



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

5:30 p.m.

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

6:30 p.m.

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

**PLEDGE OF ALLEGIANCE  
ROLL CALL  
ANNOUNCEMENTS  
PROCLAMATIONS**

Signer not present

May Belle Kenney (Oldest Westhaven Resident)

**1. CONSENT AGENDA\*** (Items removed from consent agenda will be considered at the end of the regular agenda)  
**Bellamy/Galvin, 4-0**

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

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

**COMMUNITY MATTERS**

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

**2. PUBLIC HEARING / ORDINANCE\*:** Acceptance of Bids for License Agreement (40 years) for Small Cell Wireless Facilities (1<sup>st</sup> of 2 readings) **2<sup>nd</sup> reading waived; Galvin/Hill, 4-0**

**3. RESOLUTION\*:** Approval of Updated Standards of Design Manual (1<sup>st</sup> of 1 reading) **Deferred**

**4. APPROPRIATION\*:** Funding for Westhaven Clinic Coordinator Position - \$85,000 (1st of 2 readings)

**5. RESOLUTION\*:** Piedmont Housing Alliance Community Wealth-Building Program - \$75,000 (1<sup>st</sup> of 1 reading) **Galvin/Hill, 4-0**

**6. RESOLUTION\*:** Food Equity Initiative Transfer of Funds - \$65,000 (1<sup>st</sup> of 1 reading) **Galvin/ Hill, 3-1 (Walker no)**

**7. ORDINANCE\*:** Rezone 1206 Carlton Ave from R-2 Two-family Residential to R-3 Multi-family Residential (2<sup>nd</sup> of 2 readings) **Denied 4-0**

**8. REPORT:** Participatory Budgeting

**9. REPORT:** Social Services Advisory Board Annual Update

**OTHER BUSINESS  
MATTERS BY THE PUBLIC**

\*ACTION NEEDED

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

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

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

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

**Revenue - \$20,388**

Fund: 426	WBS: P-00689-19-01 (SS-009)	G/L Account: 430120
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**Expenditures - \$20,388**

Fund: 426	WBS: P-00689-19-01 (SS-009)	G/L Account: 599999
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**Transfer from: \$11,053**

Fund: 426	WBS: SS-009	G/L Account: 599999
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**Transfer To: \$11,053**

Fund: 426	WBS: P-00689-19-01 (SS-009)	G/L Account: 599999
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**BE IT FURTHER RESOLVED**, that this appropriation is conditioned upon the receipt of \$20,388 from the Virginia Department of Transportation.

**APPROPRIATION**

**Fire Truck Insurance Reimbursement**

**\$89,369.91**

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

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

**Revenues - \$89,369.91**

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

**Expenditures - \$89,369.91**

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

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

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

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

## AGREEMENT

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

### Recitals

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

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

The parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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



obligation on the City to contribute the funds.

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

WITNESS the following authorized signatures:

**SENIOR CENTER, INCORPORATED**

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

**CITY OF CHARLOTTESVILLE, VIRGINIA**

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

Approved as to form:

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

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

## DEED OF TRUST

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

### RECITALS

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

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

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

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

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

### **SECURED INDEBTEDNESS**

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

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

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

and the Noteholder or by law.

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

### **ADDITIONAL SECURITY**

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

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

### **SECURED COVENANTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Exemptions waived.**

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

**Any Trustee may act.**

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

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

**(16) Remedies on Default.**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

*[This space intentionally left blank]*

**Witness** the following signature and seal.

**SENIOR CENTER, INCORPORATED**

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

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

Hiram J. Ewald, President

COMMONWEALTH OF VIRGINIA

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

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

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

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

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

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

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

## **PROMISSORY NOTE**

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

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

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

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

**3.** In the event:

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

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

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

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

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

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

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

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

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

**Witness** the following signatures.

**[Signature Page To Follow]**

**SENIOR CENTER, INCORPORATED**

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, Council has considered:

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Site requirements.

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

(d) Maintenance requirement.

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

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

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

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

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

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

(c) Site requirements.

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

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

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

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

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

(f) *Maintenance requirement.*

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

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



**ORDINANCE**

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

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

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

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

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

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

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

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

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

### **SECTION 1 - Definitions**

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

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

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

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

**2.1. Grant of Franchise.**

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

**2.2. Term of Franchise.**

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

**2.3. Reservation of Authority.**

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

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

**2.4. License Not Exclusive.**

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

**2.5. Additional Franchises.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 4 – TAXES AND FEES**

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

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

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

## **SECTION 5 - Maps**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**8.3. Public Hearing.**

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

**8.4. Enforcement.**

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

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

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

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

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

**8.4.3. Revocation Procedures.**

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



**8.5. Technical Violation.**

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

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

**8.6. Penalties.**

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

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

**7.7. Rights Cumulative.**

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

construed to excuse the faithful performance by the Permittee or limit the liability of the Permittee under the terms of its License for damages.

**8.8. Foreclosure.**

Upon the foreclosure or other judicial sale of the Wireless Facilities, Permittee shall notify the City of such fact and such notification shall be treated as a notification that a change in control of Permittee has taken place, and the provisions of this License governing the consent to transfer or change in ownership shall apply without regard to how such transfer or change in ownership occurred.

**8.9. Receivership.**

The City shall have the right to cancel this License subject to any applicable provisions of state or federal law. The City may cancel this License within one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Permittee, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

- A. Within one hundred twenty (120) days after his election or appointment, such receiver or trustee shall have fully complied with all the provisions of this License and remedied all defaults thereunder; and
- B. Such receiver or trustee, within said one hundred twenty (120) days, shall have executed an agreement, duly approved by the Court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise.

**8.10. Abandonment.**

The Wireless Facilities shall be removed by the Permittee within thirty (30) days after any decision to abandon or otherwise cease their use or operation.

## **SECTION 9 - Miscellaneous Provisions**

**9.1. Compliance with Applicable Laws.**

Grantee and the City shall conform to all Applicable Laws, regulations, rules and governmental requirements regarding the Wireless Facilities. Permittee shall also conform with all the generally applicable City ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the License. Any such City Ordinances, resolutions, rules or regulations that are in conflict with or otherwise impose obligations different from the provisions of this License are superseded by the provisions of this License Agreement. This License Agreement reflects the entire set of regulations as to the subject of this License Agreement and any subsequently adopted City ordinances, rules or regulations that are in conflict with this License Agreement shall not be deemed to amend or change the obligations of Permittee herein.

**9.2. Compliance with Federal State and Local Laws.**

9.2.1 If any federal or state law or regulation requires or authorizes Permittee to perform any Service or act, or prohibits Permittee from performing any Service or act, which may be in conflict with the terms of this License, then as soon as possible following knowledge thereof, Permittee will use its best efforts where appropriate to notify the City of the point of conflict believed to exist between such law or regulation.

9.2.2 If any term, condition or provision of this License or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this License and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and to be complied with.

In the event that such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Permittee and the City.

9.2.3 Notwithstanding anything to the contrary, in the event that any court, agency, commission, legislative body or other authority of competent jurisdiction (i) declares any portion of this License invalid, in whole or in part, or (ii) requires Permittee either to (a) perform any act which is inconsistent with any portion of this License or (b) cease performing any act required by this License, Permittee shall immediately notify the City. Such notice shall state whether Permittee intends to exercise its rights pursuant to such declaration or requirement.

**9.4. Work Performed by Other for Grantee.**

**9.4.1** All provisions of this License shall remain the responsibility of Grantee, and Permittee shall be responsible for and hold the City harmless for any claims or liability arising out of work performed by contractors or assignees of the Permittee.

**9.4.2** All provisions of this License shall apply to any contractor or others performing any work or Services pursuant to the provisions of this License.

**9.5. Non-enforcement by City.**

Permittee shall not be relieved of its obligation to comply with any of the provisions of this License by reason of any failure of the City to enforce prompt compliance within a reasonable period of time.

**9.6. No Evasion and Time of Essence.** Unless specifically referenced herein, in determining whether Permittee has substantially complied with this License, the parties agree that time is of the essence. Permittee's failure to meet the obligations herein, including providing information requested by Grantor in a timely manner, shall constitute a material breach.

**9.7. Force Majeure.**

The Permittee shall not be held in default under, or in noncompliance with, the provisions of the License, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation, or revocation of the License), provided that the Permittee takes immediate and diligent steps to bring itself back into compliance and to comply as soon as possible under the circumstances with the Agreement without unduly endangering the health, safety, and integrity of the Permittee's employees or property, or the health and integrity of the City's Rights of Way, or any private property, where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Wireless Facilities, governmental, administrative, or judicial order or regulation or other event that is reasonably beyond the Permittee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Permittee's Wireless Facilities are attached, as well as unavailability of materials or qualified labor to perform the work necessary where such unavailability is reasonably beyond the Franchisee's ability to anticipate or control.

**9.8. Each Party Bears Its Own Cost.**

Unless otherwise expressly provided in this License Agreement, all acts that the Permittee is required to perform must be performed at Permittee's own expense. In the event of litigation between the parties, each party shall be responsible for its own litigation costs and expenses, including, without limitation, its own attorneys fees.

**9.9. Governing Law.**

This License Agreement shall be deemed to be executed in the Commonwealth of Virginia, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the Commonwealth of Virginia, as applicable to contracts entered into and performed entirely within the Commonwealth and the venue for any litigation with respect thereto shall be in the Circuit Court for the City of Charlottesville, Virginia.

**9.10. No Third-Party Beneficiaries.**

Nothing in this License Agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this License Agreement.

**9.11. No Waiver of Rights.**

Nothing in this License Agreement shall be construed as a waiver of any rights, substantive or procedural, either party may have under federal or state law unless such waiver is expressly stated herein.

**9.12. Captions and References.**

The captions and headings of Sections throughout this Agreement are intended solely to facilitate reading and reference to the Sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

**9.13. Calculation of Time.**

Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.

**9.14. Entire Agreement.**

This License Agreement, including any Exhibits, embodies the entire understanding and agreement of the City and the Permittee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral.

**9.15. Severability.**

If any section, subsection, sentence, clause, phrase, or other portion of this License Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If the Permittee believes that the terms of the License Agreement or any City law or regulation conflict with any state or federal law or regulation, the Permittee shall notify the License Authority immediately upon learning of the conflict.

**9.16. Modification.**

No provision of this License Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City Council's authorized representative and the Permittee, which amendment shall be authorized on behalf of the City through the adoption of an ordinance.

**9.17. Binding Acceptance.**

This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, and the promises and obligations herein shall survive the expiration date hereof.

**9.18. Effective Date.** This Ordinance shall be in force upon adoption and shall become effective only when, within 12 months of the date of adoption, the Permittee furnishes (i) evidence of all required insurance (ii) a written statement in a form satisfactory to the City Attorney to the effect that the Permittee agrees to be bound by and to comply with the terms and conditions upon which this License is granted, and (iii) a written verification signed by the heads of the City's Departments of Utilities, NDS, and City Attorney, stating that, based on information provided by the Permittee all conditions of this Ordinance have been satisfied. The Permittee shall be responsible for providing the City and its various departments with written evidence that all conditions of this Ordinance has been satisfied within the time period established by this paragraph.

**9.19. Notice.** Either party may change the named representatives and /or addresses set forth below, upon three (3) days' advance written notice to the other party. The Permittee shall at all times keep the City advised as to which individual(s) are authorized to act on behalf of the Permittee, and whose acts will be considered to bind the Permittee. All notices, reports or demands required to be given in writing under this License shall be deemed to be given when delivered to the Person(s) designated below, or when five (5) days have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, or on the next business day if sent by express mail or overnight air courier or other commercial courier, and addressed to the party to which notice is being given, as follows:

**To the City :**

City Manager  
City of Charlottesville  
Room 214, City Hall  
605 E. Main St.  
Charlottesville, VA 22902

**To the Permittee:**

Cellco Partnership  
d/b/a VerizonWireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921

Attn: Network Real Estate

**AND BE IT FURTHER ORDAINED THAT,** pursuant to City Code Sec. 2-97, Council hereby waives the requirement for a second reading of this ordinance.

FIRST READING:                      October 15, 2018

## **RESOLUTION**

### **Piedmont Housing Alliance – Community Wealth Building Program - \$75,000**

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that previously appropriated SIA Implementation funding of up to \$75,000 is authorized to be allocated to be used to assist to fund an Economic Opportunity Coordinator position. These funds will be distributed over a two-year period for Piedmont Housing Alliance’s Community Wealth Building Program.

**RESOLUTION**

**Food Equity Initiative Funding Support  
\$65,000**

**WHEREAS**, the City of Charlottesville desires to support the coordination of a Food Equity Initiative for the City of Charlottesville in the amount of \$65,000; and

**WHEREAS**, the Thomas Jefferson Health District returned \$49,784 in end of year FY2017 funds to the City of Charlottesville Citywide Reserve,

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that the funding support for the Food Equity Initiative is hereby transferred in the following manner:

**Transfer From:**

\$50,000      *Fund: 105*                      *Cost Center: 1631001000*                      *G/L Account: 599999*

\$15,000      *Fund: 105*                      *Cost Center: 1011001000*                      *G/L Account: 599999*

**Transfer To:**

\$65,000      *Fund: 105*                      *Cost Center: 9733001000*                      *G/L Account: 599999*