



CITY COUNCIL AGENDA
July 15, 2024
CERTIFICATIONS

Juandiego R. Wade, Mayor
Brian R. Pinkston, Vice Mayor
Natalie Oschrin
Michael K. Payne
J. Lloyd Snook, III
Kyna Thomas, Clerk

4:00 PM OPENING SESSION

Call to Order/Roll Call

Councilor Snook arrived after Agenda Approval.

Agenda Approval APPROVED 4-0 (PINKSTON/PAYNE)

Reports

1. Report: 2024 Climate Action Report
2. Report: Vibrant Community Fund Update

5:30 PM CLOSED MEETING

Vote to meet in closed meeting APPROVED 5-0 (PINKSTON/PAYNE)

Vote to certify closed meeting APPROVED 5-0 (PINKSTON/PAYNE)

6:30 PM BUSINESS SESSION

Moment of Silence

Announcements

Recognitions/Proclamations

Community Matters

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

3. Minutes: April 1 regular meeting
4. Resolution: Resolution to appropriate funds for the Virginia Department of Education Special Nutrition Program Summer Food Service Program - \$100,000 (2nd reading)
#R-24-088
5. Ordinance: Ordinance authorizing a grant of public funding to subsidize the South First Street Phase Two Redevelopment Project of Charlottesville Redevelopment and Housing Authority (2nd reading)
#O-24-089
6. Resolution: Resolution of the Charlottesville City Council approving the City's participation in the Proposed Settlement of Opioid-Related Claims Against Kroger
#R-24-090
7. Resolution: Resolution to appropriate Virginia Department of Criminal Justice Services Victims of Crime Act Grant Award FY24-\$123,614 (1 of 2 readings)

City Manager Report

- Report: City Manager Report

Action Items

8. Public Hearing/Ord.: Ordinance to amend Chapter 19 of the Charlottesville City Code - Definition of Actuarial Equivalent in Defined Benefit Plan
#O-24-091 APPROVED 5-0 (SNOOK/PAYNE)
9. Public Hearing/Ord.: Ordinance to Correct Ordinance #O-21-172: Amending the Agreement to Operate a Joint Convention and Visitor's Bureau
#O-24-092 APPROVED 5-0 (PINKSTON/SNOOK)

10. Ordinance: Amend and re-enact city ordinance(s) enabling the Emergency Medical Services Agreement with the Charlottesville Albemarle Rescue Squad (C.A.R.S.) (1 of 2 readings)
11. Ordinance: Proposed amendments to the Charlottesville Human Rights Ordinance - Code of the City of Charlottesville, Chapter 2, Article XV (1 of 2 readings)
12. Ordinance: Ordinance authorizing a grant of public funding to subsidize the Sixth Street Redevelopment Project of the Charlottesville Redevelopment and Housing Authority (1 of 2 readings)
13. Ordinance: Ordinance to authorize a forgivable loan to Virginia Supportive Housing for Premier Circle PSH - \$750,000 for redeveloping 405 Premier Circle into 80 permanent affordable units (1 of 2 readings)
14. Resolution: Resolution of Financial Support for 501 Cherry Avenue Redevelopment Project
#R-24-093
APPROVED 5-0 (PINKSTON/PAYNE)
15. Resolution: Resolution to enact a Memorandum of Agreement (MOA) between City of Charlottesville and Virginia Department of Transportation (VDOT)
#R-24-094
APPROVED 5-0 (PINKSTON/SNOOK)
16. Resolution: Resolution to accept Right of Way Acquisition and Eminent Domain/Quick Take Process and Procedures
#R-24-095
APPROVED 5-0 (PINKSTON/SNOOK)

General Business

17. Public Comment: Accepting public comments on the Parks and Recreation Master Plan - Court Square and Market Street Parks
18. Written Report: Rivanna Authorities Quarterly Report

Community Matters (2)

Adjournment

**RESOLUTION APPROPRIATING FUNDS FOR
Virginia Department of Education Special Nutrition Program
Summer Food Service Program - \$100,000**

WHEREAS, the City of Charlottesville, through Parks and Recreation, has received approval for reimbursement up to \$100,000 from the Virginia Department of Education Special Nutrition Program to provide free breakfast and lunch to children attending summer camp programs; and

WHEREAS, the grant award covers the period from period June 17, 2024 through October 31, 2024.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, which the sum of \$100,000, received from the Virginia Department of Education Special Nutrition Program, is hereby appropriated in the following manner:

Revenue – \$100,000

Fund: 209 Internal Order: 1900562 G/L Account: 430120

Expenditures - \$100,000

Fund: 209 Internal Order: 1900562 G/L Account: 530670

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$250,000 from the Virginia Department of Education Special Nutrition Program.

ORDINANCE AUTHORIZING A GRANT OF PUBLIC FUNDING TO THE CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY FOR THE CONSTRUCTION OF AFFORDABLE FOR-RENT HOUSING UNITS AT 900 FIRST STREET SOUTH, CHARLOTTESVILLE, VIRGINIA IN A NOT-TO-EXCEED AMOUNT OF SIX MILLION DOLLARS (\$6,000,000.00) FOR HOUSEHOLDS OF LOW AND MODERATE AREA MEDIAN INCOME LEVELS.

WHEREAS, CRHA has requested a total funding commitment of \$6,000,000 (six million dollars) in support of its South First Street Phase Two Redevelopment Project located at 900 First Street South, Charlottesville, Virginia (the 'Property').

WHEREAS the Project now and shall maintain the purpose of using public funding to subsidize the construction of for-rent affordable housing to be occupied by low and moderate-income households; and

WHEREAS the production of new housing for persons of low and moderate-income is a public purpose for which the General Assembly has authorized public funds to be expended [Virginia Code Title 36, Chapter 1 (Housing Authorities Law); Virginia Code §15.2-958; City of Charlottesville Charter, Sec. 50.7].

WHEREAS, pursuant to Virginia Code § 36-19.2, the City of Charlottesville has entered into this Agreement with CRHA for its Project.

WHEREAS CRHA is planning the redevelopment of its property, funded by Low Income Housing Tax Credit (LIHTC) program funding, loans, private donations, and a grant of local funding from the City of Charlottesville.

WHEREAS the redevelopment of existing public housing sites and the provision of additional affordable housing units for rental to persons of low and moderate income align with the aims of the City's Affordable Housing Plan and its Strategic Outcome Area: housing.

WHEREAS CRHA has requested the City award a grant to subsidize the costs of producing new units of residential rental property for persons of low and moderate income, as described in CRHA's Mixed Finance Development Proposal submitted to the Department of Housing and Urban Development, known as 'South First Street Phase Two,' and

WHEREAS the City is willing to provide the requested local funding, subject to specific certifications, assurances, and binding obligations as outlined in this MOA.

NOW, THEREFORE, for and in consideration of the Project and undertakings of the Signatories of this MOA, and other good and valuable consideration, the Signatories hereto covenant and agree as follows:

Section 1. Authorization

- 1.1. Pursuant to the terms and conditions set forth in the attached Memorandum of Agreement (Exhibit A), between the City of Charlottesville and the Charlottesville Redevelopment and Housing Authority, and Resolution #R-24-021 (Exhibit B) the City Council hereby authorizes the allocation of public funding to the CRHA in a not-to-exceed amount of six million dollars (\$6,000,000.00).

Section 2. Purpose and Uses

- 2.1. The grant funds shall be utilized by the CRHA for the construction of affordable for-rent housing units at 900 First Street South, Charlottesville, Virginia, to be made available to households of low and moderate area median income levels.
- 2.2. The grant funds shall be used for the construction of no fewer than 113 units of Public and/or Affordable Housing for-rental housing units within the Project, as more specifically described herein below, and to support the redevelopment of affordable residential units within the Project into residential rental units for no less than fifteen (15) years or the expiration of the initial compliance period applicable to the Project under the Low-Income Housing Tax Credit Program ("LIHTC").
- 2.3. The Grant Funds disbursed as authorized by this Ordinance shall not be used or expended for payment of current expenses by any Signatory Entity of the companion Memorandum of Agreement or any other legal entity. The Grant Funds shall be used only to pay the following costs of the Project (subject further to the limit on "soft costs" as set forth below): the cost of improvements, property or equipment, the cost of construction or reconstruction, the cost of all labor, materials, machinery, and equipment, the cost of all land, property, rights, easements and franchises acquired, financing charges, interest before and during construction and for up to one year after completion of construction, Project start-up costs, and operating capital for the Project, and other expenses as may be necessary or incident to the financing or construction of the Project.

Section 3. Disbursement

- 3.1. *Supporting Materials and Preconditions*
 - 3.1.1. Supporting materials must be provided to the applicable city, housing, compliance, legal, finance, and executive staff for review and approval.
 - 3.1.2. In furtherance of these stated parameters, CRHA agrees that the remaining balance of the award shall be used strictly for hard costs for the redevelopment of the Project. For this MOA, hard costs shall be taken to mean at least direct expenses related to the physical construction of the project, including materials, labor, equipment, and fixtures.

3.2. *Soft Costs Limitation*

- 3.2.1. Up to the not-to-exceed amount of ten percent (10%) of the total award, six hundred thousand dollars (\$600,000), is allocated towards soft costs associated with the Project. For this MOA, soft costs shall be taken to mean costs that are indirect or intangible expenses that support the construction project but do not directly impact the construction process, including planning, administration, legal fees, insurance, and property management. Note this not-to-exceed amount of six hundred thousand dollars (\$600,000) shall be used without limitation towards the cost of plans and specifications, surveys and estimates of cost and revenues, the cost of engineering, environmental assessment and mitigation, soil testing, legal and other professional services, expenses incident to determining the feasibility or practicability of the project.

3.3. *Construction and Development Costs*

- 3.3.1. The remaining balance of the award, after allocations for soft costs have been deducted, shall be disbursed between September 2024 and September 2026. These disbursements will occur on an as-needed basis, but no more than monthly, contingent upon the review and approval by the City staff of appropriate documentation that the funds have been spent toward the construction of the Project as defined above. Appropriate documentation shall include but not be limited to Applications for Payment from the General Contractors and invoices from vendors and other professionals associated with the project.

3.4. *Retainage*

- 3.4.1. An amount equal to 5% of the total grant award, or three hundred thousand dollars (\$300,000), will be retained by the City until the project achieves 100% construction completion of the residential units as documented by a Certificate of Occupancy issued by the City's Building Official.

3.5. *Pre-Disbursement Conditions*

- 3.5.1. Prior to the execution of this Agreement, and as a condition precedent to any disbursement of funds under the terms herein, CRHA shall provide to the City a detailed list of milestones, activities, and deliverables for each phase of the South First Street Phase Two redevelopment project.

3.5.2. *This list shall encompass, but not be limited to, the following phases:*

- a. Predevelopment Completed (June 2024): All preparatory work was completed, all necessary permits were secured, and financing arrangements were finalized.
- b. Financial Closing and Construction Start (September 2024): Includes the execution of financial agreements and the commencement of construction activities. If construction does not commence on or before September 30, 2024, this MOA will expire unless extended by written request to the City Manager's Office.
- c. Construction Completed (September 2026): Final construction deliverables, occupancy permits, and initial tenant placements. The Completion Date may be extended due to force majeure or other reasons approved by the City Manager.

- d. Budget Establishment: The CRHA shall establish and submit a budget for the construction project to the City for review and approval. All subsequent changes to the Budget shall be subject to review and comment by the City.
- e. Compliance with Laws: Compliance with all applicable federal, state, and local laws, and securing necessary approvals, bonds, and permits.

3.6. *Preconditions, General*

No City official or employee shall disburse any Grant proceeds authorized herein this Ordinance unless and until the Recipient has furnished all of the following documents to the City for the Project:

1. Evidence of HUD Approval: copies of all written approvals required from the Department of Housing and Urban Development for the Project, specifically including, without limitation: HUD's approval of the Recipient's applications seeking approval of a Mixed Finance Development and for approval of a Demolition/Disposition of Recipient's property.
2. Documents of Record: copies of each of the following fully executed documents, or written notice given to the city identifying the deed book and page number at which the documents are recorded in the land records of the Charlottesville Circuit Court (if the documents are required to be recorded):
 - a. Memorandum of the Ground Lease for the Project (fully executed) along with a fully executed copy of the Ground Lease for the Project.
 - b. HUD Declaration of Trust/Restrictive Covenants for the Project.
 - c. The Regulatory and Operating Agreement executed for the Project by and among the members of the entity that is the Project Owner.
 - d. A copy of the Consolidated Annual Contributions Contract (ACC), number P-5513, dated August 30, 1996, and all amendments thereto.
 - e. Fully executed Mixed-Finance Development Certifications and Assurances (HUD) for the Project.
 - f. Fully executed Extended Use Agreement executed by the Project Owner for and in connection with the LIHTC Tax Credit Program.
3. Construction Contract and Schedule: a copy of the contract for construction executed between the Project Owner and the General Contractor for Construction, and a copy of the approved Construction Schedule that will be implemented by the Construction Contractor.
4. Building Permit: evidence that a building permit for the Project has been approved and issued consistent with the Contract and Schedule provided to city staff.
5. The Budget for the Project.

Section 4. Effective Date and Administrative Procedures

- 4.1. This ordinance shall take effect immediately upon adoption.

4.2. *Administrative Procedures for Annual Subsidy*

- 4.2.1. The City Manager, in consultation with the City Assessor and the Treasurer, shall establish administrative forms and procedures by which CRHA may request and receive the annual subsidy authorized by the Memorandum of Agreement and/or this Ordinance.

Section 5. General Grant Conditions

5.1. *Compliance with Government Requirements.*

- 5.1.1. In all its actions and activities undertaken to provide for the construction, management, and operation of the Project, the Recipient shall comply with:
- a. Any Recovery Agreement entered into between the Recipient and the Department of Housing and Urban Development on or after July 1, 2020.
 - b. The 1958 Cooperation Ordinance between CRHA and the City, as amended.
 - c. The Consolidated Annual Contributions Contract (ACC), number P-5513, dated August 30, 1996, and all amendments thereto.
 - d. The Ground Lease between CRHA and the Project Owner.
 - e. The Declaration of Trust/Restrictive Covenants for the Project.
 - f. The Regulatory and Operating Agreement between CRHA and the Project Owner.
 - g. HUD's Mixed-Finance Development Certifications and Assurances for the Project.
 - h. Any other legal obligations and requirements imposed on the Project, or any aspect of the Project, as a result of any federal or state law, regulation, grant ordinance, any City ordinance, or by the Memorandum of Agreement.

5.2. *Project Approval.*

- 5.2.1. By its adoption of this Ordinance, the City Council approves the Project for which the Grant Funds are awarded and requests the Recipient to construct and operate the Project.
- 5.2.2. Before the Recipient gives final approval to the Budget for the Project, the Recipient shall hold at least one public hearing to receive the views of residents of the City of Charlottesville. The Recipient shall cause public notice to be given at least 10 days prior to the public hearing, by publication in a newspaper having a general circulation within the City of Charlottesville, as required by Va. Code §36-19.2.

5.3. *Public Disclosure of Ordinance Documents.*

- 5.3.1. The Recipient acknowledges and understands that this Ordinance, and all related public proceedings and records, shall be open to the inspection of any citizen or any interested person, firm, or corporation, in accordance with the Virginia Freedom of Information Act (Va. Code §2.2-3700 et seq.) and the Virginia Public Procurement Act (Va. Code §2.2-4300 et seq.) to the extent that either of those laws applies.

5.4. *No Waivers.*

5.4.1. No failure on the part of the City to enforce any provision(s) of this Ordinance shall be construed as or deemed to be a waiver of the right to enforce such terms or conditions. No waiver by the City of any breach or failure to perform by the Recipient shall be construed as or deemed to be a waiver of any other and/or subsequent breach or failure to perform.

5.5. *Severability.*

5.5.1. If any term, provision, or condition of this Ordinance, or the application thereof to any person or circumstance, shall be held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of this Ordinance, and the application of any term, provision, or condition contained herein, to any person or circumstance other than those to which it has been held invalid or unenforceable, shall not be affected thereby.

5.6. *No Other Understandings.*

5.6.1. There are no understandings or agreements between the City and the Recipient, other than those set forth within this Ordinance, and the provisions of this Ordinance supersede all prior conversations, discussions, correspondence, memoranda, or other communications between or among any employees or officials of the City and the Recipient.

5.7. *Notices.*

5.7.1. All notices required by this Ordinance shall be given in writing, and shall be deemed to be received on the date that is either:

- a. Five (5) business days after being mailed by first-class mail, postage prepaid, return receipt requested, or
- b. One (1) business day after being placed for next-day delivery with a nationally recognized overnight courier service, or
- c. The same date on which the notice is delivered by hand to the city.

5.7.2. All notices shall be addressed as follows:

- a. If given to the city: to the City Manager, with a copy to the City Attorney, each to: 605 East Main Street, Second Floor, City Hall (P.O. Box 911), Charlottesville, Virginia, 22902.
- b. If given to the Recipient: to Charlottesville Redevelopment and Housing Authority, Attention: Executive Director, 500 South 1st Street, Charlottesville, Virginia, 22902.

5.8. *Authorized Signatures.*

5.8.1. The Clerk of Council shall provide a certified copy of this Ordinance, along with a written Grant Acceptance Form approved by the City Attorney. The Grant Acceptance Form shall be signed by a duly authorized officer, member, or agent of CRHA, the CCDC, and the Project Owner.

Section 6. Repeal of Conflicting Ordinances

- 6.1. All ordinances or parts of ordinances that are in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 7. Publication and Distribution

- 7.1. The City Clerk is hereby authorized and directed to cause this ordinance to be published and distributed as required by law.

RESOLUTION

A RESOLUTION OF THE CHARLOTTESVILLE CITY COUNCIL APPROVING OF THE CITY'S PARTICIPATION IN THE PROPOSED SETTLEMENT OF OPIOID-RELATED CLAIMS AGAINST KROGER AND ITS RELATED CORPORATE ENTITIES AND DIRECTING THE CITY MANAGER OR THEIR DESIGNEE TO EXECUTE THE DOCUMENTS NECESSARY TO EFFECTUATE THE CITY'S PARTICIPATION IN THE SETTLEMENT

WHEREAS, the opioid epidemic that has cost thousands of human lives across the country also impacts the Commonwealth of Virginia and its counties and cities, including the City of Charlottesville, by adversely impacting the delivery of emergency medical, law enforcement, criminal justice, mental health, and substance abuse services, and other services by Charlottesville's various departments and agencies; and

WHEREAS, the Commonwealth of Virginia and its counties and cities, including the City of Charlottesville, have been required to allocate substantial taxpayer dollars, resources, staff energy, and time to address the damage the opioid epidemic has caused and continues to cause the citizens of the Commonwealth and Charlottesville, and

WHEREAS, a settlement proposal has been negotiated that will cause Kroger to pay over a billion dollars nationwide to resolve opioid-related claims against it; and

WHEREAS, the City has approved and adopted the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding (the "Virginia MOU"), and affirms that this pending settlement with Kroger shall be considered a "Settlement" that is subject to the Virginia MOU, and shall be administered and allocated in the same manner as the opioid settlements entered into previously with opioid distributors McKesson, Cardinal Health, and AmerisourceBergen, opioid manufacturers Janssen Pharmaceuticals, Teva Pharmaceuticals, and Allergan, and retail pharmacy chains CVS, Walgreens, and Walmart;

WHEREAS, the City's outside counsel, Sands Anderson, has reviewed the available information about the proposed settlement and has recommended that the City participate in the settlement in order to recover its share of the funds that the settlement would provide;

NOW THEREFORE BE IT RESOLVED that the Charlottesville City Council, this 15th day of July, 2024, approves of the City's participation in the proposed settlement of opioid-related claims against Kroger and its related corporate entities, and directs the City Manager or their Designee to execute the documents necessary to effectuate the City's participation in the settlement, including the required release of claims against Kroger.

This resolution shall be effective immediately.

**AN ORDINANCE TO AMEND CITY CODE CHAPTER 19
SECTION 19.91 – DEFINITIONS**

WHEREAS, participants of the City Defined Benefit Plan may elect a contingent beneficiary for death benefits. This election reduces the participant's monthly pension but allows a beneficiary to continue to receive the pension payment following the participant's death. A mortality table is used to determine the amount that the participant's pension is reduced. Current City Code language requires the use of the UP-84 Mortality Table. Since 1984, mortality experience has improved significantly. The proposed code amendment will update the definition of actuarial equivalence in City Code to allow the Retirement Commission to use updated mortality tables as they become available; and

WHEREAS, the required public hearings on the proposed amendment have been conducted; and

WHEREAS, this City Council has considered staff recommendations; and

WHEREAS, this Council finds that the proposed definition change will allow the Retirement Commission to use updated mortality tables as available ensuring the most up-to-date calculation for pension plan death benefits; now, therefore,

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia that Chapter 19, Section 19.91, Definitions, of the Code of the City of Charlottesville, 1990, as amended, be and hereby is amended and reenacted as follows:

Sec. 19-91. - Definitions.

As used in this article, the following words and phrases shall have the meanings ascribed to them by this section, unless a different meaning is plainly required by the text:

Accumulated contributions means the sum of all amounts deducted from the compensation of a member and credited to their individual account in the member's contribution account, all amounts the member may contribute to purchase creditable service and all interest credited to the member's contribution account pursuant to section 19-92(g).

Actuarial equivalent means a benefit of equal value when computed upon the basis of such actuarial tables as are adopted by the commission. The actuarial equivalents and all actuarial calculations shall be determined on the basis of interest at an assumed rate of 7.5%.

Appointing authority means the city council in the case of city council appointees; the commissioner of revenue, the city treasurer, the city sheriff, the clerk of the circuit court and the commonwealth's attorney in the case of their employees; and the city manager in the case of all other members of the plan, except for such elected constitutional officers.

Average final compensation means the average annual creditable compensation of a member during the three (3) consecutive years of creditable service in which such compensation was at its greatest amount. However, for any person who becomes a member after June 30, 2012,

average final compensation means the average annual creditable compensation of a member during the five (5) consecutive years of creditable service in which such compensation was at its greatest amount.

Beneficiary means any person entitled to receive benefits under this article. A beneficiary for purposes of a payment made in the event of death (other than a contingent beneficiary under an annuity option form or the survivor allowance payable pursuant to section 19-105(b) or (c)) shall be that person named by the member in a beneficiary designation form filed with the city. If no designation is filed, the beneficiary shall be the members' spouse or, if none, the member's estate.

Commission means the retirement plan commission provided for in article III of this chapter.

Creditable compensation means the full compensation payable annually to an employee working the full normal working time for their position exclusive of overtime. The creditable compensation of an employee paid on an hourly basis shall be computed at their regular hourly rate multiplied by the regular number of working hours per week multiplied by fifty-two (52). In cases where compensation includes maintenance and other perquisites, the city manager shall fix the value of the part of the compensation not paid in money. Notwithstanding the foregoing, creditable compensation taken into account for purposes of determining benefits under the plan shall be limited by the compensation limit pursuant to Section 401(a)(17) of the Internal Revenue Code of 1986, as amended. For purposes hereof, the compensation limit, for years beginning on or after January 1, 1986 but before December 31, 1992, is two hundred thousand dollars (\$200,000.00) as adjusted by the cost of living adjustment factor prescribed by the Secretary of the Treasury or their delegate under Section 415(d) of the Internal Revenue Code of 1986, as amended, the "adjustment factor"; and for years beginning on or after January 1, 1993, is one hundred fifty thousand dollars (\$150,000.00) (as adjusted by the adjustment factor in ten thousand dollars (\$10,000.00) increments on the basis of a base period of the calendar quarter beginning October 1, 1993). For purposes of applying the limitation applicable to each year, the limit for a plan year shall be the limitation in effect for the calendar year in which the plan year begins determined without increases in the limitation for subsequent years.

Creditable service means, for any member who is in service at any time after July 1, 1982, their total service as an employee, whether or not continuous, exclusive of any separate period of service of less than nine (9) months in duration, but inclusive of official leave for military service, to the extent required by federal or state law. Creditable service shall be counted in terms of calendar years, with completed months of creditable service in excess of complete years being counted as a fractional part of a year.

For any employee eligible to retire pursuant to the provisions of section 19- 95(a), (e), (g) or section 19-100 of this chapter, creditable service shall include, for purposes of computing the retirement allowance, one-half ($\frac{1}{2}$) of the employee's accumulated and unused sick leave as of the date of retirement, up to a maximum of two thousand (2,000) hours.

Employee means any person who is employed by the city on a full-time, year- round basis, whether paid by the hour, week, month or otherwise. Such term shall not include any person, judicial, professional or otherwise, employed either on a part- time basis or on a seasonal basis; nor shall it

include any official elected by the people or any person employed in the office of such official; except, that it shall include the commissioner of revenue, the city treasurer, the city sheriff, the clerk of the circuit court, the commonwealth's attorney and their full-time employees. Such term shall not include the employees of any office, department or agency which participates in the Virginia Supplemental Retirement System, regardless of whether such office, department or agency is funded wholly or partly by the city; provided, that any clerk or employee of the district court employed in such capacity on June 30, 1973, who elected not to participate in the Virginia Supplemental Retirement System shall continue to be considered an employee, for purposes of this article only, and be eligible for benefits hereunder to the full extent of their salary. Such term shall include the employees of any multi-jurisdictional agency in which the city is a participating jurisdiction, when such employees are not covered under the Virginia Supplemental Retirement System, or in any other retirement plan, and when the city has contractually agreed to include such employees in the retirement plan provided by this article. Notwithstanding the foregoing definition, "employee" also includes any person who meets the foregoing definition, except that they:

- (1) Works less than full-time but at least half-time;
- (2) Works less than year-round but at least thirty-six (36) weeks per year; and
- (3) Is in service on or after July 1, 1987.

In case of dispute, the commission shall determine who is an employee within the meaning of this article.

Member means any employee or former employee who is currently, or shall in the future, be recognized as having membership in the plan.

Member contribution account means the account established under the plan to hold the member's contributions and earnings thereon required and credited pursuant to section 19-92.

Normal retirement date means the first day of the month coinciding with or next following:

- (1) For a member who is a police officer, firefighter, sheriff or sheriff's deputy, the sixtieth (60th) birthday of the member, and
- (2) For a member who is not a police officer, firefighter, sheriff or sheriff's deputy, the sixty-fifth (65th) birthday of the member.

Person who becomes a member after June 30, 2012 means a person who is not a member of a plan described in section 19-94(a) or (c) who is hired or rehired after June 30, 2012 as an employee as defined herein. In the case of an employee who is rehired after such date and whose credited service attributable to employment prior to July 1, 2012 is reinstated or is otherwise not disregarded, shall not be treated as a person who becomes a member after June 30, 2012 if such employee elects to be a member of a plan described in section 19-94(a) or (c) at the time of their rehire. Any benefit accumulated under the plan based on employment prior to July 1, 2012 shall remain frozen as though their employment after June 30, 2012 had not occurred. If such employee does not elect to be a member of a plan described in section 19-94(a) or (c) at the time of their rehire, their benefit under the plan shall be determined based on the provisions applicable to a person who

becomes a member after June 30, 2012, except that no employee contribution shall be required or collected with respect to service performed prior to July 1, 2012.

Plan means "The Supplemental Retirement or Pension Plan of the City of Charlottesville," as set forth in this article.

Retirement allowance means the retirement payments to which a member is entitled, as provided in this article.

Service means service as an employee for which compensation is paid.

(Code 1976, § 20-19; 12-21-92; 10-16-00(1); 5-5-03(2); 1-3-12; 9-7-21(1), § 2)

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

**AN ORDINANCE TO CORRECT ORDINANCE #O-21-172
TITLED: AN ORDINANCE TO AMEND THE AGREEMENT TO OPERATE
A JOINT CONVENTION AND VISITORS BUREAU**

WHEREAS, the City of Charlottesville (hereinafter “City”) approved Ordinance #O-21-172 (hereinafter “Ordinance”) to adopt an amendment to the Agreement between the City and Albemarle County (hereinafter the “County”) to Operate a Joint Convention and Visitors Bureau dated June 18, 2018; and

WHEREAS, the amendment to the Agreement was titled: Third Amended Agreement to Operate a Joint Convention and Visitors Bureau (hereinafter “Amended Agreement”) and was executed by the City and County on February 25, 2022; and

WHEREAS, by Ordinance, City Council approved the amendment to the Agreement and authorized the City Manager to execute the Agreement on behalf of the city but did not properly reference the correct version of the updated Agreement; and

WHEREAS, the City Manager executed the correctly labeled and dated ordinance which has been in effect since signature; and

WHEREAS, City Council seeks to retroactively adopt the correct version of the amended Agreement that was executed by the City Manager; and

WHEREAS, in order to correct the Ordinance, the Amended Agreement dated February 25, 2022, needs to be properly referenced in order to establish the updated terms and authority under which the Joint Convention and Visitors Bureau is currently operating:

NOW, THEREFORE, BE IT ORDNANIED THAT pursuant to Virginia Code Section 15.2-1300, the Agreement dated June 18, 2018, is amended by the Third Amended Agreement to Operate a Joint Convention and Visitors Bureau dated and executed February 25, 2022, attached hereto as Exhibit A; and

BE IT FURTHER ORDNANIED THAT Ordinance #O-21-172 is hereby corrected by the accurate reference to the Amended Agreement dated February 25, 2022 and is effective retroactively to that date.

This ordinance shall be effective immediately.

RESOLUTION

**Financial Resolution Supporting 501-A Cherry Avenue and 501-B Cherry Avenue
(501 Cherry Avenue site)**

Parcel Numbers: 290177000, 290178000, 290178100, 290178200, 290179000

NOW, THEREFORE BE IT RESOLVED that the Council of the City of Charlottesville, Virginia hereby commits to pursue a performance agreement or similar tool that shares a portion of the incremental increase in real estate tax created by the improvements contemplated for this site in the form of an annual grant for a specified period of years. The grant will support the redevelopment of the overall 501 Cherry Avenue project site (includes 501-A Cherry Avenue and 501-B Cherry Avenue) and the commitment will specifically help to subsidize the creation of approximately 71 newly constructed affordable housing units at the 501 Cherry Avenue project, in the City of Charlottesville. The funding will be documented pursuant to the required forms and agreements of the City. This commitment will be made to Piedmont Housing Alliance.

RESOLUTION
A RESOLUTION OF THE CHARLOTTESVILLE CITY COUNCIL TO ENACT A
MEMORANDUM OF AGREEMENT BETWEEN CITY OF CHARLOTTESVILLE AND
VIRGINIA DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Charlottesville has been unable to advance development of transportation projects funded by Virginia Department of Transportation primarily due to lack of sufficient project management staff; and

WHEREAS, these transportation projects will improve health and safety and benefit the City's transportation system; and

WHEREAS, transportation projects can be turned over to the Virginia Department of Transportation for project management, subject to the terms of a Memorandum of Agreement and a Project Agreement specific to the individual transportation project;

NOW THEREFORE BE IT RESOLVED that the Charlottesville City Council, this 15th day of July, 2024, enacts the Memorandum of Agreement between the City of Charlottesville and the Virginia Department of Transportation.

This resolution shall be effective immediately.

RESOLUTION
A RESOLUTION OF THE CHARLOTTESVILLE CITY COUNCIL TO ACCEPT RIGHT OF
WAY ACQUISITION AND EMINENT DOMAIN/QUICK TAKE PROCESS AND
PROCEDURES

WHEREAS, timely processes to acquire the necessary Right of Way or easements for City transportation projects are an essential component of completing these projects within the desired timeframe and budget; and

WHEREAS, the process for acquiring necessary Right of Way must be fair, transparent, and consistent with State and Federal law and procedures; and

WHEREAS, a documented process and procedure will help to ensure that the City of Charlottesville acquires necessary Right of Way and easements in a timely manner that is also fair, transparent, and consistent with State and Federal law and procedures;

NOW THEREFORE BE IT RESOLVED that the Charlottesville City Council, this 15th day of July, 2024, accepts the presented Acquisition Procedures and Policy Manual. Further, the Department of Public Works may, as necessary, update the Acquisition Procedures and Policy Manual consistent with State and Federal requirements and best practices in the field.

This resolution shall be effective immediately.