



CITY COUNCIL AGENDA
Monday, June 5, 2017

6:00 p.m. **Closed session as provided by Section 2.2-3712 of the Virginia Code**
Second Floor Conference Room
(Consultation with legal counsel regarding the status of pending litigation between the City and Charlottesville Parking Center, Inc.)

7:00 p.m. **Regular Meeting - CALL TO ORDER**
Council Chambers

PLEDGE OF ALLEGIANCE
ROLL CALL

AWARDS/RECOGNITIONS Men's Health Month
ANNOUNCEMENTS

CITY MANAGER RESPONSE TO MATTERS BY THE PUBLIC

MATTERS BY THE PUBLIC Public comment is provided for up to 15 speakers at the beginning of the meeting (limit 3 minutes per speaker.) Pre-registration is available for up to 10 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.

- 1. CONSENT AGENDA*** (Items removed from consent agenda will be considered at the end of the regular agenda.)
- a. Minutes for May 15, 2017
 - b. APPROPRIATION: Virginia Trees for Clean Water Grant – \$5,500 (2nd of 2 readings)
 - c. APPROPRIATION: Funds Transfer for the Thomas Jefferson Health District Building to the Joint Health Department Building Fund (1st of 2 readings)
 - d. APPROPRIATION: Additional Funding for Family Services Program – \$82,694 (1st of 2 readings)
 - e. RESOLUTION: Health Department Lease by City/Albemarle County to Commonwealth of Virginia (1st of 1 reading)
 - f. ORDINANCE: Utility Rates for Fiscal Year 2018 (2nd of 2 readings)
 - g. ORDINANCE: Retirement Plan Amendments (2nd of 2 readings)
 - h. ORDINANCE: Quitclaim Gas Easement to VDOT – Founders Place (1st of 2 readings)
- 2. PUBLIC HEARING / RESOLUTION*** Bond Issue – \$15,250,000 (1st of 1 reading) – **10 mins**
- 3. PUBLIC HEARING / RESOLUTION *** Authorization to Renew Lease Agreement for 608 Ridge Street (1st of 1 reading) – **10 mins**
- 4. PUBLIC HEARING / ORDINANCE*** Cemetery Access Easement at Buford Middle School (1st of 2 readings) – **10 mins**
- 5. PUBLIC HEARING / ORDINANCE*** Conveyance of City Land at Intersection of Grady Avenue and Preston Avenue (1st of 2 readings) – **10 mins**
- 6. RESOLUTION*** Lee and Jackson Parks Renaming (1st of 1 reading) – **20 mins**
- 7. REPORT** Deer Management Update and Urban Archery Ordinance Recommendations – **15 mins**

OTHER BUSINESS
MATTERS BY THE PUBLIC

*ACTION NEEDED

GUIDELINES FOR PUBLIC COMMENT

**We welcome public comment;
it is an important part of our meeting.**

Time is reserved near the beginning and at the end of each regular City Council meeting for Matters by the Public.

Please follow these guidelines for public comment:

- If you are here to speak for a **Public Hearing**, please wait to speak on the matter until the report for that item has been presented and the Public Hearing has been opened.
- Each speaker has **3 minutes** to speak. Please give your name and address before beginning your remarks.
- Please **do not interrupt speakers**, whether or not you agree with them.
- Please **refrain from using obscenities**.
- If you cannot follow these guidelines, you will be escorted from City Council Chambers and not permitted to reenter.

**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	May 15, 2017
Action Required:	Appropriation
Presenter:	Mike Ronayne, Parks and Recreation
Staff Contacts:	Mike Ronayne, Parks and Recreation
Title:	Virginia Trees For Clean Water - \$5,500

Background:

The City of Charlottesville, through the Parks and Recreation Department, has been awarded a \$3,500 grant from Virginia Trees for Clean Water. This grant is administrated through the Virginia Department of Forestry. There is a required local match of at least \$3,500. A cash match of \$2,000 will be provided from the Parks Division operational budget and an in-kind match of \$2,250 will be provided by volunteer labor.

Discussion:

The grant will assist with ongoing efforts to manage invasive, undesirable plants in Pen Park by removing them and replacing the area with appropriate native trees and plants. Goats have been used in the past as part of the eradication process and large progress has already been made at Pen Park. This project is limited by manpower and funding, and this grant will help accelerate this ongoing project.

Alignment with City Council's Vision and Strategic Plan:

The project supports City Council's "Green City" vision by providing funds to replace undesirable trees and creating a more sustainable and healthy urban forest canopy in efforts to preserve and enhance the forested area of the City. The Pen Park Invasive Canopy Replacement Project satisfies several components of the Urban Forest Master Plan. It contributes to Goal 2 of the Strategic Plan, to be a safe, equitable, thriving and beautiful community, and objective 2.5, to provide natural and historic resources stewardship.

Community Engagement:

Charlottesville Parks and Recreation will be able to provide opportunities for the public to volunteer to plant trees with this grant. The Parks Division will be installing signage in this work area that explains the importance of removing invasive species and replacing them with native tree species and the impact it has on forest health and water quality in the community.

Budgetary Impact:

The funds will be expensed and reimbursed to a Grants Fund. The balance of funding, \$2,000, for the project will be transferred from the Parks Division. to pay for a Tree Maintenance Contract.

Recommendation:

Staff recommends approval of the appropriation of the grant funds.

Alternatives:

If grant funds are not appropriated, the Pen Park Canopy Replacement Project will be decelerated and will have to be funded entirely with local funds.

APPROPRIATION

Virginia Trees for Clean Water Grant

\$5,500

WHEREAS, the City of Charlottesville has received \$3,500 from the Virginia Department of Forestry through the Virginia Trees for Clean Water Grant in order to contribute to the Pen Park Canopy Replacement Project; and

WHEREAS, the City will contribute \$2,000 in funds from the Parks Department for cash-match, with the remainder match supplied by in-kind volunteer labor;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the sum of \$3,500 received from the Virginia Department of Forestry is hereby appropriated in the following manner:

Revenue

\$3,500	Fund: 209	IO: 1900281	GL: 430120
\$2,000	Fund: 209	IO: 1900281	GL: 498010

Expenditure

\$5,500	Fund: 209	IO: 1900281	GL: 599999
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Transfer

\$2,000	Fund: 105	CC: 3671001000	GL: 561209
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BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$3,500 from the Virginia Department of Forestry.

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**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	June 5, 2017
Action Required:	Approve Appropriation
Presenter:	Leslie Beauregard, Assistant City Manager
Staff Contacts:	Leslie Beauregard, Assistant City Manager Ryan Davidson, Senior Budget and Management Analyst Gail Hassmer, Chief Accountant
Title:	Transfer of funds for the Thomas Jefferson Health District Building to the Joint Health Department Building Fund

Background:

The City of Charlottesville and Albemarle County co-owns the Thomas Jefferson Health Department building on Rose Hill Drive. Previously the County had been serving as the fiscal agent while the City has managed the maintenance and capital type projects for the building. It's been a regular practice that whichever locality actually manages the projects of a jointly owned building, should also serve as fiscal agent, which is a more efficient way of providing these services than having two parties coordinate the efforts. The City and County entered into an MOU last summer that established the City as the fiscal agent and that the City will continue to manage the maintenance and capital projects for the health department. Upon the transfer of fiscal responsibilities to the City, the City received a check from Albemarle County for the remaining funds in the County's Health Department fund, and added the Health Department Building Account to City's Facility Repair Fund.

Discussion:

The Health Department Building Account was included in the F.Y. 2017 and F.Y. 2018 Budget Appropriations, with any funds received to be appropriated to the Facility Repair Fund (107). All funds received, by the City to this point, for the purposes general improvements, maintenance, and small capital projects related to the Thomas Jefferson Health Department have been deposited into the Facilities Repair fund. All of the corresponding expenditures have also been recorded in the Facilities Repair fund.

The Health Department funds were placed in their own cost center within the Facilities Repair fund to keep them separate. However, the state requires complete financial reports on all Joint Activities. These State financial reporting requirements have facilitated the need to account for the funds in their own separate fund. In order to fully meet these requirements, the existing funds will need to be transferred from the Facilities Repair fund to the Joint Health Department Building Fund, and any future funding will be appropriated to this fund.

Alignment with City Council's Vision and Strategic Plan:

N/A – This is an operational action and does not impact the strategic plan.

Community Engagement:

N/A

Budgetary Impact:

None - The F.Y. 2017 and F.Y. 2018 Adopted budget appropriations already include a section that appropriates the Health Department funding into the Facility Repair Fund. This action will simply transfer these funds from the Facility Repair Fund (107) into the newly created Joint Health Department Building Fund (982).

Recommendation:

Staff recommends approval of the appropriation.

Alternatives:

N/A

Attachments:

N/A

APPROPRIATION

Transfer of Health Department Building funding from the Facility Repair Fund (107) to the Joint Health Department Building Fund (982).

WHEREAS, the City of Charlottesville and Albemarle County entered into an MOU that established the City as the fiscal agent, and that State financial reporting requirements have facilitated the need to account for the Health Department Building funds in their own separate fund;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that all existing funds for FY 2017 in the Health Department Building Fund (Cost Center 2412008000, Funded Program FR-052) will need to be transferred from the Facilities Repair fund (107) to the Joint Health Department Building Fund (Fund 982, Cost Center 8601001000).

BE IT FURTHER RESOLVED, that the amount received as Health Department Building Account revenue for Fiscal Year 2017-2018 is hereby appropriated to the Joint Health Department Building Fund (982), to be used for general improvements, maintenance and small capital projects related to the Thomas Jefferson Health District building. Further, any unspent funds in the Joint Health Department Building Fund shall not be deemed to expire at the end of the fiscal year, but are hereby appropriated in the ensuing fiscal year unless further altered by Council.

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	June 5, 2017
Action Required:	Approve Appropriation
Presenter:	Diane Kuknyo, Director Department of Social Services
Staff Contacts:	Jenny Jones, Chief of Family Services, Department of Social Services Laura Morris, Chief of Administration, Department of Social Services
Title:	Additional Funding for Family Services Programs -- \$82,694

Background:

The Governor's Fiscal Year 2018 budget appropriated additional administrative funding to local departments of social services to assist with increased workloads in Family Services throughout the Commonwealth. **The Charlottesville Department of Social Services has received \$82,694 from this additional funding.**

Discussion:

Family Services Workers handle child protective service (CPS) investigations, foster care prevention, foster care, adoptions, and adult services/adult protective services cases. The Family Services workload has been increasing over the last 5 fiscal years. There was a 6.73% increase in CPS referrals between FY 15 and FY 16. There have been significant caseload increases in foster care prevention (21%), foster care (16%), and adult service/adult protective services (13%) over the first sixth months of the current fiscal year. The Department plans to use the additional funding to add one permanent full time family services worker to support the increasing workload.

Alignment with Council Vision Areas and Strategic Plan:

Approval of this agenda item aligns with Council's vision for the City of Charlottesville to **be a smart, citizen-focused government that works to employ the optimal means of delivering quality services.**

It is consistent with **Strategic Plan Goal 2: Be a Safe, Equitable, Thriving and Beautiful Community, Objective 2.4 Ensure families and individuals are safe and stable.**

Community Engagement:

Department staff work directly with citizens to provide social services, protect vulnerable children and adults, and promote self sufficiency.

Budgetary Impact:

The \$82,694 consists of \$69,876 (84.5%) of Federal and State funds with a need for \$12,818 (15.5%) of matching General Fund. The General Fund match will come from vacancy savings in Social Services in FY 2018. No new General Funds are being requested.

Recommendation:

Staff recommends approval and appropriation of these funds.

Alternatives:

Funds that are not appropriated will need to be returned to the Virginia Department of Social Services. If funds are not appropriated we will not be able to increase staffing for our mission critical work, and vulnerable children and adults will be at risk.

Attachments:

Appropriation

APPROPRIATION
Additional Funding for Department of Social Services Family Services Programs
\$82,694

WHEREAS, the Charlottesville Department of Social Services has received an additional \$82,694 in the Fiscal Year 2018 budget from the Virginia Department of Social Services to be used for Family Services staffing,

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$82,694 is hereby appropriated in the following manner:

Revenue – \$82,694

Fund: 212	Cost Center: 9900000000	G/L Account: 430080	\$69,876
Fund: 212	Cost Center: 9900000000	G/L Account: 498010	\$12,818

Expenditures - \$82,694

Fund: 212	Cost Center: 3301008000	G/L Account: 510010	\$46,800
Fund: 212	Cost Center: 3301008000	G/L Account: 511010	\$ 3,580
Fund: 212	Cost Center: 3301008000	G/L Account: 510020	\$15,327
Fund: 212	Cost Center: 3301008000	G/L Account: 511030	\$ 361
Fund: 212	Cost Center: 3301008000	G/L Account: 511040	\$ 8,766
Fund: 212	Cost Center: 3301008000	G/L Account: 510060	\$ 1,000
Fund: 212	Cost Center: 3301008000	G/L Account: 510130	\$ 2,350
Fund: 212	Cost Center: 3301008000	G/L Account: 525251	\$ 1,014
Fund: 212	Cost Center: 3301008000	G/L Account: 530030	\$ 294
Fund: 212	Cost Center: 3301008000	G/L Account: 530320	\$ 3,202

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**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	June 5, 2017
Action Required:	Approve Resolution
Presenter:	Leslie Beauregard, Assistant City Manager
Staff Contacts:	Leslie Beauregard, Assistant City Manager Lisa Robertson, Chief Deputy City Attorney
Title:	Thomas Jefferson Health Department Lease by City of Charlottesville/Albemarle County to Commonwealth of Virginia

Background:

The City of Charlottesville and Albemarle County co-own the Thomas Jefferson Health Department building on Rose Hill Drive. For many years, the building has been leased to the Commonwealth of Virginia for use by the local health department. Every five years, a new lease must be approved by the City Council and County Board of Supervisors (we refer to the new lease terms and conditions as being part of an amendment of the original lease; however, in fact, each 5-year cycle requires a new vote by the local governing bodies).

The Proposed Lease (“Second Amendment to Deed of Lease”) is attached for your review. Most terms remain the same as the original lease. For the most part, the terms and conditions set forth within the proposed Lease have been mandated by the Commonwealth of Virginia, including specific maintenance and capital projects that are to be completed to the building by specific dates, through its Department of General Services. As to Rent: the Commonwealth of Virginia has a formula by which they calculate the rent that they are willing to pay for premises with specific features. With this renewal cycle, the General Assembly’s formula has resulted in an increase in the annual rent which will be payable to the City, from \$55,000 a year to \$251,655. (The General Assembly approved the updated rent amount as part of their budget). Note: the rent amount paid by the Commonwealth to the City/County has always been set aside to serve as a fund for taking care of the building itself (maintenance repairs). Rent received from the Commonwealth will be used for various maintenance and capital projects on the building, including but not limited to the ADA improvements referenced in the Proposed Lease, as well as exterior maintenance, sidewalk repairs, interior refurbishments, basic landscaping and snow and ice removal as necessary. The City as fiscal agent provides all services associated with this building as referenced above.

Discussion:

The attached lease provides the following:

1. Annual rent amount in the amount of \$251,655 (which, as noted above, will be allocated into a building fund, which is managed by the City who serves as the fiscal agent of the fund)

2. The Free Clinic occupies a portion of the Health Department and this lease formally authorizes that arrangement.

Alignment with City Council's Vision and Strategic Plan:

N/A – This is an operational action and does not impact the strategic plan.

Community Engagement:

N/A. Because this is a lease from one public body to another, a public hearing is not required.

Budgetary Impact:

The F.Y. 2018 Adopted budget appropriation already includes a section that takes this new rent amount and the projected expenses into consideration. City Council is also being asked to approve on the June 5, 2017 consent agenda an appropriation to transfer the Health Department Building funds into a separate fund since the State requires a separate audit for the fund.

Recommendation:

Staff recommends approval of the resolution.

Alternatives:

N/A

Attachments:

Resolution; Proposed Lease Amendment

RESOLUTION

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

Second Amendment to Deed of Lease dated July 1, 1995, between City of Charlottesville and County of Albemarle, Virginia (“Lessors”) and the Commonwealth of Virginia, Department of General Services (“Lessee”), also commonly referred to as the Health Department Lease.

SECOND AMENDMENT TO DEED OF LEASE

This **SECOND AMENDMENT TO DEED OF LEASE** (this “Second Amendment”), by and between the CITY OF CHARLOTTESVILLE and the COUNTY OF ALBEMARLE, Virginia (together, “Lessors”) and the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF GENERAL SERVICES (“Lessee”) amends that certain Deed of Lease dated July 1, 1995 (the “Original Lease”) by and between the Lessors and the Virginia Department of Health (“VDH”), as previously amended by the Lessors and VDH dated July 22, 2009 (the “First Amendment”)(together, the “Lease”).

WITNESSETH:

WHEREAS the parties hereto desire to amend the Lease, and for and in consideration of the terms, conditions, covenants promises, benefits and agreements herein provided, the sufficiency of which is acknowledged by each party,

NOW, THEREFORE, the parties do hereby set forth their agreement for amendment of the Lease, as follows:

1. **TERM. Section 1** of the Lease is deleted and replaced with the following:

(A) Pursuant to the First Amendment, the Lease expires on June 30, 2017. The parties hereby agree to a new lease term of five (5) years (the “Extended Term”), commencing on July 1, 2017 (“Commencement Date”) and continuing until midnight on June 30, 2022 (“Expiration Date”). Sections 10 and 11 of the Lease shall be and remain in full force and effect and shall apply to the Extended Term, except that the three (3) month notices referenced in Section 11(A) are hereby changed to six (6) months. Throughout the Lease, all references to the “initial term” shall be deemed and construed as including the Extended Term.

(B) Holdover tenancy: in the event that Lessee timely gives the notice required by section 1(B), above, and the parties are negotiating rent in good faith beyond the Expiration Date, then the Lessee shall be deemed a month-to-month Tenant subject to all terms and conditions of the expired Lease. The month-to-month tenancy shall terminate on such date as either party gives notice to the other in accordance with Section 12 of the Lease.

2. **RENT. Section 2** of the Lease is deleted and replaced with the following:

Lessee covenants to pay Lessors the sum of **\$251,655** per year, as rent for the Demised Premises (“Rent”), payable in equal quarterly installments due and payable in arrears on the last day of each fiscal quarter. Rent shall be made payable to the City of Charlottesville and mailed or delivered to: Attention: Department of Finance, P.O. Box 911, Charlottesville, Virginia, or to such other party or address as the Lessors may from time to time designate in writing.

3. **PURPOSE AND USE OF DEMISED PREMISES.** Section 3 of the Lease is deleted and replaced with the following:

- (A) The Demised Premises may be used and occupied by the Lessee, for and in connection with the operations and services of the Charlottesville-Albemarle Health Department of the Thomas Jefferson Health District, a department of the Commonwealth of Virginia, its officials, employees and agents. The Demised Premises may not be used for any other purpose(s) or use(s) other than as may be authorized by the Lessors' advance written consent; and
- (B) The Lessee may authorize the Charlottesville Free Clinic (the "Licensee"), a Virginia non-profit corporation, to use and occupy the Demised Premises during Lessee's tenancy under the Lease, under such terms and conditions as may be authorized by the Lessee within a written License Agreement. Any such License Agreement shall not contain terms inconsistent with any provisions of this Lease, and it shall not constitute an assignment of this Lease, in whole or in part. The Licensee shall have no privity of contract with the Lessors. The Lessors acknowledge that the License Agreement dated June 12, 2009 was consented to by them in the First Amendment.
- (C) Lessee requires that the Lessors must include as part of this Lease the Firearms Rider attached hereto as **Exhibit B**. The Lessee acknowledges that the Firearms Rider is not a negotiated term of this Lease, but one that has been imposed by the Virginia Department of General Services pursuant to Executive Order 50 of the Governor of the Commonwealth of Virginia. Under no circumstances shall the Lessors' approval of this Lease, or their execution of this Lease document, be deemed a violation of Virginia Code §15.2-915(A), or any other state statute that prohibits or restricts localities from regulating the possession or carrying of firearms. Lessors shall have no obligation, and shall undertake no responsibility, for enforcement or administration of the provisions of the Firearms Rider.

4. **IMPROVEMENTS BY LESSORS.**

Section 5(D) of the Lease is deleted and replaced with the following:

(D) Lessors shall make the following improvements to the Demised Premises pursuant to the attached **Exhibit A** of the Property Condition Assessment Report by EMG dated October 3, 2015) as follows:

Within 12 months of the Commencement Date:

- (1) All ADA improvements completed:
 - o 356172
 - o 356164
 - o 356170
 - o 356169

- 356171
 - 356165
 - 356168
 - 356167
 - 356166
- (2) Fire alarm control panel replacement:
- 356319
- (3) Replace all water damaged ceiling tiles.

Within 24 months of the Commencement Date:

- (4) Brick upper exterior pointed
- 356207 Caulking, expansion joints, 1"x1/2", remove and replace
 - 356206 Repair precast concrete panels due to minor cracks and rust
 - 356204 Point brick wall upper floor
 - 356209 Curtain wall, metal and seal maintenance
- (5) Patch/repair/seal asphalt and sidewalks in parking lots

Within 36 months of the Commencement Date:

- (6) Interior refurbishment other than ceiling tiles
- a. 356287 Gypsum Board/Plaster/Metal, Interior Wall, Prep & Paint
 - b. 356289 Vinyl Tile Flooring, Replace
 - c. 356288 Carpet, Standard Commercial, Medium Traffic, Replace

Within 48 months of the Commencement Date:

- (7) Replace acoustical tile ceiling
- 356290

5. **Section 5** of the Lease is further amended, to add a new section 5(E), as follows:

5(E) Lessors reserve a right of entry, pursuant to which Lessors, their employees, agents and contractors, shall have the right to enter and/or pass through any part of the Demised Premises, without prior notice: (i) in case of emergency and (ii) to provide scheduled maintenance services, and (iii) to exercise any other right or obligation of Lessors under this Lease. If Lessors exercise this right of entry in an emergency, then as soon as practicable before or after such emergency entrance, Lessors shall contact the VDH Business Manager and advise that official of such entry. With respect to entry under item (iii), notice of such entry shall be given in advance of such entry. In any event, nothing herein gives to Lessors or their employees, agents or contractors any right to violate the privacy of the patients of the clinic, and due care shall be given at all times to avoid any such invasion of privacy.

6. **UTILITIES AND ROUTINE MAINTENANCE. Section 6** of the Lease is amended to add new sections 6(D), 6(E), 6(F), 6(G) and 6(H), as follows:

6(D) *Utilities*--Lessee shall obtain and pay for all heating, air conditioning, electricity, water, and sewage, and other utilities, as may be necessary or desirable for its use and occupancy of the Demised Premises.

6(E) *Janitorial*--Lessee shall provide and pay for janitorial services and supplies as may be necessary or desirable for its use and occupancy of the Demised Premises. Lessors shall provide for collection of refuse from a centralized dumpster.

6(F) *Elevator maintenance and inspections*—Lessors shall provide and pay for routine maintenance and inspections, as well as repair and replacement, of the building elevator.

6(G) *Snow and ice removal*—Lessors shall provide and pay for snow removal from the parking lots, pedestrian walkways, vehicle travel ways, handicapped-accessible ramp, and other exterior areas appurtenant to and part of the Demised Premises.

6(H) *Exterior landscaping*—Lessors shall provide and pay for routine mowing and other maintenance of grass and all landscaping appurtenant to the Demised Premises.

7. **IMPROVEMENTS AND ALTERATIONS OF DEMISED PREMISES.** Section 8 of the Lease is deleted and replaced with the following:

(A) Lessee, or a licensee of Lessee with Lessee's permission, may make such alterations, modifications, additions and/or improvements upon or to the Demised Premises as Lessee deems desirable or advisable; provided, however, that any structural, mechanical or electrical alterations (e.g., alterations to the building roof, building foundation; load-bearing interior walls; exterior walls; replacement of windows; heating and air conditioning systems; electrical systems; fire suppression and/or alarm systems, elevator, etc.) shall require the prior written consent of the Lessors, following an opportunity to review plans for such work. Fixtures and non-structural partitions made and/or installed by Lessee shall remain the property of Lessee and, upon termination of this Lease may, at Lessee's option, be removed.

(B) Lessors shall have the right to make such alterations, modifications, additions and/or improvements upon or to the Demised Premises as Lessors deem necessary or advisable for the purposes of complying with its obligations under this Lease.

8. **DISCLOSURES; NON-WAIVER; APPROPRIATIONS.** Section 11 of the Lease is amended as follows:

The Section heading is changed to read as follows:

**11. TERMINATION; IMMUNITY OF GOVERNMENT ENTITIES;
APPROPRIATIONS**

Sections 11(B) and (C) of the Lease are deleted and replaced with the following:

11 (B) Sovereign Immunity. Lessors understand and acknowledge that Lessee and VDH are agencies of the Commonwealth of Virginia and with respect to tort liability for acts or occurrences on or about the Demised Premises, including product liability, the Commonwealth, Lessee and VDH are either (i) constitutionally immune (or partially immune) from suit, judgment or liability, (ii) insured, or (iii) covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices. No provision, covenant or agreement contained in the Lease shall be deemed to be a waiver of the sovereign immunity of the Commonwealth of Virginia, Lessee or VDH, from tort or other liability.

Lessors hereby expressly reserve all sovereign, governmental and official immunity(ies) available to them under the laws of the Commonwealth of Virginia.

11 (C) No Indemnification. Lessors understand and acknowledge that Lessee and VDH have not agreed to provide any indemnification or save harmless agreements running to Lessors. Lessee understands and acknowledges that Lessors have not agreed to provide any indemnification or save harmless agreement running to Lessee or any licensee of Lessee.

New sections 11(D), 11(E) AND 11(F) are added, as follows:

11 (D) Choice of Law. The Lease shall be governed by, and construed according to, the laws of the Commonwealth of Virginia.

11 (E) Dissolution or Restructuring of VDH. Notwithstanding any other provision of the Lease, if VDH shall cease to exist, and is not replaced by a successor entity with similar powers and purposes, or its powers and authority are limited so as to not permit the continued use of the Demised Premises for its intended purpose and use, then the Lease shall terminate.

11 (F) Non-Appropriation. Agencies of the Commonwealth of Virginia, and political subdivisions of the Commonwealth, cannot expend funds unless appropriated by the Virginia General Assembly or their governing bodies, respectively, and may not obligate a future session of the Virginia General Assembly or of a local governing body. It is further understood that the Rent paid by Lessee is derived from appropriations (or federal funding) made to VDH and paid over to Lessee. Therefore, notwithstanding any provision in the Lease to the contrary, if any session of the Virginia General Assembly fails to appropriate funds for the continuance of the Lease for all Occupants, the Lease and all obligations hereunder shall automatically terminate upon depletion of the then currently appropriated or allocated funds. Likewise, the performance of Lessors' obligations under the Lease are expressly made subject to the availability and

appropriation of funds for such purpose by Lessors' respective governing bodies. In the event that the Lessors are unable to meet their obligations herein due to a lack of sufficient appropriation, Lessee reserves the right to terminate this Lease.

9. **NOTICES. Section 12** of the Lease is amended as follows:

12(B): The address for notices to the Division of Real Estate Services, as previously amended in ¶ 4 of the First Amendment, is changed to the following: Division of Real Estate Services, ATTN: Director, 1100 Bank Street, 3rd Floor, Richmond, Virginia 23219.

A new section 12(D) is added, as follows:

12(D) It being acknowledged that the Lessors herein are two distinct governmental bodies, and that any action taken by one does not constitute the action of the other, the following rules apply with respect to notices:

- (1) Any notice sent to the Lessee must be sent by both Lessors. If a notice is sent by only one Lessor it shall have no effect whatsoever. However, if a subsequent identical notice is sent by the other Lessor, then the provisions of such notice shall be deemed effective as of the receipt of the second notice.
- (2) If a request is sent by the Lessee seeking the consent of the Lessors to take some action (e.g., to make improvements to the Demised Premises), the action shall be approved when both Lessors have approved it. If the consent is made conditional, then the consent shall be deemed conditioned only to the extent that both Lessors have set out the same conditions. However, to the extent that the Lessors have an obligation under the Lease, as amended, to act reasonably, and one Lessor fails to respond in a reasonable time to a request by the Lessee while the other Lessor has approved the request, the request shall be deemed approved.
- (3) To the extent that the Lessors have any obligation to perform an action (e.g., lawn maintenance), the obligation shall be deemed to be that of both Lessors, with the understanding, however, that if either Lessor fulfills the obligation then the obligation will be deemed fulfilled.

10. **MODIFICATION AND ASSIGNMENT. Section 15** of the Lease is deleted and replaced with the following:

15(A) This Lease shall not be modified, altered or amended except by mutual written agreement executed by Lessors and Lessee with the same formality as the Lease.

15(B) Lessee may not assign this Lease, or sublet the Demised Premises, without the written consent of the Lessors, which consent shall not be unreasonably withheld or delayed, except that Lessee may assign this Lease to another agency of the Commonwealth of Virginia without Lessors' consent. Any assignment of the Lease shall be subject to all of the terms, conditions and requirements of this Lease.

15(C) Lessors acknowledge that the Lease has been assigned by VDH to the Commonwealth of Virginia, Department of General Services. Lessors consent to this assignment. The Department of General Services, through its Division of Real Estate Services, is responsible for the leasing of space for the use of agencies of the Commonwealth of Virginia. The Department, as Lessee herein, does not contemplate that it will occupy the Demised Premises itself, but rather that the Premises will be used by VDH. VDH shall have the benefit of any rights of Lessee associated with the Lease. VDH is authorized to deal directly with Lessors concerning routine maintenance and repairs, building access, entry of Lessors onto the Demised Premises and similar matters; provided, however, that nothing herein prevents Lessee from dealing directly with Lessors as to any such matters. Lessors shall deal solely with Lessee as to change orders, major repairs, insurance, untenability, breaches or defaults, termination, extensions of the term (including any option terms), and additional charges imposed by Lessors (as may be authorized by the Lease or subsequent agreement of the parties).

11. MISCELLANEOUS.

- (A) Except as amended by this Second Amendment to Deed of Lease, the Lease provisions shall be and remain in full force and effect.
- (B) This Second Amendment to Deed of Lease shall not be effective or binding unless and until signed by all parties and approved by the Governor of Virginia pursuant to Section 2.2-1149 of the Code of Virginia (1950), as amended.

[Signatures begin on next page]

IN WITNESS WHEREOF, the parties have affixed their signatures and seals.

LESSOR: CITY OF CHARLOTTESVILLE

By: Maurice Jones, City Manager

Signature: _____

Date: _____

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to wit:

The foregoing Second Amendment to Deed of Lease was acknowledged before me this _____ day of _____, 201__ by Maurice Jones acting in his/her capacity as City Manager of the City of Charlottesville, Virginia.

My commission expires: _____

Registration No. _____

Notary Public

LESSOR: COUNTY OF ALBEMARLE

By: Douglas C. Walker, Interim County Executive

Signature: _____

Date: _____

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to wit:

The foregoing Second Amendment to Deed of Lease was acknowledged before me this _____ day of _____, 201__ by Douglas C. Walker acting in his/her capacity as Interim County Executive of the County of Albemarle, Virginia.

My commission expires: _____

Registration No. _____

Notary Public

**LESSEE: COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES**

By: _____
Title: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to wit:

The foregoing Second Amendment to Deed of Lease was acknowledged before me this _____ day of _____, 201__ by _____ acting in his/her capacity as _____ of the Commonwealth of Virginia, Department of General Services, on behalf of the agency.

My commission expires: _____

Registration No. _____

Notary Public

Recommend Approval:
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES

Director

APPROVED BY THE GOVERNOR

Pursuant to Section 2.2-1149 of the Code of Virginia (1950), as amended, and by the authority delegated to me under Executive Order 88 (01), dated December 21, 2001, I hereby approve this Second Amendment to Deed of Lease and execute this instrument for and on behalf of the Governor or Virginia.

Secretary of Administration

Date:

EXHIBIT A

Property Condition Assessment Report

(Copy Attached)



PROPERTY CONDITION ASSESSMENT

CITY OF CHARLOTTESVILLE
Department of Public Works Facilities Management
305 4th Street, Northwest
Charlottesville, Virginia 22903
Mr. Tim Breitenbach



**PHYSICAL NEEDS ASSESSMENT
AND LIMITED ADA ASSESSMENT REPORT**
of
HEALTH DEPARTMENT-CHARLOTTESVILLE
1138 Rose Hill Drive
Charlottesville, Virginia 22903

PREPARED BY:

EMG by Joseph Abbate;
10461 Mill Run Circle, Suite 1100
Owings Mills, Maryland 21117
800.733.0660
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REVIEWED BY:

Edward Beeghly
Program Manager
800.733.0660, x7607
ebeeghly@emgcorp.com

EMG Project #: 116643.15R-001.170
Date of Report: October 3, 2015
On site Date: September 22, 2015

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ENGINEERING PEACE OF MIND

**EXHIBIT B
FIREARMS RIDER**

This Firearms Rider (the “**Rider**”) is incorporated into the lease (the “**Lease**”) dated March 25, 2009, by and between Commonwealth of Virginia, by the Charlottesville Health Department (“**Tenant**”) and the City of Charlottesville and the County of Albemarle (“**Landlord**”) with respect to 1138 Rose Hill Avenue, Charlottesville, Virginia 22906. All capitalized terms not otherwise defined in this Rider shall have the same respective meanings as set forth in the Lease.

Landlord hereby acknowledges the following:

1. Possession or carrying, whether open or concealed, of any firearm by any person is prohibited in and on State Offices. For purposes of this Rider, “**State Office**” means the property or premises that is the subject of the Lease, but excludes parking lots or parking facilities. Entry upon a State Office in violation of this prohibition is expressly forbidden. This prohibition does not apply to law-enforcement officers, authorized security personnel, or military personnel, when such individuals are authorized to carry a firearm in accordance with their duties, and when they are carrying the firearm within that authority. It also does not apply to state employees where the employee’s position requires carrying a concealed firearm.

2. Notwithstanding anything in the Lease to the contrary, signs indicating the prohibition against carrying firearms, whether open or concealed, shall be posted at all State Offices and may be posted in or on Common Areas, including parking lots and parking facilities. Signs shall be of a size and design approved by the Commonwealth of Virginia, Department of General Services and shall be paid for and installed by the Commonwealth of Virginia.

LANDLORD: CITY OF CHARLOTTESVILLE

By: _____
Name: _____
Title: _____

Date: _____

COUNTY OF ALBEMARLE

By: _____
Name: _____
Title: _____

Date: _____

**CITY OF CHARLOTTESVILLE, VIRGINIA.
CITY COUNCIL AGENDA.**



Agenda Date:	May 15, 2017
Action Required:	Public Hearing for Utility Rates- Proposed Adoption is June 5, 2017
Presenter:	Lauren Hildebrand, Director, Public Utilities Sharon O'Hare, Assistant Finance Director, City of Charlottesville
Staff Contacts:	Christopher V. Cullinan, Director of Finance Lauren Hildebrand, Director, Public Utilities Sharon O'Hare, Assistance Finance Director Teresa Kirkdoffer, Senior Accountant
Title:	Proposed Utility Rates for FY2018

Background:

The City of Charlottesville owns and operates public utilities for water, wastewater, natural gas, and stormwater. The word “utility” comes from the Latin word “ūtilitās” which means “useful”. The usefulness of the City’s utilities includes:

- **Convenience** – Service is delivered directly to or from your home or business.
- **Reliability** – Service is provided within reach 24 hours a day, 7 days a week, 365 days a year with few or no interruptions in service.
- **Quality** – The City has taken the lead in promoting projects to enhance the quality of utility services provided. Examples include replacement of the water distribution and wastewater collection pipelines, use of granular activated carbon to improve water quality and odor reduction improvements at the Moores Creek Advanced Water Resource Recovery Facility.
- **Safety** - Protecting public health and safety is a core part of the City’s utility service. The City (in conjunction with our partners at the Rivanna Water and Sewer Authority and Albemarle County Service Authority) has an exceptional track record of providing water that meets or exceeds all federal and state standards for public health. The Natural Gas Division has a robust safety program for our customers and the public to be cautious working around natural gas pipelines and how to detect gas leaks.
- **Sustainability** – The City promotes conservation of natural resources through a number of programs including water conservation kits, low flow toilets, rain barrels, and programmable thermostats. The success of these programs is evident by the trend of reduced water and natural gas consumption per customer. Conservation is good for both the environment and customer’s wallets as lower usage lowers utility bills.

Utility services are essential and invaluable on a daily basis to us as both individuals and a community. Thoughtful, deliberate planning and sufficient financial resources ensures efficient and orderly maintenance and operation of these systems. This need for investment in our utility systems is not without cost but must be balanced with affordability.

The budgets for each of the utilities have been thoroughly examined for opportunities to reduce costs

without sacrificing service. Reductions are based on either historic spending patterns or sufficient monies already on hand as a result from carrying funds forward from previous fiscal years. As a result of cost reductions and an expanding customer base, water rates are remaining unchanged and wastewater rates are increasing by only 0.25%. The cost of natural gas is increasing after several years of decline. As a result, rates for natural gas are increasing 3%. For City residential customers who receive water, wastewater, and natural gas (approximately 87% of City residents), their total utility bill is projected to increase by a little more than 1%.

Each of the City’s utilities is accounted for separately as enterprise funds. Enterprise funds are operated on a self-supporting basis, meaning that they are required to cover the full costs of providing its services. The City’s utilities are funded solely through their rates and related fees and charges and are not subsidized with general tax revenues. The utilities do not operate on a for-profit basis. Utility rates are calculated annually to bring each fund to a break-even point. However, given variable factors, such as weather, usage, and number of customers, the utilities can generate either an operating surplus or deficit during any given year. Any annual surpluses or deficits are accounted for and remain within their respective fund.

The City of Charlottesville will adopt water, wastewater, and natural gas rates for the upcoming fiscal year beginning July 1, 2017 (FY2018). This is the public hearing for the proposed utility rates which are scheduled to be adopted by City Council on June 5th, 2017.

Discussion:

The City is proposing the following rates in the water, wastewater, and gas utility:

- \$54.51/1,000 cubic feet (cf) of water,
- \$74.83/1,000 cf of wastewater, and;
- \$72.09/8,000 cf of natural gas.

Utility customers continue to conserve water and natural gas which is both good for the environment and their utility bill. The average residential water customer is using 422 cf per month compared to 427 cf per month last year. Similarly, the average residential gas customer is using 4,611 cf compared to 4,878 cf last year. Based on these usage figures and the proposed utility rates, the average residential customer is projected to spend the following per month:

	Current	Proposed	\$ Change	% Change
Water	\$27.00	\$27.00	\$0.00	0.00%
Wastewater	\$35.49	\$35.58	\$0.09	0.25%
Gas	\$45.99	\$47.37	\$1.38	3.00%
TOTAL	\$108.48	\$109.95	\$1.47	1.36%

For City residential customers who receive water, wastewater, and natural gas (approximately 87% of City residents), their total utility bill is projected to be rise by \$1.47 per month. For residential customers who receive just water and wastewater service, their utility bill will increase by less than \$0.09 per month.

Budgetary Impact:

Not adopting the recommended rates would impact both the Utility Funds and the General Fund. The Utility Funds are self-sustaining and they are supported 100% by self-generated revenues. Not

adopting the full rates would result in unbalanced budgets for the Utility Funds. In addition, City Council has adopted the General Fund budget for FY2018, which includes transfers from the Utility Funds in the form of payments-in-lieu-of-taxes (PILOT) and indirect cost allocations. Not adopting the proposed rates would result in decreased revenues to the General Fund.

Recommendation:

Staff recommends approval of the proposed rates.

Alternatives:

Maintaining existing rates will result in under a \$50,000 loss within the Water Fund and over \$600,000 loss within the wastewater fund. This would tax available fund balances for water and exhaust fund balances for wastewater, which would violate the City's long term financial policies by not meet the working capital requirements. Keeping FY2017 gas rates will result in a loss within the gas utility. If the utilities are not self-sustaining, the funds would either require subsidies from other City funds to maintain levels-of-service or reduced reliability and performance of the utility systems.

Attachments:

Operations Overview, At a Glance, Press Release, Ordinance.

Operations Overview



Water Distribution System



The City's water distribution system contains over 1,047 fire hydrants, 3,366 water valves and 180 miles of water main line ranging in size from 2" to 18" in diameter.

A Water Prioritization Study was completed in 2009, which identified 48 projects totaling \$7 million to be completed. Since 2009, additional projects were identified and added to the list and work has been completed on 58 water projects.

These projects aim to improve fire protection, reduce main breaks, improve overall water quality and address the undersized lines. Total length of pipe replaced to date for water projects is approximately 11.4 miles (60,177 linear feet) averaging about 2 miles (10,000 linear feet) per year. This work is continuing in FY2018.

Additional projects include the following:

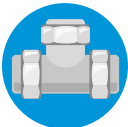
1. 17th Street NW Water Main Extension
2. Rugby Road Water Meter Replacements/ Gentry Lane Water Main Installation
3. Emmet Street/ Ivy Road Water Main Replacement
4. High Street Water Main Replacement
5. West Main Street Water Main Replacement (Summer of 2018)

The City has implemented a meter testing, recalibration, and replacement project that addresses all size meters at assessment frequencies determined by the meter size. Also as part of the meter replacement program, the City is evaluating customer consumption to verify that the meters are appropriately sized. Since regular water meters less accurately measure low flow rates, extra-sensitive "low-flow" ultrasonic meters will be installed in all applications.

The City has also performed annual system wide leak detection surveys. Leak audit surveys were completed in twelve of the past fourteen years and will continue annually.

In 2016, the City of Charlottesville was recognized for their water conservation efforts supporting the WaterSense program and for the second time in a row, received the 2016 Partner of the Year Award for the excellent water conservation efforts performed in 2015. The water conservation program was also recognized for their excellence in public information and communication with their use of social media from AWWA's Virginia Chapter.

Wastewater Distribution System



Charlottesville's sanitary sewer system extends to most areas of the City and consists of about 170 miles of pipe and 5,700 manholes.

In 2009, the City awarded a multi-year, multi-million dollar contract for sewer repair and rehabilitation. The work encompasses the rehabilitation of sewer manholes and sewer lines. In addition, crews have been performing CCTV (closed circuit televising) and smoke testing throughout the City system. Any deficient pipes or structures are immediately added to the list for rehabilitation/replacement under the same contract.

- To date, 39.7 miles or 209,627 linear feet of sewer lines have been replaced or rehabilitated.
- For FY2016, \$3,187,395 was spent on City wastewater projects.
- DEQ Consent Order that originated in August 5, 2011 has been terminated since terms have been met.

Stormwater Conveyance System



Charlottesville's stormwater conveyance system is integrated throughout the City's municipal boundary and consists of approximately 130 miles of pipe and approximately 8,250 structures.

Approximately 33% of the stormwater pipes and 28% of the stormwater structures located within the municipal boundary are City owned. Approximately 13 miles of the stormwater conveyance system carry streams that have been piped.

The City has had an active Stormwater Conveyance System Rehabilitation Program since 2010. The work encompasses the rehabilitation, replacement, and repair of vitrified clay and corrugated metal pipes and associated structures located in the City right of way and on City owned parcels. To date, approximately 10 miles of pipe have been rehabilitated. 90% of the pipes rehabilitated were vitrified clay and corrugated metal pipe. Approximately 120 structures have been rehabilitated

For FY2016, \$1,751,357 was spent on Stormwater Utility capital infrastructure improvements.

The City-wide Water Resources Master Plan was initiated in 2016. The goal of the plan is to apply criteria to select and prioritize capital projects that improve water resources and/or drainage issues. The final product, to be completed in 2017, is a drainage improvement capital improvement plan (CIP) and a water quality CIP. Projects included in the drainage CIP address a combination of historic and recent drainage issues. Projects in the water quality CIP focus on stormwater management retrofits.

Gas System

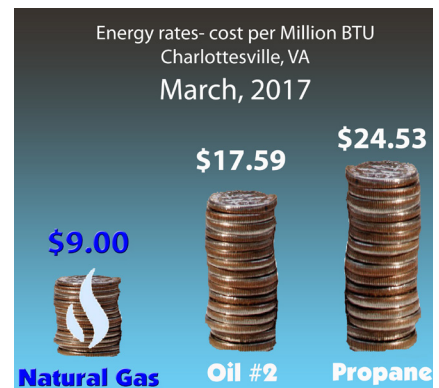
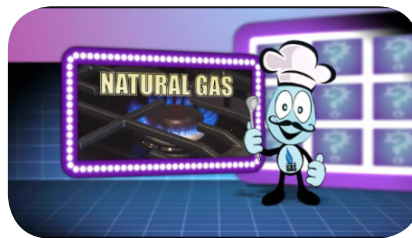


It has provided residents of Charlottesville and urban areas of Albemarle County with safe, efficient, reliable, and economical service for over 150 years. Charlottesville Gas currently has over 21, 000 customers and maintains 330 miles of gas lines and 270 miles of gas service lines.

The Virginia Division of Utility and Railroad Safety has recently announced Charlottesville Gas as this year's winner of the annual Damage Prevention Leadership Award. The Damage Prevention Leadership Award was established to recognize individuals, companies or stakeholder groups who have demonstrated a significant impact on damage prevention in Virginia through different leadership roles. Recipients are voted on by the Damage Prevention Advisory Committee before being presented to the Commission for approval.

Charlottesville Gas' damage prevention program took off in 2014 with the implementation of the outreach program "Dig with Care" and the outsourcing of its gas line location operation. The program includes a series of "Marty's Minute" radio spots, annual VA811 Day celebrations, excavation safety training workshops, distributing VA811 kits to local contractors, and outsourcing the utility location process to improve its accuracy. Charlottesville Gas' mascot, Flicker the Flame, also contributed to spreading awareness about safe digging and calling VA811. Since the program's start, there has been a 75% reduction in gas line damage caused by third party excavators.

Gas Marketing and Gas Public Awareness Programs



At A Glance

City of Charlottesville

FY2018

Utility Rate Report



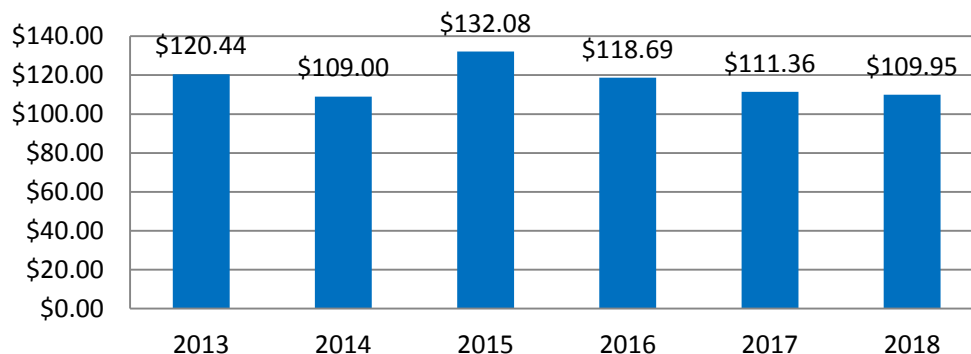
The following material provides a brief summary of the rate and fee recommendations for water, wastewater, and natural gas for FY2018. All rates will go into effect July 1, 2017. For a thorough explanation and details of the recommendations please consult the complete Proposed Utility Rate Report FY2018.

The City is proposing the following changes in the water, wastewater, and gas utility. The rates are based on average single family household usage per month (422 cf of water and wastewater, 4,611 cf of gas):

	Current	Proposed	Change	Percent
Water	\$27.00	\$27.00	\$ 0	0.00%
Wastewater	\$35.49	\$35.58	\$0.09	0.25%
Gas	\$45.99	\$47.37	\$1.38	3.00%
Total	\$108.48	\$109.95	\$1.47	1.36%

As a result of water and energy conservation, in conjunction with the proposed FY2018 rates, the average customer's total utility bill (for customers receiving all three utilities) will be lower than last year and the lowest in three years.

Total Monthly Utility Bill for Average Residential Customer
(water, wastewater, gas)



Water Rates

The proposed composite rate for FY2018 for 1,000 cubic feet of water is unchanged from FY2017 and remains at \$54.51.



Impact on the Customer

The average single-family household uses 422 cf/month (3,157 gallons/month; approximately 105.2 gallons/day). To the extent an individual customer's usage differs from the average will determine the impact of the proposed rate on their bill.

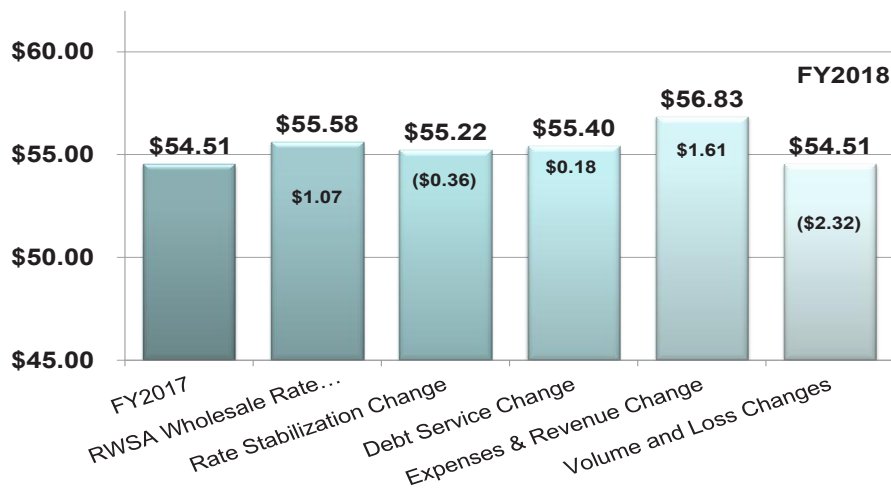
- **The monthly bill for the average single-family customer will remain \$27.00.**
- The monthly bill for the customer who uses 1,000 cubic feet of water per month (and including the \$4.00 monthly charge) will remain unchanged at \$58.51.

Factors Influencing the Water Rate

The impact of each component on the final rate is depicted below.

- Increasing wholesale rate from RWSA increased the City's rate by \$1.07.
 - The \$50,000 increase in the use of rate stabilization funds reduces the rate by \$0.36.
 - The \$25,000 increase in debt service resulted in an increase of \$0.18.
 - The change in operating expenses and revenue caused an increase in the rate of \$1.61.
 - The increase in volume and number of customers that resulted in a \$2.32 reduction in the rate.
- These factors resulted in an increase in rate to \$54.51, which is the same rate as FY2017.

Impacts on Water Rate (per 1,000 cf)



Wastewater Rates

The proposed rate for 1,000 cubic feet of wastewater FY2018 is \$74.83, a 0.29% change.



Impact on the Customer

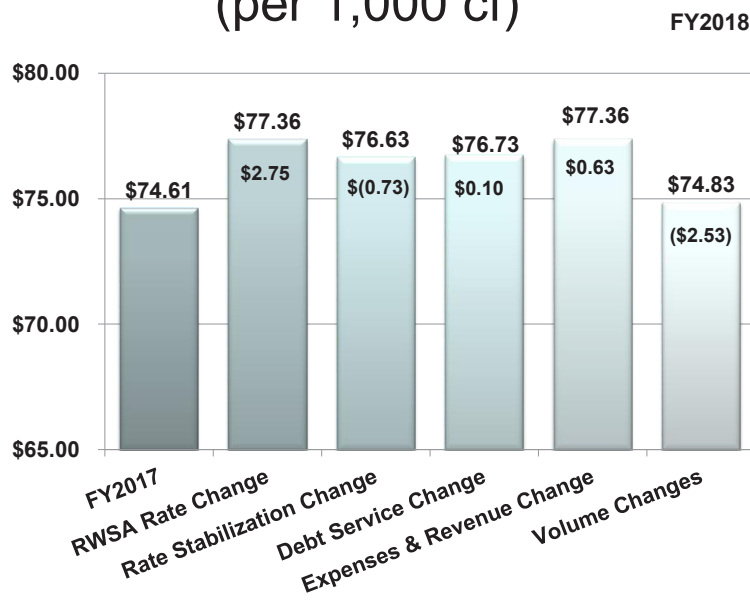
- **The average monthly wastewater bill for the single-family customer, who uses 422 cubic feet of water, will rise from \$35.49 to \$35.58, an increase of \$0.09 or 0.25%.**
- The monthly bill for the customer who uses 1,000 cubic feet of water per month (and including the \$4.00 monthly charge) will rise from \$78.61 to \$78.83, an increase of \$0.22 or 0.28%.

Factors Influencing the Wastewater Rate

The impact of each component on the final rate is depicted below.

- The increase in the treatment rate from RWSA increases the City's rate an additional \$2.75 to \$77.36.
- The use of an additional \$100,000 in rate stabilization funds produces a decrease in the wastewater rate by \$0.73 to \$76.63.
- A \$15,000 rise in debt service will cause the rate to increase \$0.10 to \$76.73.
- Changes in City expenses and revenue results in an increase in the rate of \$0.63 to \$77.36/cf.
- The change in treatment volume and number of customers causes a decrease in the rate of \$2.53 for a final rate per 1,000 cf of \$74.83, which is 0.22% higher than FY2017.

Impacts on Wastewater Rate (per 1,000 cf)



Gas Rates

Proposed firm rates for July 1, 2017 are (3.31%) higher for the typical firm customer using 8,000 cf than the rates for March, 2016. Firm customers include all types of customers (residential, commercial and industrial) for whom gas supplies are guaranteed to be available all year long without interruption.



Impact on the Customer

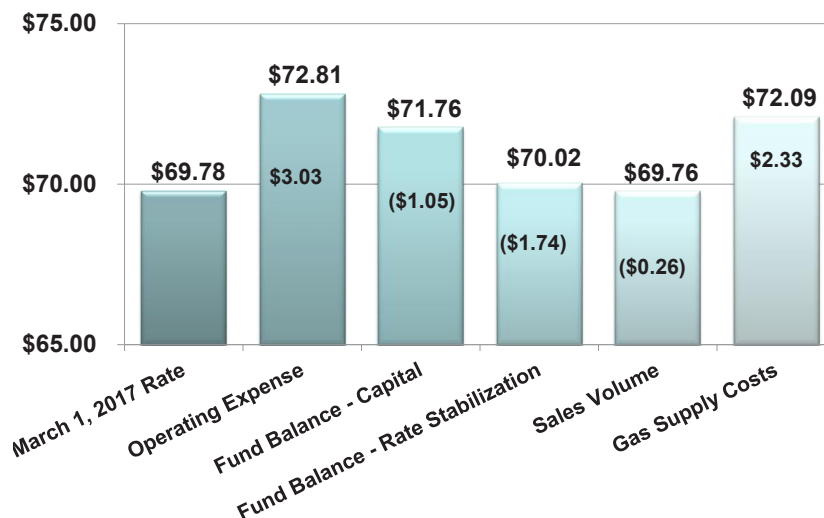
- **For a representative residential monthly consumption of 8,000 cf, the monthly bill will increase from \$69.78 to \$72.09, an increase of 3.31%.**
- The average single-family household, who consumes 4,611 cf of gas, will see the monthly bill increase from \$45.99 to \$47.37, an increase of 3.00%.

Factors Influencing the Gas Rate

Continued growth in our customer base and a changing gas wholesale market contribute to the 3.31% increase to firm customers. The proposed increase to firm customers is due to the following:

- The total non-gas operating budget increased by \$147,294 from FY2017 to FY2018, or 1.83%, resulting in a \$3.03 increase due to increased operating expenses.
- Fund balance is used to defray the cost of capital, resulting in a \$1.05 decrease.
- Fund balance is used to help stabilize rates, which reduced the rate by \$1.74
- The sales volume for firm customers decreased in FY2018 by 95,180 dth causing the gas rate to decrease by \$0.26.
- The total gas supply costs resulting in a \$2.33 increase and a new rate of \$72.09.

Impacts on Gas Rate
(per 8,000 cf)



CHARLOTTESVILLE, VA - The City of Charlottesville announced today that staff will present the FY 2018 Utility Rate Recommendations to City Council at their regular meeting on May 15, 2017, at 7pm in City Council Chambers.

The City is proposing the following changes in the water, wastewater, and gas utility. The rates are based on average single family household usage per month:

	Current	Proposed	Change	Percent
Water	\$ 27.00	\$ 27.00	\$ -	0.00 %
Wastewater	35.49	35.58	0.09	0.25
Gas	45.99	47.37	1.38	3.00
Total	\$ 108.48	\$ 109.95	\$ 1.47	1.36 %

For Customers using water, wastewater, and gas the monthly charge will increase by \$1.47 or 1.36% of the combined charges for the average single family residential house using 422 cubic feet of water and 4,611 cubic feet of gas.

The rates charged to our customers are derived from wholesale charges from the Rivanna Water and Sewer Authority (RWSA), BP Gas, operating expenses of the City utilities, and debt service cost.

The entire Utility Rate Report recommendation can be found on the City website, www.charlottesville.org/ubo.

**AN ORDINANCE
AMENDING AND REORDAINING CHAPTER 31 (UTILITIES) OF THE CODE
OF THE CITY OF CHARLOTTESVILLE, 1990, AS AMENDED,
TO ESTABLISH NEW UTILITY RATES AND SERVICE FEES
FOR CITY GAS, WATER AND SANITARY SEWER.**

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

1. Sections 31-56, 31-57, 31-60, 31-61, 31-62, 31-153, 31-156 and 31-158 of Chapter 31, of the Code of the City of Charlottesville, 1990, as amended, are hereby amended and reordained as follows:

CHAPTER 31. UTILITIES

ARTICLE II. GAS

DIVISION 2. TYPES OF SERVICE; SERVICE CHARGES

Sec. 31-56. Rates - Generally.

The firm service gas rates based on monthly meter readings shall be as follows:

Basic Monthly Service Charge	\$ 10.00	
First 3,000 cubic feet, per 1,000 cubic feet	\$ 8.0201	<u>\$8.2781</u>
Next 3,000 cubic feet, per 1,000 cubic feet	\$ 7.5389	<u>\$7.7814</u>
Next 144,000 cubic feet, per 1,000 cubic feet	\$ 6.7369	<u>\$6.9536</u>
All over 150,000 cubic feet, per 1,000 cubic feet	\$ 6.5765	<u>\$6.7880</u>

Sec. 31-57. Same--~~Summer~~ air conditioning.

(a) Gas service at the rate specified in this paragraph ("air conditioning rate") shall be available to customers who request such service in writing and who have installed and use air conditioning equipment operated by natural gas as the principal source of energy. The air conditioning rate will be ~~\$7.1571~~ \$7.3171 per one thousand (1,000) cubic feet of gas used per month.

(b) The director of finance may, when it is impracticable to install a separate meter for air conditioning equipment, permit the use of one (1) meter for all gas delivered to the customer, in which instance the director of finance shall estimate the amount of gas for uses other than air conditioning and shall bill for such gas at the rates provided in applicable sections of this division.

...

Sec. 31-60. Interruptible sales service (IS).

(a) *Conditions. . . .*

(b) *Customer's agreement as to discontinuance of service. . . .*

(c) *Basic monthly service charge.* The basic monthly charge per meter for interruptible sales service (“IS gas”) shall be sixty dollars (\$60.00).

(d) *Rate.* For all gas consumed by interruptible customers the rate shall be ~~\$5.6652~~ \$5.8319 per one thousand (1,000) cubic feet for the first six hundred thousand (600,000) cubic feet, and ~~\$4.3750~~ \$4.5763 per one thousand (1,000) cubic feet for all volumes over six hundred thousand (600,000) cubic feet.

(e) *Annual Minimum Quantity.* Interruptible rate customers shall be obligated to take or pay for a minimum quantity of one million two hundred thousand (1,200,000) cubic feet of gas annually. Each year, as of June 30, the director of finance shall calculate the total consumption of each interruptible customer for the preceding twelve (12) monthly billing periods, and shall bill any customer that has consumed less than the minimum quantity for the deficient amount at the rate of ~~\$4.3750~~ \$4.5763 per one thousand (1,000) cubic feet. Any new customer shall be required to enter into a service agreement with the City prior to the start of service. If an interruptible customer terminates service the annual minimum requirement shall be prorated on the basis of one hundred thousand (100,000) cubic feet per month for each month the customer has received service since the last June 30 adjustment.

(f) *Contract required. . . .*

Section 31-61. Interruptible Transportation Service (TS).

(a) *Generally. . . .*

(b) *Rates.* The rates for interruptible transportation service (“TS gas”) shall be as follows:

- (1) \$3.6347 per decatherm for a combined IS and TS customer, and
- (2) ~~\$3.1808~~ \$3.2827 per decatherm for a customer receiving only TS gas, and
- (3) ~~\$1.8869~~ \$1.9569 per decatherm, for customers who transport 35,000 or more decatherms per month (“large volume transportation customers”), regardless of whether such large volume transportation customer receives only TS gas, or also receives IS service.

(c) *Basic Monthly Service Charges. . . .*

(d) *Special terms and conditions. . . .*

- (e) *Extension of facilities. . . .*
- (f) *Billing month. . . .*
- (g) *Lost and unaccounted-for gas. . . .*
- (h) *Combined IS and TS customer using more than provided or scheduled by customer....*
- (i) *TS Customer providing more gas, or less gas, than customer's usage. . . .*
- (j) *Other terms and conditions. . . .*

Section 31-62. Purchased gas adjustment.

In computing gas customer billings, the basic rate charges established under sections 31-56, 31-57, 31-60 and 31-61 shall be adjusted to reflect increases and decreases in the cost of gas supplied to the city. Such increases or decreases shall be computed as follows:

(1) For the purpose of computations herein, the costs and charges for determining the base unit costs of gas are:

- a. Pipeline tariffs;
- b. Contract quantities; and
- c. Costs of natural gas, in effect or proposed as of March 1, ~~2016~~ 2017.

(2) Such base unit costs are ~~\$3.2613~~ \$4.412 per one thousand (1,000) cubic feet for firm gas service and ~~\$1.9814~~ \$3.1235 per one thousand (1,000) cubic feet for interruptible gas service.

(3) In the event of any changes in pipeline tariffs, contract quantities or costs of scheduled natural gas, the unit costs shall be recomputed on the basis of such change in accordance with procedures approved by the city manager. The difference between the unit costs so computed and the base unit costs shall represent the purchased gas adjustment to be applied to all customer bills issued beginning the first billing month after each such change.

ARTICLE IV. WATER AND SEWER SERVICE CHARGES

...

Sec. 31-153. Water rates generally.

(a) Water rates shall be as follows:

	<u>May-September</u>	<u>October-April</u>
(1) Monthly service charge.	\$4.00	\$4.00
(2) Metered water consumption, per 1,000 cu. ft .	\$62.78	\$48.29

(b) This section shall not apply to special contracts for the consumption of water which have been authorized by the city council.

...

Sec. 31-156. Sewer service charges generally.

(a) Any person having a connection directly or indirectly, to the city sewer system shall pay therefor a monthly charge as follows:

(1) A basic monthly service charge of four dollars (\$4.00).

(2) An additional charge ~~of seventy four dollars and sixty one cents (\$74.61)~~ seventy four dollars and eighty three cents (\$74.83) per one thousand (1,000) cubic feet, of metered water consumption.

(b) Any water customer not discharging the entire volume of water used into the city's sanitary sewer system shall be allowed a reduction in the charges imposed under this section, provided such person installs, at his expense, a separate, City-approved water connection to record water which will not reach the City sewer system. The cost and other terms of City Code section 31-102 shall apply. For customers with monthly water consumption in excess of thirty thousand (30,000) cubic feet, where the director of finance considers the installation of a separate meter to be impracticable, the director may establish a formula which will be calculated to require such person to pay the sewer charge only on that part of the water used by such person which ultimately reaches the city sewers.

...

Sec. 31-158. When bills payable; delinquent accounts.

(a) ...

(b) ...

(c) ...

(d) The director of finance shall establish administrative procedures to ensure that any applicant for service or customer who wishes to dispute any bill, deposit requirement, refusal of service, charge or termination notice imposed under this section is entitled to an administrative review of such dispute by a designated person or persons within the finance department, ~~other than the person or persons within the finance department, other than~~ the person who made the initial determination in such dispute.

2. The foregoing amendments shall become effective July 1, 20167.

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**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	May 15, 2017
Action Required:	Amendments to Retirement Plan
Presenter:	Maurice Jones, City Manager
Staff Contacts:	Allyson Manson Davies, Deputy City Attorney Chris Cullinan, Finance Director Jason Vandever, City Treasurer
Title:	Retirement Fund Sustainability Recommendations

Background:

The City of Charlottesville offers two retirement plan options to regular employees working at least 20 hours per week, 36 weeks per year. The plan options are a Defined Contribution 401a (DC) and a Defined Benefit Pension Plan (DB). Upon hire, employees have 30 days to elect either the DC or DB Plan.

A Defined Contribution (DC) 401a plan by definition is a plan in which fixed contributions are paid into an individual's account by the employer. The contributions are then invested and returns on the investments (which can be positive or negative) are credited to the individual's account. Upon retirement, the employee's account balance is used to provide retirement benefits.

A Defined Benefit (DB) Pension plan by definition is a traditional pension plan that pays a monthly benefit in retirement using a defined formula based on the employee's earnings, tenure of service, and age.

A voluntary Deferred Compensation 457 Plan is available for employees to invest their own monies for additional retirement savings. Deferred Compensation Plans allow contributions on a tax-deferred basis as savings toward retirement.

Recently, due to national attention focused on the underfunding of pension and retirement systems in the public sector, the City committed to ensuring that there are sufficient funds available to meet promised obligations made to City employees. Rising health care costs and improved life spans over the past decades have made employer retirement costs rise dramatically. This has in many cases negatively affected the retirement funds that are established to assist employers meet their long term obligations.

In an effort to ensure the City is taking necessary steps now, so that in the future, our employees'

retirements will be secure, the Retirement Commission, whose duty as outlined by City Code is to administer the City retirement plan, commissioned a Retirement Sustainability Study in 2015 to review the City's Defined Benefit (DB) Plan benefits and funding strategies, and to offer recommendations for future investments.

Most financial experts consider a funded status of 80% for public pensions to be a healthy funding level. The City's plan was funded at 54.4% prior to the study. After an initial review of the Sustainability Study in early 2016, the Retirement Commission and City Manager committed to reaching an 80% funded status in the next 10 years.

In the summer of 2016, the City Manager and members of the Retirement Commission held 13 meetings with over 420 employees to discuss the options for reaching sustainability. Ideas generated during those discussions were reviewed by representatives from SageView Consulting to determine feasibility and impact.

Discussion:

In October, the Retirement Commission met to discuss several options before voting on a preferred plan. On February 6th, the City Manager presented three options to City Council for consideration. The City Manager recommended the following changes to the retirement plan to promote the plan's sustainability:

- Phased in 2% Contribution for Plan 1 employees (hired before 7-1-12)
- 5% Employee contribution for new hires starting 7/1/17
- Retiree COLA requires 15 years of service
- COLA requires retirement from the City and becomes effective after 1 full year of retirement
- Capping the public safety supplement at the estimated full Social Security benefit for all Public Safety Employees
- Capping the public safety supplement at 17 years prior to Social Security eligibility (current benefit)

City Council agreed with the City Manager's proposal and directed staff to return to Council at a later date for approval of the necessary ordinance changes. This proposal is projected to meet the Retirement Commission's goal of reaching 80% funded status in the next ten to twelve years.

Each approved change can be found in the following sections of the attached ordinance:

- (1) The phased in 2% Contribution for employees hired before 7-1-12 is located in **Sec. 19-92(a)(1)** in the attached ordinance. This section applies the new contribution rate to all participating employees including police officers, firefighters, sheriffs or sheriff's deputies. After July 1, 2018, all employees in this class will contribute two-percent each pay period.
- (2) A 5% Employee contribution for new hires starting 7/1/17 can be found under **Sec. 19-92(a)(3)**. This section establishes the five percent contribution rate for city employees hired after June 30, 2017.
- (3) The amendment to require 15 years of service and retirement from the city to be eligible for cost of living increases can be found in **Sec. 19-107(a)**.

- (4) The one year delay in eligibility for a cost of living adjustment is established in **Sec. 19-107(c)**.
- (5) The change to capping the public safety supplement at the estimated full Social Security benefit for all Public Safety Employees can be found in **Sec. 19-96(c)**. This section makes it clear that the effective date is delayed until after June 30, 2020.
- (6) The change to capping the public safety supplement at 17 years prior to Social Security eligibility can be found under **Sec. 19-96(c)**. This is the current practice and it is now expressly established by ordinance.

Since Council addressed this issue in February, some additional administrative updates have been made to Chapter 19, Article IV of the Supplemental Retirement and Pension Plan as follows:

- Several code updates are included in order to comply with the most recent tax determination letter received for the plan from the Internal Revenue Service. These updates are required by the IRS and can be found in **Section 19-63; Section 19-95; and Section 19-111**.
- Pursuant to a review of the actuarial standards currently being applied to the defined benefit retirement fund, the city was advised to amend **Section 19-92 (d), (e), & (f)** to reflect the current method for establishing contribution rates for that plan.
- **Sec. 19-94 (a)** now clarifies the components of the contribution rate in that section.
- A three year “grandfathering” clause has been added to the provision that caps the public safety supplement at the estimated full Social Security benefit level for employees who were hired before July 1, 2012 (“Plan 1” employees). Public safety employees who were hired before July 1, 2012 who retire before July 1, 2020 will not be subject to this new provision. This can be found in **Sec. 19-96(c)** as discussed above.

Alignment with City Council’s Vision and Strategic Plan:

Smart, Citizen-Focused Government

The delivery of quality services is at the heart of Charlottesville’s social compact with its citizens. This action is consistent with Goal 4 of the Strategic Plan – Be a Well-Managed and Successful Organization, by maintaining strong fiscal policies and helping to recruit and cultivate quality employees.

Budgetary Impact:

There will be no impact on the General Fund. It is anticipated that the savings created in the Retirement Sustainability Plan would be reinvested in the City’s Defined Benefit (Pension) Plan to help the City reach its goal of an 80% funded status for its retirement fund.

Recommendation: Approval of the ordinance changes.

Alternatives: Council could decide to not support the proposed changes and request that the staff and Retirement Commission return with other alternatives in the future.

Attachments: Ordinance

AN ORDINANCE
AMENDING AND REORDAINING SECTION 19-63 OF ARTICLE III, AND SECTIONS 19-92, 19-93, 19-94, 19-95, 19-96, 19-98, 19-104, 19-104.1, 19-107 AND 19-111 OF ARTICLE IV, OF CHAPTER 19 (PERSONNEL), OF THE CODE OF THE CITY OF CHARLOTTESVILLE, 1990, AS AMENDED, RELATING TO CHANGES TO THE SUPPLEMENTAL RETIREMENT OR PENSION PLAN

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia that Section 19-63 of Article III, and Sections 19-92, 19-93, 19-94, 19-95, 19-96, 19-98, 19-104, 19-104.1, 19-107 and 19-111 of Article IV, of Chapter 19 of the Charlottesville City Code, 1990, as amended, are hereby amended and reordained, as follows:

ARTICLE III. RETIREMENT PLAN COMMISSION

Sec. 19-63. Retirement fund generally.

All of the funds and assets of the city's supplemental retirement or pension plan shall be maintained by the commission in a fund to be known as the retirement fund. In the retirement fund shall be accumulated all contributions made by the city pursuant to the provisions of section 19-92 and all income from the invested assets of the retirement fund. From the retirement fund shall be paid the retirement allowances and other benefits provided for under the terms of the retirement plan as set forth in article IV of this chapter and reasonable expenses therefore. The fund and the retirement plan shall be maintained for the exclusive benefit of employees or their beneficiaries.

ARTICLE IV. SUPPLEMENTAL RETIREMENT OR PENSION PLAN

Sec. 19-92. Contributions and members' contribution account.

(a) Each member, including a police officer, firefighter, sheriff or sheriff's deputy, shall contribute a percentage of his creditable compensation each pay period as follows:

- (1) Each member, except a person who becomes a member after July 1, 2012 as defined in Section 19-91, shall contribute one percent (1%) of his creditable compensation each pay period beginning on or after July 1, 2017, until the first pay period beginning on or after July 1, 2018. For each pay period beginning on or after July 1, 2018, said member shall contribute two percent (2%) of his creditable compensation.
- (2) Each person who becomes a member after June 30, 2012 and who is hired or rehired before July 1, 2017 shall contribute three percent (3%) of his creditable compensation each pay period.

(3) Each person who becomes a member after June 30, 2012 and who is hired or rehired after June 30, 2017 shall contribute five percent (5%) of his creditable compensation each pay period.

~~(a) Beginning June 30, 2012, each person who becomes a member after June 30, 2012 including a police officer, firefighter, sheriff or sheriff's deputy, shall contribute 3% of his creditable compensation each pay period. No contributions shall be deducted from the compensation of any member who is not a person who became a member after June 30, 2012.~~

The city and any other employer adopting the plan shall deduct the applicable contribution payable by the member and every employee accepting or continuing employment shall be deemed to consent and agree to any deductions from his creditable compensation required by this section.

Notwithstanding the foregoing, the employee contributions, although designated as employee contributions hereunder, will be paid by the city and any other employer adopting the plan and shall be treated as employer contributions pursuant to Section 414(h) of the Internal Revenue Code of 1986, as amended, and shall not be included as gross income of the employee until such time as they are distributed or made available to the employee. The city and any other employer adopting the plan shall "pick-up" the employee contributions by reducing the amount payable to each employee by the amount of his required employee contribution on a salary reduction basis.

(b) Beginning July 1, 1992, the city council shall appropriate, and the city shall contribute annually to the retirement fund established pursuant to section 19-63, an amount equal to the sum of the normal contribution, and the accrued liability contribution, if any.

(c) The normal contribution for any year shall be determined as a percentage, equal to the normal contribution rate, of the total creditable compensation of the members for such year. Similarly, the accrued liability contribution rate for any year shall be determined as a percentage, equal to the accrued liability contribution rate, of such total creditable compensation. In determining the amount of any contribution, a reasonable approximation to the exactly computed amount may be used.

(d) The normal contribution rate shall be determined as the percentage of the total annual creditable compensation of the members ~~that is represented by the sum of the annual service cost determined under the projected unit credit funding method,~~ computed in accordance with recognized actuarial principles on the basis of methods and assumptions approved by the commission. The normal contribution rate shall be determined from the results of each valuation which shall be made as directed by the commission not less frequently than biennially.

(e) The accrued liability contribution rate shall be determined as the percentage of the total annual creditable compensation of the members that is represented by the level annual contribution necessary to:

- (1) ~~Amortize the unfunded actuarial accrued liability as of July 1, 1992 over thirty (30) years from July 1, 1992 with payments increasing four (4) percent each year, as a level percentage of covered payroll over a closed period not to exceed thirty (30) years as directed by the Commission; and~~
- (2) ~~Amortize any increase or decrease in the actuarial accrued liability due to the plan changes, actuarial gains, and/or actuarial losses incurred after January 1, 1992 over twenty (20) years from the date of the actuarial valuation first recognizing such increase or decrease with payments increasing four (4) percent each year as a level percent of covered payroll over a closed period not to exceed thirty (30) years as directed by the Commission.~~

The unfunded actuarial accrued liability as of any valuation date shall be determined ~~in accordance with the projected unit credit funding method~~, in accordance with recognized actuarial principles on the basis of methods and assumptions approved by the commission.

The accrued liability contribution rate shall be determined from the results of each valuation, which shall be made as directed by the commission not less frequently than biennially.

(f) The commission shall certify to city council the normal contribution rate, the accrued liability contribution rate and every change made from time to time in any of such rates.

(g) All members' contributions and interest allowances shall be credited to the member's contribution account. Accumulated contributions required to be returned to the member or required to be paid on account of the member's death shall be paid from the member's contribution account. As of each June 30, the member contribution account of each active member shall be credited with interest at a rate to be determined annually by the retirement commission. Initially, the rate shall be three percent (3%) annually. Interest shall accrue on any contribution beginning on the first day of the fiscal year following the year in which the contribution was made. No interest shall be credited to the member contribution account after the effective date of the member's retirement.

Sec. 19-93. Membership; cessation.

- (a) Membership in the plan as of any date shall consist of the following:
 - (1) All employees at such date, inclusive of those on authorized leave from service.

(2) All former employees who have not retired under the provisions of the plan and who either:

- a. Have five (5) years or more of creditable service and were in service at some time after June 30, 1975, and who have not received a refund of such member's accumulated contributions pursuant to section 19-104.1 or
- b. Have twenty (20) years or more of creditable service and were included in the membership of the plan on June 30, 1975.

(b) The membership of any person in the plan shall cease upon:

(1) Termination of service as an employee prior to the completion of five (5) years of creditable service, or in the case of a person who becomes a member after June 30, 2012, the refund of such member's accumulated contributions pursuant to section 19-104.1; or

(2) Retirement; or

(3) Death.

(c) When membership ceases, except in the case of retirement or of death under circumstances calling for the payment of benefits hereunder, an employee shall thereafter lose all right to any retirement allowance or benefits under this article arising from service prior to the date of such cessation of membership except for any vested deferred retirement benefits such employee might be entitled to receive, provided that if any such employee should subsequently again be in service, his previous period or periods of creditable service shall be reinstated. ~~In the case of a person who becomes a member after June 30, 2012, if~~ Any such person that received a refund of his accumulated contributions pursuant to section 19-104.1, ~~he~~ shall be treated as a new member upon subsequent reemployment. If no refund was made, ~~his~~ all previous period or periods of creditable service shall be reinstated.

Sec. 19-94. Participation in defined contribution and deferred compensation plans.

(a) The city manager may approve the withdrawal from membership in the plan of any employee who is exempt from the personnel appeals system as set forth in section 19-36(b) and may execute an agreement for such employee to participate in an optional defined contribution plan approved by the Internal Revenue Service as a qualified plan within the meaning of Section 401(a) of the Internal Revenue Code of 1986, as amended. Such agreement may provide that the city shall contribute to such plan an annual amount no greater than the total amount which the city would contribute to the city plan on behalf of such employee for such year pursuant to section 19-92(b). The contribution shall not include any contribution made to fund the City's post-employment benefits trust in accordance with section 19-141. Any employee who enters into such an agreement shall be deemed to have terminated all membership in the supplemental retirement or pension

plan of the city and to have waived any rights whatsoever to any benefits thereunder. Upon execution of any such agreement, the retirement plan commission is authorized to make the payments called for therein, but in no event shall the payment for any period exceed the amount contributed by the city to the city plan for such employee for such period. A copy of such plan shall be kept on file in the city's personnel department, and it may be amended from time to time.

(b) The city council may likewise approve participation by the city manager in a supplemental defined contribution plan approved by the Internal Revenue Service as a qualified plan within the meaning of Section 401(a) of the Internal Revenue Code of 1986, as amended, in which case the city's annual contribution thereto shall likewise equal the amount which would have been contributed to the city plan, unless the council shall determine a greater or lesser amount. A copy of such plan shall be kept on file in the city's personnel department, and it may be amended from time to time.

(c) Effective July 1, 2001, the city manager may approve the withdrawal from membership in the plan of any employee and may execute an agreement for such employee to participate in an optional defined contribution plan approved by the Internal Revenue Service as a qualified plan within the meaning of Section 401(a) of the Internal Revenue Code of 1986, as amended. Such agreement may provide that the city shall contribute to such plan an annual amount determined by the retirement commission with the approval of the city manager on behalf of such employee for such year. Any employee who enters into such an agreement shall be deemed to have terminated all active membership in the supplemental retirement or pension plan of the city and to have waived any rights whatsoever to accrue additional benefits thereunder. Upon execution of any such agreement, the retirement plan commission is authorized to make the payments called for therein. A copy of such plan shall be kept on file in the city's personnel department, and it may be amended from time to time.

(d) Effective November 1, 1987, all regular city employees, including city council members, who work at least twenty (20) hours per week shall be eligible to participate in a deferred compensation plan, whether or not they participate in the supplemental retirement or pension plan of the city or the defined contribution plans described in subsections (a) through (c) of this section. Such new plan shall enable employees to defer part of their compensation if they choose to do so to provide for their retirement. Participation in this new plan shall have no effect on eligibility for participation in the supplemental retirement or pension plan of the city or the defined contribution plans described in subsections (a) through (c) of this section. A copy of such plan shall be kept on file in the city's human resources department, and it may be amended from time to time.

Sec. 19-95. Service retirement--Mandatory retirement dates.

(a) Any member who is in service at his normal retirement date may retire then or at any time thereafter, provided he has completed five (5) or more years of creditable service, upon written notification to the commission made by the member or by his

appointing authority setting forth at what date the retirement is to become effective. Such effective date shall be after the member's last day of service and shall not be more than ninety (90) days prior to the filing of such notification.

(b) No member who is a police officer, fire fighter or sheriff's deputy shall be permitted to continue in service after his normal retirement date, unless the member's appointing authority, upon a determination that organizational needs so require, grants the member an exemption from such mandatory retirement requirements. Any such member who continues in service under such an exemption from the appointing authority, may be retired by that authority at any time thereafter. Such retirement shall be initiated by the appointing authority by notification to the commission setting forth at what date the retirement is to become effective. Such effective date shall be after the member's last day of service and shall not be more than ninety (90) days prior to the filing of such notification.

(c) The commissioner of revenue, city treasurer, city sheriff, clerk of the circuit court and commonwealth's attorney may continue in service so long as they hold office.

(d) The appointing authority of any member not listed in subsection (b) or (c) of this section, subsequent to the member's normal retirement date, upon a determination that age is a bona fide occupational qualification reasonably necessary to the normal operation of the city, and that such member has reached the age limit, or upon a determination that such member is incapable of performing his duties in a safe and efficient manner, may require the service retirement of such member upon written notification to the commission setting forth at what date the retirement is to become effective. Such effective date shall be after the member's last day of service and shall not be more than ninety (90) days prior to the filing of such notification. Notwithstanding the foregoing, if such member lacks five (5) years of creditable service, such member shall be discharged and shall be ineligible for a retirement allowance.

(e) Any member who is in service and who has completed five (5) or more years of creditable service may retire at any time after the fifty-fifth (55th) birthday of the member or, in the case of a person who becomes a member after June 30, 2012 other than a police officer, firefighter, sheriff or sheriff's deputy, after the sixtieth (60th) birthday of the member, or at any time thereafter, upon written notification to the commission, made by the member, setting forth at what date the retirement to become effective. Such effective date shall be after the member's last day of service and shall not be more than ninety (90) days prior to the filing of such notification.

(f) Any member who terminates service after completing five (5) or more years of creditable service may retire under the provisions of either subsection (a) or subsection (c) of this section; provided, that the requirement as to such member being in service shall not apply.

(g) Any member who is in service and who has completed thirty (30) or more years of creditable service may retire at age fifty (50), or, in the case of a person who

becomes a member after June 30, 2012, at age sixty (60), or at any time thereafter, upon written notification to the commission, made by the member, setting forth at what date the retirement is to be effective, without suffering the penalty imposed by section 19-96(d). Such effective date shall be after the member's last day of service and shall not be more than ninety (90) days prior to the filing of such notification.

(h) Any member who is a police officer, firefighter, sheriff or sheriff's deputy, and has completed twenty-five (25) or more years in service may retire at age fifty (50), or at any time thereafter until the mandatory retirement date is reached, without suffering the penalty imposed by section 19-96(e).

(i) Notwithstanding the forgoing, on or after January 1, 1989, the retirement allowance of a member who has terminated employment shall begin no later April 1 of the calendar year following the later of (i) the calendar year in which the member attains seventy and one-half (70 1/2) years of age, or (ii) the calendar year in which the member terminates employment.

(j) Upon attaining normal retirement age and completion of the required years of service, each employee's interest shall be fully vested.

...

Sec. 19-96. Same--Allowance.

(a) Upon service retirement on or after July 1, 2000, a member with creditable service which commenced prior to July 1, 2000, shall receive an annual retirement allowance payable monthly to him for life commencing on the first day of the month coinciding with or next following his date of retirement, in an amount computed as the larger of (1) and (2) following:

- (1) The excess, if any, of 2% of such member's average final compensation multiplied by the number of years of his creditable service, over 2.5% of such member's annual primary social security benefit, multiplied by the number of years of his creditable service up to a maximum of twenty (20) years.
- (2) 1.60% of such member's average final compensation multiplied by the total number of years of his creditable service.

(b) Upon service retirement after July 1, 2000, a member whose employment commenced after June 30, 2000, shall receive an annual retirement allowance payable monthly to him for life commencing on the first day of the month coinciding with or next following his date of retirement, in an amount computed as follows:

- (1) 1.60% of such member's average final compensation multiplied by the total number of years of his creditable service.

(c) In addition to the retirement allowance to which a member is entitled under the provisions of subsections (a) and (b) of this section, a retired member who at the date of his retirement was in service as a police officer, firefighter, sheriff or sheriff's deputy and who has completed twenty (20) years or more of creditable service shall receive an additional annual allowance, payable monthly, during the period after the member's date of retirement and until his attainment of full retirement age, as in effect on July 1, 2005, for purposes of qualifying for unreduced social security benefits, equal to one (1) percent of average final compensation multiplied by the number of years of his creditable service. In no event shall a police officer, firefighter, sheriff or sheriff's deputy receive both the supplement under this section and social security benefits. Effective for service retirements after June 30, 2017, the additional annual allowance shall be limited to a period of time that does not exceed seventeen (17) years prior to social security eligibility and effective for service retirements after June 30, 2020, this additional annual allowance shall be limited to the estimated unreduced primary social security benefit determined under section 19-97.

Notwithstanding the foregoing However, a person who becomes a member after June 30, 2012, shall be entitled to this additional, supplemental annual allowance only if such person has completed at least twenty (20) years of creditable service in a position of a police officer, firefighter, sheriff or sheriff's deputy and such person shall not be entitled to a supplement for a period of time that exceeds 17 years prior to social security eligibility. This additional annual allowance shall be limited in the case of a person who becomes a member after June 30, 2012, to his estimated unreduced primary social security benefit determined under section 19-97.

(d) The provisions of subsections (a) and (b) of this section to the contrary notwithstanding, if the retirement date of a member with less than thirty (30) years of creditable service precedes his normal retirement date, the retirement allowance amount as computed in accordance with subsections (a) and (b) of this section, as appropriate, shall be reduced by one-half (0.5) percent for each complete month in the period between the member's retirement date and the earlier of his normal retirement date or the date on which the member would have completed thirty (30) years of creditable service had he remained an employee continuously until such date.

(e) The provisions of subsections (a) and (b) of this section to the contrary notwithstanding, if the retirement date of a member who is a police officer, firefighter, or sheriff's deputy with less than twenty-five (25) years of creditable service precedes his normal retirement date, the retirement allowance amount as computed in accordance with subsections (a) and (b) of this section, as appropriate, shall be reduced by 0.5% for each complete month in the period between the member's retirement date and the earlier of his normal retirement date or the date on which the member would have completed twenty-five (25) years of creditable service had he remained an employee continuously until such date.

Sec. 19-98. Determination of retirement allowance.

(a) For the purposes of any provision of this article, the retirement allowance of any member shall be determined on the assumption that the retirement allowance is payable to the member alone and that no optional retirement allowance is elected.

(b) After a member has retired, and the amount of his retirement allowance has been determined under the provisions of this article, the amount of the member's retirement allowance shall be unaffected by any changes in the actual amount of the primary social security benefit to which the member is or becomes entitled under the federal Social Security Act.

(c) Notwithstanding any other provisions of this article, the annual benefit under the supplemental retirement or pension plan of the city of any member and any related death or other benefit, shall, if necessary, be reduced to the extent required by Section 415(b) of the Internal Revenue Code of 1986, as amended, as adjusted by the Secretary of the Treasury pursuant to Section 415(d) of the Internal Revenue Code of 1986, as amended.

(d) Notwithstanding any other provisions of this article, for plan years beginning before January 1, 2000, if a member participates in both the supplemental retirement or pension plan of the city and a qualified defined contribution plan maintained by the city, the annual benefits under the supplemental retirement or pension plan of the city and the annual additions to any qualified defined contribution plan maintained by the city shall not exceed the combined limit test described in Section 415(e) of the Internal Revenue Code of 1986, as amended. If necessary, the annual additions under the qualified defined contribution plan shall be reduced before benefits under supplemental retirement or pension plan of the city are reduced in order to comply with such combined limit test.

(e) Notwithstanding any provision of this article to the contrary, benefits and service credit with respect to qualified military service will be provided in accordance with section 414(u) of the Internal Revenue Code of 1986, as amended.

(f) To the extent required by Section 401(a)(37) of the Internal Revenue Code for purposes of determining a member's entitlement to a retirement allowance or death benefits under the Plan, in the event a member ceases to be an employee in order to perform qualified military service within the meaning of section 414(u) of the Internal Revenue Code and dies on or after January 1, 2007 while performing qualified military service, the member's death shall be considered to have occurred while the member was an employee so that his beneficiaries are entitled to any additional benefits provided under the Plan (other than benefit accruals relating to the period of qualified military service), including without limitation any additional or enhanced vesting or death benefits, had the member resumed employment with the employer and then terminated employment on account of death.

...

Sec. 19-104. Optional benefits.

...

(g) Effective January 1, 1993, notwithstanding anything to the contrary in this article, but subject to any de minimis or other exceptions or limitations provided for under Section 401(a)(31) of the Internal Revenue Code of 1986, as amended, any prospective recipient ~~any prospective recipient~~ (whether a member, a surviving spouse, a current or former spouse who is an alternate payee under a qualified domestic relations order or any other person eligible to make a rollover) of a distribution from the plan which constitutes an "eligible rollover distribution" (to the extent otherwise includible in the recipient's gross income) may direct the commission to pay the distribution directly to an "eligible retirement plan". For purposes hereof, the following terms have the meanings assigned to them in Section 401(a)(31) of the Internal Revenue Code of 1986, as amended, and, to the extent not inconsistent therewith, shall have the following meanings:

...

Sec. 19-104.1. Refund of accumulated contributions before retirement.

(a) Any member ~~hired after June 30, 2012~~ who has five (5) or more years of creditable service, who ceases to be a member other than by death or retirement may request and receive a refund of the balance in the member's contribution account reduced by the amount of any retirement allowance previously received by him under the provisions of this article.

(b) Any person who becomes a member hired after June 30, 2012 who has less than five (5) years of creditable service who ceases to be an employee other than by death shall be paid the balance in the member's contribution account in a mandatory cash-out as soon as administratively practical following his ceasing to be employed by the City or any other employer adopting the plan.

(c) Upon receipt of a refund of the balance in the member's contribution account, pursuant to (a) and (b) herein:

(1) Any person who becomes a member hired after June 30, 2012 ~~the member~~ shall cease to be a member and shall not be entitled to any future benefits. If the person again becomes a member, no creditable service attributable to the refund shall be counted in determining the benefit to be accrued following rehire; and

(2) Each member, except a person who becomes a member after July 1, 2012 as defined in Section 19-91, shall not be entitled to any benefit attributable to creditable service or increases in average final compensation after June 30, 2017.

Sec. 19-107. Post retirement supplements.

(a) In addition to the monthly allowances payable under sections 19-96, 19-101, 19-104, 19-105 and 19-152 post retirement supplements shall be payable in accordance with the provisions of this section to the recipients of such allowances.

Such supplements shall be subject to the same conditions of payment as are such allowances. Notwithstanding the foregoing, in the case of monthly allowances that begin after June 30, 2017, post retirement supplements shall be payable pursuant to the provisions hereof only if the member is credited with at least fifteen (15) years of credible service and the monthly allowance begins immediately following termination of employment in the case of a service retirement or upon the cessation of disability benefits.

(b) The amounts of the post retirement supplements provided for hereunder shall be determined as percentages of the allowances then being paid, including any applicable previous supplements.

(c) Amounts of post retirement supplements shall be determined initially as of July 1, 1976, and subsequently as of any July 1 as of which the city council shall have determined a further adjustment to be needed, provided an amount sufficient to pay the cost of any necessary increase in the amount of the post retirement supplements being paid shall have been appropriated. No change in the amount of any post retirement supplement shall be effected between determination dates except as necessary to reflect changes in the amount of the allowance being supplemented, to the end that any post retirement supplement shall remain a constant percentage of the respective allowance being supplemented, nor shall any new post retirement supplement be commenced except as of a determination date. The post retirement supplement determined shall become effective as of the payment date next following such determination date for members who have retired on or before the determination date, except that, in the case of monthly allowances that begin after June 30, 2017, the post retirement supplement shall not be effective earlier than the first anniversary of the payment commencement date.

(d) The city council shall make an annual review of the post retirement supplements being paid in accordance with this section and shall determine whether or not the following July 1 shall be a determination date as of which the amounts of such supplements shall be recomputed.

...

Sec. 19-111. Alteration, amendment or repeal.

(a) The city council reserves the right to alter, amend or repeal any provision of this article or any application thereof to any person; provided, however, that the amount of benefits which at the time of any alteration, amendment or repeal shall have accrued for the members or beneficiaries shall not be affected thereby, except as otherwise provided under subsection (c) of this section.

(b) If the city council repeals the provisions of this article, the commission shall continue to administer the plan in accordance with the provisions of this article for the sole benefit of the then members, any beneficiaries then receiving retirement allowances

and any person, entitled to receive benefits in the future under one (1) of the options provided for in this article, who is designated by any of such members.

(c) In the event of repeal as provided in subsection (b) of this section, if the plan is not to be replaced by another retirement program, the assets of the retirement fund shall be allocated by the commission in an equitable manner to provide benefits for the persons designated in subsection (b) of this section in accordance with the provisions of this article, and in the following order:

- (1) For the benefit of the beneficiaries and persons already designated by former members who are then beneficiaries under one (1) of the options provided for in this article to the extent of the then actuarial value of their retirement allowances. If any funds remain; then,
- (2) For the benefit of members and persons, if any, designated by the members under one (1) of the options provided for in this article, to the extent not provided under paragraph (1) above, of the then actuarial value of their accrued retirement allowances, based on years of creditable service, average final compensation and anticipated social security benefits as of the date of repeal. The allocation under paragraph (2) shall be on the basis of the oldest ages first method.

In the event the assets at such date of repeal are insufficient to provide all of the benefits of paragraph (1) above, then the city shall contribute to the assets from time to time, as and when required, the amount necessary to make up such insufficiency.

(d) The allocation of assets of the retirement fund provided for in subsection (c) of this section shall be carried out through payment by the commission of the benefits provided for in this section as they become due. Any funds remaining in the retirement fund after all of the vested benefits provided by this section have been paid shall revert to the city.

(e) Any allocation of assets made in accordance with the provisions of subsection (c) of this section shall be final and binding on all persons entitled to benefits under such provisions.

(f) In the event of repeal as provided in subsection (b) of this section, if the plan is to be replaced by another retirement program, the assets of the retirement fund shall be transferred to such other program.

(g) In the event of repeal, or termination or complete discontinuance of contributions under the plan, the rights of all employees to benefits accrued to the date of such repeal, termination or discontinuance, to the extent then funded, or the amounts then credited to the employees' accounts, shall be non-forfeitable.

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**CITY OF CHARLOTTESVILLE
CITY COUNCIL AGENDA**



Agenda Date:	June 5, 2017
Action Required:	Yes (First Reading of Ordinance)
Staff Contacts:	Craig Brown, City Attorney Lauren Hildebrand, Director, Public Utilities
Title:	Quitclaim Gas Easements to VDOT (Founders Place in Albemarle County)

Background: In 2003 and 2015 the City acquired gas line easements from the County of Albemarle and the Albemarle County Service Authority within the Founders Place right-of-way off Mill Creek Drive Extended in Albemarle County. The Monticello Fire and Rescue facilities are located on Founders Place. The Virginia Department of Transportation is now prepared to accept Founders Place into the state highway system. At the request of the Gas Division, we have drafted an ordinance and deed quitclaiming to VDOT those portions of the easements crossing Founders Place.

Discussion: The quitclaim deed requires the gas lines to remain in their present locations, and if the street ceases to be part of the state's highway system, the easements will automatically revert back to the City. The natural gas lines and facilities continue to be owned and maintained by the City even after the easements, or portions thereof, are quitclaimed to the state.

Alignment with Council Vision Areas and Strategic Plan: Not applicable.

Community Engagement: Not applicable.

Alternatives: If the ordinance is not approved, VDOT will not accept the roadway into its road maintenance system.

Budgetary Impact: None.

Recommendation: Approval of the attached ordinance and quitclaim deed.

Attachments: Ordinance and Deed of Quitclaim (with plat attached).

**AN ORDINANCE
TO QUITCLAIM PORTIONS OF NATURAL GAS LINE EASEMENTS
WITHIN THE FOUNDERS PLACE RIGHT-OF-WAY
LOCATED OFF MILL CREEK DRIVE EXTENDED IN ALBEMARLE COUNTY
TO THE VIRGINIA DEPARTMENT OF TRANSPORTATION**

WHEREAS, the Virginia Department of Transportation (VDOT) is prepared to take over maintenance of the roadway known as Founders Place in Albemarle County; and

WHEREAS, the City owns natural gas lines located within this roadway, and also owns easements for such lines, and VDOT has asked that portions of the foregoing easements crossing Founders Place be released upon VDOT's acceptance of the roadway; now, therefore,

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia that the Mayor is hereby authorized to execute a deed of quitclaim, substantially the same in form as the deed attached hereto, approved by the City Attorney, for release of portions of the above-described gas line easements to the Virginia Department of Transportation conditioned upon receipt by the City of a VDOT permit allowing said lines to continue to be located in said right-of-way.

*Prepared by S. Craig Brown, City Attorney (VSB #19286)
Charlottesville City Attorney's Office
P.O. Box 911, Charlottesville, VA 22902*

Albemarle County Tax Map 91, Parcel 2E and Parcel 1 (Founders Place)

**This deed is exempt from recordation taxes pursuant to
Virginia Code Secs. 58.1-811(A)(3) and 58.1-811(C)(4).**

DEED OF QUITCLAIM

THIS DEED OF QUITCLAIM, made and entered into on this ____ day of _____, 2017, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation, **GRANTOR**, and the **COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION, GRANTEE**, whose address is P. O. Box 671, Culpeper, Virginia 22701.

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, receipt of which is hereby acknowledged, the GRANTOR does hereby QUITCLAIM and RELEASE to the GRANTEE, subject to the reservations hereinafter set forth, easements and rights of way, as shown on the attached plat made by the City of Charlottesville Gas Division dated May 17, 2017, to construct, maintain, operate, alter, repair, inspect, protect, remove, and replace certain improvements in the Founders Place right-of-way in the County of Albemarle, namely: Natural gas lines and related gas facilities, or portions thereof, upon, under and across Founders Place, insofar as the land embraced within said easement falls within the boundaries of a public street or highway to be maintained by the Virginia Department of Transportation. Said portions of the gas line easements in Founders Place were conveyed to the City by the following deeds:

- 1) Deed of Easement dated July 10, 2003 from the County of Albemarle, of record in the Clerk's Office for the Circuit Court for the County of Albemarle in Deed Book 2526, Page 677; and

- 2) Deed of Easement dated June 19, 2015 from the Albemarle County Service Authority, of record in the Clerk's Office for the Circuit Court for the County of Albemarle in Deed Book 4659, Page 128; and
- 3) Deed of Easement dated May 20, 2015 from the County of Albemarle, of record in the Clerk's Office for the Circuit Court for the County of Albemarle in Deed Book 4659, Page 119.

The Grantor reserves unto itself, its successors and assigns, all of the rights and privileges under the aforesaid Deeds of Easement until such time as the Virginia Department of Transportation has issued a permit to the GRANTOR subject to the following two conditions which shall also be covenants running with the land:

1. That the above described improvements of the GRANTOR may continue to occupy such streets or highways in the existing condition and location.
2. The GRANTOR shall at all times indemnify and save harmless the Commonwealth of Virginia, Department of Transportation, its employees, agents, and officers from any claim whatsoever arising from GRANTOR'S exercise of rights or privileges stated herein.

The GRANTEE is to have and hold the above-described property for so long as said property is used as part of its public street or highway maintained by the GRANTEE or its successors or assigns charged with the responsibility and obligation to maintain public streets and highways, but upon abandonment of said property's use for such purposes, all rights, privileges, interests and easements in the property herein described under the aforesaid easements shall revert to the GRANTOR, its successors and assigns.

Notwithstanding other language contained herein which might appear to the contrary, the parties agree that GRANTOR shall continue to own in fee simple the gas line improvements located within the above described public roadway.

IN WITNESS WHEREOF, the GRANTOR has caused its name to be assigned hereto and its seal to be affixed and attested by its appropriate officers, all after due authorization, on the day and year first above written.

CITY OF CHARLOTTESVILLE, VIRGINIA

BY: _____
A. Michael Signer, Mayor

ATTEST:

Clerk of Council

STATE OF VIRGINIA
CITY OF CHARLOTTESVILLE

I, _____, a Notary Public in and for the City of Charlottesville within the State aforesaid, do hereby certify that A. Michael Signer, Mayor of the City of Charlottesville, Virginia, and Paige Rice, its Clerk of Council, whose names are signed to the foregoing writing, bearing date of _____, 2017, have each duly acknowledged the same before me within my City and State aforesaid.

My Commission Expires: _____

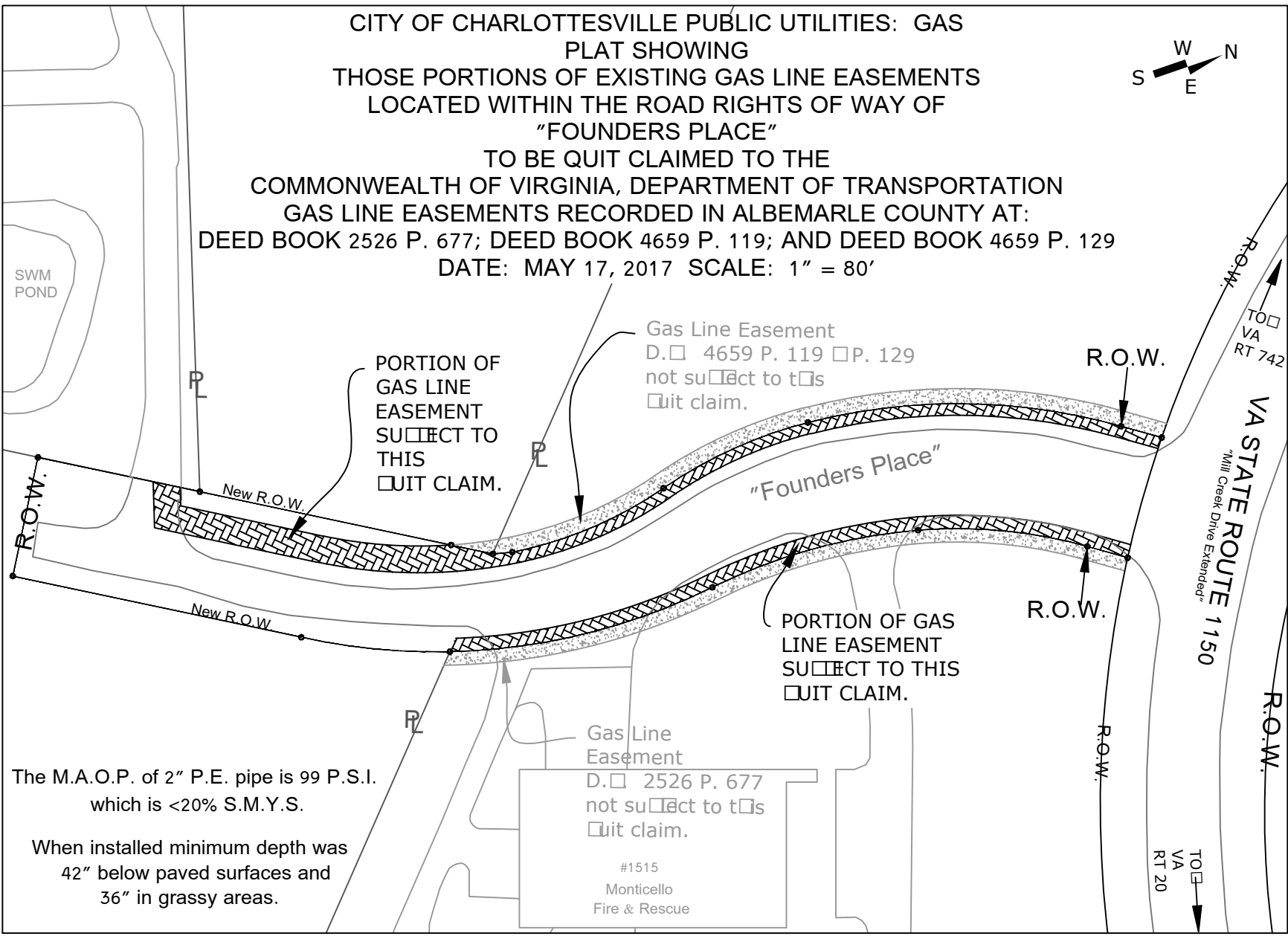
Given under my hand this _____ day of _____, 2017.

Notary Public
Registration # _____

Approved as to Form:

S. Craig Brown, City Attorney

CITY OF CHARLOTTESVILLE PUBLIC UTILITIES: GAS
PLAT SHOWING
THOSE PORTIONS OF EXISTING GAS LINE EASEMENTS
LOCATED WITHIN THE ROAD RIGHTS OF WAY OF
"FOUNDERS PLACE"
TO BE QUIT CLAIMED TO THE
COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION
GAS LINE EASEMENTS RECORDED IN ALBEMARLE COUNTY AT:
DEED BOOK 2526 P. 677; DEED BOOK 4659 P. 119; AND DEED BOOK 4659 P. 129
DATE: MAY 17, 2017 SCALE: 1" = 80'



The M.A.O.P. of 2" P.E. pipe is 99 P.S.I.
 which is <20% S.M.Y.S.

 When installed minimum depth was
 42" below paved surfaces and
 36" in grassy areas.

Gas Line Easement
 D. 2526 P. 677
 not subject to this
 quit claim.

 #1515
 Monticello
 Fire & Rescue



**CITY OF CHARLOTTESVILLE, VIRGINIA.
CITY COUNCIL AGENDA.**

Agenda Date:	June 5, 2017.
Action Required:	Public Hearing, Approve Resolution.
Presenter:	Christopher V. Cullinan, Finance Director.
Staff Contacts:	Christopher V. Cullinan, Finance Director. Khristina S. Hammill, Financial and Debt Manager.
Title:	\$15.25 Million Bond Issue (maximum amount) – New Debt.

Background/Discussion:

The City regularly issues bonds as part of its on-going Capital Improvements Program. Capital spending and the related financing is projected for a 5 year period and updated annually.

This bond issue represents part of the funding plan approved by Council for the City's on-going Capital Improvements Plan. All of the projects to be funded by this bond issue have been previously approved and appropriated by City Council in prior years and/or in the FY17 budget. The proceeds are proposed, but not limited, to be used to fund portions of the following projects:

<u>Projects.</u>	<u>Amount.</u>
Public Schools.	\$ 1,871,573.
Transportation and Access.	4,035,000.
Public Safety.	2,922,936.
Public Buildings.	1,945,491.
Parks and Recreation.	1,425,000.
Water System Improvements .	2,000,000.
Stormwater System Improvements.	<u>930,000.</u>
 Total.	 \$ 15,130,000.

These bonds will be repaid over the next 20 years with level annual principal payments. A more detailed discussion of the specific projects to be funded is attached.

Public Financial Management, Inc. (PFM), the City's financial advisor, along with City staff, continue to monitor the bond market and interest rate environment and we are anticipating a sale by

mid-June. The bonds will be sold by a public offering through a competitive bid. The resolution authorizes the City Manager to accept the lowest interest rate bid on the bonds.

City management has met with Moody's and Standard & Poor's to discuss the City's financial condition and to obtain ratings on these bonds. City staff anticipates that the City will retain its AAA bond rating, the highest rating given by both ratings agencies.

Community Engagement: The Director of Finance, as per the law has advertised this public hearing in the newspaper and will advertise the sale information in other media outlets prior to the bond sale date.

Alignment with City Council's Vision and Priority Areas: Approval of this agenda item aligns directly with Council's vision for a **Smart Citizen Focused Government and Economic Sustainability.**

Budgetary Impact:

The City continues to manage its debt and to plan its bond issuance in a manner to:

- (1) Provide a stream of funding as it is needed,
- (2) Keep annual debt service costs on a fairly level amount, (i.e., to avoid large spikes in debt service) and.
- (3) To maintain and finance its physical facilities and infrastructure in such a manner that future users/beneficiaries will help to pay for them.

This bond issue is part of the City's on-going capital financing plan. The debt service on this issue will be paid from previously appropriated funds in the City's Debt Service Fund. No new appropriation will be required.

Recommendation:

Staff recommends that Council approve the resolution authorizing the City Manager to accept the low bid on the bond sale on behalf of the City for a competitive transaction.

Alternatives:

The alternatives to not issuing new debt would be to either use funds on hand (cash) to fund projects or not construct projects.

Attachments:

Descriptions of projects.

Resolution.

PLANNED BOND FUNDED PROJECTS.

The following projects are all part of the City's on-going Capital Improvements Program. This program has been in place for a number of years, and all of the projects included here have been previously appropriated.

1. Public Schools - \$1,871,573 – Normally, City Council approves a lump sum appropriation for the Schools each year, and the Schools in turn decide upon the priority order and specific capital needs to be undertaken. Some of the projects covered by this lump sum include: HVAC component replacements and upgrades in various school buildings.
2. Transportation and Access - \$4,035,000 – These funds will be used for street reconstruction, a portion of the West Main Streetscape master plan, and bicycle infrastructure improvements.
3. Public Safety - \$2,922,936 – Several public safety projects will be funded with this bond issue including the City's share of the regional Emergency Communications Center CAD system replacement, mobile radios for the police department and a fire engine will also be funded.
4. Public Buildings - \$1,945,491 – These funds will allow the City to continue to address on-going repairs and maintenance of existing infrastructure as well as the development of new facilities.
5. Parks and Recreation - \$1,425,000 – Renovations to several parks including Tonsler, Azalea and McIntire will be funded.
6. Water System Improvements - \$2,000,000 – Water system improvements will be funded by this bond issue. The debt will be repaid using the fee revenue generated by the Water Utility.
7. Stormwater System Improvements - \$930,000 – Stormwater system improvements will be funded by this bond issue. The debt will be repaid using the fee revenue generated by the Stormwater Utility.

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE CITY OF CHARLOTTESVILLE, VIRGINIA, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$15,250,000, TO FINANCE THE COSTS OF CERTAIN PUBLIC IMPROVEMENT PROJECTS AND PROVIDING FOR THE FORM, DETAILS AND PAYMENT THEREOF.

WHEREAS, the City Council of the City of Charlottesville, Virginia (the “City”), desires to issue general obligation public improvement bonds (the “Bonds”) to finance the costs of certain public improvements for the City, including (i) transportation and access improvements, including but not limited to constructing, equipping and repairing sidewalks, roads and bicycle lanes and street reconstruction, (ii) improvements to public buildings, (iii) public school improvements, (iv) public safety improvements, including but not limited to the acquisition of fire trucks and improvements and upgrades to the emergency communications CAD system, (v) improvements to the City’s parks and recreation facilities and (vi) improvements to the City’s water and stormwater systems (collectively, the “Project”);

WHEREAS, the City’s administration and a representative of Public Financial Management, Inc., the City’s financial advisor (the “Financial Advisor”), have recommended to the City Council that the City issue and sell one or more series of general obligation public improvement bonds through a competitive public offering;

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

1. **Authorization and Issuance of Bonds.** The City Council finds and determines that it is in the best interest of the City to authorize the issuance and sale of one or more series of Bonds in an aggregate principal amount not to exceed \$15,250,000 and to use the proceeds thereof, together with other funds as may be available, to finance costs of the Project and to pay costs incurred in connection with issuing such bonds (if not otherwise paid from other City funds).

2. **Election to Proceed under the Public Finance Act.** In accordance with the authority contained in Section 15.2-2601 of the Code of Virginia of 1950, as amended (the “Virginia Code”), the City Council elects to issue the Bonds pursuant to the provisions of the Public Finance Act of 1991, Chapter 26 of Title 15.2 of the Virginia Code (the “Public Finance Act”).

3. **Bond Details.** The Bonds shall be designated “General Obligation Public Improvement Bonds, Series 2017,” or such other designation as may be determined by the City Manager (which term shall include the Director of Finance). The Bonds shall be in registered form, shall be dated such date as may be determined by the City Manager, shall be in denominations of \$5,000 and integral multiples thereof and shall be numbered R-1 upward, or such other designation as appropriate. Subject to Section 9, the issuance and sale of any series of Bonds are authorized on terms as shall be satisfactory to the City Manager; provided, however, that the Bonds of such series (a) shall have a “true” or “Canadian” interest cost not to exceed 4.0% (taking into account any original issue discount or premium), (b) shall be sold to the purchaser thereof at a price not less than 99.5% of the principal amount thereof (excluding any original issue discount) and (c) shall mature in years, or be

subject to mandatory sinking fund redemption in annual installments, ending no later than December 31, 2037.

Principal of the Bonds shall be payable annually on dates determined by the City Manager. Each Bond shall bear interest from its date at such rate as shall be determined at the time of sale, calculated on the basis of a 360-day year of twelve 30-day months, and payable semiannually on dates determined by the City Manager. Principal and premium, if any, shall be payable to the registered owners upon surrender of Bonds as they become due at the office of the Registrar (as hereinafter defined). Interest shall be payable by check or draft mailed to the registered owners at their addresses as they appear on the registration books kept by the Registrar on a date prior to each interest payment date that shall be determined by the City Manager (the "Record Date"); provided, however, that at the request of the registered owner of the Bonds, payment may be made by wire transfer pursuant to the most recent wire instructions received by the Registrar from such registered owner. Principal, premium, if any, and interest shall be payable in lawful money of the United States of America.

Initially, one Bond certificate for each maturity of the Bonds shall be issued to and registered in the name of The Depository Trust Company, New York, New York ("DTC"), or its nominee. The City has heretofore entered into a Letter of Representations relating to a book-entry system to be maintained by DTC with respect to the Bonds. "Securities Depository" shall mean DTC or any other securities depository for the Bonds appointed pursuant to this Section.

In the event that (a) the Securities Depository determines not to continue to act as the securities depository for the Bonds by giving notice to the Registrar, and the City discharges the Securities Depository of its responsibilities with respect to the Bonds, or (b) the City in its sole discretion determines (i) that beneficial owners of Bonds shall be able to obtain certificated Bonds or (ii) to select a new Securities Depository, then the Director of Finance of the City shall, at the direction of the City, attempt to locate another qualified securities depository to serve as Securities Depository and authenticate and deliver certificated Bonds to the new Securities Depository or its nominee or to the beneficial owners or to the Securities Depository participants on behalf of beneficial owners substantially in the form provided for in Section 6; provided, however, that such form shall provide for interest on the Bonds to be payable (1) from the date of the Bonds if they are authenticated prior to the first interest payment date or (2) otherwise from the interest payment date that is or immediately precedes the date on which the Bonds are authenticated (unless payment of interest thereon is in default, in which case interest on such Bonds shall be payable from the date to which interest has been paid). In delivering certificated Bonds, the Director of Finance of the City shall be entitled to rely on the records of the Securities Depository as to the beneficial owners or the records of the Securities Depository participants acting on behalf of beneficial owners. Such certificated Bonds will then be registrable, transferable and exchangeable as set forth in Section 8.

So long as there is a Securities Depository for the Bonds, (1) it or its nominee shall be the registered owner of the Bonds; (2) notwithstanding anything to the contrary in this Resolution, determinations of persons entitled to payment of principal, premium, if any, and interest, transfers of ownership and exchanges and receipt of notices shall be the responsibility of the Securities Depository and shall be effected pursuant to rules and procedures established by such Securities Depository; (3) the Registrar and the City shall not be responsible or liable for maintaining,

supervising or reviewing the records maintained by the Securities Depository, its participants or persons acting through such participants; (4) references in this Resolution to registered owners of the Bonds shall mean such Securities Depository or its nominee and shall not mean the beneficial owners of the Bonds; and (5) in the event of any inconsistency between the provisions of this Resolution and the provisions of the above-referenced Letter of Representations such provisions of the Letter of Representations, except to the extent set forth in this paragraph and the next preceding paragraph, shall control.

4. **Redemption Provisions.** The Bonds may be subject to redemption prior to maturity at the option of the City on or after dates (if any) determined by the City Manager, in whole or in part at any time, at a redemption price equal to the principal amount of the Bonds, together with any interest accrued to the date fixed for redemption, plus a redemption premium not to exceed 1.0% of the principal amount of the Bonds, such redemption premium to be determined by the City Manager.

Any Bonds sold as term bonds may be subject to mandatory sinking fund redemption upon terms determined by the City Manager.

If less than all of the Bonds are called for redemption, the maturities of the Bonds to be redeemed shall be selected by the Director of Finance of the City in such manner as such officer may determine to be in the best interest of the City. If less than all the Bonds of any maturity are called for redemption, the Bonds within such maturity to be redeemed shall be selected by the Securities Depository pursuant to its rules and procedures or, if the book-entry system is discontinued, shall be selected by the Registrar by lot in such manner as the Registrar in its discretion may determine. In either case, (a) the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some integral multiple thereof, and (b) in selecting Bonds for redemption, each Bond shall be considered as representing that number of Bonds that is obtained by dividing the principal amount of such Bond by \$5,000. The City shall cause notice of the call for redemption identifying the Bonds or portions thereof to be redeemed to be sent by facsimile or electronic transmission, registered or certified mail or overnight express delivery, not less than 30 nor more than 60 days prior to the redemption date, to the registered owner of the Bonds. The City shall not be responsible for giving notice of redemption to anyone other than DTC or another qualified securities depository then serving or its nominee unless no qualified securities depository is the registered owner of the Bonds.

If no qualified securities depository is the registered owner of the Bonds, notice of redemption shall be mailed to the registered owners of the Bonds. If a portion of a Bond is called for redemption, a new Bond in principal amount equal to the unredeemed portion thereof will be issued to the registered owner upon the surrender thereof.

In the case of an optional redemption, the notice may state that (1) it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, no later than the redemption date or (2) the City retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a "Conditional Redemption"), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as described herein. Any Conditional Redemption may be rescinded at any time. The City shall give prompt notice of such rescission to the affected Bondholders. Any Bonds subject to Conditional Redemption where redemption has been rescinded shall remain outstanding, and the rescission shall not constitute an event of default. Further, in the case of a Conditional Redemption,

the failure of the City to make funds available on or before the redemption date shall not constitute an event of default, and the City shall give immediate notice to all organizations registered with the Securities and Exchange Commission (“SEC”) as securities depositories or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

5. **Execution and Authentication.** The Bonds shall be signed by the manual or facsimile signature of the Mayor, the City’s seal shall be affixed thereto or a facsimile thereof printed thereon and shall be attested by the manual or facsimile signature of the Clerk of the City Council; provided, however, that no Bond signed by facsimile signatures shall be valid until it has been authenticated by the manual signature of an authorized officer or employee of the Registrar and the date of authentication noted thereon.

6. **Bond Form.** The Bonds shall be in substantially the form of Exhibit A, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the officers signing the Bonds, whose approval shall be evidenced conclusively by the execution and delivery of the Bonds.

7. **Pledge of Full Faith and Credit.** The full faith and credit of the City are irrevocably pledged for the payment of principal of and premium, if any, and interest on the Bonds. Unless other funds are lawfully available and appropriated for timely payment of the Bonds, the City Council shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in the City sufficient to pay when due the principal of and premium, if any, and interest on the Bonds.

8. **Registration, Transfer and Owners of Bonds.** The Director of Finance of the City is hereby appointed paying agent and registrar for the Bonds (the “Registrar”). The City may, in its sole discretion, at any time appoint a qualified bank or trust company as successor paying agent and registrar of the Bonds. The Registrar shall maintain registration books for the registration of the Bonds and transfers thereof. Upon presentation and surrender of any Bonds to the Registrar, or its corporate trust office if the Registrar is a bank or trust company, together with an assignment duly executed by the registered owner or the owner’s duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar, the City shall execute, and the Registrar shall authenticate, if required by Section 5, and deliver in exchange, a new Bond or Bonds having an equal aggregate principal amount, in authorized denominations, of the same form and maturity, bearing interest at the same rate, and registered in the name(s) as requested by the then registered owner or the owner’s duly authorized attorney or legal representative. Any such exchange shall be at the expense of the City, except that the Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect thereto.

The Registrar shall treat the registered owner as the person exclusively entitled to payment of principal, premium, if any, and interest and the exercise of all other rights and powers of the owner, except that interest payments shall be made to the person shown as owner on the registration books on the Record Date.

9. **Sale of Bonds.** (a) The City Council authorizes the Bonds to be sold by competitive bid in one or more series, in a principal amount or principal amounts to be determined

by the City Manager, in collaboration with the Financial Advisor, and subject to the limitations set forth in Section 1. The City Manager is also authorized to (i) determine the interest rates of the Bonds, the maturity schedules of the Bonds, and the price to be paid for the Bonds by the purchaser, subject to the limitations set forth in Section 3, (ii) determine the redemption provisions of the Bonds, subject to the limitations set forth in Section 4, and (iii) determine the dated date, the principal and interest payment dates and the Record Date of the Bonds, all as the City Manager determines to be in the best interest of the City.

(b) The City Manager is authorized, on behalf of the City and in collaboration with the Financial Advisor, to take all proper steps to advertise the Bonds for sale, to receive public bids and to award the Bonds to the bidder providing the lowest “true” or “Canadian” interest cost, subject to the limitations set forth in Section 3. Following the sale of the Bonds, the City Manager shall file with the records of the City Council a certificate setting forth the final terms of the Bonds. The actions of the City Manager in selling the Bonds shall be conclusive, and no further action with respect to the sale and issuance of the Bonds shall be necessary on the part of the City Council.

10. **Official Statement.** The draft Preliminary Official Statement describing the Bonds, copies of which have been made available prior to this meeting, is hereby approved as the Preliminary Official Statement by which the Bonds will be offered for sale to the public; provided that the City Manager, in collaboration with the Financial Advisor, may make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this Resolution as the City Manager may consider to be in the best interest of the City. After the Bonds have been sold, the City Manager, in collaboration with the Financial Advisor, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this Resolution as are necessary or desirable to complete it as a final Official Statement. In addition, the City shall arrange for the delivery to the purchaser of the Bonds of a reasonable number of printed copies of the final Official Statement, within seven business days after the Bonds have been sold, for delivery to each potential investor requesting a copy of the Official Statement and to each person to whom the purchaser initially sells Bonds.

11. **Official Statement Deemed Final.** The City Manager is authorized, on behalf of the City, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12 (the “Rule”) of the SEC, except for the omission in the Preliminary Official Statement of certain pricing and other information permitted to be omitted pursuant to the Rule. The distribution of the Preliminary Official Statement and the execution and delivery of the Official Statement in final form shall be conclusive evidence that each has been deemed final as of its date by the City, except for the omission in the Preliminary Official Statement of such pricing and other information permitted to be omitted pursuant to the Rule.

12. **Preparation and Delivery of Bonds.** After the Bonds have been awarded, the officers of the City are authorized and directed to take all proper steps to have the Bonds prepared and executed in accordance with their terms and to deliver the Bonds to the purchaser thereof upon payment therefor.

13. **Arbitrage Covenants.** (a) The City represents that there have not been issued, and covenants that there will not be issued, any obligations that will be treated as part of the same issue of obligations as the Bonds within the meaning of Treasury Regulations Section 1.150-1(c).

(b) The City covenants that it shall not take or omit to take any action the taking or omission of which will cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and regulations issued pursuant thereto, or otherwise cause interest on the Bonds to be includable in the gross income for federal income tax purposes of the registered owners thereof under existing law. Without limiting the generality of the foregoing, the City shall comply with any provision of law that may require the City at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds of the Bonds, unless the City receives an opinion of nationally recognized bond counsel that such compliance is not required to prevent interest on the Bonds from being includable in the gross income for federal income tax purposes of the registered owners thereof under existing law. The City shall pay any such required rebate from its legally available funds.

14. **Non-Arbitrage Certificate and Elections.** Such officers of the City as may be requested by the City’s bond counsel are authorized and directed to execute an appropriate certificate setting forth (a) the expected use and investment of the proceeds of the Bonds in order to show that such expected use and investment will not violate the provisions of Section 148 of the Code and (b) any elections such officers deem desirable regarding rebate of earnings to the United States for purposes of complying with Section 148 of the Code. Such certificate shall be prepared in consultation with the City’s bond counsel, and such elections shall be made after consultation with bond counsel.

15. **Limitation on Private Use.** The City covenants that it shall not permit the proceeds of the Bonds or the facilities financed or refinanced with the proceeds of the Bonds to be used in any manner that would result in (a) 5% or more of such proceeds or facilities being used in a trade or business carried on by any person other than a governmental unit, as provided in Section 141(b) of the Code, (b) 5% or more of such proceeds or facilities being used with respect to any output facility (other than a facility for the furnishing of water), within the meaning of Section 141(b)(4) of the Code, or (c) 5% or more of such proceeds being used directly or indirectly to make or finance loans to any persons other than a governmental unit, as provided in Section 141(c) of the Code; provided, however, that if the City receives an opinion of nationally recognized bond counsel that any such covenants need not be complied with to prevent the interest on the Bonds from being includable in the gross income for federal income tax purposes of the registered owners thereof under existing law, the City need not comply with such covenants.

16. **SNAP Investment Authorization.** The City Council has previously received and reviewed the Information Statement (the “Information Statement”), describing the State Non-Arbitrage Program of the Commonwealth of Virginia (“SNAP”) and the Contract Creating the State Non-Arbitrage Program Pool I (the “Contract”), and the City Council hereby authorizes the City Treasurer in his discretion to utilize SNAP in connection with the investment of the proceeds of the Bonds. The City Council acknowledges that the Treasury Board of the Commonwealth of Virginia is not, and shall not be, in any way liable to the City in connection with SNAP, except as otherwise provided in the Contract.

17. **Continuing Disclosure Agreement.** The Mayor and the City Manager, either of whom may act, are hereby authorized and directed to execute a continuing disclosure agreement (the “Continuing Disclosure Agreement”) setting forth the reports and notices to be filed by the City and

containing such covenants as may be necessary to assist the purchaser of the Bonds in complying with the provisions of the Rule promulgated by the SEC. The Continuing Disclosure Agreement shall be substantially in the form of the City's prior Continuing Disclosure Agreements, which is hereby approved for purposes of the Bonds; provided that the City Manager, in collaboration with the Financial Advisor, may make such changes in the Continuing Disclosure Agreement not inconsistent with this Resolution as the City Manager may consider to be in the best interest of the City. The execution thereof by such officers shall constitute conclusive evidence of their approval of any such completions, omissions, insertions and changes.

18. **Other Actions.** All other actions of officers of the City in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Bonds are hereby ratified, approved and confirmed. The officers of the City are authorized and directed to execute and deliver all certificates and instruments and to take all such further action as may be considered necessary or desirable in connection with the issuance, sale and delivery of the Bonds.

19. **Repeal of Conflicting Resolutions.** All resolutions or parts of resolutions in conflict herewith are repealed.

20. **Filing With Circuit Court.** The Clerk of the City Council, in collaboration with the City Attorney, is authorized and directed to see to the immediate filing of a certified copy of this resolution in the Circuit Court of the City.

21. **Effective Date.** This Resolution shall take effect immediately.

[FORM OF BOND].

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange or payment, and any certificate is registered in the name of Cede & Co., or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), **ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL** inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED.

REGISTERED.

No. R-_____.

\$_____.

UNITED STATES OF AMERICA.

COMMONWEALTH OF VIRGINIA.

CITY OF CHARLOTTESVILLE.

General Obligation Public Improvement Bond.

Series 2017.

INTEREST RATE.	MATURITY DATE.	DATED DATE.	CUSIP.
_____ %	_____, ____	_____, 2017	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS.

The City of Charlottesville, Virginia (the “City”), for value received, promises to pay, upon surrender hereof to the registered owner hereof, or registered assigns or legal representative, the principal sum stated above on the maturity date stated above, subject to prior redemption as hereinafter provided, and to pay interest hereon from its date semiannually on each _____ and _____, beginning _____, at the annual rate stated above, calculated on the basis of a 360-day year of twelve 30-day months. Principal, premium, if any, and interest are payable in lawful money of the United States of America by the City Treasurer, who has been appointed paying agent and registrar for the bonds, or at such bank or trust company as may be appointed as successor paying agent and registrar by the City (the “Registrar”).

Notwithstanding any other provision hereof, this bond is subject to a book-entry system maintained by The Depository Trust Company (“DTC”), and the payment of principal, premium, if any, and interest, the providing of notices and other matters shall be made as described in the City’s Letter of Representations to DTC.

This bond is one of an issue of \$_____ General Obligation Public Improvement Bonds, Series 2017, of like date and tenor, except as to number, denomination, rate of interest, privilege of redemption and maturity, and is issued pursuant to the Constitution and statutes of the Commonwealth of Virginia, including the Public Finance Act of 1991. The bonds are being issued pursuant to a resolution adopted by the City Council of the City (the "City Council") on _____, 2017, to finance certain public improvement projects.

Bonds maturing on or before _____, 20__, are not subject to redemption prior to maturity. Bonds maturing on or after _____, 20__, are subject to redemption prior to maturity at the option of the City on or after _____, 20__, in whole or in part (in any multiple of \$5,000) at any time, upon payment of the following redemption prices (expressed as a percentage of principal amount of bonds to be redeemed) plus interest accrued and unpaid to the date fixed for redemption:

Period During Which Redeemed. (Both Dates Inclusive).	Redemption. Price.
--	-------------------------------

[Bonds maturing on _____, 20__, are required to be redeemed in part before maturity by the City on _____ in the years and amounts set forth below, at a redemption price equal to the principal amount of the bonds to be redeemed, plus accrued interest to the date fixed for redemption:

<u>Year.</u>	<u>Amount.</u>	<u>Year.</u>	<u>Amount].</u>
---------------------	-----------------------	---------------------	------------------------

If less than all of the bonds are called for redemption, the bonds to be redeemed shall be selected by the Director of Finance of the City in such manner as such officer may determine to be in the best interest of the City. If less than all of the bonds of any maturity are called for redemption, the bonds within such maturity to be redeemed shall be selected by DTC or any successor securities depository pursuant to its rules and procedures or, if the book-entry system is discontinued, shall be selected by the Registrar by lot in such manner as the Registrar in its discretion may determine. In either case, (a) the portion of any bond to be redeemed shall be in the principal amount of \$5,000 or some integral multiple thereof and (b) in selecting bonds for redemption, each bond shall be considered as representing that number of bonds that is obtained by dividing the principal amount of such bond by \$5,000. The City shall cause notice of the call for redemption identifying the bonds or portions thereof to be redeemed to be sent by facsimile or electronic transmission, registered or certified mail or overnight express delivery, not less than 30 nor more than 60 days prior to the redemption date, to the registered owner hereof. If a portion of this bond is called for redemption, a new bond in principal amount of the unredeemed portion hereof will be issued to the registered owner upon surrender hereof.

The City may give notice of redemption prior to a deposit of redemption moneys if such notice states that the redemption is to be funded with the proceeds of a refunding bond issue and is conditioned on the deposit of such proceeds. Provided that moneys are deposited on or before the redemption date, such notice shall be effective when given. If such proceeds are not available on the redemption date, such bonds will continue to bear interest until paid at the same rate they would have borne had they not

been called for redemption. On presentation and surrender of the bonds called for redemption at the place or places of payment, such bonds shall be paid and redeemed.

The full faith and credit of the City are irrevocably pledged for the payment of principal of and premium, if any, and interest on this bond. Unless other funds are lawfully available and appropriated for timely payment of this bond, the City Council shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all taxable property within the City sufficient to pay when due the principal of and premium, if any, and interest on this bond.

The Registrar shall treat the registered owner of this bond as the person exclusively entitled to payment of principal of and premium, if any, and interest on this bond and the exercise of all others rights and powers of the owner, except that interest payments shall be made to the person shown as the owner on the registration books on the ___ day of the month [preceding] [in which] each interest payment [is due].

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this bond have happened, exist and have been performed, and the issue of bonds of which this bond is one, together with all other indebtedness of the City, is within every debt and other limit prescribed by the Constitution and statutes of the Commonwealth of Virginia.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the City of Charlottesville, Virginia, has caused this bond to be to be signed by the Mayor, its seal to be affixed hereto and attested by the Clerk of the City Council, and this bond to be dated the date first above written.

(SEAL).

Mayor, City of Charlottesville, Virginia.

(ATTEST).

Clerk of Council,
City of Charlottesville, Virginia.

ASSIGNMENT.

FOR VALUE RECEIVED the undersigned sell(s), assign(s) and transfer(s) unto _____ (Please print or type name and address, including postal zip code, of Transferee).

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF TRANSFEREE:

: :
: :
: :

the within bond and all rights thereunder, hereby irrevocably constituting and appointing _____, Attorney, to transfer said bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed.

NOTICE: Signature(s) must be guaranteed by an Eligible Guarantor Institution such as a Commercial Bank, Trust Company, Securities Broker/Dealer, Credit Union or Savings Association who is a member of a medallion program approved by The Securities Transfer Association, Inc.

(Signature of Registered Owner).

NOTICE: The signature above must correspond with the name of the registered owner as it appears on the front of this bond in every particular, without alteration or enlargement or any change whatsoever.

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**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	June 5, 2017
Action Required:	Approval of Lease Agreement Renewal
Presenter:	Kathy McHugh, Housing Development Specialist
Staff Contacts:	Kathy McHugh, Housing Development Specialist
Title:	Authorization to Renew the Lease Agreement for 608 Ridge Street

Background:

As previously approved by City Council (in December 2013 and July 2014), the City owned property known as ecoREMOD (located at 608 Ridge Street) is currently being leased to the Local Energy Alliance Program (LEAP). The current lease was approved by Council on May 2, 2016 and will expire on June 30, 2017. LEAP has requested the City renew the lease for another a 12-month term with the option to extend the lease agreement for an additional 12-months subject to City (Landlord) discretion.

LEAP is a nonprofit energy services company which helps residents and business owners attain greater energy efficiency. Since LEAP's initial occupation, the property has been used as a library / resource center for information on energy efficiency, as well as office space for staff. LEAP has acted as a steward for this community resource and has hosted numerous meetings for the benefit of the public all while becoming a community leader on increasing the health, safety and energy efficiency of area homes / businesses.

Discussion:

While the City ultimately intends to sell 608 Ridge Street (608) to recoup funds used from the Charlottesville Affordable Housing Fund for purchase and renovation, we know that the sale will be challenging due to the unique energy efficiency features (having received designation as LEED Platinum) and lack of comparable properties in Charlottesville to establish a fair asking price that is commensurate with the investment that has been made (\$170,000 for purchase, \$335,959 for rehab related expenses, as well as \$264,105 in donated materials and services).

It is noteworthy, however, that nearby construction of new mixed income housing at both Burnett Commons II – The Woods and Burnett Commons III – The Park on Elliott Avenue and planned future development of William Taylor Plaza (at the corner of Cherry and Ridge) should positively impact the value of property.

While there is certainly a community benefit derived from supporting LEAP and allowing them to continue to lease 608 Ridge Street at a below market rate rent, ultimately the City needs to make a decision about the future of this City-owned property based on all the factors involved. In the meantime, to avoid disruption to LEAP operations and to ensure the building does not sit vacant, City Council should consider approving the renewal of the LEAP lease.

Community Engagement:

There was a public hearing held for the new lease prior to the presentation of this request.

Alignment with City Council's Vision and Priority Areas:

This effort would support Council's vision of a Green City and Smart, Citizen-Focused Government.

Budgetary Impact:

The current lease with LEAP is \$1,000/month. The proposed lease would keep this cost the same through June 30, 2018. Both prior and future rental payments help to offset the City's investment in 608 Ridge Street and having a tenant in the property relieves the City of the responsibility for monthly utilities to keep the space conditioned, so that mechanical and plumbing systems are safeguarded.

Recommendation:

Staff recommends approval of the resolution to authorize the renewal of the lease to LEAP as outlined herein until June 30, 2018.

Alternatives:

There are alternative actions available to Council, which include but are not limited to: 1) no action, which would require LEAP to move out once the current agreement expires on June 30, 2017; or 2) approval of the lease with different requirements for rent amount / term. It should also be noted that approval of the lease does not preclude the City from attempting to sell the property (subject to City policy regarding the sale of land); however, LEAP would have the right of first refusal which would effectively allow them up to 90 days to relocate if they were to refuse and the City moved ahead to terminate the lease and sell the property.

Attachments:

Resolution to Authorize the Lease of City Owned Land at 608 Ridge Street
Lease Agreement

**RESOLUTION
TO AUTHORIZE THE LEASE OF CITY OWNED LAND
AT 608 RIDGE STREET TO
LOCAL ENERGY ALLIANCE PROGRAM (LEAP)**

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

Lease Agreement dated July 1, 2017 between the City of
Charlottesville and the Local Energy Alliance Program (LEAP)
for the property located at 608 Ridge Street.

THIS LEASE AGREEMENT, made as of this 1st day of July, 2017, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, hereinafter the "Landlord", and **THE LOCAL ENERGY ALLIANCE PROGRAM**, a Virginia non-profit organization, hereinafter the "Tenant";

WITNESSETH:

That Landlord hereby leases unto the Tenant and the Tenant hereby agrees to lease from the Landlord the building located at 608 Ridge Street in the City of Charlottesville, Virginia, hereinafter referred to as the "Premises."

1. Term. The term of this lease shall commence July 1, 2017 and shall end on June 30, 2018 (the "Term"). At the discretion of the Landlord, this lease may be extended for an additional period of time of up to one year.

2. Rent / Late Fee / Deposit. The Tenant agrees to pay the Landlord rent during the Term of this lease of One Thousand Dollars (\$1,000) per month. The Tenant shall pay the Landlord the rent, in advance, on the first day of each calendar month. The Tenant shall pay a late fee of Fifty Dollars (\$50.00) for any rent payment not paid by the due date. On execution of this lease, Tenant shall deposit with Landlord one month's rent as security for the faithful performance by Tenant of the terms herein, to be returned to Tenant, without interest, upon full performance of its obligations herein.

3. Improvements. Any alterations, additions and improvements to the Premises must be approved by Landlord prior to the commencement of construction. Except as otherwise provided hereafter, all such alterations, additions, and improvements to the Premises shall inure to the benefit of and shall become the property of the Landlord.

4. Right of First Refusal. If during the Term the Landlord receives a bona fide offer from a third party to purchase the Premises, the Landlord shall not accept such offer without first offering the Premises for sale to the Tenant on the same terms and conditions contained in the offer from such third party. Tenant shall have a period of forty-five (45) days from the date of said offer by Landlord to accept such offer. If Tenant fails to exercise said right of first refusal within the 45 day period, the Landlord may elect to terminate this lease upon forty-five (45) days prior written notice to Tenant.

5. Maintenance and Repairs. Tenant shall be responsible for paying all costs associated with utilities (i.e., water, sewer, electrical, gas, and telecommunications/data), as well as landscape maintenance and trash/garbage removal. Further, Tenant shall comply with all laws and ordinances affecting the cleanliness, occupancy, use and preservation of the Premises, including but not limited to, City of Charlottesville Code §5-148 (*Unlawful accumulations of garbage, refuse, etc.*); §5-149 (*Unlawful growth of weeds and other vegetation*); and §5-155 (*Duty of owner or occupant to cut grass, weeds and other vegetable matter from property line to the public street right-of-way*). Tenant will also be responsible for snow removal from the Premises (i.e., from entrance stairs, decks/porches, walkways), including the requirements of Charlottesville City Code §28-25 (*Removal of snow, sleet and ice from sidewalks*).

Tenant shall be responsible for all routine, non-structural repairs and maintenance of the Premises. Landlord shall be responsible for all other maintenance and repairs associated with the

Premises, including heating and air conditioning equipment, electrical panel, internal electrical wiring, roof, and all structural members of the building.

Tenant shall immediately notify the Charlottesville Division of Facilities Maintenance of all known problems that might represent a health or safety risk, or which may lead to failure of or damage to those components of the Premises.

6. Tenant Duties. The Tenant agrees to comply with all the laws and ordinances affecting the cleanliness, occupancy, use and preservation of the Premises. The Tenant shall not keep or have on the Premises any materials of a dangerous, flammable or explosive character which might increase the danger of fire upon the Premises. The Tenant shall use the Premises and all facilities contained therein in a reasonable manner and shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the Premises, or permit any person to do so. The Tenant shall pay its own utility bills and shall indemnify the Landlord against any liability or damages on such account. The Tenant shall, at its own cost and expense, obtain general liability insurance covering interests of the Landlord and the Tenant in the Premises, with the limits of such insurance to be in the sum of at least One Million Dollars (\$1,000,000.00). Said policy shall name Landlord as an additional insured.

7. Sublet or Assignment. The Tenant shall have no right to assign or sublet the Premises, or any portion thereof, to any other party without the prior written consent of the Landlord, which consent shall be entirely within the discretion of the Landlord.

8. Access. The Landlord shall have the right to enter the Premises during normal business hours in order to inspect the Premises, make necessary repairs pursuant to Paragraph 5, or exhibit the Premises to either prospective or actual purchasers, tenants, workers or contractors. The Landlord may so enter without the consent of the Tenant any time in case of emergency. Except in the case of emergency, or if it is impractical to do so, the Landlord shall give the Tenant reasonable notice of its intention to enter.

9. Damage to Premises. In the event that the Premises shall be substantially damaged by fire or other casualty, the Premises shall be forthwith repaired, restored or rebuilt, as the case may be, within a reasonable time by the Landlord at the Landlord's expense, to its condition immediately prior to such damage or destruction. All provisions of this lease with respect to the payment of any rent shall be pro-rated based upon extent of damage and its impact upon Tenant's use of the Premises from the date of the casualty until such repairs are completed. The term of the lease may be extended by a similar period, at the Landlord's discretion.

10. Hours of Operation. Tenant shall establish regular hours during which the Premises will be open to the public (subject to staffing limitations), with the understanding that information about the Premises and its unique features will also be available electronically to the public.

11. Occupation / Use of Premises. The Premises shall be used to promote the benefits of ecoREMOD construction. The Tenant shall display books and other publications, an interactive website, and onsite staff who are knowledgeable about energy efficiency. The Tenant will act as steward for this community resource and will hold seminars and presentations for public benefit on how people can increase the health and safety of their homes while saving money and conserving resources.

12. Snow Removal: Snow removal is the responsibility of the Tenant.

13. Events of Default. The occurrence of any of the following shall constitute an event of default of the Tenant:

(a) Delinquency of the payment of any rent due under this lease for a period of 15 days after the first of any month.

(b) Nonperformance or noncompliance by the Tenant with any of the conditions or obligations of the Tenant contained in this lease for a period of 30 days after written notice thereof. The Tenant shall be accorded such 30 day period to cure the default, which time may, in the Landlord's sole discretion, be extended for so long as may be necessary to cure such default, provided Tenant commences promptly and proceeds diligently to cure such default.

(c) Filing by the Tenant or against the Tenant in any court pursuant to any statute of a petition of bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or an assignment by the Tenant for the benefit of creditors, provided that such proceedings are not dismissed within 90 days after the commencement of same.

(d) Failure by the Tenant to maintain its IRS status as a charitable organization.

14. Landlord's Remedies. Upon the occurrence of any event of default, the Landlord, at any time thereafter, may give written notice to the Tenant, by certified mail, return receipt requested, specifying the event of default and stating that the lease shall expire on a certain date, which date shall be at least 60 days after the date of such notice. Upon the date specified on such notice, this lease and all rights of the Tenant hereunder shall terminate.

At any time after such termination, the Landlord may relet the Premises or any part thereof. The failure of the Landlord to relet the Premises or any part thereof shall not make the Landlord liable to the Tenant for damages. No such termination of this lease shall relieve the Tenant of its liability and obligations under this lease, including the obligation for rent for the balance of the term.

15. Termination or Expiration of Lease Term. Upon termination or expiration of this lease, Landlord shall have the right to reenter and repossess the Premises and may dispossess the Tenant and remove the Tenant and all other persons and property from the Premises. Tenant shall leave the Premises in good and "broom clean" condition, ordinary wear and tear excepted.

16. Waiver. Failure of the Landlord to insist, in any one or more instances, upon a strict performance of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment of such right, but the same shall continue and remain in full force and effect. No waiver by the Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Landlord.

17. Notice. Any notice to the Tenant shall be sent by regular mail, postage prepaid (unless otherwise specified in this Lease), to Tenant at 608 Ridge Street, Charlottesville, Virginia 22903. Any notice to the Landlord shall be sent by regular mail, postage prepaid, to the Landlord in care of the City Manager, P.O. Box 911, Charlottesville, Virginia 22902.

18. Entire Agreement. This lease embodies the entire agreement between the parties and shall not be altered, changed or modified in any respect without a written instrument duly executed by both parties.

19. Applicable Law. This instrument shall be construed, interpreted and applied in accordance

with the laws of the Commonwealth of Virginia.

20. Benefits. This agreement is binding upon and shall inure to the benefit of all the respective parties hereto, their respective successors, legal representatives and assigns.

WITNESS the following signatures and seals.

Approved as to form:

CITY OF CHARLOTTESVILLE, VIRGINIA

Lisa A. Robertson
Chief Deputy City Attorney

By: _____
Maurice Jones, City Manager

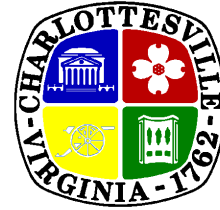
LOCAL ENERGY ALLIANCE PROGRAM (LEAP)

By: _____

Title: _____

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**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	June 5, 2017
Actions Required:	Yes (First of two readings)
Staff Presenter:	Craig Brown, City Attorney
Staff Contacts:	Craig Brown, City Attorney
Re:	Cemetery Access easement at Buford Middle School

Background:

Nancy O'Brien of 501 9th Street is requesting a permanent easement through the Buford Middle School property that is located adjacent to her home. The purpose of the easement will be to allow access through the Buford site to the Fife family cemetery, which is located at the rear of Ms. O'Brien's property. If approved the easement would only be available for use after Ms. O'Brien no longer owns 501 9th Street.

Discussion:

The proposed easement is a 40-foot nonexclusive easement that would allow visitors to the cemetery to have access from Cherry Avenue. While the City of Charlottesville holds legal title to the Buford Middle School property, its use as school property means that the City School Board has ultimate control over whether the easement is granted.

The six terms and conditions for use of the easement listed on pages 1 and 2 of the Deed of Easement were negotiated between Ms. O'Brien and the City School administration. They are designed to allow access to the family cemetery while minimizing any impact on school operations. This Deed of Easement was approved by the Charlottesville City School Board at their regular meeting on May 4, 2017.

Community Engagement:

There has been no prior community engagement, but there is an advertised public hearing scheduled before City Council on the granting of the easement.

Budget Impact:

The granting of the easement will have no impact on the City budget.

Recommendation:

Staff recommends adoption of the attached ordinance.

Alternatives:

City Council can decline to approve the easement, or propose different terms and conditions. If the proposed terms of the easement are changed it will need to be considered again by the City School Board.

Attachments:

Proposed Ordinance

AN ORDINANCE
APPROVING A DEED OF EASEMENT FROM THE CITY OF CHARLOTTESVILLE,
VIRGINIA AND THE SCHOOL BOARD OF THE CITY OF CHARLOTTESVILLE,
VIRGINIA, AS GRANTORS, AND NANCY K. O'BRIEN AND EXPEDITION TRUST
COMPANY, AS CO-TRUSTEES OF THE FRANCIS HARRISON FIFE RESIDENCE TRUST,
AS GRANTEES, ACROSS THE BUFORD MIDDLE SCHOOL PROPERTY
AT 1000 CHERRY AVENUE.

BE IT ORDAINED by the Council for the City of Charlottesville, Virginia that the attached Deed of Easement between the City of Charlottesville, Virginia and the School Board of the City of Charlottesville, Virginia, as Grantors, and Nancy K. O'Brien and Expedition Trust Company, as Co-Trustees of the Francis Harrison Fife Residence Trust, as Grantees, is hereby approved. The Mayor is authorized to execute the Deed and any other documents necessary to consummate the transaction on behalf of the City, in form approved by the City Attorney.

Prepared by: S. Craig Brown (VSB #19286)
City Attorney's Office, 605 East Main Street
Charlottesville, VA 22902
Tax Map Reference: 230192000 (1000 Cherry Avenue)

**This deed is exempt from state recordation tax imposed under Va. Code Sec. 58.1-802,
pursuant to Va. Code Sec. 58.1-811(C)(4)**

THIS DEED OF EASEMENT is made and entered into this _____ day of _____, 2017, by and between **THE SCHOOL BOARD OF THE CITY OF CHARLOTTESVILLE, VIRGINIA**, whose address is 1562 Dairy Road, Charlottesville, Virginia 22903, and the **CITY OF CHARLOTTESVILLE, VIRGINIA**, whose address is 605 East Main Street, Charlottesville, Virginia 22902, together referenced as "Grantors" herein, and **NANCY K. O'BRIEN and EXPEDITION TRUST COMPANY, CO-TRUSTEES OF THE FRANCIS HARRISON FIFE RESIDENCE TRUST** and their successors and assigns, the "Grantee" herein, whose address is 310 4th Street, NE, Suite 102, Charlottesville, Virginia 22902.

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged by the Grantors, the Grantors do hereby GRANT and CONVEY unto Grantee, its successors and assigns, the following described permanent cemetery access easement, to-wit:

A nonexclusive perpetual easement of right-of-way forty feet (40') in width, as shown by crosshatching and designated as "New 40' Cemetery Access Easement" on the plat of Commonwealth Land Surveying, LLC, entitled "Physical Survey and New Cemetery Access Easement TMP 30-169 Francis Harrison Fife Trust", dated August 14, 2015, attached hereto. The aforesaid easement crosses property identified on City Real Property Tax Map 23 as Parcel 192, and commonly known as Buford Middle School, 1000 Cherry Avenue, Charlottesville, Virginia.

The permanent cemetery access easement is conveyed to the Grantee by the Grantors subject to the following conditions:

- (1) The easement shall only be for the purposes of ingress to and egress from the family cemetery located on the lands of the Grantee and labeled "Fife Family Cemetery" on the attached plat.

- (2) Grantee's use of the easement shall be limited to future burials in and family visitations to said family cemetery. Burials within the family cemetery shall be scheduled in advance with the Buford Middle School administration office, or if unavailable due to a school holiday or vacation period, then with the central school administration office of the City of Charlottesville (as applicable, the "School Office"). Any visitations to the family cemetery which occur while school is in session shall only be made following prior written notification to the School Office.
- (3) The access easement described herein will not be used by the Grantee until such time as Grantee no longer owns the property currently identified on City Real Property Tax Map 30 as Parcel 169, and commonly known as 501 9th Street, S.W., Charlottesville, VA.
- (4) The easement granted herein shall terminate if and when the existing traffic circulation pattern of the Buford Middle School campus is changed so that the primary entrance to the school is from 9th Street, S.W., rather than from Cherry Avenue; provided, however, that the easement will terminate only if Grantors grant to the Grantee a replacement permanent cemetery access easement between the 9th Street entrance and the family cemetery, under the same terms and conditions as provided herein.
- (5) Grantee shall install and maintain, at its own expense, a gate with a lock in the existing chain link fence that separates the Buford Middle School property and the family cemetery, to allow direct access from the easement to the cemetery. Grantee shall provide the School Office with a key to the lock upon request.
- (6) The Grantee agrees to hold the Grantors harmless from any liability, responsibility, or damages caused by reason of the use of the access easement by the Grantee, its successors or assigns.

This Deed of Easement shall be binding upon and inure to the benefit of the Grantors and Grantee and their successors and assigns, and shall be subject to all covenants, conditions, restrictions, and other easements of record insofar as they may legally affect the easement.

WITNESS the following signatures and seals.

[Signature panels on following pages]

Grantor:

**SCHOOL BOARD OF THE CITY OF
CHARLOTTESVILLE, VIRGINIA**

By: _____

Title: _____

COMMONWEALTH OF VIRGINIA
City of Charlottesville

The foregoing Deed of Easement was acknowledged before me, a Notary Public for and in the aforesaid Commonwealth and City, on this _____ day of _____, 2017, by _____, on behalf of the School Board of the City of Charlottesville, Virginia.

My commission expires: _____

Notary Public
Registration #: _____

Grantor:

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____
A. Michael Signer, Mayor

COMMONWEALTH OF VIRGINIA
City of Charlottesville

The foregoing Deed of Easement was acknowledged before me, a Notary Public for and in the aforesaid Commonwealth and City, on this _____ day of _____, 2017, by A. Michael Signer, Mayor, on behalf of the City of Charlottesville, Virginia.

My commission expires: _____

Notary Public
Registration #: _____

Grantee:

FRANCIS HARRISON FIFE RESIDENCE TRUST

Nancy K. O'Brien, Co-Trustee

Expedition Trust Company, Co-Trustee

By: _____

Title: _____

COMMONWEALTH OF VIRGINIA
City of Charlottesville

The foregoing Deed of Easement was acknowledged before me, a Notary Public for and in the aforesaid Commonwealth and City, on this _____ day of _____, 2017, by Nancy K. O'Brien, as Co-Trustee of the Francis Harrison Fife Residence Trust.

My commission expires: _____

Notary Public
Registration #: _____

COMMONWEALTH OF VIRGINIA
City of Charlottesville

The foregoing Deed of Easement was acknowledged before me, a Notary Public for and in the aforesaid Commonwealth and City, on this _____ day of _____, 2017, by _____, on behalf of Expedition Trust Company, as Co-Trustee of the Francis Harrison Fife Residence Trust.

My commission expires: _____

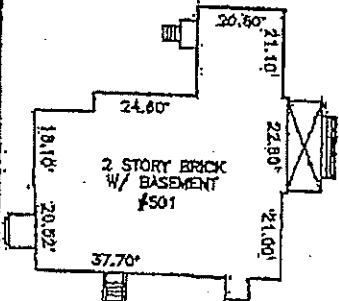
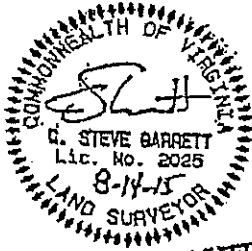
Notary Public
Registration #: _____

ON APRIL 22, 2015 I SURVEYED THE PROPERTY SHOWN ON THIS PLAT AND THE TITLE LINES AND WALLS OF THE BUILDINGS ARE SHOWN HEREON.

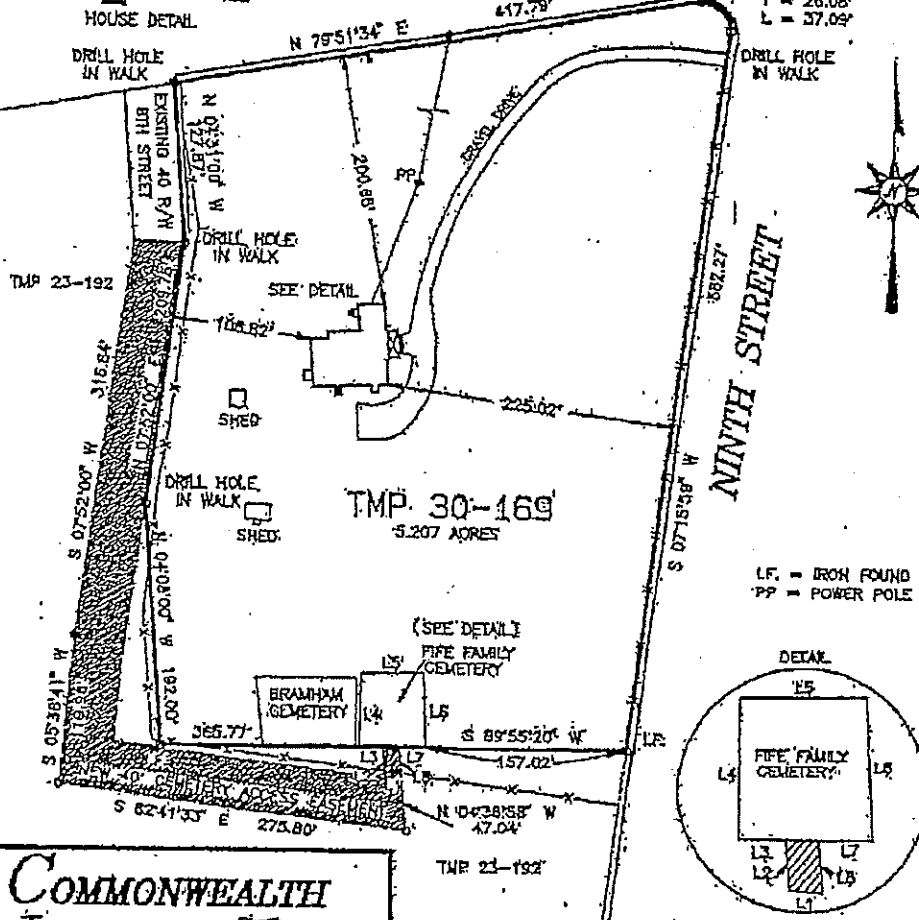
PROPERTY IS NOT IN A H.U.O. DESIGNATED 100 YEAR FLOOD ZONE BUT IS LOCATED IN FLOOD ZONE "X" AS SHOWN ON COMMUNITY PANEL NO. 51003C 0288D.

INSTR. #: 2008:2445

LINE	DIRECTION	DISTANCE
L1	N 86°12'48" W	12.00'
L2	N 04°38'58" W	20.43'
L3	S 89°55'20" W	14.21'
L4	N 00°19'01" E	57.25'
L5	N 89°02'10" E	49.47'
L6	S 02°24'11" E	39.27'
L7	S 89°55'20" W	21.21'
L8	S 04°36'58" E	21.30'

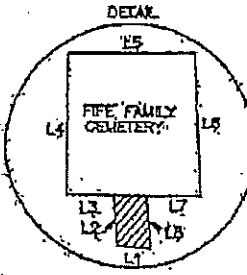


CHERRY AVENUE



Δ = 103°38'34"
R = 20.50'
T = 26.08'
L = 37.09'

LF = IRON FOUND
PP = POWER POLE



COMMONWEALTH LAND SURVEYING, LLC.
1484 GREENBRIER PLACE
CHARLOTTESVILLE VIRGINIA 22901
PH: 434-973-0513

PHYSICAL SURVEY AND
NEW CEMETERY ACCESS EASEMENT
TMP 30-169
FRANCIS HARRISON FIFE TRUST
CHARLOTTESVILLE, VIRGINIA
SCALE: 1" = 500
AUGUST 14, 2015

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**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	June 5, 2017
Action Required:	Public Hearing and Adoption of Ordinance
Presenter:	S. Craig Brown, City Attorney
Staff Contacts:	S. Craig Brown, City Attorney Brian Haluska, Principal Planner, NDS
Title:	Conveyance of City Land at Intersection of Grady Avenue and Preston Avenue

Background:

Dairy Holdings, LLC, the owner of property on Grady Avenue commonly known as the “Monticello Dairy” site, recently discovered that a strip of land that appeared to be a part of their property at 946 Grady Avenue is at least partially owned by the City. This property (1,403 square feet in area) is partly existing unused right-of-way and partly residue land that VDOT acquired in 1974 for the Preston Avenue widening project and then quitclaimed to the City in 1979. Title to the unused right-of-way is not clear, but the residue land is City-owned (together the “Subject Property”).

The Subject Property is located at the entrance to the Monticello Dairy site, and technically blocks direct access to the private roadway entrance to their property. This roadway entrance was the former Wood Street, which was acquired by street closing ordinance in 1977 and combined with the Monticello Dairy site. The exact boundary line of the former Wood Street in 1977 at this point cannot be determined, so it is possible that the unused right-of-way portion of the Subject Property was also closed in 1977 and is not owned by the City. The area has been improved and maintained by Dairy Holdings, LLC as part of the access roadway for 946 Grady Avenue. Dairy Holdings, LLC is planning to redevelop their property (located on both sides of the Subject Property), and is asking the City to convey the property to them without compensation so that it can legally be combined with their existing parcel (City Tax Map Parcel 310060000).

Discussion:

The property at 946 Grady Avenue is within the Central City Corridor zoning district and is a part of an entrance corridor overlay district. It is not currently being considered for any type of land use approval by the City; however, the applicant has had preliminary discussions with City staff about future development of the property. The property is designated as “Commercial” in the City’s Comprehensive Plan. The addition of this land will not give the owner any substantial additional development rights.

This request was reviewed administratively by the Departments of Neighborhood Development Services, Public Works, Public Utilities, Parks and Recreation and the Real Estate Assessor. There are existing City utilities (natural gas line and sanitary sewer line) that would be protected with an easement to the City incorporated within the deed of quitclaim. There is a concrete median structure (“pork chop”) and sidewalk on the subject land that basically serves the Monticello Dairy site and will be addressed when the redevelopment plan is submitted.

The City has no current or anticipated uses for this property, and no Department raised any concern or reservation regarding the requested conveyance. The Real Estate Assessor valued the property at \$44,900, but also commented that this land has been shown for at least 10 years on the Tax Maps as part of the Monticello Dairy site, and taxed as part of that property.

Alignment with City Council’s Vision and Strategic Plan:

N/A

Community Engagement:

The proposed conveyance has been advertised as a public hearing to allow the public an opportunity to comment on this request.

Budgetary Impact:

Dairy Holdings, LLC is requesting that the City land be conveyed to them without consideration. Because of its shape, location and small size, the property has no real value to anyone other than Dairy Holdings, LLC. If the City-owned land is conveyed and added to 946 Grady Avenue, the assessed value of that parcel will not increase for the reasons cited above.

Recommendation:

Approve the conveyance of the City-owned land to Dairy Holdings, LLC by quitclaim deed, reserving utility easements for the City utilities. Staff recommends that the Subject Property be conveyed without compensation since title to the majority of the Subject Property is unclear.

Alternatives:

Retain ownership of the property and deny the request for a conveyance, or offer to sell the property to Dairy Holdings, LLC for a specific amount.

Attachments:

- Proposed Ordinance
- Survey Plat of Requested Property
- Photos of Area
- Wood Street Closing Ordinance (1977)

**AN ORDINANCE
AUTHORIZING THE CONVEYANCE OF CITY-OWNED RIGHT-OF-WAY
AND LAND ADJACENT TO 946 GRADY AVENUE
TO DAIRY HOLDINGS, LLC**

WHEREAS, Dairy Holdings, LLC, the owner of property designated as Parcel 60 on City Real Estate Tax Map 31 (946 Grady Avenue), wishes to acquire certain City right-of-way and City-owned land acquired by the City from the Commonwealth of Virginia as residue land from the Preston Avenue widening project, said land and right-of-way being shown on the attached plat dated April 28, 2017; and

WHEREAS, in accordance with Virginia Code Sec. 15.2-1800(B), a public hearing was held to give the public an opportunity to comment on the proposed conveyance of the City property as requested by Dairy Holdings, LLC; and

WHEREAS, the City Assessor, and Departments of Neighborhood Development Services, Public Works, Public Utilities and Parks and Recreation, have reviewed the proposed conveyance and have no objection thereto, provided that the City retain easements for existing utility lines located within the land to be conveyed;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Charlottesville, Virginia that the Mayor is authorized to execute a deed of quitclaim, in form approved by the City Attorney, for certain City-owned land and right-of-way, approximately 1,403 square feet in area, adjacent to Parcel 60 on City Tax Map 31, being shown on the attached plat dated April 28, 2017. The deed of quitclaim shall reserve easements for existing utility lines in locations acceptable to the Director of Public Utilities. No compensation will be due to the City for the conveyance. The City Attorney is hereby authorized to take whatever steps are necessary to effect the closing of said property conveyance.

OWNER'S APPROVAL:

THE BOUNDARY LINE ADJUSTMENT DESCRIBED HEREIN IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES. ANY REFERENCE TO FUTURE POTENTIAL DEVELOPMENT IS TO BE DEEMED AS THEORETICAL ONLY. ALL STATEMENTS AFFIXED TO THIS PLAT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

(OWNER) DAIRY HOLDINGS, LLC DATE

STATE OF: _____
COUNTY OR CITY OF: _____

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2017,
BY: _____

NOTARY PUBLIC

MY COMMISSION EXPIRES:

(OWNER) CITY OF CHARLOTTESVILLE, VIRGINIA DATE

STATE OF: _____
COUNTY OR CITY OF: _____

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2017,
BY: _____

NOTARY PUBLIC

MY COMMISSION EXPIRES:

SURVEY NOTES:

1. PROPERTY & ZONING INFORMATION:

TMP 31-60
OWNER: DAIRY HOLDINGS, LLC
REFERENCE: INST. NO. 2017001198
PARCEL ID NUMBER: 310060000
PROPERTY ADDRESS: 946 GRADY AVENUE
(ORIGINAL) AREA: 4.354 AC. (189,664 SF)
ZONED: CCH

2. THE BOUNDARY SURVEY AND EXISTING CONDITIONS SHOWN HEREON ARE BASED ON FIELD SURVEY BY TIMMONS GROUP COMPLETED ON NOVEMBER 22, 2016.

4. HORIZONTAL DATUM IS BASED ON NAD83 (NA2011), VIRGINIA STATE GRID, SOUTH ZONE. DATUM ESTABLISHED THROUGH LEICA SmartNET REFERENCING STATION LOY1, CHARLOTTESVILLE, VA.

5. BASED ON FEMA FLOOD INSURANCE RATE MAP (FIRM), MAP NO. 51003C0286D, PANEL 286 OF 575 EFFECTIVE DATE FEBRUARY 4, 2005, THE PROPERTY SHOWN LIES IN UNSHADED ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

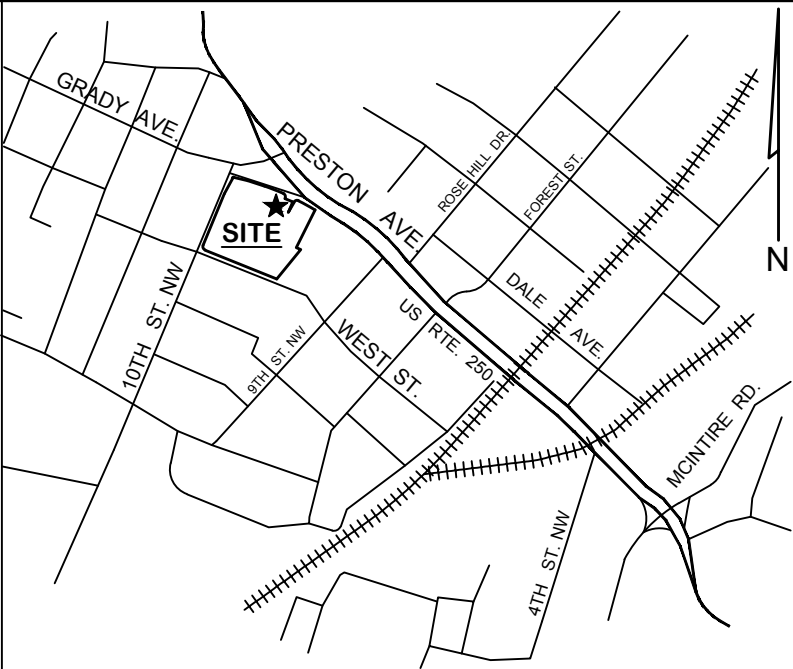
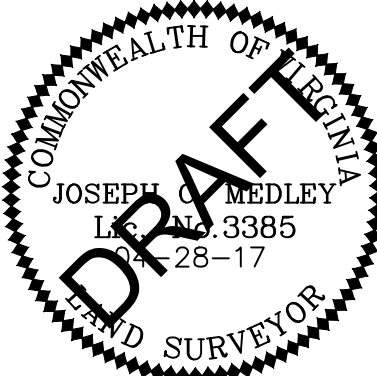
6. THIS PLAT WAS PREPARED WITH THE BENEFIT OF A TITLE REPORT, COMMITMENT NO. 61677 FROM CHICAGO TITLE INSURANCE COMPANY, ISSUED / EFFECTIVE NOVEMBER 7, 2016.

7. REGARDING EXISTING UTILITIES DEPICTED ON THE SUBJECT PROPERTY AND LYING IN THE CORRIDOR FORMERLY KNOWN AS WOOD STREET, THE CITY OF CHARLOTTESVILLE MAINTAINS A PERPETUAL EASEMENT FOR THE MAINTENANCE & ACCESS FOR/TO SANITARY, WATER, AND GAS SERVICES LOCATED THEREIN. SEE DEED BOOK 382, PAGE 298.

8. RIGHT-OF-WAY CONFIGURATION SHOWN HEREON FOR GRADY AVENUE BASED ON DEEDS AND PLATS OF RECORD AND STATE HIGHWAY PLANS (STATE PROJ. NO. 0250-104-101). ABANDONMENT OF WOOD STREET IMPLIES EXISTING CONFIGURATION AS SHOWN BASED ON THE LOCATION OF EXISTING MONUMENTS AND AN ALTA/NSPS LAND TITLE SURVEY PERFORMED BY THIS FIRM, DATED DEC. 7, 2016.

SURVEYOR'S CERTIFICATE:

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



VICINITY MAP 1" = 1000'

CITY APPROVALS:

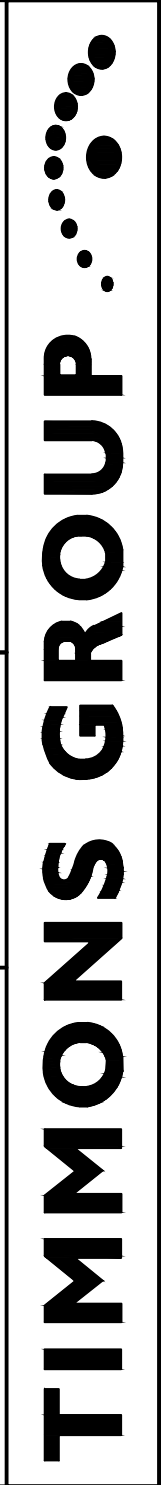
SECRETARY OF THE PLANNING COMMISSION DATE

CHAIRMAN OF THE PLANNING COMMISSION DATE

Scale: 1" = 30'
Date: April 28, 2017
Sheet: 1 of 2
Drawn by: JCM
J.N.: 39075
Checked by: JCM

YOUR VISION ACHIEVED THROUGH OURS.

THIS DRAWING PREPARED AT THE
STAUNTON OFFICE
28 Imperial Drive | Staunton, Virginia 24401
TEL 540.885.0920 FAX 540.885.0786 www.timmons.com



Y:\90439075-Montire\Daily_Property\DWG\39075-XPS\URV_ROW_Vacation.dwg | Plotted on 5/30/2017 12:20 PM | by Joe Medley

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C1	1410.39'	106.87'	53.46'	4°20'30"	S68°43'06"E	106.85'
C2	17.00'	26.56'	16.86'	89°31'36"	S21°47'03"E	23.94'
C3	17.27'	27.88'	18.03'	92°28'47"	N69°49'56"E	24.95'
C4	994.55'	98.71'	49.39'	5°41'11"	S61°05'05"E	98.67'

AREA TABULATION:

ORIGINAL TAX MAP PARCEL 31-60 (310060000) 4.354 AC. (189,664 SF)
 PARCEL 'X' FROM CITY OF CHARLOTTESVILLE +0.032 AC. (1,403 SF)
 NEW CONSOLIDATED TAX MAP PARCEL = 4.386 AC. (191,067 SF)

LEGEND

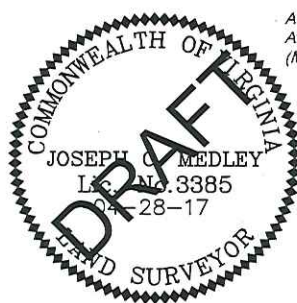
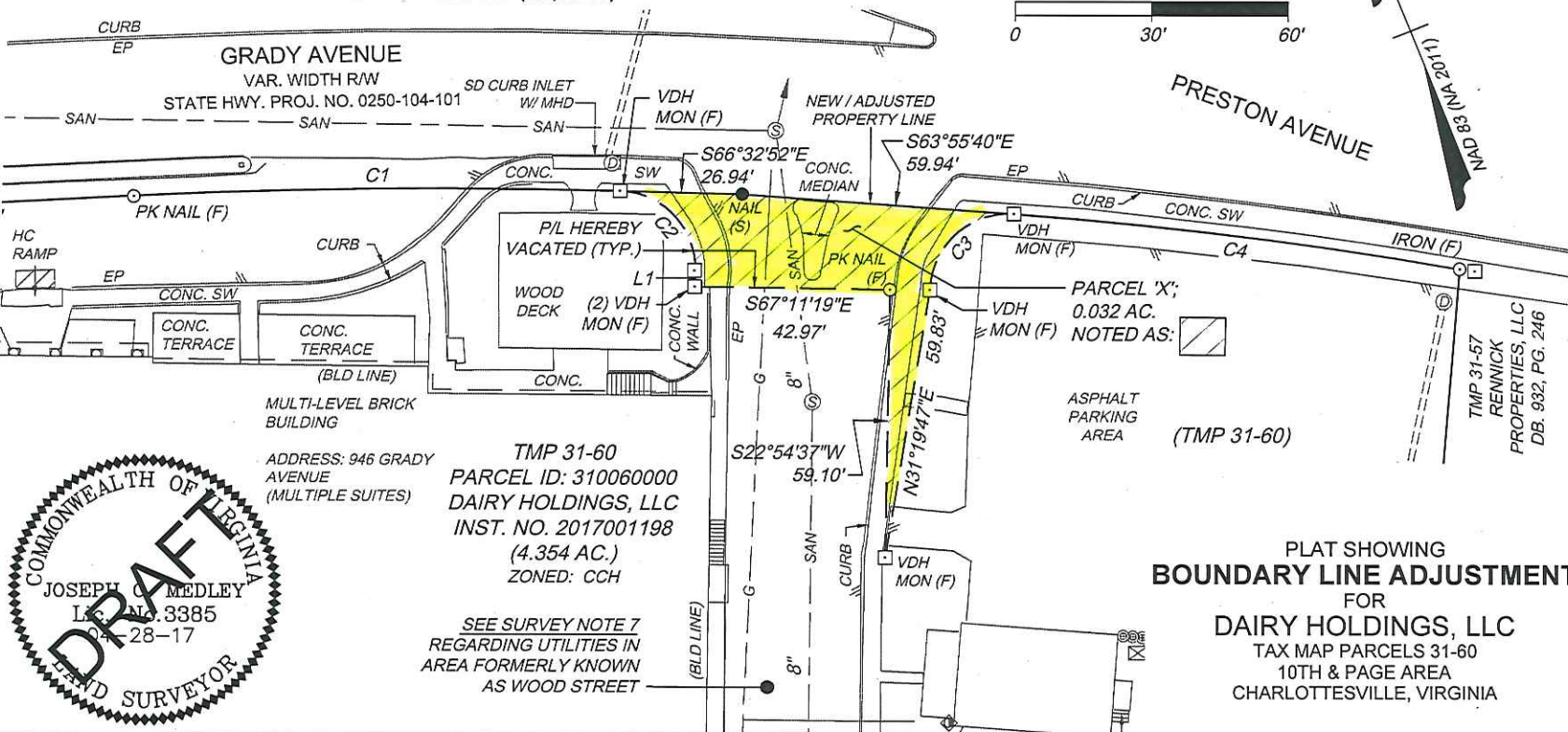
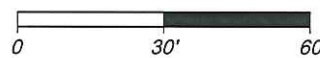
- ⊙ (SD) STORM DRAINAGE (SD) MANHOLE
- ⊙ (S) SANITARY MANHOLE
- ⊙ (G) GAS METER
- SAN — SANITARY PIPE
- G — UNDERGROUND GAS LINE
- EP — EDGE OF PAVEMENT (EP)
- SW — SIDEWALK
- ⊙ (F) PROPERTY CORNER FOUND (AS NOTED)
- DB. DEED BOOK
- PG. PAGE
- (S) PROPERTY CORNER SET (AS NOTED)

LINE TABLE

LINE	BEARING	LENGTH
L1	S22°58'45"W	3.74'

NOTE:
 EX. PLANIMETRICS
 SHOWN FOR GRAPHIC
 RELATION OF PARCEL
 BOUNDARY TO
 EXISTING CONDITIONS

SCALE 1"=30'



ADDRESS: 946 GRADY AVENUE (MULTIPLE SUITES)
 TMP 31-60
 PARCEL ID: 310060000
 DAIRY HOLDINGS, LLC
 INST. NO. 2017001198
 (4.354 AC.)
 ZONED: CCH
 SEE SURVEY NOTE 7 REGARDING UTILITIES IN AREA FORMERLY KNOWN AS WOOD STREET

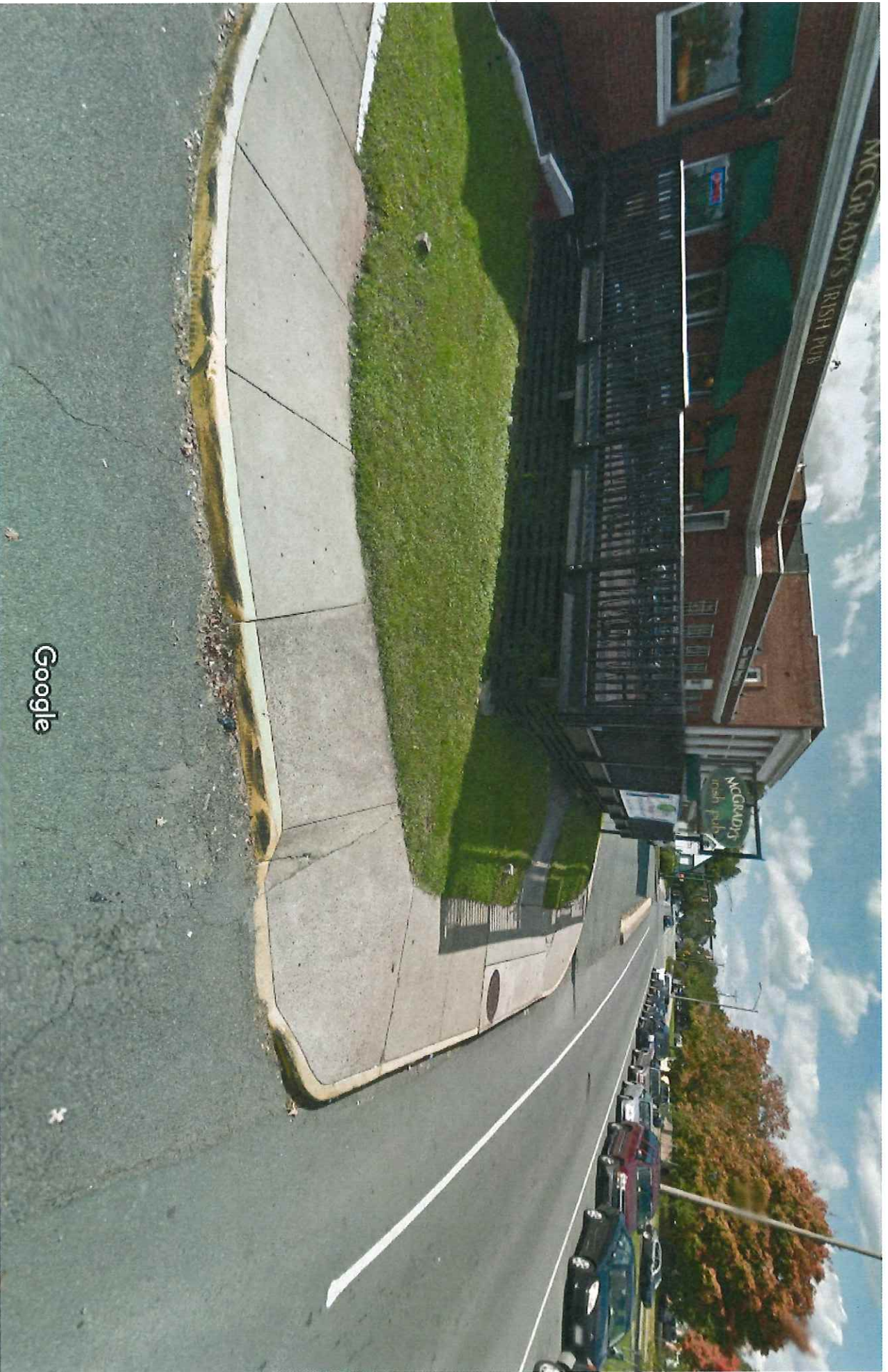
PLAT SHOWING
BOUNDARY LINE ADJUSTMENT
 FOR
DAIRY HOLDINGS, LLC
 TAX MAP PARCELS 31-60
 10TH & PAGE AREA
 CHARLOTTESVILLE, VIRGINIA

Scale: 1" = 30'
 Date: April 28, 2017
 Sheet: 2 of 2
 Drawn by: JCM
 Checked by: JCM
 YOUR VISION ACHIEVED THROUGH OURS.
 THIS DRAWING PREPARED AT THE
STAUNTON OFFICE
 28 Imperial Drive | Staunton, Virginia 24401
 TEL 540.885.0920 FAX 540.885.0786 www.timmons.com



Y:\004\39075-Monticello_Dairy_Property\DWG\39075-DAPS\URV_ROW_Vacation.dwg | Plotted on 5/20/2017, 12:23 PM by Joe Medley





Google

AN ORDINANCE
CLOSING, VACATING AND DISCONTINUING
WOOD STREET LYING BETWEEN
GRADY AVENUE AND WEST STREET AND
A 15 FOOT ALLEY RUNNING IN AN EASTERLY DIRECTION
FROM WOOD STREET FOR APPROXIMATELY 111 FEET
IN THE CITY OF CHARLOTTESVILLE

WHEREAS, proper notice that Monticello Dairy would make application to the City Council of the City of Charlottesville, Virginia, to have the hereinafter described street and alley closed, vacated and discontinued was duly posted; and

WHEREAS, all the owners abutting said street and alley have been duly notified; and

WHEREAS, application was made to the City Council and pursuant to the statutes in such cases made and provided, the Council appointed viewers who have reported that no inconvenience would result from such closing, vacating and discontinuance; and

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Charlottesville, Virginia, that the said street and alley located in the City of Charlottesville, Virginia, described as follows is hereby closed, vacated and discontinued as a public thoroughfare of the City of Charlottesville, Virginia, said street and alley not being needed for public use and travel:

Wood Street lying between the southern limit of the right-of-way of Preston-Grady Avenue and the eastern margin of the right-of-way of West Street and a 15 foot alley running in an easterly direction from Wood Street for approximately 111 feet and bordering along Parcels 67 and 68 on City Tax Map 31.

Adopted by the Council
February 22, 1977

Copy Teste:

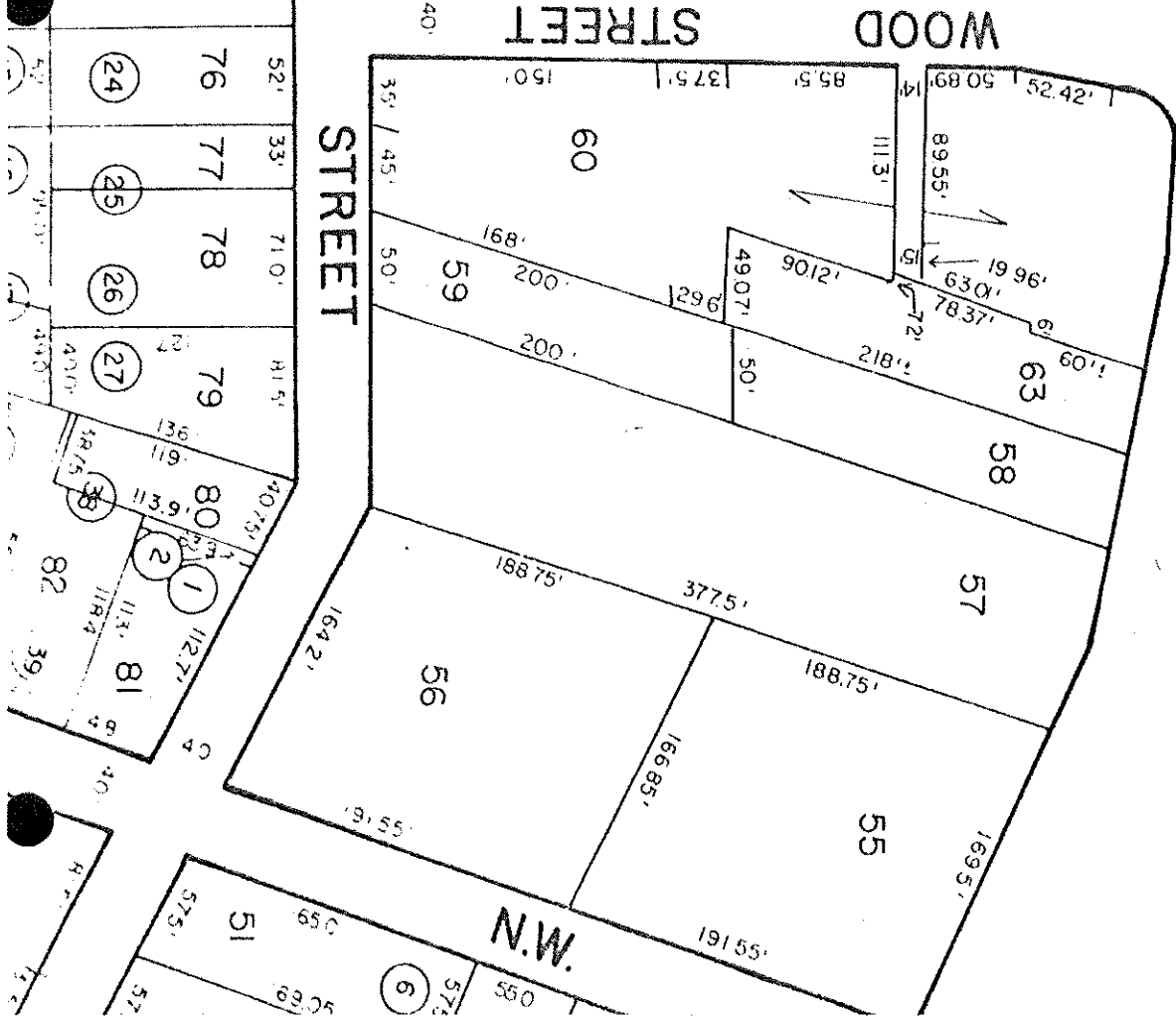
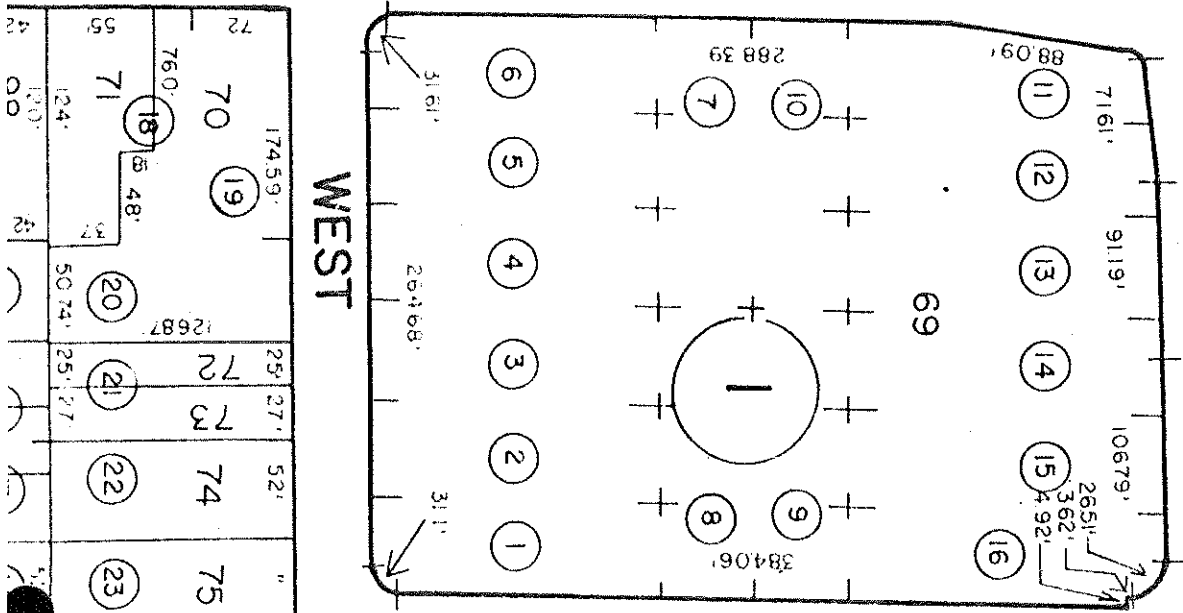
Clerk

GRADY AVE.

SEE
MAP

4

1011



SEE
MAP
36

BOOKER

N.W.

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	June 5, 2017
Action Required:	Yes
Presenters:	Maurice Jones, City Manager
Staff Contacts:	Maurice Jones, City Manager
Title:	Renaming of Lee and Jackson Parks

Background:

City Council created the ad-hoc Blue Ribbon Commission on Race, Memorials and Public Spaces (BRC) on May 2, 2016 to address the questions and concerns brought before Council regarding the statues of Robert E. Lee and Stonewall Jackson. Eleven commission members were appointed after an application process. They were charged with providing Council with options for telling the full story of Charlottesville's history of race relations and for changing the City's narrative through our public spaces. A final report was presented to Council on December 19, 2016. The Council reviewed the Commission's recommendations at its January 17, 2017 meeting.

On February 6, 2017 the City Council voted 3-2 to remove the Lee statue from Lee Park. In separate motions, the Council voted unanimously to rename both Lee and Jackson Park and to move forward with developing a Request for Proposal (RFP) for professional design services to create a Master Plan for the Historic North Downtown and Court Square Districts.

On April 17, the Council voted to hold a naming contest for the two parks and asked the staff to forward the top ten appropriate suggestions to the Parks and Recreation Advisory Board and the Historic Resources Committee for each group's consideration. The charge for both boards was to provide the Council with three naming options for each park.

Discussion:

Located below are the top appropriate names for each park as collected by the City via the Charlottesville.org web site during a three week period of time in May. There were 1,382 suggested names for Lee Park and 1,355 names for Jackson Park. Over 1,100 submissions were received for both "Lee Park" and "Jackson Park". However, those names were not responsive to the request to provide "new" names for the parks.

The top appropriate suggestions for Lee Park were:

Monacan Park
Sally Hemmings Park
Vinegar Hill Park
Unity Park
Freedom Park
Library Park
Market Street Park

There were several other appropriate submissions that received three votes each:

Progress Park
Central Park
Liberation Park
Barbara Johns Park
Barack Obama Park
Julian Bond Park

For Jackson Park, the top appropriate suggestions were:

Court Square/Courthouse Park
Sally Hemmings Park
13th Amendment Park
Freedom Park
McKee Park (The McKee property was the site upon which Jackson Park was built.)
Unity Park
Justice Park

Numerous appropriate names received two submissions:

Monasukapanough Park (Monasukapanough was a Monacan Village near the Rivanna River.)
Sandra Lewis Park (Ms. Lewis was the first African-American woman to graduate from the University of Virginia.)
Barack Obama Park
Frederick Douglass Park
Memorial Park
Harriet Tubman Park
Progress Park
Independence Park
Transformation Park
Abolition Park
Liberty Park.

The full list of the names submitted is attached. Some inappropriate, profane remarks have been redacted.

Council asked the Parks and Recreation Advisory Board and the Historic Resources Committee to review the list of possible names and offer their suggestions for consideration. The Parks and Recreation Board met on May 17 to review the list. Members of the board submitted their individual choices on May 25. The Historic Resources Committee met on May 24 to discuss the list and offered their suggestions as a body the same day.

The Parks and Recreation Board submitted the following names for Lee and Jackson Parks:

Lee Park

Market Street Park (2 first place votes, 2 third place votes)
Library Park (2 first place votes, 1 second place vote)
Festival Park (1 first place vote, 2 second place votes)
Community Commons (1 first place vote, 1 second place vote)
Central Park (2 second place votes)
Monacan Park (1 first place vote)
Vinegar Hill Park (1 third place vote)
Unity Park (1 third place vote)
Freedom Park (1 third place vote)
Center City (1 third place vote)

Jackson Park

Court Square Park (5 first place votes, 1 second place vote)
Courthouse Park (1 first place vote, 3 second place votes)
Justice Park (1 first place vote, 1 third place vote)
Central Park (1 second place vote, 1 third place vote)
Unity Park (1 third place vote)
Little Sorrel Park or Sorrel Park (1 third place vote)

The Historic Resources Committee voted as a group on the Committee's suggestions. They are as follows:

Lee Park (ranked in order of preference):

1. Community Park
2. tied) Central Park and Market Street Park (tied)
3. Festival Park

Jackson Park:

1. Court Square Park
2. Courthouse Park
3. The Commons
4. Memory Park

The motion passed 6-0 with one abstention.

Council is expected to vote on the renaming of the parks on June 5.

Alignment with City Council's Vision and Strategic Plan:

Community of Mutual Respect

In all endeavors, the City of Charlottesville is committed to racial and cultural diversity, inclusion, racial reconciliation, economic justice, and equity. As a result, every citizen is respected. Interactions among city leaders, city employees and the public are respectful, unbiased, and without prejudice.

Budgetary Impact:

We do not have an estimate on the cost of renaming the parks. Most of the funding needed would be used to cover the costs of new signage. The City Council allocated \$500,000 last December to assist with funding recommendations from the Blue Ribbon Commission on Race, Memorials and Public Spaces. Staff recommends utilizing this funding to pay for the new signage.

Attachments:

Complete List of Suggestions for Renaming Lee and Jackson Parks

-including list of additional names via e-mail

Results from the Parks and Recreation Advisory Board

Email detailing the actions of the Historic Resources Committee

Proposed Names for Lee Park	
Lee Park or similar variation	1144
Monacan Park	20
Sally Hemings Park or similar variation	10
Vinegar Hill Park or similar variation	8
Unity Park	7
Freedom Park	6
Library Park	6
Erich Honecker Park	6
Jackson Park	5
Market Street Park	4
Lee-Jackson Park	4
Progress Park	3
Snowflake Park	3
Barbara Johns Park	3
Barack Obama Park or similar variation	3
Heritage Park	3
Central Park	3
Confederate Heroes Park	3
Liberation Park	3
Traveler Park	3
Julian Bond Park or similar variation	3
Loving Park	2
Queen Charlotte Park or similar variation	2
Peace Park	2
Abraham Lincoln Park	2
Swanson Park (in honor of Gregory Swanson)	2
Festival Park	2
Parky McPark Face	2
Holly Edwards Park or similar variation	2
Politically correct park	2
Jefferson Park	2
Rewritten history park	2
Thurgood Marshall Park	2
Wes Bellamy Park or similar variation	2
The People's Park	2
Downtown Square Park	1
Martin R. Delany Park	1
Shelia Jackson Lee Park A	1

Everybody's Park	1
Nelle Harper Lee Park	1
Crybaby Snowflake Park	1
Resistance Park	1
First Park	1
Eugene Williams Square	1
Forgiveness Park	1
City council leave town park	1
Founders Park	1
Park of God	1
Freedmen Park	1
Powhatan park.	1
Barbour Park	1
Constitution Park	1
Friendship Park	1
Inappropriate Language	1
Inappropriate Language - It's illegal remove or rename warmonuments	1
Magnolia Park	1
General's Park	1
Marx Engles Park	1
Generosity Park	1
Monument Park	1
George M. and Catherine A. McIntire Memorial park	1
Parity Park	1
God's Creation Historical Park	1
Don't Bulldoze History Memorial Park	1
Harriet Tubman Park	1
Pedestal Park (assuming pedestral remains)	1
Henry A. (Agard) Wallace Park	1
Emily Couric Commons	1
bellamy's folly park	1
Restoration Park	1
High street park	1
Sanctuary Park	1
Historical Squard	1
2nd street park	1
C-ville park	1
Szakos-Jones-Occupy Park	1
Ignorant People Renamed Park Park	1

Madison Park	1
Isabella Gibbons Park	1
Children of Peace Park	1
Beloved Community Park	1
Martin-Williams Park	1
Jefferson Davis Park	1
Memorial Park	1
Daruina Park	1
Monasukapanough Park	1
Jesse L Matthew Jr Park	1
Nat Turner Park	1
Joseph Stalin Memorial Park	1
No Balls Council Members Park	1
David Brown Park(After Former C'Ville Mayor 04-07)	1
Park A	1
Captain Humayun Khan Park	1
Park of the Holy Comforter	1
Center City Park	1
Patriot's Park	1
Alexander Vandegrift	1
Peace Place	1
Waldo. When asked "Where's Waldo?" we can say.	1
Edgar Allen Poe Park	1
Dialogue Park / Dialogue Green / Dialogue Commons	1
City of Charlottesville Central Park	1
Whitewash Park	1
Rebel's Rest Park	1
2017 City Council are Idiots Park #1	1
Resolution Park	1
Lee Virginia Veterans Memorial Park	1
Revolution	1
The park on the downtown mall	1
City Park	1
Thomas Jonathan Jackson Lee	1
Scholar's Park	1
charlottesville community park	1
Slave Auction Memorial LGBT headquarters	1
Liberty Park	1

Space	1
Charlottesville Downtown Mall Park	1
Eugene Williams Park	1
Limelight Park	1
The Grove	1
Love Park	1
DO NOT CHANGE IT. STOP TRYING TO ERASE HISTORY	1
Charlottesville Commons	1
Confederate Sanctuary	1
LetsBulldozeMonticello	1
Tutelo or Saponi (to add history to the area).	1
Justice Park	1
Uriah and Jefferson Levy Park	1
King - Lee Park	1
Vote you out of office and change the name back.	1
King Park	1
We love ISIS park	1
Kitty Foster Park	1
where lies destroyed history park	1
Lee Grant Park (great actress!)	1
William Brown Park	1
Willow Park	1
1984--Erasing History Park	1
Lee Veterans Memorial Park	1
Grand Total	1382

Proposed Name for Jackson	
Jackson Park or similar variation	1124
Court Square Park / Courthouse Park	21
Sally Hemings Park or similar variation	11
13th Amendment Park	8
Freedom Park or similar variation	8
Lee Park or similar variation	8
Unity Park or similar variation	7
Monacan Park	6
Walter Ulbricht Park	5
Andrew Jackson Park or similar variation	5
McKee Park or similar variation	4
Justice Park	4
Lee-Jackson Park	4
Malcolm X Park	2
Sandra Lewis Park - first AA female student at UVA	2
Monasukapanough Park	2
Confederate Heroes Park	2
Barack Obama Park or similar variation	2
Frederick Douglass Park	2
Memorial park	2
Harriet Tubman Park	2
Progress Park	2
Independence Park	2
Transformation Park	2
Abolition Park	2
Little Sorrel Park	2
Liberty Park	2
Barack and Michelle Obama Park	1
The Peoples' Park	1
Redemption Park	1
Dialogue Park / Dialogue Green / Dialogue Commons	1
Maya Angelou "Angelou Park"	1
Dixie Park	1
Nothing To Do With The Civil War Park	1
Dogwood Park	1
Silly Clowncil Park	1

Elizabeth Van Lew Park	1
Valor and Faith Park.	1
Ella Baylor Park	1
Memory hole park	1
Elopers Park	1
Muhammad Ali Park	1
Eugene V. (Victor) Debs Park	1
Past History Park	1
Eugene Williams Park	1
Anatomical Lewis Park	1
Festering Liberal Stinkhole Park	1
Southern Hospitality Park	1
Forgetting history doomed to repeat it park	1
Tutelo or Saponi (to add history to the area).	1
Forgot US history park	1
West Park. For Af. Am. Entrepreneur, John West.	1
Charlotte Park	1
Awakening Park	1
2017 City Council are Idiots Park#2	1
Meriwether Lewis Park	1
Friends Park	1
Monroe Park	1
Gammon Park	1
Nannie Cox Jackson Park	1
Ginkgo Park	1
Park B	1
Grant Park	1
Politically Correct Park	1
great men were slandered here by liberal trash	1
Rose Park	1
Charlottesville's Finest	1
SaveLeesStatue	1
High Park	1
Socialist Sanctuary Park	1
History Revisionist Park	1
Special Snowflake Park	1
Holly Edwards Park	1
Tolerance Park	1

City Council Cowards Cove	1
Dale Earnhardt Park	1
Jackson Firefighters and Police Memorial Park	1
Beautiful Community Park	1
Jackson First Responders Memorial Park	1
Democracy Park	1
4th street park	1
McIntyre Squard	1
James Woods Park	1
Community Commons	1
Jefferson Davis Park	1
Meriweather Park	1
Jefferson Park	1
Michie Park [or similar, local civil rights judge]	1
Jefferson street park	1
Community Park	1
Jefferson's Rest	1
Moon park	1
Jesus Christ Park	1
Nancy Park (After 1st female mayor of C'Ville)	1
Joe Stalin park	1
Nat Turner Park	1
Josip Broz Tito Park	1
Palmetto Park	1
Julius and Ethel Rosenberg Park	1
Parky McParkface	1
Jupiter Park	1
Patriot Park	1
Area	1
Confederate Heritage and Rememberance Park	1
Karl Marx Memorial Park	1
revision of history park	1
King- Jackson Park.	1
Roy Wagner Park	1
Kiss ole stonewall Jackson *** park	1
Censorship Park	1
Kristin Szakos Park	1

Shelia Jackson Lee Park B	1
City council get mental help park	1
Siouan park	1
Wilson park for president Woodrow Wilson	1
Sorrel Park	1
Wndjammer Park	1
Sparks park	1
Arrogant Egotists Park	1
The Park of Due Process	1
Liberation Park	1
TJ park	1
Carrie Buck Park	1
1984-Erasing History Park	1
Lil' Park	1
Tyranny Park	1
Listening Park	1
Uriah and Jefferson Levy Park	1
Commonwealth Park	1
Victory park	1
Commonwealth Plaza	1
West Park	1
Market street park	1
William Faulkner Park	1
Marx Park	1
Massive Resistance Memorial	1
you should be ashamed park	1
LeRoi Moore Memorial Park	1
Lewis Commodore Park	1
Grand Total	1355

Additional names that came via email:

Dialogue Park	Festival Park
Reconciliation Park	Taylor Park
Freedom Park	Queen Charlotte Park
Liberty Park	Monacan Park
Independence Park	Perspective Park
City Park	Reflection Park
Library Park	Peace Park

PARKS AND RECREATION ADVISORY BOARD – PREFERRED NAMES

Ms. Elise Cruz

Lee Park
Library Park
Festival Park
Market Street Park
Jackson Park
Court Square Park
Courthouse Park
Central Park

Mr. David Hirschman

Lee Park
Monacan Park
Library Park (prefers Library Square or
Library Square Park)
Freedom Park
Jackson Park
Courthouse Park or Courthouse Square
Park
McKee Park

Ms. Ruth Barnett

Lee Park
Market Street Park
Central Park
Vinegar Hill Park
Jackson Park
Court Square Park
Courthouse Park
Justice Park

Mr. Ned Michie

Lee Park
Festival Park
Community Commons
Center City Park or Second Street Park or
Market Street Park
Jackson Park
Court Square or Courthouse Park
Little Sorrel / Sorrel Park

Ms. Anne Hemenway

Lee Park
The Library Park
Jackson Park
Court Square Park

Ms. Jennifer Slack

Lee Park
Community Commons
Festival Park
Jackson Park
Court Square
Central Park

Ms. Marlene Jones

Lee Park
Market Street Park
Central Park
Unity Park
Jackson Park
Justice Park
Court Square Park
Unity Park

From: Scala, Mary Joy
Sent: Wednesday, May 24, 2017 12:50:05 PM
To: Council
Cc: Historic Resources Committee
Subject: Historic Resources Committee recommendations for Lee and Jackson Parks re-naming

City Council members and Maurice,

The Historic Resources Committee (HRC) met this morning and made the following recommendations to City Council in a series of three motions.

They also wanted the full meeting discussion sent to Council, so I will forward the minutes after they have been completed and approved by the HRC.

Members present and voting (Bob Fenwick attended but did not participate) included:

Melanie Miller (Co-Chair)
Edwina St. Rose (Co-Chair)
Ellen Wagner
Genevieve Keller
Margaret O'Bryant
Madeleine Hawks
Dede Smith

Miller moved, and Smith seconded, that the HRC recommend to Council the following names for Lee Park (ranked in order of preference):

1. Community Park
2. (tied) Central Park and Market Street Park
3. Festival Park

and for Jackson Park:

1. Court Square Park
2. Courthouse Park
3. The Commons
4. Memory Park

The motion passed 6-0-1 with St. Rose abstained.

Keller moved, and O'Bryant seconded, to amend the motion to add that the HRC considered a number of historic names and found none to be compelling or appropriate and acceptable given the contentious and conflicting history.

The motion passed 6-0-1 with St. Rose abstained.

Keller moved, and Smith seconded that Edwina St. Rose's reasons for abstaining from the vote should be sent to Council.

St. Rose did not want the HRC to make a recommendation because she said City Council already has a list of names; and Council decided to re-name the Parks, so they should make the decision.

The motion passed 7-0.

Mary Joy Scala, AICP

Preservation and Design Planner
City of Charlottesville
Department of Neighborhood Development Services
City Hall – 610 East Market Street
P.O. Box 911
Charlottesville, VA 22902
Ph 434.970.3130 FAX 434.970.3359
scala@charlottesville.org

**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	June 5, 2017
Action Required:	Direction from Council
Presenter:	Mike Murphy, Assistant City Manager
Staff Contacts:	Maurice Jones, City Manager Mike Murphy, Assistant City Manager
Title:	Deer Management Update and Urban Archery Ordinance recommendations

Background:

On July 18, 2016 Council heard a presentation from Mr. David Kocka with the Virginia Department of Game and Inland Fisheries (DGIF) on urban deer management. On September 19, 2016 City staff reported on a number of deer management strategies, actions taken by a sample of peer localities, discussed their potential application in Charlottesville, and requested guidance from Council. Council expressed a clear desire to manage the local deer population and instructed staff to investigate the strategies of additional localities and return with alternatives to recommend to Council. Staff has focused on five key interventions to manage the local deer population: Education of the Public, Sterilization, Employee Led Culling, Urban Archery, and Professional Sharpshooting Services. On December 19, 2016 Council asked for additional information on managed hunts and the use of law enforcement for culling. On March 20, 2017 Council endorsed Urban Archery in the City of Charlottesville and procurement of sharpshooting services. Urban Archery will be permitted on eligible private parcels and sharpshooting will be allowed via contractual arrangement in select City Parks. Council has allocated \$50,000 for the purpose of sharpshooting services.

Discussion:

Staff will finalize wording on the RFP for sharpshooting services when we have the information back from the Virginia Municipal League on insurance requirements. The RFP will post for 30 days in June and evaluation of proposals will be completed in July.

Staff has consulted with DGIF, ordinances of multiple localities, and reviewed input from Council to formulate recommended elements of an archery ordinance for the City of Charlottesville.

Alignment with City Council's Vision and Strategic Plan:

This item aligns with Council's vision of a **Smart, Citizen Focused Government** and Strategic Plan Goal #2 to **Be a Safe, Equitable, Beautiful and Thriving Community**.

Community Engagement:

This is a frequent topic among some neighborhood associations and at Our Town meetings. A public hearing was held on September 19th to solicit resident input.

Budgetary Impact:

No further appropriation of funds is requested at this time.

Recommendation:

Staff recommends Council endorse staff working with the City Attorney's office to prepare an ordinance for approval in July with the following eligibility criteria:

Proposed Regulations for City of Charlottesville Urban Archery

- The landowner(s) must apply for a free annual permit from the Charlottesville Police Department to have their property included in this program.
- During seasons declared by the Virginia Department of Game and Inland Fisheries, archery hunting is permitted on a residential parcel on any lot of 1 acre or more. Archery hunting is prohibited in all other areas.
- Discharge of archery equipment is not permitted within one hundred fifty(150) feet of any school property line or City of Charlottesville Park.
- Archery equipment can only be used for hunting.
- Archery equipment can only be discharged from a stand elevated at least ten (10) feet from the ground.
- When hunting, all hunters must have in their possession written permission from the landowner and a copy of the hunting permit issued to the landowner by the city.
- No person shall discharge a bow from, over or across any street, sidewalk, alley, roadway, or public land or public place within City limits or toward any building or dwelling in such a manner that an arrow may strike it.
- The hunter must obtain permission to track or retrieve a deer from the land of neighboring landowners.
- Hunters shall be responsible for disposing of deer carcasses appropriately.
- No person shall hunt deer within the city limits by use of a dog or dogs.

July adoption should allow time for new business processes to be adopted, and eligibility requirements clearly articulated to property owners. Staff further recommends a review of deer management be scheduled for the first March City Council meeting in 2018 to consider whether urban archery or other methods should continue to be implemented in the upcoming year.

Alternatives:

Council may elect to amend the proposed recommendations or alter the schedule for ordinance adoption. DGIF have noted that some localities allow residents to combine parcels to meet the acreage requirements. Staff requires direction from Council as to whether they would consider such a condition in the eligibility requirements.

Attachments:

Urban Archery Appendix

Appendix Deer Management

Urban Archery Season

September 3 -30, 2016 and January 8 through March 26, 2017, within the incorporated limits of the cities of Chesapeake (except on Department-owned lands), Colonial Heights, Danville, Emporia, Franklin, Fredericksburg, Galax, Hopewell, Lexington, Lynchburg, Martinsville, Poquoson, Radford, Richmond, Staunton, Suffolk, and Winchester; and, in the towns of Altavista, Amherst, Bedford, Blacksburg, Blackstone, Chatham, Christiansburg, Farmville, Front Royal, Halifax, Hurt, Independence, Irvington, Kenbridge, Pearisburg, Pulaski, Richlands, Rocky Mount, Saltville, Smithfield, Stuart, Tazewell, West Point, and Wytheville; and, in the counties of Chesterfield, Fairfax, James City, Roanoke (except on National Forest and Department-owned lands), and York. **Front Royal** is a new participant for the 2016-2017 season. **NOTE:** Arlington, Loudoun and Prince William counties have antlerless deer hunting seasons during the same dates as the urban archery season (see [Deer Seasons](#)).

This page is organized into the following sections below:

1. [General restrictions for all participating localities](#),
2. [Restrictions and other information specific to each participating locality](#),
3. [Background information about the urban archery season](#).

General Information (for all localities)

- In addition to the Urban Archery Deer Season, archery deer hunting is also allowed during the Early Archery Deer Season, the Firearms Deer Season, and the Late Archery Deer Season (where applicable). In other words, from the first Saturday in October through the first Saturday in January. See “[Seasons and Bag Limits](#)”.
- An archery license is required to hunt with archery tackle during the Urban Archery Deer Seasons, the Early Archery Deer Season, or the Late Archery Deer Season. See “[License Requirements](#)”.
- Crossbows are defined by law as a type of bow and are therefore legal during all archery deer seasons.
- All other normal deer regulations, including bag limits and tagging/checking requirements, apply during the Urban Archery Deer Seasons, including Earn-A-Buck and antler point restrictions, where applicable. See “[Seasons and Bag Limits](#)”.

- The season bag limit for deer cannot be exceeded unless bonus deer permits are purchased. See “[Bonus Deer Permits](#)“.
- Deer must be checked by calling 1-866-GOT-GAME, [online](#), or at a big game check station.
- Only **antlerless deer** may be taken during the Urban Archery Deer Seasons (see dates above). Antlerless deer include does, button bucks, and bucks that have shed their antlers.
- Antlerless deer may also be taken on any day during the Early Archery Deer Season and the Late Archery Deer Season.
- Antlerless deer may also be taken on any day during the Firearms Deer Season except in the City of Chesapeake, Chesterfield County, and Suffolk (east of the Dismal Swamp line), where antlerless deer can be taken only on the prescribed firearms deer season either-sex hunting days.
- **Antlered deer** (bucks with antlers visible above the hairline) may not be taken during the Urban Archery Season but may be taken on any day during the Early Archery Deer Season, the Late Archery Deer Season, and during the Firearms Deer Season (i.e., during the “normal” deer seasons, from October through early January).
- Deer hunting is permitted on Sundays in Virginia under the following circumstances (Code of Virginia §[29.1-521](#)):
 - During designated deer seasons.
 - On private property with written permission from the landowner. The written permission should state that Sunday hunting privileges are included.
 - Sunday deer hunting is not allowed on public property.
 - It is illegal to hunt within 200 yards of a house of worship or other building physically associated with a house of worship on Sunday.
- Lists of properties available for hunting **are not** maintained by the Virginia Department of Game and Inland Fisheries or local governments. To find available properties, visit with or contact local landowners, deer hunters, [archery clubs](#), or check stations. Hunters in Fairfax County may wish to contact [Suburban Whitetail Management of Northern Virginia, Inc.](#) or visit the [Fairfax County Archery Program web page](#).
- Hunters must obtain permission from the landowner and must also obtain permission to pursue or retrieve deer from neighboring landowners. Due to the small size of parcels and proximity of residences, the hunter or the owner of the hunted property is encouraged to notify adjacent property owners or tenants in advance.
- Hunters must abide by all applicable sections of the Virginia State Code, Virginia Hunting Regulations, and local ordinances. See local restrictions in the next section below.

Local Urban Archery Restrictions

Please also see “General Information (for all localities)” above

Altavista

- Except for target shooting, discharge of archery equipment is prohibited within 100 yards of an occupied dwelling.
- No hunting on private property without written permission from the landowner which must be carried on the person at all times when hunting.
- No person shall discharge a bow from, over or across any street, sidewalk, alley, roadway, or public land or public place within Town limits or toward any building or dwelling in such a manner that an arrow may strike it.
- Except for target shooting, archery equipment can only be discharged from elevated stands.
- Hunters must register and sign a release at Town Hall, with the Town Manager or designee, to hunt on Town-owned property.
- Hunters, while hunting on Town owned property, are required to have a safety harness on at all times while in a tree stand.

Amherst

- No special restrictions.

Town of Bedford

- Hunting with bow and arrow is permitted on any parcel which consists of three (3) acres or more, or parcels with concurrent boundaries which in combination equals three acres or more.
- The property owner must obtain an annual Urban Archery permit from the Bedford Police Department.
- It is unlawful to hunt except from a stand elevated a minimum of twelve (12) feet above the ground.
- No person shall discharge a bow from, over or across any street, sidewalk, alley, or public place, or towards any building or dwelling in such a manner that the arrow may strike it.
- A hunter discharging a bow shall use reasonable care to ensure the arrow does not cross any property line and enter any property on which the hunter does not have permission to hunt. The discharge of an arrow across or over the boundaries of a property for which no permission has been given by the property owner shall create a rebuttable presumption that the use of the bow and arrow was not conducted with reasonable care.
- Discharge of an arrow is permitted only in order to take a deer. No discharge of an arrow shall be made toward any animal other than a deer.
- The hunter is responsible for the disposition of the deer carcass.

- The hunter must obtain written permission from the landowner before hunting and shall carry a copy of the written permission at all times while hunting.
- If a deer which has been shot with an arrow leaves the property on which the hunter has permission to hunt, the hunter shall obtain permission from any property owner over which he/she must travel to retrieve the deer.
- It shall be unlawful to carry firearms while hunting with bow and arrow during the special archery seasons, except as allowed under state law.
- No person shall hunt deer in the City by use of dog or dogs.
- [Earn A Buck](#) rules are in effect. Antlerless deer killed during urban archery season count toward Earn A Buck.

Blacksburg

- Archery equipment can only be used for hunting.
- During seasons declared by the Virginia Department of Game and Inland Fisheries, archery hunting is permitted in the Agricultural and Forestal District, and the Rural Residential I zoning district on any lot of three (3) acres or more. Archery hunting is prohibited in all other zoning districts at all times.
- Archery equipment can only be discharged from a stand elevated at least ten (10) feet from the ground.
- No person shall discharge a bow within one hundred (100) yards of a dwelling, sidewalk, street, or roadway.
- Hunters must get permission to hunt from individual property owners.
- Please consult Blacksburg Town Code § 14-110.5 for complete details on Blacksburg's hunting ordinance. A link to the Blacksburg Town Code is available at www.blacksburg.gov.

Blackstone

- The discharge of archery equipment for the taking of deer is restricted to private property of three (3) acres or more, with written permission from the property owners.
- Persons engaged in the taking of deer with archery equipment shall carry written permission from the property owner with him/her at all times.
- Deer hunting and the discharge of archery equipment for the taking of deer are prohibited on town property.
- The discharge of archery equipment for the taking of deer shall only be from stands elevated 10 feet or more above the level of surrounding land. The discharge of archery equipment by property owners in the Residential-Suburban District may be from elevated locations and elevated heights that are approved by the Town Manager.
- No person shall discharge a bow within 100 yards of any dwelling, building, street, sidewalk, alley or roadway.

- No person shall discharge a bow from, over or across any street, sidewalk, alley roadway, public land or public place, or above or toward any structure or dwelling in such a manner that an arrow may strike it.
- The hunter shall obtain permission to pursue a wounded deer upon the land of neighboring landowners.
- No person shall hunt deer within the Town limits by use of a dog or dogs.
- Deer carcasses must be disposed of promptly.

Chatham

- No person shall discharge a bow from over or across any street, sidewalk, alley, near primary or secondary highways, roadway, near a school and town parks within the Town limits or toward any building or dwelling in such a manner that an arrow may strike it.
- Except for target shooting, no person shall discharge a bow within one hundred (100) yards of an occupied dwelling, sidewalk, street, or roadway.
- Except for target shooting, archery equipment can only be discharged from a stand elevated at least ten (10) feet off the ground.
- The hunter must obtain written permission from the landowner before hunting and shall carry a copy of the written permission at all times while hunting.
- No person shall hunt deer in the Town by use of dog or dogs.
- Deer carcasses shall be disposed of promptly; this disposal is the sole responsibility of the hunter.
- Hunters must register with the Chatham Town Police to hunt on Town property.
- Hunters, while hunting on Town property, are required to have a safety harness on at all times while in a tree stand.

Chesapeake

- No person shall shoot an arrow from a bow in a manner that can be reasonably expected to result in the arrow impacting or crossing property of another without permission from the owner or tenant of such property.
- The urban archery season is not open on Department-owned lands.
- During the Firearms Deer Season, antlerless deer can only be taken on either-sex days. See "[Seasons and Bag Limits](#)".

Chesterfield County

- Except for target shooting, no person shall shoot an arrow from any bow within the county within 150 feet of a (i) business establishment; (ii) public building; (iii) public gathering; (iv) public meeting place; or (v) dwelling of another, except that the 150-foot limitation shall not apply if the dwelling owner or occupant has given permission. This limitation also shall not apply to shooting an arrow from a bow for the killing of deer on a

kill permit (Code of Virginia § 29.1-529) on land of at least two acres that is zoned for agricultural use.

- No person shall shoot a bow at or upon the property of another without the permission of the owner of the property.
- For purposes of this section, “bow” includes all compound bows, crossbows, longbows and recurve bows having a peak draw weight of ten pounds or more.
- During the Firearms Deer Season, antlerless deer can only be taken on either-sex days. See “[Seasons and Bag Limits](#)”.

Christiansburg

- Except for target shooting, discharge of archery equipment is restricted to land consisting of three (3) acres or more.
- Hunters must register with the Christiansburg Police Department to hunt on town property.
- Hunters must carry written permission from individual property owners to hunt.
- Agreement must be made between the participant and landowner in reference to field dress.
- No person shall discharge a bow from, over or across any street, sidewalk, alley, roadway, or public land or public place within Town limits or toward any building or dwelling in such a manner that an arrow may strike it.
- Except for target shooting or by a property owner on their own property, archery equipment can only be discharged from an elevated stand with a minimum height of 12 (twelve) feet.
- Hunters must dispose of deer carcasses appropriately. Carcasses should be double bagged and will be taken by the local landfills.
- No person shall hunt deer within the Town by use of dog or dogs.
- Urban Archery Season is restricted to hunting antlerless deer only.

Colonial Heights

- No hunting is permitted on City property.
- Hunters must gain permission to hunt from property owners.
- In addition to the urban archery season, archery deer hunting is also allowed during the early archery season and the general firearms deer season (i.e., from the first Saturday in October through the first Saturday in January).

Danville

- Any person discharging a bow must carry written permission from the property owner(s).

- No person shall discharge a bow from, over, or across any street, sidewalk, alley, roadway, or public land or public place or toward any building or dwelling in such a manner that an arrow may strike it.
- No person shall discharge a bow unless from an elevated position of at least ten (10) feet above the ground.

Emporia

- No special restrictions.

Fairfax County

- In addition to the urban archery season, archery deer hunting is also allowed during the early archery season and the general firearms deer season (i.e., from the first Saturday in October through the first Saturday in January), and the late special antlerless archery season (i.e., from the Monday following the last Sunday in March through the last Sunday in April).
- Hunters must gain written permission for posted property and verbal for un-posted property.
- It shall be unlawful to discharge an arrow in a manner that can be reasonably expected to result in the impact of the arrow upon the property of another without permission from the owner, fee holder, or tenant.
- [Earn A Buck](#) rules are in effect. Antlerless deer killed during urban archery season count toward Earn A Buck.

Farmville

- Hunters must gain written permission for posted property and verbal for un-posted property.
- It shall be unlawful to discharge an arrow in a manner that can be reasonably expected to result in the impact of the arrow upon the property of another without permission from the owner, fee holder, or tenant.

City of Franklin

- No special restrictions.

Fredericksburg

- No hunting is permitted on city property within the city limits.

Front Royal

- Approval from landowner(s) of a total aggregate, contiguous area of one-half (1/2) acres at minimum is required to conduct archery hunting.
- Any person discharging archery equipment shall, at all times while engaged in such activity, have in their possession written permission from the landowner(s) to discharge such weapon on the private property.
- No person shall discharge archery equipment from, over, or across any street, sidewalk, alley, roadway, or public place within the Town limits or toward any building or dwelling in such a manner that an arrow may strike it.
- No person shall discharge archery equipment unless from an elevated position of at least ten (10) feet above the surrounding terrain. Any disabled hunter unable to hunt from such platform must comply with all regulations established by the Virginia Department of Game and Inland Fisheries.
- Except for target shooting, discharge of archery equipment is not permitted within one hundred (100) feet of any dwelling except with written consent of the owner of said structure.
- Discharge of archery equipment is not permitted within one hundred (100) feet of any school property line. Use of archery equipment on school property for school sanctioned activities shall be excluded from this restriction.
- Any person discharging archery equipment shall use reasonable care to ensure the arrow does not cross any property line and enter any property on which the hunter does not have permission to hunt.
- The hunter is responsible for the disposition of the animal carcass to the local/regional landfill. Carcasses shall be double bagged. Field dressing of the animal shall be by agreement between the landowner and the hunter. No field dressing of the animal shall occur on Town owned property without express written permission from the Town Manager or designee.
- No person shall hunt within the Town limits by use of dog or dogs.
- [Earn A Buck](#) rules are in effect. Antlerless deer killed during urban archery season count toward Earn A Buck.

Galax

- Deer hunting and/or the discharge of archery equipment on City property are prohibited.
- Except for target shooting, discharge of archery equipment is prohibited within 100 yards of an occupied dwelling.
- Hunting with bow and arrow is permitted on any residentially zoned parcel which consists of three (3) acres or more, or parcels with concurrent boundaries which in combination equals three acres or more. Archery hunting is prohibited in all other zoning districts at all times. A zoning map can be found at www.galaxva.com by selecting the

“Galax Map” link at the top of the webpage and then selecting “Layers” at the top of the map. Check the “Zoning” box and the map will show all zoning districts.

- It is unlawful to hunt except from a stand elevated a minimum of twelve (12) feet above the ground. Any disabled hunter unable to hunt from such platform must comply with all regulations established by the Virginia Department of Game and Inland Fisheries.
- No person shall discharge a bow from, over or across any street, sidewalk, alley, or public place, or towards any building or dwelling in such a manner that the arrow may strike it.
- A hunter discharging a bow shall use reasonable care to ensure the arrow does not cross any property line and enter any property on which the hunter does not have permission to hunt. The discharge of an arrow across or over the boundaries of a property for which no permission has been given by the property owner shall create a rebuttable presumption that the use of the bow and arrow was not conducted with reasonable care.
- Discharge of an arrow is permitted only in order to take a deer. No discharge of an arrow shall be made toward any animal other than a deer.
- The hunter is responsible for the disposition of the deer carcass to the local regional landfill. Carcasses shall be double bagged. Field dressing of deer shall be by agreement between the landowner and hunter.
- The hunter must obtain written permission from the landowner before hunting and shall carry a copy of the written permission at all times while hunting.
- If a deer which has been shot with an arrow leaves the property on which the hunter has permission to hunt, the hunter shall obtain permission from any property owner over which he/she must travel to retrieve the deer.
- It shall be unlawful to carry firearms while hunting with bow and arrow during the special archery seasons, except as allowed under state law.
- No person shall hunt deer in the City by use of dog or dogs.

Town of Halifax

- The landowner is required to obtain an annual permit from the Halifax Police Department in order to discharge archery equipment for this purpose.
- Persons discharging a bow must have written permission from the landowner.
- Discharge of a bow shall be from an elevated position at least 12 feet above the ground.
- No person shall discharge a bow from, over or across any street, sidewalk, alley, roadway, or public land or public place within the town limits or toward any building or dwelling in such a manner that an arrow may strike it, nor shall a person discharge a bow over or across private property of another without permission.
- No person shall hunt deer in the town by use of dog or dogs.
- Hunters must dispose of deer carcasses appropriately.

Hopewell

- Discharge of a bow is permitted only on a) city property designated by the city manager as an “archery area” and /or b) any private property containing at least ¾ of an acre of land.
- Private property on which archery hunting occurs must be registered with the Hopewell Police Department.
- Written permission from the property owner must be carried while hunting.
- Discharge of a bow is permitted only from a stand elevated at least 10 feet above the ground.
- It is unlawful to hunt within 30 yards of a dwelling, sidewalk, street or roadway.
- No person shall hunt or traverse an area with bow and arrow that is within 100 yards of the property line of a public school or a city park except in those areas specifically designated as archery areas.
- No person shall hunt deer within the city limits by use of a dog or dogs.

Hurt

- Except for target shooting, discharge of archery equipment is prohibited within 100 yards of an occupied dwelling.
- No hunting on private property without written permission from the landowner which must be carried on the person at all times when hunting.
- No person shall discharge a bow from, over or across any street, sidewalk, alley, roadway, or public land or public place within Town limits or toward any building or dwelling in such a manner that an arrow may strike it.
- Except for target shooting, archery equipment can only be discharged from elevated stands.
- Hunters must register and sign a release at Town Hall, with the Town Manager or designee, to hunt on Town-owned property.
- Hunters, while hunting on Town owned property, are required to have a safety harness on at all times while in a tree stand.

Independence

- No special restrictions.

Irvington

- No special restrictions.

James City County

- No special restrictions.
- To locate public land available for hunting, please [click here](#).

Kenbridge

- No person shall discharge a bow unless from an elevated treestand position of at least ten (10) feet above the ground. Any disabled hunter unable to hunt from such a platform must comply with all regulations established by the Virginia Department of Game and Inland Fisheries. All treestands utilized for hunting deer must be removed from the subject property from April 1 until September 1 of each year.
- No person shall discharge a bow from, over or across any street, sidewalk, alley, roadway, or public land within the town limits or toward any building or dwelling in such a manner that an arrow may strike it.
- Hunters must dispose of deer carcasses appropriately.
- Hunters must carry written permission from the landowner to hunt.
- No person shall hunt deer in the town by use of dog or dogs.
- Any person violating these provisions shall be guilty of a Class 4 misdemeanor.

Lexington

- The landowner(s) must apply for a free annual permit from the Lexington Police Department Special Enforcement Officer to have their property included in this program.
- Hunting is restricted to land that is one or more acres which is either owned or leased with permission from the landlord. Properties may be aggregated to meet the acreage requirement.
- Hunting shall be from an elevated tree stand only with a minimum height of 12 feet.
- There shall be no hunting within 100 yards of a dwelling, street, sidewalk, alley, public land or public place.
- No hunter shall discharge a bow over any street, sidewalk, alley, public land or public place.
- Hunters shall be responsible for disposing of deer carcasses appropriately.
- The hunter shall obtain permission to track or retrieve a deer from the land of neighboring landowners.
- When hunting, all hunters must have in their possession written permission from the landowner.
- No person shall hunt deer within the city limits by use of a dog or dogs.

Lynchburg

- A city ordinance prohibits discharge of a bow or other weapons except on properties where the owners have been issued a kill permit, shotgun discharge permit, or bow discharge permit. The landowner – not the hunter – must annually apply for the appropriate permit.
- A permit may be issued to the landowner if the Chief Animal Warden deems the property safe for the discharge of archery equipment or shotguns. No acreage minimums are

required for issuance of bow permits. A shotgun discharge permit requires 25 acres or more.

- When hunting, all hunters must have in their possession written permission from the landowner and a copy of the hunting permit issued to the landowner by the city.
- There shall be no hunting on any city owned property.
- Archery equipment can only be discharged from an elevated tree stand located at least twelve (12) feet above the ground on approved properties.
- No person shall discharge a bow from, over or across any street, sidewalk, alley, roadway, or public land or public place within the city limits or toward any building or dwelling in such a manner that an arrow may strike it.
- No person shall hunt deer in the city by use of dog or dogs.

Martinsville

- Hunters must obtain written permission from the property owner.
- No firearms other than a bow and arrow may be in the hunter's possession.
- Discharge of an arrow is permitted only in order to take a deer. No discharge of an arrow shall be made toward any person, any animal other than a deer, any structure or any vehicle in such a manner as the arrow may strike such person, animal, structure or vehicle, nor shall a discharge be made in such a manner that the arrow may strike in any roadway.
- Archery equipment can only be discharged from temporary platforms elevated at least seven feet above the ground. Any disabled hunter unable to hunt from such a platform must comply with all regulations established by the Virginia Department of Game and Inland Fisheries.
- No pursuit of an injured or wounded deer shall be permitted upon the land of neighboring landowners unless the hunter has first obtained permission from that landowner. No field dressing of deer shall be permitted without the permission of the landowner.

Pearisburg

- No person shall discharge a bow within 100 yards of a dwelling, over or across a sidewalk, street, or roadway within the Town limits.
- Hunters must get and carry written permission to hunt from individual property owners.
- Hunters must dispose of deer carcasses appropriately. No field dressing of deer shall be permitted without the permission of the landowner.
- Archery equipment can only be discharged from an elevated tree stand located at least 10 feet above the ground.
- Discharge of archery equipment is restricted to land consisting of 2 acres or more that is approved by the Town Manager and the Chief of Police.
- No hunting is permitted on Town property.

Poquoson

- No special restrictions.

Town of Pulaski

- No hunting on Town property.
- Hunters must carry written permission from individual property owners to hunt.
- Agreement must be made between the participant and the landowner in reference to field dress.
- No person may discharge a bow within 100 yards of any dwelling, building, street, sidewalk, alley, roadway, public land or public place within Town limits. Bows may be discharged within 100 yards of any dwelling only with the written permission of the landowner to be carried by the hunter as noted above.
- No person shall discharge a bow from, over or across any street, sidewalk, alley, roadway, or public land or public place within Town limits or toward any building or dwelling in such a manner that an arrow may strike it.
- Except for target shooting, archery equipment can only be discharged from an elevated stand with a minimum height of twelve (12) feet.
- Hunters must dispose of deer carcasses appropriately. Carcasses should be double bagged and will be taken by the local landfills.
- No person shall hunt deer within the Town by use of dog or dogs.

Radford

- Discharge of archery equipment within city limits is only permitted for hunting.
- On private property, discharge of archery equipment is restricted to parcels at least six (6) acres in size where permission has been obtained from the landowner.
- On city property, hunting is restricted to lands specifically identified on a map available from the Assistant City Manager, subject to written permission from the city.
- Archery equipment can only be discharged from an elevated tree stand located at least ten (10) feet above the ground.
- Discharge of archery equipment is not permitted within 100 feet of any highway, alley, roadway, sidewalk, or designated foot trail.
- Discharge of archery equipment is not permitted within 300 feet of any residence.
- Arrows may not be shot in the direction of an occupied dwelling, highway, alley, roadway, sidewalk, or designated foot trail.

Richlands

- Only antlerless deer may be taken during the Urban Archery Season.

- Hunters must obtain and carry written permission from individual property owners to hunt.
- Except for target shooting, discharge of archery equipment is restricted to land consisting of five (5) acres or more that is approved by the Chief of Police.
- Agreement must be made between the participant and landowner in reference to field dress.
- Except for target shooting, no person shall discharge a bow within 100 yards of dwellings.
- Except for target shooting, archery equipment can only be discharged from an elevated stand with a minimum height of 10 (ten) feet.
- No person shall discharge a bow from, over or across any street, sidewalk, alley, roadway, or public land or public place or toward any building or dwelling in such a manner that an arrow may strike it.

City of Richmond

- No hunting is permitted on City property.
- Hunters must gain permission to hunt from property owners.
- This season does not authorize the use of firearms for hunting deer within the City.
- It shall be unlawful for any person to discharge arrows from a bow or crossbow in any street or public alley of the City.
- It shall be unlawful for any person to discharge an arrow at or upon the property of another without permission.

Roanoke County

- Written permission from individual property owners must be in possession when discharging a bow.
- No person shall discharge a bow from, over or across any street, sidewalk, alley, near primary or secondary highways, roadway, or public land or public place or near a school and county/town/regional parks within the County limits or toward any building or dwelling in such a manner that an arrow may strike it.
- No person may discharge a bow unless from an elevated position of at least 10 feet above the ground.
- It shall be unlawful for any person to engage in hunting with a bow or to discharge arrows from bows within 100 yards of a dwelling house or occupied building not his or her own.
- The urban archery season **is not** open on National Forests or Department-owned lands.
- [Earn A Buck](#) rules are in effect. Antlerless deer killed during urban archery season count toward Earn A Buck.

Rocky Mount

- Hunting is restricted to parcels of private property where written permission has been obtained from the landowner.
- Hunting is prohibited on school or church property.
- Discharge of archery equipment is permitted only for the taking of deer.
- Archery equipment can only be discharged from an elevated tree stand located at least ten (10) feet above the ground.
- Discharge of archery equipment is not permitted within 100 feet of any highway, street, alley, roadway, sidewalk, or designated foot trail.
- Discharge of archery equipment is not permitted within 300 feet of any residence.
- Arrows may not be shot in the direction of any residence, highway, street, alley, roadway, sidewalk, or designated foot trail.
- Firearms cannot be used or carried while deer hunting.

Saltville

- To hunt on town property, a hunter must sign a waiver obtainable at the town manager's office.

Smithfield

- Hunting can only occur in certain zones, so please check with the town GIS office or the Police Department.
- Hunting is restricted to parcels of private property where written permission has been obtained from the landowner.
- Hunting is prohibited on school or church property and within 100 feet thereof.
- Discharge of archery equipment is permitted only for the taking of deer.
- Archery equipment can only be discharged from an elevated tree stand located at least ten (10) feet above the ground.
- Discharge of archery equipment is not permitted within 100 feet of any highway, street, alley, roadway, sidewalk, or designated foot trail.
- Discharge of archery equipment is not permitted within 100 feet of any residence except with written consent of the owner of said residence.
- Arrows may not be shot in a manner that would cause them to strike an unintended target.
- Firearms cannot be used or carried while deer hunting.

Staunton

- When hunting, all hunters must have in their possession valid written permission from the landowner.
- Agreement must be made in writing between the hunter and landowner in reference to field dress.
- Deer carcasses shall be disposed of immediately.

- No hunting is allowed on city property.
- No person shall discharge a bow from, over or across any street, sidewalk, alley, roadway, or public land or public place within the City limits or toward any building or dwelling in such a manner that an arrow may strike it or endanger life or property nor shall a person discharge a bow over or across the private property of another without prior permission.
- No person shall hunt deer within the city by use of dog or dogs.

Stuart

- No special restrictions.

Suffolk

- No special restrictions.
- During the Firearms Deer Season, antlerless deer can only be taken on either-sex days, which may differ east and west of the Dismal Swamp line. See “[Seasons and Bag Limits](#)”.

Town of Tazewell

- The owner of the property to be hunted, which must be at least 5 acres, shall apply for a permit from the Chief of Police.
- Hunters shall keep a copy of the permit on their person when hunting an approved property.
- It is unlawful to hunt except from a stand elevated a minimum of twelve (12) feet above the ground.
- It is unlawful to hunt within one hundred (100) yards of any school or residence property.

West Point

- No special restrictions.

Winchester

- Discharge of a bow is permitted only on land that is five (5) acres or more of continuous area, approved by the City Manager and the Chief of Police.
- The landowner(s) must apply for an annual permit from the City Manager to use their property for purpose of discharging archery equipment and have identified their properties as such by signage approved by the Chief of Police.
- Any person discharging a bow shall, at all times, while engaged in such activity, have in his possession written permission from the landowner(s) to discharge such a weapon on his premises.

- Discharge of a bow must be done from an elevated stand with a minimum height of ten (10) feet.
- No person shall discharge a bow within one hundred (100) yards of any dwelling, building, street, sidewalk, alley, roadway, public land or public place within City limits.
- No person shall discharge a bow from, over, or across any street, sidewalk, alley, roadway, or public land or public place within City limits or toward any building or dwelling in such a manner that an arrow may strike it.
- No person shall hunt deer within the City limits by use of a dog or dogs.
- Deer carcasses must be disposed of appropriately.
- The hunter and the landowner(s) shall agree in reference to field dress.
- [Earn A Buck](#) rules are in effect. Antlerless deer killed during urban archery season count toward Earn A Buck.

Wytheville

- Hunters must carry written permission from individual property owners to hunt.
- No person shall discharge a bow from, over or across any street, sidewalk, alley, roadway, public land or public place within Town limits or toward any building or dwelling in such a manner that an arrow may strike it.
- Hunters must dispose of deer carcasses immediately and appropriately.

York County

- No special restrictions.

Background Information

Human-deer conflicts are increasing in urban areas throughout the Commonwealth. Numerous cities, towns, and urbanized counties have requested assistance regarding damage caused by deer to vehicles and personal property. Residential, commercial, and industrial development has altered the landscape of Virginia. In many cases, more favorable habitat conditions for white-tailed deer populations have resulted, and deer populations have flourished. Additionally, many jurisdictions have enacted local ordinances to prohibit the discharge of firearms. This creates large tracts of land that act as refuges (sanctuaries) for unregulated growth of deer populations.

The objective of the urban archery season is to reduce human/deer conflicts in urban areas by concentrating archery-hunting pressure in urban/suburban areas. Archery deer hunting is an effective, quiet method for harvesting deer in urban settings. The concept is modeled after a successful urban archery season initiated several years ago in West Virginia. Additionally, urban

archery seasons have been used as an effective deer management option for numerous years in several Midwestern states.

The Virginia Department of Game and Inland Fisheries established an urban archery season during 2002 to assist towns and cities across the Commonwealth with urban deer management issues. The urban archery season gives localities a means to reduce deer populations within their limits while at the same time providing hunting recreation. The regulation that establishes this season is permissive, and the season is available to every incorporated city and town in Virginia and to every county with a human population density of 300 persons per square mile or more. Therefore, the season is only “open” in those towns, cities, and counties that requested to participate in writing.

Any locality participating in the urban archery season will remain in the program until it notifies the Department otherwise. Any city, town, or county no longer participating in this season shall submit by certified letter to the department prior to April 1 notice of its intent **not to** participate in the special urban archery season. On the other hand, a locality that is not currently participating, but wishes to do so, shall submit by certified letter to the department prior to April 1 notice of its intent to participate in the urban archery season.

To make this season a success, urban archery deer hunters are asked to be extra careful regarding safety, to respect the property rights of all landowners, and to report any questionable behavior or violations they may witness. Because many urban archers may be hunting on small acreages and/or near dwellings, they are reminded to pay close attention to property lines and to notify adjacent landowners or tenants as a courtesy before they hunt. State law does not allow a hunter to follow a wounded animal on to another person’s property without the landowners’ permission.

We as an agency are very pleased with this season that provides a permissive proactive approach for urban deer management to local governments. Hunters or citizens who have questions or comments about the urban archery season are asked to call Nelson Lafon, Deer Project Coordinator, at nelson.lafon@dgif.virginia.gov or (540) 569-0023.