

CITY COUNCIL AGENDA
Monday, February 4, 2019



6:30 p.m.

Regular Meeting - CALL TO ORDER
Council Chambers

PLEDGE OF ALLEGIANCE
ROLL CALL
ANNOUNCEMENTS
PROCLAMATIONS

1. CONSENT AGENDA* 5-0 (Items removed from consent agenda will be considered at the end of the regular agenda)

Galvin / Bellamy

- a. Minutes – January 22, 2019 Regular Meeting; January 23, January 30, and January 31, 2019 Work Sessions
- b. **APPROPRIATION:** Grant for bicycle and pedestrian improvements at Monticello Ave/Ridge Street and Monticello/2nd Street - \$547,730 (2nd of 2 readings)
- c. **APPROPRIATION:** Housing Opportunities for People with AIDS/H.I.V. - \$213,012 (2nd of 2 readings)
- d. **APPROPRIATION:** Employment for Temporary Aid to Needy Families (TANF) Grant - \$66,623.53 (2nd of 2 readings)
- e. **APPROPRIATION:** Home to Hope Peer Navigators Funding - \$405,000 (2nd of 2 readings)
- f. **RESOLUTION:** Funding for Summer Clerk for Commonwealth's Attorney Office - \$12,000 (1st of 1 reading)
- g. **RESOLUTION:** Designate Friendship Court Site as a Revitalization Area (1st of 1 reading)
- h. **RESOLUTION:** Designate Crescent Halls Site as a Revitalization Area (1st of 1 reading)
- i. **RESOLUTION:** Designate South First Street Site as a Revitalization Area (1st of 1 reading)
- j. **ORDINANCE:** Approve Amendments to CACVB Operating Agreement (2nd of 2 readings)
- k. **ORDINANCE:** Increase in Limit for Small Purchase Procurement (1st of 2 readings)

CITY MANAGER RESPONSE TO COMMUNITY MATTERS (FROM PREVIOUS MEETINGS)

COMMUNITY MATTERS

Public comment is provided for up to 16 speakers at the beginning of the meeting (limit 3 minutes per speaker.) Pre-registration is available for up to 8 spaces, and pre-registered speakers are announced by noon the day of the meeting. The number of speakers is unlimited at the end of the meeting.

**2. PUBLIC HEARING
RESOLUTION*:**

Special Use Permit for 901 River Road (1st of 1 reading) **4-1 Bellamy/Hill (Walker – No)**

**3. PUBLIC HEARING
RESOLUTION*:**

Emmet Street Streetscape Concept (1st of 1 reading) **5-0 Galvin/Hill**

**4. PUBLIC HEARING
RESOLUTION*:**

5th Street/Ridge/McIntire Multimodal Corridor Concept (1st of 1 reading) **5-0 Hill/Galvin**

**5. PUBLIC HEARING
ORDINANCE*:**

Lease Terms for Albemarle-Charlottesville Historical Society at 200 2nd Street, NE (1st of 2 readings)

6. RESOLUTION*:

CRHA Drawdown Request of Previously Appropriated Funds (1st of 1 reading) **5-0 Bellamy/Signer**

7. RESOLUTION*:

Resources Required for Comprehensive Plan Completion and Long Range Planning (1st of 1 reading) **5-0 Hill/Galvin**

8. RESOLUTION*:

Re-Naming Preston Avenue (1st of 1 reading) **5-0 Galvin/Hill**

9. RESOLUTION*:

Designation of New Community Event to be Held Annually in August (1st of 1 reading) **5-0 Bellamy/Galvin**

**OTHER BUSINESS
MATTERS BY THE PUBLIC**

*ACTION NEEDED

APPROPRIATION

Virginia Department of Transportation (VDOT) Bicycle and
Pedestrian Safety Program (BPSP)
Monticello Ave/Ridge Street – \$209,500
Monticello/2nd Street – \$338,230

WHEREAS, the Bicycle and Pedestrian Safety Program (BPSP), provides Federal funding for intersection improvements that target the reduction in the number and severity, or the risk of and exposure to crashes, and has awarded the City of Charlottesville \$547,730 for such improvements; and

WHEREAS, the BPSP program is a 100% reimbursement program requiring the City to meet all federal guidelines to qualify; and

WHEREAS, the City desires to fund design with local CIP to accelerate project implementation to align with scheduled roadway maintenance;

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

Revenues

\$209,500	Fund: 426	WBS: P-01006	G/L Account: 430120
\$338,230	Fund: 426	WBS: P-01007	G/L Account: 430120

Expenses

\$209,500	Fund: 426	WBS: P-01006	G/L Account: 519999
\$338,230	Fund: 426	WBS: P-01007	G/L Account: 519999

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

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

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

Revenues

\$213,012 Fund: 209 IO: 1900322 (H.O.P.W.A.) G/L: 430120 Federal Pass-Thru State

Expenditures

\$213,012 Fund: 209 IO: 1900322 (H.O.P.W.A.) G/L: 530550 Contracted Services

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

APPROPRIATION

**Virginia Department of Social Services (V.D.S.S.) Employment for Temporary Aid to
Needy Families (T.A.N.F.) Participants Grant
\$66,623.53**

WHEREAS, the City of Charlottesville has received funds from the Virginia Department of Social Services in the amount of \$56,630 requiring a \$9,993.53 in local in-kind match provided by the Office of Economic Development through the Workforce Investment Fund; and

WHEREAS, the funds will be used to support workforce development training programs provided by the Office of Economic Development; and

WHEREAS, the grant award covers the period from January 1, 2019 and June 30, 2020;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$66,623.53 is hereby appropriated in the following manner:

Revenue – \$56,630

\$56,630	Fund: 209	IO: 1900284	G/L: 430120 State/Fed pass thru
\$56,630	Fund: 209	IO: 1900284	G/L: 498010 Transfers from Other Funds

Expenditures - \$66,623.53

\$66,623.53	Fund: 209	IO: 1900284	G/L: 599999 Lump Sum
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Transfer From - \$9,993.53

\$9,993.53	Fund: 425	WBS: P-00385	G/L: 561209 Transfer to State Grants
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BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$56,630 from the Virginia Department of Social Services and the matching in-kind funds from the Office of Economic Development through the Workforce Investment Fund.

APPROPRIATION
Home to Hope Peer Navigators Funding
\$405,000

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlottesville, Virginia that the sum of \$30,000 is hereby transferred for to the GO Peer Support Training Program from currently appropriated funds in the Council Priority Initiatives Fund in the General Fund as follows:

<u>Transfer From:</u>			
\$30,000	Fund: 105	Cost Center: 1011001000	G/L Account: 599999
<u>Transfer To:</u>			
\$30,000	Fund: 213	Cost Center: 3411001000	G/L Account: 599999
\$30,000	Fund: 213	Cost Center: 3411001000	G/L Account: 498010

BE IT FURTHER RESOLVED that the sum of \$375,000 is hereby transferred for to the Home to Hope Peer Navigator Unit (\$275,000) and the Flexible Funds for Practical Needs (\$100,000) programs from currently appropriated funds in the Equity Fund in the General Fund as follows:

<u>Transfer From:</u>			
\$375,000	Fund: 105	Cost Center: 1011001000	G/L Account: 599999
<u>Transfer To:</u>			
\$375,000	Fund: 213	Cost Center: 3411001000	G/L Account: 599999
\$375,000	Fund: 213	Cost Center: 3411001000	G/L Account: 498010

RESOLUTION

**Commonwealth's Attorney Summer Law Clerk – Transfer of Funds
\$12,000**

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that funding from the City Council Strategic Initiatives account is transferred to the Commonwealth Attorney's budget for the summer law clerk internship position in the following manner:

Transfer From:

\$12,000 *Fund: 105* *Cost Center: 1011001000* *G/L Account: 599999*

Transfer To

\$12,000 *Fund: 105* *Cost Center: 1401001000* *G/L Account: 519999*

RESOLUTION

Revitalization Area Certification for Friendship Court Parcel Number: 280112000

BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that Friendship Court is located within a Revitalization Area, defined by the Virginia Housing Development Authority as any area that 1) the industrial, commercial or other economic development of such area will benefit the city or county but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; AND 2) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

RESOLUTION

Revitalization Area Certification for Crescent Halls Parcel ID: 280218000

BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that Crescent Halls is located within a Revitalization Area, defined by the Virginia Housing Development Authority as any area that 1) the industrial, commercial or other economic development of such area will benefit the city or county but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; AND 2) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

RESOLUTION

Revitalization Area Certification for South 1st Street Parcel ID: 260115000

BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the South 1st Street site is located within a Revitalization Area, defined by the Virginia Housing Development Authority as any area that 1) the industrial, commercial or other economic development of such area will benefit the city or county but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; AND 2) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

**AN ORDINANCE TO AMEND THE AGREEMENT
TO OPERATE A JOINT CONVENTION AND VISITORS'
BUREAU**

WHEREAS, the City of Charlottesville (hereinafter "City") and Albemarle County (hereinafter "County") adopted, by ordinance, an Agreement to Operate a Joint Convention and Visitors' Bureau (hereinafter "Agreement") on June 18, 2018; and

WHEREAS, the City and County desire to amend the Agreement by adding an additional City Councilor and member of the County Board of Supervisors to the Charlottesville-Albemarle Convention and Visitors' Bureau (hereinafter "CACVB") Executive Board; and

WHEREAS, the City and County further desire to amend the Agreement by adding a representative of the arts community, and a representative of the recreation community to the CACVB Executive Board; and

WHEREAS, the City and County further desire to amend the Agreement by providing a CACVB Executive Board vote to the President of Chief Executive Officer of the Thomas Jefferson Foundation; and

WHEREAS, the City and County further desire to amend the Agreement by deleting references to the CACVB Advisory Board.

NOW, THEREFORE, BE IT ORDAINED THAT the Council of the City of Charlottesville, pursuant to Virginia Code Section 15.2- 1300, hereby amends the Agreement as described above and as further detailed in the amendments attached hereto as Exhibit A; and

BE IT FURTHER ORDAINED THAT the City Manager is hereby authorized to execute the Agreement on behalf of the City, after the City Attorney approves the Agreement as to form.

This ordinance shall be effective immediately.

**FIRST AMENDED AGREEMENT TO OPERATE
A JOINT CONVENTION AND VISITORS' BUREAU**

THIS AGREEMENT is entered into this ___ day of ~~June~~January, 201~~8~~9, by and between the County of Albemarle, Virginia (the "County") and the City of Charlottesville, Virginia (the "City"). This agreement may be referred to as the "CACVB Agreement" and "this Agreement." The County and the City may be referred to collectively as the "Parties."

RECITALS

- R-1** The County and the City are each enabled by Virginia Code § 15.2-940 to "expend funds from the locally derived revenues of the locality for the purpose of promoting the resources and advantages of the locality"; and
- R-2** The County is enabled by Virginia Code § 58.1-3819 to expend Transient Occupancy Taxes collected by it (amounts in excess of two percent of the total five percent authorized to be collected) solely for tourism and travel, marketing of tourism or initiatives that, as determined after consultation with tourism industry organizations, including representatives of lodging properties located in Albemarle County, attract travelers to the County, increase occupancy at lodging properties, and generate tourism revenues within the County; and
- R-3** The County and the City are each enabled by Virginia Code § 15.2-1300 to jointly exercise the authority granted to them pursuant to Virginia Code § 15.2-940, and they desire to enter into an agreement with one another to continue to jointly fund and operate the local convention and visitors' bureau; and
- R-4** The County and the City desire to promote the resources and advantages of the County and the City, and to do so through the Charlottesville-Albemarle Convention and Visitors' Bureau as provided in this Agreement.

STATEMENT OF AGREEMENT

The County and the City agree to the following:

1. Convention and Visitors' Bureau Established and Authorized.

The Charlottesville-Albemarle Convention and Visitors Bureau (the "CACVB") is re-established and re-authorized.

2. Purpose of the CACVB.

The purpose of the CACVB is to promote the resources and advantages of the County, the City, and the region pursuant to the terms and conditions of this Agreement, including marketing of tourism, as well as marketing of initiatives that: attract travelers to the City and County, increase lodging at properties located within the City and County, and generate tourism revenues within the City and County.

3. Organization of the CACVB.

The CACVB shall be organized to have an Executive Board, ~~an Advisory Board~~, an Executive Director, and staff serving the CACVB.

A. Executive Board. An Executive Board is hereby established, and its composition and powers and duties are as follows:

- 1. Composition.** The Executive Board shall be composed of the following ~~nine~~fifteen voting members and ~~four~~ one non-voting members:

- a. ~~One~~Two members** of the County Board of Supervisors.

- b. ~~One~~Two members of the Charlottesville City Council.
 - c. The County Executive or his designee.
 - d. The Charlottesville City Manager or his designee.
 - e. The County Director of Economic Development or his designee.
 - f. The City Director of Economic Development or his designee.
 - g. The Executive Vice President of the University of Virginia or his designee.
 - h. One tourism industry organization representative appointed by the County Board of Supervisors ~~for a two year term; no person serving under this appointment may be appointed to more than four consecutive two year terms, exclusive of time served in the unexpired term of another as provided in Section 3(A)(2)(b).~~
 - i. One tourism industry organization representative appointed by the Charlottesville City Council ~~for a two year term; no person serving under this appointment may be appointed to more than four consecutive two year terms, exclusive of time served in the unexpired term of another, as provided in Section 3(A)(2)(b).~~
 - ~~j. One representative of the arts community jointly appointed by designated members of the County Board of Supervisors and the Charlottesville City Council as provided in Section 3(A)(2)(c).~~
 - ~~k. One representative of the recreation community jointly appointed by designated members of the County Board of Supervisors and the Charlottesville City Council as provided in Section 3(A)(2)(c).~~
 - ~~l. One representative of the Chamber of Commerce jointly appointed by designated members of the County Board of Supervisors and the Charlottesville City Council as provided in Section 3(A)(2)(c).~~
 - ~~m. The President or Chief Executive Officer of the Thomas Jefferson Foundation or his designee.~~
 - ~~jn. The Executive Director of the CACVB (non-voting member).~~
 - ~~k. The Chair of the Advisory Board (non-voting member).~~
 - ~~l. A representative of the Chamber of Commerce (non-voting member).~~
 - ~~m. The President or Chief Executive Officer of the Thomas Jefferson Foundation or his designee (non-voting member).~~
2. **Appointments to the Executive Board.** Appointments to the Executive Board shall be made as follows:
- a. Appointment of Members of the County Board of Supervisors and the Charlottesville City Council; Alternates.** The members of the County Board of Supervisors and the Charlottesville City Council who ~~shall~~ serve on the Executive Board shall be appointed by their respective governing bodies for terms determined by the respective governing bodies. The County Board of Supervisors and the Charlottesville City Council may appoint alternates to attend any meeting(s) that the regular appointees cannot attend. An alternate attending a meeting in place of the regular member may vote on behalf of the Board or Council at any such meeting.

b. Appointment of Representatives of Tourism Industry Organizations; Term. The tourism industry representatives identified in Sections 3(A)(1)(h) and (i) shall be appointed by a majority vote of the members of the County Board of Supervisors or the Charlottesville City Council, respectively, present and voting. Each appointment shall be for a two-year term; no person serving under this appointment may be appointed to more than four consecutive two-year terms, exclusive of time served in the unexpired term of another.

c. Appointment of Representatives of the Arts and Recreation Communities and the Chamber of Commerce; Term. The arts and recreation community representatives and the Chamber of Commerce representative identified in Sections 3(A)(1)(j), (k), and (l) shall be made by a majority of the four members of the County Board of Supervisors and the Charlottesville City Council appointed to the Executive Board. Each appointment shall be for a two-year term; no person serving under this appointment may be appointed to more than four consecutive two-year terms, exclusive of time served in the unexpired term of another.

3. Powers and Duties of the Executive Board. The Executive Board shall:

- a. **Adopt a Strategic Plan.** Adopt a strategic plan for the CACVB that is consistent with the purposes of the CACVB.
- b. **Adopt By-laws.** Adopt by-laws, which shall include procedures and rules for electing a chair, a vice-chair, the conduct of its meetings, and regulating the business of the Executive Board.
- c. **Adopt Policies and Plans.** Adopt any policies or plans consistent with the purposes of the CACVB and that may provide direction to the CACVB.
- d. **Marketing Strategies, Performance Measures, and Indicators.** Approve general marketing strategies and programs, and establish performance measures and indicators.
- e. **Hold Meetings; Quorum; Voting.** Hold a regular meeting at least once every two months. Each meeting shall be conducted in compliance with the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 *et seq.*). ~~Four~~Eight voting members of the Executive Board physically present at the meeting ~~shall~~ constitute a quorum. The Executive Board shall act only by a majority vote of those voting members present and voting at a lawfully held meeting.
- f. **Adopt a Budget.** Adopt a budget for the CACVB's operations and activities each fiscal year.
- g. **Contracts.** Acting through its Executive Director, arrange or contract for (in the name of the CACVB) the furnishing by any person or company, public or private, of goods, services, privileges, works or facilities for and in connection with the scope of Section 2 of this Agreement, ~~above~~ and the administrative operations of the CACVB and its offices. The contracts may include any contracts for consulting services related to tourism marketing and to promoting the County, the City, and the region.
- h. **Appoint the Executive Director; Performance; Termination.** ~~The Executive Board shall~~ ~~a~~Appoint the Executive Director, who shall serve at the pleasure of the Executive Board, and evaluate the Executive Director's performance each year. If the CACVB does not have an Executive Director or an interim Executive Director on July 1, 2018, until the Executive Board appoints an interim or permanent Executive Director, the County shall provide an

employee currently on its payroll to serve as an interim Executive Director for the CACVB, commencing July 1, 2018 and continuing only until such time as the newly constituted Executive Board has appointed an interim or permanent Executive Director.

- i. **Offices.** ~~The CACVB shall provide~~ provide regular staffed visitor services at one location within the City of Charlottesville and one location within the County of Albemarle. Additional locations may be approved by the Executive Board. The Executive Board shall approve the location and terms and conditions for purchasing or leasing any CACVB office(s), and may, by recorded vote or resolution, authorize the Executive Director to execute any required instrument pertaining thereto.
- j. **Official Seal.** Establish and maintain an official seal, which may be altered at will, and to use it, or a facsimile of it, by impressing or affixing it, or in any other manner reproducing it.

4. Attendance. Members of the Executive Board or their designees are expected to attend all regular meetings of the Executive Board. The Executive Board may request the County Board of Supervisors or the Charlottesville City Council, as the case may be, to replace any Executive Board Member appointed by that body, or the designated members thereof, to replace any Member who is absent, or whose designee is absent, from more than three regular meetings during a calendar year.

B. Advisory Board. ~~A seven-member Advisory Board is hereby established, and its composition and powers and duties are as follows:~~

1. Composition. ~~The initial membership of the Advisory Board shall be composed of those members of the Management Board appointed pursuant to the July 1, 2004 Agreement and whose terms have not expired as of June 30, 2018. The initial Advisory Board members shall continue to serve as members of the Advisory Board until their terms expire under their appointment (the "Holdover Term"). Thereafter, the Executive Board shall appoint each member to the Advisory Board as provided in subsection 3(B)(2), as each Holdover Term expires.~~

2. Appointments to the Advisory Board. ~~The Executive Board shall appoint persons to serve on the seven-member Advisory Board as follows:~~

a. Qualifications. ~~Any person appointed to the Advisory Board shall have experience or expertise in the local tourism industry ("stakeholders").~~

b. Terms and Term Limits. ~~Each appointment to the Advisory Board, other than to fill a vacancy during an appointee's term, shall be for a two-year term. No person may be appointed to more than four consecutive two-year terms in an appointed seat, exclusive of time served in the unexpired term of another.~~

c. Filling a Vacancy. ~~The Executive Board may fill a vacancy according to procedures set forth within its duly adopted bylaws and procedures. An appointment to fill a vacancy arising during an unexpired appointee's term shall be only for the remainder of the unexpired term. In making appointments to the Advisory Board, the Executive Board shall ensure that the Advisory Board always contains at least three (3) County stakeholders and at least three (3) City stakeholders.~~

d. Holdover. ~~Any member of the Advisory Board whose term expires may continue to serve on the Advisory Board until a successor is appointed.~~

3. Powers and Duties of the Advisory Board. ~~The Advisory Board has the following powers and~~

duties:

- ~~a. **Meetings; Quorum; Voting.** The Advisory Board shall hold a regular meeting at least once every two months. Each meeting shall be conducted in compliance with the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 *et seq.*). Four members of the Advisory Board physically present at the meeting shall constitute a quorum. The Advisory Board shall act only by a majority vote of those members present and voting at a lawfully held meeting.~~
- ~~b. **Advisor to the Executive Board.** The Advisory Board shall serve as an advisor to the Executive Board. This duty includes, but is not limited to, making recommendations to the Executive Board pertaining to marketing strategies and performance measures and performance indicators.~~
- ~~c. **Reports.** Prepare and provide reports to the Executive Board pertaining to matters within the scope of Section 2 of this Agreement.~~
- ~~d. **Committees.** Establish committees to research and provide reports to the Advisory Board on issues pertaining to promoting the resources and advantages of the County, the City, and the region.~~

CB. Executive Director. The position of Executive Director is hereby established. The powers and duties of the Executive Director are as follows:

1. **Promotion.** Promote the resources and advantages of the County, the City, and the region pursuant to the terms and conditions of this Agreement, the Strategic Plan, and other policies and plans adopted by the Executive Board within the scope of Section 2 of this Agreement, subject to the following:
 - a. **Services Provided Until Executive Board Directs Otherwise.** Beginning July 1, 2018, and until the Executive Board directs otherwise, the Executive Director and the persons hired to provide services for the CACVB shall provide the services identified in **Attachment A**, incorporated by reference herein.
 - b. **Services Identified by the Executive Board to be Provided.** When the Executive Board identifies different or additional services to be provided by the CACVB, the Executive Director and the persons hired to provide services for the CACVB shall provide those services. The different or additional services may include, but are not limited to, expanding destination packages focusing on the arts, wineries, breweries, and distilleries; promoting heritage and cultural tourism and including this area's African-American heritage; promoting agritourism; promoting outdoor recreational tourism for activities such as hiking, bicycling, kayaking, and canoeing; and developing and promoting events and activities related to the arts, local resources, and local businesses.
2. **Budgeting.** Recommend an annual budget to the Executive Board.
3. **Contracting.** Execute contracts on behalf of the CACVB; perform the duties of purchasing officer on behalf of the Executive Committee, subject to compliance with Albemarle County procurement ordinances and procedures. The Executive Director shall procure all goods and services in compliance with the County's procurement laws and procedures, or may delegate procurement responsibilities to the County's purchasing agent.
4. **Reports.** The Executive Director shall provide to the Executive Board any reports required by this Agreement or requested by the Executive Board.

5. **Distribute the Budget and Provide a Balance Sheet.** The Executive Director shall provide the CACVB's adopted annual budget to the County and the City and a balance sheet showing the CACVB's revenues and expenditures for the prior fiscal year and the fund balance, if any, from the prior fiscal year. The budget and the balance sheet shall be provided by December 31 each year.
6. **Employees.** The Executive Director shall recruit, hire, and manage persons to be employed to perform services for the CACVB, subject to Section 8 of this Agreement.

4. **Funding the CACVB.**

The CACVB shall be funded as follows:

- A. **Funding Cycle.** The County and the City agree to fund the activities and responsibilities of the CACVB during each Fiscal Year (July 1 through June 30 of each calendar year) in which this Agreement remains in effect, beginning with the Parties' Fiscal Year 2019.
- B. **Funding Levels.** Subject to Subsection 4(F), the County and the City shall provide funding for the CACVB in each Fiscal Year in an amount equal to 30 percent of its Transient Occupancy Tax revenues collected by it in the most recent Fiscal Year ("Actuals"). This specified percentage and obligation is based on, and specifically limited to, a Transient Occupancy Tax of five percent in each locality. If either the County or the City enacts a Transient Occupancy Tax greater than five percent, that Party's funding obligation under the formula in this subsection is not changed by the increase in the tax rate for the Transient Occupancy Tax.
- C. **Payments to the Fiscal Agent.** Annual funding provided pursuant to Subsection 4(B) shall be delivered by the Party that is not the Fiscal Agent to the Party that is the Fiscal Agent in equal quarterly payments, payable on July 1, October 1, January 1, and April 1 each year, due upon receipt of an invoice from the Fiscal Agent.
- D. **Budget.** The budget prepared and recommended by the Executive Director, shall be presented to the Executive Board, and the recommended budget shall use the Actuals provided by the County and the City and referenced in Subsection 4(B), and any other revenue sources. Following receipt of a recommended budget from the Executive Director, the Executive Board shall take action to approve an annual budget, no later than May 1 each calendar year.
- E. **Documenting Costs.** All costs incurred and expenditures made by the CACVB in the performance of its obligations under this Agreement shall be supported by payrolls, time records, invoices, purchase orders, contracts, or vouchers, and other documentation satisfactory to the County and the City, evidencing in proper detail the nature and propriety of the costs. Records shall be maintained in accordance with Virginia law. Upon request by either the County or the City, the Executive Director shall allow City or County officials to inspect the documentation and records pertaining in whole or in part to this Agreement, or the Executive Director may, if acceptable to the requesting party, provide reports summarizing information within CACVB's records.
- F. **Appropriations.** Notwithstanding any other provisions of this Agreement, the County's and the City's obligation to fund the CACVB is expressly contingent upon the availability of public funds derived from Transient Occupancy Tax revenues and the annual appropriations of those funds thereof by the Parties. The City's appropriations of funds for the promotion and advertisement of the City are and shall be further subject to the provisions of Section 21 of the City's Charter.

5. **Permitted and Prohibited Uses of Funds, Goods, and Services by the CACVB.**

The CACVB shall expend revenues and use its funds, goods, and services only as follows:

- A. **Purposes for Which Tax Revenues May be Spent.** Revenues appropriated by the County and the City to the CACVB shall be expended only for the purposes for which their respective Transient Occupancy Tax revenues may be spent, as may be governed by state enabling legislation, the City's charter, and local ordinances.
- B. **Prohibited Use of Funds, Goods, and Services for Political Purposes.** The CACVB shall not expend its funds, use its materials or property, or provide services, either directly or indirectly, for any partisan political activity, to further the election of, or to defeat, any candidate for public office.

6. **Duration of this Agreement; Termination.**

This Agreement shall be effective on July 1, 2018 and remain in effect until it is terminated by the Parties, or either of them, as follows:

- A. **Termination by One Party.** Either the County or the City may terminate this Agreement by giving at least six months' written notice to the other Party.
- B. **Termination by Mutual Agreement.** The County and the City may mutually agree to terminate this Agreement under any terms and conditions they agree to.
- C. **Termination by Non-appropriation.** If either the County or the City fails to appropriate funds in the amount required to support its obligations under this Agreement for a subsequent fiscal year, then this Agreement shall automatically terminate at the end of the then-current fiscal year.

7. **Performance.**

The performance of the CACVB shall be measured as follows:

- A. **Until New Performance Measures and Performance Indicators are Adopted.** From July 1, 2018, until the Executive Board adopts new performance measures and performance indicators, the CACVB shall:
 - 1. **Return on Investment.** Meet a return on investment ratio of 7:1 annually that is based on seven dollars of total direct visitor expenditures for every one dollar of funding provided to the CACVB by the County and the City pursuant to the formula in Attachment A.
 - 2. **Performance Measures.** Measure performance using the specific measures in Attachment A.
 - 3. **Performance Indicators.** Track the performance indicators identified in Attachment A.
- B. **Adopted Performance Measures and Performance Indicators.** When the Executive Board adopts a new required return on investment, new performance measures, and new requirements to track performance indicators, the CACVB shall meet and perform those new measures and requirements.
- C. **Audits.** The County and the City may, at their option, request an independent audit of the CACVB's books and records. The cost of the audit shall be shared equally by the County and the City.

8. **Fiscal Agent Designation; Services.**

The County and the City will provide the following fiscal services for the CACVB:

- A. **Fiscal Agent.** The City will continue to serve as Fiscal Agent for the CACVB through December 31, 2018. Effective January 1, 2019, the County shall serve as Fiscal Agent for the CACVB. The Fiscal Agent shall be entitled to a fee of two percent of the Actuals referenced in Section 4(B) as compensation for acting as Fiscal Agent. This fee may be deducted from the Fiscal Agent's funding contribution pursuant to Section 4 each year.
- B. **Insurance.** The County will provide liability insurance coverage to the CACVB.
- C. **Legal Services.** The City Attorney will continue to provide legal services to the CACVB through December 31, 2018. Commencing on January 1, 2019, the County Attorney shall provide legal services to the CACVB, provided that representation does not create a conflict of interest under any rules of professional responsibility or other ethical rules of conduct. In the event any such conflict arises, the County Attorney shall so advise the Executive Board, so that the Executive Board may make necessary arrangements to obtain legal services. If the County Attorney anticipates any such conflict(s), he shall advise the Executive Board prior to January 1, 2019.
- D. **Other Services.** The County shall act as the CACVB's accounting and disbursing office; provide personnel administration services; maintain personnel and payroll records; provide information technology services; provide procurement services and maintain purchasing accounts and monthly statements; and contract for annual audits. Personnel administration shall include the matters referenced in paragraph E, following below.
- E. **Personnel Administration.** The employment of the Executive Director and any other persons hired to perform services for the CACVB are subject to the following:
1. **County Employees.** Any Executive Director or other person hired on or after July 1, 2018 to perform services for the CACVB shall be hired as an employee within the County's personnel and payroll systems.
 - a. **Transition of Employees Hired Prior to July 1, 2018.** Effective January 1, 2019, or as soon thereafter as the County and the City have created and funded an Employee Transition Plan, any person who was hired prior to July 1, 2018 to perform services for the CACVB shall be transitioned to become an employee of the County and shall be classified within the County's pay system and shall be paid in accordance with the County's payroll system and policies and its personnel policies. Until January 1, 2019, all such employees shall remain within the City's personnel/payroll system.
 - b. **Pay and Benefits for Transitioning Employees.** Within their Employee Transition Plan, the City and the County shall provide benefits and funding, as necessary to assure, to the fullest extent practicable, that no employee will lose pay or retirement benefits as a result of making the transition from City to County employment. With respect to retirement benefits, it is the intention of the Parties to keep each person transitioning from City to County employment whole, and to ensure that they neither lose retirement credit for time employed nor monetary contributions made to the City's retirement plan.
 2. **Duty Owed to Both the County and the City.** The Executive Director and any other persons hired to perform services for the CACVB owe a duty of good faith and trust to the CACVB itself as well as to both the County and the City as the localities which provide public funding for the CACVB.
- F. **Sooner Transfer of Fiscal Agency.** Notwithstanding the January 1, 2019 date for fiscal agency to transfer from the City to the County as provided in this section, fiscal agency may transfer sooner if the County and the City have created and funded the Employee Transition Plan as provided in

subsections 8(E)(1)(a) and (b) and the County and the City are otherwise prepared for fiscal agency to transfer.

9. Disposition of Property Upon Termination or Partial Termination.

Upon the expiration or earlier termination of this Agreement, all personal property of the CACVB shall be and remain the joint property of the County and the City for disposition, and the proceeds of disposition shall be pro-rated between the County and the City in accordance with the ratio of the amounts provided by each of them to the CACVB: (i) as capital contributions since 1979; and (ii) as contributions of operating funds during the 10 years preceding the date of termination, as compared with the aggregated contributions of the County and the City during that same 10-year period.

10. Liability.

Any liability for damages to third parties arising out of or in connection with the operations and activities of the CACVB and any persons employed to provide services for the CACVB shall be shared jointly by the County and the City, to the extent that any liability is not covered by funding within the CACVB's budget or liability insurance proceeds, and only to the extent that the County and the City may be held liable for damages under the laws of the Commonwealth of Virginia.

11. Miscellaneous.

A. Ownership of Materials; Copyright; Use. Any materials, in any format, produced in whole or in part pursuant to this Agreement are subject to the following:

1. **Ownership.** The materials are jointly owned by the County and the City.
2. **Copyright.** The materials are copyrightable only by the County and the City. Neither the CACVB, the Executive Board, nor any of its members, ~~the Advisory Board, nor any of its members,~~ the Executive Director, any CACVB employee, nor any other person or entity, within the United States or elsewhere, may copyright any materials, in any format, produced in whole or in part pursuant to this Agreement.
3. **Use.** The County and the City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared by or for the CACVB pursuant to this Agreement.

B. Amendments. This Agreement may be amended in writing as mutually agreed by the County and the City.

C. Assignment. The CACVB shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the County and the City.

D. Severability. If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect the validity or enforceability of any other part of this Agreement.

E. Entire Agreement. This Agreement contains the entire agreement of the County and the City and supersedes any and all other prior or contemporaneous agreements or understandings, whether verbal or written, with respect to the matters that are the subject of this Agreement.

- F. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia.
- G. **Approval Required.** This Agreement shall not become effective or binding upon the County and the City until it is approved by ordinances of the Charlottesville City Council and the Albemarle County Board of Supervisors.

IN WITNESS WHEREOF, and as authorized by duly adopted ordinances of the Albemarle County Board of Supervisors and the Charlottesville City Council, the County and the City each hereby execute this Agreement as of the date first above written, by and through their respective authorized agents or officials:

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____
City Manager

Approved as to Form: _____
City Attorney

COUNTY OF ALBEMARLE, VIRGINIA

By: _____
County Executive

Approved as to Form: _____
County Attorney

**RESOLUTION
GRANTING A SPECIAL USE PERMIT
FOR A MIXED USE DEVELOPMENT AT
901 RIVER ROAD**

WHEREAS, landowner Go Store It River, LLC has applied for a special use permit (“Application”) for property having an address of 901 River Road, further identified on City Tax Map 49 as Parcel 98, having an area of approximately 95,963 square feet in area (2.203 acres) (hereinafter, the "Subject Property"); and

WHEREAS, the Subject Property is zoned "IC" (Industrial Corridor Mixed Use District); and

WHEREAS, pursuant to City Code §34-458 and §34-480, the purpose of the requested special use permit is to allow construction of a specific mixed use development within the Subject Property consisting of two buildings and related parking and amenities (the “Project”), more specifically: **(i)** a 4-story building having 62,000 square feet of gross floor area, containing more than 50 residential dwelling units together with retail and/or restaurant uses and an accessory office space, with at least 1,500 square feet of ground floor space fronting on River Road being devoted to retail uses and up to 140 additional square feet which may either be used as an accessory office or for additional retail and/or restaurant use; and **(ii)** a 4-story self-storage building containing approximately 61,000 square feet of gross floor area. Said Project is more particularly described within the materials accompanying City application number SP-18-00010; and

WHEREAS, a public hearing on the this Application was held before the Planning Commission on January 8, 2019, following notice to the public and to adjacent property owners as required by law; on that date the Planning Commission reviewed the Application materials and staff’s analysis thereof (including the provisions of City Code §34-157), considered public comments received, and voted to recommend to City Council that the proposed Project could be approved under certain suitable regulations and safeguards; and

WHEREAS, this City Council has conducted an additional public hearing on this Application, following notice to the public and to adjacent property owners as required by law; and

WHEREAS, based on the representations, information, and materials included within the Application, and upon consideration of the information and analysis set forth within the Staff Report, consideration of the factors set forth in City Code §34-157, consideration of the recommendations of the Planning Commission, and consideration of the comments received at each of the public hearings, this Council finds that the Project is appropriate in the location requested and may be approved subject to suitable regulations and safeguards;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, **THAT** a Special Use Permit is hereby granted to authorize the construction of the Project on the Subject Property, subject to the following conditions:

1. Any proposed final site plan for the Project, and all construction plans for the buildings within the Project, will be consistent with the representations and details presented by the landowner within the Application, including, without limitation: the SUP Conceptual plan for 901 River Road dated October 23, 2018 and the landowner's presentation to the Charlottesville City Council at its February 4, 2019 meeting.
2. The residential density within the Subject Property shall not exceed twenty-five (25) dwelling units per acre, calculated with respect to the entire area (95,963 square feet) of the Subject Property.
3. Use of the Subject Property shall be limited to the specific uses referenced within the Application for this Special Use Permit; no other use(s) shall be established unless the landowner first obtains an amendment of this Special Use Permit authorizing the inclusion or substitution of other use(s). The buildings authorized for this Mixed Use Project are **(i)** one 4-story mixed-use building containing approximately 62,000 square feet of gross floor area containing more than 50 residential dwelling units and at least 1,500 square feet of ground floor space fronting on River Road devoted to retail and/or restaurant uses ("mixed-use building") and up to 140 square feet of additional space for an accessory office or additional retail/ restaurant space; and **(ii)** one 4-story self-storage building containing approximately 61,000 square feet of gross floor area ("self-storage building").
4. Amendment of this special use permit shall be required, prior to: **(i)** decrease of the gross floor area (GFA) devoted to retail and/or restaurant uses below 1,500 square feet; **(ii)** increase in the GFA of the accessory office within the mixed use building by more than three percent (3%), **or (iii)** change in the total GFA of the mixed-use building or the self-storage building by more than three percent (3%) of the GFA referenced in condition 3, above.
5. The Project shall be constructed as a single phase development. The self-storage building shall not be used or occupied prior to completion of the mixed-use building.
6. As part of the development of the Project, the landowner will construct sidewalk improvements along River Road and Belleview Avenue, to include connections to existing sidewalk networks on the following adjacent properties: Tax Map 49 Parcel 99 and Tax Map 49 Parcel 95. The landowner shall present plans for the sidewalk improvements to the City's Bicycle and Pedestrian Coordinator, ADA Coordinator, and City Engineer for their review and approval, prior to official submission of any final site plan for the Project, and the approved plans for the sidewalk improvements will be included as part of any proposed final site plan(s) for the Project. The sidewalk improvements along Belleview Avenue will be

designed in accordance with the City's Streets That Work design guidelines, and will be constructed as a standard five-foot wide sidewalk which connects smoothly to existing sidewalks; further, the sidewalk improvements shall be designed and constructed to allow for on-street parking on the south side of Belleview Avenue while maintaining two-way travel lanes.

7. As part of the development of the Project, the landowner will construct curb ramps on the north side of Belleview Avenue to facilitate access. The landowner shall present plans for the curb ramps to the City's Bicycle and Pedestrian Coordinator and ADA Coordinator for review and approval, prior to official submission of any final site plan for the Project, and the approved plans for the curb ramps will be included as part of any proposed final site plan(s) for the Project.
8. The stormwater management plan for the Project will incorporate all construction and land disturbing activity within the area of the Subject Property, and it will provide on-site water quality treatment for the entire Project, using any best management practice(s) ("BMP") approved by the Virginia Department of Environmental Quality (whether proprietary or non-proprietary), but not using any credit(s) for off-site treatment. The location and type of each BMP shall be depicted on any proposed final site plan(s) for the Project, in addition to being depicted and described within the approved final stormwater management plan for the Project.

**RESOLUTION
APPROVING THE EMMET STREETScape PROJECT
PREFERRED CONCEPTUAL DESIGN**

WHEREAS, on January 8, 2019, the Planning Commission held a public hearing on the proposed Emmet Streetscape Project, after notice given as required by law and, pursuant to Va. Code Sec. 15.2-2232, the Planning Commission determined that the features set forth within the Preferred Conceptual Design are substantially in accordance with the City's adopted Comprehensive Plan, and recommended approval thereof; and

WHEREAS, on January 8, 2019, the Planning Commission adopted a resolution recommending approval by City Council of the Emmet Streetscape Project, and certified a copy of the Resolution to Council for its consideration; and

WHEREAS, on February 4, 2019 City Council, after notice given as required by law and in accordance with Va. Code Sec. 15.2-2232, considered the Planning Commission's recommendation as well as matters presented by public comment; now, therefore,

BE IT RESOLVED that this City Council concurs with the Planning Commission that the general character, location and extent of the Emmet Streetscape Project concept are substantially in accord with the City's adopted Comprehensive Plan or part thereof, and this Council approves the matters set forth therein.

**RESOLUTION
OF THE CHARLOTTESVILLE CITY COUNCIL CONFIRMING THAT
THE 5TH / RIDGE/McINTIRE MULTIMODAL STUDY
IS IN CONFORMANCE WITH THE CITY'S COMPREHENSIVE PLAN**

WHEREAS, on January 8, 2019 the Planning Commission held a public hearing on the proposed 5th/Ridge/McIntire Multimodal Study, after notice given as required by law and, pursuant to Va. Code Sec. 15.2-2232, the Planning Commission determined that the features set forth within the study are substantially in accordance with the City's adopted Comprehensive Plan, and recommended approval thereof; now, therefore,

BE IT RESOLVED that this City Council concurs with the Planning Commission that the general character, location and extent of the features and improvements set forth within the study are substantially in accord with the City's adopted Comprehensive Plan or part thereof, and this Council approves the matters set forth therein.

RESOLUTION

Charlottesville Redevelopment and Housing Authority – Drawdown Request of Previously Appropriated Funds - \$908,249

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that previously appropriated funding to the Charlottesville Redevelopment and Housing Authority is authorized to be allocated to assist in funding various public housing redevelopment activities.

\$240,416	Fund: 426	Project: CP-084	G/L: 540010
\$300,000	Fund: 426	Project: P-00904	G/L: 540010
\$367,833	Fund: 426	Project: P-00937	G/L: 540010



Agency: Charlottesville Redevelopment and Housing Authority (CRHA)

Re: Funding Agreement

Funding: \$908,249

D R A F T

The governing body of the City of Charlottesville has re-appropriated the above funding amounts to be distributed upon execution of this agreement, subject to the following terms and conditions:

1. Funds are to be used for the specific program(s) described in the most recent agenda item acted upon by the City Council of the City of Charlottesville as well as a master plan for the property located at South 1st Street and a fiscal feasibility study for all of the properties owned by CRHA.
2. Where applicable, funding will be distributed on a reimbursement basis for funds spent within CRHA's current (unaudited) fiscal year.
3. For those activities that CRHA has yet to incur expense(s) and desires up-front funding, CRHA is required to provide a detailed activity proposal with specific goals, objectives and funding implementation provisions. This activity proposal shall be submitted for review and approval to the City Office of Budget and Performance Management.
4. Funding for these programs are contingent upon the receipt and review of quarterly reports by the City Office of Budget and Performance Management. The quarterly reports, at a minimum, should include a brief description of how City funds were used. Quarterly reports are due by the following dates:
 - May 15, 2019
 - August 15, 2019
 - November 15, 2019
 - February 15, 2020
5. If there are any significant changes to the agency/program being funded (i.e., vacancies or changes in key staff, major program modifications, fiscal challenges, etc.), the Office of Budget and Performance Management must be notified of such changes within 30 days.

6. By accepting the funds the recipient represents and gives assurance that it does not and shall not discriminate on the basis of race, color, religion, gender, gender expression, age, national origin, disability, marital status, sexual orientation, or military status in any activities or operations funded in whole or in part by the City of Charlottesville. This policy against discrimination applies to both applicants for and participants in any City-funded program. This Funding Agreement shall not be interpreted as prohibiting the acceptance of City funds for a program designed and intended to be gender specific.
7. In the event the Agency fails to perform any of the above terms and conditions, the City reserves the right
 - a. to suspend future payments to the Agency; and/or
 - b. to demand the return and repayment of any funds previously paid to the Agency hereunder. Upon any such demand, the Agency shall promptly return and repay the funds so demanded.

This signed Agreement must be received no later than February 28, 2019. Mail or scan and email the original signed Agreement to:

Ryan Davidson

Office of Budget and Performance Management

PO Box 911

Charlottesville, VA 22902

Fax: 434-970-3890

davidson@charlottesville.org

By signing this agreement all parties agree to adhere to the above terms and conditions.

City of Charlottesville

Charlottesville Redevelopment and Housing Authority

RESOLUTION

**Funding Transfer for Comprehensive Plan Completion and Long Range Planning
\$890,019.40**

Whereas, the City Council of the City of Charlottesville, Virginia will use the sum of \$600,000 in previously appropriated funds in the CIP Contingency Account for the completion of the Zoning Ordinance rewrite;

Whereas, the \$200,019.40 allocated to complete the Affordable Housing Strategy should be combined with the \$85,164.25 balance from the comprehensive plan update and \$90,000 in CIP Contingency funding and used to hire a consultant to complete both tasks (**\$375,183.65**).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlottesville, Virginia that the sum of \$890,019.40 be allocated from previously appropriated funds in the CIP and is hereby transferred in the following manner:

Transfer From:

\$690,000.00	Fund: 426	WBS: CP-080	G/L Account: 599999
\$200,019.40	Fund: 426	WBS: CP-084	G/L Account: 599999

Transfer To

\$890,019.40	Fund: 426	WBS: P-00935	G/L Account: 599999
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RESOLUTION

Honorary Street Name Designation for Preston Avenue

WHEREAS, Preston Avenue in the City of Charlottesville was named after Thomas L. Preston; and

WHEREAS, Thomas L. Preston was the Rector of the University of Virginia, a member of the Confederate States Army, and owner of twenty-nine enslaved human beings in Charlottesville; and

WHEREAS, the citizens of Charlottesville believe that the ownership of another human being is an injustice against humanity; and

WHEREAS, Thomas L. Preston earned income and maintained his lifestyle by oppressing and exploiting other human beings; and

WHEREAS, the citizens of Charlottesville, through their various faiths and actions over the recent months, uphold the principle that all of humankind is created equal; and

WHEREAS, Ms. Asalie M. Preston was, like her father, committed from a very young age to teaching, and passionate about the power of education to forge and improve lives; and

WHEREAS, Ms. Preston taught in the segregated schools of Albemarle County between 1922 and 1933, pausing only to attend St. Paul's College in Lawrenceville, Virginia, and

WHEREAS, after graduating from St. Paul's College in 1936, she resumed teaching in Albemarle County Public Schools until her retirement in 1969; and

WHEREAS, during her lengthy teaching career she taught in many area schools, including Greenwood, Scottsville, North Garden, and Providence, the Rosehill School, and the Albemarle County Training School; and

WHEREAS, the Rives C. Minor and Asalie M. Preston Educational Fund (hereinafter "Minor Preston Educational Fund") was founded over thirty-five years ago to honor the exemplary lives and legacies of two African American educators, father and daughter, whose combined teaching careers spanned more than eight decades in Albemarle County public schools, with most of those years in segregated schools; and

WHEREAS, the Minor Preston Educational Fund has awarded over three million dollars in college scholarships to nearly one thousand local students; and

WHEREAS, many of the one thousand local students receiving Minor Preston Educational Fund scholarships have settled in the Charlottesville area and are employed in the area's public and

private sectors, with a heavy concentration of recipients employed in the local public schools and at the University of Virginia; and

WHEREAS, the Minor Preston Educational Fund provided funding for innovative local educational programs including the Imani Project, founded at Venable Elementary School, and the Learning Lab at Walker Upper Elementary School; and

WHEREAS, the Minor Preston Educational Fund also supported the JustChildren program at the Legal Aid Justice Center to ensure access to public education; and

WHEREAS, for many years Ms. Preston lived in the Rock House, located at 1010 Preston Avenue. The Rock House is, itself, prominent in local African American history. Today it is a Virginia Landmark and National Historic Place, and home to the Legal Aid Justice Center offices; and

WHEREAS, the Charlottesville City Council adopted an Honorary Street Name Policy in 2011 that requires citizens submit an application to the Charlottesville Clerk of Council in order to determine if there is sufficient Council support for the request to be considered by the Council; and

WHEREAS, Councilor Bellamy initiated this Honorary Street Name Resolution, therefore the Honorary Street Name Designation application to determine Council's support for this request is unnecessary and hereby waived; and

WHEREAS, Charlottesville City Code Section 28-4 authorizes the Charlottesville City Council to change the City of Charlottesville's street names.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville that it hereby sets forth the historical basis for the honorary "renaming" of Preston Avenue in honor of Ms. Asalie Preston, a woman whose contributions are well documented and celebrated by and throughout City of Charlottesville, and who embodies the attributes for which the citizens of Charlottesville can be proud, and claim as their own.

AND BE IT FURTHER RESOLVED, by the Council of the City of Charlottesville that Preston Avenue shall be honorarily named Ms. Asalie Preston Avenue.

Adopted this ____ day of February, 2019.

RESOLUTION

Designation of Unity Days as a community event to mark the anniversary of August 2017

WHEREAS, the Council of the City of Charlottesville, Virginia desires to designate “Unity Days” as a "Community Event"; and

WHEREAS, the second weekend of August (Friday, August 9 to Monday August 12) in 2019, the City of Charlottesville shall observe “Unity Days” as the anniversary of the events of August 11-12, 2017; and

WHEREAS, activities shall be scheduled by the City of Charlottesville in locations to include the Downtown Mall, McGuffey Park, Market Street Park, Court Square Park, and on Fourth Street; and

WHEREAS, on the second weekend of August in future years (and on August 12 when it falls on a weekday) the City of Charlottesville shall observe “Unity Days” as the anniversary of the events of August 11-12, 2017; and

WHEREAS, this Council is supportive of the goal of having a community-driven programming committee facilitated by City staff to hold “Unity Days” programs that educate, inspire, and honor people in our community to create movement towards healing and unity on a path for economic and racial justice;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Charlottesville, that "Unity Days" is the second weekend of August and on August 12 when August 12 falls on a weekday;

BE IT FURTHER RESOLVED, by the Council of the City of Charlottesville that “Unity Days” is hereby designated as a “Community Event” pursuant to Section 28-29(C) of the Code of the City of Charlottesville; and

BE IT FURTHER RESOLVED, by the Council of the City of Charlottesville that May 11, 2019, May 12, 2019, July 6, 2019, and July 7, 2019 are hereby designated as “Community Events” pursuant to Section 28-29(C) of the Code of the City of Charlottesville.