



CITY COUNCIL AGENDA December 21, 2020

Members

Nikayah Walker, Mayor
Sena Magill, Vice Mayor
Heather D. Hill
Michael K. Payne
J. Lloyd Snook, III

5:30 p.m. Closed session as provided by Sections 2.2-3711 and 2.2-3712 of the Virginia Code (Boards and commissions appointments)

Virtual/electronic meeting in accordance with the local ordinance approved July 27, 2020 and subsequently re-affirmed, to ensure continuity of government and prevent the spread of disease. Register at www.charlottesville.gov/zoom. NOTE: Individuals with disabilities who require assistance or special arrangements to participate in the public meeting may call the ADA Coordinator at (434) 970-3182 or submit a request via email to ada@charlottesville.gov. The City of Charlottesville requests that you provide a 48 hour notice so that proper arrangements may be made.

6:30 p.m. Regular Meeting

Virtual/electronic meeting. Register at www.charlottesville.gov/zoom

CALL TO ORDER

MOMENT OF SILENCE

ROLL CALL

AGENDA APPROVAL

ANNOUNCEMENTS

RECOGNITIONS/PROCLAMATIONS

BOARD/COMMISSION APPOINTMENTS

CONSENT AGENDA*

1. Minutes: October 28 joint City/County/UVA meeting, November 2 closed and regular meetings
2. Ordinance: 817 Nassau Street rezoning (2nd reading)
3. Appropriation: Fire Truck Insurance Reimbursement - \$21,214.18 (2nd reading)
4. Appropriation: Virginia Department of Social Services One-Time Funding for Benefits Programs - \$16,877.19 (1st of 2 readings)
5. Appropriation: Staffing for Adequate Fire and Emergency Response (SAFER) Grant - \$3,498,300.00 (1st of 2 readings)
6. Appropriation: COVID-19 Municipal Utility Relief Program to Assist Customers - \$182,801.59 (1st of 2 readings)
7. Resolution: Refund of Transient Occupancy Tax to a lodging entity - \$29,865.60 (1 reading)
8. Resolution: Reallocation of Highway Safety Improvement Program Funds - \$246,946.54 (1 reading)
9. Resolution: Capital Funding Transfer for the remaining Pen Park Tennis Court Renovations (P-00942) funding - \$86,105.00 (1 reading)
10. Resolution: Capital Funding Transfer for the Market Street Retaining Wall project - \$223,450 (1 reading)
11. Resolution: Adoption of the 2021 City Council regular meeting schedule (1 reading)

CITY MANAGER RESPONSE TO COMMUNITY MATTERS (FROM PREVIOUS MEETINGS)

COMMUNITY MATTERS Public comment for up to 16 speakers (limit 3 minutes per speaker). Preregistration available for up to 8 spaces; preregistered speakers announced by Noon the day of the meeting. Additional public comment period at end of meeting. Public comment will be conducted through electronic participation as City Hall is closed to the public. Participants can register in advance at www.charlottesville.gov/zoom.

ACTION ITEMS

12. Public Hearing/Ord.: Dominion Energy Underground Easement – Sugar Hollow (1 reading, waiving 2nd reading)
13. Public Hearing/Ord.: Eagle franchise agreement renewal (1st of 2 readings)
14. Public Hearing/Res.: Standard Form Lease Agreement for Commercial Space (1 reading)
15. Public Hearing/App.: Fiscal Year 2020 Year-end Adjustments (2nd reading)
16. Public Hearing/App.: Charlottesville City Schools Budget Amendment – Grant Funding - \$2,787,563 (1st of 2 readings)
17. Res./Approp.*: Close Out of Coronavirus Aid, Relief, and Economic Security (CARES) Act Funds and Appropriation of Interest Income
 - a. Resolution*: CARES Act Allocation of Unspent Funds (1 reading)
 - b. Appropriation: Interest Accrual on CARES Act Funds - \$7,000.00 (1st of 2 readings)
18. Res./Approp.*: Appropriation of Community Development Block Grant (CDBG)/HOME Investment Partnerships Program (HOME) Budget Allocations for FY 2020-2021 and Minor Amendment for Action Plan 2020-2021
 - a. Appropriation: Appropriation of funds for the 2020-2021 Community Development Block Grant - \$419,303.00 (1st of 2 readings)
 - b. Appropriation: Appropriation of funds for the 2020-2021 HOME funds - \$121,186.97 (1st of 2 readings)
 - c. Resolution*: Approval of FY 2020-2021 Minor Annual Action Plan Amendment (1 reading)
19. Res./Approp.*: Community Development Block Grant (CDBG)/HOME Investment Partnerships Program (HOME) Minor Action Plan Amendment FY 2020-2021 and Appropriation of CDBG 10th and Page Priority Neighborhood funds
 - a. Appropriation: Appropriation of funds for the 2020-2021 CDBG 10th and Page Priority Neighborhood (1st of 2 readings)
 - b. Resolution*: CDBG Ridge Street Priority Neighborhood 2022-2023 funds transfer - \$116,053.17 (1 reading)
 - c. Resolution*: FY 2020-2021 Minor Annual Action Plan Amendment (1 reading)

GENERAL BUSINESS

20. Report: Land Use and Environmental Planning Committee 2020 report

OTHER BUSINESS

MATTERS BY THE PUBLIC

CITY COUNCIL MEETING
Joint Session with Albemarle County Board of Supervisors
And University of Virginia
October 28, 2020
Virtual/electronic meeting

2:00 PM JOINT WORK SESSION

The Charlottesville City Council met in an electronic meeting on Wednesday, October 28, 2020. The meeting was hosted by the County of Albemarle and held virtually pursuant to local ordinances in place to ensure continuity of government and to prevent the spread of disease.

CALL TO ORDER

Donna Price, Vice Chair of the County of Albemarle Board of Supervisors, called the meeting to order at 2:09 p.m. and introduced the Board members in attendance. Chair Galloway was present; however, because of limited internet capacity during travel, he ceded the hosting duties of the meeting to Vice Chair Price.

Mayor Nikuyah Walker convened the meeting for the Council of the City of Charlottesville at 2:10 p.m. and asked Clerk of Council Kyna Thomas to call the roll. The following members were present: Mayor Nikuyah Walker, Vice Mayor Sena Magill, Councilor Heather Hill, Councilor Michael Payne and Councilor Lloyd Snook.

University of Virginia President Jim Ryan introduced university staff: Jennifer (J.J.) Davis, Chief Operating Officer; Kevin McDonald, Director of Equity, Inclusion and Community Partnerships; Barbara Wilson, Associate Professor of Urban and Environmental Planning; and Ben Allen, Executive Director for the Equity Center.

OPENING REMARKS

President Ryan, Mayor Walker, and Vice Chair Price made opening remarks.

Siri Russell, Albemarle County Director of Equity and Inclusion, previewed the agenda for the meeting.

WORK SESSION

Kaki Dimock, Director of the City of Charlottesville Department of Human Services shared an overview of synergistic activities between the three entities:

- Understanding disproportionality in the justice and child welfare systems
- Responding to COVID health crisis
- Evaluating and planning around equity

Participants each were given an opportunity to address the following:

- Questions about the concept of the MOU in general?
- Concerns about language/content?
 - o Some thoughts were to develop measurements for success, to be consistent with the use of wording related to equity and inclusion, and to ensure legally that there is no requirement for quotas.
- What is most needed from this partnership/collaboration to be successful?
- In what ways do you hope this partnership will grow our capacity to promote equity/inclusion?
 - o Discussion involved identifying short-term measurable wins.
- What are your expectations for the way we pursue this work together and for staff? (How will we know we have been successful?)
 - o Some suggestions were to have each entity identify who would take ownership of this initiative, frequent updates, addressing homelessness and equal opportunity in schools, and putting action items into place to work toward success.
- Anything missing?

Kevin McDonald introduced members of the UVA Equity Center:

- Dr. Ben Allen, Executive Director
- Dr. Michele Claibourn, Director of Equitable Analysis
- Dr. Barbara Brown Wilson, Associate Professor and Faculty Director

Dr. Allen shared a presentation about the mission and vision of the Equity Center, benefits of collaboration, and the urgency of action.

Dr. Claibourn shared the goals of the Equity Atlas, with examples of tools available on the website for visualizing the intersection of residents and available resources.

Dr. Wilson shared information about how universities could redress community inequities. She emphasized the importance of community-driven, action-oriented research.

The following Health Department representatives shared an update on COVID-19 and answered questions:

- Ryan L. McKay, MPA, Senior Policy Analyst, and
- Dr. Denise Bonds, District Health Director.

Siri Russell summarized action steps in order to bring the Memorandum forward to each body separately for agreement and approval. Mayor Walker made suggestions for wording. Councilor Payne reiterated the need to collectively address the housing affordability crisis.

Mayor Walker, Vice President McDonald and Chair Galloway made closing remarks.

Vice Chair Price adjourned the meeting for the Albemarle County Board of Supervisors at 4:23 p.m. and Mayor Walker adjourned the meeting for the Council of the City of Charlottesville at 4:24 p.m.

BY Order of City Council

BY Kyna Thomas, Clerk of Council

CITY COUNCIL REGULAR MEETING

November 2, 2020

Virtual/electronic meeting

5:00 PM CLOSED MEETING

The Charlottesville City Council met in an electronic meeting on Monday, October 5, 2020, in accordance with a local ordinance approved July 27, 2020 to ensure continuity of government and prevent the spread of disease. Mayor Nikuyah Walker called the meeting to order at 5:03 p.m. with the following members present: Mayor Nikuyah Walker, Vice Mayor Sena Magill, and Councilors Heather Hill, Michael Payne and Lloyd Snook.

On motion by Councilor Hill, seconded by Councilor Snook, Council voted 5-0 (Ayes: Hill, Magill, Payne, Snook, Walker; Noes: none) to meet in closed session as authorized by Virginia Code Sections 2.2-3711 and 2.2- 3712, specifically:

- section 2.2-3711(A)(1), for discussion and consideration of the performance of the acting city manager, and
- section 2.2-3711(A)(8) for consultation with legal counsel and legal advice regarding a matter relating to the City's special events regulations, and by Section 2.2-3711(A)(2) for discussion of the award of a public contract to conduct a search for a new city manager, and discussion of the terms or scope of the contract.

On motion by Councilor Hill, seconded by Councilor Snook, Council certified by the following vote: 5-0 (Ayes: Hill, Magill, Payne, Snook, Walker; Noes: 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.

The meeting adjourned at 6:31 p.m.

BY Order of City Council

BY Kyna Thomas, Clerk of Council

6:30 PM REGULAR MEETING

The Charlottesville City Council met virtually/electronically in regular session on Monday, October 5, 2020, in accordance with the local ordinance approved July 27, 2020 to ensure continuity of government and prevent the spread of disease. The following members were present: Mayor Nikuyah Walker, Vice Mayor Sena Magill, and Councilors Heather Hill, Michael Payne and Lloyd Snook.

Mayor Walker called the meeting to order at 6:32 p.m.

On motion by Vice Mayor Magill, seconded by Councilor Hill, Council unanimously adopted the meeting agenda.

City Council observed a moment of silence.

ANNOUNCEMENTS

Dr. Denise Bonds, Thomas Jefferson Health District Director, provided an update on Covid-19 data.

CONSENT AGENDA*

Clerk of Council Kyna Thomas read the following Consent Agenda items into the record:

MINUTES: September 21 closed and regular meetings, September 30 work session

RESOLUTION: Measurements and Solutions Group reporting deadline extension

RESOLUTION

Whereas, on June 17, 2019, City Council established an advisory commission referred to as the “Measurements and Solutions Group” (M.S.G.) and set a timeline for the M.S.G. to complete its work and to report back to City Council in May 2020; and

Whereas, due to constraints of the state of emergency caused by COVID-19, the M.S.G. was unable to meet to complete its work, and City Council desires to establish a new timeline for the M.S.G.’s work to be performed with a deadline of May 2021 for the group to make its report back to City Council;

NOW, THEREFORE, be it resolved by the Council of the City of Charlottesville, Virginia that:

City Council hereby ratifies its June 17, 2019 Resolution establishing a Measurements & Solutions advisory Group (“M.S.G.”) to identify appropriate measurements, benchmarks, solutions and metrics for the designated priority areas (Jobs/Wages, Affordable Housing, Public Health Care, and Education) for use in The Vibrant Community Funding process by which the city funds nonprofit organizations, provided that, by approval of this Resolution, this advisory group shall have until May 2021 to complete its work and make its final report back to City Council.

APPROPRIATION: Victim Witness Assistance Program Grant - \$265,024 (2nd reading)

APPROPRIATION
Charlottesville Victim Witness Assistance Program Grant \$265,024

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 \$41,000, 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
\$ 41,000	Fund: 209	Cost Center: 1414001000	G/L Account: 498010

Expenditures

\$251,000	Fund: 209	Cost Center: 1414001000	G/L Account: 519999
\$ 14,024	Fund: 209	Cost Center: 1414001000	G/L Account: 599999

Transfer

\$ 41,000	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.

APPROPRIATION: Annie E. Casey Foundation Grant Award - \$10,000 (2nd reading)

APPROPRIATION
Annie E. Casey Foundation - \$10,000

WHEREAS, the City of Charlottesville has been awarded \$10,000 from the Annie E. Casey Foundation;

WHEREAS, the funds will be used to purchase equipment identified by the collaborating members of the capstone project cohort;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$10,000 is hereby appropriated in the following manner:

Revenue – \$10,000

Fund: 210 Internal Order: 1900382 G/L Account: 431110

Expenditures - \$10,000

Fund: 210 Internal Order: 1900382 G/L Account: 519999

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$10,000 from the Annie E. Casey Foundation.

APPROPRIATION: Virginia Juvenile Community Crime Control Act Grant (VJCCCA) - \$452,704 (2nd reading)

APPROPRIATION

Virginia Juvenile Community Crime Control Act Grant (VJCCCA) - \$452,704

WHEREAS, the City of Charlottesville has been awarded \$292,058 from the Virginia Department of Juvenile Justice; and

WHEREAS, this grant requires local maintenance of effort funds in the amount of \$52,231 from Albemarle County and \$108,415 from the City; and

WHEREAS, the grant award covers the period from July 1, 2020 through June 30, 2021,

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$452,704 is hereby appropriated in the following manner:

Revenue – \$452,704

\$292,058	Fund: 220	Cost Center: 3523001000	G/L Account: 430080
\$52,231	Fund: 220	Cost Center: 3523001000	G/L Account: 432030
\$108,415	Fund: 220	Cost Center: 3523001000	G/L Account: 498010

Expenditures - \$452,704

\$ 53,075	Fund: 220	Cost Center: 3523001000	G/L Account: 519999
\$399,629	Fund: 220	Cost Center: 3523001000	G/L Account: 530010

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$292,058 from Virginia Department of Juvenile Justice, and \$52,231 from Albemarle County.

ORDINANCE: Authorizing a Grant of Public Funding to Subsidize Construction of For-Rent Affordable Housing to be Occupied by Persons of Low and Moderate Income as Part of a Redevelopment of Public Housing (2nd reading):

- a. South First Street Phase One Redevelopment

ORDINANCE AUTHORIZING A GRANT OF PUBLIC FUNDING TO SUBSIDIZE CONSTRUCTION OF FOR-RENT AFFORDABLE HOUSING TO BE OCCUPIED BY PERSONS OF LOW AND MODERATE INCOME AS PART OF A REDEVELOPMENT OF PUBLIC HOUSING (SOUTH FIRST STREET PHASE ONE REDEVELOPMENT)

- b. Crescent Halls Redevelopment

ORDINANCE AUTHORIZING A GRANT OF PUBLIC FUNDING TO SUBSIDIZE CONSTRUCTION OF FOR-RENT AFFORDABLE HOUSING TO BE OCCUPIED BY PERSONS OF LOW AND MODERATE INCOME AS PART OF A REDEVELOPMENT OF PUBLIC HOUSING (CRESCENT HALLS RENOVATION/ REDEVELOPMENT)

ORDINANCE AUTHORIZING A FORGIVABLE LOAN TO PIEDMONT HOUSING ALLIANCE TO SUPPORT REDEVELOPMENT OF FRIENDSHIP COURT FOR THE PURPOSE OF PRODUCING NEW HOUSING FOR LOW AND MODERATE INCOME PERSONS (2nd reading)

APPROPRIATION: Housing Opportunities for People with AIDS/HIV (HOPWA) Covid Supplement- \$20,050 (2nd reading)

**APPROPRIATION
H.O.P.W.A. Grant \$20,050**

WHEREAS, The City of Charlottesville, through the Department of Human Services, has received the H.O.P.W.A. Grant from the Virginia Department of Housing and Community Development in the amount of \$20,050

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the sum of \$20,050 is hereby appropriated in the following manner:

Revenues

\$20,050 Fund: 209 IO: 1900390 (H.O.P.W.A.) G/L: 430120 Federal Pass-Thru State

Expenditures

\$20,050 Fund: 209 IO: 1900390 (H.O.P.W.A.) G/L: 530550 Contracted Services

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon receipt of \$20,050 in funds from the Virginia Department of Housing and Community Development.

APPROPRIATION: Virginia Department of Education Special Nutrition Program Child and Adult Care Food Program - \$30,000 (carried)

APPROPRIATION: Virginia Outdoors Foundation Grant - Ragged Mountain Land Acquisition - \$65,000 (carried)

APPROPRIATION: Runaway Emergency Shelter Program Grant - \$209,444.00 (carried)

APPROPRIATION: Local Emergency Management Performance Grant (L.E.M.P.G.) - \$7,500 (carried)

Mayor Walker opened the floor for comment on the Consent Agenda.

- Rex Linville spoke in support of the Virginia Outdoors Foundation appropriation of \$65,000.

On motion by Councilor Hill, seconded by Vice Mayor Magill, Council by the following vote APPROVED the Consent Agenda: 5-0 (Ayes: Hill, Magill, Payne, Snook, Walker; Noes: none).

CITY MANAGER RESPONSE TO COMMUNITY MATTERS (FROM PREVIOUS MEETINGS)

Acting City Manager John Blair shared an update on the following community matters:

1. Regarding the status of the Charlottesville City Schools reconfiguration, planning and design contract, he advised that it was in negotiation with hopes of concluding negotiations by the end of the year and starting work on the project in January 2021.
2. He also shared dates for upcoming meetings: November 10 joint work session with City Council and the Planning Commission; and November 12 City Council work session to review the Capital Improvement Plan (CIP).

COMMUNITY MATTERS

The following members of the public spoke during Community Matters:

Marcia Geyer, city resident, spoke about the need for a collective effort to address climate action locally, recommending a climate action board.

Tanesha Hudson spoke on behalf of Ms. Benta Rose, regarding a petition to make changes to 5th Street following a traffic fatality. She commented about follow-up from Police Chief Brackney. She also spoke about opening meetings physically to the public.

Neal Halvorson-Taylor, city resident and parish priest, spoke in support of city efforts related to climate change and he encouraged making the climate action plan a priority.

Nancy Carpenter spoke in support of moratoriums on evictions as ways to fight the spread of the Covid-19 virus.

Gloria Beard asked if measures had been put in place to protect voters at the election polls on November 3. She asked about community policing and about plans for streets around Dairy Central.

- Councilor Hill advised of community engagement plans for 10th & Page.
- Mr. Blair shared that the city's Critical Incident Management Team has been monitoring the election.

Rosia Parker asked about vacant public housing, and about missing lights and unkept grounds in Westhaven. She spoke about the unhoused population and about a vacant seat on the Police Civilian Review Board.

Don Gathers, city resident, asked about plans for safety surrounding the Presidential election. He asked about making the voting process easier for people waiting in line.

Matthew Gillikin spoke about the 5th Street extended petition to address safety issues and asked that consideration be given to projects that could be implemented in the short-term or mid-term.

John Hall asked about a vaccine for COVID-19 and ways to disinfect. He also spoke about composting.

ACTION ITEMS

ORDINANCE: Amendment to the text of Chapter 34 (Zoning Ordinance) of the City of Charlottesville, 1990, as amended, to provide updates to family day home uses (carried)

Missy Creasy, Deputy Director for Neighborhood Development Services, presented the report and provided responses to questions raised by Mayor Walker. Council agreed to move the item forward to the November 16 Consent Agenda.

ALLOCATION: Bridge Ministry Request for Allocation of \$54,750 of Coronavirus Aid, Relief, and Economic Security (CARES) Contingency Reserve

Chris Cullinan, Director of Finance, presented the report as follow-up to discussion from the October 19 City Council meeting.

Kaki Dimock, Director of Human Services, and Mr. Cullinan addressed Council questions and concerns.

On motion by Councilor Hill, seconded by Councilor Snook, Council by the following vote APPROVED the allocation: 5-0 (Ayes: Hill, Magill, Payne, Snook, Walker; Noes: none).

The meeting recessed at 7:53 p.m. and reconvened at 8:11 p.m.

GENERAL BUSINESS

REPORT: Update on Unmarked Burials Near the Gilmer/Craven/Hotopp Cemetery at Pen Park

Jeff Werner, Historic Preservation and Design Planner, presented the report, providing historical information and data from geological findings.

Ben Ford of Rivanna Archaeological Services, LLC, shared information about research options and resources, including local institutions such as Monticello, Montpelier and the University of Virginia, which have individuals who have done in-depth genealogical studies that may be able to provide information to identify individuals who may be buried at this cemetery.

Mr. Werner advised that significant resources would be needed to move the project forward and it would take time to determine next steps and the extent of the work to be done. He advised that the area would not be disturbed and there would be a process for memorializing the area with legal documentation.

REPORT: Mapping Cville Update

Jordy Yager, representing the Jefferson School Heritage Center, shared an update on the Mapping Cville project, and acknowledged the collective efforts of individuals who have helped with research. He shared information about racially restrictive covenants contained in the Charlottesville City Code and in real estate deeds, and he noted the widespread nature of such covenants. He shared information about inequalities related to life expectancy, over-policing, redlining, generational wealth and other life outcomes based on location of residence.

Mr. Yager shared outreach efforts, local educational programming, and student feedback. He shared that to date, approximately 17 percent of covenants (1903-1933) have been mapped of those who were affected by race-restricted covenants. Mr. Yager shared the relation of covenants to local zoning designations.

Councilors voiced support for the project and the need to help move the work forward, as Charlottesville is one of three localities in the nation working on such a project.

OTHER BUSINESS

Councilors encouraged citizens to vote on November 3rd.

MATTERS BY THE PUBLIC

Mayor Walker opened the floor for comments from the public.

Brandon Collins, city resident, encouraged Council to dig in deeper to the work being done with the Mapping Cville project and to find ways to address the findings.

The meeting adjourned at 9:20 p.m.

BY Order of City Council

BY Kyna Thomas, Clerk of Council

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



Agenda Date:	December 7, 2020
Action Requested:	Consideration of a Rezoning Application
Presenter:	Matt Alfele, NDS
Staff Contacts:	Matt Alfele, City Planner
Title:	ZM20-00004 817 Nassau Street

Background:

Justin Shimp (Shimp Engineering, P.C., representing the owner, Hulett Management Services Inc.) has submitted a Rezoning Application pursuant to City Code Sec. 34-41 seeking a rezoning of approximately (0.19) acres of land identified within City tax records as Tax map and Parcel (TMP) 610084000 (Subject Property) from the existing R-1S (Residential Small Lot) to R-2 (Residential Two-Family) with no development plan. The Subject Property has road frontage on Nassau Street and the Comprehensive Land Use Map for this area calls for Low Density Residential.

Discussion:

The Planning Commission discussed this matter at their November 10, 2020 meeting.

The Commission questioned the applicant on why the request was being made. Under R-1S you can have two units, but with a rezoning, each unit can be individually owned and there are no size restrictions on the second unit. If the lot stayed R-1S and had an ADU, the ADU could not be owned by the occupant and would need to be smaller than the main unit.

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 November 10, 2020.

No members of the public spoke.

Budgetary Impact:

This has no impact on the General Fund.

Recommendations:

The Planning Commission took the following action:

Mr. Solla-Yates moved to recommend approval of this application to rezone the subject property from R-R1S to R-2, on the basis that the proposal would serve the interests of the general public and good zoning practice.

Mr. Lahendro seconded the motion.

Ms. Dowell - Yes

Mr. Heaton - Yes

Mr. Lahendro - Yes

Mr. Mitchell - Yes

Ms. Russell - Yes

Mr. Solla-Yates - Yes

Mr. Stolzenberg - Yes

The Motion passed 7 - 0

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 November 10, 2020 Planning Commission meeting:

<https://charlottesvilleva.civicclerk.com/Web/Player.aspx?id=882&key=-1&mod=-1&mk=-1&nov=0>

ORDINANCE
TO APPROVE A REZONING TO CHANGE THE ZONING DISTRICT
CLASSIFICATION OF 817 NASSAU STREET, FROM
R-1(S) (SINGLE FAMILY RESIDENTIAL, SMALL LOT) TO R-2 (TWO FAMILY)

WHEREAS, Hulett Management Services, Inc., (“Landowner”) has submitted rezoning application ZM20-00004, proposing a change in the zoning district classification of approximately 0.19 acre of land, having an address of 817 Nassau Street, further identified by City Real Estate Parcel Identification No. 610084000, from “R-1(S)” to “R-2” (the “Proposed Rezoning”); and

WHEREAS, a joint public hearing on the Proposed Rezoning was conducted by the Planning Commission and City Council on November 10, 2020, after notice to the public and to adjacent property owners as required by law;

WHEREAS, on November 10, 2020, following the joint public hearing, the Planning Commission voted to recommend that City Council should approve the Proposed Rezoning; and

WHEREAS, this City Council has considered the matters set forth within: the Landowner’s rezoning application, the Comprehensive Plan Land Use Map designation for the Subject Property (low-density residential), the NDS Staff Report, comments received from the public, and the Planning Commission’s recommendation, and, based upon said matters, this Council hereby finds and determines that the public necessity, convenience, general welfare and good zoning practice require the Proposed Rezoning; that both the existing zoning classification and the proposed zoning classification 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. The zoning district classification of all of the land identified by City Real Estate Parcel Identification No. 610084000, containing approximately 0.19 acre (approximately 8,450 square feet), having an address of 817 Nassau Street, is hereby changed from R-1(S) (Single Family Residential Small Lot) to R-2 (Two Family Residential)

BE IT FURTHER ORDAINED THAT the City’s Zoning Administrator shall update the Zoning District Map to reflect the new R-2 zoning district classification for the Subject Property.



Agenda Date:	December 7, 2020
Action Required:	Appropriation
Presenter:	Mike Rogers, Deputy Chief – Business Services, Charlottesville Fire Dept.
Staff Contacts:	Mike Rogers, Deputy Chief – Business Services, Charlottesville Fire Dept.
Title:	Truck Company 9 Insurance Reimbursement – \$21,214.18

Background: City asset, vehicle # 3312 – a 2017 Pierce tractor-drawn ladder truck (Truck 9), was involved in an auto incident 7/16/2020 in which the vehicle was struck by a box truck in a parking lot. Vehicle # 3312 was inspected by industry professionals and a repair estimate was sent to the box trucks insurer by the City.

Discussion: A check for the damages from Retail Business Services Claims Management was received based on the repair estimate that was sent to them. The insurance monies will be utilized to repair the damage done to this vehicle.

Alignment with Council Vision Areas and Strategic Plan: The reimbursement of the insurance monies for the vehicle damage done to vehicle #3312 support the City’s mission - “We provide services that promote equity and an excellent quality of life in our community”.

The anticipated use of the reimbursed monies also aligns with 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 damages.

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 repair the damage to this vehicle.

Attachments: Appropriation

APPROPRIATION

Truck Company 9 Insurance Reimbursement

\$21,214.18

WHEREAS, Retail Business Services Claims Management is reimbursing the City of Charlottesville for vehicle damage associated with an accident involving vehicle #3312;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that a total of \$21,214.18 be appropriated in the following manner:

Revenues - \$21,214.18

\$21,214.18 Fund: 105 Cost Center: 3201006000 G/L Account: 530271

Expenditures - \$21,214.18

\$21,214.18 Fund: 105 Cost Center: 3201006000 G/L Account: 530271

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of funds from Retail Business Services Claims Management.

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	December 21, 2020
Action Required:	Approve Appropriation
Presenter:	Diane Kuknyo, Director, Department of Social Services
Staff Contacts:	Mary Jane Skidmore Chief of Benefit Programs, Department of Social Services Laura Morris, Chief of Administration, Department of Social Services
Title:	Virginia Department of Social Services One-Time Funding for Benefits Programs - \$16,877.19

Background:

The Virginia Department of Social Services has allocated one-time funding to local departments of social services to assist with processing benefit program applications and renewals due to renewal extensions that were granted during the COVID-19 pandemic. The Charlottesville Department of Social Services has received \$16,877.19 from this additional funding.

Discussion:

Funding use is limited to overtime/extra work related to processing applications and renewals for the Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), and Medicaid.

As of November 1st, the Charlottesville Department of Social Services has 1,745 SNAP renewals due from August 2020 to December 31, 2020. 1,143 Medicaid renewals were due between January 2020 and December 2020 with 657 overdue due to the public health emergency mandate to keep cases open unless the client moves out of state, requests closure, or dies.

Alignment with Council Vision and Strategic Plan:

Approval of this agenda item aligns with the City's vision to be a healthy and safe city and an inclusive community of self-sufficient residents. This request also ties to **Objective 1.4:** Enhance the financial health of residents and **Objective 2.3:** Improve community health and safety outcomes by connecting residents with effective resources.

Community Engagement:

Department staff work directly with citizens to provide social services, protect vulnerable children and adults, and promote self-sufficiency.

Budgetary Impact:

Funds have been received and will be appropriated into the Social Services Fund. There are no general funds required or being requested.

Recommendation:

Staff recommend approval and appropriation of these funds.

Alternatives:

Funds that are not appropriated will need to be returned to the Virginia Department of Social Services.

Attachments:

N/A

APPROPRIATION
Virginia Department of Social Services One-Time Funding for Benefits Programs
\$16,877.19

WHEREAS, The Charlottesville Department of Social Services has received Federal and State funding in the amount of \$16,877.19 to be used for benefits programs staffing and operations.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$16,877.19 is hereby appropriated in the following manner:

Revenue – \$16,877.19

Fund: 212 Cost Center: 9900000000 G/L Account: 430080

Expenditures - \$16,877.19

Fund: 212 Cost Center: 3301005000 G/L Account: 510030

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$16,877.19 from the Virginia Department of Social Services.



Agenda Date:	December 21, 2020
Action Required:	Appropriation
Presenter:	Mike Rogers, Deputy Chief – Business Services, Charlottesville Fire Dept.
Staff Contacts:	Mike Rogers, Deputy Chief – Business Services, Charlottesville Fire Dept.
Title:	Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program - \$3,498,300.00

Background:

The Staffing for Adequate Fire and Emergency Response Grants (SAFER) was created to provide funding directly to fire departments and volunteer firefighter interest organizations to help them increase or maintain the number of trained, "front line" firefighters available in their communities.

The goal of SAFER is to enhance the local fire departments' abilities to comply with staffing, response and operational standards established by the National Fire Protection Association's 1710 (NFPA 1710) - Standard for the Organization and Deployment of Fire Suppression, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments.

Discussion:

This SAFER grant program award will allow the city to hire 15 firefighters to place into fire operations bringing the fire department closer in line with 1710 standards. These positions will allow the fire department to keep a minimum compliment of firefighters on fire apparatus while simultaneously allowing the department to staff two emergency medical transport units 24 hours day. The grant will allow for transport unit staffing without drawing down firefighters from fire apparatus, and will allow the department to not rely on overtime positions to cover transport unit staffing and/or backfill for firefighters staffing these two transport units.

Of the two transport units in service three personnel have been hired to date for staffing. With no available fire suppression staffing to address this staffing need presently, six firefighters are needed to offset the needed compliment on Fire Medic 10 at the Fontaine Ave. Fire Station, and nine firefighters are needed to offset the compliment needed to bring Fire Medic 1 online as a 24 hour unit at the Ridge Street Fire Station.

These 15 firefighters will be evenly dispersed across the department’s three shifts to accomplish this staffing and deployment model.

Alignment with Council Vision Areas and Strategic Plan:

The SAFER Grant Program award supports the City’s mission “We provide services that promote equity and an excellent quality of life in our community” by providing supplemental funding at 100% for the first three years of employment for the 15 firefighters. With this funding being put towards these additional firefighter positions we are better able to deploy our responders to more safely and efficiently deliver emergency services to the citizens, students, business community members, and guests of the City.

The monetary assistance from this grant also aligns with Goal 2.1, Reduce adverse impact from sudden injury and illness and the effects of chronic disease by allowing the department to fully staff two emergency medical transport units, as well as elements within Goal 5 - A Well-managed and Responsive Organization.

Community Engagement:

N/A

Budgetary Impact:

Under the FY20 SAFER grant award structure, the grant covers 100% of the base salary and benefits for 15 firefighters as outlined in the grant application for the first three years. On March 10, 2024 the city will fully assume the salaries and benefits initially covered by the SAFER grant program.

During the grants three year period of performance the annual breakdowns are:

Base Salary/Benefits	03/10/21-03/09/22	03/10/22-03/09/23	03/10/23-03/09/24	03/10/2024-Onward
Federal	1,166,100.00	1,166,100.00	1,166,100.00	0
Local	0	0	0	1,166,100.00

The breakdown for the base salary and benefits submitted at the time of the grant application are:
 Annual base salary = \$43,680.00
 Annual base benefits = \$34,060.00
 Total base per firefighter = \$77,740.00 (x15 = \$1,166,100.00/yr.)

Recommendation:

Staff recommends approval and appropriation of grant funds.

Alternatives:

If the SAFER grant program funding is not appropriated, the Fire Department will not be able to utilize this supplemental funding to hire any of the 15 firefighters allocated from the grant award.

Attachments:

Appropriation

APPROPRIATION

**Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program
\$3,498,300.00**

WHEREAS, the Department of Homeland Security/Federal Emergency Management Agency has awarded a grant to the Fire Department, through the City of Charlottesville, specifically for firefighter hiring;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that a total of \$3,498,300.00 be appropriated in the following manner:

Revenues - \$3,498,300

\$3,498,300 Fund: 211 I/O: 3201005100 G/L Account: 431110

Expenditures - \$3,498,300

\$3,498,300 Fund: 211 I/O: 3201005100 G/L Account: 519999

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the continual reimbursement for hours worked during the period of performance and shall be considered a continuing appropriation unless further altered by Council.

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



Agenda Date:	December 21, 2020
Action Required:	Appropriation of CARES Act Funding
Presenter:	Chris Cullinan, Director of Finance
Staff Contacts:	Chris Cullinan, Director of Finance Lauren Hildebrand, Director of Utilities Richard Palumbo, Utility Billing Manager
Title:	COVID-19 Municipal Utility Relief Program to Assist Customers - \$182,801.59

Background:

On November 9, 2020, Governor Ralph Northam announced an allocation of \$60 million in Coronavirus Aid, Recovery, and Economic Security (CARES) Act money in order to assist municipal utility customers experiencing economic hardship due to the COVID-19 pandemic. A municipal utility that provides electric, gas, water, or wastewater services was eligible to apply for the assistance. The City received a memo on November 19, 2020 that requested applications be submitted before the close of business November 30, 2020. The City submitted its application on November 24, 2020 which included arrearages on utility bills over 60 days and 30 days as of October 31, 2020. Arrearages that occurred before March 1, 2020 are not eligible for assistance. On December 7, 2020, the City received the award letter from the Commonwealth of Virginia in the amount of \$182,801.59.

Discussion:

The award letter provides guidance that municipal utilities have to follow. Any customer, residential or non-residential with the exception of a government entity, is eligible for utility bill arrearage assistance. Utility customers must apply and certify, via a Customer Intake Form returned to the City by a specified date, that the utility bill arrearages are due to the COVID-19 economic hardship and the application is for arrearages owed between March 1, 2020 and December 30, 2020.

Municipal utilities must prioritize assistance first to customers with accounts over 60 days in arrears and next for accounts 30 days in arrears. Since the amount of the award is less than the total amount of arrearages for utility customers, not all utility customer bill arrearages will be fully satisfied. Any funds that are not expended by the municipal utility must be returned to the Commonwealth of Virginia by January 29, 2021.

Alignment with City Council’s Vision and Strategic Plan:

This funding supports and contributes to Goal 5 of the Strategic Plan, a well-managed and responsive organization; Objective 2.3, improve community health and safety outcomes by connecting residents with effective resources and Objective 3.2, to provide reliable and high quality infrastructure.

Community Engagement:

City staff will notify eligible customers via phone and mail about this program. The mailing will include a letter notifying customers they are eligible to apply for the CARES funds, with a link to the fillable Customer Intake Form on the website. If a customer needs help with the form or requires a paper copy of the form, City staff will be available to assist the customer and/or mail the form to the customer. After about a week, a postcard will be sent to the customer that received the letter in order to remind eligible utility customers to complete and submit the Customer Intake Form in the required time.

Budgetary Impact:

This has no impact on the General Fund or the Utilities Enterprise Funds. These funds will be appropriated to and expended from a designated fund. The funds will be distributed as credits towards a customer’s utility bill.

Recommendation:

Staff recommends approval and appropriation of CARES Act (COVID-19) Funding in the amount of \$182,801.59 to be used to assist municipal utility customers experiencing economic hardship due to the COVID-19 pandemic.

Alternatives:

There is no alternative. Funds must be used for utility bill arrearage assistance or returned to the Commonwealth of Virginia Department of Accounts.

Attachments:

Appropriation
Award Letter



Ralph S. Northam
Governor

R. Brian Ball
Secretary of
Commerce and Trade

COMMONWEALTH of VIRGINIA

Erik C. Johnston
Director

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

December 7, 2020

VIA EMAIL

Chris Cullinan
Director of Finance
City of Charlottesville

Re: Award Letter, Guidance, and Required Certification for COVID-19 Municipal Utility Relief Program to Assist Customers

Dear Chris Cullinan:

On behalf of Governor Northam, it gives me great pleasure to inform you that City of Charlottesville has been awarded federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funds pursuant to the Appropriation Act mandated State Corporation Commission application process in the amount of \$182,801.59 to assist with municipal utility customer relief for all eligible customers of City of Charlottesville. This funding is being provided under CFDA 21.019 – Coronavirus Relief Funds (CRF). Additional details concerning this program including guidance, requirements, and several model forms are included in the following pages.

Additional guidance concerning this program has been included with this letter, including a model customer intake form. Please read this carefully before proceeding with additional steps. Given the tight timeline for utilization of these funds and to ensure each utility directly receives these funds in an expedited manner you must return the attached certification in partnership with a city or county that will act as the fiscal agent to receive the funds from the Department of Accounts (DOA) and the city or county will then forward funds to the municipal utility to implement the program for the utility's customers. Once the project is complete, DOA will follow up regarding project outcomes and compliance. I want to reiterate that it is incumbent on City of Charlottesville and the partnering city or county to ensure project expenses are properly documented and verified in case of audit.

For questions contact DHCD staff member David Conmy at utility@dhcd.virginia.gov.

Sincerely,

A handwritten signature in black ink that reads "Erik C. Johnston".

Erik Johnston
Director, Virginia Department of Housing and Community Development

CC: David Von Moll, Comptroller, Department of Accounts
Encl: COVID-19 Municipal Utility Relief Program Guidance, Certification Form and Addendum, and Model Customer Intake Form

COVID-19 MUNICIPAL UTILITY RELIEF PROGRAM:

Guidance and Required Certification

Based on the response that the Virginia State Corporation Commission (SCC) received from your utility system in the Application for Coronavirus Relief Funds (Municipal Utilities), the SCC has determined your award amount which is reflected in your award letter. Accordingly, the award letter, guidance, and required certification will serve as the next steps in facilitating this program.

Fundamentally, the goal of this program is to assist municipal utility customers experiencing economic hardship due to the COVID-19 pandemic. As such, and because quick action is essential in order to address the public health needs of municipal utility customers, your award amount must be disbursed through a partnering county or city that will serve as the fiscal agent with the Department of Accounts (DOA) disbursing funds and having responsibility for sub recipient monitoring. Consequently, municipal utility systems, especially those that are not directly managed by a city or a county, will need to partner with a city or county to serve as the fiscal agent for this program. Cities and counties may serve as the fiscal agent for more than one municipal utility system. In order to receive your CRF funding for this program, the chief administrative officer for the partnering city or county and the authorized official representing the municipal utility will be required to certify their respective organization's participation in this program and its adherence to all associated CARES Act regulations. A standard certification for this program requiring signatures from both officials on behalf of their respective organizations has been included near the end of this document.

Please note that the U.S. Treasury guidance requires attestation by utility customers of the COVID-19 economic hardship, which means utilities will need to collect and save these customer attestations before forgiving eligible arrearages.

Any customer – with the exception of any government entity – shall be eligible for such arrearage assistance. Municipal utilities are encouraged to pay the full amount of arrearages owed by eligible customers that apply for arrearages owed from the March 1, 2020, through December 30, 2020 time period. Funds can only be used to provide direct assistance to customer accounts over 30 days in arrears during the covered period. Municipal utilities must prioritize assistance first to customers with accounts over 60 days in arrears and then for accounts 30 days in arrears. Municipal utilities are also encouraged to use their discretion to establish a maximum award amount for non-residential customers to ensure the majority of the available assistance awarded is not awarded to large customers. Arrearage assistance programs must strive for equity in program outreach to all customers and should focus outreach efforts on COVID-19 impacted customers.

The SCC has calculated the proportional share of available funding for each municipal utility system that applied by the SCC's November 30th application deadline. This information was forwarded to DHCD, which is facilitating the award letter and certification process for municipal utilities and their partnering city or county. These certifications will be accepted by DHCD on a

rolling basis after the date your award letter was distributed. **The awarded municipal utility and their city or county fiscal agent will be required to certify to abide by U.S. Treasury guidance and other regulatory matters concerning the use of CRF funds.** The intent is for this allocation to pass through the county or city directly to the municipal utility to serve eligible municipal utility customers. The municipal utility as the customer utility relief program operator should develop a sub agreement with the county or city fiscal agent assuring the city or county fiscal agent that the municipal utility will be responsible for compliance with state and federal law. Upon receipt by DHCD of this certification and award letter from the county/city and municipal utility, the Department of Accounts (DOA) will then distribute funds directly to cities and counties, which will serve as the fiscal agent on behalf of their partner municipal utility(ies). DOA will also be the lead state agency working with the city or county and their partnered utility system(s) on monitoring to ensure compliance with the program and federal guidelines.

All applicants must certify that all administrative expenses for direct program implementation and direct relief provided to eligible customer arrearages for the covered time period March 1, 2020 – December, 30 2020 will be expended and any unspent funds returned to DOA by COB Friday January 29, 2021.

Participating cities and counties may allow municipal utilities and their partners working directly to implement this program to utilize up to 5% of their allocation for direct administrative costs to support management of relief programs. **Proper recordkeeping on these administrative costs must also be maintained and made available for auditing purposes.**

Additionally, it is important for participating localities to refrain from providing dual benefit to customers who have already received some level of assistance through other existing programs funded by the CARES Act for the same months of arrearages. An example is to ensure business customers have not received utility relief for the same time period through the Rebuild Virginia Grant Fund or local CARES Act relief.

Please note that approval of a CRF allocation for purposes of this utility arrearage program does not represent any assurance, legal or otherwise, that the approved project complies with all federal guidelines related to the use of these funds. Cities and counties in addition to their partner municipal utility(ies) are strongly encouraged to consult their legal counsel prior to expending the federal CRF funds that have been awarded through this program.

Chiefly, municipal utilities must justify and document use of CRF funds by assisting customers who are experiencing economic hardship due to the COVID-19 pandemic. Therefore, such applications will require self-certification by municipal utility customers in order to be considered eligible for arrearage relief. A standard self-certification form/questionnaire is included near the end of this document that cities and counties and their partner municipal utility(ies) are encouraged to utilize. **Documentation of self-certification for all municipal utility customers participating in this program is required for state auditing purposes so please maintain accurate records for all customers receiving support from the program.** This certification may also be collected through other means such as over the phone interviews or

through an online form but should generally be harmonious with the form/questionnaire provided. Utility Customers may only receive a direct payment subsidy from this award once, per the state budget requirement. Utilities may not direct any funds provided to new deposits, down payments, fees, late fees, interest charges or penalties.

Federal CARES Act Guidance:

It is extremely important to know and comply with all of the federal conditions that exist for CRF allocations. To that end, please refer to the federal guidance and frequently asked questions:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

This information is routinely updated, so guidance may have changed since you last consulted it.

Compliance with the federal guidance is the responsibility of the city or county submitting the application on behalf of a municipal utility and failure to do so could result in disallowed expenses requiring repayment of the associated funds to the federal government. If the city or county fails to repay any funds spent for nonqualifying expenses on behalf of a municipal utility as required by the federal government, the State Comptroller will recover such amounts from future state payments to the locality via the State Aid Intercept Program. Consequently, cities and counties are encouraged to develop agreements or memorandums of understanding (MOU) with their partner municipal utility system(s) to indemnify cities and counties in the event the municipal utility system does not adhere to U.S. Treasury guidelines and consequently subjects the city or county to such State Aid Intercept action(s).

In addition to the revised federal guidance, on September 2, 2020, the U.S. Treasury's Office of the Inspector General issued information related to reporting and audit requirements. Information regarding the audit and reporting requirements can be found at the same link provided above. Further, the State Comptroller's office (DOA) has sub-recipient monitoring responsibilities that will necessitate evaluation and additional correspondence with cities and counties regarding the use of funds. Again, cities and counties are encouraged to develop MOUs that will help establish clarity concerning responsibility and accountability among all parties regarding this requirement.

As a reminder, the overarching federal guidance states that these funds must be used for qualifying expenses of state and local governments. Specifically, the CARES Act provides that payments from the CRF may only be used to cover costs that:

1. are necessary expenditures incurred due to the public health emergency with respect

- to the Coronavirus Disease 2019 (COVID–19);
2. were not accounted for in the budget most recently approved as of March 27, 2020, (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

The federal guidance continues to state that the CRF funds can be used only for the direct costs associated with the response to the COVID-19 pandemic and cannot be used to address revenue shortfalls. CRF funds should be considered "one time" monies and should not be used for ongoing services and/or base operations. Furthermore, fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Any unspent funds must be returned to DOA no later than COB January 29, 2021, so cities and counties working on behalf of their partner municipal utility(ies) are strongly encouraged to factor that deadline into the administration of their local programs.

Required Certification

In order to receive the CRF funding amount calculated by SCC, each city and county and their partner municipal utility system(s) must complete a certification form (also at the end of this document). The certification form must be signed by the chief administrative officer for the city or county and the authorized official representing the municipal utility partner. In the event more than one municipal utility partners with a city or county, a separate certification will be needed for each partnership.

Before signing the certification, applicants are recommended to read and understand the federal guidance and the frequently asked questions contained in the links provided in Appendices A and B, respectively. The most recent information on this guidance and the frequently asked questions can be obtained at:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

and

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

Please note that the certification statement includes an acknowledgment that recipients may not receive reimbursement or recipients may be required to return funds to the federal government if it is determined that those funds were spent for purposes that do not qualify. It is important to understand that the burden of ensuring that all CRF funds are spent for qualifying purposes falls to the city or county working on behalf of the municipal utility. Again, cities and counties are encouraged to develop MOUs that will help establish clarity concerning responsibility and accountability among all parties regarding this requirement.

Awardees are responsible for maintaining all necessary documentation to ensure compliance with the federal requirements. The State Comptroller is responsible for all sub-recipient monitoring and may require additional information in the future from each city or county and/or their partner municipal utility system(s) to address that responsibility.

If the federal government determines that awardees have used CRF funds for purposes that do not qualify, awardees must return those funds to the state promptly so that they may be returned to the federal government. As a condition of receiving CRF funds, awardees agree that the Commonwealth can use State Aid Intercept to recover any funds from the corresponding city or county necessary for expenses that were not for a qualifying purpose or not for expenses incurred during the eligible time period. Consequently, cities and counties are encouraged to develop agreements or memorandums of understanding (MOU) to indemnify cities and counties in the event the partner municipal utility system(s) does not adhere to U.S. Treasury guidelines and consequently subjects the city or county to such State Aid Intercept action(s).

Submission of Certification

The certification form on the next page contains more specific details on the responsibilities of the city and county and partnered municipal utility.

The signed certification form should be submitted to DHCD through the following web portal: <https://survey.alchemer.com/s3/6053803/COVID-19-Municipal-Utility-Relief>. Certifications will be accepted on a rolling basis.

If you have any questions regarding the appropriate use of CRF funds, please refer to the U.S. Treasury Website and guidance linked above. For questions about this process or technical questions about the certification form or the distribution of the funds, please first refer to the FAQ documents provided and then send unresolved inquiries to: utility@dhcd.virginia.gov

Certification:

(Please update the yellow highlighted fields as it pertains to your circumstances)

CERTIFICATION for RECEIPT of CORONAVIRUS RELIEF FUND PAYMENTS

by

(CITY OR COUNTY NAME)

on behalf of

(MUNICIPAL UTILITY NAME)

We, the undersigned, represent **(CITY OR COUNTY NAME)** and are working in partnership with **(MUNICIPAL UTILITY NAME)** (the utility), and we certify that:

1. The intent is for this allocation to pass through the county or city directly to the municipal utility to serve all eligible Virginia municipal utility customers. The customer utility relief program operator should develop a subagreement with the county or city fiscal agent that ensures they will be responsible for compliance with state and federal law.
2. We have the authority to request direct payment, on behalf of the utility from the Commonwealth of Virginia, of revenues from the Coronavirus Relief Fund (CRF) pursuant to section 601(b) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
3. We understand that the Commonwealth of Virginia will rely on this certification as a material representation in making a direct payment to the city or county.
4. The city or county and municipal utility's proposed uses of the funds received as direct payment from the Commonwealth of Virginia under section 601(b) of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for the utility; and
 - c. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
5. Any funds that are not expended or that will not be expended on necessary expenditures incurred before December 30, 2020, by the municipal utility or its grantee(s), must be returned to Commonwealth of Virginia no later than January 29, 2021, and that the Commonwealth of Virginia is entitled to invoke State Aid Intercept to recover any such unexpended funds.
6. We understand that customer attestations of the COVID-19 economic hardship must be obtained and saved by the utility relief program before forgiving arrearages.
7. We understand that the municipal utility will not receive continued funding beyond

December 30, 2020, from any source to continue paying expenses or providing services that were initiated or previously supported from CRF funds prior to December 30, 2020.

8. Funds received as a direct payment from the Commonwealth of Virginia pursuant to this certification must adhere to official federal guidance issued or to be issued regarding what constitutes a necessary expenditure.
9. Up to five percent of funds allocated to individual localities may be used for direct administrative costs to support management of the utility relief programs.
10. Any CRF funds expended by the municipal utility or its grantee(s) in any manner that does not adhere to official federal guidance or COVID-19 Municipal Utility Relief Program guidance shall be returned to the Commonwealth of Virginia within 30 days of a finding that the expenditure is disallowed, and that the Commonwealth of Virginia is entitled to invoke State Aid Intercept on the city or county serving as fiscal agent to the partner municipal utility system to recover any and all such funds that are not repaid within 30 days of a finding that the expenditure is disallowed.
11. As a condition of receiving the CRF funds pursuant to this certification, the city or county on behalf of the municipal utility system shall retain documentation of all uses of the funds, including but not limited to payroll time records, invoices, direct administrative costs, and/or sales receipts. Such documentation shall be produced to the Commonwealth of Virginia upon request.
12. The city or county on behalf of the municipal utility system must maintain proper accounting records to segregate these expenditures from those supported by other fund sources and that all such records will be subject to audit.
13. Any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected revenue collections from taxes, fees, or any other revenue source.
14. Fund payments may not be used for government revenue replacement, including the replacement of unpaid municipal utility fees.
15. Any CRF funds received pursuant to this certification will not be used for expenditures for which the municipal utility and its subrecipients have received funds from any other emergency COVID-19 supplemental funding (whether state, federal, or private in nature) for that same expense nor may CRF funds be used for purposes of matching other federal funds unless specifically authorized by federal statute, regulation, or guideline.

We certify that we have read the above certification and our statements contained herein are true and correct to the best of our knowledge.

City or County Chief Administrative Officer (CAO)	Authorized Official Representing Municipal Utility Allocated Funds by SCC
Name of City or County:	Name of Municipal Utility:
Printed Name of CAO:	Printed Name of Municipal Utility Official:
Signature:	Signature:
Title:	Title:
Date:	Date:

Please provide city/county DUNS number: _____

Please provide municipal utility DUNS number: _____

Certification Addendum

(Please update the yellow highlighted fields as it pertains to your circumstances)

Federal Requirements for information to be included in agreement between county/city and municipal utility

§200.332 Requirements for pass-through entities.

All pass-through entities must:

(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

(1) Federal award identification. (Federal Coronavirus Aid, Relief and Economic Security Act (CARES ACT, Coronavirus Relief Fund))

(i) Subrecipient name (which must match the name associated with its unique entity identifier);
(Name of Municipal Utility with SCC allocation)

(ii) Subrecipient's unique entity identifier; (Municipal Utility's DUNS number. If municipal utility does not have, please note)

(iii) Subaward Period of Performance Start and End Date; (Determined by city/county and utility given program start date and January 29, 2021, deadline to return funds)

(iv) Subaward Budget Period Start and End Date; (Determined by city/county and utility given program start date and January 29, 2021, deadline to return funds)

(v) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient; (Amount in final award letter)

(vi) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation; (Amount in allocation letter plus any other federal grant to from county/city to the utility)

(vii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity; (Amount in final award letter plus any other federal grant to from county/city to the utility)

(viii) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA); (Coronavirus Relief Fund: Municipal Utility Relief Program to Assist Customers)

(ix) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity; (U.S. Treasury Department/County or City/Contact for County or City Awarding Official)

(x) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement; (CFDA Number and Title are 21.09, Coronavirus Relief Funds)

(xi) Identification of whether the award is R&D; and (This is not R&D award)

(xii) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per §200.414. (No indirect costs can be charged by county/city or municipal utility)

Appendix A is available at: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

Appendix B is available at: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

COVID-19 MUNICIPAL UTILITY RELIEF PROGRAM

Utility Arrearage Assistance

Model Customer Intake Form

GENERAL INFORMATION

1. Date of Customer's Application: _____
2. Account Number or Other Unique Identifier of the Customer Utility Bill: _____
3. Total Arrearage from March 1, 2020 – December 30, 2020 that is due (Provided by Municipal Utility with statement demonstrating amount attached): _____
4. Street Address (where utility service is provided): _____

5. City or County (where utility service is provided): _____
6. State (where utility service is provided): _____
7. ZIP Code (where utility service is provided): _____
8. Customer Phone Number: _____
9. Customer Type:
 Residential
 Non-Residential

RESIDENTIAL CUSTOMERS COMPLETE THIS SECTION

1. Name of Residential Account Holder:

First	M.I.	Last	(Maiden)
-------	------	------	----------

2. For residential customers: place mark beside the applicable cause of economic hardship if you or a person in your household has experienced a loss of income due to the COVID-19 pandemic (check all that apply):

- been laid off;
- place of employment has closed;
- have experienced a reduction in hours of work;
- must stay home to care for children due to closure of day care and/or school;
- lost child or spousal support;

- _____ not been able to work or missed hours due to contracting COVID-19;
- _____ unable to find work due to COVID-19;
- _____ unwilling/unable to participate in previous employment due to high risk of severe illness from COVID-19
- _____ other (describe) _____

NON-RESIDENTIAL CUSTOMERS COMPLETE THIS SECTION

1. Name of Non-Residential Account Holder: _____
2. Property Name: _____
3. Is the utility fee arrearage due to economic hardship experienced by the customer as a result of the COVID-19 pandemic? (Check Y/N)
4. _____ YES (Eligible for relief; provide explanation below.)
5. _____ NO (Not eligible for relief.)
6. Provide an explanation of the COVID-19 related economic hardship:

CARES Act assistance application may:

- Assist for bills dated March 1, 2020, to December 30, 2020, and may not be used for past due amounts prior to this time period or after this time period.
- Funding is designed to be a one-time opportunity, with only one payment per household (for residential) or account holder and their successors (for non-residential).
- Funding can be used for the following bills:
 - _____ Water
 - _____ Wastewater
 - _____ Electric
 - _____ Gas

Applicant's Certification:

- I desire to receive any assistance to which I am legally entitled under this program and its specifications.
- I certify that the reason I am eligible for this CARES Act assistance is correct to the best of my knowledge and belief.
- I understand that my signature on this form gives permission for the staff at (insert name of city or county and municipal utility) to verify records as necessary to verify my eligibility for assistance.

- I declare to the best of my knowledge that:
 - o (1) for residential applicants: I am the only person living in the household at the address shown on this form who has applied for this assistance, or
 - o (2) for non-residential applicants: I am the only person who has applied for/on behalf of the non-residential account holder, including their successors, at the address shown on this form and that I am not a government account holder.
- I certify that this customer has not received CARES act relief for any of the arrearages I am applying for from any other source including Rebuild VA Grants.
- I understand that if I give false information or withhold information in order to make myself eligible for benefits that I am not entitled to or apply for assistance at more than one site, I can be prosecuted for fraud and/or denied assistance in the future.
- I understand that the agencies involved in this program may verify all of the information which I have provided.
- I understand and my signature on this form gives permission to (insert name of municipal utility) to which I am applying to verify information concerning my need for assistance.
- Others?

Printed Name

Signature

Title (for non-residential account holders)

Municipal Utility Intake Information:	ACTION TAKEN	 Screener	 Date

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



Agenda Date:	December 21, 2020
Action Required:	Approval of Refund of Transient Occupancy Tax Payment
Presenter:	Todd Divers, Commissioner of the Revenue
Staff Contacts:	Jason Vandever, City Treasurer Todd Divers, Commissioner of the Revenue
Title:	Refund of Transient Occupancy Tax to LODGING ENTITY

Background:

LODGING ENTITY entered into a contract with a large local educational institution on July 17, 2020 to hold all 122 rooms for COVID-19 quarantine (commencing on July 27, 2020). The contract ran through the end of November 2020.

Per City Code Section 30-252 the City’s Transient Occupancy Tax does not apply to lodging obtained by any person for durations of greater than thirty (30) days. For purposes of local transient occupancy tax a corporate or other legal entity is considered a person per City Code Sec. 1-2.

LODGING ENTITY incorrectly charged the educational institution, and paid over to the City, the transient occupancy tax for the period from July 27, 2020 through August 31, 2020. Upon learning of the error, we instructed the lodging entity to stop billing the educational institution for the transient occupancy tax beginning with the month of September 2020.

The amount of transient occupancy tax that was incorrectly paid over to the City is \$29,865.60. This amount should be refunded to LODGING ENTITY so that they can in turn reimburse the local educational institution.

	Nights	Rooms	Room Rate	Tax Rate	Total
July	5	122	\$ 85.00	0.08	\$ 4,148.00
August	31	122	\$ 85.00	0.08	\$ 25,717.60
					<u>\$ 29,865.60</u>

Discussion:

City Code requires Council approval for any tax refunds resulting from an erroneous assessment in excess of \$2,500 (City Code Sec. 30-6b). Unlike in the case of business license refunds, interest is not required to be paid on refunds of local taxes outlined in Chapter 30 of the City Code when the refund is not due to an error on the part of the Commissioner of the Revenue.

Per City Code Sec. 30-6(b), the Commissioner of the Revenue has provided to the City Attorney information necessary to enable her to consent to the determination of the Commissioner of the Revenue that the tax paid by the taxpayer was erroneous and should therefore be refunded.

The refund has therefore been approved for presentment to Council by the City Attorney, Commissioner of the Revenue, and City Treasurer.

Alignment with City Council's Vision and Strategic Plan:

n/a

Budgetary Impact:

The refund will reduce current year Transient Occupancy Tax revenue (GL 410040) by \$29,865.60.

Recommendation:

Approval of the tax refund.

Alternatives:

n/a

Attachments:

Council Resolution

RESOLUTION
AUTHORIZING REFUND TO TAXPAYING ENTITY OF TRANSIENT
OCCUPANCY TAXES PAID IN ERROR FOR 2020

WHEREAS, the Commissioner of the Revenue has determined that a local lodging entity incorrectly collected and paid a portion of July 2020 and all of August 2020 transient occupancy tax on lodging receipts that were not subject to the Charlottesville transient occupancy tax ordinance; and

WHEREAS, the July 2020 and August 2020 transient occupancy tax were remitted to the City by the local lodging entity on time ; and

WHEREAS, the Commissioner of the Revenue has certified that a refund of taxes paid by an entity that entered into a contract with the lodging entity for lodging not subject to the transient occupancy tax is due in the amount of \$29,865.60; and

WHEREAS, City Code Section 30-6(b) requires City Council approval for any tax refund exceeding \$2,500.00; now, therefore,

BE IT RESOLVED by the Council for the City of Charlottesville, Virginia, that the City Council hereby authorizes the City Treasurer to issue a refund of \$29,865.60, payable to the local lodging entity for the purpose of providing reimbursement to the entity to which it incorrectly charged the transient occupancy tax .

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



Agenda Date:	December 21, 2020
Action Required:	Approval of Resolution
Presenter:	Jeanette Janiczek, UCI Program Manager
Staff Contacts:	Tony Edwards, Public Works Services Manager Jeanette Janiczek, UCI Program Manager
Title:	Reallocation of Highway Safety Improvement Program Funds - \$246,946.54

Background:

The City was awarded \$422,869 in Highway Safety Improvement Program funds to implement pedestrian improvements within the Hillcrest/Birdwood neighborhood. An additional \$694,753 was reallocated to this project from remaining State funding from completed transportation projects. A revised estimate for Hillcrest/Birdwood is projecting an excess of funds and it is proposed to transfer the following funds to two other Highway Safety Improvement Program projects - \$100,000 to the Washington Park/Madison Avenue Bicycle Connector Trail and \$146,946.54 to the Monticello Avenue and 2nd Street Intersection Pedestrian Improvements.

Discussion:

The Washington Park/Madison Avenue Bicycle Connector Trail's design has advanced to 60%/Right of Way plans and has a revised estimate showing a shortfall of \$100,000. Since project scoping, retaining walls have been added to the project to meet current ADA standards which accounts for the increased project estimate.

The Monticello Avenue and 2nd Street Intersection Pedestrian Improvements project's design has progressed to 90% and has a revised estimate showing a shortfall of \$146,946.54. Since project scoping, a traffic signal modification was included in the design to shorten the pedestrian crossing across Monticello Avenue, squaring up the intersection and improving signal efficiency/operation.

After reviewing the latest Hillcrest/Birdwood estimate, federal and state funds can be transferred to provide the needed funding for Washington Park/Madison Avenue Bicycle Connector Trail and the Monticello Avenue and 2nd Street Intersection Pedestrian Improvements projects. The

Virginia Department of Transportation has agreed to accommodate this request and this eliminates the need to reduce either project's scope or request additional local funds.

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

Approval of this agenda item upholds the City's commitment to create "a connected community" by improving upon our existing transportation infrastructure. In addition, it would contribute to Goal 3 of the Strategic Plan, Beautiful Environment; 3.1 Engage in robust and context sensitive urban planning and implementation; 3.2 Provide reliable and high quality infrastructure and 3.3 Provide a variety of transportation and mobility options.

Community Engagement:

Each project has conducted public participation/involvement activities. By transferring these federal and state funds, each of the three projects can move forward with their current scopes/design.

Budgetary Impact:

No additional City funding is required for this project. Previously appropriated federal and state funding would be transferred to eliminate need to reduce scoping/design or request additional local funding.

On-going maintenance will be required once improvements are constructed.

Recommendation:

Staff recommends approval and transfer of the funds.

Alternatives:

Deny transfer of federal and state funding.

Attachments:

Resolution

RESOLUTION

Reallocation of Highway Safety Improvement Program Funds

\$246,946.54

WHEREAS, a total of \$246,946.54 in federal and state funds for the Highway Safety Improvement Program requires transfer; and

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

Transfer From

\$ 246,946.54 Fund: 427 WBS: P-00694 G/L Account: 561425

Transfer To

Revenue

\$ 80,000 Fund: 426 WBS: P-01052 G/L Account: 430120

\$ 20,000 Fund: 426 WBS: P-01052 G/L Account: 430080

\$ 117,557.23 Fund: 426 WBS: P-01007 G/L Account: 430120

\$ 29,389.31 Fund: 426 WBS: P-01007 G/L Account: 430080

Expense

\$ 100,000 Fund: 426 WBS: P-01052 G/L Account: 599999

\$ 146,946.54 Fund: 426 WBS: P-01007 G/L Account: 599999

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



Agenda Date:	December 21, 2020
Action Required:	Approval of Resolution
Presenter:	Chris Gensic, Parks and Recreation
Staff Contacts:	Danny McClung, Parks and Recreation Ryan Davidson, Office of Budget and Performance Management
Title:	Capital Funding Transfer for the remaining Pen Park Tennis Court Renovations (P-00942) funding \$86,105.00

Background:

The City of Charlottesville, through Parks and Recreation, has funding budgeted to repair and resurfacing the Tennis courts at Pen Park. The project has been completed and has a balance of \$86,105.00. The department would like to reallocate the remaining funds to restructure the cover patio at Meadowcreek Golf Clubhouse. The structure supporting the roof trusses is woefully under sized. This is creating a very hazardous condition and must be corrected immediately. While fixing the structural issues we also would like to convert the area into a three season patio by enclosing the area with window kits. This will help to alleviate the lack of seating area due to the new COVID restrictions and guidelines. The Department would like to allocate the remaining funds to the lump sum/CIP account. If approved, \$86,105.00 will be appropriated into the lump sum account P-00834

Discussion:

The Parks and Recreation CIP project has remaining project balance, and no additional expenditure:

P-00942	Pen Park Tennis Court Renovations	\$86,105.00
---------	-----------------------------------	-------------

After the funds are transferred to the new project account, the above CIP accounts will be closed.

Community Engagement:

The Meadowcreek Clubhouse is used by golf and grill customers

Alignment with City Council's Vision and Strategic Plan:

Construction of this project will further council vision of being a great place to live for all our citizens.

Budgetary Impact:

No new funding is being appropriated. All funds will be transferred from funding previously appropriated in the Capital Improvement Program Fund.

Recommendation:

Staff recommends appropriation of funds.

Alternatives:

If grants funds are not appropriated, Parks and Recreation will have to find other CIP funds to complete the Restructuring of the covered patio.

Attachments:

Appropriation

RESOLUTION
Capital Funding Transfer for the Pen Park Tennis court project
\$86,105.00

WHEREAS, the City of Charlottesville, through Parks and Recreation, has \$86,105.00 leftover in the Pen Park Tennis Court Renovations CIP fund; and

WHEREAS, the City of Charlottesville, through Parks and Recreation, requires additional funding for the Restructuring of the covered patio;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$86,105.00 is hereby appropriated in the following manner:

Expenditures

Transfer From:

\$86,105.00	Fund: 426	WBS: P-00942	G/L Account: 599999
-------------	-----------	--------------	---------------------

Transfer to:

\$86,105.00	Fund: 426	WBS: P-00834	G/L Account: 599999
-------------	-----------	--------------	---------------------

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



Agenda Date: December 21, 2020

Action Required: Approval of Resolution

Presenter: Chris Gensic, Parks and Recreation

Staff Contacts: Danny McClung, Parks and Recreation
Ryan Davidson, Office of Budget and Performance Management

Title: Capital Funding Transfer for the Market Street Retaining Wall project - \$223,450

Background:

The City of Charlottesville, through Parks and Recreation, has funding budgeted to repair or replace the retaining wall at Market Street Park. Given that the entire park may be up for redesign and reconstruction, the wall at Market Street Park is not in a hazardous condition, and that the Maplewood cemetery wall is in need of major repair to correct hazardous conditions, the Department would like to allocate the remaining funds to the City Cemetery Restoration project/CIP account. If approved, \$223,450.00 will be appropriated into the City Cemetery Restoration account P-00718

Discussion:

The Parks and Recreation CIP project has remaining project balance, and no additional expenditure:

P-00768	Market Street Park Retaining Wall	\$223,450
---------	-----------------------------------	-----------

After the funds are transferred to the new project account, the above CIP accounts will be closed.

The City Cemetery Restoration project with a CIP account balance of \$23,038.50 is in need of additional funding to meet the cost estimate of over \$200,000 and get the project to bid. Once the project is complete, this CIP account will also be closed out.

Community Engagement:

The City Cemetery Restoration project is a restoration project of a historical city cemetery.

Alignment with City Council's Vision and Strategic Plan:

Construction of this project will further council goals of having a beautiful and sustainable natural and built environment by protecting historic and cultural resources

Budgetary Impact:

No new funding is being appropriated. All funds will be transferred from funding previously appropriated in the Capital Improvement Program Fund.

Recommendation:

Staff recommends appropriation of funds.

Alternatives:

If grants funds are not appropriated, Parks and Recreation will have to find other CIP funds to complete the City Cemetery Restoration project.

Attachments:

Resolution

RESOLUTION
Capital Funding Transfer for the Maplewood Cemetery Project project
\$223,450

WHEREAS, the City of Charlottesville, through Parks and Recreation, has \$223,450 leftover in the Market Street Park Retaining Wall CIP fund; and

WHEREAS, the City of Charlottesville, through Parks and Recreation, requires additional funding for the City Cemetery Restoration CIP fund for Maplewood Cemetery;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$223,450 is hereby appropriated in the following manner:

Expenditures

Transfer From:

\$223,450	Fund: 426	WBS: P-00768	G/L Account: 599999
-----------	-----------	--------------	---------------------

Transfer to:

\$223,450	Fund: 426	WBS: P-00718	G/L Account: 599999
-----------	-----------	--------------	---------------------

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	December 21, 2020
Action Required:	Approval of Resolution
Presenter:	Lisa Robertson, Acting City Attorney
Staff Contacts:	Lisa Robertson, Acting City Attorney Kyna Thomas, Clerk of Council
Title:	City Council Regular Meeting Schedule for 2021

Background:

Local municipalities may approve a regular Council meeting schedule for the calendar year in order to establish meeting dates for the year. The proposed schedule includes variances according to holidays and summer break.

Discussion:

Regularly scheduled Council meetings take place on the first and third Mondays of each month at 6:30 p.m. in Council Chambers at City Hall. During the Covid-19 State of Emergency, regular meetings are held electronically or virtually. If a regularly scheduled Council meeting falls on a holiday, then the meeting will take place on Tuesday. Council has previously chosen to take a summer break, and at its November 16, 2020, regular meeting, Council discussed canceling the January 4, 2021 meeting.

The proposed regular Council meeting schedule for 2021 is:

January 4 – no meeting	<i>Tuesday, July 6 – no meeting</i>
<i>Tuesday, January 19</i>	July 19
February 1	August 2
<i>Tuesday, February 16</i>	August 16
March 1	<i>Tuesday, September 7</i>
March 15	September 20
April 5	October 4
April 19	October 18
May 3	November 1
May 17	November 15
June 7	December 6
June 21	December 20

Italics indicate an adjusted date due to a holiday.

Alignment with City Council’s Vision and Priority Areas:

This aligns with Goal 4 of the strategic plan: *Be a well-managed and successful organization.*

Attachment: Resolution

RESOLUTION
Approval of City Council Regular Meeting Schedule for 2021

BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the following dates are approved for regularly scheduled Council meetings for 2021:

January 4 – **no meeting**

Tuesday, January 19

February 1

Tuesday, February 16

March 1

March 15

April 5

April 19

May 3

May 17

June 7

June 21

Tuesday, July 6 – **no meeting**

July 19

August 2

August 16

Tuesday, September 7

September 20

October 4

October 18

November 1

November 15

December 6

December 20

Italics indicate an adjusted date due to a holiday.

BE IT FURTHER RESOLVED that these dates will be published on the City’s calendar at www.charlottesville.gov and posted at the Clerk of Council’s office; and

BE IT FURTHER RESOLVED that should Council have a compelling reason to amend the schedule during the year, they may do so with a majority vote; should such a change occur, it will be publicized with a City press release, updated on the City’s calendar, and posted at the Clerk of Council’s office.

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	December 21, 2020
Action Required:	Approval of Ordinance
Presenter:	Lauren Hildebrand, Director of Utilities
Staff Contacts:	Chris Gensic, Parks and Trails Planner
Title:	Dominion Energy Underground Easement – Sugar Hollow

Background:

The City, as the owner of the Sugar Hollow Reservoir property at 6797 Sugar Hollow Road, has been requested to approve an easement to allow undergrounding of utilities near the Sugar Hollow Dam as part of Dominion’s Strategic Underground Program efforts to protect the electrical supply to critical facilities and in difficult-to-maintain locations.

Discussion:

The easement is to install a new electrical line underground adjacent to the road that will replace an above ground electrical line. Charlottesville Parks and Recreation and Rivanna Water and Sewer Authority staff have reviewed the proposed easement and survey and have no concerns with providing the easement.

Alignment with City Council’s Vision and Strategic Plan:

This contributes to Objective 3.2 of the Strategic Plan, to provide reliable and high quality infrastructure.

Community Engagement:

A public hearing is required by law to give the public an opportunity to comment on the proposed conveyance of a public interest. Notice of the public hearing was advertised in the local newspaper at least 7 days in advance of the public hearing.

Budgetary Impact:

Approval of the easement will not have any budget impact.

Recommendation:

Staff recommends approval of the easement to Dominion Energy in the Sugar Hollow Reservoir property.

Alternatives:

If the easement is not approved, the utility lines will remain overhead and be susceptible to electricity outages.

Attachments:

Proposed Ordinance, Right of Way Agreement and Plat

**AN ORDINANCE
GRANTING AN UNDERGROUND UTILITY EASEMENT TO
DOMINION ENERGY FOR INSTALLATION OF ELECTRIC POWER LINES
AT SUGAR HOLLOW RESERVOIR**

WHEREAS, the Virginia Electric and Power Service, a Virginia public service corporation doing business within Virginia as Dominion Virginia Power, has requested this Council to grant an easement across property owned by the City of Charlottesville within the Sugar Hollow Reservoir (Albemarle County Real Estate Parcel Identification Number 0250000000700), located at 6796 Sugar Hollow Road in Albemarle County, as described within a Right of Way Agreement (DVDIDNo(s). 13-17-0473) and accompanying Plat, for the installation and maintenance of underground electric utility lines and related equipment; and

WHEREAS, in accordance with Virginia Code Sec. 15.2-1800(B), this City Council has conducted a public hearing on the requested easement;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Charlottesville, Virginia that the Mayor is hereby authorized to execute the Right of Way Agreement, and such other documents as may be requested by Dominion Virginia Power, in a form approved by the Acting City Attorney, to convey the above-described utility easement to Dominion Energy.



**CITY OF CHARLOTTESVILLE
6796 SUGAR HOLLOW ROAD
0250000000700**

N/F
WILLIAM A JAMES
TAMMY C JAMES
6614 SUGAR
HOLLOW ROAD
02500000002300

N/F
WILLIAM A JAMES II
JESSICA E G JAMES
6612 SUGAR
HOLLOW ROAD
0250000000
023A0

N/F
WILLIAM A JAMES
TAMMY C JAMES
02500000002200

N/F
PARTHENIA STEVENS BRADLEY
CHARLES T STEVENS
ALICE S MARSHALL
BRADY FLETCHER STEVENS
3344 MIDDLE MOUNTAIN ROAD
02500000000800

SUGAR HOLLOW ROAD
±0.4 MILES TO
MIDDLE MOUNTAIN
ROAD

±657'
15'
DEV. UG
ESMT.

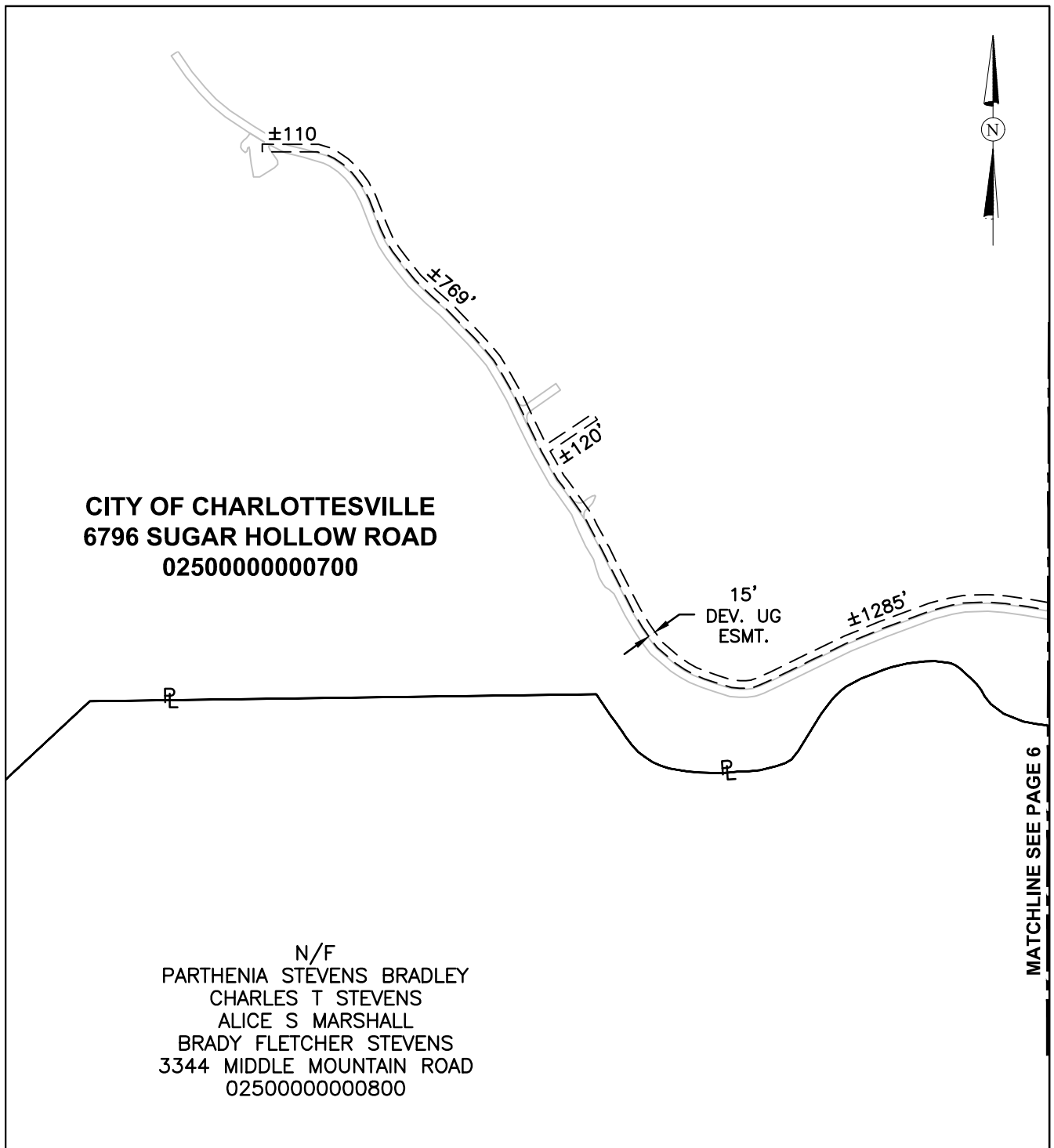
±226'

±266'

±52'

MATCHLINE SEE PAGE 7

LEGEND --- Location of Boundary Lines --- Right-of-Way 15' in Width. --- Indicate proper line is Right-of-Way Boundary 15' in Width. N/- Now or Formerly *NOT: Location of underground cable as installed will determine the center line of the easement.	District Charlottesville District-Township-Borough County-City Albemarle Co. VA White Hall Office North/West Region Estimator Number 10128500 Date /27/2020	PL-T TO RIGHT-OF-WAY - - - - - MENT VIRGINIA - L-CTRIC doing business as Do Page 6 of
	By J. Jones	OWNER INITIALS _____



CITY OF CHARLOTTESVILLE
6796 SUGAR HOLLOW ROAD
02500000000700

N/F
PARTHENIA STEVENS BRADLEY
CHARLES T STEVENS
ALICE S MARSHALL
BRADY FLETCHER STEVENS
3344 MIDDLE MOUNTAIN ROAD
02500000000800

MATCHLINE SEE PAGE 6

LEGEND - - - - Location of Boundary Lines - - - - of Right-of-Way 15' in Width. - - - - Indicate proper line is Right-of-Way Boundary 15' in Width. N/- Now or Formerly *NOT: Location of underground cable as installed will determine the centerline of the easement.	District Charlottesville District-Township-Borough County-City White Hall Albemarle Co. VA Office North/West Region Estimator Number 10128500 Date /27/2020	PLANT TO RIGHT-OF-WAY - - - - - MENT VIRGINIA ELECTRIC doing business as Do Page 7 of
	By J. Jones	OWNER INITIALS _____

row_10128500_0473_20200127.dwg



Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this _____ day of _____, 20____, by and between

CITY OF CHARLOTTESVILLE

("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia, with its principal office in Richmond, Virginia ("GRANTEE").

WITNESSETH:

1. That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, GRANTOR grants and conveys unto GRANTEE, its successors and assigns, the perpetual right, privilege and non-exclusive easement over, under, through, upon and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own internal telephone and other internal communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity, including the wires and facilities of any other public service company in aid of or to effectuate such internal telephone or other internal communication purposes; and for lighting purposes; including but not limited to the right:

1.1 to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as GRANTEE may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith; the width of said non-exclusive easement shall extend fifteen (15) feet in width across the lands of GRANTOR; and

Initials: _____

This Document Prepared by Virginia Electric and Power Company and should be returned to: Dominion Virginia Power, PO Box 26666, Richmond, VA 23261.

(Page 1 of Pages)
DVPIDNo(s). 13-17-0473
Tax Map No. 02500000000700

Form No. 728493-1 (Jul 2017)
© 2017 Dominion Energy

Right of Way Agreement

2. The easement granted herein shall extend across the lands of **GRANTOR** situated in Albemarle County, Virginia, as more fully described on Plat(s) Numbered 13-17-0473, attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of **GRANTEE**. **GRANTEE** shall have the right to inspect, reconstruct, remove, repair, improve, relocate on the easement, and make such changes, alterations, substitutions, additions to or extensions of its facilities as **GRANTEE** may from time to time deem advisable.

4. **GRANTEE** shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by **GRANTEE** shall remain the property of **GRANTOR**.

5. For the purpose of exercising the right granted herein, **GRANTEE** shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of **GRANTOR**. The right, however, is reserved to **GRANTOR** to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, **GRANTEE** shall have such right of ingress and egress over the lands of **GRANTOR** adjacent to the easement. **GRANTEE** shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to **GRANTOR**.

6. **GRANTEE** shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay **GRANTOR**, at **GRANTEE**'s option, for other damage done to **GRANTOR**'s property inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by **GRANTEE** in the process of the construction, inspection, and maintenance of **GRANTEE**'s facilities, or in the exercise of its right of ingress and egress; provided **GRANTOR** gives written notice thereof to **GRANTEE** within sixty (60) days after such damage occurs.

Initials: _____

(Page 2 of Pages)
DVPIDNo(s). 13-17-0473

Form No. 728493 2 (Jul 2017)
© 2017 Dominion Energy

Right of Way Agreement

7. **GRANTOR**, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with **GRANTEE'S** exercise of any of its rights hereunder. **GRANTOR** shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, **GRANTOR** may construct on the easement fences, landscaping (subject, however, to **GRANTEE'S** rights in Paragraph 4 of this Right of Way Agreement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with **GRANTEE'S** exercise of any of its rights granted hereunder. In the event such use does interfere with **GRANTEE'S** exercise of any of its rights granted hereunder, **GRANTEE** may, in its reasonable discretion, relocate such facilities as may be practicable to a new site designated by **GRANTOR** and acceptable to **GRANTEE**. In the event any such facilities are so relocated, **GRANTOR** shall reimburse **GRANTEE** for the cost thereof and convey to **GRANTEE** an equivalent easement at the new site.

8. **GRANTEE'S** right to assign or transfer its rights, privileges and easements, as granted herein, shall be strictly limited to the assignment or transfer of such rights, privileges and easements to any business which lawfully assumes any or all of **GRANTEE'S** obligations as a public service company or such other obligations as may be related to or incidental to **GRANTEE'S** stated business purpose as a public service company; and any such business to which such rights, privileges and easements may be assigned shall be bound by all of the terms, conditions and restrictions set forth herein.

9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed by **GRANTOR** contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials: _____

(Page 3 of Pages)
DVPIDNo(s). 13-17-0473

Form No. 728493-3 (Jul 2017)
© 2017 Dominion Energy

11. GRANTOR hereby represents to GRANTEE that, to the best of GRANTOR'S knowledge, (a) GRANTOR is seized of and has the right to convey this easement and the rights and privileges granted hereunder; and (b) GRANTEE shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges.

12. The individual executing this Right of Way Agreement on behalf of GRANTOR warrants that they have been duly authorized to execute this easement on behalf of said GRANTOR.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

IN WITNESS WHEREOF, GRANTOR has caused its name to be signed hereto by its authorized officer or agent, described below, on the date first above written.

APPROVED AS TO FORM: CITY OF CHARLOTTESVILLE

(Name) By: _____
Title: _____

(Title)

State of _____

County/City of _____, to wit:

I, _____, a Notary Public in and for the State of Virginia at Large, do hereby certify that this day personally appeared before me in my jurisdiction aforesaid

_____, _____, on behalf of the
(Name of officer or agent) (Title of officer or agent)

City of Charlottesville, Virginia, whose name is signed to the foregoing writing dated this _____ day of _____, 20__ , and acknowledged the same before me.

Given under my hand _____, 20__ .

Notary Public (Print Name) Notary Name (Signature)

Virginia Notary Reg. No. _____ My Commission Expires: _____



Right of Way Agreement

Exhibit A

THIS RIGHT OF WAY AGREEMENT dated _____, 20____, by and between the
CITY OF CHARLOTTESVILLE

a political subdivision of the Commonwealth of Virginia ("**GRANTOR**"), and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation doing business in Virginia as Dominion Energy Virginia ("**GRANTEE**") is hereby amended as follows:

1. This Right of Way Agreement shall be limited in duration and shall remain in force for a term of forty (40) years, except for any air rights together with easements for columns for support granted hereunder, in which case such air rights together with easements for columns for support shall exist for a term of sixty (60) years. At the end of any such term, this Right of Way Agreement shall automatically terminate unless **GRANTOR** agrees to renew this Right of Way Agreement for an additional term of years.
2. In the event that this Right of Way Agreement is terminated, or if the removal of **GRANTEE**'s facilities is otherwise desired by **GRANTOR**, then **GRANTOR** agrees that it will pay the cost of removing **GRANTEE**'s wires and facilities, and, if appropriate, the cost of replacing **GRANTEE**'s wires and facilities. Upon the termination of this Right of Way Agreement, **GRANTOR** agrees to provide **GRANTEE**, if needed by **GRANTEE**, a suitable substitute easement subject to the same terms provided for herein for **GRANTEE**'s wires and facilities. In the event that this Right of Way Agreement is revoked or terminated, all facilities constructed hereunder shall remain the property of **GRANTEE**.
3. **GRANTOR** covenants that in the event that **GRANTOR** sells or conveys the real property on which **GRANTEE**'s wires and facilities are located by this Right of Way Agreement, **GRANTOR** will provide **GRANTEE** with a suitable permanent easement for **GRANTEE**'s wires and facilities and, if necessary, pay the cost of relocating **GRANTEE**'s wires and facilities to such permanent easement.

GRANTOR:

CITY OF CHARLOTTESVILLE

_____ a political subdivision of the Commonwealth of Virginia

By: _____

Its: _____

DVPIDNo(s). 13-17-0473
(Page 5 of Pages)

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	December 21, 2020
Action Required:	Approval of Franchise Ordinance
Presenter:	John Blair, Acting City Manager
Staff Contacts:	Lisa Robertson, Acting City Attorney
Title:	Proposed Extension of Franchise Agreement

Background:

Eagle Real Estate, LLC has occupied public right of way within the City pursuant to a franchise agreement last approved by the City in 2015. Eagle has requested a new 5-year franchise term.

Discussion:

Eagle's existing Facilities have been in place since at least 2015. Eagle is not requesting additional Facilities and staff is not aware of any instances of noncompliance with the previously-granted franchise terms and conditions. Eagle is requesting a reduction of their Bond from \$25,000 to \$10,000. We recommend approval of this request, since Eagle has demonstrated its ability to comply with the franchise terms, and no new Facilities are proposed (the reduced bond amount is programmed into the proposed franchise ordinance).

Alignment with Council Vision Areas and Strategic Plan:

Communications infrastructure promotes economic sustainability and quality education.

Community Engagement: N/A

Budgetary Impact: N/A

Recommendation: Approval

Alternatives: None

Attachments:

- (1) Proposed 2020 Franchise Agreement (5-year Term)
- (2) Correspondence, Insurance Certificate, Bond Renewal

Attorneys Office

EAGLE CORPORATION
P. O. Box 1648
CHARLOTTESVILLE, VIRGINIA 22902
TELEPHONE (434) 971-2686

City of Charlottesville
Department of Neighborhood Development Services
605 E Main St
Charlottesville, VA 22902

Date: September 1, 2020

RE: Renewal of Telecommunications Franchise Agreement by Eagle Real Estate, LLC

Eagle Real Estate, LLC is requesting a renewal of the existing Telecommunications Franchise agreement for five (5) additional years to run through 2025. The company has complied with the terms of the existing agreement and wishes to extend the same terms with this renewal. A copy of the existing agreement is attached for your ease of reference.

Based on recent email communications with Lisa A. Robertson, Chief Deputy City Attorney, we are submitting this request along with the following information to support this renewal request.

It is our understanding that the mapping data referenced in section 305 of the agreement was provided previously and has not changed in the past 5 years.

An attached copy of our proof of insurance is included with this letter.

The company's account is in good standing with the City of Charlottesville and as of this letter has paid invoices that were presented to the company by the City.

Eagle Real Estate, LLC remains an operating business and legal entity at the same address as associated with the company for the original franchise agreement which is 1020 Harris St, Charlottesville VA 22903

The company would request a reduction to \$10,000.00 for the amount of the performance bond required in section 701 of the agreement. The company and its related business entities of Eagle Corporation and Allied Concrete Company continue to operate within the city contributing strongly to the tax revenues of the city. The company has complied with the matters of this agreement. There is no plans for any changes or additional installations of additional telecommunication facilities beyond what was installed 5 years ago. Given such considerations we requesting the above reduction.

If you have any questions regarding this renewal you may contact Larion Hostetler via email me L.Hostetler@EagleCorpUSA.com or by phone at (434) 971-2686.

We thank you for your consideration of this renewal.



David T. Paulson, President

Eagle Real Estate, LLC

Continuation Certificate

The Hartford Insurance Group

Surety - Miscellaneous



The Hartford Fire Insurance Company, (hereinafter called the Company), hereby continues in force its Bond No. 14BSBHF2794 in the sum of Twenty-Five Thousand (\$25,000.00) Dollars on behalf of Eagle Real Estate, LLC 1020 Harris Street, Charlottesville, VA 22903 in favor of City of Charlottesville for the (extended) term beginning on September 28, 2020 and ending on September 28, 2021. subject to all the covenants and conditions of said Bond, said Bond and this and all continuations thereof being one continuous contract.

This Continuation is executed upon the express condition that the Company's liability under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the sum of Twenty-Five Thousand (\$25,000.00) Dollars.

IN WITNESS THEREOF, the Company has caused this instrument to be signed by its officers proper for the purpose and its corporate seal to be hereto affixed on August 30, 2020.

Hartford Fire Insurance Company

By: Joelle L. LaPierre
Joelle L. LaPierre, Attorney in Fact



Attest: Shelby Wiggins

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: JAMES A SCOTT & SON INC

Agency Code: 14-730214

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint Joelle L LaPierre of Lake Mary, Florida, its true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. 14BSBHF2794

Naming Eagle Real Estate, LLC as Principal, and City of Charlottesville as Obligee,

in the amount of See Bond Form(s) on behalf of Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 13th day of February, 2020, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Noelle Ciccone
My Commission #FP029702
Expires June 20, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 30, 2020.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

FRANCHISE

TABLE OF CONTENTS

ARTICLE I 1
SECTION 101 PURPOSE AND SCOPE 1
SECTION 102 AUTHORITY TO MANAGE THE RIGHT OF WAY 1
SECTION 103 DEFINITIONS 2

ARTICLE II..... 2
SECTION 201 INITIAL INSTALLATION 2
SECTION 202 SUBSEQUENT INSTALLATION 2
SECTION 203 INSPECTION BY THE CITY 3
SECTION 204 AUTHORITY OF THE CITY TO ORDER CESSATION OF EXCAVATION 3
SECTION 205 LOCATION OF POSTS, POLES, CABLES AND CONDUITS 3

ARTICLE III 4
SECTION 301 ADMINISTRATION OF THE PUBLIC RIGHTS OF WAY 4
SECTION 302 SUBMISSION OF PROW PLAN 4
SECTION 303 GOOD CAUSE EXCEPTION 4
SECTION 304 DECISION ON PROW PLAN BY THE DIRECTOR 5
SECTION 305 MAPPING DATA 5

ARTICLE IV 5
SECTION 401 COMPLIANCE WITH ALL LAW AND REGULATIONS 5

ARTICLE V 6
SECTION 501 RELOCATION OF COMPANY FACILITIES WITHIN THE PUBLIC RIGHTS-OF WAY 6
SECTION 502 RIGHTS-OF WAY PATCHING AND RESTORATION 6

ARTICLE VI 8
SECTION 601 INDEMNIFICATION AND LIABILITY 8
SECTION 602 WAIVER BY THE CITY 9
SECTION 603 INSURANCE 9
SECTION 604 NEGLIGENCE AND INTENTIONAL ACTS 10

ARTICLE VII..... 10
SECTION 701 GENERAL REQUIREMENT OF A PERFORMANCE BOND 10
SECTION 702 CHANGED AMOUNT OF THE PERFORMANCE BOND 10
SECTION 703 PURPOSE OF PERFORMANCE BOND 11
SECTION 704 FEES OR PENALTIES FOR VIOLATIONS OF THE ORDINANCE 11

ARTICLE VIII 12
SECTION 801 COMPENSATION/PROW USE FEE 12
SECTION 802 FRANCHISING COSTS 12
SECTION 803 NO CREDITS OR DEDUCTIONS 12
SECTION 804 REMITTANCE OF COMPENSATION/LATE PAYMENTS, INTEREST ON LATE PAYMENTS 13

ARTICLE IX 13

SECTION 901 RESERVATION OF ALL RIGHTS AND POWERS	13
SECTION 902 SEVERABILITY	13
ARTICLE X	13
SECTION 1001 MAINTENANCE OBLIGATION	13
SECTION 1002 TREE TRIMMING	14
ARTICLE XI	14
SECTION 1101 INITIAL TERM OF FRANCHISE.....	14
SECTION 1102 APPLICATION FOR NEW FRANCHISE.....	14
SECTION 1103 OPERATION OF FACILITIES OWNED BY THE COMPANY WHILE RENEWAL IS PENDING	14
ARTICLE XII.....	14
SECTION 1201 NOTICE.....	14
SECTION 1202 EMERGENCY NOTIFICATION	15
SECTION 1203 REGISTRATION OF DATA	15
ARTICLE XIII	16
SECTION 1301 TERMINATION OF FRANCHISE	16
ARTICLE XIV.....	16
SECTION 1401 REMOVAL OF FACILITIES FROM THE PUBLIC RIGHTS-OF-WAY.....	16
SECTION 1402 ABANDONMENT OF FACILITIES OWNED BY THE COMPANY IN THE PUBLIC RIGHTS-OF-WAY.....	16
ARTICLE XV	17
SECTION 1501 PRIOR WRITTEN CONSENT FOR ASSIGNMENT.....	17
SECTION 1502 SUCCESSORS AND ASSIGNS	17
ARTICLE XVI.....	17
SECTION 1601 NONEXCLUSIVE FRANCHISE	17
ARTICLE XVII.....	17
SECTION 1701 ALL WAIVERS IN WRITING AND EXECUTED BY THE PARTIES	17
SECTION 1702 NO CONSTRUCTIVE WAIVER RECOGNIZED.....	18
ARTICLE XVIII.....	18
SECTION 1801 NO DISCRIMINATION	18
ARTICLE XIX.....	18
SECTION 1901 FORCE MAJEURE	18
ARTICLE XX	18
SECTION 2001 EFFECTIVE DATE.....	18

**AN ORDINANCE
GRANTING A 5-YEAR FRANCHISE TO
EAGLE REAL ESTATE, LLC
TO USE THE STREETS AND OTHER PUBLIC PLACES
OF THE CITY OF CHARLOTTESVILLE, VIRGINIA
TO INSTALL POLES, WIRES, CONDUITS, CABLES AND FIXTURES WITHIN
PUBLIC STREET RIGHTS OF WAY**

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia, that **EAGLE REAL ESTATE, LLC**, (“Company”), its successors and assigns, is hereby granted a franchise for a period of five (5) years from the effective date hereof and is hereby authorized and empowered to erect, maintain and operate certain facilities and equipment within public rights of way owned by the City of Charlottesville, Virginia (the “City”) as further set forth within this franchise its business may from time to time require; provided that:

ARTICLE I

SECTION 101 PURPOSE AND SCOPE

To provide for the health, safety and welfare of its citizens and to ensure the integrity of its roads and streets and the appropriate use of the Public Rights-of-Way, the City strives to keep the right-of-way under its jurisdiction in a state of good repair and free from unnecessary encumbrances.

Accordingly, the City hereby enacts this Ordinance relating to authorize use of the City’s public right-of-way by the Company for communications infrastructure. This Ordinance imposes regulations on the placement and maintenance of Company’s Facilities within the City’s PROW and requires the Company to bear financial responsibility for their Facilities. This Ordinance is intended to complement, and not replace, the regulatory roles of state and federal agencies.

SECTION 102 AUTHORITY TO MANAGE THE RIGHT OF WAY

This Ordinance is enacted pursuant to the authority granted to the City under its Charter as well as the authority conferred within Virginia Code Sections 15.2-2015, 15.2-2100, 56-460, 56-462(A), and other applicable federal and state statutory and administrative law provisions.

This Ordinance and any right, privilege or obligation of the City or Company hereunder, shall be interpreted consistently with federal and state statutory, administrative and common law, and such statutory, administrative or common law shall govern in the case of conflict. This Ordinance shall not be interpreted to limit the regulatory and police powers of the City to adopt and enforce other general ordinances necessary to protect the health, safety, and welfare of the public.

SECTION 103 DEFINITIONS

103.1 CITY means the City of Charlottesville, Virginia, a municipal corporation.

103.2 COMPANY means Eagle Real Estate, LLC, including its successors and assigns.

103.3 DIRECTOR means the Charlottesville City Manager, including any public officials or City employees to whom the City Manager delegates any responsibilities for administration or enforcement of this Ordinance.

103.4 FACILITY means any infrastructure, equipment or other tangible asset required to provide a utility service, which includes but is not limited to: cable television, electric, natural gas, communications, water, sanitary sewer and storm sewer services.

103.5 PATCH means a method of pavement replacement that is temporary in nature.

103.6 PAVEMENT means any type of improved surface that is within the PROWincluding but not limited to any improved surface constructed with bricks, pavers, bituminous, concrete, aggregate, or gravel or some combination thereof.

103.7 PUBLIC RIGHTS-OF-WAY or PROW means the entire width between the boundary lines of land owned by the City of Charlottesville, or in which the City has a property interest, that is used or dedicated for use for purposes of vehicular, bicycle, or pedestrian travel, regardless of whether such area is paved or unpaved, including airspace above and ground below such land. This definition does not include any state highway system owned or regulated by the Commonwealth Transportation Board.

ARTICLE II

SECTION 201 INITIAL INSTALLATION

The initial installation of Company's Facilities shall be in the locations shown on a PROW Drawing approved by the Director. Any additional installation of equipment, lines, cables or other Facilities shall be underground unless it shall be determined by the Director that it is not feasible to do so, in accordance with Article III.

SECTION 202 SUBSEQUENT INSTALLATION

202.1 SUBSEQUENT INSTALLATION MADE PURSUANT TO AN APPROVED PROW PLAN:

Additional Facilities installed within the PROW may be placed overhead or underground pursuant to an approved request by the Company made pursuant to Article III.

202.2 GENERAL PREFERENCE FOR UNDERGROUND FACILITIES: Company's Facilities shall be installed underground; however, the City recognizes that in some circumstances the placement of Facilities underground may not be feasible. In appropriate circumstances the Director may, in accordance with Article III, approve an above-ground installation.

202.3 INSTALLATION OF OVERHEAD FACILITIES: Whenever Company proposes new above ground Facilities, those Facilities shall be attached to or otherwise incorporated into existing above-ground Facilities, either the Company's or those of another utility. If the PROW Plan calls for overhead installation and existing Facilities cannot accommodate the proposed installation, the Company will clearly indicate in the PROW Plan its intended placement of new above-ground Facilities, and explanation of why undergrounding is not appropriate or feasible, in accordance with Article III.

202.4 FUTURE ORDINANCES: Nothing herein shall be construed to limit the authority of the city to adopt an ordinance that will restrict the placement of overhead lines for all utilities using the PROW within a defined area of the City.

202.5 CONDITIONS FOR RELOCATING UNDERGROUND: Company agrees that if, at some future time, the telephone and other utility lines on the posts, poles, and other overhead apparatus upon which the Company has placed some or all of its Facilities in the City's PROWs are relocated underground, the Company will also, at such time, relocate its Facilities on those posts, poles, and other overhead apparatus underground at its expense. Notwithstanding the foregoing, the City shall reimburse Company for any such relocation expense if such reimbursement is required by Section 56-468.2 of the Code of Virginia, or other applicable state law.

SECTION 203 INSPECTION BY THE CITY

The Company shall make work within the PROW available to the City and other government authorities for inspection at all reasonable times.

SECTION 204 AUTHORITY OF THE CITY TO ORDER CESSATION OF EXCAVATION

At the time of inspection, or any other time as necessary, the City may order the immediate cessation and correction of any work within the PROW which poses a serious threat to the life, health, safety or well being of the public.

SECTION 205 LOCATION OF POSTS, POLES, CABLES AND CONDUITS

Company's Facilities shall be placed in a manner that will not interfere with other utilities, public or privately-owned, and that will not adversely affect the safety and convenience of persons traveling through, on, or over, the City's Public Rights-of-Way.

SECTION 206 OBSTRUCTION OF THE PROW

The nature and placement of all Facilities within the PROW shall be limited to the details and information clearly specified within an approved PROW plan.

206.1 REMOVAL OF OBSTRUCTIONS: Any use or occupancy of the PROW that is not in accordance with an approved PROW plan shall be deemed an Obstruction that shall be promptly removed by the Company upon receipt of notice from the City. The City's

notice of the Obstruction will include a specified reasonable amount of time determined by the Director for the Company's removal of the obstruction, given the location of the obstruction and its potential for an adverse effect on the public's safety and the public's use of the PROW. If the Company has not removed the Obstruction from the PROW within the time designated within the notice, the City, at its election, will make such removal and the Company shall pay to the City its reasonable costs within thirty (30) days of billing accompanied by an itemized statement of the City's reasonable costs. If payment is not received by the City within the thirty (30) day period, the City Attorney may bring an action to recover the reasonable costs of the removal and reasonable attorney's fees in a court of competent jurisdiction pursuant to Section 56-467 of the Virginia Code. Reasonable costs may include, but are not limited to administrative, overhead mobilization, material, labor, and equipment related to removing the obstruction.

206.2 NO OBSTRUCTION OF WATER: The Company shall not obstruct the PROW in a manner that interferes with the natural free and clear passage of water in and through natural waterways, or through any gutters, culverts, ditches tiles or other conveyance.

206.3 PARKING, LOADING AND UNLOADING OF VEHICLES SHALL NOT OBSTRUCT THE PROW: Private vehicles of those doing work for the Company in the PROW must be parked in a manner that conforms to the City's applicable parking regulations. The loading or unloading of trucks must be done in a manner that will not obstruct normal traffic within the PROW, or jeopardize the safety of the public who use the PROW.

ARTICLE III

SECTION 301 ADMINISTRATION OF THE PUBLIC RIGHTS OF WAY

The City Manager is the public official charged with general supervision and control of City streets and PROW. The City Manager may delegate to appropriate public officials and personnel responsibility for administration and enforcement of this Ordinance.

SECTION 302 SUBMISSION OF PROW PLAN

At least thirty (30) days before beginning any installation, removal or relocation of its Facilities, the Company shall submit detailed construction plans to the Director for review and approval, which approval shall not unreasonably be withheld, conditioned, or delayed.

SECTION 303 GOOD CAUSE EXCEPTION

303.1 WAIVER: The Director, at his or her sole judgment, is authorized to waive the thirty (30) day requirement in Section 302 for good cause shown.

303.2 EMERGENCY WORK: The Company shall immediately notify the Director of any event

regarding its facilities that it considers to be an emergency. The Company will proceed to take whatever actions are necessary to respond to the emergency, or as directed by the Director.

If the City becomes aware of an emergency regarding the Company's facilities, the City will attempt to contact the Company's emergency representative as indicated in Section 1202. In any event, the City shall take whatever action it deemed necessary by the Director to make an appropriate and reasonable response to the emergency. The costs associated with the City's response shall be borne by the person whose facilities occasioned the emergency.

SECTION 304 DECISION ON PROW PLAN BY THE DIRECTOR

304.1 DECISION: The Director shall, within thirty (30) days, either approve the Company's construction plans or inform the Company of the reasons for disapproval. The Company shall designate a responsible contact person with whom the Director can communicate on all matters relating to the Company's Facilities.

SECTION 305 MAPPING DATA

Within thirty (30) days of the installation, relocation or removal of its Facilities within the PROW, Company shall provide to the City such geographic information as the City may deem necessary for its records, including but not limited to:

- (a) location and elevation of the mains, cables, conduits, switches, and related equipment and other Facilities owned by the Company located in the PROW, with the location based on (i) offsets from property lines, distances from the centerline of the Public Rights-of-Way, and curb lines; (ii) coordinates derived from the coordinate system being used by the City; or (iii) any other system agreed upon by the Company and the City;
- (b) the outer dimensions of such Facilities; and
- (c) a description of all appurtenances.

ARTICLE IV

SECTION 401 COMPLIANCE WITH ALL LAW AND REGULATIONS

This Ordinance shall in no way relieve the Company of its duty to obtain all other necessary permits, licenses, and permissions, or to pay all fees required by any applicable state or federal rule, law or regulation. Company shall comply with and fulfill all applicable federal, state and local laws and regulations, including ordinances, regulations and requirements of the City, regarding excavations and any other work in or affecting the PROW. The Company shall

perform all work in conformance with all applicable safety codes and regulations of governmental authorities having jurisdiction over the Facilities. By installing its Facilities within the PROW Company assumes responsibility for all work conducted by the Company, or any entity or person acting on its behalf.

ARTICLE V

SECTION 501 RELOCATION OF COMPANY FACILITIES WITHIN THE PUBLIC RIGHTS-OF WAY

Upon written notice from the Director of a planned improvement or alteration of the PROW, including, without limitation, any proposed relocation of City-owned utilities that will necessitate relocation of Company's Facilities, the Company shall relocate its Facilities, at its own expense, and shall complete the required relocation within one hundred eighty (180) days of receipt of the notice. At Company's request, the City may consent to a longer period, such consent not to be unreasonably or discriminatorily withheld, conditioned or delayed. Notwithstanding the foregoing, the City shall reimburse Company for any such relocation expense if such reimbursement is required by Section 56-468.2 of the Code of Virginia, or other applicable law.

SECTION 502 RIGHTS-OF WAY PATCHING AND RESTORATION

502.1 RESTORATION STANDARD: Where the Company disturbs or damages the PROW, the Director shall have the authority to determine the manner and extent of the restoration of the PROW. In exercising this authority, the Director shall be guided by the following considerations:

- (a) the number, size, depth and duration of the excavations, disruptions or damage to the PROW;
- (b) the traffic volume carried by the PROW; the character of the neighborhood surrounding the PROW;
- (c) the pre-excavation condition of the PROW and its remaining life expectancy;
- (d) the relative cost of the method of restoration to the Company balanced against the prevention of an accelerated deterioration of the right-of-way resulting from the excavation, disturbance or damage to the PROW; and
- (e) the likelihood that the particular method of restoration would be effective in slowing the depreciation of the PROW that would otherwise take place.

502.2 TEMPORARY SURFACING: The Company shall perform temporary surfacing patching and restoration including, backfill, compaction, and landscaping according to standards determined by, and with the materials determined by, the Director.

502.3 TIMING: After any excavation by the Company pursuant to this Ordinance, the patching and restoration of the PROW must be completed promptly. Unless otherwise specified by the Director, patching and restoration shall be performed in accordance with requirements of the City's Standards and Design Manual.

502.4 GUARANTEES: The Company guarantees its restoration work and shall maintain it for twenty-four (24) months following its completion. The previous statement notwithstanding, the Company will guarantee and maintain plantings and turf for twelve (12) months. During these maintenance periods, the Company shall, upon notification by the City, correct all restoration work to the extent necessary, using the method determined by the Director. Such work shall be completed after receipt of notice from the Director, within a reasonably prompt period, with consideration given for days during which work cannot be done because of circumstances constituting force majeure. Notwithstanding the foregoing, the Company's guarantees set forth hereunder concerning restoration and maintenance, shall not apply to the extent another company, franchisee, licensee, permittee, other entity or person, or the City disturbs or damages the same area, or a portion thereof, of the PROW.

502.5 DUTY TO CORRECT DEFECTS: The Company shall correct defects in patching, or restoration performed by it or its agents. Upon notification from the Director, the Company shall correct all restoration work to the extent necessary, using the method determined by the Director. Such work shall be completed after receipt of the notice from the Director within a reasonably prompt period, with consideration given for days during which work cannot be done because of circumstances constituting force majeure.

502.6 FAILURE TO RESTORE: If the Company fails to restore the PROW in the manner and to the condition required by the Director pursuant to Section 502.5, or fails to satisfactorily and timely complete all restoration required by the Director, the Director shall notify the Company in writing of the deficiency and shall allow the Company at least ten (10) days from receipt of the notice to cure the deficiency, or to respond with a plan to cure. In the event that the Company fails to cure, or fails to respond to the Director's notice as provided above, the City may, at its election, perform the necessary work and the Company shall pay to the City its reasonable costs for such restoration within thirty (30) days of billing accompanied by an itemized statement of the City's reasonable costs. If payment is not received by the City within the thirty (30) day period, the Director may bring an action in the name of the City for the recovery of reasonable costs of the restoration and reasonable attorney's fees in a court of competent jurisdiction pursuant to Section 56-467 of the Virginia Code. Reasonable costs may include, but are not limited to, administrative, overhead mobilization, material, labor, and equipment related to such restoration.

502.7 DAMAGE TO OTHER FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY: The Company shall be responsible for the cost of repairing any damage to land or improvement within the ROW caused by its actions or Facilities. If the Company damages City-owned facilities or improvements (such as, but not limited to: culverts, road surfaces, curbs and gutters, or tile lines) the Company shall correct the damage promptly after receiving

written notification from the Director. If the Company does not promptly correct the damage to the satisfaction of the Director, the Director may make such repairs as necessary and may charge all of the reasonable costs of such repairs to the Company. The Director shall provide the Company with an itemized statement of the City's reasonable costs incurred to repair the damage and a demand for payment. If payment is not received from the Company within thirty (30) days after sending the itemized statement and demand for payment, the City Attorney may bring an action to recover the reasonable costs of the restoration and reasonable attorney's fees in a court of competent jurisdiction pursuant to Section 56-467 of the Virginia Code. Reasonable costs may include, but are not limited to, administrative, overhead mobilization, material, labor, and equipment related to such repair.

502.8 DIRECTOR'S STANDARD: All determinations to be made by the Director with respect to the manner and extent of restoration, patching, repairing and similar activities under the franchise granted by this Ordinance, shall be reasonable and shall not be unreasonably conditioned, withheld, or delayed. The Company may request additional time to complete restoration, patching, repair, or other similar work as required under the franchise granted by this Ordinance, and the Director shall not unreasonably withhold, condition, or delay consent to such requests.

ARTICLE VI

SECTION 601 INDEMNIFICATION AND LIABILITY

601.1 SCOPE OF INDEMNIFICATION: Subject to the following, the Company agrees and binds itself to indemnify, keep and hold the City, City Council members, City officials and employees free and harmless from liability on account of injury or damage to persons, firms or corporations or property growing out of or directly or indirectly resulting from:

- (a) the Company's use of the City's PROW pursuant to this Ordinance;
- (b) the acquisition, erection, installation, maintenance, repair, operation and use of any poles, wires, cables, conduits, lines, manholes, facilities and equipment by the Company, its authorized agents, subagents, employees, contractors or subcontractors; or
- (c) the exercise of any right granted by this Ordinance or the failure, refusal or neglect of the Company to perform any duty imposed upon or assumed by the Company by or under this Ordinance.

601.2 DUTY TO INDEMNIFY, DEFEND AND HOLD HARMLESS: If a suit arising out of subsection (a), (b), (c) of Section 601.1, claiming such injury, death, or damage shall be brought or threatened against the City, its officers, or employees, either independently or jointly with the Company, the Company will defend, indemnify and hold the City harmless from and against any liability, cost, expense or judgment, of any nature whatsoever, resulting from

or in connection with any such suit, at the cost of the Company, provided that the City promptly provides written notice of the commencement or threatened commencement of the action or proceeding involving a claim in respect of which the City will seek indemnification hereunder. The Company shall be entitled to defend the suit through counsel of its own choosing provided that the Company must obtain the prior written approval of City of any settlement of such claims against the City, which approval shall not be unreasonably withheld or delayed more than thirty (30) days. If, in such a suit, a final judgment is obtained against the City, its officers, or employees, either independently or jointly with the Company, the Company will pay the judgment, including all reasonable costs, and will hold the City harmless therefrom.

SECTION 602 WAIVER BY THE CITY

The City waives the applicability of these indemnification provisions in their entirety if it:

- (a) elects to conduct its own defense against such claim;
- (b) fails to give prompt notice to the Company of any such claim such that the Company's ability to defend against such claim is compromised;
- (c) denies approval of a settlement of such claim for which the Company seeks approval; or
- (d) fails to approve or deny a settlement of such claim within thirty (30) days of the Company seeking approval.

SECTION 603 INSURANCE

603.1 The Company shall also maintain in force a comprehensive general liability policy in a form satisfactory to the Director and City Attorney, which at minimum must provide:

- (a) verification that an insurance policy has been issued to the Company by an insurance company licensed to do business in the Commonwealth of Virginia, or a form of self insurance acceptable to the City Attorney;
- (b) verification that the Company is insured against claims for personal injury, including death, as well as claims for property damage arising out of (i) the use and occupancy of the PROW by the Company, its agents, employees and permittees, and (ii) placement and use of Facilities owned by the Company in the PROW by the Company, its officers, agents, employees and permittees, including, but not limited to, protection against liability arising from completed operations, damage of underground Facilities and collapse of property;
- (c) verification that the City Attorney will be notified thirty (30) days in advance of cancellation of the policy or material modification of a coverage term;

- (d) verification that comprehensive liability coverage, automobile liability coverage, workers compensation and umbrella coverage established by the City Attorney in amounts sufficient to protect the City and the public and to carry out the purposes and policies of this Ordinance; and
- (e) verification that the policy has a combined single limit coverage of not less than two million dollars (\$2,000,000).

The policy shall include the City as an additional insured party, and the Company shall provide the City Attorney with a certificate of such coverage before execution of this franchise in a form acceptable to the City Attorney.

603.2 The Company shall also require similar indemnification and insurance coverage from any contractor working on its behalf in the public right-of-way.

SECTION 604 NEGLIGENCE AND INTENTIONAL ACTS

Nothing herein contained shall be construed to render the Company liable for or obligated to indemnify the City, its agents, or employees, for the gross negligence or intentional acts of the City, its Council members, its agents or employees, or another franchisee or permittee of the City.

ARTICLE VII

SECTION 701 GENERAL REQUIREMENT OF A PERFORMANCE BOND

Prior to the Effective Date of this Ordinance, the Company has deposited with the City a Performance Bond made payable to the city in the amount of ten thousand dollars (\$10,000). The bond shall be written by a corporate surety acceptable to the City and authorized to do business in the Commonwealth of Virginia. The Performance Bond shall be maintained at this amount through the term of this franchise.

SECTION 702 CHANGED AMOUNT OF THE PERFORMANCE BOND

At any time during the Term, the City may, acting reasonably, require or permit the Company to change the amount of the Performance Bond if the City finds that new risk or other factors exist that reasonably necessitate or justify a change in the amount of the Performance Bond. Such new factors may include, but not be limited to, such matters as:

- (a) material changes in the net worth of the Company;
- (b) changes in the identity of the Company that would require the prior written consent of the City;
- (c) material changes in the amount and location of Facilities owned by the Company;

- (d) the Company's recent record of compliance with the terms and conditions of this Ordinance; and
- (e) material changes in the amount and nature of construction or other activities to be performed by the Company pursuant to this Ordinance.

SECTION 703 PURPOSE OF PERFORMANCE BOND

The Performance Bond shall serve as security for:

- (a) the faithful performance by the Company of all terms, conditions and obligations of this Ordinance;
- (b) any expenditure, damage or loss incurred by the City occasioned by the Company's failure to comply with all rules, regulations, orders, permits and other directives of the City issued pursuant to this Ordinance;
- (c) payment of compensation required by this Ordinance;
- (d) the payment of premiums for the liability insurance required pursuant to this Ordinance ;
- (e) the removal of Facilities owned by the Company from the Streets at the termination of the Ordinance, at the election of the City, pursuant to this Ordinance;
- (f) any loss or damage to the Streets or any property of the City during the installation, operation, upgrade, repair or removal of Facilities by the Company;
- (g) the payment of any other amounts that become due to the City pursuant to this Ordinance or law;
- (h) the timely renewal of any letter of credit that constitutes the Performance Bond; and
- (i) any other costs, loss or damage incurred by the City as a result of the Company's failure to perform its obligations pursuant to this Ordinance.

SECTION 704 FEES OR PENALTIES FOR VIOLATIONS OF THE ORDINANCE

704.1 FEE OR PENALTY: The Company may be subject to a fee or a penalty for violation of this Ordinance as provided for in applicable law. In addition, the City hereby reserves the right to bring suit for specific performance of Company's obligations hereunder, or other civil remedies as may be available to the City at law or in equity.

704.2 APPEAL: The Company may, upon written request within thirty (30) days of the City's decision to assess a fee or penalty and for reasons of good cause, ask the City to reconsider its imposition of a fee or penalty pursuant to this Ordinance unless another period is provided for in applicable law. The City shall schedule its review of such request to be held within forty-five (45) days of receipt of such request from the Company. The City's decision on the Company's appeal shall be in writing and supported by written findings establishing the reasonableness of the City's decision. During the pendency of the appeal before the City or any subsequent appeal thereafter, the Company shall place any such fee or penalty in an interest-bearing escrow account. Nothing herein shall limit the Company's right to challenge such assessment or the City's decision on appeal, in a court of competent jurisdiction.

ARTICLE VIII

SECTION 801 COMPENSATION/PROW USE FEE.

The City reserves the right to impose at any time on the Company (consistent with Section 253(c) of the Communications Act of 1934, as amended, to the extent said Act applies to Company's Facilities):

- (a) a PROW Use Fee in accordance with Section 56-468.1(G) of the Code of Virginia, and/or
- (b) any other fee or payment that the City may lawfully impose for the right herein conferred upon Company allowing it to use and occupy the City's PROW.

The Company shall be obligated to remit the PROW Use Fee and/or any other lawful fee enacted by the City, so long as the City provides the Company (and all other affected certificated providers of local exchange telephone service, as required by Section 56-468.1(G) of the Code of Virginia) appropriate notice of the PROW Use Fee. If the PROW Use Fee is eliminated, discontinued, preempted or otherwise is declared or becomes invalid, the Company and the City shall negotiate in good faith to determine fair and reasonable compensation to the City for Company's use of the PROW.

SECTION 802 RESERVED

SECTION 803 NO CREDITS OR DEDUCTIONS

The compensation and other payments to be made pursuant to Article VIII: (a) shall not be deemed to be in the nature of a tax, and (b) except as may be otherwise provided by Section 56-468.1 of the Code of Virginia, shall be in addition to any and all taxes or other fees or charges that the Company shall be required to pay to the City or to any state or federal agency or authority, all of which shall be separate and distinct obligations of the Company.

**SECTION 804 REMITTANCE OF COMPENSATION/LATE PAYMENTS,
INTEREST ON LATE PAYMENTS**

(1) If any payment required by this Ordinance is not actually received by the City on or before the applicable date fixed in this Ordinance, or (2), in the event the City adopts an ordinance imposing a PROW Use Fee, if such Fee has been received by the Company from its customers, and has not been actually received by the City on or before the applicable date fixed in this Ordinance or thirty (30) days after receipt of the PROW Use Fee from its customers, whichever is later, then the Company shall pay interest thereon, to the extent permitted by law, from the due date to the date paid at a rate equal to the rate of interest then charged by the City for late payments of real estate taxes.

ARTICLE IX

SECTION 901 RESERVATION OF ALL RIGHTS AND POWERS

The City reserves the right by ordinance or resolution to establish any reasonable regulations for the convenience, safety, health and protection of its inhabitants under its police powers, consistent with state and federal law. The rights herein granted are subject to the exercise of such police powers as the same now are or may hereafter be conferred upon the City. Without limitation as to the generality of the foregoing the City reserves the full scope of its power to require by ordinance substitution of underground service for overhead service, or the transfer of overhead service from the front to the rear of property whenever reasonable in all areas in the City and with such contributions or at such rates as may be allowed by law.

Notwithstanding anything herein to the contrary, nothing herein shall be construed to extend, limit or otherwise modify the authority of the City preserved under Sections 253 (b) and (c) of the Communications Act of 1934, as amended. Nothing herein shall be construed to limit, modify, abridge or extend the rights of the Company under the Communications Act of 1934, as amended.

SECTION 902 SEVERABILITY

If any portion of this Ordinance is for any reason held to be invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

ARTICLE X

SECTION 1001 MAINTENANCE OBLIGATION

The Company will maintain all of its Facilities in good order and operating condition throughout the term of the franchise granted by this Ordinance.

SECTION 1002 TREE TRIMMING

Should the Company install any overhead lines, it shall have the authority to trim trees upon or overhanging the streets, alleys, walkways or PROW to prevent the branches of such trees from interfering with its lines or other Facilities. However, all such trimmings shall be performed in a safe and orderly manner and in compliance with the pruning standards of the National Arborists Association, as currently in effect, or other standard required by the Director.

ARTICLE XI

SECTION 1101 INITIAL TERM OF FRANCHISE

The term of the franchise granted by this Ordinance shall be for a period of five (5) years from the effective date of this Ordinance.

SECTION 1102 APPLICATION FOR NEW FRANCHISE

If the Company wishes to maintain its equipment within the City and to continue the operation of the system beyond the term referenced in Section 1101, then Company shall give written notice to the Director at least one hundred twenty (120) days before expiration of the term. Such written notice shall include a report verifying the location of all of the Facilities owned by the Company within the City's PROW, and shall contain sufficient information necessary to allow the Director to verify the financial responsibility of the Company at the time of said request.

SECTION 1103 OPERATION OF FACILITIES OWNED BY THE COMPANY WHILE RENEWAL IS PENDING

While an application pursuant to Section 1102 is pending the Company may continue operations of its existing Facilities under this franchise Ordinance, until such time as final action is taken by City Council upon the application. Nothing herein shall be construed to grant the Company a perpetual franchise.

ARTICLE XII

SECTION 1201 NOTICE

All notices, except for in cases of emergencies, required by this Ordinance shall be in writing and shall be mailed or delivered to the following address:

To the Company:
Eagle Real Estate, LLC
1020 Harris Street
Charlottesville, VA 22903

To the City:
City of Charlottesville
Attn: City Manager
605 East Main Street
Charlottesville, VA 22902

All correspondences shall be by U.S. mail, with return receipt requested; and shall be deemed delivered when received or refused by the addressee. Each Party may change its address above by written notice given in accordance with this Ordinance.

SECTION 1202 EMERGENCY NOTIFICATION

Notices required pursuant to Section 303.2 shall be made orally and by facsimile to the following:

To the Company:
Amy Ezell or David Paulson
(434) 971-2686 (office)

To the City:
Gas Dispatchers
(434) 970-3800 (office)
Emergency (434)293-9164 (leaks)
(434) 970-3817 (facsimile)

Paul Oberdorfer
Director of Public Works
(434) 970-3301 (office)
(434) 970-3817 (facsimile)

SECTION 1203 REGISTRATION OF DATA

The Company, including any subleasee or assigns, must keep on record with the City the following information:

- (a) Name, address and e-mail address if applicable, and telephone and facsimile numbers;
- (b) Name, address and e-mail address if applicable, and telephone and facsimile numbers of a local representative that is available for consultation at all times. This information must include how to contact the local representative in an emergency; and
- (c) A certificate of insurance as required under Article VI, Section 603 of this franchise, and a copy of the insurance policy.

The Company shall keep update all of the above information with the City within fifteen (15) days following its knowledge of any change.

ARTICLE XIII

SECTION 1301 TERMINATION OF FRANCHISE

The franchise granted by this Ordinance may be terminated:

- (a) by the Company, at its election and without cause, by written notice to the City at least sixty (60) days prior to the effective date of such termination; or
- (b) by either the Company or the City, after thirty (30) days written notice to the other party of the occurrence or existence of a default of the franchise granted by this Ordinance, if the defaulting party fails to cure or commence good faith efforts to cure, such default within sixty (60) days after delivery of such notice.

Notwithstanding the provisions of this Section, the terms and conditions of the franchise granted by this Ordinance pertaining to indemnification shall survive a termination under this Section.

ARTICLE XIV

SECTION 1401 REMOVAL OF FACILITIES FROM THE PROW

The Company shall remove all Facilities owned by the Company from the streets, alleys and public places of the City at the expense of the Company, within six (6) months after the termination, abandonment, or expiration of the franchise granted by this Ordinance, or by such other reasonable time prescribed by the Director, whichever is later. No such removal will be required while any application provided for in Section 1102 is pending. If an application pursuant to Section 1102 is denied, the six (6) month period provided above shall commence on the date of denial or the expiration of the term of this franchise, whichever date is later. The City reserves the right to waive this requirement, as provided for in Section 1402 herein. The City shall grant the Company access to the PROW for the purpose of removing its Facilities pursuant to this paragraph.

SECTION 1402 ABANDONMENT OF FACILITIES OWNED BY THE COMPANY IN THE PUBLIC RIGHTS-OF-WAY

The Facilities owned by the Company may be abandoned in place, without removal, upon request by the Company and approval by the City. The City's approval may be granted subject to conditions deemed by the Director to be in the best interests of the City. This Section survives the expiration or termination of this franchise granted by this Ordinance.

ARTICLE XV

SECTION 1501 PRIOR WRITTEN CONSENT FOR ASSIGNMENT

The franchise granted by this Ordinance shall not be assigned or transferred without the advance written approval of the City, which shall not be unreasonably or discriminatorily conditioned, withheld or delayed.

In addition, the City agrees that nothing in this Ordinance shall be construed to require the Company to obtain approval from the City in order to lease any Facilities owned by the Company or any portion thereof in, on, or above the PROW, or grant an indefeasible right of use (“IRU”) in the Facilities owned by the Company, or any portion thereof, to any entity or person. The lease or grant of an IRU in such Facilities owned by the Company, or any portion or combination thereof, shall not be construed as the assignment or transfer of any franchise rights granted under this Ordinance. Notwithstanding the foregoing, Company shall grant no lease or right of use that is in conflict with the terms of this Ordinance.

SECTION 1502 SUCCESSORS AND ASSIGNS

Notwithstanding Section 1501, the Company may assign, transfer, or sublet its rights, without the consent of the City, to any person or entity that controls, is controlled by or is under common control with the Company, any company or entity with which or into which the Company may merge or consolidate, to any lender of the Company provided the City is advised of the action prior to enactment. Any successor(s) of the Company shall be entitled to all rights and privileges of this franchise granted by this Ordinance and shall be subject to all the provisions, obligations, stipulations and penalties herein prescribed.

ARTICLE XVI

SECTION 1601 NONEXCLUSIVE FRANCHISE

Nothing in the franchise granted by this Ordinance shall be construed to mean that this is an exclusive franchise, as the City Council reserves the right to grant additional franchises to other parties.

ARTICLE XVII

SECTION 1701 ALL WAIVERS IN WRITING AND EXECUTED BY THE PARTIES

Subject to the foregoing, no waiver of any provisions of the franchise granted by this Ordinance shall be effective and binding only if it is made in writing and signed by duly authorized representatives of the City and the Company.

SECTION 1702 NO CONSTRUCTIVE WAIVER RECOGNIZED

If either Party fails to enforce any right or remedy available under the franchise granted by this Ordinance, that failure shall not be construed as a waiver of any right or remedy with respect to any breach or failure by the other Party. Nothing herein shall be construed as a waiver of any rights, privileges or obligations of the City or the Company, nor constitute a waiver of any remedies available at equity or at law.

ARTICLE XVIII

SECTION 1801 NO DISCRIMINATION

The Company’s rights, privileges and obligations under the franchise granted by this Ordinance shall be no less favorable than those granted by the City to and shall not be interpreted by the City in a less favorable manner with respect to any other similarly situated entity or person or user of the City’s Public Rights-of-Way.

ARTICLE XIX

SECTION 1901 FORCE MAJEURE

Neither the Company nor the City shall be liable for any delay or failure in performance of any part of the franchise granted by this Ordinance from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions.

ARTICLE XX

SECTION 2001 EFFECTIVE DATE

This Ordinance shall be effective upon its passage.

Adopted by the Council of the City of Charlottesville on the ___ day of _____, 20__.

Clerk of Council

ACCEPTED: This franchise is accepted, and we agree to be bound by its terms and conditions.

EAGLE REAL ESTATE, LLC

By: _____

Its Member/ Managing Member

Date _____

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	December 21, 2020
Action Required:	Approval of Resolution
Presenter:	Chris Engel, Director of Economic Development
Staff Contacts:	Chris Engel, Director of Economic Development Lisa Robertson, Deputy City Attorney
Title:	Standard Form Lease Agreement for Commercial Space

Background:

The City of Charlottesville has a number of commercial spaces that it routinely leases to private entities. A number of these are in the Market Street Parking Garage on the mall and Fifth Street sides. For many years these spaces were managed by the same entity that managed the parking facility on behalf of the city. With the transition to a new parking operator in 2018, this role was brought in-house and became the responsibility of the parking manager in the Office Economic Development. To facilitate timely lease renewals and new tenants an update to the process is needed.

Discussion:

The City Attorney's office has drafted a proposed standard form lease and the attached resolution to facilitate its efficient use. The form requires a public hearing and approval by council before it can be used.

In addition, the Council indicated an interest in providing temporary office space to the Charlottesville Redevelopment and Housing Authority during their upcoming redevelopment of the South First Street property. A suitable space at the Market Street Parking Garage has been identified for this purpose and a lease using the standard form lease is being drafted to formalize this agreement.

Alignment with Council Vision Areas and Strategic Plan:

This action aligns with the City Council's Strategic Plan Goal Four: A Strong Diversified Economy.

Community Engagement:

VA Code Sec. 15.2-1800(B) requires that any time the City leases public property to a private party, the City must hold a public hearing prior to entering into the lease.

Budgetary Impact:

There is generally no impact to the City's General Fund as revenues collected help defer operating and maintenance costs. All revenues collected through lease payments at the Market Street Parking Garage accrue to the Parking Enterprise Fund to assist with current and future maintenance needs.

Recommendation:

Staff recommends approval of the Resolution.

Attachments:

Proposed Resolution
Standard Form Lease Agreement

RESOLUTION
Approving Standard Form Lease Agreement

BE IT RESOLVED by the Charlottesville City Council **THAT**:

1. The City's Director of Economic Development, who is managed and supervised by the Office of the City Manager, is hereby authorized by this Council to act as the agent of the City of Charlottesville, for purposes of negotiating and entering into any lease agreement under which the City of Charlottesville (as "lessor") may lease commercial space within a City-owned building or structure to a tenant (as "Tenant").
2. The authorization granted in the preceding paragraph shall be exercised as follows:
 - a. The lease must contain covenants, terms and conditions substantially conforming to those set forth following below within this Resolution ("Standard Form Lease Agreement for Commercial Space within a City-Owned Building or Structure), provided that:
 - i. Annual Rent shall be negotiated with a specific Tenant and shall be established upon financial or other terms favorable to the City, taking into account economic and any other public benefits to be derived from the Tenant's use and occupancy of the demised premises;
 - ii. The Security Deposit will be an amount no less than 1/12 (one-twelfth) of the Annual Rent;
 - iii. Retrofits subsidized by the City may be included within the Lease, if the subsidy is in the form of: increased Rent for a specified period of time; reduction or forgiveness of Rent for a specified period of time; or in-kind contributions of the City (i.e., work performed by City forces);
 - iv. The Lease Term, inclusive of all possible Renewal Terms, shall not exceed five (5) years;
 - v. Insurance provisions may be modified at the recommendation of the City's Risk Manager;
 - vi. Indemnification provisions may be modified with the concurrence of the Office of the City Attorney; however, under no circumstances shall any such modification impose any financial liability or obligation upon the City which could be construed as a waiver of any sovereign or governmental immunity, or which would require the City to waive any substantive legal rights or claims it might have with respect to the negligence of the Tenant or any other person; and
 - vii. Other covenants, terms and conditions may be modified, subject to concurrence of the Office of the City Attorney that adequate consideration for such modification will be received by the City, and the lease document, as modified, will result in public benefits at least as favorable as those set forth within the standard Lease form approved by this Resolution.
 - b. The City's Director of Economic Development is hereby authorized to sign, as agent for the City of Charlottesville, any lease agreement which satisfies the criteria set forth within Paragraphs 2.a.i. through 2.a.vii., above.
3. Nothing in this Resolution shall preclude the City from entering into a Lease of commercial space for a term in excess of five (5) years; however, any such Lease shall first be presented to City Council for review and approval.
4. City Council conducted a public hearing on December 21, 2020 with respect to the covenants, terms and conditions set forth within the Standard Form Lease Agreement which follows below, and hereby approves the use of the form, subject to modifications authorized within this Resolution, without the requirement for any additional public hearing(s) for each individual lease of space:

**STANDARD FORM LEASE AGREEMENT
FOR COMMERCIAL SPACE
WITHIN A CITY-OWNED BUILDING OR STRUCTURE**

THIS LEASE is made this _____ day of _____, 20____, by and between THE CITY OF CHARLOTTESVILLE, VIRGINIA (herein, "Landlord") and _____ (herein "Tenant").

For in consideration of the mutual covenants and premises herein set forth, the parties hereto agree as follows:

Section 1. Leased Premises. Landlord hereby leases and demises to Tenant, and Tenant hereby leases and demises from Landlord, certain premises within the building or structure located _____ ("Building"), such premises consisting of _____ square feet of net usable ground floor space and _____ square feet of storage, as designated on the floor plan attached and incorporated herein as **Exhibit A** ("Leased Premises"). The Leased Premises are demised to the Tenant together with a nonexclusive right to the use of all hallways, stairs, sidewalks and other areas designated by the Landlord for common use of tenants within the Building ("Common Areas").

Section 2. Term of Lease. This Lease shall be for a term of _____ years ("Initial Lease Term"), commencing _____ ("Commencement Date") and expiring at midnight on _____ ("Expiration Date"), unless sooner terminated as provided herein. ("Initial Lease Term")

Section 3. Option to Renew. Provided that Tenant is not in default in the performance of this Lease, Tenant shall have the option to renew the Lease _____ ("Renewal Term"). Tenant's Renewal Term option must be exercised by giving written notice given to the Landlord at least _____ days prior to the expiration of the Initial Lease Term or preceding Renewal Term, as applicable. Any Renewal Term shall commence on the date following the date of expiration of the Initial Lease term, or the preceding Renewal Term, as applicable. All of the terms and conditions of this Lease shall apply throughout any Renewal Term.

Section 4. Rent. Tenant shall pay to the Landlord the annual rental of _____ Dollars (\$____) ("Annual Rent"), payable in equal monthly installments of _____ each, payable in advance on the fifth (5th) day of each calendar month ("Due Date"). Each Rent installment shall be mailed or delivered to the Landlord, at the address provided in Section 22 (Notices), below, so that they will be received by Landlord on or before the Due Date.

Section 5. Rent Increase. The Annual Rent shall increase each year, by an amount equal to two percent (2%) of the Rent payable during the preceding Lease Year.

Section 6. Security Deposit. Tenant shall pay to Landlord on the signing of this Lease Agreement the sum of \$ _____ (_____ Dollars) as security (“Security Deposit”) for the performance of Tenant’s obligations under this Lease, including, without limitation, the surrender of possession of the Leased Premises to the Landlord as herein provided. If Landlord applies the Security Deposit, or any portion thereof, to cure any Default of Tenant, then Tenant shall on demand pay to the Landlord an additional Security Deposit, so that Landlord shall have the full amount of the Security Deposit specified in this Section on hand at all times.

Section 7. Use of Premises. Tenant represents and warrants that it will use and occupy the Leased Premises for the following commercial purpose(s): _____ . Tenant shall not use the Leased Premises for any other purpose(s), unless with the advance written permission of the Landlord.

8. Care and Maintenance of Premises.

(A) Tenant acknowledges that it has had an opportunity to inspect the Leased Premises, and that the Leased Premises are in good order and repair, unless otherwise indicated within a written Inspection Report attached to this Lease Agreement and signed by both Landlord and Tenant. Tenant accepts the Leased Premises “as-is”. Tenant acknowledges that, based on its own inspection of the Leased Premises, the Leased Premises are suitable for its intended purposes. Landlord makes no warranties or representations as to the suitability of the Leased Premises for Tenant’s intended purposes.

(B) Landlord shall, at its expense, provide janitorial services for the entry to the Building, stairways, corridors and other common areas within the Building, and Landlord shall be responsible for removal of ice and snow from sidewalks and driveways. Landlord shall also, at its expense, maintain and keep in good repair:

- (i). the roof of the Building, exterior walls of the Building, structural foundations and other structural components of the Building,
- (ii). the plumbing and permanent electrical wiring that serve the Leased Premises,
- (iii). common heating, cooling and air handling equipment within the Building, and the ductwork that runs from such common equipment to the Leased Premises; provided, however, that Tenant shall be responsible for the cost and expense of any such maintenance, repair or replacement that is required as a result of any negligence or willful act of Tenant, its principals, employees, agents or invitees. Landlord shall not be responsible for maintenance, repair or replacement of any heating, cooling or air conditioning equipment or systems installed by Tenant within the Leased Premises for its own purposes, and all such installations shall be improvements for which Tenant shall be solely responsible.
- (iv). Landlord shall have a right of access to the Leased Premises, upon reasonable notice to the Tenant, at times necessary for performance of

work for which Landlord is responsible pursuant to the provisions of this section.

(C) Tenant shall, at its expense, provide janitorial services within the Leased Premises, and shall at all times keep and maintain the Leased Premises in a clean, sanitary and orderly condition. In addition, Tenant shall be solely responsible for all costs and expense required to keep and maintain the Leased Premises in substantially the same condition and repair in which the Leased Premises were delivered to the Tenant on the Commencement Date, reasonable and ordinary wear and tear excepted. Tenant shall also, at its expense:

- (i). maintain, repair and replace the furnishings, fixtures and equipment that are delivered with possession of the Leased Premises, including, without limitation: sinks, toilets, lighting fixtures, appliances, built-in cabinetry or furnishings, etc. (“Standard FF&E”);
- (ii). maintain, repair and replace any broken plate glass;
- (iii). keep and maintain the Leased Premises, and any alterations or improvements made by Tenant therein, in compliance with the requirements of all statutes, ordinances, regulations, covenants, conditions or requirements of all municipal, state and federal authorities, whether now in force or which may hereafter be in force, pertaining to the Leased Premises, occasioned by or affecting Tenant’s use thereof;
- (iv). maintain the condition of the Leased Premises, and its use of the Leased Premises and common areas therein, in accordance with rules which may be established from time to time by Landlord and communicated by Landlord or its agent to the Tenant.
- (v). keep and maintain the Leased Premises free of all nuisances, including, without limitation: vermin, insects, hazardous materials and hazardous substances.

Section 8. Alterations. Tenant may, with advance written consent of the Landlord, make alterations or improvements to the Leased Premises. At the Landlord’s sole option, alterations or improvements shall become the sole property of the Landlord upon the expiration or earlier termination of this Lease Agreement; provided, however, that Landlord, at its sole option, shall also have the right to require the Tenant to remove any alteration or improvement on or prior to the expiration or earlier termination of this Lease. If Landlord elects to require tenant to remove any alterations or improvements, then Landlord shall give written notice to the Tenant at least thirty (30) days prior to the expiration or termination date, and then Tenant shall, at Tenant’s sole expense, remove the alterations or improvements and restore the Leased Premises to the condition in which they existed on the Commencement Date of this Lease (reasonable wear and tear excepted).

(A) Retrofits to be Subsidized by Landlord. [*Insert retrofit provisions, if any*]

Section 9. Tenant's Furnishings and Fixtures. Tenant shall obtain the advance written permission of the Landlord to install its own furnishings, fixtures and equipment ("Tenant's FF&E") within the Leased Premises. Landlord's permission shall not unreasonably be withheld; however, all costs and expenses for the installation, maintenance, repair or replacement of Tenant's FF&E shall be the responsibility of the Tenant. Upon the expiration or earlier termination of this Lease, Tenant shall, at its sole expense, remove the Tenant's FF&E, shall repair any damage(s) caused by such removal, and shall restore the Leased Premises to the condition in which they were delivered to Tenant on the Commencement Date (reasonable wear and tear excepted). Notwithstanding the foregoing, Landlord and Tenant may, by mutual written agreement executed at least thirty (30) days prior to the expiration or termination date, agree upon the terms and conditions under which any of Tenant's FF&E may remain within the Leased Premises and become the sole property of the Landlord.

Section 10. Casualty. Neither the Landlord nor its authorized agent shall be liable for any damage or personal injury to Tenant, or to any other persons, or with respect to any personal property, caused by: fire, explosion, water, busted or leaking pipes, malfunctioning sprinklers, steam, plumbing, gas, oil, electricity, electrical wiring, rain, ice, snow or any leak or flow from or into any part of the Leased Premises or any improvements thereon, or due to any other cause whatsoever, unless such damage or injury is caused by a negligent act or omission of the Landlord or agent for which the Landlord or agent may be held responsible under the laws of the Commonwealth of Virginia.

Section 11. Signs. Tenant shall not display or erect any lettering, sign, advertisement, sales apparatus or other projection on the exterior of the Leased Premises (including interior window and door glass) without prior written consent of Landlord and permits as may be required by the City's zoning ordinance.

Section 12. Taxes. During the term of this lease, the Tenant shall be solely responsible for, and shall pay directly to the City of Charlottesville, any real estate taxes and assessments imposed on its leasehold interest, and its proportionate share of any stormwater utility fees. Tenant shall pay all personal property and business license taxes imposed by the Commonwealth of Virginia or the City of Charlottesville.

[Alternative provisions for the Taxes Section may be negotiated as part of Rent]

Section 13. Utilities.

- (A) Tenant shall be responsible for all deposits, costs and expenses for communications services used by Tenant at the Leased Premises, including, without limitation: telephone, cable, internet, wifi, security monitoring, and other communications service charges provided to or utilized by Tenant at the Premises. All applications and connections for communications services shall be made in the name of the Tenant only, and Tenant shall be solely liable for charges as they become due.
- (B) Landlord shall be responsible for other utility services consumed by Tenant at the Leased Premises, including, without limitation: water, sewer, gas, and electricity.

[Alternative provisions for the Utilities Section may be negotiated as part of Rent].

Section 14. Insurance. Tenant shall obtain and shall maintain throughout its tenancy within the Leased Premises, all of the required insurance noted below:

- (A) Commercial general liability insurance covering Tenant's activities and operations within the Leased Premises. The general liability insurance shall have limits of not less than \$1,000,000.00 per occurrence and shall include a \$250,00.00 limit for Damage to Rented Premises;
- (B) All Risk property damage insurance to insure the Tenant's contents and any betterments and improvements;
- (C) The insurance required by paragraphs (A) and (B), above, shall be endorsed: (i) to name the Landlord, and Landlord's officers, employees and agents, as additional insured parties, (ii) to provide a waiver of any subrogation right against Landlord, its officers, employees, and agents, in connection with any covered loss, and (iii) to provide Landlord thirty (30) days' advance written notice of cancellation or any material change in coverage.
- (D) Upon request made by Landlord, Tenant shall furnish to Landlord evidence of the insurance or endorsements required by paragraphs (A) through (C), above.

Section 15. Assignments and subleases. Tenant shall not assign its rights or obligations under this Lease Agreement, and shall not enter into any sublease of the Leased Premises, without the prior written consent of Landlord, which shall not unreasonably be withheld.

Section 16. Landlord's Right of Entry. Landlord or its agent(s) shall have a right to enter upon the Leased Premises at reasonable times and upon reasonable notice given to Tenant, for the purpose of inspecting the leased premises, or for performing any action Landlord has a right to perform.

Section 17. Indemnification. Tenant shall indemnify Landlord against all liabilities, costs, expenses (including reasonable attorney's fees) and losses incurred by Landlord as a result of (A) failure by Tenant to perform any covenant required to be performed by Tenant hereunder; (B) any accident, injury or damage caused by Tenant's negligence; (C) Tenant's failure to comply with requirements of any governmental authority; (D) any mechanics' lien or security agreement or other lien filed against the Building or the Leased Premises; or (E) any negligent act or omission of Tenant, its officers, employees, and agents.

Section 18. Damage by Fire or other Casualty.

- (A) If the leased premise shall be rendered untenable by fire or other casualty, Landlord may at its sole option terminate this lease as of the date of such fire or other casualty, upon 30 days written notice to Tenant. In the event that this lease shall be terminated, rent shall be equitably adjusted.

- (B) If this lease shall not be terminated under the provisions of subparagraph (A) above, rent shall be equitably apportioned according to the space rendered untenable, and Landlord shall at its own cost restore the Leased Premises to substantially its same condition immediately preceding such loss, provided that the cost of such work shall not exceed the insurance proceeds received by Landlord on account of such loss.
- (C) If Landlord elects to restore the Leased Premises and shall fail to substantially complete the same within 90 days after such fire or other casualty, due allowance being made for delay due to practical impossibility either Landlord or Tenant, by written notice to the other given within 15 days following the last day of said 90 day period, may terminate this lease as of the date of such fire or other casualty.

Section 19. Lessor's Remedies Upon Default.

- (A) If Tenant defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants, terms or conditions hereof, Landlord may give Tenant notice of such default, and if Tenant does not cure any such default within thirty (30) days after the giving of such notice (or, the default is of such nature that it cannot be completely cured within such 15-day period, if Tenant does not commence such curing within such 15 days and thereafter proceed with reasonable diligence and good faith to cure such default) then Landlord shall have the right to terminate this Lease and all rights of Tenant under this Lease by giving written notice to the Tenant.

If the Landlord gives written notice of termination, then this Lease shall terminate on the date specified in such notice. On or before the termination date, Tenant shall quit the Leased Premises and surrender the Leased Premises to Lessor, but Tenant shall remain liable as hereinafter provided. Upon the effective date of termination, the Landlord may at any time thereafter resume possession of the Leased Premises by any lawful means and remove Tenant or other occupants and their effects. No failure of the Landlord to enforce any term or condition of this Lease shall be deemed a waiver. In the event Landlord elects to terminate this Lease, Landlord may recover from Tenant: (a) any unpaid rent due and owing to the Landlord at the time of termination of the Lease; (b) the amount by which the unpaid rent that would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Tenant proves could have been reasonably avoided; (c) the amount by which the unpaid rent for the balance of the term of this Lease after the time of award exceeds the amount of rental loss that Tenant proves could be reasonably avoided; and (d) any other amount necessary to compensate Landlord for all damages proximately caused by Tenant's failure to perform its obligations under this Lease. No act of Landlord shall be construed as terminating this Lease except written notice given by Landlord to Tenant advising Tenant that Landlord elects to terminate the Lease. As used in this paragraph, the term "rent" means the Rent and any other costs, expenses or sums required to be paid by Tenant pursuant to the terms of this Lease Agreement.

(B) Upon the expiration or earlier termination of this Lease, or any renewals or extensions hereof, Tenant shall quit and surrender the Leased Premises to Landlord clean and in good order and condition, ordinary wear and tear excepted. Tenant shall, on or prior to the date of expiration or earlier termination, remove all its property and repair all damage to the Leased Premises caused by such removal and make reasonable restoration of the Leased Premises to the condition in which they existed prior to the installation of the property so removed. Any property of the Tenant that remains on the Premises after the expiration or termination of this Lease may be treated by the Landlord as abandoned property. Any item of property which is left on the Leased Premises that is worth less than \$1,000.00 (one thousand dollars) shall be deemed abandoned and may be immediately removed by the Landlord and disposed of as trash.

Section 20. Rules and Regulations of Landlord; Stipulations. Tenant covenants that the following rules and regulations shall be faithfully observed and performed by Tenant, its principals, employees and agents, and its invitees:

- (A) Tenant shall not do or permit anything to be done in the Leased Premises, or bring or keep anything therein, which will or may increase the Landlord's fire insurance premium(s) for the Building or Leased Premises; which will obstruct or interfere with the rights of the Landlord or any other tenant(s) in the Building; or which will violate any requirement of the Virginia State Fire Prevention Code
- (B) No animals shall be kept by Tenant in or about the Leased Premises and the Tenant shall not suffer any animal(s) to be kept in or about the Leased Premises.
- (C) Tenant shall keep all windows and exterior doors closed in the Leased Premises in order to assure proper functioning of heating and air conditioning systems and to prevent damage to the leased premises. Tenant shall be responsible for damage to the Leased Premises caused by its failure to comply with this paragraph.
- (D) Tenant shall comply with any other rule(s) or regulation(s) of Landlord of which Tenant has been given notice, and which are, in Landlord's judgment, necessary or appropriate for the safety, care and cleanliness of the Building, the common areas within the Building, or the Leased Premises.

Section 21. Quiet Enjoyment. Upon payment of the Rent herein provided for and upon performance of the terms of this Lease Agreement, Tenant shall have a right of quiet enjoyment of the Leased Premises.

Section 22. Notices. Notices required to be given under this Lease Agreement shall be given in writing and signed by the party giving the notice. The notice shall either be delivered or sent by certified U.S. mail, return receipt requested, and shall be addressed to the receiving party's address appearing below. A notice shall be deemed to have been given as of the date on which said notice is either delivered to the recipient, as

evidenced by a signed receipt, or if sent by mail, on the date such notice is deposited in the United States Mail. The parties' designated representatives for purposes of receiving notices and communications pertaining to this Lease are as follows:

Landlord: Charlottesville Director of Economic Development

P.O. Box 911
Charlottesville, Virginia 22902

Tenant: _____

Section 23. Governing Law. This Lease Agreement shall be construed under and governed by the laws of the Commonwealth of Virginia. Any action to enforce this Lease Agreement, and any other litigation arising out of this Lease Agreement, shall be brought within the Circuit Court for the City of Charlottesville, Virginia and such court shall be the exclusive venue.

Section 24. Successors in interest. This Lease shall be binding upon and shall inure to the benefit of the parties and their successors in interest.

Section 25. No Waivers. No failure of the Landlord to enforce any term or condition of this Lease Agreement, or any of its rights hereunder, shall be deemed a waiver.

WITNESS the following signatures and seals as of the date first above written.

Landlord:

CITY OF CHARLOTTESVILLE, VIRGINIA

BY: _____

Its: Authorized Agent (Director of Economic Development)

Tenant: _____

BY: _____

ITS: _____

Exhibits, Attached:

EXHIBIT A: Floor Plan of Leased Premises

CITY OF CHARLOTTESVILLE, VIRGINIA. CITY COUNCIL AGENDA.



Agenda Date:	December 21, 2020.
Action Required:	Public Hearing and Council Appropriation (2 nd of 2 readings).
Presenter:	Chris Cullinan, Director of Finance.
Staff Contacts:	Chris Cullinan, Director of Finance. Krisy Hammill., Senior Budget and Management Analyst.
Title:	Year-End Adjustments Fiscal Year 2020.

Background:

The audit for Fiscal Year (FY) 2020 has been completed. To close the City's financial records for the year, several year-end adjustments to various accounts require City Council action. These adjustments are to carry over unspent funds from the last fiscal year to the current fiscal year. These carry overs are the result of either previous City Council policy direction or requirements associated with the funds.

Discussion:

For FY2020, the General Fund ended \$3.9 million in excess of its 17% fund balance policy. Given the unknown and on-going financial impacts of COVID 19, staff recommends that the entire \$3.9 million be transferred into the CIP Contingency account as per the City's financial policy. Any future uses of these contingency funds would require further Council discussion and a resolution.

The City's financial statements will report an actual decline of \$1.8 million in fund balance from FY2019 to FY2020. A portion of this decline was planned, as funds were appropriated at the end of FY2019 and spent in FY2020. This decline was also the result of COVID 19 impacting several of the City's large, economically sensitive revenues (Sales Tax, Meals Tax, and Lodging Tax) resulting in underperformance of their original budget projections.

The City does not anticipate the reported decline in fund balance will have any impact on the City's bond rating as the City still remains in compliance with its 17% fund balance policy and other long-term financial management policies.

Recommendation/Carryover Request:

Per City policy, the surplus fund balance amount is recommended to be transferred to the CIP Contingency

account. Staff recommends that no further uses of these funds be obligated at this time given the significant financial impacts COVID 19 continues to have on the City's current year revenues and ability to transfer cash to the Capital Projects Fund coupled with projected future capital expenditures,

A memo is included with this agenda item which provides a summary of carry over appropriations requested.

Community Engagement:

This agenda item includes a public hearing and is the second reading of this appropriation.

Budgetary Impact:

The recommended transfer to the CIP Contingency account is in accordance with the City's financial policy and contributes towards a "pay as you go" (PAYGO i.e. cash) C.I.P. versus issuing bonds. This is something the bond rating agencies track closely and consider a good financial management practice

Alignment with Council Vision Areas and Strategic Plan:

This resolution aligns with Goal 4 of the Strategic Plan, to be a well-managed and successful organization.

Recommendation:

Staff recommend that Council approve the first reading of the attached resolution.

Alternatives:

Amend the Recommendations.

Attachments:

1. Memo- End of Year Adjustments.
2. FY 2020 Year End Appropriation.

To: Members of City Council.
From: Chris Cullinan, Director of Finance.
Krisy Hammill, Senior Budget and Management Analyst.
Date: December 7, 2020
Subject: **Fiscal Year 2020 End of Year Adjustments.**

In order to close the City's financial records for Fiscal Year 2020, City Council is requested approve the attached resolution to adjust certain accounts.

Provided below is a brief description of the items contained in the various sections of the appropriation:

- Section I - General Fund.
- Section II - Facilities Repair Fund.
- Section III – Grants Fund.

Included are names of the department or program, the amount of the adjustment and a brief discussion of the reason(s) for the appropriation.

I. General Fund - \$4,392,425.

(a) Departmental Appropriations – Section 1 (a).

The following appropriations are carryovers of unspent funds and shall be considered continuing appropriations unless further altered by Council.

- | | |
|----------------------------|------------|
| • Citizen's Review Board. | \$53,814. |
| • Unity Days. | \$18,625. |
| • Minority Business Fund. | \$19,621. |
| • BAMA Work Fire Safety. | \$3,500. |
| • Skate Park Lighting. | \$100. |
| • Landfill Diversion. | \$169,296. |
| • EMS COVID 19 | \$39,254. |
| • Home to Hope. | \$63,369. |
| • Participatory Budgeting. | \$115,000. |

(b) Additional Transfers and Appropriations – Section 1(b).

- Transfer to Capital Projects Fund - \$3,909,846.
These funds will be transferred to the C.I.P. Contingency Fund per the City's financial policy.

II. Facilities Repair Fund - \$23,899.

- Courthouse Maintenance (P-00099) - \$10,326 - These unspent restricted court fees will be used for future court repair work or records conversion. The amount will be carried over in the Facilities Repair Fund.
- Courthouse Construction (P-00783) - \$13,573 – These unspent restricted court fees will be used for future renovations or construction projects relating to the courts and will be carried over in the Facilities Repair Fund.

III. Grants Fund - \$2,405.

These funds were received from outside sources and are being appropriated to be spent by the respective grants:

- \$2,405 – these funds will be used for additional qualifying State Fire Grant expenditures (1900010).

Cc: Lisa Robertson, Acting City Attorney.

FY 2020 Year End Appropriation

BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the actions hereinafter set forth are herein authorized with respect to the accounts of the City listed herein, for the fiscal year ended June 30, 2020. The memo to Council dated December 21, 2020 is hereby made part of this appropriation.

General Fund (105).

(a) Departmental Appropriations.

The following amounts shall be permitted to be carried over and expended in the General Fund's respective cost centers or internal orders in the following fiscal year and shall remain as continuing appropriations unless further altered by Council:

2000141.	Citizen's Review Board.	\$53,814.
2000147.	Unity Days.	\$18,625.
2000151.	Minority Business Fund.	\$19,621.
2000152.	BAMA Work Fire Safety.	\$3,500.
2000155.	Skate Park Lighting.	\$100.
2000156.	Landfill Diversion.	\$169,296.
2000158.	EMS COVID 19	\$39,254.
1621004000	Home to Hope.	\$63,369.
1601001000	Participatory Budgeting.	\$115,000.
Total Section 1 (a).		<u>\$482,579.</u>

(b) Additional Transfers and Appropriations.

9803030000.	Transfer to Capital Projects Contingency Fund.	\$3,909,846.
Total Section 1 (b).		<u>\$3,909,846.</u>

Facilities Repair Fund (107).

- Courthouse Maintenance (P-00099) - \$10,326 - These unspent restricted court fees will be used for future court repair work or records conversion. The amount will be carried over in the Facilities Repair Fund.
- Courthouse Construction (P-00783) - \$13,573 – These unspent restricted court fees will be used for future renovations or construction projects relating to the courts and will be carried over in the Facilities Repair Fund.

Total Section 2.		<u>\$23,899.</u>
------------------	--	------------------

Grants Fund (209).

These funds were received from outside sources and are being appropriated to be spent by the respective grants:

- \$2,405 – these funds will be used for additional qualifying State Fire Grant expenditures (1900010).

Total Section 3.

\$2,405.

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



Agenda Date:	December 21, 2020
Action Required:	Appropriation Charlottesville City Schools Budget Amendment
Presenter:	Dr. Rosa Atkins, Charlottesville City Schools Superintendent
Staff Contacts:	John Blair, Interim City Manager Khristina S. Hammill, Sr. Budget and Management Analyst
Title:	Charlottesville City Schools Budget Amendment – Grant Funding - \$2,787,563

Background:

The City of Charlottesville Schools (CCS) has received several grant awards to help support additional operational needs related to its COVID response. A total of \$2,787,562.93 has been awarded and CCS seeks to amend the FY 2020-21 operational budget so that the funds can be allocated and spent.

Discussion:

CCS has received \$2,787,562.93 in grants funds to help offset additional operating needs relating to its response to COVID. The sources of funds are as follows:

<u>Grant Title</u>	<u>Awarded</u>	<u>Amount</u>
CARES Act ESSER	August 2020	\$ 1,187,446.32
Private Foundation	August 2020	500,000.00
CARES Act ESSER/GEER State Set-aside Funds	October 2020	111,441.61
CARES CRF Allocation	October 2020	738,675.00
City CARES CRF Allocation	October 2020	250,000.00
Total Grant Awards		\$ 2,787,562.93

Definitions:

- CARES = Coronavirus Aid and Economic Security
- ESSER = Elementary and Secondary School Emergency Relief
- GEER = Governor's Emergency Education Relief
- CRF = Coronavirus Relief Fund

The planned uses for the funds are as follows:

- Support remote learning – HotSpots, Chromebooks, and Software

- Replacement of loss revenue – State Sales Tax, Lottery, Basic Aid
- Student support services – Clinical Social Workers
- Personal protective equipment and supplies for staff and students use in safely returning to and attending school
- Supplemental staffing cost with duties related COVID-19
- Purchasing and installing air filtering equipment
- Staff developing online online curriculum

After the amendment, the FY 2020-21 Charlottesville City Schools budget will be as follows:

Budget	General Fund	Special Revenue	Total
Appropriated	\$ 74,452,362	\$ 14,440,726	\$ 88,893,088
Amendment	-	2,787,563	2,787,563
Total Amended Budget	\$ 74,452,362	\$ 17,228,289	\$ 91,680,651

Alignment with City Council’s Vision and Strategic Plan:

This appropriation supports Objective 1.1 which is to prepare students for academic and vocational success.

Community Engagement:

The Charlottesville City School staff presented this recommendation to the School Board at its November 5, 2020 meeting and the request to amend the budget was approved. A Notice of Public Hearing was also published in the Daily Progress inviting the public to address Council on this matter during public comment.

Budgetary Impact:

This has no impact on the General Fund. These funds will be appropriated to and expended from a grants fund and no local match is required. These funds will be expensed and used for school expenses during fiscal year 2021.

Recommendation:

City and School staff recommend Council approval and appropriation of the budget amendment.

Alternatives:

There is no alternative. If the funds are not appropriated they cannot be spent and the funds must be used or returned to the grantor.

Attachments:

Not Applicable

APPROPRIATION

Charlottesville City Schools Budget Amendment – Grant Funding

\$2,787,563

WHEREAS, the Charlottesville City Schools has received grant funds to help offset the costs associated with its COVID response during the 2020-21 school year;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the Charlottesville City Schools budget be amended by \$2,787,563 as follows:

<u>Budget</u>	<u>General Fund</u>	<u>Special Revnue</u>	<u>Total</u>
Appropriated	\$ 74,452,362	\$ 14,440,726	\$ 88,893,088
Amendment	-	2,787,563	2,787,563
Total Amended Budget	\$ 74,452,362	\$ 17,228,289	\$ 91,680,651

CITY OF CHARLOTTESVILLE, VIRGINIA. CITY COUNCIL AGENDA.



Agenda Date:	December 21, 2020.
Actions Required:	(1) Resolution, and (2) Appropriation (1 st of 2 readings).
Presenter:	Chris Cullinan, Director of Finance.
Staff Contacts:	Chris Cullinan, Director of Finance. John C. Blair, Acting City Manager.
Title:	Close Out of Coronavirus Aid, Relief, and Economic Security (CARES) Act Funds and Appropriation of Interest Income.

Introduction:

This agenda item serves to close out the City’s share of Coronavirus Aid, Relief, and Economic Security (CARES) Act Funds to state and local governments by the required deadline of December 30, 2020.

This close out requires City Council to take the following actions:

1. To adopt a resolution reallocating funds not spent in the funding categories for which they were originally appropriated; and
2. To appropriate approximately \$7,000 of interest income earned while the CARES funds were in the City’s account.

Background:

The City received approximately \$8.2 million from the Commonwealth of Virginia as part of the Coronavirus Relief Funds (CRF) to local governments made available through the CARES Act. The City received these funds in two, equal tranches of \$4.1 million in June and August of 2020. The Commonwealth distributed these funds to local governments based on population.

Expenses related to the City’s direct response to the pandemic were eligible for CARES funding. Additionally, “second order” effects of the pandemic are eligible, including business disruption funding and other economic support to those impacted economically. Guidance from the US Treasury Department specifically prohibits the use of CARES/CRF funding to offset any losses of revenue incurred by the City

The general guidelines for potential uses of CARES funds include expenditures that:

- Are necessary expenditures incurred due to the public health emergency with respect to the

Coronavirus Disease 2019 (COVID-19);

- Were not accounted for in the budget most recently approved as of March 27, 2020 for the locality; and
- Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

City Council appropriated the funds into several funding categories and a contingency reserve fund to mitigate the impacts of COVID on various aspects of our community and organization:

<i>Funding Category</i>	<i>Round 1</i>	<i>Round 2</i>	<i>TOTAL</i>
Business Support	\$825,000	\$825,000	\$1,650,000
Community Support	\$654,000	\$1,054,000	\$1,708,000
Employee Support	\$420,000	\$381,876	\$801,876
Technology	\$636,000	\$377,400	\$1,013,400
Operational Modifications	\$1,164,000	\$1,275,000	\$2,439,000
Contingency Reserve	\$424,476	\$210,000	\$634,476
TOTAL	\$4,123,476	\$4,123,276	\$8,246,752

City staff have been utilizing these funds expeditiously over the past several months to address the needs of our community and meet the December 30, 2020 deadline.

When City Council appropriated each of the tranches, staff committed to come back prior to the December 30, 2020 deadline with any unspent funds and a recommendation on how to fully utilize the funds within the guidelines of the program.

Discussion:

As shown in the table below, approximately \$7.3 million is anticipated to be incurred by December 30, 2020. The projected balance of unspent funds and accrued interest totals approximately \$921,500.

<i>Funding Category</i>	<i>Funding Amount</i>	<i>Anticipated to be Incurred by 12.30.2020</i>	<i>Projected Balance</i>
Business Support	\$1,650,000	\$1,646,446	\$3,554
Community Support	\$1,708,000	\$1,708,000	\$0
Employee Support	\$801,876	\$372,574	\$429,302
Technology	\$1,013,400	\$886,428	\$126,972
Operational Modifications	\$2,439,000	\$2,180,725	\$258,275
Contingency Reserve	\$534,476	\$438,056	\$96,420
Employee Assistance Program	\$100,000	\$100,000	\$0
TOTAL	\$8,246,752	\$7,332,229	\$914,523
Accrued Interest Income (projected)			\$7,000
TOTAL FOR REALLOCATION			\$921,523

Note: the final numbers for the amounts incurred by December 30, 2020 and the projected balance are subject to change as there are still several days remaining during which funds can be utilized. However, the figures above are not expected to change significantly and are reasonable projections.

Recommendation:

Staff is recommending the remaining funds be used to partially reimburse the City for a portion of previous public safety payroll costs for the Police Department, Fire Department, and Sheriff’s Office COVID-19 mitigation efforts since July 1, 2020 (the current Fiscal Year 2021). This use an allowed use of CARES funds per the following guidance from the US Treasury Department:

The Fund (US Treasury’s Coronavirus Relief Fund) is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

As of the date of this memo, the City has spent a total of \$11.5 million in payroll expenses for the Police Department, Fire Department, and Sheriff’s Office since July 1, 2020. The reallocation of CARES funds would cover approximately 8% of this total.

This recommendation:

1. Ensures the City will fully incur all of the CARES funds allocated by the December 30, 2020 deadline within the guidelines of the program.

2. Provides the General Fund budgetary relief and capacity in the current fiscal year.

Budgetary Impact:

The use of CARES funds to reimburse the General Fund for previously incurred public safety payroll expenses will result in the reclassification of these expenses from the General Fund to the CARES account in the Grants Fund. This will result in additional budgetary capacity in the General Fund in the current fiscal year.

Alignment with Council Vision Areas and Strategic Plan:

This resolution aligns with Goal 4 of the Strategic Plan, to be a well-managed and successful organization.

Recommendation:

Staff recommend that Council approve the attached resolution.

Alternatives:

Amend the Recommendation while maintaining compliance with the timeline and guidelines of the CARES Act.

Attachments:

1. Resolution.
2. Appropriation of accrued interest income.

RESOLUTION

Coronavirus Aid, Relief, and Economic Act (CARES) Funds – Allocation of Unspent Funds

WHEREAS, the Charlottesville City Council appropriated \$8,246,752 of Coronavirus Aid, Relief, and Economic Act (CARES) funds to be spent on a number of initiatives to mitigate the impacts of COVID 19 on the community; and

WHEREAS, CARES funds are required to be incurred by December 30, 2020 or be returned to the Commonwealth; and

WHEREAS, the City will have unspent CARES funds it desires to fully incur by the December 30, 2020 deadline; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the balance of unspent CARES funds as of December 30, 2020 be allocated to public safety payroll expenses related to COVID-19 mitigation efforts incurred by the City since July 1, 2020 (an eligible use under the CARES Act).

APPROPRIATION
Interest Accrued on Coronavirus Aid, Relief, and Economic Act (CARES) Funds
\$7,000.00

WHEREAS, the City has accrued interest income in the amount of approximately \$7,000.00 on Coronavirus Aid Relief and Economic Security (CARES) Act funds allocated to the City address the COVID-19 pandemic;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the following amount of accrued interest (or the actual amount earned as of December 30, 2020) is hereby appropriated in the following manner which conform with the conditions and guidance established by the Commonwealth, U.S. Treasury, and the City:

Revenue

\$7,000.00 Fund: 208 Cost Center: 9900000000 G/L Account: 450010

Expenditures

\$7,000.00 Fund: 208 Order: 1900353 G/L Account: 599999

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	December 21, 2020
Action Required:	Appropriation and Approval
Presenter:	Erin Atak, Grants Coordinator
Staff Contacts:	Erin Atak, Grants Coordinator Symia Tabron, Accountant
Title:	Appropriation of CDBG & HOME Budget Allocations for FY 2020-2021 and Minor Amendment for Action Plan 2020-2021

Background:

This agenda item includes a minor action plan amendment, and corrected appropriations for the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds to be received by the City of Charlottesville from the U.S. Department of Housing and Urban Development (HUD).

Discussion:

In Fall 2019, the City of Charlottesville advertised a Request for Proposals (RFP) based on the priorities set by Council on September 16, 2019. The priorities were for affordable housing (priority for persons who are 0-50 percent AMI, including but not limited to low income housing redevelopment), support for the homelessness and those at risk of homelessness, workforce development (including but not limited to efforts to bolster section 3 training opportunities and partnerships with the City's GO programs, support for programs that aid in self-sufficiency, including but not limited to quality childcare), microenterprise assistance, and mental health and substance abuse services.

In February 2020 and March 2020, the CDBG/HOME Task Force reviewed and recommended housing and public service projects for funding and the Strategic Action Team reviewed and recommended economic development projects for funding. Later, on May 4th 2020, City Council reviewed and approved the CDBG and HOME budget for the 2020-2021 HUD Annual Action plan submittal.

On October 22, 2020, the City received a corrected notice from HUD regarding the CDBG and HOME programs. HUD had discovered an error in the formula calculation for the two programs stemming from issues at HUD field offices in California. A correction to the entitlement award has been issued, resulting a decrease in the City's allocation, an amount representing 99.97% of the total CDBG and HOME grants for FY 2020.

Community Engagement:

A request for proposals was held for housing, economic development, public facilities, and public service programs. Applications received were reviewed by the CDBG Task Force or SAT. Priority Neighborhood recommendations will be made by members who serve on the Priority Neighborhood Task Force. On February 18, 2020 and March 5, 2020 the proposed FY 20-21 CDBG and HOME budget came before the CDBG/HOME Taskforce for discussion. The Thomas Jefferson Planning District Commission held a virtual public hearing on May 7, 2020 for the CDBG and HOME budget/action plan and an additional virtual public hearing was held by Charlottesville City Council on May 4, 2020.

The Action Plan was advertised for a thirty-day comment period (March 26th – April 26th 2020) before being sent to HUD for approval. The Action Plan was sent to Charlottesville Neighborhood community members for comment. The Housing Directors Council had an opportunity to make comments on the Action Plan virtually during the thirty-day comment period. Comments received from Housing Directors were incorporated into the Action Plan. HUD approved the Action Plan on August 14, 2020.

In accordance with the CDBG/HOME Citizen Participation Plan, staff reviewed and made changes to the new CDBG and HOME budget. A minor Action Plan Amendment will be submitted for the 2020-2021 fiscal year. The minor Action Plan Amendment was advertised for five days under the covid-19 public notice waiver between November 30th and December 4th, 2020. The full action plan can be viewed on the City Website through the following [link](#).

Alignment with City Council’s Vision and Strategic Plan:

Approval of this agenda item aligns directly with Council’s vision for Charlottesville to have **Economic Sustainability, A Center for Lifelong Learning, Quality Housing Opportunities for All, and A Connected Community**. It contributes to variety of Strategic Plan Goals and Objectives including: Goal 1: Inclusive, Self-sufficient Community; Goal 3: Beautiful Environment; Goal 4: Strong, Diversified Economy; and Goal 5: Responsive Organization.

Budgetary Impact:

Proposed CDBG projects will be carried out using only the funds to be received by the City of Charlottesville from the U.S. Department of Housing and Urban Development (HUD) for the City's CDBG program. The HOME program requires the City to provide a 25% match (HOME match equals ¼ of the EN amount). The sum necessary to meet the FY 2020-2021 match is \$20,143.78, which will need to be appropriated out of the Charlottesville Housing Fund (CP-0084) at a future date.

Recommendation:

Staff recommends approval of the CDBG and HOME corrected budget, as well as approval of the minor 2020-2021 Action Plan Amendment of the 2018-2022 Consolidated Plan.

Alternatives:

No alternatives are proposed.

Attachments:

- HUD Correspondence – Correction Notice
- Appropriation Resolution for CDBG funds
- Appropriation Resolution for HOME funds
- Resolution for Minor 2020-2021 Action Plan Amendment

**APPROPRIATION OF FUNDS FOR
THE CITY OF CHARLOTTESVILLE'S 2020-2021
COMMUNITY DEVELOPMENT BLOCK GRANT - \$419,303**

WHEREAS, the City of Charlottesville has been advised of the approval by the U.S Department of Housing and Urban Development of a Community Development Block Grant (CDBG) for the 2020-2021 fiscal year in the total amount of \$432,691 that includes the new entitlement from HUD, dated February 18, 2020, amounting to \$419,367, and previous entitlement made available through reprogramming of \$13,324;

WHEREAS, City Council has received recommendations for the expenditure of funds from the CDBG/HOME Taskforce, the SAT; and has conducted a public hearing thereon as provided by law;

WHEREAS, the City of Charlottesville has been notified of the formula calculation error of the Community Development Block Grant (CDBG) program stemming from HUD field offices, dated October 22, 2020, with the corrected entitlement of \$419,303;

BE IT RESOLVED by the City Council of Charlottesville, Virginia, that the sums hereinafter set forth are hereby appropriated from funds received from the aforesaid grant to the following individual expenditure accounts in the Community Development Block Grant Funds for the respective purposes set forth; provided, however, that the City Manager is hereby authorized to transfer funds between among such individual accounts as circumstances may require, to the extent permitted by applicable federal grant regulations.

Priority Neighborhood

Ridge Street Priority Neighborhood \$201,884.12

Economic Development

Community Investment Collaborative Scholarships \$14,997.71

Public Service Programs (15% EN)

TJACH- Coordinated Entry Systems \$53,346.44

Housing Projects

AHIP-Homeowner Rehab \$78,538.13

Administration and Planning (20% EN)

Admin & Planning \$83,860.60

New Entitlement Amount \$419,303

Reprogramming \$13,324

Grand Total **\$432,627.00**

Expenditures

<i>Program</i>	<i>Amount</i>	<i>Fund</i>	<i>Internal order/Cost center</i>	<i>G/L Account</i>
Ridge Street Priority Neighborhood	\$201,884.12	218	1900361	530670
Community Investment Collaborative	\$14,997.71	218	1900362	530670
TJACH	\$53,346.44	218	1900363	530670
AHIP Homeowner Rehab	\$78,538.13	218	1900364	530670
Admin & Planning	\$83,860.60	218	3914004000	530670

Revenue

<i>Program</i>	<i>Amount</i>	<i>Fund</i>	<i>WBS Element</i>	<i>G/L Account</i>
Ridge Street Priority Neighborhood	\$201,884.12	218	P-0001 HUD IDIS Drawdown	431110
Community Investment Collaborative	\$14,997.71	218	P-0001 HUD IDIS Drawdown	431110
TJACH	\$53,346.44	218	P-0001 HUD IDIS Drawdown	431110
AHIP Homeowner Rehab	\$78,538.13	218	P-0001 HUD IDIS Drawdown	431110
Admin & Planning	\$83,860.60	218	P-0001 HUD IDIS Drawdown	431110

BE IT FURTHER RESOLVED that the amounts so appropriated as grants to other public agencies and private non-profit, charitable organizations (subrecipients) are for the sole purpose stated. The City Manager is authorized to enter into agreements with those agencies and organizations as he may deem advisable to ensure that the grants are expended for the intended purposes, and in accordance with applicable federal and state laws and regulations; and The City Manager, the Directors of Finance or Neighborhood Development Services, and staff are authorized to establish administrative procedures and provide for mutual assistance in the execution of the programs.

Approved by Council
December 21, 2020

Kyna Thomas, CMC
Clerk of Council

**APPROPRIATION OF FUNDS FOR
THE CITY OF CHARLOTTESVILLE'S 2020-2021
HOME FUNDS \$121,186.97**

WHEREAS, the City of Charlottesville has been advised of the approval by the U.S. Department of Housing and Urban Development of HOME Investment Partnerships (HOME) funding for the 2020-2021 fiscal year;

WHEREAS, it is a requirement of this grant that projects funded with HOME initiatives money be matched with local funding in varying degrees;

WHEREAS, the City of Charlottesville has been notified of the formula calculation error of the HOME Investment Partnerships Program (HOME) stemming from HUD field offices, dated October 22, 2020, with the corrected entitlement of \$80,575.13;

BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the local match for the above listed programs will be covered by the a surplus of match from previous appropriations from the Charlottesville Housing Fund (account CP-0084 in SAP system) in the amount of \$20,143.78. Project totals also include previous entitlement made available through program income of \$20,468.06. The total of the HUD money, program income, and the local match, equals \$121,186.97 and will be distributed as shown below.

PROJECTS	HOME EN	PI	MATCH	TOTAL
AHIP-Homeowner Rehab	\$33,498.40	\$13,234.03	\$10,071.89	\$56,804.32
Habitat for Humanity-DPA	\$47,076.73	\$7,234.03	\$10,071.89	\$64,382.65
Total	\$80,575.13	\$20,468.06	\$20,143.78	\$121,186.97

* includes Program Income which does not require local match.

Expenditures

<i>Program</i>	<i>Amount</i>	<i>Fund</i>	<i>Internal Order/Cost Center</i>	<i>G/L Account</i>
AHIP – Homeowner Rehab	\$56,804.32	210	1900365	530670
Habitat for Humanity - DPA	\$64,382.65	210	1900366	530670

Revenue

<i>Program</i>	<i>Amount</i>	<i>Fund</i>	<i>Internal Order</i>	<i>G/L Account</i>
Thomas Jefferson Planning District	\$33,498.40	210	1900365	432170
Thomas Jefferson Planning District	\$47,076.73	210	1900366	432170
City Match	\$20,143.78	210	CP-0084	498010
Program Income	\$26,468.06	210	1900280	451070

BE IT FURTHER RESOLVED the amounts so appropriated as grants to other public agencies and private non-profit, charitable organizations (subrecipients) are for the sole purpose stated. The City Manager is authorized to enter into agreements with those agencies and organizations as he may deem advisable to ensure that the grants are expended for the intended purposes, and in accordance with applicable federal and state laws and regulations; and

The City Manager, the Directors of Finance or Neighborhood Development Services, and staff are authorized to establish administrative procedures and provide for mutual assistance in the execution of the programs.

Approved by Council
December 21, 2020

Kyna Thomas, CMC
Clerk of Council

RESOLUTION
Approval of FY 2020-2021 Minor Annual Action Plan Amendment

BE IT RESOLVED, that the Charlottesville City Council hereby approves the FY 2020 - 2021 Minor Action Plan Amendment of the 2018-2022 Consolidated Plan. The corrected CDBG and HOME budget will be added into the 2020-2021 Annual Action Plan.

Approved by Council
December 21, 2020

Kyna Thomas, CMC
Clerk of Council

7

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	December 21, 2020
Action Required:	Appropriation and Approval
Presenter:	Erin Atak, Grants Coordinator
Staff Contacts:	Erin Atak, Grants Coordinator Symia Tabron, Accountant
Title:	Appropriation of CDBG & HOME Budget Allocations for FY 2020-2021 and Minor Amendment for Action Plan 2020-2021

Background:

This agenda item includes a minor action plan amendment, and corrected appropriations for the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds to be received by the City of Charlottesville from the U.S. Department of Housing and Urban Development (HUD).

Discussion:

In Fall 2019, the City of Charlottesville advertised a Request for Proposals (RFP) based on the priorities set by Council on September 16, 2019. The priorities were for affordable housing (priority for persons who are 0-50 percent AMI, including but not limited to low income housing redevelopment), support for the homelessness and those at risk of homelessness, workforce development (including but not limited to efforts to bolster section 3 training opportunities and partnerships with the City's GO programs, support for programs that aid in self-sufficiency, including but not limited to quality childcare), microenterprise assistance, and mental health and substance abuse services.

In February 2020 and March 2020, the CDBG/HOME Task Force reviewed and recommended housing and public service projects for funding and the Strategic Action Team reviewed and recommended economic development projects for funding. Later, on May 4th 2020, City Council reviewed and approved the CDBG and HOME budget for the 2020-2021 HUD Annual Action plan submittal.

On October 22, 2020, the City received a corrected notice from HUD regarding the CDBG and HOME programs. HUD had discovered an error in the formula calculation for the two programs stemming from issues at HUD field offices in California. A correction to the entitlement award has been issued, resulting a decrease in the City's allocation, an amount representing 99.97% of the total CDBG and HOME grants for FY 2020.

Community Engagement:

A request for proposals was held for housing, economic development, public facilities, and public service programs. Applications received were reviewed by the CDBG Task Force or SAT. Priority Neighborhood recommendations will be made by members who serve on the Priority Neighborhood Task Force. On February 18, 2020 and March 5, 2020 the proposed FY 20-21 CDBG and HOME budget came before the CDBG/HOME Taskforce for discussion. The Thomas Jefferson Planning District Commission held a virtual public hearing on May 7, 2020 for the CDBG and HOME budget/action plan and an additional virtual public hearing was held by Charlottesville City Council on May 4, 2020.

The Action Plan was advertised for a thirty-day comment period (March 26th – April 26th 2020) before being sent to HUD for approval. The Action Plan was sent to Charlottesville Neighborhood community members for comment. The Housing Directors Council had an opportunity to make comments on the Action Plan virtually during the thirty-day comment period. Comments received from Housing Directors were incorporated into the Action Plan. HUD approved the Action Plan on August 14, 2020.

In accordance with the CDBG/HOME Citizen Participation Plan, staff reviewed and made changes to the new CDBG and HOME budget. A minor Action Plan Amendment will be submitted for the 2020-2021 fiscal year. The minor Action Plan Amendment was advertised for five days under the covid-19 public notice waiver between November 30th and December 4th, 2020. The full action plan can be viewed on the City Website through the following [link](#).

Alignment with City Council’s Vision and Strategic Plan:

Approval of this agenda item aligns directly with Council’s vision for Charlottesville to have **Economic Sustainability, A Center for Lifelong Learning, Quality Housing Opportunities for All, and A Connected Community**. It contributes to variety of Strategic Plan Goals and Objectives including: Goal 1: Inclusive, Self-sufficient Community; Goal 3: Beautiful Environment; Goal 4: Strong, Diversified Economy; and Goal 5: Responsive Organization.

Budgetary Impact:

Proposed CDBG projects will be carried out using only the funds to be received by the City of Charlottesville from the U.S. Department of Housing and Urban Development (HUD) for the City's CDBG program. The HOME program requires the City to provide a 25% match (HOME match equals ¼ of the EN amount). The sum necessary to meet the FY 2020-2021 match is \$20,143.78, which will need to be appropriated out of the Charlottesville Housing Fund (CP-0084) at a future date.

Recommendation:

Staff recommends approval of the CDBG and HOME corrected budget, as well as approval of the minor 2020-2021 Action Plan Amendment of the 2018-2022 Consolidated Plan.

Alternatives:

No alternatives are proposed.

Attachments:

- HUD Correspondence – Correction Notice
- Appropriation Resolution for CDBG funds
- Appropriation Resolution for HOME funds
- Resolution for Minor 2020-2021 Action Plan Amendment

**APPROPRIATION OF FUNDS FOR
THE CITY OF CHARLOTTESVILLE'S 2020-2021
COMMUNITY DEVELOPMENT BLOCK GRANT - \$419,303**

WHEREAS, the City of Charlottesville has been advised of the approval by the U.S Department of Housing and Urban Development of a Community Development Block Grant (CDBG) for the 2020-2021 fiscal year in the total amount of \$432,691 that includes the new entitlement from HUD, dated February 18, 2020, amounting to \$419,367, and previous entitlement made available through reprogramming of \$13,324;

WHEREAS, City Council has received recommendations for the expenditure of funds from the CDBG/HOME Taskforce, the SAT; and has conducted a public hearing thereon as provided by law;

WHEREAS, the City of Charlottesville has been notified of the formula calculation error of the Community Development Block Grant (CDBG) program stemming from HUD field offices, dated October 22, 2020, with the corrected entitlement of \$419,303;

BE IT RESOLVED by the City Council of Charlottesville, Virginia, that the sums hereinafter set forth are hereby appropriated from funds received from the aforesaid grant to the following individual expenditure accounts in the Community Development Block Grant Funds for the respective purposes set forth; provided, however, that the City Manager is hereby authorized to transfer funds between among such individual accounts as circumstances may require, to the extent permitted by applicable federal grant regulations.

Priority Neighborhood

Ridge Street Priority Neighborhood \$201,884.12

Economic Development

Community Investment Collaborative Scholarships \$14,997.71

Public Service Programs (15% EN)

TJACH- Coordinated Entry Systems \$53,346.44

Housing Projects

AHIP-Homeowner Rehab \$78,538.13

Administration and Planning (20% EN)

Admin & Planning \$83,860.60

New Entitlement Amount \$419,303

Reprogramming \$13,324

Grand Total **\$432,627.00**

Expenditures

<i>Program</i>	<i>Amount</i>	<i>Fund</i>	<i>Internal order/Cost center</i>	<i>G/L Account</i>
Ridge Street Priority Neighborhood	\$201,884.12	218	1900361	530670
Community Investment Collaborative	\$14,997.71	218	1900362	530670
TJACH	\$53,346.44	218	1900363	530670
AHIP Homeowner Rehab	\$78,538.13	218	1900364	530670
Admin & Planning	\$83,860.60	218	3914004000	530670

Revenue

<i>Program</i>	<i>Amount</i>	<i>Fund</i>	<i>WBS Element</i>	<i>G/L Account</i>
Ridge Street Priority Neighborhood	\$201,884.12	218	P-0001 HUD IDIS Drawdown	431110
Community Investment Collaborative	\$14,997.71	218	P-0001 HUD IDIS Drawdown	431110
TJACH	\$53,346.44	218	P-0001 HUD IDIS Drawdown	431110
AHIP Homeowner Rehab	\$78,538.13	218	P-0001 HUD IDIS Drawdown	431110
Admin & Planning	\$83,860.60	218	P-0001 HUD IDIS Drawdown	431110

BE IT FURTHER RESOLVED that the amounts so appropriated as grants to other public agencies and private non-profit, charitable organizations (subrecipients) are for the sole purpose stated. The City Manager is authorized to enter into agreements with those agencies and organizations as he may deem advisable to ensure that the grants are expended for the intended purposes, and in accordance with applicable federal and state laws and regulations; and The City Manager, the Directors of Finance or Neighborhood Development Services, and staff are authorized to establish administrative procedures and provide for mutual assistance in the execution of the programs.

Approved by Council
December 21, 2020

Kyna Thomas, CMC
Clerk of Council

**APPROPRIATION OF FUNDS FOR
THE CITY OF CHARLOTTESVILLE'S 2020-2021
HOME FUNDS \$121,186.97**

WHEREAS, the City of Charlottesville has been advised of the approval by the U.S. Department of Housing and Urban Development of HOME Investment Partnerships (HOME) funding for the 2020-2021 fiscal year;

WHEREAS, it is a requirement of this grant that projects funded with HOME initiatives money be matched with local funding in varying degrees;

WHEREAS, the City of Charlottesville has been notified of the formula calculation error of the HOME Investment Partnerships Program (HOME) stemming from HUD field offices, dated October 22, 2020, with the corrected entitlement of \$80,575.13;

BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the local match for the above listed programs will be covered by the a surplus of match from previous appropriations from the Charlottesville Housing Fund (account CP-0084 in SAP system) in the amount of \$20,143.78. Project totals also include previous entitlement made available through program income of \$20,468.06. The total of the HUD money, program income, and the local match, equals \$121,186.97 and will be distributed as shown below.

PROJECTS	HOME EN	PI	MATCH	TOTAL
AHIP-Homeowner Rehab	\$33,498.40	\$13,234.03	\$10,071.89	\$56,804.32
Habitat for Humanity-DPA	\$47,076.73	\$7,234.03	\$10,071.89	\$64,382.65
Total	\$80,575.13	\$20,468.06	\$20,143.78	\$121,186.97

* includes Program Income which does not require local match.

Expenditures

<i>Program</i>	<i>Amount</i>	<i>Fund</i>	<i>Internal Order/Cost Center</i>	<i>G/L Account</i>
AHIP – Homeowner Rehab	\$56,804.32	210	1900365	530670
Habitat for Humanity - DPA	\$64,382.65	210	1900366	530670

Revenue

<i>Program</i>	<i>Amount</i>	<i>Fund</i>	<i>Internal Order</i>	<i>G/L Account</i>
Thomas Jefferson Planning District	\$33,498.40	210	1900365	432170
Thomas Jefferson Planning District	\$47,076.73	210	1900366	432170
City Match	\$20,143.78	210	CP-0084	498010
Program Income	\$26,468.06	210	1900280	451070

BE IT FURTHER RESOLVED the amounts so appropriated as grants to other public agencies and private non-profit, charitable organizations (subrecipients) are for the sole purpose stated. The City Manager is authorized to enter into agreements with those agencies and organizations as he may deem advisable to ensure that the grants are expended for the intended purposes, and in accordance with applicable federal and state laws and regulations; and

The City Manager, the Directors of Finance or Neighborhood Development Services, and staff are authorized to establish administrative procedures and provide for mutual assistance in the execution of the programs.

Approved by Council
December 21, 2020

Kyna Thomas, CMC
Clerk of Council

RESOLUTION
Approval of FY 2020-2021 Minor Annual Action Plan Amendment

BE IT RESOLVED, that the Charlottesville City Council hereby approves the FY 2020 - 2021 Minor Action Plan Amendment of the 2018-2022 Consolidated Plan. The corrected CDBG and HOME budget will be added into the 2020-2021 Annual Action Plan.

Approved by Council
December 21, 2020

Kyna Thomas, CMC
Clerk of Council

7

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



Agenda Date:	December 21, 2020
Action Required:	Approval of Resolution
Presenter:	Lauren Hildebrand, Director of Utilities
Staff Contacts:	David Brown, Director of Public Works Lauren Hildebrand, Director of Utilities Alex Ikefuna, Neighborhood Development Services Deputy Director
Title:	Land Use and Environmental Planning Committee 2020 Report

Background:

In 1986, the Planning and Coordination Council (PACC) was established with the purpose of promoting cooperation in planning and community development among the City of Charlottesville, Albemarle County and the University of Virginia (UVA). As an advisory body, PACC fostered cooperative planning and provided guidance and recommendations for decisions made by the City, the County and UVA.

In November 2019, City Council, Albemarle County Board of Supervisors and UVA approved dissolution of the PACC and established the Land Use and Environmental Planning Committee (LUEPC) in order to broaden PACC's collaboration beyond land use and to include environmental topics and sustainability. Also, LUEPC would allow professional staff to develop solutions on a continuous basis with regularly scheduled reports to leadership of all three entities. LUEPC is intended to be a vehicle to collaborate and coordinate land use and development plans and projects and to consider environmental and infrastructure issues facing the community.

Discussion:

Prior to the major COVID pandemic, LUEPC met in person in February 2020 and then, to date, virtually for the remainder of the year. The Committee decided on topics to concentrate on in the future and also identified what needed more detailed discussion. LUEPC's annual 2020 Report (attached) has been compiled and includes the highlights of the meetings. In addition, a Charter was finalized for the Committee (attached). When LUEPC was established by the three agencies, it was recommended that after one year, this new Committee and its process be evaluated to determine whether it is achieving its stated objectives. Since the membership's attention shifted to responding to the COVID pandemic and the emerging needs of our community, LUEPC's work did not advance as expected. Therefore, LUEPC is proposing the evaluation of achieving its stated objectives be postponed a year.

Alignment with City Council’s Vision and Strategic Plan:

This contributes to Goal 3 of the Strategic Plan: A Beautiful and Sustainable Natural and Built Environment.

Community Engagement:

The agenda and action items for the LUPEC’s meetings are published on the Thomas Jefferson Planning District Commission’s website for the community to review.

Budgetary Impact:

There are no budget impacts.

Recommendation:

Staff recommends approval of the resolution to postpone evaluating whether the Committee has achieved its stated objectives until the end of 2021.

Alternatives:

Council chooses to not support the resolution.

Attachments:

Proposed Resolution
2020 Report
Charter
LUEPC Membership

**RESOLUTION TO SUPPORT POSTPONING EVALUATING THE OBJECTIVES FOR
THE LAND USE AND ENVIRONMENTAL PLANNING COMMITTEE**

BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the Council hereby supports postponing evaluating the stated objectives for the Land Use and Environmental Planning Committee until the end of 2021.



Land Use and Environmental Planning Committee 2020 Report

The Land Use and Environmental Planning Committee (Committee or LUEPC) was established by the County of Albemarle, the City of Charlottesville, and the University of Virginia as a vehicle to share and coordinate land use and development plans and projects; consider environmental and infrastructure issues facing the community; and, from time to time, advance ideas and solutions that support the mutual advantage of the residents of the County of Albemarle and the City of Charlottesville and the University of Virginia community.

As part of its charge, the Committee is required to submit a report to the three entities. At the end of this first year, the entities were to evaluate the Committee's structure to determine if it had achieved the stated objectives. Given that the Committee's work commenced amidst the COVID-19 pandemic, the Committee respectfully requests that the entities postpone this evaluation until the conclusion of 2021.

The Committee met in February to develop its areas of concentration as defined by the three-party agreement - land use planning; environmental planning; and infrastructure. These early meetings clarified for the members that coordination and communication in planning and implementation would serve the community as a whole and advance the work of each entity but only if the actions, policies, and processes of the Committee were reflective of the ongoing commitment of the three entities to support an equitable and inclusive community. The Committee defines equity as all community members having access to community benefits and opportunities needed to reach their full potential and to experience optimal well-being and quality of life; inclusion means that all peoples shall be respected and valued as members of this community.

The members understand that the County, City and the University face similar environmental planning and project challenges. All three have a goal to reduce their community carbon footprint; increase the community's water quality by reducing stormwater runoff and the total mass of daily nutrient load; find sustainable landfill diversion solutions; and establish community partnerships through effective outreach programs. The Committee, by its nature, creates opportunities to address these shared challenges by coordinating community messaging and institutional practices.

In the area of infrastructure and development, the Committee believes that coordination and cooperative planning may allow the entities to recommend integrated multi-modal transportation support solutions that will permit community members to move with greater ease throughout the region; as well as address the community's aging infrastructure issues.

Though not a specific focus area for the Committee, it recognizes that our community faces housing and transportation challenges that may be supported through the Committee's efforts as would the broader topics of broadband and planning of utility corridors as they relate to development.

After refining these focus areas, the members began work on the Committee’s charter but on March 12, 2020, Governor Northam declared a COVID-19 State of Emergency and the entities’ attention shifted to responding to the pandemic and the emerging needs of our community. Despite this, the Committee was determined to move forward and create a firm foundation for its future work. Consequently, the Committee applied its limited time to developing and adopting a charter which includes the Committee’s charge statement; organization; and communication protocols. The charge statement incorporates the purpose of the dissolution of the Planning & Coordination Council and PACC Tech and its reformation into the LUEPC: expand the membership of the Committee to include the University of Virginia Foundation and the Rivanna Water and Sewer Authority; to extend collaboration beyond land use to include environmental topics; and to allow professional staff to collaborate and develop solutions on a continuous basis.

The membership and organization statement reflect the reality that representation on the Committee may change over time as its work evolves and member organizations are realigned. Decisions for action items and recommendations for “report outs” shall be made by general consensus among the Committee members present at a meeting; if general consensus does not serve to determine a clear direction, there is a fair and equitable alternate voting option. There is a standing subcommittee for planning agendas and reviewing the Committee’s action minutes to ensure accuracy and transparency and the Committee may also establish other standing subcommittees or teams and objective-specific task forces as it deems necessary.

The Committee meets approximately once a month, or as otherwise agreed by the Committee. Though Committee and subcommittee meetings are not open to the public, the date and agenda of meetings, as well as the Action Items that result from a meeting, are published on a [website](#) hosted by the Thomas Jefferson Planning District Commission.

As circumstances allow in the final quarter of 2020, and into 2021, the Committee anticipates a robust engagement on the following matters, either as planning collaborations or project specific discussions:

- landfill diversion, to include construction demolition debris
- night skies
- land use planning updates, along with coordination and collaboration
- community climate action, mitigation and resiliency planning
- capital development program and plans sharing

Moving forward, the Committee will seek to coordinate the entities’ planning and project specific work by building relationships between organizations that foster coordination, cooperation and compromise. Through this work, the Committee will strive to ensure that the actions, policies, and processes of the Committee are reflective of an ongoing commitment by the entities to support an equitable and inclusive community.

Exhibit A
LUEPC Charter

Land Use and Environmental Planning Committee
Charge Statement, Membership,
Organization, Communication and Transparency
2020

Introduction

In 1986, the Planning & Coordination Council (PACC) was established as a part of a Three-Party Agreement promoting cooperation in planning and community development between the City of Charlottesville (City), Albemarle County (County), and the University of Virginia (UVA), known collectively as The Entities. See Exhibit A. The PACC was created as an advisory body to foster cooperative planning and provide guidance and recommendations for decisions made by the City, County, and UVA; PACC Tech was a subcommittee of the PACC comprised of staff from the City, County and UVA.

In the fall of 2019, the County, City and UVA dissolved PACC and PACC Tech and reformed the committee as the Land Use and Environmental Planning Committee (LUEPC or Committee). This was done upon the recommendation of the Charlottesville City Manager, the Albemarle County Executive, and the University's Vice President of Operations, and subsequently approved by each entity's governance structures. The purpose of the dissolution and reformation:

- broaden participation to include all elected members of the City Council and Board of Supervisors together with University leadership at biannual public meetings;
- expand membership of the committee to include the University of Virginia Foundation and the Rivanna Water and Sewer Authority;
- extend collaboration beyond land use to include environmental and sustainability topics, as well as other collaborative opportunities which may present themselves over time;
- allow professional staff to collaborate and develop solutions on a continuous basis with regularly scheduled reports to leadership of all three entities; and
- retain visibility into the substance of the work via publicly posted agendas, notes, and materials.

Charge Statement

The Land Use and Environmental Planning Committee is established as a vehicle to share and coordinate land use and development plans and projects; consider environmental and infrastructure issues facing the community; and, from time to time, advance ideas and solutions that support our mutual advantage. The LUEPC may also serve as an advisory committee to the City, County, and UVA. The Committee will meet regularly to discuss timely issues from each entity and share that information with the public and each entity's senior leadership at biannual updates of all three entities.



Through its work, the Committee further seeks to ensure that the actions, policies, and processes of the Committee are reflective of an ongoing commitment by the entities to support an equitable and inclusive community. The Committee defines equity as all community members having access to community benefits and opportunities needed to reach their full potential and to experience optimal well-being and quality of life; inclusion means that all peoples shall be respected and valued as members of this community.

The Three-Party Agreement dated May 5, 1986, remains in effect as to land use planning between the City, County and UVA.

Membership, Organization, Communication and Transparency

The Committee is comprised of representatives from the City, County, UVA, the UVA Foundation (Foundation), and Rivanna Water & Sewer Authority (RWSA), as well as representatives from the City's and County's planning commissions. See Exhibit B. It can be expected that representation may change over time as the work of the Committee evolves and member organizations are realigned. Voting members may bring staff and advisors, such as subject matter experts, that they deem necessary to address the issues that are currently before the Committee. Proxies may be sent to Committee meetings.

Decisions for action items and recommendations for report outs shall be made by general consensus among the Committee members present at a meeting. If general consensus does not serve to establish a clear direction, the Chair or Vice Chair may call for a vote by quorum. A majority, that is fifty percent plus one, of the voting members of the Committee present at the time shall constitute a quorum. Support staff are not considered voting members of the Committee unless they have been designated as such in writing by the member. Each entity, the City, County and UVA, will have three (3) votes to cast; the Foundation and RWSA will each have one (1) vote to cast.

There will be a standing Planning Team for the Committee. The City, County, UVA, Foundation and RWSA shall provide a designee to this team: Chair and Vice Chair shall be members of the Team and the Team may include representatives from other participating entities. The Planning Team will be responsible for setting agendas and reviewing the Committee's action minutes to ensure accuracy and transparency, prior to public posting. Action Minutes will be published to the website within 10 business days after a meeting, when possible. The Planning Team will meet as often as necessary to fulfill its responsibilities to the Committee.

The Committee may establish other standing subcommittees or teams and objective-specific task forces as it deems necessary.

One of the entities will agree to host the year's meetings; this duty will rotate annually, starting in January. A Chair shall be designated from the host organization; a Vice Chair shall be designated from the next year's host organization. The host organization shall:

- Provide meeting space and the opportunity for virtual participation, for the Committee as well as space for any standing or ad hoc subcommittees or task forces, as appropriate;

- Provide staff for the purpose of scheduling and coordinating meeting logistics for Committee and subcommittee meetings; and
- Coordinate publishing of agendas and meeting notes.

The Committee shall meet approximately once a month, or as otherwise agreed by the Committee, with the date and time of the meetings kept relatively constant. Though Committee and subcommittee meetings are not open to the public, the date and agenda of the meetings will be published.

The Committee shall, not less than twice each year, present reports summarizing the group's work at public meetings with leaders from the City, County, and UVA.

Exhibit B
LUEPC Membership by title (Current Holder of that Title)
As of November 2020

Albemarle County

- Community Development Director (Jodie Filardo)
- Facility and Environmental Services Director (Lance Stewart)
- Representative from the County Planning Commission (Julian Bivins)

City of Charlottesville

- Neighborhood Development Services Director (Alex Ikefuna)
- Director of Public Works (David Brown)
- Director of Public Utilities (Lauren Hildebrand)
- Representative from the City Planning Commission (Hosea Mitchell)

Rivanna Water & Sewer Authority

- Executive Director (Bill Mawyer)

University of Virginia

- Architect for the University (Alice Raucher)
- Director of Facilities Management Operations (Cheryl Gomez)
- Assistant Vice President, Real Estate and Leasing Services (Charlie Hurt)

University of Virginia Foundation

- Director of Design and Development (Fred Missel)
- Director of Real Estate Asset Management (Maryellen Dolan)