



CITY COUNCIL AGENDA September 20, 2021

Members

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

5:30 PM Closed session as provided by Sections 2.2-3711 and 2.2-3712 of the Virginia Code (Boards and commissions appointments)

Virtual/electronic meeting

6:30 PM Regular Meeting

Register at www.charlottesville.gov/zoom. Virtual/electronic meeting in accordance with a local ordinance amended and re-enacted April 19, 2021, to ensure continuity of government and prevent the spread of disease during a declared State of Emergency. Individuals with disabilities who require assistance or special arrangements to participate in the public meeting may call (434) 970-3182 or submit a request via email to ada@charlottesville.gov. The City of Charlottesville requests that you provide a 48 hour notice so that proper arrangements may be made.

CALL TO ORDER

MOMENT OF SILENCE

ROLL CALL

AGENDA APPROVAL

ANNOUNCEMENTS (and Update from Blue Ridge Health Department)

RECOGNITIONS/PROCLAMATIONS

BOARD/COMMISSION APPOINTMENTS

CONSENT AGENDA*

1. Minutes: August 16 closed and regular meetings
2. Ordinance: Amending and re-enacting Charlottesville City Code Chapter 19 Section 19-59 to change the length and number of terms for members of the City's Retirement Commission (2nd reading)
3. Resolution: Appropriating Housing Opportunities for People with AIDS/H.I.V. (H.O.P.W.A.) Grant funds to the Thomas Jefferson Area Coalition for the Homeless (TJACH) - \$288,172 (2nd reading)
4. Resolution: Appropriating funds from the Thomas Jefferson Area Coalition for the Homeless (TJACH) to the Department of Human Services - \$10,000 (2nd reading)
5. Resolution: Appropriating funds for the Virginia Behavioral Health Docket Grant - \$49,000 (2nd reading)
6. Resolution: Appropriating funds for the Charlottesville-Albemarle Adult Drug Treatment Court Grant Award - \$240,000 (2nd reading)
7. Resolution: Appropriating Bama Works Grant funds for the recruitment and retention of Black, Indigenous and People of Color (BIPOC) Foster Families - \$5,000 (2nd reading)
8. Resolution: Appropriating VDOT funds for VDOT Highway Safety Improvement (HSIP) Grant for Washington Park to Madison Avenue Trail - \$88,350 (1st of 2 readings)

- 9. Resolution: Appropriating funds for Virginia Department of Social Services (V.D.S.S.) Temporary Aid to Needy Families (TANF) Grants - \$257,479.76 (1st of 2 readings)
- 10. Ordinance: Amending and reenacting the Transient Occupancy Tax of the Code of the City of Charlottesville (1990), to conform the City's process for collection and reporting of Transient Occupancy Tax with Changes in State Enabling Legislation (1st of 2 readings)
- 11. Ordinance: Amending and reenacting the Meals Tax to Clarify that Meals Tax Reports are Due from the Sellers to the City Every Month (1st of 2 readings)

CITY MANAGER RESPONSE TO COMMUNITY MATTERS and to COUNCILORS

COMMUNITY MATTERS Public comment for up to 16 speakers (limit 3 minutes per speaker). Preregistration available for first 8 spaces; speakers announced by Noon on meeting day (9:00 a.m. sign-up deadline). Additional public comment at end of meeting. Public comment will be conducted through electronic participation while City Hall is closed to the public. Participants can register in advance at www.charlottesville.gov/zoom.

ACTION ITEMS

- 12. Public Hearing/Res.: Reviewing program performance and setting priorities for Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds for Program Year 2022-2023 (1 reading)
- 13. Resolution*: Approving a long-term lease of a portion of McIntire Park to the Botanical Garden of the Piedmont (1st of 2 readings; public hearing on 2nd reading)
- 14. Resolution*: Ratifying or approving the formation by the Charlottesville Redevelopment and Housing Authority (CRHA) of certain entities identified as Limited Liability Companies (LLCs) (1 reading)
- 15. Resolution: Considering an off-cycle budget request from the BUCK Squad - \$50,000 (1st of 2 readings)

GENERAL BUSINESS

OTHER BUSINESS

MATTERS BY THE PUBLIC

*Action Needed

CHARLOTTESVILLE CITY COUNCIL MEETING

August 16, 2021

Virtual/electronic meeting via Zoom

5:30 PM CLOSED MEETING

The Charlottesville City Council met in an electronic meeting on Monday, August 16, 2021, in accordance with a local ordinance amended and re-enacted on April 19, 2021, to ensure continuity of government and prevent the spread of disease during the coronavirus State of Emergency.

Mayor Nikuyah Walker called the meeting to order at 5:31 p.m. and Clerk of Council Kyna Thomas called the roll, noting the following members present: Mayor Nikuyah Walker, Vice Mayor Sena Magill, and Councilors Heather Hill, Michael Payne and Lloyd Snook.

On motion by Councilor Hill, seconded by Vice Mayor Magill, Council voted 5-0 (Ayes: Hill, Magill, Payne, Snook, Walker; Noes: none) to convene in closed session as authorized by Virginia Code Sections 2.2-3711 and 2.2- 3712, specifically:

- Section 2.2-3711(A)(1) and 2.2-3711(A)(7) and (A)(8), for the purpose of discussion, briefings by the city manager and chief of police, and consultation with legal counsel, regarding recent disciplinary actions resulting in three separations from employment within the police department, probable litigation as a result of two related grievances, and discussion of related personnel issues faced by the city manager and chief of police in the performance of their duties when implementing discipline for police officers; and,
- Section 2.2-3711(A)(7), for consultation with legal counsel regarding Civil action No. CL 21-116, pending in Charlottesville Circuit Court.

On motion by Councilor Hill, seconded by Vice Mayor Magill, Council certified by the following vote: 5-0 (Ayes: Hill, Magill, Payne, Snook, Walker; Noes: none), that to the best of each Council member's knowledge only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the Motion convening the closed session were heard, discussed or considered in the closed session.

The meeting adjourned at 6:53 p.m.

BY Order of City Council

BY Kyna Thomas, Clerk of Council

6:30 PM REGULAR MEETING

The Charlottesville City Council met in an electronic meeting on Monday, August 16, 2021, in accordance with a local ordinance amended and re-enacted on April 19, 2021, to ensure continuity of government and prevent the spread of disease during the coronavirus pandemic.

Mayor Walker called the meeting to order at 6:53 p.m. and shared that the Closed Session went longer than expected.

City Council observed a moment of silence and Mayor Walker asked that during the moment of silence people reflect on continued healing from the events of August 12, 2017.

Clerk of Council Kyna Thomas called the roll, noting the following members present: Mayor Nikuyah Walker, Vice Mayor Sena Magill, and Councilors Heather Hill, Michael Payne and Lloyd Snook.

AGENDA APPROVAL

On motion by Vice Mayor Magill, seconded by Councilor Hill, Council unanimously approved the meeting agenda.

ANNOUNCEMENTS

Dr. Denise Bonds, Blue Ridge Health District Director, provided an update on Coronavirus, advising of a recent trend of increasing cases involving the Delta variant of coronavirus in the area. She encouraged unvaccinated people to get vaccinated, and she also shared recommendations for mask wearing. She also shared an update about a third dose of vaccine recommended for immunocompromised individuals.

Teletha Howard, Community Healthcare Worker, shared information about outreach efforts to get more people vaccinated against the coronavirus.

Mayor Walker expressed concern about sending children back to school without mandates for the types of masks to wear. She also spoke about approaches to vaccine hesitancy.

CONSENT AGENDA*

Clerk of Council Kyna Thomas read the following Consent Agenda items into the record:

1. MINUTES: June 8, 2021 Election Results Certification, June 21 work session, closed meeting and regular meeting, July 19 work session
2. RESOLUTION: Amending the FY2020-2021 Community Development Block Grant and HOME Investment Partnerships Program Minor Action Plan Budget (carried)

- a. Resolution: Amendment to Community Development Block Grant account \$85,843.66
 - b. Resolution: Amendment to HOME Investment Partnership Program \$21,384.80
 - c. Resolution: Approving the FY 2020-2021 Minor Annual Action Plan Amendment
3. RESOLUTION: Approving a refund to a nonprofit entity for Business License Taxes paid 2017, 2018, 2019, 2020 and 2021 - \$63,009.25

**RESOLUTION
AUTHORIZING REFUND TO TAXPAYING ENTITY OF BUSINESS
LICENSE TAXES PAID FOR 2017, 2018, 2019, 2020, AND 2021**

WHEREAS, the Commissioner of the Revenue has determined that a local 501(c)(3) nonprofit entity was incorrectly assessed for and paid 2017, 2018, 2019, 2020, and 2021 Charlottesville business license tax on gross receipts that were exempt from local business license taxation; and

WHEREAS, the Commissioner of the Revenue has certified that a refund of taxes paid is due in the amount of \$63,009.25; and

WHEREAS, City Code Section 30-6(b) requires City Council approval for any tax refund exceeding \$2,500.00; now, therefore,

BE IT RESOLVED by the Council for the City of Charlottesville, Virginia, that the City Council hereby authorizes the City Treasurer to issue a refund of \$63,009.25, payable to 501(c)(3) NONPROFIT ENTITY.

4. ORDINANCE: Amending and re-enacting the Code of the City of Charlottesville, 1990, as amended, in order to remove masculine and/or feminine language and to substitute gender-neutral pronouns (carried)

Mayor Walker opened the floor for comment on the Consent Agenda. No speakers came forward.

Mayor Walker asked clarifying questions regarding Items #3 and #4. Commissioner of the Revenue Todd Divers and Grants Coordinator Erin Atak provided clarification.

On motion by Vice Mayor Magill, seconded by Councilor Snook, who added clarification about Item #4, Council by the following vote APPROVED the Consent Agenda: 5-0 (Ayes: Hill, Magill, Payne, Snook, Walker; Noes: none).

CITY MANAGER RESPONSE TO COMMUNITY MATTERS and to COUNCILORS

City Manager Chip Boyles had no items for follow-up from previous meetings.

COMMUNITY MATTERS

Mayor Walker opened the floor for public comment.

1. Marta Keane provided an overview of feedback from the JABA (Jefferson Area Board for Aging) Client Satisfaction Survey.
2. Deonte Johnson, student government leader at the University of Virginia, requested that an early voting site be established near UVA.
 - o Councilors discussed that voting issues would be under the Registrar's purview and that most UVA housing is in Albemarle County
3. Mary Bauer, Chair of the Human Rights Commission, read a statement from the Commission regarding August 12 commemoration and future action. She followed up with requests regarding funding for renters' right to counsel when facing eviction.
4. Mary Pettis, Charlottesville bus driver, asked for the right to unionize.
5. Marcia Geyer, city resident, spoke about providing masks for school children.
6. Tanesha Hudson advised that some people at the BCBA basketball tournament contracted Covid on vacation, not at the tournament. She spoke about the lack of economic development in the Black community. She spoke about re-evaluating payments to non-profit organizations and redirecting funds to support employees. She also suggested re-opening in-person City Council meetings.
7. Charles Neer spoke in opposition to Item #6 on the agenda, an ordinance proposal for 1206 Carlton Avenue, and asked Council to reject the rezoning request.
8. Katrina Turner, city resident, shared concerns about a statement made by Bellamy Brown at the Police Civilian Review Board meeting on August 12, 2021.
9. Greg Wright, city firefighter, spoke in support of the right for city employees to collectively bargain.

The meeting recessed at 8:30 p.m. and reconvened at 8:45 p.m.

ACTION ITEMS

- 5. PUBLIC HEARING/ORDINANCE: Closing, vacating and discontinuing certain utility easements within the public rights of way for the following public streets located in Albemarle County, Virginia (1 reading, waiving second reading)**

Lauren Hildebrand, Director of Utilities, presented the request.

Mayor Walker opened the public hearing. With no speakers coming forward Mayor Walker closed the public hearing.

On motion by Councilor Snook, seconded by Councilor Hill, Council by the following vote APPROVED the ordinances for closing, vacating and discontinuing certain utility easements within the public rights of way for the following public streets located in Albemarle County, Virginia: 5-0 (Ayes: Hill, Magill, Payne, Snook, Walker; Noes: none).

- a. Ordinance*: Varick Street and Marin Court within the Dunlora Park Subdivision

ORDINANCE CLOSING, VACATING AND DISCONTINUING CERTAIN UTILITY EASEMENTS WITHIN THE PUBLIC RIGHTS OF WAY FOR VARICK STREET AND MARIN COURT, PUBLIC STREETS WITHIN THE DUNLORA PARK SUBDIVISION LOCATED IN ALBEMARLE COUNTY, VIRGINIA

- b. Ordinance*: Archer Avenue and Stella Lane within the Brookhill Subdivision

ORDINANCE CLOSING, VACATING AND DISCONTINUING CERTAIN UTILITY EASEMENTS WITHIN THE PUBLIC RIGHTS OF WAY FOR ARCHER AVENUE AND STELLA LANE, PUBLIC STREETS WITHIN THE BROOKHILL SUBDIVISION LOCATED IN ALBEMARLE COUNTY, VIRGINIA

- c. Ordinance*: Glenleigh Road within the Highland Park Subdivision

ORDINANCE CLOSING, VACATING AND DISCONTINUING CERTAIN UTILITY EASEMENTS WITHIN THE PUBLIC RIGHTS OF WAY FOR GLENLEIGH ROAD, PUBLIC STREET WITHIN THE HIGHLAND PARK SUBDIVISION LOCATED IN ALBEMARLE COUNTY, VIRGINIA

6. ORDINANCE: Approving a rezoning application at 1206 Carlton Avenue, per recommendation of the Planning Commission (2nd reading)

Matt Alfele, City Planner, provided a summary of the presentation made at the August 2, 2021 City Council meeting. Councilors had no additional questions.

On motion by Vice Mayor Magill, seconded by Councilor Snook, Council by the following vote APPROVED the rezoning ordinance: 4-1 (Ayes: Hill, Magill, Payne, Snook; Noes: Walker).

AN ORDINANCE REZONING PROPERTY LOCATED AT 1206 CARLTON AVENUE FROM R-2 (RESIDENTIAL TWO-FAMILY) TO R-3 (RESIDENTIAL MULTIFAMILY)

7. RESOLUTION: Approving a Special Use Permit at 1206 Carlton Avenue, per recommendation of the Planning Commission (2nd reading)

This item was tabled from the August 2, 2021 City Council meeting, pending action on the related rezoning request. Councilors had no additional questions.

On motion by Councilor Snook, seconded by Councilor Payne, Council by the following vote APPROVED the resolution: 3-2 (Ayes: Magill, Payne, Snook; Noes: Hill, Walker).

RESOLUTION

APPROVING A SPECIAL USE PERMIT TO AUTHORIZE INCREASED DENSITY AND REDUCED SETBACKS FOR CONSTRUCTION OF AN 8-UNIT MULTIFAMILY DWELLING AT 1206 CARLTON AVENUE

WHEREAS, landowner Management Services, Inc. has made application for a special use permit, to obtain additional residential density, and reduction of certain building setback requirements, for a specific project; and

WHEREAS, the Project will be developed within a development site having an area of approximately 0.26 acre, or 11,325 square feet, located at 1206 Carlton Avenue (“Subject Property”), which is further identified on City Tax Map 57 as Parcel 127 and which has a zoning district classification of “R-3” (Multifamily Residential); and

WHEREAS, the project that is the subject of this application is generally described within the following application materials dated January 18, 2021, submitted to the City on March 18, 2021, including: (i) application materials dated January 18, 2021, and related narrative; and (ii) a proposed preliminary site plan dated March 12, 2021, depicting a multifamily dwelling to be constructed within the Subject Property (collectively, “Application Materials”); and

WHEREAS, the Application Materials represent that the purpose of the Special Use Permit is to facilitate the development of a multifamily dwelling containing eight (8) one- and two- bedroom dwelling units (the “Project), and that the Project cannot be developed without an

increase in the allowable residential density from 21 dwelling units up to 31 dwelling units per acre, as authorized by City Code 34-420, and a reduction in the side yard setback applicable to the Subject Property from a required 13 feet (minimum) to 8 feet (minimum), as authorized by City Code 34-162(a); and

WHEREAS, on July 13, 2021 the Planning Commission and the City Council conducted a joint public hearing on the proposed special use permit, following notice as required by Virginia Code 15.2-2204 and applicable provisions of the City’s zoning ordinance; and

WHEREAS, following the joint public hearing, the Planning Commission reviewed the Application Materials, and the City’s Staff Report pertaining thereto, and then the Planning Commission voted to recommend that City Council should approve the proposed special use permit for the Project; and

WHEREAS, upon consideration of the comments received during the joint public hearing, the Planning Commission’s recommendation, and the Staff Report, as well as the factors set forth within Sec. 34-157 of the City’s Zoning Ordinance, this Council finds and determines that granting the proposed Special Use subject to suitable conditions would serve the public necessity, convenience, general welfare or good zoning practice; now, therefore,

BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that, pursuant to City Code Sec. 34-480, a special use permit is hereby approved for the purpose of allowing development of the Project at the Subject Property, subject to the following conditions:

1. The Project may be developed at a residential density of up to thirty-one (31) dwelling units per acre, within the area of the Subject Property.
2. Two large canopy trees will be provided along the frontage with Carlton Avenue.
3. The design, height, and other key characteristics of the development shall remain essentially the same, in all material aspects, as described within the Application Materials, including the following:
 - a. a single (1) residential building on the Subject Property, containing eight (8) one- and two-bedroom dwelling units;
 - b. southeast side yard setback of eight (8’) feet;
 - c. vehicular traffic pattern shall be one-way traffic, with control devices as approved by the City’s Traffic Engineer;
 - d. pedestrian circulation pattern shall be independent from the vehicular traffic pattern;
 - e. vegetative screening of the parking along the property line; and

- f. the improved parking lot shall be located behind the building and shall not be visible from Carlton Avenue

Except as may be necessary to obtain approval of a final site plan in accordance with requirements of City ordinances or regulations, or with all of the conditions of these special use permit conditions: any change in the Project as it was represented within the Application shall require a modification of this SUP.

8. RESOLUTION: Requesting the City Manager to develop a Collective Bargaining Ordinance for the City of Charlottesville (1 reading)

City Manager Chip Boyles made a presentation, sharing information about a multitude of considerations for Council and the City Manager regarding collective bargaining.

Councilors added comments to request that the ordinance have an employee focus and be carried out in a thoughtful way to fit the needs locally, and that timelines should be communicated.

On motion by Councilor Hill, seconded by Vice Mayor Magill, Council by the following vote agreed NOT to adopt the proposed Collective Bargaining Ordinance received by City Council on March 6, 2021: 5-0 (Ayes: Hill, Magill, Payne, Snook, Walker; Noes: none).

On motion by Councilor Hill, seconded by Councilor Payne, Council by the following vote APPROVED the resolution requesting the City Manager to develop a Collective Bargaining Ordinance: 5-0 (Ayes: Hill, Magill, Payne, Snook, Walker; Noes: none).

**RESOLUTION
REQUESTING THE CITY MANAGER TO DEVELOP A
COLLECTIVE BARGAINING ORDINANCE FOR THE
CITY OF CHARLOTTESVILLE**

WHEREAS the Virginia General Assembly, within Virginia Code Sec. 40.1-57.2, expressly authorizes local governing bodies to enact ordinances authorizing City officials to recognize labor unions or employee associations as bargaining agents for certain public officers or employees; to collectively bargain with or enter into collective bargaining contracts with such unions or associations; and to provide for procedures for the certification and decertification of exclusive bargaining representatives; and

WHEREAS this City Council supports the development of a collective bargaining ordinance, but does not yet have sufficient information upon which to base any decision about specific provisions that it might desire to set forth within an ordinance; now, therefore,

BE IT RESOVLED BY THE COUNCIL OF THE CITY OF CHARLOTTESVILLE:

1. The City Manager shall commence work to assemble and deliver to City Council information and analysis regarding City Council’s options for collective bargaining models, sample ordinances, and the anticipated fiscal impacts of various options. The City firefighters’ March 6, 2021 proposed ordinance shall be among the sample ordinances that will be studied, analyzed and considered during this process.
2. The City Manager shall present to City Council on September 13, 2021 a timeline and list of deliverables and decision points to be made by Council, as necessary to facilitate preparation of a collective bargaining ordinance in tandem with the development and adoption of the City’s FY 2023 Budget.
3. To the extent that contractual services are necessary or desirable to support the work that this Council is asking t e City Manager to perform, the City Manager is hereby authorized to procure those services.

GENERAL BUSINESS

City Manager Boyles announced that the application period for the Human Resources position closed on Friday, August 13.

OTHER BUSINESS and QUESTIONS FOR CITY MANAGER FOLLOW-UP

There were no other business items or follow-up questions for the City Manager.

MATTERS BY THE PUBLIC

Mayor Walker opened the floor for comments from the public.
No speakers came forward.

The meeting adjourned at 9:12 p.m.

BY Order of City Council

BY Kyna Tomas, Clerk of Council

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



Agenda Date:	September 7, 2021
Action Required:	Ordinance Change
Presenter:	Heather Hill, Council Member
Staff Contacts:	Lisa Burch, Human Resources Benefits Coordinator Allyson Davies, Deputy City Attorney
Title:	Retirement Commission Member Term Changes

Background:

The Retirement Commission is responsible for oversight of the City’s retirement plans. Currently the board is composed of a member of City Council, the City Manager, the Director of Finance, the Director of Human Resources, the City Treasurer, three employees, one retiree of the plan and two community members. Pursuant to the existing provisions of City Code Sec. 19-59, employees and retirees can serve two (2) three-year terms, community members can serve three (3) two-year terms.

The general rule set forth within the City Code is that “unless otherwise provided, no person shall be appointed by the city council to any board or commission for more than two (2) complete terms. For boards and commissions with two-year terms, no person shall be appointed by the city council for more than four (4) complete terms, unless otherwise provided.” See City Code Sec. 2-8(a).

Discussion:

At present, the various members of the Retirement Commission serve for different periods, and their terms end at various times of the year. This appointment schedule creates issues with member continuity. The Retirement Commission proposes to modify members’ terms to conform with the general provisions of City Code Sec. 2-8(a). Each member of the Retirement Commission would serve up to four (4) separate two-year terms consecutively. There are several advantages to adopting the proposed change:

1. Administratively, it’s simpler if all appointed members of the Commission serve the same length terms and have the same limits. The appointment anniversary can be staggered to prevent too much turnover in any given year while making it simpler and clearer to know when appointments end.
2. Changing the term limits allows for continuity on a Commission that has a long learning curve for new members but allows for flexibility for members who choose not to continue serving.
3. The transition proposed will result in all appointed members finishing terms in June on a

staggered schedule. This is important so that not all appointed members rotate off at the same time but there is a regular anniversary for appointments to the Commission. Going forward, vacancies should be filled in a manner that establishes the date on which the individual's appointment will *expire*, and the individual's term should not be measured from the actual date of Council appointment (i.e., if Council fails to appoint a member prior to the expiration of the term of someone who is ineligible for reappointment, then that appointee should be treated as filling a term that has already commenced).

Alignment with City Council's Vision and Strategic Plan:

This change to the City Code aligns with the Council's vision for a Smart, Citizen-Focused Government. Establishing clear and consistent terms for the Retirement Commission will allow for consistent and sustained citizen and retiree participation. Further, this change aligns with the Council's plan to transition board appointments being made primarily on an annual basis in June.

Community Engagement:

The Retirement Commission discussed this matter at two meetings. Commission meetings are open for the public to attend. The motion to present this change to the Council passed unanimously.

Budgetary Impact:

This has no budgetary impact on the General Fund.

Recommendation:

Staff recommends approval of the Commission's recommendations.

Alternatives:

Council may decide to approve the changes as proposed or direct the Retirement Commission to research other options.

Attachments:

- (1) Proposed Amended Ordinance
- (2) Proposed Staggered Appointment Schedule with comments.
- (3) Current list of members and schedule of terms.

**AN ORDINANCE
TO AMEND AND RE-ENACT THE CODE OF THE CITY OF CHARLOTTESVILLE
(1990), AS AMENDED, CHAPTER 19 (PERSONNEL), ARTICLE III (RETIREMENT
PLAN COMMISSION), SECTION 19-59 (APPOINTMENT AND TERMS; FILLING OF
VACANCIES), TO CHANGE THE LENGTH AND NUMBER OF TERMS FOR
MEMBERS OF THE CITY’S RETIREMENT COMMISSION**

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

**1. Section 19-59 of Chapter 19 (Personnel), Article III of the City Code of
Charlottesville (1990) is amended and re-enacted, as follows:**

Sec. 19-59. - Appointment and terms; filling of vacancies.

(a)The three (3) employee at-large members of the commission shall be appointed by the city council from a list of eligible candidates certified to the council by the city manager. They shall be appointed for terms of two (2) years ~~three (3) years~~, and shall be eligible to serve up to four (4) consecutive terms; for two (2) terms; provided, that each of the employee at large members shall serve no more than four full terms. ~~of~~ The three (3) members initially so appointed, one (1) shall be appointed for a one-year term, and one (1) shall be appointed for a two-year term; and provided, that those employees initially appointed for terms of less than ~~three (3) two (2)~~ years and those appointed to fill unexpired terms shall be eligible for reappointment to four (4) full two year terms. ~~two (2) full three-year terms.~~

(b)....

(f) The one (1) retiree member of the commission shall be appointed by the city council from the list of current retirees certified to the council by the city manager. The appointment shall be for a term of two (2) years ~~three (3) years~~ and shall be eligible to serve ~~for two (2) terms.~~ four (4) full two-year terms.

AND

**2. The terms of the current membership of the Retirement Commission are hereby
modified, to allow for staggered appointments, as follows:**

Appointed Commissioner	Role	Current Reappointment Schedule	Revised Reappointment Schedule	Proposed 2 Year Terms Remaining After Revised Reappointment	Comments
Cullop	Community	Nov 2021	June 2022	3	Currently finishing term of prior member
Hughes	Community	June 2021	June 2021	2	Will have 3 years complete in June 2021
Elias	Retiree	June 2022	June 2022	1	Will have 6 years complete in June 2022
Hatter	Employee	January 2022	June 2022	2	Will have 3.5 years complete in June 2022
Hendrix	Employee	August 2022	June 2022	1	Will have 6 years Complete in June 2022
Henderson	Employee	Nov 2022	June 2023	2	Will have 3.5 years complete in June 2023

AND

- 3. On and after the effective date of this Ordinance, and notwithstanding the date of actual appointment, each individual's term on the Retirement Commission shall expire according to the schedule set forth within Section 2, above, so that all of the the terms of appointment will remain staggered.**

Retirement Commission - Proposed Updates to Term Lengths and Appointment Schedules

- Currently we have (2) three-year terms for employees/retirees and (2) two-year terms for community members. City Code allows for Boards and Commissions that have two-year terms; appointments can be made for no more than four completed terms.
- **We are proposing that we have all appointed members transition to (4) two-year terms.** This will allow for continuity while also giving appointees the opportunity every two years to not seek another term. The remaining members are part of the commission based on the role they fill in the City (i.e. Treasurer, Director of Finance, etc).
- **We are also proposing that any current member would be given the option to extend their time to the full eight years.** For example, an employee/retiree that is on their second three-year term could extend for the additional two-year term and any community appointee that is on their second two-year term could reapply for the additional terms to fulfill up to four terms.
- The Council office is working to transition to appointments being made primarily on an annual basis in June. Therefore, **we will also be considering the extension of current terms to bridge to this annual appointment timeline as well as staggering of terms to ensure not all appointments.**
- **For the current membership, adjustments would be made as follows:**

Appointed Commissioner	Role	Current Reappointment Schedule	Revised Reappointment Schedule	Proposed 2 Year Terms Remaining After Revised Reappointment	Comments
Cullop	Community	Nov 2021	June 2022	3	Currently finishing term of prior member
Hughes	Community	June 2021	June 2021	2	Will have 3 years complete in June 2021
Elias	Retiree	June 2022	June 2022	1	Will have 6 years complete in June 2022
Hatter	Employee	January 2022	June 2022	2	Will have 3.5 years complete in June 2022
Hendrix	Employee	August 2022	June 2022	1	Will have 6 years Complete in June 2022
Henderson	Employee	Nov 2022	June 2023	2	Will have 3.5 years complete in June 2023

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	September 7, 2021
Action Required:	Approval and Appropriation
Presenter:	Misty Graves, Director, Human Services
Staff Contacts:	Misty Graves, Director, Human Services
Title:	Housing Opportunities for People with AIDS/H.I.V. (H.O.P.W.A.): \$288,172

Background:

The Department of Human Services in coordination with the Thomas Jefferson Area Coalition for the Homeless (T.J.A.C.H.) and the Service Provider Council (S.P.C.), applied for and received a grant from the Virginia Department of Housing and Community Development. The Housing Opportunities for People with AIDS/H.I.V. (H.O.P.W.A.) award is \$288,172 and is a renewal contract for the program from Housing and Urban Development (H.U.D.) for July 1, 2021 – June 30, 2022.

Discussion:

The City of Charlottesville has staff from Human Services and Social Services taking leadership roles in the governance of T.J.A.C.H. H.O.P.W.A. is an important resource in our community's efforts to end homelessness. The grant provides services in four key areas.

1. **Tenant-Based Rental Assistance (T.B.R.A.):** The Thomas Jefferson Health District (T.J.H.D.) partners with The Haven to provide T.B.R.A. to eligible participants. The T.J.H.D. screens participants for eligibility and inspects the proposed property to ensure that it meets H.U.D. requirements. Upon successful screening, The Haven contacts the landlord to arrange monthly rent payment, similar to rapid re-housing.
2. **Short-term Rental, Mortgage and Utility Assistance:** T.J.H.D. screens eligible participants for short-term assistance including emergency utility payments to avoid shut-off. .
3. **Supportive Services:** T.J.H.D. provides supportive services including crisis intervention, case management and service referrals.
4. **Homeless Management Information System(H.M.I.S.):** The City of Charlottesville as the award recipient will ensure that H.M.I.S. data is complete through an agreement with T.J.A.C.H. to have the Executive Director ensure data quality. Our Continuum of Care (C.O.C.) has a well-populated database for individuals experiencing homelessness. HMIS collaboration provides real-time monitoring of the needs and progress of

individuals and households facing homelessness. Collaborative use of H.M.I.S. among T.J.A.C.H. C.o.C. Service Providers expedites communication and reduces the need to interface disparate documentation systems.

5. **Administration:** The City of Charlottesville as the award recipient is eligible for an administrative fee. Staff proposes that we pass these dollars through to T.J.H.D. & The Haven to support the supervision of assigned staff.

Community Engagement:

This grant and plan are the product of extensive engagement of the service provider community for persons experiencing homelessness. This partnership is reflective of the new governance model for T.J.A.C.H. and the priority requests of the Interfaith Movement Promoting Action by Congregations Together (IMPACT).

Alignment with City Council’s Vision and Strategic Plan:

This grant advances the City of Charlottesville’s Strategic Plan Goal #1 of enhancing the self sufficiency of our residents. Specifically, it will facilitate the objective of increasing affordable housing options. This item primarily aligns with Council’s vision for Quality Housing Opportunities for All.

Budgetary Impact:

This grant will be entirely State, and Federal pass-through funds. No local match is required. There is no budget impact for the City of Charlottesville. All funds will be distributed to sub-recipients for service provision.

Recommendation:

Staff recommends approval and appropriation of grant funds.

Alternatives:

Council may elect to not accept the funds and the community will not have the capacity to administer the following services to persons experiencing a housing crisis while managing AIDS/H.I.V.: short-term rental assistance, utility assistance, rapid rehousing, H.M.I.S., and administration.

Attachments:

Appropriation Resolution
Sub-grant Agreement

APPROPRIATION
H.O.P.W.A. Grant \$288,172

WHEREAS, The City of Charlottesville, through the Department of Human Services, has received the H.O.P.W.A. Grant from the Virginia Department of Housing and Community Development in the amount of \$288,172;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the sum of \$288,172 is hereby appropriated in the following manner:

Revenues

\$288,172 Fund: 209 IO: 1900372 (H.O.P.W.A.) G/L: 430120 Federal Pass-Thru State

Expenditures

\$288,172 Fund: 209 IO: 1900372 (H.O.P.W.A.) G/L: 530550 Contracted Services

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon receipt of \$288,172 in funds from the Virginia Department of Housing and Community Development.

**SUB-GRANT AGREEMENT
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM
U.S. Department of Housing and Urban Development**

**HOPWA- Project 21-HW-303
(July 1, 2021 to June 30, 2023)**

This Sub-grant Agreement is made by and between the **Virginia Department of Housing and Community Development (DHCD)** and the project sponsor, **City of Charlottesville (Sub-grantee)**. The Sub-grant, which is the subject of this Agreement, is authorized by the Governor of the Commonwealth under a Grant Agreement, executed by and between the U.S. Department of Housing and Urban Development (HUD), and the State of Virginia, the Recipient.

The Sub-grantee was identified as part of the community’s emergency response system to homelessness in the 2020-2022 Homeless and Special Needs Housing (HSNH) Housing Opportunities for Persons With AIDS (HOPWA) application submitted by the lead agency (or designee) of the continuum of care (CoC) or balance of state local planning group (LPG). Activities funded through this grant will be provided at the Grantee location(s) identified in DHCD’s Centralized Application Management System (CAMS).

The Sub-grant is comprised of an allocation from the United States Department of Housing and Urban Development (HUD) authorized under the Housing Opportunities for Persons With AIDS Grant-CV for federal fiscal year 2021; the federal grant number is VAH21F999 and the Catalog of Federal Domestic Assistance (CFDA) number is 14.241. The Sub-grant is subject to the following terms (as they from time to time may be amended): AIDS Housing Opportunity Act, 42 USC Sec. 12901 et. seq. (the Act); the Housing Opportunities for Persons With AIDS (HOPWA) program rule, 24 CFR 50 and 574 as amended; and the Consolidated Plan rule, 24 CFR 91 as amended; all of which are incorporated herein as part of this Agreement. The Sub-grant is subject to the terms, guidelines and regulations set forth in the 2020-2022 Homeless and Special Needs Housing Guidelines document including the Housing Opportunities for Persons With AIDS (HOPWA) Program Guidelines section, any subsequent amendments, the CoC/LPG proposal as amended through negotiations with DHCD, the DHCD approved Sub-grantee budget, which are incorporated by reference as part of this Agreement, the laws of the Commonwealth of Virginia and federal law.

I. Scope of Services

The funding provided through this sub-grant must be used to carry out activities as specified in the 2020-2022 Homeless and Special Needs Housing Guidelines document including the Housing Opportunities for Persons With AIDS (HOPWA) Program Guidelines section, and any subsequent amendments to the guidelines. Sub-grantee must adhere to the DHCD approved budget and all specified cost category limits as outlined in the guidelines.

HOPWA Cost Category Limits *	
Cost Category	Limits as Percentage of Total Award
Administration	7 percent or less
Housing Information Services	3 percent or less
<i>* See guidelines for details related to cost categories.</i>	

I. Conditions

A. Service Provision

Sub-grantee is responsible for coordination of HSNH HOPWA activities with other HSNH HOPWA Sub-grantees and mainstream resources. Sub-grantee must assure non-duplication of services with other HSNH HOPWA Sub-grantees.

B. Disbursement of Funds

DHCD agrees to provide **\$288,172** to the Sub-grantee to undertake the approved project activities described in the Sub-grantee 2020-2022 Homeless and Special Needs Housing - Housing Opportunities for Persons With AIDS (HOPWA) application for the July 1, 2021 through June 30, 2023 program years. The Sub-grantee must submit, for approval by DHCD, a program budget for the 2021-2022 allocation. Funds must be expended per the approved budget. The Sub-grantee agrees to provide HOPWA funds to non-entitlement localities and to coordinate the provision of services with other HOPWA project sponsors.

Funds are disbursed on a reimbursement basis. Sub-grantees must be able to provide documentation that the work, services, or cost occurred within the grant period and the expenses were paid appropriately by the Sub-grantee. Program funds shall be disbursed to the Sub-grantee on a monthly or bi-monthly reimbursement schedule determined by the Sub-grantee. The option selected should be adhered to throughout the year. Supporting documentation must clearly indicate the period for which the reimbursement is requested.

The Sub-grantee must request approval from DHCD for all changes which affect the scope of the project, including but not limited to addition or deletion of an activity, location of services, service area, objectives, timing of activity, and expenditures that will exceed the budget cost category.

DHCD reserves the right to de-obligate and reallocate funds at any point during the contract term.

C. Reporting

Sub-grantees must submit the following reports:

Year-End Report

Year-end reports must be submitted as instructed by DHCD. No future funds will be disbursed until all required reports for the previous fiscal year are submitted to DHCD.

D. Continuum of Care Participation

Sub-grantees must actively participate in the Homeless Management Information System or comparable system (as defined in the HSNH-HOPWA Guidelines) and regional continuum of care or balance of state local planning groups.

E. Accounting

The Sub-grantee must adhere to Generally Accepted Accounting Principles (GAAP). The Sub-grantee shall establish and maintain separate accounts within its existing accounting system or set up accounts independently. The Sub-grantee shall record in its accounting system all grant payments received pursuant to the

grant and all other match funds provided for, accruing to, or otherwise received on account of the grant.

All costs charged to the grant shall be supported by properly executed payrolls, timesheets, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, contracts, vouchers, or other accounting documents pertaining in whole or in part to the grant shall be clearly identified, readily accessible, and separate and distinct from all other such documents. Such documents shall reside at the offices of the sub-grantee.

A. DHCD Notification

Sub-grantee must notify DHCD of any potentially illegal act, such as misuse of grant funds or fair housing violations, immediately upon knowledge of such act. In addition, sub-grantee must notify DHCD should any other local, federal or state agency uncover evidence of any potentially illegal act.

Sub-grantee must notify DHCD if there is a change in agency management and/or fiscal personnel. Failure to do so will constitute a finding and may result in repayment of funds by the sub-grantee, the de-obligation of current funding and the preclusion of future funding.

B. Audit

All grantees, sub-grantees, CHDOs, and sub-recipients, localities, developers, or any other organizations that receive funding during a specific program year are required to submit one of the following financial documents: Financial Statement**, Reviewed Financial Statement prepared by an independent Certified Public Accountant (CPA), Audited Financial Statement prepared by an independent CPA or an 2 CFR 200 Subpart F Audit (Single Audit) prepared by an independent CPA. Please see the table below to determine which document your organization is required to submit.

The threshold requirements outlined below are the minimal standards required by DHCD. We strongly encourage all organizations receiving funds from DHCD to undertake the highest level of financial management review to ensure practices and procedures are fully examined and evaluated.

Threshold Requirement	Document
Total annual expenditures ≤\$100,000 – regardless of source	Financial Statement prepared by organizations**
Total annual expenditure between \$100,001 and \$300,000 – regardless of source	Reviewed Financial Statement prepared by an Independent Certified Public Accountant (CPA)
Total annual expenditures >\$300,000 – regardless of source	Audited Financial Statement prepared by an Independent CPA
Federal expenditures ≥\$750,000	2 CFR 200 Subpart F Audit - prepared by an Independent CPA

**Does not require preparation by a CPA

Entities shall file the required financial document in the Centralized Application and Management System (CAMS) within nine (9) months after the end of their fiscal year or 30 (thirty) days after it has been accepted (Reviewed Financial Statement,

Audited Financial Statement, and 2 CFR 200 Subpart F Audit only) -whichever comes first.

The full DHCD Audit Policy, including an explanation of the specific document requirements, can be found online at:
http://www.dhcd.virginia.gov/images/DHCD/DHCD_Audit_Policy.pdf.

A. Compliance

Sub-grantees with outstanding audit findings, IRS findings, DHCD monitoring findings or other compliance issues are not eligible to receive allocations. DHCD will work with all interested parties toward the resolution of unresolved matters, where appropriate.

B. Maintenance of Records

Records shall be readily accessible to DHCD, appropriate state and federal agencies, and the general public during the course of the grant agreement and shall remain intact and accessible for five years thereafter. The exception is in the event that any litigation claim or audit is started before expiration of the five year period, the records shall be retained until such action is resolved.

C. Costs Incurred Prior To Grant Agreement Execution

No costs incurred prior to the start date of the contract period shall be eligible for reimbursement with grant funds, unless incurred costs are authorized in writing by DHCD.

D. State Not Liable

The Grantee shall hold harmless the Commonwealth of Virginia, DHCD, its agents and employees from any and all claims and demands based upon or arising out of any action by the Grantee, its employees, agents or contractors.

E. Expenditure Review

DHCD will monitor expenditure rates to ensure resources are maximized. Failure to expend funds proportionately throughout the contract period may result in the de-obligation of funds. DHCD reserves the right to de-obligate funds at any time during the contract period and reallocate as deemed appropriate within the CoC/LPG or statewide based on compliance, performance, need and available funding.

F. Termination, Suspension, Conditions

This Sub-grantee Agreement shall remain in effect from the date of the signing of the grant agreement until June 30, 2023. Either party shall have the right to cancel this agreement for any reason with a 30 days written notice.

If through any cause, the Sub-grantee fails to comply with the terms, conditions or requirements of the contract documents, DHCD may terminate or suspend this Agreement by giving written notice of the same and specifying the effective date termination or suspension at least five (5) days prior to such action.

In the case of contract violation by the Sub-grantee, DHCD may request that all or some of the grant funds be returned, even if the Sub-grantee has already

expended the funds. The Sub-grantee agrees to return such funds as requested by DHCD within 30 days of the written request.

A. Subsequent Contracts

The Sub-grantee shall remain fully obligated under the provisions of the Grant Agreement notwithstanding its designation of any subsequent or third parties for the undertaking of all or part of the activities for which the Grant assistance is being provided to the Sub-grantee.

The Sub-grantee agrees to ensure that any contractor or subcontractor who is not the Sub-grantee shall comply with all the lawful requirements of the Sub-grantee necessary to insure that the project for which this assistance is being provided under this Agreement are carried out in accordance with the Sub-Grantee's Assurances and Certifications.

B. Default

A default is any unapproved use of grant funds. Upon due notice to the Sub-grantee of the occurrence of any such default and the provision of a reasonable opportunity to respond, DHCD may take one or more of the following actions:

(1) direct the Sub-grantee to submit progress schedules for completing approved activities;

(2) issue a letter of warning advising the Sub-grantee of the default, establishing a date by which corrective actions must be completed and putting the Sub-grantee on notice that more serious actions will be taken if the default is not corrected or is repeated;

(3) direct the Sub-grantee to suspend, discontinue or not incur costs for the affected activity;

(4) require the Sub-grantee to reimburse DHCD for costs inappropriately charged to the program;

(5) other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

No delay or omissions by DHCD in exercising any right or remedy available to it under the Agreement shall impair any such right to remedy or constitute a waiver or acquiescence in any Sub-grantee default.

C. Conflict of Interest

Sub-grantees shall ensure that the provision of any type or amount of assistance may not be conditional on an individual's or family's acceptance or occupancy of housing owned by the sub-grantee, a parent organization, or subsidiary. Sub-grantees, parent organizations, or subsidiaries may not administer HOPWA assistance and use the assistance for households residing in units owned by the Sub-grantee, parent organization, or subsidiary.

Individuals (employees, agents, consultants, officers, or elected or appointed officials of the sub-grantee) may not both participate in decision-making related to determining eligibility and receive any financial benefit. This financial benefit may not be received by the specific individual, any member of his/her immediate family or a business interest. The restriction applies throughout tenure in the position and for a one-year period following tenure.

A. Religious Influence

The Grantee may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under HOPWA. If an organization conducts these activities, then they must be offered separately, in time or location, from the programs or services funded under HOPWA and participation must be voluntary for program participants.

II. Additional Assurances

- A. Sub-grantee will give the Virginia Department of Housing and Community Development, the Comptroller, HUD and any other authorized state or federal representatives access to and the right to examine all records, books, papers, or documents related to the Grant.
- B. In accordance with federal law, sub-grantee will provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin, in any phases of employment or in any phase of service delivery.

III. Additional Certifications:

The Sub-grantee certifies that it will comply with the following:

- (a) Freedom of Information Act (5 U.S.C 552), Virginia Freedom of Information Act;
- (b) Virginia Fair Employment Contracting Act;
- (c) Fair Housing Act (42 U.S.C. 3601-20), and implementing measures under:
 - 24 CFR 100 (discriminatory conduct under Fair Housing Act);
 - Executive Order 11063 and regulations at 24 CFR 107 (preventing discrimination on basis of race, color, creed, or national origin);
 - 24 CFR Part 8 (prohibiting discrimination against handicapped individuals);
 - Title VIII of Civil Rights Act of 1968 as amended (prohibiting discrimination based on race, color, national origin, religion, sex, familial status [including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18], and disability);
- (d) Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing:
 - 24 CFR 146 (nondiscrimination on basis of age in HUD programs);
 - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- (e) 24 CFR 574.320 (Federal rent standards for rental assistance, requiring rents to be charged no greater than appropriate Fair Market Rent levels);

- (a) 24 CFR Part 35 (Federal lead-based paint provisions, requiring visual inspections and stabilization of paint before commencement of occupancy);
- (b) Adhere to Executive Orders 11625, 12432, and 12138, that the Sub-grantee must make efforts to encourage participation of minority and women-owned business enterprises in connection with funded activities;
 - Encourage participation of locally-owned enterprises in connection with funded activities;
- (c) Assist in carrying out 24 CFR 58 and 58.5 (National Environmental Policy Act [NEPA] of 1069 and other provisions of federal law)
- (d) McKinney-Vento Homeless Assistance Program Regulations;
- (e) Anti-lobbying Certification;
- (f) Drug Free Workplace.

The Grant Agreement is hereby executed by the parties on the date set forth below their respective signatures as follows:

Virginia Department of Housing and Community Development



Pamela G. Kestner, Acting Deputy Director

07/01/2021

Date

City of Charlottesville



Signature

Misty Graves

Name (printed or typed)

Interim Director - Dept. of Human Services

Title

08/19/21

Date

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	September 7, 2021
Action Required:	Resolution to Appropriate Funds
Presenter:	Misty Graves, Human Services
Staff Contacts:	Misty Graves, Interim Director, Human Services
Title:	Resolution to Appropriate Funds for the Expansion of Pathways Community Resource Navigation - TJACH Grant - \$10,000

Background:

The Department of Human Services Pathways Community Resource Navigator program has received \$10,000 from the Thomas Jefferson Area Coalition for the Homeless (TJACH) to expand the working hours of existing long-term temporary Helpline Navigator position from 30 to 40 hours weekly. The total grant is \$10,000, there is no required local match, and the funding will provide the additional hours from August 16, 2021 until August 15, 2022.

Discussion:

The 30 hour per week Helpline Navigator position has been in effect for approximately 3 years. Prior to COVID, the Navigator responded to requests for one-time emergency financial assistance from local residents and also scheduled assessment interviews with staff at PACEM and the Haven for unhoused people. With the onset of the pandemic, the need for assistance increased exponentially and the Navigator was not able to continue to take calls for PACEM and the Haven. This presented significant challenges for PACEM and Haven staff and DHS was requested to resume this responsibility with TJACH providing additional funding to expand hours. In addition to assisting PACEM and the Haven, the Navigator will continue to process requests from residents who have experienced financial need related to the pandemic.

The Helpline Navigator position is a long-term benefitted temporary position. There have been up to 8 additional temporary Navigators working exclusively with residents impacted by COVID. Currently, there are 3 additional temporary Navigators and DHS is recruiting a 4th.

Alignment with Council Vision Areas and Strategic Plan:

The Bama Works Fund grant aligns with the City of Charlottesville's Strategic Plan – Goal 1: An Inclusive Community of Self-sufficient Residents, Objective 1.5: Intentionally address issues of race and equity; and Goal 2: A Healthy and Safe City, Objective 2.3: Improve community health and safety outcomes by connecting residents with effective resources.

Community Engagement:

By the nature of their work, the Navigator is continuously engaged with the community, providing support and resource navigation.

Budgetary Impact:

This has no impact on the General Fund. The funds will be expensed and reimbursed in the Human Services Fund.

Recommendation:

Staff recommends approval and appropriation of grant funds.

Alternatives:

If the grant funds are not appropriated, the Navigator's hours would not be extended.

Attachments:

Appropriation Resolution
Memorandum of Agreement

**RESOLUTION TO APPROPRIATE FUND FOR
Expansion of Pathways Community Resource Navigation - TJACH Grant
\$10,000**

WHEREAS, the Human Services Department of the City of Charlottesville has been awarded \$10,000 from the Thomas Jefferson Area Coalition for the Homeless; and

WHEREAS, the grant award covers the period from August 16, 2021 through August 15, 2022.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$10,000 is hereby appropriated in the following manner:

Revenue – \$10,000

\$10,000	Fund: 213	Cost Center: 3411001000	G/L Account: 451020
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Expenditures - \$10,000

\$10,000	Fund: 213	Cost Center: 3411001000	G/L Account: 510010
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Memorandum of Agreement

Between

The Thomas Jefferson Area Coalition for the Homeless (TJACH)

And

The City of Charlottesville

Dept. of Human Services

This memorandum of understanding (“MOU”) is entered into this ____ 2021 by and between the **Thomas Jefferson Area Coalition for the Homeless**, a Sec. 501(c)3 organization established and operating in the Commonwealth of Virginia, with its principal place of business at 222 South Street West, Charlottesville, VA 22902 (hereinafter referred to as “**TJACH**”) and **The City of Charlottesville Dept. of Human Services**, (hereinafter referred to as “**Human Services**”) operating within the Commonwealth of Virginia, with offices at 605 E Main Street, Charlottesville, Virginia 22902.

Whereas, TJACH and Human Services, jointly with other service providers in Charlottesville, participate in the area’s Coordinated Entry System for homeless services,

Whereas, Human Services will serve as the phone entry point for homeless services in our service area,

Whereas, TJACH is responsible for ensuring an effective Coordinated Entry System exists and is available for households experiencing homelessness and at risk of experiencing homelessness,

Now, therefore, TJACH and Human Services agree as follows:

1.0 PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to define the services that Human Services will provide to the Charlottesville area Continuum of Care (CoC) and TJACH in operating the phone entry point for the Coordinated Entry System.

2.0 DEFINITIONS

Coordinated Entry System : The US Dept. of Housing and Urban Development (HUD) requires that each community receiving federal funds for homeless assistance programs must include a network of homeless service providers participating jointly to coordinate the access to and provision of homeless services. This Coordinated Entry System must be accessible, fair, and provide a consistent experience for all households seeking to access homeless services.

The Thomas Jefferson Area Coalition for the Homeless (TJACH): serves as the leader of Charlottesville's Continuum of Care and as the organization responsible for coordinating services and tracking progress in meeting the goals of our Community Plan to End Homelessness. TJACH is the applicant to the Department of Housing and Community Development (DHCD) for the Virginia Homelessness Solutions Program (VHSP). Through a separate agreement, the City of Charlottesville serves as the fiscal agent for the VHSP grant.

3.0 Human Services – SERVICE DELIVERABLES

Human Services will provide staffing of the phone-line entry point for the Coordinated Entry System from 9:00 AM to 5:00 PM, Monday through Friday each week. The Human Services Community Resource Navigator staff member will utilize the local HMIS provided by TJACH to document each call received and to provide electronic referrals for homeless assistance.

4.0 TJACH (CoC) DELIVERABLES

TJACH will provide \$10,000 annually to Human Services to support the Community Resource Navigator position and to extend the operating hours of the phone-line entry point from 2:00 PM to 5:00 PM Monday through Friday each week.

HMIS Management

TJACH will be responsible for selecting and maintaining a community-wide Homeless Management Information Service (HMIS), developing data quality standards, monitoring agency-level use of HMIS and reviewing community level data for the entire Continuum of Care. Weekly entry of HMIS data will be required of all VHSP funded agencies.

TJACH will serve as the liaison between the HMIS software provider and the service provider users, addressing any barriers to HMIS access, and providing yearly on-site training.

TJACH will prepare and submit required community level data reports to the State Dept. of Housing and Community Development.

5.0 GOALS, DURATION, and MODIFICATION

TJACH and Human Services agree to this MOU for the 12 months beginning August 16, 2021.

This agreement may be modified, on an ongoing basis, based upon mutual consent of the parties provided such amendments are in writing.

Witness the following signatures:

For Human Services

Misty Graves
By Misty Graves, Interim Director, Human Services

08/19/2021
Date

For TJACH

Anthony Haro
By Anthony Haro, Executive Director
Thomas Jefferson Area Coalition for the Homeless

8/19/21
Date

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	September 7, 2021
Action Required:	Resolution to Appropriate Funds
Presenter:	Susan Morrow, Offender Aid and Restoration
Staff Contact:	Susan Morrow, Offender Aid and Restoration Krisy Hammill, Senior Budget and Management Analyst
Title:	Resolution to Appropriate Funds for Virginia Behavioral Health Docket Grant - \$49,000

Background:

The City of Charlottesville, on behalf of the Charlottesville-Albemarle Therapeutic Docket program, has received a Supreme Court of Virginia Behavioral Health Docket Grant in the amount of \$49,000 for operations of the therapeutic docket program, which is operated by Offender Aid and Restoration (O.A.R.). The City of Charlottesville serves as fiscal agent for the Supreme Court of Virginia Behavioral Health Docket Grant.

Discussion:

In its fourth year of operation, the Charlottesville-Albemarle Therapeutic Docket program is a supervised 6 to 12 month treatment program that serves as an alternative to incarceration for offenders. The Therapeutic Docket is a specialized docket within the existing structure of the court system given the responsibility to handle cases involving non-violent adult misdemeanor offenders who suffer from serious mental illness. The program uses the power of the court to assist non-violent offenders to achieve wellness and recovery through a combined system of intensive supervision, medication management, mental health treatment, and regular court appearances.

The total program budget is **\$158,450** and includes three funding sources:

- Supreme Court of VA: \$49,000
- City of Charlottesville: \$54,450, (previously appropriated)
- Albemarle County: \$55,000, (previously appropriated)

Alignment with City Council Vision and Strategic Plan:

This relates to the City of Charlottesville’s priority area of safety/criminal justice. The Therapeutic Docket is a valuable, less expensive alternative to incarceration for certain criminal offenders with serious mental illness which utilizes a blend of court-ordered supervision, mental health treatment services, court appearances, and behavioral sanctions and incentives to reduce recidivism and enhance personal accountability and mental health and wellness among participants.

Community Engagement:

The Therapeutic Docket is a direct service provider and is engaged daily with non-violent criminal offenders with serious mental illness who are at a high level of risk for reoffending and have a high level of need due to mental illness. By collaborating with the Court system, Region Ten Community Services Board, Partners for Mental Health, and the Sheriff’s department, the Therapeutic Docket provides these offenders with a highly structured, rigorously supervised system of treatment and criminal case processing that results in a significant reduction in recidivism rates for program participants and graduates. Participants gain access to the Therapeutic Docket through referrals from police, probation, magistrates, defense attorneys and other local stakeholders. Participants have active criminal cases pending in the General District Court. If they successfully complete the program which takes a minimum of 6 months, participants may have their pending charges dismissed. If participants are unsuccessful and have to be terminated from the program, they return to court to face their original charges. Successful Therapeutic Docket participants return the community’s investment in them by improving their mental health status, maintaining compliance with treatment regimens, including medications, and reducing their criminal behaviors in the community.

Budgetary Impact:

No additional City funding is required. The City’s match for this grant, \$54,450, was appropriated within the FY 2022 Council Approved Budget as part of the City’s contribution to Offender Aid and Restoration through the Vibrant Community Fund process.

Recommendation:

Staff recommends approval and appropriation.

Attachments:

Resolution to Appropriate Funds

**RESOLUTION TO APPROPRIATE FUNDS FOR THE
Charlottesville - Albemarle Therapeutic Docket Grant Award
\$49,000**

WHEREAS, the Supreme Court of Virginia awarded the Supreme Court of Virginia Behavioral Health Docket Grant in the amount of \$49,000 for the Charlottesville - Albemarle Therapeutic Docket in order to fund salaries, benefits, and operating expenses; and

WHEREAS, the City of Charlottesville serves as the fiscal agent for this grant program; and

WHEREAS, the City of Charlottesville and Albemarle County both have dedicated local matches to this grant, totaling \$109,450; and

WHEREAS, the grant award covers the period September 1, 2021 through June 30, 2022.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$49,000, received as a grant from the Supreme Court of Virginia, is hereby appropriated in the following manner:

Revenues

\$49,000 Fund: Internal Order: #1900428 G/L Account: 430110 (State Grant)

Expenditures

\$49,000 Fund: Internal Order: #1900428 G/L Account: 530670

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$49,000 from the Supreme Court of Virginia.

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



Agenda Date:	September 7, 2021
Action Required:	Resolution to Appropriate Funds
Presenter:	Susan Morrow, Offender Aid and Restoration
Staff Contact:	Krisy Hammill, Senior Budget and Management Analyst Susan Morrow, Offender Aid and Restoration
Title:	Resolution to Appropriate Funds for the Charlottesville/Albemarle Adult Drug Treatment Court Grant Award - \$240,000

Background:

The City of Charlottesville, on behalf of the Charlottesville/Albemarle Adult Drug Treatment Court, has received a Supreme Court of Virginia Drug Treatment Court Grant in the amount of \$240,000 for operations of the drug court program, which is operated by Offender Aid and Restoration (OAR). The City of Charlottesville serves as fiscal agent for the Supreme Court of Virginia Drug Treatment Court Docket Grant.

Discussion:

In its twenty-fourth year of operation, the Charlottesville/Albemarle Adult Drug Treatment Court is a supervised 12 month drug treatment program that serves as an alternative to incarceration for offenders. Drug Court is a specialized docket within the existing structure of the court system given the responsibility to handle cases involving non-violent adult felony offenders with moderate to severe substance use disorders. The program uses the power of the court to assist non-violent offenders to achieve recovery through a collaborative system of intensive supervision, drug testing, substance abuse treatment, and regular court appearances.

The total program budget is **\$364,725** and includes three funding sources:

- Supreme Court of VA - \$240,000
- City of Charlottesville: \$68,352, which has already been appropriated
- Albemarle County: \$56,373, which has already been appropriated

Alignment with City Council Vision and Strategic Plan:

This relates to providing support for persons interacting with the legal or criminal justice system and the City of Charlottesville's priority Safety/Criminal Justice. Drug Court directly affects the community by reducing recidivism among Drug Court participants and graduates. Additionally, Drug Court mitigates risk by reducing drug and alcohol use among program participants and graduates. Reduction of drug and alcohol use fosters participant rehabilitation, public safety, and participant accountability; all of which are factors in helping the community achieve its stated goals. Reduced recidivism results in reduced public cost associated with re-arrest and incarceration, a reduction in potential victims of crime, and overall enhanced quality of life for community residents. As the writers of the Adult Drug Court Best Practice Standards state, "Drug Courts improve communities by successfully getting justice-involved individuals clean and sober, stopping drug-related crime, reuniting broken families, ... and preventing impaired driving" Not only is Drug Court an effective agent of change, it is an extremely cost effective approach. Numerous meta-analyses have concluded that Drug Courts produce an average return on investment of \$2 to \$4 for every \$1 invested. Because of the above, ensuring that the 24 year old Drug Court program remains available to residents of the City of Charlottesville and Albemarle County will help the community achieve its goals.

Community Engagement:

The Drug Treatment Court is a direct service provider and is engaged daily with non-violent criminal offenders with drug driven crimes who are at a high level of risk for reoffending due to active addictions and long standing patterns of criminal behavior. By collaborating with the Court system, Region Ten Community Services Board, and the Sheriff's department, the Drug Treatment Court provides these offenders with a highly structured, rigorously supervised system of treatment and criminal case processing that results in a significant reduction in recidivism rates for program participants and graduates. Participants gain access to the Drug Treatment Court through referrals from police, probation, magistrates, defense attorneys and other local stakeholders. Participants have active criminal cases pending in the Circuit Court. If they successfully complete the program which takes a minimum of 12 months, participants may have their pending charges reduced or dismissed. If participants are unsuccessful and have to be terminated from the program, they return to court to face their original charges. Successful Drug Treatment Court participants return the community's investment in them by maintaining full time, tax paying employment, providing for and taking care of their children and families including paying off back child support, behaving as good role models in the community, and supporting the recovery community in Charlottesville.

Budgetary Impact:

No additional City funding is required. The City's match for this grant, \$68,352, was appropriated as part of the FY 2022 Council Approved Budget as part of the City's contribution to Offender Aid and Restoration through the Vibrant Community Fund process.

Recommendation:

Staff recommends approval and appropriation.

Attachments:

Resolution to Appropriate Funds

**RESOLUTION TO APPROPRIATE FUNDS FOR
Charlottesville/Albemarle Adult Drug Treatment Court Grant Award
\$240,000**

WHEREAS, the Supreme Court of Virginia awarded the Supreme Court of Virginia Drug Treatment Court Docket Grant in the amount of \$240,000 for the Charlottesville/Albemarle Drug Court Treatment Court in order to fund salaries, benefits, and operating expenses; and

WHEREAS, the City of Charlottesville serves as the fiscal agent for this grant program; and

WHEREAS, the City of Charlottesville and Albemarle County both have dedicated local matches to this grant, totaling \$124,725; and

WHEREAS, the grant award covers the period July 1, 2021 through June 30, 2022.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$240,000, received as a grant from the Supreme Court of Virginia, is hereby appropriated in the following manner:

Revenues

\$240,000 Fund: 209 Internal Order: 1900431 G/L Account: 430120

Expenditures

\$240,000 Fund: 209 Internal Order: 1900431 G/L Account: 530550

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$240,000 from the Supreme Court of Virginia.

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	September 7, 2021
Action Required:	Approval and Appropriation
Presenter:	Misty Graves, Charlsie Stratton, Human Services
Staff Contacts:	Charlsie Stratton, Program Supervisor, Community Attention Foster Families Misty Graves, Interim Director, Human Services
Title:	Recruitment/Retention of BIPOC Foster Families Bama Works

Background:

The Department of Human Services Community Attention Foster Families (CAFF) received capacity building funding to improve "Recruitment and Retention of Black Indigenous and People of Color Foster Families" to serve the disproportionate number of BIPOC children placed in foster care locally. The project will provide funding for multi-media recruitment of BIPOC foster homes and support family engagement and training activities for foster families. The intended impact to have more BIPOC children placed in culturally and racially appropriate foster home, resulting in more stability and a faster pace to permanency. The total grant is \$5,000 and there is no required local match.

Discussion:

The federal Multiethnic Placement Act (MEPA) of 1994 was to ensure long term connections and support for all children, particularly children of color. MEPA "requires agencies to diligently recruit a diverse base of foster and adoptive parents to better reflect the racial and ethnic makeup of children in out of home care." Currently, 66% of CAFF foster children are BIPOC as compared to 21% of foster homes. Children entering foster care invariably have experienced trauma including separation from their families of origin. Expecting them to adjust to a culture different from their own compounds that trauma. While most white foster parents have the best intentions, research shows that BIPOC children in white families remain in foster care longer and are slower to move to a permanent home. Recruiting foster parents of any race has been challenging over the past year due to COVID.

The long-term value of this project will be a stronger, more inclusive, and anti-racist system of foster care. CAFF foster parents will reflect the racial and ethnic diversity of the children they serve. BIPOC foster families will have the skills and knowledge to effectively serve the children they are parenting. Most importantly, foster families and children will feel supported and bonded to other foster families. Foster families that experience this bond are able to provide mutual

support to each other.

Children in homes that are connected to other foster children in similar situations are more stable and resilient, being able to share their experiences with others. As a result, foster children will have fewer placement disruptions and will move more quickly to permanency.

Alignment with Council Vision Areas and Strategic Plan:

The Bama Works Fund grant aligns with the City of Charlottesville’s Strategic Plan – Goal 1: An Inclusive Community of Self-sufficient Residents, Objective 1.5: Intentionally address issues of race and equity; and Goal 2: A Healthy and Safe City, Objective 2.3: Improve community health and safety outcomes by connecting residents with effective resources.

Community Engagement:

CAFF has an active and engaged Foster Family/Staff Committee that includes 10 resource foster families. These families have committed to be pod leaders to reach out to other foster families to form relationships and bonds. It is their intention to promote retention by providing mutual support by participating in shared activities and trainings. Foster parents have committed to being co-trainers in the proposed training opportunities. Several have agreed to share mini-stories in the proposed marketing activities.

Budgetary Impact:

This has no impact on the General Fund. The funds will be expensed and reimbursed to a Grants Fund.

Recommendation:

Staff recommends approval and appropriation of grant funds.

Alternatives:

If the grant funds are not appropriated CAFF will seek other means to recruit and retain a diverse pool of foster parents.

Attachments:

Appropriation Resolution

RESOLUTION
Appropriating funds for Changing the Narrative Black Male Achievement
Bama Works Fund Grant - \$5,000

WHEREAS, the Human Services Department of the City of Charlottesville has been awarded \$5,000 from the Bama Works Fund; and

WHEREAS, the grant award covers the period from July 1, 2021 through June 30, 2022.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$5,000 is hereby appropriated in the following manner:

Revenue – \$5,000

\$5,000 Fund: 213 Cost Center: 3413002000 G/L Account: 451022

Expenditures - \$5,000

\$5,000 Fund: 213 Cost Center: 3413002000 G/L Account: 599999

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



Agenda Date:	September 20, 2021
Action Required:	Appropriation
Presenter:	Chris Gensic, Parks and Recreation
Staff Contacts:	Chris Gensic, Parks and Recreation Krisy Hammill, Office of Budget and Performance Management
Title:	VDOT HSIP grant – Madison Avenue Washington Park Bike Ramp - \$88,350

Background:

The City of Charlottesville, through Parks and Recreation, has received an award from the Virginia Department of Transportation (VDOT) in the amount of \$88,350 to assist with efforts to construct a bicycle and pedestrian trail connector from Madison Avenue to Preston Avenue adjacent to Washington Park. The grant requires a local match of \$13,450 which is to be appropriated from the Trails CIP fund. The award of \$74,900 will be appropriated into a new CIP account

Discussion:

There is currently a staircase at the end of Madison Avenue that provides pedestrian access into lower Washington Park. The City is interested in improving this access to also provide for ADA, bicycle, and strollers as well as pedestrians.

Community Engagement:

The bicycle, pedestrian and trail master plan was developed with multiple public meetings and was approved by council to be an addendum to the City Comprehensive Plan.

Alignment with City Council's Vision and Strategic Plan:

Construction of this trail will further council goals of being a Connected City by establishing a portion of the bicycle and pedestrian trail system that enhances our residential neighborhoods.

Budgetary Impact:

If these grants funds are appropriated, the match will be taken from the annual Trail CIP account.

Recommendation:

Staff recommends appropriation of grant funds.

Alternatives:

If grants funds are not appropriated, the project will have to be funded entirely with local dollars.

Attachments:

Appropriation Resolution

**RESOLUTION APPROPRIATING FUNDS for
VDOT Highway Safety Improvement (HSIP) Grant for
Washington Park to Madison Avenue Trail - \$88,350**

WHEREAS, the City of Charlottesville, through Parks and Recreation, has been awarded \$74,900 from the Virginia Department of Transportation to construct a bicycle and pedestrian ramp to connect Madison Avenue; and at Washington Park

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$88,350 is hereby appropriated in the following manner:

Revenue

\$74,900	Fund: 426	WBS: P-01052	G/L Account: 430120
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Expenditures

\$74,900	Fund: 426	WBS: P-01052	G/L Account: 599999
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Transfer From

\$13,450	Fund: 426	WBS: PR-001	G/L Account: 599999
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Transfer To

\$13,450	Fund 426	WBS: P-01052	G/L Account: 599999
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BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$74,900 from the Virginia Department of Transportation.

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



Agenda Date:	September 20, 2021
Action Required:	Appropriation of Grant Funds
Presenter:	Chris Engel, Director of Economic Development
Staff Contacts:	Chris Engel, Director of Economic Development
Title:	Virginia Department of Social Services (V.D.S.S.) Temporary Aid to Needy Families (T.A.N.F.) Grants – \$257,479.76

Background:

For the past three years, the City of Charlottesville, through the Office of Economic Development (OED), has been receiving matching grants from the Virginia Department of Social Services (VDSS) in order to provide workforce development training and supportive services to individuals residing in the City of Charlottesville living at or below 200% poverty. These grants include:

1. ***VDSS Employment for TANF Participants Grant (BEN-17-056)*** – a \$50,000 grant awarded in 2017 for Growing Opportunities (GO) workforce development training programs and supportive services,
2. ***VDSS Employment for TANF Participants Grant (BEN-19-024)*** – a \$33,800 grant awarded in 2021 to support a 40 hour long-term temporary position in the Downtown Job Center to help staff all GO workforce training programs, and
3. ***VDSS Employment Advancement for TANF Participants Grant (BEN-19-113)*** – a \$173,679.76 grant awarded in 2021 for additional GO workforce development training programs including minority business/entrepreneurship training programs and supportive services.

VDSS has agreed to renew all three grants for the new fiscal year (July 1, 2021 to June 30, 2022) in the following amounts:

1. V.D.S.S. Employment for T.A.N.F. Participants Grant (4th Renewal) –\$50,000
2. V.D.S.S. Employment for T.A.N.F. Participants Grant (3rd Renewal) – \$33,800
3. V.D.S.S. Employment Advancement for T.A.N.F. Participants Grant (3rd Renewal) – \$173,679.76

The first two V.D.S.S Employment for T.A.N.F. Participants grants listed above (BEN-17-056 and BEN-19-024) require a 15 percent match of local dollars. The OED has historically matched these grants from the Workforce Investment Fund (P-00385). The third V.D.S.S Employment Advancement for T.A.N.F. Participants grant (BEN-19-113) does not require a match. The OED will once again match the grants from the Workforce Investment Fund – \$7,500 for BEN-17-056 and \$5,070 for BEN-19-024. Funding will be used for the same purposes stated in the original grant

proposals.

Discussion:

In July 2013, the City’s Strategic Action Team on Workforce Development (SAT) issued a report to City Council entitled, *Growing Opportunity: A Path to Self-Sufficiency*. The report, which was subsequently endorsed by Council, examines the barriers to employment for low-income City residents and makes recommendations on how to address these barriers. One of the recommendations is to “work to ensure that training programs align with the needs of new and existing businesses.”

In an effort to make progress towards this recommendation, the OED has been actively engaged in developing jobs-driven workforce development training programs in partnership with local employers. Thirty three GO programs have been administered since 2014. The flagship program, GO Driver, has been conducted eleven times and trains City residents to get their Class B Commercial Driver’s License and become Relief Transit Bus Operators with Charlottesville Area Transit (CAT) and/or Pupil Transportation at a rate of \$16.53 per hour. GO Cook, which trains individuals in the culinary arts and prepares them for careers in local food and hospitality establishments has also been run seven times, resulting in almost 40 individuals being placed into employment. In addition to technical training, GO programs also include assistance with supportive services such as rental assistance, car repair, exam fees, etc. These costs, which average about \$300 per participant, are also included as part of the programming.

Additionally, the City recently launched the Minority Business Program, which is designed to promote the startup of minority- and woman-owned businesses in the City and the growth and expansion of existing City minority- and woman-owned business. The OED sees business creation and retention as a potential means to self-sufficiency either through full-time business ownership or supplemental income. In FY 2020, the grant funding was used for two iterations of GO Start-Up, which teaches individuals how to start up their own business and provides seed money for essential business creation purposes (e.g., business license fees, websites, business cards, logos, inventory, equipment, etc.). Fifteen individuals participated in the two programs, resulting in 15 new businesses in the Charlottesville community.

Alignment with Council Vision Areas and Strategic Plan:

This effort supports City Council’s “Economic Sustainability” vision and aligns directly with the SAT’s *Growing Opportunity* report that was approved by City Council in 2013.

It also contributes to the following goals and objectives in the City’s Strategic Plan:

Goal 4: A Strong, Creative and Diversified Economy

- Objective 4.1: Develop a quality workforce

Goal 1: An Inclusive Community of Self-sufficient Residents

- Objective 1.2: Prepare residents for the workforce

It aligns with Chapter 3 on Economic Sustainability in the Comprehensive Plan, and more specifically Goal 6, which focuses on workforce development and being an effective partner in creating a well-prepared and successful workforce.

Community Engagement:

Like practically all of the City's workforce development efforts, its employment training programs are supported by numerous community agencies and organizations. Examples include: Albemarle County, Piedmont Virginia Community College, Virginia Career Works, and employer partners. Similarly, on the business development side, partners include the Chamber Business Diversity Council, the Community Investment Collaborative, the Central Virginia Small Business Development Center, and private sector organizations. None of the work that is currently being done could be possible without this strong community engagement.

Budgetary Impact:

There is no impact to the general Fund. All funds will be budgeted and expensed in the Grants Fund. The required match for all of the grants totals \$12,570 and will come from previously appropriated Capital Improvement Program funds in the Workforce Investment Fund account.

Recommendation:

Staff recommends approval and appropriation of grant funds.

Alternatives:

If grant funds are not appropriated, more local dollars will have to be used for training or fewer low-income, underemployed City residents will be able to be trained.

Attachments:

- Resolution
- VDSS BEN-17-056 Subaward Agreement
- VDSS BEN-19-024 Subaward Agreement
- VDSS BEN-19-113 Subaward Agreement

RESOLUTION

**Appropriating funds for Virginia Department of Social Services (V.D.S.S.)
Temporary Aid to Needy Families (T.A.N.F.) Grants
\$257,479.76**

WHEREAS, the City of Charlottesville has received a fourth renewal of grant funds from the Virginia Department of Social Services in the amount of \$50,000 requiring a \$7,500 local in-kind match provided by the Office of Economic Development through the Workforce Investment Fund; and

WHEREAS, the City of Charlottesville has received a third renewal of grant funds from the Virginia Department of Social Services in the amount of \$33,800 requiring a \$5,070 local in-kind match provided by the Office of Economic Development through the Workforce Investment Fund; and

WHEREAS, the City of Charlottesville has received a third renewal of grant funds from the Virginia Department of Social Services in the amount of \$173,679.76; and

WHEREAS, the funds will be used to support workforce and business development training programs, supportive services, and staffing provided by the Office of Economic Development; and

WHEREAS, the grant award covers the period from July 1, 2021 and June 30, 2022;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$257,479.76 is hereby appropriated in the following manner:

Revenue – \$57,500

\$50,000	Fund: 209	IO: 1900426	G/L: 430120 State/Fed pass thru
\$7,500	Fund: 209	IO: 1900426	G/L: 498010

Expenditures – \$57,500

\$57,500	Fund: 209	IO: 1900426	G/L: 599999 Lump Sum
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Transfer – \$7,500

\$7,500	Fund: 425	WBS P-00385	G/L: 561209 Transfer to State Grants Fund
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Revenue – \$38,870

\$33,800	Fund: 209	Cost Center: 1621003000	G/L: 430120 State/Fed pass thru
\$5,070	Fund: 209	Cost Center: 1621003000	G/L: 498010

Expenditures – \$38,870

\$38,870	Fund: 209	Cost Center: 1621003000	G/L: 599999 Lump Sum
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Transfer – \$5,070

\$5,070	Fund: 425	WBS: P-00385	G/L: 561209 Transfer to State Grants
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Revenue – \$173,679.76

\$173,679.76 Fund: 209 IO: 1900425 G/L: 430120 State/Fed pass thru

Expenditures - \$173,679.76

\$173,679.76 Fund: 209 IO: 1900425 G/L: 599999 Lump Sum

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$257,479.76 from the Virginia Department of Social Services.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF SOCIAL SERVICES**

SUB-AWARD AGREEMENT RENEWAL with MODIFICATION

Date: April 12, 2021
Sub-Award Agreement No. BEN-17-056-01
Renewal No: 4
Modification No.: 2

Issued by: Commonwealth of Virginia
Department of Social Services
Division of General Services, Procurement
801 East Main Street, 14th Floor
Richmond, Virginia 23219-2901

On Behalf Of
VDSS Division: Benefit Programs

Subgrantee/Subrecipient: City of Charlottesville Office of Economic Development

Project: Employment for TANF Participants

This Renewal and Supplemental Agreement Modification is entered into pursuant to the provisions of the basic Agreement.

SUB-AWARD RENEWAL

In accordance with Section VIII, Administrative Requirements; Paragraph A, Amendments, the Commonwealth of Virginia, Department of Social Services (VDSS) wishes to exercise its option to renew the above referenced agreement for an additional stipulated period. The period of renewal will be from July 1, 2021 through June 30, 2022. **All renewals must be fully executed by both parties prior to the expiration date of the current agreement. The effective date of this renewal and the period of performance start date shall be no sooner than the date on which the last signature is obtained on this document.** The total dollar amount of the obligation by the VDSS for reimbursement of actual expenses shall not exceed \$50,000.00 for this renewal period.

MODIFICATION

Description of Modification:

1. Reference Attachment F – Budget: Replace the budget dated July 1, 2020 through June 30, 2021 with the revised budget *Attachment F* for the period of July 1, 2021 through June 30, 2022.
2. Reference Attachment D– Overview of Activities/Outcomes: Replace Attachment D with the revised Attachment D – Overview of Activities /Outcomes for the period of July 1, 2021 through June 30, 2022.
3. Reference RFA – Section VII – Reporting Requirements, letter D and E, is hereby added as follows:
 - D. **Informational Purposes**: Contracted service providers are highly encouraged to join Unite Virginia, a statewide coordinated care network of health and social service providers. Partners in the network send and receive closed-loop, secure, electronic referrals across multiple sectors and organizations through the shared [Unite Us platform](#). The platform enables providers to track every person’s total health journey and report on tangible outcomes. Access to the platform is free until June 10, 2022.

Unite Us is the vendor selected by the state to power the Unite Virginia network and is partnering with the Office of the Virginia Secretary of Health and Human Resources, Virginia Department of Social Services, the Virginia Department of Health, Optima Health, Kaiser Permanente, the Virginia Mental Health Access Program, Partnering for a Healthy Virginia, and Virginia Hospital & Healthcare Association, among others. The platform is available at no cost to nonprofits and many organizations that are part of the safety net, like

E. **Virginia Longitudinal (VLDS):** Submit to VDSS within 10 business days following the end of each calendar quarter, data on subrecipients receiving services during the quarter. VDSS will use this data to evaluate contract performance and to conduct research on outcomes for subrecipients of services. Subrecipients whose data are collected must be informed that their data will be protected as required by state and federal law, and that services will not be withheld if they refuse to disclose this information. VDSS will provide the vendor a formatted Excel file for submitting data, and instructions on how to submit the data securely to VDSS. The following data are required for each subrecipient, including

- a) First name
- b) Middle name
- c) Last name
- d) Date of Birth
- e) Social Security Number
- f) Gender
- g) Race
- h) Home address (if available - street, city, state, zip code)
- i) Email (if available)
- j) Phone (if available)
- k) Service provided (i.e. Parenting education, Non-court referred mediation, or Supervised parenting time)
- l) Date of service
- m) Location of service
- n) Case Number – if applicable

4. **Reference RFA – Section IX - General Conditions, Letters C and O,** is hereby changed to read:

C. **ANTI-DISCRIMINATION:** By submitting their applications, applicants certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, § 2.2-4343.1E*).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the subrecipient agrees as follows:

- a. The subrecipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the subrecipient. The subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The subrecipient, in all solicitations or advertisements for employees placed by or on behalf of the subrecipient, will state that such subrecipient is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. If the subrecipient employs more than five employees, the subrecipient shall (i) provide annual training on the subrecipient's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the subrecipient's sexual harassment policy in (a) a conspicuous public place in each building located

in the Commonwealth that the subrecipient owns or leases for business purposes and (b) the subrecipient's employee handbook.

- e. The requirements of these provisions 1. and 2. are a material part of the contract. If the subrecipient violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the subrecipient, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The subrecipient will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Faith-based organizations may request an exemption from subparagraph 1.f. above prior to the close date and time for receipt of applications. Such a request should be in writing and explain how subparagraph 1.f. us or moral convictions or polies. The request should be sent to the Contract Officer for the solicitation. For the purposes of this provision, a "faith-based organization" is (1) an entity organized for purposes of engaging a in religious practice or (2) a charitable or education organization affiliated with such an entity.

O. NONDISCRIMINATION OF SUBRECIPIENTS: An Applicant or subrecipient shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the applicant or subrecipient employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

5. Reference RFA – Section IX - General Conditions, Letter Z: is hereby added as follows:

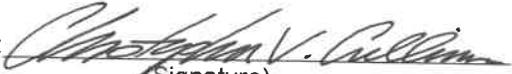
Z. SECURITY AND TRANSFER OF DATA: The following terms and conditions relate to the protection, sharing, and inspection of information. VDSS and its agents reserve the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

- a. All sensitive information shall be communicated through a secure messaging portal, encrypted email or some other means approved by Commonwealth Security and VDSS/ISRM. Attachments must be encrypted with a password or some other method enforcing encryption by Commonwealth Security and VDSS/ISRM (Information Security/Risk Management).
- b. Google Chrome is to be used as the method to communicate client specific data from VDSS to the sub-grantee.
- c. An encryption method for WORD documents must be used to encrypt all client level data that is sent from the sub-grantee and VDSS; the encryption level must be at SHAS-2 or higher with a minimum of 256-bit encryption.
- d. No less than annually VDSS will change the password associated with the subaward and provide this password to the sub-grantee.

Except as provided herein, as heretofore changed, the Scope of Services and all terms and conditions of the Agreement BEN-17-056-01 shall remain unchanged and in full force and effect.

CITY OF CHARLOTTESVILLE

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF SOCIAL SERVICES

BY: 
(Signature)

BY: _____
(Procurement Official Signature)

NAME: **CHRISTOPHER V. CULLINAN**
Director of Finance
(Print)

NAME: _____
(Print)

TITLE: _____

TITLE: _____

DATE: 4-15-2021

DATE: _____

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF SOCIAL SERVICES**

SUB-AWARD AGREEMENT RENEWAL with MODIFICATION

Date: May 11, 2021
Sub-Award Agreement No. BEN-19-024-02
Renewal No: 2
Modification No.: 2

Issued by: Commonwealth of Virginia
Department of Social Services
Division of General Services, Procurement
801 East Main Street, 14th Floor
Richmond, Virginia 23219-2901

On Behalf Of
VDSS Division: Benefit Programs

Subgrantee/Subrecipient: City of Charlottesville, Office of Economic Development

Project: Employment for TANF Participants

This Renewal and Supplemental Agreement Modification is entered into pursuant to the provisions of the basic Agreement.

SUB-AWARD RENEWAL

In accordance with Section VIII, Administrative Requirements; Paragraph G, Renewal of Agreement, the Commonwealth of Virginia, Department of Social Services (VDSS) wishes to exercise its option to renew the above referenced agreement for an additional stipulated period. The period of renewal will be from July 1, 2021 through June 30, 2022. All renewals must be fully executed by both parties prior to the expiration date of the current agreement. The effective date of this renewal and the period of performance start date shall be no sooner than the date on which the last signature is obtained on this document. The total dollar amount of the obligation by the VDSS for reimbursement of actual expenses shall not exceed \$33,800.00 for this renewal period.

MODIFICATION

Description of Modification:

1. Reference Attachment F – Budget: Replace the budget dated July 1, 2020 through June 30, 2021 with the revised budget *Attachment F* for the period of July 1, 2021 through June 30, 2022.
2. Reference Attachment D – Overview of Activities/Outcomes: Replace Attachment D with the revised Attachment D – Overview of Activities/Outcomes for the period of July 1, 2021 through June 30, 2022.
3. Reference RFA – Section I – Award Information, Purpose of Request for Application (RFA), is hereby added as follows after the bullet point paragraph, as a separate paragraph:

B. TANF Purpose: This initiative is 100% funded by TANF. The initiative is for the following TANF purpose:

- Provide assistance to needy families so that children can be cared for in their own homes or in the homes of relatives.
- End the dependence of needy parents by promoting job preparation, work, and marriage.
- Prevent and reduce the incidence of out-of-wedlock pregnancies.
- Encourage the formation and maintenance of two-parent families.

4. Reference RFA – Section I – Award Information, Purpose of Request for Application (RFA), Letters C and D, is hereby added as follows after the above paragraph, as separate paragraphs:

C. Diversity, Equity & Inclusion Statement: VDSS is a diverse, multi-racial and multicultural organization. Our commitment to fully embrace diversity, equity and inclusion is central to our mission, embedded in our core values and critical to the well-being of our staff and the communities we serve. As human service professionals, our success rests in our ability to cultivate inclusive environments, promote equitable outcomes, and demonstrate leadership through service. We all must choose to be informed, self-reflective and proactive in our advocacy. This includes constant evaluation of structures, norms and policies that perpetuate discrimination, racism, disparities and exclusion. This is also includes full embedding our commitment to diversity, equity and inclusion into specific and actionable practices throughout our entire social services system.

D. Informational Purposes: Contracted service providers are highly encouraged to join Unite Virginia, a statewide coordinated care network of health and social service providers. Partners in the network send and receive closed-loop, secure, electronic referrals across multiple sectors and organizations through the shared Unite Us platform. The platform enables providers to track every person’s total health journey and report on tangible outcomes. Access to the platform is free until June 10, 2022.

Unite Us is the vendor selected by the state to power the Unite Virginia network and is partnering with the Office of the Virginia Secretary of Health and Human Resources, Virginia Department of Social Services, the Virginia Department of Health, Optima Health, Kaiser Permanente, the Virginia Mental Health Access Program, Partnering for a Healthy Virginia, and Virginia Hospital & Healthcare Association, among others. The platform is available at no cost to nonprofits and many organizations that are part of the safety net, like community health centers and mental health centers. For more information and to join, please visit <https://virginia.uniteus.com/>

5. Reference RFA – Section VII – Reporting Requirements, Letter D, is hereby added as follows:

D. Data Collection: Submit to VDSS within 10 business days following the end of each calendar quarter, data on subrecipients receiving services during the quarter. VDSS will use this data to evaluate contract performance and to conduct research on outcomes for subrecipients of services. Subrecipients whose data are collected must be informed that their data will be protected as required by state and federal law, and that services will not be withheld if they refuse to disclose this information. VDSS will provide the vendor a formatted Excel file for submitting data, and instructions on how to submit the data securely to VDSS. The following data are required for each subrecipient, including

- a) First name
- b) Middle name
- c) Last name
- d) Date of Birth
- e) Social Security Number
- f) Gender
- g) Race
- h) Home address (if available - street, city, state, zip code)
- i) Email (if available)
- j) Telephone Number (if available)
- k) Type of Service provided
- l) Date of service
- m) Location of service
- n) Case Number – if applicable
- o) Other

6. Reference RFA – Section IX - General Conditions, Letters C, and P, is hereby changed to read:

C. ANTI-DISCRIMINATION: By submitting their applications, applicants certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual

orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the subrecipient agrees as follows:
 - a. The subrecipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the subrecipient. The subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The subrecipient, in all solicitations or advertisements for employees placed by or on behalf of the subrecipient, will state that such subrecipient is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. If the subrecipient employs more than five employees, the subrecipient shall (i) provide annual training on the subrecipient's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the subrecipient's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the subrecipient owns or leases for business purposes and (b) the subrecipient's employee handbook.
 - e. The requirements of these provisions 1. and 2. are a material part of the contract. If the subrecipient violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the subrecipient, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The subrecipient will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Faith-based organizations may request an exemption from subparagraph 1.f. above prior to the close date and time for receipt of applications. Such a request should be in writing and explain how subparagraph 1.f. is or moral convictions or polices. The request should be sent to the Contract Officer for the solicitation. For the purposes of this provision, a "faith-based organization" is (1) an entity organized for purposes of engaging a in religious practice or (2) a charitable or education organization affiliated with such an entity.

P. NONDISCRIMINATION OF SUBRECIPIENTS: An Applicant or subrecipient shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the applicant or subrecipient employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

7. Reference RFA – Section IX - General Conditions, Letters AA, BB and CC, is hereby added as follows:

AA. SECURITY AND TRANSFER OF DATA: The following terms and conditions relate to the protection, sharing, and inspection of information. VDSS and its agents reserve the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

- a. All sensitive information shall be communicated through a secure messaging portal, encrypted email or some other means approved by Commonwealth Security and VDSS/ISRM. Attachments must be encrypted with a password or some other method enforcing encryption by Commonwealth Security and VDSS/ISRM (Information Security/Risk Management).
- b. Google Chrome is to be used as the method to communicate client specific data from VDSS to the sub-grantee.
- c. An encryption method for WORD documents must be used to encrypt all client level data that is sent from the sub-grantee and VDSS; the encryption level must be at SHAS-2 or higher with a minimum of 256-bit encryption.
- d. No less than annually VDSS will change the password associated with the subaward and provide this password to the sub-grantee.

BB. VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "I Sell To Virginia".

CC. CIVILITY IN STATE WORKPLACE: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

Except as provided herein, as heretofore changed, the Scope of Services and all terms and conditions of the Agreement BEN-19-024-02 shall remain unchanged and in full force and effect.

CITY OF CHARLOTTESVILLE
OFFICE OF ECONOMIC DEVELOPMENT

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF SOCIAL SERVICES

BY: 
(Signature)

BY: _____
(Procurement Official Signature)

NAME: CHRISTOPHER V. CULLINAN
(Director of Finance)

NAME: _____
(Print)

TITLE: _____

TITLE: _____

DATE: 5.13.2021

DATE: _____

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF SOCIAL SERVICES**

SUB-AWARD AGREEMENT RENEWAL with MODIFICATION

Date: May 24, 2021
Sub-Award Agreement No.: BEN-19-113-03
Renewal No.: 2
Modification No.: 2

Issued by: Commonwealth of Virginia
Department of Social Services
Division of General Services, Procurement
801 East Main Street, 14th Floor
Richmond, Virginia 23219-2901

On Behalf Of
VDSS Division: Benefit Programs

Subgrantee/Subrecipient: City of Charlottesville, Office of Economic Development

Project: Employment Advancement for TANF Participants

This Renewal and Supplemental Agreement Modification is entered into pursuant to the provisions of the basic Agreement.

SUB-AWARD RENEWAL

In accordance with Section VIII, Administrative Requirements; Paragraph A, Renewal of Agreement, the Commonwealth of Virginia, Department of Social Services (VDSS) wishes to exercise its option to renew the above referenced agreement for an additional stipulated period. The period of renewal will be from July 1, 2021 through June 30, 2022. All renewals must be fully executed by both parties prior to the expiration date of the current agreement. The effective date of this renewal and the period of performance start date shall be no sooner than the date on which the last signature is obtained on this document. The total dollar amount of the obligation by the VDSS for reimbursement of actual expenses shall not exceed \$173,679.76 for this renewal period.

MODIFICATION

Description of Modification:

1. Reference Attachment F – Budget: Replace the budget dated July 1, 2020 through June 30, 2021 with the revised budget Attachment F for the period of July 1, 2021 through June 30, 2022.
2. Reference Attachment D – Overview of Activities/Outcomes: Replace Attachment D with the revised Attachment D – Overview of Activities/Outcomes for the period of July 1, 2021 through June 30, 2022.
3. Reference RFA – Section I – Award Information, is hereby added as follows after the bullet point paragraph, as a separate paragraph:

B. TANF Purpose: This initiative is 100% funded by TANF. The initiative is for the following TANF purpose:

- Provide assistance to needy families so that children can be cared for in their own homes or in the homes of relatives.
- End the dependence of needy parents by promoting job preparation, work, and marriage.
- Prevent and reduce the incidence of out-of-wedlock pregnancies.
- Encourage the formation and maintenance of two-parent families.

4. Reference RFA – Section I – Award Information, Letters C and D, is hereby added as follows after TANF Purpose as a separate paragraph under this section:

C. **Diversity, Equity & Inclusion Statement:** VDSS is a diverse, multi-racial and multicultural organization. Our commitment to fully embrace diversity, equity and inclusion is central to our mission, embedded in our core values and critical to the well-being of our staff and the communities we serve. As human service professionals, our success rests in our ability to cultivate inclusive environments, promote equitable outcomes, and demonstrate leadership through service. We all must choose to be informed, self-reflective and proactive in our advocacy. This includes constant evaluation of structures, norms and policies that perpetuate discrimination, racism, disparities and exclusion. This is also includes full embedding our commitment to diversity, equity and inclusion into specific and actionable practices throughout our entire social services system.

D. **Informational Purposes:** Contracted service providers are highly encouraged to join Unite Virginia, a statewide coordinated care network of health and social service providers. Partners in the network send and receive closed-loop, secure, electronic referrals across multiple sectors and organizations through the shared Unite Us platform. The platform enables providers to track every person's total health journey and report on tangible outcomes. Access to the platform is free until June 10, 2022.

Unite Us is the vendor selected by the state to power the Unite Virginia network and is partnering with the Office of the Virginia Secretary of Health and Human Resources, Virginia Department of Social Services, the Virginia Department of Health, Optima Health, Kaiser Permanente, the Virginia Mental Health Access Program, Partnering for a Healthy Virginia, and Virginia Hospital & Healthcare Association, among others. The platform is available at no cost to nonprofits and many organizations that are part of the safety net, like community health centers and mental health centers. For more information and to join, please visit <https://virginia.uniteus.com/>.

5. Reference RFA – Section VII – Reporting Requirements, Letter D, is hereby added as follows:

D. **Data Collection:** Submit to VDSS within 10 business days following the end of each calendar quarter, data on subrecipients receiving services during the quarter. VDSS will use this data to evaluate contract performance and to conduct research on outcomes for subrecipients of services. Subrecipients whose data are collected must be informed that their data will be protected as required by state and federal law, and that services will not be withheld if they refuse to disclose this information. VDSS will provide the vendor a formatted Excel file for submitting data, and instructions on how to submit the data securely to VDSS. The following data are required for each subrecipient, including

- a) First name
- b) Middle name
- c) Last name
- d) Date of Birth
- e) Social Security Number
- f) Gender
- g) Race
- h) Home address (if available - street, city, state, zip code)
- i) Email (if available)
- j) Telephone Number (if available)
- k) Type of Service provided
- l) Date of service
- m) Location of service
- n) Case Number – if applicable
- o) Other

6. Reference RFA – Section IX – General Conditions, Letters C, S, and EE, is hereby changed to read:

C. **ANTI-DISCRIMINATION:** By submitting their applications, applicants certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any

recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the subrecipient agrees as follows:
 - a. The subrecipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the subrecipient. The subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The subrecipient, in all solicitations or advertisements for employees placed by or on behalf of the subrecipient, will state that such subrecipient is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. If the subrecipient employs more than five employees, the subrecipient shall (i) provide annual training on the subrecipient's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the subrecipient's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the subrecipient owns or leases for business purposes and (b) the subrecipient's employee handbook.
 - e. The requirements of these provisions 1. and 2. are a material part of the contract. If the subrecipient violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the subrecipient, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The subrecipient will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Faith-based organizations may request an exemption from subparagraph 1.f. above prior to the close date and time for receipt of applications. Such a request should be in writing and explain how subparagraph 1.f. us or moral convictions or polies. The request should be sent to the Contract Officer for the solicitation. For the purposes of this provision, a "faith-based organization" is (1) an entity organized for purposes of engaging a in religious practice or (2) a charitable or education organization affiliated with such an entity.

S. **NONDISCRIMINATION OF SUBRECIPIENTS**: An applicant or subrecipient shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the applicant or subrecipient employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

EE. **SECURITY AND TRANSFER OF DATA**: The following terms and conditions relate to the protection, sharing, and inspection of information. VDSS and its agents reserve the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

- a. All sensitive information shall be communicated through a secure messaging portal, encrypted email or some other means approved by Commonwealth Security and VDSS/ISRM. Attachments must be encrypted with a password or some other method enforcing encryption by Commonwealth Security and VDSS/ISRM (Information Security/Risk Management).
- b. Google Chrome is to be used as the method to communicate client specific data from VDSS to the contractor or sub-recipient.
- c. An encryption method for WORD documents must be used to encrypt all client level data that is sent from the sub-grantee and VDSS; the encryption level must be at SHAS-2 or higher with a minimum of 256-bit encryption.
- d. No less than annually VDSS will change the password associated with the subaward and provide this password to the sub-grantee.

7. **Reference RFA – Section IX – General Conditions, Letters HH, and II**, is hereby added as follows:

HH. **VENDORS MANUAL**: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under “I Sell To Virginia”.

II. **CIVILITY IN STATE WORKPLACE**: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor’s (and any subcontractor’s) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably

should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

Except as provided herein, as heretofore changed, the Scope of Services and all terms and conditions of the Agreement BEN-19-113-03 shall remain unchanged and in full force and effect.

CITY OF CHARLOTTESVILLE, OFFICE
OF ECONOMIC DEVELOPMENT

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF SOCIAL SERVICES

BY: 
(Signature)

BY: _____
(Procurement Official Signature)

NAME: CHRISTOPHER V. CULLINAN
Director of Finance
(Print)

NAME: _____
(Print)

TITLE: _____

TITLE: _____

DATE: 6-10-2021

DATE: _____

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	September 20, 2021
Action Required:	Approval of Amended Transient Occupancy Tax Ordinance
Presenter:	Todd Divers, Commissioner of the Revenue
Staff Contacts:	Todd Divers, Commissioner of the Revenue
Title:	ORDINANCE TO AMEND AND REENACT ARTICLE IX OF CHAPTER 30 (TRANSIENT OCCUPANCY TAX) OF THE CODE OF THE CITY OF CHARLOTTESVILLE (1990)

Background:

Chapter 30, Article IX of the Charlottesville City Code, containing the City’s transient occupancy tax provisions, requires changes to align the ordinance with changes in legislation adopted by the 2021 General Assembly. In addition, the amendment clarifies the language related to reporting requirements in the event that no tax is due.

Discussion:

The proposed ordinance amendments, consistent with the changes enacted by the 2021 General Assembly, will require transient occupancy tax to be based on the total charge to the customer, including accommodation fees charged to the customer by online travel companies. Prior to this update, transient occupancy tax was calculated based on the charge for the room collected by the lodging establishment. The impetus for the change reflects a desire on the part of the General Assembly that the Commonwealth not allow online travel companies to avoid collecting and paying transient occupancy tax and retail sales and use tax on the accommodation fees charged to customers for the rental of rooms. These amendments will remedy that issue by requiring the assessment of the tax on the total room charge paid by the consumer.

Further, consistent with the changes enacted by the 2021 General Assembly, the proposed amendments specify the instances under which the tax is to be remitted by a lodging establishment itself or by a third-party intermediary, including online short-term rental agencies. We anticipate this requirement will pose significant administrative challenges because the online entities have declared their intention to withhold documentation that would substantiate such remittances. Despite this, third party intermediaries will be required to submit a report with their remittances sufficient to identify the lodging charges and tax owed by each individual property, including addresses and owners. Lodging providers will be required to submit a monthly return regardless of whether a third party intermediary will be remitting the tax on their behalf.

Finally, the proposed amendments strengthen the language requiring that a lodging tax return be submitted to the Commissioner of the Revenue each month regardless of whether tax is due or not.

This is already our longstanding practice, but we believe that extra specificity is warranted. Requiring a zero return in such instances aligns with the Department of Taxation's practices with respect to sales tax reporting, and is necessary in order to efficiently distinguish between delinquent taxpayers and those who legitimately had no sales to report.

Alignment with City Council's Vision and Strategic Plan:

n/a

Budgetary Impact:

These changes will likely result in a positive impact on revenues as, 1) transient occupancy tax will now be based on the total charge paid by the customer and not just on the cost of the room rental paid to the lodging facility, and 2) online short-term lodging purveyors will now be required to remit taxes on all stays of less than thirty days not only on the room rental but on the premium that they charge for facilitating the stay. However, without knowing the amount of additional fees and charges not previously included in the gross revenues for tax calculation, and without knowing the amount of short term rental tax revenue not currently being reported, the exact amount is difficult to calculate. At this time, we do not believe the impact will be significant. The administrative changes will have no impact on revenues, though there may be some administrative burden in compelling compliance with the reporting requirements for online lodging intermediaries.

Recommendation:

Approval the ordinance amendments.

Alternatives:

n/a

Attachments:

Ordinance to Amend and Reenact Chapter 30 (Taxation), Article IX (Transient Occupancy Tax) of the Code of the City of Charlottesville (1990), as Amended, to Conform the City's Process for Collection and Reporting of Transient Occupancy Tax with Changes in State Enabling Legislation

AN ORDINANCE TO AMEND AND REENACT CHAPTER 30 (TAXATION), ARTICLE IX. (TRANSIENT OCCUPANCY TAX) OF THE CODE OF THE CITY OF CHARLOTTESVILLE (1990) AS AMENDED, TO CONFORM THE CITY’S PROCESS FOR COLLECTION AND REPORTING OF TRANSIENT OCCUPANCY TAX WITH CHANGES IN STATE ENABLING LEGISLATION

BE IT ORDAINED by the Council of the City of Charlottesville that the provisions of Chapter 30 (Taxation), Article IX (Transient Occupancy Tax) are hereby amended and re-ordained as follows:

Sec. 30-251. - Violations of article.

Any person violating or failing to comply with any of the provisions of this article shall be guilty of a Class 3 misdemeanor. Conviction of such violation shall not relieve any person from the payment, collection or remittance of the tax provided for in this article.

Cross reference— Penalty for Class 3 misdemeanor, § 1-11.

Sec. 30-252. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Hotel Accommodation means any public or private hotel, inn, hostelry, ~~short-term rental~~~~tourist home or house~~, motel or rooming, boarding or lodging house within the city offering lodging as defined in this section, for compensation, to any transient as defined in this section.

Hotel means any structure or group of structures for rent or for hire that is primarily kept, used, maintained, advertised, or held out to the public as a place where sleeping accommodations are offered to ~~Transients~~ in return for compensation.

Lodging means the rental of room or space to any transient for compensation, ~~by in an hotel Accommodation~~ as defined in this section, ~~by a Lodging Provider or Lodging Intermediary~~, or the occupancy of such room or space by such transient. If the charge ~~for the Accommodation~~ made by any ~~hotel-person~~ to such transient includes any charge for meals, parking or other services ~~or accommodations not related to the occupancy of the room~~ in addition to lodging or the use of such room or space, then such portion of such total charge as represents only room or space rental shall be distinctly set out and billed to such transient by such ~~hotel-person~~ as a separate item.

Lodging Fee means the room charge less the discount room charge, if any, provided that the lodging fee shall not be less than zero dollars (\$0).

Lodging Intermediary means any person other than a lodging provider that facilitates the sale of an accommodation, charges a room charge to the customer, and charges a lodging fee to the customer, which fee it retains as compensation for facilitating the sale. For purposes of this definition, "facilitates the sale" includes brokering, coordinating, or in any other way arranging for the purchase of the right to use accommodations via a transaction directly, including via one or more payment processors, between a customer and a lodging provider.

Lodging Provider means any person that furnishes accommodations to the general public for compensation. The term "furnishes" includes the sale of use or possession or the sale of the right to use or possess.

Short-Term Rental means any building, structure, or unit, on the same tax parcel, sharing the same mailing address, that is used, or is intended to be used, as a residence or home for one (1) or more persons available for rent or for hire to Transients.

Transient means any person who, for a period of ~~not more~~fewer than thirty (30) consecutive days, either at his own expense or at the expense of another, obtains ~~lodging~~Lodging for which a charge is made at a ~~hotel~~n Accommodation, as defined in this section.

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

Sec. 30-253. - Levied.

There is hereby imposed and levied upon every ~~transient~~Transient obtaining or occupying ~~L~~odging within the city, in addition to all other taxes and fees of every kind now imposed by law, a tax equivalent to eight (8) percent of the total price paid for the Lodging by the Transient, or on the Transient's behalf.~~amount charged for such lodging.~~

State Law reference— Authority of city to impose tax on transient room rentals, Code of Virginia, § 58.1-~~3840~~3819.

Sec. 30-254. - Exemptions.

No tax shall be payable under this article on any charge for ~~lodging~~Lodging in, and during care or treatment in, any hospital, medical clinic, nursing or convalescent home, extended health care facility, sanatorium or sanitorium, home for the aged, infirmed, orphaned, disabled, or mentally retarded or other like facility; or in any educational institution.

Sec. 30-255. - Collection.

~~Every person receiving any payment for lodging with respect to which a tax is levied under this article shall collect the amount of such tax so imposed from the transient on whom such tax is levied, or from the person paying for such lodging at the time payment for such lodging is made. The taxes so collected shall be deemed to be held in trust for the city by the person required to collect them, until they have been remitted to the city as provided in this article.~~

For any Lodging not facilitated by a Lodging Intermediary, the Lodging Provider shall collect the tax levied pursuant to this Article from the Transient, or from the person paying for the Lodging, at the time that payment for the Lodging is made.

For any Lodging facilitated by a Lodging Intermediary, the Lodging Intermediary shall be deemed to have made the sale of the Lodging and is responsible for collecting the tax levied for the Lodging from the Transient or the person paying for the Lodging, at the time that payment for the Lodging is made. When the Lodging occurs at a hotel, the Lodging Intermediary shall remit the taxes on the lodging fee to the city and remit the remainder, if any, to the hotel,

which shall directly remit said remaining tax to the city. When the Lodging occurs at a Short-Term Rental, as defined in this Article, or any other Accommodation that is not a hotel, the Lodging Intermediary is responsible for remitting the full amount of tax to the city.

The taxes collected by any person shall be deemed to be held in trust for the city by the person required to collect them, until they have been remitted to the city as provided in this article.

State Law reference— Scope of Transient Tax, Code of Virginia, § 58.1-3826.

Sec. 30-256. - Reports and remittances generally.

Every person collecting any tax levied by this article shall make out a report thereof, upon such forms and setting forth such information as the Commissioner of revenue may prescribe and require, showing the amount of lodging charges collected and the amount of tax required to be collected thereon, and shall sign and deliver the same to the Commissioner together with a remittance of such tax, made payable to the city Treasurer. If a person, including an Accommodation Lodging Intermediary is collecting taxes from, or on behalf of, multiple Accommodations, the report shall also be sufficient to identify the lodging charges and tax owed byon Lodging at each individual property Accommodation, including the Accommodation's address and, in cases where a Lodging Intermediary is responsible for collecting and remitting the taxes, information sufficient to identify the Lodging Provider connected to the Accommodation. Such reports and remittances shall be made on or before the 20th of each month, covering the amount of tax collected during the preceding month. Lodging Providers shall be required to file monthly reports with the Commissioner even in the event no tax is due and regardless of whether they collected the tax or if it was done on their behalf by a Lodging Intermediary. All remittances received under this article by the eommissioner Commissioner shall be promptly turned over to the treasurer Treasurer.

Editor's note— It should be noted that the provisions of an ordinance adopted April 10, 2012 become effective January 1, 2013.

Sec. 30-257. - Collector's records.

It shall be the duty of every person Lodging Provider or Lodging Intermediary liable for taxes under this Article or for the collection and remittance of any tax imposed by this article, to keep and preserve for the current year and a period of the two three (23) prior years such suitable records as may be necessary to determine the amounts of charges paid for lodging, and tax thereon as for which he that Lodging Provider or Lodging Intermediary may have been responsible for collecting and paying to the city. Lodging Providers who have the taxes owed on their Accommodation collected by a third party such as a Lodging Intermediary are also

obligated to keep records under this section on the amounts that were collected on their behalf by said third party. All records kept under this section should be sufficient to identify each individual Accommodation from which the lodging charges were collected, and the tax owed for Transient stays at that Accommodation, including the Accommodation's address and, where taxes were collected and remitted by a Lodging Intermediary, identifying the Lodging Provider connected with the Accommodation on whose behalf the taxes were collected. The ~~commissioner~~ Commissioner of ~~revenue~~ Revenue shall have the right to inspect all such records at any reasonable time.

Sec. 30-258. - Duty of collector going out of business.

Whenever any person required to collect and remit to the city any tax imposed by this article shall cease to operate or otherwise dispose of his business, such tax shall immediately become due and payable, and such person shall forthwith make a report and remittance thereof.

Sec. 30-259. - Penalty for late remittance.

If any person, whose duty it is to do so, shall fail or refuse to make a report and remit the tax as required by this article within the time and in the amount required, there shall be added to such tax by the ~~e~~ Commissioner of ~~R~~ revenue a penalty in the amount of five (5) percent of such tax, or a minimum of two dollars (\$2.00), if such failure is for not more than thirty (30) days in duration.

Sec. 30-260. - Procedure upon failure to collect, report, etc.

- (a) If any person, whose duty it is to do so, shall fail or refuse to collect the tax imposed under this article and make timely report and remittance thereof, the ~~C~~ eommissioner of ~~R~~ revenue shall proceed in such manner as is practicable to obtain facts and information on which to base an estimate of the tax due. As soon as the ~~C~~ eommissioner has procured such facts and information as may be obtainable, upon which to base the assessment of any tax payable by any person who has failed to collect, report or remit such tax, the ~~C~~ eommissioner shall proceed to determine and assess against such person the tax, penalty and interest provided in this article, and shall notify such person by certified or registered mail sent to ~~his~~ their last known address, of the amount of such tax, penalty and interest, and the total amount thereof shall be payable within ten (10) days from the date such notice is sent.
- (b) It shall be the duty of the ~~C~~ eommissioner of ~~R~~ revenue to ascertain the name of every ~~person operating an Accommodation~~ person operating an Accommodation ~~hotel~~ Lodging Provider and Lodging Intermediary providing Lodging in the city, liable for the collection of the tax imposed by this article, who fails, refuses or neglects to collect such tax or to make the reports and remittances required by this article. The ~~C~~ eommissioner may have issued a summons for such person, which summons may be served upon such person by any city police officer in the manner provided by law, and one (1) return of the original thereof shall be made to the general district court for the city.

Sec. 30-261. - Reserved.

Editor's note— An ordinance adopted Nov. 15, 2004, § 6, repealed § 30-261, which pertained to application of correction. See also the Code Comparative Table.

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	September 20, 2021
Action Required:	Approval of Amended Meals Tax Ordinance
Presenter:	Todd Divers, Commissioner of the Revenue
Staff Contacts:	Todd Divers, Commissioner of the Revenue
Title:	ORDINANCE TO AMEND AND REENACT ARTICLE X OF CHAPTER 30 (MEALS TAX) OF THE CODE OF THE CITY OF CHARLOTTESVILLE (1990)

Background:

Chapter 30, Article 287 of the Charlottesville City Code, containing the City’s meals tax provisions, requires a change to clarify the language related to reporting requirements in the event that no tax is due.

Discussion:

The proposed amendment strengthens the language requiring that a meals tax return be submitted to the Commissioner of the Revenue each month regardless of whether tax is due or not. This is already our longstanding practice, but we believe that extra specificity is warranted. Requiring a zero return in such instances aligns with the Department of Taxation’s practices with respect to sales tax reporting and is necessary in order to efficiently distinguish between delinquent taxpayers and those who legitimately had no sales to report. This change also aligns with a similar amendment proposed for the transient occupancy tax ordinance.

Alignment with City Council’s Vision and Strategic Plan:

n/a

Budgetary Impact:

This change will have no impact on revenue.

Recommendation:

Approval the ordinance amendments.

Alternatives:

n/a

Attachments:

Ordinance to Amend and Reenact Chapter 30 (Taxation), Article X (Meals Tax) of the Code of the City of Charlottesville (1990), as Amended, to Clarify that Meals Tax Reports are Due from the Sellers to the City Every Month

ORDINANCE

TO AMEND AND REENACT CHAPTER 30 (TAXATION), ARTICLE X. (MEALS TAX) OF THE CODE OF THE CITY OF CHARLOTTESVILLE (1990), AS AMENDED, TO CLARIFY THAT MEALS TAX REPORTS ARE DUE FROM SELLERS TO THE CITY EVERY MONTH

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia, that the provisions of Chapter 30, Article X, Section 30-287 are hereby amended and reenacted, as follows:

Sec. 30-287. - Registration of sellers; reports and remittances generally.

The commissioner of revenue may require all prospective sellers of meals licensed to do business in the city to register for collection of the tax imposed by this article. Every seller shall make a report for each calendar month, showing the amount of charges collected for meals and the amount of tax required to be collected. The monthly reports shall be made on forms prescribed by the commissioner and shall be signed by the seller. They shall be delivered to the commissioner on or before the 20th of the calendar month following the month being reported. Each report shall be accompanied by a remittance of the amount of tax due, made payable to the city treasurer. **A report shall be filed every month, even in cases where no tax is due.** The commissioner shall promptly transmit all taxes received to the city treasurer.

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



Agenda Date:	September 20, 2021
Action Required:	Public Hearing and Approval
Staff Contacts:	Erin Atak, Grants Coordinator
Presenter:	Erin Atak, Grants Coordinator
Title:	Review of Program Performance and Setting Priorities for Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds for Program Year 22-23 (Public Hearing)

Background:

This public hearing is intended to serve as a forum for public comment on the Program Year (PY) 20 (July 1, 2020 through June 30, 2021) Consolidated Annual Performance and Evaluation Report (CAPER) and to aid City Council and staff in gathering information about the City's needs. Goals and priorities determined because of this public hearing will be the framework for funding recommendations made by the CDBG Task Force for funding available after July 2022. Based on current projections, the City can expect CDBG funding amounts similar to funds received in PY 20 or about \$433,471. The City can expect HOME funding to be similar or less than that received in FY 20 which is about \$80,575.13 per locality, or \$644,752 total for the HOME consortium.

Discussion

FY 2020-2021 PROGRAM PERFORMANCE HIGHLIGHTS

In FY 21, CDBG projects benefited 1691 people. Regular entitlement projects included technical assistance for microenterprises and entrepreneurs, homelessness re-entry services, park public infrastructure improvements, and homeowner rehabilitation. Emergency covid projects included short term rental relief programs, community health outreach, technical assistance for microenterprises, coordinated entry services for the homeless, and emergency financial services for low-to-moderate income Charlottesville residents. For CDBG-CV activities, economic development projects and public service activities will have successes and growth far after FY 21 as this is a 6-year grant. Some infrastructure improvements have been completed within the Belmont neighborhood; however, project outcomes cannot be reported until the project activities are fully complete.

CDBG Activities – Program Year 2020		Goal	Actual
Support Job Improvement through Microenterprise Assistance	Business Assisted	15	20
Support Homeless and Transition to Independence	Persons Assisted	41	570
Conduct Public Services Employment Training	Persons Assisted	28	32
Housing Subsistence Payments (Covid Relief)	Persons Assisted	391	391
Enhance & Improve Access to Neighborhood Amenities	Persons Assisted	2240	2240
Health Services	Persons Assisted	316	316
Housing Rehabilitation	Housing Units	4	3
HOME Activities – Program Year 2020		Goal	Actual
Homeowner Rental Rehabilitation	Persons Assisted	1	1
Downpayment Assistance	Persons Assisted	11	16

For the Program Year 2020 (July 1, 2020 through June 30, 2021), the City completed the above projects using CDBG, CDBG-CV, CDBG-CV3, and HOME funds. Seventy-one (71%) of CDBG beneficiaries and sixty-eight percent (68%) of HOME beneficiaries were minorities.

Note, for CDBG, the count breakdown for Race data equals the count breakdown for Ethnicity. Low to moderate area (LMA) projects, such as the 10th & Page infrastructure project and Belmont Franklin Street infrastructure project, does not include race/ethnicity data in outcomes.

HOME figures are based on head of household only. The table below outlines the activities, goals, and outcomes for the Program Year 20 HOME program.

HOME Consortium Activities - Program Year 2020		
Project Type	Goal	Actual
Homebuyer Assistance	10	9
Homeowner Rehabilitation	17	22
New Home Construction	2	6
Acquisition and Construction	1	1
TOTAL	30	38

HOME Consortium Activity Geographic Distribution and Location of Investments			
Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Albemarle County	15%	28%	16 Homeowner Rehabilitation project completed.

City of Charlottesville	45%	51%	3 homeowner rehab using CDBG dollars, plus 1 HOME homeowner rehab completed and 16 downpayment assistance activities completed.
Fluvanna County	9%	0%	No projects completed due to COVID-19 delays
Greene County	11%	7%	Acquisition and Construction project underway. COVID-19 delays have occurred.
Louisa County	9%	13%	New housing construction activity underway. COVID-19 delays have occurred.
Nelson County	9%	1%	5 Homeowner rehabilitations.

Please note, due to the global health pandemic, there were setbacks across the region through the CDBG and HOME programs. The full FY 21 CAPER Draft Report can be found on the City’s website by clicking [here](#) under the resources tab.

SETTING PRIORITIES FOR FY 22-23

Current Year’s Plan: The priorities set by Council for FY 21, as determined at the September 21, 2020 public hearing, were access to affordable housing (including but not limited to low income housing redevelopment), workforce development (including but not limited to low income housing redevelopment), workforce development (including but not limited to efforts to bolster Section 3 training opportunities and partnerships with the City’s GO programs) microenterprise assistance, access to quality childcare, homeowner rehabilitation, and down payment assistance. For FY 21, 20% of the CDBG entitlement was allocated to Administration and Planning, which pays for the Grants Coordinator position and other grant support fees (i.e., Environmental Review Records, citizen participation, Davis Bacon, Section 3 requirements, etc.), and 15% of the balance was devoted to public service activities. The remaining funds were set-aside for economic development and housing projects and for the Ridge Street Priority Neighborhood. The current fiscal year’s adopted budget is attached to show how funding has been allocated to the different funding categories.

Following the public hearing, staff is asking Council to provide the following direction:

- 1. Set priorities for CDBG & HOME Programs** – Council is asked to determine what the priorities are for FY 22-23 CDBG and HOME Programs. Having specific priorities helps the CDBG Task Force ensure that the diminishing funds are targeted towards projects that meet the goals of Council, the Consolidated Plan and the Growing Opportunities Report. The high priority needs identified in the Consolidated Plan include: risk of homelessness, lack of jobs that pay a sufficient wage, rental cost-burden, lack of training needed by employers, high cost home purchase, transportation access barriers, housing options for special needs, lack of childcare options, and lack of shelter for homeless. An emphasis on workforce development, access to quality childcare, microenterprise assistance, homeowner rehab and down payment assistance helps to meet these goals and needs and are consistent with Council goals, the Consolidated Plan, and the Growing Opportunities Report.
- 2. Confirm Priority Neighborhood** - Last year, Council designated Ridge Street as the Priority Neighborhood for FY 20-21 and approved Ridge Street as the Priority

Neighborhood for the upcoming 3-year cycle with funds being targeted in income eligible service areas. Historically, Priority Neighborhoods receive three fiscal years of funding.

Council normally names only one Priority Neighborhood at a time. In order to ensure plenty of time for citizen engagement and coordination with the various City committees, staff will need to confirm if Council would like to move forward with the previously designated Priority Neighborhood, choose to not designate a Priority Neighborhood, or change the Priority Neighborhood.

Here is a summary of the past activity funding by neighborhood:

- Ridge Street Traffic Calming Signage (Underway)
- Ridge Street 6th St SE Sidewalk Improvement (Underway)
- 10th and page Neighborhood Park Improvement
- 10th and Page Pedestrian Improvements at 10th st and West St
- Belmont Franklin Street Sidewalk (Underway)
- Fifeville Pedestrian Safety Project and 5th St SW and Cherry Ave

During the December 21, 2020 and February 16, 2021 Council meetings, the Ridge Street Priority Neighborhood and Belmont Priority Neighborhood Budgets were amended to assist the City's CDBG program remain within HUD 24 CFR 570.902(a) timeliness and allow for final completion work at the 10th and Page neighborhood park. As a result, Council passed the resolution to appropriate funds back to the Ridge Street budget totaling \$116,053.17 for FY2022-2023. Staff recommends also re-allocating funds back to the Belmont Priority Neighborhood budget for FY2022-2023 to finalize completion of the Belmont Franklin Street Sidewalk project.

3. **Administration and Planning** – This amount is capped by HUD at 20% of the total CDBG budget. The current budget for admin and planning is \$86,694.20. Once the City accepts the CDBG and HOME funding, the staffing, grant program reporting, and community engagement requirements are supported with admin and planning dollars as mandated by HUD.
4. **Additional Guidelines** - Any other guidelines or directions Council may wish to give in determining how CDBG and HOME funds should be spent.

Community Engagement:

The CDBG Task Force will meet over the winter to review HOME projects proposals and make recommendations for funding to Council in Spring 2022. A Ridge Street Task Force was formed to make recommendations that could use all funding available for the Ridge Street Priority Neighborhood Budget. A Belmont Priority Neighborhood Taskforce was formed and City Council approved the Franklin Street Sidewalk Project in 2018.

Notice of the public hearing for the initial recommendations and notice of a public comment period for the CAPER was advertised in the newspaper on August 17, 2021. The public comment period for the CAPER is open from August 17 to September 15, 2021. The Thomas

Jefferson Planning District Commission held a virtual public hearing on September 2, 2021. City Council held a virtual public hearing on September 20, 2021.

Alignment with City Council’s Vision and Strategic Plan

This agenda item aligns directly with Council’s vision for Charlottesville to have **Economic Sustainability, Quality Housing Opportunities for All, and A Connected Community**. Projects also have the potential to many of the objectives and goals listed in the City’s Strategic Plan: An Inclusive Community of Self-sufficient Residents, A Beautiful and Sustainable Natural and Built Environment, A Strong, Creative and Diversified Economy, and a Healthy and Safe Community.

Budgetary Impact:

HOME funds will require a 25% local match. In previous years, this match came from the Charlottesville Affordable Housing Fund CP-0084. There is no impact to the general fund regarding CDBG funds.

Recommendations:

Staff Recommends:

- Council move forward with priorities similar to the priorities outlined last year.
- Council approve the 20% maximum allocation allowed for Admin and Planning.
- Public Service funds remain citywide, Non-profit partners are made aware of the Strategic Investment Area and encouraged to recruit beneficiaries from that area.
- For HOME funds, if there is any program income or reprogramming available, those funds go towards housing activities to support down payment assistance and homeowner rehab.

Alternatives:

Alternatives include funding the Priority Neighborhood, Economic Development, Public Service, and Housing programs at different percentages or restricting beneficiaries to specific areas of the City. Specifically, Council could choose to fund the Priority Neighborhood at an amount different than the recommended \$150,000.

Attachments:

Proposed Budget

Resolution

Current Budget

Eligible CDBG and HOME Activities – click [here](#) to view list

CDBG Priority Neighborhoods Map – click [here](#) to view map

Draft CAPER FY2020-2021 – click [here](#) to view draft

Proposed Estimated FY 22-23 CDBG & HOME Budget

	FY 22-23 Funding
Ridge St Priority Neighborhood	\$150,000 (or remaining entitlement available)
Belmont Franklin St Sidewalk Repayment	\$244,950.82
Ridge ST Priority Neighborhood Repayment	\$116,053.17
Admin/Planning	20% Entitlement
CDBG Entitlement (EN) Estimate	\$433,471
HOME Entitlement (plus match)	\$105,721.10
Program Income and Reprogramming	\$20,000

Note: As proposed, if CDBG funds are decreased, Priority Neighborhood funding would be decreased. The exact entitlement award will not be known until later into 2022. Also, there is no way to predict how much program income will be received during the fiscal year; \$20,000 is a conservative estimate based on prior years.

RESOLUTION
Setting City Council Priorities for Community Development Block Grant and HOME Investment Partnership funds for FY 2022-2023

WHEREAS, the City of Charlottesville is a U.S. Department of Housing and Urban Development (HUD) Entitlement Community for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) programs and as such expects to receive an award of funding July 1, 2022; and

WHEREAS, in accordance with the City of Charlottesville’s Citizen Participation Plan for HUD funding, the CDBG Task Force composed of citizen and community representatives will need to review potential projects and make recommendations for funding in Spring 2022;

BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the priorities and spending allowances for FY 2022-2023 shall be as follows:

- Council’s priorities for the CDBG and HOME program for FY 22-23 shall be access to affordable housing (including but not limited to low income housing redevelopment), workforce development (including but not limited to efforts to bolster Section 3 training opportunities and partnerships with the City’s GO programs), microenterprise assistance, access to quality childcare, homeowner rehabilitation, and down payment assistance.
- For FY 22-23, \$244,950.82 CDBG entitlement shall be set aside for Belmont Priority Neighborhood Franklin Street Sidewalk.
- For FY 22-23, the Priority Neighborhood shall be Ridge Street and the allocation shall be \$150,000 of the total CDBG entitlement. If the CDBG entitlement received is less than the estimate amount of \$150,000 this amount will be decreased accordingly.
- The CDBG Admin and Planning budget shall be set at 20% of the total CDBG entitlement.

Approved by Council
September 20, 2021

Kyna Thomas, CMC
Clerk of Council

2021-2022 CDBG and HOME BUDGET ALLOCATIONS
RECOMMENDED BY CDBG/HOME TASK FORCE and SAT: 11/12/2020
RECOMMENDED BY PLANNING COMMISSION: 12/8/2020
APPROVED BY CITY COUNCIL: 1/19/2021
HUD CORRECTION: 5/13/2021
REVISED BUDGET:

A. PRIORITY NEIGHBORHOOD	
A. Ridge Street Priority Neighborhood	\$161,283.20*
B. ECONOMIC DEVELOPMENT PROJECTS	
A. Community Investment Collaborative – Financial Management Program	\$32,056.28
B. Local Energy Alliance Program – Workforce Development	\$29,238.00
ECONOMIC DEVELOPMENT TOTAL:	\$61,294.28
C. PUBLIC SERVICE PROJECTS	
A. Public Housing Association of Residents – Resident Involved Redevelopment	\$34,000.00
B. Literacy Volunteers – Workforce Development Tutoring	\$25,000.00
SOCIAL PROGRAMS TOTAL:	\$59,000.00 (15% EN)
D. HOUSING PROJECTS	
A. Local Energy Alliance Program – Assisted Home Performance	\$65,199.32
HOUSING PROGRAMS TOTAL:	\$65,199.32
E. ADMINISTRATION AND PLANNING:	
A. Admin and Planning	\$86,694.20 (20% EN)
	GRAND TOTAL: \$433,471
	ESTIMATED NEW ENTITLEMENT AMOUNT: \$433,471

* Funding includes reprogrammed funds

2021-2022 HOME BUDGET ALLOCATIONS

A. AHIP – Homeowner Rehab	\$37,352.00*
B. Habitat for Humanity – Down Payment Assistance	\$24,000.00*
C. LEAP – Assisted Home Performance	\$23,224.88*
	TOTAL: \$84,576.88
	ENTITLEMENT AMOUNT: \$84,576.88
	ESTIMATED EN AVAILABLE AFTER PI APPLIED: \$0.00
	LOCAL MATCH: \$21,144.22

* Includes estimated EN available after program income applied

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	September 20, 2021
Action Required:	Proposed Ordinance (First Reading) –Public Hearing on Second Reading
Presenter:	Charles P. Boyles, II, City Manager Representative of Botanical Garden of the Piedmont
Staff Contact:	Lisa Robertson, City Attorney
Title:	Lease of City Park Land for a Botanical Garden

Background:

Over the past decade, City Council has been discussing and planning botanical garden to be established within McIntire Park, on the eastern side. The documentation previously approved at the Council level to authorize this project are the following:

Council Approvals

September 2012	Master Plan, McIntire Park East
September 2013	Resolution for City Partnership With McIntire Botanical Garden, Inc.
December 2014	Conceptual Design (“Schematic Park Plan”), East McIntire Park
March 2015	Council approved Final Conceptual Design, East McIntire Park
March 2015	MOU between City and “McIntire Botanical Garden”
September 2017	Final Site Plan Approval—East McIntire Park

Discussion: among the key provisions of the Proposed Lease are the following:

Section 1: years ago, City Council’s discussions were with McIntire Botanical Garden, Inc. A new entity has been formed (Botanical Garden of the Piedmont). Both are nonprofit, charitable organizations.

Section 2: an illustration labeled “Exhibit A” is attached to the Ordinance/ Proposed Lease. The illustration gives Council a good idea of the general boundaries of the lease. This is not the type of detailed property description that would be suitable to be recorded in the land records; however, the more formal property description will be prepared later as part of a written “deed” of lease (or lease memorandum) that will be recorded in the City’s land records.

Section 5: the proposed term of the Lease is 40 years. That is the maximum lease term allowed by state law for property owned by a municipality. *See* Va. Code §15.2-2100(B).

Section 6: City Council may offer the Lease at a nominal rent, because the Lessee is a charitable/nonprofit organization to which the City may make gifts and donations, pursuant to Virginia Code

Section 7(B): At the request of the Department of Utilities, and the Department of Parks & Recreation, the Proposed Lease expressly reserves to the City a right to place its own public facilities within the leased area, after notice to the Lessee. This provision is especially important, because the City is planning to establish a pedestrian trail section in a corner of the leased area, generally in the location of what is shown on the 2015 Final Conceptual Design as a paved plaza. (Staff does not want to have to negotiate an easement in favor of the City, on City-owned property; this lease provision should allow a more informal interaction between the parties, allowing Public Facilities to be placed in locations needed for the public utilities or trail systems via informal arrangements).

Section 8: Botanical Garden of the Piedmont is allowed a five-year period (60 months) to commence construction of the Botanical Garden, and an additional three years to complete construction (see Section 8(D)).

Sections 13(a) and Section 22(a)(i): please note that this Proposed Lease requires the City to purchase the Botanical Garden improvements from the City, upon the expiration/termination of the Lease. Previously, within the March 2015 MOU approved by a prior Council, it was specified that “*All facilities developed or funded by MBG shall be donated to, and become the property of, the City upon being issued a certificate of occupancy.*” However, the 2015 MOU also stated that it should be regarded as a “living” document, to be reviewed and updated at specified intervals, or by mutual agreement of the parties. Staff has no objection to the proposal for City Council to modify this provision of the 2015 MOU; the City Attorney’s Office confirms that the Land Lease—and not an MOU—should finalize the parties’ agreement as to whether or not the Lessee will receive compensation for its improvements at the end of the Lease, *see* Va. Code §15.2-2100(B).

Section 28: the Proposed Lease specifies that the relationship between the parties is that of landlord tenant only. This is somewhat inconsistent from the 2013 Resolution that identified the relationship between the parties as being a “partnership”. At this time staff recommends the language set forth within the Proposed Lease.

Note: March 2015 MOU: City staff as well as the Botanical Garden of the Piedmont believe that much of the content within the 2015 MOU is currently suitable. At this time, the City is not in a position to make substantial financial/ capital funding commitments. Going forward the City and the Botanical Garden of the Piedmont will need to revisit what their financial and operational relationships will be, and set those out within a Use Agreement that does not need to be recorded within the land records and therefore can be updated to remain consistent with budget cycles and Capital Improvements Planning processes. (The Proposed Lease set out within the attached Ordinance only addresses matters that relate to the leasehold interest in the park property, and which are typical of provisions within a long-term lease). Having an approved lease will allow BGP to move forward with fundraising efforts.

Budgetary Impact: According to the Department of Parks & Recreation: the current CIP account for East McIntire includes some funding to complete trail and bridge projects but not enough to complete improvements such as a picnic shelter, full trail, parking lot construction, etc.. No funding is currently allocated in the City’s CIP for projects specific to the botanical garden.

Alignment with Council Vision Areas and Strategic Plan: Yes, reference City Council Agenda Memo, March 16, 2014 (attached)

City Manager Recommendation: The City Manager recommends approval of the attached Resolution, to authorize a long term lease of land within McIntire Park to the Piedmont Botanical Garden.

Community Engagement: yes, reference City Council Agenda Memo, March 16, 2014 (attached)

Attachments:

- Proposed Ordinance Setting Terms and Conditions for a Long Term Lease of Park Land
- City Council Agenda Memo, March 16, 2014, with attachments

ORDINANCE
APPROVING A LONG -TERM LEASE OF A PORTION OF MCINTIRE PARK TO
THE BOTANICAL GARDEN OF THE PIEDMONT

WHEREAS the Botanical Garden of the Piedmont is a Virginia non-profit corporation whose mission is: to provide a place where persons may engage in nature; to educate and inspire through the beauty and importance of plants; to advance sustainability within the Charlottesville community; and to promote human and environmental well-being; in these aspects, the Botanical Garden of the Piedmont is a nonprofit formed to provide services to residents of the City of Charlottesville and to beautify and maintain the community; and

WHEREAS on September 4, 2012 the Charlottesville City Council approved a Master Plan for McIntire Park East, including approximately 11.5 acres for: a botanical garden, a family activity area, parking, and a path connecting these areas to the rest of McIntire Park; and

WHEREAS on September 16, 2013, the Charlottesville City Council approved a public-private partnership between the City and the McIntire Botanical Garden (now known as the Botanical Garden of the Piedmont) to design, develop, and maintain a botanical garden; and

WHEREAS on March 16, 2015 the Charlottesville City Council approved a schematic design plan for McIntire Park East, including a botanical garden; and

WHEREAS since 2015 McIntire Botanical Garden/ Botanical Garden of the Piedmont has worked with the City Parks and Recreation Department to improve the botanical garden site and prepare for the design and development of a botanical garden; and

WHEREAS to commence implementation of the planned botanical garden, the Botanical Garden of the Piedmont desires to enter into a long term lease of a certain portion of the City-owned property, consisting of approximately 12 acres of land owned by the City of Charlottesville within the public property known as McIntire Park; and,

WHEREAS this proposed lease has been publicly duly advertised and this Council has conducted a public hearing and has otherwise satisfied the requirements of Virginia Code §§ 15.2-953, 15.2-1800 and 15.2-2100;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CHARLOTTESVILLE that a lease for a term of forty (40) years is hereby granted to the Botanical Garden of the Piedmont, upon the covenants and agreements set forth following below, and the City Manager is hereby authorized to execute such lease on behalf of the City of Charlottesville, in a final format approved by the City Attorney and suitable for recordation in the land records of the Circuit Court for the City of Charlottesville:

APPROVED COVENANTS AND AGREEMENTS FOR A LONG TERM LEASE

1. Lessee.

The City will lease a portion of McIntire Park to **BOTANICAL GARDEN OF THE PIEDMONT**, a non-profit corporation authorized to do business in the Commonwealth of Virginia (hereafter "Lessee").

2. Leased Premises.

The City hereby leases and demises to Lessee, and Lessee hereby leases from City, certain real property, consisting of approximately 11.5 acres of land in the northeast corner of McIntire Park, which property is more particularly identified within **Exhibit A** attached hereto (hereafter the "Leased Premises"). The parties shall share the cost of obtaining a survey plat identifying the boundaries of the Leased Premises, which survey plat shall be made an exhibit to the Lease executed by the parties' designated agents.

3. Authority of City

The City has authority to enter into this Lease, pursuant to Virginia Code §§15.2-953, 15.2-1800 and 15.2-2100.

4. Suitability; as-is condition

(A) City makes no representation or warranty as to the condition or suitability of the Leased Premises for the Lessee's intended purposes. If Lessee determines after the Commencement Date that the Leased Premises are not suitable for its intended use, Lessee may terminate this Lease upon giving written notice to the City, and neither party shall have any further rights or obligations hereunder. In the event of such termination Lessee shall deliver possession of the Leased Premises to the City and, at its own expense, Lessee shall restore the Leased Premises to the condition in which they existed prior to any changes or alterations made prior to such termination.

(B) Lessee accepts the Leased Premises in their "as is" condition, subject to all existing utilities and all easements of record, and further subject to the following:

(i) City shall remove steel beams on the Leased Premises within 60 days after the Commencement Date; and

(ii) following the Commencement Date, if Lessee desires the removal and disposal of any buildings, structures or improvements existing on the Leased Premises, Lessee shall give written notice to the City thirty days in advance of the proposed removal, and City shall have thirty (30) days from the date of such notice to object and request reconsideration. In the

event that the City does not object, Lessee may remove and dispose of the items at its sole cost and expense. If the City notes an objection, the parties shall negotiate a mutually acceptable resolution, consistent with the Master Plan and the Schematic Design Plan for McIntire Park East.

5. Term.

This Lease shall be effective for a term of forty (40) years, commencing on the date as of which this Lease has been executed by both the City Manager and a duly authorized agent of the Lessee (“Commencement Date”).

6. Rent.

Lessee shall pay to the City nominal rent at the rate of \$1.00 per year, the receipt of which is hereby acknowledged.

7. Use.

(A) Lessee shall and occupy the Leased Premises only for the purposes of constructing, operating and maintaining a botanical garden, including appurtenant buildings, structures, improvements, fixtures and personal property, in accordance with the Schematic Design Plan approved by City Council in 2015 for the area within the Leased Premises (hereinafter, collectively, the “Botanical Garden”). All references within this Lease to the “Leased Premises” shall mean and include all buildings, structures, fixtures, equipment and improvements which Lessee has brought, placed or constructed upon the Leased Premises.

(B) City reserves the right to install, operate, and maintain a public pedestrian trail, as well as water, sewer, gas, stormwater or other utilities (“Public Facilities”), within the area of the Leased Premises. Lessee shall be allowed to review near-final construction plans for the pedestrian trail before the plans are finalized, and the City shall incorporate Lessee’s reasonable comments and suggestions which are consistent with the Master Plan and Schematic Design Plan. City shall repair ground cover, but not pavement, that may be disturbed by the City’s installation, operation or maintenance of its Public Facilities. All utilities required specifically for or in connection with Botanical Garden shall be depicted on the final site plan approved for the Botanical Garden, and installation of the required utilities shall be performed by the Lessee prior to, or concurrently with, installation or construction of the Botanical Garden.

(C) The parties may, from time to time, establish or amend a written Use Agreement, setting forth matters relating to the operation of the Botanical Garden, the City’s shared or joint use of any facilities, or any financial contributions or obligations of the City relative to the Botanical Garden operation. No provisions in any such Use Agreement, as amended, shall be deemed or construed as an amendment of this Lease.

(D) The Leased Premises, including the Botanical Garden, shall be open to the general public during hours specified within Section 18-1 of the Charlottesville City Code for McIntire Park. During such hours, the Botanical Garden shall not exclude members of the public from the Leased Premises, except as follows:

(i) Notwithstanding the foregoing, Lessee may allow portions of the Botanical Garden to be used for weddings, meetings, or other private events, during which time the rest of the Botanical Garden will remain open to the general public. Additionally, Lessee is hereby granted the right and privilege to conduct up to 12 private events per calendar year which advance Lessee's mission, during which Lessee or others shall have the privilege of exclusive use of the entire Leased Premises; and

(ii) Lessee may restrict or prohibit public access to any portion of the Leased Premises that is a work zone for construction or land disturbing activities being conducted by Lessor or its contractors.

The City reserves the right to amend City Code §18-1, to establish hours specific to the Botanical Garden, once the Botanical Garden has been established and is in operation.

(E) Lessee shall obtain the City's approval of a written signage plan for all external signs within the Botanical Garden. No external signs shall be installed on the Leased Premises, other than those designated within the City-approved signage plan.

8. Construction of Botanical Garden.

(A) Lessee shall commence construction of the Botanical Garden within sixty (60) months of the Commencement Date specified in Section 4, above, and shall promptly give City written notice of the date on which construction commenced ("Commencement Notice"). If City does not receive the Commencement Notice within said 60-month period, this Lease shall automatically terminate, without notice from City. Notwithstanding the foregoing, City may grant an extension of the 60-month period, upon receipt of a written request from Lessee prior to the effective date of termination. If good cause is demonstrated within Lessee's written extension request, the City's agreement to the extension shall not unreasonably be withheld.

(B) Construction plans for construction of the Botanical Garden shall be in substantial conformity with:

(i) the Master Plan for McIntire Park East, approved by City Council in September 2012, and

(ii) the Final Conceptual Design Plan for McIntire Park East, approved by City Council in March 2015.

The City Manager, the Director of Parks and Recreation, and the City's Parks and Recreation Advisory Committee shall be allowed to review near-final construction plans before the plans are finalized, and Lessee shall incorporate their reasonable comments and suggestions which are consistent with the Master Plan and Schematic Design Plan.

Final construction plans shall include measures by which Lessee and its contractors shall minimize disruption to McIntire Park and the uses and activities occurring within the park outside of the Leased Premises. Measures may include, but shall not necessarily be limited to, restricted hours of construction or land-disturbing activity; alternative parking or traffic arrangements; sound dampening measures; or tree protection measures. Lessee's construction plans shall also provide reasonable parking and roadway improvements to accommodate the construction and operation of the Botanical Garden. The City's Director of Parks and Recreation, after consultation with the City Manager, may issue a written directive requiring unreasonably disruptive construction activities to immediately be stopped; thereafter, the period during which such disruptive land disturbing or construction activities are required to be stopped shall not be considered as good cause for any extension(s) of time requested in accordance with this Lease.

(C) Lessee shall not commence any land disturbing or construction activity, unless and until all required governmental permits and approvals for such activity(ies) have been obtained from the Commonwealth of Virginia, the City of Charlottesville, and Albemarle County, as may be required. Lessee shall be responsible for all costs and expenses associated with obtaining such approvals. Such permits and approvals include, but are not necessarily limited to, rezoning or special use permit, final site plans, erosion and sediment control plans, stormwater management plans, a state construction general permit, permits required by the Uniform Statewide Building Code or the Virginia State Fire Prevention Code, and any amendments or modifications of such permits and approvals. As evidenced by the signature of the City Manager to this Lease, the City Manager shall constitute the City's authorization for any required permit application(s) to be submitted to any governmental authority relative to any area(s) of land owned by the City.

(D) The Lessee may complete construction in phases, beginning with construction of the Core Components, which will consist of a parking area, a section of the Botanical Garden, and woodland trails. Construction of the Core Components shall be completed (i.e., open for public use) within ninety-six (96) months of the Commencement Date specified in Section 5, above, or within thirty-six (36) months of the date of the Commencement Notice referenced in Section 7(A), above, whichever first occurs, provided, however, that:

(i) upon written request given to City promptly following the occurrence of any event that will preclude Lessee from meeting this deadline, City may extend the time for completion. The City shall not unreasonably refuse to grant one or more requested extensions, but shall not be required to extend the completion period by more than twenty-four (24) months; and

(ii) if the Botanical Garden is not completed within the time required by this Section 8(D), including authorized extensions, this Lease shall terminate thirty (30) days after the date on which written notice is given by City to Lessee. Lessee shall promptly complete all land disturbing and construction activities underway at the time of any such termination notice and shall surrender the Leased Premises in accordance with Section 22, following below, at the end of the 30-day notice period.

9. Financial Assurances.

(A) Prior to the commencement of any land disturbing activity or construction in or upon the Leased Premises, Lessee shall have entered into a written contract with one or more licensed and bonded Class A contractor(s), and shall have secured performance and payment bonds for the entire amount of the contract(s). Lessee shall require said contractor(s) to have and maintain commercial general liability insurance throughout any period(s) in which work is being performed by said contractor(s).

(B) Additionally, prior to the commencement of any land disturbing activity or construction, Lessee shall provide to the City:

- (i) a written financial plan demonstrating Lessee's ability to adequately finance the costs of construction of the Botanical Garden, and
- (ii) a five-year capital and operational budget demonstrating Lessee's ability to complete the Botanical Garden and commence its operation in accordance with the requirements of this Lease.

10. Maintenance; operation; repair.

(A) Lessee shall, at its own cost and expense, keep the Leased Premises, and the interior and exterior of all buildings and structures therein, in a clean, attractive condition. Lessee shall not commit or allow any waste or damage to be committed in or to portion any of the Leased Premises. Lessee shall provide janitorial services, trash removal, and any other services necessary to satisfy the requirements of this paragraph.

(B) Lessee shall be responsible for all costs and expenses associated with ongoing maintenance, operation, and repair of buildings, structures and improvements within the Botanical Garden, including, but not limited to, building roof, doors, windows, mechanical, utility and electrical systems, and exterior landscaping and pavement.

(C) Lessee shall give written notice to the City's Director of Parks and Recreation in advance of using any pesticides, cleaners, fertilizers, or other similar products within the Leased Premises, and upon receipt of such notice the Director will promptly advise Lessee of City policies regarding the use of such products on or within City-owned buildings or property. Upon

being notified of City policies, Lessee shall comply with the requirements of the policies. Lessee shall be responsible for determining any federal or state laws or regulations that may apply to the use or application of such products, prior to using or applying them, and Lessee shall indemnify and hold the City harmless from any fines or penalties incurred by the City as a result of Lessee's failure to comply with federal or state laws or regulations.

(D) Lessee shall maintain and repair the Leased Premises in compliance with applicable governmental laws, regulations, and ordinances, regulating the use, occupancy, or maintenance of the Leased Premises and any buildings and structures located thereon, including, without limitation, Virginia Uniform Statewide Building Code and the Virginia Statewide Fire Prevention Code, and the Code of the City of Charlottesville (1990) as amended.

11. Utilities.

Lessee shall provide and pay for all lights, electricity, heat, water and sewer, and internet services for the Leased Premises and the Botanical Garden. All utility services shall be separately metered or billed solely in Lessee's name.

12. Taxes.

Local taxes shall be imposed on the leasehold interest of Lessee, if Lessee is not exempt from the payment of real estate taxes pursuant to Chapter 36 of Title 58.1 of the Code of Virginia (Virginia Code sections 58.1-3600 *et seq.*).

13. Title; liens.

(A) Upon the expiration or earlier termination of this Lease, and upon payment by the City to Lessee of the amount required under Section 22(A)(i), following below, title to the Leased Premises and all buildings, structures and improvements therein located, shall be and remain with the City. Lessee shall promptly and in good faith execute any written instruments or documents necessary to transfer its title or ownership interest(s) to City.

(B) Lessee shall not subject the City's interest in the Leased Premises to any mechanic's or materialman's liens, or other lien of any kind. Lessee shall not allow a lien or claim of any kind arising out of Lessee's actions, to be filed or claimed against City's interest in the Leased Premises. If any such lien or claim is filed or otherwise claimed, Lessee shall cause the Leased Premises to be released within 120 days later Lessee is given written notice from Lessor that a claim has been filed. Lessee will cause such release either by paying to the court the amount necessary to relieve and release the Leased Premises from the lien or claim, or in any manner which, as a matter of law, will result in releasing the Lessor and its title from the lien or claim within the 120-day period.

14. Damage; destruction.

(A) Lessee shall give City prompt written notice of any damage or destruction of the Leased Premises, or any portion thereof.

(B) In the event the Leased Premises or Botanical Gardens are damaged by fire or other casualty covered by Lessee's insurance, and such damage can be repaired within twelve (12) months, and provided that the occurrence of such casualty is not within the last five (5) years of the Term of this Lease, Lessee covenants and agrees to repair the damage, whereupon this Lease shall remain in full force and effect. If such casualty occurs within the last five (5) years of the Term of this Lease, or if the damage cannot be repaired within twelve (12) months, City shall have the right within sixty (60) days after such damage to terminate this Lease.

(C) City shall not be required to repair any injury or damage resulting from fire or other cause, or to make any repairs or replacements of Lessee's leasehold improvements, fixtures or personal property, except that caused by the negligence or willful misconduct of the City or its employees and agents, to the extent provided by law.

15. Indemnification.

Lessee shall indemnify and hold the City and officers, officials, and employees harmless from and against any and all liability, loss, claim, suit, damage, charge, or expense suffered, sustained, incurred or in any way to be subjected to, on account of death of or injury to any person and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken in the performance of the Lessee's obligations under this Lease, or which occurs as a consequence of any negligence or misconduct of the Lessee or any of its contractors, subcontractors, or employees in the exercise of Lessee's rights or privileges, or the performance of Lessee's obligations, under this Lease. The City, to the extent provided by law, shall be responsible for the negligent acts, omissions, or misconduct of its agent or employees.

16. Assignment.

Lessee shall have no right to assign or sublease, in any manner or fashion, any of its rights, privileges, or interest accruing to it under this Lease to any other individual or entity without the prior written consent of the City. The City's consent shall not unreasonably be withheld, in the event Lessee proposes an assignment to a successor charitable organization, if the assignee demonstrates to the City's satisfaction that it is in all respects capable of performing Lessee's obligations hereunder.

17. Nondiscrimination.

Lessee shall not discriminate against any person in its membership, programs, or employment relating to the use or operation of the Botanical Garden, on the grounds of race,

religion, color, gender, sexual orientation, national origin, disability, financial circumstances, or any other basis prohibited by law.

18. Drug-Free Workplace.

In its use and operation of the Botanical Garden, Lessee shall provide a drug-free workplace for its Lessee's employees, and shall provide notification of this workplace policy to its employees and applicants for employment. For the purposes of this Paragraph, "drug-free workplace" means a workplace where employees are prohibited from engaging in the unlawful manufacture, sale, distribution dispensation, possession, or use of any controlled substance.

19. Insurance.

Prior to commencing any construction of the Botanical Garden, the Lessee, at its sole cost and expense, shall secure and maintain throughout the term of this Lease, the following types of insurance coverage:

(A) Workers' Compensation insurance, as may be required pursuant to the provisions of Chapter 8 (Section 65.2-800 *et seq.*) of Title 65.2 of the Code of Virginia, 1950, as amended;

(B) Commercial General Liability Insurance: \$1,000,000.00 general aggregate limit (other than products/completed operations); \$1,000,000.00 aggregate limit products/completed operations; \$1,000,000.00 personal injury and advertising injury limit liability; \$1,000,000.00 each occurrence limit; Builder's Risk Insurance: \$1,000,000.00; Automobile Liability, \$1,000,000.00; \$100,000.00 fire damage limit (any one fire); and \$10,000.00 medical expenses limit (any one person);

(C) Fire and Extended Coverages, providing coverage against loss, damage, or destruction by fire and such other hazards, under policies of insurance commonly referred to and known as "extended coverage";

(D) Each insurance policy required by this paragraph shall be written or endorsed so as to preclude the exercise of the right of subrogation against the City and, with the exception of Workers' Compensation Insurance, shall name the City as an additional insured. Each insurance policy required by this paragraph also shall be endorsed to include the following clause: Should any of the insurance policies be canceled before the expiration date thereof, the issuing insurance company will endeavor to mail written notice of such cancellation to the City at least 10 days in advance. Upon receipt of any notice, verbal or written, that the said insurance is subject to cancellation, the Lessee shall immediately (within five business days) notify the City. In the event Lessee fails to comply with the requirements of this section, the City shall have the right to require the Lessee to suspend use of the Botanical Garden until such time as the requirements of this paragraph are met.

(E) The Lessee shall provide the City with one or more certificate(s) of insurance confirming the insurance required by this Lease. The Workers' Compensation Insurance and Commercial General Liability Insurance certification shall be provided to the City by the Lessee upon the Commencement Date of this Lease, then again (without demand) on or before the expiration date of any policy and upon request by the City, on each anniversary of the Commencement Date of this Lease. The Fire and Extended Coverages certificate shall be provided to the City by the Lessee prior to the commencement of construction of the Botanical Garden, then again (without demand) on or before the expiration date of any policy and, upon request by the City, on each subsequent anniversary of the Commencement Date of this Lease. Upon demand by the City, Lessee shall furnish copies of the Lessee's insurance policies, together with the required endorsements as provided herein.

(F) The required insurance coverages, and the required limits of the insurance may be reviewed by the parties and amended from time to time by mutual agreement.

20. Annual Report; Financial Records.

(A) Lessee shall submit an annual written report to the Charlottesville City Council and the Charlottesville City Manager, by December 15 of each year that includes:

- (i) income and expense report for the preceding year,
- (ii) progress report for construction/ improvements within the Leased Premises,
- (iii) available information regarding number of visitors, and other information related to utilization of the Botanical Garden, as may be deemed by the parties to be useful or informative.

(B) Lessee shall keep and maintain books and records pertaining to the Leased Premises and Botanical Garden and amounts expended by it in connection with this Lease, in accordance with generally accepted accounting practices. Upon request, the City shall be entitled, at its own expense, to obtain an audit of such books and records. Upon receipt of notice that the City desires an audit, the Lessee shall make its books and records available to the City and its auditor(s), and the Lessee shall cooperate with the audit.

21. Default.

(A) If at any time Lessee fails to perform any covenant under this Lease, City may declare the Lease terminated, as provided in Section 21, by giving thirty (30) days' advance written notice of termination to Lessee, and shall have all other remedies provided by law and this instrument, including, without limitation, a right of specific performance and the right, at City's option, to re-let the Leased Premises, in whole or in part, to others. At the end of the 30-day period, City may reenter upon the Leased Premises.

(B) Lessee will be liable to City for all court costs and reasonable attorney's fees, in the event City incurs such costs and fees in order to obtain possession of the Leased Premises, or in the enforcement of any covenant, condition or agreement herein contained, whether through an action initiated in a court of law or otherwise.

22. Expiration or Termination of Lease.

(A) Upon the expiration or earlier termination of the Lease, and upon payment by the City to Lessee of the amount required in paragraph (i), below, the Lessee shall surrender the Leased Premises to the City, as provided in Section 23 of this Lease.

(i) The City shall compensate the Lessee in the amount of ninety percent (90%) of fair market value of the Botanical Garden, including appurtenant buildings, structures, improvements, and fixtures (without adjustment for the status of the underlying real estate), at the time of Lease termination. The parties shall mutually determine such fair market value. If for any reason the parties are unable to agree upon a price, the following procedure shall apply: The City and the Lessee shall each select one qualified individual as an appraiser at each party's own expense. Said two appraisers shall determine the fair market value of the Botanical Garden, including appurtenant buildings, structures, improvements, and fixtures (without adjustment for the status of the underlying real estate), taking into consideration such factors as are generally considered in valuing similar facilities. If said appraisers are unable to mutually agree upon a fair market value within thirty (30) days after their appointment, they shall select a third qualified appraiser and the two of the three appraisals closest in value shall be averaged, and that average shall be binding on the parties.

(B) If this Lease has not been earlier terminated, Lessee and City shall confer in Year 38 of the term of this Lease, and shall determine whether there is mutual agreement for a new lease; if so, the parties shall negotiate in good faith the terms for a new Lease so that the new lease may be advertised in accordance with Va. Code 15.2-2100 and, if approved, so that the new lease may take effect without interruption in Lessee's possession.

23. Surrender.

(A) Upon the expiration or earlier termination of the Lease, and upon payment by the City to Lessee of the amount required under Section 21, the Lessee shall quit and peaceably surrender to City possession of the Leased Premises in good order and condition, except for ordinary wear and tear, free and clear of any liens or encumbrances. The surrender of this Lease shall not work a merger and shall, at the option of the City, terminate all or any existing subleases or may, at the option of the City, operate as an assignment to it of any or all such subleases.

(B) Upon the expiration or earlier termination of this Lease, Lessee shall remove all of its personal property from within the Leased Premises, and shall, at its sole cost and expense, repair any damage caused by such removal. Personal property which has not been removed prior to the date of termination shall become the property of the City, and the City shall have the right to dispose of such property in its sole discretion.

24. Abandonment.

If the Lessee abandons or discontinues its use or occupancy of the Leased Premises for a period of six (6) months, City may declare the Lease terminated, as provided in Section 21. Upon payment by the City to Lessee of the amount required under Section 21, Lessee shall surrender the Botanical Garden as provided in Section 22. Any period of time in which use of the Botanical Garden is temporarily discontinued, for the sole purpose of maintenance or casualty repairs shall not be included in the 6-month period.

25. Eminent Domain.

In the event of any taking by eminent domain, partial or total, the City shall be entitled to receive that part of the total condemnation award or compensation for the taking which is equal or attributable to the value of the unimproved land taken, and the Lessee shall be entitled to receive the part of the award or compensation which is equal or attributable to the value of the Botanical Garden. If the taking is such that sufficient area remains for the Lessee to continue its normal operations, then the Lease shall terminate only as to the part of the premises and Botanical Garden so taken, but shall remain in effect with respect to the part of the premises not taken.

26. Right of Entry.

City or its agents may enter upon the Leased Premises at all reasonable times to examine their condition and use, so long as that right is exercised during regular business hours in a manner that does not interfere with the Lessee in the conduct of its business within the Leased Premises.

27. Non-waiver.

No failure on the part of the City to enforce any of the terms or conditions set forth in this Lease shall be construed as or deemed to be a waiver of the right to enforce such terms or conditions. No waiver of a breach of any covenant in this Lease shall be construed as a waiver of any succeeding breach of the same covenant. No delay or failure by either party to exercise any right under this Lease, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

28. Landlord and tenant relationship.

The relationship between the parties to this Lease is that of landlord and tenant only.

29. Notices.

(A) All notices given in connection with this Lease shall be in accordance with its terms. Notice shall be given by first class mail, postage prepaid, deposited in the United States Postal Service, or by prepaid overnight delivery service requiring acknowledgement of receipt. In addition to said delivery method(s), any written notices required or permitted by this Lease may also be sent by electronic mail (email); if email is used, the sender shall retain 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 electronic delivery.

(B) All notices given under this Lease shall be addressed as follows:

(i) City's designated representative to receive all notices and correspondence regarding this Lease is the City Manager, said notices and correspondence to be given to the following address: P.O. Box 911, Charlottesville, Virginia 22902 (mail), or City Hall, 605 East Main Street, Second Floor, Charlottesville, Virginia, 22902 (delivery); and

(ii) Lessee's designated representative to receive all notices and correspondence regarding this Lease is its Executive Director, said notices and correspondence to be given to the following address: P.O. Box 6224, Charlottesville, Virginia 22906 (mail, or _____, Charlottesville, Virginia, 22906 (delivery).

(iii) Either party may change its designated representative or address(es) by giving written notice to the other party as provided in this paragraph.

30. Modification.

(A) No modification, release, discharge or waiver of any provision of this Lease shall be of any force, effect or value unless set forth in writing and approved by the parties hereto in the same manner as this Lease. Notwithstanding the foregoing provisions of this paragraph, the City Manager is hereby authorized to act as City Council's agent for purposes of approving modifications of the provisions of Section 19.

(B) The Term of this Lease may not be extended. This provision shall not preclude the parties from entering into a new lease, the term of which may commence following the expiration or earlier termination of this Lease, subject to the requirements of Virginia Code §15.2-2100.

31. Time of Essence.

In all instances in which a party is required by this Lease to pay any sum or do any act on or within a specific time period, the parties expressly declare that time is the essence as to the such payment or action.

32. Persons Bound.

The covenants, agreements, terms, provisions, and conditions of this Lease shall bind and inure to the benefit the respective parties hereto and to their respective representatives, successors, and, where permitted by this Lease, their assigns.

33. Entire Agreement.

This Lease contains the entire agreement between the parties as of this date, and it supersedes all prior agreements and understandings of the parties, whether verbal or written, as to matters that are set forth within this Agreement. There are no collateral agreements, stipulations, promises or undertakings whatsoever upon the respective parties, in any way touching the subject matter of this instrument, which are not expressly contained herein. The execution hereof has not been induced by either party by representations, promises or understandings other than those expressly set forth herein.

34. Recordation of lease instrument.

The terms and conditions set forth within this Ordinance shall be set forth within a written instrument signed by the parties' duly authorized agents and suitable for recordation among the land records of the Charlottesville Circuit Court, in accordance with Virginia Code §17.1-227. Alternatively, in lieu of recordation of said written instrument, a memorandum of lease may be recorded, as provided in Virginia Code §55.1-1601.

35. Headings.

Headings in this Lease are for convenience only and shall not be used in the interpretation or construction of its provisions.

36. Interpretation.

In the event of any conflict, discrepancy, or inconsistency between this instrument and any other documents which have been incorporated into this document by reference or made exhibits or attachments hereto, then the provisions set forth within the body of this document shall govern the parties' intent.

37. Severability.

In the event that any term, provision, or condition of this Lease, or the application thereof to any person or circumstances, shall be held by a court of competent jurisdiction to be invalid or

unenforceable, the remainder of this Lease, and the application of any term, provision, or condition contained herein to any person or circumstances other than those to which it has been held invalid or unenforceable, shall not be affected thereby.

38. Governing law.

This Lease shall be governed, construed, and enforced by and in accordance with the laws of the Commonwealth of Virginia. Any suit or controversy arising under this Lease shall be brought within the General District or Circuit Court for the City of Charlottesville, Virginia.

39. Authorized signatures.

(A) The Charlottesville City Council authorizes the Charlottesville City Manager as its agent to execute the Lease on behalf of the City of Charlottesville and to bind the City hereto.

(B) The authority of the individual who executes this Lease as the agent of the Lessee, to bind the Lessee to the covenants and agreements herein stated, is set forth within a duly adopted resolution of the Lessee, a copy of which shall be provided to the City before the Lease is signed by the City's agent.

EXHIBIT A

Proposed Botanical Garden Leasehold Boundary

NOTE: The leasehold extends to & includes all buildings & structures that currently exist or may be established after the Commencement Date.



RESOLUTION
ESTABLISHING a PARTNERSHIP between the
CITY OF CHARLOTTESVILLE
And
MCINTIRE BOTANICAL GARDEN, INC.

WHEREAS, the City of Charlottesville (the City) has completed its Park Master Planning Process for the east side of McIntire Park (McIntire East); and

WHEREAS, the City Council adopted a Master Plan for McIntire East in September 2012; and

WHEREAS, the City has identified the McIntire Botanical Garden, Inc. (MBG), a 501©(3) corporation, as its partner in the design, development, and operation of a botanical garden in McIntire East; and

WHEREAS, a public-private partnership between the City and MBG will help fund the garden, allow it to remain free to the public, and provide inspirational gardening ideas and educational programs that aligns with the natural resource education goals of the City.

WHEREAS, the City with the support and assistance of MBG has advertised for and employed a professional landscape architecture firm to produce a detailed and long term Landscape Master Plan for McIntire East and expects to review and adopt such plan shortly; and

WHEREAS, the full intended use and thus development of McIntire Park East must await the completion of the construction of McIntire Road Extended and Route 250 Interchange and the closing of the remaining sand green golf holes before December 31, 2016; and

WHEREAS, MBG can provide a unique array of support to the development of the botanical garden in McIntire East, including but not limited to: fundraising and grants solicitation; recruitment and management of volunteers; design and horticultural expertise; and

WHEREAS, an agreement to create a public-private partnership between the City and MBG is a prerequisite to MBG's ability to begin its work to identify and gather these resources and supplement the City's resources to implement McIntire East's design and development;

NOW, THEREFORE BE IT RESOLVED, the City resolves to create a public-private partnership between the City and the McIntire Botanical Garden to design, develop and maintain a botanical garden in McIntire East to be formalized with a Memorandum of

Understanding between the two parties at such time that the Landscape Master Plan is completed and approved by City Council.

STIPULATIONS OF RESOLUTION:

The planning, design and actual creation of the botanical garden in McIntire East will be a long-term community effort requiring flexibility and cooperation between the City and MBG. Areas of responsibility to be determined under an MOU agreement would include, but not be limited to the following:

- Routine and ongoing preventive maintenance;
- Management of and construction of Capital Projects;
- HR, Insurance Risk Management Services, et.al.;
- Construction and maintenance of access parking;
- Hiring and supervision of botanical garden staff and volunteers;
- Promotion of the Garden as a community activity;
- Fundraising and grant seeking for Capital Projects;
- Volunteer recruitment, training and management;
- Horticultural and plant collection expertise;
- Nature and plant education;
- Environmental stewardship education;
- Maintenance of Garden website;
- Establishment of partnerships with groups such as tree stewards, garden clubs, master gardeners, native plant societies, etc., to maintain and promote Garden.
- Daily operations of indoor facilities that may be included in the park

Approved by Council
September 16, 2013



Clerk of Council

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	March 16, 2014
Action Required:	Action
Presenter:	Brian Daly, Director, Parks and Recreation Steve Kelly, ASLA, Mahan Rykiel
Staff Contacts:	Brian Daly, Director, Parks and Recreation Doug Ehman, Manger, Parks Division
Title:	McIntire Park East Conceptual Design Approval

Background:

Staff and community members, along with the design team from Mahan Rykiel from Baltimore, Maryland have been working for a number of months on the conceptual designs for the east side of McIntire Park, consistent with the Adopted Master Plan. These designs have evolved over the last several months through community discussion and are at the point of development where City Council approval is requested.

Discussion:

The Master Plan for the east side of McIntire Park was approved by City Council in September of 2012. The design team has worked collaboratively with staff, the McIntire Botanical Garden and the community to activate formally those amenities and uses shown in the Master Plan. Specifically, a network of trails, a family area, the botanical garden core area, picnic shelters connectivity throughout the park and a landscape typology that is representative of the piedmont.

Alignment with Council Vision Areas and Strategic Plan:

The initiative supports City Council's "Green City" vision. It contributes to Goal 2 of the Strategic Plan: Be a safe, equitable, thriving, and beautiful community, and objective 2.5, to provide natural and historic resources stewardship.

Community Engagement:

The design team is comprised of staff, Mahan Rykiel architects, representatives from the McIntire Botanical Garden, PLACE design task force and the Tree Commission. Additionally, several community design open houses have been held over the past several months, specifically March 20, June 3 and September 4, 2014. All of the sessions were held at the Carver Recreation Center. City Council considered and commented on the conceptual design during public session

on December 1, 2014. A final community open house on the final concept design presented tonight was held February 19, 2015 at the Parks and Recreation offices on the Downtown Mall.

Additionally, as directed by a City Council resolution staff and the McIntire Botanical Garden have worked together to develop a draft Memorandum of Understanding regarding the future management, maintenance and operations of the botanical garden elements in McIntire Park. A draft of this MOU is attached for review and consideration. It is important to acknowledge that this MOU will be an evolutionary document, changing and expanding over time as elements of the garden are implemented.

Budgetary Impact:

Fiscal impact for the implementation of the Master Plan has been considered in the FY16-20 Capital Improvement Program. The requested funds in the CIP represent staff's best estimates at this time for implementation of the master plan over time.

Recommendation:

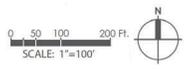
Staff recommends Council approve the conceptual design and direct staff to move forward with the completion of the design development and construction documents for the project(s).

Alternatives:

No alternatives are offered at this time.

Attachments:

Attachment 1	December 1, 2014 Conceptual Design
Attachment 2	February 19, 2015 Final Conceptual Design
Attachment 3	Draft MOU between City and McIntire Botanical Garden



ATTACHMENT 2 - MARCH 16 2015 FINAL CONCEPTUAL DESIGN





FUTURE FOUNTAIN OPTIONS



NATURE PLAY STREAM



EXISTING STREAM

PROPOSED STREAM RESTORATION PRECEDENTS

DRAFT MEMORANDUM OF AGREEMENT
MCINTIRE BOTANICAL GARDEN AND THE CITY OF CHARLOTTESVILLE
March 2, 2015

BACKGROUND

In 2013 the City Council passed a resolution establishing a partnership between the City and the McIntire Botanical Garden to design, develop and maintain a botanical garden in McIntire East to be formalized with a Memorandum of Understanding between the parties at such time that the Landscape Master Plan is completed and approved by City Council.

PURPOSE

This memorandum shall assign and identify the various responsibilities in the relationship between the City of Charlottesville (City) and the McIntire Botanical Garden, Inc. (MBG) for the design, development and management of the new botanical garden (garden) at East McIntire Park and ancillary facilities.

GENERAL GUIDELINES

This MOU is intended to be a living document, reviewed and updated at routine intervals herein defined that guides the relationship between the City and MBG in the long-term implementation and management of the botanical garden within McIntire Park.

All facilities developed or funded by MBG shall be donated to, and become the property of, the City upon being issued a certificate of occupancy.

RESPONSIBILITIES OF THE CITY:

The City shall be responsible for the following activities within the garden area;

- Approval of all designs and construction documents;
- Administration and coordination of all construction and development activity;
- Providing, subject to available funding, core infrastructure facilities further defined as pedestrian, bicycle and maintenance trails, potable and irrigation water per approved plans, wastewater collection per approved plans and maintenance/support facilities and connections to other sections of the park;
- Providing, subject to available funding, a base level of maintenance which includes general cleanup, mulching where appropriate, basic pruning, establishment watering and pest control activities consistent with a basic Integrated Pest Management program.
- The City and MBG will work together to develop appropriate wildlife conflict resolution strategies.
- The city will allow events at the garden area to extend beyond the park operating hours for special events; subject to approval by the Director of Parks and Recreation or their designee.

The City shall be responsible for the following activities regarding the visitor's center/educational building in a collaborative effort with MBG for design and development of a space utilization plan with the City having final approval of the design of the visitor's center/educational building:

- Developing all design and construction plans;
- Ensuring that necessary infrastructure and support facilities for the visitor's center/educational building are developed concurrent with, or prior to, the facility's development;
- Assumption of normal operating expenses such as utilities, custodial and routine repairs and maintenance activity.

RESPONSIBILITIES OF THE MBG:

MBG shall be responsible for the following activities within the garden area in a collaborative effort with the City which shall have final approval:

- MBG will promote and stimulate interest and community awareness in the activities of the botanical gardens, consistent with the Vision Statement of the MBG.
- Design of the garden area to include visitor and maintenance access, plant collections, thematic displays, irrigation, utility or ancillary structure siting as necessary;
- Development of necessary construction documents;
- Securing of funding for the development of the garden areas exclusive of those facilities to be provided by the City;
- Development and implementation of appropriate and necessary collection curatorial policies and inventory documentation and controls;
- Providing docent and educational programs and facilities to interpret the garden area;
- Development of a volunteer cadre to serve in the garden;
- Funding any maintenance above the base level provided by the City.
- Arranging appropriate liability coverage and/or waivers for MBG volunteers and/or staff who perform maintenance or program activity within the park. (Subject to review by the City Attorney)
- MBG operates on a fiscal year beginning on July 1 and ending on June 30. MBG will therefore provide an annual report to the City within three months of the end of each fiscal year to include major achievements and activities, a financial summary and report of operations and goals for the next year.

MBG shall be responsible for the following activities within the visitor's center/educational building:

- Securing of funding for the development, equipping and furnishing of the visitor's center/educational building.

Regardless of the method of generation, all revenues generated by MBG shall remain with MBG for the sole and exclusive benefit of the garden in McIntire Park. Beginning with Fiscal Year 2016, MBG shall provide a record of audit by a qualified, independent auditor, to the Director

of Parks and Recreation for funds received and expended for any fiscal year by November 1 of the following fiscal year. This document shall be a public record.

ROUTINE REVIEW AND REFINEMENT

Review and amendment or modification of this agreement shall take place under one or more of the following circumstances:

- At intervals of not less than two (2) years;
- At the mutual agreement of both parties;
- Not less than one hundred twenty (120) days prior to opening of a significant component with any modifications being in place not less than sixty (60) days prior.

DRAFT

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	September 20, 2021
Action Required:	Approval of Resolution
Presenter:	John Sales, Executive Director, Charlottesville Redevelopment and Housing Authority
City Manager Office Contact:	Sam Sanders, Deputy City Manager
Title:	CRHA Proposal to Create Corporations and LLCs

Background:

The Charlottesville Redevelopment and Housing Authority’s powers and duties are set out within Virginia Code Chapter 36, Chapter 1 (Housing Authorities Law). Pursuant to Va. Code §36-19(12) CRHA is authorized to do the following:

“With the approval of the local governing body or its designee, to form corporations, partnerships, joint ventures, trusts, or any other legal entity or combination thereof, on its own behalf or with any person or public or private entity.”

Further, Virginia Code §36-21 specifies that “...no housing authority shall construct or operate any [housing] project for profit...”. Virginia Code §36-25 also states that “An authority may...expend its funds such manner as the authority finds is consistent with the maintenance of the low-rent character of housing projects or the achievement of the purposes of this Housing Authorities Law. Finally, state law provides that “organizations, corporations, or agencies in the Commonwealth supported wholly or principally by public funds [*either City Council’s, or CRHA’s funds*] are “public bodies” subject to the requirements of the Virginia Freedom of Information Act.

Discussion:

CRHA requests City Council’s approval of the following legal entities, which are either not yet formed or have previously been formed and activated without prior City Council approval. For each entity, the City Manager’s office has requested CRHA’s Executive Director to provide detailed responses to several questions. For each entity you are being asked to approve, the Executive Director’s answers are provided below.

Entity 1: South First Phase One, LLC (already exists, State Corporation Commission Registration No. S7989876)

Q: What housing project is/will be constructed, operated, or financed by this entity?

Executive Director’s Response: The name of the housing project to be constructed,

operated and financed by this entity is South First Phase One and it is currently under construction on vacant land adjacent to the existing South First Street public housing development. The project consists of the new construction of 62 one, two and three bedroom apartments in three separate structures.

Q: What legal agreements involving any CRHA funding or property is this entity already a party to, and how does/do the agreement(s) ensure that housing will be provided for households within the lowest tiers of household income?

Executive Director's Response: The CRHA is the "lessor" in a 99 year ground lease to the "lessee" (South First Phase One, LLC) of the improvements being constructed on the property. In exchange for the ground lease, the CRHA holds a promissory note and a subordinate deed of trust in the amount of \$1,100,000, which is the appraised Fair Market Value of the land. Since the property is subject to a Land Use Restriction Agreement from HUD, the transfer of the land and the note and deed of trust had to receive approval from HUD in the context of the property's continued extended use as affordable housing for low and very low income residents. In addition, the CRHA is the conduit for a Federal Home Loan Bank of Atlanta grant to the project. The grant will be made to an FHLB member Bank (Atlantic Union Bank) who will transfer the funds to the lessee, subject to a note and subordinate deed of trust which requires continued affordability for households with incomes at or below 50% of AMI. South First Phase One, LLC also has recorded an Extended Use Agreement against the property in favor of VHDA requiring that residents at the property have incomes no higher than 60% of the AMI. This agreement will remain in effect for 30 years.

Q: How much funding has CRHA provided to this entity, and will CRHA ask City Council for funding that would be transferred to this entity in the future?

Executive Director's Response: Please see the response above. These are the only financial agreements to which the CRHA is directly a party. City Council is already on record for providing a grant of \$1,125,000 for the development of this property through a CRHA instrumentality, the Charlottesville Community Development Corporation (CCDC), and is also on record to provide annually a grant to the CRHA in the equivalent of the difference between the Payment in Lieu of Taxes normally calculated for this property, and the property tax liability.

CRHA intends to request City Council waive water and sewer tap fees for this project.

Q: What annual financial statements and other ongoing reports does CRHA receive?

Executive Director's Response: CRHA's instrumentality, CCDC is the developer of record for the project and participates in the monthly Owner, Architect and Contractor meetings where many construction related items and reports are received and discussed including the monthly pay request from the general contractor. Financial reports from the CRHA's development advisor AHG are received monthly, or as requested. These reports are compiled by a third party accountant, Hantzmon & Wiebel. At the conclusion of construction, a third party auditor, Dooley & Vicars PC will provide a cost certification of the total cost of development. On an annual basis CRHA's instrumentality will receive a third party audit of the property. South First Phase One, LLC has engaged the CRHA to serve as the property manager for this development and therefore CRHA will provide monthly statements of occupancy, and expenses and income to the owner/lessee.

Q: What is purpose/ mission of this entity, that cannot be fulfilled by CRHA itself, under its statutory authority?

Executive Director's Response: The mission of this entity is to serve as the owner/lessee of record of the project known as South First Phase One which will provide affordable housing to very low income citizens of Charlottesville. The use of Low Income Housing Tax Credits as a primary source of finance for this project excludes the CRHA from the direct ownership of the property. The CRHA does not have any liability for paying federal income taxes and therefore cannot take advantage of the low-income housing tax credits. By entering into a limited liability company with other federal income taxpaying entities, namely the Housing Equity Fund of Virginia XXIII, LLC, the low income housing tax credits can be utilized by the taxpaying entities in exchange for their capital investment in the project.

Q: How will this entity contribute to CRHA's resolution of its "troubled status" with HUD?

Executive Director's Response: The completion of South First Phase One will allow CRHA to relocate residents from other obsolescent properties so that those properties can then be demolished and/or redeveloped to current building codes and standards. The more obsolete units that are taken offline and redeveloped, the sooner CRHA will be able to exit its "troubled status" with HUD.

Q: What is the legal relationship/ connection of this entity to CRHA and its governing board?

Executive Director's Response: CRHA is legally connected in multiple ways to this entity and by regulation and resolution, the CRHA's governing board is ultimately responsible for all actions taken on its behalf. As previously described, the CRHA is the landlord of the property through its possession of the ground lease; it is a lender through the promissory notes and deeds of trust securing the leasehold value and FHLB grant. The CRHA is also indirectly connected by virtue of its sole ownership of CCDC, its instrumentality, which serves as the sole member of the Managing Member of the property owner, South First Phase One Management, LLC, and is also a lender.

Q: (Corporation): who are the corporate officers, and who are the directors of the governing board of this entity (corporation), and how are they selected? Do they receive compensation? If so what is the amount of that compensation?

Executive Director's Response: There are no corporate officers nor governing board of South First Phase One, LLC. as it is not a corporation.

Q: (LLC): who are the members and managing members of this entity (LLC)? [If the named members/ managing members are also corporations or LLCs, please identify directors (corporations) and members/ managing members for each]. Do they receive compensation? If so, what is the amount of that compensation?

Executive Director's Response:
The members of South First Phase One, LLC are South First Phase One Management, LLC (the Managing Member). CRHA directly controls the Managing Member of the Company through its instrumentality, CCDC, which serves as the sole member of the Managing Member. Council is familiar with the governing boards and corporate officers of both CRHA and CCDC as they have both been created through Council resolutions. None of the corporate officers or governing boards of CRHA or CCDC receive compensation for their services.

Housing Equity Fund of Virginia XXIII, L.L.C. serves as the Investor Member of South First Phase One, LLC. The Managing Member of Housing Equity Fund of Virginia XXIII, L.L.C. is the Virginia Housing Capital Corporation.

Virginia Housing Capital Corporation has four Directors and Officers all of whom are employees of VCDC. Bob Newman is President, Christin Armacost is Vice President, Chris Sterling is Secretary and Russ Parrish is Treasurer. None of the Officers or Directors receives compensation for their service.

An instrumentality of VCDC, called VAHM, L.L.C. serves as a Special Investor Member of South First Phase One, LLC. The sole member of VAHM, L.L.C. is the Housing Capital Corporation of Virginia. The Officers and Board of Directors of Housing Capital Corporation of Virginia are as follows: Bob Newman, President; Christin Armacost Vice President; Chris Sterling Secretary; Russ Parrish Treasurer. None of the Officers or Directors receives compensation for their services.

Q: When did CRHA's governing board establish this entity, and have you attached documentation of the resolution or minutes recording the board's vote?

Executive Director's Response: South First Phase One, LLC was established by resolution of the CRHA Board of Commissioners on February 24th, 2020.

Q: If the answer to any of the preceding questions is "I don't know", when can you or CRHA provide the answer(s) to City Council?

Executive Director's Response: Not applicable.

Q: Will this entity own/manage this project in perpetuity?

Executive Director's Response: Yes this entity will own South First Phase One in perpetuity unless the Board of Commissioners determines otherwise. CRHA will exercise its right of first refusal and purchase option at the end of the initial compliance period, 15 years from now, and will purchase all of the Member interests.

Q: If not, for what period of time will the project be owned/managed?

Executive Director's Response: In perpetuity.

Q: And if not, how will CRHA recapture ownership/management? And at what cost?

Executive Director's Response: CRHA, through its control of the Managing Member will recapture full ownership of the property by purchasing the Investor and Special Member interests at the end of the initial compliance period. Housing Equity Fund of Virginia XXIII, L.L.C. and VAHM, LLC will relinquish their interests in accord with the Non-Profit Purchase Option and Right of First Refusal that was signed at closing. In practice, Housing Equity Fund and VAHM, LLC will exit the Company for a capital transaction fee of \$20,000.

Entity 2: South First Phase One Management, LLC (already exists, State Corporation Commission Registration No. S7999362)

Q: What housing project is/will be constructed, operated, or financed by this entity?

Executive Director's Response: Please see responses above for South First Phase One, LLC. The answers are the same.

Q: What legal agreements involving any CRHA funding or property is this entity already a party to, and how does/do the agreement(s) ensure that housing will be provided for households within the lowest tiers of household income?

Executive Director's Response: Please see responses above for South First Phase One, LLC. The answers are the same.

Q: How much funding has CRHA provided to this entity, and will CRHA ask City Council for funding that would be transferred to this entity in the future?

Executive Director's Response: Please see responses above for South First Phase One, LLC. The answers are the same.

Q: What annual financial statements and other ongoing reports does CRHA receive?

Executive Director's Response: Please see responses above for South First Phase One, LLC. The answers are the same.

Q: What is purpose/ mission of this entity, that cannot be fulfilled by CRHA itself, under its statutory authority?

Executive Director's Response: Please see responses above for South First Phase One, LLC. The answers are the same.

Q: How will this entity contribute to CRHA's resolution of its "troubled status" with HUD?

Executive Director's Response: Please see responses above for South First Phase One, LLC. The answers are the same.

Q: What is the legal relationship/ connection of this entity to CRHA and its governing board?

Executive Director's Response: Please see responses above for South First Phase One, LLC. The answers are the same.

Q: (Corporation): who are the corporate officers, and who are the directors of the governing board of this entity (corporation), and how are they selected? Do they receive compensation? If so, what is the amount of that compensation?

Executive Director's Response: Please see responses above for South First Phase One, LLC. The answers are the same.

Q: (LLC): who are the members and managing members of this entity (LLC)? [If the named members/ managing members are also corporations or LLCs, please identify directors

(corporations) and members/ managing members for each]. Do they receive compensation? If so what is the amount of that compensation?

Executive Director's Response: CRHA directly controls the Managing Member of the Company through its instrumentality, CCDC, which serves as the sole member of South First Phase One Management, LLC. Council is familiar with the governing boards and corporate officers of both CRHA and CCDC as they have both been created through Council resolutions. None of the corporate officers or governing boards of CRHA or CCDC receive compensation for their services.

Q: When did CRHA's governing board establish this entity, and have you attached documentation of the resolution or minutes recording the board's vote?

Executive Director's Response: February 24, 2020.

Q: If the answer to any of the preceding questions is "I don't know", when can you or CRHA provide the answer(s) to City Council?

Executive Director's Response: This question is not relevant.

Q: Will this entity own/manage this project in perpetuity?

Executive Director's Response: Please see responses above for South First Phase One, LLC.

Q: If not, for what period of time will the project be owned/managed?

Executive Director's Response: Please see responses above for South First Phase One, LLC.

Q: And if not, how will CRHA recapture ownership/management? And at what cost?

Executive Director's Response: Please see responses above for South First Phase One, LLC.

Entity 3: South First Phase Two, LLC (already exists, State Corporation Commission Registration No. 11011130)

Q: What housing project is/will be constructed, operated, or financed by this entity?

Executive Director's Response: The name of the housing project to be constructed, operated and financed by this entity is South First Phase Two and it will be constructed on the site of the current South First Street public housing development. The project consists of the new construction of 113 one, two, three, four and five bedroom apartments in 21 separate structures.

Q: What legal agreements involving any CRHA funding or property is this entity already a party to, and how does/do the agreement(s) ensure that housing will be provided for households within the lowest tiers of household income?

Executive Director's Response: There are currently no legal agreements in place regarding any CRHA funding or property to which this entity is already a party with the exception of a legal "option to lease" between South First Phase Two LLC and CRHA for the transfer of the property. However, the CRHA intends to enter into the same agreements for funding and transfer of the leasehold value of the property as has been entered into for South First Phase One, LLC.

Q: How much funding has CRHA provided to this entity, and will CRHA ask City Council for funding that would be transferred to this entity in the future?

Executive Director's Response: CRHA has provided no funding to this entity but anticipates that it will receive awards of funding from the City Council and other funders that it will transfer to the entity in the same manner as it has transferred funding for South First Phase One, LLC. CRHA also intends to request that City Council waive the water and sewer tap fees for this property.

Q: What annual financial statements and other ongoing reports does CRHA receive?

Executive Director's Response: Please see responses to South First Phase One, LLC. CRHA expects to receive the same financial statements and other ongoing reports that it will receive for South First Phase One, LLC.

Q: What is purpose/ mission of this entity, that cannot be fulfilled by CRHA itself, under its statutory authority?

Executive Director's Response: Please see the response to this same question above for South First Phase One, LLC. The answer is the same.

Q: How will this entity contribute to CRHA's resolution of its "troubled status" with HUD?

Executive Director's Response: Please see the response to this same question above for South First Phase One, LLC. The answer is the same.

Q: What is the legal relationship/ connection of this entity to CRHA and its governing board?

Executive Director's Response: Please see the response to this same question above for South First Phase One, LLC. The answer is the same.

Q: (Corporation): who are the corporate officers, and who are the directors of the governing board of this entity (corporation), and how are they selected? Do they receive compensation? If so, what is the amount of that compensation?

Executive Director's Response: There are no corporate officers or governing board of South First Phase Two LLC. as it is not a corporation.

Q: (LLC): who are the members and managing members of this entity (LLC)? [If the named members/ managing members are also corporations or LLCs, please identify directors (corporations) and members/ managing members for each]. Do they receive compensation? If so what is the amount of that compensation?

Executive Director's Response: The sole member of South First Two LLC is South First

Phase Two Management LLC (the Managing Member). CRHA directly controls the Managing Member of the Company through its instrumentality, CCDC, which serves as the sole member of the Managing Member. Council is familiar with the governing boards and corporate officers of both CRHA and CCDC as they have both been created through Council resolutions. None of the corporate officers or governing boards of CRHA or CCDC receive compensation for their services.

It is anticipated that prior to the start of construction, the Company will admit Housing Equity Fund of Virginia XXVI, L.L.C as the Investor Member and VAHM, L.L.C. as the Special Investor Member.

The Managing Member of Housing Equity Fund of Virginia XXVI, L.L.C. is the Virginia Housing Capital Corporation.

Virginia Housing Capital Corporation has four Directors and Officers all of whom are employees of VCDC. Bob Newman is President, Christin Armacost is Vice President, Chris Sterling is Secretary and Russ Parrish is Treasurer. None of the Officers or Directors receives compensation for their service.

An instrumentality of VCDC, called VAHM, L.L.C. serves as a Special Investor Member of South First Phase One, LLC. The sole member of VAHM, L.L.C. is the Housing Capital Corporation of Virginia. The Officers and Board of Directors of Housing Capital Corporation of Virginia are as follows: Bob Newman, President; Christin Armacost Vice President; Chris Sterling Secretary; Russ Parrish Treasurer. None of the Officers or Directors receives compensation for their services.

Q: When did CRHA's governing board establish this entity, and have you attached documentation of the resolution or minutes recording the board's vote?

Executive Director's Response: CRHA's Board of Commissioners established this entity by resolution on July 7, 2021.

Q: If the answer to any of the preceding questions is "I don't know", when can you or CRHA provide the answer(s) to City Council?

Executive Director's Response: Not applicable.

Q: Will this entity own/manage this project in perpetuity?

Executive Director's Response: Please see the response to this same question above for South First Phase One, LLC. The answer is the same.

Q: If not, for what period of time will the project be owned/managed?

Executive Director's Response: Please see the response to this same question above for South First Phase One, LLC. The answer is the same.

Q: And if not, how will CRHA recapture ownership/management? And at what cost?

Executive Director's Response: Please see the response to this same question above for South First Phase One, LLC. The answer is the same.

Entity 4: South First Phase Two Management, LLC (already exists, State Corporation Commission Registration No. 11011170)

Q: What housing project is/will be constructed, operated, or financed by this entity?

Executive Director's Response: Please see the response to South First Phase Two LLC above. The answer is the same.

Q: What legal agreements involving any CRHA funding or property is this entity already a party to, and how does/do the agreement(s) ensure that housing will be provided for households within the lowest tiers of household income?

Executive Director's Response: Please see the response to South First Phase Two LLC above. The answer is the same.

Q: How much funding has CRHA provided to this entity, and will CRHA ask City Council for funding that would be transferred to this entity in the future?

Executive Director's Response: Please see the response to this same question above for South First Phase Two, LLC. The answer is the same.

Q: What annual financial statements and other ongoing reports does CRHA receive?

Executive Director's Response: Please see the response to this same question above for South First Phase Two, LLC. The answer is the same.

Q: What is purpose/ mission of this entity, that cannot be fulfilled by CRHA itself, under its statutory authority?

Executive Director's Response: Please see the response to this same question above for South First Phase Two, LLC. The answer is the same.

Q: How will this entity contribute to CRHA's resolution of its "troubled status" with HUD?

Executive Director's Response: Please see the response to this same question above for South First Phase Two, LLC. The answer is the same.

Q: What is the legal relationship/ connection of this entity to CRHA and its governing board?

Executive Director's Response: Please see the response to this same question above for South First Phase Two, LLC. The answer is the same.

Q: (Corporation): who are the corporate officers, and who are the directors of the governing board of this entity (corporation), and how are they selected? Do they receive compensation? If so, what is the amount of that compensation?

Executive Director's Response: Please see the response to this same question above for South First Phase Two, LLC. The answer is the same.

Q: (LLC): who are the members and managing members of this entity (LLC)? [If the named members/ managing members are also corporations or LLCs, please identify directors (corporations) and members/ managing members for each]. Do they receive compensation? If so what is the amount of that compensation?

Executive Director's Response: The Sole Member of this Entity is the CRHA's instrumentality, the Charlottesville Community Development Corporation (CCDC). CRHA directly controls the Managing Member of the Company through its instrumentality, CCDC, which serves as the sole member of South First Phase Two Management, LLC. Council is familiar with the governing boards and corporate officers of both CRHA and CCDC as they have both been created through Council resolutions. None of the corporate officers or governing boards of CRHA or CCDC receive compensation for their services.

Q: When did CRHA's governing board establish this entity, and have you attached documentation of the resolution or minutes recording the board's vote?

Executive Director's Response: July 7th, 2021.

Q: If the answer to any of the preceding questions is "I don't know", when can you or CRHA provide the answer(s) to City Council?

Executive Director's Response: Not applicable..

Q: Will this entity own/manage this project in perpetuity?

Executive Director's Response: Please see the response to this same question above for South First Phase Two, LLC. The answer is the same.

Q: If not, for what period of time will the project be owned/managed?

Executive Director's Response: Please see the response to this same question above for South First Phase Two, LLC. The answer is the same.

Q: And if not, how will CRHA recapture ownership/management? And at what cost?

Executive Director's Response: Please see the response to this same question above for South First Phase Two, LLC. The answer is the same.

Entity 5: Crescent Halls Reno, LLC (already exists, State Corporation Commission Registration No. S7989835)

Q: What housing project is/will be constructed, operated, or financed by this entity?

Executive Director's Response: This entity has financed and is renovating and will operate the property known as Crescent Halls, a 105 unit senior tower.

Q: What legal agreements involving any CRHA funding or property is this entity already a party to, and how does/do the agreement(s) ensure that housing will be provided for households within the lowest tiers of household income?

Executive Director's Response: The CRHA is the “lessor” in a ground lease to the “lessee” (Crescent Halls Reno, LLC) of the improvements being renovated on the property. In exchange for the ground lease, the CRHA holds a promissory note and a subordinate deed of trust in the amount of \$2,920,000, which is the appraised Fair Market Value of the property. Since the property is subject to a Land Use Restriction Agreement from HUD, the transfer of the land and the note and deed of trust required approval from HUD in the context of the property’s continued extended use as affordable housing for low and very low income residents. In addition, the CRHA is the conduit for a Federal Home Loan Bank of Atlanta grant to the project. The grant will be made to an FHLB member Bank (Atlantic Union Bank) who will transfer the funds to the owner, subject to a note and subordinate deed of trust which requires continued affordability for households with incomes below 50% of AMI.

Q: How much funding has CRHA provided to this entity, and will CRHA ask City Council for funding that would be transferred to this entity in the future?

Executive Director's Response: Please see the response above. These are the only financial agreements to which the CRHA is directly a party. City Council is already on record for providing a grant of \$1,875,000 for the development of this property through a CRHA instrumentality, the Charlottesville Community Development Corporation (CCDC), and is also on record to provide annually a grant to the CRHA in the equivalent of the difference between the Payment in Lieu of Taxes normally calculated for this property, and the property tax liability. At this time, the CRHA does not intend to request any further funds from the City Council for this property.

Q: What annual financial statements and other ongoing reports does CRHA receive?

Executive Director's Response: Please see the response to this same question above for South First Phase One, LLC. The answer is the same.

Q: What is purpose/ mission of this entity, that cannot be fulfilled by CRHA itself, under its statutory authority?

Executive Director's Response: Please see the response to this same question above for South First Phase One, LLC. The answer is the same.

Q: How will this entity contribute to CRHA’s resolution of its “troubled status” with HUD?

Executive Director's Response: Please see the response to this same question above for South First Phase One, LLC. The answer is the same.

Q: What is the legal relationship/ connection of this entity to CRHA and its governing board?

Executive Director's Response: CRHA is legally connected in multiple ways to this entity and by regulation and resolution, the CRHA’s governing board is ultimately responsible for all actions taken on its behalf. As previously described, the CRHA will be the landlord of the property through its proposed possession of the ground lease; it will be a lender through the proposed promissory notes and deeds of trust securing the leasehold value and FHLB grant. The CRHA will also be indirectly connected by virtue of its sole ownership of CCDC, its instrumentality, which serves as the sole member of the Managing Member, Crescent Halls Reno Management, LLC, and is also a lender.

Q: (Corporation): who are the corporate officers, and who are the directors of the governing board of this entity (corporation), and how are they selected? Do they receive compensation? If so, what is the amount of that compensation?

Executive Director's Response: There are no corporate officers or governing board of Crescent Halls Reno, LLC. as it is not a corporation.

Q: (LLC): who are the members and managing members of this entity (LLC)? [If the named members/ managing members are also corporations or LLCs, please identify directors (corporations) and members/ managing members for each]. Do they receive compensation? If so what is the amount of that compensation?

Executive Director's Response: The members of Crescent Halls Reno, LLC are Crescent Halls Reno Management, LLC (the Managing Member). CRHA directly controls the Managing Member of the Company through its instrumentality, CCDC, which serves as the sole member of the Managing Member. Council is familiar with the governing boards and corporate officers of both CRHA and CCDC as they have both been created through Council resolutions. None of the corporate officers or governing boards of CRHA or CCDC receive compensation for their services.

Housing Equity Fund of Virginia XXIII, L.L.C. serves as the Investor Member of Crescent Halls Reno, LLC. The Managing Member of Housing Equity Fund of Virginia XXIII, L.L.C. is the Virginia Housing Capital Corporation.

Virginia Housing Capital Corporation has four Directors and Officers all of whom are employees of VCDC. Bob Newman is President, Christin Armacost is Vice President, Chris Sterling is Secretary and Russ Parrish is Treasurer. None of the Officers or Directors receives compensation for their service.

An instrumentality of VCDC, called VAHM, L.L.C. serves as a Special Investor Member of South First Phase One, LLC. The sole member of VAHM, L.L.C. is the Housing Capital Corporation of Virginia. The Officers and Board of Directors of Housing Capital Corporation of Virginia are as follows: Bob Newman, President; Christin Armacost Vice President; Chris Sterling Secretary; Russ Parrish Treasurer. None of the Officers or Directors receives compensation for their services.

Q: When did CRHA's governing board establish this entity, and have you attached documentation of the resolution or minutes recording the board's vote?

Executive Director's Response: February 24th, 2020.

Q: If the answer to any of the preceding questions is "I don't know", when can you or CRHA provide the answer(s) to City Council?

Executive Director's Response: This question is not applicable.

Q: Will this entity own/manage this project in perpetuity?

Executive Director's Response: Please see the response above for South First Phase One, LLC. The answer is the same.

Q: If not, for what period of time will the project be owned/managed?

Executive Director's Response: Please see the response above for South First Phase One, LLC. The answer is the same.

Q: And if not, how will CRHA recapture ownership/management? And at what cost?

Executive Director's Response: Please see the response above for South First Phase One, LLC. The answer is the same.

Entity 6: Crescent Halls Reno Management, LLC (already exists, State Corporation Commission Registration No. S7999339)

Q: What housing project is/will be constructed, operated, or financed by this entity?

Executive Director's Response: Please see the response above for Crescent Halls Reno, LLC. The answers are the same.

Q: What legal agreements involving any CRHA funding or property is this entity already a party to, and how does/do the agreement(s) ensure that housing will be provided for households within the lowest tiers of household income?

Executive Director's Response: Please see the response above for Crescent Halls Reno, LLC. The answers are the same.

Q: How much funding has CRHA provided to this entity, and will CRHA ask City Council for funding that would be transferred to this entity in the future?

Executive Director's Response: Please see the response above for Crescent Halls Reno, LLC. The answers are the same.

Q: What annual financial statements and other ongoing reports does CRHA receive?

Executive Director's Response: Please see the response above for Crescent Halls Reno, LLC. The answers are the same.

Q: What is purpose/ mission of this entity, that cannot be fulfilled by CRHA itself, under its statutory authority?

Executive Director's Response: Please see the response above for Crescent Halls Reno, LLC. The answers are the same.

Q: How will this entity contribute to CRHA's resolution of its "troubled status" with HUD?

Executive Director's Response: Please see the response above for Crescent Halls Reno, LLC. The answers are the same.

Q: What is the legal relationship/ connection of this entity to CRHA and its governing board?

Executive Director's Response: Please see the response above for Crescent Halls Reno, LLC. The answers are the same.

Q: (Corporation): who are the corporate officers, and who are the directors of the governing board of this entity (corporation), and how are they selected? Do they receive compensation? If so, what is the amount of that compensation?

Executive Director's Response: Please see the response above for Crescent Halls Reno, LLC. The answers are the same.

Q: (LLC): who are the members and managing members of this entity (LLC)? [If the named members/ managing members are also corporations or LLCs, please identify directors (corporations) and members/ managing members for each]. Do they receive compensation? If so what is the amount of that compensation?

Executive Director's Response: The sole member of Crescent Halls Reno Management, LLC is CCDC, an instrumentality of the CRHA. City Council is very familiar with the officers and directors of both of these organizations.

Q: When did CRHA's governing board establish this entity, and have you attached documentation of the resolution or minutes recording the board's vote?

Executive Director's Response: February 24th, 2020.

Q: If the answer to any of the preceding questions is "I don't know", when can you or CRHA provide the answer(s) to City Council?

Executive Director's Response: This question is not applicable.

Q: Will this entity own/manage this project in perpetuity?

Executive Director's Response: Please see the response above for Crescent Halls Reno, LLC. The answers are the same.

Q: If not, for what period of time will the project be owned/managed?

Executive Director's Response: Please see the response above for Crescent Halls Reno, LLC. The answers are the same.

Q: And if not, how will CRHA recapture ownership/management? And at what cost?

Executive Director's Response: Please see the response above for Crescent Halls Reno, LLC. The answers are the same.

Entity 7: CRHA Asset Management, LLC (already exists, State Corporation Commission Registration No. S7989827)

Q: What housing project is/will be constructed, operated, or financed by this entity?

Executive Director's Response: At this time CRHA does not see a need for creating this

entity and does not intend to move forward with establishing its legal identity.

Q: What legal agreements involving any CRHA funding or property is this entity already a party to, and how does/do the agreement(s) ensure that housing will be provided for households within the lowest tiers of household income?

Executive Director's Response:

Q: How much funding has CRHA provided to this entity, and will CRHA ask City Council for funding that would be transferred to this entity in the future?

Executive Director's Response:

Q: What annual financial statements and other ongoing reports does CRHA receive?

Executive Director's Response:

Q: What is purpose/ mission of this entity, that cannot be fulfilled by CRHA itself, under its statutory authority?

Executive Director's Response:

Q: How will this entity contribute to CRHA's resolution of its "troubled status" with HUD?

Executive Director's Response:

Q: What is the legal relationship/ connection of this entity to CRHA and its governing board?

Executive Director's Response:

Q: (Corporation): who are the corporate officers, and who are the directors of the governing board of this entity (corporation), and how are they selected? Do they receive compensation? If so, what is the amount of that compensation?

Executive Director's Response:

Q: (LLC): who are the members and managing members of this entity (LLC)? [If the named members/ managing members are also corporations or LLCs, please identify directors (corporations) and members/ managing members for each]. Do they receive compensation? If so what is the amount of that compensation?

Executive Director's Response:

Q: When did CRHA's governing board establish this entity, and have you attached documentation of the resolution or minutes recording the board's vote?

Executive Director's Response:

Q: If the answer to any of the preceding questions is "I don't know", when can you or CRHA provide the answer(s) to City Council?

Executive Director's Response:

Q: Will this entity own/manage this project in perpetuity?

Executive Director's Response:

Q: If not, for what period of time will the project be owned/managed?

Executive Director's Response:

Q: And if not, how will CRHA recapture ownership/management? And at what cost?

Executive Director's Response:

Entity 8: South Sixth Phase One, LLC (proposed name - not yet in existence)

Q: What housing project is/will be constructed, operated, or financed by this entity?

Executive Director's Response: South Sixth Phase One, LLC will construct, operate, and finance the new construction of approximately 36 apartment units in a single building on vacant property at the current Sixth Street public housing development.

Q: Will CRHA ask City Council for funding that would be transferred to this entity? If so, what charitable purpose/mission consistent with CRHA's authorized purposes is, or will be, identified in the articles of incorporation or other organizational document for this entity?

Executive Director's Response: Consistent with the City Council's commitment to provide a total of \$15 million to the redevelopment of public housing in Charlottesville, the CRHA intends to request at least \$3million toward the construction of South Sixth Street Phase One and will request that City Council approve the waiver of all water and sewer tap fees for the project.

Q: What is purpose/ mission of this entity, that cannot be fulfilled by CRHA itself, under its statutory authority?

Executive Director's Response: Please see the response above for South First Phase One, LLC. The response is the same.

Q: How will this entity contribute to CRHA's resolution of its "troubled status" with HUD?

Executive Director's Response: Please see the response above for South First Phase One, LLC. The response is the same.

Q: What is the legal relationship/ connection of this entity to CRHA and its governing board?

Executive Director's Response: Please see the response above for South First Phase One, LLC. The response is the same.

Q: (Corporation): who will be the corporate officers, and who will be the directors of the governing board of this entity (corporation), and how are they selected?

Executive Director's Response: Please see the response above for South First Phase One, LLC. The response is the same.

Q: (LLC): who will be the members and managing members of this entity (LLC)? [If the named members/ managing members are also corporations or LLCs, please identify directors (corporations) and members/ managing members for each].

Executive Director's Response: The sole member of this entity is South Sixth Street Management LLC. CRHA's instrumentality CCDC is the sole member of South Sixth Street Management LLC. Once the project has financing in place, the Managing Member may invite the Housing Equity Fund of Virginia to enter into the Company as the investor member for purposes of commodifying the low income housing tax credits..

Q: Will officers, board members, members or managing members receive compensation? If so, how much?

Executive Director's Response: No officers, board members, or members of the LLC will receive compensation for their services.

Q: If the answer to any of the preceding questions is "I don't know", when can you or CRHA provide the answer(s) to City Council?

Executive Director's Response: This question is not applicable

Q: Will this entity own/manage this project in perpetuity?

Executive Director's Response: Please see the response above for South First Phase One, LLC. The response is the same.

Q: If not, for what period of time will the project be owned/managed?

Executive Director's Response: Please see the response above for South First Phase One, LLC. The response is the same.

Q: And if not, how will CRHA recapture ownership/management? And at what cost?

Executive Director's Response: Please see the response above for South First Phase One, LLC. The response is the same.

Entity 9: South Sixth Phase One Management, LLC (proposed name - not yet in existence)

Q: What housing project is/will be constructed, operated, or financed by this entity?

Executive Director's Response: Please see the responses above for South Sixth Street Phase One, LLC. The answers are the same.

Q: Will CRHA ask City Council for funding that would be transferred to this entity? If so, what charitable purpose/mission consistent with CRHA's authorized purposes is, or will be, identified

in the articles of incorporation or other organizational document for this entity?

Executive Director's Response: Please see the responses above for South Sixth Street Phase One, LLC. The answers are the same.

Q: What is purpose/ mission of this entity, that cannot be fulfilled by CRHA itself, under its statutory authority?

Executive Director's Response: Please see the responses above for South Sixth Street Phase One, LLC. The answers are the same.

Q: How will this entity contribute to CRHA's resolution of its "troubled status" with HUD?

Executive Director's Response: Please see the responses above for South Sixth Street Phase One, LLC. The answers are the same.

Q: What is the legal relationship/ connection of this entity to CRHA and its governing board?

Executive Director's Response: Please see the responses above for South Sixth Street Phase One, LLC. The answers are the same.

Q: (Corporation): who will be the corporate officers, and who will be the directors of the governing board of this entity (corporation), and how are they selected?

Executive Director's Response: Please see the responses above for South Sixth Street Phase One, LLC. The answers are the same.

Q: (LLC): who will be the members and managing members of this entity (LLC)? [If the named members/ managing members are also corporations or LLCs, please identify directors (corporations) and members/ managing members for each].

Executive Director's Response: CRHA's instrumentality, CCDC will be the sole member of this LLC. City Council is very familiar with the directors of both of these entities.

Q: Will officers, board members, members or managing members receive compensation? If so, how much?

Executive Director's Response: No officers, board members, members or managing members will receive compensation for their services.

Q: If the answer to any of the preceding questions is "I don't know", when can you or CRHA provide the answer(s) to City Council?

Executive Director's Response: This question is not applicable.

Q: Will this entity own/manage this project in perpetuity?

Executive Director's Response: Please see the responses above for South Sixth Street Phase One, LLC. The answers are the same.

Q: If not, for what period of time will the project be owned/managed?

Executive Director's Response: Please see the responses above for South Sixth Street Phase One, LLC. The answers are the same.

Q: And if not, how will CRHA recapture ownership/management? And at what cost?

Executive Director's Response: Please see the responses above for South Sixth Street Phase One, LLC. The answers are the same.

Budgetary Impact:

The City Council provides substantial public funding to CRHA for its programs and redevelopment projects. CRHA understands that City Council has an interest in ensuring accountability for the use of public funds, and that Council has an obligation to ensure that its public funds are used for purposes authorized by state law.

The Executive Director has provided information about public funding for each of the entities, in his answers to the questions in the "Discussion" section.

Alternatives:

City Council may decline to approve the entities, in its discretion.

Alignment with Council Vision Areas and Strategic Plan:

[no response was provided]

City Manager Recommendation: Approve the Resolution.

Community Engagement:

[no response was provided]

Attachments:

- Resolution

RESOLUTION

RATIFYING OR APPROVING THE FORMATION BY THE CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY (CRHA) OF CERTAIN ENTITIES IDENTIFIED AS LIMITED LIABILITY COMPANIES (“LLCs”)

WHEREAS, the Charlottesville Redevelopment and Housing Authority was created pursuant to the Virginia Housing Authorities Law (the “Act”), found in Chapter 1, Title 36, Code of Virginia of 1950, as amended (the “Virginia Code”), and is now existing and operating as a public body corporate and politic, and the Act empowers the CRHA to form corporations, partnerships, joint ventures, trusts, or any other legal entity or combination thereof, on its own behalf or with any person or public or private entity; and

WHEREAS, the CRHA, through various entities, has applied to the formerly known as Virginia Housing and Development Authority (“VHDA”) program or the now known as Virginia Housing program for Low Income Housing Tax Credits (“LIHTCs”), in part to provide financing for the rehabilitation or development of affordable multi-family residential rental projects on various CRHA-owned properties, the funding of debt service and other reserve funds and the payment of other transaction costs related to the award of LIHTCs to the projects; and

WHEREAS, to secure VHDA or Virginia Housing funding for its affordable housing redevelopment projects, certain entities need to be created by CRHA to undertake the development of such projects; and

WHEREAS, Section 36-19(12) of the Virginia Code, requires, among other things, the approval by the local governing body of the formation by the CRHA of corporations, partnerships, joint ventures, trusts, or any other legal entity; and

NOW, THEREFORE BE IT RESOLVED that the Council of the City of Charlottesville, Virginia, hereby ratifies the creation of the following LLCs, already created by the Charlottesville Redevelopment and Housing Authority, to enable the CRHA to secure VHDA or Virginia Housing funding for affordable housing redevelopment projects:

SOUTH FIRST PHASE ONE, LLC

SOUTH FIRST PHASE ONE MANAGEMENT, LLC

SOUTH FIRST PHASE TWO, LLC

SOUTH FIRST PHASE TWO MANAGEMENT, LLC

CRESCENT HALLS RENO, LLC

CRESCENT HALLS RENO MANAGEMENT, LLC

FURTHER, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the Charlottesville Redevelopment and Housing Authority is authorized to create the following LLCs, to enable the CRHA to secure Virginia Housing funding for an affordable housing redevelopment

project at South Sixth Street (Phase One):

SOUTH SIXTH PHASE ONE, LLC (or similar name)

SOUTH SIXTH PHASE ONE MANAGEMENT, LLC (or similar name)

FURTHER, BE IT RESOLVED that the Council of the City of Charlottesville, Virginia, does not ratify the creation of CRHA ASSET MANAGEMENT, LLC, already created by the Charlottesville Redevelopment and Housing Authority, for affordable housing redevelopment.

Approved by Council
September 20, 2021

Kyna Thomas, CMC
Clerk of Council

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	September 20, 2021
Action Required:	First Reading of Resolution to Appropriate Funds
Presenter:	Chip Boyles, City Manager
Staff Contacts:	Chip Boyles, City Manager
Title:	Proposed Charitable Donation to Support Community Civilian Policing

Background and Discussion:

On September 8, 2021 Brothers United to Cease the Killing (BUCK) Squad, submitted a request to the City for support to their efforts to reduce the cycle of gun related crimes by implementing a community policing program that will provide assistance of crisis management in “conflict mediation, mentorship, and economic development” through proactive civilian patrols within predominately black communities with low-income households, in high crime areas.

On February 16, 2021 Council made a \$20,480.00 donation to “Guns Down, Inc.”, a charitable corporation that holds IRS 401(c)(3) tax exempt status. At that time the BUCK Squad had not yet fully organized as a charitable organization within the Commonwealth of Virginia. The materials submitted by the BUCK Squad for the current request document that they now have an organizational status. Staff believes that the attached documentation demonstrates that the BUCK Squad is eligible to receive funding directly from City Council pursuant to Va. Code 15.2-953(A), because it appears to be a charitable institution providing services to residents of the City of Charlottesville.

The BUCK Squad is registered with the US IRS with a federal EIN registration number and registered with the Virginia State Corporation Commission as of April 15, 2021 including the Virginia Department of Agriculture and Consumer Services for solicitation of funds to Five or Fewer Contiguous Cities and Counties.

Alignment with City Council’s Vision and Strategic Plan:

The services and projects proposed to be funded contributes to Goal 1 of the Strategic Plan, to be an inclusive community of self-sufficient residents through intentionally addressing issues of race of equity; Goal 2 to be a healthy and safe City through reducing adverse impact from sudden injury and illness; meeting safety needs of victims and reducing the risk of re-occurrence / re-victimization; improving community health and safety outcomes by connecting residents with effective resources; and reducing the occurrence of crime, traffic violations and accidents in the community; and Goal 5 to be a well-managed and responsive organization through fostering effective community

engagement.

Community Engagement:

The BUCK Squad has unofficially been operating in the Charlottesville Community since late 2020 and adopted its official bylaws on April 15, 2021. Numerous news articles and community discussions have occurred bringing public engagement to The BUCK Squad. This funding consideration is being conducted during a public meeting of Council open to public input.

Budgetary Impact:

Should City Council vote to make this a charitable donation, the donation will come from the funds which have been appropriated to Council's budget department line item for Strategic Initiatives. The current balance that is available in this fund is \$222,507.00

Recommendation:

Should City Council desire to make this a charitable donation, the recommendation is that the donation be made to The BUCK Squad.

Alternatives:

City Council may elect not to appropriate funding for these purposes at this time.

Attachments:

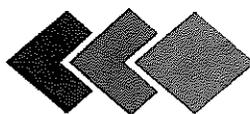
Resolution for the Appropriation of funds.

RESOLUTION
ALLOCATING CITY COUNCIL STRATEGIC INITIATIVES FUNDING TO SUPPORT
A “COMMUNITY CIVILIAN POLICING” PROGRAM PROVIDED TO
CITY RESIDENTS BY THE BUCK SQUAD, A CHARITABLE ORGANIZATION

BE IT RESOLVED by the City Council of the City of Charlottesville, Virginia, pursuant to authority set forth within Virginia Code §15.2-953, THAT a charitable donation is hereby approved to be made to The Brothers United to Cease the Killing (BUCK) Squad, a charitable institution or organization that provides services to residents of the City of Charlottesville, in the amount of **\$50,000.00**, said donation of funds to be used exclusively for and in support of the Community Civilian Policing” services to be provided by The BUCK Squad for residents of the City of Charlottesville to reduce the cycle of gun related crimes by implementing a program that will provide assistance of crisis management in conflict mediation, mentorship, and economic development through proactive civilian patrols within the City of Charlottesville.

BE IT FURTHER RESOLVED that the aforesaid amount shall be paid to The BUCK Squad from currently-appropriated funds in the City Council Strategic Initiatives account in the General Fund, in support of the local Community Civilian Policing Program, as follows:

\$ 50,000.00 Fund: 105 Cost Center: 10110010000



B.U.C.K. SQUAD
Brothers United to Cease the Killing

September 8, 2021

BOARD OF DIRECTORS

BOARD CHAIR
KIM HAYES

EXECUTIVE DIRECTOR
HERB DICKERSON

MEMBERS

REV. ALVIN EDWARDS

JAY TURNER

KEVIN McDONALD

KRISTEL TOWNSEND

MARILU THOMAS

DR. SHARON
BECKMAN-BRINDLEY

Charlottesville City Council
Charlottesville, VA

Dear Councilors:

The Buck Squad is requesting funding from the City of Charlottesville to support the City of Charlottesville in achieving its goals to reduce the cycle of gun related crimes by implementing a community policing program that will provide assistance of crisis management in "conflict meditation, mentorship, and economic development" through proactive civilian patrols within predominantly Black communities with low-income households, in high crime areas such as - South First Street Housing Project 900 Block of South First Street, Green stone on 5th Street (Prospect 700-722 Prospect Ave and West Haven Housing Project 800 block of Hardy Drive. Currently, we are focusing solely on the South First Street area.

Toward the end of 2020 we faced trying times across the nation and specifically in Charlottesville as gun violent killings sparked the serious and dangerous reality in which we face. A national health crisis, and economic downturn has led to extreme unemployment, and a spike in shootings and violent crimes throughout the City. During a five-week time period between Thanksgiving 2020 and the first week in 2021, there were four murders. In January 2021, the crime statistics, released on www.charlottesville.gov, displayed a spike of shooting related incidents in one week (1/4/2021 to 1/11/2021) of 4 shooting and 2 assaults reported. This was one week after the murder of Mr. Jamarcus Washington which sparked the birth of The B.U.C.K. SQUAD initiative. Our work has led to a dramatic decrease in 2021 in shooting incidents in the South First Street area.

The problems are further complicated with protests of police brutality and social injustice due to the deaths and mistreatment of black and brown people such as George Floyd, Eric Garner, Breonna Taylor, Jacob Blake and so many others at the hands of police across the nation. This has resulted in a lack of trust in law enforcement by the individuals they are sworn to protect.

Charlottesville Conditions of Eligibility Report Form

To submit a funding application, an organization must meet these criteria/answer these questions:

ORGANIZATION NAME: THE BUCK SQUAD

- 1. Is the organization organized, qualified, and recognized as nonprofit and tax-exempt as defined by the Internal Revenue Service under 26 U.S.C. 501(c)(3)? Yes No *APPLIED FOR*
If yes, please provide a copy of your IRS status letter *SEE FORM 1023 ATTACHED*
- 2. Does the organization provide services that directly benefit human beings? Yes No
- 3. Does the organization have a direct and substantial presence in the City of Charlottesville? Yes No
- 4. Is the organization incorporated as defined by the State Corporation Commission? Yes No
Date of agency incorporation: *** Please include a copy of Articles of Incorporation*
- 5. Is the organization registered completely with the Virginia Department of Agriculture and Consumer Services, Division of Consumer Affairs, Charitable Solicitation Section? Yes No
- 6. Is the organization directed by a volunteer Board of Directors that meets at least quarterly? Yes No
- 7. a. If the organization's annual budget is over \$200,000, is the organization audited by an independent certified public accountant each year? Yes No *IF REQUIRED, YES*
b. If the organization's annual budget is under \$200,000, is the organization audited by an independent certified public accountant at least every three years? Yes No
- 8. Did this organization request funding for this specific program during the budget cycle? Yes No

Herbert M. Dickerson

Signature of Chief Professional Officer

HERBERT DICKERSON

9/8/2021

Date

Off Budget Funding Request City of Charlottesville

Organization Name: THE BUCKSQUAD (TBS)

Chief Professional Officer: HERBERT DICKERSON

Address: P.O. BOX 2616 CHARLOTTESVILLE, VA 22902

Telephone: 434-242-2851

E-mail: BUCKSQUAD911@gmail.com

Amount Requested: \$50,000

BUT WOULD CERTAINLY APPRECIATE MORE

Briefly describe the program for which funding is requested (25 words or less).

TO REDUCE GUN VIOLENCE IN CHARLOTTESVILLE

Briefly state the organization's mission.

TO REDUCE GUN VIOLENCE IN OUR NEIGHBORHOODS

Why is this funding needed outside of the City's normal funding cycle?

NEW ORGANIZATION

Signatures:

Herbert W. Dickerson
Executive Director

Kimberly Hayes
Board Chair

Date Submitted: 9/8/2021

Program Narrative to be completed by all programs requesting operational funding.

- 1. Need:** Indicate which Council Vision Area(s) and goal(s) in the City's Strategic Plan (www.charlottesville.org/strategicplan) the program addresses. Describe the local needs the program addresses. Who are the beneficiaries (include number served and relevant demographic information) GUN VIOLENCE SPIKED IN LATE 2020 WHICH INCLUDED 4 MURDERS IN CHARLOTTESVILLE. TBS WAS FORMED TO HELP INTERVIEW BEFORE GUNFIRE BEGAN. ALL MEMBERS RESIDENTS OF CHARLOTTESVILLE WILL BENEFIT FROM REDUCED GUN VIOLENCE.
- 2. Strategies:** Explain what strategies the program uses to effectively address the identified needs. RECEIVE CALLS FROM EMERGENCY HOT LINE & CANVAS NEIGHBORHOODS TO IDENTIFY POTENTIAL ISSUES. MEET & COUNSEL POTENTIAL OFFENDERS TO SOLVE CONFLICT WITHOUT GUNS.
- 3. Evaluation:** What specific outcomes are expected as a result of the requested funding? Describe how the program is evaluated. REDUCE GUN VIOLENCE. RESULTS ARE MADE AFTER EACH INTERVENTION

Activities and Outcomes Plan and Report

<p>1. Strategic Plan Alignment (www.charlottesville.org/strategicplan)</p>	<p><u>Indicate which Council Vision Area(s) and goal(s) of the City's Strategic Plan the program addresses</u></p> <p>CVA: ENHANCE THE SOCIAL FABRIC GOALS: HEALTHY ; SAFE CITY</p>
<p>2. The indicators this project addresses are...</p>	<p><u>Provide at least two meaningful indicators that this project will address.</u></p> <p>① MAKE CITY SAFER BY REDUCING GUN VIOLENCE ② PROMOTE COMMUNITY SAFETY</p>
<p>3. The goal of this project is to produce/provide... (products or services, output)</p>	<p><u>Describe what you provide, to whom, how many, and time frame</u></p> <p>TEAMS PROVIDE CANVASING ; VIOLENCE INTERUPTION IN NEIGHBORHOODS OF INNSB CITY, ON CALL 24/7 WITH A MIN. OF 2 TEAM MEMBERS AVAILABLE</p>
<p>4. To accomplish...</p>	<p><u>Explain what you expect accomplish</u></p> <p>REDUCE COMMUNITY STRIFE ; GUN VIOLENCE</p>
<p>5. So that participants/beneficiaries can...</p>	<p><u>Describe what changes you expect</u></p> <p>SAFER NEIGHBORHOODS ; REDUCE VIOLENT CRIME</p>
<p>6. Resulting ultimately in...</p>	<p><u>Describe projected FY 18 outcomes with numbers and percentages, as well as methods of measurement</u></p> <p>NEW ORGANIZATION JUST FORMED IN JANUARY 2021</p>
<p>7. Current outcomes</p>	<p><u>Provide FY 16 or FY 17 actual results</u></p> <p>REDUCED GUN VIOLENCE IN SOUTH FIRST STREET AREA SIGNIFICANTLY IN 2021</p>

The BUCK Squad
Profit & Loss Budget Overview

Accrual Basis

March through December 2021

	Mar 21	Apr 21	May 21	Jun 21	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	TOTAL Mar - Dec 21
Ordinary Income/Expense											
Income											
Direct Public Support											
Indirect Business Contributions	33,333.33	33,333.33	33,333.33	33,333.33	33,333.33	33,333.33	33,333.33	33,333.33	33,333.33	33,333.33	333,333.30
Total Direct Public Support	33,333.33	33,333.33	33,333.33	33,333.33	33,333.33	33,333.33	33,333.33	33,333.33	33,333.33	33,333.33	333,333.30
Indirect Public Support											
United Way, CFC Contributions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Indirect Public Support	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Income	33,333.33	33,333.33	33,333.33	33,333.33	33,333.33	33,333.33	33,333.33	33,333.33	33,333.33	33,333.33	333,333.30
Expense											
Bank Service Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Business Expenses											
Business Registration Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Business Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Clothing Merchandise	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract Services	833.00	833.00	833.00	833.00	833.00	833.00	833.00	833.00	833.00	833.00	8,240.30
Facilities and Equipment											
Rent, Parking, Utilities	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	20,000.00
Total Facilities and Equipment	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	20,000.00
Office Supplies											
Operations	115.00	115.00	115.00	115.00	115.00	115.00	115.00	115.00	115.00	115.00	1,150.00
Postage, Mailing Service	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,000.00
Printing and Copying	217.00	217.00	217.00	217.00	217.00	217.00	217.00	217.00	217.00	217.00	2,170.00
Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Telephone, Telecommunications	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	3,750.00
Total Operations	792.00	792.00	792.00	792.00	792.00	792.00	792.00	792.00	792.00	792.00	7,920.00
Other Types of Expenses											
Insurance - Liability, D and O	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00
Total Other Types of Expenses	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00
Payroll Expenses											
Payroll Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FICA/Medicaid Expense	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	37,500.00
FUTA Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Salary/Wages	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	250,000.00
Payroll Expenses - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Payroll Expenses	28,750.00	28,750.00	28,750.00	28,750.00	28,750.00	28,750.00	28,750.00	28,750.00	28,750.00	28,750.00	287,500.00
Special Events	475.00	475.00	475.00	475.00	475.00	475.00	475.00	475.00	475.00	475.00	4,750.00
Vehicle Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Website Design/Maintenance	400.00	373.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	773.00
Total Expense	38,365.00	33,338.00	32,965.00	32,965.00	32,965.00	32,965.00	32,965.00	32,965.00	32,965.00	32,875.30	333,333.30
Net Ordinary Income	-3,031.67	-4.67	368.33	368.33	368.33	368.33	368.33	368.33	368.33	458.03	0.00
Net Income	-3,031.67	-4.67	368.33	368.33	368.33	368.33	368.33	368.33	368.33	458.03	0.00

11:47 AM
 08/19/21
 Cash Basis

The BUCK Squad
Profit & Loss Budget vs. Actual
 January 1 through August 15, 2021

	Jan 1 - Aug 15, 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Direct Public Support				
Individ, Business Contributions	67,454.62	183,333.32	-115,878.70	36.8%
Total Direct Public Support	67,454.62	183,333.32	-115,878.70	36.8%
Total Income	67,454.62	183,333.32	-115,878.70	36.8%
Expense				
Bank Service Charges	97.84	0.00	97.84	100.0%
Business Expenses				
Business Registration Fees	815.00	0.00	815.00	100.0%
Total Business Expenses	815.00	0.00	815.00	100.0%
Contract Services	10,675.32	4,581.50	6,093.82	233.0%
Facilities and Equipment				
Rent, Parking, Utilities	0.00	11,000.00	-11,000.00	0.0%
Total Facilities and Equipment	0.00	11,000.00	-11,000.00	0.0%
Office Supplies	515.03	632.50	-117.47	81.4%
Operations				
Postage, Mailing Service	328.60	1,100.00	-771.40	29.9%
Printing and Copying	0.00	1,193.50	-1,193.50	0.0%
Supplies	44.97	0.00	44.97	100.0%
Telephone, Telecommunicati...	1,603.76	2,062.50	-458.74	77.8%
Total Operations	1,977.33	4,356.00	-2,378.67	45.4%
Other Types of Expenses				
Insurance - Liability, D and O	2,638.08	3,000.00	-361.92	87.9%
Total Other Types of Expenses	2,638.08	3,000.00	-361.92	87.9%
PayPal Fees	728.04	0.00	728.04	100.0%
Payroll Expenses				
FICA/Medicare Expense	3,282.91	20,625.00	-17,342.09	15.9%
FUTA Expense	235.23	0.00	235.23	100.0%
Salary/Wages	42,913.35	137,500.00	-94,586.65	31.2%
Payroll Expenses - Other	1,033.64	0.00	1,033.64	100.0%
Total Payroll Expenses	47,465.13	158,125.00	-110,659.87	30.0%
Special Events	2,598.59	2,612.50	-13.91	99.5%
Vehicle Expense	-360.05	0.00	-360.05	100.0%
Website Design/Maintenance	1,211.15	773.00	438.15	156.7%
Total Expense	68,361.46	185,080.50	-116,719.04	36.9%
Net Ordinary Income	-906.84	-1,747.18	840.34	51.9%
Net Income	-906.84	-1,747.18	840.34	51.9%

The BUCK Squad

Organizational Chart

Kim Hayes
Board Chair

Alvin Edwards
Board Member

Kristal Townsend
Board Member

Jay Turner
Board Member

Kevin McDonald
Board Member

Marilu Thomas
Board Member

Sharon Beckman-Brindley
Board Member

Herb Dickerson
Executive Director

Bryan Page
Associate Exec. Director

Dean Smith
Field General

DeShon Langston
Squad Member

Shelly Jackson
Squad Member

LaTasha Gardner
Squad Member

Shone Parker
Squad Member

Darnee Taylor
Squad Member

Roland Johnson
Squad Member

Deirdre Gilmore
Squad Member

Shawn Harris
Squad Member

Rodney Smith
Squad Member

Keno King
Squad Member

Ronnie Brown
Squad Member



B.U.C.K. Squad

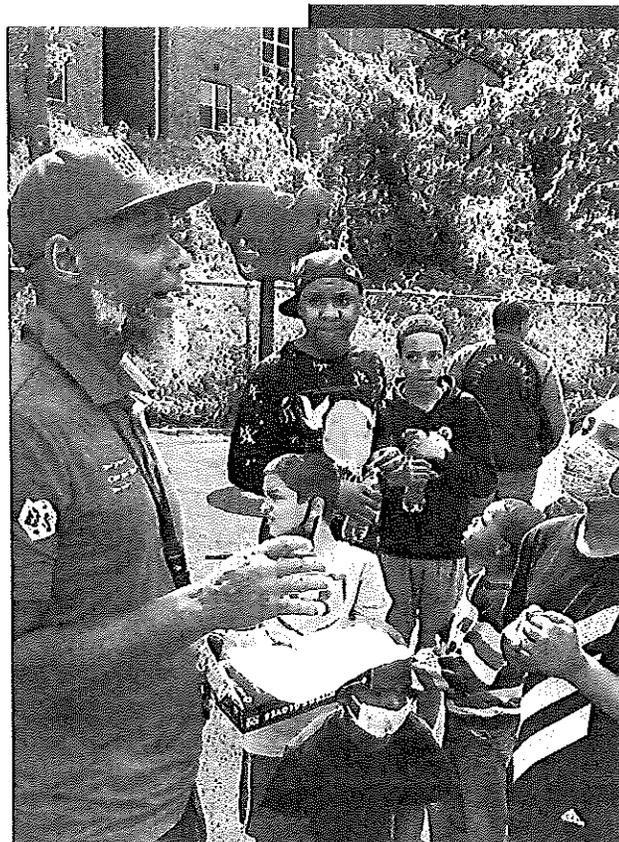
Brothers United to Cease the Killing



B.U.C.K. SQUAD
BROTHERS UNITED TO CEASE THE KILLING

Executive Summary RUNDOWN

The B.U.C.K. Squad provides an immediate response to the critical needs of reducing gun violence in Charlottesville to keep our city safe for everyone. B.U.C.K. Squad is currently the only gun violence prevention/de-escalation program of its kind in the city addressing conflict through violence interruption.



Overview

We aim to reduce gun violence through conflict resolution and de-escalation that will evolve from the investment into the community through development and outreach. Using a hands on approach to disarm conflict and diffuse situations with tools known to be successful in other communities wrought with high rates of gun violence.

We directly impact our overall community by the decrease in the number of gunshots and lives saved. In six months, we de-escalated 49 conflicts. We want to preserve the safety of our community at large knowing that if we can make a difference it has long term positive effects overall.

Challenges

Charlottesville has been part of a national trend upwards in gun violence since 2019.

There has been an increase in the number of gun shots in our community that reached a fever pitch resulting in the death of community members that inspired a necessary change to put a stop to this sweeping crisis of gun violence.

Community relations with law enforcement has previously presented a challenge in the high-risk areas now identified as "zones" by the B.U.C.K. Squad, but while the work is needed, resources for the B.S. is severely underfunded to deliver similar services to these communities that deal with trust issues with law enforcement to arrive at a similar result.

Who We Are

Our mission is to reduce the cycle of gun related crime and homicides through education and economic empowerment by restoring a sense of commitment, community and personal development. We use mediation, mobilization and motivation as a means to carry out our mission.

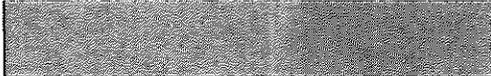
We are known to the community as violence interruptors, using our experience and credibility to connect with the highest risk individuals and intervene in potentially deadly conflict.

Well known ex-offenders answered the call to address the uptick in violence, independent of law enforcement to preserve community trust in high-risk areas where they were previously known to protect or patrol unofficially. While the idea of using ex-offenders to stop violence may seem unorthodox, the violence interruptor concept has shown proven results in reducing violent crimes in the areas where such programming is implemented.

Engagement is key to our visibility in the community to gain the trust and respect of our neighbors who trust us with managing the well-being of our community.

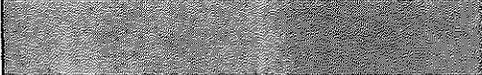
www.bucksquad911.org

WHO WE SERVE



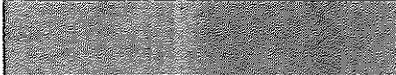
We serve at-risk communities who are consistently underserved. High-risk communities tend to suffer from the most violent crimes and benefit the least from necessary resources to prevent these same crimes from happening. We look at the cause of violence through a scientific and mental health lens to gauge how to treat each case. The B.U.C.K. Squad has identified high-risk areas by zones to properly identify a distress call or violent situation needing attention. These are also areas that are routinely patrolled by the B.U.C.K. Squad to make their presence known. Our zones cover South First Street, Prospect Avenue, Westhaven Community and Friendship Court all deemed as "high-risk."

EXPECTED BENEFITS



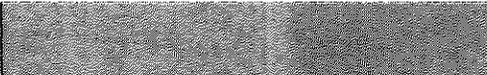
Based on our brief six-month experience doing this work and some research, we've found that prevention can reduce the likelihood that any firearms will enter the community, criminal activity or family conflicts. This logic forms our strategy on hosting community events that focus on youth and families interacting in positive ways to show the benefits of unity and preventative measures to combat this escalating problem of gun violence.

ORGANIZATIONAL TEAM



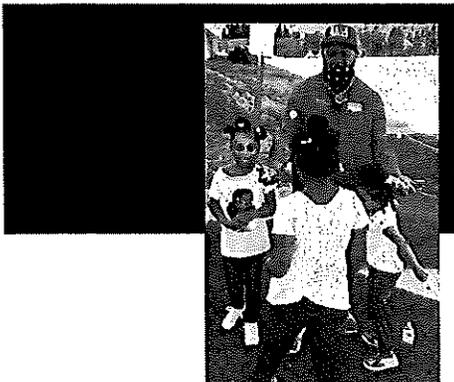
Organizational Lead: Herb Dickerson - Executive Director
Organizational Lead: Dean Smith - Field General
Organizational Lead: Bryan Page - Operations Manager

FUND REQUIREMENT



Expenses - \$10,000 | Operations - \$2,500 | Insurance/Liabilities - \$2,700 | Payroll - \$35,000
TOTAL - \$50,200*

*This total is our basic operations budget so far, and does not reflect our greater need that would fund a more sustainable program with planning into the future. We can provide a line-item budget per your request.



THE SUCCESS OF OUR PROGRAM DEPENDS ON SUPPORT FROM SPONSORSHIP

As the need for our work increases, please consider assisting us in our quest to grow our program so we may fund the personnel to staff this effort and effectively manage community crises that involve gun violence. With significant support from the city, we can effectively rally for greater community support.

The BUCK Squad

Clarifying information for City Council

After many meetings with members of City Council, areas of concern or confusion have come to light and we would like the opportunity to clarify these misunderstandings. The BUCK Squad (TBS) would request that if you have any further questions that you do not hesitate to reach out to Herb Dickerson (herb.locust@gmail.com 434-284-8288), Tommy Everett (jteiii13@gmail.com 434-996-5334) or Kim Hayes (thekimhayes@gmail.com 301-806-0203) so that we may can further promote understanding of what we are doing in the community.

1. **There seems to be a substantial misunderstanding about what TBS does. Below are three examples of calls/interventions that have been addressed by TBS. Additionally, TBS does periodic canvassing of the South First Street area to let the community know that they are present and take their mission of reducing gun violence in Charlottesville seriously. The Squad has a series of goals, first to reduce/end gun violence in a targeted area where gun violence is currently prevalent. Second is to expand TBS' influence and safety net to the entirety of the Charlottesville community, growing into each hot spot as TBS gains traction and influence. And third as immediacy of violence declines to help our community, put an end to the underlying causes that lead to gun violence.**

Work flow

HOTLINE -> INVESTIGATION -> DISPATCH -> INTERVENTION -> FOLLOW-UPS

The goal of TBS is to reduce/end gun violence in our community. Our current objective is to intercede with as many possible situations before they reach a point of gun violence. When a call is received, the TBS team strategizes as to the best way to intercede based on the information that we receive through the hotline, the team's knowledge of the people involved, the recent history that has been observed as well as cross referencing information that we may receive from other sources. We always do a basic risk assessment and when it is decided if the squad should become involved (as well as who should be involved), we send at least two members to engage in a consultation or intervention. We take the safety and security of our squad members and our community members very seriously.

Below you will find three scenarios of situations that TBS has handled. We recognize that we are NOT law enforcement. However, many in our community lack trust in law enforcement and are more comfortable dealing with TBS. Our community trusts and believes in the work that we are doing to reduce gun violence in our neighborhoods. Gun violence has increased across the nation to epidemic proportions and Charlottesville has not been spared. While traditional policing has its place, TBS can engage in situations before they escalate to the need for police involvement, preventing gun violence and loss of life in our community.

SCENARIO 1

We received a phone call through the hotline from multiple people (including the individual involved). The gentleman had barricaded himself in a hotel room and was threatening harm to himself and others. Upon learning police were responding to the crisis, we disengaged from the situation so as not to interfere with the officers. TBS continued to receive calls from the community via the hotline requesting TBS presence. When the man who had barricaded himself in his room reached out our field general, we reassessed and advised a team member to continue to talk to the man, trying to deescalate the situation and encouraging him to surrender himself in a peaceful manner.

Eventually, we were able to engage with the individual's mother, who was at the scene. She assisted us in gaining access to her son. Once we engaged with him, we were able to talk him down and bring him out safely.

Result:

After being released from incarceration, the gentlemen contacted our organization again for help and resources. We were able to provide him with the tools and resources that he requested. He is currently being mentored by Herb Dickerson, our Executive Director.

SCENARIO 2

The field general received a phone call that a young lady was missing and could TBS help find her. Numerous calls were received from community members about the missing young lady. After evaluation of the situation, we decided to assist in locating her. Her Facebook picture was shared with all the members of TBS and we tried to ascertain her last known communication. We contacted mutual friends of hers through Facebook to gather information on places that she frequents. Then the team divided up responsibilities and forged out to try to find her.

A few of the team members knew her parents, so they were in constant contact with them. The field general had received a phone call saying that a young lady fitting her description had been seen with her uncle. The team was dispatched to that location and eventually she was found by TBS.

Seven team members were present upon making contact with the young lady. Three of the team members were speaking with the young lady inside while the others remained outside to provide safety for the young lady.

The young lady was at first hesitant to speak with us. We ensured her that her safety was our main concern and anything that she wished to share with us was confidential (unless it was to bring harm to herself or others). She explained that she ran away from home, because she felt unloved and disrespected by the current person that her mother was dating. She gave us

examples of why she felt that way and she just needed time to regroup. We asked her questions and the main one was, how we could help her? We explained to her that our main goal is to prevent gun violence before it escalates; however, we help in situations like hers too. We have resources that we are able to connect her with. She stated that she did not want to go home. We asked if she could at least call her mother to let her know that she was safe, which she agreed. Her uncle said that she could stay with him until things were resolved.

Result:

Subsequently, we discovered that she had mental health issues. We linked her with CAVA (Counsel Alliance of VA) and Gene Cash. He referred her to an in-house mental health facility treatment program. Upon release, she now resides with her aunt in the Tidewater area. Currently, the field general, Dean Smith, is in contact with her mother for periodic follow-up on how she and her family are doing in the aftermath of the unsettling event.

SCENARIO 3

After a recent shooting that occurred at Friendship Court, we received multiple requests from residents to come to Friendship Court to provide assistance. The field general had a meeting with the team and decided to venture out of our normal zone (South First Street). While we were handing out business cards and canvassing the area, some of the residents gave us information about the location of the shooting. As we approached the location, we could see the broken glass, the bullet holes in cars, and one of the apartments had a hole in the window. We knocked on the door to make sure the resident was well, considering the damage to her home. Once we introduced ourselves to her and explained to her who we were (she recognized the name), she asked if we could come in and see the damage. We could see that she was visibly distraught. Upon looking at the damage, we asked her how she was doing in the aftermath of the shooting. She explained in depth on how bad it had gotten and that she is not able to allow her children to go out and play.

We spoke for a few minutes more, offered her some counseling resources and left our business card. We then continued our canvassing. Three days later, we got a call on the hotline from a different young lady, requesting we come to the park to have our presence there to enable the children to go to the park and play. We assembled a team the next day, set up a 3-hour window which allowed the children to play safely in the park.

Result:

The following week, TBS held a community event filled with free haircuts, a pizza party, games, prizes, and the rescue squad. Due to limited funding and manpower, we are not able to venture out to all the zones that need our attention. We try to visit when we have the resources and enough team members available. Our goal is to eventually be able to provide the services and resources to other zones.

In all of these instances, TBS has helped to reduce violence and harm to our community through our relationships. Being from the communities hardest hit by recent gun violence, we are using those relationships to stop the escalation of violence, to ease worried parents and to help provide healing to those who have suffered. Our presence allows moments of peace so children can go outside and get exercise and sunshine. Our relationships with the community give us a network to draw upon to help find missing teens and intercede when someone has gotten in over their head and don't know how to step back. These are only a few examples in the last 8.5 months of our work.

2. What is typical call volume and actions taken by TBS? TBS has provided data from two random weeks.

THE B.U.C.K SQUAD DATA FOR WEEKS ENDING 5-7-21 AND 7-9-21

Introduction:

The hotline was established to provide a safe way for concerned citizens to bring awareness to situations that they feel are potentially dangerous in their communities. Calls are kept private and confidential.

The type of calls that TBS receives on a day-to-day basis, range from domestic violence, threats, altercations, adolescent interventions, substance abuse concerns, and our focus which is reduction of gun violence.

The following data will show the calls that TBS received in one week within two different timeframes.

FOR THE WEEK ENDING OF 5-7-21

- Answered 63 calls.
- 9 calls were general questions about what TBS does or potential to work for TBS.
- 32 calls were threats on an individual not involving a gun.
- 11 were potential gun violence situations.
- 6 were hang-ups.
- 5 were false alarms, like fireworks instead of a gunshot.

A total of 29 calls were dispatched to the team members for week ending 5-7-21 to provide de-escalation tactics and resources.

FOR THE WEEK ENDING 7-9-21

- Answered 136 calls.
- 51 calls were threats on an individual not involving a gun.
- 15 calls were domestic violence
- 22 calls were accolades.
- 17 calls were potential gun violence.
- 6 calls were for teenage/parental guidance assistance and resources.

- 3 calls were false alarms, like fireworks instead of a gunshot.
- 4 hang-ups.
- 18 calls were general questions about what TBS does or potential to work for TBS.

A total of 74 calls were dispatched to team members for the week ending 7-9-21 to provide de-escalation tactics and resources.

3. What do the citizens in the area that TBS services think of TBS? Below is a survey conducted by TBS. Citizens of South First Street were surveyed with approximately 80% of the residents agreeing to participate.

	FEBRUARY	MAY	JULY
HAVE YOU HEARD OF THE B.U.C.K SQUAD?	12%Yes 85% No	77% Yes 15% No	93%Yes 3% No
DO YOU FEEL SAFER WITH OUR PRESENCE?	82%No 9% N/A	88%Yes 7%N/A	95%Yes 2% N/A

As the BUCK Squad has become more visible and present in the community, our recognition has increased as has an increased feeling of safety in the community. Additional comments given by residents is that they feel safer having their children play outside, they are more familiar with resources and more likely to utilize resources that will lead to improving overall quality of life.

4. Please explain how TBS operates financially.

There seems to have been a substantial misunderstanding about how much funding that TBS is seeking from the City. In February, after the training with Interrupt the Violence (ITV), Pertelle Gilmore and Sean Pryor presented proposals to members of Council in attendance as to how TBS would operate, including 3 budgets, a blue-sky budget, a middle of the road budget and a bare bones budget. Each of these budgets were future thinking and assumed TBS had reached normalization.

The financial plan of TBS has always been a public/private partnership model and that may not have been communicated well to Council. TBS was asking the City for as much of the budget as they were comfortable funding at that point, not full funding. With the City onboard as a major

donor, the plan is to leverage that donation to secure private donations and matching grant opportunities.

The Board of Directors of TBS is a working board that consults daily with the Executive Director and other members of TBS. The Board assists in soliciting donations and grants to TBS, has helped set up the financial structure, made the necessary filings with governmental agencies and overall mission delivery. Additionally, Tommy Everett, a retired CPA that has lived and worked in Charlottesville for over 30 years is assisting the organization on a pro-bono basis to ensure compliance with all federal, state and local financial requirements.

On April 15, 2021, The Board of TBS decided to disassociate from Guns Down Inc. (GDI). TBS determined that it was more financially prudent to develop our anti-gun violence program without the aid of this fiscal agent. Since then, we have filed all necessary paperwork with the state (see attachment) and are waiting for final IRS approval as a tax-exempt entity. Since becoming an independent entity, the organization has raised over \$67,000, and can expect additional funding with a show of monetary support from the City. While TBS no longer has access to the records held by Guns Down Inc., roughly \$50,000 was raised locally while under the GDI umbrella.

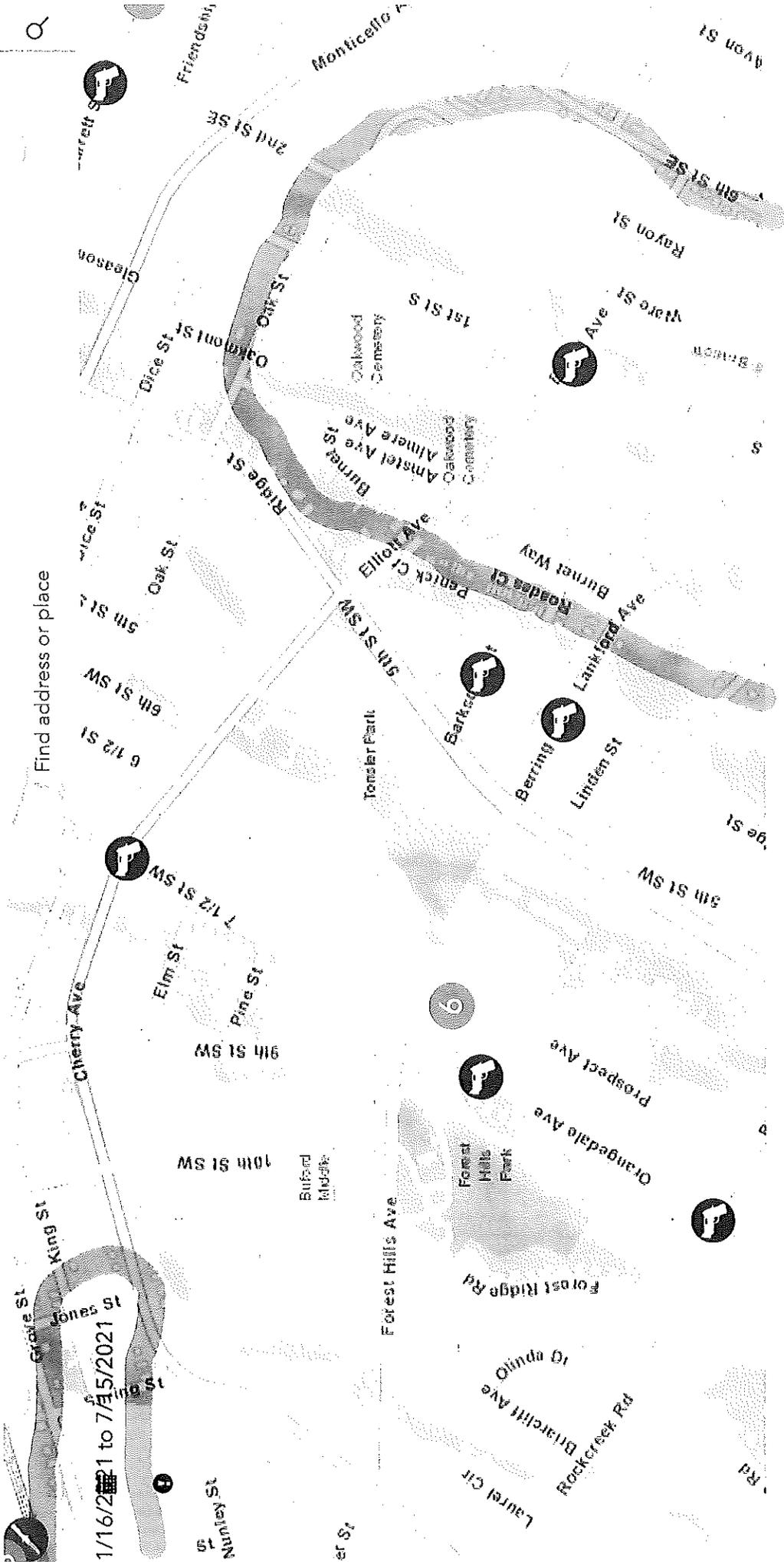
These fund raising efforts were not sufficient to pay TBS members as originally budgeted, so the organization pivoted and decided to pay the members on an on-call, hourly basis. This model has allowed our members to receive compensation for their time as many work multiple jobs and have family obligations. TBS does this work out of love of their community but none are wealthy and cannot give the time needed without compensation. The organization is currently operating under this payment model until enough funding can be secured to bring all the members on a full-time salary basis so calls for help don't go unanswered.

Of the funds that have been raised to date, a large amount has been donations under \$1,000. This speaks to the broad community support TBS has received. The organization has been cultivating several larger donors that are looking to the City to commit before making their donation. The off-cycle request is \$50,000. We have at least \$50,000 of additional funding from private donors pending that are looking to the City to commit before they donate and quite possibly more as new donors are approached. Currently the organization has a pledge of \$9,000 per quarter from a private donor, of which 3 quarters are (\$27,000) are future payments. The next installment should be made in late September. The organization also has approximately \$20,000 of donations being held at CAFC until final IRS approval as a tax-exempt entity has been received. As stated above, the organization has already received the tax-exempt approval from the Commonwealth of Virginia.

TBS believes that the data is clear that gun violence in the South First Street area has been reduced significantly since its inception. The City's own shots fired data supports this assertion (See Shots Fired) as there has only been one reported gunshot in that area in 2021 (and we believe that was firecrackers, not a real gunshot). The organization is aware that there are other

factors that also are contributing to that reduction, but firmly believes that it is an integral part of the reduction in gun violence that South First Street is experiencing.

TBS would like to have its off-cycle request re-evaluated and additionally would like to be included in the annual budget process of the City. Public safety is being reimagined across the country and Charlottesville has a chance to part of that with a group that has already proven in 8.5 months it can help our community grow and heal from this recent epidemic of gun violence. While TBS does not expect the City to be the sole supporter of this endeavor, our community safety is one of the City's responsibilities. As the last year has shown, "traditional" policing has not been able to be truly equal in our country. The neighborhoods with the most at-risk people are being victimized and do not trust the police. TBS can help those communities not have their children live in fear of going outside to play or going to sleep in case a bullet goes through a wall.



1/16/2021 to 7/5/2021

Find address or place



COMMONWEALTH of VIRGINIA

Jewel H. Bronaugh, Ph.D.
Commissioner

Department of Agriculture and Consumer Services

Division of Consumer Protection
Office of Charitable and Regulatory Programs

May 28, 2021

Mr. J. Thomas Everett, III
Treasurer
The BUCK Squad
PO Box 2616
Charlottesville, VA 22902

Dear Mr. Everett:

This confirms receipt of your completed Form 100-F, "Virginia Exemption Application - Solicitations Confined to Five or Fewer Contiguous Cities and Counties," under Section 57-60(b) of the Virginia Solicitation of Contributions Law (Law), and your filing fee in the amount of ten dollars (\$10).

We have reviewed your completed Form 100-F and accompanying materials and found your organization to be exempt from the registration requirements of Section 57-49 of the Law. However, your organization is subject to the other provisions of the Law. You must confine your solicitations to:

- o City of Charlottesville and Counties of Albemarle, Fluvanna, Nelson, and Greene.

This exemption shall remain in effect until such time as your filing status changes. In the event Section 57-60(b) is no longer applicable, please contact us immediately so we can assist you in expediting your compliance with the Law.

The issuance of this exemption from annual registration does not constitute an endorsement by the Commonwealth of Virginia, or by any of its departments, offices or employees, of the purpose or person conducting charitable solicitations.

Please make this letter a part of your permanent files. You will need it whenever your organization applies for grants, state sales tax exemption, and a bingo or raffle permit. If we can be of further assistance, please feel free to contact us at 804-786-1343, Option 1.

Sincerely,

A handwritten signature in black ink, appearing to read "Theresa Edwards".

Theresa Edwards
Compliance Analyst

Date of this notice: 04-15-2021

Employer Identification Number:
86-3283259

Form: SS-4

Number of this notice: CP 575 A

BUCK SQUAD
PO BOX 2616
CHARLOTTESVLE, VA 22902

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 86-3283259. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	07/31/2021
Form 940	01/31/2022

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, April 15, 2021

This is to certify that the certificate of incorporation of

The BUCK Squad

was this day issued and admitted to record in this office and that the said corporation is authorized to transact its business subject to all Virginia laws applicable to the corporation and its business.

Effective date: April 15, 2021



STATE CORPORATION COMMISSION

Attest:

A handwritten signature in cursive script, appearing to read "Bernard J. [unclear]".

Clerk of the Commission

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

AT RICHMOND, APRIL 15, 2021

The State Corporation Commission has found the accompanying articles of incorporation submitted on behalf of

The BUCK Squad

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF INCORPORATION

be issued and admitted to record with the articles of incorporation in the Office of the Clerk of the Commission, effective April 15, 2021.

The corporation is granted the authority conferred on it by law in accordance with the articles of incorporation, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By

A handwritten signature in black ink, appearing to read "Angela Navarro", with a long horizontal flourish extending to the right.

Angela L. Navarro
Commissioner

The BUCK Squad
A Virginia Non-profit Corporation

BYLAWS

ARTICLE I
NAME

1.01 Name

The name of this corporation shall be The BUCK Squad. The business of the corporation may be conducted as The BUCK Squad.

ARTICLE II
PURPOSES AND POWERS

2.01 Purpose

The BUCK Squad is a non-profit corporation and shall be operated exclusively for educational and charitable purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code of 1986, or the corresponding section of any future Federal tax code.

Our mission is to reduce the cycle of gun related crimes through education and economic empowerment by restoring a sense of commitment to community and personal development.

2.02 Powers

The corporation shall have the power, directly or indirectly, alone or in conjunction or cooperation with others, to do any and all lawful acts which may be necessary or convenient to affect the charitable purposes, for which the corporation is organized, and to aid or assist other organizations or persons whose activities further accomplish, foster, or attain such purposes. The powers of the corporation may include, but not be limited to, the acceptance of contributions from the public and private sectors, whether financial or in-kind contributions.

2.03 Nonprofit Status and Exempt Activities Limitation.

(a) Nonprofit Legal Status. The BUCK Squad is a Virginia non-profit public benefit corporation, recognized as tax exempt under Section 501(c)(3) of the United States Internal Revenue Code.

(b) Exempt Activities Limitation. Notwithstanding any other provision of these Bylaws, no director, officer, employee, member, or representative of this corporation shall take any action or carry on any activity by or on behalf of the corporation not permitted to be taken or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code as it now exists or may be amended, or by any organization contributions to which are deductible under Section 170(c)(2) of such Code and Regulations as it now exists or may be amended. No part of the net

earnings of the corporation shall inure to the benefit or be distributable to any director, officer, member, or other private person, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Articles of Incorporation and these Bylaws.

(c) Distribution Upon Dissolution. Upon termination or dissolution of The BUCK Squad, any assets lawfully available for distribution shall be distributed to one (1) or more qualifying organizations described in Section 501(c)(3) of the 1986 Internal Revenue Code (or described in any corresponding provision of any successor statute) which organization or organizations have a charitable purpose which, at least generally, includes a purpose similar to the terminating or dissolving corporation.

The organization to receive the assets of The BUCK Squad hereunder shall be selected in the discretion of a majority of the managing body of the corporation, and if its members cannot so agree, then the recipient organization shall be selected pursuant to a verified petition in equity filed in a court of proper jurisdiction against The BUCK Squad, by one (1) or more of its managing body which verified petition shall contain such statements as reasonably indicate the applicability of this section. The court upon a finding that this section is applicable shall select the qualifying organization or organizations to receive the assets to be distributed, giving preference if practicable to organizations located within the State of Virginia.

In the event that the court shall find that this section is applicable but that there is no qualifying organization known to it which has a charitable purpose, which, at least generally, includes a purpose similar to The BUCK Squad, then the court shall direct the distribution of its assets lawfully available for distribution to the Treasurer of the State of Virginia to be added to the general fund.

ARTICLE III **MEMBERSHIP**

3.01 No Membership Classes

The corporation shall have no members who have any right to vote or title or interest in or to the corporation, its properties and franchises.

3.02 Non-Voting Affiliates

The board of directors may approve classes of non-voting affiliates with rights, privileges, and obligations established by the board. Affiliates may be individuals, businesses, and other organizations that seek to support the mission of the corporation. The board, a designated committee of the board, or any duly elected officer in accordance with board policy, shall have authority to admit any individual or organization as an affiliate, to recognize representatives of affiliates, and to make determinations as to affiliates' rights, privileges, and obligations. At no time shall affiliate information be shared with or sold to other organizations or groups without the affiliate's consent. At the discretion of the board of directors, affiliates may be given endorsement,

recognition and media coverage at fundraising activities, clinics, other events or at the corporation website. Affiliates have no voting rights, and are not members of the corporation.

3.03 Dues

Any dues for affiliates shall be determined by the board of directors.

ARTICLE IV **BOARD OF DIRECTORS**

4.01 Number of Directors

The BUCK Squad shall have a board of directors consisting of at least 4 and no more than 15 directors. Within these limits, the board may increase or decrease the number of directors serving on the board, including for the purpose of staggering the terms of directors.

4.02 Powers

All corporate powers shall be exercised by or under the authority of the board and the affairs of The BUCK Squad shall be managed under the direction of the board, except as otherwise provided by law.

4.03 Terms

- (a) All directors shall be elected to serve a two-year term, not to exceed 3 terms, however the term may be extended until a successor has been elected.
- (b) Director terms shall be staggered so that approximately half the number of directors will end their terms in any given year.
- (c) Directors may serve terms in succession.
- (d) The term of office shall be considered to begin January 1 and end December 31 of the second year in office, unless the term is extended until such time as a successor has been elected.

4.04 Qualifications and Election of Directors

In order to be eligible to serve as a director on the board of directors, the individual must be 18 years of age and an affiliate within affiliate classifications created by the board of directors. Directors may be elected at any board meeting by the majority vote of the existing board of directors. The election of directors to replace those who have fulfilled their term of office shall take place in January of each year.

4.05 Vacancies

The board of directors may fill vacancies due to the expiration of a director's term of office, resignation, death, or removal of a director or may appoint new directors to fill a previously

unfilled board position, subject to the maximum number of directors under these Bylaws.

(a) Unexpected Vacancies. Vacancies in the board of directors due to resignation, death, or removal shall be filled by the board for the balance of the term of the director being replaced.

4.06 Removal of Directors

A director may be removed by two-thirds ($\frac{2}{3}$) vote of the board of directors then in office, if:

(a) the director is absent and unexcused from two or more meetings of the board of directors in a twelve month period. The board president is empowered to excuse directors from attendance for a reason deemed adequate by the board president. The president shall not have the power to excuse him/herself from the board meeting attendance and in that case, the board vice president shall excuse the president. Or:

(b) for cause or no cause, if before any meeting of the board at which a vote on removal will be made the director in question is given electronic or written notification of the board's intention to discuss her/his case and is given the opportunity to be heard at a meeting of the board.

4.07 Board of Directors Meetings.

(a) Regular Meetings. The board of directors shall have a minimum of four (4) regular meetings each calendar year at times and places fixed by the board. Board meetings shall be held upon four (4) days notice by first-class mail, electronic mail, or facsimile transmission or forty-eight (48) hours notice delivered personally or by telephone. If sent by mail, facsimile transmission, or electronic mail, the notice shall be deemed to be delivered upon its deposit in the mail or transmission system. Notice of meetings shall specify the place, day, and hour of meeting. The purpose of the meeting need not be specified.

(b) Special Meetings. Special meetings of the board may be called by the president, vice president, secretary, treasurer, or any two (2) other directors of the board of directors. A special meeting must be preceded by at least 2 days notice to each director of the date, time, and place, but not the purpose, of the meeting.

(c) Waiver of Notice. Any director may waive notice of any meeting, in accordance with Virginia law.

4.08 Manner of Acting.

(a) Quorum. A majority of the directors in office immediately before a meeting shall constitute a quorum for the transaction of business at that meeting of the board. No business shall be considered by the board at any meeting at which a quorum is not present.

(b) Majority Vote. Except as otherwise required by law or by the articles of incorporation, the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

(C) Hung Board Decisions. On the occasion that directors of the board are unable to make a decision based on a tied number of votes, the president or treasurer in the order of presence shall have the power to swing the vote based on his/her discretion.

(d) Participation. Except as required otherwise by law, the Articles of Incorporation, or these Bylaws, directors may participate in a regular or special meeting through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting, including in person, internet video meeting or by telephonic conference call.

4.09 Compensation for Board Service

Directors shall receive no compensation for carrying out their duties as directors. The board may adopt policies providing for reasonable reimbursement of directors for expenses incurred in conjunction with carrying out board responsibilities, such as travel expenses to attend board meetings.

4.10 Compensation for Professional Services by Directors

Directors are not restricted from being remunerated for professional services provided to the corporation. Such remuneration shall be reasonable and fair to the corporation and must be reviewed and approved in accordance with the board Conflict of Interest policy and state law.

ARTICLE V **COMMITTEES**

5.01 Committees

The board of directors may, by the resolution adopted by a majority of the directors then in office, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the board. Any committee, to the extent provided in the resolution of the board, shall have all the authority of the board, except that no committee, regardless of board resolution, may:

- (a) take any final action on matters which also requires board members' approval or approval of a majority of all members;
- (b) fill vacancies on the board of directors of in any committee which has the authority of the board;
- (c) amend or repeal Bylaws or adopt new Bylaws;
- (d) amend or repeal any resolution of the board of directors which by its express terms is not so amendable or repealable;
- (e) appoint any other committees of the board of directors or the members of these committees;

- (f) expend corporate funds to support a nominee for director; or
- (g) approve any transaction;
- (i) to which the corporation is a party and one or more directors have a material financial interest; or
- (ii) between the corporation and one or more of its directors or between the corporation or any person in which one or more of its directors have a material financial interest.

5.2 Meetings and Action of Committees

Meetings and action of the committees shall be governed by and held and taken in accordance with, the provisions of Article IV of these Bylaws concerning meetings of the directors, with such changes in the context of those Bylaws as are necessary to substitute the committee and its members for the board of directors and its members, except that the time for regular meetings of committees may be determined either by resolution of the board of directors or by resolution of the committee. Special meetings of the committee may also be called by resolution of the board of directors. Notice of special meetings of committees shall also be given to any and all alternate members, who shall have the right to attend all meetings of the committee. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The board of directors may adopt rules for the governing of the committee not inconsistent with the provision of these Bylaws.

5.3 Informal Action By The Board of Directors

Any action required or permitted to be taken by the board of directors at a meeting may be taken without a meeting if consent in writing, setting forth the action so taken, shall be agreed by the consensus of a quorum. For purposes of this section an e-mail transmission from an e-mail address on record constitutes a valid writing. The intent of this provision is to allow the board of directors to use email to approve actions, as long as a quorum of board members gives consent.

ARTICLE VI

OFFICERS

6.01 Board Officers

The officers of the corporation shall be a board president, vice-president, secretary, and treasurer, all of whom shall be chosen by, and serve at the pleasure of, the board of directors. Each board officer shall have the authority and shall perform the duties set forth in these Bylaws or by resolution of the board or by direction of an officer authorized by the board to prescribe the duties and authority of other officers. The board may also appoint additional vice-presidents and such other officers as it deems expedient for the proper conduct of the business of the corporation, each of whom shall have such authority and shall perform such duties as the board of directors may determine. One person may hold two or more board offices, but no board officer may act in more than one capacity where action of two or more officers is required.

6.02 Term of Office

Each officer shall serve a one-year term of office and may not serve more than three (3) consecutive terms of office. Unless unanimously elected by the board at the end of his/her three (3) year terms or to fill a vacancy in an officer position, each board officer's term of office shall begin upon the adjournment of the board meeting at which elected and shall end upon the adjournment of the board meeting during which a successor is elected.

6.03 Removal and Resignation

The board of directors may remove an officer at any time, with or without cause. Any officer may resign at any time by giving written notice to the corporation without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party. Any resignation shall take effect at the date of the receipt of the notice or at any later time specified in the notice, unless otherwise specified in the notice. The acceptance of the resignation shall not be necessary to make it effective.

6.04 Board President

The board president shall be the chief volunteer officer of the corporation. The board president shall lead the board of directors in performing its duties and responsibilities, including, if present, presiding at all meetings of the board of directors, and shall perform all other duties incident to the office or properly required by the board of directors.

6.05 Vice President

In the absence or disability of the board president, the ranking vice-president or vice-president designated by the board of directors shall perform the duties of the board president. When so acting, the vice-president shall have all the powers of and be subject to all the restrictions upon the board president. The vice-president shall have such other powers and perform such other duties prescribed for them by the board of directors or the board president. The vice-president shall normally accede to the office of board president upon the completion of the board president's term of office.

6.06 Secretary

The secretary shall keep or cause to be kept a book of minutes of all meetings and actions of directors and committees of directors. The minutes of each meeting shall state the time and place that it was held and such other information as shall be necessary to determine the actions taken and whether the meeting was held in accordance with the law and these Bylaws. The secretary shall cause notice to be given of all meetings of directors and committees as required by the Bylaws. The secretary shall have such other powers and perform such other duties as may be prescribed by the board of directors or the board president. The secretary may appoint, with approval of the board, a director to assist in performance of all or part of the duties of the secretary.

6.07 Treasurer

The treasurer shall be the lead director for oversight of the financial condition and affairs of the corporation. The treasurer shall oversee and keep the board informed of the financial condition of the corporation and of audit or financial review results. In conjunction with other directors or officers, the treasurer shall oversee budget preparation and shall ensure that appropriate financial reports, including an account of major transactions and the financial condition of the corporation, are made available to the board of directors on a timely basis or as may be required by the board of directors. The treasurer shall perform all duties properly required by the board of directors or the board president. The treasurer may appoint, with approval of the board a qualified fiscal agent or member of the staff to assist in performance of all or part of the duties of the treasurer.

6.08 Non-Director Officers

The board of directors may designate additional officer positions of the corporation and may appoint and assign duties to other non-director officers of the corporation.

ARTICLE VII **CONTRACTS, CHECKS, LOANS,** **INDEMNIFICATION AND RELATED MATTERS**

7.01 Contracts and other Writings

Except as otherwise provided by resolution of the board or board policy, all contracts, deeds, leases, mortgages, grants, and other agreements of the corporation shall be executed on its behalf by the treasurer or other persons to whom the corporation has delegated authority to execute such documents in accordance with policies approved by the board.

7.02 Checks, Drafts

All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the board.

7.03 Deposits

All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depository as the board or a designated committee of the board may select.

7.04 Loans

No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the board. Such authority may be general or confined to specific instances.

7.05 Indemnification

(a) Mandatory Indemnification. The corporation shall indemnify a director or former director, who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she is or was a director of the corporation against reasonable expenses incurred by him or her in connection with the proceedings.

(b) Permissible Indemnification. The corporation shall indemnify a director or former director made a party to a proceeding because he or she is or was a director of the corporation, against liability incurred in the proceeding, if the determination to indemnify him or her has been made in the manner prescribed by the law and payment has been authorized in the manner prescribed by law.

(c) Advance for Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding, as authorized by the board of directors in the specific case, upon receipt of (I) a written affirmation from the director, officer, employee or agent of his or her good faith belief that he or she is entitled to indemnification as authorized in this article, and (II) an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the corporation in these Bylaws.

(d) Indemnification of Officers, Agents and Employees. An officer of the corporation who is not a director is entitled to mandatory indemnification under this article to the same extent as a director. The corporation may also indemnify and advance expenses to an employee or agent of the corporation who is not a director, consistent with [YOUR STATE] Law and public policy, provided that such indemnification, and the scope of such indemnification, is set forth by the general or specific action of the board or by contract.

ARTICLE VIII MISCELLANEOUS

8.01 Books and Records

The corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of all meetings of its board of directors, a record of all actions taken by board of directors without a meeting, and a record of all actions taken by committees of the board. In addition, the corporation shall keep a copy of the corporation's Articles of Incorporation and Bylaws as amended to date.

8.02 Fiscal Year

The fiscal year of the corporation shall be from January 1 to December 31 of each year.

8.03 Conflict of Interest

The board shall adopt and periodically review a conflict of interest policy to protect the corporation's interest when it is contemplating any transaction or arrangement which may benefit any director, officer, employee, affiliate, or member of a committee with board-delegated powers.

8.04 Nondiscrimination Policy

The officers, directors, committee members, employees, and persons served by this corporation shall be selected entirely on a nondiscriminatory basis with respect to age, sex, race, religion, national origin, and sexual orientation. It is the policy of [YOUR ORGANIZATION NAME] not to discriminate on the basis of race, creed, ancestry, marital status, gender, sexual orientation, age, physical disability, veteran's status, political service or affiliation, color, religion, or national origin.

8.05 Bylaw Amendment

These Bylaws may be amended, altered, repealed, or restated by a vote of the majority of the board of directors then in office at a meeting of the Board, provided, however,

- (a) that no amendment shall be made to these Bylaws which would cause the corporation to cease to qualify as an exempt corporation under Section 501 (c)(3) of the Internal Revenue Code of 1986, or the corresponding section of any future Federal tax code; and,
- (b) that an amendment does not affect the voting rights of directors. An amendment that does affect the voting rights of directors further requires ratification by a two-thirds ($\frac{2}{3}$) vote of a quorum of directors at a Board meeting.
- (c) that all amendments be consistent with the Articles of Incorporation.

ARTICLE IX

COUNTERTERRORISM AND DUE DILIGENCE POLICY

In furtherance of its exemption by contributions to other organizations, domestic or foreign, The BUCK Squad shall stipulate how the funds will be used and shall require the recipient to provide the corporation with detailed records and financial proof of how the funds were utilized.

Although adherence and compliance with the US Department of the Treasury's publication the "Voluntary Best Practice for US. Based Charities" is not mandatory, The BUCK Squad willfully and voluntarily recognizes and puts to practice these guidelines and suggestions to reduce, develop, re-evaluate and strengthen a risk-based approach to guard against the threat of diversion of

charitable funds or exploitation of charitable activity by terrorist organizations and their support networks.

The BUCK Squad shall also comply and put into practice the federal guidelines, suggestion, laws and limitation set forth by pre-existing U.S. legal requirements related to combating terrorist financing, which include, but are not limited to, various sanctions programs administered by the Office of Foreign Assets Control (OFAC) in regard to its foreign activities.

ARTICLE X **DOCUMENT RETENTION POLICY**

10.01 Purpose

The purpose of this document retention policy is establishing standards for document integrity, retention, and destruction and to promote the proper treatment of The BUCK Squad records.

10.02 Policy

Section 1. General Guidelines. Records should not be kept if they are no longer needed for the operation of the business or required by law. Unnecessary records should be eliminated from the files. The cost of maintaining records is an expense which can grow unreasonably if good housekeeping is not performed. A mass of records also makes it more difficult to find pertinent records.

From time to time, The BUCK Squad may establish retention or destruction policies or schedules for specific categories of records in order to ensure legal compliance, and also to accomplish other objectives, such as preserving intellectual property and cost management. Several categories of documents that warrant special consideration are identified below. While minimum retention periods are established, the retention of the documents identified below and of documents not included in the identified categories should be determined primarily by the application of the general guidelines affecting document retention, as well as the exception for litigation relevant documents and any other pertinent factors.

Section 2. Exception for Litigation Relevant Documents. The BUCK Squad expects all officers, directors, and employees to comply fully with any published records retention or destruction policies and schedules, provided that all officers, directors, and employees should note the following general exception to any stated destruction schedule: If you believe, or The BUCK Squad informs you, that corporate records are relevant to litigation, or potential litigation (i.e. a dispute that could result in litigation), then you must preserve those records until it is determined that the records are no longer needed. That exception supersedes any previously or subsequently established destruction schedule for those records.

Section 3. Minimum Retention Periods for Specific Categories

(a) Corporate Documents. Corporate records include the corporation's Articles of Incorporation, By-Laws and IRS Form 1023 and Application for Exemption. Corporate records should be

retained permanently. IRS regulations require that the Form 1023 be available for public inspection upon request.

(b) Tax Records. Tax records include, but may not be limited to, documents concerning payroll, expenses, proof of contributions made by donors, accounting procedures, and other documents concerning the corporation's revenues. Tax records should be retained for at least seven years from the date of filing the applicable return.

(c) Employment Records/Personnel Records. State and federal statutes require the corporation to keep certain recruitment, employment and personnel information. The corporation should also keep personnel files that reflect performance reviews and any complaints brought against the corporation or individual employees under applicable state and federal statutes. The corporation should also keep in the employee's personnel file all final memoranda and correspondence reflecting performance reviews and actions taken by or against personnel. Employment applications should be retained for three years. Retirement and pension records should be kept permanently. Other employment and personnel records should be retained for seven years.

(d) Board and Board Committee Materials. Meeting minutes should be retained in perpetuity in the corporation's minute book. A clean copy of all other Board and Board Committee materials should be kept for no less than three years by the corporation.

(e) Press Releases/Public Filings. The corporation should retain permanent copies of all press releases and publicly filed documents under the theory that the corporation should have its own copy to test the accuracy of any document a member of the public can theoretically produce against the corporation.

(f) Legal Files. Legal counsel should be consulted to determine the retention period of particular documents, but legal documents should generally be maintained for a period of ten years.

(g) Marketing and Sales Documents. The corporation should keep final copies of marketing and sales documents for the same period of time it keeps other corporate files, generally three years. An exception to the three-year policy may be sales invoices, contracts, leases, licenses, and other legal documentation. These documents should be kept for at least three years beyond the life of the agreement.

(h) Development/Intellectual Property and Trade Secrets. Development documents are often subject to intellectual property protection in their final form (e.g., patents and copyrights). The documents detailing the development process are often also of value to the corporation and are protected as a trade secret where the corporation:

- (i)** derives independent economic value from the secrecy of the information; and
- (ii)** has taken affirmative steps to keep the information confidential.

The corporation should keep all documents designated as containing trade secret information for at least the life of the trade secret.

(i) Contracts. Final, execution copies of all contracts entered into by the corporation should be

retained. The corporation should retain copies of the final contracts for at least three years beyond the life of the agreement, and longer in the case of publicly filed contracts.

(j) Correspondence. Unless correspondence falls under another category listed elsewhere in this policy, correspondence should generally be saved for two years.

(k) Banking and Accounting. Accounts payable ledgers and schedules should be kept for seven years. Bank reconciliations, bank statements, deposit slips and checks (unless for important payments and purchases) should be kept for three years. Any inventories of products, materials, and supplies and any invoices should be kept for seven years.

(l) Insurance. Expired insurance policies, insurance records, accident reports, claims, etc. should be kept permanently.

(m) Audit Records. External audit reports should be kept permanently. Internal audit reports should be kept for three years.

Section 4. Electronic Mail. E-mail that needs to be saved should be either:

- (i)** printed in hard copy and kept in the appropriate file; or
- (ii)** downloaded to a computer file and kept electronically or on disk as a separate file. The retention period depends upon the subject matter of the e-mail, as covered elsewhere in this policy.

ARTICLE XI

Transparency and Accountability

Disclosure of Financial Information With The General Public

11.01 Purpose

By making full and accurate information about its mission, activities, finances, and governance publicly available, The BUCK Squad practices and encourages transparency and accountability to the general public. This policy will:

- (a)** indicate which documents and materials produced by the corporation are presumptively open to staff and/or the public
- (b)** indicate which documents and materials produced by the corporation are presumptively closed to staff and/or the public
- (c)** specify the procedures whereby the open/closed status of documents and materials can be altered.

The details of this policy are as follow:

11.02 Financial and IRS documents (The form 1023 and the form 990)

The BUCK Squad shall provide its Internal Revenue forms 990, 990-T, 1023 and 5227, bylaws,

conflict of interest policy, and financial statements to the general public for inspection free of charge.

11.03 Means and Conditions of Disclosure

The BUCK Squad shall make "Widely Available" the aforementioned documents on its internet website: www.TheBUCKSquad.org to be viewed and inspected by the general public.

- (a) The documents shall be posted in a format that allows an individual using the Internet to access, download, view and print them in a manner that exactly reproduces the image of the original document filed with the IRS (except information exempt from public disclosure requirements, such as contributor lists).
- (b) The website shall clearly inform readers that the document is available and provide instructions for downloading it.
- (c) The BUCK Squad shall not charge a fee for downloading the information. Documents shall not be posted in a format that would require special computer hardware or software (other than software readily available to the public free of charge).
- (d) The BUCK Squad shall inform anyone requesting the information where this information can be found, including the web address. This information must be provided immediately for in-person requests and within 7 days for mailed requests.

11.04 IRS Annual Information Returns (Form 990)

The BUCK Squad shall submit the Form 990 to its board of directors prior to the filing of the Form 990. While neither the approval of the Form 990 or a review of the 990 is required under Federal law, the corporation's Form 990 shall be submitted to each member of the board of director's via (hard copy or email) at least 10 days before the Form 990 is filed with the IRS.

11.05 Board

- (a) All board deliberations shall be open to the public except where the board passes a motion to make any specific portion confidential.
- (b) All board minutes shall be open to the public once accepted by the board, except where the board passes a motion to make any specific portion confidential.
- (c) All papers and materials considered by the board shall be open to the public following the meeting at which they are considered, except where the board passes a motion to make any specific paper or material confidential.

11.06 Staff Records

- (a) All staff records shall be available for consultation by the staff member concerned or by their legal representatives.

- (b) No staff records shall be made available to any person outside the corporation except the authorized governmental agencies.
- (c) Within the corporation, staff records shall be made available only to those persons with managerial or personnel responsibilities for that staff member, except that
- (d) Staff records shall be made available to the board when requested.

11.07 Donor Records

- (a) All donor records shall be available for consultation by the members and donors concerned or by their legal representatives.
- (b) No donor records shall be made available to any other person outside the corporation except the authorized governmental agencies.
- (c) Within the corporation, donor records shall be made available only to those persons with managerial or personnel responsibilities for dealing with those donors, except that ;
- (d) donor records shall be made available to the board when requested.

ARTICLE XII **CODES OF ETHICS AND WHISTLEBLOWER POLICY**

12.01 Purpose

The BUCK Squad requires and encourages directors, officers and employees to observe and practice high standards of business and personal ethics in the conduct of their duties and responsibilities. The employees and representatives of the corporation must practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations. It is the intent of The BUCK Squad to adhere to all laws and regulations that apply to the corporation and the underlying purpose of this policy is to support the corporation's goal of legal compliance. The support of all corporate staff is necessary to achieving compliance with various laws and regulations.

12.02 Reporting Violations

If any director, officer, staff or employee reasonably believes that some policy, practice, or activity of The BUCK Squad is in violation of law, a written complaint must be filed by that person with the vice president or the board president.

12.03 Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation.

Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false shall be subject to civil and criminal review.

12.04 Retaliation

Said person is protected from retaliation only if she/he brings the alleged unlawful activity, policy, or practice to the attention of The BUCK Squad and provides The BUCK Squad with a reasonable opportunity to investigate and correct the alleged unlawful activity. The protection described below is only available to individuals that comply with this requirement.

The BUCK Squad shall not retaliate against any director, officer, staff or employee who in good faith, has made a protest or raised a complaint against some practice of The BUCK Squad or of another individual or entity with whom The BUCK Squad has a business relationship, on the basis of a reasonable belief that the practice is in violation of law, or a clear mandate of public policy.

The BUCK Squad shall not retaliate against any director, officer, staff or employee who disclose or threaten to disclose to a supervisor or a public body, any activity, policy, or practice of The BUCK Squad that the individual reasonably believes is in violation of a law, or a rule, or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment.

12.05 Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations shall be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

12.06 Handling of Reported Violations

The board president or vice president shall notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. All reports shall be promptly investigated by the board and its appointed committee and appropriate corrective action shall be taken if warranted by the investigation.

This policy shall be made available to all directors, officers, staffs or employees and they shall have the opportunity to ask questions about the policy.

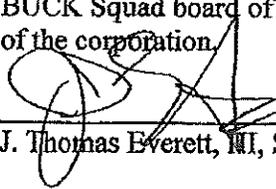
ARTICLE XIII **AMENDMENT OF ARTICLES OF INCORPORATION**

13.01 Amendment

Any amendment to the Articles of Incorporation may be adopted by approval of two-thirds (2/3) of the board of directors.

CERTIFICATE OF ADOPTION OF BYLAWS

I do hereby certify that the above stated Bylaws of The BUCK Squad were approved by the The BUCK Squad board of directors on April 15, 2021 and constitute a complete copy of the Bylaws of the corporation.



J. Thomas Everett, III, Secretary

Date: 4/15/2021