



## CITY COUNCIL AGENDA November 16, 2020

### Members

Nikayah Walker, Mayor  
Sena Magill, Vice Mayor  
Heather D. Hill  
Michael K. Payne  
J. Lloyd Snook, III

### 5:30 p.m. Closed session pursuant to Sections 2.2-3711 and 2.2-3712 of the Virginia Code (Legal consultation; personnel)

Virtual/electronic meeting

### 6:30 p.m. Regular Meeting

Virtual/electronic meeting in accordance with the local ordinance approved July 27, 2020 to ensure continuity of government and prevent the spread of disease. Register at [www.charlottesville.gov/zoom](http://www.charlottesville.gov/zoom). NOTE: Individuals with disabilities who require assistance or special arrangements to participate in the public meeting may call the ADA Coordinator at (434) 970-3182 or submit a request via email to [ada@charlottesville.gov](mailto:ada@charlottesville.gov). The City of Charlottesville requests that you provide a 48 hour notice so that proper arrangements may be made.

### CALL TO ORDER

### MOMENT OF SILENCE

### ROLL CALL

### AGENDA APPROVAL

### ANNOUNCEMENTS

### CONSENT AGENDA\*

1. Appropriation: Virginia Department of Education Special Nutrition Program Child and Adult Care Food Program - \$30,000 (2nd reading)
2. Appropriation: Virginia Outdoors Foundation Grant - Ragged Mountain Land Acquisition - \$65,000 (2nd reading)
3. Appropriation: Runaway Emergency Shelter Program Grant - \$209,444 (2nd reading)
4. Appropriation: Local Emergency Management Performance Grant (L.E.M.P.G.) - \$7,500 (2nd reading)
5. Ordinance: Amendment to the text of Chapter 34 (Zoning Ordinance) of the City of Charlottesville, 1990, as amended, to provide updates to family day home uses (2nd reading)

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

**COMMUNITY MATTERS** Public comment for up to 16 speakers (limit 3 minutes per speaker). Preregistration available for up to 8 spaces; preregistered speakers announced by Noon the day of the meeting. Additional public comment period at end of meeting. Public comment will be conducted through electronic participation as City Hall is closed to the public. Participants can register in advance at [www.charlottesville.org/zoom](http://www.charlottesville.org/zoom).

### ACTION ITEMS

6. Allocation\*: Employee Assistance Proposal

### GENERAL BUSINESS

7. Report: Traffic safety report
8. Report: City logo discussion

### OTHER BUSINESS

### MATTERS BY THE PUBLIC

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



Agenda Date:	November 2, 2020
Action Required:	Appropriation
Presenter:	Riaan Anthony, Park and Recreation Management Specialist
Staff Contacts:	Riaan Anthony, Park and Recreation Management Specialist II Vic Garber, Deputy Director, Parks and Recreation
<b>Title:</b>	<b>Virginia Department of Education Special Nutrition Program Child and Adult Care Food Program - \$30,000</b>

**Background:**

The City of Charlottesville, through Parks and Recreation, has received approval for a reimbursement of up to \$30,000 from the Virginia Department of Education Special Nutrition Program to provide free dinner to children 18 and under attending our drop-in afterschool programs through their Child and Adult Care Food Program.

**Discussion:**

Charlottesville Parks and Recreation will operate an afterschool meals program for 36 weeks, during the course of the regular school year. There are currently 5 locations, Friendship Court, Greenstone on 5th, South First Street, Westhaven Community Centers, and Crow Recreation Center that serve children 18 years and under. This year we will be sponsoring the Girls and Boys Club. The reimbursement will cover the costs of a nutritious dinner at these locations, which also have an educational/enrichment component. Dinner will be served from 4-8 pm at the various community centers. Most of the children served receive free or reduced meals during the school year. Over 400 children will be served each week during the school year.

The dinners are purchased through the City of Charlottesville School Food Service. The Parks and Recreation Department pays the bills to the City of Charlottesville Food Service and is then reimbursed by the Virginia Department of Education Special Nutrition Programs.

**Alignment with City Council's Vision and Strategic Plan:**

Approval of this agenda item aligns directly with Council's vision for Charlottesville to be America's Healthiest City and it contributes to Goal 2 of the Strategic Plan - Healthy and Safe

City. Children will receive a nutritious dinner, hopefully replacing a meal that did not exist or providing a healthier balanced option for them.

**Community Engagement:**

N/A

**Budgetary Impact:**

There is no impact to the General Fund. The funds will be appropriated, expensed and reimbursed to a Grants Fund. There is no required local match for this program.

**Recommendation:**

Staff recommends approval and appropriation of funds,

**Alternatives:**

If money is not appropriated, the free dinner program will not be offered to youth, most of whom receive free or reduced meals during the school year.

**Attachments:**

N/A

**APPROPRIATION**

**Virginia Department of Education Special Nutrition Program  
Child and Adult Care Food Program  
\$30,000**

**WHEREAS**, the City of Charlottesville, through Parks and Recreation, has received approval for reimbursement up to \$30,000 from the Virginia Department of Education Special Nutrition Program to provide free dinner to children attending select drop-in afterschool centers; and

**WHEREAS**, the grant award covers the period from period October 1, 2020 through September 30, 2021;

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that the sum of \$30,000, received from the Virginia Department of Education Special Nutrition Program is hereby appropriated in the following manner:

**Revenue – \$ 30,000**

Fund: 209                      **Internal Order: 1900342**                      G/L Account: 430120

**Expenditures - \$30,000**

Fund: 209                      **Internal Order: 1900342**                      G/L Account: 530670

**BE IT FURTHER RESOLVED**, that this appropriation is conditioned upon the receipt of \$30,000 from the Virginia Department of Education Special Nutrition Program.

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



Agenda Date:	November 2, 2020
Action Required:	Appropriation
Presenter:	Chris Gensic, Parks and Recreation
Staff Contacts:	Chris Gensic, Parks and Recreation Ryan Davidson, Office of Budget and Performance Management
<b>Title:</b>	<b>Virginia Outdoors Foundation Grant - Ragged Mountain Land Acquisition - \$65,000</b>

**Background:**

The City of Charlottesville, through Parks and Recreation, has received a grant from the Virginia Outdoors Foundation (VOF) to assist with the acquisition of five additional acres of forested land adjacent to the Ragged Mountain Reservoir property. The match for this project comes in the form of funds remaining from the previous US Department of Agriculture (USDA) grant through the Community Forest Program used to acquire the 144 acres adjacent to this five acres.

**Discussion:**

The City of Charlottesville became aware of property for sale adjacent to the Ragged Mountain Reservoir a few years ago. With assistance from the Piedmont Environmental Council (PEC) the landowner agreed to sell the property if the City is awarded the VOF grant. The USDA grant program is intended to preserve forest properties to be used for recreation and education. The forest management plan already developed for the previous acquisition will be amended slightly to include this land, and it will be developed to primarily include trail system layout and plans for how to provide access and interpretation for environmental education.

**Community Engagement:**

The master plan for Ragged Mountain has a primary element related to preservation of forest and water resources. This acquisition opportunity will further the preservation goal and expand recreation opportunities. This will also provide for environment education opportunities for City and County elementary, secondary, and college students due to the property's proximity to so many schools.

**Alignment with City Council's Vision and Strategic Plan:**

Preservation of the property will further the council vision statement of being a Green City with an extensive natural trail system, along with healthy rivers and streams, and further Strategic Plan objective

### 3.4 “Be responsible stewards of natural resources”.

#### **Budgetary Impact:**

There is no impact to the General Fund. Funds will be received and expensed in the Capital Improvement Fund. The match is provided from remainder funds from a USDA Community Forest grant and does not include local dollars. Local donors have contributed to cover the legal fees (survey/appraisal, etc.) and the grants provide the funding for purchase. Long term maintenance will be limited to trail maintenance performed by City staff that already manages the adjacent trail systems. The City paid only for the title report (\$350.00) from the existing trial and land acquisition CIP fund.

#### **Recommendation:**

Staff recommends appropriation of grant funds.

#### **Alternatives:**

If grant funds are not appropriated, the property will not be acquired.

#### **Attachments:**

Grant award letter from VOF  
Property owner letter  
Map of property to be acquired.

**APPROPRIATION**

**Virginia Outdoors Foundation Grant – Ragged Mountain Land Acquisition  
\$65,000**

**WHEREAS**, the City of Charlottesville, through Parks and Recreation, has been awarded \$65,000 from the Virginia Outdoors Foundation to acquire 5 acres of undeveloped forested land adjacent to the Ragged Mountain Reservoir Property; and

**WHEREAS**, the match for this grant will come from the remainder of a previous USDA grant award; and

**WHEREAS**, the grant funding will be passed through the parkland acquisition account and paid to the property owner;

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the sum of \$65,000 is hereby appropriated in the following manner:

**Revenue**

\$65,000      Fund: 426                      WBS: P-00534                      G/L Account: 431110

**Expenditures**

\$65,000      Fund: 426                      WBS: P-00534                      G/L Account: 599999

**BE IT FURTHER RESOLVED**, that this appropriation is conditioned upon the receipt of \$65,000 from the Virginia Outdoors Foundation.

NOTES:

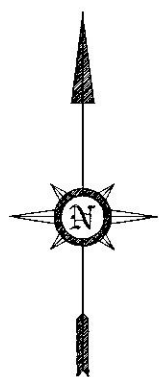
The boundary survey shown is based on a current field survey.

This Plat has been prepared without benefit of a current title report and does not therefore necessarily indicate all encumbrances on the property. It is therefore subject to easements, restrictions, conditions and reservations contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to this property which have not expired by limitation of time contained therein or have not otherwise become ineffective.

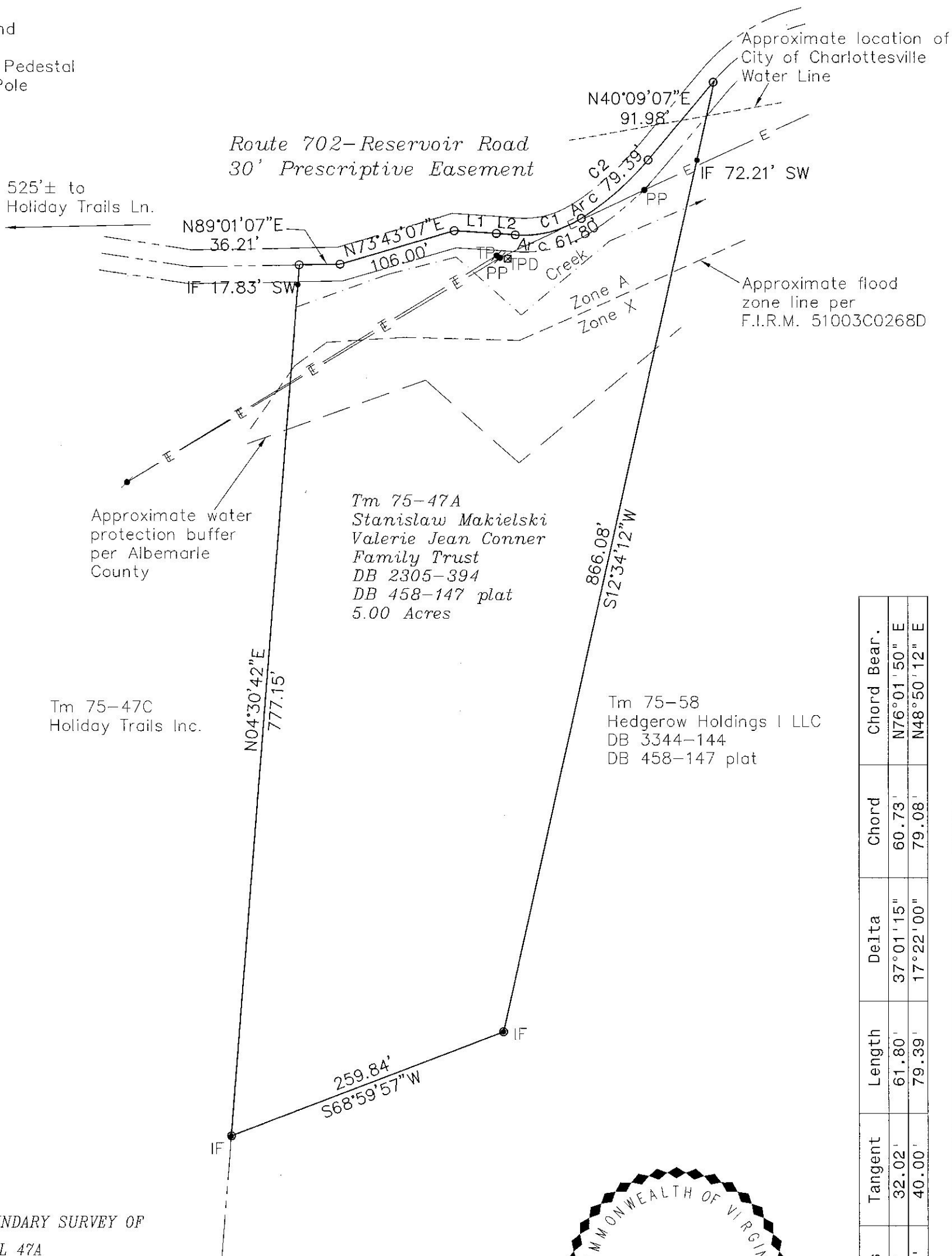
Course	Bearing	Distance
L1	S86°26'53"E	37.54'
L2	S85°27'33"E	16.79'

**LEGEND**

- IF Iron Rod Found
- PP Power Pole
- TPD Telephone Pedestal
- TP Telephone Pole



Magnetic North based on  
Plat recorded in DB 1795-132



Curve	Radius	Tangent	Length	Delta	Chord	Chord Bear.
C1	95.64'	32.02'	61.80'	37°01'15"	60.73'	N76°01'50" E
C2	261.91'	40.00'	79.39'	17°22'00"	79.08'	N48°50'12" E

PLAT SHOWING BOUNDARY SURVEY OF  
TAX MAP 75 PARCEL 47A

**THE MAKIELSKI PROPERTY**

SAMUEL MILLER DISTRICT, ALBEMARLE COUNTY, VIRGINIA

SCALE: 1" = 100' DATE: JUNE 19, 2018

750047A.dwg folder tm 75-47A

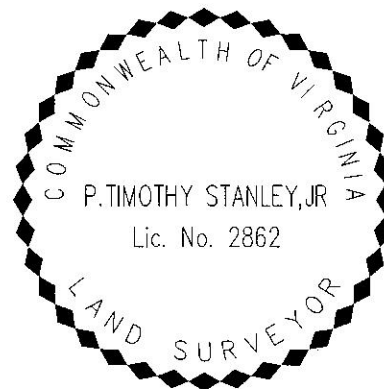
STANLEY LAND SURVEYS, PLC

LAND SURVEYING-LAND PLANNING

106 CROFTON PLAZA SUITE 8

PALMYRA, VA. 22963-0154

PHONE: (434) 589-8395



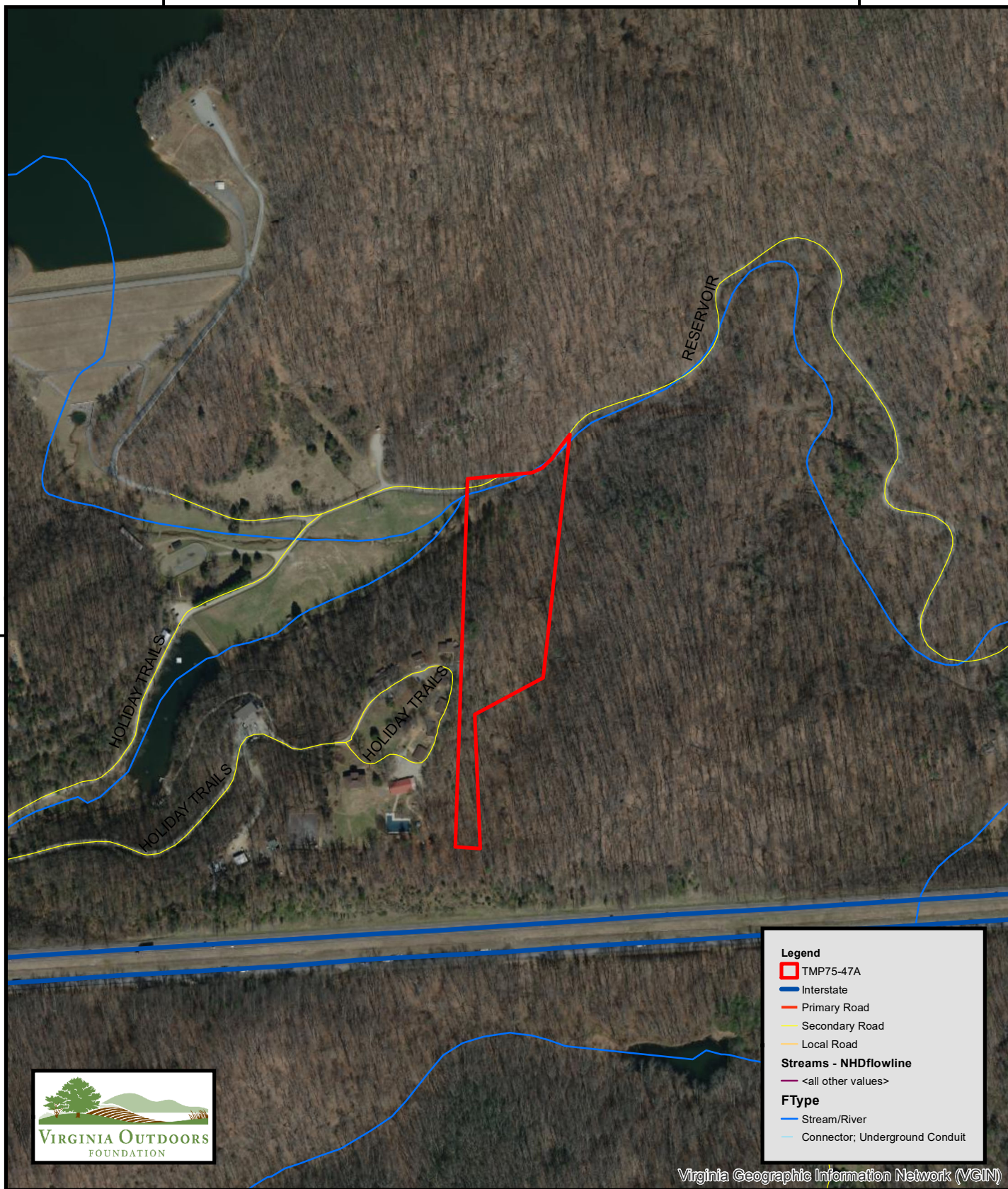


78°33'30"W

78°33'0"W

38°1'30"N

38°1'30"N



Virginia Geographic Information Network (VGIN)

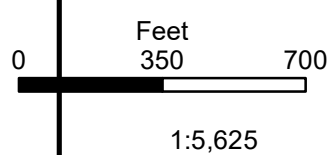
78°33'30"W

78°33'0"W

Projection: Lambert Conformal Conic  
GCS North America 1983  
Datum: D North America 1983

Map created MM/DD/YYYY by YOUR NAME HERE.  
Source data provided by LIST DATA SOURCES HERE.  
Aerial imagery acquired MM/DD/YYYY  
Aerial imagery © Commonwealth of Virginia.  
This map is for general reference and display purposes only.

**Aerial Map**  
Landowner ~ Acres  
County or Control #  
Site Visit Date:





# VIRGINIA REALTORS® CONTRACT FOR PURCHASE OF UNIMPROVED PROPERTY



(This is a legally binding contract. If you do not understand any part of it, please seek competent advice before signing.)

This CONTRACT FOR PURCHASE OF UNIMPROVED PROPERTY made as of January 16, 2020, between Stanislaw J. Makielski, Trustee, Valerie Jean Conner, Trustee, of the Stanislaw J. Makielski and, Valerie Jean Conner Family Trust (the "Seller", whether one or more), whose address is 534 Oakland Ave, Tallahassee, FL 32301, and Rivanna Trails Foundation, BY: J. H. Verkerke, President

(the "Purchaser", whether one or more), whose address is P.O. Box 1786, Charlottesville, Va 22902 provides: The Listing Company (who represents Seller) is Jos. T. Samuels Inc. 707 E Jefferson ST, Charlottesville, Va 22902 and the Selling Company (who  does OR  does not represent Purchaser) is Jos. T. Samuels Inc. 707 E Jefferson Street, Charlottesville, Va 22902

1. **REAL PROPERTY:** Purchaser agrees to buy and Seller agrees to sell the land and all improvements thereon located in the County or City of Albemarle, Virginia and described as (legal description): 5.00 acres shown on a plat by P. Timothy Stanley, Jr. Licensed Surveyor dated June 19, 2018. The Property is also shown on Albemarle Tax Map 75 as Parcel 47A. Being the same Property conveyed to Seller as recorded among the land records of Albemarle County in Deed Book 2305 at Page 394.

and more commonly known as: TBD Reservoir Road, Charlottesville, VA 22901 (the "Property").

2. **PURCHASE PRICE:** The Purchase Price (the "Purchase Price") of the Property is \$95,000.00.  
 This sale shall be in gross, and the Purchase Price shown above shall be the exact sales price.  
 The Purchase Price shall be adjusted at settlement to an exact purchase price of \$ \_\_\_\_\_ per (sq. ft.) (acre). The exact area to be determined by a survey to be made by a licensed surveyor and paid for by \_\_\_\_\_.

The Purchaser shall pay to the Seller at settlement the Purchase Price in cash or by cashier's certified check, subject to the prorations herein and from the following sources:

(a) ~~THIRD PARTY FIRST TRUST:~~ This sale is subject to Purchaser's  obtaining OR  assuming:  a conventional OR  other (describe) (\_\_\_\_\_) loan secured by a first deed of trust lien on the Property in the principal amount of \$ \_\_\_\_\_, or \_\_\_\_\_ % of the Purchase Price bearing interest at a fixed rate not exceeding \_\_\_\_\_ % per year, or at an adjustable rate with an initial rate not exceeding \_\_\_\_\_ % per year and a maximum rate during the term of the loan not exceeding \_\_\_\_\_ % per year, or at the market rate of interest at the time of settlement, amortized over a term of \_\_\_\_\_ years, and requiring not more than a total of \_\_\_\_\_ loan discount points, excluding a loan origination fee, or an assumption fee not exceeding \$ \_\_\_\_\_. (If this contract provides for the assumption of a loan: (i) the parties acknowledge that the balance set forth above is approximate and that the principal amount to be assumed will be the outstanding principal balance on the date of settlement, and (ii) Purchaser shall assume all obligations of Seller under such loan.)

(b) ~~THIRD PARTY SECOND TRUST:~~ As set forth in paragraph 4, this sale is also subject to Purchaser's obtaining a loan secured by a second deed of trust lien on the Property in the principal amount of \$ \_\_\_\_\_, or \_\_\_\_\_ % of the Purchase Price bearing interest at a rate not exceeding \_\_\_\_\_ % per year, amortized as follows \_\_\_\_\_, and requiring not more than a total of \_\_\_\_\_ loan discount points, excluding the origination fee.

(c) ~~SELLER FINANCING:~~ Seller agrees that \$ \_\_\_\_\_ or \_\_\_\_\_ % of the Purchase Price shall be evidenced by a note made by Purchaser payable to Seller bearing interest at a rate of \_\_\_\_\_ % per year amortized as follows \_\_\_\_\_

\_\_\_\_\_. The note shall be secured by a deferred purchase money  first OR  second OR  (specify priority) \_\_\_\_\_ deed of trust lien on the Property. The deed of trust and note shall provide, among other things, that: (i) the note shall be due and payable in full if the Property, or any interest therein, is transferred, sold or conveyed; (ii) Purchaser shall have the right to prepay the note at any time in whole or in part:  with a premium or penalty of \_\_\_\_\_ % of the amount prepaid OR  without premium or penalty; (iii) a lot release schedule shall be provided, if applicable; (iv) a late payment charge not exceeding five \_\_\_\_\_

percent of the payment may be assessed by seller for any payment more than seven (7) calendar days late; (v) a default under the terms of any prior financing shall constitute a default under the note and deed of trust; (vi) the note and deed of trust shall otherwise be in form satisfactory to Seller; (vii) other terms:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If this Contract provides for SELLER FINANCING, then (i) such financing shall be contingent upon review and approval by Seller of a current credit report on each Purchaser and a current personal financial statement of each Purchaser, which documents must be provided to Seller within \_\_\_\_\_ business days following execution of this Contract by both parties; (ii) Purchaser shall properly record applicable deed of trust, at its expense, at settlement; and (iii) Purchaser may not assign this Contract in whole or in part, without the prior written consent of Seller, which Seller shall be under no obligation to give. Any deed of trust securing SELLER FINANCING (i) shall contain a provision requiring the trustees under said deed of trust, without the necessity of obtaining the prior consent or joiner of the noteholder, to release land for easements and rights of ways, and/or land to be dedicated for public use from the above mentioned trust without curtailment and at no cost to Purchaser, provided such releases in their aggregate total less than \_\_\_\_\_ % of the total land area originally encumbered by the deed of trust; (ii) shall provide that Purchaser shall have the right, at any time after settlement, to raze existing improvements, cut, fill, grade, erect improvements and do all other things Purchaser believes necessary in the development of the Property,  with OR  without obligation to make any prepayment on account of the debt secured by the deferred purchase money deed of trust.

(d) **OTHER FINANCING TERMS:** This sale is not contingent on financing.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. ~~DEPOSIT: Purchaser shall make a deposit of \$ \_\_\_\_\_ to be held by \_\_\_\_\_ (the "Escrow Agent") in the form of:  check  cash  other \_\_\_\_\_ (the "Deposit"). Purchaser [select one]:  has paid the Deposit to the Escrow Agent OR  will pay the Deposit to the Escrow Agent within \_\_\_\_\_ days (the "Extended Deposit Date") after the date this Contract is fully executed by the parties. If Purchaser fails to pay the Deposit as set forth herein, then Purchaser shall be in breach of this Contract. At Seller's option and in lieu of all other remedies set forth in this Contract, Seller may terminate this Contract by written notice to Purchaser and neither party shall have any further obligation hereunder.~~

If the Escrow Agent is a Virginia Real Estate Board ("VREB") licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account by the end of the fifth business banking day following the latter of: (i) the date this Contract is fully executed by the parties, or (ii) the Extended Deposit Date. If the Escrow Agent is not a VREB licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account in conformance with applicable Federal or Virginia law and regulations. The Deposit may be held in an interest bearing account and the parties waive any claim to interest resulting from such Deposit. The Deposit shall not be released by the Escrow Agent until (i) credited toward the Purchase Price at settlement; (ii) Seller and Purchaser agree in writing as to its disposition; (iii) a court of competent jurisdiction orders a disbursement of the funds; or (iv) disbursed in such manner as authorized by the terms of this Contract or by Virginia law or regulations. Seller and Purchaser agree that Escrow Agent shall have no liability to any party for disbursing the Deposit in accordance with this paragraph, except in the event of Escrow Agent's negligence or willful misconduct.

If the Property is foreclosed upon while this Contract is pending, the terms of Section 54.1-2108.1 of the Code of Virginia shall apply to the disbursement of the Deposit. Foreclosure shall be considered a termination of this Contract by Seller and, absent any default by Purchaser, the Deposit shall be disbursed to Purchaser.

4. **FINANCING:**

(a) This Contract is contingent upon Purchaser obtaining and delivering to Seller a written commitment or commitments, as the case may be, for the third-party financing or loan assumption required in paragraph 2. Purchaser agrees to make written application for such financing or assumption (including the payment of any required application, credit, or appraisal fees) within five (5) business days of the date of acceptance of this Contract and to diligently pursue obtaining a commitment for such financing.

(b) If Purchaser does not obtain such written commitment and so notifies Seller or Selling Company or Listing Company in writing before 5:00 p.m. local time on \_\_\_\_\_ N/A \_\_\_\_\_, \_\_\_\_\_ (if no date is filled in, the date shall be the same date set forth in paragraph 7), then if Purchaser is otherwise in compliance with the terms of this Contract, this Contract shall terminate upon giving such a notice and the Deposit shall be refunded to Purchaser. If Purchaser does not obtain such a written commitment and notice thereof is not received by the deadline, or such later deadline as the parties may agree upon in writing, then Purchaser's financing contingency set out in subparagraph 4(a) above shall nonetheless continue unless

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Seller gives Purchaser written notice of intent to terminate this Contract. If Seller gives Purchaser such notice, this Contract shall terminate as of 5:00 p.m. local time on the third day following Seller's delivery of such notice to Purchaser unless before that time Purchaser has delivered to Seller a commitment in compliance with the provisions of subparagraph 4(a) above, or a removal of Purchaser's financing contingency and evidence of the availability of funds necessary to settle without such financing.

(c) If the balance of the Purchase Price in excess of the Deposit is to be paid in cash without third party or seller financing. Purchaser shall give the Seller written verification from Purchaser's bank or other sources within fifteen (15) days after the date this Contract is fully ratified that Purchaser has or can have the balance of the Purchase Price in cash not later than the settlement date. If Purchaser fails to give such verification within such time, Seller may terminate this Contract by giving Purchaser written notice thereof within ten (10) days after the date by which verification was to be given.

(d) Unless specified in a written contingency, neither this Contract nor Purchaser's financing is dependent or contingent on the sale or settlement or lease of other real property.

(e) The occurrence of any of the following shall constitute a default by Purchaser under this Contract:

- (i) Purchaser fails to make timely application for any financing provided for hereunder, or to diligently pursue obtaining such financing;
- (ii) Purchaser fails to lock in the interest rate(s) provided for hereunder and the rate(s) increase so that Purchaser no longer qualifies for the financing;
- (iii) Purchaser fails to comply with the lender's reasonable requirements in a timely manner;
- (iv) Purchaser fails to notify the lender, Seller or Listing Company promptly of any material adverse change in Purchaser's financial situation that affects Purchaser's ability to obtain the financing;
- (v) Purchaser does not have the down payment, closing costs or fees, or other funds required to settle as provided in this Contract;
- (vi) Purchaser does or fails to do any act following ratification of this Contract that prevents Purchaser from obtaining the financing; or
- (vii) Purchaser makes any deliberate misrepresentation, material omission, or other inaccurate submission or statement that results in Purchaser's inability to secure the financing.

(f) Purchaser  does OR  does not intend to occupy the Property as a primary residence.

(g) Nothing in this Contract shall prohibit Purchaser from pursuing alternative financing from the financing specified in paragraph 2. Purchaser's failure to obtain the alternative financing shall be at Purchaser's risk, and shall not relieve Purchaser of the consequences set forth in this paragraph 4 should Purchaser fail to pursue, as required in this paragraph 4, the financing set forth in paragraph 2.

5. **LOAN FEES:** Except as otherwise agreed upon in this Contract, Purchaser shall pay all points, loan origination fees, charges and other costs imposed by a lender or otherwise incurred in connection with obtaining the loan or loans. The amount of any contributions Seller agrees to make under this Contract toward Purchaser's loan fees shall include miscellaneous and tax service fees charged by a lender for financing described in this Contract and which by regulation or law Purchaser is not permitted to pay.

6. **TITLE INSURANCE.** Purchaser may, at Purchaser's expense, purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to Settlement and which, though not recorded at the time of recordation of Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage. Purchaser may purchase title insurance at either "standard" or "enhanced" coverage and rates. For purposes of owner's policy premium rate disclosure by Purchaser's lender(s), if any, Purchaser and Seller require that enhanced rates be quoted by Purchaser's lender(s). Purchaser understands that nothing herein obligates Purchaser to obtain any owner's title insurance coverage at any time, including at Settlement, and that the availability of enhanced coverage is subject to underwriting criteria of the title insurer.

7. **SETTLEMENT; POSSESSION:** Settlement shall be made at Charlottesville, VA on or about July 01, 2020. Possession of the Property shall be given at settlement, unless otherwise agreed in writing by the parties. At settlement, Seller will deliver the deed described in paragraph 15, an affidavit acceptable to Purchaser and Purchaser's title insurance company as to parties in possession and mechanic's liens, applicable non-foreign status and state residency certificates and applicable IRS 1099 certificates.

8. **EXPENSES; PRORATIONS; ROLLBACK TAXES:**

(a) Each party shall bear its own expenses in connection with this Contract, except as specifically provided otherwise herein. Seller agrees to pay the expense of preparing the deed and the recordation tax applicable to grantors; all expenses incurred by Purchaser in connection with the purchase, including without limitation title examination, insurance premiums, survey costs, recording costs and the fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent escrow deposits, and other ownership fees, if any, shall be prorated as of the date of settlement.

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(b) Rollback taxes shall be paid as follows: N/A

- 9. **BROKERAGE FEE; SETTLEMENT STATEMENTS:** Seller and Purchaser authorize and direct the settlement agent to disburse to Listing Company and/or Selling Company from the settlement proceeds their respective portions of the brokerage fee payable as a result of this sale and closing under the Contract. Each of Listing Company and/or Selling Company shall deliver to the settlement agent, prior to settlement, a signed written statement setting forth the fee to which such company is entitled and stating how such fee and any additional sales incentives are to be disbursed. Seller and Purchaser authorize and direct the settlement agent to provide to each of Seller, Purchaser, Listing Company and Selling Company a copy of the unified settlement statement for the transaction.
- 10. **BROKER INDEMNIFICATION:** Seller and Purchaser agree to hold harmless Listing Company, Selling Company, the officers, directors and employees, or any real estate broker or salesperson employed by or affiliated with the Listing Company or Selling Company for any delay, or expense caused by such delay, in settlement due to regulatory or legal requirements.
- 11. **STUDY PERIOD:** Purchaser shall have N/A days from the date this Contract is executed by both Purchaser and Seller to determine, through engineering and feasibility studies, whether Purchaser's plan of development of the Property is practical. Purchaser shall contract for such studies within ten (10) days from the date of execution, and deliver to Seller and Listing Company copies of the letter(s) ordering the studies, said letter(s) stipulating that true copies of all studies are to be sent to Seller or Listing Company, simultaneously with delivery to Purchaser. If within such study period Purchaser notifies Seller or Listing Company, in writing, that Purchaser's plan, in Purchaser's sole judgment, is not practical, Purchaser may terminate this Contract and receive a refund of the Deposit and the parties shall have no further liability or obligations hereunder, except as set forth herein. Time shall be of the essence of this provision.
- 12. **SOIL STUDY:** This Contract is contingent for N/A days from date of execution of this Contract by both Purchaser and Seller to allow \_\_\_\_\_ at its expense to obtain a soil study and/or percolation test, which shall lawfully allow for the erection and use of \_\_\_\_\_ on the Property. Such study or test shall be pursued diligently and in good faith and if such study or test reveals that Purchaser's intended use of the Property is not permissible or practicable, Purchaser shall have the right, upon written notice to Seller, to terminate this Contract, in which event the Deposit shall be returned to Purchaser and the parties shall have no further liability or obligations hereunder, except as set forth herein.
- 13. **ACCESS:** Purchaser and Purchaser's agents and engineers shall have the right to enter onto the Property at all reasonable times prior to settlement for purposes of engineering, surveying, title or such other work as is permitted under this Contract, so long as such studies do not result in a permanent change in the character or topography of the Property. Purchaser shall not interfere with Seller's use of the Property, and Purchaser, at Purchaser's expense, shall promptly restore the Property to its prior condition upon completion of Purchaser's studies or work. Purchaser to keep the Property free and clear from all liens resulting from its work, studies, investigations or other activities performed pursuant to this Contract and shall indemnify and hold Seller harmless against any loss or liability to person or property resulting from Purchaser's presence or activities on the Property. This obligation shall service settlement and transfer of title and possession to the Property.
- 14. **RISK OF LOSS:** All risk of loss or damage to the Property by fire, windstorm, casualty, or other cause is assumed by Seller until settlement. In the event of substantial loss or damage to the Property before settlement, Purchaser shall have the option of either (i) terminating this Contract and recovering the Deposit, or (ii) affirming this Contract, in which event Seller shall assign to Purchaser all of Seller's rights under any policy of policies of insurance applicable to the Property.
- 15. **TITLE:** At settlement Seller shall convey the Property to Purchaser by general warranty deed containing English covenants of title (except that conveyance from a personal representative of an estate or from a trustee or institutional lender shall be by special warranty deed), free of all encumbrances, tenancies, and liens (for taxes and otherwise), but subject to such restrictive covenants and utility easements of record which do not materially and adversely affect the use of the Property for Purchaser's intended purposes or render the title unmarketable. If the Property does not abut a public road, title to the Property must include a recorded easement providing adequate access thereto. In the event this sale is subject to a financing contingency under paragraph 2(a) or 2(b), the access to a public road must be acceptable to each lender. If the examination reveals a title defect of a character that can be remedied by legal action or otherwise within a reasonable time, then Seller, at Seller's expense, shall promptly take such action as is necessary to cure such defect. If the defect is not cured within 60 days after Seller receives notice of the defect, then Purchaser shall have the right to (i) terminate this Contract, in which event the Deposit shall be returned to Purchaser, and Purchaser and Seller shall have no further obligations hereunder, or (ii) waive the defect and proceed to settlement with no adjustment to the Purchase Price. If Seller has agreed to cure such defect, the parties agree that the settlement date prescribed in paragraph 7 shall be extended as necessary to enable Seller to cure such title defect, but not for more than 60 days unless agreed by the parties.
- 16. **PROPERTY OWNERS' ASSOCIATION DISCLOSURE:** The Seller represents that the Property [select one]:  is OR  is not located within a development which is subject to the Virginia Property Owners' Association Act (Sections 55.1-1800

et. seq. of the Code of Virginia) (the "Act"). If the Property is within such a development, the Act requires the Seller to obtain from the property owners' association an association disclosure packet and provide it to the Purchaser, or Purchaser's authorized agent. The information contained in the association disclosure packet shall be current as of the specified date on the disclosure packet. The Purchaser may cancel this Contract (a) within 3 days after the date of this Contract, if on or before the date that the Purchaser signs this Contract, the Purchaser receives the association disclosure packet or is notified that the association disclosure packet is not available; (b) within 3 days after receiving the association disclosure packet, if the association disclosure packet is available or notice that the association disclosure packet will not be available is hand delivered, delivered by electronic means, or delivered by a commercial overnight delivery service or the United Parcel Service and a receipt obtained; or (c) within 6 days after the postmark date if the association disclosure packet or notice that the association disclosure packet will not be available is sent to the Purchaser by United States mail. The Purchaser may also cancel this Contract at any time prior to settlement if the Purchaser has not been notified that the association disclosure packet will not be available and the association disclosure packet is not delivered to the Purchaser. Notice of cancellation shall be provided to the Seller (owner) or his agent by one of the following methods: (i) hand delivery; (ii) United States mail, postage prepaid, provided the sender retains sufficient proof of mailing, which may be either a United States postal certificate of mailing or a certificate of service prepared by the sender confirming such mailing; (iii) electronic means provided the sender retains sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming the electronic delivery; or (iv) overnight delivery using a commercial service or the United States Postal Service. In the event of a dispute, the sender shall have the burden to demonstrate delivery of the notice of cancellation. Such cancellation shall be without penalty, and the Seller shall cause any deposit to be returned promptly to the Purchaser, but not later than thirty days from the date of cancellation. Seller shall provide written instructions to the Association for delivery of the disclosure packet to Purchaser or Purchaser's authorized agent. The right to receive the association disclosure packet and to cancel this Contract terminates at settlement. If the Purchaser has received the association disclosure packet, the Purchaser has a right, at Purchaser's sole expense, to request an update of such disclosure packet from the property owners' association. A request for an updated disclosure packet does not extend the cancellation periods set forth above.

17. **CONDOMINIUM DISCLOSURE:** The Seller represents that the Property [select one]:  is OR  is not a condominium resale, which is subject to the Virginia Condominium Act (Section 55.1-1900 et seq. of the Code of Virginia) (the "Condominium Act"). If the Property is a condominium resale, the Condominium Act requires the Seller to obtain from the unit owners' association a resale certificate and provide it to the Purchaser or Purchaser's authorized agent. The information contained in the resale certificate shall be current as of the specified date on the resale certificate. The Purchaser may cancel this Contract (a) within 3 days after the date of this Contract, if on or before the date that the Purchaser signs this Contract, the Purchaser receives the resale certificate; (b) within 3 days after receiving the resale certificate if the resale certificate is hand delivered, delivered by electronic means, or delivered by a commercial overnight delivery service or the United Parcel Service and a receipt obtained; or (c) within 6 days after the postmark date if the resale certificate is sent to the Purchaser by United States mail. Notice of cancellation shall be provided to the Seller (owner) or his agent by one of the following methods: (i) hand delivery; (ii) United States mail, postage prepaid, provided the sender retains sufficient proof of mailing, which may be either a United States postal certificate of mailing or a certificate of service prepared by the sender confirming such mailing; (iii) electronic means provided the sender retains sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming the electronic delivery; or (iv) overnight delivery using a commercial service or the United States Postal Service. In the event of a dispute, the sender shall have the burden to demonstrate delivery of the notice of cancellation. Such cancellation shall be without penalty, and the Seller shall cause any deposit to be returned promptly to the Purchaser, but not later than thirty days from the date of cancellation. Seller shall provide written instructions to the Association for the delivery of the resale certificate to Purchaser or Purchaser's authorized agent. The right to receive the resale certificate and to cancel this Contract terminates at settlement. If the Purchaser has received the resale certificate, the Purchaser has a right, at Purchaser's sole expense, to request from the unit owners' association a resale certificate update or financial update. A request for an updated resale certificate does not extend the cancellation periods set forth above.

18. **NOTICE TO PURCHASER REGARDING SETTLEMENT AGENT AND SETTLEMENT SERVICES:** Choice of Settlement Agent: Chapter 10 (§55.1-1000 et seq.) of Title 55.1 of the Code of Virginia provides that in loans made by lenders and secured by first deeds of trust or mortgages on real estate containing not more than four residential dwelling units, the purchaser or borrower has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's role in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the purchaser will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party. Variation by agreement: The provisions of Chapter 10 (§55.1-1000 et seq.) of Title 55.1 of the Code of Virginia may not be varied by agreement, and rights conferred by this chapter may not be waived. The seller may not require the use of a particular settlement agent as a condition of the sale of the property. Escrow, closing, and settlement service guidelines: The Virginia State Bar issues guidelines to help settlement agents avoid and

prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, the purchaser or borrower is entitled to receive a copy of these guidelines from his settlement agent, upon request, in accordance with the provisions of Chapter 10 (§55.1-1000 et seq.) of Title 55.1 of the Code of Virginia.

To facilitate the settlement agent's preparation of various closing documents, including any HUD-1 or Closing Disclosure, Purchaser hereby authorizes the settlement agent to send such Closing Disclosure to Purchaser by electronic means and agrees to provide the settlement agent Purchaser's electronic mail address for that purpose only.

19. **MECHANICS LIEN NOTICE:**

(a) Virginia law (§ 43-1 et seq.) permits persons who have performed labor or furnished material for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lien or last performed work or furnished materials or (ii) 90 days from the time the construction, removal, or improvement is terminated. **AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT, LEGAL COUNSEL SHOULD BE CONSULTED.**

(b) Seller shall deliver to Purchaser at settlement an affidavit, on a form acceptable to Purchaser's lender, if applicable, signed by Seller that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmens' liens against the Property. If labor or materials have been furnished during the statutory period, Seller shall deliver to Purchaser an affidavit signed by Seller and the person(s) furnishing the labor or materials that the costs thereof have been paid.

20. **NON-BINDING MEDIATION:** In an effort to avoid the expense and delay of litigation, the parties agree to submit any disputes or claims arising out of this Contract, including those involving the Listing Company or the Selling Company, to mediation prior to instituting litigation. Such mediation will be *non-binding*, that is, no party will be obligated to enter into any settlement arising out of mediation unless that settlement is satisfactory to that party. Any settlement the parties enter into will be binding, but if the parties are not able to reach agreement on a settlement, they may resort to arbitration or litigation as if the mediation had never taken place. The mediation will be performed by a mutually-agreeable mediator or mediation service in the area. This agreement to mediate does not apply to foreclosure, unlawful detainer (eviction), mechanics lien, probate, or license law actions. Judicial actions to provide provisional remedies (such as injunctions and filings to enable public notice of pending disputes) are not violations of the obligation to mediate and do not waive the right to mediate.

21. **NOTICE TO PURCHASER(S):** Purchaser should exercise whatever due diligence Purchaser deems necessary with respect to information on sexual offenders registered under Chapter 23 (Section 19.2-987 et seq.) of Title 19.2. Such information may be obtained by contacting your local police department or the Department of State Police, Central Records Exchange at (804) 674-2000 or <http://sex-offender.vsp.virginia.gov/sor/>.

22. **DEFAULT:** If Seller or Purchaser defaults under this Contract, the defaulting party, in addition to all other remedies available at law or in equity, shall be liable for the brokerage fee referenced in paragraph 9 hereof as if this Contract had been performed and for any damages and all expenses incurred by non-defaulting party, Listing Company and Selling Company in connection with this transaction and the enforcement of this Contract, including, without limitation attorneys' fees and costs, if any. Payment of a real estate broker's fee as the result of a transaction relating to the Property which occurs subsequent to a default under this Contract shall not relieve the defaulting party of liability for the fee of Listing Company in this transaction and for any damages and expenses incurred by the non-defaulting party, Listing Company and Selling Company in connection with this transaction. In any action brought by Seller, Purchaser, Listing Company or Selling Company under this Contract or growing out of the transactions contemplated herein, the prevailing party in such action shall be entitled to receive from the non-prevailing party or parties, jointly and severally, in addition to any other damages or awards, reasonable attorneys' fees and costs expended or incurred in prosecuting or defending such action.

23. **OTHER TERMS:** (Use this space for additional terms not covered elsewhere in this Contract.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

24. **BROKERS; LICENSEE STATUS:**

(a) Listing Company and Selling Company may from time to time engage in general insurance, title insurance, mortgage loan, real estate settlement, home warranty and other real estate-related businesses and services, from which they may receive compensation during the course of this transaction, in addition to real estate brokerage fees. The parties acknowledge that Listing Company and Selling Company are retained for their real estate brokerage expertise, and neither has been retained as an attorney, tax advisor, appraiser, title advisor, home inspector, engineer, surveyor, or other professional service provider.

(b) Disclosure of Real Estate Board/Commission licensee status, if any is required in this transaction: None

25. **MISCELLANEOUS:** This Contract may be signed in one or more counter parts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. Documents delivered by facsimile machine shall be considered as originals. Unless otherwise specified herein, "days" mean calendar days. For the purpose of computing time periods, the first day shall be the day following the date this Contract is fully ratified. This Contract represents the entire agreement between Seller and Purchaser and may not be modified or changed except by written instrument executed by the parties. This Contract shall be construed, interpreted and applied according to the laws of the state in which the Property is located and shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. To the extent any handwritten or typewritten terms herein conflict with or are inconsistent with the printed terms hereof, the handwritten and typewritten terms shall control. Whenever the context shall so require, the masculine shall include the feminine and singular shall include the plural. Unless otherwise provided herein, the representations and warranties made by Seller herein and all other provisions of this Contract shall be deemed merged into the deed delivered at settlement and shall not survive settlement.

26. **WIRE FRAUD ALERT.** Criminals are hacking email accounts of real estate agents, title companies, settlement attorneys, and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. Owner is advised to not wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. Owner should not send personal information such as Social Security numbers, bank account numbers, and credit card numbers except through secured email or personal delivery to the intended recipient.

27. **ELECTRONIC SIGNATURES.** <sup>DS</sup>JHV <sup>DS</sup>JSJM <sup>DS</sup>VJC If this paragraph is initialed by both parties, then in accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign, regarding electronic signatures and transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Agreement. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

28. **ACCEPTANCE:** This Contract, when signed by Purchaser, shall be deemed an offer to enter into a bilateral contract. If not accepted by Seller by \_\_\_\_\_ (time), \_\_\_\_\_, \_\_\_\_\_, it shall become null and void.

WITNESS the following duly authorized signatures: (SEPARATE ALL COPIES BEFORE SIGNING BELOW)

**PURCHASER:**

\_\_\_\_\_/\_\_\_\_\_  
DATE PURCHASER

Rivanna Trails Foundation

1/17/2020 / <sup>DocuSigned by:</sup> J. H. Verkerke, President

DATE PURCHASER -4B07E98DA1CB499...

BY: J. H. Verkerke, President

\_\_\_\_\_/\_\_\_\_\_  
DATE PURCHASER

\_\_\_\_\_/\_\_\_\_\_  
DATE PURCHASER

**SELLER:**

1/17/2020 / <sup>DocuSigned by:</sup> Stanislaw J. Makielski, Trustee

DATE SELLER 4F42EA4D57DA4EA... Stanislaw J. Makielski, Trustee

1/17/2020 / <sup>DocuSigned by:</sup> Valerie Jean Conner, Trustee

DATE SELLER 05E99602E3D440F...

Valerie Jean Conner, Trustee

\_\_\_\_\_/\_\_\_\_\_  
DATE SELLER of the Stanislaw J. Makielski and

\_\_\_\_\_/\_\_\_\_\_  
DATE SELLER Valerie Jean Conner Family Trust

Receipt of deposit per paragraph 3 above is hereby acknowledged.  
\_\_\_\_\_/\_\_\_\_\_



For information purposes only:

Selling Company's Name and Address:

**Jos. T. Samuels Inc.**  
 707 E Jefferson Street  
 Charlottesville, Va 22902  
 Office Phone: (434)981-3322 Fax: (540)301-5533  
 MLS Broker Code: Office ID No.  
 Agent Name: **Joseph T. Samuels, Jr.**  
 Agent ID. No.:  
 Agent E-mail address: **joe@jtsamuels.com**

Listing Company's Name and Address:

**Jos. T. Samuels Inc.**  
 707 E Jefferson ST  
 Charlottesville, Va 22902  
 Office Phone: (434)981-3322 Fax: (540)301-5533  
 MLS Broker Code: Office ID No.  
 Agent Name: **Joseph T. Samuels, Jr.**  
 Agent ID. No.:  
 Agent E-mail address:

This Contract has been executed by Purchaser and Seller as of \_\_\_\_\_, \_\_\_\_\_.  
 Listing Firm **Jos. T. Samuels Inc.**; Selling Firm **Jos. T. Samuels Inc.**

<sup>DS</sup> SMT <sup>DS</sup> VJCT <sup>DS</sup> JHV

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VIRGINIA REALTORS®  
ADDENDUM TO Contract of Purchase



This ADDENDUM which is attached to and made a part of the Contract of Purchase  
(the "Agreement") dated January 16, 2020, between Stanislaw J. Makielski, Trustee, Valerie Jean Conner, Trustee, of the Stanislaw J. Makielski and , Valerie Jean Conner Family Trust  
(Seller) and Rivanna Trails Foundation, BY: J. H. Verkerke, President  
("Purchaser") for the Property, whose address is: TBD Reservoir Road, Charlottesville, VA 22901

This Addendum provides as follows:

1. This Contract may be assigned to the City of Charlottesville or Piedmont Environmental Council.
2. Until July 1, 2020 this Contract is contingent upon:
  - (a) approval and/or commitment by the City of Charlottesville to take title to the Property.
  - (b) Purchaser raising sufficient funds to complete the purchase. Purchaser agrees to make a diligent and good faith effort to raise such funds.

The contingencies in Para. 2 above automatically expire on July 1, 2020 at which time Purchaser is not obligated to complete the purchase and the Parties hereto agree to execute a Virginia Association of Realtors Release of Contract Amendment wherein the Earnest Money Deposit is returned to Purchaser. Purchaser may remove the Contingencies by delivering Notice to Seller's broker Joseph T. Samuels, Jr., at joe@jtsamuels.com. Upon receipt of such Notice Seller and Purchaser shall proceed to Settlement within thirty (30) days under the terms and conditions provided for in the body of this Contract.

**PURCHASER:**

DATE / SIGNATURE  
 1/17/2020 / Rivanna Trails Foundation  
DocuSigned by:  
J. H. Verkerke, President  
 DATE / SIGNATURE  
 BY: J. H. Verkerke, President

DATE / SIGNATURE

DATE / SIGNATURE

**SELLER:**

1/17/2020 / Stanislaw J. Makielski, Trustee  
DocuSigned by:  
 DATE / SIGNATURE  
 1/17/2020 / Stanislaw J. Makielski, Trustee  
DocuSigned by:  
 DATE / SIGNATURE  
Valerie Jean Conner, Trustee  
 DATE / SIGNATURE  
 of the Stanislaw J. Makielski and  
 DATE / SIGNATURE  
 Valerie Jean Conner Family Trust

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**DISCLOSURE OF BROKERAGE RELATIONSHIP  
EXPLANATION TO CONSUMERS**



Real estate licensees in Virginia are required by law to make prompt written disclosure of any brokerage relationship to members of the public who are unrepresented. Licensees must also make written disclosures and obtain timely written consents from their clients before entering into other brokerage relationships. The attached form is provided to you to satisfy these requirements and to help you understand the nature of the brokerage relationship of the licensee.

**THE LICENSEE'S DUTIES**

A licensee must have a written brokerage agreement to represent a client and a licensee owes his client certain duties. A licensee who is not representing you in a transaction can nonetheless provide you other valuable information and assistance. However, you should always keep in mind whom the licensee represents in your transaction, and thus to whom that licensee owes the duties described below.

**WHOM DOES THE LICENSEE REPRESENT?**

In any real estate transaction, a licensee may represent the seller, the buyer, or, under certain circumstances, both seller and buyer.

The Seller	A licensee represents a seller via a written brokerage agreement called a listing agreement, in which case the licensee owes his primary responsibilities to the seller. The licensee must disclose his relationship with the seller whenever dealing with an unrepresented buyer. The licensee is also allowed to assist an unrepresented buyer with ministerial duties - such as filling in the blanks of a contract and holding the escrow deposit.
The Buyer	If a buyer desires to be represented by a licensee, then the buyer and the licensee must enter into a written brokerage agreement by which the licensee agrees to represent the interests of the buyer. The licensee must disclose his relationship with the buyer whenever dealing with an unrepresented seller. Furthermore, the licensee may perform ministerial duties for an unrepresented seller - such as delivering offers and counteroffers.
The Buyer and The Seller	A licensee and his firm may represent both the buyer and the seller in a particular transaction, but only with the informed written consent of both the buyer and the seller. A licensee representing both the buyer and seller in a dual capacity is necessarily limited in his ability to represent either the buyer or seller fully and exclusively. The licensee must safeguard the confidentiality of any information obtained within the confidentiality and trust of the brokerage relationship, unless disclosure of such information is required by law. Specifically, the licensee must not tell the buyer that the seller will accept a price lower than the listing price, nor tell the seller that the buyer will pay a price higher than the price offered.
Designated Licensees	Virginia law also permits a principal or supervising broker to designate different licensees affiliated with the broker to represent different clients in the same transaction. Designated agency/representation requires informed written consent from both parties. Unlike the dual relationship discussed in the previous paragraph, these designated licensees represent only the interest of their respective clients, and may therefore represent those interests fully. The principal or supervising broker who is supervising the transaction will be considered dual broker of both seller and buyer. Designated licensees may not disclose, except to their broker, personal or financial information received from the clients during the brokerage relationship and any other information a client requests to be kept confidential, unless required by law to be disclosed or the client consents to its disclosure in writing.

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DS DS DS  
SJM T VJCT JHV



VIRGINIA ASSOCIATION OF REALTORS®
DISCLOSURE OF DESIGNATED AGENCY OR REPRESENTATION\*
IN A RESIDENTIAL REAL ESTATE TRANSACTION

Property Address (if applicable): TBD Reservoir Road
Charlottesville, VA 22901

The undersigned do hereby acknowledge disclosure that Jos. T. Samuels, Inc.
(Brokerage Firm) represents more than one party in this residential real estate transaction:

- [X] Seller(s) and Buyer(s)
[ ] Landlord(s) and Tenant(s)

The undersigned understand that the foregoing dual agent or representative (Broker) may not disclose to either client or such client's designated agent or representative any information that has been given to the dual agent or representative by the other client within the confidence and trust of the brokerage relationship except for that information which is otherwise required or permitted by Article 3 (§ 54.1-2130 et seq.) of Chapter 21 of Title 54.1 of the Code of Virginia to be disclosed.

The principal or supervising broker has assigned (Broker or Salesperson) to act as Designated Agent or Representative for the [ ] Seller OR [ ] Landlord as a (select one below):

- [ ] Standard Agent OR [ ] Limited Service Agent OR [ ] Independent Contractor

The principal or supervising broker has assigned (Broker or Salesperson) to act as Designated Agent or Representative for the [ ] Buyer OR [ ] Tenant as a (select one below):

- [ ] Standard Agent OR [ ] Limited Service Agent OR [ ] Independent Contractor

The undersigned by signing this notice do hereby acknowledge their consent to the disclosed designated representation by the licensee.

SELLER/LANDLORD BUYER/TENANT
1/17/2020 Stanislaw J. Makielski, Trustee Rivanna Trails Foundation

SELLER/LANDLORD BUYER/TENANT
1/17/2020 Valerie Jean Conner, Trustee J. H. Verkerke, President

\*"Designated Agency" means representing a client as a standard agent or as a limited service agent. "Designated Representation" means representing a client as an independent contractor.

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



<b>Agenda Date:</b>	November 2, 2020
<b>Action Requested:</b>	Appropriation
<b>Presenter:</b>	Kaki Dimock, Director, Department of Human Services
<b>Staff Contacts:</b>	Shayla Givens, Department of Human Services Kaki Dimock, Director, Department of Human Services
<b>Title:</b>	<b>Runaway Emergency Shelter Program Grant - \$209,444</b>

**Background:**

In FY2020 the Human Services Department, in partnership with ReadyKids, applied for and received a 3 year grant from the Department of Health and Human Services Administration for Children and Families in the amount of \$200,000 in federal funds and \$22,222 in local matching funds. In FY2021, the first year of the grant, the local match will be met with a transfer of \$9,444 from the Human Services Department for a total appropriation of \$209,444. An in-kind match of \$12,778 from ReadyKids, to provide Runaway Emergency Shelter Program (R.E.S.P.) services, will be applied to the grant as well.

**Discussion:**

The funds support services that provide emergency shelter, counseling and after care services for youth in crisis for the purpose of keeping them safe and off the streets, with a goal of reunification with family. Funded services will include: emergency shelter available 24 hours per day, 7 days a week; individual and family counseling to help resolve conflict and develop new communication skills to facilitate reunification with the family; and additional support services that help youth build meaningful connections with their community and encourage positive youth development. This collaborative initiative anticipates serving 36 youth through the shelter program, 360 youth through the counseling program, and 525 youth through the hotline over the course of the three year grant period.

**Alignment with City Council's Vision and Strategic Plan:**

The Runaway Emergency Services Program grant aligns with the City of Charlottesville's Strategic Plan – Goal 2: A Healthy and Safe City; Objective 2.3: Improve community health and safety outcomes by connecting residents with effective resources.

**Community Engagement:**

In order to increase prevention services, R.E.S.P. staff conduct extensive outreach efforts, particularly in area schools reaching out to youth through a variety of activities including presentations to health classes and at tables during lunch.

**Budgetary Impact:**

There is no impact to the General Fund. The grant will be appropriated and expensed from the grants fund. There is a local match of \$22,222, that the Human Service's Department will provide in cash (\$9,444) and that ReadyKids will provide as an in-kind match (\$12,778). The cash match of \$9,444 will come from funding that was previously appropriated as part of the FY21 Human Services budget.

**Recommendation:**

Staff recommends approval and appropriation of funds.

**Alternatives:**

If the funds are not appropriated, the grant would not be received and the Runaway Emergency Shelter Program services would not be provided.

**Attachments:**

Appropriation

**APPROPRIATION**  
**Runaway Emergency Shelter Program**  
**\$209,444**

**WHEREAS**, the City of Charlottesville has been awarded \$200,000 from the Department of Health and Human Services Administration for Children and Families with cash match of \$9,444 provided by the Human Services Fund and in-kind match of \$12,778 provided by ReadyKids;

**WHEREAS**, the funds will be used to operate the Runaway Emergency Shelter Program through a partnership between the Human Services Department and ReadyKids. The grant award covers the period from September 30, 2020 through September 29, 2021;

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the sum of \$209,444 is hereby appropriated in the following manner:

**Revenue – \$209,444**

\$200,000	Fund: 211	Internal Order: 1900391	G/L Account: 431110
\$ 9,444	Fund: 211	Internal Order: 1900391	G/L Account: 498010

**Expenditures - \$209,444**

\$ 69,948	Fund: 211	Internal Order: 1900391	G/L Account: 519999
\$125,000	Fund: 211	Internal Order: 1900391	G/L Account: 530010
\$ 14,496	Fund: 211	Internal Order: 1900391	G/L Account: 599999

**Transfer - \$9,444**

\$ 9,444	Fund: 213	Cost Center: 3413003000	G/L Account: 561211
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**BE IT FURTHER RESOLVED**, that this appropriation is conditioned upon the receipt of \$200,000 from the Department of Health and Human Services Administration for Children and Families.



CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA



Agenda Date:	November 2, 2020
Action Required:	Appropriation
Presenter:	Maribel Street, Emergency Management Coordinator
Staff Contacts:	Symia Tabron, Accountant
<b>Title:</b>	<b>Local Emergency Management Performance Grant (L.E.M.P.G.) - \$7,500</b>

**Background:**

The Virginia Department of Emergency Management has allocated \$7,500 in 2019 Emergency Management Performance Management Grant (L.E.M.P.G.) funding from the Federal Emergency Management Agency to the City of Charlottesville. The locality share is \$7,500, for a total project of \$15,000.

**Discussion:**

The City of Charlottesville is the grant administrator for this grant, which will be passed to the Office of Emergency Management at the Charlottesville-U.V.A.-Albemarle County Emergency Communications Center. The grant award period is July 1, 2019 to June 30, 2020. The objective of the L.E.M.P.G. is to support local efforts to develop and maintain a Comprehensive Emergency Management Program. The 2019 L.E.M.P.G. funds will be used by the Office of Emergency Management to enhance local capabilities in the areas of planning, training and exercises, and capabilities building for emergency personnel and the whole community.

**Alignment with City Council's Vision and Strategic Plan:**

This emergency management program supports City Council's America's Healthiest City vision, specifically, "Our emergency response system is among the nation's best," as well as Goal 2 of the Strategic Plan, specifically sub-elements 2.1 (Provide an effective and equitable public safety system) and 2.4 (Ensure families and individuals are safe and stable). Maintaining our response and recovery capability is an on-going process that requires regular planning discussions and well as training and exercising with community response partners. Citizen preparedness, including awareness of local hazards and actions they can take to survive and recover from an emergency is a critical part of the local response system.

**Community Engagement:**

The L.E.M.P.G. engages the community through public outreach efforts led by the Office of Emergency Management. Increasing citizen awareness of hazards and promoting steps individuals can take to prepare for, respond to, and recover from emergency situations is a critical priority for the Office of Emergency Management. Community outreach efforts include presenting on preparedness to community groups and designing and implementing targeted messaging through various media. This funding allows the Assistant Emergency Manager to dedicate additional time in support of this mission.

**Budgetary Impact:**

This has no impact on the General Fund. The funds will be expended and reimbursed to a Grants fund. The locality match of \$7,500 will be covered with an in-kind match from the Office of Emergency Management budget.

**Recommendation:**

Staff recommends approval and appropriation of grant funds.

**Alternatives:**

If grants funds are not appropriated, the Office of Emergency Management will not be able to completely fund the full-time salary for the Assistant Emergency Management Coordinator. A reduction in time for this position will negatively impact the quantity and quality of public outreach on emergency preparedness to community members.

**Attachments:**

Appropriation

**APPROPRIATION**  
**2019 Local Emergency Management Performance Grant (LEMPG)**  
**\$7,500**

**WHEREAS**, the City of Charlottesville has received funds from the Virginia Department of Emergency Management in the amount of \$7,500 in federal pass through funds and \$7,500 in local in-kind match, provided by the Charlottesville-UVA-Albemarle Emergency Communications Center Office of Emergency Management; and

**WHEREAS**, the funds will be used to support programs provided by the Office of Emergency Management; and

**WHEREAS**, the grant award covers the period from July 1, 2019 through June 30, 2020;

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the sum of \$7,500 is hereby appropriated in the following manner:

**Revenue – \$7,500**

\$7,500      Fund: 209      I/O: 1900380      G/L: 430120 State/Fed pass thru

**Expenditures - \$7,500**

\$7,500      Fund: 209      I/O: 1900380      G/L: 510010 Salaries

**BE IT FURTHER RESOLVED**, that this appropriation is conditioned upon the receipt of \$7,500 from the Virginia Department of Emergency Management, and the matching in-kind funds from the Charlottesville-UVA-Albemarle Emergency Communications Center Office of Emergency Management.

CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA



Agenda Date:	November 2, 2020
Action Required:	Consideration of a Zoning Text Amendment
Presenter:	Missy Creasy, Assistant Director, NDS
Staff Contacts:	Read Brodhead, Zoning Administrator, NDS Craig A. Fabio, Asst. Zoning Administrator, NDS Lisa Robertson, Acting City Attorney
Title:	<b><u>ZT20-10-02</u></b> – Family Day Home

**Background:**

At the July 2020 Planning Commission meeting, the following Zoning Text Amendment request was initiated:

*A Zoning Text Initiation to make family day homes for up to 12 children by right uses in all zoning districts and exempt them from off street parking requirements, and to also ask staff to develop standard drop off and pick up code to ensure safety given this change. In addition, make all efforts to administratively speed up childcare applications.*

Staff took two different routes for review of this item including state and local actions. Ms. Robertson contacted the City Council’s legislative subcommittee about this matter and worked to develop more specific recommendations for Delegate Hudson and Senator Deeds, as to which of the state regulations the City contemplates might be most easily [and safely] relaxed during COVID. Legislative items must come from Council directly. In addition, Ms. Robertson put together an informational/ background memo for the PC and council subcommittee on this issue which was sent on July 22, 2020. The request for changes required at the state level has been submitted and feedback is forthcoming.

In addition to state level consideration, staff reviewed the city code provisions and state code updates and drafted language for consideration that would bring our local ordinance up to date and provide for additional allowances for larger family day homes. Please note that any state

code requirement currently in place is allowable regardless of the outdated language we have in the current city code. Staff provided draft ordinance language for discussion at the September 9, 2020 Planning Commission meeting and held a joint public hearing on October 13, 2020 on the request as updated from September discussion. The Planning Commission recommended approval on October 13, 2020.

### **Proposed Zoning Text Changes**

Revise **§34-420, 34-480, and 34-796 Use Matrixes** as follows:

- Amend to allow Family day home (1-4 children) as a by-right use in all zoning districts which allow residential use.
- Amend to allow Family day home (5-12 children) as a provisional use in all districts which allow for residential use.

Revise **§34 Article IX. Generally Applicable Regulations, Division 9. Standards for Provisional Use** as follows:

- Provide regulations for family day home (5-12 children) by provisional use.

Revise **§34-1200. Definitions.** as follows:

- Amend the definition for “Family day home” to confirm a lawfully established residential use prior to implementing a family day home.
- Amend the definition for “Occupancy, residential” to clarify that the family day home (1-4 children) use is considered residential occupancy.

### **Discussion:**

#### **Overview of Staff Analysis**

Staff recommended approval of the proposed zoning text amendment.

- Staff reviewed the city code provisions and state code updates and drafted language for consideration that would bring our local ordinance up to date and provide for additional allowances for larger family day homes. Please note that any state code requirement currently in place is allowable regardless of the outdated language we have in the current city code. This would also broaden the locations where this use can be considered. In

addition, larger family day homes must currently go through a special use permit process which is long and costly and a provisional use permit process would streamline that yet provide for similar oversight and public engagement requirements.

- The 2013 Comprehensive Plan provides provisions for updating regulations to support uses that provide for economic vitality.
- Staff believes the proposed regulations are in line with the goals of the 2013 Comprehensive Plan.

### **Planning Commission**

At the September 9<sup>th</sup> Work session, the Planning Commission discussion focused on hours of operation for the provisional use permit and providing as much flexibility as possible.

At the public hearing on October 13, 2020, Commissioners asked for background on the hours of operation proposal. Staff noted that the proposal was in line with providing flexibility and noted that if conditions in the future change that it could be reviewed at that time. There was also a question concerning provisional use verses by right in some districts for Family Day Home (5-12 children) and it was noted that with the change in number of children requirements due to updates in state legislation that this was an ideal opportunity to streamline the requirements.

### **Alignment with City Council's Vision Areas and Strategic Plan:**

The proposed zoning text amendment aligns with the City Council Vision of **Economic Sustainability**, as it will provide for additional options for in home entrepreneurship.

The proposed changes align with **Strategic Plan, Goal 1.4 and Goal 4.3** as it can increase opportunities for new family day homes as well as opportunities to expand existing family day home opportunities.

### **Community Engagement:**

No public comment was provided at the public hearing.

### **Budgetary Impact:**

No budgetary impact.

### **Recommendation:**

The Commission took the following action:

Commissioner Solla-Yates moved to recommend approval of this zoning text amendment to the text of Chapter 34 (Zoning Ordinance) of the City of Charlottesville, 1990, as amended, to provide updates to family day home uses to include Section 34-420, 34-480, and 34-796 Use Matrixes to allow family day home (1-4 children) as a by-right use in all zoning districts which allow residential use, to allow family day home (5-12 children) as a provisional use in all districts which allow for residential use, to update Section 34-1200: Definitions under “Family day home” to confirm a lawfully established residential use prior to implementing a family day home and under “Occupancy, residential” to clarify that the family day home (1-4 children) use is considered residential occupancy, and to add a Section to Article IX. Generally Applicable Regulations, Division 9. Standards for Provisional Use to provide regulations for family day home (5-12 children) by provisional use on the basis that the changes would serve the interests of public necessity, convenience, general public welfare and good zoning practice. Seconded by **Commissioner Dowell**. *Motion is Approved 7-0.*

**Alternatives:**

City Council has several alternatives:

- (1) by motion, take action to approve the attached ordinance (granting the ZTA);
- (2) by motion, request changes to the attached ordinance, and then approve the ZTA in accordance with the amended ordinance;
- (3) by motion, deny the requested ZTA (as recommended by the Planning Commission).

**Attachment:**

- (1) Proposed Ordinance Approving a Zoning Text Amendment
- (2) Planning Commission Staff Report with Attachments, October 13, 2020  
(<https://www.charlottesville.gov/1077/Agendas-Minutes> Page 4)

**ORDINANCE**  
**AMENDING AND RE-ENACTING THE CODE OF THE CITY OF**  
**CHARLOTTESVILLE, CHAPTER 34 (ZONING) TO ESTABLISH UPDATED**  
**REGULATIONS FOR FAMILY DAY HOMES**

**WHEREAS**, the Planning Commission initiated a zoning text amendment proposing amendments to the City’s zoning ordinance, provisions regulating family day homes (“Proposed Zoning Text Amendment”); and

**WHEREAS**, a joint public hearing on the Proposed Zoning Text Amendment was held by the Planning Commission and City Council on October 13, 2020, after notice to the public as required by law, and, following conclusion of the public hearing, the Planning Commission voted to recommend approval of the Proposed Zoning Text Amendment for the public necessity, convenience, general welfare or good zoning practice; and

**WHEREAS**, after consideration of the Planning Commission’s recommendation, the City staff report and recommendations therein given, and the public comment received, this Council is of the opinion that that the Proposed Zoning Text Amendment, as recommended by the Planning Commission, has been designed to give reasonable consideration to the purposes listed in Sec. 15.2-2283 of the Code of Virginia (1950), as amended, and this Council hereby finds and determines that the public necessity, convenience, general welfare and good zoning practice require the Proposed Zoning Text Amendment; now, therefore,

**BE IT ORDAINED** by the Council of the City of Charlottesville, Virginia that Chapter 34 of the Code of the City of Charlottesville (1990), as amended, is hereby amended and re-enacted as follows:

**1. Amend the provisions of §34-420 (Use matrix—Residential zoning districts), as follows:**

Residential Zoning Districts											
Family day home	R-1	R-1U	R-1S	R-1SU	R-2	R-2U	R-3	R-UMD	R-UHD	MR	MHP
1-4 <del>1-5</del> children	B	B	B	B	B	B	B	B	B	B	B
5-12 <del>6-12</del> children	S P	S P	S P	S P	S P	S P	B P	P	P	B P	P



**2. Amend the provisions of §34-480 (Use matrix—Commercial districts), as follows:**

Commercial Zoning Districts						
Family day home	B-1	B-2	B-3	M-I	ES	IC
1-4 <del>1-5</del> children	B	B	B	B		B
5-12 <del>6-12</del> children	B P	B P	B P	P		P

**3. Amend the provisions of §34-796 (Use matrix—Mixed use corridor districts), as follows:**

Mixed Use Zoning Districts														
Family day home	D	DE	DN	WME	WMW	CH	HS	NCC	HW	WSD	URB	SS	CD	CC
1-4 <del>1-5</del> children	B	B	B	B	B	B	B	B	B	B	B	B	B	B
5-12 <del>6-12</del> children	P	P	P	P	P	P	P	P	P	P	P	P	P	P

**4. Amend §34-1200, the definitions of “family day home” and “residential occupancy”, as follows:**

*Family day home* means a child care program serving one (1) to twelve (12) children under the age of thirteen (13) (exclusive of the provider's own children and any children who reside in the home), where such program is offered in the **lawfully established** residence of the provider or the **lawfully established** residence of any of the children in care. Any program serving more than twelve (12) children shall be considered a child daycare facility.

*Occupancy, residential* for purposes of this zoning ordinance, this term refers to the number of persons who may reside together within one (1) dwelling unit, as a single housekeeping unit. Each of the following shall be deemed a single housekeeping unit: (i) one (1) person; (ii) two (2) or more persons related by blood or marriage, together with any number of their children (including biological children, stepchildren, foster children, or adopted children); (iii) two (2) persons unrelated by blood or marriage, together with any number of the children of either of them (including biological children, stepchildren, foster children, or adopted children); (iv)

within certain designated university residential zoning districts: up to three (3) persons unrelated by blood or marriage; (v) within all other residential zoning districts: up to four (4) persons unrelated by blood or marriage; (vi) group homes, residential facilities and assisted living facilities, as defined in the Code of Virginia, § 15.2-2291, which are licensed by the department of social services or the department of behavioral health and developmental services and which are occupied by no more than eight (8) mentally ill, mentally retarded, developmentally disabled, aged, infirm, or disabled persons together with one (1) or more resident counselors; (vii) a group of persons required by law to be treated as a single housekeeping unit, in accordance with the Federal Fair Housing Act, or a similar state law. **A family day home that serves one (1) to (4) four children shall be considered part of a residential occupancy by a single family.**

**5. Add a new §34-1176, as follows:**

§34-1176.—Family day home (5-12 children).

A provisional use permit that authorizes a family day home serving five (5) to twelve (12) children shall be subject to the following regulations:

1. Each provisional use permit for a family day home will be valid from January 1 (or such other date during a calendar year on which such permit is issued) through December 31 of the calendar year in which the permit is issued.
2. The operator of the family day home must reside at the property as his/her primary residence, or must be caring for children who reside within the residence.
3. No clients or employees shall be allowed to visit the property on which a family day home is conducted earlier than 6:00 a.m. or later than 11 p.m. The family day home may operate up to 12 hours within each 24 hour period.
4. Applicants for a family day home provisional use permit must obtain, and provide to the zoning administrator:
  - a. A copy of a valid city business license (or a statement from the commissioner of revenue that no city business license is required)
  - b. A copy of a valid state license. Following initial issuance of the provisional use permit, the operator shall keep the zoning administrator supplied with a valid state license at all times while the provisional use permit is valid.
  - c. A traffic safety plan that addresses drop-off and pick-up procedures related to automotive traffic.

5. In addition to the resident(s) of the dwelling, not more than one (1) other individual may be engaged in the activities of the family day home on the property at any given time.
6. One (1) exterior sign, of dimensions no greater than two (2) square feet, may be placed on the exterior of the dwelling or an accessory structure to indicate the presence of the family day home. The sign shall not be lighted.
7. A provisional use permit for a family day home may be revoked by the zoning administrator should a permit holder fail to maintain compliance with any of the regulations set forward in this section. An operator whose provisional use permit has been revoked pursuant to this paragraph shall not be permitted to apply for a new permit for any location for one calendar year after the end of the permit term.
8. Once an application requesting a provisional use permit is received by the zoning administrator, notification shall be sent by registered or certified letter to the last known address of each adjacent property owner. If the zoning administrator receives no written objection from a person so notified within 30 days of the date of sending the letter and determines that the family day home otherwise complies with the provisions of the ordinance and all other applicable local ordinances, the zoning administrator shall issue the permit. If the zoning administrator receives a written objection from a person so notified within 30 days of the date of sending the letter and determines that the family day home otherwise complies with the provisions of the ordinance, the zoning administrator shall consider such objection and may (i) issue or deny the permit or (ii) refer the permit to the local governing body for consideration.

CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA



Agenda Date:	November 16, 2020
Action:	Approval
Presenter:	Chris Cullinan, Director of Finance
Staff Contacts:	Kaki Dimock, Director of Human Services Chris Cullinan, Director of Finance
<b>Title:</b>	<b>Allocation of \$100,000 of CARES Contingency Reserve to Provide Assistance to Employees Laid Off During Pandemic</b>

**Background:**

During its regularly scheduled meeting on October 5, 2020, City Council established a CARES Contingency Reserve of \$625,000. On October 19, 2020, City Council allocated a significant amount of this reserve to specific COVID-related expenses, in accordance with staff recommendations relating to requests received from various entities. On November 2, 2020, City Council allocated an additional \$54,750 to The Bridge Ministry.

\$155,000 remains in the CARES Round 2 Contingency Reserve.

Due to a difficult and necessary reduction in force required by the COVID-19 pandemic, 228 staff were laid off for lack of work activities. City Council and City leadership have expressed concerns for these employees in several council meetings. Staff request approval to use \$100,000 of the remaining CARES Contingency Reserve funds to support these former employees.

**Discussion:**

At the city manager's request, staff have developed a model for financial assistance for employees laid off by the city's reduction in force due to COVID-19. Eligibility and amount of financial assistance will be determined as follows:

- Human Resources sends notice of potential eligibility for financial assistance to designated 228 staff members

- Employee seeking assistance contacts designated Human Services staff person for screening
- Employee is identified as one of the 228 staff laid off due to COVID-19 by the Human Resources department
- Employee annual income information is collected and determines amount of assistance:
  - Employees with household income below 50% Area Median Income may receive up to \$750
  - Employees with household income below 30% Area Median Income may receive up to \$1000
- A list of approved assistance payments is provided to Finance Department to process

As always, current and former employees that qualify are welcome to seek emergency financial assistance through the Pathways fund or Virginia’s Rent and Mortgage Relief Program.

**Alignment with Council Vision Areas and Strategic Plan:**

This action aligns with the Council’s Vision of Economic Stability and as a Great Place to Live for All of Our Citizens. It also aligns with the City Council’s Strategic Plan Goals.

**Budgetary Impact:**

There is no direct impact on the City’s budget. A second round of CARES funds in the amount of \$4,123,776 has been received from the Commonwealth, of which City Council appropriated \$625,000 for a Contingency Reserve (approximately 15%). Sufficient funds remain in the Contingency Reserve.

All funds are subject to conditions established by the U.S. Treasury and the Commonwealth and must be expended for eligible expenditures incurred between March 1, 2020 and December 30, 2020. Any unused funds must be returned.

**Recommendation:**

Staff recommends approval to use remaining CARES Contingency Reserve Funds in the amount of \$100,000 to provide financial assistance to city employees laid off due to the reduction in force made necessary by the COVID-19 pandemic.

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



<b>Agenda Date:</b>	November 16, 2020
<b>Action Required:</b>	No Action Required (Report Only)
<b>Presenter:</b>	Brennen Duncan, City Traffic Engineer
<b>Staff Contacts:</b>	Brennen Duncan, City Traffic Engineer
<b>Title:</b>	<b>Traffic Safety Report</b>

**Background**

Over the past few months, several traffic calming/safety issues have been sent to City Council. This report will discuss those issues, steps that staff has already taken to address, and some longer term possible solutions that would need council support in the Capital Improvement Program (CIP).

**History/Discussion**

- The first issue was a petition sent to City Council on July 24<sup>th</sup> for traffic calming along Cherry Avenue. The city had already planned on performing a traffic study along Cherry Avenue as part of the Small Area Plan that was completed. Due to COVID-19, that study had been postponed as traffic patterns had not yet returned to normal. Traffic has still not fully returned to normal, but Traffic Engineering had counts taken the week of November 2nd and will be preparing a report about the state of Cherry Avenue and what recommendations might be appropriate for both the commercial area east of Roosevelt Brown and also the residential area to the west.
- The second issue that was brought up on September 14th was traffic calming issues on Willard Drive in the Fry Spring neighborhood. These issues were regarding the noise generated by the speed bumps along the roadway, truck traffic, vegetation blocking signage, and poor placement of speed limit signs.

In 2008, the residents in the area started the traffic calming process as outlined in the City’s Traffic Calming handbook. At that time, it was determined that there was not a speeding issue, but there was a cut-through issue, and as such, speed bumps were installed.

Staff has addressed all of the signage issues clearing away overgrowth, moving the speed limit sign, and adding “No Truck” signage to the major roadways before they would reach Willard. As previously stated, the installation of the speed bumps were after working through the traffic calming process. Currently there is no process for what to do if a neighborhood wants to remove traffic calming measures. Staff has reviewed this and is recommending that we amend the traffic calming handbook to mimic the process for installation, but to stipulate that the process for removal could not be started until those devices had been installed for at least 10 years.

- The third and final issue is regarding the safety along 5<sup>th</sup> Street, particularly between Harris Road and Cherry/Elliot Avenue. There have been 5 fatal crashes along this stretch of roadway since November of 2016, three of these being since July of this year. Many residents complain about the overall speed along the corridor. The City’s 5<sup>th</sup>/Ridge/McIntire plan completed in 2017 also showed that the overall incident rate along the corridor was higher than the statewide average.

Charlottesville Police Department (CPD) provided traffic engineering with the crash reports for 4 of the 5 (the 5<sup>th</sup> report has not been finished yet) fatalities that have occurred over the past 4 years. All of the fatal crashes were the result of driver action and not necessarily roadway design. Four of the incidents resulted from a combination of reckless driving and excessive speed, while the 5<sup>th</sup> was related to impaired driving.

CPD has also conducted two separate speed studies along the corridor within the last 18 months. Both of these gave very similar results. The average speed over drivers (50<sup>th</sup> percentile) was below the posted speed limit of 45mph at between 42-44mph. The 85<sup>th</sup> percentile was less than 5mph over the posted speed limit. Both of these are within general practice of traffic engineering tolerances.

Traffic Engineering looked more closely at the crash data from the 5<sup>th</sup>/Ridge/McIntire study and found that the vast majority of the incidents occurred at the intersections and not along the segments between.

Based on reviewing all of the data available, it is the traffic engineer’s opinion that there is not a speeding problem along the corridor. That being said, with the nature of the fatalities and the speeds that were able to be obtained, we do have a roadway that is designed to allow for higher speeds for those who wish to break the posted speed limit. The majority of all the accidents along the corridor are congestion related. There are nearly 21,000 vehicles per day (vpd) that use 5<sup>th</sup> Street to come and go from the City and approximately 18,000 vpd on this particular stretch of roadway. There are also developments in various stages of design that could add as many as 5,000 additional vehicle trips to this corridor.

## **Recommendations**

There are several measures that Traffic Engineering is recommending be done to mitigate issues along the corridor.

### **Immediate Measures**

- Reduction of the speed limit from 45mph to 40mph.
  - Even though speeding was not found to be a problem along the corridor, nearly 1/3 of the accidents in the 5<sup>th</sup>/Ridge/McIntire plan were rear end collisions. Reducing the speed limit will give more reaction time and reduce the severity of any of these types of crashes.
- Installation of advanced intersection warning signs
  - There are currently no warning signs along 5<sup>th</sup> Street of upcoming intersecting streets. Installing these signs will help alert drivers of possible upcoming conflicts
- Signal Improvements
  - Staff will be installing advanced flashing “Signal Ahead” signs that will activate upon the red signal to help alert drivers in advance of the signal that they are approaching a red light.
  - Staff will be replacing the traditional green ball for permissive left turns with the flashing yellow arrow.
  - Staff will be installing high visibility back plates on the signals.
- Crosswalk at Old Ridge
  - Staff recommends removal of the long, unsignalized crosswalk.

### **Mid Term Measures**

- Staff has already been using the VDOT Smartscale process to apply for funding to implement projects laid out in the 5<sup>th</sup>/Ridge/McIntire plan. Because of the nature of that funding, those projects are still several years out and any new applications would be 10-15 years before implementation. If the city wishes to accelerate that process, it will need to be done with the CIP and local funding.
- Traffic Engineering is recommending the installation of a Roundabout just north of Bailey Road. Installing this would break up the 1 mile corridor and make it harder to attain the high speeds witnessed in the recent fatalities. This has been discussed with the property owner adjacent to the roadway and they are amenable to donating the land required for this with the stipulation that their proposed development would be able to have ingress/egress off of the roundabout.
- Lighting – There are 2 kinds of lighting that could be installed along the corridor. The first is just intersection lighting. Most of the intersections do not have dedicated lighting and this should be looked at to be installed to help mitigate conflicts during nighttime



hours. The second is pedestrian scale lighting along the corridor. This would be a benefit to pedestrians and cyclists who wish to use the corridor as well as give a greater sense of “place” which is shown to reduce overall speeds as well.

### Long Term Measures

- As was noted before, the majority of the accidents are related to congestion. The only way to mitigate congestion along this corridor as well as others in the area is to reduce the number of vehicles. As a long term recommendation, traffic engineering is suggesting that park and ride lots/structures should be implemented along the city/county line to encourage bus use. In order for this to be effective, our transit model for the city would need to change. Transit lines would need to focus on our main arterial roadways and get lead times between busses down in the 10-15 minute range.

### **Budgetary Impact**

#### Short Term Measures

- Using departmental funds – no impact

#### Mid Term Measures

- Implementation of 5<sup>th</sup>/Ridge/McIntire plan ~ \$15-20m
- Implementation of Roundabout ~\$3-4m

#### Long Term Solutions

- Costs unknown at this time

### **Council Action**

No action required at this time

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



Agenda Date:	November 16, 2020
Action Required:	None. For Discussion
Presenter:	John Blair, Acting City Manager
Staff Contacts:	John Blair Acting City Manager Kyna Thomas, Clerk of Council Lisa Robertson, Acting City Attorney
<b>Title:</b>	<b>Origins of the City Logo; Process for Changing</b>

**Background:**

Recently City Councilors inquired as to how they might initiate a process to change the City’s logo, sometimes casually referred to as the City “seal”. Mr. Blair recommended that a report be provided to Council regarding the nature and history of the logo/seal.

Technically, the official City seal (a/k/a “corporate seal”) is a type of stamp that the Clerk of Council uses to authenticate official documents requiring that a formal signature of an authorized official of the City. That stamp creates a raised surface on a paper document, which allows the original signed version of that document to be distinguished from photo or digital copies. The Clerk of Council is the custodian of the corporate seal, pursuant to City Code §2-2, and a number of state statutes require specific documents to contain the corporate seal. The official, corporate seal does not contain any images.

Separately, there is a City “logo” (often referred to casually as the City “Seal”), which was originally approved by City Council to serve as an “identifying device” for use other than within official documents. Sometime in 1971, the City Council (“Council”) formed a City Seal Selection Committee (“Committee”) whereby a City Seal Contest was held. At the June 6, 1971 Council meeting, the Chairman of the Committee presented the winning entry of the contest. The winning entry was submitted by Mr. R.W. Vanderberry. The City Manager recommended that Council adopt the winning entry as the identifying logo of the City. A proposed ordinance entitled “An Ordinance to Amend and Reordain Section 1-9 of the Charlottesville City Code to Permit the Use for Other Than Official Documents, of an Identifying Device” was offered and carried over to the July 19, 1971 meeting whereby it was adopted. The image that we now refer to as the City logo is the design approved by Council in that 1971 meeting:



The logo has been used over the years on letterhead, forms, painted on the side of City-owned vehicles, etc. We do not know if there exists an original design document depicting the logo. If such a document exists, it has not been found in the Clerk’s office or the City Attorney’s office. Currently, the logo is reproduced primarily digitally. There exists no written policy that we have found, thus far, identifying when and how a City official or employee may utilize the logo; anyone with a computer can copy the logo and insert it into email communications, memos, draft documents, etc. (The General Assembly, by statute, protects the “seal” of the Commonwealth, and regulates official use; also, the legislature allows the Governor to authorize commercial use of the state “seal” under certain circumstances. *See, e.g.*, Va. Code §1-505 and §2-122).

**Discussion:**

Within §15.2-1402 of the Virginia Code, the General Assembly provides that “Every locality of this Commonwealth is hereby declared to be a body politic of the Commonwealth and may have a seal and alter the same at its pleasure.” The City Council has established two “seals” within City Code §2-1, one for use as its official “corporate seal” (authenticating official, legal documents) and the second to be used as the City’s seal for purposes *other than* on official, legal documents.

Sec. 2-1. - Corporate seal—Generally.



The corporate seal of the city shall be a design within a circle, one and three-quarter (1¾) inches in diameter, with the word "VIRGINIA" across the face; in the exergue this inscription "CITY OF CHARLOTTESVILLE," and all of such words shall be raised letters; the design being the same as that heretofore in use as the seal of the city. No other seal shall be used for the city and no paper issued by municipal authority, which requires the seal of the city, shall be valid unless the seal prescribed above be duly affixed thereto; provided, however, that an identifying device, the design of which was approved by the council of the city on July 6, 1971, shall be used as the seal of the city for all purposes except those where the corporate seal is required by law to be affixed to any document.

(Code 1976, § 1-8)

By majority vote to approve an amended ordinance, City Council may amend §2-1 at any time. If Council desires to change/ update the logo, only the provisions relating to the “identifying device” would need to be amended to reflect the date of Council’s approval of a new logo as the official seal of the City for purposes *other than* official documents.

There is no prescribed legal process for designing a new City logo. As noted above, the 1971 Council chose to announce a contest, and appointed a Committee to select a winning design.

We recommend that, before going forward, the City Manager’s Office should conduct an inter-departmental survey, asking each department to identify how it actually uses the City logo for official identification purposes, and what costs would be necessary to replace the current logo with an updated one. The costs should be minimal as to internal correspondence (such as City letterhead or business cards), but repainting vehicles, reprinting brochures, etc. may involve additional costs.

**Alignment with Council Vision Areas and Strategic Plan:** N/A at this time

**Community Engagement:** N/A at this time

**Budgetary Impact:** Cannot be determined at this time.

**Recommendation:** At some point in time City Code §2-1 should be updated, as to the corporate seal, to reflect new means of executing official documents where authorized by statute. So, for example, some statutes may authorize digital/electronic “seals”, or may allow a facsimile of the corporate seal to be imprinted on an official document without having to be physically impressed on a paper copy of the document. The authorizing provisions for the corporate seal that can be impressed on paper copies should be retained, but language should be included to authorize other ways to affix the corporate seal, as may be authorized by law.

**Alternatives:** N/A at this time

**Attachments:** N/A at this time