



CITY COUNCIL AGENDA
June 6, 2022
CERTIFICATIONS

J. Lloyd Snook, III, Mayor
Juandiego Wade, Vice Mayor
Sena Magill, Councilor
Michael K. Payne, Councilor
Brian R. Pinkston, Councilor
Kyna Thomas, Clerk

4:00 PM OPENING SESSION

Register at www.charlottesville.gov/zoom. This portion of the meeting is held electronically in accordance with a local ordinance amended and re-enacted March 7, 2022, to ensure continuity of government and prevent the spread of disease during a declared State of Emergency. Individuals with disabilities who require assistance or special arrangements to participate in the public meeting may call (434) 970-3182 or submit a request via email to ada@charlottesville.gov. The City of Charlottesville requests that you provide a 48-hour notice so that proper arrangements may be made.

Call to Order/Roll Call

Agenda Approval APPROVED 5-0 (PINKSTON/MAGILL)

Reports

1. Report: Thomas Jefferson Planning District Commission project update and draft plan for the Regional Transit Vision Plan project
2. Report: Charlottesville Albemarle Convention and Visitors Bureau update

5:30 PM CLOSED SESSION as provided by Sections 2.2-3711 and 2.2-3712 of the Virginia Code (Boards and Commissions)

Vote to meet in closed session APPROVED 5-0 (MAGILL/PAYNE)

Vote to certify closed session APPROVED 5-0 (MAGILL/WADE)

6:30 PM BUSINESS SESSION

Moment of Silence

Announcements

Recognitions/Proclamations

- Proclamation: Gun Violence Awareness

Consent Agenda* APPROVED 5-0 (PINKSTON/WADE)

3. **Resolution:** Appropriating Supplemental Funding received from Virginia Department of Housing and Community Development for HOPWA (Housing Opportunities for People with AIDS/H.I.V.) - \$10,098 (2nd reading)
#R-22-064
4. **Resolution:** Appropriating anticipated supplemental grant funding from Virginia Housing Solutions Program to be used for contracted services - \$141,000 (2nd reading)
#R-22-065
5. **Resolution:** Appropriating funding received from The United Way as reimbursement of Community Resource Hotline Staff Costs - 35,311.50 (2nd reading)
#R-22-066
6. **Resolution:** Community Development Block Grant (CDBG) funding and FY2022-2023 Annual Action Plan
 - a. **Resolution:** Appropriating Community Development Block Grant funds received from the U.S. Department of Housing and Urban Development for the FY 2022-2023 Action Plan - \$433,471 (2nd reading)
#R-22-067
 - b. **Resolution:** Appropriating HOME Investment Partnership Program funds received from the U.S. Department of Housing and Urban Development for FY 2022-2023 - \$84,576.88 (2nd reading)
#R-22-068

- c. **Resolution*:** #R-22-069 Approving the FY 2022-2023 Annual Action Plan for the City of Charlottesville's CDBG/HOME Programs (2nd reading)
- 7. **Resolution:** #R-22-070 Approving the Rivanna Water and Sewer Authority Northern Area Projects Allocation Agreement (1 reading)
- 8. **By Motion:** Pursuant to the Continuity of Governance Ordinance, authorization for Regular Meetings of Planning Commission and Board of Architectural Review to be held in hybrid format (1 reading)
- 9. **Resolution:** #R-22-071 Amending the contract for City Manager services with The Robert Bobb Group, to extend the contract through December 31, 2022 (1 reading)
- 10. **Resolution:** Appropriating the amount of \$15,000 to be expended for the Local Emergency Management Performance Grant (1st of 2 readings)

City Manager Report

- **Report:** Update from the City Manager's Office

Community Matters

Action Items

- 11. **Public Hearing/Ord.:** Proposed Utility Rate Report for FY2023 (1st of 2 readings)
- 12. **Public Hearing/Res.:** #R-22-072 Considering the Concurrent Resolution of the City Council of the City of Charlottesville, Virginia and the Board of Supervisors of the County of Albemarle, Virginia to extend the existence of the Rivanna Water and Sewer Authority (1 reading)
APPROVED 5-0 (PINKSTON/PAYNE)
- 13. **Resolution*:** ~~Granting a Special Use Permit (SUP) for property located at 2005/2007 Jefferson Park Avenue and 104 Observatory Avenue (1 reading)~~
RESCHEDULING to a yet undetermined date
- 14. **Resolution:** Albemarle-Charlottesville Regional Jail Authority
 - a. **Resolution*:** #R-22-073 Approving, and authorizing the City Manager to sign, an amended and re-stated Service Agreement for the Albemarle-Charlottesville Regional Jail Authority (1 reading)
APPROVED 4-0-1 (WADE/MAGILL; Payne abstained)
 - b. **Resolution*:** #R-22-074 Authorizing any deputy city manager to attend and vote in place of the City Manager at meetings of the Albemarle-Charlottesville Regional Jail, as the alternate for the City Manager (1 reading)
APPROVED 5-0 (PINKSTON/MAGILL)
- 15. **Resolution*:** #R-22-075 Authorizing changes to or cancellation of various state-funded transportation projects locally administered by the City of Charlottesville (1 reading)
APPROVED 5-0 (PINKSTON/MAGILL)

General Business

- 16. **Report:** Office of Economic Development update

Other Business

Community Matters (2)

*Action Needed

RESOLUTION
Appropriating Supplemental Funding in the Amount of \$10,098
Received from Virginia Department of Housing and Community Development for
H.O.P.W.A.

WHEREAS, The City of Charlottesville, through its Department of Human Services, has received a supplemental H.O.P.W.A. Grant from the Virginia Department of Housing and Community Development in the amount of \$10,098, for expenditure during the period July 01, 2020 to April 30, 2023.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that, upon receipt of the supplemental grant funds from the Virginia Department of Housing and Community Development, the sum of \$10,098 is hereby appropriated in the following manner:

Revenues

\$10,098 Fund: 209 IO: 1900390 (H.O.P.W.A.) G/L: 430120 Federal Pass-Thru State

Expenditures

\$10,098 Fund: 209 IO: 1900390 (H.O.P.W.A.) G/L: 530550 Contracted Services

RESOLUTION

Appropriating Supplemental Funding in the Amount of \$141,000 To Be Received from Virginia Housing Solutions Program

WHEREAS, The City of Charlottesville, through the Department of Human Services, has been notified that it will be awarded an additional grant from the Virginia Housing Solutions Program (V.H.S.P.) Fund of the Virginia Department of Housing and Community Development, in the amount of \$141,000.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that, upon receipt of the additional VHSP funding from the Commonwealth, said funding, anticipated in the sum of \$141,000, is hereby appropriated in the following manner:

Revenues

\$455,982	Fund: 209	IO: 1900370	G/L: 430110 State Grant
\$83,218	Fund: 209	IO: 1900370	G/L: 430120 Federal Pass-Thru State

Expenditures

\$141,000	Fund: 209	IO: 1900370	G/L: 530550 Contracted Services
-----------	-----------	-------------	---------------------------------

RESOLUTION

Appropriating the Amount of \$35,311.50 Received from The United Way, as reimbursement of Community Resource Hotline Staff Costs

WHEREAS, The City of Charlottesville, through the Department of Human Services, has received reimbursement from the United Way of Greater Charlottesville in the amount of \$35,311.50;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the sum of \$35,311.50 is hereby appropriated in the following manner:

Revenues

\$35,311.50 Fund: 213 Cost Center: 3411001000 G/L: 451022

Expenditures

\$35,311.50 Fund: 213 Cost Center: 3411001000 G/L: 599999

RESOLUTION

Appropriating Community Development Block Grant funding anticipated from the U.S. Department of Housing and Urban Development for the FY 2022-2023 Action Plan, in the amount of \$433,471

WHEREAS the City of Charlottesville has been advised of the approval by the U.S. Department of Housing and Urban Development of a Community Development Block Grant (CDBG) for the 2022-2023 fiscal year in the total amount of \$433,471; and

WHEREAS City Council has received recommendations for the expenditure of funds from the CDBG Task Force, and Ridge Street Priority Neighborhood Task Force and the City Planning Commission; and has conducted a public hearing thereon as provided by law; now, therefore

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

FUND	ACCOUNT CODE	DESCRIPTION	AMOUNT
218	1900464	Ridge ST Priority Neighborhood	\$186,376.16
218	1900465	Community Investment Collaborative Microenterprise Scholarships	\$25,000.00
218	1900466	LEAP – Workforce Development	\$30,130.00
218	1900467	PHAR – Resident Involved Redevelopment	\$37,510.32
218	1900468	LVCA – Workforce Tutoring	\$27,510.32
218	1900469	LEAP – Solar Maintenance	\$40,250.00
218	3914001000	Administrative and Planning	\$86,694.20
TOTAL			\$433,471.00

BE IT FURTHER RESOLVED that this appropriation is conditioned upon the receipt of \$433,471 from the Department of Housing and Urban Development, and all sub-recipient awards are also conditioned upon receipt of such funds.

BE IT FURTHER RESOLVED that the amounts appropriated above within this resolution will be provided as grants to public agencies or private non-profit, charitable organizations (individually and collectively, “sub-recipients”) and shall be utilized by the sub-recipients solely for the purpose stated within their grant applications. The City Manager is authorized to enter into agreements with each sub-recipient as deemed advisable, to ensure that the grants are expended for the intended purposes and in accordance with applicable federal and state laws and regulations. Toward this end, the City Manager, the Director of Finance, and public officers to whom any responsibility is delegated by the City Manager pursuant to City Code Section 2-147, are authorized to establish administrative procedures and provide for guidance and assistance in the sub-recipients’ execution of the funded programs.

RESOLUTION**Appropriating the HOME Investment Partnership Program funding to be received from the U.S. Department of Housing and Urban Development for FY 2022-2023, in the amount of \$84,576.88**

WHEREAS, the City of Charlottesville has been advised of the approval by the U.S. Department of Housing and Urban Development of HOME Investment Partnerships (HOME) funding for the 2022-2023 fiscal year;

WHEREAS, the region served by the Thomas Jefferson Planning District Commission will be receiving an award for HOME funds for fiscal year 2022-2023, of which the City will receive the sum of \$84,576.88 to be expended on affordable housing initiatives such as energy maintenance and homeowner rehabilitation.

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

BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the local match in the amount of \$21,144.22 is hereby appropriated from the Charlottesville Housing Fund (accounting code CP-084 to Fund 210/ Account Code 1900463, for expenditure as the local match for HOME funding received from the U.S. Department of Housing and Urban Development for FY 2022-2023; and,

BE IT FURTHER RESOLVED THAT, upon receipt, HOME funding received from the U.S. Department of Housing and Urban Development for FY 2022-2023 is hereby appropriated to Fund 210/ Account Code 1900463, to be expended in accordance with the program(s) to be funded as the City's FY 2022-2023 Action Plan, as set forth below:

FUND	PROJECTS	Account Code	HOME EN	MATCH	TOTAL
210	LEAP – Assisted Home Energy Performance	1900463	\$84,576.88	\$21,144.22	\$105,721.10

BE IT FURTHER RESOLVED that this appropriation is conditioned upon the receipt of \$84,576.88 from the Department of Housing and Urban Development, and any sub-recipient award(s) are also conditioned upon receipt of such funds.

BE IT FURTHER RESOLVED that the amounts appropriated above within this resolution will be provided as grants to public agencies or private non-profit, charitable organizations (individually and collectively, “sub-recipients”) and shall be utilized by the sub-recipients solely for the purpose stated within their grant applications. The City Manager is authorized to enter into agreements with each sub-recipient as deemed advisable, to ensure that the grants are expended for the intended purposes and in accordance with applicable federal and state laws and regulations. Toward this end, the City Manager, the Director of Finance, and public officers to whom any responsibility is delegated by the City Manager pursuant to City Code Section 2-147, are authorized to establish administrative procedures and provide for guidance and assistance in the sub-recipients' execution of the funded programs.

RESOLUTION
Approving the 2022-2023 Annual Action Plan for the City of Charlottesville's
CDBG/HOME Programs

BE IT RESOLVED by the Council of the City of Charlottesville THAT the fy 2022-2023 Action Plan for implementation of the City's 2018-2019 CDBG/HOME Consolidated Plan is hereby approved, as follows:

ACCOUNT CODE	PROJECTS	AMOUNT
1900464	Ridge ST Priority Neighborhood	\$186,376.16
1900465	Community Investment Collaborative Microenterprise Scholarships	\$25,000.00
1900466	LEAP – Workforce Development	\$30,130.00
1900467	PHAR – Resident Involved Redevelopment	\$37,510.32
1900468	LVCA – Workforce Tutoring	\$27,510.32
1900469	LEAP – Solar Maintenance	\$40,250.00
3914001000	Administrative and Planning	\$86,694.20
	\$433,471.00	

Account Code	PROJECT	HOME EN	MATCH	TOTAL
1900463	LEAP – Assisted Home Energy Performance	\$84,576.88	\$21,144.22	\$105,721.10

In the event that funding received by the U.S. Department of Housing and Urban Development for FY 2022-2023 differs from the amounts referenced above, all CDBG and HOME project estimates shall be increased or reduced at the same pro-rated percentage in relation to actual CDBG/ HOME funding received by the City. No sub-recipient's grant may be increased above their initial funding request.

RESOLUTION

BE IT RESOLVED by the Council for the City of Charlottesville, Virginia, that the Interim City Manager is hereby authorized to sign the following document, attached hereto, in form approved by the City Attorney or her designee.

An agreement among the City of Charlottesville, the Albemarle County Service Authority, and the Rivanna Water and Sewer Authority regarding the Northern Area Drinking Water Projects for the urban water system.

Prepared by:
Valerie W. Long, Esq., VSB # 42968
Williams Mullen
321 E. Main Street,
Suite 400
Charlottesville, VA 22902

NORTHERN AREA DRINKING WATER PROJECTS AGREEMENT

THIS NORTHERN AREA DRINKING WATER PROJECTS AGREEMENT (this “Agreement”) is made as of _____, 2022, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation (the “City”), the **ALBEMARLE COUNTY SERVICE AUTHORITY**, a public body politic and corporate (the “ACSA”), and the **RIVANNA WATER AND SEWER AUTHORITY**, a public body politic and corporate (the “RWSA”).

WITNESSETH:

- A. RWSA was formed in 1972 by a joint resolution of Albemarle County (the “County”) and the City for the purpose of acquiring, financing, constructing, and maintaining facilities to supply drinking water to both communities under terms set out in the “Four Party Agreement” dated June 12, 1973 among the City, the County, ACSA, and RWSA (the “Four Party Agreement”).
- B. RWSA owns and/or operates facilities for the supply of raw water and treatment of potable water pursuant to the terms of the Four Party Agreement and several supplementary agreements thereto.
- C. Paragraph 7.2 of the Four Party Agreement directed RWSA to establish an urban area which shall include all of the City and designated portions of the County, and further provided that the boundaries of the urban area may be changed from time to time (the “Urban Area”). RWSA owns and operates three water treatment plants that

serve the Urban Area, which are the Observatory Water Treatment Plant, the South Rivanna Water Treatment Plant, and the North Rivanna Water Treatment Plant (collectively, the “Urban Area Water System Plants”) (sometimes referred to as the “Urban Water System Plants”). RWSA operates three reservoirs that serve the Urban Area, which are the South Rivanna Reservoir, the Ragged Mountain Reservoir, and the Sugar Hollow Reservoir (collectively, the “Urban Area Reservoirs,” and, collectively with the Urban Area Water System Plants and all dams, pipelines, pumping stations, storage tanks, and other equipment, facilities, and appurtenances related to each, the “Urban Area Water System”).

- D. The Urban Area currently consists of all of the City and designated portions of the County that are served by public water that has been treated at one of the three Urban Area Water System Plants. Other areas within the County that are served by public water that is not treated at one of the Urban Area Water System Plants (such as areas in Crozet, Red Hill, and Scottsville, each of which is served by a water treatment plant owned and operated by RWSA) are not part of the Urban Area as that term is referred to in Section 7.2 of the Four Party Agreement, and as that term is used in this Agreement.
- E. Pursuant to Article IV of the Four Party Agreement, which provides that RWSA shall also undertake the provision of such additional facilities as may be agreed upon from time to time by the City, ACSA, and RWSA (collectively, the “Parties”), the Parties have agreed upon an allocation of costs for construction of four new drinking water infrastructure projects, all planned within the northern area of the County, which four projects are identified and described as follows:

1. The Airport Road Water Pump Station and Piping Project, which will provide redundancy and reliability to the portion of the Urban Area Water System located north of Towncenter Drive within the County (the “Airport Road Water Pump Station and Piping Project”).

2. The South Rivanna River Crossing Project, which will provide a water main under the South Fork Rivanna River as a second redundant pipe to connect the South Rivanna Water Treatment Plant to the portion of the Urban Area Water System located north of the South Fork Rivanna River in the northern area of the County (the “South Rivanna River Crossing Project”).

3. The North Rivanna River Crossing Project, which will provide a water main under the North Fork Rivanna River as a second redundant pipe to connect the portions of the Urban Area Water System located north and south of the North Fork Rivanna River (the “North Rivanna River Crossing Project”).

4. The Water Storage Tank Project for the Airport Road Water Pump Station, which tank will provide an estimated one million gallons of finished water storage, and will be constructed when demand conditions require water storage to support the Airport area and the overall Urban Area Water System, including the City of Charlottesville (the “Airport Road Water Storage Tank”).

F. The four facilities listed in paragraph E herein, along with all future capacity and non-capacity water facilities located north of the South Fork Rivanna River (except as expressly provided to the contrary herein), are collectively referred to as the “Northern Area Drinking Water Projects.”

G. The City and the ACSA have reached an agreement concerning the sharing of costs for design and construction of, and for the acquisition of property and/or easements necessary for the Northern Area Drinking Water Projects, on the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt of all which is hereby expressly acknowledged, the City, ACSA and RWSA hereby agree as follows:

AGREEMENT

1. Pursuant to Article IV of the Four Party Agreement, the City and ACSA agree to and hereby direct RWSA, and RWSA hereby agrees, to proceed with the design and construction of, and the acquisition of property and/or easements for, the Northern Area Drinking Water Projects.
2. RWSA shall allocate the debt service charges for the Airport Road Water Pump Station and Piping Project as follows: 100% to ACSA.
3. RWSA shall allocate the debt service charges for the South Rivanna River Crossing Project as follows: 100% to ACSA.
4. RWSA shall allocate the debt service charges for the North Rivanna River Crossing Project as follows: 100% to ACSA.
5. RWSA shall allocate the debt service charges for the Airport Road Water Storage Tank Project as follows: 10% to the City, and 90% to ACSA.

6. Except as expressly provided in paragraph 7 herein, RWSA shall allocate the debt service charges for all future capacity and non-capacity water facilities located north of the South Fork Rivanna River as follows: 100% to ACSA.
7. The costs for a project known as the North Rivanna Water Treatment Plant Decommissioning, which will demolish and remove the existing North Rivanna Water Treatment Plant constructed in 1974, and transfer service requirements thereof to the two other water treatment plants comprising the Urban Area Water System Plants (the South Rivanna and Observatory Water Treatment Plants) (the “North Rivanna Water Treatment Plant Decommissioning Project”) have previously been allocated among the City and ACSA pursuant to paragraph 4 of that certain untitled Agreement between the parties dated December 1, 2003, commonly referred to as the “South Rivanna Water Treatment Plant Agreement of 2003” (the “2003 Agreement”), which 2003 Agreement provides in paragraph 4 thereof that as a non-capacity related project of the Urban Area Water System, that RWSA shall allocate 48% of the debt service charges of the project to the City, and 52% to ACSA. Although the North Rivanna Water Treatment Plant Decommissioning Project has not yet commenced as of the date of this Agreement, the provisions of paragraph 6 of this Agreement shall not apply to that project. Instead, the terms of paragraph 4 of the 2003 Agreement shall continue to apply to the cost allocations for the North Rivanna Water Treatment Plant Decommissioning Project, such that RWSA shall allocate 48% of the debt service charges to the project to the City, and 52% to ACSA.

8. In the event any one or more of the terms or provisions contained in this Agreement should be held invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions will not in any way be affected or impaired. Any invalid or unenforceable term or provision will be deemed to be void and of no force and effect only to the minimum extent necessary to cause such term or provision to become valid and enforceable, and the balance of this Agreement will be fully enforceable.
9. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.

IN WITNESS WHEREOF, the duly authorized officers of the City, the ACSA, and RWSA have executed this Agreement as of the date written above.

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

[SIGNATURE PAGE 1 of 3 OF
NORTHERN AREA WATER PROJECTS AGREEMENT]

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____
Michael C. Rogers, Interim City Manager

COMMONWEALTH OF VIRGINIA
CITY OF CHARLOTTESVILLE, to wit:

The foregoing instrument was acknowledged by me this _____ day of _____,
2022, Michael C. Rogers, as Interim City Manager of the City of Charlottesville, Virginia.

Notary Public

Registration No.: _____

My Commission expires: _____

APPROVED AS TO FORM:

Lisa Robertson, City Attorney

[SIGNATURE PAGE 2 OF 3 OF
NORTHERN AREA WATER PROJECTS AGREEMENT]

ALBEMARLE COUNTY SERVICE AUTHORITY

By: _____
Gary B. O'Connell, Executive Director

COMMONWEALTH OF VIRGINIA
COUNTY OF ALBEMARLE, to wit:

The foregoing instrument was acknowledged by me this _____ day of _____,
2022, by Gary B. O'Connell as Executive Director of the Albemarle County Service
Authority.

Notary Public

Registration No.: _____

My Commission expires: _____

[SIGNATURE PAGE 3 OF 3 OF
NORTHERN AREA WATER PROJECTS AGREEMENT]

RIVANNA WATER AND SEWER AUTHORITY

By: _____
William I. Mawyer, Jr. P.E., Executive Director

COMMONWEALTH OF VIRGINIA
CITY OF CHARLOTTESVILLE, to wit:

The foregoing instrument was acknowledged by me this _____ day of _____,
2022, by William I. Mawyer, Jr. P.E. as Executive Director of the Rivanna Water and
Sewer Authority.

Notary Public

Registration No.: _____

My Commission expires: _____

RESOLUTION
To amend the Contract for City Manager Services
with The Robert Bobb Group, to Extend the Contract through December 31, 2022

BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the January 6, 2022 contract for City Manager Services entered into between the City Council for the City of Charlottesville and The Robert Bobb Group (“Contract”), is hereby amended as follows:

Section 2 (Time for Performance)

(A) RBG shall commence performance of Services effective as of the date this Contract is executed by City Council, and shall continue its performance through December 31, 2022 (“Term”)

All terms and conditions of said Contract shall be and remain in effect throughout the extended term of the Contract, with the above-referenced amendment.

BE IT FURTHER RESOLVED that, on behalf of City Council, the Mayor is hereby authorized to sign an instrument reflecting this contract amendment, and the City Attorney shall prepare said instrument for signature of the Mayor and The Robert Bobb Group.

**CONCURRENT RESOLUTION OF
THE CITY COUNCIL OF THE CITY OF CHARLOTTESVILLE, VIRGINIA AND
THE BOARD OF SUPERVISORS OF THE COUNTY OF ALBEMARLE, VIRGINIA
TO EXTEND THE EXISTENCE OF THE RIVANNA WATER AND SEWER
AUTHORITY**

WHEREAS, by concurrent resolution of the City Council of the City of Charlottesville, Virginia (the “City”) and the Board of Supervisors of the County of Albemarle, Virginia (the “County”) and a certificate of incorporation issued by the Virginia State Corporation Commission pursuant to the Virginia Water and Sewer Authorities Act (currently enacted as the Virginia Water and Waste Authorities Act, Virginia Code Section 15.2-5100 et seq.), the Rivanna Water and Sewer Authority (the “Authority”) was incorporated as a public body politic and corporate on June 7, 1972; and,

WHEREAS, pursuant to Virginia Code Section 15.2-5114, the Authority can only be authorized to exist for a period of up to 50 years as a corporation, and for such further period or periods as may from time to time be provided by resolution of the political subdivisions which are members of the Authority; and

WHEREAS, the City and the County, as the political subdivisions which are members of the Authority, now wish to extend the existence of the Authority for an additional 50 years; and

WHEREAS, pursuant to Virginia Code Section 15.2-5104, the City and the County caused to be advertised in a newspaper of general circulation in the City and the County a descriptive summary of this Concurrent Resolution with a reference to the location in the City and the County where a copy of the Resolution could be obtained, and giving notice of the date on which public hearings would be held on the proposed Concurrent Resolution; and,

WHEREAS, public hearings on the proposed Concurrent Resolution were held by the Charlottesville City Council and by the Albemarle County Board of Supervisors, prior to consideration of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of

Charlottesville, Virginia and the Board of Supervisors of Albemarle County, Virginia that:

(1) The existence of the Authority is hereby extended for an additional fifty (50) years from the date of approval and adoption of this Concurrent Resolution.

IN WITNESS WHEREOF, the City Council of the City of Charlottesville and the Board of Supervisors of the County of Albemarle have extended the existence of the Authority pursuant to Virginia Code Section 15.2-5114 in the name of the City of Charlottesville and the County of Albemarle, respectively, by their presiding officers and attested by their Clerks as set forth below.

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____
Lloyd Snook, Mayor

Attest:

Kyna Thomas, Clerk, City Council

COUNTY OF ALBEMARLE, VIRGINIA

By: _____
Donna P. Price, Chair

Attest:

Claudette K. Borgersen, Clerk, Board of Supervisors

RESOLUTION

To approve, and to authorize the City Manager to sign, an amended and re-stated Service Agreement for the Albemarle-Charlottesville Regional Jail Authority

WHEREAS, the City of Charlottesville and other member jurisdictions of the Albemarle-Charlottesville Regional Jail Authority wish to amend and restate their current service agreement, to provide for the funding of debt service and operational costs based on each member's proportional usage of the jail and replace the joint representative with an additional member from Nelson County along with other technical amendments;

WHEREAS, an Amended and Restated Albemarle-Charlottesville Regional Jail Authority Service Agreement has been drafted and presented to the Charlottesville City Council, as set forth within this Resolution;

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville that the Amended and Restated Albemarle-Charlottesville Regional Jail Authority Service Agreement is hereby approved, and the City Manager is hereby authorized to sign said agreement.

AMENDED AND RESTATED

ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL AUTHORITY SERVICE
AGREEMENT

By and Among

THE COUNTY OF ALBEMARLE,
THE COUNTY OF NELSON

and

THE CITY OF CHARLOTTESVILLE

and

THE ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL AUTHORITY

AGREEMENT

THIS AMENDED AND RESTATED SERVICE AGREEMENT (the "Agreement") is made this _____ May 2022 by and among the COUNTY OF ALBEMARLE, the COUNTY OF NELSON and the CITY OF CHARLOTTESVILLE, all of which are political subdivisions of the Commonwealth of Virginia (collectively the "Member Jurisdictions"), and the ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL AUTHORITY (the "Authority").

RECITALS

WHEREAS, the Authority has been created to provide secure confinement, at the local level, for local and state-responsible inmates, and to enhance the public safety and welfare within the region for the protection of its citizens; and

WHEREAS, the Authority and Member Jurisdictions initially adopted a Service Agreement on November 15, 1995 with amendments adopted on March 12, 1998 and November 12, 1998 (together, the "Original Service Agreement"); and

WHEREAS, the Member Jurisdictions desire to amend and restate the Original Service Agreement containing the authority governing the parties' respective obligations.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I Definitions

The capitalized terms in this Agreement have the meanings set forth below unless the context otherwise requires.

"Annual Budget" has the meaning given to such term in Section 4.7.

"Applicable Laws" means all applicable laws, ordinances, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority and all rules, regulations, orders, interpretations, licenses and permits of any Federal, state, county, municipal, regional, foreign or other governmental body, instrumentality, agency or authority.

"Authority" means the Albemarle-Charlottesville Regional Jail Authority, as created by the Original Service.

"Authority Default" has the meaning given to such term in Section 9.1.

"Bonds" means revenue bonds issued by the Authority to finance or refinance the design, construction, equipping and other costs of the Jail and any additions or improvements thereto.

"Capital Expenses" means all costs, including but not limited to costs for architectural, engineering, planning, legal, financial or other professional services; land acquisition, labor, materials and equipment, contractors' fees, utility connection and building permit fees, capitalized interest, and other charges incurred for demolition, excavation, construction, equipping, paving, or landscaping, incurred or required for building and otherwise completing any addition or renovation to the existing Jail, or for building any future replacement for the Jail. Unless the context clearly indicates otherwise, "Capital Expenses" shall also include "Debt Service."

"Debt Service" means the amounts of principal and interest payable by the Authority under any Obligations. The Member Jurisdictions shall reimburse the Authority for its Debt Service attributable to Capital Expenses, through the per diem rate paid by the Member Jurisdictions for their prisoners, and in accordance with the provisions of Section 5.1 below.

"Expenses" means all expenses which may reasonably be determined by the Authority to be attributable directly or indirectly to the ownership or operation of the Jail and payable as operating expenses in accordance with generally accepted accounting principles and shall also include debt service payments and other capital expenses, required payments to the Operating Reserve Fund established in Section 5.3, required payments to any debt service reserve established in connection with any Bonds and other reasonable or necessary payments required to comply with debt service coverage requirements imposed in connection with any Bonds in Section 5.3.

"Facilities Charge" and "Facilities Charges" means the amounts payable by the Member Jurisdictions as determined in accordance with the provisions of Section 5.1(a)(2).

"Facilities Charge Percentages" has the meaning given such term in Section 5.1 (a)(2)(ii).

"Fiscal Year" means the annual accounting period from July 1 of one year to June 30 of the following year.

"Jail" means the existing regional Joint Security Complex located at 1600 Avon Street Extended, Charlottesville, Virginia, together with any additions or improvements constructed and equipped by the Authority at that location or any future replacement for such facility at such other location as may be determined by the Authority.

"Member Jurisdiction" means the County of Albemarle, the City of Charlottesville, and the County of Nelson, each a political subdivision of the Commonwealth of Virginia, and any other political subdivision that may hereafter join the Authority, but excluding any political subdivision that may have withdrawn from the Authority, as provided in Section 6.7 and 6.8, respectively.

"Member Jurisdiction Default" has the meaning given to such term in Section 9.2.

"Net Debt Service" means the total annual Debt Service on Obligations, less any reimbursements for such Debt Service received from the Commonwealth of Virginia.

"Net Operating Expenses" means Operating Expenses reduced by an amount equal to revenue from (i) non-member jurisdictions (including the state or federal government), (ii) Operating Expenses of the Authority reimbursed by the Commonwealth of Virginia, and (iii) all other non-member revenue.

"Non-Member Jurisdictions" means political subdivisions or agencies thereof, including but not limited to, the federal government and the District of Columbia, which utilize the Jail.

"Non-Member Per Diem Rate" means the daily charge to Non-Member Jurisdictions for each Prisoner as determined from time to time by the Authority.

"Notes" means revenue anticipation notes issued by the Authority.

"Obligations" means any Notes, Bonds, lease financing obligations or other instruments of debt issued by the Authority to finance or refinance the Jail serving the Member Jurisdictions.

"Operating Expenses" means all expenditures for salaries, goods, services, utilities, routine maintenance and other items incurred by the Authority in the daily ownership and operation of the Jail, but excludes any Capital Expenses.

"Operating Reserve Fund" means the reserve fund established in Section 5.3.

"Per Diem Rate" means a uniform daily rate equal to Net Operating Expenses plus Debt Service for the relevant Fiscal Year divided by the total number of beds used by Member Jurisdictions in the preceding Fiscal Year divided by 365 or 366 days, as the case may be.

"Placed in Service" means the first day on which the Jail or any addition thereto has been certified by the appropriate authority of the Commonwealth to accept Prisoners.

"Prisoner(s)" has the meaning given in such term in Section 4.1.

ARTICLE II

Creation of

Authority

Section 2.1 Regional Jail Authority. By their approval and execution of this Agreement, the Member Jurisdictions hereby reaffirm the establishment in the Original Service Agreement of a regional jail authority pursuant to Chapter 3, Article 3.1 of Title 53.1 (Sections 53.1-95.2 et. seq.) of the Code of Virginia, as amended. The name of the Authority shall be the ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL AUTHORITY (the "Authority"). The principal office of the Authority shall be located at the

Office of the Superintendent of the Albemarle-Charlottesville Joint Security Complex, 1600 Avon Street Extended, Charlottesville, Virginia 22902.

Section 2.2 Board. The powers of the Authority shall be exercised by a Board (the “Board”) consisting of eleven (11) members. Four members shall be from the City of Charlottesville, four members shall be from the County of Albemarle, and three members shall be from the County of Nelson. The first member from the City of Charlottesville, the County of Albemarle, and the County of Nelson shall be its duly elected sheriff. The second member from the City of Charlottesville and the County of Albemarle shall be a currently serving member of the Jurisdiction's governing body appointed by the governing body. The second member from Nelson County shall be either a currently serving member of the Jurisdiction’s governing body or a non-serving citizen of Nelson County. The third member from the City of Charlottesville, the County of Albemarle, and the County of Nelson shall be its current county executive, city manager or other chief executive officer, provided that such officers may designate other staff members to act as their alternates, who, if approved by their respective governing bodies, may attend and vote in place of the chief executives. The fourth member from the City of Charlottesville and the County of Albemarle shall be any other citizen of a Member Jurisdiction appointed by its governing body. The Sheriffs' service on the Authority shall be coterminous with their elected terms, and executive officers' terms shall be coterminous with their employment. Other members shall be appointed for three-year terms. Members may be removed by their appointing authorities for failure to attend meetings or for other sufficient cause. The membership of the Authority may be increased or decreased by joint agreement of the governing bodies of the Member Jurisdictions, subject to the limits imposed by applicable state statutes. Alternates may be appointed as provided by state law.

Any officer or employee of a Member Jurisdiction, appointed to the Board by that Member Jurisdiction, who ceases to hold office or be employed in the Member Jurisdiction shall vacate his or her seat on the Board, unless reappointed by the governing body of the Member Jurisdiction.

The Board shall establish bylaws governing the election of officers, the conduct and scheduling of meetings and giving notice thereof, and other procedural matters.

Section 2.3 Purpose of Authority. The purpose of the Authority shall be to operate the Jail and to finance, design, construct and operate additions or renovations to the existing jail facility, subject to all zoning and other legal requirements, as described in Article III of this Agreement. The general scope and nature of such improvements and additions and the estimated cost of designing, financing and constructing same are set forth in Section 3.1. It is anticipated that this Capital Expense will be financed through Obligations issued by the Authority, and that reimbursement of a portion of the annual Debt Service on these Obligations will be paid by the Commonwealth of Virginia.

Section 2.4 Powers of Authority. The Authority shall have all powers as set forth in Chapter 3, Article 3.1 of Title 53.1 (Sections 53.1-95.2 et. seq.) of the Code of Virginia, or its successor statutes, as amended from time to time, as well as all other powers conferred by state law upon regional jail authorities, and all powers necessarily and reasonably implied from such expressly granted powers.

Section 2.5 Future disposition of Jail Property. In the event the Authority is to be dissolved or its powers and obligations are to be transferred by operation of law to some other public entity, the Authority shall, if consistent with outstanding bond indentures or other obligations, convey all its real and personal property to such other entity for a consideration of One Dollar. In the event the Authority determines that the real estate and improvements comprising present Jail property are no longer needed for jail purposes, the Authority shall reconvey the same to the County of Albemarle and the City of Charlottesville, and the County of Nelson or their successors and assigns, as tenants in common.

Section 2.6 Prior Agreement. This Agreement supersedes the Original Service Agreement and all other prior agreements and amendments. Any provision of such earlier agreement inconsistent with this Agreement shall be of no further effect upon the adoption of this Agreement by all of the parties hereto. The Member Jurisdictions agree to consider amending their existing ordinances, and taking such other actions as may be necessary to reflect the transfer of ownership of and responsibility for the Jail from the Regional Jail Board to the Authority consistent with this Agreement.

ARTICLE III **New Construction**

Section 3.1 Construction of Jail Improvements. Any Obligations for future improvements to or expansion of the Jail shall require the approval of the governing bodies of each of the Member Jurisdictions.

ARTICLE IV **Provision of Services, Operation and Maintenance**

Section 4.1 Acceptance of Prisoners. The Authority will accept Prisoners from each Member Jurisdiction (and to the extent space is available, from other jurisdictions, including the federal government and its agencies) who have been (i) duly arrested for committing a criminal offense and held over pending trial or (ii) duly convicted of committing a criminal offense and sentenced to a term of incarceration by a court having proper jurisdiction (the "Prisoners"). If the Jail is at capacity, as defined by the

Authority, the Authority shall be responsible for securing alternative housing for all Prisoners from the Member Jurisdictions. The Authority shall first, however, have a duty to remove all Prisoners other than those from Member Jurisdictions from the Jail.

Section 4.2 Commitment of Prisoners. Each Member Jurisdiction agrees to offer to commit all of its Prisoners to the custody of the Authority. Each Member Jurisdiction's prisoners shall be defined as those persons being held for offenses committed in that jurisdiction. To encourage compliance with the provisions of this Section, each Member Jurisdiction hereby agrees that it will refuse to pay for the incarceration of any of its Prisoners committed to custody in any jail other than the Jail unless (i) the Jail is full, (ii) the Authority refuses to accept such Prisoner, (iii) commitment of such Prisoner to a correctional facility other than the Jail is ordered by a court of competent jurisdiction or (iv) a court of competent jurisdiction orders the Member Jurisdiction to make such payment.

Section 4.3 Transportation of Prisoners. Unless the Authority agrees otherwise, each Member Jurisdiction shall be responsible for the initial transportation of Prisoners from such Jurisdiction to the Jail for processing into the Jail population, and for transporting its prisoners from the Jail to court appearances and back. The Authority shall be responsible for transporting Prisoners for medical and dental care and other required purposes and for all costs, expenses and security relating to such Prisoners during transportation.

Section 4.4 Operation and Maintenance. The Authority will operate and maintain the Jail in accordance with all other Applicable Laws. The Authority shall be an equal opportunity employer.

Section 4.5 Insurance. The Authority will maintain hazard, liability or such other insurance as may be required by Applicable Law, or which the Authority may deem advisable.

Section 4.6 Annual Report. The Authority will provide to each Member Jurisdiction on or before each October 1 a report showing the activities of the Authority and its revenues, expenditures, and employee compensation schedules and other similar data for the preceding Fiscal Year.

Section 4.7 Annual Budget. The Authority will provide to each Member Jurisdiction on or before dates in the fiscal year specified by the Member Jurisdictions the Authority's preliminary Annual Budget for the next Fiscal Year and its final Annual Budget for the next Fiscal Year. For each Fiscal Year in which the Jail will be in operation, such Annual Budget shall set forth the Facilities Charge Percentage for each Member Jurisdiction, the Per Diem rate for each Prisoner committed to the Authority by the Member Jurisdictions, as well as the projected number of Prisoners from each Member Jurisdiction, all for the next Fiscal Year. The Authority agrees to set, and revise at least quarterly, if necessary, Facilities Charges that are sufficient to generate

revenue adequate to pay Net Operating Expenses and Debt Service for the current Fiscal Year, and to fund any required reserves. Within ten days of any such revision the Authority shall notify each member Jurisdiction of the revised charges and payments required. Any such revision will be based on factors affecting the Jail's revenues or expenditures, including but not limited to changes in assumed or actual occupancy levels, operating expenses, State operating or capital cost reimbursement, and any nonpayment by any Member Jurisdiction or other jurisdiction housing prisoners at the Jail. The Authority will promptly provide copies of any amendments to its Annual Budget to each Member Jurisdiction.

Section 4.8 Books and Records. The Authority will maintain proper books of record and account in which proper entries shall be made in accordance with general accepted accounting principles for governmental bodies, consistently applied, of all of its business and affairs related to the Jail. The Authority shall have an annual audit conducted by an independent outside auditor, with copies being provided to the Member Jurisdictions.

All books of record and account documents in the Authority's possession relating to the Jail shall at all reasonable times be open to inspection by such agents or employees of the Member Jurisdictions as they may designate.

Section 4.9 Majority Required for Authority Decisions. A majority of the members of the Board shall constitute a quorum for the transaction of its business. An affirmative vote of a majority of the full membership of the Board shall be required to adopt the Annual Budget, to amend the Per Diem charges as set forth in Section 4.7, or to approve the creation of any Obligation or any other contract obligating the Authority for longer than one year. All other decisions of the Board may be made by affirmative vote of a majority of the members present and voting.

ARTICLE V

Payments

Section 5.1 Payment from Member Jurisdictions.

(a) Facilities Charges.

(1) In each Annual Budget, the Authority shall establish the Facilities Charge for the following Fiscal Year which shall be revised as necessary as provided in Section 4.7.

(2) The Facilities Charge shall be invoiced quarterly by the Authority 30 days in advance.

(A) The Member Jurisdictions agree to pay their ratable share of the Facilities Charge as budgeted by the Authority in accordance with the percentages established annually pursuant to this Section (the "Facilities Charge Percentages") notwithstanding the actual number of Prisoners committed or expected to be committed, subject to Fiscal Year-end adjustment to reflect actual use.

(B) The Facilities Charge for each Member Jurisdiction shall be based upon the actual Prisoner count at the end of the fiscal year after reconciliation subject to Paragraph 5.7(a). For the period commencing on the date of this Agreement through the Fiscal Year ending June 30, 2022, the proposed Facilities Charge will be paid in accordance with the following percentages:

Member Jurisdiction	Estimated Bed Usage	Facilities Charge Percentage
Albemarle County		__%
City of Charlottesville		__%
Nelson County		__%
Total	_____	100.00%

(C) Beginning with the Fiscal Year that commences July 1, 2023, the budgeted Facilities Charge Percentages shall be adjusted each Fiscal Year to approximate the actual proportionate use of the Jail by the Member Jurisdictions as of the end of the immediately preceding Fiscal Year. Such actual proportionate use for each Member Jurisdiction shall be determined by a fraction the numerator of which shall be the number of Prisoner beds used by the Member Jurisdiction during the immediately preceding Fiscal Year and the denominator of which shall be the total number of Prisoner beds used by all Member Jurisdictions in the immediately preceding Fiscal Year. Notwithstanding the foregoing, the Authority and the Member Jurisdictions may use such other method for annually adjusting budgeted Facilities Charge Percentages as may be mutually agreeable.

(3) If not paid when due, the Facilities Charge shall bear interest at ¾% per month until paid; provided, however, that this provision shall not apply in instances where Applicable Law prescribes some other due date or late payment charge.

(4) By the end of each [October] following the immediately preceding Fiscal Year, the Authority shall reconcile the total amount of each Member Jurisdiction’s payments to reflect the amount each Member Jurisdiction should have paid during such year based upon actual proportionate use of the Jail and compare it to the amount paid by each Member Jurisdiction. Any Member Jurisdiction which has underpaid shall be notified by the Authority of the amount of the shortfall, which amount shall be paid as an additional sum in equal quarterly installments over the next Fiscal Year. Any Member Jurisdiction that has overpaid shall be entitled to a refund or a credit, as such Member Jurisdiction may elect, in the amount of such overpayment to be applied in equal quarterly installments over the next Fiscal Year; provided, however, no Member Jurisdiction shall be entitled to a full credit until such time as the Authority has received payment of all underpaid amounts. In the event the Authority receives a portion, but not all of the payments due for underpaid bills, the Authority shall apply the amount received ratably as a partial credit to the Member Jurisdictions which overpaid.

(b) If for any reason any new capital improvements to the Jail approved by the Member Jurisdiction but not ultimately placed in service, the Member Jurisdictions shall reimburse the Authority for all expenses, including debt service on the Authority's interim financings, not previously paid by the Member Jurisdictions pursuant to the percentages contained in the table in Section 5.1(a)(2): provided, however, that the payment required by any Member Jurisdiction, will be subject to the appropriation of funds for such purpose by the governing body of such Member Jurisdiction.

(c) If the Authority lacks sufficient funds to pay scheduled debt service on any Obligations, or to pay any debt service reserve funding requirements, the Authority shall promptly notify the Member Jurisdictions of the amount of each insufficiency. Upon such notification, each Member Jurisdiction agrees to pay, subject to the conditions contained in this paragraph, a portion of such deficit equal to its Facilities Charge Percentage then in effect for the then current Fiscal Year as determined pursuant to Section 5.1 (a)(2). Any such payment under this paragraph shall be subject to the appropriation of funds by the governing body of each Member Jurisdiction. In no event shall the obligation of any Member Jurisdiction, under this paragraph (c) or the immediately preceding paragraph (b) be deemed to constitute a debt within the meaning of the Constitution of Virginia.

Section 5.2 Payments from Other Jurisdictions. Within the limits allowed by law, the Authority shall establish a Non-member Per Diem Rate or Rates for the care, maintenance and subsistence of Prisoners from Non-member Jurisdictions. Such Non-member Per Diem Rate charges shall be due and payable to the Authority from Non-member Jurisdictions having Prisoners in the Jail no later than 30 days after receipt of the Authority's periodic billing for such charges and if not paid when due shall bear interest at such rate as the Authority shall establish until paid; provided, however, that this provision shall not apply in instances where applicable law prescribes some other due date or late payment charge.

Section 5.3 Operating Reserve Fund. The Authority agrees to provide for an Operating Reserve Fund in each of its Annual Budgets in an amount equal to not less than twenty percent of its projected Annual Budget for each year, less debt service. The Operating Reserve Fund will be established as a separate account and will be used to cover periods of revenue shortfall when the Authority's revenues are not sufficient to cover its Operating Expenses or Debt Service, or in such other instances as may be approved by the Authority and concurred in by the chief administrative officers of all member jurisdictions. If such withdrawals reduce the Operating Reserve Fund below twenty percent of the Annual Budget, the Authority shall adopt a plan to restore it to that level over a period not exceed three fiscal years.

Section 5.4 Commonwealth Reimbursement Grants. Any funds that the Authority receives from the Commonwealth of Virginia as reimbursement for Debt Service or other Capital Expenses incurred by the Authority for constructing additions or improvements to the Jail or any replacement Jail will be applied as required by the terms of the Indenture for

any Obligations issued to fund such projects.

Section 5.5 Limitation of Liability. The only obligations of the Member Jurisdictions to pay for the establishment, operation or maintenance of the Jail arise out of this Agreement. No such payment responsibility shall constitute a debt of any Member Jurisdiction within the meaning of any constitutional or statutory limitation.

ARTICLE VI **Additional Agreements**

Section 6.1 Sale or Other Conveyance. The Authority will not sell, lease, sublease, assign, convey or otherwise voluntarily dispose of the Jail unless all Obligations incurred by the Authority have been or will be paid or deemed defeased in accordance with the agreements under which they were issued.

Section 6.2 Further Documents and Data. The parties to this Agreement will execute and deliver all documents and perform all further acts that may be reasonably necessary to perform the obligations and consummate the transactions contemplated by this Agreement.

Section 6.3 Right to Access. Each Member Jurisdiction will have reasonable access to the Jail and its records in order to monitor the Authority's compliance with the terms of this Agreement.

Section 6.4 Confidentiality. The Authority will maintain all records and files on the Prisoners on a confidential basis in accordance with all Applicable Laws. Each Member Jurisdiction will maintain the confidential nature of all records and files relating to the Prisoners of other Member Jurisdictions in accordance with all Applicable Laws.

Section 6.5 Notification. The Authority will promptly furnish to each Member Jurisdiction a copy of any notice or order of any governmental authority asserting that the Authority or the Jail is not in compliance in any material respect with any Applicable Law.

Section 6.6 Tax-Exemption Covenant.

(a) The Authority intends to issue its Notes and Bonds in a manner such that their interest is excludable from gross income for Federal income tax purposes under Section 103(a) and related provisions of the Internal Revenue Code of 1986, as amended, and applicable rules and regulations. The Authority and each Member Jurisdiction agree that after the Notes and Bonds have been issued, they will not take any action or omit to take any action which would adversely affect such exclusion.

(b) Pursuant to Section 15c2-12(b) of regulations issued by the Securities and Exchange Commission, the Authority and the Member Jurisdictions will be required to

agree with the owners of the Bonds, for as long as the bonds are outstanding, to supply certain national securities information repositories (1) annually certain financial and statistical information, and (2) periodically, notification of certain specified material events affecting the Authority, the Member Jurisdictions and the Bonds. The particulars of this ongoing disclosure requirement will be set forth in the Indenture and in a continuing disclosure agreement for the Bonds. Each Member Jurisdiction agrees to execute and deliver a continuing disclosure agreement and to cooperate with the Authority in fulfilling this requirement, including providing the Authority with timely notice of the occurrence of any of the specified events which are material to its operations.

Section 6.7 Additional Members. Any city, county or town in Virginia may, with the approval of its governing body and with the consent of all of the Member Jurisdictions, join and participate in the Authority under such additional terms and conditions for membership as may be prescribed by the Member Jurisdictions.

Section 6.8 Withdrawal of Membership. Any Member Jurisdiction may withdraw from membership in the Authority by resolution or ordinance of its governing body; however, no Member Jurisdiction shall be permitted to withdraw from the Authority as long as any Obligations of the Authority are outstanding except by unanimous vote of all Member Jurisdictions. No Member Jurisdiction withdrawing without unanimous consent of the other Member Jurisdiction(s) shall be entitled to any reimbursement for its equity in the Jail.

Section 6.9 Change in Independent Status of City. The parties acknowledge that the obligations of the City of Charlottesville under this Agreement presume Charlottesville's continued existence as an independent city. If Charlottesville ceases to be an independent city and becomes a town or other governmental unit that is part of Albemarle County, Charlottesville's obligations under this agreement shall be subject to modification in one of three (3) ways: (a) as prescribed by then-applicable state statutes for such towns or the governmental unit; or (b) as ordered by a court of competent jurisdiction; or (c) as determined by agreement of the parties.

ARTICLE VII

Representations, Warranties and Covenants of Authority

In addition to the covenants in other Articles of this Agreement, the Authority represents, warrants and covenants as follows:

Section 7.1 Organization, Authorization and Validity. The Authority is a political subdivision of the Commonwealth duly organized and validly existing under the laws of the Commonwealth and has duly authorized and delivered this Agreement.

Section 7.2 Authority. The Authority has all requisite authority under the Act to execute and deliver and perform its obligations under this Agreement and is not a party of

any indenture, contract or other agreement or arrangement, the performance of which by the Authority would prevent or materially and adversely affect the Authority's ability to perform the terms of this Agreement.

Section 7.3 Non-Contravention. The execution and delivery of this Agreement by the Authority and the consummation of the transactions contemplated in it will not conflict with or result in a breach of or constitute a default under or violate any of the terms, conditions or provisions of the Act, the bylaws of the Authority or any material indenture, contract or other agreement or arrangement to which the Authority is a party or by which any of its properties are bound, or any Applicable Law by which the Authority or the Jail is bound.

Section 7.4 Litigation. The Authority is not a party to any legal, administrative, arbitration or other proceeding or controversy pending, or, to the best of the Authority's knowledge, threatened, which would materially adversely affect the Authority's ability to perform under this Agreement.

Section 7.5 Approvals. Except for approvals that may be expressly required by this Agreement, or by the Virginia Board of Corrections, the Authority does not require the consent or approval of any governmental body to carry out the terms of this Agreement.

ARTICLE VIII
Representations, Warranties and Covenants of
Member Jurisdictions

Each Member Jurisdiction represents, warrants and covenants for itself as follows:

Section 8.1 Organization, Authorization and Validity. Each Member Jurisdiction is a political subdivision of the Commonwealth duly organized and validly existing under the laws of the Commonwealth, and each has duly authorized, executed and delivered this Agreement.

Section 8.2 Authority. Each Member Jurisdiction has all requisite authority to execute and deliver and perform its obligations under this Agreement and is not a party to any indenture, contract or other agreement or arrangement, the performance of which by it would prevent or materially and adversely affect its individual performance under this Agreement.

Section 8.3 Non-Contravention. The execution and delivery of this Agreement by each Member Jurisdiction and the consummation of the transactions contemplated in

it will not conflict with or result in a breach of or constitute a default under or violate any of the terms, conditions or provisions of any charter, resolution or ordinance, any material indenture, contract or agreement or arrangement to which it is a party or by which any of its properties are bound, or any Applicable Law by which it is bound.

Section 8.4 Litigation. No Member Jurisdiction is a party to any legal, administrative, arbitration, or other proceeding or controversy pending, or, to the best of its knowledge, threatened, which would materially and adversely affect its ability to perform under this Agreement.

ARTICLE IX
Defaults and
Remedies

Section 9.1 Default by Authority. The occurrence of any one or more of the following events will constitute an "Event of Default" by the Authority ("Authority Default").

(a) failure of the Authority to pay principal of or interest when due on any Notes, Bonds or other temporary or permanent financing for the Jail issued or obtained by the Authority pursuant to this Agreement;

(b) the Authority is for any reason rendered incapable of performing any of its material obligations under this Agreement;

(c) the Authority makes an assignment of all or a portion of its obligations under this Agreement without the prior consent of the Member Jurisdictions;

(d) the Authority defaults on any of its material obligations under any agreement pursuant to which any Obligations have been issued pursuant to this Agreement and such default is not cured within the applicable cure period;

(e) any proceeding is instituted, with the consent or acquiescence of the Authority, for the purpose of effecting a composition between the Authority and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the bonds of the Authority; or

(f) the Authority defaults in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in this Agreement, and the default continues for thirty days after written notice specifying the default and requiring it to be remedied has been given to the Authority by any Member Jurisdiction.

Section 9.2 Default by Member Jurisdictions. The occurrence of any one or more of the following events will constitute an "Event of Default" by any Member Jurisdiction ("Member Jurisdiction Default").

(a) failure of any Member Jurisdiction to make payments of Facility Charges in accordance with its respective Facilities Charge Percentage when due;

(b) if any Member Jurisdiction shall for any reason be rendered incapable of fulfilling its obligations under this Agreement; or

(c) if any proceeding is instituted, with the consent or acquiescence of any Member Jurisdiction, for the purpose of effecting a composition between such Member Jurisdiction and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the funds of such Member Jurisdiction; or

(d) if any Member Jurisdiction defaults in the due and punctual performance of any of the other covenants, conditions, agreements and provisions contained in this Agreement, and the default continues for thirty days after written notice specifying the default and requiring it to be remedied has been given to such Member Jurisdiction by the Authority.

Section 9.3 Remedies of Member Jurisdictions. Upon the occurrence of an Authority Default, any Member Jurisdiction, after giving notice of such Authority Default to all parties, may bring suit by mandamus or other appropriate proceeding to require the Authority to perform its duties under the Act and this Agreement or to enjoin any acts in violation of the Act or this Agreement.

Section 9.4 Remedies of Authority. Upon the occurrence of a Member Jurisdiction Default, the Authority, after giving notice of such Member Jurisdiction Default to all parties, may bring suit by mandamus or other appropriate proceeding to require the Member Jurisdiction to perform its duties under the Act and this Agreement or to enjoin any acts in violation of the Act or this Agreement.

Section 9.5 Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the parties is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute.

ARTICLE X

Miscellaneous

Section 10.1 Severability of Invalid Provisions. If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the

clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.

Section 10.2 Notices. Any notice or other communication under or in connection with this Agreement shall be in writing, and shall be effective when delivered in person or sent by first class United States mail to the following persons and addresses or to such other persons and addresses as any of such persons may from time to time specify in writing.

If to the Authority:

Chair
Albemarle-Charlottesville Regional Jail Authority
1600 Avon Street Extended
Charlottesville, VA 22901

If to Albemarle County:

County Executive
Albemarle County Office Building 401
McIntire Road
Charlottesville, VA 22902-4596

**If to City of
Charlottesville:**

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

If to Nelson County:

County Administrator
P.O. Box 336
Lovingson, VA 22949

Section 10.3 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

Section 10.4 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Virginia.

Section. 10.5 Amendments. This Agreement may be changed or amended only with the consent of the Authority and each Member Jurisdiction. No such change or amendment may be made which will affect adversely the prompt payment when due of all monies required to be paid by the Member Jurisdictions under the terms of this

Agreement, and no such change or amendment shall be effective which would cause a violation of any provision of any resolution, indenture or agreement pursuant to which any Obligations have been issued.

Section 10.6 Effective Date of Agreement. This Agreement will be effective from the date of its approval by each of the Member Jurisdictions and the Authority

Section 10.7 Waiver. Any waiver by any party of its rights under this Agreement must be in writing, and will not be deemed a waiver with respect to any matter not specifically covered. Nothing in this Agreement authorizes the waiver of any Member Jurisdiction’s obligation to make payments when due of all moneys required to be paid by the Member Jurisdictions under the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the dates indicated.

COUNTY OF ALBEMARLE

APPROVED AS TO FORM

County Executive

County Attorney

CITY OF CHARLOTTESVILLE

APPROVED AS TO FORM

City Manager

County Attorney

COUNTY OF NELSON

APPROVED AS TO FORM

County Executive

County Attorney

**ALBEMARLE-CHARLOTTESVILLE
REGIONAL JAIL AUTHORITY**

APPROVED AS TO FORM

Chair

Attorney

RESOLUTION

Authorizing any deputy city manager to attend and vote in place of the City Manager at meetings of the Albemarle-Charlottesville Regional Jail, as the alternate for the City Manager

BE IT RESOLVED by the Council of the City of Charlottesville that the City Manager is hereby authorized to delegate to any staff member who holds a deputy city manager position the responsibility for attending any meeting(s) of the governing board of the Albemarle-Charlottesville Regional Jail Authority, and any such deputy city manager may attend and vote in place of the City Manager, as the City Manager's alternate.

RESOLUTION

Authorizing changes to or cancellation of various state-funded transportation projects locally administered by the City of Charlottesville

WHEREAS the Virginia Department of Transportation (VDOT) and the City of Charlottesville (City) are committed to the delivery of transportation projects for the public's use and safety with the City of Charlottesville; and

WHEREAS the City desires to reduce the number of projects for which local administration is required by contract or agreement with VDOT; now therefore,

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

1) The City Manager is authorized to request that VDOT administer the Route 250/Hydraulic Road Turn Lane Extension project (UPC 116906). If VDOT agrees, any local City funding previously appropriated for UPC 116906 are hereby re-appropriated for expenditure as any local funding match required in connection with VDOT's administration of this project;

2) The City Manager is authorized to cancel the Pedestrian Improvements at Monticello Avenue/Ridge Street project (UPC 113915);

3) The City Manager is authorized to cancel the Emmet Street Signal Coordination project (UPC 106529);

4) The City Manager is authorized to cancel the West Main Streetscape project - Phases 1, 2 & 3 (UPC 113176, 113177 & 118874);

5) The City Manager is authorized to cancel the Preston Avenue/Grady Avenue Intersection Improvements project (UPC 118873);

The Charlottesville City Manager is hereby authorized, on behalf of the City of Charlottesville and the Charlottesville City Council, to execute all documents and to take any and all other actions, including, without limitation, reimbursement of state funding previously received by the City for a project, as may be necessary to cancel or terminate any locally administered project agreements, to cancel or terminate any grant agreements, and to take any other actions necessary to implement the actions authorized by this Resolution.