 more than previously budgeted; and

**WHEREAS**, a Federal Grant has been awarded to JAUNT in the amount of \$534,025 and these funds must pass through the City of Charlottesville; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that the following is hereby appropriated in the following manner, contingent upon receipt of the grant funds:

**Revenue (Operating)**

\$225,125 Fund: 245 Cost Center: 2801003000 G/L: 430080 State Assistance  
 \$49,277 Fund: 245 Cost Center: 2801003000 G/L: 431010 Federal Assistance

**Expenditures (Operating)**

\$274,402 Fund: 245 Cost Center: 2801003000 G/L: 599999 Lump Sum

**Revenue (JAUNT)**

\$534,025 Fund: 245 Cost Center: 2821002000 G/L: 431010 Fed Assistance

**Expenditures (JAUNT)**

\$534,025 Fund: 245 Cost Center: 2821002000 G/L: 540365 JAUNT Payment

**Revenue (Capital)**

(\$18,400) Fund: 245 Cost Center: 2804001000 G/L: 430110 St Grants  
 (\$92,000) Fund: 245 Cost Center: 2804001000 G/L: 431110 Fed Grants  
 \$9,630.64 Fund: 245 Cost Center: 2804001000 G/L: 435990 Warehouse Sales

**Expenditures (Capital)**

(\$100,769.36) Fund: 245 Cost Center: 2804001000 G/L: 541040 Acq. Com-Veh.

**BE IT FURTHER RESOLVED**, that this appropriation is conditioned upon the receipt of \$1,947,527 from the Virginia Department of Rail and Public Transportation and \$2,139,598 from the Federal Transit Administration.

**f. APPROPRIATION: Virginia Housing Solutions Program Grant Award - \$484,785**  
**(2nd reading)**  
[Virginia Housing Solutions Program Grant](#)

**WHEREAS**, The City of Charlottesville, through the Department of Human Services, has received the V. H. S. P. Grant from the Virginia Department of Housing and Community Development in the amount of \$484,785;

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that the sum of \$484,785 is hereby appropriated in the following manner:

**Revenues**

\$375,405 Fund: 209 IO: 1900313 G/L: 430110 State Grant  
 \$109,380 Fund: 209 IO: 1900313 G/L: 430120 Federal Pass-Thru State

**Expenditures**

\$484,785 Fund: 209 IO: 1900313 G/L: 530550 Contracted Services

**BE IT FURTHER RESOLVED**, that this appropriation is conditioned upon receipt of \$484,785 in funds from the Virginia Department of Housing and Community Development.

- g. APPROPRIATION: VDOT Primary Extension Paving Project Funds - \$31,441 (carried)**

[VDOT Primary Extension Paving Project](#)

- h. APPROPRIATION: Insurance Reimbursement for Fire Truck Settlement - \$89,369.91 (carried)**

[Insurance Reimbursement for Fire Truck Settlement](#)

- i. RESOLUTION: Transfer of Funds for Citywide Sign and Street Survey - \$142,500**

[Transfer of Funds for Citywide Sign and Street Survey](#)

**RESOLUTION**

**Transfer of Existing CIP Funding to Citywide Sign and Street Survey Project \$142,500**

**BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that \$142,500 in previously appropriated funding is hereby transferred in the following manner:

**Transfer From**

\$71,000	Fund: 427	WBS: P-00219	G/L Account: 599999
\$42,300	Fund: 426	WBS: SS-009	G/L Account: 599999
\$13,400	Fund: 426	WBS: SS-012	G/L Account: 599999
\$8,500	Fund: 426	WBS: P-00981	G/L Account: 599999
\$7,300	Fund: 426	WBS: CP-082	G/L Account: 599999

**Transfer To**

\$142,500	Fund: 426	WBS: P-00999	G/L Account: 599999
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**j. RESOLUTION: CIP Transfer from Fueling Station Projects for Fleet Shop Improvements - \$380,000**

[CIP Transfer from Fueling Station Projects for Fleet Shop Improvements](#)

**RESOLUTION Capital Funding Transfer from Fuel Station Projects for Fleet Shop Improvements \$380,000**

**WHEREAS**, the City of Charlottesville, is renovating the Fueling Stations at the 4th Street location and Avon Street locations and the entire amount of the previously appropriated funding will not be required for completion of the project;

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

Transfer From  
\$380,000      Fund: 426      WBS: P-00940      G/L Account: 599999

Transfer To  
\$380,000      Fund: 426      WBS: P-01001      G/L Account: 599999

**k. RESOLUTION: Approve Revised Role for Charlottesville Area Transit (CAT) Advisory Board**

[Approve Revised Role for Charlottesville Area Transit \(CAT\) Advisory Board](#)

**RESOLUTION TO AMEND THE CAT ADVISORY BOARD**

**l. RESOLUTION: Transfer of Funds from SIA Fund to Form Based Code Account - \$40,707**

[Transfer of Funds from SIA Fund to Form Based Code Account](#)

**RESOLUTION**

**Capital Fund Transfer from SIA Implementation to Form-Based Code \$40,707**

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that the additional funding for the Strategic Investment Area FormBased Code and housing strategy workshops is hereby transferred in the following manner:

Transfer From;  
\$40,707      Fund: 426      WBS: P-00818      G/L Account: 599999

Transfer To  
\$40,707      Fund: 426      WBS: P-00947      G/L Account: 599999

**m. RESOLUTION: Appointment of Interim Clerk of Council**  
[Appointment of Interim Clerk of Council](#)

**RESOLUTION APPOINTMENT OF INTERIM CLERK OF COUNCIL**

**BE IT RESOLVED** by the Council for the City of Charlottesville, Virginia, that Brian Wheeler, employed by the City of Charlottesville as the Director of Communications, is hereby appointed Interim Clerk of Council until a permanent Clerk of Council is appointed by this Council.

**n. ORDINANCE: Create Permit Parking Zone in Belmont (2nd reading)**

[Create Permit Parking Zone in Belmont](#)

**AN ORDINANCE TO AMEND AND REORDAIN SEC. 15-204 OF THE CODE OF THE CITY OF CHARLOTTESVILLE, 1990, AS AMENDED, TO ESTABLISH A NEW PERMIT PARKING ZONE IN THE BELMONT NEIGHBORHOOD**

Ms. Galvin asked for item k., the revised role for CAT advisory board, to be forwarded to the Regional Transit Partnership board.

On motion by Ms. Hill, seconded by Ms. Galvin, the Consent Agenda passed. (Ayes: Dr. Bellamy, Ms. Galvin, Ms. Hill, Mr. Signer, Ms. Walker; Noes: None)

**CITY MANAGER RESPONSE TO COMMUNITY MATTERS (FROM PREVIOUS MEETINGS)**

Mr. Murphy responded to items from previous meeting related to: 1) Carmelita Wood's concern about several transit routes, and transit staff followed up with her regarding changes to routes 4 & 6; 2) Rosia Parker's comments on reflectors on Eighth and West Main Street; 3) Tanesha Hudson's inquiry on Vinegar Hill and her request for information on tax receipts before and after urban renewal and he said staff are waiting to hear back from her; 4) Mr. Signer's question on use of funds by the Legal Aid Justice Center; 5) Ms. Galvin's question about a proposal for a flash-freeze facility that was being discussed as a concept in 2014 and Mr. Murphy said that project is not currently active; 6) Nancy Carpenter's question about our housing voucher program with the Charlottesville Redevelopment and Housing Authority and he said staff is awaiting a quarterly report but that he is not aware of anyone turning a voucher back in; 7) Myra Anderson's comments on Region 10 and Mr. Murphy met with Executive Director and Board Chair and discussed their willingness to engage in a conversation on the diversity of their staff. Mr. Murphy suggested Council could hear from Region 10 in their annual report or hold a work session on Behavioral Health issues.

Dr. Bellamy asked Mr. Murphy about Region 10's former Sankofa Center and funding challenges. Mr. Murphy said the challenge related to funding and utilization. Dr. Bellamy said there is an increasing desire by African-Americans to see other African-Americans for mental

health resources and he suggested using funds in the Council's Equity Package account to help reopen or otherwise get the initiative back up and running.

Ms. Galvin suggested this could be part of a future work session on Behavioral Health. Mr. Murphy said he would ask Ms. Sarah Brazelton to get that scheduled on the Council calendar.

Ms. Galvin commented on the CRHA vouchers topic.

Mr. Murphy responded to a question from Dr. Bellamy related to the unfinished Landmark Hotel on the Downtown Mall. He asked Mr. Blair to share his research on spot blight.

Mr. Blair shared his research and emphasized that there must be a structural deficiency that is a threat to public health, safety and welfare. The acquisition of the property via eminent domain would require a fair market value price.

Mr. Blair said that once blight is identified the property owner has to be given the opportunity to abate the blight. The City could also make repairs and place a tax lien on the property.

## **COMMUNITY MATTERS**

Mr. Jeff Fogel spoke about the Charlottesville Police Department and its procedures for handling complaints. He said the rules require the Internal Affairs officer to explain the justification of the findings and that that has not happened. On another matter, he said the department can no longer extract statistics from its database related to Stop and Frisk interactions. Mr. Fogel also expressed concern about the terms under which former Chief Al Thomas left the organization.

Ms. Galvin asked for staff to follow-up on data collection and Stop and Frisk data.

Mr. Larry Scott spoke about the housing situation. He said while renting is a very important housing option, that home ownership is very important. He said he has lived in a Habitat for Humanity home since 2004 and he described the stability it brought to his family. He thanked Council for its past support of Habitat and their consideration again this year.

Ms. Sally Duncan, an Albemarle County resident and UVA student, described the absence of streetlights on Grady Avenue and that she believes it is a significant public safety issue. She asked the City to prioritize lighting in the capital budget, change the approval procedures for streetlights, and to take other steps to work with UVA to fund and prioritize new street lighting.

Ms. Galvin said that she thought this was being addressed by the City and the University of Virginia with a lighting study. Mr. Murphy responded with a description of that program and the funding priorities. He said additional information will be brought back to Council in November 2018.

Dr. Bellamy said this would be a significant expenditure and he thinks UVA could be a partner in funding this initiative.

Ms. Mary Carey expressed concern about the possibility of the West2nd development being resurrected on the City Market lot. On the CRHA voucher program, she commented on the challenge of finding affordable housing in the city.

Mr. Garrett Trent ceded his time to Mr. Hunter who expressed the importance of home ownership.

Mr. Richard Tremblay spoke on behalf of the Habitat for Humanity Board of Directors and in support of the funding from the Charlottesville Affordable Housing Fund recommended later in the agenda to support Habitat.

Mr. Peter Krebs spoke on behalf of the Piedmont Environmental Council. He thanked City staff for getting the McIntire Pedestrian Bridge in place. He reminded the community of the upcoming Clark Elementary 5k race and he mentioned a Saturday walk from the Jefferson School to Monticello organized by the Charlottesville Clergy Collective. Later in October, he said the City schools will be hosting walk to school events. He also mentioned the PEC is working to have Mr. Charles Brown come to Charlottesville in November.

Ms. Katrina Turner brought to Council's attention the case of her son, which was handled by the Charlottesville Police Department. She asked for Council to follow-up on numerous issues related to her son's arrest. She said she wants to know why he was arrested. She asked for more information on the video recorded from the arrest which was mentioned by Chief RaShall Brackney in a recent letter to Ms. Turner.

Ms. Walker said she had shared an email with Ms. Turner with the information she had available on the matter.

Ms. Gloria Beard presented flowers to Ms. Walker and thanked her for her service.

Dr. Bellamy responded to Ms. Beard's comments on Crescent Halls and the work of the Charlottesville Redevelopment and Housing Authority's Redevelopment Committee. He said an RFP has been awarded to Riverbend Development and two sites have been identified for new housing developments.

Ms. Walker thanked the people that have worked on the public housing redevelopment initiative over the past decades.

Mr. Randy Rogers spoke representing the Jefferson Area Board for Aging and thanked the City for its support. He highlighted one initiative related to insurance counseling and that JABA is focusing on Medicare Open Enrollment.

Ms. Nancy Carpenter encouraged the community to learn about the history of Jackson P. Burley and Burley High School. She also commended the Hate Free Schools organization and

their work with both City and Albemarle County schools. Near her home, she said there is a concern about on street parking, which was recently moved up the street, and she said it is now creating a bottleneck when two cars are parked on opposite sides of the road. She encouraged Council to develop regional housing and funding strategies in its upcoming joint meeting with the Albemarle Board of Supervisors.

Ms. Rosia Parker shared concerns about the Charlottesville Police Department and Police Chief RaShall Brackney. She expressed concerns about the Sage Smith case. Ms. Parker also encouraged members of Council to spend a night in Westhaven.

Ms. Karen Katz shared concerns about issues in the Belmont-Carlton neighborhood, in particular in areas where residential homes come up next to business establishments. She said she wanted to know more about the process for grant funding and rezoning matters. She asked about the obligation developers and the City have to notify residents about changed services or new development. She said she is a new resident and wants to learn more about these issues and the role of the neighborhood associations.

Ms. Hill shared that with rezoning there are mailings to property owners within a certain radius, signs placed at the location and community meetings.

Ms. Galvin asked Mr. Murphy about the Neighborhood Leadership Institute, which was a program that used to be run by the City to help citizens learn how local government works. She asked Mr. Murphy for an update on what it would take to restore that educational program as part of the new community engagement effort with the Comprehensive Plan.

Mr. Murphy asked for clarification as to whether this is intended to expose residents to all departments and what they do versus a leadership program. Ms. Galvin said she didn't think those goals were mutually exclusive. She also said it was important for the City Manager to continue the quarterly meetings with Neighborhood Association Leaders. Mr. Murphy said those meetings continue to happen and the issues they raise continue to be evaluated and addressed by staff.

Mr. Signer said that neighborhood associations in Charlottesville vary greatly in their level of organization, structure, and frequency of meetings.

Mr. Walt Heineke expressed his support for survivors [of sexual assault]. On police Stop and Frisk data, he said there needs to be a response to Mr. Fogel's allegation that the data cannot be accessed. Mr. Heineke expressed his strong support for the City's affordable housing initiatives. He asked Council to make specific goals for the future. On community engagement and public input, he said it is not effective and it is a crisis Council needs to address.

Dr. Bellamy responded to Mr. Heineke and asked about the goal of 4,000 affordable housing units by 2023. He notes that the city is land-locked and that past goals of 15 percent affordable housing in the City have not been achievable for a variety of reasons.

Mr. Brad Slocum spoke about water security and global warming. Mr. Slocum shared his concern about global conflicts caused in part by drought and climate change. He encouraged Council to review carefully future water demand studies by the Rivanna Water and Sewer Authority.

Ms. Angeline Conn shared concerns about the challenges undocumented immigrants face in the community. She said minor offenses should not lead to someone being reported to ICE.

Dr. Bellamy said that driving without a license is not a question for the Jail Board but one for the Commonwealth Attorney. He said there is a separate initiative to help get these citizens other forms of identification. Mr. Murphy pointed out that other states allow undocumented citizens to get a driver's license, but Virginia is not one of those states. Mr. Murphy said this could be included in the Council's legislative packet for the General Assembly. Mr. Murphy said he wanted greater clarification on data from the Jail Board as to what people are actually being arrested for with respect to driving infractions.

Ms. Walker says she has some reservations about the initiative to create a local identification card.

Mr. Blair responds to Ms. Conn's past input on Sanctuary Cities. He noted there have been seven bills considered by the General Assembly and that the ones that have been passed by the House and Senate have been vetoed by Virginia Governors.

Ms. Walker called on Mr. Blair to respond to an earlier comment. He noted that there was a confidential settlement agreement that settled an employment dispute in December 2017 with the former Police Chief Alfred Thomas. He said the agreement included confidentiality terms on both parties.

The Mayor called for a 10 minute recess.

**PUBLIC HEARING / ORDINANCE\*: REZONING 1206 CARLTON AVENUE FROM R-2 TWO-FAMILY RESIDENTIAL TO R-3 MULTI-FAMILY RESIDENTIAL (carried)**

[Rezoning 1206 Carlton Avenue from R-2 Two-family Residential to R-3 Multi-family Residential](#)

Ms. Walker invited Missy Creasy to make a staff report. She said developer Justin Shimp has submitted a rezoning petition on behalf of the property owner and that he would like to make a presentation.

Ms. Creasy described the public hearing that was held before the Planning Commission in July which City Council was unable to attend, thus the second public hearing being held this evening.

Ms. Creasy shared the concerns from citizens that have been raised about the project and noted that the Planning Commission recommended denial of the rezoning.

Dr. Bellamy asked if the property is rezoned from R2 to R3 what the difference in number of units that could be built would be. Ms. Creasy said they can have two units on site now, with the rezoning and special use permit it could be up to six units.

Kelsey Schlein and Justin Shimp of Shimp Engineering made a presentation on behalf of the property owner to Council.

Ms. Schlein said the property if rezoned would go from two units by-right to six 2-bedroom units. She emphasized the goal of the project is to help the City offer a variety of housing types that include these smaller residences.

Ms. Schlein said the site would have one-way circulation of traffic into and out of the site and room for seven parking spaces.

Mr. Shimp said that it is hard to find parcels that can create housing at this level of affordability with adequate parking in the amount required by the ordinance. He said he supports building housing without the expectation of 2-3 parking spaces per unit.

Ms. Walker asked if the developers have spoken with the neighbors with respect to their concerns about the paving of the alley. Mr. Shimp said that he believes they have the right to improve the entire alley but that it is a decision that will be made with the final site plan.

Ms. Walker asked how long they will commit to keeping the affordable unit of housing affordable. Mr. Shimp responded they can commit to ten years. The proffer is as follows: "(i) affordable housing: one unit will be designated affordable and will rent at a rate set by HUD home rents, making the unit affordable to those with income of up to 80 percent AMI for a period of not more than 10 years." Ms. Walker asked if they would consider 60 percent AMI. Mr. Shimp said he would take that into consideration.

Ms. Galvin asked about other rezoning options such as R-2. Mr. Shimp said he thinks that R-2 would allow about four units.

Ms. Galvin asked about compliance with the 2013 Comprehensive Plan. She said R-3 zoning is not what was anticipated at this location, and asked why additional consideration wasn't given to R-2 zoning.

Ms. Walker opened the public hearing.

Mr. Frederick Schmidt shared a petition signed by him and his neighbors in opposition to the rezoning. Mr. Schmidt said that spillover parking would affect other residents and that there is an existing traffic congestion issue. He said the rezoning would be inconsistent with the Comprehensive Plan.

Mr. Rory Stolzenberg spoke in favor of the development. He said he believes neighborhoods across the city need to share the burden of additional density with developments of this type.

Having no further speakers, Ms. Walker closed the public hearing.

Mr. Blair advised Council that if they are comfortable having this on the next consent agenda they can make that recommendation, otherwise if Council doesn't want this on the consent agenda it would be on the agenda as a separate action item.

Dr. Bellamy expressed a preference for a 60 percent AMI level on the affordable unit.

Ms. Galvin said she sees this situation as being part of a breakdown in the development review process. She said the public is not privy to what is happening because a developer is coming up with his own plan without engaging the community and following the Comprehensive Plan. Ms. Galvin said the City's vision is out of sync with the zoning.

Mr. Signer said that the recent housing study indicated we need more supply. Housing is scarce and that increases costs. He said it is hard to get projects like this underway because there is a lag between the approval of a Comprehensive Plan and a new development coming forward.

Ms. Galvin noted that the nearby Riverbend Development project will add over 100 units to the area. She said this is a tragic condition where this development was not planned, it is reflective of the City's failure to do adequate long range planning.

Mr. Signer encouraged the public to watch how the City invests its own affordable housing funds. Most affordable housing will be built by private developers.

Dr. Bellamy shared what he thinks Ms. Galvin has made some good points about the lack of alignment with the Comprehensive Plan and the need for long range planning.

Ms. Hill said she visited the site earlier in the day and she thinks there will be significant traffic challenges.

Ms. Walker asked when the City will decide to plan long term? This is a project we say that is needed, that will provide housing, but that is largely not affordable. Why didn't we have this conversation related to Riverbend Development's Belmont project?

Ms. Galvin said the Riverbend project is by-right and no one on the Council today was on Council when the 2003 Comprehensive Plan was approved. She said if we allow the rezoning's on a piecemeal basis we are constantly undermining the community's will.

Ms. Walker said the community will need to have discussions about how it wants to grow in a more equitable way.



Council reached consensus to bring this back as a separate action item at the October 15, 2018 meeting.

**PUBLIC HEARING / ORDINANCE\*: Zoning Text Amendments - Requiring Temporary Use Permits for Temporary Surface Parking Facilities and Temporary Construction Yards (carried)**

[Zoning Text Amendments - Requiring Temporary Use Permits for Temporary Surface Parking Facilities and Temporary Construction Yards](#)

Ms. Missy Creasy, Neighborhood Development Services Assistant Director, presented the staff report related to Zoning Text Amendments for Temporary Use Permits for Temporary Surface Parking Facilities and Temporary Construction Yards.

Ms. Creasy said that screening of these uses has been a critical issue and topic of public feedback. She said language has been added to specify screening requirements using either landscaping, walls or fences.

Ms. Walker opened the public hearing and having no speakers, closed the public hearing. .

Ms. Galvin said she would support this being on the next meeting's consent agenda and Dr. Bellamy supported that as well.

**PUBLIC HEARING / RESOLUTION\*: Special Use Permit for 140 Emmet Street North (Gallery Court Hotel)**

[Special Use Permit for 140 Emmet Street North \(Gallery Court Hotel\)](#)

Ms. Heather Newmyer, City Planner, presented the staff report to Council.

Ms. Newmyer reviewed the steps taken by the Planning Commission on this project. A public hearing was held in September and the Planning Commission recommended approval of the project by a five-to-two vote. Ms. Newmyer said that staff suggested that the curb line not be moved as a new condition, so that future streetscape initiatives are not impacted.

Mr. Vipul Patel, the property owner and developer, made a presentation to Council on the Gallery Court Hotel project.

Mr. Patel reviewed the history of the site and described the new hotel that would replace the one destroyed by a fire in 2017. He said the September 11, 2018 public hearing by the Planning Commission had both supporters and critics.

Members of the development team described the architecture, landscape plans, and traffic studies.

Mayor Walker opened the public hearing.

Ms. Jessica Otey spoke in opposition to the project. She said she thinks a smaller hotel can be built on the site. She said 60 feet high would be acceptable, but not 80 feet. Ms. Otey said she is not opposed to density, and recognizes that the University needs accommodations, but she said that there is not a community benefit for a taller hotel and that financial viability is not a sufficient reason to approve.

Mr. Andrew Grimshaw shared his concerns about the height of the proposed hotel. He said that 80 feet is too tall. Mr. Grimshaw added that the area is already heavily congested with traffic and he questions the community benefit.

Ms. Vestea Gordon said the proposed hotel is too big and that there will be no benefit to the neighborhood. [She ceded the remainder of her time to Ms. Serena Thomas.] Ms. Thomas reads a letter on behalf of city resident Ms. Bitsy Waters who opposes the increased height and density.

Ms. Anna Askounis, a member of the Lewis Mountain Neighborhood Association Board of Directors, said she is opposed to the Special Use Permit. She said the Association is concerned about the height, the traffic and the aesthetics. She doesn't want a repeat of the building heights on West Main Street.

Mr. Peter Gray said the proposed Special Use Permit is not in the public interest. He said he believes it will have a significant negative impact in the entrance corridor.

Mr. Bill Rockwell spoke as co-chair of the Lewis Mountain Neighborhood Association. He expressed the Association's concerns about the project and asked Council to deny the request. He said it would be out of scale and out of context in the corridor.

Ms. Julia Jones said she applauded the owner in his efforts to rebuild the hotel but asked Council to deny the Special Use Permit. Ms. Jones said a by-right building can be built or the property sold to another developer.

Mr. Scott Ruffner spoke in favor of the Special Use Permit. He said he believes the additional height of the hotel is in keeping with the context of the nearby buildings and parking garages.

Mr. Rory Stolzenberg spoke in favor of the project. He said more hotel rooms would be a positive development. He asked if we can allow buildings to tower over the 10th and Page neighborhood on West Main, why can't we do it here?

Mr. John Elliott spoke in opposition to the hotel project. He said this type of architecture is cheapening the character of the community, and that Charlottesville is becoming Anyplace U.S.A.

Having no further speakers, Mayor Walker closed the public hearing.

Ms. Galvin asked Ms. Newmyer about the building setbacks and if the cafe is in the public Right of Way.

A member of the hotel development team responded by showing the area of the site plan. He said the setback to the face of the building ranges from 5 to 20 feet along Emmet Street.

Ms. Galvin asked if the added height is allowed by the Special Use Permit and Ms. Newmyer confirmed that it is.

Ms. Hill said she can support the project given the topography in the area and that she applauds the developer for including parking within the project. She said she heard the community concerns but that she believes there would be benefits in terms of revenue and hotel inventory.

Mr. Signer said that in the absence of a compelling public policy rationale we shouldn't grant Special use Permits. In this case, he said he doesn't see the arguments for it.

Ms. Walker said she supports the project. She noted we have numerous chain hotels around the city, but here we have a local independent business owner contributing to the city overall.

Dr. Bellamy said the tax revenues could be used for affordable housing initiatives. He asked what it would take to designate the funds from this location to that initiative and how to address the additional height.

Ms. Galvin said she believes the SUP in this case supports good urban design. As to community benefit, right now she says it is a gray field site generating \$8,000 in annual real estate property tax revenues. The hotel, if built, she said would generate \$565,000 in annual real estate property tax revenues. The traffic impact is minimal and it is within walking distance of the University.

On motion by Ms. Galvin, seconded by Ms. Walker, Ms. Galvin moved to adopt the Resolution Granting Special Use Permit for 140 Emmet Street North (Gallery Court Hotel). The motion passed. (Ayes: Dr. Bellamy, Ms. Galvin, Ms. Hill, Ms. Walker; Noes: Mr. Signer)

**RESOLUTION GRANTING A SPECIAL USE PERMIT FOR ADDITIONAL BUILDING HEIGHT FOR PROPERTY LOCATED AT 140 EMMET STREET NORTH (“GALLERY COURT HOTEL”)**

Mayor Walker called for a 10-minute recess.

**RESOLUTIONS\*: Allocation of FY2019 Charlottesville Affordable Housing**

**Funds:**

**RESOLUTION: AHIP Critical Rehab & Repair Project - \$375,000**

**RESOLUTION: Carlton Views III, LLC Carlton Views III Development Project - \$1,440,000**

**RESOLUTION: Habitat for Humanity of Greater Charlottesville Equity Housing Initiative - \$585,000**

### Allocation of FY2019 Charlottesville Affordable Housing Funds

Dr. Stacy Pethia, Housing Program Coordinator for the City, presented the staff report.

Dr. Pethia shared highlights of the Housing Advisory Committee's funding recommendations from the Charlottesville Affordable Housing Fund.

Dr. Pethia noted that the Carlton Views III project funds should be contingent upon the developer receiving both a successful rezoning and Low Income Housing Tax Credits.

Mr. Phil D'Oronzio described the membership of the Housing Advisory Committee of which he is Chairman.

Ms. Walker shared concerns she has received about both Carlton Views and Habitat for Humanity with respect to construction quality. She asked staff to ensure taxpayer dollars are invested in quality homes. She said she has shared the concerns received by email with Mr. Murphy.

Dr. Pethia responded that her office has also received some concerns about Carlton Views and City inspectors have been on site and asked for improvements.

Dr. Bellamy said he visited the site earlier in the day and that he did not like what he saw, and has heard from others, about the Carlton Views project's construction quality and site management.

Mr. Blair reviewed with Council a potential "claw back provision" related to properties not meeting the City's expectations. Mr. Murphy clarified that the City Attorney's office would need additional time to evaluate what could be inspected and how specifically to make a requirement like this work.

On motion by Ms. Hill, seconded by Ms. Galvin, Mr. Hill moved to approve the allocation of FY 2019 Charlottesville Affordable Housing Funds towards the AHIP Critical Rehab & Repair Project in the amount of \$375,000. The motion passed. (Ayes: Ms. Galvin, Ms. Hill, Mr. Signer; Noes: Dr. Bellamy, Ms. Walker).

On motion by Ms. Hill, seconded by Ms. Galvin, Ms. Hill moved to approve the allocation of FY 2019 Charlottesville Affordable Housing Funds towards the Carlton Views III, LLC Carlton Views III Development Project in the amount of \$1,440,000. The motion passed. (Ayes: Ms. Galvin, Ms. Hill, Mr. Signer; Noes: Dr. Bellamy, Ms. Walker).

On motion by Ms. Hill, seconded by Ms. Galvin, Ms. Hill moved to approve the allocation of FY 2019 Charlottesville Affordable Housing Funds towards the Habitat for Humanity of Greater Charlottesville Equity Housing Initiative in the amount of \$585,000. The motion passed. (Ayes: Dr. Bellamy, Ms. Hill, Ms. Walker, Mr. Signer, Ms. Galvin; Noes: None.)

**RESOLUTION Allocation of Charlottesville Affordable Housing Fund (CAHF) for Albemarle Housing Improvement Program's Critical Rehab & Repair Project -- \$375,000**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Charlottesville, Virginia that the sum of \$375,000 be allocated from previously appropriated funds in the Charlottesville Affordable Housing Fund (CAHF) to the Albemarle Housing Improvement Program for the purpose of providing funds for the Critical Rehab & Repair program.

Fund:

426

Project: CP-084

G/L Account: 530670

Albemarle Housing Improvement Program \$375,000

**RESOLUTION Allocation of Charlottesville Affordable Housing Fund (CAHF) for Carlton Views III, LLC Carlton Views III Development Project -- \$1,440,000**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Charlottesville, Virginia that the sum of \$1,440,000 be allocated from previously appropriated funds in the Charlottesville Affordable Housing Fund (CAHF) to the Carlton Views III, LLC for the purpose of providing funds for the Carlton Views III affordable housing development project.

Fund: 426

Project: CP-084

G/L Account: 530670

Carlton Views III, LLC \$1,440,000

**RESOLUTION Allocation of Charlottesville Affordable Housing Fund (CAHF) for Habitat for Humanity of Greater Charlottesville Equity Housing Initiative-- \$585,000**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Charlottesville, Virginia that the sum of \$585,000 be allocated from previously appropriated funds in the Charlottesville Affordable Housing Fund (CAHF) to Habitat for Humanity of Greater Charlottesville. for the purpose of providing funds for the Equity Housing Initiative.

Fund:

426

Project: CP-084

G/L Account: 530670

Habitat for Humanity of Greater Charlottesville \$585,000

**RESOLUTION\*:Allocation of Funds (\$200,019.40) for Completion of City-wide Housing Strategy**

[Allocation of Funds \(\\$200,019.40\) for Completion of City-wide Housing Strategy](#)

Dr. Pethia invited Mr. Sunshine Mathon with the Piedmont Housing Alliance to present an overview of the proposed completion of a Citywide Housing strategy.

Dr. Bellamy asked about the specifics of the community engagement strategy. Mr. Mathon said local organizations can apply for this project in total or in part.

Ms. Galvin asked for a more detailed explanation of the housing strategy itself. She said she would like the proposal to include specifics related to its relationship to land use policy and tax policy, and to UVA and the County. She asked if this project should be managed by the City Manager's Office and whether we have thought through the scope and management.

Mr. Mathon said the level of comprehensiveness in his previous projects in another city suggest it will require significant involvement of many city departments and the evaluation of numerous potential tools. He said it may have been left out of the description simply because it was assumed to be the case.

Ms. Hill asked Mr. Murphy what resources might be required for a cross-departmental analysis. He said he would want meet with department heads to discuss this at a meeting this week. Mr. Murphy asked for additional feedback from Council about density, locations and growth management.

Mr. Mathon said he agrees that how much density and where it is located needs assessment with a look at what is feasible with the land that is available.

Mr. Signer said he has misgivings about doing this work with consultants. He said the community has pushed back on the use of consultants on other initiatives. He said he is concerned the product would ultimately not be implemented and perhaps instead we should put the resources into expanding the City's staff to develop the Housing Strategy.

Ms. Hill said she is concerned that we do not have a comprehensive strategy today and if we do not invest in this, now that it will not happen.

Ms. Walker asked Mr. Murphy if existing staff resources could do this. Mr. Murphy said the community still needs to be engaged on the density question and that work needs to be integral to this process.

Ms. Galvin commented on staff capacity and said that it is very hard for them to step back and look at challenges comprehensively.

Ms. Walker asked if we would consider hiring a new staff member. Ms. Galvin responded that she thought that would be an issue for the next City Manager once that person is hired.

Ms. Galvin asked that the Housing Strategy be coordinated with the Zoning Code audit, that it be comprehensive in nature, and make sure to conduct a literature search of related initiatives, and to look carefully at the management of the project across departments.

On motion by Dr. Bellamy, seconded by Ms. Hill, Dr. Bellamy moved to approve the allocation of \$200,019.40 in funds for the Completion of a Citywide Housing Strategy as

amended by Council. The motion passed. (Ayes: Dr. Bellamy, Ms. Hill, Ms. Galvin; Noes: Ms. Walker, Mr. Signer).

**Allocation of Charlottesville Affordable Housing Fund (CAHF) for Completion of a Comprehensive Housing Strategy -- \$200,019.40**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Charlottesville, Virginia that the sum of \$200,019.40 be allocated from previously appropriated funds in the Charlottesville Affordable Housing Fund (CAHF) for development of a comprehensive Housing Strategy.

Fund: 426    Project: CP-084    G/L Account: 530670

Housing Strategy Development \$200,019.40

**OTHER BUSINESS**

Ms. Hill asked if Council would meet on Wednesday to continue the closed session from 2-3 p.m. on Wednesday October 3. Council agreed.

Ms. Walker asked Council and Mr. Murphy about support for a new City Engineer position in the Neighborhood Development Services Department. Mr. Murphy said he does not have a recommendation tonight. Ms. Galvin suggested this be discussed at a future meeting when staff can share additional information.

Ms. Walker brought up the Agency Budget Review Team review that is underway and concerns that have been raised about the scope of the review. Ms. Walker said everything they will recommend will ultimately come back to Council.

Ms. Galvin referred to the original scope and advisory committee and said she interpreted that as something that was going to be appointed by the City Manager. Ms. Galvin said if Council is appointing a body it needs to be done like other boards and commissions.

Ms. Walker says she asked people to participate on this committee and that it is the most diverse advisory group that the City has. Ms. Walker said the charge she and Ms. Hill are pursuing is to review the ABRT process.

Mr. Blair noted that if the members have not been appointed officially by Council then the ARBT Review Committee's meetings would not be official public meetings subject to FOIA.

Ms. Walker said they have been meeting and the group wants these meetings to continue. Mr. Murphy asked if the question is whether to evaluate the process or prioritization of requests. From the staff perspective, the expectation was the focus would be by the Mayor and Vice Mayor on the process and not the prioritization of spending and that funding is being held level this year in recognition of that.

Ms. Walker asked if there is support for this ARBT Review Committee to continue its work. Ms. Galvin said she can support this work with the additional explanation provided. Mr. Signer also asked that the group receive a disclaimer that the committee's work is not an official action by Council.

Ms. Walker said the group was set to go through June, but now it would stop in February and Council will then have to appoint a board to make funding decisions.

Ms. Hill raised a question related to legal advice Council is receiving related to two constituent issues and whether that can be shared with the community. Council reached consensus to share that information.

### **MATTERS BY THE PUBLIC**

Mr. Sean Tubbs with the Piedmont Environmental Council asked Council to consider input he shared in writing and distributed to Council with respect to the Memorandums of Understanding that will be discussed at the joint meeting with the Board of Supervisors this week. He asked for consideration of transportation issues in particular.

Mayor Walker adjourned the meeting at 12:35 a.m.



## **NOTICE OF SPECIAL MEETING**

A SPECIAL MEETING OF THE CHARLOTTESVILLE CITY COUNCIL WILL BE HELD ON Wednesday, October 3, 2018, AT 2:15 p.m. IN THE Second Floor Conference Room AT City Hall, 605 E. Main Street.

### **THE PROPOSED AGENDA IS AS FOLLOWS:**

Closed session as provided by Section 2.2-3711(A)(1) of the Virginia Code to discuss the performance of the Council's Chief of Staff and the recruitment process for the City Manager and Chief of Staff.

BY ORDER OF THE CITY COUNCIL

BY Brian Wheeler

### **SECOND FLOOR CONFERENCE ROOM – October 3, 2018**

Council met in special session on this date with the following members present: Ms. Walker; Ms. Hill; Ms. Galvin; and Mr. Signer. Dr. Bellamy arrived at approximately 2:30 p.m.

Ms. Walker called the meeting to order at 2:24 p.m.

On motion by Ms. Hill, seconded by Mr. Signer, Council voted, (Ayes: Ms. Walker; Ms. Hill; Ms. Galvin; and Mr. Signer. Noes: None. Absent: Dr. Bellamy) to meet in closed session as authorized by Va. Code sec. 2.2-3712, specifically: Virginia Code sec. 2.2-3711 (A) (29) to discuss a public contract involving the expenditure of public funds where the discussion in open session would adversely affect the negotiating strategy and bargaining position of the Charlottesville City Council, specifically the interviews of prospective City Manager search firms; and as authorized by Va. Code sec. 2.2-3711 (A) (1) for discussion of the performance of the City Council Chief of Staff; and as authorized by Va. Code sec. 2.2-3711 (A) (1) for consideration and discussion of prospective candidates for the position of City Council Chief of Staff/Clerk of Council.

Ms. Walker made the following declaration: "Pursuant to Virginia Code Section 2.2-3115(H), I have filed a written declaration with the Clerk of Council stating that I am an employee of the Department of Parks and Recreation and I am able to fairly and objectively participate in the hiring of a City Manager."

On motion by Dr. Bellamy, seconded by Mr. Signer, Council certified by the following vote (Ayes: Ms. Walker; Dr. Bellamy; Ms. Galvin; and Mr. Signer. Noes: None. Absent: Ms. Hill.) that to the best of each Council Member's knowledge, only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion convening the closed session were heard, discussed or considered in the closed session.

Ms. Walker adjourned the meeting at 3:18 p.m.

## **NOTICE OF SPECIAL MEETING**

A SPECIAL MEETING OF THE CHARLOTTESVILLE CITY COUNCIL WILL BE HELD ON Thursday, October 4, 2018, AT 10:00 a.m. AT THE Albemarle County Office Building at 1600 5th Street, in Room A.

THE PROPOSED AGENDA IS AS FOLLOWS:

Joint Charlottesville City Council / Albemarle County Board of Supervisors Work Session to discuss: Memorandum of Understanding reviews; Affordable Housing area-wide strategy; Economic Development; Regional Transit Partnership Update; and the Revenue Sharing Agreement.

BY ORDER OF THE CITY COUNCIL

BY Brian Wheeler

### **Albemarle County Office Building at 1600 5th Street, Room A – October 4, 2018**

Council met in a joint meeting with the Albemarle Board of Supervisors on this date with the following members present — Charlottesville City Council: Ms. Nikuyah Walker; Ms. Heather Hill; Ms. Kathy Galvin; and Mr. Mike Signer. Absent: Dr. Wes Bellamy. Albemarle Board of Supervisors: Ms. Diantha McKeel; Mr. Ned Gallaway; Mr. Norman Dill; Dr. Liz Palmer. Ms. Ann Mallek arrived at 10:29 a.m. Mr. Rick Randolph arrived at 12:01 p.m.

Ms. Walker called the Charlottesville City Council to order at 10:12 a.m.

Mr. Norman Dill called the Albemarle Board of Supervisors to order.

#### **Introductions**

#### **Economic Development**

Mr. Chris Engel, Economic Development Director for the City of Charlottesville, and Mr. Roger Johnson, Economic Development Director for Albemarle County, made a joint presentation related to collaborative efforts on economic development.

#### **Revenue Sharing Agreement**

Ms. Leslie Beauregard, Assistant City Manager of Charlottesville, presented a summary of regional services, programs and initiatives. The FY 2018 Revenue Sharing amount is \$15,855,485 and the total investment in regional services, programs and initiatives from city operating budgets in FY 2018 was identified in the summary as \$19,129,410.

Ms. Beauregard also presented a report of capital expenditures supporting regional services. A total of \$13,606,381 was identified as having been to support previously adopted projects and an additional \$20,763,654 was identified as supporting future capital projects for fiscal years 2019-2023.

Mr. Dill asks the City and County Attorneys if this format of report was sufficient per the legislation approved in the 2018 General Assembly [H.B. 1148].

Mr. Greg Kamptner, Albemarle County Attorney, said the report must include the amount of money transferred and the uses of such funds by the receiving locality. Separately he indicated the legislation says that both bodies should annually discuss future plans for economic growth.

Mr. John Blair, City Attorney, said that beyond explaining the use of funds, he didn't see any further requirements in the bill except that the localities convene an annual meeting which this meeting would satisfy.

Ms. McKeel said it would be beneficial to have additional information in the future to support increased communications with the public about how revenue sharing funds from the County are invested.

Ms. Galvin suggested we show the percentage of each locality's share of the relevant investments in the programs overall.

Mr. Signer said the narrow requirements of the law might not fully capture what the City is providing in support of County residents. For example, he said this report wouldn't capture programs like the City's Parks & Recreation facilities which are used by County residents. He said the City provides a rich set of regional benefits utilized by County residents.

Ms. Mallek said the public believes funds should be used for joint projects.

Mr. Gallaway said that revenue sharing funds go into the City's general fund and they are then budgeted accordingly. He said there could be an accounting and budgeting practice of tracking these funds specifically towards revenue sharing projects.

Ms. Galvin said that the report presented provides that information.

Ms. Hill said we could also try and identify the revenues forgone by the City when it ended annexation and agreed to the revenue sharing agreement.

Dr. Palmer said she would like to see more collaborative work on specific issues of mutual interest (such as trails and sidewalks) and then those could be held up as examples of revenue sharing investments.

Ms. McKeel said it is difficult to look at the hypotheticals of revenues and expenses had the revenue sharing agreement not happened.

Mr. Gallaway said he does not want to tell the City how to invest the money, but he wants a detailed report of how the funds are invested that he can share with his constituents.

Ms. Mallek said she is more interested in the capital funding projects.

Mr. Signer says there are numerous capital investments that are utilized by County residents, such as the Downtown Mall's renovations, that if the City went through the exercise of breaking out would far exceed the annual revenue sharing funds.

Ms. Hill asked for discussion of ideas for future projects. She mentions Old Lynchburg Road area sidewalks, trails, and affordable housing.

Ms. Mallek mentions the future Biscuit Run Park.

Ms. Walker asks about priority areas for joint investments, like the Regional Transit Partnership, and mentions there still needs to be an agreement on what percentage each locality will invest in general, outside of revenue sharing.

Mr. Dill said what we really need is a public relations campaign that emphasizes our joint goals, investments, and explains the reality of this legal agreement.

Ms. Walker said these discussions should focus on priorities for the year ahead as opposed to an accounting of the past.

Mr. Richardson said that at the staff level we never have enough money to reach as far down our priority list as we would like to go. Discussions about timing and priorities could lead us to have staff-level discussions about how we can shift projects.

Mr. Signer said this would be a natural path coming out of the Memorandums of Understanding.

Mr. Murphy said we should not lose sight of the level of city-county collaboration that already includes budget priorities, capital projects, agency funding, and emergency operations. He said the City wants to provide the best annual report it can and he believes this report demonstrates there is a lot of value. He said he wants to increase the collaboration and partnership and that more frequent meetings may be helpful.

Mr. Gallaway said his district has a significant border with the city and he is asked frequently about increasing collaboration with the City. He said he is not asked a lot about revenue sharing. He said that when he refers to an itemization of revenue sharing funds he just wants to be able to show the community a breakout of where the City says the funds were spent.

Ms. McKeel asked if there was agreement to hold another meeting?

Ms. Galvin said she would like an identification of specific parameters for that meeting.

Ms. McKeel suggested the County Executive, City Manager and economic development teams take the lead on structuring the next meeting.

Mr. Signer said conversations about revenue sharing should be incorporated more into the budget discussions.

Mr. Murphy said the end of January or early February would be a good time to help inform the budget process.

Ms. McKeel said a future Memorandum of Understanding might be focused on the topic of how we utilize revenue sharing.

Ms. Mallek said January would be preferable for the next joint meeting.

The Council and Board recessed at 11:49 a.m.

The meeting was reconvened at 12:18 p.m.

### **Memorandums of Understanding**

Mr. Murphy opened the discussion and asked for any questions related to Memorandums of Understanding related to transportation, education, and environment before starting the discussion on affordable housing. An update on all the Memorandums of Understanding was shared in advance.

### **Overview of City's Affordable Housing Work**

Mr. Murphy described the City's affordable housing initiatives. He said approximately 4,000 more affordable units will be needed between now and 2040. The City will contribute about \$4 million in each of next five years towards affordable housing goals. He said additional investments would be required to address the community's identified needs.

Mr. Murphy said nonprofit organizations like Albemarle Housing Improvement Program (AHIP) and Habitat for Humanity play an important role. On the policy side, Mr. Murphy said the City was advancing its comprehensive plan, updating zoning code, and planning the strategic investment area in downtown. Other tools such as Form Based Code and a land bank have also been examined.

Mr. Murphy said the two largest residential opportunities are Friendship Court and the Charlottesville Redevelopment and Housing Authority's (CRHA) property and that both are talking about major redevelopment projects. Friendship Court looking to grow from 150 to 450 units with an early childhood center and the addition of some commercial/retail space. The Piedmont Housing Alliance is seeking \$6-7 million from the City for Friendship Court's redevelopment.

Mr. Murphy said CRHA operates the City's housing voucher program and manages 376 units of public housing. CRHA has been through an RFP process to identify a redevelopment partner. CRHA has 40 acres of land assets and priority areas for use in redevelopment include the Levy Street site.

Mr. Murphy has said groups in the community have advocated for an investment of up to \$50 million and the City is already evaluating investments in these projects. He said it is not only “sticks and bricks,” but also programming like human services, workforce initiatives, social workers, and nurses that support residents.

Mr. Murphy said affordable housing is one of the biggest priorities in the City’s FY 2020 budget.

### **Overview of County’s Affordable Housing Work**

Mr. Ron White, Albemarle County’s Chief of Housing, provided an overview of the County’s affordable housing initiatives.

Mr. White said the County has long had a goal of 15 percent affordable housing for new developments. Change in proffer laws have limited the County’s ability to get commitments to build affordable units.

Mr. White said the median sales price of homes in Albemarle in 4Q 2017 was \$410,000. The cost of housing creates challenges.

Mr. White said the issues in Albemarle are much different because 95 percent of the County is rural. Different approaches are taken in the growth or urban areas versus the rural areas.

Mr. White described the use of density bonuses and an initiative with the Albemarle Economic Development Authority to provide tax incentives for the development of a 96-unit low-income housing tax credit project for residents at 60 percent AMI over a 30 year period.

Ms. Walker asked about past partnerships from the planning stage to development stage between the City and County? Mr. White said The Crossings is one example and that project focused on the use of vouchers.

Ms. Walker asked if there was interest in a partnership that would be at every stage of the planning and development of new housing?

Mr. Randolph said that was an important point, neither locality can do this alone. It is a complex problem involving transportation, schools, and economic development.

Dr. Palmer said nothing should be taken off the table. Ms. McKeel said progress on this issue would require both communities to do things differently.

Ms. Hill asked about the level of funding dedicated by Albemarle to affordable housing?

Mr. White said last year’s County budget included some one-time funding.

Mr. Randolph said other investments come from other funds such as the Albemarle Economic Development Authority.

Ms. Galvin said the regional housing assessment that's being done does not currently include the City.

Mr. Gallaway said he had just been appointed to work on that initiative on behalf of the Board.

Mr. Chip Boyles, Executive Director of the Thomas Jefferson Planning District Commission, spoke about the regional housing partnership, which includes local governments and a number of nonprofit partners. The first meeting is expected to be scheduled soon.

Mr. Boyles said the partnership will help direct the housing study. The partnership will be a permanent body and the City will be invited to appoint a representative.

Mr. Boyles said one example of a good partnership is the Hydraulic Small Area Plan. He said 100 of the 600 acres there have been designated by the City and County for affordable housing, and these homes would be near jobs and transit.

Mr. Signer said one way to take a regional approach in achieving our goal is to bring specific affordable housing projects to the joint boards.

Ms. McKeel said that, like the City, there are limitations on the land available in the County's designated growth area, County-owned land in particular.

Mr. Murphy said the University of Virginia is another partner that could be engaged in the affordable housing discussion.

Ms. Walker adjourned the Council meeting at 1:21 p.m.

Ms. Mallek Adjourned the Albemarle Board of Supervisors.

## NOTICE OF SPECIAL MEETING

A SPECIAL MEETING OF THE CHARLOTTESVILLE CITY COUNCIL WILL BE HELD ON Monday, October 8, 2018, AT 5:00 p.m. IN THE Second Floor Conference Room AT City Hall, 605 E. Main Street.

### THE PROPOSED AGENDA IS AS FOLLOWS:

Closed session for all of the following: (a) as provided by Section 2.2-3711(A)(1) of the Virginia Code to discuss the recruitment process for the City Manager and Council Chief of Staff; (b) as provided by Section 2.2-3711(A)(3) of the Virginia Code to discuss the acquisition of real property; and (c) as provided by Section 2.2-3711(A)(7) consultation with legal counsel and briefings by staff members pertaining to actual litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body.

BY ORDER OF THE CITY COUNCIL

BY Brian Wheeler

### SECOND FLOOR CONFERENCE ROOM – October 8, 2018

Council met in special session on this date with the following members present: Ms. Walker; Ms. Hill; Ms. Galvin; and Mr. Signer.

Ms. Walker called the meeting to order at 5:05 p.m.

On motion by Ms. Hill, seconded by Mr. Signer, Council voted, (Ayes: Ms. Walker; Ms. Hill; Ms. Galvin; and Mr. Signer. Noes: None. Absent: Dr. Bellamy) to meet in closed session as authorized by Va. Code sec. 2.2-3712, specifically: Virginia Code Section 2.2-3711(A)(1) for the purpose of discussion of the consideration of prospective candidates to serve as the Clerk of the Charlottesville City Council; and as authorized by Virginia Code Sections 2.2-3711(A)(3) to discuss the possible acquisition of land for park purposes near Reservoir Road in the southwestern portion of Albemarle County where discussion in an open meeting would adversely affect the bargaining or negotiating position of the City of Charlottesville; and as authorized by Virginia Code Section 2.2-3711(A)(7) for consultation with legal counsel and briefings by staff members pertaining to the litigation between the City of Charlottesville and the County of Albemarle filed April 20, 2017 concerning the Ragged Mountain Natural Area, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the City.

On motion by Ms. Hill, seconded by Ms. Galvin, Council certified by the following vote (Ayes: Ms. Walker; Ms. Hill; Ms. Galvin; and Mr. Signer. Noes: None. Absent: Dr. Bellamy.) that to the best of each Council Member's knowledge, only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion convening the closed session were heard, discussed or considered in the closed session.

Ms. Walker adjourned the meeting at 5:54 p.m.



The Minutes from the October 11<sup>th</sup> Council meeting will be made available on Friday, October 12<sup>th</sup>.

CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA



Agenda Date:	October 1, 2018
Action Required:	Appropriation of State Funds
Presenters:	Marty Silman, Public Works
Staff Contacts:	Marty Silman, Public Works Ryan Davidson, Office of Budget and Performance Maintenance
Title:	<b>VDOT Primary Extension Paving Project Funds - \$31,441</b>

**Background:**

Based on a legislative change that was effective July 1, 2014, Virginia Code section 33.1-23.1 (B) authorizes funding for the reconstruction of interstate, primary, and primary extension routes. Funding for the reconstruction of primary extensions – routes that are both locally maintained and have a primary route number (e.g. Route 20) – is made available using a competitive application process. Awards are made based on a combination of road condition and traffic volume. Assessment of road condition is performed by the Virginia Department of Transportation (VDOT).

The City of Charlottesville has qualified to receive funds to perform one paving project, requiring a local financial contribution and adoption of a Resolution authorizing the execution of a formal agreement and Appropriation of funds estimated for reimbursement.

**Discussion:**

The scope of the awarded projects includes all work necessary to bring the roadway and curb ramps into compliance with the Americans with Disabilities Act.

Monticello Ave, south bound lane, from Druid Ave to Quarry Road; estimated cost = \$31,441 – VDOT Grant award = \$20,388; total estimated local cost share = \$11,053; scope includes the upgrade of 2 curb ramps

This program is a promising relief for CIP funding sources dedicated to street paving projects that are stretched very thin. The high traffic volume of Charlottesville’s streets compared to others in the VDOT Culpepper District will continue to make paving projects in Charlottesville very competitive for the duration of this program.

**Alignment with Council Vision Areas and Strategic Plan:**

It contributes to Goal 3 of the Strategic Plan, particularly objective 3.2, to “provide reliable and high quality infrastructure”.

**Community Engagement:**

N/A

**Budgetary Impact:**

No new local funding will be required. Local contribution will be funded through previously appropriated street paving CIP funds. Appropriation of state funds for these projects will result in an estimated net avoided cost of \$20,388.

**Recommendation:**

Staff recommends approval of the Resolution and Appropriation.

**Alternatives:**

Pay the full cost of these projects.

**Attachments:**

Appropriation

**APPROPRIATION**  
**Primary Extension Paving Funds - \$31,441**

**WHEREAS**, the Virginia Department of Transportation and the City of Charlottesville desire to execute a standard Project Administration Agreement for a state-aided project, referenced as Virginia Department of Transportation Project Number 0020-104-351 (UPC 113238);

**WHEREAS**, the Virginia Department of Transportation has awarded the City of Charlottesville a Primary Extension Paving grant in the amount of \$20,388, with a required local match of \$11,053;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that the sum of \$31,441 is appropriated in the following manner:

**Revenue - \$20,388**

Fund: 426                                      WBS: P-00689-19-01 (SS-009)                                      G/L Account: 430120

**Expenditures - \$20,388**

Fund: 426                                      WBS: P-00689-19-01 (SS-009)                                      G/L Account: 599999

**Transfer from: \$11,053**

Fund: 426                                      WBS: SS-009                                      G/L Account: 599999

**Transfer To: \$11,053**

Fund: 426                                      WBS: P-00689-19-01 (SS-009)                                      G/L Account: 599999

**BE IT FURTHER RESOLVED**, that this appropriation is conditioned upon the receipt of \$20,388 from the Virginia Department of Transportation.

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## CITY OF CHARLOTTESVILLE, VIRGINIA CITY COUNCIL AGENDA



Agenda Date:	October 1, 2018
Action Required:	Appropriation
Presenter:	Mike Rogers, Deputy Chief – Operations, Charlottesville Fire Dept.
Staff Contacts:	Mike Rogers, Deputy Chief – Operations, Charlottesville Fire Dept.
<b>Title:</b>	<b>Fire Truck Insurance Reimbursement – \$89,369.91</b>

**Background:** City asset, vehicle # 685 – a 2000 Freightliner (American LaFrance tractor drawn aerial - Truck 8), was involved in an auto incident 02/06/2018 in which the vehicle caught fire while in the possession of Atlantic Emergency Solutions repair facility on West St. Vehicle # 685 was inspected by industry professionals and was deemed a total loss pursuant to Code of Virginia § 46.2-1600 as the vehicle was not economically repairable given the extensive damage from this loss.

**Discussion:** Considering the vehicle's age, condition, use and the market for similar type vehicles, Selective Insurance offered an actual cash value (ACV) total loss settlement in the amount of \$51,666.67 in exchange for the title and keys to vehicle # 685. For reference, the purchase price of this asset was \$824,725.95. It was determined there was no compromise of claim settlement as this was an agreed market value settlement between the City and Selective as supported by an executed Bill of Sale dated 04/16/2018.

Numerous contents were inside vehicle # 685 which were also damaged beyond repair in this loss. Replacement cost value of these items was determined to be \$43,194.58. Selective Insurance offered an actual cash value (ACV) loss settlement in the amount of \$30,960.16 for these damaged items and this offer was accepted to which there was no compromise of claim settlement involved. Risk Management has secured payment in the amount of \$30,960.16.

Additional contents items totaling \$6,742.27 are currently pending reimbursement directly from Atlantic Emergency Solutions, as Selective Insurance would not reimburse for these items.

The contents loss monies are needed to replace three damaged self-contained breathing apparatus airframes (~\$5400/ea.), two thermal image cameras (~\$6700), as well as other loose contents losses. The vehicle settlement monies (\$51,666.67) are anticipated to be combined with matching grant monies from the Virginia Office of Emergency Medical Services (\$114, 128.50) into the existing FY2019 CIP fund. This will allow us to purchase and additional ambulance similar to the one purchased in 2017.

**Alignment with Council Vision Areas and Strategic Plan:** The reimbursement of the insurance monies for the apparatus and equipment losses associated with vehicle #685 support the City's mission - "We provide services that promote equity and an excellent quality of life in our community". By providing recovered monies back into the 2019 apparatus and equipment CIP fund, it allows us to better serve the citizens, students, business community members, and guests of the City.

The anticipated use of the reimbursed monies also aligns with Goal 2.1, Reduce adverse impact from sudden injury and illness and the effects of chronic disease, as well as the elements within Goal 5 - A Well-managed and Responsive Organization.

**Community Engagement:** N/A

**Budgetary Impact:** There is no impact to the General Fund, as these are reimbursed funds from an insurance carrier for a loss.

**Recommendation:** Staff recommends approval and appropriation of insurance monies.

**Alternatives:** If the insurance reimbursement is not appropriated, the Fire Department will not be able to utilize this funding to replace some of the equipment lost in the fire and/or offset some present day apparatus purchase efforts. Monies for the equipment and/or apparatus would have to come from current operational and/or CIP funding sources absent of the insurance reimbursement.

**Attachments:** Appropriation

**APPROPRIATION**

**Fire Truck Insurance Reimbursement**

**\$89,369.91**

**WHEREAS**, Selective Insurance and Atlantic Emergency Solutions are reimbursing the City of Charlottesville for vehicle and contents losses associated with a fire involving vehicle #685;

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that a total of \$89,369.91 be appropriated in the following manner:

**Revenues - \$89,369.91**

Fund: 426                                      WBS: P-00976                                      G/L Account: 451110

**Expenditures - \$89,369.91**

Fund: 426                                      WBS: P-00976                                      G/L Account: 599999

**BE IT FURTHER RESOLVED**, that this appropriation is conditioned upon the receipt of funds from Selective Insurance.



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CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA



Agenda Date:	October 15, 2018
Action Required:	Appropriation
Presenter:	Kaki Dimock, Acting Assistant City Manager
Staff Contacts:	Kaki Dimock, Acting Assistant City Manager
<b>Title:</b>	<b>Use of Human Services Fund Balance for Westhaven Nursing Clinic Coordinator, \$85,000</b>

**Background:**

After a brief period of closure, the Westhaven Clinic has re-opened under the guidance of a new collaborative effort between P.H.A.R., U.V.A. Health System, Sentara Martha Jefferson, C.R.H.A., U.V.A. School of Nursing and the City. The Westhaven Coalition identified the ideal staffing structure of the clinic as a full-time nurse, a full-time social work coordinator, student interns, and volunteers in order to meet the parish nursing model established in the clinic by Holly Edwards. The Department of Human Services seeks appropriation of \$85,000 from its fund balance to support the clinic coordinator.

**Discussion:**

In Spring 2017, J.A.B.A. announced that it would no longer serve as fiscal agent or administrative support for the Westhaven Clinic. A coalition of providers joined forces to determine what services should be offered in Westhaven and by whom. Without dedicated funding, this coalition struggled to identify a lead agency or a way to support the neighborhood. During this time, a donor came forward to support a full-time nurse at the Westhaven Clinic for five years. This extraordinary gift to the U.V.A. School of Nursing allowed the coalition to move forward with substantial momentum. A leadership group emerged to serve as a steering committee charged with solving practical barriers for the operation of the clinic, ensure that residents are offered both nursing and social supports, and identify future funding opportunities to ensure the long-term sustainability of the clinic. In early discussions, the coalition determined that the Westhaven Clinic would be most effective with one nurse and one social worker working together to provide a wide variety of services to residents.

The coalition has requested that the city support this coordinator position to pilot the concept and to benefit from colleagues at the Department of Human Services. The coalition has also requested that the City serve as the fiscal agent for this program until such a time that the steering committee determines the appropriate permanent lead agency. The steering committee requests appropriation of \$85,000 from the Department of Human Services existing fund balance to hire and supervise a clinic coordinator. As this is a pilot project, the Clinic Coordinator position would be classified as a long-term temporary employee until such a time that the steering committee determines a long-range funding

and lead agency strategy, at which time the employee will transition to the new agency.

A clinic coordinator will be responsible for:

- Coordinating community partners that provide services at the clinic
- Recruiting providers to expand the array of available services
- Assessing and addressing practical, functional, socioeconomic, psychosocial and community needs of residents
- Maintaining community data on needs and services to demonstrate ongoing need and clinic impact
- Working in collaboration with steering committee partners to advocate for residents

**Alignment with City Council's Vision and Strategic Plan:**

This initiative aligns with City Council Strategic goal 2: A Healthy & Safe City.

**Community Engagement:**

This proposal is the result of 6 months of coalition meetings and 6 additional months of steering committee meetings representing Westhaven residents, P.H.A.R., Region Ten, J.A.B.A., City of Charlottesville, Common Ground, The Women's Initiative, City of Promise, U.V.A. Health System, T.J.H.D., and U.V.A. School of Nursing.

**Budgetary Impact:**

This appropriation will not impact the general fund budget as the funding will be appropriated from the existing fund balance of the Human Services Fund.

**Recommendation:**

Staff recommend appropriating funds as described.

**Alternatives:**

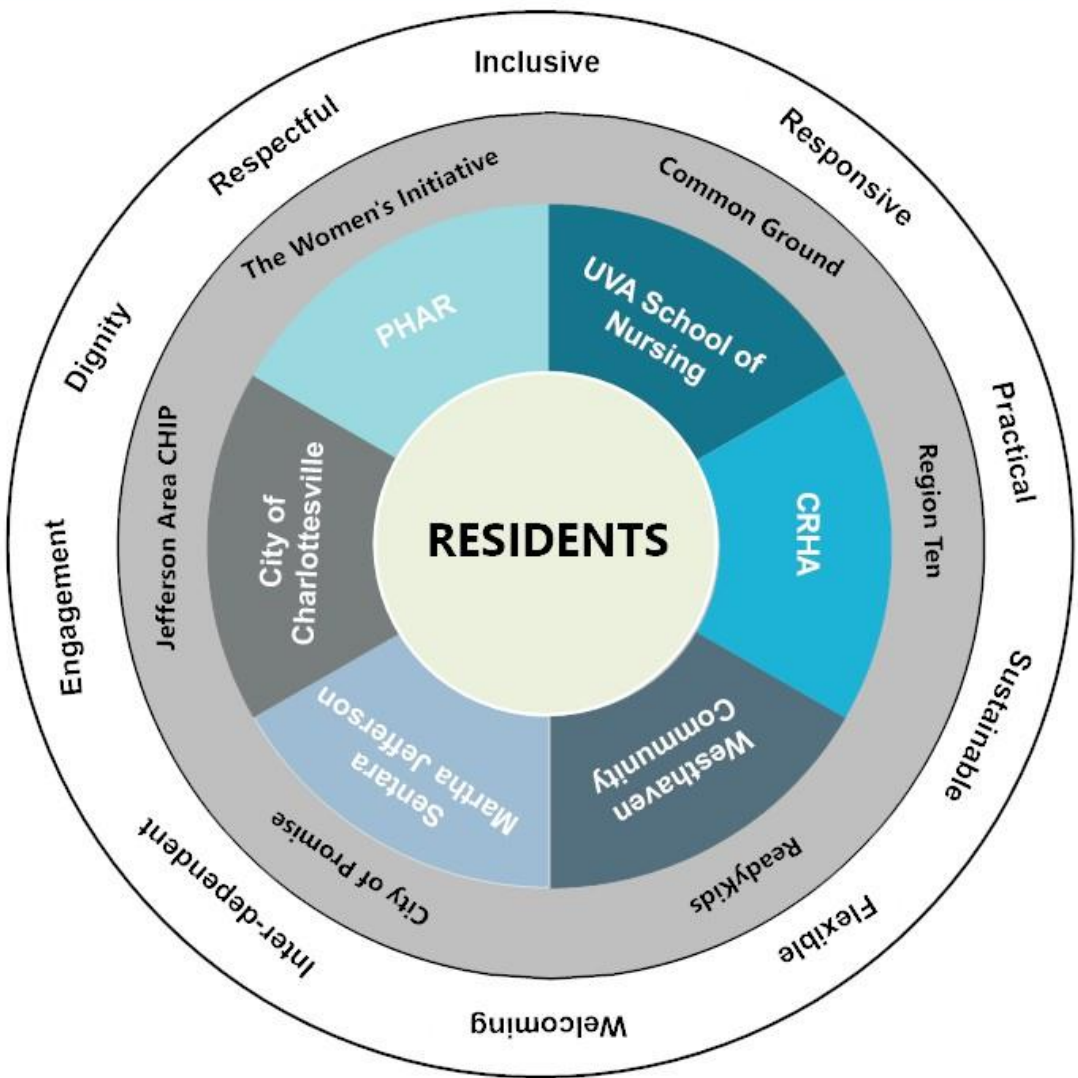
Council may decide not to approve this appropriation.

Council may decide to fund this with funds from the equity set aside.

Attachments:

Appropriation

**Westhaven Nursing Clinic Initiative Structure**



**APPROPRIATION**  
**Use of Human Services Fund Balance for Westhaven Nursing Clinic Coordinator**  
**\$85,000**

**WHEREAS**, in collaboration with P.H.A.R., U.V.A. Health System, Sentara Martha Jefferson, C.R.H.A., and the U.V.A. School of Nursing, the Westhaven Coalition identified the ideal staffing structure of the clinic in order to meet the parish nursing model established in the clinic by Holly Edwards.;

**WHEREAS**, the City of Charlottesville, Virginia, has agreed to serve as the fiscal agent for this program;

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the sum of \$85,000 in Human Services Fund Balance be appropriated in the following manner:.

**Revenues:**

\$ 85,000	Fund: 213	Cost Center: 3413016000	G/L Account: 498011
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**Expenditures:**

\$ 70,000	Fund: 213	Cost Center: 3413016000	G/L Account: 519999
\$ 15,000	Fund: 213	Cost Center: 3413016000	G/L Account: 599999

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



<b>Agenda Date:</b>	October 15, 2018
<b>Action Required:</b>	Approve Resolution to Execute Agreement
<b>Presenter:</b>	Leslie Beauregard, Assistant City Manager Peter M. Thompson, Executive Director, Senior Center, Inc. aka The Center at Belvedere
<b>Staff Contacts:</b>	Leslie Beauregard, Assistant City Manager Allyson Davies, City Attorney
<b>Title:</b>	<b>Agreement between the City of Charlottesville and Senior Center, Inc. (The Center at Belvedere)</b>

**Background:**

The City of Charlottesville approved a \$1.2 Million capital investment to help Senior Center, Inc. construct The Center at Belvedere, a new community center to provide facilities and services for the City of Charlottesville and the region's senior population. Funding in the amount of \$600,000 was approved as part of the FY 2019 Budget and another \$600,000 is planned in FY 2020. The Center at Belvedere will have the capacity to meet the needs of the City's and the region's expanding senior population with dedicated functional space appropriate to the multi-dimensional activities research proves are keys to healthy aging. The City and The Center are finalizing this investment with the proposed agreement. Albemarle County passed a similar agreement in late 2017.

**Discussion:**

A few highlights and important points of the agreement include:

- Schedule of the building contribution and completion
- The terms on which funds are to be used
- Schedule of the distribution by the City of the funds to the Center and the conditions that must be met first, including pledges of funding by other sources, and a notice from the contractor that construction is underway
- The terms on which the Center would have to return the funds to the City
- Transit service being provided by the City to the Center
- The obligations of the Center and in particular continuing efforts to have a 25% participation rate by City residents any given year and to report on such activities to the City including the percentage of City use.

## **Alignment with City Council’s Vision and Strategic Plan:**

The Center at Belvedere aligns with the City Vision’s for: A Connected Community for citizens of all ages, America’s Healthiest City, A Center of Lifelong Learning, the cultural and creative capital of Central Virginia (C’ville Arts & Culture), A Community of Mutual Respect, A Green City and an Economically Sustainable city, as well as the Strategic Plan’s goals and objectives for health, connection, and collaboration.

### ***Vision – 2025: A Connected Community***

Proximity to the City center and areas with a high density of seniors were essential criteria for selecting a location for the new Senior Center. The Belvedere location is just 3 miles from downtown Charlottesville via the John Warner Parkway, almost 2 miles closer to downtown than the current Senior Center. It was the site closest to city center that also had enough acreage to meet our community’s needs for sufficient parking, square-footage, and outdoor space. The existence of the “comprehensive, regional transportation system that enables citizens of all ages and incomes to easily navigate our community” cited in Vision – 2025, will make The Center at Belvedere easily accessible for City residents. Charlottesville Area Transit (C.A.T.) public bus Route 11 runs along East Rio Road adjacent to Belvedere, between downtown and Fashion Square Mall. The Center at Belvedere is designed to host a location for a C.A.T. bus stop and C.A.T. plans to extend Route 11 to that stop. J.A.U.N.T. bus service will continue to provide access to the new Center. Finally, the Center at Belvedere’s covered entrance has been designed for easy and safe bus drop-off.

### ***Vision – 2025: America’s Healthiest City***

By 2030, one quarter of the Charlottesville’s population will be over 50. Many of them will live another 35 years or more. How many of those years will be healthy? How many older adults will continue contributing to their families and our community?

“A community-wide commitment to personal fitness and wellness” is a commitment to healthy aging. Healthy aging means staying active and engaged to the best of one’s ability. People who engage with programs at the Senior Center have a more positive outlook on life, stay more connected to the community, and feel better physically and mentally. These outcomes lower health care costs and long-term health needs. For Charlottesville to stay vibrant and world-class, we need more opportunities for healthy aging.

While the current Senior Center offers over 30 excellent health and fitness programs each month, the space these programs use does not meet standards for best practice. Many seniors cannot exercise on hard tile floors that jar the bones and joints, without mirrors or balance bars to insure proper form and safety.

The Center at Belvedere’s design will have exercise rooms with floating floors, mirrored walls, and balance bars available. It will include an equipped fitness room designed for seniors, with 20 pieces of aerobic and weight-training equipment, as well as free weight and stretching areas.

Encouraging healthy aging improves the quality of life of seniors and their families, and allows seniors to continue to give back to their fellow citizens. An investment in the Center at Belvedere will enhance the well-being and quality of life, not just for seniors but also for all citizens who make use of its resources.

### ***Vision – 2025: A Center of Lifelong Learning***



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One common misperception is that seniors cannot learn new skills. Research shows that not only can seniors learn to speak a new language, play a new instrument, or excel in a new artistic craft, doing so is highly beneficial for their mental, emotional, and even physical health. In order for Charlottesville “to create an environment in which all students and indeed all citizens have the opportunity to reach their full potential,” the senior adults in our community must also have access to intellectually stimulating programming.

While U.V.A. and P.V.C.C. are wonderful resources, their learning programs are not accessible for many seniors. The Center’s member survey illustrates that 92% reported that their minds were stimulated by Senior Center programs. Of those who participated in an intellectual wellness program, 100% reported that they learned something new.

Unfortunately, the Senior Center’s 27-year-old facility has only one room designed for lifelong learning. The available multi-purpose rooms have poor acoustics due to high ceilings, hard floors and finishes, and inadequate sound systems. This prevents many seniors with hearing loss from participating.

The Center at Belvedere will significantly increase our classroom space so we can continue to grow and improve our lifelong learning programs. It has been designed to have a sufficient number of rooms of a variety of sizes to serve the classes, discussion groups, and seminars that contribute to healthy aging. With proper acoustics and technology, these classrooms will also benefit organizations that collaborate with The Center, such as JABA, Osher Lifelong Learning Institute (O.L.L.I.), and Senior Statesmen of Virginia (S.S.V.).

#### ***Vision – 2025: C’ville Arts and Culture***

With more than 30 programs in the arts and humanities, the Senior Center contributes to the “performing, visual, and literary arts reflective of the unique character, culture, and diversity of Charlottesville.”

Research studies demonstrate the beneficial effects that participation in arts and humanities programs have on older adults and those with disabilities. Findings include improved physical health, decreased anxiety and depression, greater sense of well-being, fewer medications and doctors’ visits, decreased falls and better balance, improved cognitive ability, and less loneliness. The Center’s arts and humanities programs include activities that improve lives and have successful outcomes.

99% of ALL program participants have fun – a critical ingredient for wellbeing.

The Center at Belvedere will include an auditorium, arts and crafts studio, as well as gallery space to increase our own arts programming. Importantly, The Center at Belvedere Auditorium will also be a vital new venue to our community. With seating for up to 400, it will fill a void in the range of community venues. By offering this resource to our nonprofit partners and as a community venue, The Center at Belvedere will help to ensure that all will “have an opportunity to be a part of this thriving arts, cultural, and entertainment scene.”

#### ***Vision – 2025: Community of Mutual Respect***

##### **Creating Connections**

The Senior Center is passionate about the importance of social engagement and inclusion for all people in our community. Research studies consistently show that social isolation is a powerful predictor of disease, decline, and institutionalization. Socially isolated people are twice as likely to die prematurely as people with many strong social relationships. In keeping with the City of

Charlottesville’s commitment “to racial and cultural diversity, inclusion, racial reconciliation, economic justice, and equity,” The Center is open to all, intentionally serving as a place of inclusion and community building. True diversity also respects and serves citizens of all ages, guarding against institutional ageism that ignores the needs of older adults.

The Center at Belvedere is designed for proper flow and interaction between participants and programs. A Greenberry’s Café will encourage a wide variety of people to break bread with their fellows. There will be access to usable outdoor spaces and gardens for lawn games, physical and social wellness programs, and events. Seating nooks and lounges will be placed throughout the building and grounds to encourage connections.

While the focus of our programming will continue to be healthy aging for adults age 50+, by building The Center at Belvedere, we will be able to meet a broader community need. We envision The Center as a place that celebrates community, builds bridges, and reduces social isolation. It will not only be a hub for senior resources, but also a place where all generations and people from all walks of life can come together to learn with and from one another. It will be open seven days and eighty hours each week, broadening access and increasing the number of persons served. The Center will continue to provide programming centered on holistic wellness, which research shows promotes longer, healthier, and happier lives. Through The Center at Belvedere, we can revolutionize how our community ages far into the future.

***Vision – 2025: A Green City***

We are committed to “sustainably designed and energy efficient” construction for The Center at Belvedere as a reflection of our organizational values and our responsibility as a community-owned, mission-driven nonprofit. Environmental wellness is part of our holistic approach to wellness and aging. The Senior Center selected Belvedere because it is; an environmentally friendly neighborhood; centrally located; highly walkable; and accessible via Charlottesville Area Transit (C.A.T.).

Over half of the Center at Belvedere’s six acres will be green space. Current conceptual designs integrate one acre of community gardens, a new home for the Senior Center’s long-standing rose garden tended by local Master Gardeners, as well as dedicated outdoor space for lawn games, physical and social wellness programs, and events. Tai Chi, bocce, badminton, community picnics – these are all programs we envision for this park-like space.

***Vision – 2025: Economic Sustainability***

Since 1960, the Senior Center has been one of the resources that make the City of Charlottesville a great place to live. It was the first nationally accredited senior center in Virginia. Today, it remains one of only 175 nationally accredited senior centers out of more than 12,000 centers nationwide. The Center has been the recipient of many awards and accolades, including the 2009 Pinnacle Award as America’s premier community center with excellence in all aspects of senior wellness programs, as well as the 2008 Commonwealth Council on Aging Best Practices in Healthy Aging Award.

The Center at Belvedere by meeting meet the needs of our community, is an economic development strategy – it is a critical element of an attractive and vibrant community.

**Community Engagement:**

The Senior Center has held regular town hall meetings open to the public on our vision for The Center at Belvedere. Center representatives spoke at every City Council town hall meeting during the F.Y. 2018 budget planning cycle to raise awareness of the plans and to solicit feedback on it.

**Budgetary Impact:**

Funding in the amount of \$600,000 was approved as part of the F.Y. 2019 Budget and another \$600,000 is planned in F.Y. 2020.

**Recommendation:**

Approve resolution

**Alternatives:**

N/A

**Attachments:**

Funding agreement

**A RESOLUTION APPROVING SENIOR CENTER FUNDING  
AGREEMENT, NOTE AND DEED OF TRUST TO SECURE  
EARMARKED DONATION UNDER VIRGINIA CODE § 15.2-953**

**BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the attached Senior Center Funding Agreement, Note and Deed of Trust are approved and that the City Manager and the City Attorney, or their respective designees, are hereby authorized to execute on behalf of the City the attached documents in a substantially similar form as approved by the City Attorney.

## AGREEMENT

**THIS AGREEMENT** is made and entered into on \_\_\_\_, 2018, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “City”), and the **SENIOR CENTER, INCORPORATED**, a Virginia not for profit corporation (the “Senior Center”), and its successors and assigns.

### Recitals

- R-1** The Senior Center is the owner of that parcel identified as Tax Map Parcel Number 06100-00-00-15400 (the “Property”), which is located within the Belvedere Development (“Belvedere”) in Albemarle County and contiguous to the City; and
- R-2** The Senior Center intends to establish a new center on the Property to provide facilities and services for the City of Charlottesville and the region’s senior population (“The Center at Belvedere”); and
- R-3** The proposed ~~The~~ Center at Belvedere will have the capacity to meet the needs of the City’s and the region’s expanding senior population, as well as dedicated functional space appropriate to the multi-dimensional activities proposed by the Senior Center; and
- R-4** The proposed ~~The~~ Center at Belvedere’s design includes greater accessibility and the first phase of The Center at Belvedere (“Phase One”) will include an equipped fitness center, 2 group exercise rooms, a lifelong learning suite with flexible-use, scalable classrooms, an auditorium for performing arts rehearsals and programs, a fine arts studio space, an expanded volunteer center, an expanded travel center, a café for social engagement, a game room, and several rooms for massage and other wellness and personal services; and
- R-5** The City received a one-time funding request from the Senior Center, which the City agreed to fund, in the amount of ONE MILLION TWO HUNDRED THOUSAND and 00/100 DOLLARS (\$1,200,000) to support the costs of design and construction of Phase One; and
- R-6** The total estimated project cost for the proposed ~~The~~ Center at Belvedere is \$23,000,000 and the Senior Center will seek the majority of the funding required for construction from private contributions and financing; and
- R-7** Construction of Phase One is currently scheduled to begin by December 2018 and to be completed between July 2021 and June 2022.

### Terms and Conditions for the City’s Contribution and the Senior Center’s Use of Funds

The parties agree as follows:

- 1. Authority.** The contributions by the City to the Senior Center as provided in this Agreement are made pursuant to Virginia Code § 15.2-953. The City, through its Charlottesville City Council (“City Council”) is enabled by Virginia Code § 15.2-953 to appropriate public funds to charitable institutions outside their corporate limits if such institution provides services to residents of the locality. The Senior Center is a charitable institution that is eligible to receive appropriations of public funds under Virginia Code § 15.2-953 and such funds are to develop a facility which will be located in an adjacent jurisdiction to the City of Charlottesville and shall provide services to eligible residents of the City of Charlottesville.
- 2. Contribution by the City.** The City agrees to appropriate and then contribute to the Senior Center a total of \$1,200,000 as provided in Section 4 of this Agreement. The contribution by the City in any fiscal year is subject to non-appropriation by the City Council as provided in Section 10 of this Agreement.

3. **Purposes for Which Contributed Funds May be Used.** The funds contributed by the City to the Senior Center shall be used solely for designing and constructing Phase One, which shall include the facilities and services described in recitals R-3 and R-4 of this Agreement.
4. **Timing of the Contribution of Funds by the City to the Senior Center.** The City will make up to a total of two (2) contributions to the Senior Center when the following milestones are reached as provided below:
  - A. \$600,000 will be contributed to the Senior Center in Fiscal Year 2019 provided all the following conditions have been met: the Senior Center provides written evidence to the satisfaction of the City Manager that it has obtained actual donations, formal pledges, and bank financing, when combined with the City's total contribution, will be sufficient to fund 75% of Phase One. The funds contributed by the City shall be deposited in an escrow account managed by an escrow agent selected by the City. The funds shall be released by the escrow agent to the Senior Center upon written instruction by the City Manager, once the Senior Center has issued a notice to proceed to its contractor to begin work on the construction of Phase One.
  - B. \$600,000 will be contributed to the Senior Center in Fiscal Year 2020 provided the following condition has been met: the Senior Center provides written evidence to the satisfaction of the City Manager that it has issued a notice to proceed to its contractor to begin work on the construction of Phase One.

The Senior Center shall provide the written evidence to the City Manager at the following address: City Manager, PO Box 911, Charlottesville, Virginia, 22902; provided that the written evidence may be transmitted to the City Manager by email or other electronic means as agreed to by the City Manager and the Senior Center's Executive Director.

Any contribution by the City to the Senior Center will, within 30 days, be appropriated and then contributed after the City Manager is satisfied that the written evidence provided by the Senior Center demonstrates that the applicable milestone has been reached.

5. **Return of Contributed Funds.** The Senior Center covenants that the funds contributed by the City to the Senior Center shall be returned to the City, upon request, in their entirety in any of the following circumstances:
  - A. The Senior Center does not obtain a building permit from the County to construct Phase One by June 30, 2021.
  - B. The Senior Center does not obtain a certificate of occupancy from the County for Phase One by June 30, 2024.
  - C. The Senior Center loses its status as a charitable institution under the rules of the United States Internal Revenue Service on or before the Senior Center expends all of the City's charitable contribution.
  - D. The Senior Center ceases to own the Property, unless agreed to in advance by the City, on or before the Senior Center expends all of the City's charitable contribution, subject to the proviso in Section 8(C) of this Agreement.
  - E. The Senior Center, or its successors or assigns, ceases to operate The Center at Belvedere and provide the facilities described in recitals R-3 and R-4 of this Agreement, and related appropriate activities, for the City and the region's senior population, within 5 years after the date the County issues the certificate of occupancy for Phase One.

**6. Prorated Return of Contributed Funds.** The charitable donation contributed by the City to the Senior Center shall be returned to the City on a prorated basis in the following circumstances:

- A. If the Senior Center, or its successors or assigns, ceases to operate the Center at Belvedere and provide the facilities described in recitals R-3 and R-4 of this Agreement, and related appropriate activities, for the City's senior population between 5 and 6 years after the date the County issues the certificate of occupancy for Phase One, the Senior Center, or its successors or assigns, will return \$1,000,000 of the charitable funds contributed to the City.
- B. If the Senior Center or its successors or assigns, ceases to operate the Center at Belvedere and provide the facilities described in recitals R-3 and R-4 of this Agreement, and related appropriate activities, for the City and the region's senior population, between 6 and 7 years after the date the County issues the certificate of occupancy for Phase One, the Senior Center, or its successors or assigns, will return \$800,000 of the charitable funds contributed to the City.
- C. If the Senior Center or its successors or assigns, ceases to operate the Center at Belvedere and provide the facilities described in recitals R-3 and R-4 of this Agreement, and related appropriate activities, for the City and the region's senior population, between 7 and 8 years after the date the County issues the certificate of occupancy for Phase One, the Senior Center, or its successors or assigns, will return \$600,000 of the charitable funds contributed to the City.
- D. If the Senior Center or its successors or assigns, ceases to operate the Center at Belvedere and provide the facilities described in recitals R-3 and R-4 of this Agreement, and related appropriate activities, for the City and the region's senior population, between 8 and 9 years after the date the County issues the certificate of occupancy for Phase One, the Senior Center, or its successors or assigns, will return \$400,000 of the charitable funds contributed to the City.
- E. If the Senior Center or its successors or assigns, ceases to operate the Center at Belvedere and provide the facilities described in recitals R-3 and R-4 of this Agreement, and related appropriate activities, for the City and the region's senior population, between 9 and 10 years after the date the County issues the certificate of occupancy for Phase One, the Senior Center, or its successors or assigns, will return \$200,000 of the charitable funds contributed to the City.
- F. After the completion of ten years from the date that the County issues the certificate of occupancy for The Center at Belvedere to provide facilities and programing in accordance with the recitals in R-3 and R-4 at the Belvedere location, the City shall, shall within thirty (30) days of the completion referenced in this provision, execute an instrument releasing any note and/or deed of trust executed by and between the Senior Center and the City to secure the performance of the covenants made by the Senior Center as to the use of the City's earmarked charitable donation.

**7. Security for the City's Contribution in the Event of the Senior Center's Failure to Complete Phase One.** The City, in its sole discretion, may record an instrument against the Property to secure the return of its contributed funds under any of the circumstances described in Section 5 or 6 of this Agreement. The Senior Center will sign the documents necessary to allow the City to record its instrument, and will not otherwise prevent, or seek to prevent, the City from recording its instrument. The City instrument will be subordinate to any instrument recorded by one or more financial institutions to secure its funding provided to the Senior Center for Phase One and Phase Two of The Center at Belvedere. The City shall upon request sign any documents necessary to subordinate its instrument to the instrument recorded, or to be recorded, by the financial institution, and will not otherwise prevent, or seek to prevent, the financial institution from recording its instrument. The City shall within thirty (30) days release any instrument that it records to secure the return of its contributed funds as provided under this Section when the Senior Center is no longer obligated to return contributed funds as provided under Section 5 and/or Section 6 of this Agreement. The Senior Center shall not be responsible for any costs,

including recording costs, incurred by the City for it to record any instrument under this Section.

**8. Obligations of the Senior Center.** The Senior Center shall:

- A. Complete Phase One and obtain a certificate of occupancy from the County for Phase One in an expeditious manner.
- B. Maintain its status as a charitable institution under the rules of the United States Internal Revenue Service at least until it obtains a certificate of occupancy from the County for Phase One.
- C. Continue to own the Property at least until it obtains a certificate of occupancy from the County for Phase One; provided that the City Council may, in its sole discretion, determine that a change in the legal status of the Senior Center as a corporation (*e.g.*, from a corporation to another entity) is not a change in ownership for purposes of this Agreement.
- D. From the date of this Agreement and until the design and construction of the Center at Belvedere is 100% funded; diligently conduct a capital campaign to obtain contributions to pay for the cost of design and construction of Phase One of The Center at Belvedere.
- E. Provide access to the Center at Belvedere to all eligible residents of the City of Charlottesville. The Center at Belvedere shall endeavor to promote use and participation by City of Charlottesville residents. The Center shall make and designate a location at The Center at Belvedere for a bus stop for Charlottesville City Transit to assist with access for City residents and shall continue efforts to maintain membership data targeting at least 25 % of total membership from City residents in any given calendar year. The Center at Belvedere will also encourage and facilitate guest participation annually from City of Charlottesville residents. Each calendar year for a period of ten years after commencement of operations for the Center at Belvedere, the Senior Center shall provide a report to the City Manager documenting the previous year's activities, City membership, and to the extent feasible, a report on the percentage of guest participation from City residents in the previous calendar.
- F. Operate The Center at Belvedere and provide the facilities described in recitals R-3 and R-4 of this Agreement, and related appropriate activities, for the City's and the region's senior population for at least 10 years after the date the County issues the certificate of occupancy for Phase One, provided that this requirement may be satisfied by any successor or assign of the Senior Center.
- G. Not discriminate against any person in its employment, membership, or services on any basis prohibited by federal or state law.

**9. No Goods or Services Received by the City.** The contributions made by the City pursuant to this Agreement are solely to enable the Senior Center to design and construct Phase One of The Center at Belvedere to provide and promote additional facilities and services for residents living in the City of Charlottesville. The descriptions of the services that will be provided by the Senior Center at the Center at Belvedere in recitals R-3 and R-4 of this Agreement state the public and charitable purposes of this donation. The contingent and earmarked funds are to aid in providing senior residents with facilities and programming to promote health and quality of life and the City's contribution shall serve this charitable goal. The charitable purposes articulated herein are not a description of goods or services being procured by the City through this Agreement pursuant to the City's earmarked and designated charitable donation of public funds.

**10. Nonappropriation.** The obligation of the City to contribute funds as provided in Sections 2 and 4 of this Agreement is subject to, and dependent upon, appropriations being made from time to time by the City Council. Under no circumstances shall this Agreement be construed to establish an irrevocable



obligation on the City to contribute the funds.

11. **Non-severability.** If any provision of this Agreement is determined by a court having jurisdiction to be unenforceable to any extent, the entire Agreement is unenforceable.
12. **Entire Agreement.** This Agreement states all of the covenants, promises, agreements, conditions, and understandings between the City and the Senior Center regarding the City's contribution of funds.
13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and proceeding concerning this agreement shall be commenced in Courts having jurisdiction within the City of Charlottesville.
14. **Amendments.** This Agreement may be amended by a written amendment signed by the authorized representatives of the parties.
15. **Force Majeure.** In the event the Senior Center's timely performance of Section 5(A) or 5(B) of this Agreement is interrupted or delayed by any occurrence not occasioned by the conduct of either the Senior Center, or the City whether the occurrence is an Act of God such as lightning, earthquakes, floods, or other similar causes; a common enemy; the result of war, riot, strike, lockout, civil commotion, sovereign conduct, explosion, fire, or the act or conduct of any person or persons not a party to or under the direction or control of either the Senior Center or the City, then performance of Section 5(A) or 5(B) of this Agreement shall be excused for a period of time as is reasonably necessary after the occurrence to remedy the effects thereof.

WITNESS the following authorized signatures:

**SENIOR CENTER, INCORPORATED**

\_\_\_\_\_  
Gregory A. Menke, President

**CITY OF CHARLOTTESVILLE, VIRGINIA**

\_\_\_\_\_  
Michael Murphy, Interim City Manager

Approved as to form:

\_\_\_\_\_  
Allyson Manson Davies, Deputy City Attorney

Prepared by Allyson Manson Davies (VSB #42996)  
Charlottesville City Attorney's Office, P. O. Box 911, Charlottesville, VA 22902  
Tax Map Parcel 06100-00-00-15400 (The Center at Belvedere)

## DEED OF TRUST

**This Deed of Trust** made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between **SENIOR CENTER, INCORPORATED**, a Virginia not for profit corporation (herein referred to as "Senior Center"); and **ALLYSON MANSON DAVIES** of P.O. Box 911, Charlottesville, Virginia 22902 and **JOHN BLAIR** of P.O. Box 911, Charlottesville, Virginia 22902, (herein referred to as "Trustees"), either of whom may act; and the **CITY OF CHARLOTTESVILLE, VIRGINIA** (herein referred to as "Noteholder").

### RECITALS

**WHEREAS**, the Senior Center has executed a deed of trust note of even date (the "Note") payable to the Noteholder in the amount of **ONE MILLION TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,200,000.00)** and maturing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (10 years), and evidencing a debt for the construction of a new facility (The Center at Belvedere) on the Property (as described in Attachment A), which is intended to provide facilities and services for the region's senior population. The Senior Center desires to secure to the Noteholder the payment of certain indebtedness of the Senior Center to the Noteholder and the performance of certain covenants made by the Senior Center to the Noteholder, set forth in an Agreement dated \_\_\_\_\_, 2018 between the Noteholder and the Senior Center (the "Agreement"). The terms and conditions of said Agreement are attached to the Note and incorporated herein by reference; and

**WHEREAS**, the aforementioned deed of trust Note reflects that the loan amount of **ONE MILLION TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,200,000.00)** is deferred unless: (1) the Property is sold or transferred within the 10 year loan term; or (2) the Senior Center fails to comply with the terms of the Note. The loan term for this deferred payment loan is ten (10) years, At the expiration of the loan term period, or ten (10) years from the date Albemarle County issues a certificate of occupancy for The Center at Belvedere, whichever is later, the loan shall be forgiven and the deed of trust lien released at the City's expense within thirty (30) days of the appropriate date of expiration.

**NOW THEREFORE, WITNESSETH:** That for and in consideration of the provisions of this Deed of Trust (herein referred to as "Deed") and of \$10.00 cash in hand paid and other valuable consideration, the receipt whereof is hereby acknowledged, the Senior Center does hereby grant and convey unto the Trustees, with General Warranty and English Covenants of Title, the real property described in **Attachment A** together with all buildings, improvements,

and fixtures now or hereafter erected thereon, including without limitation all apparatus, equipment, fixtures, or articles, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or other services, and all items of personal property and any other thing now or hereafter therein or thereon used in connection with the Property including without limitation screens, window shades, storm doors and windows, affixed floor coverings, screen doors, blinds, awnings, stoves, and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements relating to the Property, as well as any unearned hazard insurance premium with respect to such property, all of which are hereby pledged, assigned, transferred, and set over unto the Trustees, whether now due or hereafter to become due. All of the foregoing realty and personal property are hereafter sometimes referred to as the "Property."

**In Trust, However,** to secure to the Noteholder the performance and payment by the Senior Center of the indebtedness described in Paragraphs 1, 2, and 3 below, which indebtedness is sometimes referred to herein as the "Secured Indebtedness," and also to secure the due and punctual performance by Senior Center of each and every covenant, condition and agreement contained in the Note, and each and every other obligation, covenant, and agreement (sometimes referred to herein as the "Secured Covenants" of the Senior Center to and with the Agreement dated \_\_\_\_\_, 2018, as amended, between the parties concerning or relating to the Property.

### **SECURED INDEBTEDNESS**

#### **The Secured Indebtedness consist of:**

- 1. Indebtedness under Note.** All obligations under the Note, if any, and each note given in substitution for, or upon any renewal or extension of, the Note.
- 2. Indebtedness Arising Under Deed of Trust.** All indebtedness to the Noteholder and to the Trustees which arise under any of the Senior Center's covenants expressly made herein, including fees of their attorneys and agents and other expenses respectively incurred by them in connection with the performance by or assertion of their respective rights and/or duties as set forth in this Deed.
- 3. Other Indebtedness.** All other indebtedness of the Senior Center to the Noteholder, whether arising out of the Secured Covenants or otherwise, whether now existing or hereafter incurred, whether or not represented or evidenced by negotiable instruments or other writings.

Whenever moneys are to be applied by the Noteholder to the payment of the Secured Indebtedness, the Noteholder shall determine, in its sole discretion, the order and manner in which such moneys are to be applied to the individual indebtedness secured hereby, unless expressly provided otherwise by this Deed, by other written agreement between the Senior Center

and the Noteholder or by law.

**4. Subordination.** The Noteholder and Trustees agree, promptly upon request, to take any action requested by the Senior Center that is necessary to effectively subordinate any indebtedness to the Noteholder and any of its predecessors in interest, including the Secured Indebtedness hereunder, to any instruments necessary to secure financing from financial institutions and/or other entities for the construction of the Center at Belvedere. The Noteholder and Trustees will sign the documents necessary to subordinate their instrument to the instrument recorded, or to be recorded, by the financial institution, and will not otherwise prevent, or seek to prevent, the financial institution from recording its instrument.

### **ADDITIONAL SECURITY**

As additional security for the payment of the Secured Indebtedness and performance of the Secured Covenants, the Senior Center hereby transfers, sets over, and assigns the Noteholder:

**A.** All judgments, awards of damages, settlements, and compensation made in connection with or in lieu of : **(i)** any taking of the Property by or under assertion of the power of eminent domain; **(ii)** any damage to or destruction of the Property by insured casualty; and **(iii)** any other injury or damages to the Property. The Noteholder is authorized and empowered (but not required) to collect and receive any such sums and is authorized to apply them in whole or in part to the reduction of the Secured Indebtedness and/or to the performance of the Secured Covenants.

### **SECURED COVENANTS**

**The Senior Center covenants and agrees as follows:**

**(1) Compliance with Agreement.** Senior Center agrees to comply at all times during the loan term period with the terms of the Agreement dated \_\_\_\_\_, 2018 between the City of Charlottesville and Senior Center, Incorporated, said agreement being attached to and incorporated into the Note.

**(2) Payment and Performance.** Senior Center shall pay without demand all Secured Indebtedness and shall fully perform without demand all Secured Covenants, when such payments or performances are due.

**(3) Payment and Discharge of Liens.** Senior Center shall pay when due all amounts and shall perform all covenants secured by any deeds of trust recorded prior to this Deed. The Senior Center also shall pay, when due, all claims of every kind and nature which might or could become a lien on the Property or any part thereof having priority over the lien of this Deed, and the Senior Center shall not at any time create or allow to exist any prior lien on the Property or

any part thereof of whatsoever kind or nature other than those specifically approved by the Noteholder; provided, however, that the following are excepted from the foregoing: **(i)** liens for taxes and assessments which are not delinquent although by law are given the status of a lien and **(ii)** such of the above claims as are, and during the time they are, being contested by the Senior Center in good faith and by appropriate legal proceedings, but the Senior Center shall post such security for the payment of such contested claims as is requested by the Noteholder.

**(4) Maintenance of the Property.** **(i)** Senior Center shall promptly repair, restore, or rebuild any part of the Property that may become damaged or be destroyed while subject to the lien of this Deed; **(ii)** Senior Center shall not commit or suffer waste of the Property; **(iii)** Senior Center shall not commit or suffer to be done or exist on or about the Property any condition whereby the Property shall become less valuable; **(iv)** without prior written permission, Senior Center shall not remove or demolish the Property; **(v)** Senior Center shall comply with all applicable laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Property, and not suffer or permit any violations thereof.

**(5) Inspections.** The Noteholder and its agents shall have the right of entry and free access to the property and right to inspect all buildings, fixtures, and equipment in the Property upon seventy-two (72) hours written request. All books, contracts, records, documents, and other papers relating thereto shall at all times be available at the Property (or such other place as the Noteholder shall approve) in reasonable condition for proper audit and shall be subject to examination and inspection and copying at any reasonable time by the Noteholder or its authorized agents. It is understood and agreed that any inspection hereunder by the Noteholder shall be for the sole benefit and protection of the Noteholder, and neither the Senior Center nor any other party shall be entitled to rely upon such inspection or the results therefrom for any purpose whatsoever, including without limitation the assertion of: **(a)** any claim or defense with respect to any failure by the Senior Center to perform in accordance with the terms of this Deed; or **(b)** any waiver or other modifications of the rights of the Noteholder or obligations of the Senior Center hereunder.

**(6) Insurance.** Senior Center shall maintain insurance for the full replacement cost of the Property, and shall maintain policies of insurance against such other hazards, casualties, and contingencies as the Noteholder may require, with all such policies naming the Noteholder as the mortgagee and to be in form satisfactory to, and with insurance companies approved by, the Noteholder. The proceeds of any such insurance shall be applied by the Noteholder to the restoration of the Property damaged or destroyed, under safeguards satisfactory to the Noteholder in its sole discretion. Such policies shall, at the option of the Noteholder, be directed to and held by the Noteholder without liability. Senior Center shall provide to the Noteholder annual certificates of insurance or endorsements, as applicable, and evidence that insurance policy premiums have been paid when due.

**(7) Payment of Taxes and Utility Charges.** The Senior Center shall pay, when due, all taxes and assessments both general and special, ground rents, fines, penalties, impositions,

levies, dues, and charges of every type or nature levied upon or assessed against the Property including any personal property included thereon, or upon the interest therein of the Noteholder or the Trustees hereunder and shall annually provide to the Noteholder evidence that all such payments have been paid when due.

(8) **Warranty of Title.** The Senior Center is lawfully seized of an indefeasible estate in the property in fee simple, free from encumbrances except as accepted by the Noteholder, has good right and power to convey the Property, does hereby warrant generally the same, and shall execute such further assurances as may be requisite.

(9) **Attorney's Fees: Costs of Trustees' Sale.** If the Noteholder employs an attorney to collect any or all of the Secured Indebtedness or to foreclose this Deed, or authorizes the Trustees to conduct Trustees' sale proceedings hereunder, then the Trustees and the Noteholder shall be reimbursed by Senior Center, immediately and without demand, for all reasonable costs, charges, and attorneys' fees incurred by them or either of them in any such case whether or not suit be commenced and the same shall be secured hereby.

(10) **Sale or forbearance.** No sale of the Property, forbearance on the part of the Noteholder or extension of the time for the payment of the Secured Indebtedness given by the Noteholder shall operate to release, discharge, modify, change, or affect the original liability of the Senior Center herein either in whole or in part.

(11) **Rights of Noteholder to Remedy Defaults.** If the Senior Center defaults in payment of any sums or in the performance of any act required to be paid or performed by the Senior Center under the provisions of any of the covenants herein, the Noteholder may, at its option, make payment thereof or perform any act required of the Senior Center, to such extent and in any form or manner deemed expedient by the Noteholder, and pay any other sums, expenses, and charges, including attorneys' fees which the Noteholder deems necessary or appropriate therefor. The Noteholder shall be the sole judge of the validity, priority, and amount of any such claims so paid by it and the necessity for the performance by the Noteholder of any such act which the Senior Center was required but failed to perform. The Noteholder at its option, shall be subrogated to any encumbrance, lien, claim, or demand which it has paid under the provisions hereof and any such subrogation rights shall be additional and cumulative security to those set forth in the Deed and as provided by law.

**Notice of Default; Right to Cure.** The Noteholder shall provide the Senior Center with written notice of any purported event of default under this Deed of Trust and the associated Promissory Note and Agreement, and the Senior Center shall have one hundred eighty (180 days) to cure such default (the "Cure Period") before the Noteholder may invoke any of the remedies set forth in Section 16 herein or otherwise provided by law or statute.

(12) **Repayment to the Noteholder.** Upon the payment of any sums of performance of any act which the Senior Center fails to pay or to perform, the amount so paid or the cost of

performing any such act, together with other sums paid or incurred by the Noteholder (including charges, expenses, and attorney's fees deemed necessary or appropriate by the Noteholder to effect such payment or to perform such acts) immediately and without demand, shall be paid by the Senior Center to the Noteholder. The foregoing amounts shall be secured hereby.

**(13) Regulatory Covenants.** (a) The Senior Center hereby agrees that it shall comply with the provisions of all applicable federal, state, and local laws prohibiting discrimination in housing and that the Senior Center, to the extent it has employees, and all contractors and subcontractors engaged in the construction, rehabilitation, or management of the Property, shall provide an equal opportunity for employment without lawful discrimination. (b) The provisions of this subparagraph (b) shall apply during the period when the Note, if any, is secured by this Deed.

**(14) Sections 55-59, 59.1 through 59.4 and 55-60, Code of Virginia.** The duties, rights, and obligations set forth in Section 55-59 of the Code of Virginia shall be deemed to be superseded by provisions of this Deed. Except as otherwise herein expressly provided, this Deed shall be construed to incorporate the provisions of Sections 55-59.1 through 55-59.4 of the Code of Virginia as now in force and specifically to incorporate herein the following provisions, by short form reference below, of Sections 55-59.2, 55-59.4, and 55-60 of the Code of Virginia:

**Exemptions waived.**

**Renewal, extension, or reinstatement permitted.**

**Any Trustee may act.**

**Advertisement required: Such advertisement shall be published once a week for three weeks.**

**(15) Events of Default.** Any one or more of the following events shall constitute a default under this Deed: (a) Default in the payment of any portion of the Secured Indebtedness or any installment thereof, whether principal, interest, loan repayment, or otherwise; or (b) Default in the due performance or observance of any Secured Covenant; or (c) Misrepresentation or omission by the Senior Center of any material fact in the Application, any supplements or amendments thereto or in or with respect to any document or information furnished pursuant thereto; or (d) If the Senior Center shall be involved in financial difficulties as evidenced by default under any deed of trust recorded prior to this deed. Upon any purported event of default herein, the Noteholder shall provide written notice as required by Paragraph 11 hereof and the Cure Period must expire before the Noteholder may exercise any of its remedies as set forth in Paragraph 16 hereof or under the statutes, laws, and regulations of the Commonwealth of Virginia or the United States of America.

**(16) Remedies on Default.**

**(A) Acceleration.** In the event of any default hereunder, then all of the Secured Indebtedness shall, at the option of the Noteholder, become at once due and payable. No failure by the Noteholder to exercise such option shall be deemed or construed as a waiver of the

right to exercise same in the event of any subsequent or continuing event or default.

**(B) Sale.** In the event of default hereunder, then at the request of the Noteholder the Trustees shall sell (and in the case of default of any purchaser, shall resell) the property at auction for cash, unless the Noteholder and the Trustees shall agree upon other terms. Such sale shall be held, in the discretion of the Trustee, at the premises or in front of the circuit court building (or at such other place as the Trustees may select) in the city or county in which the Property or the greater part thereof lies, or in the corporate limits of any city surrounded by or contiguous to such county, or in the case of annexed land, in the county of which the land was formerly a part. Such sale shall be made upon such other terms and conditions, in such parcels and at such times as the Trustees shall deem proper. Upon compliance with the terms of such sale, the Trustees shall convey the Property in fee simple to and at the cost of the purchaser thereof (who shall not be required to see to the application of the purchase money) and to hold and apply the proceeds of such sale or sales in the manner provided by law and this Deed.

**(C) Entry and Receivership.** In the event of any default hereunder and irrespective of whether the Noteholder accelerates the maturity of all indebtedness secured hereby, the Noteholder may exercise the rights and remedies provided herein. In addition, in the event of such default, the Noteholder or Trustees, upon the Noteholder's written demand to the Trustees, without notice may enter upon and take possession of the Property or any part thereof, and perform personally or by their agents any acts which the Noteholder or the Trustees deem necessary or proper to operate, manage, and conserve the property and/or have a receiver appointed. The expenses (including but not limited to the Noteholder's, the Trustees', and the receiver's fees, counsel fees, costs, and agents' compensation) incurred pursuant to the powers herein contained shall be secured hereby. In the event that the Trustees take possession of the property pursuant hereto, the Trustees shall after payment of all their costs and expenses, pay to the Noteholder all rents and other income collected by the Noteholder or the Trustees, and the Noteholder shall apply the same to the payment of the Secured Indebtedness. The right under this subparagraph (c) to enter and take possession of the property and to manage and operate the same whether by a receiver or otherwise shall be in addition to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof.

**(D) Application of Funds.** With respect to funds (including investments therefrom) which are security under this Deed, the Noteholder shall, in the event of default hereunder, have the right, in addition to all other rights and remedies hereunder, at any time and from time to time to expend all or any part of such funds for the repayment of the Secured Indebtedness or the performance of the Secured Covenants. In the event of a sale under paragraph (b), any such funds then remaining shall be applied to the Secured Indebtedness.

**(17) Delay.** No delay by the Noteholder or the Trustees in exercising any right or remedy hereunder or otherwise afforded by law shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.



**(18) Sales and Transfers. REPAYMENT OF THE NOTE IS DUE WHEN AND IF ANY OR ALL OF THE PROPERTY IS SOLD, DEPOSED, OR OTHERWISE TRANSFERRED BY THE SENIOR CENTER PRIOR TO TEN (10) YEARS FROM THE DATE OF THIS DEED OF TRUST. IN THE EVENT THE SENIOR CENTER SELLS, DEPOSES, OR OTHERWISE TRANSFERS ANY OR ALL OF THE PROPERTY PRIOR TO SAID DATE, THE SENIOR CENTER SHALL PAY TO THE CITY OF CHARLOTTESVILLE THE BALANCE DUE ON THE LOAN AMOUNT UNDER THE TERMS OF THE PROMISSORY NOTE. THE TERMS OF THE NOTE ARE INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE.**

**(19) Trustee Substitution.** The irrevocable power to appoint a substitute trustee or trustees is hereby expressly granted to the Noteholder, to be exercised at any time hereafter, without specifying any reasons therefore by filing for record in the Clerk's office where this instrument is recorded a deed of appointment. Said power of appointment of successor trustee or trustees may be exercised as often as and whenever the Noteholder deems advisable. The exercise of said power of appointment, no matter how often, shall not be an exhaustion thereof, and upon recording of such deed or deeds of appointment, the trustee or trustees so appointed shall thereupon, without further act or deed of conveyance, succeed to and become fully vested with identically the same title and estate in and to the Property hereby conveyed and with all the rights, powers, trusts, and duties of their, his, or its predecessor in the trusts hereunder, with like effect as if originally named as trustee or as one of the trustees hereunder.

**(20) Notice.** Unless required by law, notice of the exercise of any option granted to the Noteholder herein need not be given, and the Senior Center hereby waives, to the extent permitted by law, any notice of the election of the Noteholder to exercise any such option.

**(21) Remedies Cumulative.** No remedy herein contained or conferred upon the Noteholder to the Trustees is intended to be exclusive of any other remedy or remedies afforded by law or by the terms hereof to the Noteholder or to the Trustees, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

**(22) Successors, Assigns, Gender, Number.** The covenants and agreements herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, and the singular, and the use of any gender shall be applicable to all genders.

**(23) Security Agreement.** This Deed shall constitute a security agreement under the Uniform Commercial Code for the benefit of the Noteholder as Secured Party. In the event of default hereunder, the Noteholder may, at its sole election, proceed to enforce any one or more of the rights and remedies (i) as provided in the Deed or any other agreement or instruments relating

to the Property, or (ii) as otherwise provided by law.

(24) **Headings.** The headings herein are inserted only for convenience of reference and in no way define, limit, or describe the scope or intent of this Deed, or of any particular provision thereof, or the proper construction thereof.

Upon the payment of all Secured Indebtedness and upon the performance of all Secured Covenants, the City covenants to pay the expenses of releasing this Deed of Trust within thirty (30) days of the expiration of the loan term period or ten (10) years from the date Albemarle County issues a certificate of occupancy for the Center at Belvedere, whichever is later.

*[This space intentionally left blank]*

**Witness** the following signature and seal.

**SENIOR CENTER, INCORPORATED**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Hiram J. Ewald, President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me by Hiram J. Ewald, as President of Senior Center, Incorporated, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Registration # \_\_\_\_\_

**ATTACHMENT A**  
**(INSERT LEGAL DESCRIPTION)**

*Recipient: Senior Center, Incorporated*  
*Property Address: Albemarle County TMP 06100-00-00-15400*  
*Date: \_\_\_\_\_, 2018*

## **PROMISSORY NOTE**

Funding for Senior Center, Inc. (The Center at Belvedere)

**For Value Received, SENIOR CENTER, INCORPORATED** (hereinafter the "Recipient") promises to pay to the order of the **CITY OF CHARLOTTESVILLE** (the "City" or "Noteholder"), the principal sum of **One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00)**, as follows:

**1. One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00)** of the aforementioned amount is deferred unless the Property (described in Exhibit A) owned by Senior Center, Incorporated is sold or transferred, or the Recipient fails to comply with the terms of the loan documents, a copies of which are attached hereto and incorporated herein, between the City of Charlottesville and Recipient, dated \_\_\_\_\_, 2018 (the "Agreement"). The Agreement establishes terms and conditions for City contributions totaling \$1,200,000.00 to Recipient, as authorized by City Council Resolution approved \_\_\_\_\_, 20\_\_ for the construction of a new Senior Center facility, The Center at Belvedere (the "Project") on the Property.

**2.** This contribution is made pursuant to Virginia Code § 15.2-953, which enables the City to appropriate public funds to charitable institutions outside its corporate limits if such institution provides services to residents of the City. This Note shall be secured by a deed of trust lien on the Property, to be recorded by the City as the Noteholder, but subject to subordination to all other liens by financial institutions or other entities providing funding for Phase One or Phase Two of the Project (The Center at Belvedere).

**3.** In the event:

(a) of any default hereunder or under any instrument, document, or agreement which secures this Note;

(b) of non-compliance with any of the terms of the Agreement, which terms are specifically incorporated into this Note and any Deed of Trust recorded to secure the funds contributed by the City;

(c) the Recipient shall be or become insolvent or make an assignment for the benefit of creditors;

(d) a petition is filed or any other proceeding is commenced under the Federal Bankruptcy Act or any state insolvency statute by or against the Recipient; or

(e) a receiver is appointed for, or a writ or order of attachment, levy or garnishments is issued against the Recipient or the property, assets or income of the Recipient,

this Note shall become immediately due and payable in the maximum amount then due as set forth in Paragraph 6 of the Agreement between the City of Charlottesville, Virginia, a political subdivision of the Commonwealth of Virginia, and the Senior Center, Incorporated, a Virginia not for profit corporation, dated \_\_\_\_\_, at the option of the holder, without any notice or demand.

4. The contribution evidenced by this Note is being made to allow the Recipient to finance the development and construction of a new facility to be known as The Center at Belvedere, which will benefit the residents, including low-income residents, of the City. **Repayment of the Note is due only in accordance with the terms of the Agreement. In the event the Recipient sells, devises, or otherwise transfers any or all of the Property, the Recipient shall pay to the City of Charlottesville the balance due on the loan amount of this Note; notwithstanding the foregoing, if the Property is transferred to a nonprofit agency acceptable to the Noteholder in its sole and absolute discretion, and such nonprofit agency agrees to assume the corresponding obligations and to perform the services described in the Agreement, the obligation may be transferred to and assumed by such nonprofit agency.**

5. The undersigned makers, and any and all endorsers, sureties, guarantors and assumes hereof (each a "Party" and collectively the "Parties" hereto), hereby jointly and severally waive presentment, demand, protest, notices of dishonor and of protest, the benefits of homestead, and all other waivable exemptions, and all defenses and pleas on the ground of any extension(s) of the time of payment or of the due dates of this Note, in whole or in part, before or after maturity, with or without notice, it being further agreed by all Parties that they will pay any collection expense, court costs, and reasonable attorneys' fees which may be incurred in the collection or enforcement of the Note or any part hereof.

6. This Note is secured by a Deed of Trust of even date herewith made by Senior Center, Incorporated conveying real property and other security, which real property is described in Exhibit A to this Note, and described in said Deed of Trust, in which the Trustees are Allyson Manson Davies and John Blair.

**Witness** the following signatures.

**[Signature Page To Follow]**

**SENIOR CENTER, INCORPORATED**

By: \_\_\_\_\_  
Gregory A. Menke, President

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_

This Note was acknowledged before me by Gregory A. Menke, as President of Senior Center, Incorporated, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Registration #: \_\_\_\_\_

**EXHIBIT A**

**(INSERT LEGAL DESCRIPTION)**



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



Agenda Date:	October 15, 2018
Action Required:	Acceptance of Permit Parking Block(s)
Presenter:	Brennen Duncan, Traffic Engineer, NDS
Staff Contacts:	Brennen Duncan, Traffic Engineer, NDS
<b>Title:</b>	<b>2018 Permit Parking Requests</b>

**Background**

Every year per city code, permit parking requests are submitted to Neighborhood Development services. All requests submitted prior to February 28<sup>th</sup> are evaluated against the guidelines set forth in city code section 15-206.

**Discussion**

This year we received 5 applications for Permit Parking from the neighborhoods. These included Hinton Avenue, Anderson Street, Nunley Street, Hanover Street and Carlton Road. Parking Data was collected on three different days in May. Of the five applications only Hinton Avenue met the criteria set forth in code (>50% commuters and >75% occupied). Three of the remaining four requests met the threshold for percentage of commuter parking, but did not meet the threshold for occupied spaces. Nunley Street was the only request that did not meet either threshold set forth in code.

**Budgetary Impact**

None.

**Recommendations**

Traffic Engineering's recommendation is to accept Hinton Avenue into the City's Permit Parking system.

**Council Action**

Approve the acceptance of the 600 block of Hinton Avenue as a residential permit parking block.

**Attachments**

1. 2018 Permit Parking MEMO

CITY OF CHARLOTTESVILLE  
*"A World Class City"*



Department of Neighborhood Development Services

City Hall • P.O. Box 911  
 Charlottesville, Virginia 22902  
 Telephone (434) 970-3182  
 Fax (434) 970-3359  
 www.charlottesville.org

## MEMO

TO: Maurice Jones, City Manager  
 CC: Alexander Ikefuna, NDS Director  
 FROM: Brennen Duncan, City Traffic Engineer  
 DATE:  
 RE: **2018 PERMIT PARKING**

Residents of five individual city streets submitted petitions requesting their street be surveyed to determine if permit parking is warranted. Neighborhood Development Services has completed the survey of Hinton Ave, Anderson St, Nunley St, Hanover St, and Carlton Rd.

Data was collected on three (3) separate weekdays per City code. City code requires that 75% of available on-street parking be occupied and that 50% of those spaces be occupied by commuters on all three (3) occasions. [see charts below]

HINTON AVE	Survey Date	% Commuter	% Occupied
	<b>Required</b>	<b>&gt;50</b>	<b>&gt;75</b>
	Thurs 5/24/18	64	79
	Wed 5/30/18	65	85
	Thurs 5/31/18	66	88
<b>Average</b>	<b>65</b>	<b>84</b>	

NUNLEY ST	Survey Date	% Commuter	% Occupied
	<b>Required</b>	<b>&gt;50</b>	<b>&gt;75</b>
	Thurs 5/24/18	30	71
	Wed 5/30/18	44	64
	Thurs 5/31/18	33	64
<b>Average</b>	<b>36</b>	<b>66</b>	

ANDERSON ST	Survey Date	% Commuter	% Occupied
	<b>Required</b>	<b>&gt;50</b>	<b>&gt;75</b>
	Thurs 5/24/18	65	71
	Wed 5/30/18	88	57
	Thurs 5/31/18	76	61
<b>Average</b>	<b>76</b>	<b>63</b>	

HANOVER ST	Survey Date	% Commuter	% Occupied
	<b>Required</b>	<b>&gt;50</b>	<b>&gt;75</b>
	Thurs 5/24/18	88	44
	Wed 5/30/18	94	89
	Thurs 5/31/18	93	83
<b>Average</b>	<b>92</b>	<b>72</b>	

CARLTON RD	Survey Date	% Commuter	% Occupied
	<b>Required</b>	<b>&gt;50</b>	<b>&gt;75</b>
	Thurs 5/24/18	78	53
	Wed 5/30/18	83	35
	Thurs 5/31/18	80	30
<b>Average</b>	<b>80</b>	<b>39</b>	

The data collected shows that only Hinton Avenue meets the thresholds defined by City Code.

**RESOLUTION**  
**APPROVING THE 600 BLOCK OF HINTON AVENUE**  
**AS A RESTRICTED PARKING AREA**

**WHEREAS**, residents of the 600 block of Hinton Avenue have requested that City Council designate that block as a restricted parking area; and

**WHEREAS**, in accordance with City Code Section 15-201, *et seq.*, the City Traffic Engineer has conducted on street parking surveys and mailed notice to all residents of the affected area that Council will consider designating such area as a restricted parking area; and

**WHEREAS**, the surveys have shown that at least 75% of the total number of on street parking spaces in the proposed restricted parking area were occupied, and at least 50% of the total number of on street parking spaces in that area were occupied by commuter vehicles; and

**WHEREAS**, in accordance with City Code Section 15-203(b)(3), the City Manager has certified that the parking surveys have met the minimum parking occupancy requirements for permit parking controls; and

**WHEREAS**, Council has considered:

- (a) the purpose and intent of the permit parking ordinance and regulations;
- (b) the alternate means of transportation, if any, to and from the restricted parking area being established;
- (c) the adverse impact that restricting parking in such area might have on nearby neighborhoods that do not have permit parking;
- (d) the adverse impact that such restrictions may have on the non-residents of the proposed restricted parking area and their ability to find available parking near their place of work; and
- (e) the hours, if any, during which the proposed restricted parking area is affected by commuter vehicles; now, therefore

**BE IT RESOLVED** by the Council of the City of Charlottesville that the 600 block of Hinton Avenue is hereby designated as a restricted parking area.

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



Agenda Date:	October 1, 2018
Action Required:	Consideration of a Zoning Text Amendment
Presenter:	Craig A. Fabio, Asst. Zoning Administrator, NDS
Staff Contacts:	Craig A. Fabio, Asst. Zoning Administrator, NDS
Title:	<b><u>ZT18-06-04 – Temporary Parking Facilities</u></b>

**Background:**

At the Planning Commission’s June 12, 2018 meeting, a study period was initiated at the request of Staff. Staff has dealt with multiple requests over the past few years associated with Temporary Parking Facilities. Several properties on Cherry Avenue are currently operating in a manner that could comply with these regulations. The Quirk, currently under construction on West Main Street has interest in using the nearby parcel (on 5<sup>th</sup> Street SW) in this manner as well. Staff seeks a Temporary Use Permit option to provide regulations and enforcement assistance for projects such as these.

**Standard of Review**

Per Sec. 34-42(c), Planning Commission is to make a recommendation on an initiated amendment to the zoning ordinance within 100 days to City Council. Planning Commission makes their recommendation based off of the following factors:

- (1) Whether the proposed amendment conforms to the general guidelines and policies contained in the comprehensive plan;
- (2) Whether the proposed amendment will further the purposes of this chapter and the general welfare of the entire community;
- (3) Whether there is a need and justification for the change; and

(4) When pertaining to a change in the zoning district classification of property, the effect of the proposed change, if any, on the property itself, on surrounding property, and on public services and facilities. In addition, the commission shall consider the appropriateness of the property for inclusion within the proposed zoning district, relating to the purposes set forth at the beginning of the proposed district classification.

Per Sec. 34-43, City Council is to hold at least one (1) public hearing prior to acting on any proposed amendment to the zoning ordinance.

### **Relevant Code Sections**

§34- 201 et seq. and §34-1190 et seq. (Amendments to the Zoning Ordinance), §34-480 and §34-796 (Use matrices – mixed use and commercial corridor districts)

### **Proposed Zoning Text Change**

Revise the Commercial (Industrial) Districts (§34-480) matrix as follows:

- Amend the Use Matrix to indicate that a Temporary Use Permit is required for Temporary Parking Facilities use in all commercial districts.

Revise the Mixed Use Districts (§34-796) matrix as follows:

- Amend the Use Matrix to indicate that a Temporary Use Permit is required for Temporary Parking Facilities use in all mixed use districts.

Amend §34-1190 et seq., adding §34-1196 with use specific language.

### **Discussion:**

#### **Overview of Staff Analysis**

Please see the staff report prepared for the September 11, 2018 Planning Commission Meeting ([Attachment 2](#)) for more information.

Staff recommended approval of the proposed zoning text amendment to allow for Temporary Parking Facilities in all Mixed Use and Commercial Zoning Districts, but only when tied to an active construction project:

- Staff indicated the need for the change to the Zoning Ordinance. The City of Charlottesville is almost completely built out. There are very few undeveloped properties remaining. Recent high profile projects have had major impacts on the City's public space during construction. The requirements of the City Code and review boards, the



desire to maximize space and the cost of construction have led to projects that encompass the entirety of properties. In order to construct these projects adjacent property is needed. Temporary Parking Facilities, on private property, would reduce impacts on the public and the public rights-of-way.

- Staff has researched many other jurisdictions and crafted Code language that will allow for oversight and regulation. The temporary nature of the permits and the check points in the regulations provide a means to keep sites in keeping with the City’s development goals.
- The 2013 Comprehensive Plan looks to promote infill development, and increase commercial vitality and density in appropriate areas. In order to facilitate such growth there will be a need to utilize properties and spaces adjacent to or near building sites. This is mainly due to the scale of these projects, which is necessary driven by Code requirements, best use of a property or simple economics.
- The Transportation chapter of the Comprehensive Plan seek[s] to expand and anticipate traffic calming where applicable throughout the City in collaboration with neighborhood residents and as part of the development process. Providing Temporary Parking Facilities will alleviate stress on neighborhood streets and provide parking opportunities that would otherwise be in violation of the Ordinance.
- Staff believes the proposed regulations ease development pressures, while providing the City with oversight.

### **Planning Commission**

Among the matters discussed by the Planning Commission at their September 11, 2018 meeting were the following:

- Whether this was a necessary text change to the Zoning Ordinance at this time, rather than part of a larger review of the entire document.
- The desire to avoid major closures to City rights-of –way, referencing recent West Main and Water Street projects.
- The Comprehensive Plan’s desire for development and density.
- The commission also discussed the existing uses that could be regulated by this change.

### **Alignment with City Council’s Vision Areas and Strategic Plan:**

The proposed zoning text amendment aligns with the City Council Vision of **Economic Sustainability**, where the City is a “*business friendly environment.*”

The proposed zoning text amendment aligns with the City’s **Strategic Plan, Goal 4.3**, “*grow and retain viable businesses.*”

Allowing the proposed use via temporary use permit (higher level of review) aligns with **Strategic Plan, Goal 3.1**, “*engage in...context sensitive urban planning....*”

**Community Engagement:**

No public comment was received.

**Budgetary Impact:**

No budgetary impact.

**Recommendation:**

The Commission took the following action:

Mr. Smith moved as follows: “I move to recommend approval of this zoning text amendment to amend and re-ordain §34-201 et seq. and §34-1190 et seq. (Amendments to the Zoning Ordinance), §34-480 and §34-796 (Use matrices – mixed use and commercial corridor districts) of the Code of the City of Charlottesville, 1990, as amended, to allow Temporary Parking Facilities in all Mixed Use and Commercial Zoning Districts by Temporary Use Permit on the basis that the changes would serve the interests of general public welfare with the following conditions; that the contractor show demonstrable progress on the construction site, that the parking area be secured for the interest of and from the public and that temporary parking areas have dark skies compliant lighting shielded and screened from any Residential Zoning Districts.

Mr. Lahendro seconded the motion.

Ms. Green added a friendly amendment, to eliminate the Director waiver specified in proposed §34- 1196(c)(6). Mr. Smith and Mr. Lahendro accepted. The commission approved the amendment 6 – 0.

The motion carried 6 – 0.

**Alternatives:**

City Council has several alternatives:

- (1) by motion, take action to approve the attached resolution (granting the ZTA);
- (2) by motion, request changes to the attached Resolution, and then approve the ZTA in accordance with the amended Resolution;
- (3) by motion, deny the requested ZTA (as recommended by the Planning Commission).

**Attachment:**

- (1) Proposed Resolution Approving a Zoning Text Amendment
- (2) Staff Report with Attachments, September 11, 2018  
<http://www.charlottesville.org/home/showdocument?id=62715> Page 146)

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



Agenda Date:	October 1, 2018
Action Required:	Consideration of a Zoning Text Amendment
Presenter:	Craig A. Fabio, Asst. Zoning Administrator, NDS
Staff Contacts:	Craig A. Fabio, Asst. Zoning Administrator, NDS
Title:	<b><u>ZT18-06-03 – Temporary Construction Yard</u></b>

**Background:**

At the Planning Commission’s June 12, 2018 meeting, a study period was initiated at the request of Staff. Staff has dealt with multiple requests over the past few years associated with Temporary Construction Yards. The property at the corner of Roosevelt Brown Boulevard and Cherry Avenue is currently operating in a manner that would comply with these regulations. The Standard, located at 853 West Main Street has been using the adjacent parcel (843 West Main Street) in this manner as well. Staff seeks a Temporary Use Permit option to provide regulations and enforcement assistance for projects such as these.

**Standard of Review**

Per Sec. 34-42(c), Planning Commission is to make a recommendation on an initiated amendment to the zoning ordinance within 100 days to City Council. Planning Commission makes their recommendation based off of the following factors:

- (1) Whether the proposed amendment conforms to the general guidelines and policies contained in the comprehensive plan;
- (2) Whether the proposed amendment will further the purposes of this chapter and the general welfare of the entire community;
- (3) Whether there is a need and justification for the change; and

(4) When pertaining to a change in the zoning district classification of property, the effect of the proposed change, if any, on the property itself, on surrounding property, and on public services and facilities. In addition, the commission shall consider the appropriateness of the property for inclusion within the proposed zoning district, relating to the purposes set forth at the beginning of the proposed district classification.

Per Sec. 34-43, City Council is to hold at least one (1) public hearing prior to acting on any proposed amendment to the zoning ordinance.

### **Relevant Code Sections**

§34- 201 et seq. and §34-1190 et seq. (Amendments to the Zoning Ordinance), §34-480 and §34-796 (Use matrices – mixed use and commercial corridor districts)

### **Proposed Zoning Text Change**

Revise the Commercial (Industrial) Districts (§34-480) matrix as follows:

- Amend the Use Matrix to indicate that a Temporary Use Permit is required for Temporary Construction Yard uses in all commercial districts.

Revise the Mixed Use Districts (§34-796) matrix as follows:

- Amend the Use Matrix to indicate that a Temporary Use Permit is required for Temporary Construction Yard uses in all mixed use districts.

Amend §34-1190 et seq., adding §34-1195 with use specific language.

### **Discussion:**

#### **Overview of Staff Analysis**

Please see the staff report prepared for the September 11, 2018 Planning Commission Meeting ([Attachment 2](#)) for more information.

Staff recommended approval of the proposed zoning text amendment to allow for Temporary Construction Yards in all Mixed Use and Commercial Zoning Districts:

- Staff indicated the need for the change to the Zoning Ordinance. The City of Charlottesville is almost completely built out. There are very few undeveloped properties remaining. Recent high profile projects have had major impacts on the City's public space during construction. The requirements of the City Code and review boards, the

desire to maximize space and the cost of construction have led to projects that encompass the entirety of properties. In order to construct these projects adjacent property is needed. A Temporary Construction Yard, on private property, would reduce impacts on the public and the public rights-of-way.

- Staff has researched many other jurisdictions and crafted Code language that will allow for oversight and regulation. The temporary nature of the permits and the check points in the regulations provide a means to keep sites in keeping with the City’s development goals.
- The 2013 Comprehensive Plan looks to promote infill development, and increase commercial vitality and density in appropriate areas. In order to facilitate such growth there will be a need to utilize properties and spaces adjacent to or near building sites. This is mainly due to the scale of these projects, which is necessary driven by Code requirements, best use of a property or simple economics.
- The Transportation chapter of the Comprehensive Plan seek[s] to expand and anticipate traffic calming where applicable throughout the City in collaboration with neighborhood residents and as part of the development process. Providing Temporary Parking Facilities will alleviate stress on neighborhood streets and provide parking opportunities that would otherwise be in violation of the Ordinance.
- Staff believes the proposed regulations ease development, while providing the City with oversight.

### **Planning Commission**

Among the matters discussed by the Planning Commission at their September 11, 2018 meeting were the following:

- Whether this was a necessary text change to the Zoning Ordinance at this time, rather than part of a larger review of the entire document.
- The desire to avoid major closures to City rights-of –way, referencing recent West Main and Water Street projects.
- The Comprehensive Plan’s desire for development and density.
- The Commission also discussed the existing uses that could be regulated by this change.

### **Alignment with City Council’s Vision Areas and Strategic Plan:**

The proposed zoning text amendment aligns with the City Council Vision of **Economic Sustainability**, where the City is a “*business friendly environment.*”

The proposed zoning text amendment aligns with the City’s **Strategic Plan, Goal 4.3**, “*grow and retain viable businesses.*”

Allowing the proposed use via Temporary Use Permit (higher level of review) aligns with **Strategic Plan, Goal 3.1**, “*engage in...context sensitive urban planning....*”

**Community Engagement:**

No public comment was received.

**Budgetary Impact:**

No budgetary impact.

**Recommendation:**

The Commission took the following action:

Mr. Smith moved as follows: “I move to recommend approval of this zoning text amendment to amend and re- ordain §34- 201 et seq. and §34-1190 et seq. (Amendments to the Zoning Ordinance), §34-480 and §34-796 (Use matrices – mixed use and commercial corridor districts) of the Code of The City of Charlottesville, 1990, as amended, to allow Temporary Construction Yards in all Mixed Use and Commercial Zoning Districts by Temporary Use Permit on the basis that the changes would serve the interests of general public welfare with the following conditions; that the permits include stipulations as to what constitutes an active construction site and that the TUPs stipulate secure and safe protections from the public.”

Mr. Lahendro seconded the motion.

Mr. Mitchell added a friendly amendment, conditioning the removal of the Director waiver specified in proposed §34- 1195(c)(2). This was accepted by Mr. Smith and Mr. Lahendro. The commission approved the amendment 6 – 0.

The motion carried 5 – 0 with Mr. Solla-Yates abstaining, recommending approval of the Zoning Text Amendment

**Alternatives:**

City Council has several alternatives:

- (1) by motion, take action to approve the attached resolution (granting the ZTA);
- (2) by motion, request changes to the attached Resolution, and then approve the ZTA in accordance with the amended Resolution;
- (3) by motion, deny the requested ZTA (as recommended by the Planning Commission).

**Attachment:**

- (1) Proposed Resolution Approving a Zoning Text Amendment
- (2) Planning Commission Staff Report with Attachments, September 11, 2018  
(<http://www.charlottesville.org/home/showdocument?id=62715> Page 137)

**AN ORDINANCE  
AMENDING AND REORDAINING SECTIONS 34-201, 34-202, 34-480,  
34-796, 34-1190, 34-1191, 34-1192, 34-1193, 34-1194 OF CHAPTER 34  
(ZONING), AND ADDING NEW SECTIONS TO CHAPTER 34  
NUMBERED 34-1195 AND 34-1196, ALL RELATING TO CLASSIFYING  
TEMPORARY SURFACE PARKING FACILITIES AND TEMPORARY  
CONSTRUCTION YARDS AS TEMPORARY USES REQUIRING A  
PERMIT.**

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

- (1) Sections 34-201 and 34-202 of Article I (Administration), Section 34-480 of Article IV (Commercial Districts), Section 34-796 of Article VI (Mixed Use Districts), and Sections 34-1190 through 1194 of Article IX (Generally Applicable Regulations), of Chapter 34 (Zoning) of the Charlottesville City Code, 1990, as amended, are hereby amended and reordained, as follows; and
- (2) Sections 34-1195 and 34-1196 of Article IX (Generally Applicable Regulations) of Chapter 34 (Zoning) of the Charlottesville City Code, 1990, as amended, are hereby added as new sections, as follows:

**CHAPTER 34. ZONING  
ARTICLE I. ADMINISTRATION  
DIVISION 10. TEMPORARY USES**

**Sec. 34-201. In general.**

(a) There are certain temporary uses that by their nature require additional regulation, beyond the general requirements applicable to a particular zoning district, in order to protect the welfare, safety and convenience of the public. The impacts of temporary uses are of a nature that is generally quantifiable and subject to mitigation by imposition of specifically articulated standards. Such uses may be allowed to locate within designated zoning districts under the controls, limitations and regulations of the temporary use permit established by this division.

(b) The zoning administrator may approve a temporary use permit under the provisions of this division, after concluding that the proposed temporary use complies with the standards prescribed within this division and within Article IX, Division 10, ~~including:~~

- ~~(1) Outdoor assemblies, section 34-1191;~~
- ~~(2) Outdoor sales, section 34-1192;~~
- ~~(3) Amusement enterprises, section 34-1193.~~

(c) The zoning administrator shall have no authority to vary, modify, or waive any of the regulations or standards prescribed within this division for any specific use ~~for which a temporary use is required~~, except that the zoning administrator may identify ~~waive some or all~~ application

submission requirements ~~that to the extent such requirements~~ do not apply in relation to a particular application in a given situation.

### **Sec. 34-202. Application.**

(a) An application for a temporary use permit may be made by any person who is a property owner, or by any lessee or contract purchaser of a property.

(b) The application shall be filed with the zoning administrator on forms provided by the department of neighborhood development services. All information required for evaluation of the application in accordance with the standards of this division shall be supplied and the applicant shall remit the fee established by city council for such permit. No application shall be deemed filed until all submission requirements are deemed by the zoning administrator to have been met.

(c) The applicant shall provide a plat or drawing showing the location of all signs, structures, outdoor furniture, parking, equipment and lighting to be utilized on a lot or parcel in connection with a proposed temporary use;

(d) The zoning administrator may require a bond or other suitable guarantee sufficient: (i) to ensure that signs, trash, temporary structures and debris will be removed from the site and from the immediate vicinity of the site; (ii) that the activity will not remain for longer than a temporary period; and (iii) to ensure compliance with applicable provisions of city ordinances. Such bond or guarantee shall be not less than one hundred dollars (\$100.00) nor more than one hundred thousand dollars (\$100,000.00), depending on the nature and extent of the proposed use.

- (1) The bond or other guarantee shall be forfeited to the city if the site is not adequately cleared of all trash, debris, signs and temporary structures.
- (2) The bond or guarantee shall be forfeited to the city if the activity remains on the site after expiration of the permit.
- (3) The bond shall be forfeited to the city if violations of any applicable city ordinances are established.

(e) Not more than five (5) temporary use permits shall be issued for the same lot or parcel of land in any calendar year. Each event or activity authorized by a temporary use permit shall be separated by a period of not less than twenty-one (21) consecutive days. No temporary use permit shall be issued to an applicant unless and until at least twenty-one (21) days after a permit issued to that applicant for an adjacent lot or parcel has expired.

(f) Only one (1) temporary use permit shall be active on any lot or parcel at any time.

(g) All temporary uses and any appurtenant structures, signs, goods and other features must be set back from an adjacent right-of-way by at least twenty (20) feet.

(h) All activities to be conducted pursuant to a temporary use permit shall be in compliance with (i) the standards set forth within Article IX, sections 34-1190 through ~~34-1196~~ 34-1193, as applicable; and (ii) all applicable city ordinances, permits and approvals, including, without limitation: occupancy permits, peddler's licenses, sign permits, BAR certificates of appropriateness, etc.



(i) Use of all buildings and structures shall be in compliance with all applicable building code regulations.

**ARTICLE IV (COMMERCIAL DISTRICTS)**  
**Division 4 (Use Matrix)**

**Sec. 34-480. Use matrix—Commercial districts.**

*Amend the Use Matrix in the column specifying uses by adding a use under NON-RESIDENTIAL: INDUSTRIAL entitled “Temporary Construction Yard” as a sub-use of Construction Storage Yard, and specifying this use requires a temporary use permit (“T”) in all commercial district columns.*

*Amend the Use Matrix to specify that a temporary use permit (“T”) is required in the Emmet Street (ES) zoning district for the use type entitled “Parking: Temporary Parking Facilities” under NON-RESIDENTIAL: GENERAL and MISC. COMMERCIAL.*

*Amend the Use Matrix in the column specifying uses by adding a use under NON-RESIDENTIAL: INDUSTRIAL entitled “Temporary Parking Facilities” and specifying this use requires a temporary use permit (“T”) in all commercial district columns.*

**ARTICLE VI (MIXED USE DISTRICTS)**  
**Division 16 (Use Matrix)**

**Sec. 34-796. Use matrix—Mixed use corridor districts.**

*Amend the Use Matrix in the column specifying uses by adding a use under NON-RESIDENTIAL: INDUSTRIAL entitled “Temporary Construction Yard” as a sub-use of Construction Storage Yard, and specifying this use requires a temporary use permit (“T”) in all mixed use corridor district columns.*

*Amend the Use Matrix to specify that a temporary use permit (“T”) is required in all mixed use zoning districts for the use type entitled “Parking: Temporary Parking Facilities” under NON-RESIDENTIAL: GENERAL and MISC. COMMERCIAL.*

**ARTICLE IX. GENERALLY APPLICABLE REGULATIONS**  
**DIVISION 10. TEMPORARY USE PERMITS**

**Sec. 34-1190. General standards.**

(a) In addition to the standards set forth within this division for specific temporary uses, all uses authorized by a temporary use permit must satisfy the following requirements:

- (1) As part of the application for a temporary use permit, an applicant shall provide a written plan containing, at a minimum, the following information:
  - a. Site ~~sketch~~ diagram showing the boundaries of the subject site; the tax map and parcel numbers for the subject site and adjacent property owners; the name of the owner of the subject property, and the name(s) of all adjacent property owners; the zoning district classifications of the subject site and each adjacent property; and a layout of the structures, parking and other pertinent features of the proposed temporary use.
  - b. Written permission of the owner of the subject property (if different than the applicant) authorizing the applicant to use the subject property for the temporary use.
  - c. Proof that the applicant and/or owner of the subject property have obtained, or will obtain, all licenses, permits and other governmental approvals required by any federal, state or local laws or regulations, required for or in connection with the proposed temporary use.
  - d. Other information deemed necessary by the zoning administrator in order to evaluate the application.
- (2) A temporary use must be permitted within the zoning district where it will be located.

**Sec. 34-1191. Temporary outdoor assemblies.**

Temporary outdoor assemblies authorized by temporary use permit shall include the following conditions:

- (1) Must take place only between the hours of 9:00 a.m. and 9:00 p.m. on a given day.
- (2) Must provide parking for persons expected to attend the event, no fewer than one (1) space per four (4) persons of the capacity of the site, as determined by the zoning administrator.
- (3) Must meet all applicable requirements of the state building and fire prevention codes.

**Sec. 34-1192. Temporary outdoor sales.**

Temporary outdoor sales authorized by temporary use permit shall include the following conditions:

- (1) May not be located or conducted in a manner that will reduce or eliminate the availability of any required off-street parking spaces for the subject property.
- (2) May not be located within any yard subject to a landscaping or buffer/screening requirement.
- (3) Must, with respect to any lighting utilized, comply with applicable provisions of Division 3, sections 34-1000, et seq., of this article.
- (4) Must meet all applicable requirements of the state building and fire prevention codes.

**Sec. 34-1193. Amusement enterprises (circuses, carnivals, etc.).**

Temporary amusement enterprises authorized by temporary use permit shall include the following conditions:

- (1) Must provide parking sufficient to accommodate the number of persons expected to attend the event, as determined by the zoning administrator based on other, similar events.
- (2) Must, in all aspects (including, without limitation, the erection of tents and rides) be conducted in accordance with applicable requirements of the state building and fire prevention codes.
- (3) Shall not be approved to take place at any site within three hundred (300) feet of a low-density residential zoning district.
- (4) Must, with respect to any lighting utilized, comply with applicable provisions of Division 3, section 34-1000, et seq. of this article.

**Sec. 34-1194. Temporary family health care structures.**

(a) Temporary family health care structures shall be a permitted accessory use in single family residential zoning districts on lots zoned for single-family detached dwellings if such structure (i) is used by a caregiver in providing care for a mentally or physically impaired person, and (ii) is on property owned or occupied by the caregiver as his residence. For purposes of this section, "caregiver" and "mentally or physically impaired person" shall have the same meaning as defined in Virginia Code § 15.2-2292.1.

~~(b) Any person proposing to install such structure shall first obtain a temporary use permit.~~

~~(c) In addition to the specific requirements of a temporary family health care structure found in Virginia Code section 15.2-2292, section 34-1200 herein, such structures a temporary use permit for a temporary family health care structure shall include must meet the following minimum conditions requirements:~~

- (1) Only one (1) such structure shall be allowed on a lot or parcel of land.
- (2) The applicant must provide evidence of compliance with this section to the city one (1) year from the date of installation, and every year thereafter, as long as such structure remains on the property. Such evidence will involve inspection by the city of such structure at reasonable times.
- (3) The applicant must comply with all applicable requirements of the Virginia Department of Health.
- (4) No signage advertising or otherwise promoting the existence of the structure shall be permitted anywhere on the property.
- (5) Such structure shall be removed within thirty (30) days of the time from which the mentally or physically impaired person is no longer receiving, or is no longer in need of, the assistance provided for in this section.

- (6) The zoning administrator may revoke any permit granted hereunder if the permit holder violates any provision of this section, in addition to any other remedies that the city may seek against the permit holder, including injunctive relief or other appropriate legal proceedings to ensure compliance.

**Sec. 34-1195. Temporary construction yard.**

(a) Temporary permit; renewal. A temporary permit may be issued in all zoning districts by the zoning administrator for yards located outside the public right-of-way which support a temporary construction project (including projects for the maintenance or repair of streets or structures). Such permit shall be valid for a period not exceeding eighteen (18) months, provided that the standards set out below are followed. A permit may be renewed for additional twelve-month periods, provided that there is continued compliance with the standards set out below. The project operator must show demonstrable progress in order for a permit to be renewed. Inactive sites will need to be removed.

(b) Site diagram details. In addition to the requirements set forth in Sec. 34-1190(a)(1)(a), a site diagram for a temporary construction yard shall identify the general location and extent of the activities and structures of the yard, including vehicle storage areas, contractor's office, watchman's trailer, construction equipment sheds, etc. The diagram shall also show or describe a restoration plan for the site, setting out how the site will appear sixty (60) days after the expiration or termination of the temporary use permit.

(c) Site requirements.

- (1) A temporary construction yard shall provide erosion and sediment control, and stormwater management, in accordance with federal, state and local stormwater regulations and requirements. The addition of a temporary construction yard may require amendments to an existing environmental permit.
- (2) When determined to be necessary, temporary construction yards must be screened from the adjacent right(s)-of-way and adjacent properties. At a minimum, screening must meet S-3 requirements set forth in the City of Charlottesville Zoning Ordinance Sec. 34-871. With the approval of the zoning administrator, an opaque wall or fence may be utilized for, or as part of, a required screen. Where allowed, such wall or fence (including any gate(s) forming a portion of such structure) shall be at least six (6) feet tall, or an alternate height deemed necessary by the zoning administrator to protect required sight distances along a public right-of-way.
- (3) All lighting associated with the site must be dark skies compliant and screened from view from any rights-of-way or residential zoning district.

(d) Maintenance requirement.

- (1) All areas of such yard, as well as its access roads, shall be treated and maintained in such manner as to prevent dust or debris from blowing or spreading onto adjoining properties or onto any public right-of-way. Such yards shall be maintained in a clean and orderly condition. Material and construction residue and debris shall not be permitted to accumulate. Grass and weeds shall be maintained at a height not exceeding six (6) inches.

(2) In the event that the permit holder fails to maintain the site and fails to remedy all deficiencies within thirty (30) days after written notice of violation of these maintenance requirements has been issued by the zoning administrator, the zoning administrator may declare the permit void and require restoration of the site as provided for below.

(e) Termination of use; restoration. The yard shall be closed and all buildings, structures, materials, supplies and debris associated with the yard's activities shall be completely removed and the area properly seeded or otherwise restored with appropriate vegetation within sixty (60) days from the date that the permit issued by the zoning administrator has expired or has been revoked by the zoning administrator.

### **Sec. 34-1196. Temporary surface parking lot.**

(a) Temporary permit; renewal. A temporary permit may be issued by the zoning administrator for lots located outside the public right-of-way which support a temporary construction project (including projects for the maintenance or repair of streets or structures). Such permit shall be valid for a period not exceeding eighteen (18) months, provided that the standards set out below are followed. A permit may be renewed for additional twelve-month periods, provided that there is continued compliance with the standards set out below. The project operator must show demonstrable progress in order for a permit to be renewed. Inactive sites will need to be removed.

(b) Site diagram details. In addition to the requirements set forth in Sec. 34-1190(a)(1)a., a site diagram for a temporary surface parking lot shall identify the size and location of parking spaces, any associated structures, traffic circulation, signage, etc. The diagram shall also show or describe a restoration plan for the site, setting out how the site will appear sixty (60) days after the expiration or termination of the temporary use permit.

(c) Site requirements.

1. Addition of a temporary surface parking lot shall not create any zoning violations for the site, or any uses of the lot. (For example, establishment of a temporary surface parking lot may not reduce required open space, or result in a reduction of required parking spaces, for that lot, or for within a development that includes the lot.)
2. When there is an established use on site, defined physical separation shall be provided between the established use and the temporary surface parking lot.
3. Ingress and egress to the temporary surface parking lot, and the layout of the surface parking lot, must meet all applicable requirements of the state building and fire prevention codes.
4. The temporary surface parking lot shall provide erosion and sediment control, and stormwater management, in accordance with federal, state and local stormwater regulations and requirements. The addition of a temporary surface parking lot may require amendments to an existing environmental permit.
5. Parking surface must comply with requirements in Sec. 34-982 of the City of Charlottesville Zoning Ordinance and any additional requirements within the City of Charlottesville Standards and Design Manual.

6. Temporary surface parking lots must be screened from the adjacent right(s)-of-way and adjacent properties when determined appropriate. At a minimum, screening must meet S-3 requirements set forth in the City of Charlottesville Zoning Ordinance Sec. 34-871. With the approval of the zoning administrator, an opaque wall or fence may be utilized for, or as part of, a required screen. Where allowed, such wall or fence (including any gate(s) forming a portion of such structure) shall be at least six (6) feet tall, or an alternate height deemed necessary by the zoning administrator to protect required sight distances along a public right-of-way.
7. All temporary surface parking lots shall comply with current ADA guidelines and regulations.
8. Bicycle storage shall be provided based on standards within the City of Charlottesville Zoning Ordinance and within the City of Charlottesville Standards and Design Manual.
9. All lighting associated with the site must be dark skies compliant, shielded from any right-of-way or residential zoning district.

(d) *Signage.* Signage indicating the temporary nature of the use shall be required. All signage must comply with the sign regulations within Article IX (Generally Applicable Regulations), Division 4 (Signs) of this Code. Signage must include the following:

- (i) Duration of use with proposed termination date.
- (ii) Contact information (telephone or email address) of permit holder.

(e) *Lighting.* Any lighting used for the temporary surface parking lot must comply with applicable provisions of Article IX, Division 3 (sections 34-1000 to 34-1005), of Chapter 34 of this Code.

(f) *Maintenance requirement.*

1. All areas of such parking facility, as well as its access roads, shall be treated and maintained in such manner as to prevent dust or debris from blowing or spreading onto adjoining properties or onto any public right-of-way. Such parking facilities shall be maintained in a clean and orderly condition. Material and construction residue and debris shall not be permitted to accumulate. Grass and weeds shall be maintained at a height not exceeding six (6) inches.
2. In the event that the permit holder fails to so maintain the site and fails to remedy all deficiencies within thirty (30) days after written notice of violation of these maintenance requirements has been issued by the zoning administrator, the zoning administrator may declare the permit void and require restoration of the site as provided for below.

(g) *Termination of use; restoration.* The temporary parking facility shall be closed and all buildings, structures, materials, supplies and debris associated with the facility's activities shall be completely removed and the area properly seeded or otherwise restored with appropriate vegetation within sixty (60) days from the date that the permit issued by the zoning administrator has expired or has been revoked by the zoning administrator.

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**CITY OF CHARLOTTESVILLE  
CITY COUNCIL AGENDA**

<b>Agenda Date:</b>	October 15, 2018
<b>Action Required:</b>	Yes (First Reading of Ordinance)
<b>Staff Contacts:</b>	Lauren Hildebrand, Director of Utilities
<b>Title:</b>	<b>Quitclaim Gas Easement to VDOT (Trailside Drive)</b>

**Background**

In April of 2015, the City acquired a natural gas line easement in Trailside Drive in the Riverside Village Subdivision off Stony Point Road in Albemarle County. The Virginia Department of Transportation is prepared to accept this roadway into the state highway system. At the request of the Gas Division, we have drafted an ordinance and deed quitclaiming to VDOT the City's natural gas easement located within this street (see attached plat).

**Discussion**

The quitclaim deed requires the gas line to remain in its present location, and if the street ceases to be part of the state's highway system, that portion of the easement will automatically revert back to the City. The natural gas line and facilities continue to be owned and maintained by the City even after the easement is quitclaimed to the state.

**Alignment with Council Vision Areas and Strategic Plan**

Not applicable.

**Community Engagement**

Not applicable.

**Alternatives**

If the ordinance is not approved, VDOT will not accept Trailside Drive into its road maintenance system.

**Budgetary Impact**

None.



**Recommendation**

Approval of the attached ordinance and quitclaim deed.

**Attachments**

Ordinance and Deed of Quitclaim (with plat attached).

**AN ORDINANCE  
TO QUITCLAIM NATURAL GAS LINE EASEMENT  
WITHIN TRAILSIDE DRIVE IN THE RIVERSIDE VILLAGE SUBDIVISION  
LOCATED IN ALBEMARLE COUNTY  
TO THE VIRGINIA DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the Virginia Department of Transportation (VDOT) is prepared to take over maintenance of the roadway known as Trailside Drive located in the Riverside Village Subdivision in Albemarle County; and

**WHEREAS**, the City owns natural gas lines located within this roadway, and also owns an easement for such gas line, and VDOT has asked that the foregoing easement crossing this roadway be released upon VDOT's acceptance of Trailside Drive; now, therefore,

**BE IT ORDAINED** by the Council of the City of Charlottesville, Virginia that the Mayor is hereby authorized to execute a deed of quitclaim, substantially the same in form as the deed attached hereto, approved by the City Attorney, for release of the above-described gas line easement crossing Trailside Drive to the Virginia Department of Transportation conditioned upon receipt by the City of a VDOT permit allowing said line to continue to be located in said roadway.

*Prepared by John C. Blair, II (VSB #65274)  
Charlottesville City Attorney's Office  
P.O. Box 911, Charlottesville, VA 22902*

*Albemarle County Tax Map 78, Parcel 58 (Riverside Village)*

**This deed is exempt from recordation taxes pursuant to  
Virginia Code Secs. 58.1-811(A)(3) and 58.1-811(C)(4).**

### **DEED OF QUITCLAIM**

**THIS DEED OF QUITCLAIM**, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation, **GRANTOR**, and the **COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION, GRANTEE**, whose address is P. O. Box 671, Culpeper, Virginia 22701.

### **WITNESSETH:**

That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, receipt of which is hereby acknowledged, the GRANTOR does hereby QUITCLAIM and RELEASE to the GRANTEE, subject to the reservations hereinafter set forth, easements and rights of way, as shown on the attached plat made by the City of Charlottesville Gas Division dated September \_\_\_\_, 2018, to construct, maintain, operate, alter, repair, inspect, protect, remove, and replace certain improvements in the Trailside Drive right-of-way in the County of Albemarle, namely: Natural gas lines and related gas facilities, or portions thereof, upon, under and across Trailside Drive, insofar as the land embraced within said easement falls within the boundaries of a public street or highway to be maintained by the Virginia Department of Transportation. Said gas line easement in Trailside Drive was conveyed to the City by Deed of Easement dated April 13, 2015 from Riverside Village Properties, Inc., of record in the Clerk's Office for the Circuit Court for the County of Albemarle in Deed Book 4609, Page 480.

The Grantor reserves unto itself, its successors and assigns, all of the rights and privileges under the aforesaid Deed of Easement until such time as the Virginia Department of Transportation has issued a permit to the GRANTOR subject to the following two conditions which shall also be covenants running with the land:

1. That the above described improvements of the GRANTOR may continue to occupy such streets or highways in the existing condition and location.

2. The GRANTOR shall at all times indemnify and save harmless the Commonwealth of Virginia, Department of Transportation, its employees, agents, and officers from any claim whatsoever arising from GRANTOR'S exercise of rights or privileges stated herein.

The GRANTEE is to have and hold the above-described property for so long as said property is used as part of its public street or highway maintained by the GRANTEE or its successors or assigns charged with the responsibility and obligation to maintain public streets and highways, but upon abandonment of said property's use for such purposes, all rights, privileges, interests and easements in the property herein described under the aforesaid easement shall revert to the GRANTOR, its successors and assigns.

Notwithstanding other language contained herein which might appear to the contrary, the parties agree that GRANTOR shall continue to own in fee simple the gas line improvements located within the above described public roadway.

**IN WITNESS WHEREOF**, the GRANTOR has caused its name to be assigned hereto and its seal to be affixed and attested by its appropriate officers, all after due authorization, on the day and year first above written.

**CITY OF CHARLOTTESVILLE, VIRGINIA**

BY: \_\_\_\_\_  
Nikuyah Walker, Mayor

ATTEST:

\_\_\_\_\_  
Interim Clerk of Council

STATE OF VIRGINIA  
CITY OF CHARLOTTESVILLE

I, \_\_\_\_\_, a Notary Public in and for the City of Charlottesville within the State aforesaid, do hereby certify that Nikuyah Walker, Mayor of the City of Charlottesville, Virginia, and Brian Wheeler, its Interim Clerk of Council, whose names are signed to the foregoing writing, bearing date of \_\_\_\_\_, 2018, have each duly acknowledged the same before me within my City and State aforesaid.

My Commission Expires: \_\_\_\_\_

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public  
Registration # \_\_\_\_\_

*Approved as to Form:*

\_\_\_\_\_  
*John C. Blair, II, City Attorney*

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CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA



Agenda Date:	October 15, 2018
Action Required:	Public Hearing; Adoption of Ordinance (With Waiver of 2 <sup>nd</sup> Reading)
Presenter:	Lori Schweller, Attorney for Applicant
Staff Contacts:	John Blair, City Attorney; Lisa Robertson, Chief Deputy City Attorney
Title:	<b>Permit and License Authorizing Small Cell Wireless Facilities to be Located on Existing Utility Poles in City Rights-of-Way</b>

**Background:**

City Council recently adopted an Ordinance authorizing the placement of small cell facilities on existing utility poles within City-owned rights-of-way, as required by new state laws enacted in the 2017 and 2018 General Assembly sessions. Although the law now requires the City to allow these small cell facilities, municipalities still are required to advertise and conduct a public hearing on the proposal using the same process as for franchise agreements. (The Virginia Constitution, and Va. Code §15.2-2100, require Council to follow a specific procedure in order to authorize the use of City-owned rights-of-way by corporations and other entities in a manner not permitted to the general public.)

**Discussion:**

Attached is a proposed Permit and License Granting Access to City-Owned Rights-of-Way for the Installation of Small Cell Facilities. This Permit will authorize Cellco Partnership d/b/a Verizon Wireless to place small cell wireless communications facilities onto existing and replacement utility poles and new structures within the City of Charlottesville, in accordance with the terms, restrictions, and conditions of the new Ordinance previously adopted by City Council on August 20, 2018.

Cellco Partnership has obtained permission from Dominion Power, authorizing it to place small cell facilities on utility poles within the City of Charlottesville. A “small cell facility” is defined by state law as follows:

“small cell facility” means a wireless facility that meets both of the following qualifications: (1) each antenna is located inside an enclosure of no more than 6 cubic feet in volume, or in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than 6 cubic feet; AND (ii) all other wireless equipment associated with the facility has a cumulative volume of no more than 28 cubic feet, or such higher limit as is established by the FCC. The following types of associated equipment are not included in the calculation of equipment volume: electric meter, concealment, telecommunications demarcation boxes, back-up power systems, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services.

As noted in Section 4.1.1 of the Permit and License, Cellco Partnership will pay the City a permit fee in the amount of \$250.00. This Permit/ License shall grant Cellco Partnership permission to install small cell facilities throughout the City, on existing [or replacement of existing] and new structures.

Following approval of a Permit, Cellco Partnership will from time to time submit an application seeking approval of specific small cell facilities to be installed at specific locations; each of these applications will be subject to administrative approval by staff—in accordance with the provisions of the Ordinance recently approved by Council. Each application for administrative approval will be accompanied by a fee of \$100 per small cell facility (for the first 5 facilities) plus \$50 each for each additional small cell facility (beyond the first five) addressed in the application. (An applicant may include not more than 35 individual facilities within a single application for administrative approval).

**Procedure:**

1. At its October 15, 2018 the Mayor should read aloud a brief summary of each of the bids that have been received for this proposed Permit/ License.
2. The Mayor should invite the representative for Cellco Partnership to present its proposal.
3. The Mayor should announce that a public hearing is being opened, and invite interested persons to speak on the proposal.
4. Before closing the public hearing, the Mayor should inquire if any further bids are offered. If not, the Mayor should declare the bidding process closed.
5. After closing the public hearing, Council should have any discussion it may wish to have, should accept the highest bid from a responsible bidder, and conduct its First Reading (and a Motion) of the attached Ordinance.

**Note: the Ordinance provides for a waiver of the second reading; therefore, adoption of the Ordinance requires a four-fifths (4/5) vote of city council.** If Council does not wish to waive the second reading, any councilor may move to amend the proposed ordinance to delete this provision, prior to moving the approval of the Ordinance.

**Alignment with Council Vision Areas and Strategic Plan:**

N/A

**Community Engagement:**

This application requires a public hearing, and notice of the public hearing has been advertised twice within a local newspaper (9/28/2018 and 10/5/2018) prior to Council's October 15 meeting date.

**Budgetary Impact:**

The applicant will pay \$250.00 in permit fees.

**Recommendation:**

Staff recommends approval of the Permit and License.

**Alternatives:**

None. State law requires the City to allow this use, but also requires a public hearing process before approval.

**Attachment:**

Proposed Ordinance Granting a Permit and License to Cellco Partnership



CITY OF CHARLOTTESVILLE



PERMIT AND LICENSE  
GRANTING ACCESS TO CITY-OWNED  
RIGHTS-OF-WAY FOR THE INSTALLATION OF  
SMALL CELL FACILITIES

DATED: October 15, 2018

PERMITTEE: Cellco Partnership d/b/a Verizon Wireless

**ORDINANCE**

**GRANTING A PERMIT TO CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS TO CONSTRUCT, OPERATE AND MAINTAIN CERTAIN EQUIPMENT FOR TRANSMISSION OF WIRELESS COMMUNICATIONS ON CERTAIN UTILITY POLES, NEW STRUCTURES, AND CITY-OWNED STRUCTURES WITHIN PUBLIC RIGHTS-OF-WAY OWNED BY THE CITY OF CHARLOTTESVILLE; SETTING FORTH THE TERMS AND CONDITIONS ACCOMPANYING THE GRANT OF THE PERMIT; PROVIDING FOR REGULATION AND USE OF THE PUBLIC RIGHTS OF WAY; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS OF THIS ORDINANCE.**

**WHEREAS**, Cellco Partnership d/b/a Verizon Wireless (“Permittee”) is a wireless services provider; and

**WHEREAS**, Permittee has made application to the City requesting a nonexclusive right to construct, reconstruct, install, maintain, operate, dismantle, test, upgrade, repair, use, and/or remove certain equipment known as *small cell facilities*, as that term is defined within Virginia Code §15.2-2316.3, for transmission of an FCC-licensed or authorized wireless communication service (hereinafter, “Wireless Facilities”), to be installed on existing and replacement poles, and new structures within the City-owned right-of-way; and

**WHEREAS**, the construction, installation, reconstruction, maintenance, operation, testing, upgrade, repair, use, and/or removal of such Wireless Facilities involves the occupation and placement of private commercial facilities on existing utility poles, new structures, and existing City-owned structures, such as light poles, situated along, under, over, above, through or across the Public Rights-of-Way or other public land within the City; and

**WHEREAS**, the owner of the existing utility poles is Dominion Virginia Power, and such other utility pole owners that operate under a License that authorizes the installation of maintenance of such poles within city rights-of-way for the purpose of furnishing light and motor power to the citizens of Charlottesville and vicinity;

**WHEREAS**, Virginia Code §56-484.29 (effective July 1, 2017) specifies that, upon application made by the Permittee, the City must consider granting a permit granting access to existing utility poles located within city rights-of-way, for the purpose of installing and maintaining small cell facilities on such poles, and Permittee has made such application and as part of that application the Permittee has provided documentation from the owner of the pole giving Permittee permission to collocate the Wireless Facilities on its existing utility poles;

**WHEREAS**, Virginia Code §56-484.29 specifies that the City must approve or disapprove this requested permit within 60 days of receipt of an application therefor; however, the **Virginia Constitution, within Article VII, Section 9, and the Virginia Code, specify that no right of any kind to use public property shall be granted unless and until certain procedural requirements are satisfied, as specified in Virginia Code §§15.2-1800(B) and 15.2-2100;** and

**WHEREAS**, City Code § 28-238(a)(8) permits an applicant, following the City’s approval of a permit application, to install, operate, maintain, and replace small cell facilities on existing and replacement utility poles and on new structures designed to support small cell facilities and that meet the maximum height requirements.

**NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF CHARLOTTESVILLE, VIRGINIA HEREBY ORDAINS** as follows:

### **SECTION 1 - Definitions**

For the purpose of this Ordinance, all terms used herein shall have the meanings ascribed below:

- 1.1. **“Act”** means the provisions set forth within Chapter 835 of the Virginia Acts of Assembly (2017), amending the Code of Virginia by adding in Chapter 22 of Title 15.2 an article numbered 7.2, consisting of sections numbered 15.2-2316.3, 15.2-2316.4, and 15.2-2316.5, and by adding in Title 56 a chapter numbered 15.1, consisting of sections numbered 56-484.26 through 56-484.31, relating to wireless communications infrastructure.
- 1.2. **“Affiliate”** in relation to any person, means any person who owns or controls, is owned or controlled by, or is under common ownership or control with the Permittee
- 1.3. **“Applicable Laws”** means the Act, Virginia’s Uniform Statewide Building Code, Virginia Statewide Fire Prevention Act, and any other federal, state or local law or ordinance that governs, regulates, or restricts any actions, operations or requirements that are the subject of this License.
- 1.4. **“City”** means City of Charlottesville, a municipal corporation, in the State of Virginia, acting by and through its City Council.
- 1.5. **“City Council”** means the governing body of the City of Charlottesville, Virginia.
- 1.6. **“Existing Utility Pole”** means (i) any utility pole which has been constructed or installed prior to the Effective Date of this License, and (ii) the replacement of any such utility pole *in situ* with a utility pole that is not more than the greater of (i) seventeen (17) feet taller than the pole being replaced or (ii) sixty feet (60’), measured from the grade at the base of the pole to the highest point of the pole (inclusive of any equipment installed on such pole).
- 1.7. **“FCC”** means the Federal Communications Commission or successor governmental entity thereto.
- 1.8. **“License”** and **“License Agreement”** means this Ordinance and any subsequent amendments or modifications hereto.
- 1.9. **“License Area”** means the territorial boundary of the City, and shall also include any subsequent additions thereto, by annexation or other legal means. This shall not include certain of the property within the territorial boundary of the City belonging to the Rector and Visitors of the University of Virginia.
- 1.10. **“Permittee”** means Cellco Partnership d/b/a Verizon Wireless.
- 1.11. **“Person”** means any individual, or any association, firm, partnership, joint venture, corporation, or other legally entity, whether for-profit or not-for profit, but shall not mean the City .
- 1.12. **“Public Rights-of-Way”** means the surface of, and all spaces above and below, any public Street, avenue, highway, boulevard, concourse, driveway, tunnel, park, parkway, waterway, dock, bulkhead, wharf, pier, alley, public easement, or dedicated public right-of-way.

- 1.13. **“Public Property”** means any lot or parcel of real estate, other than a Street, owned by any governmental unit.
- 1.14. **“Street”** means an improved thoroughfare used for pedestrian, bicycle, or vehicular travel, which has been accepted by the City for maintenance.
- 1.15. **“Wireless Facilities”**, for purposes of this Agreement, refers only to a “Small cell facility”, as defined in The Act.

## **SECTION 2 - Grant of Right to Use Public Rights of Way**

**2.1. Grant of Franchise.**

The City hereby grants to the Permittee a nonexclusive license to use and occupy Public Rights of Way within the City, subject to the terms and conditions of this License, the Act, and all other Applicable Laws. During the period specified in Section 2.2 below, the Permittee will have the right to construct, install, reconstruct, replace, maintain, operate, test, upgrade, repair, use and/or remove the Wireless Facilities within public Rights of Way within the License Area, in order to enable wireless communications between user equipment and a communications network.

**2.2. Term of Franchise.**

The term of the permit and license granted hereunder shall expire at midnight on December 31, 2057.

**2.3. Reservation of Authority.**

Permittee’s rights are subject to the police powers of the City to adopt and enforce ordinances necessary to the health, safety and welfare of the public. All rights and privileges granted herein are subject to the police powers of the City and its rights to exercise its governmental powers to their full extent. Permittee shall comply with all applicable general laws and ordinances enacted by the City pursuant to that power. Nothing in this license shall:

- A. abrogate the right of the City to perform any public works or public improvements of any description,
- B. be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or
- C. be construed as a waiver or release of the rights of the City in and to the Public Rights of Way.

**2.4. License Not Exclusive.**

The License and the right it grants to use and occupy Public Ways shall not be exclusive. The City specifically reserves the right to grant, at any time, additional licenses for other wireless facilities in accordance with Applicable Law, and other licenses for other uses of Public Rights of Way, or any portions thereof, to any Person. Except to the extent expressly provided herein, the City reserves the public Rights-of-Way for its own purposes.

**2.5. Additional Franchises.**

The City shall at all times abide by all Applicable Laws with respect to the granting of any additional licenses for wireless facilities within the City.

**2.6. Authority for Use of Rights of Way.**

- A. Permittee may exercise the rights conferred by this license throughout Public Rights-of-Way. Permittee shall install, maintain, replace, and repair the Wireless Facilities on Existing Structures and on new structures, as described in §28-239(a)(2) of the City Code so as not to interfere with other uses of City Rights of Way. Before the Permittee may attach its equipment to City-owned poles and structures, it must enter into a separate agreement with the City that establishes the terms for the attachments, including design guidelines.

- B. Notwithstanding the above grant to use Rights of Way within the License Area, no Right of Way shall be used by Permittee if the City reasonably determines that such use is inconsistent with the terms, conditions or provisions by which such Right of Way was created or dedicated, or presently used.

### **SECTION 3 – Construction/Installation and Maintenance of the Wireless Facilities**

#### **3.1. Permits and General Obligations.**

The Permittee shall be responsible for obtaining, at its own cost and expense, all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain or repair the Wireless Facilities, or any part thereof, prior to the commencement of any such activity. The Permittee shall comply with all Applicable Law regarding its construction and maintenance of the Wireless Facilities.

##### **3.1.1. Construction Code and Permits.**

- A. Permittee shall obtain all required permits from the City before commencing any work requiring a permit, including the opening or disturbance of any area within any Right of Way.
- B. Permittee shall strictly adhere to all building and zoning codes currently or hereafter applicable to construction, installation, operation or maintenance of the Wireless Facilities in the City.
- C. The City shall have the right to inspect any and all construction or installation work performed pursuant to the provisions of this License, and to make such tests it shall find necessary to ensure compliance with the terms of the License.
- D. Nothing contained in this License shall be construed to either give or to withhold from Permittee the authority to enter upon or work on private property in areas not encumbered with public easements without the permission of the property owner.

**3.1.2. Repair of Streets and Property.** Any and all property, public or privately owned, which is disturbed or damaged as a direct result of the construction, installation, repair, replacement, relocation, operation, maintenance or reconstruction of the Wireless Facilities shall be promptly repaired by the Permittee, at its expense, to a condition as good as that prevailing prior to Permittee's activities.

**3.1.3. Use of Existing and New Structures.** This License authorizes Permittee to use Existing Utility Poles within the Rights of Way and grants the rights to install new wireless support structures in the rights-of-way.

##### **3.1.4. Reservation of Street Rights.**

- A. Nothing in this License shall be construed to prevent the City from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Street; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating or repairing any sidewalk or other public work.
- B. All such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure or prevent the free use and operation of the poles, wires, conduits, conductors, pipes or appurtenances of Permittee.
- C. If any of Permittee's Wireless Facilities shall interfere with the construction or relocation, maintenance or repair of any Street or public improvement, one hundred eighty (180) days' notice shall be given to Permittee by the City and all such poles, wires, conduits or other appliances and facilities shall be removed or replaced by Permittee in such manner as shall be directed by the City so that the same shall not interfere with the said public work of the City, as

determined by the City, and such removal or replacement shall be at the expense of Permittee herein.

**3.1.5 Reimbursement for Relocation.** Should, however, any utility company, pursuant to any contract dated after the date of acceptance of this License, be reimbursed for relocation of its facilities as part of the same work that requires Permittee to remove its facilities, Permittee shall be reimbursed upon the same terms and conditions as such utility.

**3.1.6. Street Vacation or Abandonment.** In the event any Street or portion thereof used by Permittee shall be vacated by the City or the use thereof discontinued by Permittee, during the term of this License, Permittee shall, at Permittee's expense, forthwith remove its facilities therefrom unless specifically permitted by the City to continue the same, and on the removal thereof restore, repair or reconstruct the area where such removal has occurred, and place the area where such removal has occurred to a condition similar to that existing before such removal took place. In the event of failure, neglect or refusal of Permittee, after sixty (60) days' notice by the City to remove the facilities or to repair, restore, reconstruct, improve or maintain such area, the City may do such work or cause it to be done, and the cost thereof as found and declared by the City shall be paid by Permittee as directed by the City and collection may be made by any available remedy.

**3.1.7. Movement of Facilities.** In the event it is necessary temporarily to move or remove any of Permittee's facilities placed pursuant to this License, in order to lawfully move a large object, vehicle, building or other structure over the Streets of the City, upon two (2) weeks' notice by the City to Grantee, Permittee shall move at the expense of the Person requesting the temporary removal such of his facilities as may be required to facilitate such movements.

### **3.2. Wireless Facilities Infrastructure Tests and Inspections.**

**3.2.1** The Permittee shall perform all tests necessary to demonstrate compliance with the requirements of the FCC and this License, and to ensure that the Wireless Facilities components are operating properly.

**3.2.2.** The City may conduct inspections of construction areas and customer installations for the purpose of assessing compliance with the Permittee's construction and installation requirements. Inspection does not relieve the Permittee of its obligation to build in compliance with all provisions of this License.

### **3.3. Publicizing Proposed Construction Work.**

The Permittee shall notify the public prior to commencing any proposed construction that will significantly disturb or disrupt any Right of Way or have the potential to present a danger or affect the safety of the public generally. The Permittee shall publicize proposed construction work at least two (2) weeks prior to commencement of any proposed non-emergency construction work by causing written notice of such construction work to be delivered to the City Engineer and by notifying those Persons most likely to be affected by the work in at least one (1) of the following ways: by telephone, in person, by mail, by distribution of flyers to residences, or by publication in local newspapers.

## **SECTION 4 – TAXES AND FEES**

### **4.1. Payment of License Fee to City.**

**4.1.1.** On or before the commencement of any activity permitted by this License, the Permittee shall pay a one-time permit-processing fee of **\$250** to the City.

- 4.1.2. **No Set Offs.** Permittee acknowledges and agrees that no payment or contribution shall offset the License Fee.

## **SECTION 5 - Maps**

Permittee shall maintain at all times a current map or set of maps drawn to scale showing the locations of all of Permittee's Wireless Facilities within the Public Rights of Way, and upon written request, Permittee will provide the City with access to such maps, during Normal Business Hours, at the local office defined under Section 6.1. Upon request, Permittee shall make GPS or other locational data available to the City, suitable for inclusion on the City's GIS maps.

## **SECTION 6 - Transfer or Change of Control of Wireless Facilities or Franchise**

### **6.1. Removal After Revocation or Expiration.**

- 6.1.1 At the expiration of the License term, or upon its revocation, the City shall have the right, consistent, however, with Permittee's rights under this Agreement, to require Permittee to remove, at Permittee's expense, all or any portion of the Wireless Facilities from City Rights of Way. Upon any such removal, Permittee shall refill and compact, at its own expense, any excavation that shall be made and shall leave all property, public or private, in as good a condition as that prevailing prior to removal of the Wireless Facilities, and without affecting, altering or disturbing in any way electric, telephone or utility, cables wires or attachments. The City, or its designee, shall have the right to inspect and approve the condition of such Right of Way areas after removal.
- 6.1.2 If, in the sole discretion of the City, Permittee has failed to commence removal of the Wireless Facilities as required by this Agreement, within thirty (30) days after written notice of the City's demand for removal is given, or if Permittee has failed to complete such removal within one (1) year after written notice of the City's demand for removal is given, the City shall have the right to remove the Wireless Facilities and the cost of said removal shall be chargeable to the Permittee. Within 30 days after receipt of an invoice therefor, the Permittee shall make payment to the City of all such costs of removal.

## **SECTION 7 - Insurance and Indemnity**

### **7.1. Liability Insurance.**

- 7.1.1 Grantee shall maintain, throughout the term of the License, the following types of insurance for any liability with regards to damages outlined in Section 10.2:
- i. **Statutory Workers' Compensation** coverage or Employer's Liability coverage, as required by the laws of the Commonwealth of Virginia. The Permittee shall indemnify and hold harmless the City from any workers compensation claims to which the Permittee may become subject during the term of this License Agreement.
  - ii. **Commercial General Liability insurance** with a coverage limit no less than two (2) million dollars per occurrence and four (4) million dollars aggregate per accident.
    - a. This insurance will include coverage for claims of Bodily Injury, Property Damage, Personal and Advertising Injury, and Products and Completed Operations, which may arise from operations under the agreement, whether such operations are performed by the Permittee or by any subcontractor or independent contractor on behalf of the Permittee.

- b. The Commercial General Liability insurance shall name the City as “additional insureds” by endorsement, and shall be primary and non-contributory.

- 7.1.2 At the time of acceptance, Permittee shall furnish the City with a certificate and evidence of required endorsements verifying that the insurance policies have been obtained in accordance with the requirements above.
- 7.1.3 The Permittee shall require any contractor or contractors to furnish the City with evidence of an insurance contract providing commercial general liability coverage in an amount not less than \$1,000,000 combined coverage for bodily injuries and property damage resulting from the contractor’s activities within any Right of Way, naming (or endorsed to name) the City as an additional insured.

**7.2. Indemnification, Damages, and Defense.**

Grantee shall indemnify the City, its officers, officials, boards, committees, commissions, employees and agents for any loss or damage to any real or personal property of any Person, or for any injury to or death of any Person, resulting from Licensee’s construction, operation, maintenance, repair or removal of the Wireless Facilities and as to any other action(s) or omission(s) of Permittee with respect to this License. The City shall give the Permittee timely written notice of its obligations to indemnify and defend the City within ten (10) days of receipt of a claim or action pursuant to this section.

**SECTION 8 - Enforcement of and Termination of Franchise; Foreclosure, Receivership, and Abandonment**

**8.1. Notice of Violation or Default.**

In the event the City believes that the Permittee has not complied with the material terms of the License, it shall notify the Permittee in writing with specific details regarding the nature of the alleged non-compliance or default.

**8.2. Grantee’s Right to Cure or Respond.**

The Permittee shall have the right to respond to the City’s written notice of a violation. The Permittee shall have thirty (30) days from the receipt of the City’s written notice: (A) to respond to the City, contesting the assertion of non-compliance or default; (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the 30 day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that the cure will be completed.

**8.3. Public Hearing.**

In the event the Permittee fails to respond to the City’s notice of violation, or in the event that the alleged default is not remedied within 30 days or other date projected by the Grantee, the City shall schedule a public hearing to evaluate the default. Such public hearing shall be held at the next regularly scheduled meeting of the City at a time that is no less than ten (10) business days therefrom. The City shall notify the Permittee in writing of the time and place of such meeting and provide the Permittee with a reasonable opportunity to be heard.

**8.4. Enforcement.**

**8.4.1.** Subject to applicable federal and state law, in the event the City determines after a public hearing, that the Permittee has violated any material provision of the License, the City may:

- A. Seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief;



B. Seek penalties in accordance with Section 8.6 hereof; or

**8.4.2 Revocation.** In addition to all other rights which the City has pursuant to law or equity, the City reserves the right to revoke, terminate or cancel this License, and all rights and privileges pertaining thereto, in the event of a substantial default that:

- A. Permittee breaches any material provision of this License; or
- B. Permittee is adjudicated by a court as being guilty of practicing fraud or deceit upon the City, or any city resident; or
- C. Permittee becomes insolvent, unable or unwilling to pay its debts, or is adjudged as bankrupt and the Permittee's creditors or Trustee in Bankruptcy do not agree to fulfill and be bound by all requirements of this License by the City; or
- D. Permittee materially misrepresents a material fact in the application for this permit and License and such misrepresentation was relied upon by the City to its detriment.
- E. In the case of a substantial default, the City will initiate revocation proceedings in accordance with the revocation procedures established in Section 8.4.3, herein below.

**8.4.3. Revocation Procedures.**

- A. The City shall give written notice to the Permittee of its intent to revoke the License on the basis of a pattern of substantial non-compliance, consisting of two (2) or more instances of substantial non-compliance. The notice shall set forth with specificity the exact nature of the non-compliance. The Permittee shall have thirty (30) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a response from the Permittee or upon receipt of the response does not agree that the allegations of non-compliance have been or will be resolved, it may then seek revocation of the License at a public hearing. The City shall cause to be served upon the Permittee, a written notice specifying the time and place of such hearing and stating its intent to request revocation of the License.
- B. At the designated public hearing, the City shall give the Permittee an opportunity to state its position on the matter, present evidence and question witnesses, in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Virginia, after which it shall determine whether or not the License shall be terminated. The public hearing shall be on the record and a recording of the hearing shall be available to the Permittee upon request.
- C. Upon completion of the public hearing if the City determines there is a violation, breach, failure, refusal or neglect by Grantee, the City may direct Permittee to correct or remedy the same within such reasonable additional time, in such manner and upon such reasonable terms and conditions as City may direct. The issue of revocation shall automatically be placed upon the City Council agenda at the expiration of the time set by it for compliance. The City may terminate the License forthwith upon finding that Permittee has failed to achieve compliance or may further extend the period, in its discretion. Or, at Permittee's option, after the full public proceeding is held and the City determines there was a violation, breach, failure, refusal or neglect, then the City may declare, by resolution, the License revoked and cancelled and of no further force and effect.
- D. Notice of the decision of the City Council shall be given in writing and shall be delivered to the Permittee by certified mail. The Permittee may appeal such determination to the courts having jurisdiction over the City of Charlottesville, which shall have the power to review the decision of the City "de novo" and to modify or reverse such decision as applicable laws and/or this agreement may require.

**8.5. Technical Violation.**

The City will not subject the Permittee to penalties, fines, forfeitures or revocation of the License for so-called “technical” breach(es) or violation(s) of the License, which shall include, but not be limited, to the following:

- 8.5.1 in instances or for matters where a violation or a breach of the License by the Permittee was a good faith error that resulted in no or minimal negative impact on any property or residents within the License Area; or
- 8.5.2 where there existed circumstances reasonably beyond the control of the Permittee and which precipitated a violation by the Permittee of the License, or which were deemed to have prevented the Permittee from complying with a term or condition of the License.

**8.6. Penalties.****8.6.2. Procedure for Imposition of Penalties.**

- A. Whenever the City finds that Permittee has allegedly violated one (1) or more terms, conditions or provisions of this License, a written notice shall be given to Permittee. The written notice shall describe in reasonable detail the alleged violation so as to afford Permittee an opportunity to remedy the violation. Permittee shall have fourteen (14) days subsequent to receipt of the notice in which to correct the violation. Permittee may, within ten (10) days of receipt of notice, notify the City that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Permittee to the City shall specify with particularity the matters disputed by Permittee and shall stay the running of the above-described time.
  - i. The City shall hear Permittee’s dispute at a regularly or specially scheduled meeting. Permittee shall have the right to subpoena and cross-examine witnesses. The City shall determine if Permittee has committed a violation and shall make findings of fact relative to its determination. If a violation is found, Permittee may petition for reconsideration.
  - ii. If after hearing the dispute the claim is upheld by the City, Permittee shall have ten (10) days from such a determination to remedy the violation or failure. At any time after that ten (10) day period, the City may assess penalties.
  - iii. Upon receipt of written notice from Permittee that the violation has been corrected or remedied, the City’s right to assess penalties shall be suspended. Following receipt of such notice, the City shall have the right to conduct an independent investigation of any alleged violations and should it find, in its sole determination, that such violations have not been completely corrected, it shall have the right to collect penalties as described herein.
- B. The time for Permittee to correct any alleged violation may be extended by the City if the necessary action to correct the alleged violation is of such a nature or character to require more than ten (10) days within which to perform provided Permittee commences the corrective action within the ten (10) day period and thereafter uses reasonable diligence to correct the violation.
- C. The City shall stay or waive the imposition of any penalties set forth above for any failure or delay that is a result of an act of God or upon a finding that the failure or delay is due to circumstances beyond the reasonable control of Grantee.

**7.7. Rights Cumulative.**

The rights reserved to the City herein are in addition to all other rights of the City, whether reserved herein or authorized by Applicable Law. The receipt of any damages recovered by the City thereunder, shall not be

construed to excuse the faithful performance by the Permittee or limit the liability of the Permittee under the terms of its License for damages.

**8.8. Foreclosure.**

Upon the foreclosure or other judicial sale of the Wireless Facilities, Permittee shall notify the City of such fact and such notification shall be treated as a notification that a change in control of Permittee has taken place, and the provisions of this License governing the consent to transfer or change in ownership shall apply without regard to how such transfer or change in ownership occurred.

**8.9. Receivership.**

The City shall have the right to cancel this License subject to any applicable provisions of state or federal law. The City may cancel this License within one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Permittee, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

- A. Within one hundred twenty (120) days after his election or appointment, such receiver or trustee shall have fully complied with all the provisions of this License and remedied all defaults thereunder; and
- B. Such receiver or trustee, within said one hundred twenty (120) days, shall have executed an agreement, duly approved by the Court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise.

**8.10. Abandonment.**

The Wireless Facilities shall be removed by the Permittee within thirty (30) days after any decision to abandon or otherwise cease their use or operation.

## **SECTION 9 - Miscellaneous Provisions**

**9.1. Compliance with Applicable Laws.**

Grantee and the City shall conform to all Applicable Laws, regulations, rules and governmental requirements regarding the Wireless Facilities. Permittee shall also conform with all the generally applicable City ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the License. Any such City Ordinances, resolutions, rules or regulations that are in conflict with or otherwise impose obligations different from the provisions of this License are superseded by the provisions of this License Agreement. This License Agreement reflects the entire set of regulations as to the subject of this License Agreement and any subsequently adopted City ordinances, rules or regulations that are in conflict with this License Agreement shall not be deemed to amend or change the obligations of Permittee herein.

**9.2. Compliance with Federal State and Local Laws.**

9.2.1 If any federal or state law or regulation requires or authorizes Permittee to perform any Service or act, or prohibits Permittee from performing any Service or act, which may be in conflict with the terms of this License, then as soon as possible following knowledge thereof, Permittee will use its best efforts where appropriate to notify the City of the point of conflict believed to exist between such law or regulation.

9.2.2 If any term, condition or provision of this License or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this License and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and to be complied with.

In the event that such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Permittee and the City.

9.2.3 Notwithstanding anything to the contrary, in the event that any court, agency, commission, legislative body or other authority of competent jurisdiction (i) declares any portion of this License invalid, in whole or in part, or (ii) requires Permittee either to (a) perform any act which is inconsistent with any portion of this License or (b) cease performing any act required by this License, Permittee shall immediately notify the City. Such notice shall state whether Permittee intends to exercise its rights pursuant to such declaration or requirement.

**9.4. Work Performed by Other for Grantee.**

**9.4.1** All provisions of this License shall remain the responsibility of Grantee, and Permittee shall be responsible for and hold the City harmless for any claims or liability arising out of work performed by contractors or assignees of the Permittee.

**9.4.2** All provisions of this License shall apply to any contractor or others performing any work or Services pursuant to the provisions of this License.

**9.5. Non-enforcement by City.**

Permittee shall not be relieved of its obligation to comply with any of the provisions of this License by reason of any failure of the City to enforce prompt compliance within a reasonable period of time.

**9.6. No Evasion and Time of Essence.** Unless specifically referenced herein, in determining whether Permittee has substantially complied with this License, the parties agree that time is of the essence. Permittee's failure to meet the obligations herein, including providing information requested by Grantor in a timely manner, shall constitute a material breach.

**9.7. Force Majeure.**

The Permittee shall not be held in default under, or in noncompliance with, the provisions of the License, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation, or revocation of the License), provided that the Permittee takes immediate and diligent steps to bring itself back into compliance and to comply as soon as possible under the circumstances with the Agreement without unduly endangering the health, safety, and integrity of the Permittee's employees or property, or the health and integrity of the City's Rights of Way, or any private property, where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Wireless Facilities, governmental, administrative, or judicial order or regulation or other event that is reasonably beyond the Permittee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Permittee's Wireless Facilities are attached, as well as unavailability of materials or qualified labor to perform the work necessary where such unavailability is reasonably beyond the Franchisee's ability to anticipate or control.

**9.8. Each Party Bears Its Own Cost.**

Unless otherwise expressly provided in this License Agreement, all acts that the Permittee is required to perform must be performed at Permittee's own expense. In the event of litigation between the parties, each party shall be responsible for its own litigation costs and expenses, including, without limitation, its own attorneys fees.

**9.9. Governing Law.**

This License Agreement shall be deemed to be executed in the Commonwealth of Virginia, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the Commonwealth of Virginia, as applicable to contracts entered into and performed entirely within the Commonwealth and the venue for any litigation with respect thereto shall be in the Circuit Court for the City of Charlottesville, Virginia.

**9.10. No Third-Party Beneficiaries.**

Nothing in this License Agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this License Agreement.

**9.11. No Waiver of Rights.**

Nothing in this License Agreement shall be construed as a waiver of any rights, substantive or procedural, either party may have under federal or state law unless such waiver is expressly stated herein.

**9.12. Captions and References.**

The captions and headings of Sections throughout this Agreement are intended solely to facilitate reading and reference to the Sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

**9.13. Calculation of Time.**

Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.

**9.14. Entire Agreement.**

This License Agreement, including any Exhibits, embodies the entire understanding and agreement of the City and the Permittee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral.

**9.15. Severability.**

If any section, subsection, sentence, clause, phrase, or other portion of this License Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If the Permittee believes that the terms of the License Agreement or any City law or regulation conflict with any state or federal law or regulation, the Permittee shall notify the License Authority immediately upon learning of the conflict.

**9.16. Modification.**

No provision of this License Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City Council's authorized representative and the Permittee, which amendment shall be authorized on behalf of the City through the adoption of an ordinance.

**9.17. Binding Acceptance.**

This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, and the promises and obligations herein shall survive the expiration date hereof.

**9.18. Effective Date.** This Ordinance shall be in force upon adoption and shall become effective only when, within 12 months of the date of adoption, the Permittee furnishes (i) evidence of all required insurance (ii) a written statement in a form satisfactory to the City Attorney to the effect that the Permittee agrees to be bound by and to comply with the terms and conditions upon which this License is granted, and (iii) a written verification signed by the heads of the City’s Departments of Utilities, NDS, and City Attorney, stating that, based on information provided by the Permittee all conditions of this Ordinance have been satisfied. The Permittee shall be responsible for providing the City and its various departments with written evidence that all conditions of this Ordinance has been satisfied within the time period established by this paragraph.

**9.19. Notice.** Either party may change the named representatives and /or addresses set forth below, upon three (3) days’ advance written notice to the other party. The Permittee shall at all times keep the City advised as to which individual(s) are authorized to act on behalf of the Permittee, and whose acts will be considered to bind the Permittee. All notices, reports or demands required to be given in writing under this License shall be deemed to be given when delivered to the Person(s) designated below, or when five (5) days have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, or on the next business day if sent by express mail or overnight air courier or other commercial courier, and addressed to the party to which notice is being given, as follows:

**To the City :**

City Manager  
City of Charlottesville  
Room 214, City Hall  
605 E. Main St.  
Charlottesville, VA 22902

**To the Permittee:**

Cellco Partnership  
d/b/a VerizonWireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921

Attn: Network Real Estate

**AND BE IT FURTHER ORDAINED THAT,** pursuant to City Code Sec. 2-97, Council hereby waives the requirement for a second reading of this ordinance.

FIRST READING:                      October 15, 2018

APPROVED BY COUNCIL: \_\_\_\_\_, 2018

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



<b>Agenda Date:</b>	October 15, 2018
<b>Action Required:</b>	Resolution to adopt the updated Standards and Design Manual
<b>Presenter:</b>	Marty Silman, Public Works
<b>Staff Contacts:</b>	Marty Silman, Public Works
<b>Title:</b>	<b>Standards and Design Manual (SADM)</b>

**Background:**

The City’s Standards and Design Manual (SADM) is an existing document that was adopted by City Council in 2008. The manual establishes design and construction standards for City projects and development projects throughout the City.

Since the adoption of the current SADM in 2008, there have not been any significant revisions, so the manual is out of date and does not meet the needs of the City or the community. In December of 2016, City Council approved funding which allowed staff to proceed with the overhaul of the current Standards and Design Manual. Through the procurement process and a Request for Proposal, Toole Design Group and RK&K collaborated to provide these services and were selected to assist the City in this effort. That contract was executed in August 2017. Over the last 14 months, the team has been researching manuals from similar localities, conducting workshops, reviewing feedback and drafting text for the updated manual.

The final draft of the manual, less the appendices, is available at [www.charlottesville.org/SADM](http://www.charlottesville.org/SADM).

**Discussion:**

One of the main goals of the SADM update was to incorporate the previously approved Streets That Work Plan, which defined street typologies and their associated characteristics. Other goals of the manual was to provide clear design expectations for development projects that impact the public right of way, clarify requirements for inspections, revise outdated construction details, provide a distinct reference to other governing agencies that influence the City’s infrastructure, such as VDOT, AASHTO, etc. Additionally, several new chapters were created such as a dedicated chapter on Environmental Sustainability, General Materials and Methods of Construction, Maintenance of Existing Infrastructure and Design Control Districts. These additional chapters will serve to provide guidance in areas that were previously vague or inconsistently applied.

The approach by the SADM team was first to conduct a series of workshops with City staff from various City departments who rely on the current manual (NDS, Public Works, Utilities, CAT, Parks



& Rec, Fire, Police and the Attorney's Office) to finalize an outline and establish the content that required revision. Following creation of a draft document, workshops were then held to give the public and stakeholders an opportunity to provide feedback and suggestions. A total of nine stakeholder groups were invited to participate in the process.

Much of the feedback that was received from the public and/or stakeholders was submitted via email sent to [feedbackSADM@charlottesville.org](mailto:feedbackSADM@charlottesville.org), which is intended to remain active throughout the life of the manual. Of particular importance, it should be noted that the revised Standards and Design Manual is intended to be a *living* document and grow with the needs of the City. By maintaining a dynamic manual, it affords staff the opportunity to make adjustments as new technologies come about and continues to provide a mechanism for the receipt and incorporation of feedback and new ideas.

Work still to be performed on the SADM is the creation of checklists, construction details and specifications. This effort was held towards the end as the text of the manual drives the need for many of the details and specifications. Throughout the process of drafting the text of the manual, staff and the consultants have been compiling a list of existing construction details to revise, new details to create, new specifications, or supplemental specifications to VDOT's standard specs.

### **Alignment with City Council's Vision and Strategic Plan:**

This effort supports City Council's Vision for A Green City and A Connected Community by maintaining a strong focus on environmental sustainability and stormwater management as well as a solid transportation network that offers effective multi-modal uses.

#### Strategic Plan Goal 3: Beautiful Environment

- Goal 3.1 – The SADM implements urban planning by formalizing requirements of the Streets That Work Plan.
- Goal 3.2 – A primary function of the SADM is to ensure that reliable and high quality infrastructure are provided and maintained.
- Goal 3.3 – The SADM carries forward a strong focus on bike and pedestrian infrastructure including specific sections on ADA requirements and formally adopts PROWAG.
- Goal 3.4 – Three out of thirteen chapters are focused directly on protecting the environment and natural resources.
- Goal 3.5 – There is a chapter dedicated to design control districts to provide guidance for those working in those areas

#### Strategic Plan Goal 5: Responsive Organization

- Goal 5.3 – Having a current and detailed manual will provide the ability for staff to provide clear and consistent customer service for all aspects of development and community projects.

### **Community Engagement:**

Staff has provided multiple opportunities for the public to provide input into the process. Prior to even selecting a consultant to assist in the effort, staff met with the Charlottesville Albemarle Developer's Roundtable to discuss opportunities with the upcoming changes and how feedback was to be received. The PLACE Design Task Force was also invited to review the Request For Proposal to help shape the scope of the project. In addition to the CADRE group and PLACE Design Task

Force, stakeholders that were invited to participate in the process included the Tree Commission, City Council, the Code Audit/Streets That Work Advisory Committee, ADA Advisory Committee, Board of Architectural Review, and the Bicycle and Pedestrian Advisory Committee. Two in-person workshops were conducted to provide opportunities for the public and stakeholders to provide feedback in June of this year.

Additionally, feedback was received via an email address dedicated solely to the content of the SADM ([feedbackSADM@charlottesville.org](mailto:feedbackSADM@charlottesville.org)). On occasion, clarity was requested from those that provided feedback in order to properly inform changes to the draft manual. This email address is also intended remain active for the life of the manual and it will be monitored periodically.

To date, over 400 comments of substantive nature were received, most of which contributed to positive changes in the draft document. It should be noted that not all feedback was incorporated because it was either too general to result in an informed change, it violated a larger code requirement (state or federal), or was more geared towards a code, policy or operational change.

All comments received to date have been inserted into a spreadsheet on the City's Engineering website where the draft manual is located. Responses to each of the comments is also included in the spreadsheet.

**Budgetary Impact:**

This has no impact on the General Fund. Funds used were previously allocated from year-end carryover funding of previous fiscal years.

**Recommendation:**

Staff recommends voting to approve the attached resolution that adopts the updated manual.

**Alternatives:**

An alternate option is to not adopt the updated manual and continue to rely on the current (outdated) manual. The current manual is often unclear in the design expectation, does not obviously document specific references for outside agency standards and is not conducive to implementing the goals of the Streets That Work Plan.

**Attachments:**

The final draft Standards and Design Manual is located at [www.charlottesville.org/SADM](http://www.charlottesville.org/SADM).

Attached hereto is a resolution to adopt the final draft manual for immediate implementation.

**RESOLUTION  
OF THE CHARLOTTESVILLE CITY COUNCIL  
TO APPROVE THE UPDATED STANDARDS AND DESIGN MANUAL**

**WHEREAS**, the City of Charlottesville's Standards and Design Manual, previously approved by City Council on April 6, 2008, governs the construction, design and engineering specifications for public facilities and other improvements required by various City ordinances to be provided for and in connection with construction and development activities; and

**WHEREAS**, on September 6, 2016, City Council adopted a Resolution To Complete the City of Charlottesville's Regulatory Framework Review and Revision, of which the updated Standards and Design Manual is a part; and

**WHEREAS**, public input and stakeholder engagement was solicited, received, reviewed and incorporated where feasible; and

**WHEREAS**, all applicable City departments have participated and provided feedback to inform the updated Standards and Design Manual; and

**WHEREAS**, City engineering staff have developed a 2018 Updated Standards and Design Manual, and has presented the 2018 Update to Council for consideration and approval at its October 15, 2018 meeting; and

**WHEREAS**, following approval of the 2018 Updated Standards and Design Manual presented to City Council on October 15, 2018, City engineering staff will revise the diagrams and instructions set forth within certain Appendices to the 2008 Manual, consistent with the provisions set forth within the 2018 Updated Manual; now, therefore,

**BE IT RESOLVED** by the Council for the City of Charlottesville, Virginia that the updated Standards and Design Manual, as presented to City Council on October 15, 2018, is hereby approved and the specifications and requirements set forth in the 2018 Updated Standards and Design Manual shall be effective on the date of approval by City Council. Any conflict between a provision within the 2018 Updated Standards and Design Manual and any provision within an Appendix that has not yet been updated shall be resolved with reference to the applicable provision within the 2018 Updated Standards and Design Manual.

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CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA



Agenda Date:	October 15, 2018
Action Requested:	Resolution
Presenter:	Brenda Kelley, Redevelopment Manager, City Manager's Office
Staff Contacts:	Brenda Kelley, Redevelopment Manager, City Manager's Office Kaki Dimock, Human Services Hollie Lee, Office of Economic Development Stacy Pethia, Neighborhood Development Services
Title:	<b>Piedmont Housing Alliance – Community Wealth Building Program - \$75,000</b>

**Background:**

Friendship Court lies within the Strategic Investment Area (SIA) and the newly designated Opportunity Zone. Both designations focus on redevelopment strategies in targeted economically distressed areas that focus on new investments in community development including, but not limited to, affordable housing, economic development, community services, job growth and capital improvements. These improvements can only occur through collaboration and partnerships between the public, non-profit and private sectors.

The redevelopment of Friendship Court can and should be a catalyst for economic transformation for families. Toward the overall goal of building a proud, safe, diverse community supporting success for all, Piedmont Housing Alliance (“PHA”) plans to launch a Community Wealth-Building program to specifically connect Friendship Court residents to employment and job training. A long-term effort is envisioned that will begin with hiring an Economic Opportunity Coordinator with the expertise and capacity to develop and implement a strong program.

Piedmont Housing Alliance is requesting city funding for a two-year period to support this enhancement to PHA's staff. Piedmont Housing Alliance's Community Wealth-Building Program is attached as **Exhibit #1**.

**Discussion:**

This program is consistent with the recommendations for community wealth building in the Strategic Investment Area (SIA) Plan:

## Community Wealth-building

- i. Plan objectives – some of the critical components identified in the SIA Plan as related to this initiative are as follows:
  1. Build the foundations for economically viable neighborhoods of opportunity and choice by:
    - a. promoting mixed income residential development without displacement and employment growth
    - b. increasing access to jobs outside of the neighborhood
    - c. increasing the types and availability of jobs within the neighborhood;
    - d. increasing retail at the neighborhood-retail scale;
    - e. increasing the population of the neighborhood in order to support these
  2. Encourage “clustering” of social services providers and start-up businesses within the SIA
  3. Reinforce the integration of social and job advancement services and facilities. Facilitating physical access to employment centers, employer job networks, platform for business-to-business local contracting and improved access and transportation connections within the neighborhood and to the Downtown Mall are fundamental components. With gradual investment in the SIA, over time, the area will establish itself as an activity center with an amenity base, reinforcing enterprise both of which will be supported by the background regional market and improved infrastructure.
- ii. Recommendations & Implementations – due to the SIA’s central location and historic mix of uses, the area offers a special opportunity to be a focus for job growth. This combination of positive investment opportunities and social economic need should guide the public and private sectors in making priority commitments to support job growth specific to the SIA location and population:
  1. Augment economic opportunity programs for low-income residents

This proposed project has been presented to the SIA Implementation Team for suggestions and feedback, which are incorporated herein.

The PHA Community Wealth Building program will collaborate with existing resources, including the City’s Office of Economic Development and Human Services Department to ensure excellent communication and cooperation and to avoid potential duplication of effort. The program aims to build income and household economic resilience. Toward this end, PHA will build on the

community center-based services offered to residents over the past decade and the resident-led redevelopment process of the last two years to achieve the following goals:

- Develop a variety of economic community wealth-building opportunities of which Friendship Court residents can take advantage; including but not limited to Family Self-Sufficiency programs authorized by HUD.
- Identify and learn from successful models that have trained and placed residents of low-income housing into construction jobs during the re-building of their communities.
- Develop and implement an ongoing process for connecting Friendship Court residents to jobs, job training and related resources.
- Co-create a community wealth-building program with residents that emphasizes their personal agency and choice and increases the range of options available to this community.

This Community Wealth Building initiative will be evaluated using both process and outcome measures including, but not limited to, the number of residents engaged in programming, the number and percentage of residents acquiring employment, and the percentage change of monthly income for residents engaged in programming.

Funding will be distributed on a quarterly basis upon submission of reports to city staff for year one: October 2018 – September 2019. Year two funding for October 2019-September 2020 is contingent on successful application to H.U.D.’s Self-Sufficiency Program and will be distributed on a quarterly basis upon submission of this H.U.D. designation and subsequent reports to city staff.

**Alignment with City Council’s Vision and Strategic Plan:**

While the overall redevelopment program of Friendship Court encompasses many more of the elements of City Council’s Vision -2025, this specific project supports City Council’s visions of Economic Sustainability, A Center of Lifelong Learning, Community of Mutual Respect, and Smart, Citizen-Focused Government.

This program contributes to the following Goals of the City’s Strategic Plan:

Goal 1: An Inclusive Community of Self-sufficient Residents

- 1.2 Prepare residents for the workforce
- 1.4 Enhance financial health of residents
- 1.5 Intentionally address issues of race and equity

Goal 4: A Strong, Creative and Diversified Economy

- 4.1 Develop a quality workforce
- 4.2 Attract and cultivate a variety of businesses
- 4.3 Grow and retain viable businesses

Goal 5: A Well-managed and Responsive Organization

- 5.1 Integrate effective business practices and strong fiscal policies
- 5.2 Recruit and cultivate a high quality and diverse workforce
- 5.3 Provide responsive customer service
- 5.4 Foster effective community engagement

**Community Engagement:**

A steering committee, including elected Friendship Court resident representatives, guides the redevelopment plans of Friendship Court, including the proposed wealth-building and education initiatives.

This program is aligned with the Strategic Investment Area (SIA) Plan, which was developed with significant community engagement. This proposal has benefitted from multiple rounds of feedback from community and city partners, including the SIA Implementation Team.

**Budgetary Impact:**

No additional funds will need to be appropriated. Funding for the project will be allocated from previously appropriated funding in the Capital Improvement Program SIA account.

**Recommendation:**

Staff recommends approval of the attached Resolution.

**Alternatives:**

The City Council may decide to approve a lesser amount of funding or not to approve this item.

**Attachments:**

Resolution

Exhibit #1 – Piedmont Housing Alliance Wealth Building Initiative



## **RESOLUTION**

### **Piedmont Housing Alliance – Community Wealth Building Program - \$75,000**

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that previously appropriated SIA Implementation funding of up to \$75,000 is authorized to be allocated to be used to assist to fund an Economic Opportunity Coordinator position. These funds will be distributed over a two-year period for Piedmont Housing Alliance’s Community Wealth Building Program.

## **EXHIBIT #1**

### **PIEDMONT HOUSING ALLIANCE Community Wealth-Building Program Two-Year Pilot October 2018**

#### **Executive Summary**

The redevelopment of Friendship Court can and should be a catalyst for economic transformation for families. Toward the overall goal of building a proud, safe, diverse community supporting success for all, Piedmont Housing Alliance envisions a long-term Community Wealth-Building program to connect Friendship Court residents to employment and job training. Plans are to launch the program as a two-year pilot with the hiring of an Economic Opportunity Coordinator.

The Economic Opportunity Coordinator will have the expertise to explore, partner and innovate a multi-faceted program intended to build resident income and household economic resilience. Piedmont Housing Alliance is requesting funding from the City of Charlottesville in the amount of \$75,000 over two years to support this pilot and enhancement to Piedmont Housing Alliance's staff.

Ensuring Friendship Court residents have access to a full array of workforce development and living wage job opportunities in Charlottesville is a priority of the redevelopment effort. Residents need jobs, as well as the education, certifications and other support needed to move families from poverty to economic resilience. To this end, Piedmont Housing does not propose recreating workforce development opportunities. Instead, we seek to fold-in and augment existing career-building opportunities into the whole redevelopment process and make the opportunities available to all residents.

Piedmont Housing Alliance's community wealth-building program will emphasize a direct, hands-on approach. The Economic Opportunity Coordinator will build relationships with residents and existing job resource providers, connecting the two to each other. Our strategy also relies heavily on tapping resources available but under-utilized. For instance, while the Charlottesville area offers numerous employment and job training resources, many have simply gone untapped to maximize benefits to Friendship Courts residents.

To be successful, Piedmont Housing Alliance will partner with city agencies and other organizations to develop and implement the Community Wealth-Building program. In discussions leading up to submitting this request, we have collaborated with City staff to determine that the best location for the Economic Opportunity Coordinator is at the Friendship Court site, within the purview of Piedmont Housing. In addition, we have connected and talked with all potential partner agencies to make sure our program is not duplicating existing efforts

but that we are strengthening them and directly connecting Friendship Court residents to those already existing resources.

Piedmont Housing is actively seeking funding for all aspects of Friendship Court's redevelopment, including the Community Wealth-Building program. We have requests pending with Kresge Foundation and Enterprise Community Partners that would provide partial support for the Economic Opportunity Coordinator.

## **II. Introduction: Organizational Mission and Friendship Court Redevelopment**

Since 1983, Piedmont Housing Alliance has been a leader in building and managing affordable housing, providing financial education and housing counseling to families struggling to make ends meet and offering creative financial resources to support asset-building and affordable homeownership. During our 35-year history, we have helped 915 homebuyers through counseling and down payment assistance, provided \$9 million in down payment assistance, developed 64 single-family homes, and assisted over 4,200 individuals and families with financial education. We currently manage 358 rental homes at nine different properties.

In early 2018, we adopted a new three-year Strategic Plan that recalibrates our goals to expand our reach and address both the historical and growing inequities and affordable housing needs in the region. Perhaps most critically, our updated Plan reaffirms our commitment to redevelop Friendship Court, a process started in 2014, in partnership with the residents who call it home. Friendship Court is a 40-year old Section 8 subsidized neighborhood in the heart of downtown Charlottesville, purchased and renovated jointly by Piedmont Housing and NHT-Enterprise in 2002, when it went up for private sale and was at risk of being lost to the community.

Early in the process, recognizing the importance of direct accountability to the residents as well as the conviction of purpose they would bring to the planning process, we formed a 15-member Advisory Committee, including nine Friendship Court residents elected by their neighbors and given a mandate to represent their community through the process. Since the beginning, the Advisory Committee members have engaged with fellow residents to gather insights and share information on the progress of redevelopment planning. Equally important, they have been embraced and vested as co-designers of their new neighborhood in partnership with other members of the design team.

The resulting redevelopment plan will replace, unit for unit, the current 150 Section apartment homes as well as add another 300 homes with both long-term, tiered affordability and market-based rents. At least half of the new rental homes will be affordable.

Remarkably, all of this work will be accomplished with no displacement of families. The Friendship Court site is uniquely situated, with two acres of open green space onsite, to allow for Phase One construction to proceed without demolition. This "build first" pattern

will maintain zero displacement through all four phases. Construction starts in early 2020, with each subsequent phase beginning two years later. Each phase will mix apartments at different affordability levels to promote economic integration.

**III. Request: Community Wealth-Building Two-Year Pilot Program**

The redevelopment of Friendship Court can and should be a catalyst for economic transformation for families. Toward the overall goal of building a proud, safe, diverse community supporting success for all, Piedmont Housing Alliance envisions a long-term Community Wealth-Building program to connect Friendship Court residents to employment and job training that will be launched with a two-year pilot and the hiring of an Economic Opportunity Coordinator.

The Economic Opportunity Coordinator will have the expertise to explore, partner and innovate a multi-faceted program intended to build resident income and household economic resilience. The individual in this role will understand how business and jobs intersect, be personable and entrepreneurial in building relationships and partnerships, and be an experienced job coach, among other skills. We are requesting funding from the City of Charlottesville in the amount of \$75,000 over two years to support this pilot and the enhancement to Piedmont Housing Alliance's staff.

**IV. Needs Statement: Community Wealth-Building Program**

The *2013 Growing Opportunities (GO)* report to the Charlottesville City Council identifies a lack of good jobs, basic literacy, education and training, workplace skills, transportation, affordable and accessible childcare, criminal background, and housing as barriers to living wage employment. In interviews with residents, other key stakeholders, and subject matter experts conducted by Piedmont Housing Alliance, we found that other specific barriers to full living wage employment include a lack of confidence, communication skills, basic computer skills, and a driver's license. There is also a need among potential African American entrepreneurs (and likely among other minority groups) for close, supportive mentoring and ongoing discussions about economic concepts, what to expect when running a business, etc. In addition, many people experience age and/or race discrimination in the hiring process (especially in the service industry), and jobs for people with criminal records are hard to find.

The GO program particularly notes that close relationships with local employers is essential to success. That program recruits participants primarily through advertisements and word-of-mouth for existing positions. The Charlottesville Works Initiative recruits participants through a network of volunteer peers who approach people they think would be a good fit for existing positions (anecdotally, they find that people referred by a peer are even more likely to be successful than those self-referring).

All of the above-referenced factors have informed Piedmont Housing's proposed Community Wealth-Building program. We also have observed that, by and large,

Friendship Court residents are often reluctant to ask for help, perhaps because of the isolation from the broader city that residents in this neighborhood have long experienced, along with the historical reasons marginalized communities in general have not had access to jobs and other resources.

**V. Program Strategy: Connecting Residents to Jobs and Training**

Because the mean income for households in Friendship Court is \$14,141 per year (resulting in all children living there living well below the Federal poverty level), ensuring residents of Friendship Court have access to the full array of workforce development and living wage job opportunities in Charlottesville is a priority of the redevelopment effort. Residents need jobs, as well as the education, certifications and other support needed to move families from poverty to economic resilience. To this end, Piedmont Housing does not propose recreating workforce development opportunities for residents of Friendship Court. Rather, we seek to fold-in and augment existing career-building opportunities into the whole redevelopment process, and ensure opportunities are made readily available to all residents.

Piedmont Housing Alliance’s community wealth-building program will emphasize a two-pronged approach. Given that residents may need extra assistance in identifying and actually utilizing various job resources, we will take a direct, hands-on approach. We will help them improve their job-searching and -advancing skills and work with them to identify potential opportunities. Our strategy also relies heavily on making connections that are available but under-utilized. For instance, while the Charlottesville area offers numerous employment and job training resources, many have simply gone untapped to maximize benefits to Friendship Courts residents.

**VI. Program Goals, Objectives, and Timeframe for the Two-Year Pilot**

The overarching goal of the Community Wealth-Building program is to assist Friendship Court residents – adults and youth – build income and household economic resilience. Toward this end, Piedmont Housing Alliance will build on the community center-based services offered to residents over the past decade and the resident-led redevelopment process of the last two years to achieve the following goals and objectives.

**Goals**

- Develop a variety of economic community wealth-building opportunities of which Friendship Court residents can take advantage; including but not limited to Family Self-Sufficiency programs authorized by HUD.
- Identify and learn from successful models that have trained and placed residents of low-income housing into construction jobs during the re-building of their communities.

- Develop and implement an ongoing process for connecting Friendship Court residents to jobs, job training and related resources.
- Co-create a community wealth-building program with residents that emphasizes their personal agency and choice and increases the range of options available to this community.

## Objectives

- Apply for HUD’s Family Self-Sufficiency (FSS) program and, upon approval, offer to the Friendship Court community: FSS is an employment and savings incentive program for low-income families facing the dilemma of earning their way out of Section 8 assistance as their incomes increase. The program consists of both *case management services* to help people pursue employment and other goals and *escrow accounts* into which the housing agency deposits the increased rental charges that a family pays as its earnings rise. Families completing the program may withdraw funds from those accounts for any purpose after five years. The FSS program would assist more families to become and remain employed and obtain higher-paying jobs. In addition, the higher rents families pay as their earnings increase would be transformed into savings they could use to purchase or repair cars needed for work, buy homes, overcome financial emergencies, or for other purposes. Until recently, FFS was only available to public housing authorities. During the Community Wealth-Building two-year pilot, Piedmont Housing will apply and, once approved, will start the promotion and enrollment process.
- Connect residents to job training and related resources: During the two-year pilot, we will identify residents’ needs and connect them to employment and related resources, such groups as the City of Charlottesville’s Downtown Job Center (specifically, Growing Opportunities (GO) programs), Piedmont Virginia Community College and Charlottesville Works Initiative, local schools, and other nonprofits. We will also explore other connections, such as with Charlottesville Redevelopment and Housing Authority and PHAR. We will also pursue construction-related job training and apprentices in preparation for the property expansion that will start in 2020.
- Identify and learn from housing developments that connect to or are affiliated with worker-owner cooperatives: Employee-owned and governed businesses are re-emerging nationwide as a remedy for the growing economic inequality. As part of the Friendship Court redevelopment, greenhouses will be built on the roofs of the multi-family units to be run by a worker-owned cooperative of residents. There is no other such innovation of this type in the Charlottesville area.
- Identify opportunities to connect residents with resources for start-ups and other resident-owned small businesses: We know of several residents with small

businesses on the side that, with more nurturing, have the potential to grow. During the two-year pilot, we will connect residents to organizations, such as Community Investment Collaborative (CIC), which provides education, mentoring, micro-lending and networking to under-resourced entrepreneurs. We will also work with the City of Charlottesville Office of Economic Development (OED) and the Division of Procurement and Risk Management's Minority Business Program (MBE), which offers training for start-ups (GO Start-Up) and existing businesses (Advancing Charlottesville Entrepreneurs (ACE) program) selling to the City programming and initiatives.

- Create workforce development opportunities for residents specifically related to the redevelopment process: We will ensure preference for employment, training and contracting opportunities is directed to local low- and very low-income persons, especially those receiving federal housing assistance and businesses owned by or substantially employing such persons, as part of the Friendship Court redevelopment. We have already started working with PHAR to explore these opportunities. This goal is parallel to fulfilling the requirements of HUD's Section 3.

### **Timeframe**

We expect to launch the two-year Community Wealth-Building pilot program in October/November 2018.

## **VII. Partnerships and Community Benefits**

To be successful, Piedmont Housing Alliance will partner with city agencies and other organizations to develop and implement the Community Wealth-Building program. In discussions leading up to submitting this request, we collaborated with City staff to determine that the best location for the Community Wealth-Building program and Economic Opportunity Coordinator position is onsite at Friendship Court, within the purview of Piedmont Housing. In addition, we have connected and talked with all potential partner agencies to make sure our program is not duplicating existing efforts but that we are strengthening them and directly connecting Friendship Court residents to existing resources.

If developed correctly, this public-private partnership will demonstrate a true commitment to advancing families' economic futures and prioritizing minority business development opportunities. Our hope is that the program will illustrate how Charlottesville's various sectors can work together to broaden opportunities for other low- to moderate-income families.

## **VIII. Sustainability**

Piedmont Housing is actively seeking support for all aspects of the redevelopment of

Friendship Court, including the Community Wealth-Building program. We have two requests pending that would provide partial support for the Economic Opportunity Coordinator position: Kresge Foundation and Enterprise Community Partners.

**IX. Measurements of Success for Year One (of the two-year pilot)**

The chart below sets forth how we plan to measure our progress at the end of year one (of the two-year pilot). At that time, we will evaluate our success measures, recalibrate as necessary, and set measurements for year two.

<b>Task</b>	<b>Measure</b>	<b>Year One Target</b>	<b>Year One Actual</b>
	Percentage of community wealth-building program participants that make progress along the income/employment continuum (seeking job or other increased income, employed in job with greater stability, employed in job earning a living wage, employed and building savings)*	50%	
<b>Apply to offer HUD’s Family Self-Sufficiency (FSS) program to Friendship Court community</b>			
	Gain approval on FSS application	yes/no	
	Number of families requesting info on the program	30	
	Number of families entered into the program	15	
	Increase in average income of those residents enrolled in the program**	10%	
<b>Connect residents to job training and related resources.</b>			
	Number of residents requesting info on programs	30	
	Number of residents successfully completing a program	10	
	Number of FC residents connected to programs	20	
	New trainings developed (through partners)	4	
<b>Explore connecting residents with resources for start-ups and other resident-owned small businesses</b>			
	Number of residents requesting info on programs and assistance	10	
	Number of FC residents connected to assistance	5	
	Number of residents successfully starting a business	1	

FC = Friendship Court

\*based on Richmond’s Office of Community Wealth Building model

\*\* Once the Economic Opportunity Coordinator is hired, best practices will be evaluated/analyzed to determine if/how this metric is/can be an appropriate metric for Friendship Court’s specific population



**X. Compliance with the City’s Strategic Plan (FY18-20) – this program is in direct compliance with the following Goals of the City’s Strategic Plan:**

- a. Goal 1: An Inclusive Community of Self-sufficient Residents
  - 1.2 Prepare residents for the workforce
  - 1.4 Enhance financial health of residents
  - 1.5 Intentionally address issues of race and equity
- b. Goal 4: A Strong, Creative and Diversified Economy
  - 4.1 Develop a quality workforce
  - 4.2 Attract and cultivate a variety of businesses
  - 4.3 Grow and retain viable businesses

**XI. Compliance with the Strategic Investment Area (SIA) Plan**

- a. Overview – The purpose of the SIA plan is to initiate a transformational process to engage stakeholders, city staff and members of the greater community in the future of the Strategic Investment Area. The plan is to provide guidance for future redevelopment and investment in the area; improvements to affordable housing including existing public and assisted housing; improved connections throughout the area; and recommended strategies for expanding employment opportunities within the SIA.
- b. Community Wealth-building
  - i. Plan objectives – some of the critical components identified in the SIA Plan as related to this initiative are as follows:
    - 1. Build the foundations for economically viable neighborhoods of opportunity and choice by:
      - a. promoting mixed income residential development without displacement and employment growth
      - b. increasing access to jobs outside of the neighborhood
      - c. increasing the types and availability of jobs within the neighborhood;
      - d. increasing retail at the neighborhood-retail scale;
      - e. increasing the population of the neighborhood in order to support these
    - 2. Encourage “clustering” of social services providers and start-up businesses within the SIA
    - 3. Reinforce the integration of social and job advancement services and facilities. Facilitating physical access to employment centers, employer job networks, platform for business-to-business local contracting and improved access and transportation connections within the neighborhood and to the Downtown Mall are fundamental components. With gradual investment in the SIA, over time, the area will establish itself as an activity center with an amenity base,

reinforcing enterprise both of which will be supported by the background regional market and improved infrastructure.

- ii. Recommendations & Implementations – due to the SIA’s central location and historic mix of uses, the area offers a special opportunity to be a focus for job growth. This combination of positive investment opportunities and social economic need should guide the public and private sectors in making priority commitments to support job growth specific to the SIA location and population:
  1. Augment economic opportunity programs for low-income residents

## **XII. Coordination with Office of Economic Development**

- a. Workforce Development Programs: The City of Charlottesville Office of Economic Development offers numerous workforce development programs/initiatives through the Downtown Job Center. This includes employment services such as helping with job searches, assisting with online applications, resume writing and critique, mock interviewing, etc. Additionally, the Downtown Job Center offers the City’s GO programs, which provide pre-employment training to City residents. The flagship GO program, GO Driver is a six-week training program that prepares City residents for a career as a bus driver. The program, entirely free for eligible participants, equips residents with a Class B Commercial Driver’s License (CDL) Learners Permit, Passenger Safety & Service Certification, a Virginia Career Readiness Certificate, a CPR/First Certification, and customer service and work-place essential skills. Several residents of Friendship Court have completed this program and are now employed with Charlottesville Area Transit, Pupil Transportation, and Jaunt. Other GO programs such as GO Skilled Trades Academy, GO Electric, and GO Utilities, which focus on the skilled trades, could be potential programs on which to partner before and/or during the redevelopment of Friendship Court.
- b. Minority Business Development Opportunities: The Office of Economic Development offers numerous business development programs/initiatives, including those for start-ups/entrepreneurs and existing businesses. The OED is also working with the Division of Procurement and Risk Management to establish a formal Minority Business Program (MBP) that will include additional resources. An overview of current and planned offerings is provided below.
  1. Current Environment
    - i. One-on-one business consultations for start-ups and existing businesses (e.g., assistance with federal, state and local business licensing; help completing SWaM applications, eVA registrations, and local vendor registrations; information about other City services such as taxes, trash pick-up, zoning, permitting, etc.)
    - ii. Referrals to partner agencies/organizations (e.g., Central Virginia Small Business Development Center, Charlottesville Regional Chamber of Commerce/Business Diversity Council/Business Women’s Roundtable, Community Investment Collaborative (CIC), etc.)

- iii. Programs and events (current focus on existing businesses due to a shortage of staff)
  - 1. Advancing Charlottesville Entrepreneurs (ACE) Program
  - 2. GO Hire (wage subsidy and incumbent worker training)
  - 3. Selling to the City annual event (e.g., Women & Minority Business Expo)
  - 4. Business Visitation Program
- 2. Planned Environment
  - i. Enhancement of current services
  - ii. More follow-up with woman- and minority-owned start-ups and existing businesses to allow for better data gathering/tracking
  - iii. Opportunity to work with the Division of Procurement & Risk Management more closely to identify potential woman- and minority-businesses that could potentially contract with the City
  - iv. New programs (focus on two audiences: 1.) individuals/start-ups and 2.) existing SWaM businesses that need help to get into the contracting/procurement arena)
    - 1. GO Start-Up (grassroots program for woman and minority residents interested in starting a business; curriculum will focus on business etiquette/soft skills, idea creation, and business basics)
    - 2. GO Contractors Academy (mid-level program for established SWaM businesses that want to do business with the City; curriculum will include information about insurance/bonding, financing, marketing to the government, networking, responding to RFQs/RFPs, being a responsive and responsible bidder, etc.)
  - v. New events
    - 1. Workshops on entrepreneurship and other business development topics (e.g., financing, marketing, etc.)
    - 2. Regular business networking get-togethers (probably two to three times per year) that are focused on selling to the government/procurement (opportunity for businesses to meet other businesses and potential buyers)
    - 3. Annual woman and minority business week (to include a large networking event, business development workshops, business expo, and possible awards dinner)
- c. Community Partnerships: The OED and Downtown Job Center have numerous community partnerships in both the economic development and workforce development realms. Staff will work together to identify partners/collaborators who can help the residents of Friendship Court achieve their employment and business goals. This could include making referrals to partners, offering direct services to residents, developing programming in partnership with PHA depending upon identified needs, etc.

**XIII. Proposed Program Expenses for Two Years**

<b>Program Task</b>	<b>Amount</b>
Economic Opportunity Coordinator – Salary and benefits	\$112,500
Office needs (phone/computer, occupancy), community events and marketing, training/staff development, and consultant to assist with applying for HUD Family Self-Sufficiency program	\$37,500

**XIV. Proposed Revenue Sources for Two Years**

Piedmont Housing Alliance has pending funding requests with Enterprise Community Partners and Kresge Foundation to partially support the hiring of an Economic Opportunity Coordinator (including salary, office needs, community events and marketing, training-staff development, and consultant to assist with applying for HUD Family Self-Sufficient program). In addition, we have received a grant from Building Good Foundation to build a “Tiny Office Space” on the Friendship Court site. This space will serve as the on-site location for the Community Wealth-Building program as well as a central site for residents to obtain information and updates.

<b>Source</b>	<b>Amount</b>
Piedmont Housing Alliance (grants and other contributions)	\$75,000
Building Goodness Foundation	in-kind
City of Charlottesville	\$75,000

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CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA



Agenda Date:	October 15, 2018
Action Required:	Appropriation
Presenter:	Rebecca Schmidt, M.P.A., Population Health Manager, Thomas Jefferson Health District
Staff Contacts:	Denise Bonds, M.D., M.P.H., Director, Thomas Jefferson Health District Kaki Dimock, Acting Assistant City Manager
Title:	<b>Food Equity Initiative Funding Support - \$65,000</b>

**Background:**

On April 17, 2017, Dr. Denise Bonds, Director of the Thomas Jefferson Health District (T.J.H.D.) provided an overview of the work produced by the “Mobilizing for Action through Planning and Partnerships” (M.A.P.P.) committee for Planning District 10 of the T.J.H.D., (known as the M.A.P.P.2 Health Report.) Dr. Bonds also presented data that demonstrated the need to expand access to healthy, nutritious, affordable food into Charlottesville’s low wealth neighborhoods through programs like the “Healthy Corner Store Initiative” in Richmond, VA. Among the key findings highlighted in Dr. Bonds’ presentation and underscored by Councilor Galvin (who was City Council’s representative on the M.A.P.P. committee) were:

- The lowest expenditures of fruits and vegetables are in our lowest income census tracts (Q.C.T.s)<sup>1</sup> such as within the heart of the *Strategic Investment Area (SIA)*; Soda expenditures are highest in our lowest income census tracts (Q.C.T.s); and
- There is a higher rate of obesity among African-American 5<sup>th</sup> graders than their white classmates.

City Council directed the health department and City staff to “*research how the Healthy Corner Store Initiative could work in Charlottesville for the benefit of the City’s Q.C.T. residents. Work with the Redevelopment Manager to identify feasible sites and partners in the S.I.A. Report back to City Council with a recommended resolution for adoption and strategy for implementation.*”

**Discussion:**

The Thomas Jefferson Health District (T.J.H.D.) worked with City staff to research the healthy corner stores model. Through that research, the health department discovered a newly developed program for healthy retail, *Shop Smart, Eat Smart*, funded and staffed by the Virginia Cooperative Extension. T.J.H.D. is actively exploring a partnership to support the implementation of the program, targeted to S.N.A.P. vendors, which includes (1) building demand for healthy foods already available in partner stores, and (2) supporting supply changes to increase stocking of healthy foods.

The most successful city initiatives (Toronto, Baltimore, Minneapolis, etc.) invest in multiple strategies to improve equity in the whole food system. The health department recommends that the City incorporate

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<sup>1</sup> QCT means the census tract has either a 25% or greater poverty rate or 50% or more of its households have income less than 60% of the area median gross income.

healthy retail into a broader, coordinated initiative to reduce disparities in food access at multiple points. This initiative will expand linkages among existing programs and will include community engagement, diversified funding and policy change. We also recommend that the City approach this work, as Councilor Galvin highlighted, with a focus on equity and dedicate City staff time and resources to support it.

The following points are critical to successful adoption and implementation of a systems approach to food equity in Charlottesville and reflect recommendations from the American Planning Association, feedback from local food justice advocates and national research.

- **Government Support & Integration:** The initiative must engage City staff from multiple departments to ensure coordination of food system policy and planning. Critically, the 2018 Comprehensive Plan should include specific references to food system equity, aligning the City with best practices nationwide.
- **Commitment to Equity:** Understanding the historical context in which food insecurity developed in Charlottesville is critical to making systems change that builds on individual healthy food choices.
- **Grassroots Community Engagement:** The initiative should engage community members through new and existing structures with opportunities for comment and input, especially from individuals who have experienced/are experiencing food insecurity.
- **Multi-sector Engagement:** While community-based non-profit organizations are critical partners, there are opportunities for this initiative to engage multiple sectors including developers, retail, restaurants and others. The Toronto Food System and Baltimore Food Policy Initiative graphics (Attachment 3) demonstrate the importance and the impact of this food system approach.
- **Partner with Existing Networks/Coalitions:** The initiative would need to include members of the Charlottesville Food Justice Network, M.A.P.P. 2Health Charlottesville-Albemarle Council and the Move2Health Coalition to ensure alignment with existing work.
- **Diversified Funding:** Because of the many agencies working in food access and food justice in Charlottesville, it is important that the City's commitment align with rather than shift funding from existing work. One of the core activities for the initiative's team would be pursuing additional funding.
- **Data:** Implementing a food system assessment is a key activity for this initiative.
- **Education:** It will be important to continue to educate community members, community agencies and other partners on food access including terminology, evidence-based practices, and critically, current work and progress made.

TJHD requests support for a Food Equity Initiative for the City of Charlottesville and \$65,000 in funding to support coordination of the initiative. The (T.J.H.D.) returned \$49,784 in end of year FY 2017 funds and is requesting that the City re-allocate these funds to complete the activities and meet the outcomes outlined in Attachment 2. The remaining \$15,216 would need to be allocated from FY 2019 operational budget.

The Food Equity Initiative Coordinator(s) will be housed at Charlottesville Food Justice Network, a program of City Schoolyard Garden, which will serve as fiscal agency for the initiative. Oversight will be shared by city staff, City Schoolyard Garden, and T.J.H.D. staff.

Year One goals for the initiative are:

- Compile & disseminate research including an analysis of the local food system
- Establish mechanisms for community voice and lived experience
- Plan for sustainability
- Provide expertise and recommendations to decision-makers on improving local practice and policy
- Identify & apply for opportunities to highlight the City's food equity work

The Food Equity Initiative believes strongly in a collaborative approach, using evidence-based practices, ensuring that the community drives the process, and supporting local food equity leaders.

This initiative is strongly aligned with recently completed community health assessments, the 2016 Community Health Improvement Plan, the vision of Move2Health, and the Charlottesville Food Justice Network's nine recommendations for policy and practice identified in C.F.J.N.'s white paper, entitled *Building a Healthy and Just Local Food System*.

### **Alignment with Council Vision Areas and Strategic Plan:**

This proposal aligns with City Strategic Plan Goal 2: Healthy & safe city

### **Community Engagement:**

Collectively, 105 community partners, 10 community coalitions and more than 2,885 residents came together to assess the community's health through the M.A.P.P.2Health process. The input of these stakeholders and community members led to the development of the Community Health Improvement Plan, including the four priority areas and locality-specific strategies. The implementation of a Healthy Corner Stores model for Charlottesville was one of the strategies selected by the Charlottesville-Albemarle Community Health Assessment Council under the *Healthy Eating and Active Living* priority area.

Additionally, through the Charlottesville Food Justice Network, more than 20 organizations have been collaborating to engage 1,325 community members in over a dozen forums to generate a vision for healthy and just food system (see Attachment 4). The C.F.J.N. framework is a localized adaptation of U.S.D.A. Whole Measures for Community Food Systems tool, which takes a participatory, values based approach to food system analysis and development.

### **Budgetary Impact:**

The TJHD requests \$65,000 to support the launch of the Food Equity Initiative.

The support for the Food Equity Initiative would come from previously appropriated FY 2019 General Fund dollars. \$50,000 would be transferred from the Citywide Reserve account in the General Fund of which \$49,784 were returned to the City from the Thomas Jefferson Health District (T.J.H.D.) in end of year FY2017 funds.

The remaining \$15,000 to support the program would be transferred from previously appropriated FY 2019 funding in the Council Priority Initiatives account.

### **Recommendation:**

Staff recommend approval of the Food Equity Initiative plan and allocation of \$65,000 in funding to support its implementation.

### **Alternatives:**

- Council could fund the initiative using the Council's equity set aside
- Council could fund the initiative for a different amount or time period
- Council could choose not to fund this initiative



## Attachments:

### 1. Data

In Charlottesville, 16.9% or 1 in 6 residents face food insecurity, meaning that they do not have consistent access to enough food for an active, healthy life (Feeding America, 2017 (2015 data)). This is in comparison to Virginia's average of 11.2%. In half of Charlottesville's public elementary schools, more than 85% of students are eligible to receive free and reduced-price meals (Virginia Department of Education, 2016-2017). Children are especially vulnerable to the effects of unhealthy eating, and have a decreased or no ability to make their own food choices (P.S.R.C., 2012).

Food insecurity, race and income are closely linked. Nationally, 38.3 percent of households with annual incomes below the official poverty line are food insecure, compared with 5.6 percent of those with incomes at or above 185 percent of the poverty line (Alisha Coleman-Jensen, 2017). In addition, food insecurity is nearly double for African American families compared to the national average (Alisha Coleman-Jensen, 2017). In Charlottesville, 25.9% of individuals live below the poverty level and 17% of families make less than \$25,000 per year (U.S. Census Bureau, 2012-2016). In addition, in six (6) of Charlottesville's twelve (12) census tracts, more than 50% of families earn less than necessary to pay for the bare essentials to support a family (with a range of 18%-64%)<sup>2</sup>.

Disparities in health outcomes due to diet-related diseases are another measure of inequity in a food system. Both the overconsumption of calories, added sugars, and saturated fats and the under consumption of whole grains, fruits and vegetables, have significant impacts on health conditions. In adults, food insecurity is associated with poorer mental health, diabetes and hypertension (Ziliak, 2015). In children, food insecurity is associated with anemia, cognitive problems, anxiety, and higher risk of being hospitalized and poorer general health (Ziliak, 2015). Currently, there is little community-level data available for Charlottesville. Data that is available shows a marked disparity in childhood obesity: 30% of white 5<sup>th</sup> graders versus 43% of African American 5<sup>th</sup> graders are classified as overweight or obese (Charlottesville City School System, 2014).

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<sup>2</sup> Using ACS 2012-2016 5 year estimates of family income and United Way ALICE report Household Survival Budget for Charlottesville of \$55,656 for a family of two adults and two children.

# The Charlottesville Food Equity Initiative

Existing Food System	Emerging Food System
Prioritizes mass production	Prioritizes health
Food is not seen as the business of cities	Food is seen as a strategic vehicle for meeting city goals
Founded on access to cheap fossil fuels	Environmental protection is a cornerstone of food production, processing and distribution
Market forces determine location of food stores	Neighborhoods are planned with food access in mind
Food pricing unconnected to nutritional benefit	Food pricing favors healthy choices
Food issues carved up into separate government departments and jurisdictions	Food solutions come from collaborative partnerships within and among governments and civil society

Table 1: City of Toronto Food Strategy, 2010

## Description

The Charlottesville Food Equity Initiative will bring together public, private, and non-profit partners working in unique and complementary ways to build a healthy and just community food system for all Charlottesville residents. The Initiative will cultivate community driven processes, resident leadership and business engagement to improve access to and quality of nutritious and affordable foods and addressing barriers to food equity.

## Goals

1. Increase food access and equity for Charlottesville community members facing food insecurity
2. Increase collaboration and impact of diverse stakeholders engaged in building community food equity
3. Increase strategies to address community health disparities across race and economics
4. Increase knowledge of food equity practices by food system organizations and the Charlottesville community at large
5. Increase community participation in food equity planning and implementation, especially for community members experiencing food insecurity
6. Provide opportunities for leadership and job training among young adults in food equity issues

## Activities and Outcomes: July 2018 – September 2019

- A. **Compile and disseminate research** including an analysis of food system assessments that identifies gaps and opportunities for investment, current food access efforts, and communication strategies to engage stakeholders including community members, business owners and elected officials.

**Outcome 1:** By Aug. 2019, build on existing research to compile an analysis of the gaps and opportunities for investment, current food access efforts, and communication strategies to engage stakeholders including community members, business owners and elected officials.

**Outcome 2:** Launch an interactive Food Equity website and social media campaign to disseminate information and engage community members on action and policy efforts.

- B. **Establish mechanisms for community voice** including both formal and informal meetings with oversight by community stakeholders and community members on programs and broader food access issues.

**Outcome 1:** By Aug. 2019, host a series of community events engaging over 1,200 community members and stakeholders in food justice.

**Outcome 2:** Provide opportunities for over 500 community members and stakeholders in to engage in visioning and definition of Charlottesville food justice priorities.

- C. **Plan for sustainability** by pursuing additional funding for long-term investment at the city, agency and community member levels.

**Outcome 1:** By December 2018, secure a funding match of at least \$50,000 to support this initiative.

**Outcome 2:** By June 2019, present a diversified multi-year funding plan to City Council.

- D. **Contribute subject matter expertise** to discussions on transportation, zoning, and other planning and policy development to ensure that the City, the University of Virginia, community organizations and citizens are aware of the impact of policy on food equity.

**Outcome 1:** By October 2018, the Initiative will submit food equity edits for at least three chapters of the City's Comprehensive Plan.

**Outcome 2:** By Aug. 2019, the Initiative, with input from food insecure communities, will publish and present a food policy agenda to City Council.

- E. **Identify and apply for opportunities to highlight the City's food equity work** statewide and nationally.

**Outcome:** By Aug. 2019, develop a plan for learning exchanges, such as presentations at national conferences that will extend Charlottesville's food equity reach to statewide, regional and national partners.

## Additional Opportunities

- Allow exceptions for developments that install urban agriculture instead of parking spaces
- Allow increased height restrictions for rooftop gardens
- Limit advertising/coverage of windows with tobacco, alcohol or junk food advertisements
- Prioritize the maintenance of existing sidewalks and roads that link to grocery stores, food pantries and other food sources
- Utilize a percentage of the meal tax specifically for supporting healthier meals in school

**RESOLUTION**

**Food Equity Initiative Funding Support  
\$65,000**

**WHEREAS**, the City of Charlottesville desires to support the coordination of a Food Equity Initiative for the City of Charlottesville in the amount of \$65,000; and

**WHEREAS**, the Thomas Jefferson Health District returned \$49,784 in end of year FY2017 funds to the City of Charlottesville Citywide Reserve,

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that the funding support for the Food Equity Initiative is hereby transferred in the following manner:

**Transfer From:**

\$50,000      *Fund: 105*                      *Cost Center: 1631001000*                      *G/L Account: 599999*

\$15,000      *Fund: 105*                      *Cost Center: 1011001000*                      *G/L Account: 599999*

**Transfer To:**

\$65,000      *Fund: 105*                      *Cost Center: 9733001000*                      *G/L Account: 599999*

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CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA



Agenda Date:	October 1, 2018
Action Requested:	Consideration of a Rezoning Application
Presenter:	Matt Alfele, City Planner
Staff Contacts:	Matt Alfele, City Planner
<b>Title:</b>	<b>1206 Carlton Avenue</b>

**Background:**

Justin Shimp (Shimp Engineering) on behalf of Chris Hulett (owners of 1206 Carlton Ave) has submitted a rezoning petition for 1206 Carlton Avenue (Subject Property). The rezoning petition proposes a change in zoning from the existing R-2 Two-family Residential to R-3 Multi-family with proffered development conditions. The proffered development conditions include:

- (i) affordable housing: one unit will be designated affordable and will rent at a rate set by HUD home rents, making the unit affordable to those with income of up to 80% AMI for a period of not more than 10 years,
- (ii) building height: no building on the site shall exceed 35' in height from grade

The rezoning application is being requested (in conjunction with SUP application SP17-00008) to accommodate a proposed six (6) unit apartment building on the subject property with seven (7) parking spaces that would not be permitted under the current zoning. The subject property is currently vacant with road frontage on Carlton Avenue and alley access from the rear of the property to Bainbridge Street.

In addition to the rezoning application, Justin Shimp, on behalf of the owner, (Hulett Management Services) submitted a Special Use Permit application (SUP) for a residential density of twenty-four (24) DUA (Dwelling Units per Acres). **An increase in density through a SUP is not permitted unless the Subject Property is granted a rezoning to R-3 through ZM-17-00004. If Council approves the rezoning on 1<sup>st</sup> reading, the SUP resolution will be considered at the next meeting to coincide with the 2<sup>nd</sup> reading on the rezoning ordinance.** In addition to increased density, the applicant is requesting adjustments to side yard regulations per Z.O. Sec. 34-162 from the required eleven (11) feet six (6) inches to eight (8) feet to accommodate the location of the proposed building.

## **Discussion:**

The Planning Commission discussed this matter at their March 13, 2018 and July 10, 2018 meeting.

The discussion of the subject property centered both on the rezoning application and the SUP application. The appropriateness of a six (6) unit apartment on such a small lot and the adverse impact it could have on the surrounding neighborhood was the main focus of the discussion. An apartment with six (6) two-bedroom units and only seven (7) parking spaces seemed inadequate to the Planning Commission. They expressed concerns that overflow parking would impact Carlton Avenue and Chestnut Street. The lack of a sidewalk on the north side of Carlton Avenue, the lack of a crosswalk, illegal parking, and speeding were also concerns. The Commission discussed how the lack of pedestrian features and speeding at this location could impact the safety to children walking to school. The massing of the building was also a concern. Most of the buildings in the area are one (1) and two (2) stories in height. The proposed apartment would be three (3) stories with a max height of (35) feet. It should be noted this is the same max height (35 feet) for the current R-2 zoning. The Commission was concerned the building would not transition well to the southern and western adjacent properties. Improvement of the alley was also a concern that was discussed. One unit renting at up to 80% AMI was also a concern to the Planning Commission as it would not have much impact on affordability. It was also noted that this type of development (small apartment) is a needed housing type, but this location might not be appropriate.

## **Alignment with City Council's Vision and Strategic Plan:**

If City Council approves the rezoning request, the project could contribute to *Goal 3: A Beautiful and Sustainable Natural and Built Environment, 3.1 Engage in robust and context sensitive urban planning and implementation*, and the City Council Vision of *Quality Housing Opportunities for All*.

## **Community Engagement:**

The Planning Commission held a joint Public Hearing with City Council on this matter at their meeting on March 13, 2018 and the Planning Commission held a hearing on July 10, 2018.

During the March 13<sup>th</sup> Public Hearing, two members of the public spoke. One spoke in support of the project and believed it was in line with the “social fabric” of the neighborhood. The other speaker read a list of concerns from the Belmont-Carlton Neighborhood Association. The speaker indicated the concerns were not related to this specific project, but the concentration of development overall in Belmont and the need for the City to address infrastructure.

During the July 10<sup>th</sup> Public Hearing, two members of the public spoke against the project. They believed overflow parking would be a problem and impact people living on Chestnut Street. They believed the lot should stay zoned R-2.

On November 13, 2017 the applicant held a community meeting at Clark Elementary. The applicant gave an overview of the project as it related to the need for a rezoning and a SUP. The community voiced the following concerns with the proposed development:

- One (1) parking space per unit would be inadequate. Traffic and a shortage of parking in the neighborhood is an ongoing problem and this development could contribute to that.
- The existing alley is not adequate for ingress/egress.
- The building should be pushed north to allow additional sunlight into the apartments.

Staff received a number of emails regarding this project and they have been forwarded to Planning Commission and City Council. The main concern noted is related to inadequate parking for this project.

**Budgetary Impact:**

This has no impact on the General Fund.

**Recommendations:**

The Planning Commission took the following action:

Mr. Mitchell moved to recommend denial of this application to rezone the subject property from R-2 to R-3, on the basis that the proposal would not serve the interests of the general public and good zoning practice.

Ms. Dowell seconded the motion. The motion passed 4 – 3.

**Alternatives:**

City Council has several alternatives following a public hearing:

- (1) by motion, deny the requested Rezoning as recommended by the Planning Commission;
- (2) by motion, take action to approve the attached ordinance granting the Rezoning;
- (3) by motion, request changes to the attached ordinance, and then approve the Rezoning; or
- (4) by motion, defer action on the Rezoning.

**Attachments:**

A. Ordinance

B. Link to the Staff Report and background information from the March 13, 2018 Planning Commission meeting:

<http://www.charlottesville.org/home/showdocument?id=62309>

(Staff Report starts on page 12)



**AN ORDINANCE  
APPROVING A REQUEST TO REZONE PROPERTY LOCATED AT  
1206 CARLTON AVENUE FROM R-2 (RESIDENTIAL TWO FAMILY)  
TO R-3 (RESIDENTIAL MULTI-FAMILY), SUBJECT TO  
PROFFERED DEVELOPMENT CONDITIONS**

**WHEREAS**, Shimp Engineering is the Owner’s Agent/Engineer for Landowners Chris Hulett/Hulett Management Services (collectively, “Applicant”) with respect to certain property located at 1206 Carlton Avenue, designated on City Tax Map 57 as Parcel 127, and the Applicant seeks a rezoning of such property from R-2 (Residential Two-Family) to R-3 (Residential Multi-Family) (hereinafter referred to as the “Proposed Rezoning”); and

**WHEREAS**, a joint public hearing on the Proposed Rezoning was held before the Planning Commission and City Council on March 13, 2018, following notice to the public and to adjacent property owners as required by law; and

**WHEREAS**, an additional public hearing before the Planning Commission was held on July 10, 2018, following notice to the public and to adjacent property owners as required by law; and

**WHEREAS**, on July 10, 2018, following the public hearing, the Planning Commission voted to recommend that City Council should deny the Proposed Rezoning; and

**WHEREAS**, on October 1, 2018, following notice to the public and to adjacent property owners as required by law, this City Council considered the matters addressed within the Application and Staff Report, comments received from the public, including those received at the public hearings on March 13, 2018, July 10, 2018, and October 1, 2018 in this matter, as well as the Planning Commission’s recommendation; and

**WHEREAS**, this Council finds and determines that the public necessity, convenience, general welfare and good zoning practice requires the Proposed Rezoning; that both the existing zoning classification (R-2 Residential Two-Family) and the proposed zoning classification R-3 (Residential Multi-Family), subject to proffered development conditions, are reasonable; and that the Proposed Rezoning is consistent with the Comprehensive Plan; now, therefore,

**BE IT ORDAINED** by the Council of the City of Charlottesville, Virginia that the Zoning District Map Incorporated in Section 34-1 of the Zoning Ordinance of the Code of the City of Charlottesville, 1990, as amended, be and hereby is amended and reenacted as follows:

*Section 34-1. Zoning District Map.* Rezoning from R-2 Residential Two-Family to R-3 Residential Multi-Family, the property located at 1206 Carlton Avenue, designated on City Tax Map 57 as Parcel 127, consisting of approximately 0.26 acre, subject to the following Proffers, which were tendered by the Applicant in accordance with law and are hereby accepted by this City Council.

### Approved Proffers

1. Affordable housing: one unit will be designated affordable and will rent at a rate set by HUD home rents, making the unit affordable to those with income of up to 80% AMI for a period of not more than 10 years; and
2. Building height: no building on the site shall exceed 35' in height from grade.

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



<b>Agenda Date:</b>	October 15, 2018
<b>Action Required:</b>	None – Report Only with Council Feedback
<b>Staff Contact:</b>	Leslie Beauregard, Assistant City Manager
<b>Presenter:</b>	Leslie Beauregard, Assistant City Manager
<b>Title:</b>	Participatory Budgeting Pilot Recommended Process

**Background:**

As part of the F.Y. 2019 City Council Adopted Budget, Council approved \$100,000 to fund a participatory budgeting pilot program. As part of developing this pilot, City staff is recommending working with Floricane, a vendor that the City has under contract for facilitation services, and specifically, Ebony Walden who has also facilitated other community engagement oriented initiatives for the City.

**Discussion:**

As the City of Charlottesville dips its toe into the citizen-centered process of Participatory Budgeting, it has an opportunity to draw on the ideas and experiences of multiple stakeholders and experts in this exciting form of democratic engagement. The City Council’s investment in a pilot program allows the City Manager’s Office to create a uniquely Charlottesville approach that draws on both local expertise and the time-tested experiences of the New York-based Participatory Budgeting Project.

Among the goals of a pilot Participatory Budget approach in Charlottesville is the design of a process and solution that is scalable and sustainable, and that invites genuine engagement and participation from citizens, community organizations and city employees.

A clear process roadmap that lays the foundation for a successful Participatory Budget pilot is critical. To create the process, the City should begin where it wants to end the journey – with intentional community engagement and involvement. Deciding on an area of focus for the pilot, designing an effective Participatory Budgeting Pilot process, and engaging a diverse group of residents, community organizations and city employees will ensure the pilot program is successful.

Floricane’s approach in support of the development of a Participatory Budgeting pilot is designed to facilitate a small, diverse group of stakeholders through the creation of a detailed plan that would allow the city to launch the pilot process early in 2019. Specifically, the Floricane team would:

1. Work with City leadership to identify 4-6 members of a preliminary Participatory Budgeting Design Group to scope out the overall engagement and design process for a pilot program. We would recommend the initial Design Group be comprised of 2-3 City staff and three community representatives or partners.
2. Hold a ½-day (4 hour) planning session with the initial Design Group to scope out the process, and to identify and invite additional, and appropriate, community and city representatives to be part of the design group.
3. Facilitate up to 3 ½-day (4 hour) working sessions with Design Group to establish clear outcomes and parameters for the Participatory Budgeting pilot, and create a clear, actionable and community centered process to launch the pilot. This final plan will include:
  - Desired outcomes for the Participatory Budgeting pilot
  - A process to communicate to and engage the public in the pilot
  - A process to collect, identify and select a project to fund as part of the pilot
  - Specific steps to implement the selected pilot program
  - Identification of methodology to evaluate the success of the selected pilot program

Floridane anticipates the process would begin in mind to late October, and that a final plan for the Participatory Budgeting pilot would be completed by late December of 2018 or early January 2019. Going forward from there, City staff can review and decide if further outside help is needed to actually implement the pilot program. Or if we have the internal capacity to follow the prescribed process to then allocate the \$100,000 with the community.

**Community Engagement:**

There will be extensive community engagement as part of the overall participatory budgeting process – starting with the development of such a process to the actual implementation.

**Alignment with City Council’s Vision and Strategic Plan:**

This pilot program aligns well Strategic Plan Objective 5.4, which is *Foster effective community engagement*. In addition, whatever project or project the final funding is allocated to would also have alignment with the Strategic Plan in areas yet to be determined.

**Recommendation:**

Staff is seeking any feedback from Council on how to proceed with this process.

**Budgetary Impact:**

Funds have already been approved in the amount of \$100,000 for the pilot program. Additional funds needed for facilitation and other expenses will come from other sources. The Floridane proposal is estimated to cost \$5,600, which includes 28 hours of meeting, facilitation, design and writing time, and complies with the City’s contract in place with Floridane. Staff will use other funding to pay for this proposal other than the \$100,000.

**Alternatives:**

See recommendation.

**Attachments:**

N/A

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# **Charlottesville Department of Social Services Advisory Board**

## **ANNUAL REPORT TO CITY COUNCIL October 2018**

The Social Services Advisory Board is pleased to present its 2018 Annual Report to City Council. We appreciate the Council's support for the Charlottesville Department of Social Services' mission.

### **City of Charlottesville's Vision**

To be one community filled with opportunity

### **City of Charlottesville's Mission**

We provide services that promote equity and an excellent quality of life in our community

### **City's Strategic Plan Goals that Align with Social Services**

- Goal 1. An inclusive community of self-sufficient residents
- Goal 2. A healthy and safe city
- Goal 5. A well-managed and responsive organization



The Department of Social Services administers Benefits Programs and Family Services for the citizens of Charlottesville.

Federal and state mandated **Benefits Programs** help low income families and individuals meet basic needs for food, shelter, and medical care.

Major programs include but are not limited to:

- Supplemental Nutrition Assistance Program (SNAP)
- Medicaid
- Family Access to Medical Insurance Security (FAMIS)
- Temporary Assistance for Needy Families (TANF)
- Virginia Initiative for Employment not Welfare (VIEW)
- Child Care Assistance

**Family Services Programs** provide case management services through federal and state mandated programs.

Major programs include but are not limited to:

- Child Protective Services (CPS)
- Foster Care Prevention
- Foster Care
- Adoption
- Fostering Futures
- Adult Protective Services (APS)
- Adult Companion Services

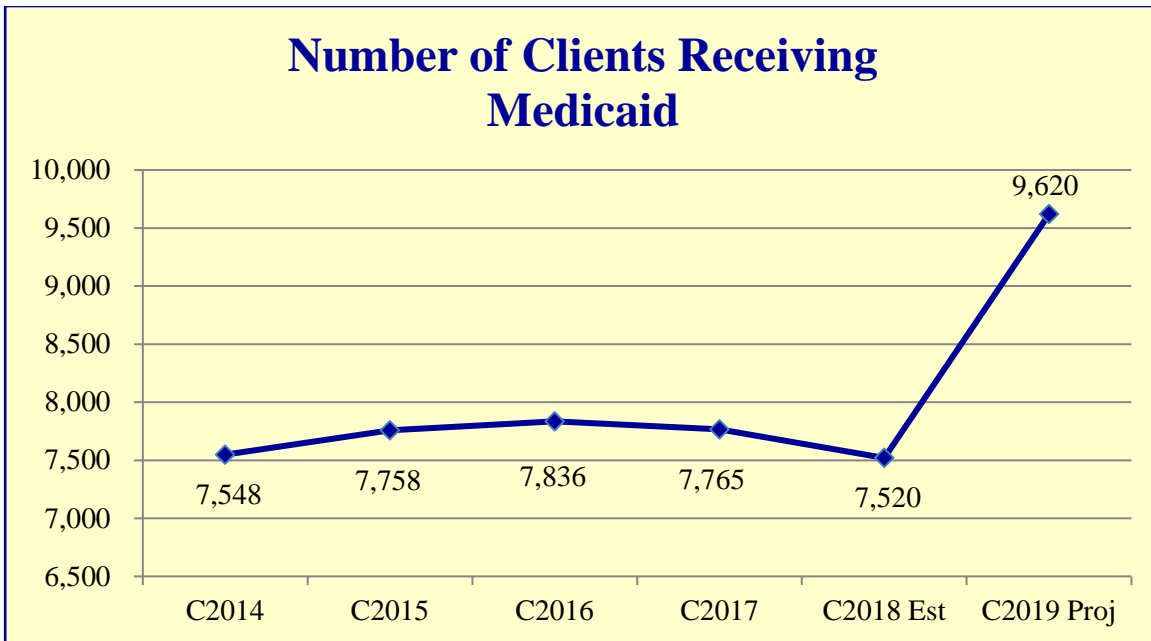
**In this year's report the Advisory Board chose to focus on Medicaid Expansion and Trauma Informed Care Initiatives.**

## **Good News! - Medicaid Expansion**

Under the federal Affordable Care Act signed into law in March 2010, states had the option to expand Medicaid to more low-income people. The state budget signed into law by Governor Ralph Northam on June 7, 2018 made the Commonwealth of Virginia the 33<sup>rd</sup> state along with the District of Columbia to approve Medicaid expansion.

Expanded Medicaid coverage will include comprehensive benefits like private insurance plans, including essential health benefits such as medical visits and hospitalizations, current Medicaid-covered mental health treatment, and addiction recovery, treatment services, and medications.








An estimated 2,100 adults in the City of Charlottesville will be newly eligible for Medicaid benefits beginning January 1, 2019.

### Eligibility requirements include:














- Being a Virginia resident, ages 19 to 64
- Not already in or eligible for Medicare
- A household income of less than 138% of the federal poverty level (FPL) which varies by household size

### Who Qualifies for Virginia Medicaid?

	Childless Adult	Parent (family of 3)	Person with Disability
			
<b>Currently:</b>	Not Eligible	Eligible with annual income at or below \$6,900	Eligible with annual income at or below \$9,700
<b>Beginning 2019:</b>	Eligible with annual income at or below \$16,754	Eligible with annual income at or below \$28,677	Eligible with annual income at or below \$16,754

# Income Eligibility Guidelines

Adults may be eligible if they make less than:

FAMILY SIZE	MONTHLY	YEARLY
 	\$1,397	\$16,754
 	\$1,894	\$22,715
 	\$2,391	\$28,677
 	\$2,887	\$34,638
 	\$3,384	\$40,600
 	\$3,881	\$46,562
 	\$4,378	\$52,523
 	\$4,875	\$58,485
Each additional person add 	\$497	\$5,962

## How it will work:

**Automatic Enrollment** - People currently enrolled in the Governor’s Access Plan (GAP – coverage for individuals with serious mental illnesses) or PLAN First (family planning coverage) will be automatically enrolled in Medicaid benefits under expansion. They will be notified that they have full Medicaid coverage for all health needs beginning January 1, 2019, and Medicaid cards will be mailed to them.

**Expedited Application** – A “fast track” has been developed for current recipients of SNAP benefits and parents of eligible children. A letter and short questionnaire will be mailed to them by the Virginia Department of Medical Assistance (DMAS). A client may respond to the questions by calling the Central Processing Unit (CPU), using the online application portal CommonHelp, returning the completed questionnaire by mail, or delivering it in person at Charlottesville’s Department of Social Services.

**Others** – Beginning November 1, 2018, the Federal Marketplace (FFM) will process and enroll qualified applicants in Virginia Medicaid with coverage beginning January 1, 2019 if they meet the new expanded Medicaid eligibility requirements.

Additionally, Charlottesville Social Services continues to process all benefit applications received in person, by mail, and retrieved from the online portal, CommonHelp.

## **Challenges:**

**Work Requirements** – The Virginia Medicaid expansion plan submitted to the federal government included a work requirement for adults to qualify for Medicaid. Although to date the federal government has not made a ruling on Virginia’s work requirement, the federal government rejected a similar work requirement submitted by Kentucky.

The federal decision on Virginia’s work requirement will not be decided by January 1, 2019. Therefore, a work requirement will not be part of the screening process to qualify for Medicaid when expansion begins on January 1, 2019.

However, if the federal government approves Virginia’s plan as submitted, fewer people may qualify for expanded Medicaid in the future. Additionally, the amount of work required of Social Services staff to verify work and possibly assist applicants with finding jobs would increase the number of additional Social Services employees needed to administer Medicaid expansion.

**Increase in Workloads** - Charlottesville received additional funding from the State to support two additional benefit programs specialists and retain a part-time retiree. The Department is reviewing current staffing levels, caseloads, and the distribution of work. Additional funding may be needed depending upon the actual number of new Medicaid cases and if the federal government approves the work requirement in Virginia’s Medicaid expansion plan.

**Getting the Word Out** - Social Services along with community partners including but not limited to the University of Virginia Medical Center, Region Ten Community Service Board, United Way, the Free Clinic, and Jefferson Area CHIP (Children’s Health Improvement Program) are getting the word out about Medicaid Expansion, sharing the new income limits and encouraging people who may have been denied Medicaid in the past to apply again after November 1, 2018.

## **Trauma Informed Care**

As part of the City’s Strategic Plan, one of Social Services’ objectives is to “become a trauma informed agency.”

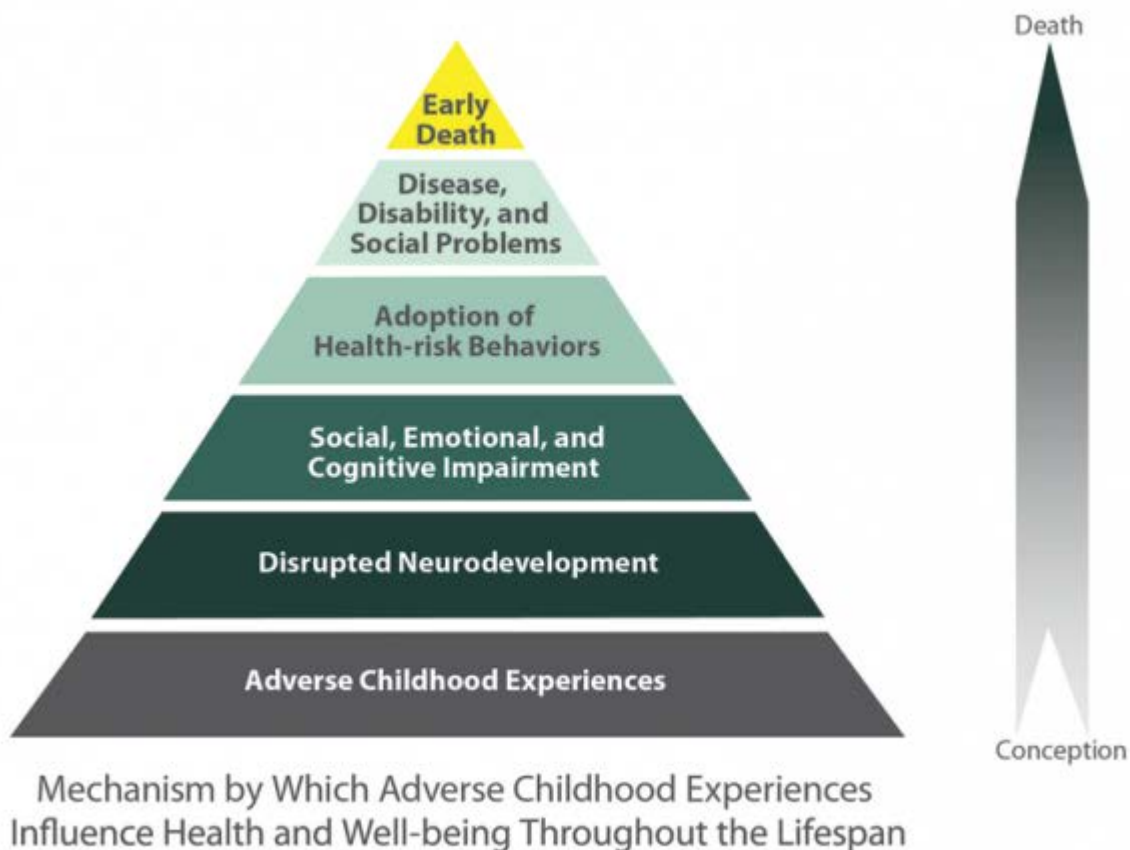
Across the country, trauma informed care is being recognized as a necessary and important component of healing and recovery for children, families, and larger systems. In 2017 area organizations including Charlottesville Social Services, Charlottesville City Schools, and 11 other community partners came together to form the Charlottesville Area Trauma Informed Community Network (TICN).

One of TICN’s primary goals is to provide educational opportunities to raise awareness about the prevalence of trauma in our community. Acting on this goal, TICN invited trauma expert Dr. Alison Sampson-Jackson to present a lecture at the Paramount on adverse childhood experiences (ACEs) and how they can have life-long impacts on behaviors, physical and mental health, and relationships.

**Adverse Childhood Experiences (ACEs)** - According to scientific research studies conducted by the Centers for Disease Control and Prevention in collaboration with Kaiser Permanente, people suffering from adverse childhood experiences have experienced one or more of the following:

- Child physical abuse
- Child sexual abuse
- Child emotional abuse
- Neglect
- Mentally ill or suicidal person in the home
- Drug addicted or alcoholic family member
- Witnessing domestic violence
- Incarceration of any family member
- Loss of a parent to death, abandonment, divorce

Two-thirds of adults taking the ACEs survey report at least one adverse childhood experience. And 25% of adults surveyed reported experiencing three or more ACEs. Additionally it's important to note that adverse childhood experiences cut across all boundaries of language, race, culture, income-levels, and faiths.



Dr. Sampson-Jackson's lecture on November 28, 2017 provided a good first step in educating Social Services and community partners on the life-long impacts of trauma on individuals, families, and communities. However, we realized the need for further training in order for Social Services to become trauma informed and to operationalize trauma informed practices into our daily work with the people we serve. Having discovered the state of Washington is a leader in trauma informed care, a Charlottesville Social Services supervisor contacted the director of the Children's Resilience Initiative (CRI), Teri Barila. For over a decade, CRI has been working on creating a trauma informed community in the Walla Walla Valley region of Washington State.

Upon the recommendation of Ms. Barila, four Social Services employees and four staff from our community partners attended the June 2018 Beyond Paper Tigers Conference in Pasco, Washington.<sup>1</sup>

Social Services staff returned with increased knowledge on brain states, the importance of safety and connections, how to help build resilience in adults and children, and a focus on decreasing the number of adverse childhood experiences for our community's youth.

**Resilience** - Protective factors against the power of adverse childhood experiences are known as resiliencies. People who experience trauma can improve mental and physical health and strengthen relationships when they build upon the resilience factors in their life.

## **Challenges:**

**Training** – Social Services recognizes the need for all staff to receive trauma informed training. As a first step all managers, supervisors, and senior workers attended a training in September led by the supervisor who attended the conference in Washington. He shared what was learned about brain states; ACEs and resilience; the transformation of community practices; and real life examples of the healthy outcomes after helping people enhance their resilience factors. On October 31<sup>st</sup> Social Services conference attendees will lead a full day training for all Social Services employees.

We envision a paradigm shift in practices that recognizes trauma and builds upon resilience factors to achieve better health and wellness for all in our community. In order for this to happen, ongoing training needs to be designed and offered to ongoing and new staff.

**Community Involvement** - Social Services continues to work with community partner agencies in the Charlottesville Area Trauma Informed Community Network (TICN) to educate service providers and community members. Realizing that practices and healthier outcomes will not happen overnight, we commit to building and maintaining a collaborative and coordinated approach to provision of services for trauma survivors and their families.

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<sup>1</sup> The conference is named after the widely seen documentary "Paper Tigers" which follows the transformation of Walla Walla, Washington's alternative high school after they adopt the framework of looking at behaviors through the lens of Adverse Childhood Experiences (ACES) and resilience.

We envision a community that recognizes the negative impacts of adverse childhood experiences (ACEs), focuses on protective factors to decrease the occurrence of ACEs, and helps people develop resilience. We recognize the need to build trust and focus on developing relationships before working on action steps and strategies with those affected by ACEs.

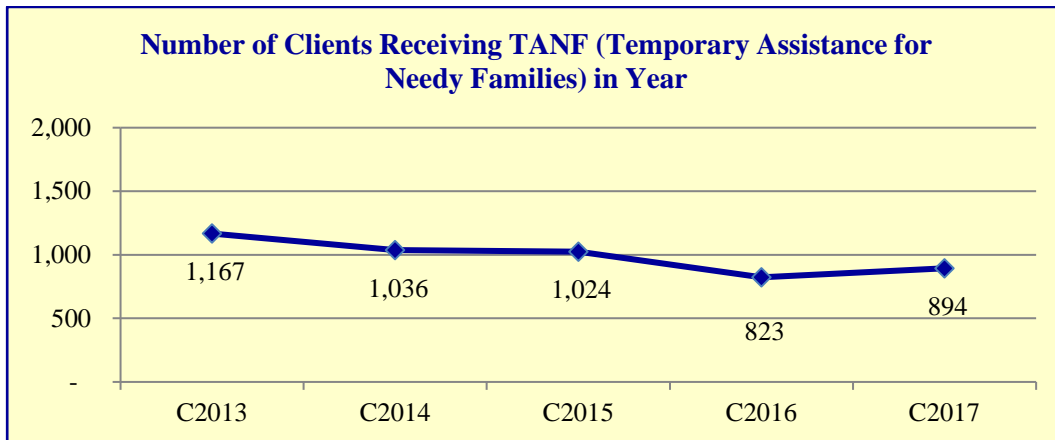
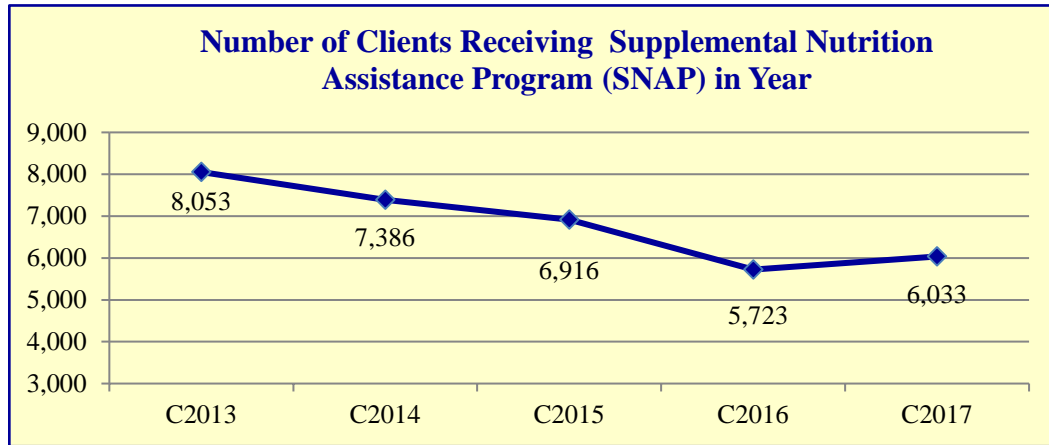
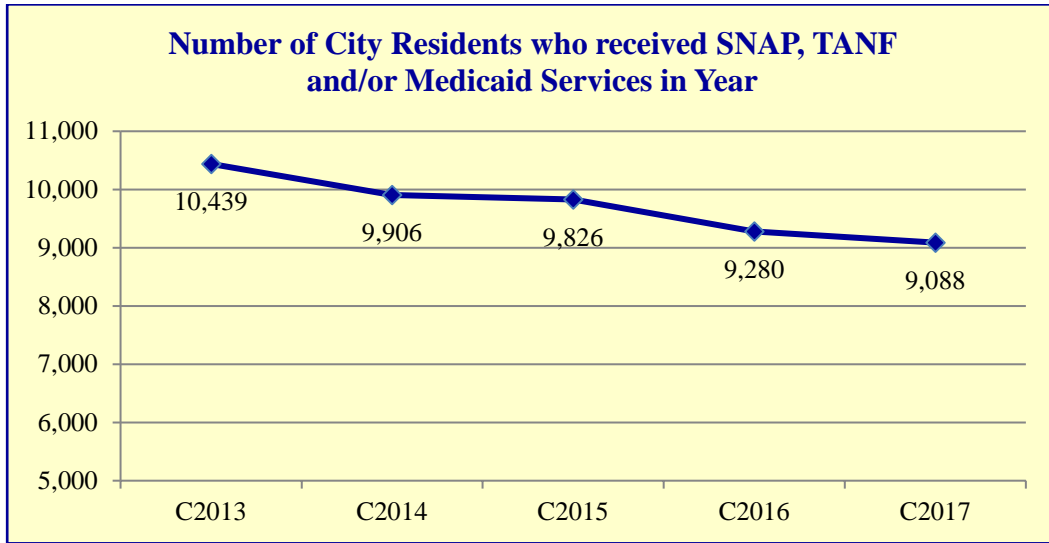
**Case Example Using Trauma Informed Care<sup>2</sup>** - Charlottesville Department of Social Services (CDSS) received a valid child protective services report (CPS) concerning a 6 year old who appeared to have been abused by his mother. The child reported that his mother “whipped” him with a belt because he would not go to sleep. CPS responded by first interviewing the child, who again disclosed the incident of abuse, and then by interviewing the mother who also admitted to using a belt to discipline her son because he would not go to bed. Additional safety and protective factors were assessed and the case was eventually passed on to the CPS ongoing unit at CDSS.

During the interviews, assessment, and throughout the lifetime of the case, trauma informed practices were used in order to first and foremost, ensure safety and connection of the clients, build relationships, and affect lasting change within the family system. By utilizing our knowledge and insight surrounding brain states and how a “trauma organized” individual reacts to difficult situations, CDSS family services specialists were able to help mom move from the survival mode (fight, flight, or freeze) into the brain state associated with the growth mindset. Because of this, mom was able to articulate where and how she is struggling with her son’s behavior and what services she feels will benefit her family towards becoming safe and stable for everyone. In addition, because of the work done to keep mom safe and connected, CDSS family services specialists were able to obtain an accurate trauma history for both her and her son, whose ACEs scores were 8 and 5 respectively. Through education around ACEs and how resilience can help people overcome these experiences, mom was able to release much of the guilt and shame she had surrounding her difficult childhood, observe and build awareness of how she was repeating many of those same behaviors towards her son, and develop a sense of hope that her son’s ACEs score can remain at 5, rather than continue to grow. This growth mindset also led to the client’s willingness to participate in culturally appropriate clinical services for both her and her son.

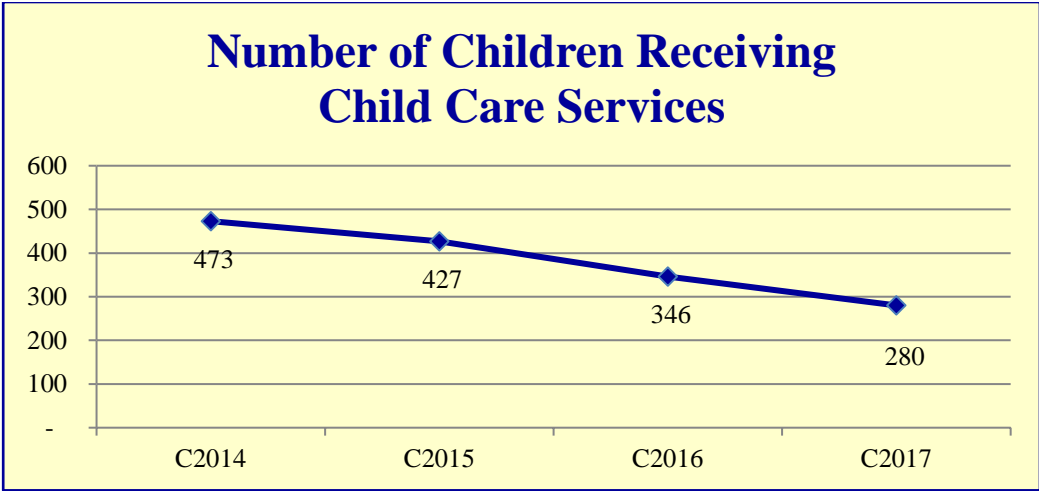
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<sup>2</sup> This is a fictitious scenario used only as an example of how trauma informed care infuses the response for a family in need of services.

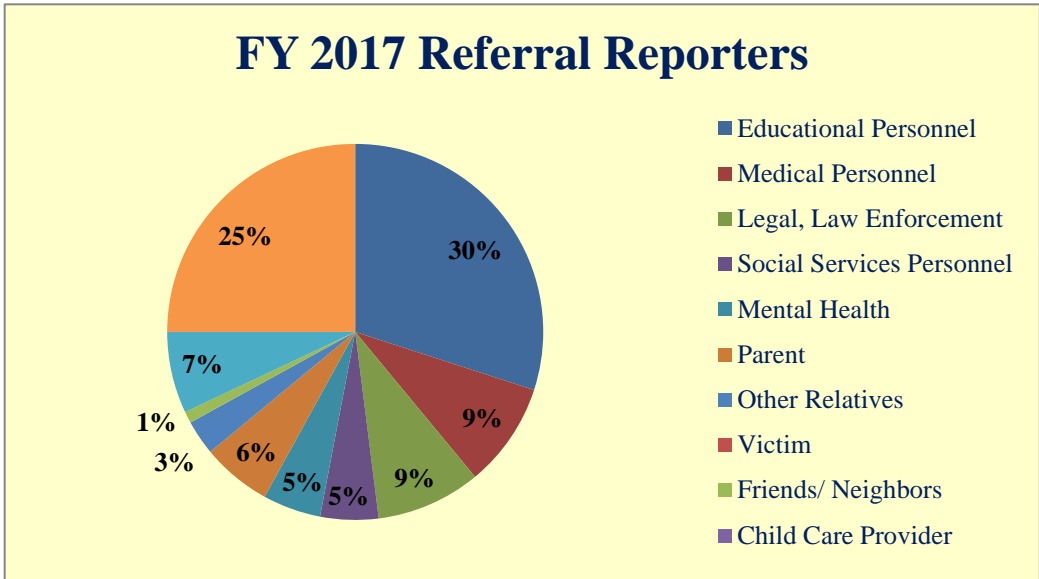
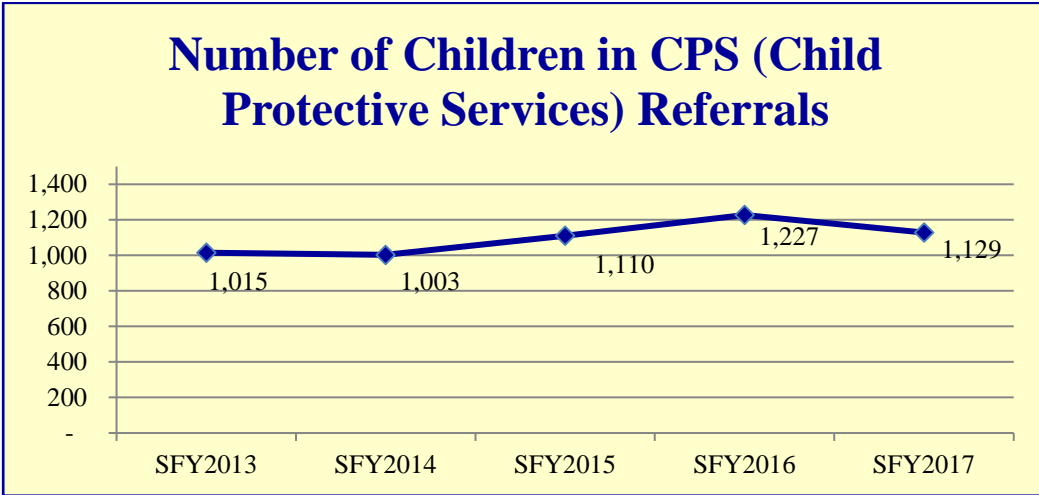
Benefits program data presented by calendar year due to migration to VaCMS<sup>3</sup>



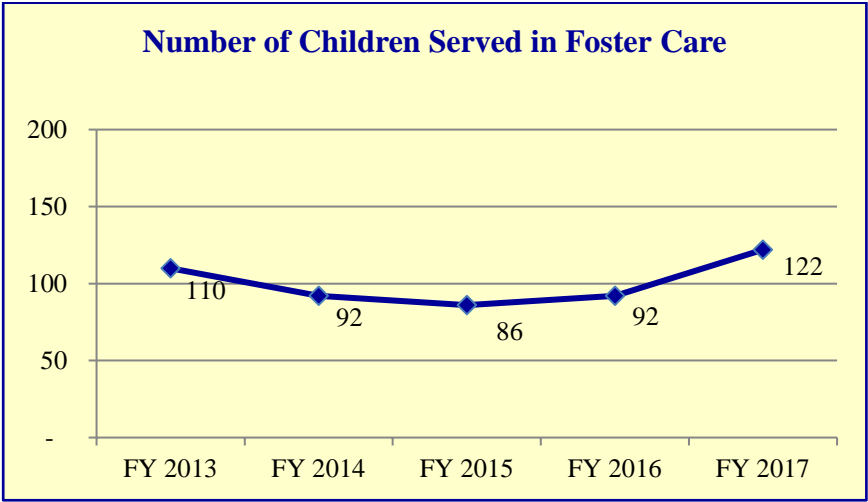
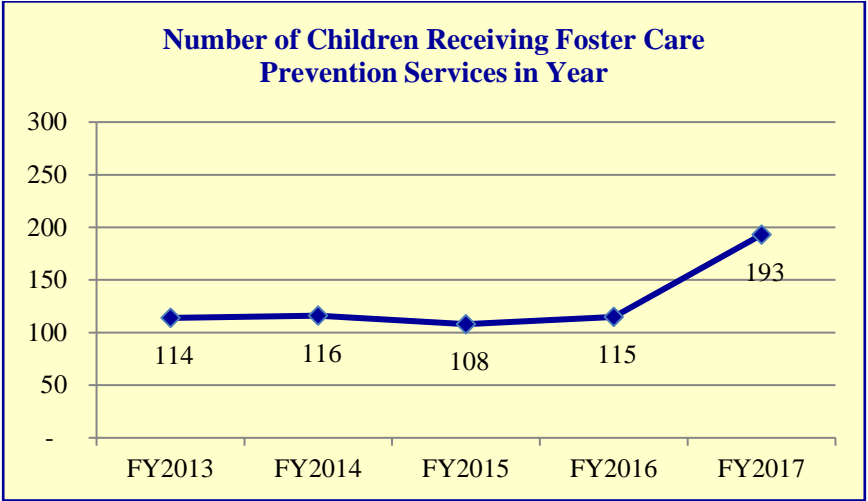
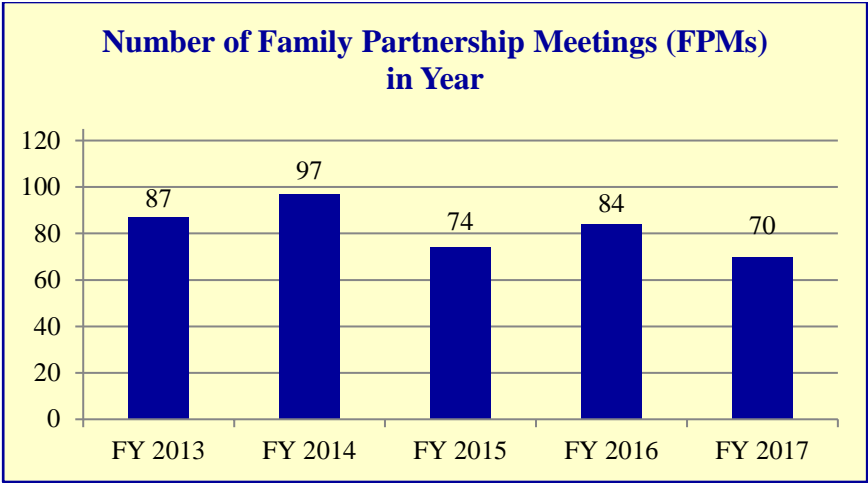
<sup>3</sup> See page 3 for Medicaid graph



Calendar year 2013 data not available

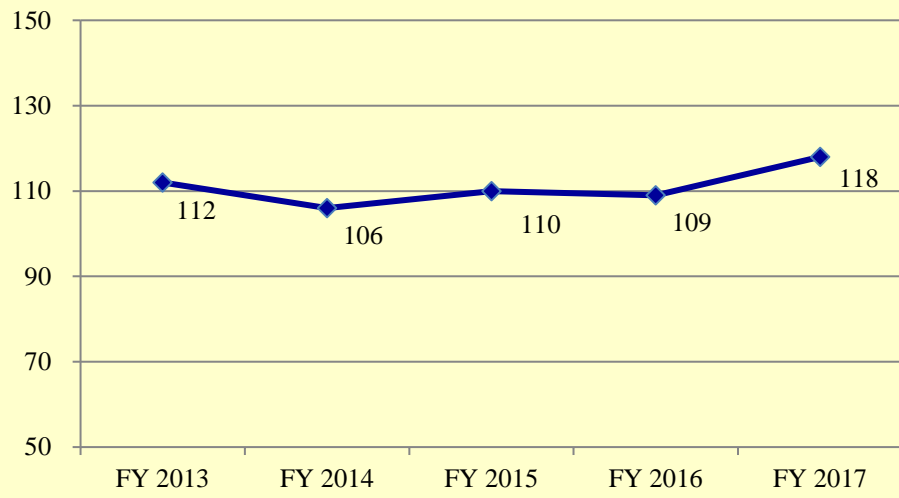




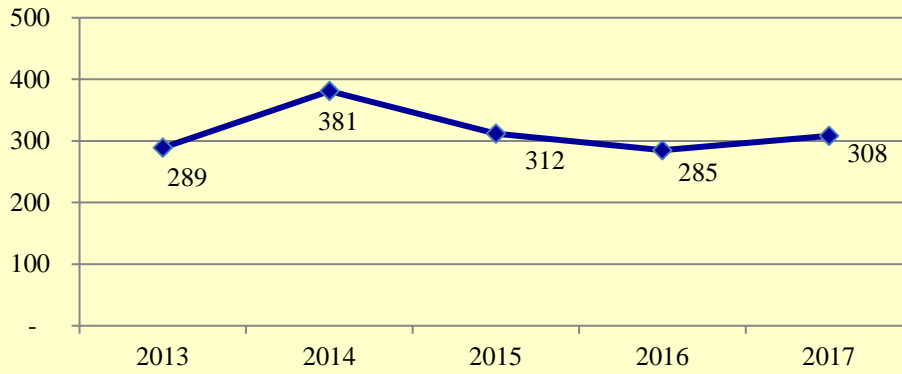


Point in time as of June 30<sup>th</sup> each year

### Number of Children Receiving Adoption Assistance in Year



### Number of APS (Adult Protective Services) Referrals Received in Year

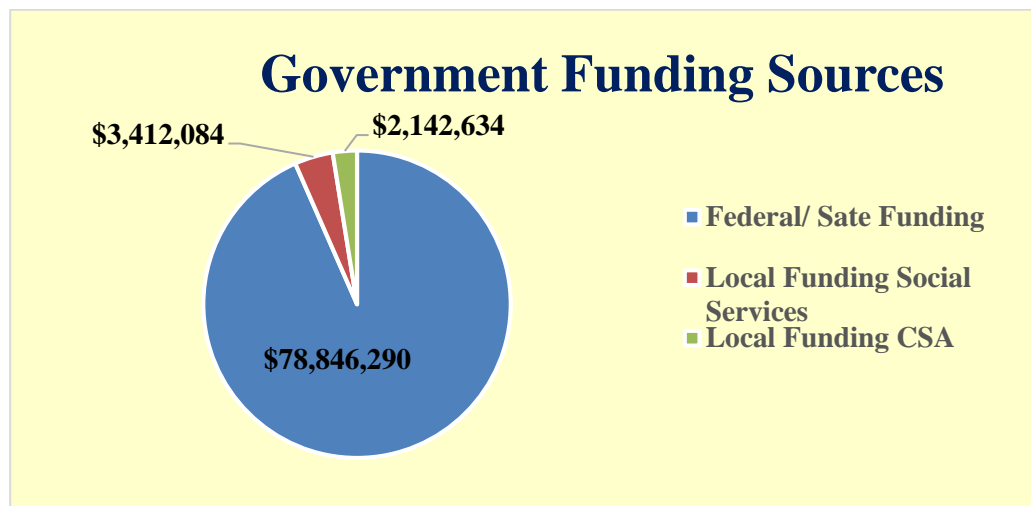


## Economic Impact

### Economic Impact - \$84,401,008

**Total Federal and State Funding for Fiscal Year 2017 = \$78,846,290.** Many of these funds were spent on rent, utilities, payments to medical providers and hospitals, purchases at grocery stores and gas stations, and purchases of clothing and school supplies, thereby increasing the economic impact to the community as the funds recycled through the local economy. The matching local costs for fiscal year 2017 totaled **\$3,412,084** for Social Services and **\$2,142,634** for the Children’s Services Act (CSA).

- **\$56,023,103** in Medicaid and Family Access to Medical Insurance Security (FAMIS) payments to providers
- **\$5,770,878** in the Supplemental Nutrition Assistance Program (SNAP)
- **\$5,697,194** in Children’s Services Act (CSA) payments to providers<sup>4</sup>
- **\$5,187,093** in Staff, Administrative, and Operations costs
- **\$1,969,259** in Adoption Assistance payments to adoptive parents
- **\$1,479,968** in Title IV-E Foster Care payments to providers
- **\$886,540** in Child Care payments to providers
- **\$901,468** in Temporary Assistance to Needy Families (TANF)
- **\$48,622** in Fostering Futures Foster Care Assistance
- **\$268,784** in Low-Income Home Energy Assistance Program (LIHEAP)
- **\$200,442** in Auxiliary Grant payments to providers
- **\$167,964** Other Purchased Services for clients
- **\$126,568** in Central Service Cost Allocation<sup>5</sup>
- **\$86,247** in Virginia Initiative for Employment not Welfare (VIEW)
- **\$18,081** in Independent Living Services
- **\$9,026** in Refugee Assistance
- **\$5,054** in General Relief



<sup>4</sup> The Children’s Services Act (CSA) enacted in 1993 established a single State pool of funds to purchase services for at-risk youth and their families. Charlottesville Social Services coordinates administration and financial services for the CSA collaborative interagency team of Social Services, City Schools, Region Ten and the Court Services Unit.

<sup>5</sup> Federal reimbursement for services from other city departments including, but not limited to: City Manager, City Attorney, Human Resources, Facilities Management, City Finance, City Treasurer and Purchasing.

Respectfully submitted by Charlottesville Department of Social Services Advisory Board Members:

- Christine Gough, Chair
- Kathryn May Gallanosa, Vice Chair
- Lisa Brown
- Rebekah Menning
- Cathee Johnson Phillips
- Ivy Porpotage
- Nikuyah Walker, Mayor
- Judith Zeitler

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