

CERTIFICATIONS



CITY COUNCIL AGENDA June 7, 2021

Members

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

5:30 p.m. Closed session as provided by Sections 2.2-3711 and 2.2-3712 of the Virginia Code (Personnel - City Manager review, legal consultation)

Virtual/electronic meeting

6:30 p.m. Regular Meeting

Register at www.charlottesville.gov/zoom. Virtual/electronic meeting in accordance with a local ordinance to ensure continuity of government and prevent the spread of disease during a declared State of Emergency. 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.

CALL TO ORDER

MOMENT OF SILENCE

ROLL CALL

AGENDA APPROVAL **APPROVED 5-0 (SNOOK/MAGILL)**

ANNOUNCEMENTS

RECOGNITIONS/PROCLAMATIONS

CONSENT AGENDA* **APPROVED 5-0 (HILL/MAGILL); Item #7 pulled by Walker for separate vote**

1. Minutes: April 5 closed and regular meetings
2. Resolution: Appropriating funds for the Belmont Bridge Replacement Project – \$4,280,739 (2nd reading)
#R-21-072
3. Ordinance: Establishing a Grant Program to Promote and Preserve Home Ownership by Low and Moderate Income Persons within the City of Charlottesville (2nd reading)
#O-21-073
4. Resolution*: Confirming City Council's intent to halt action on the East Market Street parking structure (1 reading)
#R-21-074
5. Resolution: Approving Pavilion Naming Request (1 reading)
#R-21-075
6. Resolution: Authorizing CenturyLink Communications LLC License Agreement (1 reading)
#R-21-076
7. Resolution: Amending the Community Development Block Grant (CDBG) FY21-22 Budget (1 reading) Pulled by Walker for separate vote.
#R-21-077
APPROVED 4-1 (HILL/MAGILL; Walker opposed)
8. Resolution: Appropriating trail fund contribution from Milestone Partners for Meadow Creek Trail - \$12,043 (1st of 2 readings)
9. Resolution: Appropriating Virginia Department of Motor Vehicles Highway Safety Grant funds_Alcohol and Impaired Driving - \$9,453 (1st of 2 readings)
10. Resolution: Appropriating funds from the Edward Byrne Memorial Justice Assistance Grant (JAG) - \$23,056 (1st of 2 readings)

11. **Resolution:** **#R-21-078** Allocating City Funding for a donation of \$15,000 to the nonprofit, charitable institution or association called "A Playground for Walker" (1 reading)
12. **Ordinance:** Amending and reordaining Charlottesville City Code Chapter 15, Article II, Section 15-39 (Motor Vehicles and Traffic) regarding Electric Power-assisted Bicycle License (1st of 2 readings)

CITY MANAGER RESPONSE TO COMMUNITY MATTERS and to COUNCILORS

COMMUNITY MATTERS Public comment for up to 16 speakers (limit 3 minutes per speaker). Preregistration available for first 8 spaces; speakers announced by Noon on meeting day (9:00 a.m. sign-up deadline). Additional public comment at end of meeting. Public comment will be conducted through electronic participation while City Hall is closed to the public. Participants can register in advance at www.charlottesville.gov/zoom.

ACTION ITEMS

13. **Public Hearing/Ord.:** Amending and reordaining Charlottesville City Code Chapter 31 (Utilities) to establish new Utility Rates and Service Fees for City gas, water and sanitary sewer (1st of 2 readings)
14. **Public Hearing/Res.:** **#R-21-079** Approving removal, relocation, contextualization or covering of statues of Confederate Generals Lee and Jackson currently located within City parks (1 reading)
APPROVED 5-0 (PAYNE/SNOOK)

GENERAL BUSINESS

OTHER BUSINESS

MATTERS BY THE PUBLIC

*Action Needed

APPROPRIATION
Belmont Bridge Replacement Project
\$4,280,739

WHEREAS, a total of \$4,280,739 in state funds for the Belmont Bridge Replacement Project requires appropriation; and

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

Revenues

\$4,280,739	Fund: 426	WBS: P-00436	G/L Account: 430080
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Expenditures

\$4,280,739	Fund: 426	WBS: P-00436	G/L Account: 599999
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BE IT FURTHER RESOLVED by the Council of the City of Charlottesville, Virginia that \$4,280,739 noted above is conditioned upon the receipt of a fully executed Appendix A and receipt of the funds from the Virginia Department of Transportation (VDOT).

AN ORDINANCE TO ESTABLISH A GRANT PROGRAM TO PROMOTE AND PRESERVE HOMEOWNERSHIP BY LOW- AND MODERATE-INCOME PERSONS WITHIN THE CITY OF CHARLOTTESVILLE

WHEREAS, effective July 1, 2006, §50.7 of the Charter of the City of Charlottesville authorizes City Council to make grants and loans of funds to low- or moderate-income persons to aid in the purchase of a dwelling within the City; and

WHEREAS, this City Council desires to offer a monetary grant for Fiscal Year 2021-2022, to aid low- and moderate-income citizens with one of the ongoing expenses associated with the purchase of a dwelling, i.e. real estate taxes; and

WHEREAS, public funding is available for the proposed grant;

NOW, THEREFORE, be it ordained by the Council of the City of Charlottesville, Virginia, effective July 1, 2021 and for calendar year 2021:

Grant—provided.

(a) There is hereby provided to any natural person, at such person's election, a grant in aid of payment of the taxes owed for the taxable year on real property in the city which is owned, in whole or in part, and is occupied by such person as their sole dwelling. The grant provided within this section shall be subject to the restrictions, limitations and conditions prescribed herein following.

(b) If, after audit and investigation, the Commissioner of Revenue determines that an applicant is eligible for a grant, the Commissioner of Revenue shall so certify to the City Treasurer, who shall implement the grant as a prepayment on the applicant's real estate tax bill due on December 6, 2021.

(c) The amount of each grant made pursuant to this ordinance shall be equal to the total 2021 real estate taxes owed by taxpayers with a household income less than or equal to \$25,000; \$1,000 for taxpayers with a household income of \$25,001-\$35,000; \$750 for taxpayers with a household income of \$35,001-\$45,000; and \$500 for taxpayers with a household income from \$45,001-\$55,000, to be applied against the amount of the real estate tax bill due on December 6, 2021. Any remaining grant amount in excess of what is owed on the taxpayer's second half bill, but not to exceed the entire annual tax due, shall be remitted to the taxpayer.

Definitions.

The following words and phrases shall, for the purposes of this division, have the following respective meanings, except where the context clearly indicates a different meaning:

(1) *Applicant* means any natural person who applies for a grant authorized by this ordinance.

(2) *Dwelling* means a residential building, or portion such building, which is owned, at least in part, by an applicant, which is the sole residence of the applicant and which is a part of the real estate for which a grant is sought pursuant to this ordinance.

(3)*Grant* means a monetary grant in aid of payment of taxes owed for the taxable year, as provided by this ordinance.

(4)*Spouse* means the husband or wife of any applicant who resides in the applicant's dwelling.

(5)*Real estate* means a city tax map parcel containing a dwelling that is the subject of a grant application made pursuant to this ordinance.

(6)*Taxes owed for the current tax year* refers to the amount of real estate taxes levied on the dwelling for the taxable year.

(7)*Taxable year* means the calendar year beginning January 1, 2021.

(8)*Household income* means (i) the adjusted gross income, as shown on the federal income tax return as of December 31 of the calendar year immediately preceding the taxable year, or (ii) for applicants for whom no federal tax return is required to be filed, the income for the calendar year immediately preceding the taxable year: of the applicant, of the applicant's spouse, and of any other person who is an owner of and resides in the applicant's dwelling. The Commissioner of Revenue shall establish the household income of persons for whom no federal tax return is required through documentation satisfactory for audit purposes.

Eligibility and restrictions, generally.

A grant awarded pursuant to this ordinance shall be subject to the following restrictions and conditions:

(1)The household income of the applicant shall not exceed \$55,000.

(2)The assessed value of the real estate owned by the applicant shall not exceed \$375,000.

(3)The applicant shall own an interest in the real estate that is the subject of the application (either personally or by virtue of the applicant's status as a beneficiary or trustee of a trust of which the real estate is an asset) and the applicant shall not own an interest in any other real estate (either personally or by virtue of the applicant's status as a beneficiary or trustee of a trust of which the real estate is an asset).

(4)As of January 1 of the taxable year and on the date a grant application is submitted, the applicant must occupy the real estate for which the grant is sought as his or her sole residence and must intend to occupy the real estate throughout the remainder of the taxable year. An applicant who is residing in a hospital, nursing home, convalescent home or other facility for physical or mental care shall be deemed to meet this condition so long as the real estate is not being used by or leased to another for consideration.

(5)An applicant for a grant provided under this ordinance shall not participate in the real estate tax exemption or deferral program provided under Chapter 30, Article IV of the Charlottesville City Code (Real Estate Tax Relief for the Elderly and Disabled Persons) for the taxable year, and no grant shall be applied to real estate taxes on property subject to such program.

(6)An applicant for a grant provided under this division who is delinquent on any portion of the real estate taxes due on a property to which the grant is to be applied, must be in good standing on a payment plan with the Treasurer's office with the aim of paying off said delinquency.

(7) Only one grant shall be made per household.

Procedure for application.

(a) Between July 1 and September 1 of the taxable year, an applicant for a grant under this ordinance shall file with the Commissioner of Revenue, in such manner as the Commissioner shall prescribe and on forms to be supplied by the city, the following information:

(1) the name of the applicant, the name of the applicant's spouse, and the name of any other person who is an owner of and resides in the dwelling.

(2) the address of the real estate for which the grant is sought;

(3) the household income;

(4) such additional information as the Commissioner of Revenue reasonably determines to be necessary to determine eligibility for a grant pursuant to this ordinance.

(b) Changes in household income, ownership of property or other eligibility factors occurring after September 1, but before the end of the taxable year, shall not affect a grant once certified by the Commissioner of the Revenue, in which case such certified grant shall be applied to the subject real estate.

(c) Any person who willfully makes any false statement in applying for a grant under this division shall be guilty of a Class 3 misdemeanor and, upon conviction thereof, shall be fined not less than \$25 nor more than \$500 for each offense.

RESOLUTION
STATING CITY COUNCIL'S INTENT NOT TO CONSTRUCT A PARKING
STRUCTURE AT 7th AND EAST MARKET STREETS

WHEREAS, on December 17, 2018, Albemarle County and the City of Charlottesville signed a memorandum of agreement (“Agreement”) to develop a joint court complex located at 350 Park Street in downtown Charlottesville; and

WHEREAS, the Agreement contemplates special parking for the County courts, either within a new parking garage structure to be constructed on property owned jointly by the City and the County on land situated at 7th and Market Streets (“Parking Structure”), or via alternative arrangements specified within Section 2.G of the Agreement; and

WHEREAS, by resolution adopted in December 2019 City Council directed staff to proceed with development of the Parking Structure, however this City Council is of the opinion that alternative parking arrangements may now be in the best interests of the general public;

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHARLOTTESVILLE THAT the City Manager is directed to cancel all pending procurement transactions and to cease all other activities previously commenced to facilitate development of the Parking Structure.

RESOLUTION

WHEREAS, the City of Charlottesville entered into a Lease Agreement dated December 15, 2003 with the Charlottesville Economic Development Authority (CEDA), formerly known as the Charlottesville Industrial Development Authority, for the lease of property at the east end of the Downtown Mall; and

WHEREAS, by Sublease, Easement and Management Agreement dated September 30, 2004 (the “Sublease”), the CEDA sublet the property to Charlottesville Pavilion, LLC, which constructed and operates an amphitheater (currently known as the Charlottesville Pavilion, and hereinafter referred to as “Amphitheater”) on the leased property; and

WHEREAS, Section 4.1.4 of the Sublease specifically permits Charlottesville Pavilion LLC to select the name of the Amphitheater, provided they receive written approval in advance from CEDA and the City for any name selected; and

WHEREAS, Charlottesville Pavilion, LLC has requested written approval from CEDA and the City of Charlottesville to re-name the Amphitheater as “Ting Pavilion”; now, therefore,

BE IT RESOLVED that the Charlottesville City Council hereby consents to the request by Charlottesville Pavilion, LLC to adopt “Ting Pavilion” as the official name of the Amphitheater.

RESOLUTION

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

Underground Right-of-Way License Agreement between the City of Charlottesville and the County of Albemarle, as Licensors, and CenturyLink Communications, LLC, as Licensee, for the installation and maintenance of underground fiber optic cable at an agreed upon location in Darden Towe Park for a period of five years.

Underground Right-of-Way License Agreement between the City of Charlottesville, as Licensor, and CenturyLink Communications LLC, as Licensee, for the installation and maintenance of underground fiber optic cable at an agreed upon location in the Meadow Creek Golf Course for a period of five years.

UNDERGROUND RIGHT-OF-WAY LICENSE

Permission is hereby granted by the **CITY OF CHARLOTTESVILLE** and the **COUNTY OF ALBEMARLE**, political subdivisions of the Commonwealth of Virginia and the joint owners of the property that is subject to this License (hereinafter referred to as “Licensors”) to **CENTURYLINK COMMUNICATIONS, LLC**, a limited liability company authorized to transact business in Virginia (hereinafter referred to as “Licensee”) to make excavation into the real property owned by Licensors and as described herein, under the terms and conditions set forth in this License.

1. Term:

This License shall be valid for a period of five (5) years beginning January 1, 2021 and ending December 31, 2025, unless this License is terminated as provided herein.

2. Rights Not Exclusive:

Nothing contained in this License shall ever be held or construed to confer upon Licensee, its successors and / or assigns, exclusive rights or privileges of any nature whatsoever.

3. Conditions of Use:

a. Prior to beginning any work on the property subject to this License, Licensee shall submit detailed engineering drawings to the County of Albemarle for approval, and obtain from the County any permits or approvals that may be required by the County or any other governing authority for the installation of a total of 4,500 linear feet of fiber optic cable at the location more specifically described in section 4 herein. Licensee is further required, before beginning any excavation on the property described herein, to contact all applicable utility companies for location of buried cable, water or sewer services or mains, electric lines, gas lines, and the like. All construction allowed under this License shall be accomplished under the supervision and direction of the County Engineer, or such other person as the County of Albemarle may designate. Licensee shall not unnecessarily obstruct or impair traffic upon any street, road or other public way within Albemarle County and shall comply with all of the County’s rules and regulations designed to prevent damage to trees and shrubbery that may be caused by its installation hereunder.

b. Upon making an opening in any portion of the property subject to this License for the purpose of laying, constructing, repairing and/or maintaining Licensee’s System, Licensee shall, without unnecessary delay, replace and restore the same to its former condition as nearly as possible, and in full compliance with the provisions of the County of Albemarle’s policies, rules, regulations and / or ordinances. Licensee shall re-sod disturbed grassed areas and replace all excavated areas to their original or better condition in order to minimize the disruption of public property. Licensee shall, at its sole cost, repair paving cuts in a good workmanlike manner to specifications outlined by the County.

c. Licensee shall provide safe passageway for pedestrians and vehicles through, in and around the work site areas. Work shall be performed at night, if requested by the County, so as not to impede the regular use of Darden Towe Park. Licensee shall use directional boring in all areas where possible unless otherwise required or approved by the County of Albemarle. Licensee shall meet all local and State requirements for traffic control and notify the County at least 24 hours prior to the commencement of work or the accessing of conduit installed pursuant to this License, except in cases of emergency.

d. Licensee shall not cut or install any ditches or trenches within the root zone of any tree but rather shall bore under the same unless written permission to do otherwise is provided in advance by the County Engineer or his designee.

e. The work authorized by this License shall be the installation, repair, replacement and maintenance of two (2) two-inch (2") conduits containing fiber optic cable, as well as related other facilities and equipment (collectively, the "Facilities"). All such Facilities within Darden Towe Park shall be placed underground.

f. Licensee shall file with the County Engineer true and correct maps or plats of all existing and proposed installations and the types of equipment and facilities installed or constructed, properly identified and described as to the type of equipment and facility by appropriate symbols and marks and which shall include annotations of all public property, public ways, street, road and conduits where the work is to be undertaken. Maps shall be drawn in a scale and in such detail so as to allow proper review and interpretation by the County Engineer, and the same will be filed with the County not less than ten (10) working days before any excavation or installation of said cable or equipment or facilities commences.

g. If, at any time during the term of this Permit, Licensors shall determine, in their sole discretion, that the Facilities of Licensee installed pursuant to this License are in conflict with an intended use of Darden Towe Park by the City or County (and not, for example, to accommodate another private party or utility) and must be relocated, Licensee, upon reasonable notice from Licensors, shall remove, relay and relocate its Facilities at its own expense and within reasonable time schedules established by Licensors, to another location mutually agreeable to Licensors and Licensee. Should Licensee refuse or fail to remove its equipment or plant as provided for herein within 45 days after written notification, Licensors shall have the right to do such work or cause it to be done and the full cost thereof shall be chargeable to the Licensee, or in the alternative, to consider such failure by the Licensee to remove its equipment or plant as abandonment of all ownership rights in said property. Upon relocation, Licensee shall prepare at its own expense and provide to Licensors a revised survey plat that shows the new location of Licensee's wires, cables and equipment.

h. Licensee shall keep Licensors fully informed as to all matters in connection with or affecting the construction, reconstruction, removal, maintenance, operation and repair of Licensee's System installed hereunder. Licensee shall report to Licensors such other

information relating to the Licensee as Licensors may reasonably request in writing. Licensee shall respond to such inquiries on a timely basis.

i. Licensee shall install and maintain its wires, cables, fixtures and other equipment in accordance with the requirements of all applicable County codes, ordinances and regulations, and in such a manner that they will not interfere with any existing installations of the County or of a public utility serving the residents of the County of Albemarle or the City of Charlottesville.

4. Permit Specifications; Payment:

a. The right-of-way occupancy permitted under this License shall be approximately 4,500 linear feet of Licensee's System, to be installed in Darden Towe Park in the location shown on the attached survey plat prepared by Thomas B. Lincoln Land Surveyor, Inc., and dated January 6, 2006, revised February 10, 2006, a copy of which is attached to this License as Exhibit A.

b. The granting of this License is conditioned upon the payment by Licensee to Licensors of the annual sum of One Thousand, Six Hundred Eighty and 00/100 Dollars (\$1,680.00), which represents the fee for the placement and occupation of the facilities for approximately 4,500 linear feet of property in Albemarle County that is subject to this License. Annual payments shall be due and payable on or before January 10th of each year commencing for the year 2021 and shall be due and payable at a like date each year during the term of the Permit. In the event that Licensee's payments are not timely made, a ten percent (10%) surcharge shall be due and payable to Licensors. All payments by Licensee pursuant to this License shall be made to the County of Albemarle, as agent of the Licensors.

5. Safety Requirements:

a. Licensee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage or injury to the public or to constitute a nuisance. Licensee shall install such equipment and employ such personnel to maintain its facilities so as to assure efficient service, and shall have the equipment and personnel necessary to make repairs promptly.

b. Licensee shall install and maintain its System in accordance with the requirements of applicable building codes and regulations of the County of Albemarle and the statutes and regulations of appropriate Federal and State agencies, including but not limited to the Federal Communications Commission and the U.S. Army Corps of Engineers, which may now be in effect or enacted, and in such a manner that will not interfere with any installations of the County of Albemarle or the City of Charlottesville or of any public utility serving residents of the County of Albemarle or the City of Charlottesville.

c. Licensee's System, wherever situated, or located, shall at all times be kept and maintained in a safe operating condition and in good order and repair.

6. Liability and Indemnification:

a. By acceptance of this License, Licensee agrees that it shall indemnify, protect, defend and hold forever harmless the Licensors, their elected officials, officers, agents, representatives and employees, and their successors, legal representatives and assigns, from any and all claims of every kind and nature whatsoever, and from liabilities, losses, costs, judgments, penalties, damages, and expenses, including reasonable attorney's fees and expenses of litigation incurred in the defense of any such claim arising out of or relating to the installation, operation or maintenance by the Licensee of the Licensee's System or the Licensee's failure to perform any of the obligations of this License, including but not limited to claims for injury or death to any person or persons, or damages to any property, as may be incurred by or asserted against Licensors, or either of them, their elected officials, officers, agents, representatives and/or employees, directly or indirectly, by reason of the installation, operation or maintenance by the Licensee of the Licensee's System within the area subject to this License. Licensee shall pay, and by acceptance of this Permit, the Licensee specifically agrees that it will pay all damages and penalties which Licensors, or either of them, may legally be required to pay as a result of installation, operation or maintenance by the Licensee of the Licensee's System or the Licensee's failure to perform any of the obligations of this Permit. These damages or penalties shall include all damages arising from the installation, operation or maintenance of the System authorized herein, whether or not any act or omission complained of is authorized, allowed or prohibited by this Permit, and Licensors shall not be responsible in any manner for any damage to the System and which may be caused by Licensee or other persons regardless of the cause of damage. Notwithstanding the foregoing, Licensee shall not be required to indemnify, protect, defend or hold harmless Licensor(s) for claims arising out of or relating, in whole or in part, to the negligence or willful conduct of either or both Licensor(s).

b. Licensee shall maintain, and by its acceptance of this License, specifically agrees that it will provide throughout the term of the Permit, workers compensation insurance in such amounts of coverage as required by the Commonwealth of Virginia and liability insurance coverage with regard to all damages mentioned in subsection (a) above in the following minimum amounts, whichever is greater:

1. General Liability Insurance- \$1,000,000 per occurrence, \$2,000,000 aggregate limits. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and products and completed operations coverage. The County of Albemarle and City of Charlottesville are to be included as additional insureds with respect to General Liability coverage.

2. Comprehensive Automobile Liability Insurance including owned, non-owned and hired vehicles. Minimum coverage of \$1,000,000 combined single limit for

each accident. The County of Albemarle and City of Charlottesville are to be included as additional insureds with respect to Auto Liability coverage.

c. Licensee agrees that all insurance contracts providing any of the above-required coverage will be issued by one or more insurance carriers duly authorized to do business in the Commonwealth of Virginia and will contain the following required provisions:

1. Both of the Licensors, their elected officials, officers, agents, employees and representatives shall be included as additional insureds (as the interests of each may appear) as to all applicable coverage:

2. The amount and conditions of said liability and comprehensive insurance may be increased upon sixty (60) days written notice by Licensors should the protection afforded by this insurance be deemed by Licensors to be insufficient for the risk created by this License. At no time, however, will any such increase in the amount of required liability and comprehensive insurance exceed that which is customarily required of other franchises or contractors of services for similar situations of risk.

3. Prior to the commencement of any work pursuant to this License and at least annually thereafter Licensee shall make available to Licensor evidence of such insurance coverage certifying that such coverage is in full force and effect. Evidence of Licensee's insurance is available at www.centurylink.com/moi.

7. Licensors' Rights in License:

a. Licensee shall construct, maintain and operate said System in the locations described in Exhibit A and will at all times comply with all reasonable requirements, regulations, laws and ordinances now in force, and which may hereafter be adopted by the County of Albemarle and be applicable to the construction, repair or maintenance of said system or use of the property subject to this License. Failure of the Licensee to comply with any of the terms of this License or failure to pay the License fees prescribed by this Agreement shall be cause for Licensors to revoke this License. Without limiting the generality of the foregoing, Licensors also reserve the right to terminate and cancel this License and all rights and privileges of the Licensee hereunder in the event that the Licensee: (1) violates any rule, order or determination of Albemarle County made pursuant to this License, except where such violation is without fault or through excusable neglect; (2) becomes insolvent, unable or unwilling to pay its legal debts, or is adjudged a bankrupt; (3) attempts to evade any of the provisions of this License; (4) practices any fraud or deceit upon the Licensors, or either of them or; (5) fails to begin construction of its System within one hundred eighty (180) days from the date this License is granted and to continue such construction without unreasonable delay or interruption until completed.

b. Licensors' right to revoke this License pursuant to section 7.a. may be exercised only after written notice of default and a thirty (30) day period for Licensee to cure such default except for any act of default involving the payment of money or failing to provide any insurance coverage required hereunder in which event said thirty (30) day period shall

be reduced to three (3) business days. The right is hereby reserved to the County of Albemarle to adopt, in addition to the provisions contained herein and in existing applicable ordinances, such additional regulations of general applications to all similarly situated Licensees as it shall find necessary in the exercise of its police power provided that such regulations, by ordinance or otherwise, shall be reasonable and not in conflict with the rights herein granted.

8. Assignment:

The License granted pursuant to this Agreement shall not be assigned by the Licensee without the prior written consent of the Licensors, which consent may be granted or withheld in Licensors' sole discretion; provided, however, that Licensee may assign this License to a governmental entity without consent of the Licensors, and provided further that the sale or transfer of a controlling interest in Licensee shall not be considered an assignment within the meaning of this paragraph.

9. Notice:

For the purpose of giving notice as provided for in this Permit, the following addresses are provided:

For the Licensee:

CenturyLink Communications, LLC
1025 Eldorado Blvd
Broomfield, CO 80021
Attention: NIS ROW

For the Licensors:

Chip Boyles
City Manager
P. O. Box 911
Charlottesville, VA 22902

With a copy to:

Lisa A. Robertson
Acting City Attorney
P. O. Box 911
Charlottesville, VA 22902

And

Jeffrey B. Richardson
County Executive

401 McIntire Road
Charlottesville, VA 22902

With a copy to:
Greg Kamptner
County Attorney
401 McIntire Road
Charlottesville, VA 22902

Unless and until a different address is provided in writing by Licensee to Licensors, the placing of notices in the United States Mail addressed to the Licensee as set forth above by registered or certified mail, return receipt requested, shall constitute compliance with the provisions of this Section.

10. Miscellaneous:

If any section, subsection, sentence, clause, phrase or portion of this Permit is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision and such holding shall not affect the validity of the remaining portions hereof. This Permit shall be interpreted and construed in accordance with the laws of the Commonwealth of Virginia. All claims, disputes and other matters in question between the Licensee and Licensors, or either of them, arising out of or relating to this Permit, or the breach thereof, shall be decided in a state or federal court in the Commonwealth of Virginia that has subject matter jurisdiction over the claim or dispute. The Licensee, by accepting this Permit, specifically consents to venue in either state or federal court in Virginia and waives any right to contest venue in Virginia.

WHEREFORE, this Permit has been authorized by the City Council of the City of Charlottesville, Virginia in an open meeting on _____, 2021 and by the Board of Supervisors of Albemarle County, Virginia in an open meeting on _____, 2021, and each governing body has authorized the execution of this License by the City Manager and County Executive, respectively, as attested by the Clerk of each governing body, and the Licensee has accepted the terms and conditions of this License as evidenced by its corporate presents which have been executed by and through its authorized officers and the seal of the corporation affixed.

UNDERGROUND RIGHT-OF-WAY LICENSE

Meadow Creek Golf Course

Permission is hereby granted by the **CITY OF CHARLOTTESVILLE**, a political subdivision of the Commonwealth of Virginia and the owner of the property that is subject to this License (hereinafter referred to as "Licensor") to **CENTURYLINK COMMUNICATIONS, LLC**, a corporation authorized to transact business in Virginia (hereinafter referred to as "Licensee") to make excavation into the real property owned by Licensor and as described herein, under the terms and conditions set forth in this License.

1. Term:

This License shall be valid for a period of five (5) years beginning January 1, 2021 and ending December 31, 2025 unless this License is terminated as provided herein.

2. Rights Not Exclusive:

Nothing contained in this License shall ever be held or construed to confer upon Licensee, its successors and/or assigns, exclusive rights or privileges of any nature whatsoever.

3. Conditions of Use:

a. Prior to beginning any work on the property subject to this License, Licensee shall submit detailed engineering drawings to the City of Charlottesville for approval, and obtain from the City any permits or approvals that may be required by the City or any other governing authority for the installation of a total of 3,500 linear feet of fiber optic cable at the location more specifically described in section 4 herein. Licensee is further required, before beginning any excavation on the property described herein, to contact all applicable utility companies for location of buried cable, water or sewer services or mains, electric lines, gas lines, and the like. All construction allowed under this License shall be accomplished under the supervision and direction of the City Engineer, or such other person as the City of Charlottesville may designate. Licensee shall not unnecessarily obstruct or impair traffic upon any street, road or other public way within the City of Charlottesville and shall comply with all of the City's rules and regulations designed to prevent damage to trees and shrubbery that may be caused by its installation hereunder.

b. Upon making an opening in any portion of the property subject to this License for the purpose of laying, constructing, repairing and/or maintaining Licensee's System, Licensee shall, without unnecessary delay, replace and restore the same to its former condition as nearly as possible, and in full compliance with the provisions of the City of Charlottesville's policies, rules, regulations and/or ordinances. Licensee shall re-sod disturbed grassed areas and replace all excavated areas to their original or better condition in order to minimize the disruption of public property. Licensee shall, at its sole cost, repair paving cuts in a good workmanlike manner to specifications outlined by the City.

c. Licensee shall provide safe passageway for pedestrians and vehicles through, in and around the work site areas. Work shall be performed at night, if requested by the City, so as not to impede

the regular use of the Meadow Creek Golf Course. Licensee shall use directional boring in all areas where possible unless otherwise required or approved by the City of Charlottesville. Licensee shall meet all local and State requirements for traffic control and notify the City at least 24 hours prior to the commencement of work or the accessing of conduit installed pursuant to this License, except in cases of emergency.

d. Licensee shall not cut or install any ditches or trenches within the root zone of any tree but rather shall bore under the same unless written permission to do otherwise is provided in advance by the City Engineer or his designee.

e. The work authorized by this License shall be the installation, repair, replacement and maintenance of two (2) two-inch (2") conduits containing fiber optic cable, as well as related other facilities and equipment (collectively, the "Facilities"). All Facilities within the Meadow Creek Golf Course shall be placed underground.

f. Licensee shall file with the City Engineer true and correct maps or plats of all existing and proposed installations and the types of equipment and facilities installed or constructed, properly identified and described as to the type of equipment and facility by appropriate symbols and marks and which shall include annotations of all public property, public ways, street, road and conduits where the work is to be undertaken. Maps shall be drawn in a scale and in such detail so as to allow proper review and interpretation by the City Engineer, and the same will be filed with the City not less than ten (10) working days before any excavation or installation of said cable or equipment or facilities commences.

g. If, at any time during the term of this Permit, Licensor shall determine, in its sole discretion, that the Facilities Licensee installed pursuant to this License are in conflict with an intended use of Meadow Creek Golf Course by the City (and not, for example, to accommodate another private party or utility) and must be relocated, Licensee, upon reasonable notice from Licensor, shall remove, relay and relocate its Facilities at its own expense and within reasonable time schedules established by Licensor, to another location mutually agreeable to Licensor and Licensee. Should Licensee refuse or fail to remove its equipment or plant as provided for herein within 45 days after written notification, Licensor shall have the right to do such work or cause it to be done and the full cost thereof shall be chargeable to the Licensee, or in the alternative, to consider such failure by the Licensee to remove its equipment of plant as abandonment of all ownership rights in said property. Upon relocation, Licensee shall prepare at its own expense and provide to Licensor a revised survey plat that shows the new location of Licensee's wires, cables and equipment.

h. Licensee shall keep Licensor fully informed as to all matters in connection with or affecting the construction, reconstruction, removal, maintenance, operation and repair of Licensee's System installed hereunder. Licensee shall report to Licensor such other information relating to the Licensee as Licensor may reasonably request in writing. Licensee shall respond to such inquiries on a timely basis.

i. Licensee shall install and maintain its wires, cables, fixtures and other equipment in accordance with the requirements of all applicable City codes, ordinances and regulations, and in such a manner that they will not interfere with any existing installations of the City or of a public utility serving the residents of the County of Albemarle or the City of Charlottesville.

4. Permit Specifications; Payment:

a. The right-of-way occupancy permitted under this License shall be approximately 3,500 linear feet of Licensee's System, to be installed in the Meadow Creek Golf Course in the location shown on the attached survey plat prepared by Thomas B. Lincoln Land Surveyor, Inc., dated January 12, 2006, revised February 10, 2006, a copy of which is attached to this License as Exhibit A.

b. The granting of this License is conditioned upon the payment by Licensee to Licensor of the annual sum of Six Thousand, Nine Hundred Forty and 00/100 Dollars (\$6,940.00), which represents the fee for the use of approximately 3,500 linear feet of property in the City of Charlottesville that is subject to this License. Annual payments shall be due and payable on or before January 10th of each year commencing for the year 2021 and shall be due and payable at a like date each year during the term of the Permit. In the event that Licensee's payments are not timely made, a ten percent (10%) surcharge shall be due and payable to Licensor. All payments by Licensee pursuant to this License shall be made to the City of Charlottesville.

5. Safety Requirements:

a. Licensee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage or injury to the public or to constitute a nuisance. Licensee shall install such equipment and employ such personnel to maintain its facilities so as to assure efficient service, and shall have the equipment and personnel necessary to make repairs promptly.

b. Licensee shall install and maintain its System in accordance with the requirements of applicable building codes and regulations of the City of Charlottesville and the statutes and regulations of appropriate Federal and State agencies, including but not limited to the Federal Communications Commission and the U.S. Army Corps of Engineers, which may now be in effect or enacted, and in such a manner that will not interfere with any installations of the City of Charlottesville or of any public utility serving residents of the County of Albemarle or the City of Charlottesville.

c. Licensee's System, wherever situated, or located, shall at all times be kept and maintained in a safe operating condition and in good order and repair.

6. Liability and Indemnification:

a. By acceptance of this License, Licensee agrees that it shall indemnify, protect, defend and hold forever harmless the Licensor, its elected officials, officers, agents, representatives and employees, and their successors, legal representatives and assigns, from any and all claims of every kind and nature whatsoever, and from liabilities, losses, costs, judgments, penalties, damages, and expenses, including reasonable attorney's fees and expenses of litigation incurred in the defense of any such claim arising out of or relating to the installation, operation or maintenance by the Licensee of the Licensee's System or the Licensee's failure to perform any of the obligations of this License, including but not limited to claims for injury or death to any person or persons, or damages to any property, as may be incurred by or asserted against

Licensors, or its elected officials, officers, agents, representatives and/or employees, directly or indirectly, by reason of the installation, operation or maintenance by the Licensee of the Licensee's System within the area subject to this License. Licensee shall pay, and by acceptance of this Permit, the Licensee specifically agrees that it will pay all damages and penalties which Licensors may legally be required to pay as a result of installation, operation or maintenance by the Licensee of the Licensee's System or the Licensee's failure to perform any of the obligations of this Permit. These damages or penalties shall include all damages arising from the installation, operation or maintenance of the System authorized herein, whether or not any act or omission complained of is authorized, allowed or prohibited by this Permit, and Licensors shall not be responsible in any manner for any damage to the System and which may be caused by Licensee or other persons regardless of the cause of damage. Notwithstanding the foregoing, Licensee shall not be required to indemnify, protect, defend or hold harmless Licensors for claims arising out of or relating, in whole or in part, to the negligence or willful conduct of Licensors.

b. Licensee shall maintain, and by its acceptance of this License, specifically agrees that it will provide throughout the term of the Permit, workers compensation insurance in such amounts of coverage as required by the Commonwealth of Virginia and liability insurance coverage with regard to all damages mentioned in subsection (a) above in the following minimum amounts, whichever is greater:

1. General Liability Insurance - \$1,000,000 per occurrence; \$2,000,000 aggregate limits. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and products and completed operations coverage. The City of Charlottesville is to be included as additional insured with respect to General Liability coverage.
2. Comprehensive Automobile Liability Insurance including owned, non-owned and hired vehicles. Minimum coverage of \$1,000,000 combined single limit for each accident. The City of Charlottesville is to be included as additional insured with respect to Auto Liability coverage.

c. Licensee agrees that all insurance contracts providing any of the above-required coverage will be issued by one or more insurance carriers duly authorized to do business in the Commonwealth of Virginia and will contain the following required provisions:

1. The Licensors, its elected officials, officers, agents, employees and representatives shall be included as additional insureds (as the interests of each may appear) as to all applicable coverage.
2. The amount and conditions of said liability and comprehensive insurance may be increased upon sixty (60) days written notice by Licensors should the protection afforded by this insurance be deemed by Licensors to be insufficient for the risk created by this License. At no time, however, will any such increase in the amount of required liability and comprehensive insurance exceed that which is customarily required of other franchises or contractors of services for similar situations of risk.
3. Prior to the commencement of any work pursuant to this License and at least annually

thereafter Licensee shall make available to Licensor evidence of such insurance coverage certifying that such coverage is in full force and effect. Evidence of Licensee's insurance is available at www.centurylink.com/moi.

7. Licensor's Rights in License:

a. Licensee shall construct, maintain and operate said System in the locations described in Exhibit A and will at all times comply with all reasonable requirements, regulations, laws and ordinances now in force, and which may hereafter be adopted by the City of Charlottesville and be applicable to the construction, repair or maintenance of said system or use of the property subject to this License. Failure of the Licensee to comply with any of the terms of this License or failure to pay the License fees prescribed by this Agreement shall be cause for Licensor to revoke this License. Without limiting the generality of the foregoing, Licensor also reserves the right to terminate and cancel this License and all rights and privileges of the Licensee hereunder in the event that the Licensee: (1) violates any rule, order or determination of the City of Charlottesville made pursuant to this License, except where such violation is without fault or through excusable neglect; (2) becomes insolvent, unable or unwilling to pay its legal debts, or is adjudged a bankrupt; (3) attempts to evade any of the provisions of this License; (4) practices any fraud or deceit upon the Licensor, or either of them or; (5) fails to begin construction of its System within one hundred eighty (180) days from the date this License is granted and to continue such construction without unreasonable delay or interruption until completed.

b. Licensor's right to revoke this License pursuant to section 7.a may be exercised only after written notice of default and a thirty (30) day period for Licensee to cure such default except for any act of default involving the payment of money or failing to provide any insurance coverage required hereunder in which event said thirty (30) day period shall be reduced to three (3) business days. The right is hereby reserved to the City of Charlottesville to adopt, in addition to the provisions contained herein and in existing applicable ordinances, such additional regulations of general applications to all similarly situated Licensees as it shall find necessary in the exercise of its police power provided that such regulations, by ordinance or otherwise, shall be reasonable and not in conflict with the rights herein granted.

8. Assignment:

The License granted pursuant to this Agreement shall not be assigned by the Licensee without the prior written consent of the Licensor, which consent may be granted or withheld in Licensor's sole discretion; provided, however, that Licensee may assign this License to a governmental entity without consent of the Licensor, and provided further that the sale or transfer of a controlling interest in Licensee shall not be considered an assignment within the meaning of this paragraph.

9. Notice:

For the purpose of giving notice as provided for in this Permit, the following addresses are provided:

For the Licensee:

CenturyLink Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021
Attention: NIS ROW

For the Licensor:

Chip Boyles
City Manager
P. O. Box 911
Charlottesville, VA 22902

With a copy to:

Lisa A. Robertson
City Attorney
P. O. Box 911
Charlottesville, VA 22902

Unless and until a different address is provided in writing by Licensee to Licensor, the placing of notices in the United States Mail addressed to the Licensee as set forth above by registered or certified mail, return receipt requested, shall constitute compliance with the provisions of this Section.

10. Miscellaneous:

If any section, subsection, sentence, clause, phrase or portion of this Permit is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision and such holding shall not affect the validity of the remaining portions hereof. This Permit shall be interpreted and construed in accordance with the laws of the Commonwealth of Virginia. All claims, disputes and other matters in question between the Licensee and Licensor, or either of them, arising out of or relating to this Permit, or the breach thereof, shall be decided in a state or federal court in the Commonwealth of Virginia that has subject matter jurisdiction over the claim or dispute. The Licensee, by accepting this Permit, specifically consents to venue in either state or federal court in Virginia and waives any right to contest venue in Virginia.

WHEREFORE, this Permit has been authorized by the City Council of the City of Charlottesville, Virginia in an open meeting on June 7, 2021, and the governing body has authorized the execution of this License by the City Manager, as attested by the Clerk of the governing body, and the Licensee has accepted the terms and conditions of this License as evidenced by its corporate presents which have been executed by and through its authorized officers and the seal of the corporation affixed.

Exhibit A

Legal Description FOR 10' QWEST COMMUNICATIONS LICENSE AREA ON
TMP 48B-1.

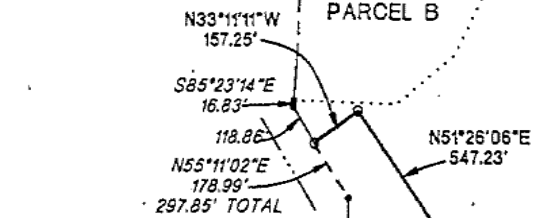
Commencing at the Point of Beginning situated on the property line of Parcel A being located on the northern bank of the Rivanna River South 85°23'14" East 16.83 feet and thence North 55°11'02" East 118.86 feet from the common corner of Parcels A and B; thence along the centerline of a 10 foot license area North 33°11'11" West, a distance of 157.25 feet; thence North 51°26'06" East, a distance of 547.23 feet; thence North 46°12'47" East, a distance of 341.25 feet; thence North 23°09'26" East, a distance of 436.23 feet; thence North 01°48'00" East, a distance of 346.05 feet; thence North 00°45'41" East, a distance of 310.23 feet; thence North 02°15'39" East, a distance of 26.12 feet; thence North 13°39'12" West, a distance of 9.42 feet; thence North 13°46'39" West, a distance of 52.34 feet; thence North 13°46'43" West, a distance of 158.74 feet; thence North 13°47'04" West, a distance of 135.48 feet; thence North 13°46'11" West, a distance of 139.53 feet; thence North 13°50'26" West, a distance of 129.88 feet; thence North 18°23'16" West, a distance of 60.24 feet; thence North 24°18'47" West, a distance of 49.11 feet; thence North 29°42'54" West, a distance of 57.18 feet; thence North 36°37'58" West, a distance of 74.82 feet; thence North 39°56'22" West, a distance of 54.98 feet; thence North 42°54'27" West, a distance of 82.51 feet; thence North 48°52'04" West, a distance of 43.98 feet; thence North 55°52'10" West, a distance of 87.27 feet; thence North 62°57'30" West, a distance of 50.07 feet; thence North 66°28'55" West, a distance of 143.51 feet; thence North 66°35'21" West, a distance of 64.82 feet; thence North 64°49'39" West, a distance of 15.85 feet; thence North 62°45'19" West, a distance of 15.71 feet; thence North 61°17'17" West, a distance of 0.62 feet to the ending point on the eastern margin of State Route 768 (Pen Park Road) right-of-way being the End of State Maintenance and being South 29°30'24" West 53.05 feet from a monument found on the margin of State Route 768 right-of-way, containing 35,904.40 square feet, more or less.

PLAT SHOWING A
 NEW 10' QWEST COMMUNICATIONS LICENSE AREA
 ACROSS TAX MAP 48B PARCEL 1
 PROPERTY BELONGING TO THE
 CITY OF CHARLOTTESVILLE
 CHARLOTTESVILLE, VIRGINIA
 SCALE: 1" = 400' JANUARY 6, 2006
 REVISED: JANUARY 12, 2006
 REVISED: FEBRUARY 10, 2006

VASP GRID NORTH
 SOUTH ZONE NAD '83



LEGEND:
 MF = MONUMENT FOUND



COURSE DATA ALONG CENTERLINE
 OF LICENSE AREA FROM POINT "A"
 TO POINT "B":

N02°15'39"E	26.12'
N13°39'12"W	9.42'
N13°46'39"W	52.34'
N13°46'43"W	58.74'
N13°47'04"W	35.48'
N13°46'11"W	39.53'
N13°50'26"W	29.88'
N18°23'16"W	60.24'
N24°18'47"W	49.11'
N29°42'54"W	57.18'
N36°37'58"W	74.82'
N39°56'22"W	54.98'
N42°54'27"W	82.51'
N48°52'04"W	43.98'
N55°52'10"W	87.27'
N62°57'30"W	50.07'
N66°28'55"W	143.51'
N66°35'21"W	64.82'
N64°49'39"W	15.85'
N62°45'19"W	15.71'
N61°17'17"W	0.62'

RIVANNA RIVER

I HEREBY CERTIFY THAT THIS LICENSE AREA
 PLAT, TO THE BEST OF MY PROFESSIONAL
 KNOWLEDGE AND BELIEF, IS CORRECT AND
 COMPLIES WITH THE MINIMUM PROCEDURES
 AND STANDARDS ESTABLISHED BY THE VIRGINIA
 STATE BOARD OF ARCHITECTS, PROFESSIONAL
 ENGINEERS, LAND SURVEYORS AND CERTIFIED
 LANDSCAPE ARCHITECTS. I ALSO CERTIFY THAT
 THE BOUNDARY SHOWN HEREON IS BASED ON
 A CURRENT FIELD SURVEY.

PEN PARK
 MEADOWCREEK GOLF COURSE

TMP 48B-1
 PARCEL A

CITY OF CHARLOTTESVILLE, VA
 D.B. 507 P. 432-435 PLAT
 D.B. 507 P. 427

NEW 10' QWEST
 COMMUNICATIONS
 LICENSE AREA
 35,904.40 S.F.

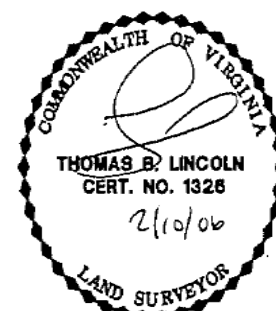
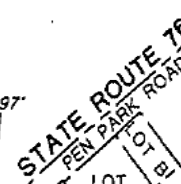
CENTERLINE OF LICENSE
 AREA LIES 7' SOUTH OF
 BACK OF CURB FROM
 POINT "A" TO
 POINT "B"

PARCEL A
 CITY OF CHARLOTTESVILLE, VA
 D.B. 507 P. 432-435 PLAT
 D.B. 507 P. 427

THOMAS B. LINCOLN LAND SURVEYOR INC.
 682 BERKMAR CIRCLE
 CHARLOTTESVILLE, VIRGINIA 22901
 434-974-1417

TMODEL SERVER1 DATA9\ 105\ 105012801TMP48B-1PRO 105-0128-01

END STATE
 MAINTENANCE
 POINT
 "B"



**RESOLUTION
THE CITY OF CHARLOTTESVILLE’S 2021-2022
AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT ACCOUNT**

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 2021-2022 fiscal year in the total amount of \$427,176 from HUD, dated February 25, 2021, and;

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 May 13, 2021, with the corrected entitlement of \$433,471;

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.

Fund	Account Code	Purpose	Proposed Revised Addition	Proposed Revised Appropriation
218		Ridge Street Priority Neighborhood	\$5,036.00	\$161,283.20
218		Administrative and Planning (20% Entitlement Award)	\$1,259.00	\$86,694.20

RESOLUTION

Allocating City Funding for a donation of \$15,000 to the nonprofit, charitable institution or association called “A Playground for Walker”

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

VIRGINIA, pursuant to authority set forth within Va. Code §15.2-953, that a charitable

donation in the amount of fifteen thousand dollars (\$15,000.00) is hereby approved to be made

to the non-profit entity called “A Playground for Walker” organized under the laws of the

Commonwealth of Virginia (Virginia State Corporation Identification No. 08507386), said

donation of funds to be used exclusively for and in support of the installation of playground

equipment on City-owned land located at 1564 Dairy Road, Charlottesville, Virginia.

BE IT FURTHER RESOLVED that the aforesaid amount shall be paid to A

Playground for Walker from currently-appropriated funds within the City’s budget, as follows:

Donation:

\$15,000.00 Fund: 426 Internal Order: SC-003 GL Code: 540100

RESOLUTION

**TO REMOVE, RELOCATE, CONTEXTUALIZE OR COVER A STATUE/
SCULPTURE OF ROBERT E. LEE LOCATED IN MARKET STREET PARK AND A
STATUE/ SCULPTURE OF STONEWALL JACKSON LOCATED IN COURT SQUARE
PARK**

WHEREAS in 2017 the Charlottesville City Council (“City Council”) publicly expressed its desire and stated its intentions to remove, relocate, contextualize or cover statues/sculptures of Confederate Generals Robert E. Lee and Thomas J. “Stonewall” Jackson located, respectively, in Market Street Park and Court Square Park within the City (together, the “Statues”), such desires and intentions having been expressed in various resolutions previously approved by City Council; and

WHEREAS City Council desires to update and restate its previously expressed intentions and plans regarding the Statues and the public parks in which they are located; and

WHEREAS on June 7, 2021 City Council conducted a public hearing and received public comment regarding Council’s intent to remove, relocate, contextualize or cover the Statues; and

WHEREAS City Council has considered the public comments received at the public hearing, the input of the City’s Board of Architectural Review, the analysis and recommendations of City Council’s Blue Ribbon Commission (December 2016 Final Report), and the various findings and matters set forth within resolutions adopted by City Council in 2017;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHARLOTTESVILLE THAT:

1. The statue/sculpture of Confederate General Robert E. Lee shall be removed from Market Street Park, and the statue/sculpture of Confederate General Thomas J. “Stonewall” Jackson shall be removed from Court Square Park. This authorization for removal of each statue/sculpture (together, the “Statues”) includes all related components and appurtenances, such as pedestals, plaques, signs, or panels.

2. For a period of thirty (30) days (“Offer Period”) City Council hereby offers the Statues for relocation and placement to any museum, historical society, government or military battlefield that may express an interest in acquiring the Statues, or either of them, for such purpose. This Offer Period shall commence on the date this Resolution is approved and shall expire at midnight on July 8, 2021. Throughout the Offer Period City Council’s offer shall be published on the home page of the City’s website and on the City’s webpage for bids and proposals, along with a form to be utilized by entities to express interest in acquiring the Statues, or either of them. All expressions of interest by any museum, historical society, government or military battlefield shall be submitted directly to the City Manager, who is hereby authorized to discuss with any such interested entity(ies), on behalf of City Council, the terms upon which the entity(ies) propose to acquire the Statues, or either of them.

In the event City Council approves an agreement with a museum, historical society, government or military battlefield for acquisition, relocation and placement of the Statues, or

either of them, then the Statues, or either of them, may be relocated in accordance with the terms of the agreement.

3. If City Council has not, prior to July 8, 2021, approved an agreement with another entity for relocation and placement of the Statues, or either of them, then at any time on or after July 8, 2021:

- a. the City Manager may carry out a removal of the Statues, or either of them, for placement in storage;
- b. at the City Manager's option, removal of the Statues, or either of them, may be carried out in stages, including, without limitation, removal of any component or appurtenance (such as pedestals, plaques, signs, or panels) separately from the main statue(s)/sculpture(s);
- c. the City Manager may cover the Statues, or either of them, prior to removal;
- d. the City Manager may take any other action with respect to the Statues, or either of them, within the scope of his authority; and/or
- e. City Council may authorize a final disposition of the Statues, or either of them.

4. Prior to removal, the Statues, or either of them, may be contextualized in accordance with a plan approved by City Council after review and comment by the City Manager, the board of architectural review (pursuant to City Code §34-288(3)), and the City's Historic Resources Committee.

5. The City Manager may develop a capital improvements project for a master redesign and improvement of the public parks and other public spaces within the area referred to on the National Register of Historic Places as the Charlottesville and Albemarle County Courthouse Historic District (which project may include, but is not limited to, actions or recommendations set forth in previous resolutions of City Council). Notwithstanding any direction given by City Council within any previous resolution(s), no design services or improvements for such a project shall be procured or commenced until a project scope has been established and all projected costs for public engagement, design services and construction costs have been presented to City Council for consideration within the Capital Improvements Plan for FY2022-2023 or a subsequent fiscal year. Nothing within this requirement shall preclude the City Manager or the City's Director of Parks and Recreation from making non-capital improvements or changes within either Market Street Park or Court Square Park, where funding for the improvements or changes is available within the Parks and Recreation Department's operational budget for the fiscal year in which the improvements or changes are installed.