



CITY COUNCIL AGENDA
October 4, 2021
CERTIFICATIONS

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

4:00 PM Closed session as provided by Sections 2.2-3711 and 2.2-3712 of the Virginia Code (Boards and Commissions; Personnel)

Virtual/electronic meeting

6:30 PM Regular Meeting

Register at www.charlottesville.gov/zoom. Virtual/electronic meeting in accordance with a local ordinance amended and re-enacted April 19, 2021, 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 (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 (MAGILL/HILL)**

ANNOUNCEMENTS (and Update from Blue Ridge Health Department)

RECOGNITIONS/PROCLAMATIONS

- Proclamation: Domestic Violence Awareness Month

BOARDS/COMMISSION APPOINTMENTS **APPROVED 5-0 (HILL/SNOOK)**

CONSENT AGENDA* **APPROVED 5-0 (HILL/SNOOK); removing Items 5 and 11 for separate vote**

1. **Resolution:** #R-21-136 Appropriating VDOT funds for VDOT Highway Safety Improvement (HSIP) Grant for Washington Park to Madison Avenue Trail - \$88,350 (2nd reading)
2. **Resolution:** #R-21-137 Appropriating funds for Virginia Department of Social Services (V.D.S.S.) Temporary Aid to Needy Families (TANF) Grants - \$257,479.76 (2nd reading)
3. **Ordinance:** #O-21-138 Amending and reenacting the Transient Occupancy Tax of the Code of the City of Charlottesville (1990), to conform the City's process for collection and reporting of Transient Occupancy Tax with Changes in State Enabling Legislation (2nd reading)
4. **Ordinance:** #O-21-139 Amending and reenacting the Meals Tax to Clarify that Meals Tax Reports are Due from the Sellers to the City Every Month (2nd reading)
5. **Resolution:** #R-21-140 Considering an off-cycle budget request from the BUCK Squad - \$50,000 (2nd reading) **Pulled for separate vote as requested by Walker. APPROVED 3-2 (HILL/SNOOK; Payne and Walker opposed)**
6. Resolution: Appropriating funds for the Charlottesville Victim Witness Assistance Grant - \$257,024 (1st of 2 readings)
7. Resolution: Appropriating funding award for the Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T) - \$112,708 (1st of 2 readings)

8. **Ordinance:** #O-21-141 Approving CitySpace as Central Absentee Precinct for the November 2, 2021 General Election (may be enacted on 1 reading with four-fifths vote)
9. **Resolution:** #R-21-142 Approving the appointment of an ADA (Americans with Disabilities Act) Coordinator (1 reading)
10. **Resolution:** #R-21-143 Ratifying the employment contract for the Clerk of Council and amending the contract to provide 120 days' advance notice of termination (1 reading)
11. **Ordinance:** #O-21-144 To approve the formation of a joint entity known as the Blue Ridge Cigarette Tax Board et seq. (1 reading) **Pulled for separate vote as requested by Walker. APPROVED 4-1 (HILL/SNOOK; Walker opposed)**

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

12. **Public Hearing/Ord.:** #O-21-145 Approving a long-term lease of a portion of McIntire Park to the Botanical Garden of the Piedmont (Public hearing and 2nd reading) **APPROVED 5-0 (HILL/SNOOK)**
13. **Ordinance*:** #O-21-146 Continuity of Governance Ordinance (may be enacted on 1 reading with 4/5 vote) **APPROVED 5-0 (HILL/MAGILL)**
14. **Resolution:** #R-21-147 Approving the Charlottesville City School Board to proceed with a design concept process for a School Reconfiguration Project (1 reading) **APPROVED 5-0 (HILL/SNOOK)**

GENERAL BUSINESS

15. Report: Albemarle Charlottesville Regional Jail Authority update
16. Discussion: Police Chief termination
17. Discussion: Police Civilian Review Board Chair

OTHER BUSINESS

MATTERS BY THE PUBLIC

*Action Needed

**RESOLUTION APPROPRIATING FUNDS for
VDOT Highway Safety Improvement (HSIP) Grant for
Washington Park to Madison Avenue Trail - \$88,350**

WHEREAS, the City of Charlottesville, through Parks and Recreation, has been awarded \$74,900 from the Virginia Department of Transportation to construct a bicycle and pedestrian ramp to connect Madison Avenue; and at Washington Park

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$88,350 is hereby appropriated in the following manner:

Revenue

\$74,900 Fund: 426 WBS: P-01052 G/L Account: 430120

Expenditures

\$74,900 Fund: 426 WBS: P-01052 G/L Account: 599999

Transfer From

\$13,450 Fund: 426 WBS: PR-001 G/L Account: 599999

Transfer To

\$13,450 Fund 426 WBS: P-01052 G/L Account: 599999

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$74,900 from the Virginia Department of Transportation.

Approved by Council
October 4, 2021



Kyna Thomas, MMC
Clerk of Council

RESOLUTION

**Appropriating funds for Virginia Department of Social Services (V.D.S.S.)
Temporary Aid to Needy Families (T.A.N.F.) Grants - \$257,479.76**

WHEREAS, the City of Charlottesville has received a fourth renewal of grant funds from the Virginia Department of Social Services in the amount of \$50,000 requiring a \$7,500 local in-kind match provided by the Office of Economic Development through the Workforce Investment Fund; and

WHEREAS, the City of Charlottesville has received a third renewal of grant funds from the Virginia Department of Social Services in the amount of \$33,800 requiring a \$5,070 local in-kind match provided by the Office of Economic Development through the Workforce Investment Fund; and

WHEREAS, the City of Charlottesville has received a third renewal of grant funds from the Virginia Department of Social Services in the amount of \$173,679.76; and

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

WHEREAS, the grant award covers the period from July 1, 2021 and June 30, 2022;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$257,479.76 is hereby appropriated in the following manner:

Revenue – \$57,500

\$50,000	Fund: 209	IO: 1900426	G/L: 430120 State/Fed pass thru
\$7,500	Fund: 209	IO: 1900426	G/L: 498010

Expenditures – \$57,500

\$57,500	Fund: 209	IO: 1900426	G/L: 599999 Lump Sum
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Transfer – \$7,500

\$7,500	Fund: 425	WBS P-00385	G/L: 561209 Transfer to State Grants Fund
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Revenue – \$38,870

\$33,800	Fund: 209	Cost Center: 1621003000	G/L: 430120 State/Fed pass thru
\$5,070	Fund: 209	Cost Center: 1621003000	G/L: 498010

Expenditures – \$38,870

\$38,870	Fund: 209	Cost Center: 1621003000	G/L: 599999 Lump Sum
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Transfer – \$5,070

\$5,070	Fund: 425	WBS: P-00385	G/L: 561209 Transfer to State Grants
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Revenue – \$173,679.76

\$173,679.76 Fund: 209 IO: 1900425 G/L: 430120 State/Fed pass thru

Expenditures - \$173,679.76

\$173,679.76 Fund: 209 IO: 1900425 G/L: 599999 Lump Sum

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$257,479.76 from the Virginia Department of Social Services.

Approved by Council
October 4, 2021



Kyna Thomas, MMC
Clerk of Council

AN ORDINANCE TO AMEND AND REENACT CHAPTER 30 (TAXATION), ARTICLE IX. (TRANSIENT OCCUPANCY TAX) OF THE CODE OF THE CITY OF CHARLOTTESVILLE (1990) AS AMENDED, TO CONFORM THE CITY'S PROCESS FOR COLLECTION AND REPORTING OF TRANSIENT OCCUPANCY TAX WITH CHANGES IN STATE ENABLING LEGISLATION

BE IT ORDAINED by the Council of the City of Charlottesville that the provisions of Chapter 30 (Taxation), Article IX (Transient Occupancy Tax) are hereby amended and re-ordained as follows:

Sec. 30-251. - Violations of article.

Any person violating or failing to comply with any of the provisions of this article shall be guilty of a Class 3 misdemeanor. Conviction of such violation shall not relieve any person from the payment, collection or remittance of the tax provided for in this article.

Cross reference— Penalty for Class 3 misdemeanor, § 1-11.

Sec. 30-252. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accommodation means any public or private hotel, inn, hostelry, short-term rental, motel or rooming, boarding or lodging house within the city offering lodging as defined in this section, for compensation, to any transient as defined in this section.

Hotel means any structure or group of structures for rent or for hire that is primarily kept, used, maintained, advertised, or held out to the public as a place where sleeping accommodations are offered to Transients in return for compensation.

Lodging means the rental of room or space to any transient for compensation, in an Accommodation as defined in this section, by a Lodging Provider or Lodging Intermediary, or the occupancy of such room or space by such transient. If the charge for the Accommodation made by any person to such transient includes any charge for meals, parking or other services not related to the occupancy of the room in addition to lodging or the use of such room or space, then such portion of such total charge as represents only room or space rental shall be distinctly set out and billed to such transient by such person as a separate item.

Lodging Fee means the room charge less the discount room charge, if any, provided that the lodging fee shall not be less than zero dollars (\$0).

Lodging Intermediary means any person other than a lodging provider that facilitates the sale of an accommodation, charges a room charge to the customer, and charges a lodging fee to the customer, which fee it retains as compensation for facilitating the sale. For purposes of this definition, "facilitates the sale" includes brokering, coordinating, or in any other way arranging

for the purchase of the right to use accommodations via a transaction directly, including via one or more payment processors, between a customer and a lodging provider.

Lodging Provider means any person that furnishes accommodations to the general public for compensation. The term "furnishes" includes the sale of use or possession or the sale of the right to use or possess.

Short-Term Rental means any building, structure, or unit, on the same tax parcel, sharing the same mailing address, that is used, or is intended to be used, as a residence or home for one (1) or more persons available for rent or for hire to Transients.

Transient means any person who, for a period of fewer than thirty (30) consecutive days, either at his own expense or at the expense of another, obtains Lodging for which a charge is made at an Accommodation, as defined in this section.

Cross reference— Definitions and rules of construction generally, § 1-2.

Sec. 30-253. - Levied.

There is hereby imposed and levied upon every Transient obtaining or occupying Lodging within the city, in addition to all other taxes and fees of every kind now imposed by law, a tax equivalent to eight (8) percent of the total price paid for the Lodging by the Transient, or on the Transient's behalf.

State Law reference— Authority of city to impose tax on transient room rentals, Code of Virginia, § 58.1-3819.

Sec. 30-254. - Exemptions.

No tax shall be payable under this article on any charge for Lodging in, and during care or treatment in, any hospital, medical clinic, nursing or convalescent home, extended health care facility, sanatorium or sanitorium, home for the aged, infirmed, orphaned, disabled, or mentally retarded or other like facility; or in any educational institution.

Sec. 30-255. - Collection.

For any Lodging not facilitated by a Lodging Intermediary, the Lodging Provider shall collect the tax levied pursuant to this Article from the Transient, or from the person paying for the Lodging, at the time that payment for the Lodging is made.

For any Lodging facilitated by a Lodging Intermediary, the Lodging Intermediary shall be deemed to have made the sale of the Lodging and is responsible for collecting the tax levied for the Lodging from the Transient or the person paying for the Lodging, at the time that payment for the Lodging is made. When the Lodging occurs at a hotel, the Lodging Intermediary shall remit the taxes on the lodging fee to the city and remit the remainder, if any, to the hotel, which shall directly remit said remaining tax to the city. When the Lodging occurs at a Short-

Term Rental, as defined in this Article, or any other Accommodation that is not a hotel, the Lodging Intermediary is responsible for remitting the full amount of tax to the city.

The taxes collected by any person shall be deemed to be held in trust for the city by the person required to collect them, until they have been remitted to the city as provided in this article.

State Law reference— Scope of Transient Tax, Code of Virginia, § 58.1-3826.

Sec. 30-256. - Reports and remittances generally.

Every person collecting any tax levied by this article shall make out a report thereof, upon such forms and setting forth such information as the Commissioner of revenue may prescribe and require, showing the amount of lodging charges collected and the amount of tax required to be collected thereon, and shall sign and deliver the same to the Commissioner together with a remittance of such tax, made payable to the city Treasurer. If a person, including a Lodging Intermediary is collecting taxes from, or on behalf of, multiple Accommodations, the report shall also be sufficient to identify the lodging charges and tax owed on Lodging at each individual Accommodation, including the Accommodation's address and, in cases where a Lodging Intermediary is responsible for collecting and remitting the taxes, information sufficient to identify the Lodging Provider connected to the Accommodation. Such reports and remittances shall be made on or before the 20th of each month, covering the amount of tax collected during the preceding month. Lodging Providers shall be required to file monthly reports with the Commissioner even in the event no tax is due and regardless of whether they collected the tax or if it was done on their behalf by a Lodging Intermediary. All remittances received under this article by the Commissioner shall be promptly turned over to the Treasurer.

Sec. 30-257. - Collector's records.

It shall be the duty of every Lodging Provider or Lodging Intermediary liable for taxes under this Article or for the collection and remittance of any tax imposed by this article, to keep and preserve for the current year and the three (3) prior years such suitable records as may be necessary to determine the amounts paid for lodging, and tax thereon for which that Lodging Provider or Lodging Intermediary may have been responsible for collecting and paying to the city. Lodging Providers who have the taxes owed on their Accommodation collected by a third party such as a Lodging Intermediary are also obligated to keep records under this section on the amounts that were collected on their behalf by said third party. All records kept under this section should be sufficient to identify each individual Accommodation from which the lodging charges were collected, and the tax owed for Transient stays at that Accommodation, including the Accommodation's address and, where taxes were collected and remitted by a Lodging Intermediary, identifying the Lodging Provider connected with the Accommodation on whose behalf the taxes were collected. The Commissioner of Revenue shall have the right to inspect all such records at any reasonable time.

Sec. 30-258. - Duty of collector going out of business.

Whenever any person required to collect and remit to the city any tax imposed by this article shall cease to operate or otherwise dispose of his business, such tax shall immediately become due and payable, and such person shall forthwith make a report and remittance thereof.
Sec. 30-259. - Penalty for late remittance.

If any person, whose duty it is to do so, shall fail or refuse to make a report and remit the tax as required by this article within the time and in the amount required, there shall be added to such tax by the Commissioner of Revenue a penalty in the amount of five (5) percent of such tax, or a minimum of two dollars (\$2.00), if such failure is for not more than thirty (30) days in duration.

Sec. 30-260. - Procedure upon failure to collect, report, etc.

- (a) If any person, whose duty it is to do so, shall fail or refuse to collect the tax imposed under this article and make timely report and remittance thereof, the Commissioner of Revenue shall proceed in such manner as is practicable to obtain facts and information on which to base an estimate of the tax due. As soon as the Commissioner has procured such facts and information as may be obtainable, upon which to base the assessment of any tax payable by any person who has failed to collect, report or remit such tax, the Commissioner shall proceed to determine and assess against such person the tax, penalty and interest provided in this article, and shall notify such person by certified or registered mail sent to their last known address, of the amount of such tax, penalty and interest, and the total amount thereof shall be payable within ten (10) days from the date such notice is sent.
- (b) It shall be the duty of the Commissioner of Revenue to ascertain the name of every Lodging Provider and Lodging Intermediary providing Lodging in the city, liable for the collection of the tax imposed by this article, who fails, refuses or neglects to collect such tax or to make the reports and remittances required by this article. The Commissioner may have issued a summons for such person, which summons may be served upon such person by any city police officer in the manner provided by law, and one (1) return of the original thereof shall be made to the general district court for the city.

Sec. 30-261. - Reserved.

Editor's note— An ordinance adopted Nov. 15, 2004, § 6, repealed § 30-261, which pertained to application of correction. See also the Code Comparative Table.

Approved by Council
October 4, 2021



Kyna Thomas, MMC
Clerk of Council

ORDINANCE

**TO AMEND AND REENACT CHAPTER 30 (TAXATION), ARTICLE X. (MEALS TAX)
OF THE CODE OF THE CITY OF CHARLOTTESVILLE (1990), AS AMENDED, TO
CLARIFY THAT MEALS TAX REPORTS ARE DUE FROM SELLERS TO THE CITY
EVERY MONTH**

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia, that the provisions of Chapter 30, Article X, Section 30-287 are hereby amended and reenacted, as follows:

Sec. 30-287. - Registration of sellers; reports and remittances generally.

The commissioner of revenue may require all prospective sellers of meals licensed to do business in the city to register for collection of the tax imposed by this article. Every seller shall make a report for each calendar month, showing the amount of charges collected for meals and the amount of tax required to be collected. The monthly reports shall be made on forms prescribed by the commissioner and shall be signed by the seller. They shall be delivered to the commissioner on or before the 20th of the calendar month following the month being reported. Each report shall be accompanied by a remittance of the amount of tax due, made payable to the city treasurer. **A report shall be filed every month, even in cases where no tax is due.** The commissioner shall promptly transmit all taxes received to the city treasurer.

Approved by Council
October 4, 2021



Kyna Thomas, MMC
Clerk of Council

RESOLUTION
ALLOCATING CITY COUNCIL STRATEGIC INITIATIVES FUNDING TO
SUPPORT A "COMMUNITY CIVILIAN POLICING" PROGRAM
PROVIDED TO CITY RESIDENTS BY THE BUCK SQUAD,
A CHARITABLE ORGANIZATION

BE IT RESOLVED by the City Council of the City of Charlottesville, Virginia, pursuant to authority set forth within Virginia Code §15.2-953, **THAT** a charitable donation is hereby approved to be made to The Brothers United to Cease the Killing (BUCK) Squad, a charitable institution or organization that provides services to residents of the City of Charlottesville, in the amount of **\$50,000.00**, said donation of funds to be used exclusively for and in support of the Community Civilian Policing" services to be provided by The BUCK Squad for residents of the City of Charlottesville to reduce the cycle of gun related crimes by implementing a program that will provide assistance of crisis management in conflict mediation, mentorship, and economic development through proactive civilian patrols within the City of Charlottesville.

BE IT FURTHER RESOLVED that the aforesaid amount shall be paid to The BUCK Squad from currently-appropriated funds in the City Council Strategic Initiatives account in the General Fund, in support of the local Community Civilian Policing Program, as follows:

\$50,000.00 Fund: 105 Cost Center: 1011001000

Approved by Council
October 4, 2021



Kyna Thomas, MMC
Clerk of Council

ORDINANCE
APPROVING CITY SPACE
AS CENTRAL ABSENTEE PRECINCT FOR
NOVEMBER 2, 2021 GENERAL ELECTION

WHEREAS, on March 12, 2020, pursuant to a Resolution adopted by the Charlottesville City Council the City Manager/ Director of Emergency Management declared the potential spread of COVID-19 to be an emergency and disaster within the City of Charlottesville, and this declared local emergency remains in effect; and

WHEREAS, provisions for the safe conduct of elections are necessary to assure continuity of government during a state of emergency; and

WHEREAS, Virginia Code Section 24.2-310 provides that if an emergency makes a polling place unusable, the Director of Elections and General Registrar shall provide an alternative polling place; and

WHEREAS, Charlottesville City Code Section 9-31 establishes City Hall as the polling place for the City of Charlottesville's Central Absentee Precinct; and

WHEREAS, the Charlottesville Electoral Board and the Charlottesville General Director of Elections and Registrar have determined that City Hall is unusable as the Central Absentee Precinct polling place during the COVID-19 emergency, because it remains closed to the public and the limited space available does not allow for appropriate social distancing and COVID mitigation strategies and that the use of City Space as the polling place for the City of Charlottesville's Central Absentee Precinct may assist the City's efforts to avoid the spread of COVID-19; and

WHEREAS, the potential spread of COVID-19 is a rare and unforeseen circumstance necessitating the movement of the Central Absentee Precinct polling place.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Charlottesville, Virginia, that for the November 2, 2021 general election, the City of Charlottesville's Central Absentee Precinct shall be located at City Space located at 100 5th Street NE, Charlottesville, Virginia 22902.

BE IT FURTHER ORDAINED by the Council of the City of Charlottesville, Virginia, that this ordinance is adopted pursuant to the provision of Virginia Code Section 24.2-310 to assure the safe conduct of elections within the City of Charlottesville during the continuing local emergency declaration.

BE IT FURTHER ORDAINED by the Council of the City of Charlottesville, Virginia, that the General Registrar shall provide notice to the voters appropriate to the circumstances of the emergency and this change shall be advertised in the *Daily Progress* and on the City of Charlottesville's web site.

BE IT FURTHER ORDAINED by the Council of the City of Charlottesville, Virginia that this ordinance shall be effective on November 1, 2021 and shall expire on November 3, 2021.

BE IT FURTHER ORDAINED by the Council of the City of Charlottesville, Virginia that this ordinance is passed with the votes of four-fifths of the City Council and that the second reading of this ordinance shall not be required.

Approved by Council
October 4, 2021



Kyna Thomas, MMC
Clerk of Council

RESOLUTION
Hiring and Appointment of the ADA Coordinator

WHEREAS, the City Manager wishes to hire Mr. Paul Rudacille as the ADA Coordinator for the City of Charlottesville; and

WHEREAS, Mr. Rudacille has agreed to accept hiring and appointment as the ADA Coordinator, upon certain terms and conditions set forth in writing and accepted by Mr. Rudacille on September 24, 2021,

BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that, Mr. Paul Rudacille's appointment to the position of ADA Coordinator is hereby approved.

Approved by Council
October 4, 2021



Kyna Thomas, MMC
Clerk of Council

**RESOLUTION
RATIFYING THE EMPLOYMENT CONTRACT FOR THE CLERK OF COUNCIL
AND AMENDING THE CONTRACT TO PROVIDE 120 DAYS' ADVANCE NOTICE
OF TERMINATION**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHARLOTTESVILLE that the contract for employment of Kyna Thomas to serve as Chief of Staff/ Clerk of City Council, made January 10, 2019 is hereby ratified, with the following amendment:

The City Council or the Employee may terminate Employee's employment at any time after giving **one hundred twenty (120)** ~~thirty (30)~~ calendar days' advance written notice to the other party. However, the City Council reserves the right, at its sole discretion and determination, not to provide **one hundred twenty (120)** ~~thirty (30)~~ calendar days' advance written notice to the Employee if the Employee commits a crime other than a traffic violation or an act of serious misconduct.

And, with the foregoing amendment, said contract and all of its provisions shall be and remain in full force and effect.

The Mayor is hereby authorized to execute the amended contract on behalf of City Council.

Approved by Council
October 4, 2021



Kyna Thomas, MMC
Clerk of Council

ORDINANCE

**AN ORDINANCE APPROVING THE FORMATION OF A JOINT ENTITY
TO BE KNOWN AS THE BLUE RIDGE CIGARETTE TAX BOARD
AND BESTOWING ON SUCH ENTITY ALL POWERS NECESSARY AND PROPER
FOR THE PERFORMANCE OF ITS DUTIES AS PROVIDED BY LAW**

WHEREAS, pursuant to the authority granted to localities under § 15.2-1300 of the Code of Virginia, 1950, as amended, the City Council of the City of Charlottesville, Virginia has determined that it would serve the public interest to establish a joint entity to be known as the Blue Ridge Cigarette Tax Board (the "Board") in order to efficiently administer the collection, accounting, disbursement, compliance monitoring and enforcement of cigarette taxes assessed by the localities desiring to join the Board; and

WHEREAS, the City Council has reviewed an agreement establishing the Board and defining its powers, duties, and other procedures, the text of which is incorporated herein, and City Council is in agreement with the terms as set forth therein; and

WHEREAS, the aforementioned agreement provides that it shall become effective upon the approval by the governing bodies of at least six (6) localities named and the execution of said agreement by their authorized representatives; and

WHEREAS, the City Council wishes to authorize the formation of the Board with the City of Charlottesville, Virginia as a member thereof, and authorize the execution of said agreement on its behalf.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Charlottesville, Virginia, that:

1. Under authority of Virginia Code § 15.2-1300, and effective upon the approval and execution by six (6) or more localities of an agreement for joint action, there is hereby created and established the Blue Ridge Cigarette Tax Board, which shall act as the agent of the localities for the administration of their respective cigarette tax ordinances; and

2. The following agreement for joint action is hereby approved by this Council, and the powers and authority of the Board shall be as set forth in the agreement, subject to approval as to final form by the City Attorney prior to execution:

BLUE RIDGE CIGARETTE TAX BOARD AGREEMENT

This Agreement, dated the ___ day of _____, 2021 is entered into by and between the County of Albemarle, Virginia; the County of Augusta, Virginia; the City of Charlottesville, Virginia; the County of Fluvanna, Virginia; the County of Greene, Virginia; the County of Madison, Virginia; the County of Nelson, Virginia; the County of Orange, Virginia; or any six or more of the foregoing, and provides as follows:

WHEREAS, the parties hereto (the "Member Jurisdictions") desire to enter into an Agreement for the purpose of the establishment of the Blue Ridge Cigarette Tax Board (the "Board") for the joint administration, collection, and enforcement of their respective Cigarette Tax Ordinances pursuant to the provisions of these ordinances and § 15.2-1300 and §§ 58.1-3830, *et. seq.*, of the Code of Virginia, 1950, as amended.

NOW, THEREFORE, the parties hereby enter into the following agreement:

1. NAME AND DURATION

The Board shall be called the Blue Ridge Cigarette Tax Board. Its duration shall be perpetual, subject to the provisions of Paragraph 9 herein.

2. MEMBERSHIP AND VOTING POWERS

The Board shall be composed of one representative from each jurisdiction currently named herein and one representative from those jurisdictions later added with the consent of the Board in conformity with Section 10. Said representative may designate an alternate to attend meetings and vote in his or her place. A majority of the representatives from the member jurisdictions shall constitute a quorum for transaction of business. Action of the Board shall be by majority vote of those present and voting, with the exception of adding new members to the Board, which shall require the approval by the majority of the entire Board membership. In all matters, each jurisdiction shall be entitled to only one vote.

3. OFFICERS AND MEETINGS

Each year, the Board shall elect a Chair, Vice-Chair, and Secretary/Treasurer, who shall serve for a term of one (1) year unless removed by majority action of the Board. The aforementioned officers shall be chosen from the members of the Board, and shall be empowered to sign in the name of the Board on all legal documents, including bank deposits and withdrawals. The Board shall meet from time to time as needed, and shall meet at least quarterly, however, additional meetings may be called at any time by action of the Chair or upon the request of three (3) or more members by submitting such request to the Chair in writing.

The Board may adopt bylaws, procedural rules and other policies to regulate its affairs not inconsistent with this Agreement.

4. POWERS OF THE BOARD

The Board shall be delegated the following powers from the member jurisdictions:

- a. The power to assess, collect and disburse the cigarette taxes levied by and for each member jurisdiction;
- b. The power to audit the sale or use of cigarettes within each member jurisdiction;
- c. The power to provide information to the appropriate law enforcement agencies of the affected member jurisdictions for the purpose of prosecution of criminal violations of cigarette tax laws;
- d. The power to hire, supervise, discharge and manage an Administrator to oversee the day-to-day operations of the Board;
- e. The power to establish and manage general operating funds to ensure proper funding of Board operations on an ongoing basis;
- f. The power to employ auditors for review of the Board's finances, and employ accountants, legal counsel, and other advisors as the Board deems necessary or advisable to discharge its' duties;
- g. The power to designate one or more depository bank or banks for tax funds collected;
- h. The power to contract with the Thomas Jefferson Planning District Commission or one or more member jurisdictions for provision of administrative, fiscal and personnel services;
- i. The power to hold and convey personal property. The Board shall have no power to hold or convey real property;
- j. The power to enter into contracts, including without limitation the power to enter into contracts with public bodies;
- k. The power to contract for benefits for Board employees;
- l. Any other powers granted to the Board by other provisions of this Agreement, by the respective local ordinances of the member jurisdictions, and by the Code of Virginia (1950), as amended.

5. LIABILITY INSURANCE

The Board is hereby authorized and directed to maintain insurance coverage appropriate to the nature of the Board's operations. General liability insurance shall be maintained through a commercial general liability policy in limits of not less than One Million Dollars (\$1,000,000). The Board shall maintain worker's compensation coverage in at least the statutorily required minimum amounts.

6. ADMINISTRATOR

The Board shall appoint an Administrator, who shall be responsible for the normal, day-to-day operations of the Board in administration of the Cigarette Tax Ordinances adopted by each of the member jurisdictions. The Administrator shall serve at the pleasure of the Board and under such terms and conditions of employment as the Board shall deem appropriate, which may include the power of the Administrator to hire, train, discipline and discharge subordinate employees as needed to carry into effect the purposes and duties of the Board, contingent upon creation by the Board of such subordinate positions. The Administrator shall act as the chief employee of the Board, and shall answer to and be under the supervision of the Board. The Administrator shall attend Board meetings and report to the Board on expenditures of the Board, projected revenues, and other matters relevant to the efficient administration of the Board. The Board may adopt such contracting and purchasing policies as it may deem appropriate, consistent with the Virginia Public Procurement Act and other applicable laws and regulations, and delegate to the Administrator the authority and responsibility for administration thereof. The duties of the Administrator shall include, but are not limited to the following:

- a. Preparation of annual administrative cost estimates;
- b. Reporting to the Board with recommendations as to the creation of employment positions needed to carry into effect the purposes and duties of the Board;
- c. Hiring, management, evaluation, training, discipline and discharge of employees in such employment positions created by the Board;
- d. Contracting, with the approval of the Board, for equipment, supplies, employee health and retirement benefits and other benefits as approved by the Board;
- e. Preparation of such other reports as the Board may require;
- f. Review and authorization of disbursements from Board accounts, including without limitation regular disbursements of tax revenue from member jurisdictions.

7. COLLECTION OF THE CIGARETTE TAX

The cigarette tax shall be assessed and collected according to the respective ordinances and according to the rules, regulations and procedures adopted by the Board.

8. DISBURSEMENT OF RECEIPTS, MANAGEMENT OF FUNDS

- a. Disbursements shall be made to each member jurisdiction on a monthly basis. Prior to disbursement to member jurisdictions, expenses for the applicable period shall be deducted from total revenues and allocated to the jurisdictions proportionately based upon the number of taxable packs of cigarettes reported within the jurisdiction during the period as compared to the total number of taxable packs of cigarettes reported in all the member jurisdictions. The disbursement to each member jurisdiction shall be determined by the tax rate of the jurisdiction multiplied by the taxable packs of cigarettes reported within the jurisdiction, plus interest and penalties assessed within the jurisdiction in question, plus the jurisdiction's proportional share of all other revenues, less discounts and proportional expenses.
- b. The Board shall adopt an annual budget and provide a copy thereof to each of the member jurisdictions. The Board shall establish an operating fund, taking into account the anticipated revenues and expenditures for each year.
- c. All monies shall be deposited in the name of the Blue Ridge Cigarette Tax Board. All checks drawn on Board accounts shall require the signature of the Administrator and at least one Board Officer.

9. TERMINATION

- a. In the event any member jurisdiction decides, by ordinance, to terminate its participation in the Board, notice thereof shall be given to the Board no fewer than sixty (60) days prior to the effective date of such termination. The terminating jurisdiction shall receive within thirty (30) days of the effective date of termination its proportionate share of total revenues less its proportionate share of expenses, operating fund, and depreciated value of tangible personal property owned by the Board. The representative of such terminating jurisdiction shall cease to be a member of the Board as of the effective date of the termination and thereafter the

terminating jurisdiction shall have no rights to participate in the business or operations of the Board, and the terminating jurisdiction shall thereafter have sole rights and responsibility for collection and enforcement of its local cigarette tax.

- b. In the event the number of member jurisdictions is less than six (6) in number, the Board shall dissolve and cease to exist. In such event, the Board, prior to dissolution, shall liquidate all assets and disburse the proceeds to each member jurisdiction that has not previously received a payment pursuant to Paragraph 9(a). Such distribution shall be proportionate to the number of taxable packs of cigarettes reported in the jurisdiction in question during the preceding twelve (12) months as compared to the taxable packs of cigarettes reported in the preceding twelve (12) months in all jurisdictions constituting the Board at the time of dissolution.

10. IMPLEMENTATION

Each member jurisdiction shall by ordinance signify its desire and agreement to become a member of the Board and its acceptance of the provisions of this Agreement. This Agreement shall become effective upon the adoption of such ordinances and execution of this agreement by any six (6) of the jurisdictions below, and thereafter any other jurisdiction named below may join as a member upon the adoption of such ordinance and execution by its authorized representative, and upon payment of any shared expenses as may be determined by the Board. Upon such execution and payment, this agreement shall become operative as to the jurisdiction in question.

Jurisdictions other than those named below may be added to the Board upon agreement of a majority of the Board, and upon adoption of an ordinance by the governing body of the jurisdiction to be added, execution of this Agreement, and payment into the Board of any shared expenses as may be determined by the Board.

And, BE IT FURTHER ORDAINED that

3. The City Council designates the Commissioner of Revenue as its representative on the Board as provided for in the above-referenced agreement, and the Commissioner is also empowered to appoint an alternate should the Commissioner deem it necessary. the City Council also hereby authorizes the Administrator appointed by the Board to act on the City's behalf pursuant to Virginia Code §58.1-3830(A); and

4. The City Manager is authorized to execute the agreement for joint action on behalf of this Council, and the City Manager is further designated as the City's agent for approval of modifications of the agreement subsequent to the date of this Ordinance, which do not materially alter the obligations of the City under this agreement; and

5. This Ordinance shall be effective upon its adoption.

Approved by Council
October 4, 2021



Kyna Thomas, MMC
Clerk of Council

ORDINANCE
APPROVING A LONG -TERM LEASE OF A PORTION OF MCINTIRE PARK TO
THE BOTANICAL GARDEN OF THE PIEDMONT

WHEREAS the Botanical Garden of the Piedmont is a Virginia non-profit corporation whose mission is: to provide a place where persons may engage in nature; to educate and inspire through the beauty and importance of plants; to advance sustainability within the Charlottesville community; and to promote human and environmental well-being; in these aspects, the Botanical Garden of the Piedmont is a nonprofit formed to provide services to residents of the City of Charlottesville and to beautify and maintain the community; and

WHEREAS on September 4, 2012 the Charlottesville City Council approved a Master Plan for McIntire Park East, including approximately 11.5 acres for: a botanical garden, a family activity area, parking, and a path connecting these areas to the rest of McIntire Park; and

WHEREAS on September 16, 2013, the Charlottesville City Council approved a public-private partnership between the City and the McIntire Botanical Garden (now known as the Botanical Garden of the Piedmont) to design, develop, and maintain a botanical garden; and

WHEREAS on March 16, 2015 the Charlottesville City Council approved a schematic design plan for McIntire Park East, including a botanical garden; and

WHEREAS since 2015 McIntire Botanical Garden/ Botanical Garden of the Piedmont has worked with the City Parks and Recreation Department to improve the botanical garden site and prepare for the design and development of a botanical garden; and

WHEREAS to commence implementation of the planned botanical garden, the Botanical Garden of the Piedmont desires to enter into a long term lease of a certain portion of the City-owned property, consisting of approximately 12 acres of land owned by the City of Charlottesville within the public property known as McIntire Park; and,

WHEREAS this proposed lease has been publicly duly advertised and this Council has conducted a public hearing and has otherwise satisfied the requirements of Virginia Code §§ 15.2-953, 15.2-1800 and 15.2-2100;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CHARLOTTESVILLE that a lease for a term of forty (40) years is hereby granted to the Botanical Garden of the Piedmont, upon the covenants and agreements set forth following below, and the City Manager is hereby authorized to execute such lease on behalf of the City of Charlottesville, in a final format approved by the City Attorney and suitable for recordation in the land records of the Circuit Court for the City of Charlottesville:

APPROVED COVENANTS AND AGREEMENTS FOR A LONG TERM LEASE

1. Lessee.

The City will lease a portion of McIntire Park to **BOTANICAL GARDEN OF THE PIEDMONT**, a non-profit corporation authorized to do business in the Commonwealth of Virginia (hereafter "Lessee").

2. Leased Premises.

The City hereby leases and demises to Lessee, and Lessee hereby leases from City, certain real property, consisting of approximately 11.5 acres of land in the northeast corner of McIntire Park, which property is more particularly identified within **Exhibit A** attached hereto (hereafter the "Leased Premises"). The parties shall share the cost of obtaining a survey plat identifying the boundaries of the Leased Premises, which survey plat shall be made an exhibit to the Lease executed by the parties' designated agents.

3. Authority of City

The City has authority to enter into this Lease, pursuant to Virginia Code §§15.2-953, 15.2-1800 and 15.2-2100.

4. Suitability; as-is condition

(A) City makes no representation or warranty as to the condition or suitability of the Leased Premises for the Lessee's intended purposes. If Lessee determines after the Commencement Date that the Leased Premises are not suitable for its intended use, Lessee may terminate this Lease upon giving written notice to the City, and neither party shall have any further rights or obligations hereunder. In the event of such termination Lessee shall deliver possession of the Leased Premises to the City and, at its own expense, Lessee shall restore the Leased Premises to the condition in which they existed prior to any changes or alterations made prior to such termination.

(B) Lessee accepts the Leased Premises in their "as is" condition, subject to all existing utilities and all easements of record, and further subject to the following:

(i) City shall remove steel beams on the Leased Premises within 60 days after the Commencement Date; and

(ii) following the Commencement Date, if Lessee desires the removal and disposal of any buildings, structures or improvements existing on the Leased Premises, Lessee shall give written notice to the City thirty days in advance of the proposed removal, and City shall have thirty (30) days from the date of such notice to object and request reconsideration. In the

event that the City does not object, Lessee may remove and dispose of the items at its sole cost and expense. If the City notes an objection, the parties shall negotiate a mutually acceptable resolution, consistent with the Master Plan and the Schematic Design Plan for McIntire Park East.

5. Term.

This Lease shall be effective for a term of forty (40) years, commencing on the date as of which this Lease has been executed by both the City Manager and a duly authorized agent of the Lessee (“Commencement Date”).

6. Rent.

Lessee shall pay to the City nominal rent at the rate of \$1.00 per year, the receipt of which is hereby acknowledged.

7. Use.

(A) Lessee shall and occupy the Leased Premises only for the purposes of constructing, operating and maintaining a botanical garden, including appurtenant buildings, structures, improvements, fixtures and personal property, in accordance with the Schematic Design Plan approved by City Council in 2015 for the area within the Leased Premises (hereinafter, collectively, the “Botanical Garden”). All references within this Lease to the “Leased Premises” shall mean and include all buildings, structures, fixtures, equipment and improvements which Lessee has brought, placed or constructed upon the Leased Premises.

(B) City reserves the right to install, operate, and maintain a public pedestrian trail, a stream restoration project, as well as water, sewer, gas, stormwater or other utilities (“Public Facilities”), within the area of the Leased Premises. Lessee shall be allowed to review near-final construction plans for the pedestrian trail before the plans are finalized, and the City shall incorporate Lessee’s reasonable comments and suggestions which are consistent with the Master Plan and Schematic Design Plan. City shall repair ground cover, but not pavement, that may be disturbed by the City’s installation, operation or maintenance of its Public Facilities. All utilities required specifically for or in connection with Botanical Garden shall be depicted on the final site plan approved for the Botanical Garden, and installation of the required utilities shall be performed by the Lessee prior to, or concurrently with, installation or construction of the Botanical Garden.

(C) The parties may, from time to time, establish or amend a written Use Agreement, setting forth matters relating to the operation of the Botanical Garden, the City’s shared or joint use of any facilities, or any financial contributions or obligations of the City relative to the Botanical Garden operation. No provisions in any such Use Agreement, as amended, shall be deemed or construed as an amendment of this Lease.

(D) The Leased Premises, including the Botanical Garden, shall be open to the general public during hours specified within Section 18-1 of the Charlottesville City Code for McIntire Park. During such hours, the Botanical Garden shall not exclude members of the public from the Leased Premises, except as follows:

(i) Notwithstanding the foregoing, Lessee may allow portions of the Botanical Garden to be used for weddings, meetings, or other private events, during which time the rest of the Botanical Garden will remain open to the general public. Additionally, Lessee is hereby granted the right and privilege to conduct up to 12 private events per calendar year which advance Lessee's mission, during which Lessee or others shall have the privilege of exclusive use of the entire Leased Premises; and

(ii) Lessee may restrict or prohibit public access to any portion of the Leased Premises that is a work zone for construction or land disturbing activities being conducted by Lessor or its contractors.

The City reserves the right to amend City Code §18-1, to establish hours specific to the Botanical Garden, once the Botanical Garden has been established and is in operation.

(E) Lessee shall obtain the City's approval of a written signage plan for all external signs within the Botanical Garden. No external signs shall be installed on the Leased Premises, other than those designated within the City-approved signage plan.

8. Construction of Botanical Garden.

(A) Lessee shall commence construction of the Botanical Garden within sixty (60) months of the Commencement Date specified in Section 5, above, and shall promptly give City written notice of the date on which construction commenced ("Commencement Notice"). If City does not receive the Commencement Notice within said 60-month period, this Lease shall automatically terminate, without notice from City. Notwithstanding the foregoing, City may grant an extension of the 60-month period, upon receipt of a written request from Lessee prior to the effective date of termination. If good cause is demonstrated within Lessee's written extension request, the City's agreement to the extension shall not unreasonably be withheld.

(B) Construction plans for construction of the Botanical Garden shall be in substantial conformity with:

(i) the Master Plan for McIntire Park East, approved by City Council in September 2012, and

(ii) the Final Conceptual Design Plan for McIntire Park East, approved by City Council in March 2015.

The City Manager, the Director of Parks and Recreation, and the City's Parks and Recreation Advisory Committee shall be allowed to review near-final construction plans before the plans are finalized, and Lessee shall incorporate their reasonable comments and suggestions which are consistent with the Master Plan and Schematic Design Plan.

Final construction plans shall include measures by which Lessee and its contractors shall minimize disruption to McIntire Park and the uses and activities occurring within the park outside of the Leased Premises. Measures may include, but shall not necessarily be limited to, restricted hours of construction or land-disturbing activity; alternative parking or traffic arrangements; sound dampening measures; or tree protection measures. Lessee's construction plans shall also provide reasonable parking and roadway improvements to accommodate the construction and operation of the Botanical Garden. The City's Director of Parks and Recreation, after consultation with the City Manager, may issue a written directive requiring unreasonably disruptive construction activities to immediately be stopped; thereafter, the period during which such disruptive land disturbing or construction activities are required to be stopped shall not be considered as good cause for any extension(s) of time requested in accordance with this Lease.

(C) Lessee shall not commence any land disturbing or construction activity, unless and until all required governmental permits and approvals for such activity(ies) have been obtained from the Commonwealth of Virginia, the City of Charlottesville, and Albemarle County, as may be required. Lessee shall be responsible for all costs and expenses associated with obtaining such approvals. Such permits and approvals include, but are not necessarily limited to, rezoning or special use permit, final site plans, erosion and sediment control plans, stormwater management plans, a state construction general permit, permits required by the Uniform Statewide Building Code or the Virginia State Fire Prevention Code, and any amendments or modifications of such permits and approvals. As evidenced by the signature of the City Manager to this Lease, the City Manager shall constitute the City's authorization for any required permit application(s) to be submitted to any governmental authority relative to any area(s) of land owned by the City.

(D) The Lessee may complete construction in phases, beginning with construction of the Core Components, which will consist of a parking area, a section of the Botanical Garden, and woodland trails. Construction of the Core Components shall be completed (i.e., open for public use) within ninety-six (96) months of the Commencement Date specified in Section 5, above, or within thirty-six (36) months of the date of the Commencement Notice referenced in Section 8(A), above, whichever first occurs, provided, however, that:

(i) upon written request given to City promptly following the occurrence of any event that will preclude Lessee from meeting this deadline, City may extend the time for completion. The City shall not unreasonably refuse to grant one or more requested extensions, but shall not be required to extend the completion period by more than twenty-four (24) months; and

(ii) if the Botanical Garden is not completed within the time required by this Section 8(D), including authorized extensions, this Lease shall terminate thirty (30) days after the date on which written notice is given by City to Lessee. Lessee shall promptly complete all land disturbing and construction activities underway at the time of any such termination notice and shall surrender the Leased Premises in accordance with Section 23, following below, at the end of the 30-day notice period.

9. Financial Assurances.

(A) Prior to the commencement of any land disturbing activity or construction in or upon the Leased Premises, Lessee shall have entered into a written contract with one or more licensed and bonded Class A contractor(s), and shall have secured performance and payment bonds for the entire amount of the contract(s). Lessee shall require said contractor(s) to have and maintain commercial general liability insurance throughout any period(s) in which work is being performed by said contractor(s).

(B) Additionally, prior to the commencement of any land disturbing activity or construction, Lessee shall provide to the City:

(i) a written financial plan demonstrating Lessee's ability to adequately finance the costs of construction of the Botanical Garden, and

(ii) a five-year capital and operational budget demonstrating Lessee's ability to complete the Botanical Garden and commence its operation in accordance with the requirements of this Lease.

10. Maintenance; operation; repair.

(A) Lessee shall, at its own cost and expense, keep the Leased Premises, and the interior and exterior of all buildings and structures therein, in a clean, attractive condition. Lessee shall not commit or allow any waste or damage to be committed in or to portion any of the Leased Premises. Lessee shall provide janitorial services, trash removal, and any other services necessary to satisfy the requirements of this paragraph.

(B) Lessee shall be responsible for all costs and expenses associated with ongoing maintenance, operation, and repair of buildings, structures and improvements within the Botanical Garden, including, but not limited to, building roof, doors, windows, mechanical, utility and electrical systems, and exterior landscaping and pavement.

(C) Lessee shall give written notice to the City's Director of Parks and Recreation in advance of using any pesticides, cleaners, fertilizers, or other similar products within the Leased Premises, and upon receipt of such notice the Director will promptly advise Lessee of City policies regarding the use of such products on or within City-owned buildings or property. Upon

being notified of City policies, Lessee shall comply with the requirements of the policies. Lessee shall be responsible for determining any federal or state laws or regulations that may apply to the use or application of such products, prior to using or applying them, and Lessee shall indemnify and hold the City harmless from any fines or penalties incurred by the City as a result of Lessee's failure to comply with federal or state laws or regulations.

(D) Lessee shall maintain and repair the Leased Premises in compliance with applicable governmental laws, regulations, and ordinances, regulating the use, occupancy, or maintenance of the Leased Premises and any buildings and structures located thereon, including, without limitation, Virginia Uniform Statewide Building Code and the Virginia Statewide Fire Prevention Code, and the Code of the City of Charlottesville (1990) as amended.

11. Utilities.

Lessee shall provide and pay for all lights, electricity, heat, water and sewer, and internet services for the Leased Premises and the Botanical Garden. All utility services shall be separately metered or billed solely in Lessee's name.

12. Taxes.

Local taxes shall be imposed on the leasehold interest of Lessee, if Lessee is not exempt from the payment of real estate taxes pursuant to Chapter 36 of Title 58.1 of the Code of Virginia (Virginia Code sections 58.1-3600 *et seq.*).

13. Title; liens.

(A) Upon the expiration or earlier termination of this Lease, and upon payment by the City to Lessee of the amount required under Section 22(A)(i), following below, title to the Leased Premises and all buildings, structures and improvements therein located, shall be and remain with the City. Lessee shall promptly and in good faith execute any written instruments or documents necessary to transfer its title or ownership interest(s) to City.

(B) Lessee shall not subject the City's interest in the Leased Premises to any mechanic's or materialman's liens, or other lien of any kind. Lessee shall not allow a lien or claim of any kind arising out of Lessee's actions, to be filed or claimed against City's interest in the Leased Premises. If any such lien or claim is filed or otherwise claimed, Lessee shall cause the Leased Premises to be released within 120 days later Lessee is given written notice from Lessor that a claim has been filed. Lessee will cause such release either by paying to the court the amount necessary to relieve and release the Leased Premises from the lien or claim, or in any manner which, as a matter of law, will result in releasing the Lessor and its title from the lien or claim within the 120-day period.

14. Damage; destruction.

(A) Lessee shall give City prompt written notice of any damage or destruction of the Leased Premises, or any portion thereof.

(B) In the event the Leased Premises or Botanical Gardens are damaged by fire or other casualty covered by Lessee's insurance, and such damage can be repaired within twelve (12) months, and provided that the occurrence of such casualty is not within the last five (5) years of the Term of this Lease, Lessee covenants and agrees to repair the damage, whereupon this Lease shall remain in full force and effect. If such casualty occurs within the last five (5) years of the Term of this Lease, or if the damage cannot be repaired within twelve (12) months, City shall have the right within sixty (60) days after such damage to terminate this Lease.

(C) City shall not be required to repair any injury or damage resulting from fire or other cause, or to make any repairs or replacements of Lessee's leasehold improvements, fixtures or personal property, except that caused by the negligence or willful misconduct of the City or its employees and agents, to the extent provided by law.

15. Indemnification.

Lessee shall indemnify and hold the City and officers, officials, and employees harmless from and against any and all liability, loss, claim, suit, damage, charge, or expense suffered, sustained, incurred or in any way to be subjected to, on account of death of or injury to any person and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken in the performance of the Lessee's obligations under this Lease, or which occurs as a consequence of any negligence or misconduct of the Lessee or any of its contractors, subcontractors, or employees in the exercise of Lessee's rights or privileges, or the performance of Lessee's obligations, under this Lease. The City, to the extent provided by law, shall be responsible for the negligent acts, omissions, or misconduct of its agent or employees.

16. Assignment.

Lessee shall have no right to assign or sublease, in any manner or fashion, any of its rights, privileges, or interest accruing to it under this Lease to any other individual or entity without the prior written consent of the City. The City's consent shall not unreasonably be withheld, in the event Lessee proposes an assignment to a successor charitable organization, if the assignee demonstrates to the City's satisfaction that it is in all respects capable of performing Lessee's obligations hereunder.

17. Nondiscrimination.

Lessee shall not discriminate against any person in its membership, programs, or employment relating to the use or operation of the Botanical Garden, on the grounds of race, religion, color, gender, sexual orientation, national origin, disability, financial circumstances, or any other basis prohibited by law.

18. Drug-Free Workplace.

In its use and operation of the Botanical Garden, Lessee shall provide a drug-free workplace for its Lessee's employees, and shall provide notification of this workplace policy to its employees and applicants for employment. For the purposes of this Paragraph, "drug-free workplace" means a workplace where employees are prohibited from engaging in the unlawful manufacture, sale, distribution dispensation, possession, or use of any controlled substance.

19. Insurance.

Prior to commencing any construction of the Botanical Garden, the Lessee, at its sole cost and expense, shall secure and maintain throughout the term of this Lease, the following types of insurance coverage:

(A) Workers' Compensation insurance, as may be required pursuant to the provisions of Chapter 8 (Section 65.2-800 *et seq.*) of Title 65.2 of the Code of Virginia, 1950, as amended;

(B) Commercial General Liability Insurance: \$1,000,000.00 general aggregate limit (other than products/completed operations); \$1,000,000.00 aggregate limit products/completed operations; \$1,000,000.00 personal injury and advertising injury limit liability; \$1,000,000.00 each occurrence limit; Builder's Risk Insurance: \$1,000,000.00; Automobile Liability, \$1,000,000.00; \$100,000.00 fire damage limit (any one fire); and \$10,000.00 medical expenses limit (any one person);

(C) Fire and Extended Coverages, providing coverage against loss, damage, or destruction by fire and such other hazards, under policies of insurance commonly referred to and known as "extended coverage";

(D) Each insurance policy required by this paragraph shall be written or endorsed so as to preclude the exercise of the right of subrogation against the City and, with the exception of Workers' Compensation Insurance, shall name the City as an additional insured. Each insurance policy required by this paragraph also shall be endorsed to include the following clause: Should any of the insurance policies be canceled before the expiration date thereof, the issuing insurance company will endeavor to mail written notice of such cancellation to the City at least 10 days in advance. Upon receipt of any notice, verbal or written, that the said insurance is subject to cancellation, the Lessee shall immediately (within five business days) notify the City. In the event Lessee fails to comply with the requirements of this section, the City shall have the right to

require the Lessee to suspend use of the Botanical Garden until such time as the requirements of this paragraph are met.

(E) The Lessee shall provide the City with one or more certificate(s) of insurance confirming the insurance required by this Lease. The Workers' Compensation Insurance and Commercial General Liability Insurance certification shall be provided to the City by the Lessee upon the Commencement Date of this Lease, then again (without demand) on or before the expiration date of any policy and upon request by the City, on each anniversary of the Commencement Date of this Lease. The Fire and Extended Coverages certificate shall be provided to the City by the Lessee prior to the commencement of construction of the Botanical Garden, then again (without demand) on or before the expiration date of any policy and, upon request by the City, on each subsequent anniversary of the Commencement Date of this Lease. Upon demand by the City, Lessee shall furnish copies of the Lessee's insurance policies, together with the required endorsements as provided herein.

(F) The required insurance coverages, and the required limits of the insurance may be reviewed by the parties and amended from time to time by mutual agreement.

20. Annual Report; Financial Records.

(A) Lessee shall submit an annual written report to the Charlottesville City Council and the Charlottesville City Manager, by December 15 of each year that includes:

- (i) income and expense report for the preceding year,
- (ii) progress report for construction/ improvements within the Leased Premises,
- (iii) available information regarding number of visitors, and other information related to utilization of the Botanical Garden, as may be deemed by the parties to be useful or informative.

(B) Lessee shall keep and maintain books and records pertaining to the Leased Premises and Botanical Garden and amounts expended by it in connection with this Lease, in accordance with generally accepted accounting practices. Upon request, the City shall be entitled, at its own expense, to obtain an audit of such books and records. Upon receipt of notice that the City desires an audit, the Lessee shall make its books and records available to the City and its auditor(s), and the Lessee shall cooperate with the audit.

21. Default.

(A) If at any time Lessee fails to perform any covenant under this Lease, City may declare the Lease terminated, as provided in Section 22, by giving thirty (30) days' advance written notice of termination to Lessee, and shall have all other remedies provided by law and

this instrument, including, without limitation, a right of specific performance and the right, at City's option, to re-let the Leased Premises, in whole or in part, to others. At the end of the 30-day period, City may reenter upon the Leased Premises.

(B) Lessee will be liable to City for all court costs and reasonable attorney's fees, in the event City incurs such costs and fees in order to obtain possession of the Leased Premises, or in the enforcement of any covenant, condition or agreement herein contained, whether through an action initiated in a court of law or otherwise.

22. Expiration or Termination of Lease.

(A) Upon the expiration or earlier termination of the Lease, and upon payment by the City to Lessee of the amount required in paragraph (i), below, the Lessee shall surrender the Leased Premises to the City, as provided in Section 23 of this Lease.

(i) The City shall compensate the Lessee in the amount of ninety percent (90%) of fair market value of the Botanical Garden, including appurtenant buildings, structures, improvements, and fixtures (without adjustment for the status of the underlying real estate), at the time of Lease termination. The parties shall mutually determine such fair market value. If for any reason the parties are unable to agree upon a price, the following procedure shall apply: The City and the Lessee shall each select one qualified individual as an appraiser at each party's own expense. Said two appraisers shall determine the fair market value of the Botanical Garden, including appurtenant buildings, structures, improvements, and fixtures (without adjustment for the status of the underlying real estate), taking into consideration such factors as are generally considered in valuing similar facilities. If said appraisers are unable to mutually agree upon a fair market value within thirty (30) days after their appointment, they shall select a third qualified appraiser and the two of the three appraisals closest in value shall be averaged, and that average shall be binding on the parties.

(B) If this Lease has not been earlier terminated, Lessee and City shall confer in Year 38 of the term of this Lease, and shall determine whether there is mutual agreement for a new lease; if so, the parties shall negotiate in good faith the terms for a new Lease so that the new lease may be advertised in accordance with Va. Code 15.2-2100 and, if approved, so that the new lease may take effect without interruption in Lessee's possession.

23. Surrender.

(A) Upon the expiration or earlier termination of the Lease, and upon payment by the City to Lessee of the amount required under Section 22(A)(i), the Lessee shall quit and peaceably surrender to City possession of the Leased Premises in good order and condition, except for ordinary wear and tear, free and clear of any liens or encumbrances. The surrender of this Lease shall not work a merger and shall, at the option of the City, terminate all or any

existing subleases or may, at the option of the City, operate as an assignment to it of any or all such subleases.

(B) Upon the expiration or earlier termination of this Lease, Lessee shall remove all of its personal property from within the Leased Premises, and shall, at its sole cost and expense, repair any damage caused by such removal. Personal property which has not been removed prior to the date of termination shall become the property of the City, and the City shall have the right to dispose of such property in its sole discretion.

24. Abandonment.

If the Lessee abandons or discontinues its use or occupancy of the Leased Premises for a period of six (6) months, City may declare the Lease terminated, as provided in Section 22. Upon payment by the City to Lessee of the amount required under Section 22(A)(i), Lessee shall surrender the Botanical Garden as provided in Section 23. Any period of time in which use of the Botanical Garden is temporarily discontinued, for the sole purpose of maintenance or casualty repairs shall not be included in the 6-month period.

25. Eminent Domain.

In the event of any taking by eminent domain, partial or total, the City shall be entitled to receive that part of the total condemnation award or compensation for the taking which is equal or attributable to the value of the unimproved land taken, and the Lessee shall be entitled to receive the part of the award or compensation which is equal or attributable to the value of the Botanical Garden. If the taking is such that sufficient area remains for the Lessee to continue its normal operations, then the Lease shall terminate only as to the part of the premises and Botanical Garden so taken, but shall remain in effect with respect to the part of the premises not taken.

26. Right of Entry.

City or its agents may enter upon the Leased Premises at all reasonable times to examine their condition and use, so long as that right is exercised during regular business hours in a manner that does not interfere with the Lessee in the conduct of its business within the Leased Premises.

27. Non-waiver.

No failure on the part of the City to enforce any of the terms or conditions set forth in this Lease shall be construed as or deemed to be a waiver of the right to enforce such terms or conditions. No waiver of a breach of any covenant in this Lease shall be construed as a waiver of any succeeding breach of the same covenant. No delay or failure by either party to exercise any

right under this Lease, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

28. Landlord and tenant relationship.

The relationship between the parties to this Lease is that of landlord and tenant only.

29. Notices.

(A) All notices given in connection with this Lease shall be in accordance with its terms. Notice shall be given by first class mail, postage prepaid, deposited in the United States Postal Service, or by prepaid overnight delivery service requiring acknowledgement of receipt. In addition to said delivery method(s), any written notices required or permitted by this Lease may also be sent by electronic mail (email); if email is used, the sender shall retain sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming electronic delivery.

(B) All notices given under this Lease shall be addressed as follows:

(i) City's designated representative to receive all notices and correspondence regarding this Lease is the City Manager, said notices and correspondence to be given to the following address: P.O. Box 911, Charlottesville, Virginia 22902 (mail), or City Hall, 605 East Main Street, Second Floor, Charlottesville, Virginia, 22902 (delivery); and

(ii) Lessee's designated representative to receive all notices and correspondence regarding this Lease is its Executive Director, said notices and correspondence to be given to the following address: P.O. Box 6224, Charlottesville, Virginia 22906.

(iii) Either party may change its designated representative or address(es) by giving written notice to the other party as provided in this paragraph.

30. Modification.

(A) No modification, release, discharge or waiver of any provision of this Lease shall be of any force, effect or value unless set forth in writing and approved by the parties hereto in the same manner as this Lease. Notwithstanding the foregoing provisions of this paragraph, the City Manager is hereby authorized to act as City Council's agent for purposes of approving modifications of the provisions of Section 19.

(B) The Term of this Lease may not be extended. This provision shall not preclude the parties from entering into a new lease, the term of which may commence following the

expiration or earlier termination of this Lease, subject to the requirements of Virginia Code §15.2-2100.

31. Time of Essence.

In all instances in which a party is required by this Lease to pay any sum or do any act on or within a specific time period, the parties expressly declare that time is the essence as to the such payment or action.

32. Persons Bound.

The covenants, agreements, terms, provisions, and conditions of this Lease shall bind and inure to the benefit the respective parties hereto and to their respective representatives, successors, and, where permitted by this Lease, their assigns.

33. Entire Agreement.

This Lease contains the entire agreement between the parties as of this date, and it supersedes all prior agreements and understandings of the parties, whether verbal or written, as to matters that are set forth within this Agreement. There are no collateral agreements, stipulations, promises or undertakings whatsoever upon the respective parties, in any way touching the subject matter of this instrument, which are not expressly contained herein. The execution hereof has not been induced by either party by representations, promises or understandings other than those expressly set forth herein.

34. Recordation of lease instrument.

The terms and conditions set forth within this Ordinance shall be set forth within a written instrument signed by the parties' duly authorized agents and suitable for recordation among the land records of the Charlottesville Circuit Court, in accordance with Virginia Code §17.1-227. Alternatively, in lieu of recordation of said written instrument, a memorandum of lease may be recorded, as provided in Virginia Code §55.1-1601.

35. Headings.

Headings in this Lease are for convenience only and shall not be used in the interpretation or construction of its provisions.

36. Interpretation.

In the event of any conflict, discrepancy, or inconsistency between this instrument and any other documents which have been incorporated into this document by reference or made exhibits or attachments hereto, then the provisions set forth within the body of this document shall govern the parties' intent.

37. Severability.

In the event that any term, provision, or condition of this Lease, or the application thereof to any person or circumstances, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, and the application of any term, provision, or condition contained herein to any person or circumstances other than those to which it has been held invalid or unenforceable, shall not be affected thereby.

38. Governing law.

This Lease shall be governed, construed, and enforced by and in accordance with the laws of the Commonwealth of Virginia. Any suit or controversy arising under this Lease shall be brought within the General District or Circuit Court for the City of Charlottesville, Virginia.

39. Authorized signatures.

(A) The Charlottesville City Council authorizes the Charlottesville City Manager as its agent to execute the Lease on behalf of the City of Charlottesville and to bind the City hereto.

(B) The authority of the individual who executes this Lease as the agent of the Lessee, to bind the Lessee to the covenants and agreements herein stated, is set forth within a duly adopted resolution of the Lessee, a copy of which shall be provided to the City before the Lease is signed by the City's agent.

Approved by Council
October 4, 2021



Kyna Thomas, MMC
Clerk of Council

ORDINANCE
TO ENACT TEMPORARY CHANGES IN CERTAIN DEADLINES, AND TO MODIFY
PUBLIC MEETING AND PUBLIC HEARING PRACTICES AND PROCEDURES, AND
TO ADDRESS CONTINUITY OF CITY GOVERNMENT OPERATIONS ASSOCIATED
WITH THE COVID-19 PANDEMIC DISASTER, FOR A SIX-MONTH PERIOD
EXTENDING THROUGH MARCH 18, 2022

WHEREAS, on March 12, 2020, Governor Ralph S. Northam issued Executive Order Fifty-One declaring a state of emergency for the Commonwealth of Virginia arising from the novel Coronavirus (COVID-19) pandemic; and

WHEREAS, the Governor’s Executive Order Fifty-One acknowledged the existence of a public health emergency which constitutes a disaster, as defined by Virginia Code § 44-146.16, arising from the public health threat presented by a communicable disease anticipated to spread, and this public health emergency continues to be recognized as an emergency and a disaster through the Governor’s Fourth Amended Executive Order Seventy Two and Order of Public Health Emergency Nine (March 23, 2021, made effective April 1, 2021); and

WHEREAS, the Governor’s Executive Orders order implementation of the Commonwealth of Virginia Emergency Operations Plan, activation of the Virginia Emergency Operations Center to provide assistance to local governments, and authorization for executive branch agencies to waive “any state requirement or regulation” as appropriate; and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency, beginning March 1, 2020, in response to the spread of COVID-19; and

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak a pandemic; and

WHEREAS, by Public Safety Order dated March 12, 2020, the City Manager/ Director of Emergency Management declared a state of local emergency based a threat to the public health and safety of the residents of Charlottesville resulting from the communicable and infectious COVID-19 virus, which threat was and continues to be an emergency as defined in Virginia Code § 44-146.16; and

WHEREAS, this Council finds that the COVID-19 virus constitutes a real, substantial and continuing threat to public health and safety and constitutes a “disaster” as defined by Virginia Code §44-146.16, said virus being a “communicable disease of public health threat”; this finding is evidenced by statistics which show that on January 18, 2021 the City’s “new

cases” numbered 7,245 and 7-day average was 6,166; that on September 6, 2021, the City’s “new cases” numbered 8,743 and 7-day average was 3,423; and that on September 27, 2021, the City’s “new cases” numbered 7,987 and 7-day average was 3,102 and

WHEREAS, by Ordinance # O-20-135 City Council amended and extended its continuity of government ordinance previously enacted by Council on March 25, 2020, as amended and re-enacted on September 8, 2020, October 19, 2020, and April 19, 2021, and City Council now desires to amend and re-enact its continuity of government ordinance to address the needs of City government operations as anticipated during the next six months during the ongoing public health disaster relating to COVID-19 and its variant(s);

WHEREAS, Virginia Code § 15.2-1413 provides that, notwithstanding any contrary provision of law, a locality may, by ordinance, provide a method to assure continuity of government in the event of a disaster for a period not to exceed six months; and

WHEREAS, Virginia Code § 2.2-3708.2(A)(3) allows, under certain procedural requirements including public notice and access, that members of City Council may convene solely by electronic means to address the emergency; and

WHEREAS, the open public meeting requirements of the Virginia Freedom of Information Act (“FOIA”) allow properly claimed exemptions provided under either under that Act or any other statute; and

WHEREAS, The Attorney General of Virginia issued an opinion dated March 20, 2020 stating that localities have the authority during disasters to adopt ordinances to ensure the continuity of government; and

WHEREAS, this Ordinance is enacted in response to the disaster caused by the COVID-19 pandemic and the continuing catastrophic nature of the COVID-19 virus and its current variants; further, this ordinance promotes public health, safety and welfare and is consistent with the laws of the Commonwealth of Virginia, the Charter of the City of Charlottesville, the Constitution of Virginia and the Constitution of the United States of America.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Charlottesville, Virginia:

1. **THAT** the catastrophic nature of the continuing COVID-19 pandemic makes it unsafe for the City’s public bodies to conduct their meetings in accordance with normal practices and procedures, because such practices and procedures require the physical presence of members

of a public body and members of the public within the same room and the City's meeting facilities may not allow adequate measures to be taken in accordance with recommended public health requirements and guidelines. For the purposes of this Ordinance the term "public body" means the City Council, and every board, commission, or agency of the City of Charlottesville, including any committee, subcommittee, or other entity, however designated, created by City Council to perform delegated functions of City Council or to advise the City Council (each, individually, a "Public Body"); and

2. **THAT** in accordance with Virginia Code § 15.2-1413, and notwithstanding any contrary provision of law, general or special, the following emergency procedures are adopted to ensure the continuity of the City government during the continuing COVID-19 emergency and disaster:

- a. Any meeting or activities which normally would require the physical presence of a quorum of members of a Public Body may be held only through real time electronic means (including audio, telephonic, video or other practical electronic medium) without a quorum physically present in one location, and
- b. The City Manager is hereby authorized to restrict the number of electronic meetings each Public Body may conduct each calendar month, based on the capacity and availability of the City staff who are capable and qualified to support the meeting to ensure compliance with this Ordinance, and
- c. Prior to holding any such electronic meeting, the Public Body shall provide public notice of at least 3 days in advance of the electronic meeting identifying how the public may participate or otherwise offer comment, and
- d. Any such electronic meeting of a Public Body shall state on its agenda the location at which members of the public can obtain information as to the means by which the public may access and participate in such electronic meeting, and
- e. Any such electronic meeting of a Public Body shall be open to electronic participation by the public and closed to in-person participation by the public, and each electronic meeting shall be conducted in a manner designed to maximize public participation, and
- f. A video recording of all electronic meetings shall be made available on the City's website within 3 business days following each electronic meeting, and

- g. With respect to any matter which requires a public hearing, the public hearing may be conducted by an open public comment period called for during an electronic meeting, as well as by submission of written comments to the Clerk of City Council prior to, during and for five (5) business days after the electronic meeting. Notice of the public hearing shall be posted on the City's website at least 5 business days prior to the date of the public hearing.
- h. The minutes of all electronic meetings shall conform to the requirements of law, shall identify how the meeting was conducted, the identity of the members participating, and shall specify what actions were taken at the meeting. A Public Body may approve minutes of an electronic meeting at a subsequent electronic meeting; and
- i. Any provision of Va. Code §2.2-3708.2 requiring the Public Body's approval of electronic participation due to a member's personal matter or medical condition shall not apply for the duration of the local emergency declaration.

And,

3. **THAT** the following fees relating to use of City property are adjusted:

- a. The café permit fee assessed pursuant to Charlottesville City Code Sec. 28-214(c) be and hereby is waived for the months of March and April 2020, and
- b. The café permit fee assessed pursuant to Charlottesville City Code Sec. 28-214(c) be and hereby is reduced by fifty percent (50%) for the months of May through December 2020 and the months of January through October 2021, and
- c. The City Manager may grant a credit to any café permit holder who paid the full amount of its café permit fees during any of the months referenced in 3.a or 3.b, above, said credit to be calculated in accordance with 3.a and 3.b, above and applied within a permit year designated by the City Manager, and
- d. The rental fee assessed pursuant to Charlottesville City Code Sec. 28-5 and City Council's approved fee schedule (fees for City parking spaces used for outdoor dining) shall be reduced by fifty percent (50%) for the months of May through December of 2020 and January through October of 2021.

IT IS FURTHER ORDAINED THAT, notwithstanding any provision of law, regulation or policy to the contrary, any deadlines requiring action by a Public Body or any City officers (including Constitutional Officers) or City employees, within a period of 60 or fewer

days, shall be suspended during this emergency and disaster. The Public Bodies, and the City's officers and employees, are encouraged to take all such action as is practical and appropriate to meet those deadlines; however, failure to meet any such deadlines shall not constitute or be deemed to be a default, violation, approval, official recommendation or other action.

IT IS FURTHER ORDAINED THAT any scheduled non-emergency public hearings and action items of a Public Body may be postponed to a date certain if, in the judgment of the Public Body, it would be in the best interests of the public to do so, provided that public notice is given so that the public are aware of how and when to present their views.

IT IS FURTHER ORDAINED THAT this Ordinance shall not operate to preclude any authority whose governing board is appointed by this City Council from making its own decisions and rules regarding the conduct of its meetings either electronically or by means of having a quorum physically assembled, so long as those meetings are in compliance with applicable Executive Orders of the Governor of Virginia and any local ordinance which may be enacted by this Council to impose restrictions necessary to prevent the spreading of the COVID-19 virus within the City of Charlottesville; however, any such authority may also elect to conduct its meetings electronically as a Public Body within the purview of this Ordinance.

IT IS FURTHER ORDAINED THAT actions authorized by this Council within Resolution # R-20-045 (special zoning accommodations for The Haven), or within any ordinance(s) provided to facilitate the safe conduct of elections within the City of Charlottesville, are hereby ratified and continued, in accordance with the terms set forth in said Resolution or ordinances.

IT IS FURTHER ORDAINED THAT the continuity of government ordinance adopted on March 25, 2020, as amended and re-enacted on September 8, 2020, October 19, 2020, and April 19, 2021 is hereby repealed.

IT IS FURTHER ORDAINED THAT a continuing emergency exists, and the City Manager's Declaration of a local emergency, authorized by resolution of this City Council on March 12, 2020 (#R-20-035) remains in effect; the various actions referred to within this Ordinance are necessary to be taken to address the continuing emergency, and this Ordinance shall be effective immediately upon its adoption.

IT IS FURTHER ORDAINED THAT pursuant to Charlottesville City Code §2-96, by a four-fifths vote of City Council, this Ordinance is enacted on the date of its introduction, and

this Ordinance shall remain in full force and effect through March 18, 2022, unless City Council sooner: (i) adopts an ordinance to repeal this Ordinance and to end the locally-declared emergency, or (ii) adopts an ordinance to amend and re-enact this Ordinance, as may be necessary to authorize actions necessary to address the state of emergency continuing beyond March 18, 2022.

Approved by Council
October 4, 2021



Kyna Thomas, MMC
Clerk of Council

RESOLUTION
TO EXPRESS APPROVAL FOR THE CHARLOTTESVILLE CITY SCHOOL
BOARD TO PROCEED WITH A DESIGN CONCEPT PROCESS FOR A
SCHOOL RECONFIGURATION PROJECT
(Projected Cost: \$75,000,000)

BE IT RESOLVED, that the City of Charlottesville’s Five-Year Capital Improvement Plan (CIP) currently includes a funding placeholder in FY 2025 in the amount of only \$50 million for a School Reconfiguration project, to include the following schools: Walker Upper Elementary and Buford Middle School;

BE IT FURTHER RESOLVED, that through a public engagement and evaluation of several design options, design option 3.1 has been selected as the option that best meets the objectives of the project and is estimated to cost \$75 million dollars;

NOW, THEREFORE, BE IT RESOLVED, the Charlottesville City School Board is hereby authorized to proceed with obtaining conceptual design plans for a school configuration project, with the design to contemplate a projected cost of not more than \$75 million (inclusive of design, engineering, and construction costs, and standard contingencies). While the City awaits the results of the conceptual design process, the City’s CIP shall be updated for FY 2023 to reflect the \$75 million projected cost.

Approved by Council
October 4, 2021



Kyna Thomas, MMC
Clerk of Council