



**CITY COUNCIL AGENDA**  
**August 5, 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**

**Agenda Approval APPROVED 5-0 (PINKSTON/SNOOK)**

**Reports**

1. Report: ADA Transition Plan Update

**5:30 PM CLOSED MEETING**

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

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

**6:30 PM BUSINESS SESSION**

**Moment of Silence**

**Announcements**

**Recognitions/Proclamations**

- Proclamation: Farmers Market Week
- Proclamation: Soul of Cville 2024

**Community Matters**

**Consent Agenda\* APPROVED 5-0 (PAYNE/OSCHRIN)**

2. Minutes: April 15 regular meeting, May 6 regular meeting
3. Resolution: Resolution to appropriate Virginia Department of Criminal Justice Services Victims of Crime Act Grant Award FY24-\$123,614 (2nd reading)  
#R-24-096
4. Ordinance: Amend and re-enact city ordinance(s) enabling the Emergency Medical Services Agreement with the Charlottesville Albemarle Rescue Squad (C.A.R.S.) (2nd reading)  
#O-24-097
5. Ordinance: Ordinance authorizing a grant of public funding to subsidize the Sixth Street Redevelopment Project of the Charlottesville Redevelopment and Housing Authority (2nd reading)  
#O-24-098
6. 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 (2nd reading)  
#O-24-099
7. Resolution: Resolution to appropriate EPA Clean School Bus Program rebates - \$420,000 (1 of 2 readings)
8. Resolution: Appropriate \$7,120,650.00 from the United States Department of Transportation (DOT) Pipeline and Hazardous Materials Safety Administration (PHMSA) Natural Gas Distribution Infrastructure & Safety Modernization (NGDISM) grant program (1 of 2 readings)

**City Manager Report**

- Report: City Manager Report

## Action Items

9. Public Hearing/Ord.: #O-24-100 Ordinance to vacate gas and waterline easements – Garden Street and Former Walnut Street (requesting waiver of 2nd reading)  
**APPROVED 5-0 (PINKSTON/PAYNE)**
10. Public Hearing/Ord.: Ordinance to increase the salaries of City Council Members pursuant to 15.2-1414.6 of the Virginia Code (1 of 2 readings)
11. Ordinance: #O-24-101 Proposed amendments to the Charlottesville Human Rights Ordinance - Code of the City of Charlottesville, Chapter 2, Article XV (2nd reading)  
**APPROVED 5-0 (PINKSTON/PAYNE)**
12. Ordinance: #O-24-102 Ordinance Approving Financial Assistance to Support Residential Rental Housing at Carlton Mobile Home Park For Persons of Low and Moderate Income and Authorizing the City Manager to Execute and Deliver a Support Agreement in Connection with the Same.  
**APPROVED 5-0 (PAYNE/OSCHRIN)**
13. Resolution: #R-24-103 Resolution to confirm the selection of a preferred alternative design for access control at Cedar Hill Drive as part of the Hydraulic Road/District Avenue roundabout project  
**APPROVED 5-0 (PINKSTON/PAYNE)**
14. Resolution: #R-24-104 Resolution approving the acquisition of land near Grove Road and the western portion of McIntire Park and placement of an open space conservation easement of such park land - 0 Grove Road  
**APPROVED 5-0 (PINKSTON/PAYNE)**
15. Resolution: #R-24-105 Resolution approving land acquisition for park and open space use - 0 Cedar Hill Road (1 reading)  
**APPROVED 5-0 (PINKSTON/PAYNE)**
16. Resolution: #R-24-106 Resolution approving land acquisition for trail and open space use - 0 Rialto Street (1 reading) **APPROVED 5-0 (PINKSTON/OSCHRIN)**
17. Resolution: #R-24-107 Resolution approving amendments related to the City's interest in Water Street Parking Garage  
**APPROVED 5-0 (PINKSTON/SNOOK)**
18. Resolution: Resolution to Appropriate funding to the Parking Fund

## General Business

## Community Matters (2)

## Adjournment

**RESOLUTION APPROPRIATING FUNDING for  
Charlottesville Student Victim Outreach Program Department of Criminal Justice  
Services Victim of Crimes Act Grant  
\$123,614**

**WHEREAS**, the City of Charlottesville has been awarded \$123,614 from the Department of Criminal Justice Services;

**WHEREAS**, the funds will be used to support Evergreen, a program operated by the Department of Human Services. The grant award covers the period from July 1<sup>st</sup>, 2023 through June 30<sup>th</sup>, 2024;

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the sum of \$123,614 is hereby appropriated in the following manner:

**Revenue – \$123,614**

\$ Fund: 209	CostCenter: 3413018000	G/L Account: 430120
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**Expenditures - \$123,614**

\$ Fund: 209	CostCenter: 3413018000	G/L Account: 519999
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**BE IT FURTHER RESOLVED**, that this appropriation is conditioned upon the receipt of \$123,614 from the Department of Criminal Justice Services.

**AN ORDINANCE  
TO AMEND AND RE-ENACT CHAPTER 12 OF THE CODE OF THE CITY OF CHARLOTTESVILLE, VIRGINIA  
(1990), AS AMENDED, TO RECOGNIZE THE CHARLOTTESVILLE-ALBEMARLE RESCUE SQUAD AND  
CHARLOTTESVILLE FIRE COMPANY AS COMPONENT PARTS OF THE CITY'S FIRE DEPARTMENT**

**Chapter 12 FIRE PREVENTION AND EMERGENCY MEDICAL SERVICES**

**ARTICLE I. GENERAL**

**Sec. 12-1. Violations.**

Except as otherwise specified, any person who violates the provisions of this article shall be guilty of a Class 1 misdemeanor.

**Sec. 12-2. Terms defined.**

For purposes of this chapter the following definitions shall apply:

*Component part* means a not-for-profit organization that forms a constituent element of the city's fire and emergency medical services department and which is deemed an instrumentality of the city solely for purposes of Virginia Code § 32.1-111.4:6.

*Designated emergency response agency* or *DERA* means an emergency medical services agency that responds to medical emergencies for its primary service area as defined by the city's emergency medical services system and response plan, and is recognized as an integral and essential part of the official public safety program of the city for purposes of Virginia Code § 15.2-955.

*Emergency incident* means any incident where there is imminent danger to life, health, property or the environment, or the actual occurrence of fire or explosion, or of the uncontrolled release of hazardous materials which threaten life or property, to which members of the city's fire and emergency medical services department are called or dispatched, including but not limited to, incidents requiring fire suppression, emergency medical care, rescue, or services related to hazardous materials.

*Emergency medical services* or *EMS* means health care, public health, and public safety services used in the medical response to the real or perceived need for immediate medical assessment, care, or transportation and preventive care, or transportation in order to prevent loss of life or aggravation of physiological or psychological illness or injury.

*Emergency medical services agency* or *EMS agency* means any person or group engaged in the business, service, or regular activity, whether for profit or not, of rendering immediate medical care and providing transportation to persons who are sick, injured, wounded, or otherwise incapacitated or helpless, and that holds a valid license as an emergency medical services agency issued by the state Commissioner of Health in accordance with Virginia Code § 32.1-111.6.

*Emergency medical services personnel* or *EMS personnel* means persons who are employed by, or who are members of an emergency medical services agency, and who provide emergency medical services pursuant to an EMS agency license issued to that agency by the state Commissioner of Health and in accordance with the authorization of that agency's operational medical director(s).

*Emergency medical services system or EMS system* means the system of designated emergency response agencies, vehicles, equipment, and personnel; health care facilities; other health care and emergency services providers; and other components engaged in the planning, coordination, and delivery of emergency medical services within the city, including individuals and facilities providing communication and other services necessary to facilitate the delivery of emergency medical services in the city.

*Emergency medical services vehicle or EMS vehicle* means any vehicle, vessel, or aircraft that holds a valid emergency medical services vehicle permit issued by the Virginia Office of Emergency Medical Services that is equipped, maintained, or operated to provide emergency medical care or transportation of patients who are sick, injured, wounded, or otherwise incapacitated or helpless.

*Fire company* means a volunteer firefighting organization organized within the city pursuant to state law, for the purpose of fighting fires.

*Garbage* means putrescible animal and vegetable matter accumulated by a household in the course of ordinary day-to-day living.

*Household refuse* means waste material and trash normally accumulated by a household in the course of ordinary day-to-day living.

*Open burning* and *open fire* refer to the burning of any matter or substance in a manner that the resulting products of combustion are emitted directly into the atmosphere without passing through a stack, duct or chimney.

*Refuse* means trash, rubbish, garbage and other forms of solid or liquid waste, including, without limitation, wastes resulting from residential, agricultural, commercial, industrial, institutional, trade, construction, land cleaning, forest management and emergency operations.

### **Sec. 12-3. References to Virginia Code.**

All references within this ordinance to specific titles, chapters, articles and sections of the Virginia Code shall refer to those provisions of the Code of Virginia (1950), as amended, in effect on the date of adoption of this ordinance, and shall also be construed as references to successor titles, chapters, articles and sections, mutatis mutandis.

### **Secs. 12-4—12-14. Reserved.**

## ***ARTICLE II. FIRE DEPARTMENT***

### **Sec. 12-15. Establishment; direction and control.**

- (a) There is hereby established as a department of the city government a firefighting and emergency medical services department, to be known and designated as the Fire Department of the City of Charlottesville. The fire department shall provide all firefighting and emergency medical services, fire code enforcement, and services related to civilian protection and evaluation in disasters and emergencies.

- (b) The fire department shall be composed of the officials and individuals who are the employees of the city within the department, of the volunteer company known as the Charlottesville Fire Company, and the Charlottesville-Albemarle Rescue Squad, Inc. ("CARS").
- (c) CARS is recognized as a component part of the fire department and is deemed an instrumentality of the city solely for purposes of Virginia Code § 32.1-111.4:6, and as a designated emergency response agency of the city and an integral and essential part of the official public safety program of the city with responsibility for providing emergency medical response, for purposes of Virginia Code § 15.2-955. Details regarding the operational relationship between CARS and the fire department shall be as outlined in the most current emergency medical services agreement and/or other memoranda of agreement between the two parties.

**Sec. 12-16. Chief of fire and emergency medical services; powers and duties.**

Except as described in section 12-18 of this chapter:

- (a) The director of the fire department shall be a public officer known as the "fire chief." As many other officers and employees may be employed in the fire department as needed and as provided for by the city council within its annual budget. The city's fire chief shall provide general management of the fire department including all functions of the department described in this chapter and in statutes and regulations relating to local firefighting and emergency medical services.
- (b) The fire chief is empowered to designate such subordinate officers and officials among the paid employees of the fire department as they may deem appropriate, including without limitation: designation of a local fire marshal and one (1) or more assistants to the fire marshal, as deemed necessary by the fire chief, which assistants shall, in the absence of the fire marshal, have the powers and perform the duties of the fire marshal.
- (c) The fire chief shall have charge of the city's firehouses, and shall keep such property in good condition.
- (d) The fire chief shall have authority to purchase (subject to applicable procurement laws and regulations) operate, staff, and maintain equipment for firefighting, providing emergency medical services, and for otherwise responding to emergency incidents, and to prescribe the terms and conditions upon which such equipment will be utilized for fighting fires or providing emergency medical services in or upon publicly or privately owned property. The fire chief shall perform all actions and shall have all duties as may be necessary to properly care for and to keep such property and equipment in good condition and working order.
- (e) In accordance with the Virginia Public Records Act, the Virginia Freedom of Information Act, and other laws of the Commonwealth, as applicable, the fire chief shall keep and maintain records of all emergency incidents, their place and time of occurrence, and such other information as the fire chief shall deem necessary or proper or the city manager may require. The fire chief shall deliver or make available to their successor in office all such records, and all other records pertaining to the operation and management of the city fire department that may be in their possession or control.

- (f) The fire chief shall have general supervision of all fire hydrants in the city, and they shall report in writing to the director of public works whenever they deem it necessary or expedient that any fire hydrants should be erected, repaired, or removed.
- (g) The fire chief shall establish and enforce departmental policies, regulations, and bylaws for the administration and operation of the department. Such regulations shall be consistent with this chapter but may establish additional and more stringent requirements applicable to firefighting or emergency medical services operations, consistent with federal and state laws and regulations. In no event shall any city or departmental regulation or directive be interpreted to waive requirements of any federal, state, or local law or regulation, including those related to permits or licensing.
- (h) The fire chief may delegate any operational authority to other officials and employees of the department. References in this chapter to the fire chief shall include such officials and employees acting under delegated authority, as applicable.
- (i) The fire chief, on behalf of the city council, shall have authority to enter into and take all actions necessary to implement and carry out the terms of agreements for mutual aid with other localities or agencies. Whenever the necessity arises during any actual, perceived, or potential emergency resulting from fire, personal injury, or other public disaster, the firefighters and emergency medical services personnel of the city may, together with all necessary equipment, lawfully go or be sent by the fire chief beyond the territorial limits of the city, to any point within the Commonwealth, to assist in responding to such emergency. All such extraterritorial acts and expenditures incurred for such purpose shall be entitled to the protections and immunities afforded by the Virginia Code, including Virginia Code § 27-1.
- (j) The fire chief shall have authority to take all lawful actions necessary for the provision of services related to hazardous materials, rescue, fire suppression, investigations of code violations and related enforcement actions, emergency medical services and other emergency response services deemed necessary in the judgment of the fire chief for emergency response in events exceeding the capabilities of an individual locality or government agency.

**Sec. 12-17. Control of the scene of an emergency incident.**

- (a) The fire chief, shall have full authority and complete supervisory control over all equipment and personnel present at the scene of an emergency incident. In the absence of the fire chief, such authority and control over the scene of an emergency incident shall be vested with the designated incident commander, pursuant to fire department protocols.
- (b) While the city's fire department is in the process of answering an alarm, or operating at an emergency incident, or traveling to or from the fire station or the scene of an emergency incident, the fire chief shall have the authority to:
  - (1) Maintain order at the emergency incident and its vicinity;
  - (2) Direct the actions of the firefighters and emergency services personnel at the emergency incident or its vicinity;

- (3) Keep bystanders or other persons at a safe distance from the emergency incident and emergency equipment;
  - (4) Facilitate the speedy movement and operation of emergency equipment and fire department personnel;
  - (5) Cause an investigation to be made into the origin and cause of the emergency incident;
  - (6) Until the arrival of a police officer, direct and control traffic in person or by deputy and facilitate the movement of traffic; and
  - (7) Restrict the entry of personnel from the news media into the area of an emergency incident, as follows: personnel from the news media, when gathering the news, may enter at their own risk into the area of an emergency incident only when the fire chief or other officer in charge has deemed the area safe, and only into those areas of the emergency incident that do not, in the opinion of the fire chief or other officer in charge, interfere with firefighters or emergency medical services personnel dealing with such emergencies; and if the presence of personnel of the news media causes interference, in the opinion of the fire chief or other officer in charge of the fire department's operations at the scene of the emergency incident, the fire chief or other officer in charge may order such person to leave the scene of the emergency incident.
- (c) The fire chief or other officer in charge of the area of an emergency incident shall display their firefighter's or emergency medical services personnel badge, or other proper means of identification.
- (d) Any person refusing to obey an order of the fire chief or other officer in charge, or their deputies, shall be guilty of a Class 4 misdemeanor. The fire chief or other officer in charge shall have the power to make arrests for violation of the provisions of this section. The authority described within this section may not be exercised to inhibit or obstruct members of law-enforcement agencies from performing their normal duties when operating at an emergency incident.
- (e) The fire chief shall have the authority to equip fire department vehicles and personnel with devices for activation of traffic control signals, in order to facilitate the safe ingress and egress of department equipment, vehicles, and personnel at a fire station and to facilitate the safe travel of fire department equipment, vehicles, and personnel to and from the scene of an emergency incident.

**Sec. 12-18. Volunteer Agencies.**

- (a) At their respective meetings each year, or as soon thereafter as practicable, the Charlottesville Fire Company and the Charlottesville-Albemarle Rescue Squad shall elect from among their respective members a chief and such other officers as they may deem appropriate, and shall communicate the names of the elected officers to the city's fire chief. Officers so elected shall have full control and command of their respective organizations at all times, except as otherwise provided within this chapter.



- (b) At the scene of an emergency incident, the fire chief and other officers of a volunteer agency shall exercise supervision and control over their respective personnel; however, the chief and other officers of the volunteer agency shall receive direction and instructions from the designated on-scene incident commander.

**Sec. 12-19. Powers and duties of fire marshal; assistants.**

- (a) The fire chief shall appoint an employee of the fire department to serve as the city's fire marshal, and one (1) or more assistants. The fire marshal shall have the powers, functions and responsibilities described within Title 27, Chapter 3 (Local Fire Marshals) of the Virginia Code.
  - (1) In addition to any other duties prescribed by law, the fire marshal and their assistants shall have the authority to arrest, to procure and serve warrants of arrest, and to issue summons in the manner authorized by general law for violation of fire prevention and fire safety laws and related ordinances. The authority granted in this section shall not be exercised by the fire marshal or any assistant until such person has satisfactorily completed a training course designed specifically for local fire marshals and their assistants and approved by the Virginia Fire Services Board.
  - (2) The city's fire marshal and their assistants shall have the same police powers as a police officer or law enforcement officer, and these officers shall have responsibility for the investigation and prosecution of offenses involving hazardous materials, fires, fire bombings, bombings, attempts or threats to commit such offenses, false alarms relating to such offenses, and possession and manufacture of explosive devices, substances and fire bombs. However, the police powers granted in this section shall not be exercised by any local fire marshal or assistant until such person has satisfactorily completed a course for fire marshals with police powers, designated by the department of fire programs in cooperation with the department of criminal justice services, which course shall be approved by the Virginia Fire Services Board. In addition, fire marshals and their assistants with police powers shall continue to have and exercise those police powers only upon satisfactory participation in in-service and advanced courses and programs designated by the department of fire programs in cooperation with the department of criminal justice services, which courses shall be approved by the Virginia Fire Services Board.
  - (3) Where a city fire marshal or any assistant(s) have been designated by the city's fire chief they shall, before entering upon their duties, take oath before an officer authorized to administer oaths, faithfully to discharge the duties of such office(s). The certificate of the oath shall be returned to and preserved by the clerk of the city council.
- (b) The fire marshal shall have the right to enter upon any property from which a release of any hazardous material, hazardous waste or regulated substance, as defined in § 10.1-1400 or § 62.1-44.34:8 of the Virginia Code, has occurred or is reasonably suspected to have occurred, and which has entered into the ground water, surface water or soils of the city. The right of entry authorized by this provision is to allow the fire marshal to investigate the extent and cause of any such release and shall be exercised in accordance with the provisions of § 27-37.1 of the Virginia Code.

**Secs. 12-20—12-29. Reserved.**

### **ARTICLE III. FIRE PREVENTION CODE**

#### **Sec. 12-30. City fire prevention code.**

There is hereby established a fire prevention code for the City of Charlottesville, consisting of the Virginia Statewide Fire Prevention Code adopted pursuant to section 12-31, as well as the regulations set forth within section 12-32, following below.

#### **Sec. 12-31. Virginia Statewide Fire Prevention Code.**

- (a) It shall be the policy and practice of the city to enforce, in its entirety, the Virginia Statewide Fire Prevention Code ("SFPC") adopted by the Virginia Board of Housing pursuant to § 27-97 of the Virginia Code, as amended from time to time. Accordingly, the SFPC is hereby adopted as part of the fire prevention code of the city. At least one (1) copy of the SFPC shall be maintained in the office of the city's fire chief and such copy shall be made available for inspection during regular office hours.
- (b) Appeals concerning the application of the SFPC shall first lie to the city's board of building code appeals, which board is hereby designated as the local board of appeals for the SFPC. This board shall have jurisdiction over all appeals initiated by persons aggrieved by a decision of the fire official implementing or interpreting any provision of the SFPC.
- (c) From time to time city council may approve a schedule of permits and of fees applicable to inspections, approvals and appeals conducted for purposes of enforcement of the SFPC. Once a schedule of permits and/or fees is approved it shall be maintained in the office of the city fire chief.
- (d) The city's fire department shall have responsibility to serve as the local enforcing agency for the SFPC. In carrying out such responsibility the fire department shall act by and through an executive official ("fire official") designated by the city's fire chief. Unless otherwise specified by the city's fire chief, the city's fire marshal shall serve as the city's fire official. The fire official and any fire department employees appointed by the fire chief to assist them, shall have authority to exercise the powers authorized within the SFPC and relevant provisions of the Statewide Fire Prevention Code Act, §§ 27-94 et seq. of the Virginia Code, as amended. The fire official may delegate duties and powers to their assistants appointed by the fire chief, but the fire official shall remain responsible for ensuring that any such delegated duties and powers are carried out in accordance with applicable provisions of law.
- (e) The fire official and their assistants shall have or obtain the qualifications and certifications specified within the SFPC.
- (f) The fire official shall keep and maintain official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. The fire official shall deliver to their successor in office all such records that may be in their possession or control.

**Sec. 12-32. Local regulations.**

- (a) The SFPC, as adopted pursuant to section 12-31, above, is hereby amended, supplemented, amplified and modified by the following provisions, which are intended to be more restrictive or more extensive in scope than the regulations set forth within the SFPC:
- (1) *Certain fire suppression systems required.* Notwithstanding any contrary provision of law, general or special, fire suppression systems must be installed and maintained in full operating condition in buildings fifty (50) feet or more in height for which building permits have been issued after October 20, 1986. The technical requirements for the installation, repair, operation and maintenance of such systems shall be those found in the SFPC. A violation of this section shall constitute a Class 2 misdemeanor.
  - (2) *Certain smoke detectors required.* Notwithstanding any contrary provision of law, general or special, smoke detectors shall be installed in the following structures or buildings:
    - a. Any building containing one (1) or more dwelling units;
    - b. Any hotel or motel regularly used or offered for, or intended to be used to provide overnight sleeping accommodations for one (1) or more persons; and
    - c. Rooming houses regularly used, offered for, or intended to be used to provide overnight sleeping accommodations.

Smoke detectors installed pursuant to this section shall be installed in conformance with the provisions of the Uniform Statewide Building Code. Any required smoke detector may be either battery-operated or an AC-powered unit. The owner of any dwelling unit which is rented or leased, at the beginning of each tenancy and at least annually thereafter, shall furnish the tenant of that unit with a certificate that all required smoke detectors are present, have been inspected, and are in good working order. Except for smoke detectors located in hallways, stairwells, and other public or common areas of multifamily buildings, interim testing, repair, and maintenance of smoke detectors in rented or leased units shall be the responsibility of the tenant; however, the owner shall be obligated to service, repair, or replace any malfunctioning smoke detector(s) within five (5) days of receipt of written notice from the tenant that such smoke detector is in need of service, repair, or replacement. A violation of any provision of this section shall constitute a Class 2 misdemeanor.

Any building containing fewer than four (4) dwelling units which was not in compliance with this section on July 1, 1984, shall be exempted from the requirements of this section until such time as that building or any dwelling unit therein is sold or rented to another person. The city's fire department may delegate responsibility for enforcement of this section, as may be appropriate, to the housing inspections division of the department of neighborhood development services, which is hereby authorized to enforce this section at the request of the fire department.

- (3) *Exits from public assembly halls.* The owners or lessees of any public hall or theater shall provide suitable and sufficient exits from such buildings. The doors to the exits shall remain unlocked during all performances or public gatherings in the buildings and shall, in all cases,

open outwardly, and not inwardly. Any owner or lessee of any such building who shall violate this requirement shall be subject to the penalties set forth within Virginia Code § 27-53. The continuation of any failure to comply with this requirement for each week after notice has been given to the owner or lessee of a building that the exits are unsafe or insufficient shall be deemed a separate offense.

- (4) *Summoning firefighting apparatus without cause.* No person shall, without just cause, call or summon, by telephone or otherwise, any firefighting apparatus. No person shall maliciously activate a manual or automatic fire alarm in any building used for public assembly or for other public use, including, but not limited to, schools, theaters, stores, office buildings, shopping centers and malls, coliseums and arenas.
- (5) *Fireworks.* No person shall have, keep, store, use, discharge, manufacture, sell, handle or transport any fireworks in the city, except as provided within this section. Nothing in this section shall apply to:
  - a. Any materials or equipment that is used or to be used by any person for signaling or other emergency use in the operation of any railroad train or other vehicle for the transportation of persons or property.
  - b. Any officer or member of the armed forces, while acting within the scope of their authority and duties as such, nor to any offer of sale or sale of fireworks to any authorized agent of such armed forces.

The fire chief may, upon due application, issue a permit to a properly qualified person for giving a pyrotechnic display of fireworks in the public parks or other open places. Such permits shall impose such restrictions as, in the opinion of the fire chief, may be necessary to properly safeguard life and property in each case. The term "fireworks," as used in this section, shall mean and refer to any firecracker, sparkler, roman candle, fire balloon, signal light, squib, rocket, railroad track or other torpedo, skyrocket, flashlight composition, or other substance or object, of whatever form or construction, that contains any explosive or inflammable compound or substance, and which explodes, rises into the air, travels laterally, or fires projectiles into the air to obtain visible or audible pyrotechnic effects.

- (6) *High explosives.* No person shall sell within the city any dynamite, blasting powder or other high explosive except upon a written permit from the chief of police, which permit shall be issued upon application by the purchaser showing that such explosives are to be used for legitimate purposes within a reasonable time after their purchase and the provisions of the fire prevention code with respect to the keeping of all such explosives shall in all respects apply to such purchaser. This section shall not be construed to apply to the purchase of shotgun, rifle or pistol ammunition at retail.
- (7) *Storage of explosive liquids.* It shall be unlawful for any person to store, keep or handle any gasoline or other highly explosive liquids in bulk within the city ("bulk storage") except:
  - a. In the city's manufacturing/industrial zoning districts as part of, or in connection with, a use authorized by the city's zoning ordinance; or

- b. In existing bulk storage sites that were lawful as of March 1, 2004.

For the purposes of this section, the term “bulk storage” shall mean and refer to the storage and keeping as well as the parking, loading or unloading of gasoline or any other highly explosive liquid in quantities of more than ten thousand (10,000) gallons, into, to or from any single container, including, without limitation, tank cars or truck transports. Where permitted, such bulk storage shall be conducted in accordance with applicable provisions of the SFPC. It shall be unlawful for any person to store, keep or handle any gasoline or other highly explosive liquids in any underground container of ten thousand (10,000) gallons or less, in any residential zoning or B-1 zoning district; provided, however, that:

- a. In an R-3 or B-1 zoning district, a single underground tank may be installed to contain not in excess of five hundred fifty (550) gallons, provided that such tank is not located within one hundred (100) feet of any residential dwelling unit, is to serve a nonconforming business use, and shall not be resold to others; and
- b. Any elementary or secondary school, whether public or private, may install an underground tank to contain not in excess of five hundred fifty (550) gallons, so long as such tank is not located within one hundred (100) feet of any residential dwelling unit, is not located within one hundred (100) feet of any building used for school purposes, and the contents of such tank are not resold to others.

Otherwise, underground storage of quantities not in excess of ten thousand (10,000) gallons, in a container complying with requirements of the SFPC, is permitted within the city, except that if any such underground tank is located within ten (10) feet of any building, the maximum quantity permitted in such container shall be two thousand (2,000) gallons.

- (8) *Open burning.* Except as otherwise provided in this section, no person shall ignite or maintain, or cause or permit to be ignited or maintained, any open fire on public or private property outside any building. Salvage, demolition operations, land clearing and disposal of waste materials (including, without limitation, construction debris, garbage, refuse, household refuse, brush, grass, leaves and other waste materials) by burning are specifically prohibited. Exceptions to the prohibitions of this section are as follows:

- a. Open fires may be set in the performance of official duties by the fire chief or their designee when necessary:
  - 1. For the abatement of a fire hazard which cannot be abated by other means;
  - 2. For training in firefighting or for research in control of fires under supervision of the fire chief or their designee; and
  - 3. In emergency or other extraordinary circumstances when open burning is determined by the fire chief to be in the public interest.
- b. Open fires may be used for cooking food, if such fires are contained within approved grills and barbecues for the purpose of food preparation for human consumption.

- c. Open fires may be set within approved outdoor fireplaces provided such fireplaces have screened burn chambers and chimneys equipped with spark arrestor screens. Salamanders and similar heating devices may be used for heating by outdoor workers provided that no smoke hazard or other nuisance is created and provided that such devices are used not less than fifteen (15) feet from any structure.
  - d. Open fires may be set for recreational purposes, or for ceremonial occasions, with the advance approval of the fire marshal, and provided that no smoke violation or nuisance is created.
  - e. Where permitted, open burning shall be constantly monitored until the fire is extinguished. Fire extinguishing equipment shall be available for immediate use. Notwithstanding the above-listed exceptions, there is hereby reserved to the city's fire chief the authority to prohibit any and all open burning when in their determination smoke may cause reduced visibility on any highway, the fire is endangering adjacent property, or when flames, emissions or odors from the fire may otherwise constitute a hazard or nuisance. The fire chief or their designee may order the extinguishing of any fire which creates any such hazard(s) or nuisance(s).
- (9) *Fire hydrant distribution.* Fire hydrants shall be provided along required fire apparatus access roads and adjacent public streets where new building construction or modifications to water mains occur as follows: No more than three hundred (300) feet shall exist between fire hydrants serving buildings meeting SFPC occupancy classifications other than Residential Group R-5, in which case no more than six hundred (600) feet shall exist between fire hydrants.
- (10) *Chapter 1, section 103.1.2* of the SFPC is replaced by the following:
- 10.1.2. Appendices.
- (i) Appendix B, Fire-Flow Requirements For Buildings, of the International Fire Code - 2006 Edition, as amended from time to time (hereinafter "IFC"), is considered part of the IFC for the purposes of Section 103.1 of the SFPC.
  - (ii) Appendix D, Fire Apparatus Access Roads, of the IFC is considered part of the IFC for the purposes of Section 103.1 of the SFPC, as modified in the city's Standards and Design Manual. Any conflict between the two (2) documents shall be resolved in favor of the city's Standards and Design Manual.
- (11) *Testing and inspection reports.*
- a. *Testing, inspection, repair and maintenance required.* Fire protection systems and other life safety systems, whether required or nonrequired, shall be inspected, tested, repaired and maintained in an operative condition at all times, and in accordance with requirements set forth within the SFPC. Itemized records of all system tests, inspections, repairs and maintenance required by the SFPC shall be maintained by the property owner on the premises of the system(s), and copies of such records shall be submitted to the city's fire official as required by paragraph b., below.

- b. *Reporting.* It shall be the responsibility of any person (including, without limitation, any individual or company) providing or conducting tests or inspections of fire protection and life safety systems for properties within the city to submit a copy of the itemized records of such tests, inspections, repairs, or maintenance to the fire official's approved and designated web-based reporting vendor, within thirty (30) days of the test, inspection, repair or maintenance. With respect to inspections, testing, maintenance, repair, or replacement of fire protection and life safety systems, the term "itemized records" includes, but is not limited to: identification of the individual and company performing the inspection; a description of the inspection, testing, maintenance, repair, or replacement; when and where the inspection, testing, maintenance, repair, or replacement took place; and the results of the inspection, testing, maintenance, repair, or replacement.
  - c. *Web-based reporting requirement.* The fire official shall utilize a web-based reporting program which connects and engages the key stakeholders involved in fire prevention and community risk reduction, including: the governmental authorities having jurisdiction within the city, testing and inspection service providers, and property owners. Records, including reports of testing and inspections, referenced in paragraph a. preceding above must be uploaded to the web-based reporting system designated by the city's fire official. The web-based inspection reporting provider shall transmit said inspection reports to the city's fire official, and to any other governmental authorities to whom such reports are required to be given.
  - d. Every individual and company performing testing, inspection, repair or maintenance of any fire protection or life safety systems within the city shall be qualified (certified) and licensed, registered or otherwise authorized to perform such work or services within the Commonwealth of Virginia, and in accordance with applicable SFPC standards. The city's fire official may reject any records or reports if the person or company providing the reports does not also provide the city with documentation of their current certification(s) and qualification(s) to perform such work or services.
- (b) Nothing in this section shall be construed, interpreted or applied to abrogate, nullify, or abolish any law, ordinance or code enacted by the city, or by the Commonwealth of Virginia, its boards or agencies. When any provision of this section is found to be in conflict with any zoning, safety, health or other applicable law, ordinance or code, the provision that establishes the higher standard for the promotion and protection of the safety and welfare of the public shall prevail.

**Secs. 12-33—12-39. Reserved.**

#### **ARTICLE IV. EMERGENCY MEDICAL SERVICES**

**Sec. 12-40. Purpose.**

Pursuant to Virginia Code § 32.1-111.14, it is hereby determined that the powers set forth herein must be exercised in order to assure the provision of adequate and continuing emergency services and to preserve, protect and promote the public health, safety and general welfare.

**Sec. 12-41. Responsibilities of the department.**

As otherwise consistent with this chapter, the city's fire department shall be responsible for regulating and managing the provision of pre-hospital emergency patient care and services, and for regulating providers of the non-emergency transportation of patients requiring medical services.

**Sec. 12-42. Fees for emergency medical services vehicle transports.**

- (a) Reasonable fees shall be charged for services provided by an EMS agency operating an EMS vehicle under this article. The schedule of fees shall be established by resolution of city council.
- (b) In no event shall a person be denied transport for emergency medical services due to their inability to pay.
- (c) The city manager shall establish policies and procedures to implement this section in accordance with applicable law, including payment standards for persons demonstrating economic hardship.

**Sec. 12-43. Medical directors.**

- (a) There shall be a city operational medical director ("OMD"), who shall be appointed by the fire chief. The OMD shall be responsible for approval of the fire department's medical protocols and advising the fire chief pertaining to the provision of emergency medical services in the city.
- (b) Each component part of the fire department shall have its own OMD(s), who shall be responsible for approval of their respective agency's medical protocols.



**ORDINANCE AUTHORIZING A GRANT OF PUBLIC FUNDING TO THE CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY FOR THE CONSTRUCTION OF AFFORDABLE FOR-RENT HOUSING UNITS LOCATED AT 707-713 SIXTH STREET, CHARLOTTESVILLE, VIRGINIA IN A NOT-TO-EXCEED AMOUNT OF THREE MILLION DOLLARS (\$3,000,000.00) FOR HOUSEHOLDS OF LOW AND MODERATE AREA MEDIAN INCOME LEVELS.**

**WHEREAS**, the Charlottesville Redevelopment and Housing Authority (CRHA) has requested a total funding commitment of \$3,000,000 (three million dollars) inclusive in support of CRHA and its Sixth Street Phase One Redevelopment Project located at 707-713 Sixth Street, 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 the production of new housing for persons of low and moderate-income is a public purpose and use for which the General Assembly has authorized public funds to be expended. Such production is a governmental function of concern to the Commonwealth of Virginia.

**WHEREAS**, pursuant to Virginia Code §15.2-958, the City of Charlottesville may make grants or loans to the owners of residential rental property occupied, or to be occupied, following construction, by persons of low or moderate income.

**WHEREAS**, pursuant to the City’s Charter, Sec. 50.7, Powers Relating to Housing and Community Development, the City shall have the power to make grants and loans of funds to the benefit of low- or moderate-income households to further a public purpose.

**WHEREAS** the City as a political subdivision of the Commonwealth, organized and operating under the laws of the Commonwealth; and CRHA having the purposes and authority within Virginia Code Title 36, Chapter 1 (Housing Authorities Law), and the City, acting by and through its City Council, is authorized to make grants or loans to CRHA to enable or assist CRHA to carry out its purposes.

**WHEREAS** the redevelopment of existing public housing sites and the provision of additional affordable housing units that will be committed 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 is planning the redevelopment of its property located at 707-713 Sixth Street, 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**, CRHA has requested the City award a grant of funding to subsidize the costs of producing new units of residential rental property occupied, or to be occupied, following construction, by persons of low and moderate-income, said undertaking being described in CRHA's Mixed Finance Development Proposal submitted to the Department of Housing and Urban Development, referred to as “Sixth Street Phase One,”

**NOW, THEREFORE**, in consideration of the Project and undertakings of accepted and agreed and detailed therein related Memorandum of Agreement (or “MOA,” or “Grant Agreement” or “Agreement”) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Signatories hereto hereby covenant and agree as follows: the City Council hereby agrees that local public funding is approved, subject to the following conditions:

## **Section 1. Authorization**

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- 1.1. Pursuant to the terms and conditions set forth in the attached Agreement (Exhibit A), between the City of Charlottesville and the Charlottesville Redevelopment and Housing Authority, and Resolution #R-22-041 (Exhibit B) the City Council hereby authorizes the allocation of public funding to the CRHA in a not-to-exceed amount of three million dollars (\$3,000,000.00).

## **Section 2. Purpose and Uses**

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- 2.1. The grant funds shall be utilized by the CRHA for the construction of affordable for-rent housing units at 707-713 Sixth 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 47 units shall be for-rent affordable dwelling units reserved for occupancy by persons having a household income at or below sixty percent (60%) of Charlottesville's Area Median Income 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**

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- 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 Exhibit A (the 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, three hundred thousand dollars (\$300,000), is allocated towards soft costs associated with the Project. For the purposes of Exhibit A (the 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 three hundred thousand dollars (\$300,000) shall be used without limitation towards the cost of plans and specifications, surveys and estimates of cost and revenues, the cost of engineering; in addition, not more than 10%(e.g., \$30,000/ thirty-thousand dollars) of which shall not be used for environmental assessment and mitigation, soil testing if completed 120-days before or after the date of signature of Exhibit A (the MOA), 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 December 2024 and December 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 10% 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 (November 2024): All preparatory work was completed, all necessary permits were secured, and financing arrangements were finalized.
- b. Financial Closing and Construction Start (December 2024) is scheduled to take place in December 2024. This includes the execution of financial agreements and the commencement of construction activities. If the construction of the buildings within the Project does not begin on or before December 31, 2024, Exhibit A (the MOA) (Memorandum of Agreement) will

expire, and the city will not have any obligation to the CRHA or its assigns. The CRHA can request a one-time 90-day extension in writing, and this request must be filed with the City Manager's Office by certified mail no later than December 1, 2024.

- c. Construction Completed (December 2026): Final construction deliverables, occupancy permits, and initial tenant placements. The CRHA and the Signatory Entities shall make commercially reasonable efforts to complete construction and equipping of the Improvements no later than December 2026 (the "Completion Date"), which may be extended due to force majeure or other reasons approved by the City Manager.
- d. The CRHA or the assigned Signatory Entities: establish a budget for the construction of the project and submit it to the city for review. The City will write to the CCDC and/or the CRHA within ten (10) business days after receipt of the Budget whether it has any concerns. After the Budget is reviewed and the City has responded to the Recipient, all subsequent changes to the Budget shall likewise be subject to review and comment by the City.
- e. Comply with all applicable federal, state, and local laws and secure all plans, approvals, bonds, and permits as necessary or appropriate for the construction of the Improvements and the occupancy thereof.
- f. Encourage contractors and sub-contractors during the construction of the Project to provide employment opportunities for City residents, and to that end, may work closely with the City of Charlottesville Office of Economic Development and the Central Virginia Partnership for Economic Development and the Virginia Workforce Center to support the recruitment, screening, and training residents and public housing residents within the City of Charlottesville is encouraged.

### 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**

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- 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**

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- 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**

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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**

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

**ORDINANCE**  
**AUTHORIZING A FORGIVABLE LOAN TO VIRGINIA SUPPORTIVE HOUSING TO SUPPORT THE PREMIER CIRCLE PROJECT FOR THE PURPOSE OF PRODUCING NEW HOUSING UNITS FOR HOMELESS PERSONS AND VERY LOW- INCOME HOUSEHOLDS**

WHEREAS, the production of new housing units for homeless persons and very low-income households is a public purpose and use for which public money may be spent, and such production is a governmental function of concern to the Commonwealth of Virginia; and

WHEREAS, pursuant to Virginia Code §15.2-958 the City of Charlottesville may, by ordinance, make grants or loans to the owners of residential rental property occupied, or to be occupied, following construction, by homeless persons and households of very-low income, for the purpose of producing such property; and

WHEREAS, Virginia Supportive Housing (“VSH”) is a private, nonprofit 501(c)(3) organization (corporation) organized and operating under the laws of the Commonwealth of Virginia, having as its mission to end homelessness by providing permanent housing and supportive services; and

WHEREAS, VSH is developing the Premier Circle project at 405 Premier Circle, on Route 29, in Albemarle County that will have 77 studio apartments and 3 one-bedroom apartments with supportive services, such development to be funded by Low Income Housing Tax Credits, private donations, grants, and local government funding from the County of Albemarle and the City of Charlottesville; and

WHEREAS, the Premier Circle project will be a mixed-income community with a blend of units for homeless and very low-income households from Albemarle County, the City of Charlottesville, and the surrounding region; and

WHEREAS, VSH has requested the City of Charlottesville (the “City”) to award local public funding for the Premier Circle project, in an amount sufficient to subsidize the projected cost of constructing the required public infrastructure for the Project as well as the construction of very low-income affordable units, the City desires to make a Forgivable Loan to VSH pursuant to and in consideration for VSH’s activities in compliance with this agreement, to be approved by the City; and

**NOW, THEREFORE, BE IT ORDAINED** by the Charlottesville City Council that local public funding in the amount of seven-hundred-fifty-thousand-dollars (\$750,000) is hereby approved for Virginia Supportive Housing to support the Premier Circle Project, subject to the following terms and conditions, which shall be set forth within a written agreement that shall be executed by duly authorized agents of the City and Virginia Supportive Housing (“Loan Agreement” or “Agreement”):



## **Section 1. Public purpose of the Loan**

This Forgivable Loan is provided to Virginia Supportive Housing (“Recipient” or “VSH”) for the public purposes of providing for construction of eighty (80) affordable housing units; 77 studio apartments and 3 one-bedroom apartments with supportive services, at the Premier Circle Project (“Project”) located at 405 Premier Circle, on Route 29, Albemarle County, Virginia.

The Project shall be diligently prosecuted by the Recipient, to the end that, upon completion of construction, **one hundred percent (100%) of the dwelling units within the Project will be for occupancy or rental by homeless persons and very low-income households, for a period not less than ninety-nine (99) years.** Of the eighty (80), twelve (12) units will be rented to household at less than forty (40) percent area median income (AMI), and sixty-eight (68) will be rented to households between forty (40) and fifty (50) percent AMI.

## **Section 2. Representations and Warranties by the Recipient**

To induce the City to make the Loan, Recipient makes the following as its representations and warranties to the City:

- (A) Recipient is a corporation organized under the laws of the Commonwealth of Virginia, active and in good standing as of the date of its execution of this Agreement.
- (B) Recipient is a nonprofit 501(c)(3) organization whose 501(c)(3) status remains in effect as of the date of its execution of this Agreement.
- (C) Recipient will use its best efforts to ensure the Loan funds will be used only for the public purposes referenced in Section 1. Recipient may expend the Loan funds itself, or Recipient may loan the funds to a third party who is legally obligated to use the funds only for the public purpose referenced in Section 1.
- (D) Recipient shall in good faith take all measures necessary to ensure that one hundred percent (100%) of the dwelling units constructed within the Project will be Rental Affordable Units Units for homeless persons and very low-income households, for households earning 50% or less of the Area Median Income (AMI).
- (E) To the best of its knowledge, the Piedmont Housing Alliance (the “Landowner”) currently owns all right, title and interest in and to the land comprising the development site of the Project, and Recipient has verified that the Landowner does not intend to transfer or convey title to any such land to any third party.

(F) Recipient will execute any and all documents reasonably requested by the City to finalize the Forgivable Loan authorized by this Ordinance, including, without limitation, any note, deed of trust, security agreement or guaranty.

(G) The representations set forth within paragraphs (A) through (F) preceding above are material provisions of this Agreement.

### **Section 3. Authorized Expenditures; Budget**

(A) The Project is a mixed-income development that will provide eighty (80) permanent affordable units for very low-income households for residents of Charlottesville and the surrounding counties. Of the eighty (80) units, seventy-seven (77) will be studio apartments and three (3) one-bedroom apartments, all with supportive services. Of the eighty (80) units, twelve (12) will be completely accessible for persons with disabilities, and two (2) units will feature equipment for individuals with sensory impairments. The entire building will be designed to meet Virginia's Housing's Universal Design Standards.

(B) The City will provide \$750,000 in Forgivable Loan proceeds. Loan proceeds may be expended as follows:

i. **Up to \$750,000.00 shall be expended for site work (demolition of existing buildings, grading, erosion, and sediment control measures, etc.), the installation, construction or reconstruction of public streets (inclusive of sidewalk, curb and stormwater, landscaping), utilities, and park(s) essential to the Project ("Public Infrastructure" or "Public Infrastructure Construction"), and for construction of eighty (80) new affordable housing units for rental to low-income households residing in the Thomas Jefferson Planning District Commission region.**

ii. **Up to \$75,000 (ten (10) percent) may be used for soft costs.**

(C) Construction will commence in November 2024 and be diligently prosecuted by Recipient to completion.

(D) [Reserved.]

(E) The Budget shall establish stand-alone line items for Public Infrastructure Construction. The Budget shall also include line items for a Construction Contingency Amount, soft costs, and other reserves acceptable to the City.

## **Section 4. Disbursement of Loan Proceeds**

### ***(A) Preconditions, General***

Prior to the first disbursement of any Loan proceeds for expenses incurred pursuant to Section 3 above, the Recipient shall furnish all of the following documents to the City, in a form acceptable to the City in all respects, for the City's approval:

- i. A Public Infrastructure Plan: providing for construction of public streets, sidewalks, curb and gutter, utilities, stormwater, landscaping, park, and street lights ("Public Infrastructure") for the Project, prior to commencement of construction of any building(s) or structure(s) within the Project site, or providing for the phased construction of Public Infrastructure, by (a) delineating sections within the Project in which infrastructure will be constructed in coordination with housing that will be served by that infrastructure, (b) within each delineated section, establishing a schedule for completion of construction of the Public Infrastructure, within that section in relation to the completion of construction and occupancy of dwelling units within that section; (c) providing a Cost Estimate establishing the cost of constructing the Public Infrastructure in each section.
- ii. A Construction Schedule that implements construction of the Rental Affordable Units to be completed by March 2026.
- iii. The Budget required by Section 3, above.

If the above-referenced documents demonstrate the adequacy of the Budget to complete the Public Infrastructure and the Rental Affordable Units, and if the Construction Schedule is realistic, then the City's approval shall not unreasonably be withheld.

### ***(D) Execution of Loan Instruments***

This Loan is in the amount of the total disbursements made by the City to the Recipient, pursuant to Section 3(B)(i) and (ii) preceding above. Disbursement shall be made up to the Loan maximum specified in Section 3(B)(i) and (ii), above. All disbursements shall be added to the principal of the Loan, and interest at the rate of this Loan shall accrue thereon from the date each disbursement is made. The City shall not disburse any loan proceeds to the Recipient unless and until the Recipient has executed and delivered to the City all documents or legal instruments deemed by the City to be necessary to effectuate the Loan and to secure the City's ability to enforce the requirements of this Loan Agreement. The following terms and conditions are

material to the City's agreement to enter into this Loan Agreement and shall be requirements of this Agreement enforceable in accordance with this Loan Agreement as well as through any documents or legal instruments that effect and secure the Loan of public funds to the Recipient:

- (i) Deferred Payment Loan; Payment Date. This Loan shall be a deferred payment loan. The deferral period shall commence on the Commencement Date specified in subparagraph (iii), below, and shall expire at midnight on December 31 of the fortieth (40<sup>th</sup>) calendar year thereafter ("Deferral Period"). Interest shall accrue during the Deferral Period, in the amount specified in subparagraph (iv) following below.
  
- (ii) Each Disbursement of funds made by the City to the Recipient shall constitute loan proceeds (individually and collectively, the "Loan") of the Loan that is the subject of this Agreement. The term of the Loan shall be forty (40) years, commencing on the date of the final disbursement of Loan proceeds by the City to the Recipient pursuant to this Agreement ("Commencement Date"). If the Project is completed and operated continuously in accordance with the requirements of this Agreement and the Master Affordable Housing Covenant, and any amendments thereto, throughout the entire Deferral Period (i.e., continuously from the Commencement Date through the expiration of the Deferral Period) then the Loan shall be forgiven. Recipient will grant to the City, as security for the Loan, an assignment of its subordinate interest in the project, which secures its Sponsor Loan to the Project Owner. The assignment shall be subordinate to loans from VHDA or any federal agency.
  
- (iii) Interest shall accrue on outstanding amounts of the Loan, at the annual rate of three percent (3%), beginning on the Commencement Date specified in (iii), above. If the Project is completed and operated continuously in accordance with the requirements of this Agreement and the Master Affordable Housing Covenant, and any amendments thereto, throughout the entire Deferral Period referenced in paragraph (ii) preceding above (i.e., continuously from the Commencement Date through the expiration of the Deferral Period) then the accrued interest shall be forgiven.
  
- (iv) Payment. All Loan proceeds disbursed to the Recipient shall immediately become due and owing to the City in full, in each case following any applicable notice and cure period:
  - a. on the date of any Uncured Event of Default on the Loan;
  - b. upon the insolvency or dissolution of the Recipient;

- c. on the date of any foreclosure; or
- d. upon the sale or transfer of the property, or any portion(s) thereof, to any person other than a related entity, or other assignee, who has been approved by the City in advance. For purposes of this Agreement, the term “related entity” means any transferee that is controlled by the Recipient, the Landowner, or both.

(v) For so long as the City Loan proceeds are the Project, Recipient, on behalf of itself and its heirs, successors and assigns (collectively, “Owner”) agree that, prior to the first refinancing of the senior lien debt, or prior to the next new tax credit financing (but subject to any senior lender approvals, in their sole discretion, if such new tax credit financing does not include a refinancing of the senior debt) it will propose an Affordability Analysis to the City for the City’s review and approval. The Affordability Analysis will determine and detail if any qualified tenants have incomes permitted under the federal low income housing tax credit program that are in excess of one hundred thousand dollars (\$100,000) and the Owner will agree either (a) to escrow such rents that exceed thirty percent (30%) of such tenants’ income above \$100,000 and to use such reserves when sufficient and with the approval of the City to target deeper income restrictions on future tenancies of the other restricted units by providing a rental subsidy to such tenants, or (b) to propose further income restriction to the other restricted units to the reasonable satisfaction of the City.

(vi) **Default.** If any Event of Default shall occur pursuant to this Project Loan Agreement and is not cured within sixty (60) days from the date that written notice of such Event of Default is given by the City to the Recipient or such longer period as was reasonably necessary for cure, provided the Recipient requested an extension prior the expiration of the 60-day cure period and the City approved the request in writing (“Uncured Event of Default”, the Loan shall immediately become due and payable in full to the City. Each of the following shall constitute an Event of Default:

- a. Use of Loan funds for any purpose(s) other than those articulated within Section One of this Ordinance;
- b. Failure to comply with the terms and conditions of this Loan Agreement that apply to Project;

- c. Failure to comply with the requirements of the Master Affordable Housing Covenant, and any amendments thereto, as it may be amended, or any phase-specific replacement covenant thereto;
- d. Failure to perform any of Recipient's obligations under this Loan Agreement with respect to construction of the Public Infrastructure or construction of units of housing within Project;
- e. Failure to perform any of Recipient's obligations under the Master Affordable Housing Covenant, and any amendments thereto, as it may be amended or any phase-specific replacement covenant thereto;
- f. A successful legal challenge initiated by the Landowner, VSH, NHT Communities or any Project Owner, asserting that the Master Affordable Housing Covenant, and any amendments thereto, is invalid or unenforceable, in whole or as applied to such person;
- g. Failure to perform as required by any document that secures this Loan;
- h. Failure of Recipient to give the City notice of any anticipated sale of all or any portion of the Project to any person that is not controlled by the Recipient, the Landowner, or both and who will use it for any purpose other than that specified within Section 1 of this Agreement;

(vii) **Remedies for Default.** If Recipient fails to pay the Loan or fails to cure any Event of Default prior to the end of the 30-day notice period, the City may invoke foreclosure of this Loan Agreement or any other remedy allowed by the Loan Agreement, any document related to this Loan, or by the laws of the Commonwealth of Virginia. All of the City's rights and remedies are distinct and cumulative to any other rights and remedies under this Agreement, or otherwise at law, and may be exercised concurrently, independently, or successively.

(viii) **No Waiver.** No forbearance by the City in exercising any right or remedy hereunder, or otherwise afforded by Virginia law, shall constitute a waiver of, nor shall forbearance preclude the exercise of, any right or remedy.

## **Section 5. General Terms and Conditions**

(A) **Non-Appropriations Condition:** The obligations of the City as to any funding beyond the end of Fiscal Year 2025 (June 30, 2025) are expressly made subject to the availability of and appropriation by the City Council of sufficient public funds to support continued performance of this agreement by the City in succeeding fiscal years. When public funds are not appropriated or are otherwise unavailable to support continuation of payment(s) by the City to Recipient in a subsequent fiscal year, the City's obligations hereunder shall automatically expire, without liability or penalty to the City. Within a reasonable time

following City Council's adoption of a budget, the City shall provide the Recipient with written notice of any non-appropriation or unavailability of funds affecting this Loan agreement.

- (B) Assignments. The City reserves the right to approve in advance any assignment of this Agreement by the Recipient to any individual or entity, and the ownership and membership of any such entity must be disclosed to the City. Any change in the Recipient's organizational structure, and any change in the Recipient's status or Recipient's relationship to the Landowner, the Project Owner shall also be subject to approval by the Authority. Any such assignee shall be bound by all the terms and conditions of this Agreement.
  
- (C) Public Disclosure of Agreement Documents: The Recipient acknowledges and understands that this agreement, 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.
  
- (D) No Waiver of Rights: No failure on the part of the City to enforce any of the terms or conditions set forth in this agreement 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 default or failure to perform by the Recipient shall be construed as or deemed to be a waiver of any other and/or subsequent default or failure to perform. The acceptance of the performance of all or any part of this Agreement by the City, for or during any period(s) following a default or failure to perform by the Recipient, shall not be construed as or deemed to be a waiver by the City of any rights hereunder, including, without limitation, the City's right to terminate this Agreement.
  
- (E) Force Majeure. All dates in this Agreement shall be extended for a period of time equal to the period of any delay directly affecting such date which is caused by fire, earthquake or other acts of God, strike, lockout, acts of public enemy, riot, insurrection, pandemic, disease, work shortages, acts beyond the control of the parties, declared state of emergency or public emergency, government mandated quarantine or travel ban, government shutdown or governmental regulation. All federal extensions permitted due to any pandemic, declared state of emergency or public emergency, government mandated quarantine or travel ban, or any other similar event, shall also apply to the dates in this Loan Agreement.

- (F) Severability: In the event that any term, provision, or condition of this Agreement, 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 Agreement, 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.
- (G) Governing Law: This Agreement shall be governed by the laws of the Commonwealth of Virginia, and, in the event of litigation, jurisdiction and venue shall be in the Circuit Court of the City of Charlottesville, Virginia, and all legal actions involving this Agreement shall be brought only in such court. All parties hereto agree that in the event of any action brought to enforce the terms and provisions hereof, the prevailing party shall be entitled to reimbursement of reasonable attorney's fees and court costs. All parties to this Agreement have standing to enforce any covenants, terms, provisions, and agreements set forth herein.
- (H) Entire Agreement: This Agreement is the entire agreement between the parties hereto, sets forth all of promises, agreements, conditions, and understandings between the parties respecting the subject matter hereof and supersedes all prior and contemporaneous negotiations, conversations, discussions, correspondence, memoranda, and agreements between the parties concerning such subject matter.
- (I) Authorized City Signature: By its approval of this ordinance, the Charlottesville City Council authorizes the Charlottesville City Manager to execute Agreements to effectuate the requirements herein on its behalf.
- (J) Amendments. Except as otherwise specified within Section 5(E) of this Ordinance, the City Manager is hereby authorized to modify terms and conditions set forth within this Ordinance, without Council review and approval, but only if such amendment(s) do not materially modify: (i) the number of affordable dwelling units to be provided by Recipient, or the length of the Affordability Period, or (ii) the dollar amount(s) of the Loan, as set forth within Section 3(B) of this Agreement. Any amendments of the terms referenced in clauses (i) – (ii) preceding above within this paragraph must be approved by ordinance of City Council in the same manner as this Agreement.
- (K) Notices. All notices required under this Agreement shall be given in writing, and shall be deemed to be received five (5) business days after being mailed by first class mail, postage prepaid, return receipt requested, or one (1) business day after being placed for next day delivery with a nationally recognized overnight courier service, or upon receipt when delivered by hand, addressed as follows: (i) 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.



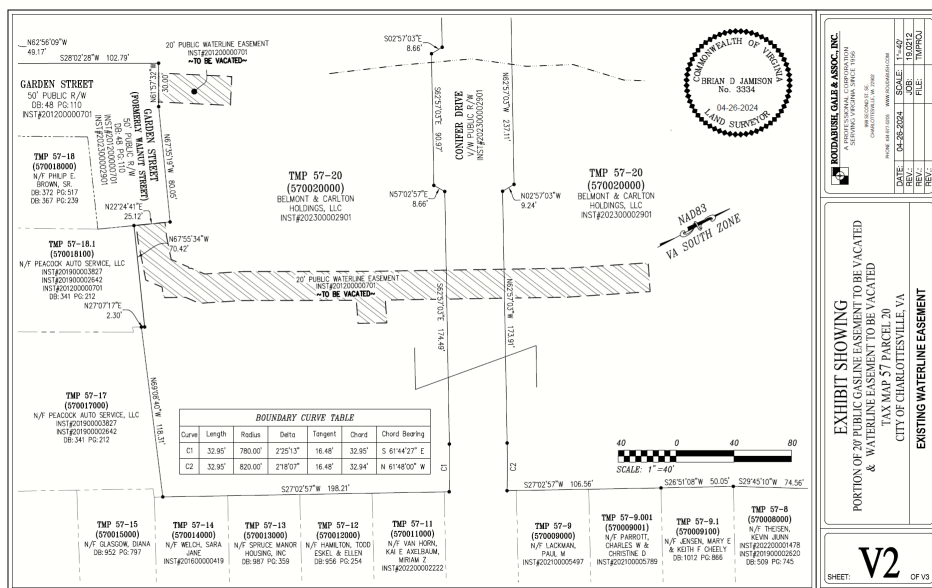
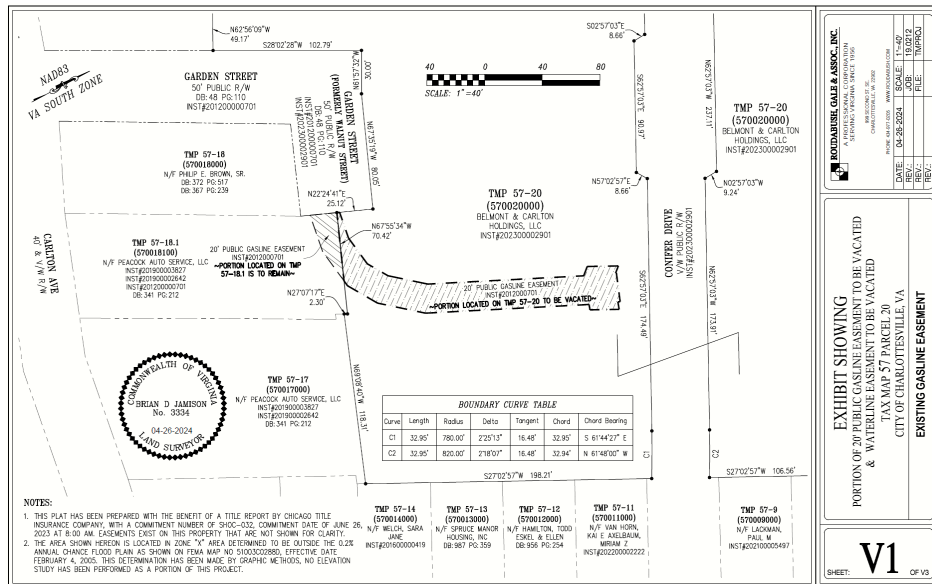
Box 911), Charlottesville, Virginia, 22902, or (ii) if given to the Recipient—to Virginia Supportive Housing, Attention: Executive Director, Piedmont Housing Alliance, Attention: Executive Director, 1900 Cool Lane, Suite B, Henrico, VA 23223, with a copy to Lauren Nowlin, Williams Mullen, 200 South 10<sup>th</sup> Street, Suite 1600, Richmond, VA 23219, and a copy to the Project Lender at an address provided by the Recipient.

**AND BE IT FURTHER ORDAINED BY THIS CITY COUNCIL THAT** the City Manager is hereby authorized to execute a Loan Agreement containing the terms and conditions consistent with those set forth within this Ordinance, and other documents and instruments necessary to complete this Loan transaction, subject to approval by the City Attorney’s Office as to the form of all such documents and instruments.

# ORDINANCE

## VACATING CERTAIN UTILITY EASEMENTS LOCATED AT TMP 57-20 IN THE CITY OF CHARLOTTESVILLE, VIRGINIA

WHEREAS, Mildred B. Hensley, an individual, and Belmont and Carlton Holdings, LLC, a Virginia limited liability company, previously granted gas and waterline easements to the City, depicted as follows:



**WHEREAS**, Belmont & Carlton Holdings, LLC has requested City Council to vacate existing public gas utility easement identified as “20’ PUBLIC GASLINE EASEMENT INST#2012000701\_ **PORTION LOCATED ON TMP 57-20 TO BE VACATED**,” and existing public waterline easement identified as “20’ PUBLIC WATERLINE EASEMENT INST#20120000701 **TO BE VACATED**” on a plat entitled “EXHIBIT SHOWING PORTION OF 20’ PUBLIC GASLINE EASEMENT TO BE VACATED & WATERLINE EASEMENT TO BE VACATED TAX MAP 57 PARCEL 20 CITY OF CHARLOTTESVILLE”, dated April 26, 2024, (the “Plat”); and

**WHEREAS** City Council has reviewed the information provided by City staff, and conducted a public hearing on August 5<sup>th</sup>, 2024, after publication of notice of said public hearing within a local newspaper, as required by Virginia Code §§ 15.2-1800 and 15.2-1813;

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Charlottesville, Virginia, THAT vacation of the above-described existing natural gas and waterline easements are hereby approved. The City Attorney has prepared a deed of vacation conveyance to effectuate the vacation of the existing natural gas and water easements as approved by this Ordinance.

**AND BE IT FURTHER ORDAINED BY CITY COUNCIL THAT** the requirement within City Code Section 2-97 (for two readings of an ordinance) is hereby **WAIVED** and this Ordinance shall be effective upon its adoption by Council without any requirement for a second reading.

**AN ORDINANCE  
AMENDING AND REENACTING CHAPTER 2 (ADMINISTRATION) OF THE CODE  
OF THE CITY OF CHARLOTTESVILLE (1990), AS AMENDED, ARTICLE XV  
(HUMAN RIGHTS) TO UPDATE THE ORDINANCE TO EXPAND THE  
COMMISSION’S DUTIES AS AUTHORIZED BY THE VIRGINIA HUMAN RIGHTS  
ACT (VIRGINIA CODE TITLE 2.2, CHAPTER 39), THE VIRGINIA FAIR HOUSING  
LAW (VIRGINIA CODE TITLE 36, CHAPTER 5.1), and VIRGINIA CODE, TITLE 15.2,  
CHAPTER 9, §15.2-965, AS AMENDED.**

**WHEREAS**, by recorded vote, the Human Rights Commission initiated certain Proposed Text Amendments to the City’s Human Rights Ordinance; and

**WHEREAS**, a public meeting was held to discuss and receive comments on the Proposed Text Amendments on May 16, and June 20, 2024, and the proposed amendments were presented to, discussed and approved on June 27, 2024, at a public meeting of the Human Rights Commission for recommendation to Charlottesville City Council; and

**WHEREAS**, after consideration of the Human Rights Commission recommendations and other factors within the City, this Council is of the opinion that that the Proposed Text Amendments have been designed to comply with the Virginia Human Rights Act (Virginia Code Title 2.2, Chapter 39), the Virginia Fair Housing Law (Virginia code Title 36, Chapter 5.1), and Virginia Code, Title 15.2, Chapter 9, §15.2-965 of the Code of Virginia (1950), as amended, and this Council hereby finds and determines that: (i) the public necessity, convenience, and general welfare require the Proposed Text Amendments, and (ii) the Proposed Text Amendments are consistent with the Council’s vision of the City as a leader in social justice; now, therefore,

**BE IT ORDAINED** by the Council of the City of Charlottesville, Virginia that: Chapter 2, Article XV of the Code of the City of Charlottesville (1990), as amended, is hereby amended and reenacted as follows:

## **Article XV. Human Rights**

- Sec. 2-430.1. Short title.
- Sec. 2-430.2. Definitions.
- Sec. 2-431. Unlawful discrimination prohibited.
- Sec. 2-431.1. Unlawful employment discrimination prohibited.
- Sec. 2-431.2. Unlawful housing discrimination prohibited.
- Sec. 2-431.3. Unlawful public accommodation, credit, and private education discrimination prohibited.
- Sec. 2-432. Human Rights Commission.
- Sec. 2-433. Role of the Human Rights Commission.
- Sec. 2-434. Office of Human Rights.
- Sec. 2-435. Role of the Office of Human Rights.
- Sec. 2-436. Reserved.
- Sec. 2-437.1. Investigation of individual employment discrimination complaints and issuance of findings.
- Sec. 2-437.2. Investigation of individual housing discrimination complaints and issuance of findings.
- Sec. 2-437.3. Investigation of individual public accommodation, credit, or private education discrimination complaints and issuance of findings.
- Sec. 2-438. Interference, coercion, intimidation, or retaliation prohibited.
- Sec. 2-439.1. Enforcement authority – The role of the Commission regarding individual complaints of discrimination.
- Sec. 2-439.2. Enforcement authority – The role of the Commission regarding Court enforcement of individual complaints of employment, public accommodation, credit, or private education discrimination.
- Sec. 2-440. Confidentiality.
- Sec. 2-441. Severability.
- Sec. 2-442. Reserved.
- Sec. 2-443. Reserved.

**Sec. 2-430.1. Short title.**

This Article shall be known and referred to as the Charlottesville Human Rights Ordinance.

**Sec. 2-430.2. Definitions.**

- (a) Terms used in this ordinance to describe prohibited discrimination in employment shall have the meanings as ascribed to them under Virginia Human Rights Act. Va. Code §§ 2.2-3900- 3909., Va. Code § 15.2-965 as it relates to “Gender identity” “Military status” “Religion” and “Sexual orientation, and 42 U.S.C. §§ 1981-2000h-6., as amended.
- (b) Terms used in this ordinance to describe prohibited discrimination in housing shall have the meanings as ascribed to them under the Virginia Human Rights Act, Va. Code §§ 2.2-3900- 3909., Va. Code § 15.2-965 as it relates to “Gender identity” “Military status” “Religion” “Sexual orientation”, and Virginia Fair Housing Law, Va. Code § 36-96.1:1., and 42 USCS § 3602, as amended.
- (c) Terms used in this ordinance to describe prohibited discrimination in public accommodations, credit, and private education shall have the meanings as ascribed to them under the Virginia Human Rights Act., Va. Code §§ 2.2-3900-3909. and Va. Code § 15.2-965. as it relates to “Gender identity” “Military status” “Religion” and “Sexual orientation, and for public accommodation under 42 USCS § 2000a., as amended.
- (d) The term “inquiry” as used in this ordinance shall mean an incoming contact requesting services provided to an individual by the Office of Human Rights *and/or* an individual allegation of discrimination that falls outside the jurisdiction of the Human Rights Commission and Office of Human Rights, as defined by this ordinance.
- (e) The term “complaint” as used in this ordinance shall mean a timely filing of a jurisdictional allegation of unlawful discrimination, as defined by this ordinance and as authorized for filing by the Director of the Human Rights Commission.
- (f) The phrase “alternative dispute resolution” as used in this ordinance shall mean an attempt to resolve a complaint through informal dialogue, mediation, or conciliation.

**Sec. 2-431. Unlawful discrimination prohibited generally.**

Pursuant to Va. Code Ann. § 2.2-3900. and § 15.2-965., it is the policy of the City of Charlottesville to:

- a) Safeguard all individuals within the City from unlawful discrimination in employment, housing, public accommodation, private education, and credit.
- b) Preserve the public safety, health, and general welfare for the City of Charlottesville;
- c) Further the interests, rights, and privileges of individuals within the City; and
- d) Protect citizens of the City against unfounded charges of unlawful discrimination.

**Sec. 2-431.1. Unlawful employment discrimination prohibited.**

It shall be unlawful and a violation of this ordinance for any person, partnership, corporation, or other entity to engage in discrimination in employment on the basis of race, color, religion,

national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, military status, or disability. The prohibited actions in this section shall include and have the meanings ascribed to them in Virginia Human Rights Act, Va. Code §§ 2.2-3900-3909., Va. Code § 15.2-965 and 42 U.S.C. §§ 1981-2000h-6., as amended.

**Sec. 2-431.2. Unlawful housing discrimination prohibited.**

In accordance with 42 U.S. Code § 3604, 42 U.S. Code § 3605, and 42 U.S. Code § 3606, it shall be unlawful and a violation of this article for any person, partnership, corporation or other entity:

- (a) To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, national origin, sex, elderliness, familial status, source of funds, marital status, sexual orientation, gender identity, military status, or disability.
- (b) To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, national origin, sex, elderliness, familial status, source of funds, marital status, sexual orientation, gender identity, military status, or disability.
- (c) To make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based race, color, religion, national origin, sex, elderliness, familial status, source of funds, marital status, sexual orientation, gender identity, military status, or disability, or an intention to make any such preference, limitation, or discrimination.
- (d) To represent to any person because of race, color, religion, national origin, sex, elderliness, familial status, source of funds, marital status, sexual orientation, gender identity, military status, or disability, that any dwelling is not available for inspection, sale, or rental when such dwelling is in fact so available.
- (e) For profit, to induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, color, religion, national origin, sex, elderliness, familial status, source of funds, marital status, sexual orientation, gender identity, military status, or disability.
- (f) Furthermore, it shall be unlawful and a violation of this article for any person, partnership, corporation or other entity:
  - (1) To discriminate in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a disability of the following:
    - (A) that buyer or renter;
    - (B) a person residing in or intending to reside in that dwelling after it is so sold, rented, or made available; or
    - (C) any person associated with that buyer or renter.
  - (2) To discriminate against any person in the terms, conditions, or privileges of sale

or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a disability of:

- (A) that person; or
  - (B) a person residing in or intending to reside in that dwelling after it is so sold, rented, or made available; or
  - (C) any person associated with that person.
- (3) For purposes of this subsection, discrimination includes:
- (A) a refusal to permit, at the expense of the person with a disability, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises except that, in the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted;
  - (B) a refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling; or
  - (C) in connection with the design and construction of covered multifamily dwellings for a failure to design and construct those dwellings in such a manner that:
    - (i) the public use and common use portions of such dwellings are readily accessible to and usable by people with disabilities;
    - (ii) all the doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by people with disabilities requiring the use of wheelchairs; and
    - (iii) all premises within such dwellings contain the following features of adaptive design:
      - (I) an accessible route into and through the dwelling;
      - (II) light switches, electrical outlets, thermostats, and other environmental controls in accessible locations;
      - (III) reinforcements in bathroom walls to allow later installation of grab bars; and
      - (IV) usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space.
- (4) Compliance with the appropriate requirements of the American National Standard for buildings and facilities providing accessibility and usability for physically handicapped people (commonly cited as “ANSI A117.1”) suffices to satisfy the requirements of Sec. 2-431.2.(3).(C).(iii).
- (A) As used in this subsection, the term “covered multifamily dwellings” means:
    - (i) buildings consisting of 4 or more units if such buildings have one or more elevators; and



- (ii) ground floor units in other buildings consisting of 4 or more units.
- (5) Nothing in this ordinance shall be construed to invalidate or limit any state or federal law or City ordinance that requires dwellings to be designed and constructed in a manner that affords people with disabilities greater access than is required by this subchapter.
- (6) Nothing in this ordinance requires that a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.
- (7) In general, it shall be unlawful for any person or other entity whose business includes engaging in residential real estate-related transactions to discriminate against any person in making available such a transaction, or in the terms or conditions of such a transaction, because of race, color, religion, national origin, sex, elderliness, familial status, source of funds, marital status, sexual orientation, gender identity, military status, or disability.
- (8) As used in this section, the term “residential real estate-related transaction” means any of the following:
  - (A) The making or purchasing of loans or providing other financial assistance:
    - (i) for purchasing, constructing, improving, repairing, or maintaining a dwelling; or
    - (ii) secured by residential real estate.
  - (B) The selling, brokering, or appraising of residential real property.
- (9) Nothing in this section prohibits a person engaged in the business of furnishing appraisals of real property to take into consideration factors other than race, color, religion, national origin, sex, elderliness, familial status, source of funds, marital status, sexual orientation, gender identity, military status, or disability.
- (g) It shall be unlawful to deny any person access to or membership or participation in any multiple-listing service, real estate brokers’ organization or other service, organization, or facility relating to the business of selling or renting dwellings, or to discriminate against an individual in the terms or conditions of such access, membership, or participation, on account of race, color, religion, national origin, sex, elderliness, familial status, source of funds, marital status, sexual orientation, gender identity, military status, or disability.

**Sec. 2-431.3. Unlawful public accommodation, credit, and private education discrimination prohibited.**

It shall be unlawful and a violation of this article for any person, partnership, corporation or other entity to engage in discrimination in public accommodations, credit, and private education on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, military status, or disability. The prohibited actions in this section shall include and have the meanings ascribed to them in Virginia Human Rights Act, Va. Code §§ 2.2-3900-3909., Va. Code § 15.2-965 as it relates to “Gender identity” “Military status” “Religion” “Sexual orientation”, and 42 U.S.C. §§ 1981-2000h-6., as amended.

## **Sec. 2-432. Human Rights Commission.**

- (a) There is hereby created in the City of Charlottesville a Human Rights Commission, the members of which shall be appointed by the City Council. Effective March 1, 2022, the appointed membership of the Commission shall consist of nine (9) members. The Commission membership shall be broadly representative of the City's demographic composition, with consideration of racial, gender (including gender identity, transgender status, and sexual orientation), religious, ethnic, disabled, socio-economic, geographic neighborhood, and age groups; with priority given to City residents and to applicants with significant and demonstrable ties to the City. At least two members will have professional expertise in employment or housing discrimination, have personal experience with employment or housing discrimination, or identify as a member of a group that experiences discrimination. Of the members first appointed, at least three shall be appointed for terms of three years, at least three shall be appointed for terms of two years, and at least three shall be appointed for terms of one year. Thereafter members shall be appointed for terms of three years each. Any vacancy shall be filled by the City Council for the unexpired portion of a term. Following notice to the member, any member of the Commission may be removed for good cause by a majority vote of City Council.
- (b) The Commission shall elect from its members a chair, a vice-chair, and such other officers as the Commission may deem appropriate.
- (c) Members of the Commission shall serve without compensation, but funds may be appropriated in the City's annual budget for reasonable and necessary expenses to be incurred by Commission in the conduct of its prescribed functions.
- (d) All meetings of the Commission shall be advertised in advance and in the manner required by law and shall be open to the public except for meetings lawfully closed pursuant to the Virginia Freedom of Information Act. The Commission may adopt bylaws and procedures to govern the conduct of its meetings; provided, however, that at the beginning and at the end of each of its public meetings the Commission will receive public comment in accordance with City Council's adopted "Rules for Public Participation."
- (e) The Commission may, in its discretion, delegate any of its duties or responsibilities hereunder to a panel of not less than three Commissioners.
- (f) There shall be a full-time Director of the Commission, who shall be appointed by the City Manager with the advice and consent of the Commission and who shall serve full time in that capacity. A candidate proposed for appointment as the Director must demonstrate significant prior professional experience performing one or more of the activities or roles described in the code of the City of Charlottesville, Chapter 2, Article XV. The Director shall be responsible for and report to the Commission on the day-to-day operational conduct of the Human Rights Commission. The Director shall report directly to the Deputy City Manager for Social Equity for administrative and fiscal matters. The City Manager shall delegate to the Director the authority to employ such additional staff as authorized and funded by the City Council to allow the Commission to fulfill effectively its obligations under this Ordinance. In the absence of a Director, the City Manager shall transfer the Director's duties to qualified professional staff within

the City to ensure the continuity of services provided by the Human Rights Commission and Office of Human Rights.

- (g) The City Council shall establish policies and procedures for the performance by the Commission of the roles, duties and responsibilities set forth within this article (“operating procedures”). All City departments, boards and commissions shall cooperate with and assist the Commission, including the provision of information in response to reasonable requests from the Commission.
- (h) Legal counsel shall be provided to the Commission and its staff through the Office of the City Attorney. The City Council hereby authorizes retention of outside counsel where deemed appropriate upon recommendation of the City Attorney.
- (i) The Commission shall make quarterly reports to the City Council concerning the operation of the Commission and the status of the Commission’s performance of the duties, responsibilities and roles set forth within this article. One of the required quarterly reports shall be an annual report. The schedule for submission of these reports, and the required contents of the reports, shall be as specified within the Commission’s operating procedures.

**Sec. 2-433. Role of the Human Rights Commission.**

The role of the Human Rights Commission, with support from the Office of Human Rights, is to act as a strong advocate for justice and equal opportunity by providing citywide leadership and guidance in the area of civil rights. The Commission will:

- (a) Assist individuals who believe they are the victim of an act of unlawful discrimination within the jurisdiction of the City;
- (b) Collaborate with the public and private sectors to provide awareness, education and guidance on methods to prevent and eliminate discrimination citywide;
  - (1) The Commission shall serve as a forum for the discussion of human rights issues and be responsible for conducting ongoing efforts to engage community members in an open, honest, and creative dialogue regarding issues of equity and opportunity, including but not limited to issues considered by the City’s Dialogue on Race initiative.
  - (2) The Commission shall conduct or engage in educational and informational programs for the promotion of mutual understanding, reconciliation, and respect between all classes of individuals protected by this ordinance and the larger Charlottesville community.
- (c) Identify and review systemic issues, policies, and practices of the City of Charlottesville and advise its boards, commissions, and other public agencies within the City on issues related to human rights;
  - (1) Such policies, practices, and systems may include those of an institutional nature that:
    - (i) May be unlawful discriminatory practices; or
    - (ii) May not constitute unlawful discriminatory practices but nevertheless

produce disparities that adversely impact individuals in accordance with the protected classes identified within this ordinance.

- (2) Any review undertaken pursuant to this section may be initiated at the request of any other public or private entity, or by the Commission on its own initiative.
  - (3) The Commission may conduct its own research and review of existing studies and literature, collaborate with other research organizations, organize public focus groups, and hold such hearings as may be necessary to identify policies, practices and systems as referenced above. For each such identified policy, practice or system, the goal of the Commission will be to formulate recommendations and to propose to City Council concrete, actionable reforms that will eliminate discriminatory practices or the adverse effects of lawful other practices. The Commission will report the status of its ongoing project(s) or review(s) to City Council within its quarterly and annual reports.
- (d) Seek a Fair Employment Practices Agency (FEPA) workshare agreement with the Equal Employment Opportunity Commission (EEOC) and a Fair Housing Assistance Program (FHAP) workshare agreement with the Department of Housing and Urban Development (HUD) to conduct investigations of employment and housing discrimination on their behalf and enter into such agreement(s) subject to approval of City Council upon a finding that the agreement(s) would be in the best interest of the City;
  - (e) Make recommendations regarding the City's annual legislative program, with an emphasis on enabling legislation that may be needed to implement programs and policies that will address discrimination; and
  - (f) Prepare policy or procedure recommendations to City Council which the Commission believes are necessary for the performance of the roles, duties, and responsibilities assigned to the Commission within this article, and for modifications of operating procedures approved by City Council.

#### **Sec. 2-434. Office of Human Rights.**

- (a) There is hereby created in the City of Charlottesville an Office of Human Rights, which is a division of the City Manager's Office.
- (b) The Director of the Human Rights Commission will be responsible for, and report to the Commission on, the day-to-day operational conduct of the Office of Human Rights.
- (c) The Director may hire additional staff, as approved by the City Manager and funded by City Council, to fulfill the roles designated within this ordinance. Such staff shall report to the Director.

#### **Sec. 2-435. Role of the Office of Human Rights.**

The role of the Office of Human Rights is to:

- (a) Provide administrative support to the Human Rights Commission;
- (b) Receive individual complaints of discrimination within the jurisdiction of the City of Charlottesville, and attempt to resolve such complaints through alternative dispute

resolution or by investigating and issuing findings on whether there is reasonable cause to believe a violation of this ordinance has occurred;

(1) Provide referrals to appropriate services for inquiries that do not involve a jurisdictional complaint of discrimination.

(c) Conduct community outreach related to human rights. Such outreach may include:

(1) Providing information to the public regarding the services provided by the Office of Human Rights and the Human Rights Commission;

(2) Hosting or participating in educational events for the purpose of raising public awareness around issues of human rights, discrimination, and/or equity;

(3) Facilitating, leading, or participating in collaborative meetings and events with community partners for the purpose of addressing issues of human rights, discrimination, and/or equity.

## **Sec. 2-436. Reserved.**

### **Sec. 2-437.1. Investigation of individual employment discrimination complaints and issuance of findings.**

(a) Complaints and answers

(1) The Director shall develop and implement a central intake procedure to be used by the Office of Human Rights for receiving and processing individual inquiries that allege an unlawful, discriminatory employment practice within the jurisdiction of the City.

(2) Upon the receipt of such inquiry, the Director or other designated professional staff shall conduct an initial assessment to determine if the inquiry is jurisdictional and presents a prima facie case of discrimination. The inquiry may be dismissed by the Director without further action if it fails to adequately allege a violation of this ordinance, is non-jurisdictional, or is otherwise deficient on its face.

(3) If the inquiry is not dismissed, the Director shall authorize the aggrieved individual to file a formal complaint of discrimination with the Office of Human Rights.

(4) Upon receiving authorization from the Director to file, any person claiming to be aggrieved by an unlawful discriminatory employment practice may file a complaint in writing with the Office of Human Rights not more than 180 calendar days following the alleged discriminatory act. The complaint shall be in such detail as to substantially apprise any party properly concerned as to the time, place, and facts surrounding the alleged unlawful discrimination.

(5) For complaints alleging an unlawful discriminatory employment practice within the jurisdiction of the City, defined herein as within the corporate limits of the City and as authorized by state and federal statutes, the Director or other designated professional staff are authorized to undertake further action as

detailed in Sec. 2- 437.1.(b).

- (6) For inquiries alleging an unlawful discriminatory employment practice that falls outside the jurisdiction of the City, the Director or other designated professional staff shall dismiss the inquiry as non-jurisdictional and inform the aggrieved individual of the option to file with an appropriate state or federal agency.
- (7) If the City of Charlottesville is the named respondent in an inquiry of employment discrimination received by Office of Human Rights, the Director or other designated professional staff shall dismiss the inquiry as non-jurisdictional and inform the aggrieved individual of the option to file with an appropriate state or federal agency.
- (8) If a current or former City of Charlottesville Human Rights Commissioner is a party to an inquiry of employment discrimination received by the Office of Human Rights, and the case is jurisdictional and presents a prima facie case of discrimination, the Director may authorize the filing of a complaint and attempt to resolve it through alternative dispute resolution, and/or inform the aggrieved individual of the option to file with an appropriate state or federal agency.
- (9) Upon the filing of a formal complaint of discrimination, if the complainant wishes to pursue further action, and further action is authorized by the Director, the Director shall serve notice of the complaint on each respondent named therein. Said notice shall be served in a timely manner specifying the allegation, citing the evidence that supports further action, and advising the complainant of the time limits and choice of forums under this ordinance, and indicating the action to be taken.

(b) Further action

- (1) Further action for employment discrimination complaints, as authorized by this ordinance, may include informal dialogue, mediation, and/or formal investigation of the complaint, as deemed appropriate by the Director.
- (2) If the Director determines that further action on a complaint is appropriate, during the period beginning with the filing of such complaint and ending with the rendering of a determination or a dismissal by the Director, the Director or their designee shall, to the extent feasible, engage in informal dialogue or mediation with respect to such complaint.
- (3) It shall be the responsibility of the aggrieved individual to provide current and updated contact information to the Office of Human Rights from the date of filing through the completion of any further action.
- (4) If, during the process of informal dialogue, mediation, or investigation, the complainant does not respond to communication or requests for information from the Investigator for a period of thirty (30) calendar days, the Director shall serve written notice on the complainant that the case will be administratively closed if the complainant does not respond within thirty (30) calendar days of the date written notice is issued.
- (5) The complainant may, following the administrative closure of the case, re-file

the complaint at a future date, provided that the complaint is filed within one hundred and eighty (180) calendar days of the alleged discriminatory event detailed in the original complaint.

- (6) If, during the process of informal dialogue, mediation, or investigation, the respondent does not respond to communication or requests for information from the Investigator for a period of thirty (30) calendar days, the Director may serve written notice on the respondent that the investigation may proceed without the requested information and that a determination on the case shall be rendered upon completion of the investigation.

(c) Alternative dispute resolution

- (1) The Director shall propose an initial meeting between the parties for the purpose of exploring alternative dispute resolution of the complaint through voluntary informal dialogue or mediation.
  - (A) For the purposes of this section, informal dialogue shall refer to a voluntary meeting between the complainant and respondent to explore resolution that does not result in a written settlement agreement.
  - (B) For the purposes of this section, mediation shall refer to a facilitated dialogue resulting in a written settlement agreement between the respondent and complainant.
- (2) Nothing herein shall be interpreted as requiring any party to participate in informal dialogue, mediation, or any other resolution efforts.
- (3) Materials used and communications made during informal dialogue or mediation concerning a complaint of unlawful discrimination shall be confidential and shall not be disclosed to the public by the Director, the Commission, or Office of Human Rights staff unless disclosure is authorized in writing by all parties to the dispute.
- (4) If informal dialogue is concluded, the complaint shall be considered resolved upon the complainant's written or verbal withdrawal of the complaint.
- (5) If the mediation is concluded to the satisfaction of both parties, the complaint shall be considered resolved upon the parties' execution of a written settlement agreement. Unless all parties agree otherwise, the execution of a written agreement is solely for the purpose of settling a disputed claim and does not constitute an admission by any party that the law or this ordinance has been violated. No further action on the initial complaint shall be taken by the Commission or the Office of Human Rights staff once the agreement is executed.
- (6) If informal dialogue or mediation is not successful, and the complainant wishes to pursue further action, the Director or designee may conduct a formal investigation.
- (7) If further investigation is not warranted, the Director may dismiss the complaint as not constituting a violation and promptly serve written notice of the dismissal on the complainant and respondent.

(d) Investigation

- (1) If the Director determines that a formal investigation into the complaint is warranted, the Director shall assign an Investigator to make an investigation of the alleged discriminatory practice for the purpose of rendering a written determination as to whether there is reasonable cause to believe a violation of this ordinance occurred, and the facts supporting such determination.
- (2) The Investigator shall complete such investigation within one hundred and eighty (180) calendar days after the filing of the complaint unless it is impracticable to do so. If the Investigator is unable to complete the investigation within one hundred and eighty (180) calendar days after the filing of the complaint, the Director shall notify the complainant and respondent in writing of the reasons for not doing so.
- (3) Statements received by the Investigator from the complainant, respondents, and witnesses as part of a formal investigation shall be under oath or affirmation and may be reasonably and fairly amended at any time.
- (4) When conducting an investigation of a complaint filed under this ordinance, the Investigator shall have the right to interview any person who may have any information which may further its investigation and to request production of any records or documents for inspection and copying in the possession of any person which may further the investigation. Such persons shall be interviewed under oath. The Director or its designated subordinates shall have the authority to collect, inspect, and copy records under this ordinance.
- (5) If during an investigation any person refuses to comply with a request by the Director or Office staff to produce data, information, documents, other tangible evidence or refuses to appear as a witness for the gathering of evidence necessary to determine whether a violation of this ordinance has occurred, the Director, after a good faith effort to obtain such evidence or attendance of witnesses, may request the City Attorney to petition a court of appropriate jurisdiction for a subpoena against any such person refusing to produce such evidence or refusing to appear as a witness, and such court may, upon good cause shown, cause the subpoena to be issued.
  - (A) For purposes of this section, "person" includes any individual, partnership, corporation, association, legal representative, mutual company, joint stock company, trust, unincorporated organization, employee, employer, employment agency, labor organization, joint labor-management committee, or an agent thereof.
  - (B) Neither the Commission nor the Office shall have the power itself to issue subpoenas under this article.
  - (C) Neither the complainant nor the respondent shall have the right to demand that a subpoena be issued.
  - (D) Any witness subpoena issued under this section shall include a statement that any statements made will be under oath and that the respondent or



other witness is entitled to be represented by an attorney.

(E) Any person failing to comply with a subpoena issued under this section shall be subject to punishment for contempt by the court issuing the subpoena. Any person so subpoenaed may petition the court to quash the subpoena.

(6) Upon the conclusion of the formal investigation, the Investigator shall prepare an investigative report for submission to the Director.

(e) Reasonable cause determination and effect

(1) Upon completion of a formal investigation and submission of the investigative report, the Director shall render a written determination of whether there is reasonable cause to believe a violation of this ordinance has been committed and the facts supporting such determination. The written determination shall promptly be served on the parties.

(2) If the Director determines that there is reasonable cause to believe that a violation of this ordinance has been committed, the Director shall immediately endeavor to eliminate any alleged unlawful discriminatory practice through informal dialogue or mediation.

(3) If the complaint cannot be resolved through informal dialogue or mediation, the Director shall proceed with the preparation of materials for consideration by the Commission for the purpose of holding a vote on whether to conduct a public hearing on the complaint.

(4) Such materials shall include a copy of the written determination with the names and identifying information of the complainant, respondent, respondent's agents, and any witnesses redacted.

(5) Upon request by the Commission, the Director shall provide a copy of the full investigative report with the names and identifying information of the complainant, respondent, respondent's agents, and any witnesses redacted.

(6) If the Director determines that there is insufficient reasonable cause to believe a violation of this ordinance has been committed, the Director shall dismiss the complaint and advise the complainant in writing that such dismissal shall become final unless, within ten (10) calendar days of receipt of the notice of dismissal, the complainant files with the Commission a request for a review of the determination of the Director.

(f) Contracted services

(1) In order to fulfill the requirements of this section, the City Manager or their designee is authorized to contract on behalf of the City with any objective, neutral third party qualified to assess allegations of discrimination under this section for the purpose of receiving complaints, conducting investigations, rendering written determinations of whether there is reasonable cause to believe a violation of this ordinance has occurred, conducting informal dialogues or mediations of complaints, and advising the Director of the Commission of the results of any investigation, informal dialogue, or mediation of complaints.

**Sec. 2-437.2. Investigation of individual housing discrimination complaints and issuance of findings.**

(a) Complaints and Answers (in accordance with 42 U.S. Code § 3610 and 24 C.F.R. § 115.204)

- (1) The Director shall develop and implement a central intake procedure to be used by the Office of Human Rights for receiving and processing individual inquiries that allege an unlawful, discriminatory housing practice within the jurisdiction of the City.
- (2) Upon the receipt of such inquiry, the Director or other designated professional staff shall conduct an initial assessment to determine if the inquiry is jurisdictional and presents a prima facie case of discrimination. The inquiry may be dismissed by the Director without further action if it fails to adequately allege a violation of this ordinance, is non-jurisdictional, or is otherwise deficient on its face.
- (3) If the inquiry is not dismissed, the Director shall authorize the aggrieved individual to file a formal complaint of discrimination with the Office of Human Rights.
- (4) Upon receiving authorization from the Director to file, any person claiming to be aggrieved by an unlawful discriminatory housing practice may file a complaint in writing with the Office of Human Rights not more than one year (365 calendar days) following the alleged discriminatory act. The complaint shall be in such detail as to substantially apprise any party properly concerned as to the time, place, and facts surrounding the alleged unlawful discrimination.
- (5) Upon a majority vote of its members, the Human Rights Commission may request the Director of the Commission to file a complaint of an identified systemic, discriminatory housing practice despite there being no named complainant, but factual evidence exists to support a prima facie case of practice to have occurred. The Director shall follow the complaint and investigation procedures for fair housing complaints under this section.
- (6) The Director may also investigate housing practices to determine whether a complaint should be brought under this section.
- (7) If the City of Charlottesville is the named respondent in an inquiry of housing discrimination received by Office of Human Rights, the Director shall dismiss the inquiry as non-jurisdictional and inform the aggrieved individual of the option to file with an appropriate state or federal agency.
- (8) If a current or former City of Charlottesville Human Rights Commissioner is a party to an inquiry of housing discrimination received by the Office of Human Rights, and the case is jurisdictional and presents a prima facie case of discrimination, the Director may authorize the filing of a complaint and attempt to resolve it through alternative dispute resolution, and/or inform the aggrieved individual of the option to file with an appropriate state or federal agency.
- (9) Upon the filing of such a complaint,
  - (A) If the complaint is not dismissed, the complainant wishes to pursue further action, and further action is authorized by the Director, the Director shall

serve notice upon the aggrieved person acknowledging such filing and advising the aggrieved person of the time limits and choice of forums provided under this ordinance.

(B) The Director shall, not later than ten (10) calendar days after such filing or the identification of an additional respondent under section 2-437.2.(a)(10), serve on the respondent a notice identifying the alleged discriminatory housing practice and advising such respondent of the procedural rights and obligations of respondents under this ordinance, together with a copy of the original complaint.

(C) Each respondent may file, not later than ten (10) calendar days after receipt of notice from the Director, an answer to such complaint.

(10) Complaints and answers shall be under oath or affirmation and may be reasonably and fairly amended at any time.

(11) A person who is not named as a respondent in a complaint, but who is identified as a respondent in the course of investigation, may be joined as an additional or substitute respondent upon written notice to such person, from the Director. Such notice shall explain the basis for the Director's belief that the person to whom the notice is addressed is properly joined as a respondent.

(b) Further action

(1) Further action for housing discrimination complaints, as authorized by this ordinance, may include informal dialogue, mediation, conciliation, and/or formal investigation of the complaint, as deemed appropriate by the Director.

(2) It shall be the responsibility of the aggrieved individual to provide current and updated contact information to the Office of Human Rights from the date of filing through the completion of any further action.

(3) If, during the process of informal dialogue, mediation, conciliation, or investigation, the complainant does not respond to communication or requests for information from the Investigator for a period of thirty (30) calendar days, the Director shall serve written notice on the complainant that the case will be administratively closed if the complainant does not respond within thirty (30) calendar days of the date the written notice is issued.

(4) The complainant may, following the administrative closure of the case, re-file the complaint at a future date, provided that the complaint is filed within three hundred sixty-five (365) calendar days of the alleged discriminatory event detailed in the original complaint.

(5) If, during the process of informal dialogue, mediation, conciliation, or investigation, the respondent does not respond to communication or requests for information from the Investigator for a period of thirty (30) calendar days, the Director may serve written notice on the respondent that the investigation may proceed without the requested information and that a determination on the case shall be rendered upon completion of the investigation.

(c) Alternative dispute resolution (in accordance with 42 U.S. Code § 3610 and 24 C.F.R.

§115.204)

- (1) If the Director determines that further action on a complaint is appropriate, during the period beginning with the filing of such complaint and ending with the filing of a charge or a dismissal by the Director, the Director or their designee shall, to the extent feasible, engage in informal dialogue, mediation, or conciliation with respect to such complaint.
  - (A) For the purposes of this section, informal dialogue shall refer to a voluntary meeting between the complainant and respondent to explore resolution that does not result in a written settlement agreement.
  - (B) For the purposes of this section, mediation shall refer to a facilitated dialogue resulting in a written settlement agreement between the respondent and complainant.
  - (C) For the purposes of the section, conciliation shall refer to a facilitated dialogue resulting in a written settlement agreement between the respondent, complainant, and the City, and such agreement shall be subject to approval by the Director.
- (2) The Director shall propose an initial meeting between the parties for the purpose of exploring a resolution of the complaint through voluntary informal dialogue, mediation, or conciliation.
- (3) Nothing herein shall be interpreted as requiring any party to participate in informal dialogue, mediation, conciliation or any other resolution efforts.
- (4) Materials used and communications made during informal dialogue, mediation, or conciliation concerning a complaint of unlawful discrimination shall be confidential and shall not be disclosed to the public by the Director, the Commission, or Office of Human Rights staff unless disclosure is authorized in writing by all parties to the dispute.
- (5) If informal dialogue is concluded to the satisfaction of the complainant, the complaint will be considered resolved upon the complainant's written or verbal withdrawal of the complaint.
- (6) If the mediation or conciliation is concluded to the satisfaction of both parties, the complaint will be considered resolved upon the parties' execution of a written settlement agreement. Unless all parties agree otherwise, the execution of a written agreement is solely for the purpose of settling a disputed claim and does not constitute an admission by any party that the law or this ordinance has been violated. No further action on the initial complaint will be taken by the Commission or the Office of Human Rights staff once the agreement is executed.
- (7) If informal dialogue, mediation, or conciliation is not successful and the complainant wishes to pursue further action, the Director or designee may conduct a formal investigation.
- (8) If further investigation is not warranted, the Director may dismiss the complaint as not constituting a violation and promptly serve written notice of the dismissal on the complainant and respondent.

- (9) Concurrent with the investigation or after release of the investigative report, a conciliation agreement arising out of such complaint shall be an agreement between the respondent, the complainant, and the City of Charlottesville, and shall be subject to approval by the Director.
- (A) Each conciliation agreement shall be made public unless the parties otherwise agree and the Director determines that disclosure is not required to further the purposes of this Ordinance.
  - (B) Notwithstanding the foregoing requirements for mutual agreement to publication of a conciliation agreement, the City of Charlottesville may provide a copy of the conciliation agreement as otherwise required by operation of law.
- (d) Failure to comply with conciliation agreement (in accordance with 42 U.S. Code § 3610 and 24 C.F.R. §115.204)
- (1) Whenever the Director has reasonable cause to believe that a respondent has breached a conciliation agreement, the Director shall refer the matter to the City Attorney's Office for enforcement. The City Attorney is authorized by City Council to take such action as is necessary to enforce the agreement, including the hiring of an Attorney to enforce the rights granted under this ordinance in a Court of competent jurisdiction at the City's sole expense.
- (e) Investigation (in accordance with 42 U.S. Code § 3610 and 24 C.F.R. §115.204)
- (1) If the Director determines that a formal investigation into the complaint is warranted, the Director shall assign an Investigator to make an investigation of the alleged discriminatory housing practice and complete such investigation within one hundred (100) calendar days after the filing of the complaint, unless it is impracticable to do so.
  - (2) If the Investigator is unable to complete the investigation within one hundred (100) calendar days after the filing of the complaint, the Director shall notify the complainant and respondent in writing of the reasons for not doing so.
  - (3) Statements received by the Investigator from the complainant, respondents, and witnesses as part of a formal investigation shall be under oath or affirmation and may be reasonably and fairly amended at any time.
  - (4) When conducting an investigation of a complaint filed under this ordinance, the Investigator shall have the right to interview any person who may have any information which may further its investigation and to request production of any records or documents for inspection and copying in the possession of any person which may further the investigation. Such persons shall be interviewed under oath. The Director or its designated subordinates shall have the authority to collect, inspect, and copy records under this ordinance.
  - (5) In accordance with 42 U.S. Code §3611, if during an investigation any person refuses to comply with a request by the Director or Office staff to produce data, information, documents, other tangible evidence or refuses to appear as a witness for the gathering of evidence necessary to determine whether a violation of this

ordinance has occurred, the Director, after a good faith effort to obtain such evidence or attendance of witnesses, may request the City Attorney to petition a court of appropriate jurisdiction for a subpoena against any such person refusing to produce such evidence or refusing to appear as a witness, and such court may, upon good cause shown, cause the subpoena to be issued.

- (A) For purposes of this section, “person” includes any individual, partnership, corporation, association, legal representative, mutual company, joint stock company, trust, unincorporated organization, employee, employer, employment agency, labor organization, joint labor-management committee, or an agent thereof.
  - (B) Neither the Commission nor the Office shall have the power itself to issue subpoenas under this article.
  - (C) Neither the complainant nor the respondent shall have the right to demand that a subpoena be issued.
  - (D) Any witness subpoena issued under this section shall include a statement that any statements made will be under oath and that the respondent or other witness is entitled to be represented by an attorney.
  - (E) Any person failing to comply with a subpoena issued under this section shall be subject to punishment for contempt by the court issuing the subpoena. Any person so subpoenaed may petition the court to quash the subpoena.
- (6) At the end of each investigation under this section, the Investigator shall prepare a final investigative report containing:
- (A) the names and dates of contacts with witnesses;
  - (B) a summary and the dates of correspondence and other contacts with the aggrieved person and the respondent;
  - (C) a summary description of other pertinent records;
  - (D) a summary of witness statements; and
  - (E) answers to questions submitted during the course of the investigation, where applicable.
- (7) A final report under this paragraph may be amended if additional evidence is later discovered.
- (f) Prohibitions and requirements with respect to disclosure of information (in accordance with 42 U.S. Code § 3610 and 24 C.F.R. §115.204)
- (1) Nothing said or done in the course of conciliation under this subchapter may be made public or used as evidence in a subsequent proceeding under this subchapter without the written consent of the parties to the conciliation.
  - (2) Notwithstanding Sec. 2-440., the Director shall make available to the aggrieved person and the respondent, at any time, upon request following completion of the investigation, information derived from an investigation and any final investigative

report relating to that investigation, such information shall be redacted to exclude any personal identifying information protected from disclosure by state or federal law.

(g) Prompt judicial action (in accordance with 42 U.S. Code § 3610 and 24 C.F.R. §115.204)

- (1) If the Director, in consultation with the City Attorney, concludes at any time following the filing of a complaint that prompt judicial action is necessary to carry out the purposes of this subchapter, the Director may refer the matter to the City Attorney with a request for appropriate temporary or preliminary relief pending final disposition of the complaint under this section. Upon receipt of authorization from the City Manager, the City Attorney shall promptly commence and maintain such an action, as needed. Any temporary restraining order or other order granting preliminary or temporary relief shall be issued in accordance with the authority granted by a Court of competent jurisdiction. The commencement of a civil action under this subsection does not affect the initiation or continuation of further action, as authorized by the Director under this ordinance.
- (2) Whenever the Director, in consultation with the City Attorney, has reason to believe that a basis may exist for the commencement of proceedings against any respondent by any governmental licensing or supervisory authorities, the Director shall transmit the information upon which such belief is based to the City Attorney or to such other agency or authority with appropriate jurisdiction.

(h) Reasonable cause determination and effect (in accordance with 42 U.S. Code § 3610 and 24 C.F.R. §115.204)

- (1) The Director shall, within one hundred (100) calendar days after the filing of the complaint, determine based on the facts whether reasonable cause exists to believe that a discriminatory housing practice has occurred or is about to occur, unless it is impracticable to do so, or unless the Director has approved a conciliation agreement with respect to the complaint. If the Director is unable to make the determination within one hundred (100) calendar days after the filing of the complaint, the Director shall notify the complainant and respondent in writing of the reasons for not doing so.
- (2) If the Director determines that reasonable cause exists to believe that a discriminatory housing practice has occurred or is about to occur, the Director shall, unless a resolution has been reached through informal dialogue, mediation, or conciliation, immediately render a determination on behalf of the aggrieved person.
- (3) If the Director, in consultation with the City Attorney, renders a determination of reasonable cause on behalf of the aggrieved person, the Director shall issue a charge on behalf of the aggrieved person for further civil action proceedings. Such charge:
  - (A) shall consist of a short and plain statement of the facts upon which the Director has found reasonable cause to believe that a discriminatory housing practice has occurred or is about to occur;
  - (B) shall be based on the final investigative report; and

- (C) need not be limited to the facts or grounds alleged in the complaint filed under Sec. 2-437.2.(a).
- (4) If the Director, in consultation with the City Attorney, determines that the matter involves the legality of any State or local zoning or other land use law or ordinance, the Director shall immediately refer the matter to the City Attorney with a recommendation for appropriate civil action instead of issuing such charge.
- (5) If the Director determines that there is insufficient reasonable cause to believe a violation of this ordinance has been committed, the Director shall dismiss the complaint and advise the complainant in writing that such dismissal shall become final unless, within ten (10) calendar days of receipt of the notice of dismissal, the complainant files with the Commission a request for a review of the determination of the Director.
- (6) The Director may not issue a charge under this section regarding an alleged discriminatory housing practice after the beginning of the trial of a civil action commenced by the aggrieved party under an Act of Congress or a State law, seeking relief with respect to that discriminatory housing practice.
- (i) Service of copies of charge (in accordance with 42 U.S. Code § 3610 and 24 C.F.R. §115.204)
  - (1) After the Director issues a charge under this section, the Director shall cause a copy thereof, together with information as to how to make an election of judicial determination under this ordinance and the effect of such an election, to be served:
    - (A) on each respondent named in such charge, together with a notice of opportunity for an appeal hearing by the Commission, under section 2-439.1 of this ordinance, at a time and place specified in the notice, unless that election is made; and
    - (B) on each aggrieved person on whose behalf the complaint was filed.
- (j) Election of judicial determination (in accordance with 42 U.S. Code § 3612)
  - (1) When a charge is filed under section 2-437.2. of this ordinance a complainant, a respondent, or an aggrieved person on whose behalf the complaint was filed, may elect to have the claims asserted in that charge decided in a civil action. The election must be made not later than 20 calendar days after the receipt by the electing person of service of copies of the charge or, in the case of the Director, not later than 20 calendar days after such service. The person making such election shall give notice of doing so to the Director and to all other complainants and respondents to whom the charge relates.
- (k) Civil action for enforcement when a charge is issued or election is made for such civil action (in accordance with 42 U.S. Code § 3612)
  - (1) If an election of judicial determination is made, the Director shall authorize, not later than thirty (30) calendar days after the authorization or election is made, the City Attorney to commence and maintain, a civil action on behalf of the aggrieved person in a Court of competent jurisdiction seeking relief to this subsection.



- (A) For the purposes of pursuing a civil action under this section, the City Attorney is authorized to contract qualified legal counsel on behalf of the City at the City's sole expense.
  - (2) Any aggrieved person with respect to the issues to be determined in a civil action under this subsection may intervene as of right in that civil action.
  - (3) In a civil action under this subsection, if the court finds that a discriminatory housing practice has occurred or is about to occur, the court may grant as relief any relief with respect to such discriminatory housing practice in a civil action under 42 U.S.C. § 3613. Any relief so granted that would accrue to an aggrieved person in a civil action commenced by that aggrieved person under 42 U.S.C. § 3613 shall also accrue to that aggrieved person in a civil action under this subsection.
- (l) Civil action by private persons (in accordance with 42 U.S. Code § 3613)
- (1) An aggrieved person, regardless of the status of the complaint, may commence a civil action in a Court of competent jurisdiction within the City of Charlottesville not later than two (2) years after the occurrence or the termination of an alleged discriminatory housing practice, or the breach of a conciliation agreement entered into under this subchapter, whichever occurs last, to obtain appropriate relief with respect to such discriminatory housing practice or breach.
  - (2) The computation of such 2-year period shall not include any time during which an administrative proceeding under this subchapter was pending with respect to a complaint or charge under this subchapter based upon such discriminatory housing practice. This subparagraph does not apply to actions arising from a breach of a conciliation agreement.
  - (3) An aggrieved person may commence a civil action under this subsection whether or not a complaint has been filed under Sec. 2-437.2.(a) of this ordinance and without regard to the status of any such complaint, but if the Director has obtained a mediation or conciliation agreement with the consent of an aggrieved person, no action may be filed under this subsection by such aggrieved person with respect to the alleged discriminatory housing practice which forms the basis for such complaint except for the purpose of enforcing the terms of such an agreement.
- (m) Relief which may be granted (in accordance with 42 U.S. Code § 3612 and 24 C.F.R. § 115.204)
- (1) In a civil action under this ordinance, if the court finds that a discriminatory housing practice has occurred or is about to occur, the court may award to the plaintiff actual and punitive damages, and may grant as relief, as the court deems appropriate, any permanent or temporary injunction, temporary restraining order, or other order (including an order enjoining the defendant from engaging in such practice or ordering such affirmative action as may be appropriate).
    - (A) Such relief may include actual damages suffered by the aggrieved person and injunctive or other equitable relief. Such order may, to vindicate the public interest, assess a civil penalty against the respondent:
      - (i) in an amount not exceeding \$10,000 if the respondent has not

been adjudged to have committed any prior discriminatory housing practice;

- (ii) in an amount not exceeding \$25,000 if the respondent has been adjudged to have committed on other discriminatory housing practice during the 5-year period ending on the date of the filing of this charge; and
- (iii) in an amount not exceeding \$50,000 if the respondent has been adjudged to have committed 2 or more discriminatory housing practices during the 7-year period ending on the date of the filing of this charge; except that if the acts constituting the discriminatory housing practice that is the object of the charge are committed by the same natural person who has been previously adjudged to have committed acts constituting a discriminatory housing practice, then the civil penalties may be imposed without regard to the period of time within which any subsequent discriminatory housing practice occurred.

- (2) In a civil action, the court, in its discretion, may allow the prevailing party, other than the City of Charlottesville, a reasonable attorney's fee and costs.
- (3) Relief granted under this section shall not affect any contract, sale, encumbrance, or lease consummated before the granting of such relief and involving a bona fide purchaser, encumbrancer, or tenant, without actual notice of the filing of a complaint with the Director or civil action under this subchapter.

(n) Intervention by the City

- (1) Upon timely application, the City may intervene in a private civil action if the City certifies that the case is of general, public importance. Upon such intervention, the City may obtain such relief as would be available to the City under 42 U.S.C. § 3614 in a civil action to which such section applies.

(o) Contracted services

- (1) In order to fulfill the requirements of this section, the City Manager or their designee is authorized to contract on behalf of the City with any objective, neutral third party qualified to assess allegations of discrimination under this section for the purpose of conducting alternative dispute resolution of complaints and advising the Director of the Commission of the results of such proceedings.

**Sec. 2-437.3. Investigation of individual public accommodation, credit, or private education discrimination complaints and issuance of findings.**

(g) Complaints and answers

- (1) The Director shall develop and implement a central intake procedure to be used by the Office of Human Rights for receiving and processing individual inquiries that allege an unlawful, discriminatory public accommodation, credit, or private

education practice within the jurisdiction of the City.

- (2) Upon the receipt of such inquiry, the Director or other designated professional staff shall conduct an initial assessment to determine if the inquiry is jurisdictional and presents a prima facie case of discrimination. The inquiry may be dismissed by the Director without further action if it fails to adequately allege a violation of this ordinance, is non-jurisdictional, or is otherwise deficient on its face.
- (3) If the inquiry is not dismissed, the Director shall authorize the aggrieved individual to file a formal complaint of discrimination with the Office of Human Rights.
- (4) Upon receiving authorization from the Director to file, any person claiming to be aggrieved by an unlawful, discriminatory public accommodation, credit, or private education practice may file a complaint in writing with the Office of Human Rights not more than 180 calendar days following the alleged discriminatory act. The complaint shall be in such detail as to substantially apprise any party properly concerned as to the time, place, and facts surrounding the alleged unlawful discrimination.
- (5) For complaints alleging an unlawful, discriminatory public accommodation, credit, or private education practice within the jurisdiction of the City, defined herein as within the corporate limits of the City and as authorized by state and federal statutes, the Director or other designated professional staff are authorized to undertake further action as detailed in Sec. 2- 437.3.(b).
- (6) For inquiries alleging an unlawful, discriminatory public accommodation, credit, or private education practice that falls outside the jurisdiction of the City, the Director or other designated professional staff shall dismiss the inquiry as non-jurisdictional and inform the aggrieved individual of the option to file with an appropriate state or federal agency.
- (7) If the City of Charlottesville is the named respondent in an inquiry of public accommodation, credit, or private education discrimination received by Office of Human Rights, the Director or other designated professional staff shall dismiss the inquiry as non-jurisdictional and inform the aggrieved individual of the option to file with an appropriate state or federal agency.
- (8) If a current or former City of Charlottesville Human Rights Commissioner is a party to an inquiry of public accommodation, credit, or private education discrimination received by the Office of Human Rights, and the case is jurisdictional and presents a prima facie case of discrimination, the Director may authorize the filing of a complaint and attempt to resolve it through alternative dispute resolution, and/or refer the inquiry to the appropriate state or federal agency.
- (9) Upon the filing of a formal complaint of discrimination, if the complainant wishes to pursue further action, and further action is authorized by the Director, the Director shall serve notice of the complaint on each respondent named therein. Said notice shall be served in a timely manner and specify the

allegation, citing the evidence that supports further action, advising the complainant of the time limits and choice of forums under this ordinance, and indicating the action to be taken.

(h) Further action

- (1) Further action for public accommodation, credit, or private education discrimination complaints, as authorized by this ordinance, may include informal dialogue, and/or formal investigation of the complaint, as deemed appropriate by the Director.
- (2) If the Director determines that further action on a complaint is appropriate, during the period beginning with the filing of such complaint and ending with the rendering of a determination or a dismissal by the Director, the Director or their designee shall, to the extent feasible, engage in informal dialogue or mediation with respect to such complaint.
- (3) It shall be the responsibility of the aggrieved individual to provide current and updated contact information to the Office of Human Rights from the date of filing through the completion of any further action.
- (4) If, during the process of informal dialogue, mediation, the Director shall serve written notice on the complainant that the case will be administratively closed if the complainant does not respond within thirty (30) calendar days of the date written notice is issued.
- (5) The complainant may, following the administrative closure of the case, re-file the complaint at a future date, provided that the complaint is filed within one hundred and eighty (180) calendar days of the alleged discriminatory event detailed in the original complaint.
- (6) If, during the process of informal dialogue, mediation or investigation, the respondent does not respond to communication or requests for information from the Investigator for a period of thirty (30) calendar days, the Director may serve written notice on the respondent that the investigation may proceed without the requested information and that a determination on the case shall be rendered upon completion of the investigation.

(i) Alternative dispute resolution

- (1) The Director shall propose an initial meeting between the parties for the purpose of exploring alternative dispute resolution of the complaint through voluntary informal dialogue or mediation.
  - (A) For the purposes of this section, informal dialogue shall refer to a voluntary meeting between the complainant and respondent to explore resolution that does not result in a written settlement agreement.
  - (B) For the purposes of this section, mediation shall refer to a facilitated dialogue resulting in a written settlement agreement between the respondent and complainant.
- (2) Nothing herein shall be interpreted as requiring any party to participate in

informal dialogue, mediation, or any other resolution efforts.

- (3) Materials used and communications made during informal dialogue or mediation concerning a complaint of unlawful discrimination shall be confidential and shall not be disclosed to the public by the Director, the Commission, or Office of Human Rights staff unless disclosure is authorized in writing by all parties to the dispute.
- (4) If informal dialogue is concluded, the complaint shall be considered resolved upon the complainant's written or verbal withdrawal of the complaint.
- (5) If the mediation is concluded to the satisfaction of both parties, the complaint shall be considered resolved upon the parties' execution of a written settlement agreement. Unless all parties agree otherwise, the execution of a written agreement is solely for the purpose of settling a disputed claim and does not constitute an admission by any party that the law or this ordinance has been violated. No further action on the initial complaint shall be taken by the Commission or the Office of Human Rights staff once the agreement is executed.
- (6) If informal dialogue or mediation is not successful, and the complainant wishes to pursue further action, the Director or designee may conduct a formal investigation.
- (7) If further investigation is not warranted, the Director may dismiss the complaint as not constituting a violation and promptly serve written notice of the dismissal on the complainant and respondent.

(j) Investigation

- (1) If the Director determines that a formal investigation into the complaint is warranted, the Director shall assign an Investigator to make an investigation of the alleged discriminatory practice for the purpose of rendering a written determination as to whether there is reasonable cause to believe a violation of this ordinance occurred, and the facts supporting such determination.
- (2) The Investigator shall complete such investigation within one hundred and eighty (180) calendar days after the filing of the complaint unless it is impracticable to do so. If the Investigator is unable to complete the investigation within one hundred and eighty (180) calendar days after the filing of the complaint, the Director shall notify the complainant and respondent in writing of the reasons for not doing so.
- (3) Statements received by the Investigator from the complainant, respondents, and witnesses as part of a formal investigation shall be under oath or affirmation and may be reasonably and fairly amended at any time.
- (4) When conducting an investigation of a complaint filed under this ordinance, the Investigator shall have the right to interview any person who may have any information which may further its investigation and to request production of any records or documents for inspection and copying in the possession of any person which may further the investigation. Such persons shall be interviewed under

oath. The Director or its designated subordinates shall have the authority to collect, inspect, and copy records under this ordinance.

- (5) If during an investigation any person refuses to comply with a request by the Director or Office staff to produce data, information, documents, other tangible evidence or refuses to appear as a witness for the gathering of evidence necessary to determine whether a violation of this ordinance has occurred, the Director, after a good faith effort to obtain such evidence or attendance of witnesses, may request the City Attorney to petition a court of appropriate jurisdiction for a subpoena against any such person refusing to produce such evidence or refusing to appear as a witness, and such court may, upon good cause shown, cause the subpoena to be issued.
  - (A) For purposes of this section, "person" includes any individual, partnership, corporation, association, legal representative, mutual company, joint stock company, trust, unincorporated organization, employee, employer, employment agency, labor organization, joint labor-management committee, or an agent thereof.
  - (B) Neither the Commission nor the Office shall have the power itself to issue subpoenas under this article.
  - (C) Neither the complainant nor the respondent shall have the right to demand that a subpoena be issued.
  - (D) Any witness subpoena issued under this section shall include a statement that any statements made will be under oath and that the respondent or other witness is entitled to be represented by an attorney.
  - (E) Any person failing to comply with a subpoena issued under this section shall be subject to punishment for contempt by the court issuing the subpoena. Any person so subpoenaed may petition the court to quash the subpoena.
- (6) Upon the conclusion of the formal investigation, the Investigator shall prepare an investigative report for submission to the Director.

(k) Reasonable cause determination and effect

- (1) Upon completion of a formal investigation and submission of the investigative report, the Director shall render a written determination of whether there is reasonable cause to believe a violation of this ordinance has been committed and the facts supporting such determination. The written determination shall promptly be served on the parties.
- (2) If the Director determines that there is reasonable cause to believe that a violation of this ordinance has been committed, the Director shall immediately endeavor to eliminate any alleged unlawful discriminatory practice through informal dialogue or mediation.
- (3) If the complaint cannot be resolved through informal dialogue or mediation, the Director shall proceed with the preparation of materials for consideration by the Commission for the purpose of holding a vote on whether to conduct a public

hearing on the complaint.

- (4) Such materials shall include a copy of the written determination with the names and identifying information of the complainant, respondent, respondent's agents, and any witnesses redacted.
- (5) Upon request by the Commission, the Director shall provide a copy of the full investigative report with the names and identifying information of the complainant, respondent, respondent's agents, and any witnesses redacted.
- (6) If the Director determines that there is insufficient reasonable cause to believe a violation of this ordinance has been committed, the Director shall dismiss the complaint and advise the complainant in writing that such dismissal shall become final unless, within ten (10) calendar days of receipt of the notice of dismissal, the complainant files with the Commission a request for a review of the determination of the Director.

(l) Contracted services

- (1) In order to fulfill the requirements of this section, the City Manager or their designee is authorized to contract on behalf of the City with any objective, neutral third party qualified to assess allegations of discrimination under this section for the purpose of receiving complaints, conducting investigations, rendering written determinations of whether there is reasonable cause to believe a violation of this ordinance has occurred, conducting informal dialogues or mediations of complaints, and advising the Director of the Commission of the results of any investigation, informal dialogue, or mediation of complaints.

**Sec. 2-438. Interference, coercion, intimidation, or retaliation prohibited.**

- (a) In accordance with 42 U.S. Code § 3617, it shall be unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of having exercised or enjoyed, or on account of having aided or encouraged any other person in the exercise or enjoyment of, or on account of having filed a complaint of discrimination regarding any right granted or protected by this ordinance.
- (b) Any person experiencing such interference, coercion, intimidation, or retaliation in connection with a complaint of unlawful discrimination received or in process under this ordinance may file a retaliation complaint with the Office of Human Rights. The complaint shall be in such detail as to substantially apprise any party properly concerned as to the time, place, and facts surrounding the alleged unlawful retaliation.
- (c) Retaliation complaints shall be processed in the same manner as complaints of unlawful discrimination and such process shall be determined by the protected activity named in the original complaint to which the alleged retaliation is linked or by the protected activity in which the complainant was engaged and which was impacted by the alleged retaliation.

**Sec. 2-439.1. Enforcement authority – The role of the Commission regarding individual complaints of discrimination.**

- (a) Public hearings generally

- (1) The Commission shall serve as a public hearing body with the authority to review appeals and reasonable cause determinations for complaints of individual discrimination received and investigated by the Office of Human Rights.
- (2) In complaints of housing discrimination, if the Director determines that there is reasonable cause to believe a violation did occur, a charge is filed, and either party elects to pursue judicial determination through a civil action in a court of competent jurisdiction, under Sec. 2-437.2. of this ordinance, the Commission shall not hold a public hearing and any proceedings in process shall cease.
- (3) If a hearing is to be held, the Commission shall promptly notify the parties of the time, date, and location of the hearing and serve upon them a statement of the charges against the respondent, the Director's summary of the evidence and recommended remedies, and the issues to be considered at the hearing. The notice and statement shall be served no later than fourteen (14) calendar days prior to the date of the hearing.
- (4) The Commission shall have the option to consider all of the allegations and issues set forth in the complaint or, in its discretion, may limit the scope of the hearing to one or more of the allegations or issues.
- (5) Hearings of the Commission may be held before the entire Commission or before designated hearing panels, consisting of three or more members of the Commission, as the Commission in its discretion may determine. The Chair or a Commissioner designated by the Chair shall preside over the public hearing, which shall be open to the public.
- (6) Prior to the public hearing, the Director shall provide the Commission with a copy of the investigative report and any findings or determinations resulting from the investigation. During a public hearing, the Commission shall base its findings and recommendations on a review of the existing record and any additional evidence acquired by the Commission, at its discretion through the Office of Human Rights, prior to the hearing. Neither party to the complaint shall be entitled to submit unsolicited written statements or arguments, present oral defense or documentary evidence, or conduct cross examinations during the public hearing.
- (7) Any investigative report, findings, determinations, or additional evidence provided to the Commission by the Office of Human Rights for purposes of a public hearing shall be redacted to remove any personal identifying information in accordance with Va. Code Ann. § 2.2-3800 et seq.
- (8) The Commission shall keep a full record of the hearing, and such record shall be public and open to inspection by any person unless otherwise provided by any applicable law or regulations. Any party may request that the Commission furnish such party a copy of the hearing record and shall reimburse the Commission for the cost of producing the copy.
- (9) In matters where any party is represented by counsel, the office of the City Attorney shall provide an attorney as counsel to the Commission who will also assist the Director in preparing the case.
- (10) Whenever the Commission requires additional evidence to determine whether



reasonable cause exists to believe any person has engaged in or is engaging in any unlawful discriminatory practice, and the Commission, after a good faith effort to obtain such evidence or attendance of witnesses through the Office of Human Rights, may request the City Attorney to petition a court of appropriate jurisdiction for a subpoena against any such person refusing to produce such evidence or refusing to appear as a witness, and such court may, upon good cause shown, cause the subpoena to be issued.

- (A) For purposes of this section, “person” includes any individual, partnership, corporation, association, legal representative, mutual company, joint stock company, trust, unincorporated organization, employee, employer, employment agency, labor organization, joint labor-management committee, or an agent thereof.
  - (B) Neither the Commission nor the Office shall have the power itself to issue subpoenas under this article.
  - (C) Neither the complainant nor the respondent shall have the right to demand that a subpoena be issued.
  - (D) Any witness subpoena issued under this section shall include a statement that any statements made will be under oath and that the respondent or other witness is entitled to be represented by an attorney.
  - (E) Any person failing to comply with a subpoena issued under this section shall be subject to punishment for contempt by the court issuing the subpoena. Any person so subpoenaed may apply to the judge who issued the subpoena to quash it.
- (11) The Commission shall have the authority to grant relief, as permitted under Virginia law, or to issue recommendations for appropriate remedies, for complaints reviewed during a public hearing. If, after the hearing, the Commission determines by a preponderance of the evidence that the respondent has committed or is committing the alleged violation(s) of this ordinance, the Commission shall state its findings in a written resolution and may issue recommendations, to be served promptly on the parties. Such recommendations may include:
- (A) the pursuit of remedies through alternative dispute resolution.
  - (B) a referral to the City Attorney for the consideration of potential civil action.
  - (C) notice to the respondent to cease and desist from such violation(s) and to take such action as may be authorized by law to effectuate the purpose of this ordinance, including but not limited to the payment by respondent of compensatory damages to any person or persons found by the Commission to be so entitled by reason of the violation(s) of this ordinance, or the placement or restoration of any person in or to such status in which the Commission finds they would be but for respondent's violation(s) of this ordinance.
- (12) If, after receiving the evidence presented at the hearing, the Commission finds that the respondent has not engaged in the alleged violation(s) of this ordinance,

the Commission shall state its findings in a written resolution and shall dismiss the complaint. Prompt notice of such action shall be given to the parties, and such dismissal shall be final.

- (13) Nothing herein shall be construed as authorizing the Commission to issue subpoenas, award damages, or grant injunctive relief.

(b) Public hearings for complainant appeals of no reasonable cause determinations

- (1) The Commission shall serve as a due process appellate body with the authority to hear appeals of determinations of no reasonable cause rendered by the Director on complaints of individual discrimination received and investigated by the Office of Human Rights.
- (2) If the Director determines that there is insufficient reasonable cause to believe a violation of this ordinance has occurred, the Director shall dismiss the complaint and advise the complainant in writing that such dismissal shall become final unless, within ten (10) calendar days of receipt of notice of the dismissal, the complainant files with the Commission a request for a review of the determination of the Director.
- (3) On written petition of the complainant, the Commission shall hold a public appeal hearing to review the Director's conclusion and shall either overrule or affirm the finding of no reasonable cause.
- (4) If, at the conclusion of an appeal hearing, the Commission determines by majority vote that reasonable cause exists, it shall prepare a written resolution that includes a summary of the evidence upon which the reversal of the Director's finding is based and recommendations for further action. The Director shall serve notice on both parties of the Commission's finding and pursue appropriate further action, per the Commission's resolution.
- (5) If, at the conclusion of an appeal hearing, the Commission determines by majority vote that no reasonable cause exists, it shall prepare a written resolution upholding the Director's dismissal of the complaint, and such dismissal shall be final.

(c) Public hearings for determinations of reasonable cause

- (1) If the Director determines that there is reasonable cause to believe a violation did occur and either party declines to participate in alternative dispute resolution, or if such efforts are attempted but unsuccessful, the Director shall prepare a written summary of the evidence on which the determination of reasonable cause is based and shall recommend appropriate remedies for the discriminatory actions in a report to the Commission.
- (2) The Commission shall determine by majority vote whether to hold a public hearing on the complaint. The Commission shall base its determination on its judgment as to how enforcement of this ordinance would be best served. If the Commission determines not to hold a public hearing, it shall either dismiss the complaint or take such action as it deems appropriate and consistent with the purposes of this ordinance and the powers of the Commission hereunder.

**Sec. 2-439.2. Enforcement authority – Court enforcement regarding individual complaints of employment, public accommodation, credit, or private education discrimination.**

- (a) If the Commission finds that a respondent has committed a violation of this ordinance and determines that appropriate remedial measures have not been taken, the Commission, through the City Attorney, and subject to approval by the City Council, may file an appropriate action in any court of competent jurisdiction to prove, *de novo*, that the respondent violated this chapter; secure compliance with this chapter; and/or obtain appropriate relief available under any applicable federal or state statute or regulation including, but not limited to an award of injunctive relief, compensatory and/or punitive damages and a recovery of costs and attorney's fees for any person, including the City, injured as a result of a violation of this chapter.
- (b) If the City Council approves the institution of any proceeding in court, the proceeding shall be brought in the name of the City Council and the Human Rights Commission of the City of Charlottesville.

**Sec. 2-440. Confidentiality.**

It shall be unlawful for any Commissioner, officer, employee, contractor or staff member of the Commission or Office of Human Rights to disclose or make public any complaints, investigative notes, or other correspondence and information furnished to the Commission or its staff in confidence with respect to a complaint, an investigation, or alternative dispute resolution process involving an alleged unlawful discriminatory practice. A violation of this section shall be a Class 3 misdemeanor.

**Sec. 2-441. Annual Report.**

The Commission shall make an annual comprehensive report to City Council that outlines its efforts during the preceding year in the areas of identifying and addressing systemic or institutional discrimination; processing individual complaints of unlawful discrimination; and facilitating a community dialogue regarding issues of human rights. The report shall also outline the Commission's work plan for the ensuing year, which shall be subject to approval or modification by City Council.

**Sec. 2-442. Severability.**

The provisions of the Article are severable, and if any provision, sentence, clause, section or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Article, or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Article would have been adopted if such illegal, invalid, or unconstitutional provision, sentence, clause, section, or part had not been included therein, and if the person or circumstances to which the chapter or any part thereof is inapplicable had been specifically exempted therefrom.

**Sec. 2-443. Reserved.**

**AN ORDINANCE APPROVING FINANCIAL ASSISTANCE  
TO SUPPORT RESIDENTIAL RENTAL HOUSING AT  
CARLTON MOBILE HOME PARK FOR PERSONS OF  
LOW AND MODERATE INCOME AND AUTHORIZING  
THE CITY MANAGER TO EXECUTE AND DELIVER A  
SUPPORT AGREEMENT IN CONNECTION WITH THE  
SAME**

**WHEREAS**, Section 15.2-958 of the Code of Virginia of 1950, as amended (the “Virginia Code”), (a) declares that “the preservation of existing housing in safe and sanitary condition and the production of new housing for persons of low and moderate income are public purposes and uses for which public money may be spent,” and (b) authorizes the governing body of any locality by ordinance to “make grants or loans to owners of residential rental property occupied, or to be occupied, following rehabilitation or after construction if new, by persons of low and moderate income, for the purpose of rehabilitating or producing such property;” and

**WHEREAS**, there exists in the City of Charlottesville, Virginia (the “City”), a mobile home park consisting of approximately 6 acres and providing approximately 67 units, known as “Carlton Mobile Home Park” (the “Park”); and

**WHEREAS**, pursuant to the provisions of Section 55.1-1308.2(B) of the Virginia Code, the current owners of the Park have provided notice to the Virginia Department of Housing and Community Development and to the tenants of the Park that the current owners have received an offer to purchase the Park and that they intend to accept such offer; and

**WHEREAS**, Section 55.1-1308.2(B) requires that, for a 60-day period following such notice, the current owners of the Park consider additional offers to purchase the Park from any entity that provides documentation that it represents at least twenty-five percent (25%) of the tenants with a valid lease in the Park; and

**WHEREAS**, representatives of Legal Aid Justice Center, Greater Charlottesville Habitat for Humanity, Inc., and Piedmont Housing Alliance, have described to the City Council (the “Council”) that (a) the proposed sale of the Park may jeopardize the continued use and operation of the Park as residential rental housing for persons of low and moderate income, (b) such representatives have received support from at least 25% of the existing tenants with a valid lease in the Park to make an independent offer to purchase the Park; and (c) Piedmont Housing Alliance and the Greater Charlottesville Habitat for Humanity, Inc. (or a special purpose entity at least partially owned by one or both of the foregoing) (the entity that ultimately purchases the Park hereinafter referred to as the “PHA & GCHH”) intend to obtain a loan and use the proceeds to purchase and redevelop the Park for the purpose of providing residential rental and other housing for persons of low and moderate income; and

**WHEREAS**, such representatives have also requested that the City provide a statement of intention to commit financial support to PHA & GCHH, upon them becoming the bona fide owners of the Park, for purposes consistent with Virginia Code § 15.2-958.

**WHEREAS**, the City is willing to enter into a Support Agreement (the “Support Agreement”), by which the Council, subject to appropriation, will undertake to authorize annual payments to or for the benefit of the PHA & GCHH, should they become owners of the property; and

**WHEREAS**, there has been made available at this meeting a draft of the Support Agreement;

**THEREFORE, BE IT ORDAINED BY COUNCIL OF THE CITY OF CHARLOTTESVILLE, VIRGINIA:**

1. It is hereby found and determined that providing financial assistance consistent with Virginia Code § 15.2-958 to PHA & GCHH, upon them becoming the bona fide owners of the Park, will achieve the following objectives: (a) will support the provision of residential rental housing for persons of low and moderate income at the Park, (b) will be in the public interest of the City and its residents, and (c) will be in furtherance of powers of the City under applicable Virginia law.

2. The Council hereby expresses its intent, subject to annual appropriation, to provide financial assistance to PHA & GCHH upon them becoming the bona fide owners of the Park for purposes consistent with Virginia Code § 15.2-958. Such financial assistance is currently estimated not to exceed \$8,700,000, in the aggregate, and to be payable in installments over an estimated period of five (5) years. Only upon PHA & GCHH becoming the bona fide owners of the Park, the Council hereby appropriates for the current fiscal year ending June 30, 2025, an amount up to \$365,000 to be payable to PHA & GCHH for purposes consistent with Virginia Code § 15.2-958. The City and the PHA & GCHH intend to enter into a separate funding agreement, which is to be approved by subsequent action of Council, to address (a) the requirements of Virginia Code § 15.2-958, with respect to the minimum number of rental units in the Park (including after any redevelopment) that will be reserved for persons of low and moderate income and for what period of time, and (b) such other requirements that the City may desire to impose in connection with providing such financial assistance to PHA & GCHH, upon them becoming the bona fide owners of the Park. City funds shall not be appropriated unless and until PHA & GHCC have obtained sufficient financing and successfully executed purchase of the Park.

3. Pursuant to Virginia Code § 15.2-958, the appropriation of City funds is conditional and shall not occur unless and until PHA & GCHH has obtained sufficient financing, successfully executed the purchase, and become the bona fide Owners of the Park.

4. The City Manager is hereby authorized and directed to execute and deliver the Support Agreement. The Support Agreement shall be in substantially the form made available at this meeting, which is hereby approved, with such completions, omissions, insertions, or changes not inconsistent with this Ordinance as may be approved by the City Manager, whose approval shall be evidenced conclusively by the execution and delivery thereof.

5. The Council, while recognizing that it is not empowered to make any binding commitment to make such appropriations in future fiscal years, hereby states its intent to make such appropriations in future fiscal years, and hereby recommends that future Councils do likewise during the term of the Support Agreement.

6. All other actions of City officers in conformity with the purposes and intent of this Ordinance and consistent with Virginia Code § 15.2-958 are hereby ratified, approved, and confirmed. City officers are hereby 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 completion of the plan of financing.

7. This Ordinance shall take effect immediately.

Adopted: August 5, 2024

**A RESOLUTION  
TO CONFIRM THE SELECTION OF A PREFERRED ALTERNATIVE FOR ACCESS  
CONTROL AT CEDAR HILL DRIVE AS PART OF THE DISTRICT AVENUE  
ROUNDAABOUT AT HYDRAULIC ROAD PROJECT**

**WHEREAS**, the City of Charlottesville (hereafter “City”) is a municipal corporation duly organized and existing under the laws of the Commonwealth of Virginia; and

**WHEREAS**, the City Council is the legislative body of the City; and

**WHEREAS**, the Charlottesville-Albemarle Metropolitan Planning Organization (CAMPO), in cooperation with the Virginia Department of Transportation (VDOT) and the Thomas Jefferson Planning District Commission (TJPDC) completed a comprehensive Long Range Transportation Plan (“2045 LRTP”) in May 2019; and

**WHEREAS**, the Hydraulic Small Area Plan was adopted as an amendment to the Charlottesville Comprehensive Plan on May 7, 2018; and

**WHEREAS**, the Council of the City of Charlottesville adopted a resolution endorsing the submission of the District Avenue Roundabout (at Hydraulic Road) project as a SMART SCALE application as part of a package of applications to be submitted by the Charlottesville Albemarle Metropolitan Planning Organization (CAMPO) in August 2022; and

**WHEREAS**, the Commonwealth Transportation Board unanimously agreed to the funding of selected SMART SCALE applications, including the District Avenue Roundabout project, in May 2023; and

**WHEREAS**, the existing conditions at the intersection of Cedar Hill Drive and Hydraulic Road control access from that intersection southbound into the Meadows neighborhood; and

**WHEREAS**, the Virginia Department of Transportation (VDOT) project management team has developed two design alternatives for consideration that treat the access to Cedar Hill Drive differently; and

**WHEREAS**, VDOT held a Citizen Information Meeting on June 4, 2024, at the Holiday Inn-University Area on Emmet Street to solicit feedback on the two design alternatives; and

**WHEREAS**, the majority of the feedback received on the two design alternatives was from residents in the Meadows neighborhood who would be most directly impacted by either alternative; and

**WHEREAS**, the majority of the feedback received on the two design alternatives was in favor of the alternative that would only allow northbound access from Cedar Hill Drive into the roundabout and remove the southbound access from the roundabout onto Cedar Hill Drive, creating a one-way connection, which is described as “Alternative B” by VDOT;

**NOW THEREFORE, BE IT RESOLVED** by the Council of the City of Charlottesville that the Council fully endorses the selection of Alternative B (One-way connection for Cedar Hill

Road at Hydraulic Road) as the preferred alternative for the District Avenue Roundabout (at Hydraulic Road) project.

**ADOPTED**, on this the 5<sup>th</sup> day of August 2024 by Charlottesville City Council.



**RESOLUTION  
APPROVING THE ACQUISITION OF LAND  
NEAR GROVE ROAD AND THE WESTERN PORTION OF McINTIRE PARK AND  
PLACEMENT OF OPEN SPACE CONSERVATION EASEMENT ON SUCH PARK LAND**

**WHEREAS**, Susan R. Hoover and Angus Arrington (the “Owner”) are the owners of land designated on City Real Estate Tax Map 41A as Parcel 94, and have indicated a willingness to convey a portion of the subject land to the City of Charlottesville for creation of parkland; and

**WHEREAS**, the land to be conveyed, hereinafter the “Property”, is described as follows:

All that lot or parcel of land designated as City Real Estate Tax Map Parcel 41A094000, less and except a ten-foot (10’) wide strip of land at the northern boundary of Parcel 94, to be retained by Owner and combined with City Tax Map Parcel 41A093000, as shown on a plat dated June 12, 2024, made by TRC Engineers, Inc. (the “Plat”); and

**WHEREAS**, Owner has agreed to convey to the City the Property for the purchase price of \$55,000; and

**WHEREAS**, funds are available for the purchase and development of the Property through a Virginia Outdoors Foundation grant managed by the Parks and Recreation Department in the amount of \$50,000; and

**WHEREAS**, funds are available for the purchase and development of the Property through the Parks and Recreation Department Capital Improvement Plan (CIP) Trails and Land Acquisition funds in the amount of \$5,000; and

**WHEREAS**, the Department of Parks and Recreation seeks approval from City Council to proceed with the purchase of the above-described Property at a purchase price of \$55,000, with funding supplied by use of funds from the Virginia Outdoors Foundation and through the Parks and Recreation fund; and

**WHEREAS**, use of such funding shall require the recording of an open space conservation easement on the combined parcels referenced herein to the benefit of Virginia Outdoors Foundation; and

**WHEREAS**, the resulting open space easement shall trigger the collection of a three-dollar recording fee for all property conveyances from the date of the easement filed in Charlottesville Circuit Court to the benefit of Virginia Outdoors Foundation upon recording; and

**WHEREAS**, a public hearing to receive public input on the approval of the grant and the purchase of the property was held on May 16, 2022; and

**WHEREAS**, a draft sales Agreement has been approved as to form by the City Attorney’s Office; and

**WHEREAS**, the City Manager, or their designee, is hereby authorized to sign the draft agreement, or other agreement provided it is in a substantially similar form, and to proceed with the steps necessary to acquire and convey said land; now, therefore,

**BE IT RESOLVED**, by the Council of the City of Charlottesville, that it hereby authorizes the purchase of the above-described Property for creation of parkland and the placement of an open space easement over the Property. The City Manager and City Attorney's Office shall take whatever actions are necessary to effect the acquisition of the above-described Property and required recordings, pursuant to the terms and conditions set forth herein.

**RESOLUTION  
APPROVING THE ACQUISITION OF LAND  
AT 0 CEDAR HILL ROAD**

**WHEREAS**, the City of Charlottesville seeks to expand publically available areas for park and open space purposes; and

**WHEREAS**, WEBER PROPERTY MANAGEMENT LLC (the “Owner”) is the owner of an approximately 0.22 acre parcel of vacant land designated as Parcel ID 40C102100, located on Cedar Hill Road (0 Cedar Hill Road), and has indicated a willingness to convey the subject land to the City of Charlottesville for creation of park and open space; and

**WHEREAS**, the land to be conveyed, hereinafter the “Property”, is described as follows:

ALL that certain lot or parcel of land, lying and being situate in the City of Charlottesville, Virginia, containing 0.22 acre, more or less, and being designated and described as Lot A, Block C, Section 2, of The Meadows Subdivision, as shown on plat made by Dominion Development Resources, LLC, dated August 9, 2006, and entitled “Plat Showing Subdivision of Tax Map 40C Parcel 103, The Meadows – Section 2, Lot 8, City of Charlottesville, Virginia”, a copy of which plat attached to Certificate of Plat recorded in the Clerk’s Office of the Circuit Court of Albemarle Count, Virginia in Deed Book 1104, Pages 151 and 154.

BEING a part of the same real estate conveyed to Weber Property Management, LLC by Deed from Jeff A. Bialy and Nicola J. Bialy, husband and wife, dated June 8, 2005 in the Clerk’s Office, Circuit Court, City of Charlottesville, Virginia in Deed Book 1033, Page 782.

**WHEREAS**, Owner has agreed to convey to the City the Property for the purchase price of \$100,000; and

**WHEREAS**, funds are available for the purchase of the Property through existing property acquisition funds managed by the Parks and Recreation Department; and

**WHEREAS**, the Department of Parks and Recreation seeks approval from City Council to proceed with the purchase of the above-described Property at a purchase price of \$100,000, with funding supplied by existing property acquisition funds managed by the Parks and Recreation Department; and

**WHEREAS**, upon acquisition, the property at 0 Cedar Hill Road will be added into the public park system; and

**WHEREAS**, a draft sales Agreement has been approved as to form by the City Attorney's Office; and

**WHEREAS**, the City Manager, or their designee, is hereby authorized to sign the draft agreement, or other agreement provided it is in a substantially similar form, and to proceed with the steps necessary to acquire and convey said land; now, therefore,

**BE IT RESOLVED**, by the Council of the City of Charlottesville, that it hereby authorizes the purchase of the above-described Property for creation of park and open space use. The City Manager and City Attorney's Office shall take whatever actions are necessary to effect the acquisition of the above-described Property and required recordings, pursuant to the terms and conditions set forth herein.

**RESOLUTION  
APPROVING THE ACQUISITION OF LAND  
AT 0 RIALTO STREET**

**WHEREAS**, the City of Charlottesville seeks to expand publically available areas for park, and trail uses, recreational enjoyment, and forest and stream preservation and restoration purposes; and

**WHEREAS**, RIALTO BEACH LLC (the “Owner”) is the owner of land designated as a portion of Parcel ID 590379000, located on Moores Creek, and has indicated a willingness to convey the subject land to the City of Charlottesville for creation of trail(s) and open space; and

**WHEREAS**, the land to be conveyed, hereinafter the “Property”, is described as follows:

TAX MAP PARCEL NUMBER: Part of 590379000

ALL that parcel of tract of land located in the City of Charlottesville, Virginia on both sides of Moore’s Creek shown as New Park Parcel containing 1.064 acres on a plat by Roudabush, Gale & Assoc., Inc. dated November 1, 2023, revised May 10, 2024 and recorded in the Clerk’s Office of the Circuit Court of the City of Charlottesville, Virginia, as Instrument No. \_\_\_\_\_.

BEING a portion of the property conveyed to Rialto Beach, LLC, a Virginia limited liability company, be deed from Coleway Development, LLC, a Virginia limited liability company, dated May 22, 2008, recorded May 22, 2008, in the Clerk’s Office of the Circuit Court of the City of Charlottesville, Virginia, as Instrument No. 2008002402.

**WHEREAS**, Owner has agreed to convey to the City the Property for the purchase price of \$10,000; and

**WHEREAS**, funds are available for the purchase and development of the Property through existing property acquisition funds managed by the Parks and Recreation Department (Account Trail P-00662); and

**WHEREAS**, the Department of Parks and Recreation seeks approval from City Council to proceed with the purchase of the above-described Property at a purchase price of \$10,000, with funding supplied by existing property acquisition funds managed by the Parks and Recreation Department; and

**WHEREAS**, upon acquisition, the property at 0 Rialto Street will be added into the public park system; and

**WHEREAS**, a draft sales Agreement has been approved as to form by the City Attorney's Office; and

**WHEREAS**, the City Manager, or their designee, is hereby authorized to sign the draft agreement, or other agreement provided it is in a substantially similar form, and to proceed with the steps necessary to acquire and convey said land; now, therefore,

**BE IT RESOLVED**, by the Council of the City of Charlottesville, that it hereby authorizes the purchase of the above-described Property for creation of park and open space use. The City Manager and City Attorney's Office shall take whatever actions are necessary to effect the acquisition of the above-described Property and required recordings, pursuant to the terms and conditions set forth herein.

**RESOLUTION**

**Approving the execution of several amendments related to the City's interest in the Water Street Parking Garage and the Water Street Parking Garage Condominium Association (WSPGCA)**

**WHEREAS**, the City, by virtue of its membership in the Water Street Parking Garage Condominium Association ("WSPGCA"), entered into a 99-year ground lease for the land under the Water Street Parking Garage in 1994, which enabled the construction of a parking facility to support the growing Downtown Mall area; and

**WHEREAS**, the WSPGCA's governing documents provide that the base rent for the land underneath the Water Street Parking Garage (the "Garage") must be renegotiated every ten years, based on the appraised value of the land as if the land was unimproved; and

**WHEREAS**, in 2014, this renegotiation process led to significant litigation involving the City, the WSPGCA, the Charlottesville Parking Center ("the CPC" or "Landlord"), and other involved parties; and

**WHEREAS**, the WSPGCA is currently renegotiating the base rent for the land underneath the Garage, and this renegotiation is likely to result in a significant increase in the base rent, or litigation, or both; and

**WHEREAS**, the parties have currently negotiated a settlement agreement intended to prevent future disagreements between the parties which includes the following terms:

1. An amendment to the ground lease that sets the annual rent for the period from July 1, 2024 to June 30, 2044.
2. An amendment to the parking space lease that extends the term to June 30, 2044 and sets the annual rent for the period from July 1, 2024 to June 30, 2044.
3. An option for the City to purchase the land (subject to the ground lease mentioned above) and the parking spaces (subject to the above-mentioned lease) effective July 1, 2044. If the City does not exercise this option, then Charlottesville Parking Center will purchase the City's parking spaces.

**BE IT RESOLVED** by the Council for the City of Charlottesville, Virginia that the terms of the settlement agreement between the City of Charlottesville, as part of the WSPGCA, and the CPC are hereby approved, and the City Manager is authorized to execute any necessary documents, in form approved by the City Attorney's Office.