



## CITY COUNCIL AGENDA October 4, 2021

### Members

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

### **4:00 PM Closed session as provided by Sections 2.2-3711 and 2.2-3712 of the Virginia Code (Boards and Commissions; Personnel)**

Virtual/electronic meeting

### **6:30 PM Regular Meeting**

Register at [www.charlottesville.gov/zoom](http://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](mailto:ada@charlottesville.gov). The City of Charlottesville requests that you provide a 48 hour notice so that proper arrangements may be made.

### **CALL TO ORDER**

### **MOMENT OF SILENCE**

### **ROLL CALL**

### **AGENDA APPROVAL**

### **ANNOUNCEMENTS (and Update from Blue Ridge Health Department)**

### **RECOGNITIONS/PROCLAMATIONS**

- Proclamation: Domestic Violence Awareness Month

### **BOARDS/COMMISSION APPOINTMENTS**

### **CONSENT AGENDA\***

1. Resolution: Appropriating VDOT funds for VDOT Highway Safety Improvement (HSIP) Grant for Washington Park to Madison Avenue Trail - \$88,350 (2nd reading)
2. Resolution: Appropriating funds for Virginia Department of Social Services (V.D.S.S.) Temporary Aid to Needy Families (TANF) Grants - \$257,479.76 (2nd reading)
3. 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 (2nd reading)
4. Ordinance: Amending and reenacting the Meals Tax to Clarify that Meals Tax Reports are Due from the Sellers to the City Every Month (2nd reading)
5. Resolution: Considering an off-cycle budget request from the BUCK Squad - \$50,000 (2nd reading)
6. Resolution: Appropriating funds for the Charlottesville Victim Witness Assistance Grant - \$257,024 (1st of 2 readings)
7. Resolution: Appropriating funding award for the Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T) - \$112,708 (1st of 2 readings)

- 8. Resolution: Approving CitySpace as Central Absentee Precinct for the November 2, 2021 General Election (may be enacted on 1 reading with four-fifths vote)
- 9. Resolution: Approving the appointment of an ADA (Americans with Disabilities Act) Coordinator (1 reading)
- 10. Resolution: Ratifying the employment contract for the Clerk of Council and amending the contract to provide 120 days' advance notice of termination (1 reading)
- 11. Ordinance: To approve the formation of a joint entity known as the Blue Ridge Cigarette Tax Board et seq. (1 reading)

**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](http://www.charlottesville.gov/zoom).

**ACTION ITEMS**

- 12. Public Hearing/Res.: Approving a long-term lease of a portion of McIntire Park to the Botanical Garden of the Piedmont (Public hearing and 2nd reading)
- 13. Ordinance\*: Continuity of Governance Ordinance (may be enacted on 1 reading with 4/5 vote)
- 14. Report: Approving the Charlottesville City School Board to proceed with a design concept process for a School Reconfiguration Project

**GENERAL BUSINESS**

- 15. Report: Albemarle Charlottesville Regional Jail Authority update
- 16. Discussion: Police Chief termination
- 17. Discussion: Police Civilian Review Board Chair

**OTHER BUSINESS**

**MATTERS BY THE PUBLIC**

\*Action Needed



**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:	<b>VDOT HSIP grant – Madison Avenue Washington Park Bike Ramp - \$88,350</b>

**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

**Expenditures**

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

**Transfer From**

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

**Transfer To**

\$13,450      Fund 426                      WBS: P-01052                      G/L Account: 599999

**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 – <b>\$257,479.76</b>

**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 (4<sup>th</sup> Renewal) –\$50,000
2. V.D.S.S. Employment for T.A.N.F. Participants Grant (3<sup>rd</sup> Renewal) – \$33,800
3. V.D.S.S. Employment Advancement for T.A.N.F. Participants Grant (3<sup>rd</sup> 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
----------	-----------	-------------	----------------------

**Transfer – \$7,500**

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

**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
----------	-----------	-------------------------	----------------------

**Transfer – \$5,070**

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

**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, 14<sup>th</sup> 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, 14<sup>th</sup> 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](http://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, 14<sup>th</sup> 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](http://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:	<b>ORDINANCE TO AMEND AND REENACT ARTICLE IX OF CHAPTER 30 (TRANSIENT OCCUPANCY TAX) OF THE CODE OF THE CITY OF CHARLOTTESVILLE (1990)</b>

**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:	<b>ORDINANCE TO AMEND AND REENACT ARTICLE X OF CHAPTER 30 (MEALS TAX) OF THE CODE OF THE CITY OF CHARLOTTESVILLE (1990)</b>

**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:	First Reading of Resolution to Appropriate Funds
Presenter:	Chip Boyles, City Manager
Staff Contacts:	Chip Boyles, City Manager
Title:	<b>Proposed Charitable Donation to Support Community Civilian Policing</b>

**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:**

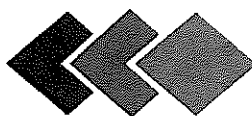
Resolution for the Appropriation of funds.

**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](http://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.**

- Need:** Indicate which Council Vision Area(s) and goal(s) in the City's Strategic Plan ([www.charlottesville.org/strategicplan](http://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.
- 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.
- 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><b>1. Strategic Plan Alignment</b> (<a href="http://www.charlottesville.org/strategicplan">www.charlottesville.org/strategicplan</a>)</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><b>2. The indicators this project addresses are...</b></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><b>3. The goal of this project is to produce/provide... (products or services, output)</b></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><b>4. To accomplish...</b></p>	<p><u>Explain what you expect accomplish</u></p> <p>REDUCE COMMUNITY STRIFE ; GUN VIOLENCE</p>
<p><b>5. So that participants/beneficiaries can...</b></p>	<p><u>Describe what changes you expect</u></p> <p>SAFER NEIGHBORHOODS ; REDUCE VIOLENT CRIME</p>
<p><b>6. Resulting ultimately in...</b></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><b>7. Current outcomes</b></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
<b>Ordinary Income/Expense</b>											
<b>Income</b>											
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
<b>Total Direct Public Support</b>	<b>33,333.33</b>	<b>33,333.33</b>	<b>33,333.33</b>	<b>33,333.33</b>	<b>33,333.33</b>	<b>33,333.33</b>	<b>33,333.33</b>	<b>33,333.33</b>	<b>33,333.33</b>	<b>33,333.33</b>	<b>333,333.30</b>
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
<b>Total Indirect Public Support</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Income</b>	<b>33,333.33</b>	<b>33,333.33</b>	<b>33,333.33</b>	<b>33,333.33</b>	<b>33,333.33</b>	<b>33,333.33</b>	<b>33,333.33</b>	<b>33,333.33</b>	<b>33,333.33</b>	<b>33,333.33</b>	<b>333,333.30</b>
<b>Expense</b>											
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
<b>Total Business Expenses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
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	7,437.00
<b>Total Clothing Merchandise</b>	<b>833.00</b>	<b>833.00</b>	<b>833.00</b>	<b>833.00</b>	<b>833.00</b>	<b>833.00</b>	<b>833.00</b>	<b>833.00</b>	<b>833.00</b>	<b>833.00</b>	<b>7,437.00</b>
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
<b>Total Facilities and Equipment</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>20,000.00</b>
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
<b>Total Operations</b>	<b>792.00</b>	<b>792.00</b>	<b>792.00</b>	<b>792.00</b>	<b>792.00</b>	<b>792.00</b>	<b>792.00</b>	<b>792.00</b>	<b>792.00</b>	<b>792.00</b>	<b>7,920.00</b>
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
<b>Total Other Types of Expenses</b>	<b>3,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,000.00</b>
<b>Total Expense</b>	<b>36,165.00</b>	<b>33,338.00</b>	<b>32,965.00</b>	<b>32,965.00</b>	<b>32,965.00</b>	<b>32,965.00</b>	<b>32,965.00</b>	<b>32,965.00</b>	<b>32,965.00</b>	<b>32,965.00</b>	<b>333,333.30</b>
<b>Net Ordinary Income</b>	<b>-3,831.67</b>	<b>-4.67</b>	<b>368.33</b>	<b>368.33</b>	<b>368.33</b>	<b>368.33</b>	<b>368.33</b>	<b>368.33</b>	<b>368.33</b>	<b>458.03</b>	<b>0.00</b>
<b>Net Income</b>	<b>-3,831.67</b>	<b>-4.67</b>	<b>368.33</b>	<b>368.33</b>	<b>368.33</b>	<b>368.33</b>	<b>368.33</b>	<b>368.33</b>	<b>368.33</b>	<b>458.03</b>	<b>0.00</b>



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
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>Direct Public Support</b>				
<b>Individ, Business Contributions</b>	67,454.62	183,333.32	-115,878.70	36.8%
<b>Total Direct Public Support</b>	67,454.62	183,333.32	-115,878.70	36.8%
<b>Total Income</b>	67,454.62	183,333.32	-115,878.70	36.8%
<b>Expense</b>				
<b>Bank Service Charges</b>	97.84	0.00	97.84	100.0%
<b>Business Expenses</b>				
<b>Business Registration Fees</b>	815.00	0.00	815.00	100.0%
<b>Total Business Expenses</b>	815.00	0.00	815.00	100.0%
<b>Contract Services</b>	10,675.32	4,581.50	6,093.82	233.0%
<b>Facilities and Equipment</b>				
<b>Rent, Parking, Utilities</b>	0.00	11,000.00	-11,000.00	0.0%
<b>Total Facilities and Equipment</b>	0.00	11,000.00	-11,000.00	0.0%
<b>Office Supplies</b>	515.03	632.50	-117.47	81.4%
<b>Operations</b>				
<b>Postage, Mailing Service</b>	328.60	1,100.00	-771.40	29.9%
<b>Printing and Copying</b>	0.00	1,193.50	-1,193.50	0.0%
<b>Supplies</b>	44.97	0.00	44.97	100.0%
<b>Telephone, Telecommunicati...</b>	1,603.76	2,062.50	-458.74	77.8%
<b>Total Operations</b>	1,977.33	4,356.00	-2,378.67	45.4%
<b>Other Types of Expenses</b>				
<b>Insurance - Liability, D and O</b>	2,638.08	3,000.00	-361.92	87.9%
<b>Total Other Types of Expenses</b>	2,638.08	3,000.00	-361.92	87.9%
<b>PayPal Fees</b>	728.04	0.00	728.04	100.0%
<b>Payroll Expenses</b>				
<b>FICA/Medicare Expense</b>	3,282.91	20,625.00	-17,342.09	15.9%
<b>FUTA Expense</b>	235.23	0.00	235.23	100.0%
<b>Salary/Wages</b>	42,913.35	137,500.00	-94,586.65	31.2%
<b>Payroll Expenses - Other</b>	1,033.64	0.00	1,033.64	100.0%
<b>Total Payroll Expenses</b>	47,465.13	158,125.00	-110,659.87	30.0%
<b>Special Events</b>	2,598.59	2,612.50	-13.91	99.5%
<b>Vehicle Expense</b>	-360.05	0.00	-360.05	100.0%
<b>Website Design/Maintenance</b>	1,211.15	773.00	438.15	156.7%
<b>Total Expense</b>	68,361.46	185,080.50	-116,719.04	36.9%
<b>Net Ordinary Income</b>	-906.84	-1,747.18	840.34	51.9%
<b>Net Income</b>	-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

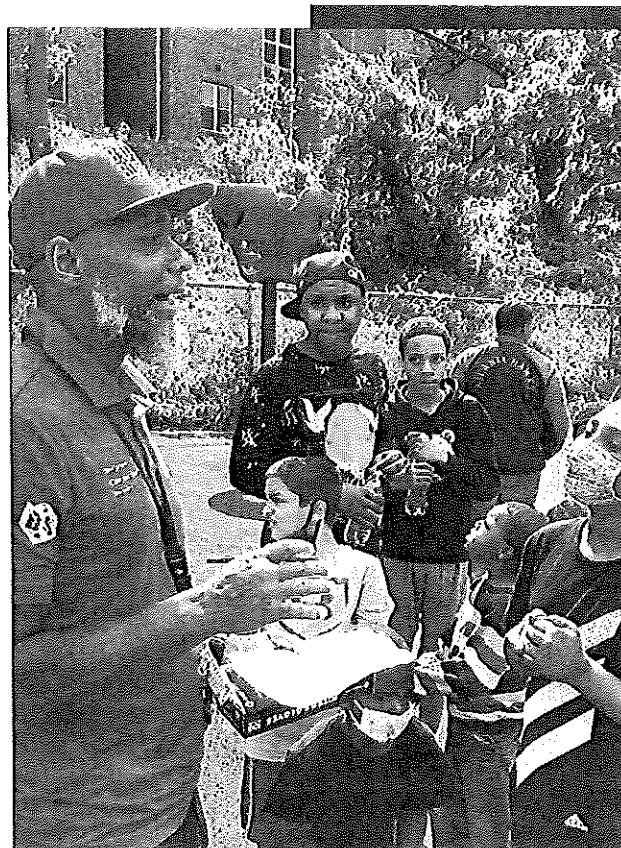
Brothers United to Cease the Killing



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.

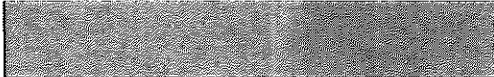
We are known to the community as violence interruptors, using our experience and credibility to connect with the highest risk individuals and intervene in potentially deadly conflict.

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



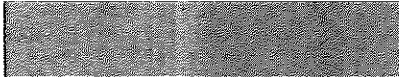
We serve at-risk communities who are consistently underserved. High-risk communities tend to suffer from the most violent crimes and benefit the least from necessary resources to prevent these same crimes from happening. We look at the cause of violence through a scientific and mental health lens to 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



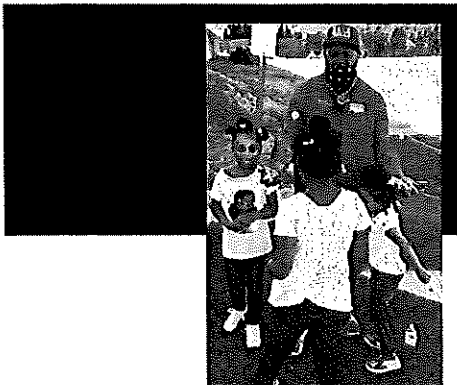
Organizational Lead: Herb Dickerson - Executive Director  
Organizational Lead: Dean Smith - Field General  
Organizational Lead: Bryan Page - Operations Manager

# 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](mailto:herb.locust@gmail.com) 434-284-8288), Tommy Everett ([jteiii13@gmail.com](mailto:jteiii13@gmail.com) 434-996-5334) or Kim Hayes ([thekimhayes@gmail.com](mailto: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.

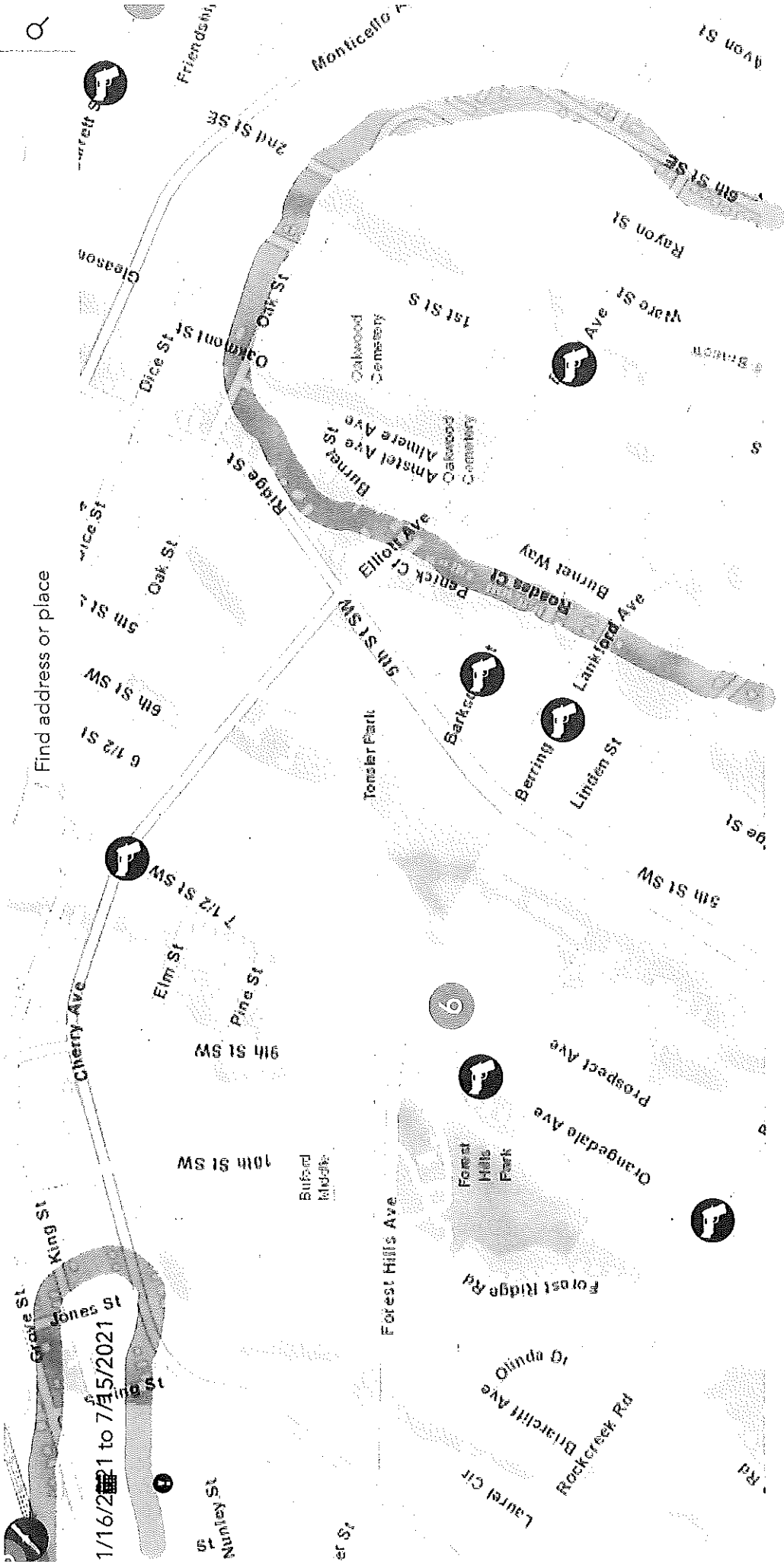
These fund raising efforts were not sufficient to pay TBS members as originally budgeted, so the organization pivoted and decided to pay the members on an on-call, hourly basis. This model has allowed our members to receive compensation for their time as many work multiple jobs and have family obligations. 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.



Find address or place

1/16/2021 to 7/5/2021



# 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 black ink, 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](http://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.

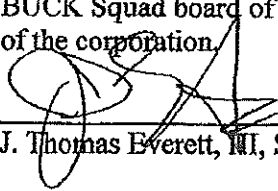
**ARTICLE XIII**  
**AMENDMENT OF ARTICLES OF INCORPORATION**

**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

CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA



Agenda Date:	October 4, 2021
Action Required:	Appropriation Resolution
Presenter:	Pat O'Donnell, Coordinator Victim and Witness Assistance Program
Staff Contacts:	Pat O'Donnell, Coordinator Victim and Witness Assistance Program
Title:	<b>Victim Witness Assistance Program Grant \$257,024</b>

**Background:**

The City of Charlottesville, through the Commonwealth's Attorney's Office, has received the Victim Witness Program Grant from the Virginia Department of Criminal Justice Services in the amount of \$156,817 in Federal Funds and \$67,207 in State Special Funds, and \$33,000 supplement from the Commonwealth Attorney's operating budget for a total award of \$257,024.

**Discussion:**

The victim's rights movement began in the 1970s as a result of victims being re-victimized by the criminal justice process. Victims had difficulty navigating the complexities of the criminal justice system and no voice or recourse when their cases were continued or pled out without their knowledge or consent. Prosecutors did not have the time or skills to respond to victims who were traumatized, but knew that in order to proceed with their case, many victims would need more services than the prosecutor's office could provide. In response to this need, the federal Victims of Crime Act was passed in 1984 and funds became available through the Virginia Department of Criminal Justice to respond to the needs of victims. The Charlottesville Victim/Witness Assistance Program was established in 1989 and has been meeting the needs of Charlottesville crime victims ever since. The Program is one of more than 60 such programs in the state that provides crisis intervention and advocacy, information and support during and after criminal justice proceedings, access to compensation and restitution, referrals to local community agencies and ensures victims are afforded their rights as outlined in Virginia's Crime Victim and Witness Rights Act. The Program also provides training on victim issues to law enforcement and allied agencies. It regularly serves more than 1,000 victims and 20 witnesses each year.

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

Approval of this agenda item aligns directly with Council's vision for Charlottesville to be America's Healthiest City, a Community of Mutual Respect and a Smart, Citizen-Focused Government. According to the Bureau of Justice Statistics, the total economic loss to crime victims was \$1.19 billion for violent offenses and \$16.2 billion for property crime in 2008.

Statistics vary on the amount of intangible losses victims accumulate, such as the effects of the crime on their sense of security, mental health and relationships. The Charlottesville Victim Witness Assistance Program contributes to the health of the community by connecting crime victims with medical and mental health providers through the Criminal Injury Compensation Fund. The Program helps create a **Community of Mutual Respect** by responding to the needs of crime victims and helps achieve a **Smart, Citizen-Focused Government** by ensuring their rights are recognized throughout the local criminal justice system, including police, prosecution, judges and probation.

**Community Engagement:**

The Victim Witness Assistance Program is engaged daily with victims of crime who access services through referrals from police, court services, social services and other allied agencies. Program staff contacts crime victims within 48 hours of their reported victimization. Program staff serves on several coordinating councils, such as the Multi-Disciplinary Team on Child Abuse, the Domestic Violence Coordinating Council, the Sexual Assault Response Team, the Monticello Area Domestic Violence Fatality Review Team, the Charlottesville/Albemarle Human Trafficking Task Force, and the Charlottesville/Albemarle Evidence Based Decision Making Policy Team. The program regularly provides outreach in the forms of government services day, training and speaking engagements at UVA, PVCC and other allied agencies as requested.

**Budgetary Impact:**

There is no impact to the General Fund. The City's match of \$33,000 was previously appropriated as part of the Commonwealth's Attorney's Office FY2022 Adopted Budget. The Victim Witness Assistance Program Grant is renewed annually and the funds will be received and expensed in the grants fund.

**Recommendation:**

Staff recommends approval and appropriation of grant funds.

**Alternatives:**

If grant funds are not appropriated, Charlottesville crime victims will have no access to compensation, advocacy or services afforded to them under Virginia's Crime Victim and Witness Rights Act.

**Attachments:**

Appropriation Resolution

**RESOLUTION APPROPRIATING FUNDS for  
Charlottesville Victim Witness Assistance Program Grant  
\$257,024**

**WHEREAS**, The City of Charlottesville, through the Commonwealth Attorney’s Office, has received an increase in the Victim Witness Program Grant from the Virginia Department of Criminal Justice Services in the amount of \$224,024; and

**WHEREAS**, the City is providing a supplement in the amount of \$33,000, the source of which is the Commonwealth’s Attorney’s operating budget;

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that the sum of \$224,024 is hereby appropriated in the following manner:

**Revenues**

\$ 56,006	Fund: 209	Cost Center: 1414001000	G/L Account: 430110
\$168,018	Fund: 209	Cost Center: 1414001000	G/L Account: 430120
\$ 33,000	Fund: 209	Cost Center: 1414001000	G/L Account: 498010

**Expenditures**

\$244,241	Fund: 209	Cost Center: 1414001000	G/L Account: 519999
\$ 12,783	Fund: 209	Cost Center: 1414001000	G/L Account: 599999

**Transfer**

\$ 33,000	Fund: 105	Cost Center: 1401001000	G/L Account: 561209
-----------	-----------	-------------------------	---------------------

**BE IT FURTHER RESOLVED**, that this appropriation is conditioned upon the receipt of \$224,024 from the Virginia Department of Criminal Justice Services.

CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA



Agenda Date:	October 4, 2021
Action Required:	Approve appropriation
Presenter:	Sue Moffett, Director, Charlottesville Department of Social Services
Staff Contacts:	Sue Moffett, Director, Charlottesville Department of Social Services Mary Jane Skidmore, Chief of Benefit Programs, Charlottesville Department of Social Services
Title:	Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T) funding award (\$112,708)

**Background:**

The Charlottesville Department of Social Services submitted a proposal for funding the Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T) Program. The proposal has been approved by the Virginia Department of Social Services with an effective date of January 1, 2022. As part of the approval, **the Charlottesville Department of Social Services will receive \$112,708 in funding.**

**Discussion:**

The Charlottesville Department of Social Services (the Department) developed a proposal to operate the Supplemental Nutrition Assistance Program Employment and Training Program (SNAP E&T). The funding will allow the Department to provide SNAP participants with education and training opportunities that lead to meaningful employment. The full award includes monies for adding one full-time self-sufficiency specialist position to administer the program, purchase of education and training services for SNAP E & T participants, and provision of supportive services to support successful outcomes. The Department has no other funding source to provide employment and training supports to SNAP recipients. The program administration will be housed with the Virginia Initiative for Education and Work (VIEW team) in the Department. Expansion of services to the SNAP target population will enhance the existing collaborations with other education, training and employment service providers in the community.

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

The SNAP E&T program leverages workforce development systems in the community and aligns with the Council’s vision for Economic Stability. It contributes to Goal 1 of the Strategic Plan, an inclusive community of self-sufficient residents, Objective 1.2 prepare residents for the workforce, and Objective 1.4 enhance the financial health of residents. It also contributes to Goal 4 of the Strategic Plan, a strong, creative and diversified economy; Objective 4.1 develop a quality workforce.

**Community Engagement:**

Like practically all of the City’s workforce development efforts, its employment training programs are supported by numerous community service providers and organizations. Examples include: Piedmont Virginia Community College, Virginia Career Works, the International Rescue Committee, Region Ten, Department of Aging and Rehabilitative Services, Offender Aid and Restoration-Jefferson and Community Corrections, and employer partners. None of the work that is currently being done could be possible without this strong community engagement.

**Budgetary Impact:**

The Virginia Department of Social Services is providing 100% of the funding for FY22 with no local general fund match required. A 15.50% local general fund match will be required beginning in FY23 and in future years. The department is not requesting any new general funds for this new program.

**Recommendation:**

Staff recommends approval and appropriation of the funds

**Alternatives:**

Funds that are not appropriated will need to be returned to the Virginia Department of Social Services. The Department will not be able to operate the SNAP E&T program if the funds are not appropriated.

**Attachments:**

Resolution  
Award letter

**RESOLUTION APPROPRIATING FUNDING FOR  
Supplemental Nutrition Assistance Program Education & Training (SNAP E&T) Program  
Administration and Purchase of Services - \$112,708**

**WHEREAS**, the Charlottesville Department of Social Services has received \$112,708 in the Fiscal Year 2022 budget from the Virginia Department of Social Services to be used for Supplemental Nutrition Assistance Program Education & Training (SNAP E&T).

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the sum of \$112,708 is hereby appropriated in the following manner:

**Revenue – \$112,708**

Fund: 212	Cost Center: 9900000000	G/L Account: 430080	\$112,708
-----------	-------------------------	---------------------	-----------

**Expenditures - \$112,708**

Fund: 212	Cost Center: 3301009000	G/L Account: 510010	\$ 49,511
Fund: 212	Cost Center: 3301009000	G/L Account: 511010	\$ 3,787
Fund: 212	Cost Center: 3301009000	G/L Account: 511020	\$ 14,678
Fund: 212	Cost Center: 3301009000	G/L Account: 511030	\$ 359
Fund: 212	Cost Center: 3301009000	G/L Account: 511040	\$ 9,072
Fund: 212	Cost Center: 3301009000	G/L Account: 510161	\$ 276
Fund: 212	Cost Center: 3301009000	G/L Account: 510130	\$ 2,475
Fund: 212	Cost Center: 3301009000	G/L Account: 525251	\$ 486
Fund: 212	Cost Center: 3301009000	G/L Account: 530030	\$ 264
Fund: 212	Cost Center: 3301009000	G/L Account: 530320	\$ 3,202
Fund: 212	Cost Center: 3301009000	G/L Account: 530216	\$ 298
Fund: 212	Cost Center: 3301009000	G/L Account: 520010	\$ 800
Fund: 212	Cost Center: 3301009000	G/L Account: 530100	\$ 300
Fund: 212	Cost Center: 3301009000	G/L Account: 530020	\$ 100
Fund: 212	Cost Center: 3301009000	G/L Account: 530010	\$ 1,000
Fund: 212	Cost Center: 3301009000	G/L Account: 530210	\$ 300
Fund: 212	Cost Center: 3301009000	G/L Account: 520690	\$ 100
Fund: 212	Cost Center: 3301009000	G/L Account: 520030	\$ 200
Fund: 212	Cost Center: 3301009000	G/L Account: 520900	\$ 300
Fund: 212	Cost Center: 3301009000	G/L Account: 520990	\$ 200
Fund: 212	Cost Center: 3333002000	G/L Account: 540060	\$ 25,000





COMMONWEALTH of VIRGINIA

DEPARTMENT OF SOCIAL SERVICES

September 15, 2021

Ms. Susan Moffett, Director
Charlottesville Department of Social Services
120 Seventh St., N.E., P.O. Box 911
Charlottesville, VA 22902

Dear Ms. Moffett,

Congratulations! On behalf of the Virginia Department of Social Services, I am pleased to inform you that the Charlottesville Department of Social Services proposal for funding the Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T) has been approved with an effective date of January 1, 2022. Funding for your agency's SNAP E&T program is as follows:

- Budget Line 855 (Administrative) \$87,708
Budget Line 84403 (Purchase Services) \$10,000
Budget Line 84404 (Supportive Services) \$15,000

Your agency may request additional funds through BRS on a quarterly basis. Any additional request for funding must be substantiated and justified. Requests will be fulfilled based upon the availability of funds.

Please ensure that your agency's SNAP E&T program is established and operated in accordance with federal and state guidelines as set forth in the U. S. Department of Agriculture/Food and Nutrition Service's Federal Register 7CFR Parts 271 and 273 and the Commonwealth of Virginia's SNAP Employment and Training Plan, FFY 2022.

If you agree to the terms outlined above, please sign below. It is requested that this signed document be scanned and returned by email within 5 business days to workforceservices@dss.virginia.gov.

Sincerely,

Julie Jacobs
Julie Jacobs
Workforce Services Manager

This acknowledges that I have read and agree to the terms outlined above.

Authorized Signature: [Signature] Title: Director

Date: Sept 21, 2021

CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA



Agenda Date:	October 4, 2021
Action Required:	Ordinance Enactment
Staff Contacts:	Taylor Yowell, Director of Elections and General Registrar Katrina Callsen, Assistant City Attorney
Presenters:	Taylor Yowell, Director of Elections and General Registrar Katrina Callsen, Assistant City Attorney
Title:	<b>Central Absentee Precinct Temporary Change (1<sup>st</sup> of 1 Readings)</b>

**Background:**

A central absentee voting precinct (CAP) is a location in a public building where absentee ballots are processed and counted on the day of the election in the presence of election officials. Virginia Code Section 2.2-712 states that each locality shall establish, by ordinance, one or more central absentee voter precincts. The City of Charlottesville maintains one central absentee voter precinct at City Hall established by Charlottesville City Code Section 9-31.

Last year, concerns about the spread of COVID-19 prompted the Charlottesville Electoral Board and the Charlottesville General Registrar and Director of Elections to recommend that the central absentee voter precinct be temporarily moved from City Hall to City Space for the November 2020 general election. Specifically, City Hall was closed to the public, and the designated space in the City Hall basement did not provide for adequate COVID mitigation strategies for employees, election officers and observers. City Council approved this recommendation and adopted a temporary ordinance that allowed for a location change. The ordinance expired on November 10<sup>th</sup>, 2020.

Due to continued concerns during the 2021 Primary Election, the Council approved, by temporary ordinance, the recommendation of the Charlottesville Electoral Board and the Charlottesville General Registrar and Director of Elections to move the Central Absentee Voter Precinct from City Hall to City Space for the June 8<sup>th</sup> 2021 primary election.

**Discussion:**

The Charlottesville Electoral Board and the Charlottesville General Registrar and Director of Elections are recommending that the central absentee voter precinct be moved from City Hall to City Space for the November 2, 2021 general election. The City of Charlottesville remains under an emergency ordinance and the prevalence of the Delta variant and continued closure of City Hall to the public makes the space unusable and inaccessible on election day. This ordinance is prepared as a temporary ordinance with an expiration date of November 3, 2021.

The CAP only exists on election day. The process of casting an absentee vote remains the same for all early voters. Voters who have obtained an absentee ballot but wish to cast it in person on election day remain able to bring their ballot to the General Registrar's office on the day of the election. In addition, they may also bring their unmarked ballot to the CAP at City Space.

**Attachments:**

Proposed Ordinance

**ORDINANCE**  
**APPROVING CITY SPACE**  
**AS CENTRAL ABSENTEE PRECINCT FOR**  
**NOVEMBER 2, 2021 GENERAL ELECTION**

**WHEREAS**, on March 12, 2020, pursuant to a Resolution adopted by the Charlottesville City Council the City Manager/ Director of Emergency Management declared the potential spread of COVID-19 to be an emergency and disaster within the City of Charlottesville, and this declared local emergency remains in effect; and

**WHEREAS**, provisions for the safe conduct of elections are necessary to assure continuity of government during a state of emergency; and

**WHEREAS**, Virginia Code Section 24.2-310 provides that if an emergency makes a polling place unusable, the Director of Elections and General Registrar shall provide an alternative polling place; and

**WHEREAS**, Charlottesville City Code Section 9-31 establishes City Hall as the polling place for the City of Charlottesville's Central Absentee Precinct; and

**WHEREAS**, the Charlottesville Electoral Board and the Charlottesville General Director of Elections and Registrar have determined that City Hall is unusable as the Central Absentee Precinct polling place during the COVID-19 emergency, because it remains closed to the public and the limited space available does not allow for appropriate social distancing and COVID mitigation strategies and that the use of City Space as the polling place for the City of Charlottesville's Central Absentee Precinct may assist the City's efforts to avoid the spread of COVID-19; and

**WHEREAS**, the potential spread of COVID-19 is a rare and unforeseen circumstance necessitating the movement of the Central Absentee Precinct polling place.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Charlottesville, Virginia, that for the November 2, 2021 general election, the City of Charlottesville's Central Absentee Precinct shall be located at City Space located at 100 5<sup>th</sup> Street NE, Charlottesville, Virginia 22902.

**BE IT FURTHER ORDAINED** by the Council of the City of Charlottesville, Virginia, that this ordinance is adopted pursuant to the provision of Virginia Code Section 24.2-310 to assure the safe conduct of elections within the City of Charlottesville during the continuing local emergency declaration.

**BE IT FURTHER ORDAINED** by the Council of the City of Charlottesville, Virginia, that the General Registrar shall provide notice to the voters appropriate to the circumstances of the emergency and this change shall be advertised in the *Daily Progress* and on the City of Charlottesville's web site.

**BE IT FURTHER ORDAINED** by the Council of the City of Charlottesville, Virginia that this ordinance shall be effective on November 1, 2021 and shall expire on November 3, 2021.

**BE IT FURTHER ORDAINED** by the Council of the City of Charlottesville, Virginia that this ordinance is passed with the votes of four-fifths of the City Council and that the second reading of this ordinance shall not be required.

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



**Agenda Date:** October 4, 2021

**Action Required:** Appointment

**Presenter:** Missy Creasy, Deputy Director NDS

**Staff Contacts:** Missy Creasy, Deputy Director NDS

**Title:** **Appointment of the ADA Coordinator**

**Background:**

The American with Disabilities Act (ADA) is a comprehensive civil rights law for persons with disabilities in both employment and the provision of goods and services. The ADA states that its purpose is to provide a "clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities." Congress emphasized that the ADA seeks to dispel stereotypes and assumptions about disabilities and to assure equality of opportunity, full participation, independent living, and economic self-sufficiency for people with disabilities.

Requirements are in place to establish an ADA Facilities Transition Plan Update to partially fulfill the requirements set forth in Title II of the Americans with Disabilities Act. The ADA states that a public entity must reasonably modify its policies, practices, or procedures to avoid discrimination against people with disabilities. As part of the 2013 update of this document, it was noted that the City's ADA Coordinator shall be appointed by City Council and will staff the ADA Advisory Committee which is a group comprised of staff members from various City Departments and citizens representing the disabled community. The City had appointed James Herndon as ADA Coordinator in 2004 and upon his retirement, staff occupying that position have not gone through this formal approval process. Staff is bringing forward an appointment of our current candidate for appointment.

**Discussion:**

After an almost 40 year career in Charlottesville, James Herndon retired from the City and role of ADA Coordinator in 2016. Following his retirement, the position's written description was clarified as ADA Coordinator/GIS Analyst and two people served in that position between 2017 and 2019. It was determined that the ADA Coordinator needed to be the sole focus of the position due to the volume of responsibilities and three additional

staff served have in the role of ADA Coordinator prior to the recruitment of our current candidate.

Paul Rudacille would join us with recent experience as ADA Coordinator for Rappahannock Regional Jail following a career in corrections. He has earned his ADA Coordinator Training Certification from the University of Missouri while he developed the ADA program for his employer. Attached materials detail his experience and accomplishments.

**Alignment with the City Council Vision:**

**Smart, Citizen-Focused Government**

*The delivery of quality services is at the heart of Charlottesville's social compact with its citizens. Charlottesville's approach to customer service ensures that we have safe neighborhoods, strong schools, and a clean environment. We continually work to employ the optimal means of delivering services, and our decisions are informed at every stage by effective communication and active citizen involvement. Citizens feel listened to and are easily able to find an appropriate forum to respectfully express their concerns.*

**Budgetary Impact:**

The position is currently funded in the budget so the appointment will not have a significant impact on the budget.

**Recommendation:**

Staff recommends the hiring and appointment of Mr. Paul Rudacille as the City ADA Coordinator

**Alternatives:**

If Council does not appoint the recommended hire, the City Manager will work with staff to engage in a search for an additional candidate.

**Attachments:**

Mr. Paul Rudacille's professional credentials

Resolution

Charlottesville ADA Transition Plan -

<https://www.charlottesville.gov/DocumentCenter/View/476/ADA-Transition-Plan-PDF?bidId=>

***PROFESSIONAL PROFILE***

Served as a subject matter expert on federal and state disability laws, including Sections 504 and 508 of the Rehabilitation Act, the Americans with Disabilities Act of 1990 as amended, the Virginians with Disabilities Act, and Web Content Accessibility Guidelines (WCAG). Responsible for leadership, development, implementation and advisement of jail policies, procedures, operations, programs and training that prepares staff to meet and exceed their obligations under with Sections 504 and 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1990 as amended, as well as the Virginians with Disabilities Act, and Web Content Accessibility Guidelines (WCAG). Invested in promoting a culture of accessibility by leading initiatives to promote universal accessibility and inclusion in the realms of facilities, policies, and digital spaces. Experienced Disability Professional with a collaborative disposition and the proven ability to work comfortably with a wide range of people in a demanding professional environment. Motivated leader with strong organizational and prioritization abilities. Constantly seeking ways to improve processes and optimize efficiencies. Take charge of initiatives with minimal guidance and complete all assignments ahead of schedule while exceeding expectations. Continually seeking new opportunities to broaden skills and knowledge while devoting maximum effort to all assigned tasks.

- **Certifications/Licenses:** ADA Coordinator Training Certification  
Program University of Missouri
  - **Computer skills:** Microsoft Office (Excel, PowerPoint, Outlook, Word)
- 

***PROFESSIONAL EXPERIENCE***

**ADA Coordinator**

2/2016-06/2021

**ADA Coordinator:** Responsible for the primary coordination of activities necessary to ensure compliance with the Americans with Disabilities Act of 1990 (ADA) and section 504 of the Federal Rehabilitation Act of 1973. Subject matter expert of implementation of personnel policies, regulations, and procedures related to Disability/Reasonable accommodations.

- **Assessment and Compliance Review:** Created documents for assessment of disability and accommodation requests, prepared ADA compliance reports every six months to be reviewed by US Department of Justice, and Jail Executive Staff. Completed a self-evaluation which is a public entity's assessment of the programs,



services, and activities, as well as the current policies, practice and procedures and transition plan for the jail. Created assessment processes to ensure proper accommodation for individuals with disabilities entering the jail such as offenders, visitors, employees and ensured its proper documentation. Followed up with all recipients of accommodations to ensure their needs are being met. Researched potential impact and developed policy and procedures regarding ADA issues.

- **Communications:** Established ADA handbook for Jail Supervisors, to include grievance procedure. Coordinated ADA training sessions for all employees and offenders. Designed posters to ensure everyone is aware of their rights under the ADA. Ensured ADA conformity by creating programs related to supervision and evaluation, as well as tracking mechanisms to guarantee supervisors and staff were aware of accommodations. Conducted studies and surveys, which I then used to assess program effectiveness. Communicated outcomes and recommendations verbally and through written documentation such as memos to upper management and other stakeholders.
- **Program Management:** Led, developed, and implemented a process to address and coordinate responses to inquiries related to universal access to all jail programs. Maintained electronic copies of requests and established necessary follow ups to ensure all requests were answered within 14 days.
- Planned, assigned and review work of Digital Accessibility Staff and maintain knowledge of emerging assistive technology information, instructional technologies and solutions, related laws, and common practices to ensure that group objectives are met.
  - Implemented the use of auxiliary aids and services, which include, use of the Virtual Rely Interpreter's, Virtual Rely Telephone, two-way texting keyboards, and screen reading software. Responsible for the tracking of all devices and services.
  - Ensured all aids and/or services were delivered in a timely manner and worked for the individual.

**Reasonable Accommodations Program:** Led the review and approval of the offender/employee accommodation process by ensuring timely responses to inquiries and accommodations requests, engaging in the interactive process and maintaining relevant data records. Created the process in which all persons who were at the jail could request an accommodation. I would ensure that the ADA requirements of reasonable accommodations were met as they relate to three aspects of employment: 1) ensuring equal opportunity in the application process; 2) enabling a qualified individual with a disability to perform the essential functions of a job; and 3) making it possible for an employee with a disability to enjoy equal benefits and privileges of employment. Worked towards the implementation of facility enhancements such as ramps, accessible restrooms, accessible parking lot, and ergonomic workstations. At any given time maintained reasonable accommodations for over 600 people.

***Key Accomplishments:***

- Created Rappahannock Regional Jail’s ADA policy and procedures.
- Created both Reasonable Accommodation documentation and Auxiliary aid request documents.
- Completed Rappahannock Regional Jail’s ADA Self Evaluation and Transition plan.
- Provided exceptional customer service to those contacted in the course of work.
- Created Program to train staff and offenders about rights and responsibilities under ADA.
- Completed ADA Coordinator Training Certification Program University of Missouri.

**Case Manager**

8/2014 – 2/2016

**Rappahannock Regional Jail** Stafford, VA

**SUMMARY:** Conducted initial assessments of inmate needs and developed case plans for each inmate. The case plan is monitored for compliance and is revised as appropriate to meet inmate needs and achieve system objectives during the period of incarceration. Assessed inmate behavior and developed counseling strategies to achieve desired inmate progress toward stated goals. Based upon evaluation of inmates' crimes, sentences, and behavioral factors in comparison to Division classification criteria, made periodic recommendations to the classification committee for retention in current classification level or changes to a more or less secure and restrictive environment. Was also responsible for answering inmate questions about prison policies, giving information about classification and sentencing status, assisting inmates in writing letters, answering questions and conveying information to inmate families regarding inmate status, and providing supportive counseling in dealing with personal issues

***Key Accomplishments:***

- Employee of Quarter
- Letter of Appreciation from Prince William County Board of Supervisors.

**Intake Shift Supervisor**

2/2010 – 8/2014

**Rappahannock Regional Jail, Stafford VA**

**SUMMARY:** Ensured staff properly processed incoming inmates and arrestees by gathering needed information, fingerprints, and mug shots. Responsible for the accurate booking of arrestees into the jail center as indicted by arrest citation and complaint, court order, warrant of arrest or other suitable documentation.

- Entered information into Criminal Justice Information System (CJIS).
- Obtained medical history data during intakes, as required by law.
- Alerted Intakes Officers of medical emergencies, injuries, claims by new arrestee, suicidal tendencies, or other pertinent information.

- Maintained custody and control of inmate's cash accounts.
- Served warrants and summons; ensured bond hearings were completed.

***Key Accomplishments:***

- Letter of appreciation from Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)
- Received General Instructor Certification from the VA Department of Criminal Justice Services

**Administrative Segregation Supervisor  
Rappahannock Regional Jail Stafford, VA**

2/2008– 2/2010

**SUMMARY:** Completed or assisted in the completion of Administrative Segregation Placement Notice to place an inmate in segregated housing as needed. Maintained proper documentation through Incident Reports to file any crimes or unusual occurrences within the institution (e.g., use of force, death of a person, major disturbance), using Offender Management System as needed.

- Ensured housing unit staff conducted welfare checks to maintain the welfare of all inmates housed in Administrative Segregation Unit on a daily basis.
- Acted as a Hearing Officer for Administrative Rules Violation Reports as needed.
- Ensured Post Orders were current, completed, and signed to provide guidelines for staff accountability and knowledge of job functions using frequent tours, inspections, Departmental/local Operating Procedures, etc.
- Ensured staff had access to required safety equipment to maintain personal safety and institutional security in compliance with Departmental/local Operating Procedures using frequent tours and inspections, Post Orders, etc., on a daily basis.

**Classification Officer  
Rappahannock Regional Jail Stafford VA**

6/2007-2/2008

**SUMMARY:** Interviewed inmates to determine housing assignment based on physical, medical, employment and criminal histories and other social background/information. Determined need for additional services such as social, psychological or medical and made necessary referrals while maintaining inmate records.

- Interpreted and applied court orders and state codes
- Utilized teletype equipment to conduct criminal history and wanted checks, and to use as a telecommunications device. Operated computer video display terminal to maintain, update and retrieve information concerning an inmate's commitment status
- Reviews requests for reclassifications and conducted hearings to fulfill/deny request

**Intake Release officer**  
Rappahannock Regional Jail Stafford VA

1/2002-6/2007

**SUMMARY:** Executed established processes to book prisoners into the facility. Prepared reports to document arrest information. Communicated with other City personnel, law enforcement agencies, outside organizations, and the community to exchange information, coordinate activities, and resolve issues or concerns.

- Gathered fingerprints and searched prisoners.
- Recorded all personal property of prisoners and sealed property.
- Scheduled pretrial interviews, prepared court dockets, and released prisoners in response to bail being posted.
- Utilized Teletype equipment to conduct criminal history and wanted checks.
- Responded to court subpoenas and testifies in court concerning inquiries assisted on, conducted, and arrests made in the course of assigned duties

**Housing officer**  
Rappahannock Regional Jail Stafford VA

8/2000-1/2002

**SUMMARY:** Supervised inmates and inmate activity in detention facility. Ensured that inmates remain in custody by properly managing inmate holding areas and enforcing rules and regulations of the facility.

- Transported and escorted inmates within secured areas according to relevant laws, policies, and procedures.
- Performed searches on inmates and visitors.
- Checked mail for contraband, such as weapons or drugs.
- Completed incident reports as needed.
- Intervened during physical confrontations in order to protect inmates and fellow officers from harm.

**United States Marine Corps**  
3<sup>rd</sup> Battalion 10 Marines Regiment Camp Lejeune NC 28445

8/2000-1/2002

**SUMMARY:** Employed transmissions systems to send and receive messages. Responsible for maintaining and repairing radio equipment.

- Conducted periodic equipment inspections and routine tests in order to ensure that operations standards were met.
- Examined and operated new equipment prior to installation in order to ensure that it performs properly.
- Set up antennas and mobile communication units during military field exercises.

**RESOLUTION**  
**Hiring and Appointment of the ADA Coordinator**

WHEREAS, the City Manager wishes to hire Mr. Paul Rudacille as the ADA Coordinator for the City of Charlottesville; and

WHEREAS, Mr. Rudacille has agreed to accept hiring and appointment as the ADA Coordinator, upon certain terms and conditions set forth in writing and accepted by Mr. Rudacille on September 24, 2021,

BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that, Mr. Paul Rudacille's appointment to the position of ADA Coordinator is hereby approved.

CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA



Agenda Date:	October 4, 2021
Action Required:	Adoption of Resolution Amending Employment Contract
Presenter:	Heather Hill, City Councilor
Staff Contact:	N/A
<b>Title:</b>	<b>Amend Employment Contract—Clerk of Council</b>

**Background:**

City Council employed Kyna Thomas to serve as its Chief of Staff/ Clerk of Council, by means of a contract made and entered into January 10, 2019 (“Employment Contract”). The Clerk of Council is an employee who performs duties under the direction and supervision of City Council, per Section 6 of the City Charter.

**Discussion:**

City Council desires to amend one of the provisions of the Employment Contract, as follows:

The City Council or the Employee may terminate Employee’s employment at any time after giving one hundred twenty (120) ~~thirty (30)~~ calendar days’ advance written notice to the other party. However, the City Council reserves the right, at its sole discretion and determination, not to provide one hundred twenty (120) ~~thirty (30)~~ calendar days’ advance written notice to the Employee if the Employee commits a crime other than a traffic violation or an act of serious misconduct.

**Budgetary Impact:**

None, if the clerk performs the duties of office throughout the notice period.

**Alternatives:**

Council may choose to leave the contract as originally written.

**Recommendation of Councilor(s):** Approval

**Community Engagement:** N/A

**Attachments:** Resolution

**RESOLUTION  
RATIFYING THE EMPLOYMENT CONTRACT FOR THE CLERK OF COUNCIL  
AND AMENDING THE CONTRACT TO PROVIDE 120 DAYS' ADVANCE NOTICE  
OF TERMINATION**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHARLOTTESVILLE that the contract for employment of Kyna Thomas to serve as Chief of Staff/ Clerk of City Council, made January 10, 2019 is hereby ratified, with the following amendment:

The City Council or the Employee may terminate Employee's employment at any time after giving **one hundred twenty (120)** ~~thirty (30)~~ calendar days' advance written notice to the other party. However, the City Council reserves the right, at its sole discretion and determination, not to provide **one hundred twenty (120)** ~~thirty (30)~~ calendar days' advance written notice to the Employee if the Employee commits a crime other than a traffic violation or an act of serious misconduct.

And, with the foregoing amendment, said contract and all of its provisions shall be and remain in full force and effect.

The Mayor is hereby authorized to execute the amended contract on behalf of City Council.

CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA



Agenda Date:	October 4, 2021
Action Required:	Approval of City of Charlottesville’s inclusion in the Blue Ridge Cigarette Tax Board
Presenter:	Todd Divers, Commissioner of the Revenue Jason Vandever, Treasurer
Staff Contacts:	Todd Divers, Commissioner of the Revenue Jason Vandever, Treasurer
Title:	<b>ORDINANCE TO APPROVE THE CREATION OF THE BLUE RIDGE CIGARETTE TAX BOARD</b>

**Background:**

During the 2020 session of the General Assembly, Virginia counties were granted authority to levy taxes on cigarettes beginning on July 1, 2021. Further legislation adopted by the General Assembly this year declared that “it is the policy of the Commonwealth that, where practical, local cigarette stamping and tax collection is encouraged to be accomplished through regional cigarette tax boards”.

Discussions began among a number of neighboring localities to consider the role of a regional cigarette tax board, ways to share administrative costs, and a timeline of activities required to establish a Central Virginia regional board in FY 22. Those discussions, facilitated by staff of the Thomas Jefferson Planning District, culminated in a proposal to create a joint entity in this region that would be responsible for the collection of taxes on the sale of cigarettes and the subsequent distribution of those taxes to the member municipalities. This proposed regional board is modeled on the Northern Virginia Cigarette Tax Board, which serves 19 localities.

Staff believes that it would be beneficial for the City to join what will become the Blue Ridge Cigarette Tax Board and to appoint the Commissioner of Revenue, or their designee, to represent the City on that Board.

**Discussion:**

Virginia Code Section 15.2-1300 provides municipalities the option to come together to establish joint regional boards responsible for the collection and disbursement of taxes on cigarettes sold within the municipalities party to the Agreement. So far, seven counties and the City have participated in discussion toward an agreement to establish such a board under this provision. Blue Ridge Cigarette Tax Board staff would be housed under the Thomas Jefferson Planning District, and the Board is expected to begin its work in January 2022.



Pros:

- While Cities in Virginia have long had authority to tax cigarettes and are not currently required to join such regional cigarette tax boards, staff believes that it may be only a matter of time before all localities will be required to join such boards. Therefore, joining a regional board now might prevent the City from having to scramble in future years if the General Assembly elects to make regional boards mandatory. Joining now gives the City the opportunity to have membership and input in the board's development over the coming year.
- Joining a regional board would eliminate the City's stand-alone cigarette tax program, thereby reducing the administrative role played by the Treasurer's Office and provide a dedicated enforcement program through the regional board.
- Perhaps most importantly, collaborating with the County on a regional program would have other ancillary benefits to City-County relations and possibly make the regional board more successful.
- Because of how the stamps would be administered, revenue would be more consistent each year, as opposed to the wide swings we currently see year to year. Instead of having wholesalers and distributors purchase large quantities of stamps upfront, resulting in large revenues in one month and little to no revenue in subsequent months, the City would receive an even distribution of revenue each month based on packs sold to retailers.

Cons:

- The largest drawback to joining a regional cigarette tax board would be the administrative costs. TJPDC estimates first year costs of about \$38,000 for the City of Charlottesville, and ongoing administrative costs of \$16,000, based on sales volume.
- Additionally, the City may see a temporary revenue loss in the first year as wholesalers return previously purchased City stamps for a refund during the program's transition.

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

n/a

**Budgetary Impact:**

The City's involvement in the Board will result in some up-front costs associated with start-up, and some ongoing expenses thereafter. Staff believes that these costs will be offset in the long term as a result of increased compliance through a dedicated enforcement agent. Further, there is some reason to believe that newly levied cigarette taxes in surrounding localities will reduce the incentive for smokers to buy cigarettes out-of-town. This could drive revenues slightly higher than projected.

At this point, however, beyond the initial start-up cost of less than \$50,000, staff estimates revenue impact to be neutral.

**Recommendation:**

Approval of the ordinance allowing for the City's participation in the Blue Ridge Cigarette Tax Board.

**Alternatives:**

n/a

**Attachments:**

- Regional Cigarette Tax Projection and Estimated Expenses Spreadsheet
- Cigarette Stamp, Tax and Enforcement Flow Chart
- ORDINANCE TO APPROVE THE FORMATION OF A JOINT ENTITY KNOWN AS THE BLUE RIDGE CIGARETTE TAX BOARD ET SEQ.

**Regional Cigarette Tax Projections**

Participating Localities	Population	Estimated Annual Revenue for full year	Tax Rate Per Pack	Estimated Packs Sold	Estimated Average # of Packs Sold Per Person	Revenue Ratio	Packs Sold Ratio	First Year (FY22)				FY23+	
								Projected Start-up/One-time Expenses - Based on Itemized Estimates 1st Year (FY22)	Projected On-Going Expenses - Based on Itemized Estimates - 1st Year (FY22 - Jan-June)	Estimated Total Expenses - Start-Up AND On-going - 1st Year (FY22 - Jan-June)	Estimated Net Revenue - 1st Year (FY22 - Jan-June)	Projected on-going Admin Expenses - Based on Itemized Estimates (FY23+)	Estimated Net Revenue - (FY23+)
Charlottesville City	47266	\$614,553	0.55	1,117,368	23.64	20.63%	13.72%	\$29,924	\$29,924	\$59,848	\$247,429	\$16,079	\$598,473
Albemarle County	109330	\$1,033,824	0.40	2,584,561	23.64	34.71%	31.74%	\$69,216	\$69,216	\$138,432	\$378,480	\$37,193	\$996,632
Nelson County	14930	\$141,178	0.40	352,945	23.64	4.74%	4.33%	\$9,452	\$9,452	\$18,904	\$51,685	\$5,079	\$136,099
Fluvanna County	27270	\$257,865	0.40	644,663	23.64	8.66%	7.92%	\$17,264	\$17,264	\$34,529	\$94,404	\$9,277	\$248,588
Augusta County	75558	\$267,929	0.15	1,786,191	23.64	9.00%	21.93%	\$47,835	\$47,835	\$95,671	\$38,294	\$25,704	\$242,225
Greene County	19819	\$187,408	0.40	468,521	23.64	6.29%	5.75%	\$12,547	\$12,547	\$25,095	\$68,610	\$6,742	\$180,666
Orange County	37051	\$350,354	0.40	875,886	23.64	11.76%	10.76%	\$23,457	\$23,457	\$46,914	\$128,264	\$12,604	\$337,750
Madison County	13261	\$125,396	0.40	313,490	23.64	4.21%	3.85%	\$8,395	\$8,395	\$16,791	\$45,907	\$4,511	\$120,885
<b>Total Revenue</b>		<b>\$2,978,508</b>		<b>8,143,625</b>		<b>100.00%</b>	<b>100.00%</b>	<b>\$218,091</b>	<b>\$218,091</b>	<b>\$436,183</b>	<b>\$1,053,071</b>	<b>\$117,190</b>	<b>\$2,861,318</b>

**Start-up/One-time Expenses**

Technology and equipment	\$2,500	
Vehicle for enforcement	\$25,000	
Start up costs*	\$50,000	(Can assume a return of portion of start up costs based on actual annual revenues)
4.72% Reserve	\$140,591	(Can assume a return of portion of reserve based on actual annual revenues)
<b>Subtotal one-time</b>	<b>\$218,091</b>	

\*Anticipated Start up costs - TJPDC Staff time, stamp development, purchase of tracking software, etc.

**On-going Expenses**

First Year Central VA Regional Board Itemized Operating Costs	First Year Estimates Jan-June 2022 1 staff	On-going Estimates 1 staff	
Salary for one staff members	\$22,500	\$45,000	
Benefits	\$6,750	\$13,500	
Indirect Costs (66%)	\$19,305	\$38,610	
Vehicle Ongoing (Parking Garage Pass)	\$800	\$1,600	*\$1600 based on \$130/12 = 1560
Milage expense	\$9,240	\$18,480	*Mileage .56 * 33000 miles/yr
<b>Subtotal on-going</b>	<b>\$58,595</b>	<b>\$117,190</b>	

**Estimated Net Revenues +/- 20% - 1 Staff**

Participating Localities	Estimated Net Revenue - Year 1 (+/- 20%)			Participating Localities	Estimated Net Revenue - Year 2+ (+/- 20%)		
	Estimated Net Revenue - Year 1 (-20%)	Estimated Net Revenue - 1st Year (Jan-June)	Estimated Net Revenue - Year 1 - (+20%)		Estimated Net Revenue - Year 2+ (-20%)	Estimated Net Revenue - 2nd Year and Forward	Estimated Net Revenue - Year 2+ (+20%)
Charlottesville City	\$197,943	\$247,429	\$296,914	Charlottesville City	\$478,779	\$598,473	\$718,168
Albemarle County	\$302,784	\$378,480	\$454,176	Albemarle County	\$797,305	\$996,632	\$1,195,958
Nelson County	\$41,348	\$51,685	\$62,022	Nelson County	\$108,879	\$136,099	\$163,319
Fluvanna County	\$75,523	\$94,404	\$113,284	Fluvanna County	\$198,871	\$248,588	\$298,306
Augusta County	\$30,635	\$38,294	\$45,952	Augusta County	\$193,780	\$242,225	\$290,670
Greene County	\$54,888	\$68,610	\$82,332	Greene County	\$144,533	\$180,666	\$216,800
Orange County	\$102,611	\$128,264	\$153,916	Orange County	\$270,200	\$337,750	\$405,300
Madison County	\$36,726	\$45,907	\$55,088	Madison County	\$96,708	\$120,885	\$145,062
<b>Total Revenue</b>	<b>\$842,457</b>	<b>\$1,053,071</b>	<b>\$1,263,685</b>	<b>Total Revenue</b>	<b>\$2,289,054</b>	<b>\$2,861,318</b>	<b>\$3,433,581</b>

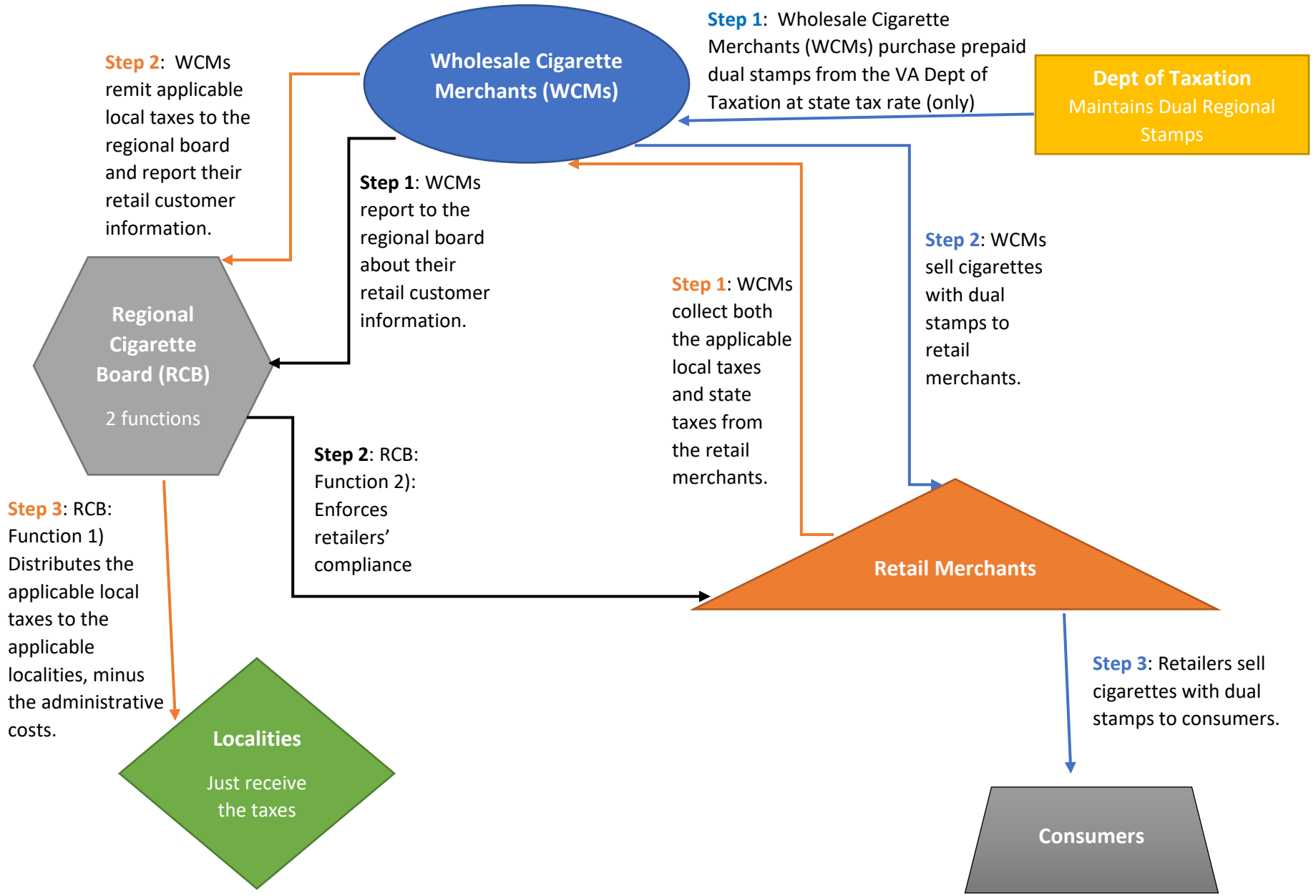
**NVCTB Rates**

NVCTB Expenditure/NVCTB Revenue	6.63%
<b>NVCTB Estimated Operating Expense</b>	<b>\$197,363</b>
NVCTB Estimated Annual Revenue	\$6,274,255
NVCTB Estimated Annual Reserve Rate	4.72%
TJPDC Admin Rate (1 staff)	0.039345207
NVCTB Admin Rate	0.0663

# Cigarette Stamp, Tax and Enforcement Flow Chart

Administered in a regional board

Blue line: stamp route  
 Orange line: cigarette tax route  
 Black line: enforcement route



**ORDINANCE**

**AN ORDINANCE APPROVING THE FORMATION OF A JOINT ENTITY  
TO BE KNOWN AS THE BLUE RIDGE CIGARETTE TAX BOARD  
AND BESTOWING ON SUCH ENTITY ALL POWERS NECESSARY AND PROPER  
FOR THE PERFORMANCE OF ITS DUTIES AS PROVIDED BY LAW**

**WHEREAS**, pursuant to the authority granted to localities under § 15.2-1300 of the Code of Virginia, 1950, as amended, the City Council of the City of Charlottesville, Virginia has determined that it would serve the public interest to establish a joint entity to be known as the Blue Ridge Cigarette Tax Board (the "Board") in order to efficiently administer the collection, accounting, disbursement, compliance monitoring and enforcement of cigarette taxes assessed by the localities desiring to join the Board; and

**WHEREAS**, the City Council has reviewed an agreement establishing the Board and defining its powers, duties, and other procedures, the text of which is incorporated herein, and City Council is in agreement with the terms as set forth therein; and

**WHEREAS**, the aforementioned agreement provides that it shall become effective upon the approval by the governing bodies of at least six (6) localities named and the execution of said agreement by their authorized representatives; and

**WHEREAS**, the City Council wishes to authorize the formation of the Board with the City of Charlottesville, Virginia as a member thereof, and authorize the execution of said agreement on its behalf.

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

**1. Under authority of Virginia Code § 15.2-1300, and effective upon the approval and execution by six (6) or more localities of an agreement for joint action, there is hereby created and established the Blue Ridge Cigarette Tax Board, which shall act as the agent of the localities for the administration of their respective cigarette tax ordinances; and**

**2. The following agreement for joint action is hereby approved by this Council, and the powers and authority of the Board shall be as set forth in the agreement, subject to approval as to final form by the City Attorney prior to execution:**

**BLUE RIDGE CIGARETTE TAX BOARD AGREEMENT**

This Agreement, dated the \_\_\_ day of \_\_\_\_\_, 2021 is entered into by and between the County of Albemarle, Virginia; the County of Augusta, Virginia; the City of Charlottesville, Virginia; the County of Fluvanna, Virginia; the County of Greene, Virginia; the County of Madison, Virginia; the County of Nelson, Virginia; the County of Orange, Virginia; or any six or more of the foregoing, and provides as follows:

WHEREAS, the parties hereto (the "Member Jurisdictions") desire to enter into an Agreement for the purpose of the establishment of the Blue Ridge Cigarette Tax Board (the "Board") for the joint administration, collection, and enforcement of their respective Cigarette Tax Ordinances pursuant to the provisions of these ordinances and § 15.2-1300 and §§ 58.1-3830, *et. seq.*, of the Code of Virginia, 1950, as amended.

NOW, THEREFORE, the parties hereby enter into the following agreement:

**1. NAME AND DURATION**

The Board shall be called the Blue Ridge Cigarette Tax Board. Its duration shall be perpetual, subject to the provisions of Paragraph 9 herein.

## 2. MEMBERSHIP AND VOTING POWERS

The Board shall be composed of one representative from each jurisdiction currently named herein and one representative from those jurisdictions later added with the consent of the Board in conformity with Section 10. Said representative may designate an alternate to attend meetings and vote in his or her place. A majority of the representatives from the member jurisdictions shall constitute a quorum for transaction of business. Action of the Board shall be by majority vote of those present and voting, with the exception of adding new members to the Board, which shall require the approval by the majority of the entire Board membership. In all matters, each jurisdiction shall be entitled to only one vote.

## 3. OFFICERS AND MEETINGS

Each year, the Board shall elect a Chair, Vice-Chair, and Secretary/Treasurer, who shall serve for a term of one (1) year unless removed by majority action of the Board. The aforementioned officers shall be chosen from the members of the Board, and shall be empowered to sign in the name of the Board on all legal documents, including bank deposits and withdrawals. The Board shall meet from time to time as needed, and shall meet at least quarterly, however, additional meetings may be called at any time by action of the Chair or upon the request of three (3) or more members by submitting such request to the Chair in writing.

The Board may adopt bylaws, procedural rules and other policies to regulate its affairs not inconsistent with this Agreement.

## 4. POWERS OF THE BOARD

The Board shall be delegated the following powers from the member jurisdictions:

- a. The power to assess, collect and disburse the cigarette taxes levied by and for each member jurisdiction;
- b. The power to audit the sale or use of cigarettes within each member jurisdiction;
- c. The power to provide information to the appropriate law enforcement agencies of the affected member jurisdictions for the purpose of prosecution of criminal violations of cigarette tax laws;
- d. The power to hire, supervise, discharge and manage an Administrator to oversee the day-to-day operations of the Board;
- e. The power to establish and manage general operating funds to ensure proper funding of Board operations on an ongoing basis;
- f. The power to employ auditors for review of the Board's finances, and employ accountants, legal counsel, and other advisors as the Board deems necessary or advisable to discharge its' duties;
- g. The power to designate one or more depository bank or banks for tax funds collected;
- h. The power to contract with the Thomas Jefferson Planning District Commission or one or more member jurisdictions for provision of administrative, fiscal and personnel services;
- i. The power to hold and convey personal property. The Board shall have no power to hold or convey real property;
- j. The power to enter into contracts, including without limitation the power to enter into contracts with public bodies;
- k. The power to contract for benefits for Board employees;
- l. Any other powers granted to the Board by other provisions of this Agreement, by the respective local ordinances of the member jurisdictions, and by the Code of Virginia (1950), as amended.

## 5. LIABILITY INSURANCE

The Board is hereby authorized and directed to maintain insurance coverage appropriate to the nature of the Board's operations. General liability insurance shall be maintained through a commercial general liability policy in limits of not less than One Million Dollars (\$1,000,000). The Board shall maintain worker's compensation coverage in at least the statutorily required minimum amounts.

## 6. ADMINISTRATOR

The Board shall appoint an Administrator, who shall be responsible for the normal, day-to-day operations of the Board in administration of the Cigarette Tax Ordinances adopted by each of the member jurisdictions. The Administrator shall serve at the pleasure of the Board and under such terms and conditions of employment as the Board shall deem appropriate, which may include the power of the Administrator to hire, train, discipline and discharge subordinate employees as needed to carry into effect the purposes and duties of the Board, contingent upon creation by the Board of such subordinate positions. The Administrator shall act as the chief employee of the Board, and shall answer to and be under the supervision of the Board. The Administrator shall attend Board meetings and report to the Board on expenditures of the Board, projected revenues, and other matters relevant to the efficient administration of the Board. The Board may adopt such contracting and purchasing policies as it may deem appropriate, consistent with the Virginia Public Procurement Act and other applicable laws and regulations, and delegate to the Administrator the authority and responsibility for administration thereof. The duties of the Administrator shall include, but are not limited to the following:

- a. Preparation of annual administrative cost estimates;
- b. Reporting to the Board with recommendations as to the creation of employment positions needed to carry into effect the purposes and duties of the Board;
- c. Hiring, management, evaluation, training, discipline and discharge of employees in such employment positions created by the Board;
- d. Contracting, with the approval of the Board, for equipment, supplies, employee health and retirement benefits and other benefits as approved by the Board;
- e. Preparation of such other reports as the Board may require;
- f. Review and authorization of disbursements from Board accounts, including without limitation regular disbursements of tax revenue from member jurisdictions.

## 7. COLLECTION OF THE CIGARETTE TAX

The cigarette tax shall be assessed and collected according to the respective ordinances and according to the rules, regulations and procedures adopted by the Board.

## 8. DISBURSEMENT OF RECEIPTS, MANAGEMENT OF FUNDS

- a. Disbursements shall be made to each member jurisdiction on a monthly basis. Prior to disbursement to member jurisdictions, expenses for the applicable period shall be deducted from total revenues and allocated to the jurisdictions proportionately based upon the number of taxable packs of cigarettes reported within the jurisdiction during the period as compared to the total number of taxable packs of cigarettes reported in all the member jurisdictions. The disbursement to each member jurisdiction shall be determined by the tax rate of the jurisdiction multiplied by the taxable packs of cigarettes reported within the jurisdiction, plus interest and penalties assessed within the jurisdiction in question, plus the jurisdiction's proportional share of all other revenues, less discounts and proportional expenses.
- b. The Board shall adopt an annual budget and provide a copy thereof to each of the member jurisdictions. The Board shall establish an operating fund, taking into account the anticipated revenues and expenditures for each year.
- c. All monies shall be deposited in the name of the Blue Ridge Cigarette Tax Board. All checks drawn on Board accounts shall require the signature of the Administrator and at least one Board Officer.

## 9. TERMINATION

- a. In the event any member jurisdiction decides, by ordinance, to terminate its participation in the Board, notice thereof shall be given to the Board no fewer than sixty (60) days prior to the effective date of such termination. The terminating jurisdiction shall receive within thirty (30) days of the effective date of termination its proportionate share of total revenues less its proportionate share of expenses, operating fund, and depreciated value of tangible personal property owned by the Board. The representative of such terminating jurisdiction shall cease to be a member of the Board as of the effective date of the termination and thereafter the

terminating jurisdiction shall have no rights to participate in the business or operations of the Board, and the terminating jurisdiction shall thereafter have sole rights and responsibility for collection and enforcement of its local cigarette tax.

- b. In the event the number of member jurisdictions is less than six (6) in number, the Board shall dissolve and cease to exist. In such event, the Board, prior to dissolution, shall liquidate all assets and disburse the proceeds to each member jurisdiction that has not previously received a payment pursuant to Paragraph 9(a). Such distribution shall be proportionate to the number of taxable packs of cigarettes reported in the jurisdiction in question during the preceding twelve (12) months as compared to the taxable packs of cigarettes reported in the preceding twelve (12) months in all jurisdictions constituting the Board at the time of dissolution.

#### 10. IMPLEMENTATION

Each member jurisdiction shall by ordinance signify its desire and agreement to become a member of the Board and its acceptance of the provisions of this Agreement. This Agreement shall become effective upon the adoption of such ordinances and execution of this agreement by any six (6) of the jurisdictions below, and thereafter any other jurisdiction named below may join as a member upon the adoption of such ordinance and execution by its authorized representative, and upon payment of any shared expenses as may be determined by the Board. Upon such execution and payment, this agreement shall become operative as to the jurisdiction in question.

Jurisdictions other than those named below may be added to the Board upon agreement of a majority of the Board, and upon adoption of an ordinance by the governing body of the jurisdiction to be added, execution of this Agreement, and payment into the Board of any shared expenses as may be determined by the Board.

**And, BE IT FURTHER ORDAINED that**

**3. The City Council designates the Commissioner of Revenue as its representative on the Board as provided for in the above-referenced agreement, and the Commissioner is also empowered to appoint an alternate should the Commissioner deem it necessary. the City Council also hereby authorizes the Administrator appointed by the Board to act on the City's behalf pursuant to Virginia Code §58.1-3830(A); and**

**4. The City Manager is authorized to execute the agreement for joint action on behalf of this Council, and the City Manager is further designated as the City's agent for approval of modifications of the agreement subsequent to the date of this Ordinance, which do not materially alter the obligations of the City under this agreement; and**

**5. This Ordinance shall be effective upon its adoption.**



CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA



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

**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, a stream restoration project, 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 \_\_\_\_\_ - (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:	<b>McIntire Park East Conceptual Design Approval</b>

**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



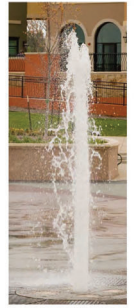




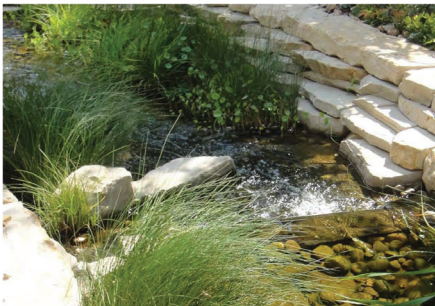
**ATTACHMENT 2 - MARCH 16 2015 FINAL CONCEPTUAL DESIGN**



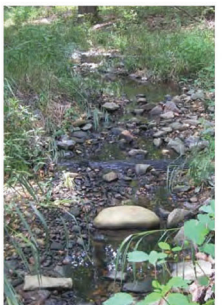




FUTURE FOUNTAIN OPTIONS



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



<b>Agenda Date:</b>	October 4, 2021
<b>Action Required:</b>	Amend and Re-enact Ordinance
<b>Presenter:</b>	Charles P. Boyles, II, City Manager
<b>Staff Contacts:</b>	Emily Pelliccia, Deputy Fire Chief & COVID-19 Incident Commander Brian Wheeler, Director of Communications
<b>Title:</b>	<b>Updated Continuity of Government Ordinance (For the period 10/19/2021 through 03/18/2022)</b>

**Background:**

The City Council has authorized actions necessary to address the COVID-19 Pandemic using various legal processes and procedures.

- (1) **Local Public Health Ordinance, as authorized by City Charter §14(5).** Through April 2021 the City maintained a special local ordinance establishing more restrictive requirements, in some regards, than those set out in the Governor's Executive Orders. The local public health ordinance was previously appealed, in favor of following the restrictions and guidelines within the Governor's Executive Orders (#O-21-047).
- (2) **Continuity of Government Ordinance, as authorized by Virginia Code §15.2-1413.** This Ordinance allows a locality to take actions that, in its discretion, it deems necessary to assure continuity of government during a disaster. A continuity of Government Ordinance (CGO) may not continue in effect for longer than six (6) months at a time. Originally City Council adopted the CGO on March 25, 2020 (#O-20-049) and amended and extended it on September 8 (#O-20-117), October 19, 2020 (#O-20-135) and April 19, 2021 (#O-21-053). The CGO will expire if you do not reenact it on or before your October 18, 2021 meeting.
- (3) **Other Ordinances and Resolution(s).**
  - a. Resolution #R-20-035 (3/12/2020) authorizing the City Manager to Declare a Local Emergency. (On that same date, the City Manager, in his capacity as Director of Emergency Management, issued the Public Safety Order that serves as the actual Declaration).
  - b. Resolution #R-20-045 (3/16/2020) granting the Haven permission to operate without

regard to certain zoning (special use permit) conditions until such time as City Council discontinues the local state of emergency.

- c. #O-20-047 (3/16/2020): Ordinance Extending Mandatory Review Periods

**Discussion:**

Under Virginia Code §44-146.21 the City’s locally-declared state of emergency will continue in effect until City Council determines, in its judgment, that “all emergency actions have been taken.” The local declaration does not automatically expire.

Va. Code §15.2-1413 authorizes City Council, during a disaster, to enact an ordinance that provides a method to assure continuity in local government operations (with resumption of normal government operations by the end of a six-month period)—notwithstanding any contrary provision of [state] law, general or special. Since the local COVID-19 emergency/ disaster continues, City Council may re-enact the CGO for another 6-month period.

The CGO primarily deals with how public meetings may take place, extension of mandatory deadlines, and fees for City-owned areas used by businesses as outdoor cafés. The attached proposed Ordinance brings the various Ordinances enacted by Council into one integrated CGO. Relative to the outdoor café spaces, the attached proposed Ordinance would extend the fee reduction through October 2021.

The attached proposed Ordinance, if adopted, would maintain all of the CGO provisions in effect over the next 6 months, for so long as the City’s locally-declared state of emergency continues.

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

**Community Engagement:** N/A

**Budgetary Impact:** N/A

**Recommendation:** We recommend adoption of the attached Continuity of Government Ordinance, to be effective through March 18, 2022, unless City Council sooner determines that the local disaster/ emergency declaration can be ended because all emergency actions have been taken.

**Alternatives:** Council may vote to end the locally-declared state of emergency, by making a finding that, in City Council’s judgment, all emergency actions have been taken. Once City Council votes to end the local emergency declaration, there is no further need for a CGO Ordinance.

**Attachments (2):**

- (1) Proposed Continuity of Government Ordinance
- (2) Statistical Data

**ORDINANCE**  
**TO ENACT TEMPORARY CHANGES IN CERTAIN DEADLINES, AND TO MODIFY**  
**PUBLIC MEETING AND PUBLIC HEARING PRACTICES AND PROCEDURES, AND**  
**TO ADDRESS CONTINUITY OF CITY GOVERNMENT OPERATIONS ASSOCIATED**  
**WITH THE COVID-19 PANDEMIC DISASTER, FOR A SIX-MONTH PERIOD**  
**EXTENDING THROUGH MARCH 18, 2022**

**WHEREAS**, on March 12, 2020, Governor Ralph S. Northam issued Executive Order Fifty-One declaring a state of emergency for the Commonwealth of Virginia arising from the novel Coronavirus (COVID-19) pandemic; and

**WHEREAS**, the Governor’s Executive Order Fifty-One acknowledged the existence of a public health emergency which constitutes a disaster, as defined by Virginia Code § 44-146.16, arising from the public health threat presented by a communicable disease anticipated to spread, and this public health emergency continues to be recognized as an emergency and a disaster through the Governor’s Fourth Amended Executive Order Seventy Two and Order of Public Health Emergency Nine (March 23, 2021, made effective April 1, 2021); and

**WHEREAS**, the Governor’s Executive Orders order implementation of the Commonwealth of Virginia Emergency Operations Plan, activation of the Virginia Emergency Operations Center to provide assistance to local governments, and authorization for executive branch agencies to waive “any state requirement or regulation” as appropriate; and

**WHEREAS**, on March 13, 2020, the President of the United States declared a national emergency, beginning March 1, 2020, in response to the spread of COVID-19; and

**WHEREAS**, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak a pandemic; and

**WHEREAS**, by Public Safety Order dated March 12, 2020, the City Manager/ Director of Emergency Management declared a state of local emergency based a threat to the public health and safety of the residents of Charlottesville resulting from the communicable and infectious COVID-19 virus, which threat was and continues to be an emergency as defined in Virginia Code § 44-146.16; and

**WHEREAS**, this Council finds that the COVID-19 virus constitutes a real, substantial and continuing threat to public health and safety and constitutes a “disaster” as defined by Virginia Code §44-146.16, said virus being a “communicable disease of public health threat”; this finding is evidenced by statistics which show that on January 18, 2021 the City’s “new



cases” numbered 7,245 and 7-day average was 6,166; that on September 6, 2021, the City’s “new cases” numbered 8,743 and 7-day average was 3,423; and that on September 27, 2021, the City’s “new cases” numbered 7,987 and 7-day average was 3,102 and

**WHEREAS**, by Ordinance # O-20-135 City Council amended and extended its continuity of government ordinance previously enacted by Council on March 25, 2020, as amended and re-enacted on September 8, 2020, October 19, 2020, and April 19, 2021, and City Council now desires to amend and re-enact its continuity of government ordinance to address the needs of City government operations as anticipated during the next six months during the ongoing public health disaster relating to COVID-19 and its variant(s);

**WHEREAS**, Virginia Code § 15.2-1413 provides that, notwithstanding any contrary provision of law, a locality may, by ordinance, provide a method to assure continuity of government in the event of a disaster for a period not to exceed six months; and

**WHEREAS**, Virginia Code § 2.2-3708.2(A)(3) allows, under certain procedural requirements including public notice and access, that members of City Council may convene solely by electronic means to address the emergency; and

**WHEREAS**, the open public meeting requirements of the Virginia Freedom of Information Act (“FOIA”) allow properly claimed exemptions provided under either under that Act or any other statute; and

**WHEREAS**, The Attorney General of Virginia issued an opinion dated March 20, 2020 stating that localities have the authority during disasters to adopt ordinances to ensure the continuity of government; and

**WHEREAS**, this Ordinance is enacted in response to the disaster caused by the COVID-19 pandemic and the continuing catastrophic nature of the COVID-19 virus and its current variants; further, this ordinance promotes public health, safety and welfare and is consistent with the laws of the Commonwealth of Virginia, the Charter of the City of Charlottesville, the Constitution of Virginia and the Constitution of the United States of America.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Charlottesville, Virginia:

1. **THAT** the catastrophic nature of the continuing COVID-19 pandemic makes it unsafe for the City’s public bodies to conduct their meetings in accordance with normal practices and procedures, because such practices and procedures require the physical presence of members

of a public body and members of the public within the same room and the City's meeting facilities may not allow adequate measures to be taken in accordance with recommended public health requirements and guidelines. For the purposes of this Ordinance the term "public body" means the City Council, and every board, commission, or agency of the City of Charlottesville, including any committee, subcommittee, or other entity, however designated, created by City Council to perform delegated functions of City Council or to advise the City Council (each, individually, a "Public Body"); and

2. **THAT** in accordance with Virginia Code § 15.2-1413, and notwithstanding any contrary provision of law, general or special, the following emergency procedures are adopted to ensure the continuity of the City government during the continuing COVID-19 emergency and disaster:

- a. Any meeting or activities which normally would require the physical presence of a quorum of members of a Public Body may be held only through real time electronic means (including audio, telephonic, video or other practical electronic medium) without a quorum physically present in one location, and
- b. The City Manager is hereby authorized to restrict the number of electronic meetings each Public Body may conduct each calendar month, based on the capacity and availability of the City staff who are capable and qualified to support the meeting to ensure compliance with this Ordinance, and
- c. Prior to holding any such electronic meeting, the Public Body shall provide public notice of at least 3 days in advance of the electronic meeting identifying how the public may participate or otherwise offer comment, and
- d. Any such electronic meeting of a Public Body shall state on its agenda the location at which members of the public can obtain information as to the means by which the public may access and participate in such electronic meeting, and
- e. Any such electronic meeting of a Public Body shall be open to electronic participation by the public and closed to in-person participation by the public, and each electronic meeting shall be conducted in a manner designed to maximize public participation, and
- f. A video recording of all electronic meetings shall be made available on the City's website within 3 business days following each electronic meeting, and

- g. With respect to any matter which requires a public hearing, the public hearing may be conducted by an open public comment period called for during an electronic meeting, as well as by submission of written comments to the Clerk of City Council prior to, during and for five (5) business days after the electronic meeting. Notice of the public hearing shall be posted on the City's website at least 5 business days prior to the date of the public hearing.
- h. The minutes of all electronic meetings shall conform to the requirements of law, shall identify how the meeting was conducted, the identity of the members participating, and shall specify what actions were taken at the meeting. A Public Body may approve minutes of an electronic meeting at a subsequent electronic meeting; and
- i. Any provision of Va. Code §2.2-3708.2 requiring the Public Body's approval of electronic participation due to a member's personal matter or medical condition shall not apply for the duration of the local emergency declaration.

And,

- 3. **THAT** the following fees relating to use of City property are adjusted:
  - a. The café permit fee assessed pursuant to Charlottesville City Code Sec. 28-214(c) be and hereby is waived for the months of March and April 2020, and
  - b. The café permit fee assessed pursuant to Charlottesville City Code Sec. 28-214(c) be and hereby is reduced by fifty percent (50%) for the months of May through December 2020 and the months of January through October 2021, and
  - c. The City Manager may grant a credit to any café permit holder who paid the full amount of its café permit fees during any of the months referenced in 3.a or 3.b, above, said credit to be calculated in accordance with 3.a and 3.b, above and applied within a permit year designated by the City Manager, and
  - d. The rental fee assessed pursuant to Charlottesville City Code Sec. 28-5 and City Council's approved fee schedule (fees for City parking spaces used for outdoor dining) shall be reduced by fifty percent (50%) for the months of May through December of 2020 and January through October of 2021.

**IT IS FURTHER ORDAINED THAT**, notwithstanding any provision of law, regulation or policy to the contrary, any deadlines requiring action by a Public Body or any City officers (including Constitutional Officers) or City employees, within a period of 60 or fewer

days, shall be suspended during this emergency and disaster. The Public Bodies, and the City's officers and employees, are encouraged to take all such action as is practical and appropriate to meet those deadlines; however, failure to meet any such deadlines shall not constitute or be deemed to be a default, violation, approval, official recommendation or other action.

**IT IS FURTHER ORDAINED THAT** any scheduled non-emergency public hearings and action items of a Public Body may be postponed to a date certain if, in the judgment of the Public Body, it would be in the best interests of the public to do so, provided that public notice is given so that the public are aware of how and when to present their views.

**IT IS FURTHER ORDAINED THAT** this Ordinance shall not operate to preclude any authority whose governing board is appointed by this City Council from making its own decisions and rules regarding the conduct of its meetings either electronically or by means of having a quorum physically assembled, so long as those meetings are in compliance with applicable Executive Orders of the Governor of Virginia and any local ordinance which may be enacted by this Council to impose restrictions necessary to prevent the spreading of the COVID-19 virus within the City of Charlottesville; however, any such authority may also elect to conduct its meetings electronically as a Public Body within the purview of this Ordinance.

**IT IS FURTHER ORDAINED THAT** actions authorized by this Council within Resolution # R-20-045 (special zoning accommodations for The Haven), or within any ordinance(s) provided to facilitate the safe conduct of elections within the City of Charlottesville, are hereby ratified and continued, in accordance with the terms set forth in said Resolution or ordinances.

**IT IS FURTHER ORDAINED THAT** the continuity of government ordinance adopted on March 25, 2020, as amended and re-enacted on September 8, 2020, October 19, 2020, and April 19, 2021 is hereby repealed.

**IT IS FURTHER ORDAINED THAT** a continuing emergency exists, and the City Manager's Declaration of a local emergency, authorized by resolution of this City Council on March 12, 2020 (#R-20-035) remains in effect; the various actions referred to within this Ordinance are necessary to be taken to address the continuing emergency, and this Ordinance shall be effective immediately upon its adoption.

**IT IS FURTHER ORDAINED THAT** pursuant to Charlottesville City Code §2-96, by a four-fifths vote of City Council, this Ordinance is enacted on the date of its introduction, and

this Ordinance shall remain in full force and effect through March 18, 2022, unless City Council sooner: (i) adopts an ordinance to repeal this Ordinance and to end the locally-declared emergency, or (ii) adopts an ordinance to amend and re-enact this Ordinance, as may be necessary to authorize actions necessary to address the state of emergency continuing beyond March 18, 2022.

COVID-19

# Coronavirus disease

Charlottesville, VA

Overview

Statistics

Testing

Symptoms

Prevention

Coping

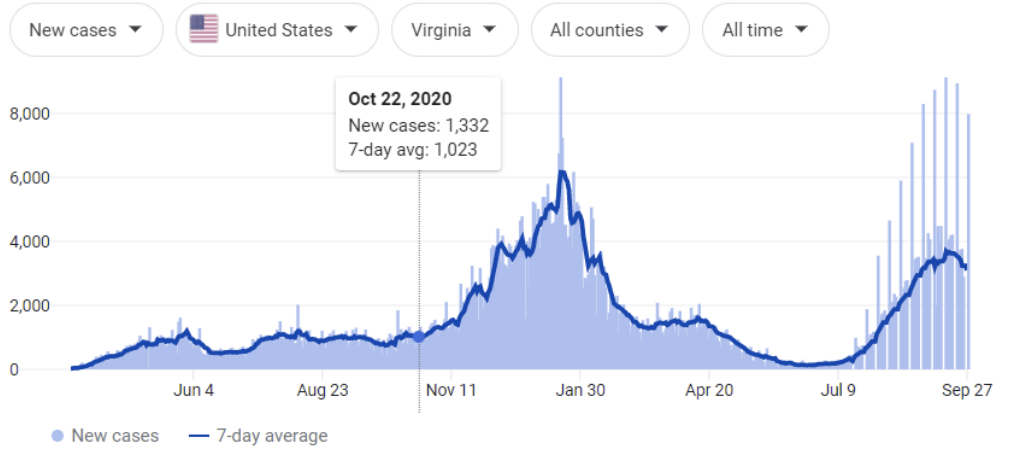
Variants

Treatments

## Statistics

### New cases and deaths

From [The New York Times](#) · Last updated: 22 hours ago



## Charlottesville city, VA

Share

Find a vaccine

Updated on September 28



RISK LEVEL ⓘ

**VERY HIGH**

VACCINATION PROGRESS



Daily new cases >

**34.8** PER 100K

Infection rate >

**0.83**

Positive test rate >

**5.7%**

% Vaccinated >

**63.2%** 1+ DOSE

PAST 30 DAYS

Cases >



Hospitaliz... >



Deaths >



Get the latest news and alerts about this location.

Email address

Get alerts

CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA



Agenda Date:	October 4, 2021
Action Required:	Adopt Resolution
Presenter:	Lisa Larson-Torres, Board Chair, Charlottesville City School Board Wyck Knox, Project Architect, VMDO Architects
Staff Contacts:	Chip Boyles, City Manager Dr. Royal A. Gurley, Jr., School Superintendent, Charlottesville City Schools
<b>Title:</b>	<b>School Reconfiguration Concept Design - \$75 Million</b>

**Background:** Following over thirteen years of community discussion, the Charlottesville City Schools (CCS) School Board reaffirms the need to reconfigure the present allocation of grades in the elementary and middle schools to further academic and equity goals. Currently, students in CCS transition from six neighborhood elementary schools to Walker Upper Elementary for grades five and six, and transition again to Buford Middle School for grades seven and eight before transitioning to Charlottesville High School for grade nine through twelve. Pre-K is available to a limited number of income-eligible students within the neighborhood elementary schools. The School Board proposes a renovation and addition to Buford Middle school, allowing it to serve a planned capacity of 1,050 students in grades six through eight. Pre-K will be centralized into one location at the Walker site, and fifth grade will move to the existing elementary schools.

**Discussion:** A plan to explore various design concepts with the citizens of Charlottesville was reviewed with the School Board at the May 21, 2021 School Board retreat, and again at a joint work session of the School Board and Charlottesville City Council on May 26, 2021. Potential scopes of work were developed and discussed over seven public meetings with the Community Design Team (CDT) and informed by numerous outreach and engagement efforts. The CDT's conceptual design recommendations were presented to a joint work session of the School Board and City Council on September 15, 2021.

Based on the results of the process noted above, the following is being recommended for approval:

- Grade level reconfiguration achieved by August of 2026
- A combination of demolition, construction, and heavy renovation at Buford resulting in approximately 187,000 square feet and based on the "Build in the Bowl" option
- Pre-K temporarily occupying 'Building A' of Walker in 2026
- New furniture to accommodate fifth grade students at the elementary schools
- A plan for a new Early Childhood Center to be built on the southern end of the Walker Campus that would be executed as soon as funding is available.

**Community Engagement:** The Community Design Team (CDT) held seven public meetings and engaged in numerous outreach and engagement efforts to gather input on potential development options.

**Alignment with City Council Vision and Priority Areas:** This project aligns with Goal 1 – An Inclusive Community of Self-sufficient Residents of the City’s Strategic Plan by meeting objective 1.1 to prepare students for academic and vocational success.

**Budgetary Impact:** Currently, the City’s 5 year CIP plan includes a \$50 million place holder in FY25 for the reconfiguration project. This resolution recommends approval to increase the budget placeholder from \$50 million to \$75 million with an anticipated construction start date of July 1, 2023. (Council should note that, if the anticipated construction start date is between July 1, 2023 and June 30, 2024, all of the necessary costs will need to be anticipated within the budget process for FY2024, based on final design and construction plans, and that budget process will commence in the Fall of 2022). Because this resolution only seeks Council approval to move forward with a design concept, there is no immediate budget impact—this is not an appropriation of public funding. Council will consider final approval of the project and the funding at a later date either through the annual budget appropriation process or by a separate resolution to appropriate the funds.

**Attachments:**  
VMDO Presentation



**RESOLUTION**  
**TO EXPRESS APPROVAL FOR THE CHARLOTTESVILLE CITY SCHOOL**  
**BOARD TO PROCEED WITH A DESIGN CONCEPT PROCESS FOR A**  
**SCHOOL RECONFIGURATION PROJECT**  
**(Projected Cost: \$75,000,000)**

**BE IT RESOLVED**, that the City of Charlottesville’s Five-Year Capital Improvement Plan (CIP) currently includes a funding placeholder in FY 2025 in the amount of only \$50 million for a School Reconfiguration project, to include the following schools: Walker Upper Elementary and Buford Middle School;

**BE IT FURTHER RESOLVED**, that through a public engagement and evaluation of several design options, design option 3.1 has been selected as the option that best meets the objectives of the project and is estimated to cost \$75 million dollars;

**NOW, THEREFORE, BE IT RESOLVED**, the Charlottesville City School Board is hereby authorized to proceed with obtaining conceptual design plans for a school configuration project, with the design to contemplate a projected cost of not more than \$75 million (inclusive of design, engineering, and construction costs, and standard contingencies). While the City awaits the results of the conceptual design process, the City’s CIP shall be updated for FY 2023 to reflect the \$75 million projected cost.

# October 4 City Council Meeting

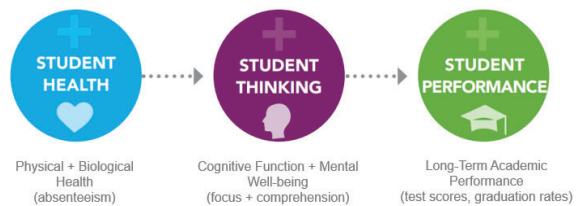
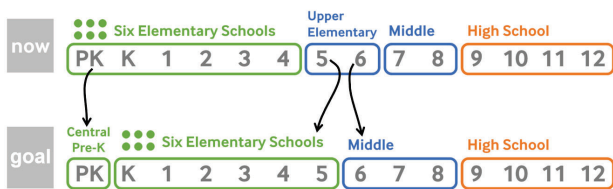
# School Reconfiguration

## Walker & Buford Re-Design

Exhibit A:  
Slides 1 - 45



VMDO



## Improve our system

redistribute grades across facilities to improve student experience



## Improve our facilities

redesign for our students, our educators, and our community

What is this project trying to do?

VMDO

10.04.2021  
City Council  
Information Item

2

# Better grouping of grades in better learning environments...

- **Investing in the right ages.**  
These grade levels are foundational to lifelong learning and achievement.
- **Middle school transitions are disruptive.**  
Reducing transitions at middle school will greatly improve the 6-8th grade experience and provide better continuity between grades/teachers.
- **Pre-K resources are scattered and limited.**  
Centralizing Pre-K will provide a more efficient use of early childhood resources across the district and allow for future expansion of the program.
- **Our learning spaces are from 1966.** Renovating learning spaces will better meet the specific needs of these age groups, improve indoor environmental quality, save energy and help meet city climate commitments, and help attract and retain teachers.

Why reconfiguration, why now?

VMDO

10.04.2021  
City Council  
Information Item

3

## ...Now

- **Our school buildings are obsolete.**  
CCS facilities are aging and lower quality than many surrounding districts. Our last major investment in school facilities was 47 years ago.
- **We said we would reconfigure.**  
It has been 13+ years since reconfiguration was first widely discussed and approved.
- **Time is money.**  
The more we delay, the more expensive reconfiguration becomes.
- **It's the best way to accommodate growth.**  
Reconfiguration is the least expensive way to create additional capacity at all CCS facilities.
- **Tomorrow is today.**  
Decisions we make today keep us on track to achieve reconfiguration in 2026.

Why reconfiguration, why now?

VMDO

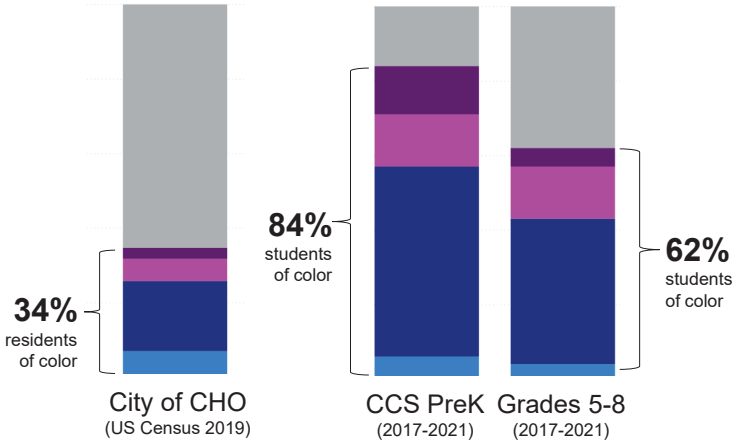
10.04.2021  
City Council  
Information Item

4

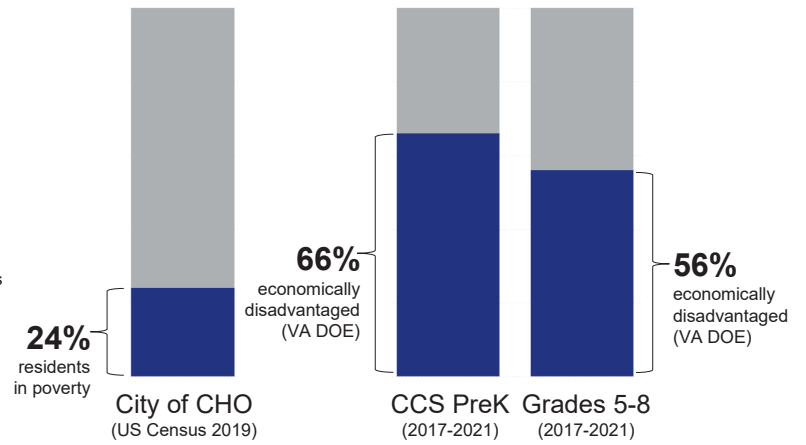




## Racial/Ethnic Diversity



## Socio-Economic Diversity



Who is this project for? Does it advance equity?

**VMDO**

10.04.2021  
City Council  
Information Item

5

**Set a big table.  
Put everything on it.  
Invite everyone.**

**Never assume that we  
know what a community  
will or won't accept.**

**Show new work publicly  
without advance copies.**

**Every solution we show  
will be wrong.**

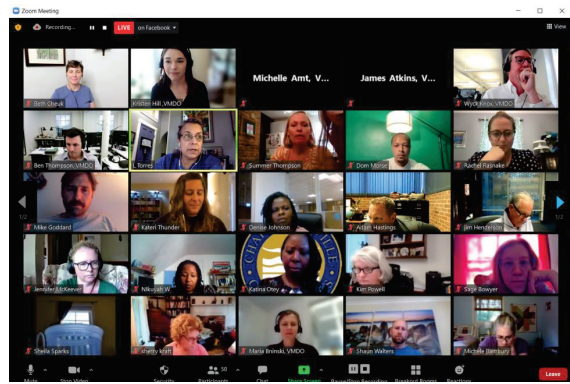


How we've worked

**VMDO**

10.04.2021  
City Council  
Information Item

6



## Virtual

- Central webpage
- Newsletter
- One-on-one interviews
- Surveys
- Project background video
- Text translation line
- Zoom CDT design charettes
- Facebook live streaming of meetings

## In-person

- Interactive building tours
- QR code postcards
- Outreach at community events
- Staff presentations
- Neighborhood walk & talks
- Buford summer school course
- Kids design activity

## Peer Engagers

- Peer-to- peer outreach, conversations, and presentation

## Engagement methods

VMDO

10.04.2021  
City Council  
Information Item

7

• TRANSFORMATIVE  
• INTEGRATED EDUCATIONAL ENVIRONMENT  
• MODEL EARLY CHILDHOOD CENTER  
• COMPREHENSIVE  
• STATE OF THE ART  
"THEY LOVE IT!"  
VIBRANT

• INCLUSIVE  
• SAFE  
• WELCOMING  
21<sup>ST</sup> CENTURY  
COMMUNITY  
ALL STUDENTS  
• FULL POTENTIAL  
COMING TOGETHER

the opportunity to design a state of the art school that can encourage innovation and creativity.

"early childhood: spaces are family-centered and promote parents as their child's first and best teacher"

building equity through reconfiguration

"Bridging the gap and meeting population that often goes unnoticed/ unheard where they are"

inviting spaces that promote health + well-being

new facilities that demonstrate that community cares about our kids

## What defines success?

- **Achieve reconfiguration** and make sure it really happens this time!
- **Prioritize the student experience** – inclusive, safe, and welcoming spaces where all students can thrive academically, socially, and emotionally
- **Community driven design** – continue to make sure all voices are included and being listened to

## What we've been hearing

VMDO

10.04.2021  
City Council  
Information Item

8





## What are the most important criteria to consider for selecting design schemes?

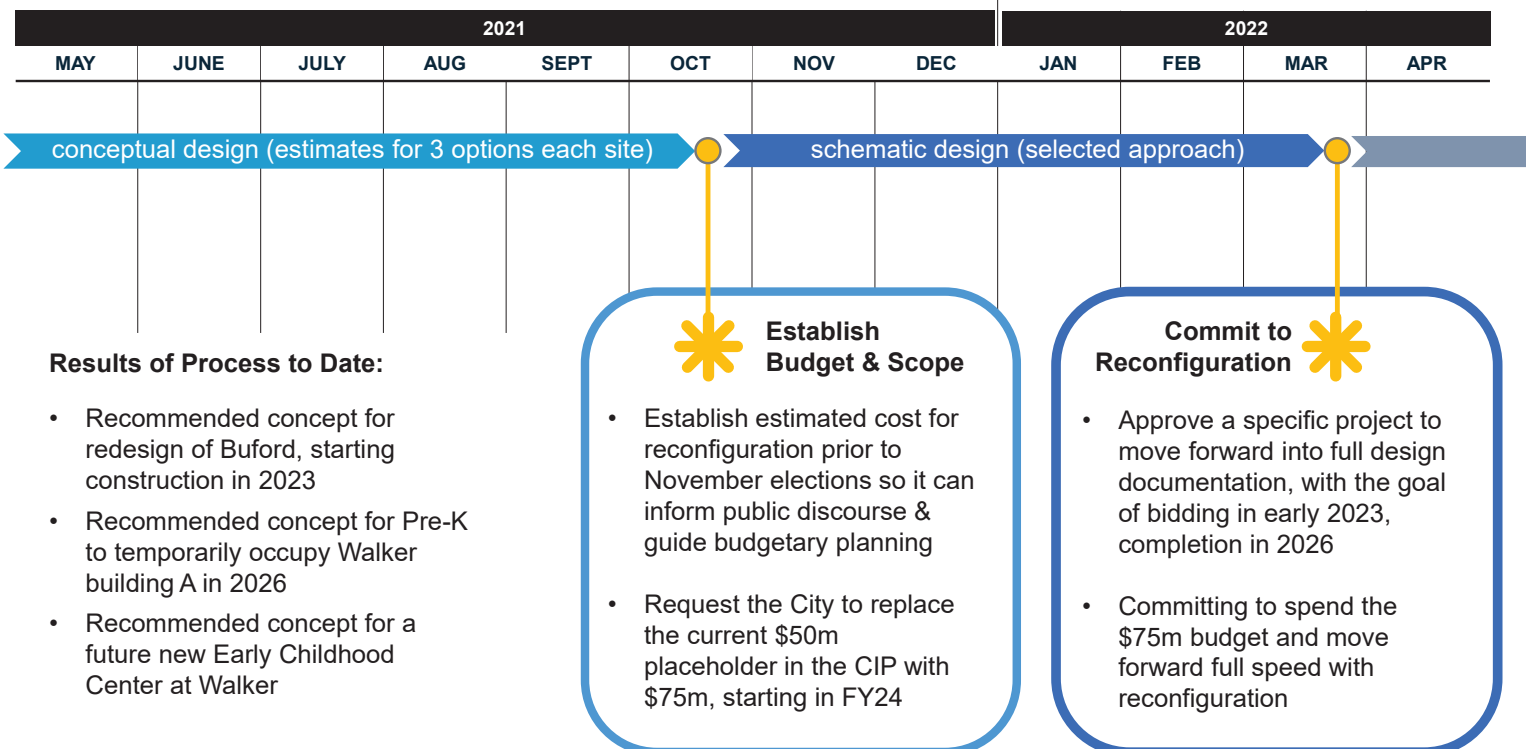
- Thorough renovation of any buildings to remain
- Square footage/ student
- Daylight & fresh air to classrooms
- Easy access to outdoor space
- Appropriately sized and defined learning communities

## What's important to community when making decisions

VMDO

10.04.2021  
City Council  
Information Item

9



## What must be decided, and when?

VMDO

10.04.2021  
City Council  
Information Item

10



## by 2026

**Walker Building “A” Temporary Pre-K Facility (minor renovations)**

**\$1.35M**



**5<sup>th</sup> Grade Furniture for Elementary Schools (Pre-K furniture moves to Walker)**

**\$425K**



**Buford Option 3 with Heavy Renovation of Buildings A & B**

**\$73M**

**\$74.78M**



## after 2026

**New Early Childhood Center at Walker**

**\$22.3M\***

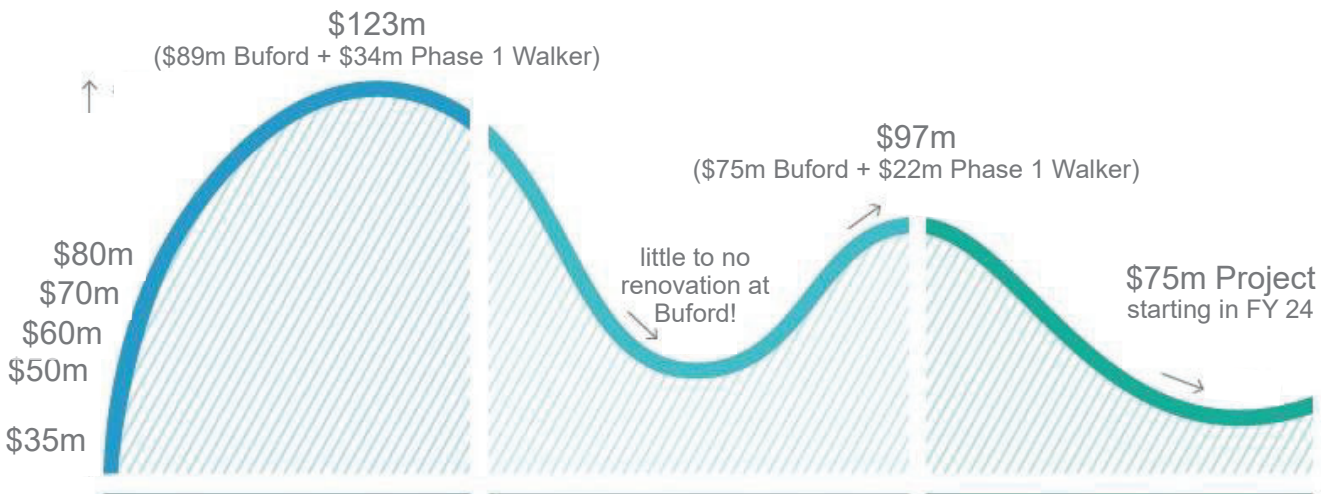
\* current dollars, inflation expected to add \$1M a year

Bottom line: Budget request from CDT

**VMDO**

10.04.2021  
City Council  
Information Item

11



**Discover**

**Define**

**Design-to**

From the RFP: “discover, define, and design-to the City’s needs”

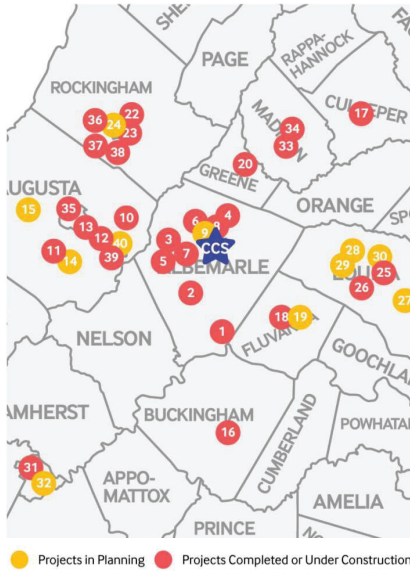
Design process and options explored

**VMDO**

10.04.2021  
City Council  
Information Item

12

Recent and planned public school construction projects in neighboring districts represent **over \$700m** of investment in public school facilities since 2011.



## Virginia Public Schools Procurements in 2021

Loudon County	new middle school	<b>\$80m</b>
Hanover County	new elementary	<b>\$40m</b>
Goochland County	new elementary	<b>\$60m</b>
Frederick County	reno / add to high school	<b>\$73m</b>
Buchanan County	new high school	<b>\$90m</b>
Richmond City	new high school	<b>\$100m</b>
Alexandria City	new high school	<b>\$149m</b>
Stafford County	new high school	<b>\$142m</b>
Fredericksburg City	new middle	<i>not released</i>

### What other districts are spending



10.04.2021  
City Council  
Information Item



**If funded solely via real estate taxes, the project will require a five-cent increase.**

OR

**1% special sales tax, which requires approval by General Assembly & Charlottesville voters**

### What is required in new tax revenue?



10.04.2021  
City Council  
Information Item





2026 - ?  
Temporary home  
of CCS Preschool

Walker Site 2026



2026 - ?  
Temporary home  
of CCS Preschool

Renovate & Repurpose  
Building "B"

Demolish  
Building "C"

Walker – Build Center to South while Building "A" is Occupied





Walker Site – Early Childhood Center Proposal

**VMDO**

10.04.2021  
City Council  
Information Item



Walker Site – Proposed Two-Story Early Childhood Center

**VMDO**

10.04.2021  
City Council  
Information Item



# Upper Level Cutaway Plan



- Academics
- Arts
- Auxiliary
- Movement
- Admin
- Building Support

EC Center – Upper Level with walkout access to courtyards



10.04.2021  
City Council  
Information Item 19

# Lower Level Cutaway Plan



- Academics
- Arts
- Auxiliary
- Movement
- Admin
- Building Support

EC Center – Lower Level at Rose Hill Entry Landscape



10.04.2021  
City Council  
Information Item 20





Walker Building "C"

Crow Pool

Walker Site - Rose Hill Drive Entry Today

**VMDO**

10.04.2021  
City Council  
Information Item

21



New Early  
Childhood Center

Crow Pool

To Rose  
Hill Drive

Walker Site– Proposed Rose Hill Drive Entrance

**VMDO**

10.04.2021  
City Council  
Information Item

22





Walker Site – Proposed Rose Hill Drive Entrance

**VMDO**

10.04.2021  
City Council  
Information Item

23



Addition Connects Entry Landscape to Upper Courtyards

**VMDO**

10.04.2021  
City Council  
Information Item

24





**Building B**

**Building C**

Walker Site - Blacktop / Courtyard Today

**VMDO**

10.04.2021  
City Council  
Information Item

25



**Connector**

**New Addition**

**Renovated  
Building B**

Walker Site – Proposed Play & Learn Courtyard

**VMDO**

10.04.2021  
City Council  
Information Item

26





Walker Site – Connector Between New & Renovated Areas

**VMDO**

10.04.2021  
City Council  
Information Item



Buford Site – Existing

**VMDO**

10.04.2021  
City Council  
Information Item



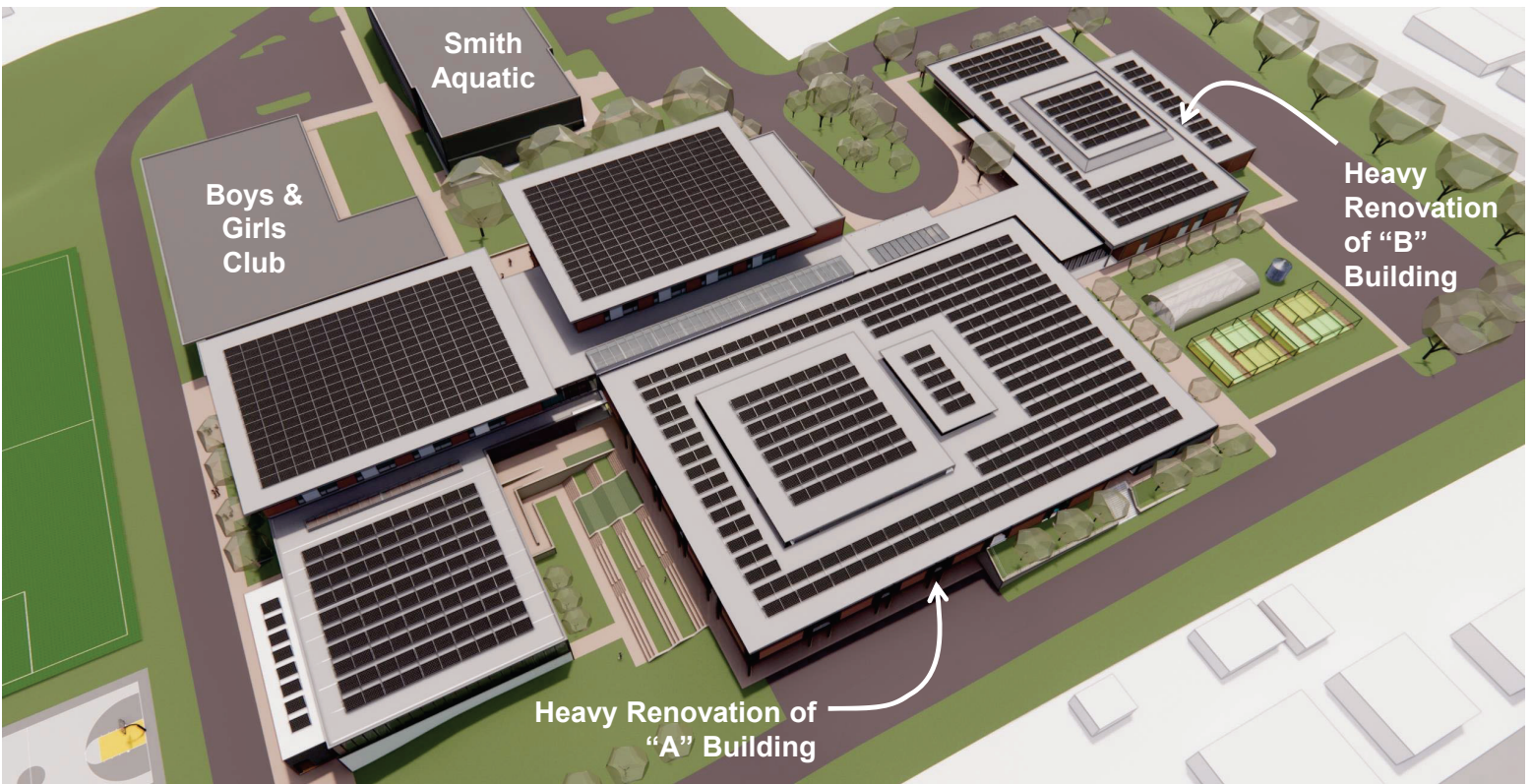


Buford Site – Proposed

**VMDO**

10.04.2021  
City Council  
Information Item

29



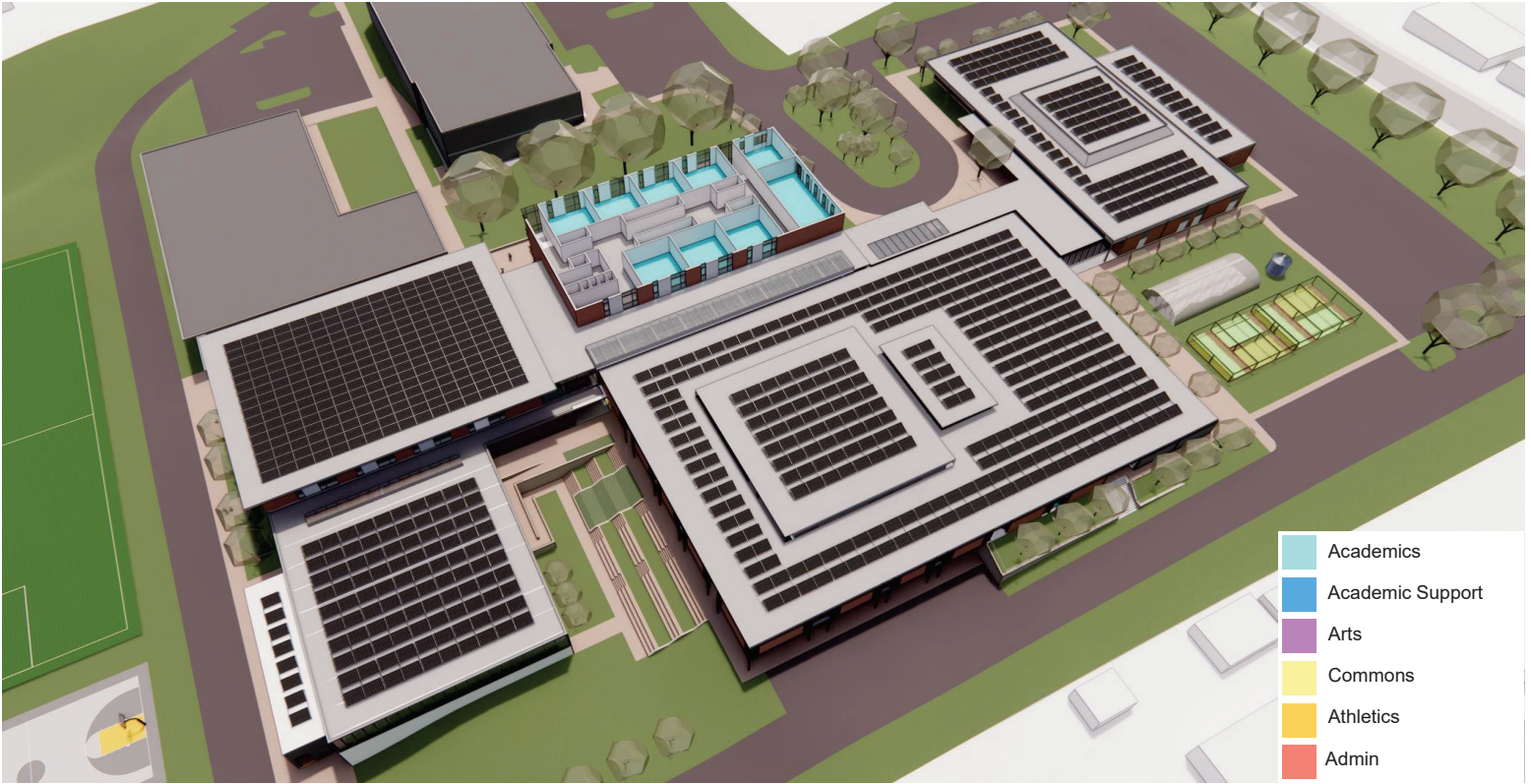
Buford Site – Proposed Roof Plan. View from southeast.

**VMDO**

10.04.2021  
City Council  
Information Item

30





Buford Site – Upper Level Floor Plan

**VMDO**

10.04.2021  
City Council  
Information Item

31



Buford Site – Entry Level Floor Plan

**VMDO**

10.04.2021  
City Council  
Information Item

32



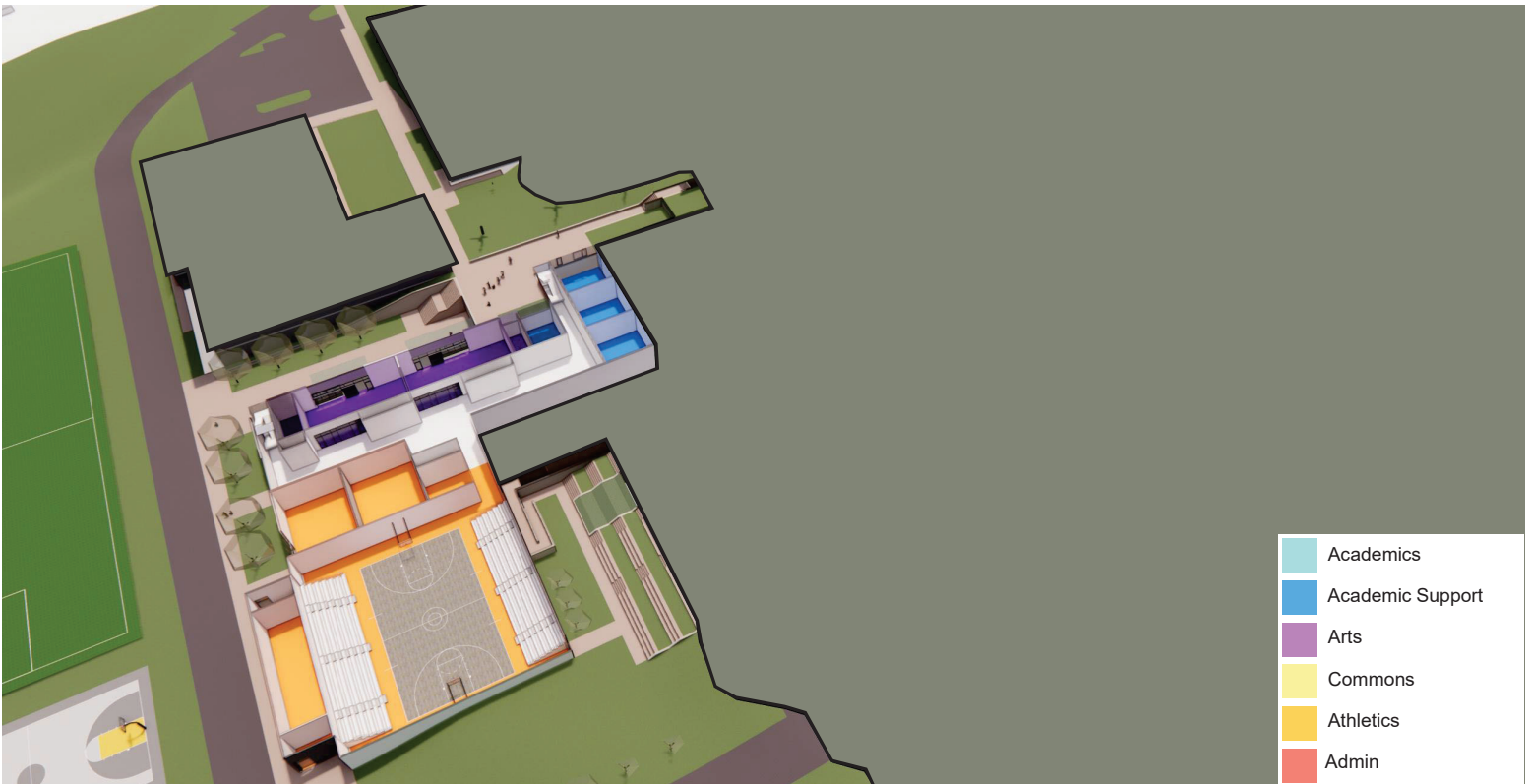


- Academics
- Academic Support
- Arts
- Cafeteria / Commons
- Athletics
- Admin

Buford Site – Cafeteria Level Floor Plan

**VMDO**

10.04.2021  
City Council  
Information Item



- Academics
- Academic Support
- Arts
- Commons
- Athletics
- Admin

Buford Site – Field Level Floor Plan

**VMDO**

10.04.2021  
City Council  
Information Item





Buford Site – Existing Building Entry

**VMDO**

10.04.2021  
City Council  
Information Item

35



Buford Site – New Building Entry

**VMDO**

10.04.2021  
City Council  
Information Item

36





Buford – Existing entry at lower level and connection to gym

**VMDO**

10.04.2021  
City Council  
Information Item

37



Buford Site – Cut-away view of new circulation space

**VMDO**

10.04.2021  
City Council  
Information Item

38





Buford – Inviting spaces to connect all students, entry level

**VMDO**

10.04.2021  
City Council  
Information Item

39



Buford – Academic commons, cafeteria level.

**VMDO**

10.04.2021  
City Council  
Information Item

40





Buford Site – Existing circulation space

**VMDO**

10.04.2021  
City Council  
Information Item

41



Buford – Outdoor space between cafeteria level & field level

**VMDO**

10.04.2021  
City Council  
Information Item

42





Buford Site – Existing underutilized outdoor space

**VMDO**

10.04.2021  
City Council  
Information Item

43



Buford – Art and project spaces, field level.

**VMDO**

10.04.2021  
City Council  
Information Item

44



Following over thirteen years of community discussion, the Charlottesville City Schools (CCS) School Board reaffirms the need to reconfigure the present allocation of grades in the elementary and middle schools, and to modernize the facilities on the Walker and Buford campuses, in order to further academic and equity goals. Currently, students in CCS transition from six neighborhood elementary schools to Walker Upper Elementary for grades five and six, and transition again to Buford Middle School for grades seven and eight before transitioning to Charlottesville High School for grade nine through twelve. Pre-K is available to a limited number of income and special needs qualified students within the neighborhood elementary schools. The School Board proposes a renovation and addition to Buford Middle school, allowing it to serve a planned capacity of 1,050 students in grades six through eight. Pre-K will be centralized into one location at the Walker site, and fifth grade will move to the existing elementary schools.

A plan to explore various design concepts with the citizens of Charlottesville was reviewed with the School Board at the May 21, 2021, School Board retreat, and again at a joint work session of the School Board and Charlottesville City Council on May 26, 2021. Potential scopes of work were developed and discussed over seven public meetings with the Community Design Team (CDT) and informed by numerous outreach and engagement efforts. The CDT's conceptual design recommendations were presented to a joint work session of the School Board and City Council on September 15, 2021. This recommendation includes:

- Grade level reconfiguration achieved by August of 2026
- A combination of demolition, construction, and heavy renovation at Buford resulting in approximately 187,000 square feet and based on the "Build in the Bowl" option
- Pre-K temporarily occupying "Building A" of Walker in 2026
- New furniture to accommodate fifth grade students at the elementary schools
- A plan for a new Early Childhood Center, based on the "Rose Hill Drive" option, to be built on the southern end of the Walker Campus that would be executed as soon as funding is available.

These recommendations were also presented as "Exhibit A" to the School Board as an information/action item on September 23, 2021. Having carefully reviewed the extensive input from the CDT, the design consultant, CCS and City staff, and the community, I move that the School Board approve the recommendation of the CDT as generally described in Exhibit A.

By approving this motion, the School Board approves the following:

- A proposed scope of work and budget to achieve reconfiguration by August of 2026.
- A request that the City replace the Fifty million dollar reconfiguration placeholder in the Capital Improvement Plan (CIP) in FY 2025 with a Seventy-five million dollar total project budget, anticipating a construction start in FY 2024. If the stated reconfiguration is funded solely by real estate taxes, the School Board understands this would require a 5 cent increase.
- A request that the City plan for CIP funding of the Early Childhood Center as soon as possible, with a target date of FY 2027.

School Board Resolution, passed unanimously on 9/23/2021

V M D O

10.04.2021  
City Council  
Information Item

45