



City Council Meeting Agenda

October 6, 2025

City Hall Council Chamber
605 E. Main St.
Charlottesville, VA 22902

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

4:00 PM Opening Session

I. Call to Order/Roll Call

II. Agenda Approval

III. Reports

1. Presentation: FY 2027 Budget Development Kick-off
2. Budget Brief: Budget Brief: Public Safety
3. Report: Charlottesville Area Alliance

5:30 PM Closed Meeting (if called)

6:30 PM Business Session

IV. Moment of Silence

V. Announcements

VI. Recognitions/Proclamations

- Proclamation: Alzheimer's Awareness Month
- Proclamation: Support Your Local Chamber of Commerce Day

VII. Community Matters

Public comment for up to 16 speakers (limit 3 minutes per speaker). Preregistration available for first 8 spaces at <https://www.charlottesville.gov/692/Request-to-Speak>; speakers announced by Noon on meeting day (9:00 a.m. sign-up deadline). Additional public comment at end of meeting. Comments on Public Hearing items are heard during the public hearing only.

VIII. Consent Agenda*

The consent agenda consists of routine, non-controversial items whereby all items are passed with a single motion and vote. Individuals speaking during Community Matters may address items on the Consent Agenda.

4. Minutes: August 18 regular meeting, September 2 regular meeting, September 11 special meeting
5. Resolution: Resolution Appropriating Charlottesville/Albemarle Adult Recovery Court Grant Award in the amount of \$240,000 (2nd reading)
6. Resolution: Resolution to Appropriate the Victim Witness Grant - \$299,672 (2nd reading)
7. Resolution: Resolution to appropriate funding from the Virginia Department of Housing and Community Development, Housing Opportunities for Persons with AIDS/HIV (HOPWA) Grant 25-HOPWA-303 in the amount of \$392,582 (2nd reading)
8. Resolution: Resolution Appropriating Community Flood Preparedness Fund Grant Award in the amount of \$400,000 (2nd reading)

9. Resolution: Resolution for Special Exception Build-To Requirement (1107 Myrtle Street)
10. Resolution: Resolution to appropriate funding from the Virginia Department of Housing and Community Development FY2026 CoC Capacity Building Funds - \$25,000 (1 of 2 readings)
11. Resolution: Resolution authorizing the Charlottesville Fire Department to donate Self-Contained Breathing Apparatus (SCBA) equipment to CATEC for its Fire Training Program
12. Resolution: Resolution to Appropriate Albemarle County's Human Services Fund for Community Attention Youth Internship Program (CAYIP) - \$60,000 (1 of 2 readings)
13. Resolution: Resolution to Appropriate Funds from the Virginia Risk Sharing Association - \$18,238.84 (1 of 2 readings)
14. Resolution: Resolution authorizing payment to Kokosing Construction Company, Inc for bridge repair contract claim (1 of 2 readings)

IX. City Manager Report

- Report: City Manager Report
- Report: Social Services Advisory Board Annual Report to City Council

X. Action Items

15. Public Hearing/Res.: Public Hearing and Resolution Approving Lease Agreement with Cultivate Charlottesville
16. Public Hearing/Res.: Public Hearing and Resolution to Approve Amendment of Lease Agreement with International Rescue Committee
17. Public Hearing/Res.: Resolution to allocate \$7,950,000 of Capital Improvement Program (CIP) Contingency Funds (1 of 2 readings; public hearing on 2nd reading)
18. Ordinance: Ordinance to establish a Franchise Agreement with Cogent Fiber LLC (f/k/a Sprint)
19. Ordinance: Ordinance for Temporary Easement to Rivanna Water and Sewer Authority at Heyward Community Forest for use during Reservoir Pool Raise Project
20. Resolution: Resolution Authorizing Purchase of 2000 Holiday Drive

XI. General Business

21. Written Report: Bennett's Village Project Report to City Council
22. Discussion: Legislative Agenda Discussion - Part 2

XII. Community Matters (2)

XIII. Adjournment

MEETING GUIDELINES

- This is an in-person meeting with an option for the public to participate electronically by registering in advance for the Zoom webinar at www.charlottesville.gov/zoom. The meeting may also be viewed on the City's streaming platforms and local government Channel 10. Individuals with disabilities who require assistance or special arrangements to participate in the public meeting may call (434) 987-1267 or submit a request via email to ada@charlottesville.gov. The City of Charlottesville requests that you provide 48 hours' notice so that proper arrangements may be made.
- The presiding officer shall ensure that individuals address their comments to City Council at appropriate times, in accordance with the meeting agenda and Council's Rules of Procedure.
- No person who is not a member of the city council shall orally address it until leave to do so has been granted by the city council or until invited to do so by the mayor. (City Code sec.2-71)
- Remarks and actions that disrupt the progress of the Council meeting, and remarks from persons other than councilors, the City Manager, the City Attorney, or a presenter for an Agenda Item are not permitted.
- The presiding officer shall call an individual to order, including a councilor, when that individual goes afoul of these rules. The following are examples of remarks and behavior that are not permitted:
 - i. Interrupting a speaker who is addressing Council at the speaker's microphone, or interrupting a speaker who has otherwise been invited to address Council during Community Matters or a Public Hearing
 - ii. Interrupting a councilor who is speaking
 - iii. Shouting, and talking (either individually or in concert with others) in a manner that prevents a speaker or a Councilor from being heard or that otherwise hinders the progress of the meeting
 - iv. Blocking paths for emergency exit from the meeting room; engaging in any conduct that prevents a member of the audience from seeing or hearing councilors during a meeting; standing on chairs or tables within the Council meeting room
 - v. Threats or incitement of violence toward councilors, City staff or members of the public
 - vi. Engaging in conduct that is a criminal offense under the City Code or the Virginia Code
 - vii. Campaigning for elected office
 - viii. Promotion of private business ventures
 - ix. Using profanity or vulgarity
 - x. Personal attacks against Councilors, City staff or members of the public
 - xi. Behavior which tends to intimidate others
- During a City Council meeting the presiding officer shall have control of the Council Chambers and the connecting halls and corridors within City Hall, and any other venue where a Council meeting is being held. In case of any conduct described above, the presiding officer may take measures deemed appropriate, including but not limited to suspending the meeting until order is restored, ordering areas to be cleared by the Sergeant at Arms, or requiring any individual to exit the meeting room and adjacent premises (connecting halls and corridors.)

Policy Briefing Summary

City Council



Regarding:	FY 2027 Budget Development Kick-off
Staff Contact(s):	Samuel Sanders, Jr., City Manager
Presenter:	Krisy Hammill, Director of Budget
Date of Proposed Action:	October 6, 2025

Issue

Budget development for the 2027 fiscal year is beginning.

Background / Rule

In March of each year, the City Manager formally presents a proposed budget for the next fiscal year to City Council and the public. This is followed by a series of public hearings, work sessions, a community budget forum and a final vote on the budget no later than April 15th. This presentation will mark the beginning of the FY 2027 budget development process and discussions.

Analysis

The City Manager is required to present a balanced proposed budget to the City Council by no later than March 15th of each year.

Financial Impact

This presentation itself does not present any budgetary impacts but instead will kick off the FY 2027 budget development process by detailing the dates and deliverables for the FY 2027 budget.

Recommendation

This is a presentation only.

Recommended Motion (if Applicable)

No motion required.

Attachments

1. Budget Kick-off- October 6, 2025



Budget Development Kick-Off

FY 2027 Budget Development

October 6, 2025

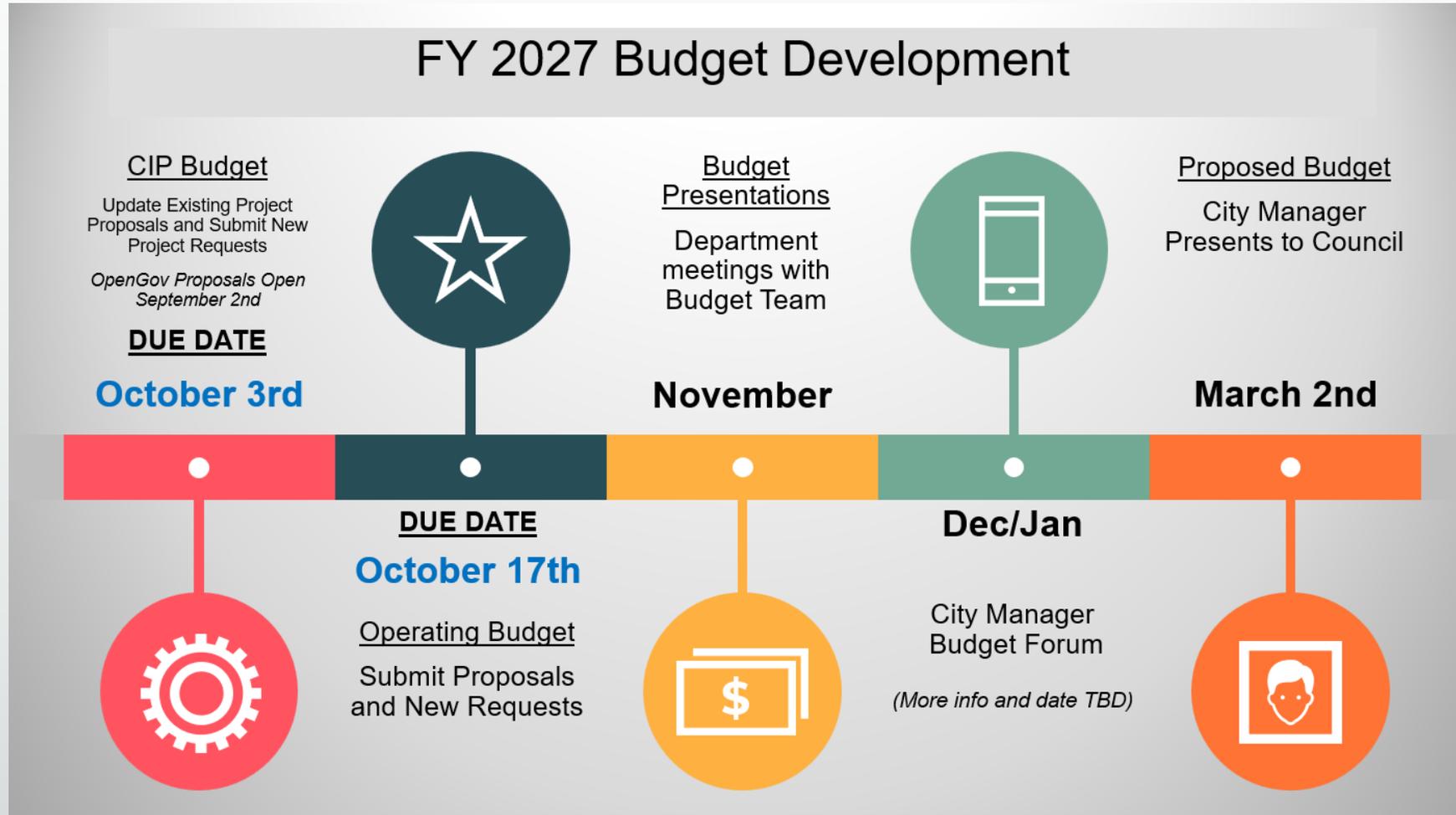


Agenda

- **Staff Budget Development Timeline**
- **Budget Work Sessions**
- **Key Dates**
- **CIP Process**
- **Council Priority Budget Drivers**
- **Long-Term Forecast**
- **Budget Information and Resources**
- **Questions, Comments, Concerns**



Budget Development Timeline – Staff





City Council and School Board Meetings



SAVE THE DATES

Joint Meeting – Budget Priorities Discussion

December 18, 2025

Walker School Cafeteria

5:00 pm

Joint Meeting – School Board Budget
Preview

February 9, 2026

Time and Location TBD



Budget Briefings

Public Safety – October 6, 2025

Transportation – November 3, 2025

Affordable Housing – December 1, 2025



City Manager Budget Forum

Come share your ideas with the City Manager about how to best use City resources for the upcoming budget year.

Dates and Location TBD



Community Budget Forum

SAVE THE DATE

Community Budget Forum

March 19, 2026

City Space, 6:00PM



Come share your ideas with City Council about how to best use City resources for the upcoming budget year.



Budget Work Sessions

March 5

Budget Work Session #1

(FY27 Revenues & Expenditures)

March 12

Budget Work Session #2

(Outside and Non-Profit Agencies)

March 26

Budget Work Session #3

(Capital Improvement Program)

April 2

Budget Work Session #4

(Budget Wrap-up)



Key Dates

- **January 30** - Tax Rate Advertisement Decision
- **March 2**- Proposed City and Adopted School Budgets Presented to Council
- **March 16**- First Tax Rate Public Hearing
- **April 6**- Second Public Hearing Budget and Tax Rate
- **April 9**- Second Reading and Approval



Important Budget Dates

Work Sessions

March 5

March 12

March 26

April 2

Public Hearings

March 16
(Tax Rates)

April 7
(Budget)

Community Budget Forum

March 19

Budget Adoption

April 9



Capital Projects Budget Process

Planning Commission Work Session <i>FY27-31 Capital Improvement Program</i>	November 25, 2025	5:00 PM	City Space
Planning Commission Public Hearing <i>FY27-31 Capital Improvement Program</i>	December 9, 2025	6:30 PM	Council Chamber

Opportunities for the Planning Commission and the Public to review and provide feedback on a draft of the 5-year CIP Plan for FY 2027 - 2031



Council Priority Budget Drivers

Transportation

Affordable Housing

City Schools



Long-Term Forecast

	FY2026 Budget	FY2027 Projection	FY2028 Projection	FY2029 Projection	FY2030 Projection	FY2027 Growth
Property Tax	134,850,925	138,263,832	144,811,868	153,133,939	161,951,867	2.5%
Other Taxes	54,198,353	54,198,353	56,044,607	58,038,018	60,123,760	0.0%
Fees and Fines	24,764,955	25,042,666	25,326,510	25,616,650	25,913,251	1.1%
Intergovernmental	37,624,693	38,047,645	38,481,232	38,925,733	39,381,432	1.1%
Other Revenue	13,809,520	13,809,520	13,809,520	13,809,520	13,809,520	0.0%
Total Revenue	\$265,248,446	\$269,362,016	\$278,473,738	\$289,523,860	\$301,179,830	1.6%
Cash Compensation	55,900,344	57,231,686	58,440,198	59,674,796	60,936,060	2.4%
Benefits	28,982,094	31,395,083	33,911,732	36,566,682	39,340,685	8.3%
Schools Contribution	79,081,294	83,035,359	87,187,127	91,546,483	96,123,807	5.0%
Operating and Other Expenses	77,854,780	79,767,213	81,727,456	83,736,706	85,796,186	2.5%
Capital and Debt Service	23,429,934	24,552,054	25,727,972	26,960,270	28,251,655	4.8%
Total Expenditure	\$265,248,446	\$275,981,394	\$286,994,485	\$298,484,937	\$310,448,394	4.0%
Surplus/Deficit	\$0	(\$6,619,378)	(\$8,520,747)	(\$8,961,077)	(\$9,268,564)	
<i>Budget Variance</i>		-2.5%	-3.1%	-3.1%	-3.1%	

FY2027 Key Assumptions

3.5% real property assessment growth

Reduced personal property revenue to \$14.5M based on YTD information

Flat growth for non-property tax revenue (e.g., sales tax, meals tax, lodging tax)

Minimal growth in non-tax revenue (approximately 1.0%)

Only step increase (no payscale adjustments) except where agreements are in place

15.0% growth in health benefits (to build up the reserve)

Compensation increase + 3.0% growth for pension contributions based on historical trends and the City's 80% funding goal

5.0% increase for schools contribution

Inflationary growth (2.5%) for non-personnel operating costs

Historical growth (4.8%) for capital and debt service



Budget Information and Resources

Check out our Website!
www.Charlottesville.gov/budget



Questions, Comments, Concerns

Policy Briefing Summary

City Council



Regarding:	Budget Brief: Public Safety
Staff Contact(s):	Samuel Sanders, Jr., City Manager, John Oprandy, Emergency Management Coordinator
Presenter:	Samuel Sanders, Jr., City Manager, John Oprandy, Emergency Management Coordinator
Date of Proposed Action:	October 6, 2025

Issue

Background / Rule

In preparation for the FY27 Fiscal Year Budget, the City Manager will provide a preview of categorized budget matters — Public Safety, Transportation, and Affordable Housing — in three successive presentations in October, November, and December. The discussion points will focus on expected operational and fiscal changes that will impact the budget. This is an opportunity for Council to gain an understanding of what will drive the formation of the draft balanced budget as required. The City Manager's Proposed Budget is scheduled for presentation to Council on March 2, 2026.

This briefing will focus on public safety, to include police, fire, and emergency management.

Analysis

Financial Impact

The presentation will discuss potential budget requests and needs for FY 2027.

Recommendation

This is a presentation only.

Recommended Motion (if Applicable)

No motion required.

Attachments

1. 2025-10-06_City Council Work Session EM Update

An aerial photograph of Charlottesville, Virginia, showing a mix of urban buildings, green spaces, and a large stadium with a distinctive white, tent-like roof structure in the foreground. The background features rolling mountains under a clear sky. The text 'Charlottesville' is overlaid in a white, cursive font on a dark blue horizontal band at the top of the image.

Charlottesville

Emergency Management

10.06.2025

Emergency Management

3-month workplan

- **Complete review of emergency plans and procedures**
 - **Continuity (COOP) Planning**
 - **Emergency Operations Plan (EOP)**
 - **Legal procedures & authorities for EM**
- **Budget Planning & FY2027 Budget Request**
- **Emergency Management Framework**
 - **Clarify Roles & Expectations of staff**
 - **Publish training schedule/opportunities**
 - **Schedule Emergency Operations Center (EOC) drill/exercise for 2027.**





Charlottesville

Policy Briefing Summary

City Council



Regarding:	Charlottesville Area Alliance
Staff Contact(s):	Misty Graves, Director of Human Services
Presenter:	Misty Graves, Director of Human Services
Date of Proposed Action:	October 6, 2025

Issue

This is the 10th year of the Charlottesville Area Alliance and the City of Charlottesville is a charter member.

Background / Rule

The Charlottesville Area Alliance (CAA) is a regional organization whose primary purpose is to provide leadership and development for an age-friendly community through education, advocacy, engagement, planning and evaluation. The City of Charlottesville is a charter member of the CAA. Partnering member organizations create an age-friendly community by developing a common understanding of the needs and issues, developing policy recommendations, and joining together to encourage the implementation by government, nonprofit organizations, the general public and businesses. The Charlottesville Area Alliance (CAA) is a coalition made up of non-profits, government agencies, housing, and health care institutions that aim to lead the advancement of an age-friendly community in the Thomas Jefferson Area continuum of care. An age-friendly community is defined as one that “enables people of all ages to actively participate in community activities and treats everyone with respect, regardless of their age. It is a place that makes it easy for older people to stay connected to people that are important to them” (World Health Organization).

Analysis

The Alliance focuses on the impact of buildings and outdoor spaces; transportation; housing; social participation; civic participation and employment; communication and information; and community support and health services to promote an age-friendly community. The report will provide an overview of this year's activities and accomplishments.

Financial Impact

None

Recommendation

Receive the report as presented.

Recommended Motion (if Applicable)

N/A

Attachments

None

CITY OF CHARLOTTESVILLE



Proclamation

Alzheimer's Awareness Month 2025

WHEREAS Alzheimer's disease is a progressive, degenerative brain disease, tragically robbing individuals of their memories; and

WHEREAS in Virginia, over 165,000 people have Alzheimer's or related dementia; and in the United States, there are more than 7 million people living with Alzheimer's disease; and

WHEREAS nearly two-thirds of those with Alzheimer's disease are women and Alzheimer's is the 6th leading cause of death in the United States, killing more than breast cancer and prostate cancer combined; and

WHEREAS the Alzheimer's Association is the world's leading voluntary health organization in Alzheimer's care, support and research, with the vision of a world without Alzheimer's disease; and

WHEREAS the annual Walk to End Alzheimer's offers everyone the opportunity to get involved in the fight; and

WHEREAS, as the city of Charlottesville offers its support to those living with Alzheimer's disease, we also recognize those who care and provide for them, sharing their loved one's emotional, physical, and financial strains. We honor their compassion, remember those we have lost, and press toward the next great scientific breakthrough;

NOW, THEREFORE, the Charlottesville City Council proclaims October 2025 to be **Alzheimer's Awareness Month**. We call upon all residents to show their support for Walk to End Alzheimer's Charlottesville on Sunday, October 26, as well as other activities that bring awareness and understanding to Alzheimer's.

Signed and dated this 6th day of October 2025.

Juandiego Wade, Mayor

Kyna Thomas, Clerk

CITY OF CHARLOTTESVILLE



Proclamation

Support Your Local Chamber of Commerce Day October 15, 2025

WHEREAS the Charlottesville Regional Chamber of Commerce, founded in 1913, has for more than a century served as a vital institution in strengthening the fabric of our local economy; and

WHEREAS today the Chamber is comprised of more than 600 members representing enterprises in the City of Charlottesville, the Counties of Albemarle, Augusta, Fluvanna, Greene, Louisa, Nelson, and Orange, as well as other localities across the Commonwealth of Virginia; and

WHEREAS the Chamber serves as a convener, catalyst, and champion for the business community, fostering collaboration and innovation to support both established enterprises and emerging entrepreneurs; and

WHEREAS the Chamber provides a forum for businesses to connect, share resources, and advocate for policies that promote economic growth and community well-being; and

WHEREAS the Chamber's leadership is exemplified by Andrea Copeland, President and Chief Executive Officer, who in 2025 was honored with the Virginia Business Magazine's *Women in Leadership Award* in recognition of her professional excellence, civic engagement, and leadership in breaking barriers—particularly as the first Black President and CEO in the Chamber's 112-year history; and

WHEREAS strong local businesses create jobs, expand opportunities, and invest in the future of Charlottesville and its residents; and

WHEREAS "Support Your Local Chamber of Commerce Day" offers an opportunity for all residents to recognize and celebrate the Chamber's leadership in advancing prosperity, inclusion, and community vitality;

NOW, THEREFORE, BE IT PROCLAIMED, that the Council of the City of Charlottesville hereby recognizes **October 15, 2025, as Support Your Local Chamber of Commerce Day** in the City of Charlottesville and encourages all residents to join in celebrating and supporting the work of the Charlottesville Regional Chamber of Commerce.

Signed and sealed this 6th day of October 2025.

Mayor

Clerk of Council



CHARLOTTESVILLE CITY COUNCIL MEETING MINUTES
August 18, 2025 at 4:00 PM
Council Chamber

The Charlottesville City Council held a regular meeting on Monday, August 18, 2025. Mayor Juandiego Wade called the meeting to order, and Clerk of Council Kyna Thomas called the roll, noting all councilors present: Mayor Juandiego Wade, Vice Mayor Brian Pinkston and Councilors Natalie Oschrin, Michael Payne and Lloyd Snook.

On motion by Snook, seconded by Oschrin, Council unanimously adopted the meeting agenda.

REPORTS

1. REPORT: Charlottesville Albemarle Convention and Visitors Bureau (CACVB) Report

Courtney Cacatian, CACVB Executive Director, introduced board members and provided an annual update on the Bureau's activities and outcomes. Also included was an overview of the CACVB rebranding effort currently underway and the planned events related to the VA250 (Virginia's 250th anniversary) and Downtown Mall 50th anniversary.

2. REPORT: Jefferson-Madison Regional Library (JMRL) Report

David Plunkett, Library Director, introduced Council-appointed board representative Meredith Cole, and he presented data and performance measures for the library organization and services, as well as some historical information about the library. The City of Charlottesville, as a participating locality, supports JMRL through its annual budget process. For Fiscal Year 2026, the City Council approved an investment of roughly \$2.4 million in the general fund and has earmarked future fiscal year capital improvement plan (CIP) investments starting in Fiscal Year 2026 for renovations to the Central Library Branch located in Downtown Charlottesville in partnership with facility co-owner Albemarle County. Mr. Plunkett addressed recent renovations such as adding a new chiller and renovating restrooms to make them ADA accessible.

The two library branches within the city are the Central Library Branch (<https://jmrl.org/central>) and the Gordon Avenue Library Branch (<https://jmrl.org/gordon>). The Library Board also has three (3) representatives for the City who are appointed by City Council.

JMRL's service area includes the City of Charlottesville and the Counties of Albemarle, Louisa, Nelson, and Greene. The library currently serves over 200,000 residents, and it has eight locations, including the Bookmobile. With combined holdings of 500,000 items, the library circulates over 1,600,000 items annually. Library users can access online databases and downloadable books 24 hours a day, 365 days a year.

3. REPORT: Strategic Outcome Area Report - Economic Prosperity

Deputy City Manager Ashley Marshall provided an update on the City of Charlottesville's Strategic Plan goal of economic prosperity. The Economic Prosperity strategic outcome area states, "Charlottesville develops strategies and economic development opportunities that drive economic prosperity for all."

The report provided an update on the work accomplished by the Office of Economic Development and the Office of Social Equity, specifically focused on economic prosperity. It also reported progress that the Office of Economic Development has made in its strategic plan, which focuses on economic mobility and opportunity, and was also incorporated into the Charlottesville Strategic Outcome Areas & Strategies (<https://www.charlottesville.gov/DocumentCenter/View/13805/Strategic-Outcome-Book-Print>).

CLOSED MEETING

On motion by Pinkston, seconded by Snook, Council voted unanimously to convene in a closed meeting as authorized by the Virginia Freedom of Information Act, Virginia Code Section 2.2-3711(A)(1) for discussion and consideration of prospective candidates to be appointed to the following boards and/or committees: Charlottesville Affordable Housing Fund Committee; Citizen Transportation Advisory Committee; Community Development Block Grant & Home Taskforce; Housing Advisory Committee; Jaunt Advisory Board; Jefferson-Madison Regional Library Board; Local Building Code Board of Appeals; Minority Business Commission; Personnel Appeals Board; Piedmont Family YMCA Board of Directors; Planning Commission; Police Civilian Oversight Board; Retirement Commission; Sister Cities Commission; Social Services Advisory Board; SPCA Board of Directors; Towing Advisory Board; Tree Commission; Vendor Appeals Board; and Youth Council.

On motion by Pinkston, seconded by Payne, Council voted 5-0 (Ayes: Oschrin, Payne, Pinkston, Snook, Wade; Noes: none) to certify the closed meeting.

On motion by Pinkston, seconded by Payne, Council by a vote of 5-0 (Ayes: Oschrin, Payne, Pinkston, Snook, Wade; Noes: none) approved the following appointments to boards and commissions.

- Citizen Transportation Advisory Committee (CTAC): Yong Yeol Ahn
- Community Development Block Grant (CDBG) & HOME Taskforce: Kayla Theel, Public Service Program
- Housing Advisory Committee: Rich Bard, Affordable Housing Beneficiary
- Jaunt Advisory Board: Christine Appert, Steven Johnson, Chris Cullinan
- Jefferson-Madison Regional Library Board: Meredith Cole
- Local Building Code Board of Appeals: Ted Horn, Zach Snider
- Planning Commission: Danny Yoder
- Retirement Commission: Casey Parker
- Sister Cities Commission: John Mason, Bonita Patton, Kristen Petros de Guex
- SPCA Board of Directors: Sena Magill; rescinding Chris Cullinan.
- Tree Commission: Worthy Martin, Shea Wales
- Youth Council: Lila Castleman, Lyric Cooper, Kimora Williams

BUSINESS SESSION

The business session of the meeting began with a moment of silence.

ANNOUNCEMENTS

Councilor Oschrin announced a public survey about the Three Notch'd Trail Pathway and encouraged the public to provide feedback.

RECOGNITIONS/PROCLAMATIONS

- **PROCLAMATION: Women's Equality Day - August 26**

Councilor Oschrin read a proclamation acknowledging August 26 as Women's Equality Day. Lisa Hilgartner from the League of Women Voters, and Charlotte Gibson from Charlottesville NOW, accepted the proclamation with remarks.

COMMUNITY MATTERS

Mayor Wade opened the floor for comments from the public.

1. Betsy Roettger, city resident, spoke about a proposed student housing development on West Main Street up the hill from the Westhaven neighborhood, being discussed at the Board of Architectural Review the following day. She shared suggestions to prevent potential problems and barriers, given past negative consequences of city decisions such as those that led to the razing of Vinegar Hill.
2. Carla Manno, member of the Parks and Recreation Advisory Board, expressed concern with board members holding positions on the Cville Parks Foundation.
3. Jacob Woods, property owner on Avon Street, spoke about the loss of street parking with the proposed preferred design alternative for the Avon Street Streetscape Project, scheduled for discussion later in the meeting, and the disproportionate negative impact on a vulnerable population heavily dependent on car transportation. He suggested alternatives for redesign to protect parking, bicyclists and pedestrians.
4. Jackie Temkin, business owner in the city, spoke about concerns with Parks and Recreation and the new Parks and Recreation Foundation's scope. She expressed concern about the need for more programming for children.
5. Alicia Lenahan, county resident, spoke about a resolution recommended to City Council to address federal overreach.
6. James Hingeley, Albemarle County resident, announced a free event on September 5th to commemorate the 75th Anniversary of the Gregory Swanson Case decision in Charlottesville. Gregory Swanson filed and won a federal lawsuit to gain admission in 1950 to the University of Virginia law school after being denied by the UVA Board of Rectors. He was the first African American student admitted to the University of Virginia, to a segregated college in Virginia and in the Southern United States.
7. Lily West, President and CEO of the UVA Alumni Association, spoke about the building project at Alumni Hall, funded separately from the University of Virginia, and being considered later in the meeting.
8. Kevin Cox, city resident, spoke about various city projects and about sight distance at 2nd Street and Elliott Avenue, where he recommended a marked crosswalk.
9. Wendy Gao, a community organizer with PHAR (Public Housing Association of Residents), spoke about the proposed new development up the hill from the Westhaven neighborhood. She commented about the encroachment of large developments on the 10th and Page neighborhood, and intentional urban design to overshadow African American residents.
10. Nettie Caldwell(?) expressed concerns about the Avon Street Streetscape Project eliminating parking for families that require more than one car, households where people may have health conditions, and in an area that already has restricted parking.
11. Sophia Morero, spoke in opposition to the proposed 11-story building on West Main Street near the Westhaven neighborhood, citing negative impacts to Black and Brown neighbors with a building overshadowing the neighborhood.
12. Mark Denison, city resident and member of the Parks and Recreation Advisory Board, expressed concern about the Parks and Recreation Foundation. He announced the Parks and Recreation Advisory Board meeting.
13. Hannah, city resident, spoke in opposition to the Avon Street Streetscape Project, expressing safety concerns and concerns about losing parking in an area that already has restricted parking. She mentioned that a previous request to convert single-family homes to duplexes was denied by the City for lack of parking spaces.

14. Don Gathers, city resident, shared concerns about the sewer line replacement project in the 10th & Page neighborhood, and the lack of notification. He recommended that Council require a tax repayment before funds are given to the UVA Alumni Association. Regarding the PCOB, he expressed concerns about the current state of the board with a lack of enough members for a quorum.
15. Joe, city resident, member of PHAR and recent graduate of the UVA School of Architecture, spoke in opposition to the proposed 11-story building on West Main Street near the Westhaven neighborhood, citing a deepening distrust between UVA and historically Black neighborhoods regarding housing. She stated that this project excludes the surrounding neighborhoods of Westhaven, Fifeville, and 10th & Page from one of Charlottesville’s central corridors.
16. Stacey Rush, Community Coordinator with PHAR, spoke about the entrapment that Westhaven residents feel with the proposal of an 11-story development on West Main Street. She spoke about adverse impacts to the Westhaven neighborhood, including public safety and mental health concerns.

CONSENT AGENDA

Clerk Thomas read the following Consent Agenda items into the record, and on motion by Pinkston, seconded by Snook, Council unanimously adopted the Consent Agenda (Ayes: Oschrin, Payne, Pinkston, Snook, Wade; Noes: none).

4. RESOLUTION appropriating \$60,000 for Virginia Department of Education (VDOE) Special Nutrition Program - Summer Food Service Program (2nd reading)

**RESOLUTION APPROPRIATING FUNDS FOR
Virginia Department of Education Special Nutrition Program Summer Food Service
Program**

WHEREAS, the City of Charlottesville, through Parks and Recreation, has received approval for reimbursement up to \$60,000 from the Virginia Department of Education Special Nutrition Program to provide free breakfast and lunch to children attending summer camp programs; and

WHEREAS the grant award covers the period from period June 16, 2025 through October 31, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that by the Council of the City of Charlottesville, Virginia, which the sum of \$60,000, received from the Virginia Department of Education Special Nutrition Program, is hereby appropriated in the following manner:

Revenue – \$60,000 Fund:

209	Internal Order: 1900603	G/L Account: 430120
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Expenditures - \$60,000

Fund: 209	Internal Order: 1900603	G/L Account: 530670
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BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$250,000 from the Virginia Department of Education Special Nutrition Program.

5. RESOLUTION to Transfer Additional Funds for Electric School Buses in the amount of \$10,032 (layover)
6. RESOLUTION Appropriating Opioid Abatement Authority Cooperative Partnership Grant for Fiscal

Year 2026 to OAR (Offender Aid and Restoration) for Expanded Specialty Docket Services - \$13,504.43 (layover)

7. RESOLUTION Appropriating Virginia Department of Social Services Temporary Aid to Needy Families Grant - \$69,312.67 (layover)
8. RESOLUTION to appropriate funds from the Virginia Department of Housing and Community Development- Virginia Homeless Solutions Program in the amount of \$440,885 (layover)
9. RESOLUTION Authorizing the Refund of Business License Tax and Business Tangible Personal Property Tax

AUTHORIZING A REFUND OF \$30,642.52 TO A TAXPAYING ENTITY OR BUSINESS, FOR BUSINESS LICENSE TAX AND BUSINESS TANGIBLE PERSONAL PROPERTY TAX PAID IN ERROR FOR 2023, 2024, AND 2025

WHEREAS, the Commissioner of the Revenue for the City of Charlottesville, Virginia (“COR”), has determined that a taxpaying entity or business paid 2023, 2024, and 2025 Business License Tax and Business Tangible Personal Property Tax to the City of Charlottesville, Virginia (“City”), in error; and

WHEREAS, that taxpaying entity or business has requested a refund of the amount paid in error; and

WHEREAS, the COR has certified that a refund of taxes paid is due in the amount of \$30,642.52; and

WHEREAS, City Code Section 30-6(b) requires City Council approval for any tax refund exceeding \$10,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Charlottesville, Virginia, that it hereby approves and adopts this Resolution authorizing the City Treasurer to issue a refund of \$30,642.52 payable to that taxpaying entity or business.

CITY MANAGER REPORT

City Manager Samuel Sanders, Jr., introduced Heather Hilliard, new Director of the Emergency Communications Center, who shared a little of her background.

- **FY26 City Manager's Work Plan**

Mr. Sanders reviewed his Work Plan themes for 2024 and 2025, then previewed his FY 2026 Work Plan.

ACTION ITEMS

10. **PUBLIC HEARING and RESOLUTION for the Consolidated Annual Performance and Evaluation Report (CAPER) for the Program Year 2024-25 Community Development Block Grants and HOME Investment Partnerships Programs (layover)**

Anthony Warn introduced the item and requested guidance from Council.

Mayor Wade opened the public hearing. With no speakers the public hearing closed. Council unanimously agreed to carry this item to the September 2nd meeting for a second reading and vote on the Consent Agenda.

11. RESOLUTION to Identify a Final Preferred Design Alternative for the Avon Street Streetscape Project

Ben Chambers, Transportation Planning Manager, presented the request involving multimodal improvements on Avon Street. VDOT recommended selection of Alternative B, which includes the loss of parking spaces in the area.

After clarifying questions from Council, Mayor Wade entertained a motion from Pinkston to approve the resolution to implement Alternative B. Seconded by Oschrin, the motion passed by a vote of 5-0 (Ayes: Oschrin, Payne, Pinkston, Snook, Wade; Noes: none).

Councilor Snook noted the need to add “pedestrian” in front of bridge in the last sentence of the resolution.

Councilors discussed the cultural impact of losing parking spaces for residents in the area, and a shift in policymaking.

RESOLUTION Supporting Alternative B for UPC 124020 (Avon Street Multi Modal Improvements Project)

WHEREAS, in 2023, a project to improve pedestrian and bicycle connectivity at the City/County boundary on Avon Street was submitted as a SMART SCALE project by the Charlottesville-Albemarle (“Project”); and

WHEREAS, the Project’s initial design, which became the basis for Alternative A, included a new sidewalk on the west side of Avon between Moore’s Creek and Druid Avenue, unprotected bike lanes, and crossings and a new pedestrian bridge to facilitate connections to a new shared path south of Moore’s Creek;

WHEREAS, the anticipated cost associated with retaining walls and limited utility of the new sidewalk lead to the development of a different design, known as Alternative B, which replaced the new sidewalk and unprotected bike lanes with a single shared use path, transversing the entire east side of the Project; and

WHEREAS, a Citizen Information Meeting (“CIM”) was held on May 8, 2025, at Monticello High School; and

WHEREAS, twenty-seven (27) community members attended the CIM and their top concerns where: loss of parking; speeding; intersection safety and sight lines; and pedestrian crossings; and

WHEREAS, out of the Project’s three options (Alternatives A and B and a “No Build” Alternative), Alternative B was the preferred alternative; and

WHEREAS, based on design analysis and public feedback, the Virginia Department of Transportation (“VDOT”) recommends City Council adopt a Resolution of Support for selecting Alternative B as the Project’s preferred design option; and

WHEREAS, additionally, VDOT recommends City Council, in its Resolution of Support, acknowledge and approve the loss of on-site street parking and accept ownership of the proposed pedestrian bridge caused/created by the Project improvements in Alternative B.

NOW, THEREFORE, BE IT RESOLVED, that the City of Charlottesville Council hereby respectfully approves moving forward with Alternative B for the Project; and

BE IT FURTHER RESOLVED that City Council acknowledges and approves the Project’s loss of parking as detailed in the CIM transcript from the CIM on May 8, 2024; and

BE IT FINALLY RESOLVED that City Council acknowledges that the City takes full ownership of the proposed pedestrian bridge over Moore’s Creek.

12. RESOLUTION Authorizing Revenue Bond Financing on Behalf of the Alumni Association of the University of Virginia (layover)

Chris Engel, Director of Economic Development, present the request.

He stated that the Alumni Association made a qualified request to the CEDA for bond financing. The EDA, acting as a conduit of the funds, held a public hearing and forwarded the recommendation to City Council as required.

Councilors asked clarifying questions about the process, tax-exempt status of the organization, public use of the facility.

On motion by Snook, seconded by Pinkston, Council by a vote of 4-1 approved the resolution authorizing revenue bond financing on behalf of the Alumni Association of the University of Virginia (Ayes: Oschrein, Pinkston, Snook, Wade; Noes: Payne,). Councilor Payne opposed and listed a number of reasons.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTESVILLE, VIRGINIA REGARDING THE APPROVAL OF ISSUANCE OF BONDS BY THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF CHARLOTTESVILLE, VIRGINIA FOR THE BENEFIT OF ALUMNI ASSOCIATION OF THE UNIVERSITY OF VIRGINIA

WHEREAS, the Economic Development Authority of the City of Charlottesville, Virginia (the "Authority") is empowered by the Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2 of the Code of Virginia of 1950, as amended (the "Act") issue its revenue bonds to finance facilities for the Commonwealth of Virginia (the "Commonwealth") and its agencies, and governmental and nonprofit organizations (other than organizations organized and operated exclusively for religious purposes) which are described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and which are exempt from federal income taxation pursuant to Section 501(a) of the Code, thereby promoting the safety, health, welfare, convenience, and prosperity of the residents of the Commonwealth;

WHEREAS, the Authority has approved the application of Alumni Association of the University of Virginia, a Virginia nonstock corporation (the "Organization"), whose primary business

address is 211 Emmet St S, Charlottesville, Virginia 22903, requesting that the Authority issue up to \$50,000,000 of its revenue bonds in one or more series at one time or from time to time (the "Bonds");

WHEREAS, the Authority will loan the proceeds of the Bonds to the Organization to finance and refinance all or a portion of the costs associated with the projects described below:

(1) The financing and refinancing of (a) the demolition and removal of the existing structure and fixtures of Alumni Hall, located at 211 Emmet Street S, Charlottesville, Virginia 22903, and (b) the design, engineering, constructing and equipping of a replacement Alumni Hall, which is expected to be approximately two stories high, and also includes equipment and fixtures related thereto; and

(2) The financing, if and as needed, of capitalized interest on the Bonds, costs of issuance related to the issuance of the Bonds, working capital, other capital expenditures and other related costs (collectively (1) and (2), the "Plan of Finance");

WHEREAS, following notice given as required by Section 147(f) of the Code and Section 15.2-4906 of the Act, the Authority held a public hearing on August 12, 2025, regarding the Plan of Finance and issuance of the Bonds as required by Section 147(f) of the Code and Section 15.2-4906 of the Act;

WHEREAS, Section 147(f) of the Code provides that the governmental unit having jurisdiction over the issuer of private activity bonds and over the area in which any facility financed with the proceeds of private activity bonds is located must approve the issuance of the Bonds and Section 15.2-4906 of the Act sets forth the procedure for such approval;

WHEREAS, the Authority issues its bonds on behalf of the City of Charlottesville, Virginia (the "City"), and the facilities to be financed and refinanced with the proceeds of the Bonds are located in the City and the City Council of the City (the "City Council"), constitutes the highest elected governmental unit of the City;

WHEREAS, in accordance with Section 15.2-4906 of the Act, the Authority has recommended that the City Council approve the Plan of Finance and the issuance of the Bonds, solely to the extent required by Section 147(f) of the Code and Section 15.2-4906 of the Act; and

WHEREAS, a copy of the Authority's inducement resolution approving the issuance of the Bonds, subject to the terms to be agreed upon, and a certificate of the public hearing have been filed with the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTESVILLE, VIRGINIA AS FOLLOWS:

1. Subject to paragraph (2) below, the City Council hereby approves the issuance of the Bonds, in an aggregate principal amount up to \$50,000,000, by the Authority for the benefit of the Organization, solely to the extent required by Section 147(f) of the Code and Section 15.2-4906 of the Act, to permit the Authority to assist in accomplishing the Plan of Finance.
2. The approval of the issuance of the Bonds by the City Council does not constitute an endorsement to a prospective purchaser of the Bonds of the creditworthiness of the Plan of Finance or the Organization, the economic viability of the facilities to be financed as part of

the Plan of Finance, or any other matters relating to the Bonds, the facilities to be financed or refinanced with the proceeds of the Bonds, or the Plan of Finance. The Bonds shall not constitute a debt, liability or obligation of the City. In accordance with the Act, the Bonds shall not be deemed to constitute a debt or a pledge of the faith and credit or taxing power of the Commonwealth or any political subdivision thereof, including the Authority and the City. The Bonds shall provide that neither the Commonwealth, nor any political subdivision thereof, including the City and the Authority, shall be obligated to pay the principal of or interest on the Bonds or other costs incident thereto except from the revenues and moneys pledged therefor by the Organization.

3. This resolution shall take effect immediately upon its adoption.

GENERAL BUSINESS

13. WRITTEN REPORT: Land Use and Environmental Planning Committee Semi-Annual Report

Councilor Payne expressed concerns that as the only body for planning between UVA and the City of Charlottesville, the report contained no meeting minutes to show what was discussed or decided. This item was a written report. The report was accepted as submitted.

COMMUNITY MATTERS (2)

Mayor Wade opened the floor for comments:

- Jacob Woods, city resident, spoke about parking alternative ideas for residents who will have lost parking following Council's approval of Alternative B of the Avon Street Streetscape Project design. He made several recommendations for working with the county and residents to come up with solutions to enhance parking and green space in the neighborhood.

On motion by Pinkston, seconded by Oschrin, Council voted 5-0 to adjourn the meeting at 9:08 p.m.

BY Order of City Council

BY Kyna Thomas, Clerk of Council

Date Adopted: _____

Certified: _____



CHARLOTTESVILLE CITY COUNCIL MEETING MINUTES
September 2, 2025 at 4:00 PM
Council Chamber

The Charlottesville City Council held a regular meeting on Tuesday, September 2, 2025. Mayor Juandiego Wade called the meeting to order at 4:05 p.m., and Clerk of Council Kyna Thomas called the roll, noting all councilors present: Mayor Juandiego Wade, Vice Mayor Brian Pinkston and Councilors Natalie Oschrin, Michael Payne and Lloyd Snook.

On motion by Pinkston, seconded by Snook, Council unanimously adopted the meeting agenda.

REPORTS

1. REPORT: Sister Cities Commission

Edward Herring, Chair of the Sister Cities Commission, presented the annual report. He reviewed activities from each sister city and announced an upcoming delegation visit to Friendship City Huehuetenango, Guatemala.

2. REPORT: Blue Ridge Juvenile Detention Center

Jay Boland, Director of the Blue Ridge Juvenile Detention Center, presented the report, emphasizing their mission of “Promoting Public Safety Through Structured Rehabilitation and Community Reintegration”. The Blue Ridge Juvenile Detention Center (BRJD) opened for operations in July of 2022. They serve juveniles aged 10 to 17 in five jurisdictions: City of Charlottesville, County of Albemarle, County of Culpeper, County of Fluvanna, and the County of Greene. Mr. Boland highlighted information about the facility, education program, mental health services, medical services, post-dispositional programs, and community partners.

3. REPORT: Historic Resources Committee (2025-2026 Work Plan)

Julie Basic, Historic Resources Committee (HRC) Chair and Jeff Werner, Historic Preservation and Design Planner, presented a report on the Historic Resources Committee. The committee’s mission is: “To advocate for historic preservation; to promote an appreciation of local historic resources, both tangible and intangible; and to encourage and coordinate, with appropriate municipal agencies, civic organizations, institutions and individual scholars, the documentation and interpretation of local history.

Ms. Basic highlighted the importance of the Historic Resources Committee:

- Citizen-led group appointed by City Council to share insight, input, and concerns regarding historic resources.
- Diverse group with individual expertise; unique experiences and careers; and variety of qualifications
- Serves as sounding board for Preservation staff
- Assists Preservation and Design staff with projects and tasks
- Assist other City departments with historic resource concerns
- Available to receive public comments about preservation issues
- Informs and educates the community about the City’s history and its historic and cultural resources.
- On behalf of the City, collaborates with other historical-minded organizations

She reviewed a list of projects and activities from the past five years, along with current projects, and advised what the HRC needs to accomplish the City’s Preservation goals.

With no closed meeting, Mayor Wade recessed the meeting from 5:23 p.m. to 6:30 p.m.

BUSINESS SESSION

The business session of the meeting began with a moment of silence.

RECOGNITIONS/PROCLAMATIONS

- **RECOGNITION: Charlottesville High School Boys Varsity Tennis State Champions (Second Straight Year)**

Mayor Wade presented a Certificate of Achievement to the Charlottesville High School Boys Varsity Tennis State Championship Team. Andy Jones, Director of Student Activities at Charlottesville High School, made remarks commending the students for their love of sport, their dedication, and the good example that they set for camaraderie.

ANNOUNCEMENTS

Mayor Wade announced the Charlottesville Albemarle NAACP Freedom Fund Banquet on September 19,

Vice Mayor Pinkston announced Charlottesville Twelve Day on September 8, as recognized by City Schools to commemorate 66 years since twelve black students bravely integrated the all-white Venable Elementary (now Trailblazer Elementary) and Lane High School in 1959.

Councilor Oschrin announced an upcoming community walk on September 14 in JPA. She also announced the September 27 Loop de Ville event.

COMMUNITY MATTERS

Mayor Wade opened the floor for comments from the public.

1. Bethany Robinson spoke in opposition to the Ordinance on Camping and Storage on City Property under consideration listed later on the agenda, and questioned to whom the ordinance would apply.
2. Mary Joy Scala, city resident representing Preservation Piedmont, asked Council to deny the Certificate of Appropriateness for demolition of 1301 Wertland Street.
3. Jeffrey E. Fogel, city resident, spoke against criminalization of the unhoused community.
4. Don Gathers, city resident, spoke in opposition to the Ordinance on Camping and Storage on City Property under consideration later on the agenda.
5. Anna Malo, city resident, spoke in opposition to the Ordinance on Camping and Storage on City Property under consideration later on the agenda, and in opposition to criminalizing homelessness.
6. Joshua Balleu, city resident, spoke about his experience with homelessness while working, and reasons why people may be homeless. He spoke in opposition to the Ordinance on Camping and Storage on City Property under consideration later on the agenda.
7. Genevieve Keller, city resident, spoke in support of preserving Wertenbaker House and denying the appeal of the Board of Architectural Review (BAR) denial of a Certificate of Appropriateness for demolition. She also spoke in opposition to the student housing development proposed near Westhaven.
8. Joy Johnson, city resident, spoke in support of 10th and Page and Westhaven residents, in opposition to the proposed 12-story student housing development, and in support of affordable housing.
9. Jessica Jackson, property owner in Charlottesville, posed questions for Council to ask the police chief when considering the Camping Ordinance. She implored the city to focus on providing adequate

housing.

10. Christopher Hall, city resident, spoke about his experience with homelessness, about his work in the human services field, and in opposition to the Ordinance on Camping and Storage on City Property.
11. Greer Achembach, Executive Director for the Friends of Downtown Charlottesville, spoke in support of the Ordinance on Camping and Storage on City Property and suggested that camping should not be on the Downtown Mall, although there should be a designated location for camping.
12. Rev. Dr. Arthur Long, Jr., spoke about reasons besides homeless individuals for struggling businesses on the Downtown Mall, and about homelessness as a result of failing to meet people's needs.
13. Alex Joyner, Co-Chair of IMPACT Charlottesville and local pastor, spoke about the proposed Ordinance on Camping and Storage on City Property, and addressing homelessness with respect. He asked what new thing will be put in place to give people hope who have no home. He asked for compassion in enforcing the ordinance.
14. Jordan McNanshen(?), non-city resident, spoke of his experience with homelessness. He commented in support of a designated camping area and stated that the camping ordinance does not propose an alternate camping location. He stated that not passing the ordinance would allow homeless people more autonomy.
15. Dr. Jean Katherin Gray, speaking as a business owner, asked about businesses working together to create solutions to improve the community and address homelessness.
16. Shayla Washington, Executive Director of the Blue Ridge Area Coalition for the Homeless (BRACH) and city resident, spoke in opposition to the proposed Ordinance on Camping and Storage on City Property. She shared personal experience with homelessness. On behalf of BRACH, she requested delaying consideration of the ordinance, designating certain city-owned spaces for camping, and participating in a working group to develop solutions.

CONSENT AGENDA

Clerk Thomas read the following Consent Agenda items into the record, and on motion by Snook, seconded by Pinkston, Council unanimously adopted the Consent Agenda (Ayes: Oschrin, Payne, Pinkston, Snook, Wade; Noes: none).

4. MINUTES: July 7, July 21 and August 4 regular meetings; August 6 joint meeting with the Charlottesville Redevelopment and Housing Authority; August 15-16 Council retreat
5. RESOLUTION to Transfer Additional Funds for Electric School Buses in the amount of \$10,032 (2nd reading)

RESOLUTION

Appropriation of Climate Initiative Funds to Support Electric School Bus Acquisition in the amount of \$10,032

WHEREAS, the Council of the City of Charlottesville appropriated \$420,000 in anticipated rebates funding from the US Environmental Protection Agency (EPA) Clean School Bus Program on August 19, 2024; and

WHEREAS, two (2) Electric School Buses (ESBs) have been purchased with a combination of annual school bus acquisition funds and the anticipated funding from the rebates; and

WHEREAS, the maximum allowable rebate amount established by EPA to support inclusion of a

wheelchair lift for one of the ESBs was \$20,000; and

WHEREAS, the actual cost of the wheelchair lift component was for the lesser amount of \$9,968 and therefore the rebate payment received was \$10,032 less than what was appropriated; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville that Climate Action Initiative Funds in the amount of \$10,032 are hereby transferred, in the following manner:

Revenues

\$10,032 Fund: 106 I/O: 2200076 G/L Account: 498426

Expenditures

\$10,032 Fund: 106 I/O: 2200076 G/L Account: 599999

Transfer

\$10,032 Fund: 426 I/O: 1000028 G/L Account: 561426

- 6. RESOLUTION Appropriating Opioid Abatement Authority Cooperative Partnership Grant for Fiscal Year 2026 to OAR (Offender Aid and Restoration) for Expanded Specialty Docket Services - \$13,504.43 (2nd reading)

RESOLUTION

Resolution Appropriating Opioid Abatement Authority Cooperative Partnership Grant COOP540106-0A01 for Fiscal Year 2026 to OAR for Expanded Specialty Docket Services \$13,504.43

WHEREAS the Opioid Abatement Authority of Virginia awarded a Cooperative Partnership Grant for the Expansion of Specialty Docket Services in the amount of \$13,504.43 to the City of Charlottesville to fund expanded Specialty Docket services in Charlottesville, Albemarle, Nelson, Fluvanna, Orange, and Madison; and

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

WHEREAS, the grant award covers July 1, 2025, through June 30, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$13,504.43, received as a grant from the Opioid Abatement Authority of Virginia and as matching funds from Nelson, Fluvanna, Orange, and Madison, is hereby appropriated in the following manner:

Revenues: \$13,504.43

Amount	Fund	Order	GL Code
\$13,504.43	214	1900574	440040 Legal Settlements

Expenditures: \$13,504.43

Amount	Fund	Order	GL Code
\$13,504.43	214	1900574	540369 Grant Pass-Thru

Expenditures

\$440,885

Fund 209

Order 1900611

G/L 530550 Contractual Services

BE IT FURTHER RESOLVED that this appropriation is conditioned upon receipt of \$440,885 in funds from the Virginia Department of Housing and Community Development.

9. RESOLUTION for the Consolidated Annual Performance and Evaluation Report (CAPER) for the Program Year 2024-25 Community Development Block Grants and HOME Investment Partnerships Programs (2nd reading)

RESOLUTION

Resolution to Approve the Consolidated Annual Performance and Evaluation Report (CAPER) for the Program Year 2024-25 Community Development Block Grants and HOME Investment Partnerships Programs

WHEREAS the City of Charlottesville has been designated as an Entitlement Community by the United States Department of Housing and Urban Development (“HUD”) and as such is a recipient of federal funds through HUD’s Community Development Block Grant (“CDBG”) & HOME Investment Partnerships (“HOME”) programs; and

WHEREAS the City is a contributing member of the Thomas Jefferson HOME Consortium (“TJHC”) in partnership with the counties of Albemarle, Fluvanna, Greene, Louisa and Nelson, and through the Consortium shares in the benefits of participation in HUD’s HOME program; and

WHEREAS City Council approved 5-Year Consolidated Plan covering program years 2023-2027 at a public hearing held on May 1, 2023 (#R-23-065) and the associated 1-Year Annual Action Plan (“AAP”) for program year 2024-25 at a public hearing on June 3, 2024 (#R-24-060); and

WHEREAS HUD requires all localities receiving HUD funds to report on their annual accomplishments at the end of each program year through the CAPER;

NOW, THEREFORE, BE IT RESOLVED that the City Council of Charlottesville, Virginia, hereby approves the city’s Program Year 2024-25 CAPER report, as presented here before us.

10. RESOLUTION to Appropriate Grant Funds from the Anne and Gene Worrell Foundation for the C.A.Y.I.P. (Community Attention Youth Internship Program) in the amount of \$42,480 (layover)
11. RESOLUTION to appropriate Virginia Juvenile Community Crime Control Act Grant (VJCCCA) - \$452,704 (layover)
12. RESOLUTION to appropriate Virginia State Police FY 26 HEAT Equipment Reimbursement Funding - \$10,000 (layover)
13. RESOLUTION to Appropriate \$25,680 from the Virginia Department of Criminal Justice Services 2026 JAG Law Enforcement Equipment Grant (layover)

CITY MANAGER REPORT

Mr. Sanders introduced John Oprandy as the new Emergency Management Coordinator. Mr. Oprandy made remarks.

City Attorney John Maddux commented on the White v. Charlottesville zoning case and negotiations with law firm Gentry Locke.

- **REPORT: Human Services Update**

Misty Graves, Director, presented an update on Department of Human Services programs and operations.

ACTION ITEMS

14. APPEAL RESOLUTION: Appeal of Board of Architectural Review (BAR) denial of a Certificate of Appropriateness for demolition of a Contributing Structure (BAR #HST 25-0068) at 1301 Wertland Street

Jeffrey Werner, Historic Preservation and Design Planner, presented a staff report and recommendation regarding an appeal of a decision made by the Board of Architectural Review. City Staff recommended City Council render a final decision, by Resolution, to deny a Certificate of Appropriateness to allow demolition of the structure at 1301 Wertland Street.

The property owner of 1301 Wertland Street (“Appellant”) appealed the Board of Architectural Review’s (“BAR”) May 20, 2025, denial of a certificate of appropriateness (“CoA”) to allow demolition of the Wertebaker House. This appeal was within the ten (10)-day period following the BAR’s action, as proscribed by City Code Chapter 34, Div. 5.2.7.E. This structure was designated by City Council a contributing structure within The Wertland Street Architectural Design Control District. Per City Code Chapter 34, Div. 5.2.7.A.1.c., the demolition of a contributing structure requires approval of a CoA. On May 20, 2025, the BAR, by a vote of 7-0, denied a CoA to allow demolition of the structure at 1301 Wertland Street, known as the Wertebaker House.

Steven Blaine spoke on behalf of the appellant. He acknowledged the BAR’s limited scope for evaluation of the Certificate of Appropriateness. He stated that the currently underutilized lot could be developed to provide increased student housing.

Councilors asked questions and provided feedback.

BAR Chair, James Zehmer, reiterated the BAR’s position, and councilors stated their positions based on the criteria used in the BAR review.

On motion by Payne, seconded by Pinkston, Council by a vote of 4-1 upheld the BAR’s decision by approving the resolution for denial of a CoA for demolition (Ayes: Payne, Pinkston, Snook, Wade; Noes: Oschrin). Councilor Oschrin spoke in support of building as much housing as possible to meet the need for affordable housing.

RESOLUTION DENIAL OF A CERTIFICATE OF APPROPRIATENESS FOR DEMOLITION OF THE STRUCTURE AT 1301 WERTLAND STREET

WHEREAS, on June 2, 2025, Steven W. Blaine, with Woods Rogers Vandeventer Black PLC (“Applicant”), on behalf of 1301 Wertland LLC and JSB Development LLC, the owners of certain land identified within the City of Charlottesville, Virginia (“City”), real estate assessment records as Parcel Identification number 04030300 and currently addressed as 1301 Wertland Street (“Property”), requested a Certificate of Appropriateness (“CoA”) for the

demolition of the existing, two-story, brick *Wertenbaker House* (“Structure”) on the Property (“Requested CoA”); and

WHEREAS, per City Code Chapter 34, Section 2.9.2.B.6., in 1999, the City established the Wertland Street Architectural Design Control District (“ADC District”); and

WHEREAS, the Property is within the Wertland Street ADC District, and the Structure designated a “contributing structure” within the ADC District; therefore, per City Code Chapter 34, Section 5.2.7.A.1.c., its demolition is subject to review by the City’s Board of Architectural Review (“BAR”), and requires approval of a CoA; and

WHEREAS, on May 20, 2025, in a Motion approved 7-0, the BAR denied the Requested CoA, stating it had “considered the standards set forth within the City Code, including the ADC District Design Guidelines” and “the proposed demolition of 1301 Wertland Street [BAR #HST 25-0068] does not satisfy [or] the BAR’s criteria and guidelines and is not compatible with this property nor other properties in the Wertland Street ADC District” and, in its discussion and Motion, stating the reasons for denial, and;

WHEREAS, on June 2, 2025, as permitted by City Code Chapter 34, Section 5.2.7.E.1.b. and c., the Applicant appealed to City Council of the City of Charlottesville, Virginia (“City Council”), the BAR’s denial of the Requested CoA (“Appeal”); and

WHEREAS, on September 2, 2025, per City Code Chapter 34, Section 5.2.7.E.1.d., following a review of the Appeal, the Project, and the Application, and having considered relevant information and opinions, including the BAR’s determination, the City Staff Report, the City’s ADC District Design Guidelines, and the City’s standards for considering demolitions of contributing structures within ADC Districts (City Code Chapter 34, Section 5.2.7.D.1.b.), this City Council determines the requested demolition of the Structure at the Property does not satisfy the design guidelines and review criteria, and is not compatible with this Property.

NOW THEREFORE, BE IT RESOLVED by City Council that, pursuant to the reasons stated below, *inter alia*, a CoA is hereby denied for the requested demolition of the Structure at the Property.

15. BY MOTION Support for the City of Charlottesville's Efforts in becoming a Bee City USA locality

Chris Gensic, Parks and Trails Planner, presented the request to become a Bee City USA locality. He outlined portions of the program that align with existing city practices, and he stated that Steven Gaines, Urban Forester, would represent the city on Virginia Bee Cities Committee.

A member of the Rivanna Garden Club spoke in support of the initiative as an education opportunity and a way to help pollinators. She shared more details about support from local organizations, stating that the City can determine from year to year whether it wants to continue participation.

On motion by Pinkston, seconded by Snook, Council by a vote of 5-0 indicated support for the City's obtaining the designation of being one of the "Bee City USA" participants and to authorize the city manager to sign a Memorandum of Understanding between the City organization and the Xerces Society

for Invertebrate Conservation (Ayes: Oschrin, Payne, Pinkston, Snook, Wade; Noes: none).

16. ORDINANCE on Camping and Storage on City Property (Tabled to a date uncertain)

Police Chief Michael Kochis asked for consideration of an ordinance addressing camping in public rights-of-way and the storage of personal property in those areas. This proposed ordinance seeks to balance public safety, accessibility, and quality of life concerns with a compassionate and empathetic approach to enforcement, using measures designed to ensure accessibility for pedestrians, maintain public safety, and preserve the use of shared spaces, while also being mindful of the circumstances of those experiencing homelessness.

Council discussed State legislation and asked clarifying questions about the implementation of the ordinance and discussions that led to the creation of the ordinance. Councilor Payne discouraged passing the ordinance until a permanent supportive shelter can be built and Councilor Oschrin agreed. Councilor Snook suggested consideration of moral, ethical and practical questions to address the issues surrounding homelessness. He proposed a city-monitored camping park with certain amenities.

On motion by Pinkston, seconded by Oschrin, Council voted unanimously to table the ordinance indefinitely (Ayes: Oschrin, Payne, Pinkston, Snook, Wade; Noes: none).

COMMUNITY MATTERS (2)

Mayor Wade opened the floor for comments:

- Zyahna Bryant, city resident, expressed concerns with the proposed Ordinance on Camping and Storage on City Property, and various reasons why certain groups of people do not or rarely visit the Downtown Mall.
- Rosia Parker, city resident, spoke about her experience with homelessness.
- Aleen Carey, Cultivate Charlottesville, spoke in opposition to a proposed student housing development that would look down on the Westhaven neighborhood. She spoke about racial history of Vinegar Hill.
- Major Donald Wilson, new officer at the Salvation Army, spoke about the organization's existing and new efforts to provide shelter and address homelessness, working with local partners.
- Matthew Gilliken, city resident, spoke about the ordinance on Camping and Storage on City Property and suggested not placing a heavy issue on a Council agenda on a holiday weekend. He noted that only one person spoke in support of the ordinance, which was Friends of the Downtown Mall. Regarding support for a designated camping area, he reminded everyone of a previous encampment that was disbanded.
- A resident suggested placing a homeless shelter in the business district.
- Mo van de Sompel, city resident, spoke about the Ordinance on Camping and Storage on City Property, and the likelihood of disproportionate enforcement.
- Ralph Braun, Crozet resident, spoke about candor in the Ordinance on Camping and Storage on City Property. He questioned why the Downtown Mall was being discussed since the ordinance did not state anything about the Downtown Mall. He spoke about police accountability.
- Reverend Matt Seaton spoke in support of Council's decision to table the Ordinance on Camping and Storage on City Property, asking that decisions consider whether they are rooted in love.
- John Hall, city resident, spoke about the population and providing tents and mats to homeless individuals.

- A resident spoke about homelessness and issues that she has faced.
- Aiden Workman, city resident, spoke in support of placing a homeless shelter in the Fifeville neighborhood. He spoke about the need for public restrooms and seating on the Downtown Mall, making it more accessible for everyone.
- Jacqueline Kim, Albemarle County resident, spoke in opposition to the Ordinance on Camping and Storage on City Property. She spoke in support of the 10th and Page Neighborhood in opposition to a newly proposed housing development and suggested that people watch the BAR meeting that discussed it.
- Latricia Giles, Executive Director of PHAR (Public Housing Association of Residents), spoke in opposition to the proposed student housing development near Westhaven. She spoke about a need for respect in centering public housing residents in decisions about neighborhood development and about the importance compassion in prioritizing people over profit.
- Jeff Fogel, city resident, spoke about a past issue with panhandling on the Downtown Mall, and a compromise that was made fifteen years ago. He spoke against criminalizing homelessness and encouraged the reading of the dissenting statement from Supreme Court Justice Sotomayor.
- Wendy Gao, city resident, stated that building more student housing does not increase housing for Black and Brown people, and that it displaces historically Black and Brown long-term residents. She spoke about the crisis in deeply affordable housing and about campaign donations made by some board of directors members of the Friends of the Downtown Mall.
- Jessica Jackson, city resident, expressed concern that no homeless people were part of the work group to develop the proposed Ordinance on Camping and Storage on City Property. She asked everyone to be willing to listen to different points of view respectfully.
- Joy Johnson, city resident, spoke about the \$250 fine mentioned in the Ordinance on Camping and Storage on City Property, and stated that court costs would also be added. Regarding the proposed 11-story housing development near Westhaven, she suggested ways that Council could address similar housing development proposals in the future, including legislative options.
- John Hall, city resident, spoke about a former city councilor Paul Long, and he proposed honoring several people by displaying portraits at City Hall.

On motion by Pinkston, Council voted 4-0-1 to adjourn the meeting at 10:37 p.m., with Councilor Payne abstaining.

BY Order of City Council

BY Kyna Thomas, Clerk of Council

Date Adopted: _____

Certified: _____



CHARLOTTESVILLE CITY COUNCIL SPECIAL MEETING

MINUTES

September 11, 2025 at 6:30 PM

CitySpace, 100 5th Street NE

Charlottesville, VA 22902

The Charlottesville City Council held a special joint meeting with the Police Civilian Oversight Board (PCOB) “the Board” on Wednesday, September 11, 2025. Jeffrey Fracher, Acting Chair of the PCOB, called the meeting to order for the Board. Mayor Juandiego Wade called the meeting to order for City Council, and Deputy Clerk of Council Maxicelia Robinson called the roll, noting the following Councilors present: Mayor Juandiego Wade, Vice Mayor Brian Pinkston, and Councilors Natalie Oschrin and Lloyd Snook.

Mayor Wade noted that Councilor Michael Payne had informed Council in advance that he was feeling ill and would be participating virtually. There were no objections to his request to participate remotely.

On motion by Snook, seconded by Oschrin, Council unanimously approved the meeting agenda.

Mayor Wade turned the meeting over to City Manager Samuel Sanders, Jr., who welcomed everyone and explained the purpose of the meeting, which was for staff to present a series of recommendations of ordinance amendments as a step toward achieving the operational functionality goals for the PCOB.

PRESENTATION

Acting Executive Director James Walker provided an overview of the recommended amendments to the PCOB ordinance. He noted that the proposed changes do not alter or impact the powers and duties of the Board. The recommendations presented were divided into three parts:

- Language clarification
- Strikes of redundant or irrelevant content
- Adjusted placement of sections

Key Recommended Amendments to the Ordinance:

1. Replace "Executive Director" with "Director"

Update all references to the Executive Director title throughout the ordinance.

2. Establish the "Office of the Police Civilian Oversight"

Formally create the Office to support the work and functions of the PCOB.

3. Revise Operating Procedures

Indicate that operating procedures are to be approved by the City Manager with the consent of City Council, consistent with Virginia Code.

4. Revise Duties of the Director

Clarify that oversight functions are assigned by a majority vote of the Board, while administrative functions are authorized by the City Manager.

5. Add Director’s Authority to Conduct Audits

Permit the Director to conduct audits as approved by the City Manager or by a majority vote of

the Board, with a requirement to produce audit summary reports.

6. Add Director’s Authority for Additional Oversight Activities

Authorize the Director to carry out additional oversight activities on behalf of the Board, with approval from the City Manager or at the request of the Board via majority vote.

7. Clarify Access to Information and Records

Specify that the Board’s access to information and records is to be facilitated by the Director.

8. Revise Legal Counsel Contract Authorization

Shift authorization to contract legal counsel from the Board Chair to the Director.

Note: The PCOB currently does not have independent legal counsel due to a variety of described challenges. According to City Code Article XVI, the PCOB shall select independent legal counsel from a list of attorneys recommended by the City Attorney. City Attorney Maddux agreed to follow up with the Board on this matter.

9. Clarify Referral of Complaints Outside Jurisdiction

Revise language to state that complainants should be referred to the appropriate agency if their complaint falls outside the jurisdiction of the PCOB.

10. Strike “with a department staff” Phrase

Remove this phrase as it relates to how information is accessed, with an exception maintained for real-time investigative interviews.

11. Revise Community Engagement Requirements

Update language regarding the number and frequency of community engagement activities required annually.

12. Remove Specific Due Date for Annual Report

Strike the fixed due date requirement for the Director’s annual report.

13. Revise Board Member Training Requirements

Provide the Director with greater flexibility in offering or facilitating training and formalize inclusion of police ride-alongs and the Citizen’s Police Academy as part of Board training.

Councilor Oschrin raised concerns about the ongoing vacancies on the PCOB and discussed the possibility of compensating its members for their service. City Attorney Maddux explained that, under Virginia statute, members of advisory boards to the governing body may be compensated. However, for the PCOB to qualify, City Council must amend the PCOB ordinance to formally qualify it as an advisory board to Council. City Manager Sanders recommended that staff present a comprehensive report to Council on compensation for council-appointed board members and suggested that Council take the opportunity to evaluate whether other council-appointed boards should also be considered for compensation.

Vice Mayor Pinkston suggested that City Council consider amending the PCOB ordinance to make eligibility requirements for certain board positions less restrictive, in an effort to reduce the number of vacant seats. Mayor Wade and some others expressed support for exploring options to compensate board members as a first step toward addressing vacancies, with potential changes to membership criteria considered as a secondary option.

Councilor Payne emphasized the need for City Council and the PCOB to engage in further discussion and consider broader structural changes to the Board ordinance and Standard Operating Procedures in order to ensure the Board can function as it is intended to.

COMMUNITY MATTERS

Mayor Wade opened the floor for public comment. No speakers came forward.

City Council authorized the City Manager to pursue options for a phased-in approach to implementing a policy for compensating Council-appointed members of public boards, for Council’s future consideration.

City Manager Sanders noted that the PCOB will prepare to hold additional meetings with Council to discuss recommendations for broader structural changes to its governing documents, as well as a comprehensive metric by which the effectiveness of the Board may be evaluated.

ADJOURNMENT

On motion by Snook, seconded by Oschrin, Council voted unanimously to adjourn the meeting at 8:05p.m.

BY Order of City Council

BY Maxicelia Robinson, Deputy Clerk of Council

Date Adopted: _____

Certified: _____

DRAFT

Policy Briefing Summary

City Council



Regarding:	Resolution Appropriating Charlottesville/Albemarle Adult Recovery Court Grant Award in the amount of \$240,000 (2nd reading)
Staff Contact(s):	Taylor Harvey-Ryan, Grants Program Manager
Presenter:	Christie Cash
Date of Proposed Action:	October 6, 2025

Issue

The City of Charlottesville on behalf of the Charlottesville/ Albemarle Adult Recovery Court, has received a grant from the Supreme Court of Virginia in the amount of \$240,000 to support the operations of the recovery court program operated by OAR.

Background / Rule

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

Analysis

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

The total program budget is \$395,446 and includes three funding sources:

- Supreme Court of VA - \$240,000
- City of Charlottesville: \$94,473, which has already been appropriated
- Albemarle County: \$60,973, which has already been appropriated

This program provides support for persons interacting with the legal or criminal justice system and the City of Charlottesville's priority Safety/Criminal Justice. Recovery Court directly affects the community by reducing recidivism among Recovery Court participants and graduates. Additionally, Recovery Court mitigates risk by reducing drug and alcohol use among program participants and graduates. Reduction of drug and alcohol use fosters participant rehabilitation, public safety, and participant accountability; all of which are factors in helping the community achieve its stated goals. Reduced recidivism results in reduced public cost associated with re-arrest and incarceration, a

reduction in potential victims of crime, and overall enhanced quality of life for community residents. As the writers of the Adult Drug Court Best Practice Standards state, “Drug Courts improve communities by successfully getting justice-involved individuals clean and sober, stopping drug-related crime, reuniting broken families, ... and preventing impaired driving”. Not only is Recovery Court an effective agent of change, it is an extremely cost-effective approach. Numerous meta-analyses have concluded that Recovery Courts produce an average return on investment of \$2 to \$4 for every \$1 invested. Because of the above, ensuring that the 28-year-old Recovery Court program remains available to residents of the City of Charlottesville and Albemarle County will help the community achieve its goals.

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

Financial Impact

No additional City funding is required as the City’s match for this grant, \$94,473, was appropriated as part of the FY 2026 Council Approved Budget as part of the City’s contribution to Offender Aid and Restoration.

Recommendation

Staff recommends the adoption of the attached resolution to appropriate the \$240,000 from the Supreme Court of Virginia.

Recommended Motion (if Applicable)

I move to appropriate \$240,000 from the Supreme Court of Virginia as indicated in the attached resolution.

Attachments

1. Resolution- Adult Recovery Court

APPROPRIATION
Charlottesville/Albemarle Adult Recovery Court Grant Award
\$240,000

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

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

WHEREAS, the City of Charlottesville and Albemarle County both have dedicated local matches to this grant, totaling \$155,446; and

WHEREAS, the grant award covers the period July 1, 2025 through June 30, 2026.

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

Revenues

\$240,000 Fund: 209 Internal Order: 1900613 G/L Account: 430120

Expenditures

\$240,000 Fund: 209 Internal Order: 1900613 G/L Account: 530550

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

Policy Briefing Summary

City Council



Regarding:	Resolution to Appropriate the Victim Witness Grant - \$299,672 (2nd reading)
Staff Contact(s):	Taylor Harvey-Ryan, Grants Program Manager
Presenter:	Pat O'Donnell, Director Victim and Witness Assistance Program
Date of Proposed Action:	October 6, 2025

Issue

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 \$107,446.00 in Federal Funds; \$128,700.00 in State General Funds; and a supplemental \$63,526.00 from the Commonwealth Attorney's operating budget for a total award of \$299,672.00.

Background / Rule

The victim's rights movement began in the 1970's 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 traumatized by this process. To proceed with their case, prosecutors recognized that 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.

Analysis

The Charlottesville Victim/Witness Assistance Program was established in 1989 to meet the needs of victims of crimes in Charlottesville. This program is one of more than 100 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 to law enforcement and allied agencies on victim issues. It regularly serves more than 1,000 victims and witnesses each year.

Financial Impact

The grant requires a City match of \$63,526 and will be covered using funds previously appropriated as part of the Commonwealth Attorney's Office Fiscal Year 2026 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 recommend approval and appropriation of grant funds.

Recommended Motion (if Applicable)

Attachments

1. Victim Witness Grant - 2025

**RESOLUTION APPROPRIATING FUNDS FOR
THE CHARLOTTESVILLE VICTIM WITNESS ASSISTANCE PROGRAM IN THE
AMOUNT OF \$299,672.00**

WHEREAS, the City of Charlottesville (“City”), through the Commonwealth Attorney’s Office, has received the Victim Witness Program Grant from the Virginia Department of Criminal Justice Services in the amount of \$107,446.00 in federal funds and \$128,700.00 in state general funds for a combined \$236,146.00; and

WHEREAS the City is providing a supplement in the amount of \$63,526.00, 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 a total of \$299,672.00 is hereby appropriated in the following manner:

Revenues \$299,672.00

\$128,700.00	Fund: 209	Cost Center: 1414001000	G/L Account: 430110
\$107,446.00	Fund: 209	Cost Center: 1414001000	G/L Account: 430120
\$63,526.00	Fund: 209	Cost Center: 1414001000	G/L Account: 498010

Expenditures \$299,672.00

\$282,195.00	Fund: 209	Cost Center: 1414001000	G/L Account: 519999
\$17,477.00	Fund: 209	Cost Center: 1414001000	G/L Account: 599999

Transfer

\$63,526.00	Fund: 105	Cost Center: 1401001000	G/L Account: 561209
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BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$236,146.00 from the Virginia Department of Criminal Justice Services.

Approved by Council
October 6, 2025

Kyna Thomas, MMC
Clerk of Council

Policy Briefing Summary

City Council



Regarding:	Resolution to appropriate funding from the Virginia Department of Housing and Community Development, Housing Opportunities for Persons with AIDS/HIV (HOPWA) Grant 25-HOPWA-303 in the amount of \$392,582 (2nd reading)
Staff Contact(s):	Taylor Harvey-Ryan, Grants Program Manager
Presenter:	Taylor Harvey-Ryan, Grants Program Manager
Date of Proposed Action:	October 6, 2025

Issue

The City of Charlottesville has been awarded a HOPWA grant in the amount of \$392,582 from the DHCD.

Background / Rule

The Office of Budget and Grants Management in coordination with the Blue Ridge Area Coalition on Homelessness (BRACH), applied for and received a grant from the Virginia Department of Housing and Community Development. The Housing Opportunities for People with AIDS/H.I.V. (H.O.P.W.A.) award is \$392,582 for July 1, 2024 – March 31, 2026.

Analysis

The City of Charlottesville has staff from Human Services and the Office of Budget and Grants Management serving on the BRACH Board. H.O.P.W.A., is an important resource in our community's efforts to end homelessness. The grant provides services in four key areas in addition to Administration:

1. Tenant-Based Rental Assistance (T.B.R.A.): The Blue Ridge Health Department (B.R.H.D.) partners with The Haven to provide T.B.R.A. to eligible participants. The B.R.H.D. screens participants for eligibility and inspects the proposed property to ensure that it meets H.U.D. requirements. Upon successful screening, The Haven contacts the landlord to arrange monthly rent payment, similar to rapid re-housing.
2. Short-term Rental, Mortgage and Utility Assistance: B.R.H.D. screens eligible participants for short-term assistance including emergency utility payments to avoid shut off.
3. Supportive Services: B.R.H.D. provides supportive services including crisis intervention, case management and service referrals.
4. Homeless Management Information System(H.M.I.S.): The City of Charlottesville as the award recipient will ensure that H.M.I.S. data is complete through an agreement with B.R.A.C.H. to have the Executive Director ensure data quality. Our Continuum of Care (C.O.C.) has a well-populated database for individuals experiencing homelessness. HMIS collaboration provides real-time monitoring of the needs and progress of individuals and households facing homelessness. Collaborative use of H.M.I.S. among B.R.A.C.H. C.o.C. Service Providers expedites communication and reduces the need to interface disparate documentation systems.
5. Administration: The City of Charlottesville as the award recipient, is eligible for an administrative fee up to seven (7) percent of the total award. Staff proposes that we pass these dollars through to B.R.A.C.H, B.R.H.D. and The Haven to support the supervision of assigned staff.

This grant advances the City of Charlottesville's 2023 City Council Strategic Plan Framework "to be a

place where everyone thrives". More specifically, this grant advances the strategic outcome area, Housing, which indicates "Charlottesville defines access to liveable housing as a human right and works to ensure housing choices and mobility are provided for all who seek it through the implementation of the Affordable Housing Plan". The HOPWA funds provided by the Virginia Department of Housing and Community Development provides access to housing supports and services to assist individuals with HIV/AIDS with maintaining housing.

Financial Impact

There is no budgetary impact to the City of Charlottesville as this grant is entirely federal pass-through funds and no local match is required. All funds will be distributed to sub-recipients for service provision.

Recommendation

Staff recommends the acceptance of the FY25 HOPWA grant award and approval of the resolution to appropriate the HOPWA funds.

Recommended Motion (if Applicable)

I move to approve the resolution as presented to appropriate the FY2025 HOPWA grant funds in the amount of \$392,582.

Attachments

1. FY25 HOPWA Resolution

RESOLUTION APPROPRIATING FUNDS
Housing Opportunities for Persons with AIDS/HIV (HOPWA) Grant
\$392,582

WHEREAS, The City of Charlottesville, through the Office of Budget and Grants Management, has received the H.O.P.W.A. grant from the Virginia Department of Housing and Community Development in the amount of \$392,582;

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

WHEREAS, the grant award covers the period July 1, 2024 through March 31, 2026.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$392,352 us hereby appropriated in the following manner:

Revenues

\$392,582 Fund: 209 Internal Order: 1900614 G/L Account: 430120

Expenditures

\$392,582 Fund: 209 Internal Order: 1900614 G/L Account: 530550

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$392,582 from the Virginia Department of Housing and Community Development.

Approved by Council
October 6, 2025

Kyna Thomas, MMC
Clerk of Council

Policy Briefing Summary

City Council



Regarding:	Resolution Appropriating Community Flood Preparedness Fund Grant Award in the amount of \$400,000 (2nd reading)
Staff Contact(s):	Taylor Harvey-Ryan, Grants Program Manager
Presenter:	Kristel Riddervold, Director of the Office of Sustainability
Date of Proposed Action:	October 6, 2025

Issue

In July 2025, the City of Charlottesville was notified that a request for funding through the Department of Conservation and Recreation (DCR) Community Flood Preparedness Fund (CFPF) was approved in the amount of \$360,000. The City is required to provide a match in the amount of \$40,000, which is proposed to be provided from the CIP Climate Initiative Fund.

Background / Rule

The City of Charlottesville has recently been awarded a fourth grant from the Virginia Community Flood Preparedness Fund (CFPF). The Governor and General Assembly established the fund in 2020 to assist communities in building resilience to the impacts of climate change, including floods. The CFPF is allocated 45 percent of the revenue Virginia generates through the Regional Greenhouse Gas Initiative (RGGI).

- In October 2021, the City was awarded a CFPF grant totaling \$153,500 for a two-dimensional (2D) stormwater management model for the Moore's Creek watershed.
- In December 2021, the City was awarded a CFPF grant totaling \$94,276 for the development of a flood resilience plan for the City of Charlottesville.
- In September 2022, the City as awarded a CFPF grant totaling \$275,000 for a 2-D stormwater management model for the Meadow Creek and Rivanna River Watersheds

Increasingly intense precipitation and flooding were identified in the 2023 Climate Risk & Vulnerability Assessment. A capacity building and planning grant application was submitted to conduct a program review of the City's current Floodplain Management Program, assist in program administration, as well as an update to the Flood Resilience Plan with the goal of building a more robust, future-forward, climate-informed program.

Analysis

Climate Action is a strategic outcome area of the City's Strategic Plan and the Climate Action Plan is part of the City's Comprehensive Plan. Climate Action includes efforts related to climate adaptation and resilience planning. With the identification of increased frequency and intensity of precipitation events and associated flooding, the opportunity to review and evolve the current floodplain management program is an important strategy.

Financial Impact

There is a requirement for the City to provide a \$40,000 match. This match is proposed to come from previously appropriated CIP Climate Initiative Funds.

Recommendation

Staff recommends City Council adopted the attached Resolution.

Recommended Motion (if Applicable)

“I move to adopt the attached Resolution appropriating \$400,000 in DCR CFPF Funds and local match to support capacity building and planning of the City’s Floodplain Management Program and Authorizing the City Manager to execute a Grant Agreement”

Attachments

1. CFPF Appropriation Presentation 09152025
2. CFPF Grant Award Resolution



Community Flood Preparedness Fund Grant Award

September 15, 2025

Background – Community Flood Preparedness Fund

The Virginia Community Flood Preparedness Fund (CFPF) was established through legislation passed during the 2020 session of the General Assembly.

Its purpose is to provide support for regions and localities across Virginia to reduce the impacts of flooding.

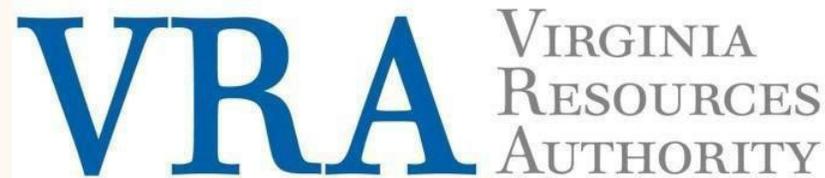
The Fund is operated by the Department of Conservation and Recreation (DCR) with implementation and management assistance from the Virginia Resources Authority.

The CFPF provides loans and grants for projects, studies, capacity building, and planning anywhere in the Commonwealth. These projects identify and address vulnerability for communities from sea level rise, stormwater, tidal flooding, and other flood risks.



Virginia Department of Conservation and Recreation

CONSERVE. PROTECT. ENJOY.



Background – CFPF and RGGI

The CFPF is funded by proceeds of the Regional Greenhouse Gas Initiative (RGGI) – a market-based cap-and-invest program designed to reduce carbon dioxide (CO₂) emissions from the power sector in the northeastern and mid-Atlantic United States. The program requires power plant owners to purchase an allowance for every ton of carbon dioxide their plant emits. This occurs through a quarterly auction process.

- 50% of RGGI proceeds fund low-income energy efficiency programs
- 45% of RGGI proceeds fund the Community Flood Preparedness Fund (CFPF)
- 5% of RGGI funds for administration

The 2020 Clean Energy and Community Flood Preparedness Act requires Virginia's participation in RGGI.

Virginia participated in RGGI for three years (2021-2023). During that time, carbon pollution from power plants dropped 22% and Virginia received \$827 million for statewide programs.

The Virginia Air Pollution Control Board removed Virginia from the cooperative effort through a regulatory action at the behest of the Youngkin administration. This administrative action is the subject of an ongoing lawsuit. As of January 1, 2024, Virginia is no longer participating in RGGI.

The Regional Greenhouse Gas Initiative

an initiative of Eastern States of the US

Background

2021 Comprehensive Plan includes a strategy to “*Preserve and enhance wetlands, floodplains, and other features that provide natural resiliency against climate change.*”

2023 Hazard Mitigation Plan includes floodplain management-related actions.

2023 Charlottesville Climate Risk and Vulnerability Assessment identified increasingly intense precipitation and flooding as one of the top risks.

Resilient Together project is developing a **Climate Adaptation and Resilience Plan** that will incorporate this risk and present implementation strategies.

2023 Flood Resilience Plan needs to be activated and operationalized.

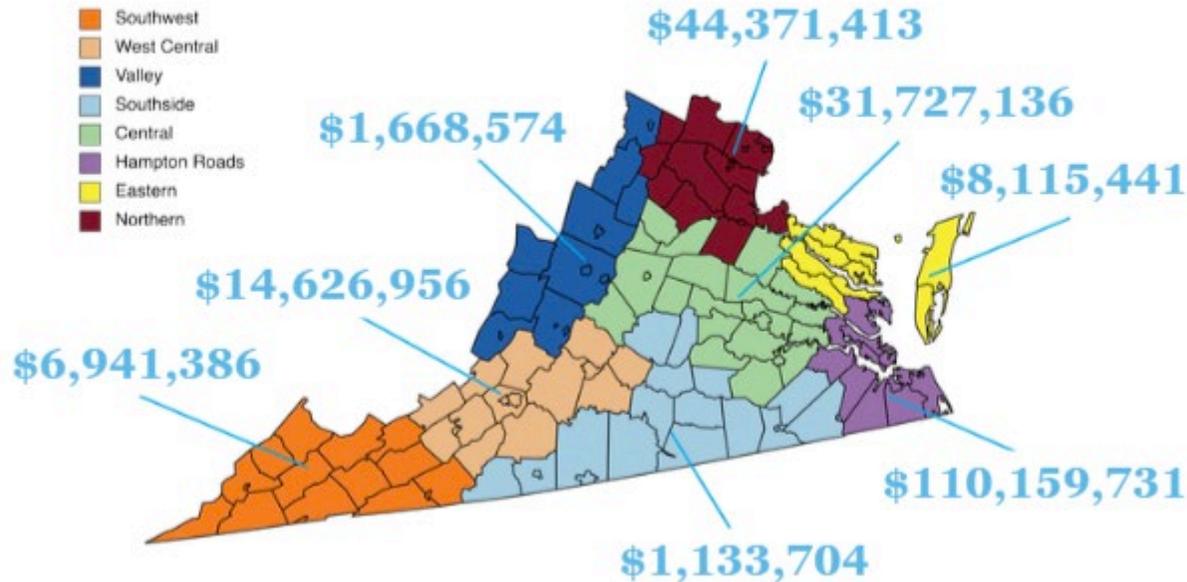
Upcoming **Environmental Regulations and Policy Review** project contemplates floodplain management within the context of water resources (stormwater, stream protection, etc.) and as part of the suite of environmental topics.

Background – Charlottesville CFPF Projects

Community Flood Preparedness Fund: Geographic Disbursement

Regions of Virginia

- Southwest
- West Central
- Valley
- Southside
- Central
- Hampton Roads
- Eastern
- Northern



Rounds 1-5 (10/05/2021 - 07/02/2025)

Charlottesville Projects

Previously Awarded = \$522,776

- Round 1: Moores Creek Watershed model (Sept 2021)
- Round 2: Flood Resilience Plan (Dec 2021)
- Round 3: Meadow Creek and Rivanna River Watersheds model (Sept 2022)

Charlottesville Project

Recently Awarded = \$360,000

- Round 5: Floodplain Management Program Capacity Building & Flood Resilience Plan Update

Recent Award

Project: Floodplain Management Program Review and Flood Resilience Plan Update

Application Category: Capacity Building and Planning



Award Amount: \$360,000

Local Match: \$40,000

Term: Aiming to complete project in 3 years
(Funded activity must be completed within 60 months)

Opportunity to review floodplain program baseline, conduct gap analysis, review roles and responsibilities, identify applicable best practices, integrate updated stormwater models, update plans and policies, review and prioritize identified mitigation projects, establish project funding and execution plan, focus on preparedness and communication, and develop proactive initiatives in consideration of flooding challenges resulting from a changing climate.

Next Steps

- Appropriate Grant Funding
- Execute the Grant Agreement
- Develop Scope of Work
- Secure Consultant Services
- Engage internal interdisciplinary team of stakeholders (including Neighborhood Development Services, Utilities, Public Works, Parks & Recreation, Emergency Management, Office of Sustainability)



Thank You!

Questions?





RESOLUTION #R-__ -__

Appropriating Virginia Department of Conservation and Recreation (DCR) Grant Funding and Local Match to Support the City’s Floodplain Management Program and Authorizing the City Manager to execute a Grant Agreement in the amount of \$400,000

WHEREAS, the City of Charlottesville has been awarded \$360,000 from the Virginia Department of Conservation and Recreation to support capacity building and planning of the City’s Floodplain Management Program; and

WHEREAS, the grant requires a local match in the amount of \$40,000, which will be contributed from funds previously appropriated in the CIP Climate Initiative Fund

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that upon receipt of the awarded grant funding from the Virginia Department of Conservation and Recreation, the sum of \$400,000 is hereby appropriated as follows:

Revenues			
\$360,000	Fund: 209	I/O: 1900610	G/L Account: 430110
Transfers			
\$40,000	Fund: 426	I/O :1000028	G/L Account: 561209
Expenditures			
\$400,000	Fund: 209	I/O: 1900610	G/L Account: 530550

BE IT FURTHER RESOLVED that City Council authorizes the City Manager to execute a grant agreement, with the Virginia Resource Authority to support capacity building and planning of the City’s Floodplain Management Program, and other related documents, requisitions or agreements, on behalf of the City; provided that the City Manager may delegate signature authority to a Deputy City Manager. City Council hereby further approves the in-kind staff contribution and cash local match described above.

Approved by Council
October 6, 2025

Kyna Thomas, MMC
Clerk of Council

Policy Briefing Summary

City Council



Regarding:	Resolution for Special Exception Build-To Requirement (1107 Myrtle Street)
Staff Contact(s):	Benjamin Koby, Planner II
Presenter:	Benjamin Koby, Planner II
Date of Proposed Action:	October 6, 2025

Issue

The Applicant is requesting a Special Exception Permit ("SEP") pursuant to City Code Sections 34-2.4.3.A.5 (Build-to) and 34-5.2.15 (Special Exception), which states a SEP may be granted for the modification of any physical dimensional standards within Division 2.10, 4.3, 4.5, 4.7, and 4.8.

Background / Rule

In the Residential A ("R-A") Zoning District, there is a required Build-To width of fifty percent (50%). This regulation means that within the front setback range (ten to twenty feet (10' - 20'), or utilizing the existing range), building(s) must take up fifty percent (50%) of that space to meet that requirement. The existing house (with a width of 21' - 9"), proposed to stay on site, does not meet the Build-To width requirement (minimum width of twenty-five feet (25') of the parcel (fifty feet (50') wide). The Applicant is applying for a SEP to facilitate the development of three (3) attached dwelling units to the rear of the parcel.

The Comprehensive Plan's Future Land Use Map designates this area as General Residential, and it is intended to provide an opportunity for a range of housing types within residential areas and to increase housing choice within the existing neighborhoods. Per Table 2 Land Use Category Descriptions (Page 29), general residential areas should "[a]llow up to 4-unit dwellings if the existing structure is maintained."

Within Chapter 4 of the Comprehensive Plan, Goal 3 states the goal to "[p]rotect and enhance the existing distinct identities of the city's neighborhoods and places while promoting and prioritizing infill development, housing options, a mix of uses, and sustainable reuse in our community."

Analysis

The intent of the Build-To Zone requirements of the Development Code, born out of the goals of the Comprehensive Plan, speaks to the desire to create attractive and harmonious streets with a consistent pattern of development. The Build-To Zone's aim is to bring consistency by requiring new developments be placed forward on a property toward the primary street lot lines. The existing structure is already meeting the Build-To Zone and setback requirements. However, the Build-To width requirements are intended to manage lot sizes by promoting subdivision of parcels to create new and smaller lots, so it is easier to meet the Build-To width requirements of the District in which you are located. However, with this being an infill development on a parcel with an existing house, subdivision would not be a feasible strategy. Therefore, the SEP is the most viable and logical alternative to allow for this development. Along with a suite of other Amendments, NDS Staff is currently developing a proposed Development Code Amendment, that would address this issue for future projects and no longer require SEP review.

Financial Impact

None.

Recommendation

Based on the proposed use of the structures, compliance with the goals of the Comprehensive Plan, the existing streetscape, and neighborhood characteristics, NDS Staff recommends that City Council approve the SEP to the Build-To width requirements. The City's Planning Commission ("PC") recommended approval its Meeting on September 9, 2025.

Recommended Motion (if Applicable)

1. "I Move approval of this Application for a SEP in the R-A Residential A Zone at 1107 Myrtle Street o permit the construction of three (3) single unit homes outside of the Build-To requirement, subject to the following conditions:
 1. The size, location, and use will be consistent with the materials submitted in Application PL-25-0033 dated February 12, 2025; and
 2. Any and all condition(s) proposed by the PC."

OR,

2. "I Move denial of this Application for a SEP in the R-A Residential A Zone at 1107 Myrtle Street to permit the construction of three (3) single unit homes outside of the Build-To requirement."

Attachments

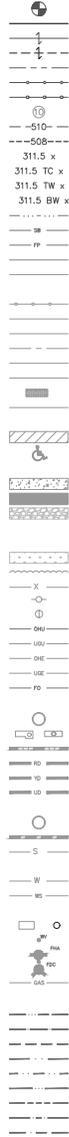
1. Development Plan Overview
2. Planning Commission Report
3. Special Exception Request Letter
4. RESOLUTION APPROVING A SPECIAL EXCEPTION PERMIT

MAJOR DEVELOPMENT PLAN 1107 MYRTLE ST

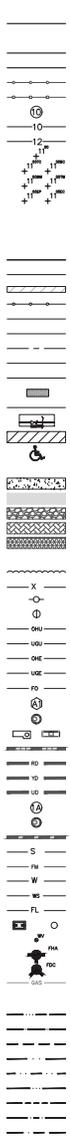
TAX MAP 57, PARCEL 136
CITY OF CHARLOTTESVILLE, VIRGINIA

LEGEND

EXISTING



NEW



DESCRIPTION

BENCHMARK
SITE PROPERTY LINE
BOUNDARY TO BE VACATED (TBV)
ZONING LINE
ADJACENT PROPERTY LINE
BUILDING SETBACK
PARKING COUNT
INDEX CONTOUR
INTERVAL CONTOUR
SPOT ELEVATION
TOP OF CURB/BOTTOM OF CURB ELEVATION
TOP/BOTTOM OF WALL ELEVATION
EDGE OF PAVEMENT/CONCRETE ELEVATION
STREAM
STREAM BUFFER
100 YEAR FLOODPLAIN
BUILDING
RETAINING WALL
RETAINING WALL HATCH
RAILING
STAIRS
EDGE OF PAVEMENT
ROAD CENTERLINE
FRONT OF CURB
BACK OF CURB
CG-12 TRUNCATED DOME
SIDEWALK
BIKE PARKING
HANDICAP ACCESSIBLE AISLE
HANDICAP PARKING
CROSSWALK
CONCRETE
ASPHALT
RIPRAP
EC-5 MARRING
EC-5 MARRING
WETLAND
TREELINE
FENCE
UTILITY POLE
GUY WIRE
OVERHEAD UTILITY
UNDERGROUND UTILITY
OVERHEAD ELECTRIC
UNDERGROUND ELECTRIC
FIBER OPTIC
STORM STRUCTURE NOMENCLATURE
STORM MANHOLE
DROP INLET (CAST IN PLACE/PRECAST)
ROOF DRAIN
YARD DRAIN
UNDERDRAIN
SANITARY STRUCTURE NOMENCLATURE
SANITARY MANHOLE
SANITARY SEWER MAIN
SANITARY SEWER LATERAL
FORCEMAIN
WATER LINE
WATER SERVICE LINE
FIRE LINE
WATER METER (WM-1', WM-1')
FIRE HYDRANT
FIRE DEPARTMENT CONNECTION
GAS LINE
EASEMENTS
CONSTRUCTION/GRADING
ACCESS
SIGHT DISTANCE
UTILITY
STORMWATER
DRAINAGE
SANITARY
WATERLINE
GASLINE

OWNER/DEVELOPER

Landaff Farm, LLC
1485 Owenwille RD
Charlottesville, VA 22901

ZONING

RA

SETBACKS

Per City of Charlottesville code of ordinance, Sec. 2.10.5
Primary street lot line (min/max): 10/20'
Side street lot line (min): 10'
Side, rear and alley: 4'

SOURCE OF TITLE

Instrument Number: 2024-1833

SOURCE OF BOUNDARY AND TOPOGRAPHY

Boundary & topographic survey provided by: Foresight Survey

BENCHMARK

Datum for topography is NAVD 88

FLOODZONE

According to the FEMA Flood Insurance Rate Map, effective 02/04/2005 (Community Panel 51003C0288D) this property does not lie in a floodplain.

RESERVOIR WATERSHED

This site is within the Meadow Creek-Rivanna River Watershed. HUC12: 0208020401

WATER & SANITARY SERVICES

- All materials used for water and sanitary sewer service lines are to comply with requirements as outlined in both the BOCA Code and the regulations used by the Department of Utilities for the City of Charlottesville.
- All waterline shut downs must be coordinated with and performed by the City. Developer must hand out notices to affected customers at least 48 hours in advance.
- Per the Virginia Department of Health Waterworks Regulations (Part II, Article 3, Section 12 VAC 5-590 through 630), all buildings that have the possibility of contaminating the potable water distribution system (hospitals, industrial sites, breweries, etc.) shall have a backflow prevention device installed within the facility. This device shall meet specifications of the Virginia Uniform Statewide Building Code, shall be tested in regular intervals as required, and test results shall be submitted to the Regulatory Compliance Administrator in the Department of Utilities.
- All buildings that may produce wastes containing more than one hundred (100) parts per million of fats, oil, or grease shall install a grease trap. The grease trap shall meet specifications of the Virginia Uniform Statewide Building Code, maintain records of cleaning and maintenance, and be inspected on regular intervals by the Regulatory Compliance Administrator in the Department of Utilities.
- Please contact the Regulatory Compliance Administrator at 970-3805 with any questions regarding the grease trap or backflow prevention devices.

DEMAND: Water = 360 gph max hour, 540 gph peak hour, Sewer = 800 gpd.

ELECTRIC/TELEPHONE/CABLE TV

If feasible, all new service lines for electricity, telephone and cable TV are to be installed underground. Care is to be taken to assure their location does not conflict with any other aspects of the proposed site plan.

SIGNS

All signs and pavement shall conform with the latest edition of the MUTCD Guidelines.

A sign permit must be issued in accordance with the City of Charlottesville Sign Regulations prior to placement of any signs on-site.

UTILITY MARKINGS

Utilities marked were made under Miss Utility Ticket #A511301750 REV. 00A taken 4/23/25.

GENERAL NOTES

- All excavation for underground pipe installation must comply with OSHA Standards for the Construction Industry (29 CFR Part 1926).
- The location of existing utilities across or along the line of the proposed work are not necessarily shown on the plans and where shown based on "MISS UTILITY" markings and are only approximately correct. The contractor shall locate all underground lines and structures as necessary.
- The contractor shall verify the locations of all boundaries, buildings, existing elevations, vegetation and other pertinent site elements. Contractor shall immediately report any discrepancies to the engineer of record.
- The contractor shall be responsible for notifying "MISS UTILITY" - 1-800-552-7001.
- Any damage to existing utilities caused by the contractor or its subcontractors shall be the contractor's sole responsibility to repair. This expense is the contractor's responsibility.
- All paving, drainage related materials and construction methods shall conform to current specifications and standards of the City of Charlottesville unless otherwise noted.
- An erosion and sediment control plan is required with this site plan.
- All slopes and disturbed areas are to be fertilized, seeded and mulched. The maximum allowable slope is 2:1. Where it is reasonably obtainable, lesser slopes of 3:1 or better are to be achieved.
- Paved, rip-rap or stabilization mat (reed ditch) may be required when in the opinion of the Engineer it is deemed necessary in order to stabilize a drainage channel.
- All traffic control signs shall conform to the 2011 Virginia Supplement to the 2009 Manual on Uniform Control Devices.
- Unless otherwise noted all concrete pipe shall be reinforced concrete pipe - Class III.
- All material inside concrete forms shall be clean and free of all rocks and other loose debris. Sub-base material shall be compacted by mechanical means. Remove all standing water from areas inside forms.
- Concrete and asphalt shall not be placed unless the air temperature is at least 40 degrees in the shade and rising. Material shall not be placed on frozen sub-grade.
- All existing curbs, curbs and gutters and sidewalks to be removed shall be taken out to the nearest joint.
- Existing asphalt pavement shall be saw cut and removed as per VDOT Road and Bridge Specifications 2016. Removal shall be done in such a manner as to not tear, bulge or displace adjacent pavement. Edges shall be clean and vertical. All cuts shall be parallel or perpendicular to the direction of traffic.
- The contractor shall exercise care to provide positive drainage to the storm inlets or other acceptable drainage paths in all locations.
- Contact information for any necessary inspections with City:
EAS Inspector, NDS: 970-3182 (for the EAS inspections)
Project Inspectors, NDS: 970-3182 (for other construction items like sidewalk, pavement patches, road, storm sewer etc)
Water and Sanitary Sewer Department of Utilities 970-3800
Street cut, Department of Public Work 970-3800
Other public ROW issues-City Engineer 970-3182.
- Any sidewalk and/or curb damage identified in the site vicinity due to project construction activities as determined by City Inspector shall be repaired at the contractor's expense.
- A temporary street closure permit is required for closure of sidewalks, parking spaces and roadways and is subject to approval by the City Traffic Engineer.
- Per the Virginia Department of Health Waterworks Regulation (Part II, Article 3, Section 12 VAC 5-590 through 630), all buildings that have the possibility of contaminating the potable water distribution system (hospitals, industrial sites, breweries, etc.) shall have a back-flow prevention device installed within the facility. This device shall meet specifications of the Virginia Uniform Statewide Building Code, shall be tested in regular intervals as required, and test results shall be submitted to the Regulatory Compliance Administrator in the Department of Utilities.
- All buildings that may produce wastes containing more than one hundred (100) parts per million of fats, or grease shall install a grease trap. The grease trap shall meet specifications of the Virginia Uniform Statewide Building Code, maintain records of cleaning and maintenance, and be inspected on regular intervals by the Regulatory Compliance Administrator in the Department of Utilities.
- Please contact the Regulatory Compliance Administrator at 970-3805 with any questions regarding the grease trap or back-flow prevention devices.
- Features controlling or limiting BMP DA's (downspouts, roof leader conveyances, roof peaks, fire grading, berms, yard inlets, etc.) are still subject to inspection and enforcement under the VSPM program for compliance.

EXISTING USE

Single Family Residential

PROPOSED USE

Accessory Single Family Residential Units

BUILDING HEIGHTS & FINISH FLOOR ELEVATIONS

Maximum Allowable Height: 3 Stories / 40'

Maximum Proposed Height: 40' max

BFE Floor = 451.50'

LAND USE SCHEDULE

Existing	SF	AC	%	Proposed	SF	AC	%
Building	783	0.02	100.0%	Building	1,440	0.03	41.7%
Total	783	0.02	100.0%	Pavement	1,727	0.04	60.0%
				Turf	287	0.01	8.3%
				Total	3,454	0.08	100.0%

Land Use Schedule Calculation are per the Limits of Disturbance

Limits of Disturbance = 8886 SF = 0.13 acres

PARKING SCHEDULE

Required:

Per City of Charlottesville Code of Ordinance, no offstreet parking is required.

*Per Section 2-10 (B) Parking allowed at the side and rear.

CRITICAL SPOLES

There are no critical spoles within the project area.

CITY PERMITS

- The Contractor shall be responsible for obtaining a street cut permit from the City.
- A Temporary Street Closure Permit is required for closure of sidewalks, parking spaces and roadways and is subject to approval by the City Traffic Engineer. The Contractor contact information will be provided with the final plans.

ITE Trip Generation

Use Description	ITE	Qty	IV	AM		PM		WEEKDAY			
				In	Out	In	Out	In	Out	Total	
Single Family Detached Housing	210	1.0	UNIT	0	1	1	0	1	5	4	9
Multifamily Housing	220	3.0	UNIT	0	1	1	1	2	10	10	20

Fire Generation reflects AM and PM peak hour traffic.

FIRE MARSHAL'S NOTES

- VSPFC 505.1-The building street number is to be plainly visible from the street for emergency responders.
- VSPFC B105.2, B105.1, and TABLE 105.1- Calculation of the fire flow required for the site shall be shown on the site plan. Also, verification that the needed fire flow (NFF) is available on site. The minimum required fire flow for all buildings, with the exception of one and two-family dwellings, which is 1,000 gallons per minute, is 1,500 gallons per minute (sprinkler protected or non-sprinkler protected).
- Construction Site Fire Safety Requirements The owner shall designate a Site Safety Director for construction and remodeling.
- A legible temporary address to be posted for first responders.
- The fire department access road shall extend to within 150' of the exterior of the first level of a building. Vehicle access shall be provided by either temporary or permanent roads capable of supporting vehicle loading (Maximum 85,000 lbs.) under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available.
- Keep dumpsters, building materials, and construction debris at least 30 feet away from buildings under construction.
- Fire hydrants shall be installed and in service before any combustible materials arrive on site. Fire hydrants shall be 5'00" of the combustible materials. Maintain 15 feet of clear space on either side of fire hydrants. No vehicles/machinery of any type, construction materials, or construction debris are to be parked, placed, or stored either in front of or within 15 feet of a fire hydrant.
- Not more than 60 gallons of Class I or II liquids within 50' of any structure.
- Portable fire extinguishers shall be provided and shall be mounted on a wall or post at each usable stairway, and such that the travel distance to any extinguisher does not exceed 75 feet. Mounting height to the top of the extinguisher shall not exceed 5 feet. Extinguishers shall not have less than a 2-A, 10-B, C rating or as directed by the fire department.
- Combustible debris, rubbish, and waste material shall be removed from buildings at the end of each shift of work. Access and egress pathways and stairways shall be maintained and free from obstructions.
- No smoking or vaping is allowed within the construction safety fence. No smoking signs shall be posted throughout each building under construction, as well as outside the building. Should anyone from the Fire Marshal's office or the Building Office's office witness smoking/vaping within the construction site, he or she may request a 24-hour Stop Work Order from the City Building Official.
- Portable or mobile equipment refueling only in authorized areas that are well ventilated and away from ignition sources.
- Hot Work: Grinding, cutting, welding, etc.
- Cutting, grinding, and/or welding equipment must be thoroughly inspected and found to be in good repair and free of damage or defects.
- Assess 35 ft. radial "sphere" of work for potential fire hazards.
- A multi-purpose dry chemical fire extinguisher must be located such that it is immediately available to the work and is fully charged and ready to use.
- Floors, work level and below, cleaned or protected.
- Combustible floors must be covered by fire-resistant shields (fire-retardant plywood, frame-proof tarpaulin, metal, etc.)
- Sparkkilling catchers must be suspended below any elevated cutting, grinding, or welding operation.
- All other combustibles removed or shielded from sparks.
- Remove flammable liquids, dust, lint, combustible waste, oil deposits, etc., where possible.
- Transmission or conveying of sparks to adjacent areas is eliminated or protected.
- Tightly cover wall/floor openings with fire-retardant material.
- Where openings cannot be sealed, suspend fire-retardant tarpaulins to help protect areas beneath.
- Explosive atmosphere eliminated or potential not present.
- All construction equipment fueling activities and fuel storage must be relocated at least 35 feet away from the cutting, grinding, or welding operation.
- A person must be assigned to fire watch during and for at least 1 hour after all cutting, grinding, or welding operations have ceased. The fire watch person must be provided with a means of contacting the fire department in the event of an emergency and be trained in the use of a fire extinguisher.
- Note: Please be aware of and follow Chapter 33, Virginia Statewide Fire Prevention Code - Fire Safety During Construction and Demolition.

VICINITY MAP

SCALE: 1"=200'



Map provided by Google.com

SHEET INDEX

- C1 COVER SHEET
- C2 ZONING NOTES
- C3 EXISTING CONDITIONS
- C4 SITE LAYOUT
- C5 UTILITY PLAN
- C6 LANDSCAPE PLAN
- C7 SANITARY SEWER PROFILE
- C8 FIRE COMPLIANCE PLAN



DESIGNED BY
Justin Shimp, P.E.

CHECKED BY
Justin Shimp, P.E.

MAJOR DEVELOPMENT PLAN
1107 MYRTLE ST

CHARLOTTESVILLE, VIRGINIA
SUBMISSION:
2025.02.11
REVISION:
25.05.08 (City Comments)

FILE NO. 24.092

COVER SHEET

APPROVALS

Director of Neighborhood Development Services Date

C1

MAJOR DEVELOPMENT PLAN 1107 MYRTLE ST

TAX MAP 57, PARCEL 136
CITY OF CHARLOTTESVILLE, VIRGINIA

LOT SIZE (SEC. 2.10.2)		
	Required	Proposed
Area (Min.)	6,000 SF	7,500 SF - No changes to the existing lot
Width (Min.)	N/A	N/A
Width Front Access (Min.)	40'	No changes to existing lot
Width Side/Rear Access (Min.)	25'	No changes to existing lot

DENSITY (SEC. 2.10.3)		
	Maximum	Proposed
Dwelling per lot - Base	3	3
Dwelling With bonus: Existing Structure Preservation	4	4

COVERAGE (SEC. 2.10.4)		
	Required	Proposed
Building Coverage (Max.) - 3 to 4 Units	60%	41%
Outdoor Amenity Space (Min.)	N/A	N/A

BUILDING SETBACKS (SEC. 2.10.5)		
	Required	Proposed
Primary Street Lot Line (Min./Max.)	10'/20' or Existing Range	Existing Range
Side Street Lot Line (Min.)	10'	N/A
Side Lot Line (Min.)	4'	4'
Rear/Alley Lot Line (Min.)	4'	4'

BUILD-TO-WIDTH (SEC. 2.10.6)		
	Required	Proposed
Primary Street (Min.)	50%	44%
Side Street	N/A	N/A

TRANSITIONS (SEC. 2.10.7)		
	Required	Proposed
Transition Type based on abutting district	Not required since the lot is zoned as R-A and it only abuts R-A	N/A
Frontage Screen Type	Not required per 4.7.3.B	N/A

PARKING LOCATIONS (SEC. 2.10.8)		
	Required	Proposed
Front Yard - More than 2 units	Not Allowed	N/A
Side Street Yard - More than 2 units	Not Allowed	N/A
Side Yard	Allowed	3
Rear Yard	Allowed	N/A

HEIGHT (SEC. 2.10.9)		
	Required	Proposed
Building Height - 1 unit	3/40' (Max Stories/Feet)	3/40' (Max Stories/Feet)

MASSING (SEC. 2.10.10)		
	Required	Proposed
Building Width - Primary Street	60' (Max.)	21.5' per existing structure
Building Width - Side Street	70' (Max.)	N/A
Active Depth (Min.)	9'	9'

GROUND STORY (SEC. 2.10.11)		
	Required	Proposed
Ground Story Height (Min)	9'-0"	9'-0"
Finished Floor Elevation (Min./Max.)	0/6'	0/6'

TRANSPARENCY (SEC. 2.10.12)		
	Required	Proposed
Ground Story - Primary Street (Min.)	20%	N/A
Ground Story - Side Street (Min.)	15%	N/A
Upper Story - Primary Street (Min.)	10%	N/A
Upper Story - Side Street (Min.)	10%	N/A
Blank Wall Width - Primary Street (Max.)	10'	N/A
Blank Wall Width - Side Street (Max.)	20'	N/A

ENTRANCES (SEC. 2.10.13)		
	Required	Proposed
Street-Facing Entry Spacing - Primary Street (Max.)	40'	21.5' per existing structure
Street-Facing Entry Spacing - Side Street (Max.)	60'	N/A
Entry Feature - Primary Street	Yes	Yes
Entry Feature - Side Street	N/A	N/A

FENCES AND WALLS (SEC. 2.10.14)		
	Required	Proposed
Front Yard Height (Max.)	4'	N/A
Side Street Yard Height - Within 3' of Lot Line (Max.)	4'	N/A
Side Street Yard Height - More than 3' of Lot Line (Max.)	6'	N/A

STREETSCAPE STANDARDS (SEC. 4.4.5)		
	Required	Proposed
Clear Walk Zone (Min.)	6'	N/A
Greenscape Zone (Min.)	5'	N/A

Property is subject to pay streetscape fund.



1107 MYRTLE ST
CHARLOTTESVILLE VA 22902
434.277.0140
JUSTIN@SHIMP-ENGINEERING.COM



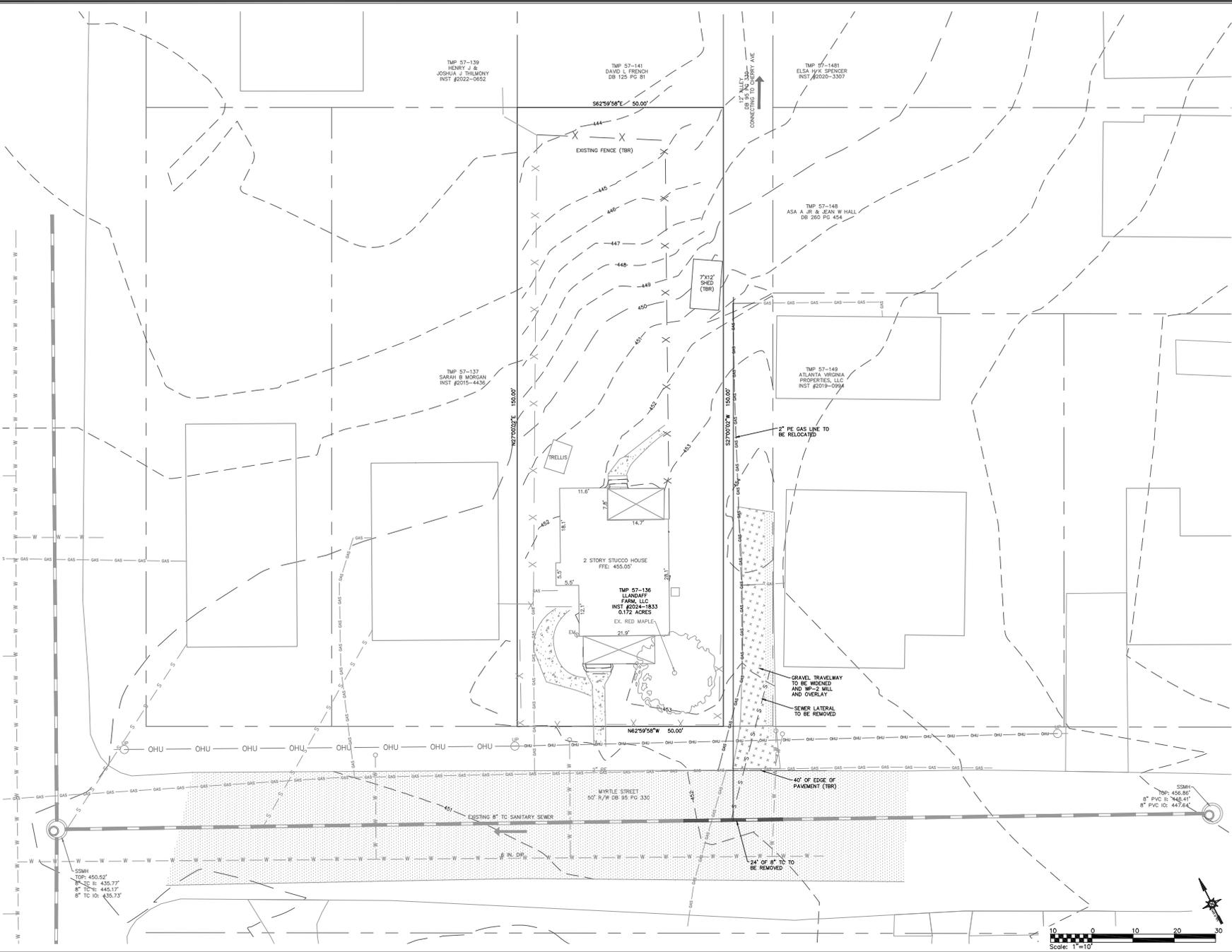
DESIGNED BY
Shimp
CHECKED BY
Justin Shimp, P.E.

MAJOR DEVELOPMENT PLAN
1107 MYRTLE ST

CHARLOTTESVILLE, VIRGINIA
SUBMISSION:
2025.02.11
REVISION:
25.05.08 (City Comments)

FILE NO. 24.092
ZONING NOTES

C2



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MAJOR DEVELOPMENT PLAN
1107 MYRTLE ST

CHARLOTTEVILLE, VIRGINIA
SUBMISSION:
2025.02.11
REVISION:
25.05.08 (City Comments)

FILE NO. **24.092**

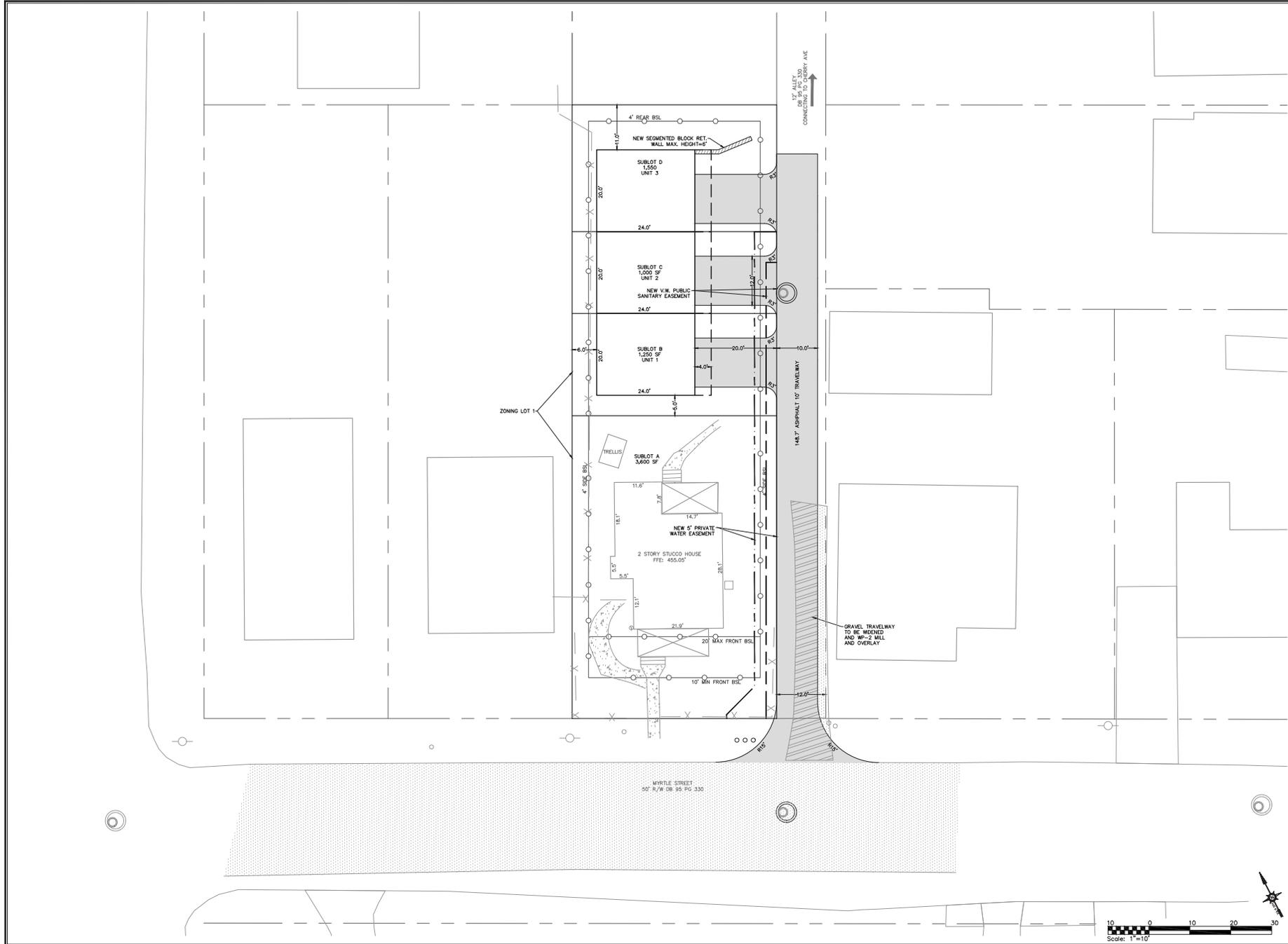
EXISTING CONDITIONS

C3

SSM#1
TOP: 450.52'
8" PVC IC: 435.77'
8" TC IC: 445.17'
8" TC IC: 435.73'

SSM#1
TOP: 456.86'
8" PVC IC: 446.41'
8" PVC IC: 447.64'





DESIGNED BY
 Justin Shimp
 CHECKED BY
 Justin Shimp, P.E.

**MAJOR DEVELOPMENT PLAN
 1107 MYRTLE ST**

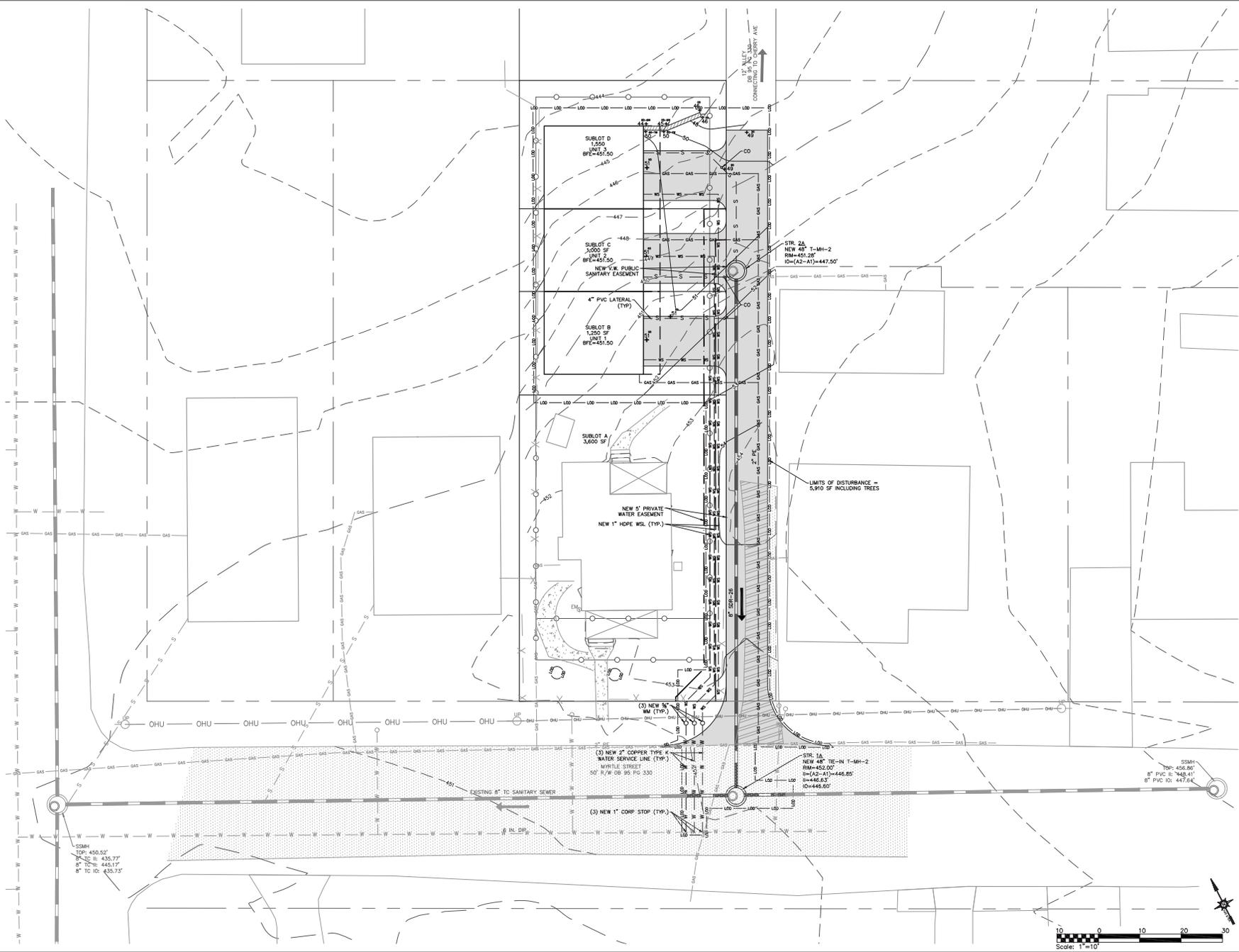
CHARLOTTESVILLE, VIRGINIA
SUBMISSION:
 2025.02.11
 REVISION:
 25.05.08 (City Comments)

FILE NO. **24.092**

SITE LAYOUT

C4





SHIMP ENGINEERING
 LAND PLANNING & PROJECT MANAGEMENT

115 E. HIGH ST. CHARLOTTEVILLE VA 22902
 434.272.0140 JUSTIN@SHIMP-ENGINEERING.COM



DESIGNED BY
Justin Shimp, P.E.

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Justin Shimp, P.E.

**MAJOR DEVELOPMENT PLAN
 1107 MYRTLE ST**

CHARLOTTEVILLE, VIRGINIA
SUBMISSION: 2025.02.11
 REVISION: 25.05.08 (City Comments)

FILE NO. **24.092**

GRADING & UTILITY PLAN

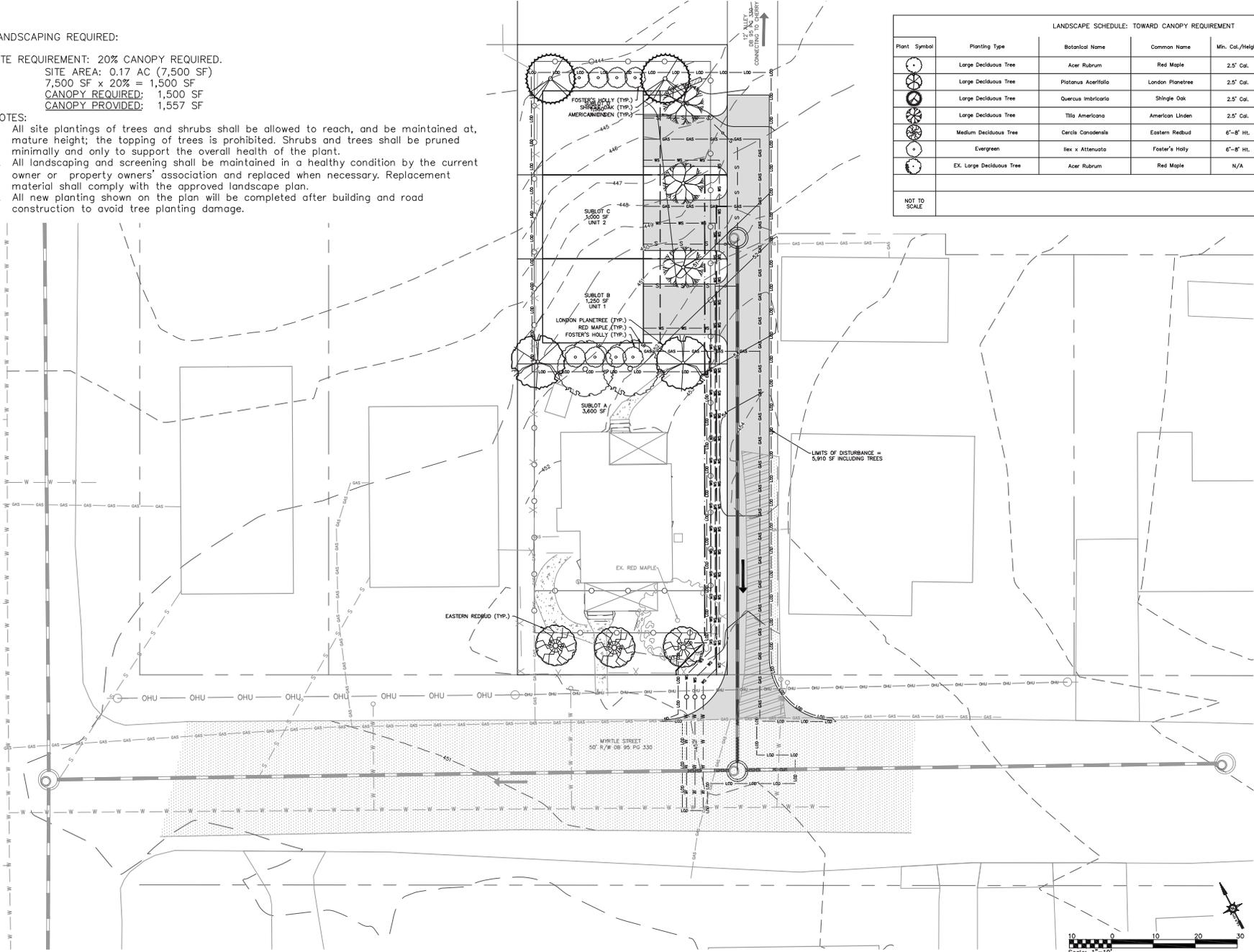
C5

LANDSCAPING REQUIRED:

SITE REQUIREMENT: 20% CANOPY REQUIRED.
 SITE AREA: 0.17 AC (7,500 SF)
 7,500 SF x 20% = 1,500 SF
 CANOPY REQUIRED: 1,500 SF
 CANOPY PROVIDED: 1,557 SF

NOTES:

- All site plantings of trees and shrubs shall be allowed to reach, and be maintained at, mature height; the topping of trees is prohibited. Shrubs and trees shall be pruned minimally and only to support the overall health of the plant.
- All landscaping and screening shall be maintained in a healthy condition by the current owner or property owners' association and replaced when necessary. Replacement material shall comply with the approved landscape plan.
- All new planting shown on the plan will be completed after building and road construction to avoid tree planting damage.



LANDSCAPE SCHEDULE: TOWARD CANOPY REQUIREMENT								
Plant Symbol	Planting Type	Botanical Name	Common Name	Min. Cal./Height	Quantity	Canopy SF	Total Canopy SF	
	Large Deciduous Tree	Acer Rubrum	Red Maple	2.5' Cal.	2	113	226	
	Large Deciduous Tree	Platanus Acerifolia	London Planetree	2.5' Cal.	2	154	308	
	Large Deciduous Tree	Quercus Imbricaria	Shingle Oak	2.5' Cal.	2	113	226	
	Large Deciduous Tree	Tilia Americana	American Linden	2.5' Cal.	3	113	339	
	Medium Deciduous Tree	Cercis Canadensis	Eastern Redbud	6'-8' Ht.	3	78	234	
	Evergreen	Ilex x Attenuata	Foster's Holly	6'-8' Ht.	8	28	224	
	EX. Large Deciduous Tree	Acer Rubrum	Red Maple	N/A	1	113	113	
						TOTAL OPEN SPACE		
NOT TO SCALE							Total	1670



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CHECKED BY
Justin Shimp, P.E.

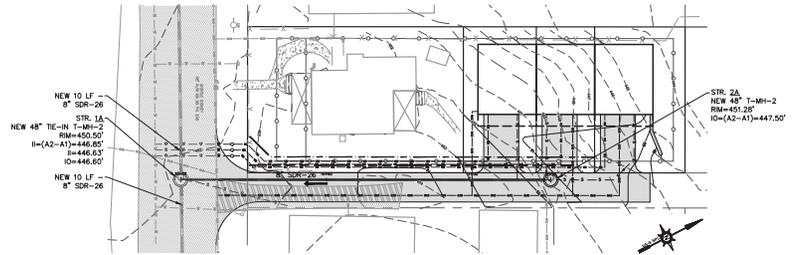
MAJOR DEVELOPMENT PLAN
 1107 MYRTLE ST

CHARLOTTEVILLE, VIRGINIA
 SUBMISSION:
 2025.02.11
 REVISION:
 25.05.08 (City Comments)

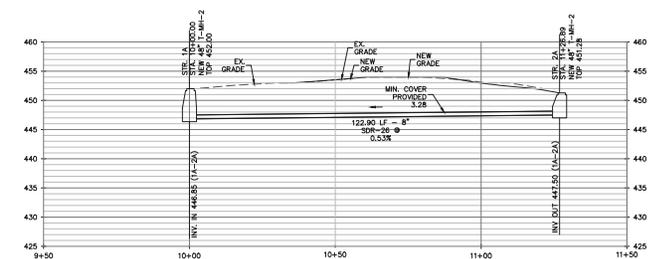
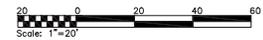
FILE NO. 24.092

LANDSCAPE PLAN

C6



1 SANITARY SEWER - PLAN VIEW



2 SANITARY SEWER - PROFILE VIEW

HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=20'



DESIGNED BY
Shimp, J.
CHECKED BY
Justin Shimp, P.E.

MAJOR DEVELOPMENT PLAN
1107 MYRTLE ST

CHARLOTTESVILLE, VIRGINIA
SUBMISSION:
2025.02.11
REVISION:
25.05.08 (City Comments)

FILE NO. 24.092

SANITARY SEWER
PROFILE

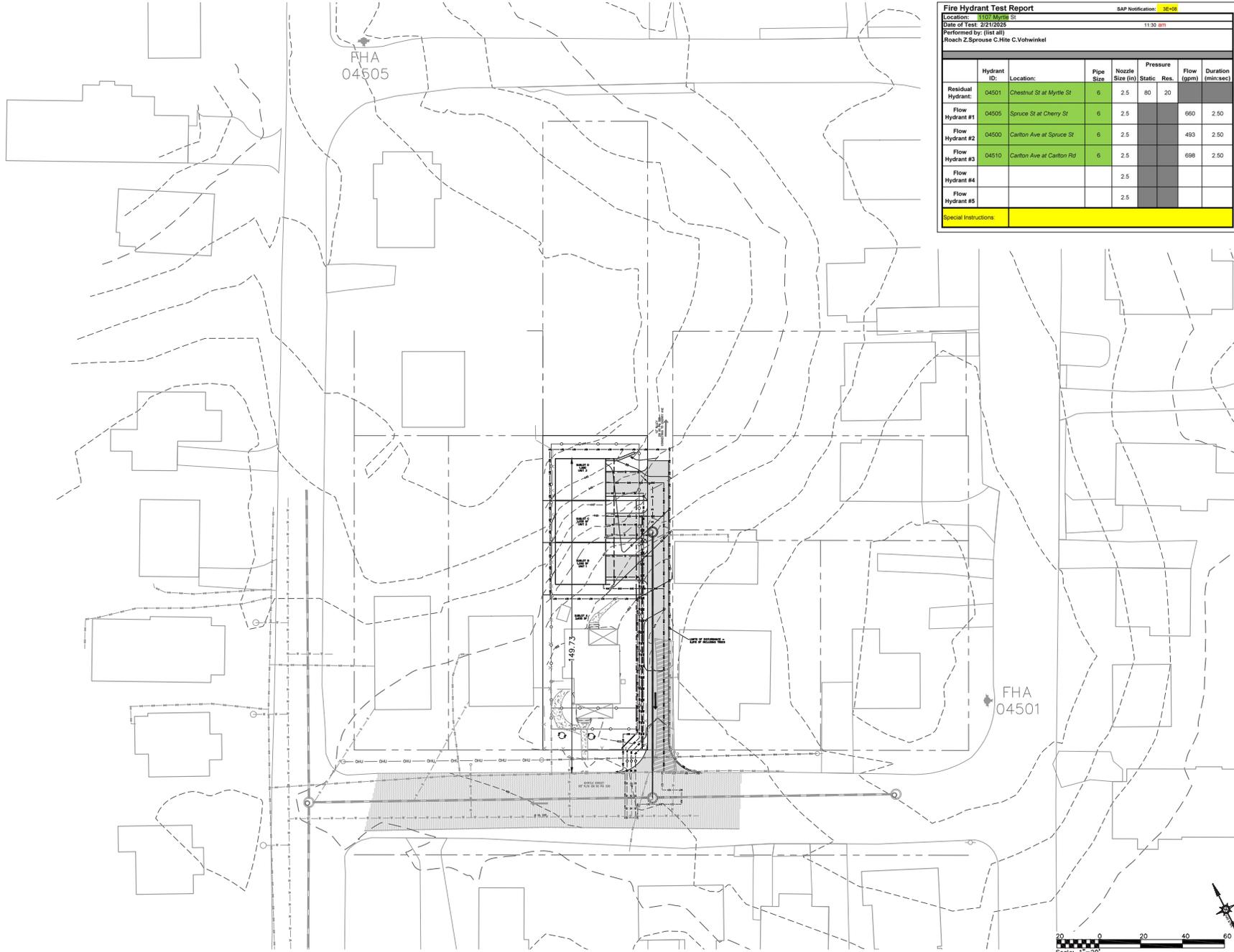
C7

Fire Hydrant Test Report SAP Notification: 26-06

Location: 1107 Myrtle St
 Date of Test: 2/21/2025 11:30 AM
 Performed by: (list all)
 Roach Z. Sprouse C. Hite C. Vohwinkel

Hydrant ID:	Location:	Pipe Size	Nozzle Size (in)	Pressure		Flow (gpm)	Duration (min:sec)
				Static	Res.		
Residual Hydrant:	04501	Chestnut St at Myrtle St	6	2.5	80	20	
Flow Hydrant #1	04505	Spruce St at Cherry St	6	2.5			680 2:50
Flow Hydrant #2	04500	Carlton Ave at Spruce St	6	2.5			493 2:50
Flow Hydrant #3	04510	Carlton Ave at Carlton Rd	6	2.5			698 2:50
Flow Hydrant #4				2.5			
Flow Hydrant #5				2.5			

Special Instructions:



DESIGNED BY: [Name]
 CHECKED BY: Justin Shimp, P.E.

MAJOR DEVELOPMENT PLAN
1107 MYRTLE ST

CHARLOTTEVILLE, VIRGINIA
 SUBMISSION: 2025.02.11
 REVISION: 25.05.08 (City Comments)

FILE NO. 24.092

FIRE COMPLIANCE PLAN
C8

CITY OF CHARLOTTESVILLE
Department of Neighborhood Development Services
 City Hall Post Office Box 911
 Charlottesville, Virginia 22902
 Telephone 434-970-3182
 Fax 434-970-3359
www.charlottesville.gov



PLANNING COMMISSION REGULAR MEETING
APPLICATION FOR A SPECIAL EXCEPTION PERMIT
APPLICATION NUMBER: PL-25-0118
DATE OF MEETING: September 9, 2025

DEPARTMENT OF NEIGHBORHOOD DEVELOPMENT SERVICES STAFF REPORT

Project Planner: Benjamin Koby

Date of Staff Report: August 27, 2025

Applicant: Geoff Moran, Shimp Engineering

Applicant's Representative(s): Geoff Moran

Current Property Owner: LLANDAFF FARM, LLC

Application Information

Property Street Address: 1107 Myrtle Street ("Subject Property")

Tax Map & Parcel/Tax Status: 570136000 / Taxes are up to date

Total Square Footage/ Acreage Site: Approx. 0.17 acres (7405.2 square feet)

Comprehensive Plan (General Land Use Plan): General Residential

Current Zoning Classification: R-A Residential A

Overlay District: None

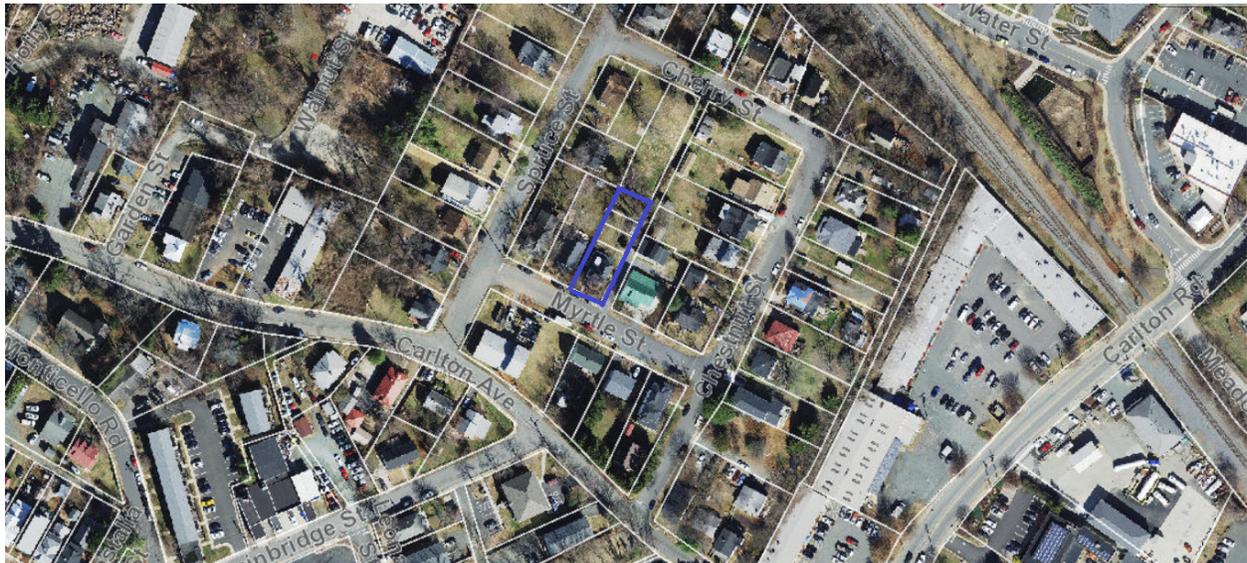
Applicant's Request (Summary)

The applicant is requesting a Special Exception Permit (SEP) pursuant to City Code Sections 34-2.4.3.A.5 (Build-to) and 34-5.2.15 (Special Exception), which states a SEP may be granted for the modification of any physical dimensional standards within Division 2.10, 4.3, 4.5, 4.7, and 4.8. In the Residential A (R-A) Zoning District, there is a required build-to width of 50%. Which means that within the front setback range (10'-20' or utilizing the existing range) building(s) must take up 50% of that space to meet that requirement. The existing house (with a width of 21'-9"), proposed to stay on site, does not meet the build-to width requirement (minimum width of 25') of the parcel (50' wide). The applicant is applying for a Special Exception to facilitate the development of three single-family residences to the rear of the parcel. The R-A zoning district allows four (4) dwelling units on one parcel with the preservation of the existing structure bonus. As presented in the SEP application and Major Development Plan application (PL-25-

0033) the use and density is by-right. To move the project forward, the applicant has three options, demolish the existing structure and rebuild in a fully conforming way, build a new structure or an addition within the build-to range to meet the requirement, or pursue a SEP to allow for building in the rear. In addition to this application, the City approved a subdivision (PL-25-0090) in July of this year to create four (4) sublots on the Subject Property. As of the date of this report staff has completed two (2) rounds of the Major Development Plan (PL-25-0033) and is currently waiting on the applicant to resubmit an updated plan.

The Development Plan review, under project number PL-25-0033, has gone through two iterations of review since the initial submittal on February 12th, 2025. The three remaining commenters are from Neighborhood Development Services (Planning), Utilities, and the Fire Marshall's Office. Seemingly all comments can be addressed within the next round of review and do not interact with the SEP that they are pursuing within this application. Reference the attached comment letter for the remaining comments.

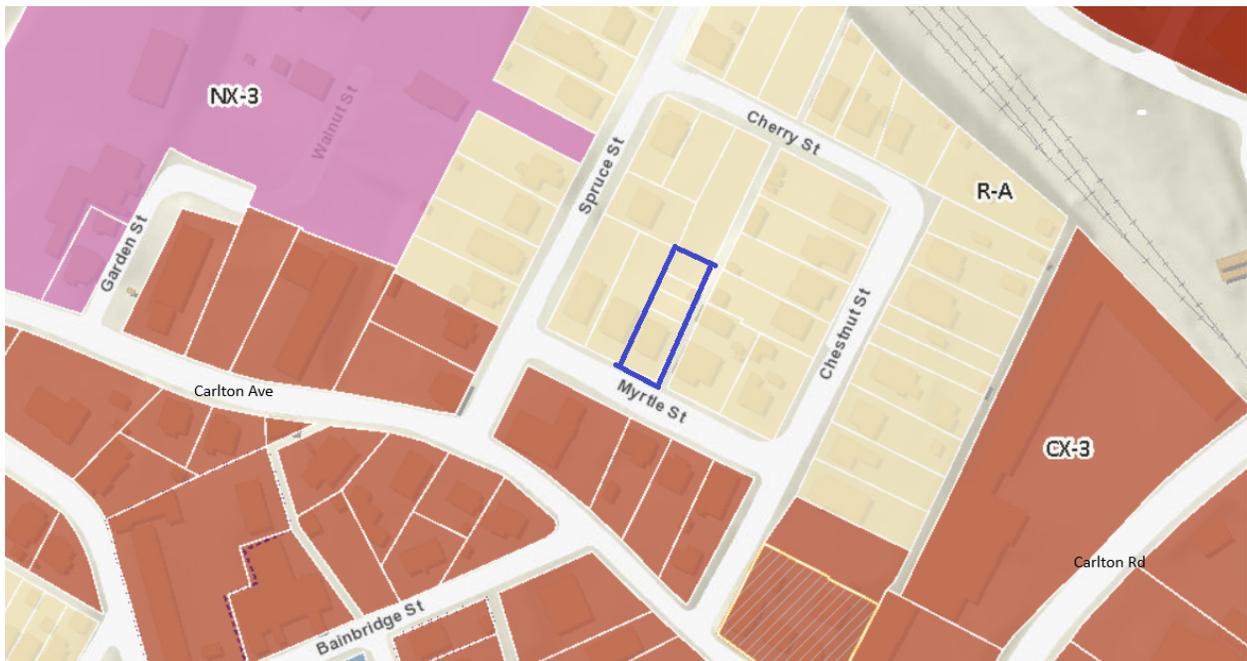
Vicinity Map



Context Map 1



Context Map 2- Zoning Classifications



Context Map 3- Future Land Use Plan, 2021 Comprehensive Plan



Standard of Review

City Council may grant an applicant a Special Exception Permit (SEP), giving consideration to a number of factors set forth within Zoning Ordinance Section 34-5.2.15.D. If Council finds that a proposed use or development will have potentially adverse impacts, and if Council identifies development conditions that could satisfactorily mitigate such impacts, then Council may set forth reasonable conditions within its SEP approval. The role of the Planning Commission is to make an advisory recommendation to the City Council, as to (i) whether or not Council should approve a proposed SEP and if so, (ii) whether there are any reasonable development conditions that could mitigate potentially adverse impacts of the proposed development.

Section 34-5.2.15.D of the City’s Zoning Ordinance lists a number of factors that Council will consider in making a decision on a proposed SEP. Following below is staff’s analysis of those factors, based on the information provided by the applicant. The applicant’s analysis can be found in Attachment A.

1. Whether the proposed modifications to physical dimensional standards will be harmonious with existing and approved patterns of development on the same or an opposing block face or abutting property;

Staff analysis: The existing house at 1107 Myrtle St is already harmonious with the existing and approved patterns of development within the area. However, the new proposed development is proposing to improve the existing alley on the block and provide three additional units in the rear. We can give some consideration to the proposed single family residences that will be constructed. However, if the existing house was already wide enough to meet the build-to requirement of the code, the proposal would be allowable by-right. Considering the development as a whole, it would be a slight intensity increase in the area, but it is not uncommon for houses to have

accessory structures in the rear yard. The area is characterized by small houses on relatively small lots. From a form perspective, the construction of three new single-family residences would not be out of line with the existing built form.

2. Whether the proposed modification supports the goals and strategies of the Comprehensive Plan;

Relevant guiding principles:

The Future Land Use Map from the Comprehensive Plan designates this area as General Residential and it is intended to provide an opportunity for a range of housing types within residential areas and to increase housing choice within the existing neighborhoods. Per Table 2 Land Use Category Descriptions (Page 29), general residential areas should “Allow up to 4-unit dwellings if the existing structure is maintained.”

Within The Comprehensive Plan Chapter 4, Goal 3 states the goal to Protect and enhance the existing distinct identities of the city’s neighborhoods and places while promoting and prioritizing infill development, housing options, a mix of uses, and sustainable reuse in our community.”

Staff Analysis:

The intent of the build-to zone requirements of the Development Code, born out of the goals of the Comprehensive Plan, speaks to the desire to create attractive and harmonious streets with a consistent pattern of development. The build-to zone aim is to bring consistency by requiring new developments be placed forward on a property toward the primary street lot lines. The existing structure is already meeting the build-to zone and setback requirements. However, the build-to width requirements are intended to manage lot sizes by promoting subdivision of parcels to create new and smaller lots so it is easier to meet the build-to width requirements of the district in which you are located. However, with this being an infill development on a parcel with an existing house, and subdivision would not be a feasible strategy, the Special Exception is the most viable and logical alternative to allow for this development.

Subdivision is not a feasible solution, as the existing house is centrally located on the parcel, making it impossible to divide the land without compromising the integrity or functionality of the structure. Additionally, adjusting the lot lines in an attempt to meet the required build-to width would still fail to bring the property into compliance with zoning regulations. The current placement of the house inherently prevents alignment with the prescribed standards, regardless of boundary modifications.

Another alternative is to demolish the existing structure and rebuild a slightly larger structure. Demolition of the existing structure would run counter to the goals of existing structure preservation within the Comprehensive Plan, and would not be a suitable option for Planning Commission or City Council to require.

The final alternative that Staff explored is to require building within the build-to zone, either a new structure or an addition, to meet the build-to requirement. Staff finds this option to be unnecessarily costly and would be a needless alteration to the existing street facing building facade. The existing structure is already similar enough to the other houses in the proximity, that requiring an addition would achieve no tangible benefit for the cost that the applicant would incur.

3. Whether, with conditions, the Special Exception Permit is consistent with the public necessity, convenience, general welfare, and good zoning practice.

Staff does not believe there are any conditions warranted for this application. The development is in-line with the goals of the Comprehensive Plan and the build-to width Special Exception request is appropriate given the preservation of the existing structure and the existing characteristics of the community.

Public Comments Received

Staff has received no public comments at the publishing of this report.

Staff Recommendation

Based on the proposed use of the structures, the existing street scape, and neighborhood characteristics, staff recommends the Planning Commission recommend approval of the Special Exception Permit to the build-to width requirements in this case.

Recommended Conditions

Staff recommends no added conditions.

Suggested Motions

1. I move to recommend approval of this application for a Special Exception Permit in the R-A Residential A zone at 1107 Myrtle St to permit the construction of three single unit homes outside of the build-to requirement.
 - a. The size, location, and use will be consistent with the materials submitted in application PL-25-0033 dated February 12th, 2025.
 - b. [condition(s) proposed by Planning Commission]

OR,

2. I move to recommend Denial of this application for a Special Exception Permit in the R-A Residential A zone at 1107 Myrtle St to permit the construction of three single unit homes outside of the build-to requirement.

Attachments

1. Special Exception Request Letter
2. Development Plan Overview
3. Development Plan Comment Letter dated July 29th, 2025

SHIMP ENGINEERING, P.C.

Design Focused Engineering

May 8, 2025

City of Charlottesville
Neighborhood Development Services
610 East Market Street
Charlottesville, Virginia 22902

Special Exception for 1107 Myrtle Street Build-to-width Requirements

To Whom it May Concern,

Based on Section 2.2.2 (R-A Residential A) of the current City of Charlottesville Zoning Code (adopted December 18, 2023), requirements for the development of 1107 Myrtle Street includes a minimum build-to width of 50% on the primary street. The primary lot line for this property is 50' on Myrtle Street. In order to meet the build-to-width requirements, the existing preserved building along the primary street must be at least 25' in width. Per Section 2.10.6, the build-to-width's intent is "to facilitate the creation of a convenient, attractive, and harmonious community by regulating the placement of buildings along the public realm so that buildings frame the public realm with a consistent pattern of development." The smaller existing footprint of the existing buildings does not hinder the intent set forward. Since this existing building was built prior to the current City of Charlottesville Zoning Code, we believe that Section 5.3 (Nonconformities) should be followed. Section 5.3 states "any existing nonconformity, defined as any lot, building or structure, or use that conformed to the zoning regulations at the time they were established, but do not conform to current requirements of this Development Code." In order to be in compliance, with the current zoning code, the existing building would need roughly an eight-foot-wide extension to the front porch as the main building structure is not within the build-to-zone. The existing community is similar in both size and scale and by waiving the build-to-width, there would not be any harm to the attractiveness and appeal of the current community.

If you have any questions or concerns about these requests, please feel free to contact us by email at geoff@shimp-engineering.com or stephanie@shimp-engineering.com or by phone at 434-227-5140.

Regards,

Geoff Moran

**RESOLUTION APPROVING A SPECIAL EXCEPTION PERMIT AMENDMENT
FOR PROPERTY LOCATED AT 1107 MYRTLE STREET**

WHEREAS, LLANDAFF FARM, LLC (“Landowner”), is the current owner of the lot identified as sublots A, B, C, and D of Block 1, Carlton Subdivision (City Parcel Identification No. 570136000, 570136001, 570136002, and 570136003), having an area of approximately 0.167 acres (7200 square feet); (“Subject Property”); and

WHEREAS, the Landowner proposes to modify the Build-To requirements on the Subject Property to build three (3) attached dwelling units behind the existing structure on site (“Project”); and

WHEREAS, the Project is described in more detail within the Applicant's Application materials submitted in connection with Applications PL-25-0033, as required by City Development Code § (“CDC”) 34-5.2.15.B.2 (“Application Materials”); and

WHEREAS, the Planning Commission (“PC”) made a recommendation of approval at its September 9th, 2025, Public Meeting, per CDC § 34-5.2.15.C.2, subject to the following condition:

1. The size, location, and use will be consistent with the materials in Applications PL-25-0033, both dated February 12, 2025.

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of Charlottesville, Virginia (“City Council”), upon consideration of the PC's recommendation and the Staff Reports discussing this Application, as well as the factors set forth within CDC § 34-5.2.15.D, that this City Council finds and determines that granting the proposed Special Exception Permit (“SEP”) would serve the public necessity, convenience, general welfare, or good zoning practice.

BE IT FINALLY RESOLVED by City Council, that, pursuant to CDC §§ 34-2.4.3.A.5., 34-4.7, and 34-5.2.15, subject to and with the PC’s conditions contained above, a SEP is hereby approved and granted to authorize the Project and require a new building to be built outside of the Build-To Zone required on the primary street lot line in the R-A Zoning District.

Policy Briefing Summary

City Council



Regarding:	Resolution to appropriate funding from the Virginia Department of Housing and Community Development FY2026 CoC Capacity Building Funds - \$25,000 (1 of 2 readings)
Staff Contact(s):	Taylor Harvey-Ryan, Grants Program Manager
Presenter:	Taylor Harvey-Ryan, Grants Program Manager
Date of Proposed Action:	October 6, 2025

Issue

Appropriation of DHCD VHSP CB funds and Approval for City Manager to execute grant agreement

Background / Rule

The Office of Budget and Grants Management in coordination with the Blue Ridge Area Coalition for the Homeless (B.R.A.C.H.) received a grant from the Virginia Department of Housing and Community Development. The Virginia Housing Solutions Program (V.H.S.P.) Continuum of Care Balance of State Local Planning Group Capacity Building (C.B.) Program award is \$25,000 and funds to be expended between August 1, 2025 and June 30, 2026.

Analysis

The City of Charlottesville has staff from the Office of Budget and Grants Management and the Department of Human Services serving on the B.R.A.C.H. Board of Directors. Virginia Homeless Solutions Program (V.H.S.P.) Continuum of Care Balance of State Local Planning Group Capacity Building Program has been granted by DHCD to lead agencies or their designees of the Continuum of Care to support the organizational capacity and administrative needs of the Continuum of Care lead agencies in Virginia. Funds may be used for the following:

1. The development and management of homeless crisis response systems
2. Grant administration and reporting of DHCD administered homeless services programs
3. Staff training
4. Essential operational tasks

Financial Impact

There is no budgetary impact to the City of Charlottesville as this grant is entirely state fund and no local match is required. All funds will be distrusted to sub-recipients.

Recommendation

Staff recommends te acceptance and appropriation of the FY26 VHSP CB grant funds and the approval for the City Manager to execute the grant agreement and any subsequent amendments as applicable.

Recommended Motion (if Applicable)

I move to approve the resolution as presented to appropriate the FY26 VHSP CB grant funds in the amount of \$25,000.

I move to approve the City Manager to execute the FY26 VHSP CB grant agreement and any subsequent amendments as applicable for the administration of the FY26 VHSP CB grant award.

Attachments

1. FY26 VHSP CB Resolution
2. FY26 VHSP CB Grant Agreement

RESOLUTION

Appropriating Funding in the Amount of \$25,000 To Be Received from the Virginia Department of Housing and Community Development’s Virginia Homeless Solutions Program, Continuum of Care Capacity Building Fund Program Year 2025- 2026

WHEREAS, The City of Charlottesville, through the Office of Budget and Grants Management has been notified that it will be awarded a grant from the Virginia Homeless Solutions Program (V.H.S.P.) Continuum of Care and Virginia balance of State Local Planning Group Capacity Building (C.B.) Funds of the Virginia Department of Housing and Community Development in the amount of \$25,000.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that upon receipt of the V.H.S.P. C.B. funding the Commonwealth of Virginia, said funding, anticipated in the sum of \$25,000, is hereby appropriated in the following manner:

Revenues

\$25,000	Fund 209	Order 1900615	G/L 430110 State Grant
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Expenditures

\$25,000	Fund 209	Order 1900615	G/L 530550 Contractual Services
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BE IT FUTHER RESOLVED that this appropriation is conditioned upon receipt of \$25,000 in funds from the Virginia Department of Housing and Community Development.

GRANT AGREEMENT
VIRGINIA HOMELESS SOLUTIONS PROGRAM
Continuum of Care and Virginia Balance of State Local Planning Group
Capacity Building Funds
Program Year 2025 - 2026

26-VHSP CB-025

This Grant Agreement is made by and between the **Virginia Department of Housing and Community Development (“DHCD”)**, and **City of Charlottesville (“Grantee”)** for the period **August 1, 2025 to June 30, 2026** in the amount of **\$25,000**.

The Grantee was identified as part of the community’s emergency response system to homelessness in the 2024-2026 Homeless and Special Needs Housing (HSNH) Virginia Homeless Solutions Program (VHSP) application submitted as the lead agency (or designee) of the Continuum of Care (CoC) or Virginia Balance of State Local Planning Group (LPG). Activities funded through this grant will be provided at the Grantee location(s) identified in DHCD’s Centralized Application Management System (CAMS).

The Grant is subject to the terms and regulations set forth in the Homeless and Special Needs Housing Capacity Building Funds Program document, any subsequent amendments, the CoC/LPG proposal as amended through negotiations with DHCD, the DHCD approved Grantee budget, which are incorporated by reference as part of this Agreement, the laws of the Commonwealth of Virginia and federal law.

I. Scope of Services

The goals of the funds, appropriated under Item 102.R of the Commonwealth of Virginia’s 2025 Budget Bill - HB1600 and administered by the Department of Housing and Community Development (DHCD), are to support the organizational capacity and administrative needs of the Continuum of Care lead agencies in Virginia, including local planning groups in the Balance of State Continuum of Care, as they serve persons at risk of or experiencing homelessness in their regions. This funding will support coordinated community-based activities that are designed to reduce the overall length of homelessness in the community, the number of households becoming homeless, and the overall rate of formerly homeless households returning to homelessness.

Funds may be used for one or more of the following activities as detailed in the HSNH guidelines and must coincide with the request submitted by the CoC/LPG lead agency and approved by DHCD:

- The development and management of homeless crisis response systems
- Grant administration and reporting of DHCD administered homeless services programs
- Staff training
- Essential operational tasks

II. Conditions

B. Reimbursement

Funds are disbursed on a reimbursement basis. Grantees must submit remittances in DHCD’s CAMS and be able to provide documentation that the work, services, or cost occurred within the grant period and the expenses were paid appropriately by the Grantee.

Grantees may elect to submit remittances on a monthly or bi-monthly basis. The option selected should be adhered to throughout the year. Supporting documentation must clearly indicate the period for which the reimbursement is requested.

Payment Period	Remittance Submission Timeframe
August 1-31, 2025	September 1-30, 2025
September 1-30, 2025	October 1-31, 2025
October 1-31, 2025	November 1-30, 2025
November 1-30, 2025	December 1-31, 2025
December 1-31, 2025	January 1-31, 2026
January 1-31, 2026	February 1-28, 2026
February 1-28, 2026	March 1-31, 2026
March 1-31, 2026	April 1-30, 2026
April 1-30, 2026	May 1-31, 2026
May 1-31, 2026	By June 5, 2026
June 1-30, 2026 (projection)	By June 5, 2026

C. Reporting

Grantees must submit reports as required by DHCD. Such reports may include, but are not limited to, outcomes and performance reports. Any required reports and their due dates will be announced by DHCD along with any relevant instruction. Submission of reports implies approval from the executive director and is considered final. DHCD reserves the right to withhold reimbursement payments if the Grantee fails to submit the reports.

Year-End Report

The Grantee must submit a year-end report. The date of the year-end report will be communicated to the grantee.

D. Continuum of Care Participation

Grantees must actively participate in the Homeless Management Information System (HMIS) and regional Continuum of Care or Balance of State Local Planning Groups. In addition, Grantees must assure full participation in annual point-in-time and housing inventory counts.

E. Accounting

The Grantee must adhere to Generally Accepted Accounting Principles (GAAP). The Grantee shall establish and maintain separate accounts within its existing accounting system or set up accounts independently. The Grantee shall record in its accounting system all grant payments received pursuant to the grant and all other match funds provided for, accruing to, or otherwise received on account of the grant.

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

F. DHCD Notification

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

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

G. Audit

All grantees, sub-grantees, CHDOs, localities, developers, or any other organizations that receive funding during a program year and/or have projects in progress are required to submit financial statements to DHCD.

Required statements are as follows: Financial Statement(s)**, Reviewed Financial Statement(s) that have been reviewed by an Independent CPA, Financial Statement(s) that have been audited by an Independent CPA or an audit required by the Code of Federal Regulations (CFR), (2 CFR 200 Subpart F), audited by an independent CPA. Please see the table below to determine which documents your organization is required to submit.

If the entity expends awards under only one DHCD program and the program’s statutes or regulations, or terms and conditions of the award do not require a financial statement audit, the entity may elect to have a program-specific audit conducted.

The threshold requirements outlined below are the minimal standards required by DHCD.

Threshold Requirement - The threshold requirements outlined below are the minimal standards required by DHCD.	Document
Total annual expenditures < \$350,000 (Regardless of source)	Financial Statement(s) prepared by organization**
Total annual expenditures > \$350,000	Reviewed Financial Statement(s) – Reviewed by an Independent CPA

(Regardless of source)	
Total annual expenditures > \$550,000 (Regardless of source)	Financial Statement(s) – Audited by an Independent CPA
Federal expenditures > \$1,000,000	2 CFR 200 Subpart F Audit – Audited by an Independent CPA

**Does not require preparation by a CPA

Submission Requirements

Required financial statements/audit must be submitted yearly, within nine (9) months after the end of your fiscal year or 30 (thirty) days after it has been accepted (reviewed financial statement(s), audited financial statements, and 2 CFR 200 Subpart F audit only) - whichever comes first. Entities must electronically submit their financial statement(s), reviewed financial statements, audited financial statements, 2 CFR 200 Subpart F audit, or program specific audit in DHCD’s Centralized Application and Management System (CAMS) which requires the organization to register in CAMS at <https://dmz1.dhcd.virginia.gov/camsportal/Login.aspx>.

Entities are required to have a DHCD reviewed and approved current audit or reviewed financial statement(s) in order to submit a remittance request.

The full DHCD Audit Policy, including explanation of the specific document requirements can be found online at: <https://www.dhcd.virginia.gov/sites/default/files/Docx/audit-policy/dhcd-audit-policy.pdf>

H. Suspension and Debarment

Non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, [2 CFR part 180](#). The regulations in [2 CFR part 180](#) restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

- (a) Independent Public Accountants (IPAs) debarred from providing audit services for all recipients are prohibited from soliciting or entering into any new contracts for audit services with recipients for the duration of the specified period of debarment. Recipients shall not knowingly award contracts to, extend or modify existing contracts with, or solicit proposals from, such IPAs. Debarred IPAs also are prohibited from providing audit services to recipients as agents or representatives of other IPAs.
- (b) IPAs debarred from providing audit services for one or more specific recipient(s) are prohibited from soliciting or entering into any new contracts for audit services with such recipient(s) for the duration of the period of debarment as determined pursuant to this part. The affected recipient(s) shall not knowingly award contracts to, extend or modify existing contracts with, or

solicit proposals from, such IPAs. Debarred IPAs also are prohibited from providing audit services to the affected recipient(s) as agents or representatives of other IPAs, and are required to provide prior written notice to the debarring official before providing such services to other recipients. Debarred IPAs also must provide prior written notice of the debarment to any recipient for which the IPA provides audit

I. Compliance

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

J. Maintenance of Records

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

K. Costs Incurred Prior To Grant Agreement Execution

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

L. Expenditure Review

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

M. Termination, Suspension, Conditions

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

In the case of contract violation by the Grantee, DHCD may request that all or some of the grant funds be returned, even if the Grantee has already expended the funds. The Grantee agrees to return such funds as requested by DHCD within 30 days of the written request.

N. Subsequent Contracts

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

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

O. Default

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

- (1) direct the Grantee to submit progress schedules for completing approved activities;
- (2) issue a letter of warning advising the Grantee of the default, establishing a date by which corrective actions must be completed and putting the Grantee on notice that more serious actions will be taken if the default is not corrected or is repeated;
- (3) direct the Grantee to suspend, discontinue or not incur costs for the affected activity;
- (4) require the Grantee to reimburse DHCD for costs inappropriately charged to the program;
- (5) other appropriate action including , but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

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

P. Conflict of Interest

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

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

Q. Religious Influence

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

III. Additional Assurances

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

IV. Additional Certifications:

The Grantee certifies compliance with applicable federal and state regulations, including but not limited to:

- i. Freedom of Information Act (5 U.S.C 552) and Virginia Freedom of Information Act;
- ii. Virginia Fair Employment Contracting Act;
- iii. Fair Housing Act (42 U.S.C. 3601-20), and implementing measures under:
 - 24 CFR 100 (discriminatory conduct under Fair Housing Act);
 - Executive Order 11063 and regulations at 24 CFR 107 (preventing discrimination on basis of race, color, creed, or national origin);
 - 24 CFR Part 8 (prohibiting discrimination against handicapped individuals);
 - Title VIII of the Civil Rights Act of 1968, as amended, also known as the Fair Housing Act, prohibits discrimination in housing based on race, color, religion, sex, disability, familial status, or national origin.
- iv. The Violence Against Women Act (VAWA), Title IV of the Violent Crime Control and Law Enforcement Act of 1994 and implementing the regulations at:
 - 28 CFR 90 Violence Against Women
- v. Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at:

- 24 CFR 146 (nondiscrimination on basis of age in HUD programs);
 - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- vi. 24 CFR Part 35 (Federal lead-based paint provisions, requiring visual inspections and stabilization of paint before commencement of occupancy, if applicable);
- vii. Encourage participation of locally-owned enterprises in connection with funded activities;
- viii. McKinney-Vento Homeless Assistance Program Regulations;
- ix. Anti-lobbying Certification;
- x. Drug Free Workplace

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

Virginia Department of Housing and Community Development

Sandra Powell, Sr. Deputy Director

Date

City of Charlottesville

Signature

Name (printed or typed)

Title

Date

Policy Briefing Summary

City Council



Regarding:	Resolution authorizing the Charlottesville Fire Department to donate Self-Contained Breathing Apparatus (SCBA) equipment to CATEC for its Fire Training Program
Staff Contact(s):	Michael Thomas, Fire Chief
Presenter:	Michael Thomas, Fire Chief
Date of Proposed Action:	October 6, 2025

Issue

The Charlottesville Fire Department (CFD) plans to donate several self-contained breathing apparatus (SCBA) packs to the Charlottesville-Albemarle Technical Education Center (CATEC) in support of its high school fire training program.

Background / Rule

CFD has discontinued the use of seven (7) Firehawk M7 self-contained breathing apparatus that are now obsolete and have been declared as surplus.

Analysis

The City desires to donate the equipment to the Charlottesville Area Technical Education Center ("CATEC"), a regional technical education center that develops workforce skills and careers, including firefighting, for both high school students and adults. This equipment will be beneficial to the students for their studies and certification.

Financial Impact

The equipment is currently valued at approximately \$400.00. The equipment is no longer needed by the City and CFD as it is obsolete and appropriate to be declared as surplus.

Recommendation

Approval

Recommended Motion (if Applicable)

I move for approval of the resolution.

Attachments

1. CFD Donation of SCBAs to CATEC



RESOLUTION #R-__-__

RESOLUTION AUTHORIZING DONATION OF FIREHAWK M7 SELF-CONTAINED BREATHING APPARATUS TO THE CHARLOTTESVILLE AREA TECHNICAL EDUCATION CENTER

WHEREAS, the City of Charlottesville, Virginia (“City”), through the Charlottesville Fire Department (“CFD”), owns seven (7) Firehawk M7 self-contained breathing apparatus, with plate number 7 MSA (the “Equipment”), which are valued at about \$400.00; and

WHEREAS, the Equipment is no longer needed by the City and the CFD, is obsolete, and appropriate to be declared surplus; and

WHEREAS, the City desires to donate the Equipment, as is, to the Charlottesville Area Technical Education Center (“CATEC”), a regional technical education center that develops workforce skills and careers, including firefighting, for both high school students and adults; and

WHEREAS, City Code § 2-98(a) allows City Council to authorize donation of property worth \$100.00 or more.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville (“City Council”), :

- (1) The City officially declares the Equipment as surplus; and
- (2) The City shall donate the Equipment, as is, to CATEC to be used for training in CATEC’s Firefighter Program; and
- (2) The donated items may be transferred to CATEC upon City Council’s adoption of this Resolution.

Date Adopted:

Certified: _____
Clerk of Council

Policy Briefing Summary

City Council



Regarding:	Resolution to Appropriate Albemarle County's Human Services Fund for Community Attention Youth Internship Program (CAYIP) - \$60,000 (1 of 2 readings)
Staff Contact(s):	Reginald Allen, Human Services Planner, Taylor Harvey-Ryan, Grants Program Manager
Presenter:	Misty Graves, Director of Human Services
Date of Proposed Action:	October 6, 2025

Issue

Albemarle County has awarded \$60,000 to the Department of Human Services to support 22 youth residing in the County.

Background / Rule

The Community Attention Youth Internship Program (CAYIP) offers youth aged 14 to 21 an internship opportunity to gain on-the-job experience. Internship sessions are offered during the school year and the summer. Youth earn a performance-based stipend as an incentive at \$15.00 per hour. Youth have access to career opportunities, learn workplace readiness skills, and identify their strengths.

Analysis

The Funds allow us to expand to county residents.

Financial Impact

No impact on the General Fund. No match required.

Recommendation

Human Services Department recommends the council approve Resolution as written.

Recommended Motion (if Applicable)

Attachments

1. CAYIP FY26 VJCCCA Resolution (final)



**RESOLUTION #R-2025-365
RESOLUTION TO APPROPRIATE THE COUNTY'S HUMAN
SERVICES FUND (FORMERLY A.B.R.T.) GRANT IN THE AMOUNT OF
\$60,000 TO THE DEPARTMENT OF HUMAN SERVICES**

WHEREAS, the City of Charlottesville has been awarded the County's Human Service Fund (formerly A.B.R.T.) in the amount of \$60,000.

WHEREAS, the funds will be used to support the Community Attention Youth Internship Program (C.A.Y.I.P.), providing internships for 22 youth in Albemarle County.

WHEREAS, the grant award covers the period from July 1, 2025, through June 30, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, that upon receipt of the sum of \$60,000 from the County's Human Services Fund, that sum is hereby appropriated in the following manner:

Revenue – \$60,000

\$60,000 Fund: 213 Cost Center: 3413003000 G/L Account: 432030

Expenditures - \$60,000

\$60,000 Fund: 213 Cost Center: 3413003000 G/L Account: 530450

Date Adopted:

Certified: _____
Clerk of Council

Policy Briefing Summary

City Council



Regarding:	Resolution to Appropriate Funds from the Virginia Risk Sharing Association - \$18,238.84 (1 of 2 readings)
Staff Contact(s):	Laura Morris, Deputy Director of Administration
Presenter:	Leon Henry, Director
Date of Proposed Action:	October 6, 2025

Issue

The Virginia Risk Sharing Association has reimbursed the Charlottesville Department of Social Services \$18,238.84 due to the loss of department vehicle, # 3379.

Background / Rule

A Department of Social Services vehicle, #3379, was involved in a multi-car accident. The city's insurance provider, Virginia Risk Sharing Association, investigated the accident, assessed the vehicle, and determined that it was totaled.

Analysis

Department vehicles are used by staff to visit vulnerable children and adults in the community. Having a reliable fleet of vehicles is critical to the department's business needs.

Financial Impact

The appropriated funds will be added to budgeted funds to purchase a replacement for vehicle #3379.

Recommendation

Staff recommends appropriating this funding.

Recommended Motion (if Applicable)

N/A

Attachments

1. Insurance Reimbursement Resolution Sep 2025

RESOLUTION

Appropriating Funding Received from the Virginia Risk Sharing Association for insurance reimbursement in the amount of \$18,238.84

WHEREAS, the Charlottesville Department of Social Services has received a reimbursement of \$18,238.84 in the Fiscal Year 2026 budget from the Virginia Risk Sharing Association for vehicle loss associated with an accident involving vehicle # 3379.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$18,238.84, upon receipt by the City, is hereby appropriated for expenditures within the FY26 budget in the following manner:

Revenue – \$18,238.84

Fund: 212	Cost Center: 3301008000	G/L Account: 451110	\$18,238.84
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Expenditures - \$18,238.84

Fund: 212	Cost Center: 3301008000	G/L Account: 541040	\$18,238.84
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Date Adopted:

Certified: _____
Clerk of Council

Policy Briefing Summary

City Council



Regarding:	Resolution authorizing payment to Kokosing Construction Company, Inc for bridge repair contract claim (1 of 2 readings)
Staff Contact(s):	Brennen Duncan, Traffic Engineer
Presenter:	Brennen Duncan, Traffic Engineer
Date of Proposed Action:	October 6, 2025

Issue

Resolution authorizing payment to Kokosing Construction Company, Inc for bridge repair contract claim from the Risk Management Fund

Background / Rule

In November of 2020, the City entered into a contract with Kokosing Construction Company, Inc. ("KCC") for the repair of four separate bridges within the City. During the course of the project, work was delayed on the 250 bypass over the Norfolk Southern Railway while the City sought additional funding from VDOT for additional repairs. KCC submitted claims for costs allegedly caused by the delay. The City negotiated a settlement whereby the City will recognize an excusable time extension for the project with no assessment of liquidated damages. Both the City and KCC have accepted \$275,000 as full and final settlement of all claims asserted by KCC.

Analysis

The approval of the Resolution aligns with Council's vision to ensure a safe community with regular repair and maintenance of vital city infrastructure.

Financial Impact

Payment of up to \$275,000 from the City's Risk Management fund will be remitted for the settlement of delay claims submitted by KCC. Staff expects approximately \$200,000 of this cost is reimbursable from VDOT.

Recommendation

Staff recommends approval of this Resolution.

Recommended Motion (if Applicable)

I move approval of the Resolution authorizing payment to Kokosing Construction Company, Inc for bridge repair contract claim from the Risk Management Fund.

Attachments

1. Resolution_Kokosing Settlement



RESOLUTION #R-__ -__

Resolution authorizing payment to Kokosing Construction Company, Inc for bridge repair contract claim from the Risk Management Fund

WHEREAS on November 2, 2020 the City entered into a contract with Kokosing Construction Company, Inc. (“KCC”) for the repair of four separate bridges within the City; and

WHEREAS the project’s scope of work included “concrete deck replacement, concrete deck mill/hydro-mill and overlay, concrete deck patching, steel beam repairs, bearing repairs and/or replacements, cleaning and painting of steel beams and bearing assemblies, concrete superstructure surface repairs, deck joint closures, expansion joint replacement, and erosion and drainage repairs”; and,

WHEREAS during the course of the project, work was delayed on the 250 bypass over the Norfolk Southern Railway while the City sought additional funding from VDOT for additional repairs; and

WHEREAS KCC has submitted a claim for costs allegedly caused by this delay totaling \$564,949.30 plus interest of \$115,748.98; and,

WHEREAS the City has negotiated a settlement whereby the City will recognize an excusable time extension for the project until February 21, 2023, with no assessment of liquidated damages, and KCC will accept \$275,000 as full and final settlement of all claims asserted by KCC in the current dispute; and,

WHEREAS approximately \$200,000 remains available for the payment of change order claims from VDOT’s State of Good Repair funding.

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

1. The Manager is authorized to spend up to \$275,000 from the City’s Risk Management fund for the settlement of delay claims submitted by KCC in connection with a contract entered between the City and KCC on or about November 2, 2020.
2. The City Manager is further authorized to execute all documents necessary to effectuate said settlement.

Date Introduced: October 6, 2025

Date Adopted:

Certified:

Clerk of Council



City Manager's Report

*Offices of the City Manager
Elected & Appointed Officials*

10-6-2025

City Manager – Sam Sanders (he/him)

- Recently, I announced to City staff a reorganization of the City Manager’s Office (CMO). The purpose being to ensure all items we are responsible for are in the capable hands of a specific member of the team, so progress occurs, and delivery is possible. This simply represents the next step in the ongoing work: aligning our leadership structure so that the organization can serve with quality and consistency—not just in moments of crisis or high visibility, but every day, across every department, for everyone we serve. This reorganization illustrates a division of the City Manager’s function to one that focuses on the organizational management core priorities, and the critical initiatives work which influences and complements the churn of the whole organization. Here are the changes that became effective October 1:
 - An **Assistant to the City Manager** is a new role for the City, but not new in the world of local government management; this critical leadership role supports the City Manager directly in advancing strategic priorities, overseeing cross-departmental initiatives, and ensuring effective communication and coordination across the organization and with community stakeholders; think of it as a project manager for me and one who works with me and independent of me on specific things; I have extended an offer for this role and an announcement will be coming shortly.
 - A **Chief Prosperity Officer** is a new title, but the same core values-driven work as equity by another name; Ashley Marshall has been tapped to serve in this role of supporting the needs of the whole community through aligning programs, services, and practices to remove systemic barriers so access and opportunity result; this role focuses on the priorities set by the City Manager in what is referred to as “The Laboratory” – a place where we dream, imagine, try, test, assess, evaluate, discard, change, and pivot; Ashley will continue to collaborate with PCOB, Human Rights, ADA, and Home to Hope, and she will directly engage a body of initiatives focused on health and wellness, access and opportunity, and culture and history.
 - The **Chief Strategy Officer** is also a new role; this position will lead a performance management effort within the organization; this role will support the facilitation, tracking, and reporting of the citywide strategic plan; the production of a dashboard to collect, synthesize, analyze, and report on performance across the City; the ideal person will be one who can help visualize the effectiveness of the entire City team in its service to the community and ensure this is priority number one.
 - **One Deputy City Manager**. James Freas will work to consolidate strategy-setting and decision-making authority for clarity and consistency

with the City Manager; the Deputy will act in the absence of the City Manager.

- The return of the **Assistant City Manager** role, but this time **two** will serve as collaborative strategists with senior leadership to support the delivery of results outlined in work plans and envisioned by Council's Strategic Plan; each portfolio will be determined once we have recruited and selected from the best available candidates looking to join the City of Charlottesville team.
- And lastly, a grant-funded temporary position: **Economic Mobility Officer** as part of a national project with [ICMA \(link\)](#) (International City/County Management Association) – the leading organization of local government professionals – will provide the base salary for a person to coordinate citywide efforts that advance upward economic mobility, promote opportunity, and reduce poverty through community-engaged strategies.
- This higher capacity team will be realized using already budgeted, but unfilled positions; this reorganization is budget-neutral and ensures the CMO can work on everything entrusted to it. In short, this reorganization is about moving from stability to excellence—serving not only with strength, but with the quality and consistency that our community deserves.

Office of Communications & Public Engagement (CAPE) – Director Afton Schneider (she/her)

- CAPE has launched a weekly On-the-Spot segment with City Manager Sanders featuring highlights from different departments throughout the City and from local leaders. These updates are meant to provide in-time updates for the community and allow opportunities for everyone to be more engaged. Catch it every Tuesday on the City's [Facebook \(link\)](#), [Instagram \(link\)](#), and recently launched [TikTok \(link\)](#). Do you have a TikTok account? Give us a follow!
- On September 26, Starr Hill Pathways students participated in a two-hour multimedia workshop at the Community Media Center, learning skills in interviewing, live switching, audio mixing, and PSA production. Their final PSA will air on CPA-TV and social media. Another workshop is scheduled for October 13.
- Recent filming and editing include Loop De Ville, Cville Sabroso Festival, and Cville Pride Festival. Upcoming coverage includes the NextGen Skilled Trades event on October 4 and the African American Military Experience program on October 11 at Carver Recreation Center, which will air on Educational Access TV14. We also highlight all events on our monthly local public affairs tv program, Inside Charlottesville. Catch new episodes on-air on the first Friday of every month on Charlottesville TV10 and previous episodes every Friday and Sunday at 7:00 PM and Saturday and Monday at 9:00 AM, or stream online on [YouTube \(link\)](#), [Facebook \(link\)](#), [Vimeo \(link\)](#), or CAPE's [webpage \(link\)](#).

- Planning is underway for Charlottesville’s Grand Illumination this year on Friday, December 5, from 5:00 - 8:00 PM at Ting Pavilion. The Planning Committee is looking forward to putting on another great event for the community!
- The UVA Frank Batten School of Leadership and Public Policy and PEGLLLab invite the community to the Fall 2025 Central Virginia Looking, Listening & Learning Exchange gun violence prevention panel on Friday, October 10, from 11:00 AM - 1:00 PM at CitySpace (100 5th Street NE). This event will feature an engaging panel discussion led by representatives from Baltimore’s Gun Violence Reduction Strategy alongside community leaders, policymakers, and public health experts. Lunch will be served. Please [RSVP online \(link\)](#) by Wednesday, October 8.

Office of Sustainability – Director Kristel Riddervold (she/her)

- Welcome Lauren Medica – an intern joining the Office of Sustainability (OS) for the fall semester through the UVA Intern Placement Program.
- OS returned as an exhibitor for the Charlottesville Pride Festival for the second year in a row to promote OS programs and the City’s recent efforts related to the Biophilic Cities Network.
- OS returned as an exhibitor at the second annual Veg Fest at Ix Park. OS and Local Energy Alliance Program (LEAP) staff directed attendees towards water- and energy-saving incentives and rebates on the Energy Resource Hub, shared information regarding Resilient Together, heat safety, and encouraged attendees to contribute to a display describing activities that make them feel the most connected to nature or “biophilic”.
- To promote the Energy Resource Hub, OS and LEAP jointly tabled at the annual Sabroso Festival, registering attendees for home energy audits, sharing “Imagine A Day Without Water” Art Contest information, and providing materials on water conservation in English and Spanish.
- In partnership with Jefferson-Madison Regional Library, LEAP and OS have expanded the Mobile Resource Hubs to the Northside and Gordon Avenue libraries to increase library visitors’ access to OS materials.
- OS and Emergency Management collaborated on the creation of graphics for National Preparedness Month to encourage residents to plan and prepare for a variety of risks and types of emergencies. Using resources from ready.gov, the National Weather Service, and NOAA, the social media posts provide tips and tricks for preparedness that include guidance on how to have conversations in your household, with neighbors, and in the community. The content will be compiled into a hardcopy resource for distribution.
- As part of the United Way’s Day of Caring, the Charlottesville Invasive Plant Partnership, the Rivanna Conservation Alliance, and ReLeaf C’ville jointly hosted a service event which OS participated in and focused on the removal of invasive stiltgrass at Riverview Park.

- OS's Water Efficiency Program Coordinator presented at three recent conferences (Alliance for Water Efficiency Symposium, Virginia's American Water Works Association Conference, and WaterSmart Innovations) highlighting the City's long-standing toilet rebate program, the updates made to the City's toilet rebate programs, and steps other utilities can take to set up their own or update their toilet rebate programs. [Learn more about the City's \\$150 toilet rebate on the program webpage. \(link\)](#)
- The Water Conservation Program, in partnership with the Rivanna Stormwater Education Partnership, successfully hosted a fall rain barrel workshop in the City of Charlottesville. 15 attendees learned the importance of rain barrels and their role in reducing stormwater runoff. The City continues to offer [\\$30 rain barrel rebates \(links\)](#) for installing rain barrels at their homes. A spring rain barrel workshop is being planned.
- The Water Conservation Program, in collaboration with regional partners, has kicked off the 11th annual Imagine a Day without Water Art Contest, challenging youth to show how "Water Works" through artistic creations. The contest is open to all youth in grades K – 12th living in the City of Charlottesville and Albemarle County. Art submissions will be accepted now through October 27. Original two-dimensional creations (including photography) can be submitted via mail, digitally, or at Central, Northside, and Crozet Library branches. More info is available at Charlottesville.gov/ArtContest.
- Two projects under the City's Energy Performance Contract hit notable milestones over the past month. The solar photovoltaic system at CATEC was completed, producing clean energy for the facility. A project involving LED lighting and efficient plumbing fixtures in City Hall Annex, City Hall, and Key Recreation Center kicked off.
- The Energy Resource Hub partnered with Rewiring America to introduce a [limited-time incentive \(link\)](#) to support heat pump installations. When combined with City incentives, residents can save up to \$5000 on a new heat pump.
- OS joined the Parks and Recreation Department to celebrate the City's recent membership to the Bee City USA initiative.

Office of Economic Development – Director Chris Engel (he/him)

- The Office of Economic Development (OED) recently celebrated seven individuals who completed the GO Start-Up fall cohort. Represented in the group were six different business concepts ranging from counseling services to 24-hour on-call aesthetician services, an independent financial analyst, and more. This cohort continued the GO Start-Up program's tradition of attracting individuals from a variety of backgrounds, all seeking to learn more about how to convert their ideas into a practical business, and some of the essentials required to build and sustain an emerging company.

- Led by the Office of Economic Development’s Entrepreneurship Program Specialist, Keith Groomes, and with the support of guest speakers from partner organizations, GO Start-Up serves as an on-ramp to the entrepreneurial highway. It is a critical component of OED’s and the City’s strategic efforts to provide equitable entrepreneurship opportunities. The next GO Start-Up cohort is planned to take place in Spring 2026.

Office of Human Rights – Director Todd Niemeier (he/him)

- Following the submission of their legislative agenda recommendations to City Council, Human Rights Commissioners are now shifting their focus to City policy recommendations. As with the legislative agenda recommendations, the Commission will focus its City policy recommendations on housing access and stability across protected classes and economic status. Commissioners will discuss their City policy recommendation ideas during their next two regular meetings on October 16 and November 20, with the goal of presenting their written recommendations to Council on or before November 30.
- On August 16, Lily Gates assumed the role of Human Rights Policy and Impact Analyst. In this role, Lily supports the Human Rights Commission and Office of Human Rights by researching and compiling information regarding policy and systemic human rights issues, conducting community engagement to understand current and emerging human and civil rights needs, and proposing strategies to mitigate individual and community harms. Lily has served in the Office of Human Rights since June 2021, both as an Intern and later as the Human Rights Outreach Specialist. We are grateful for her service and the insights and skills she brings to her new role.
- The Office of Human Rights currently has 19 open discrimination complaint cases. 10 are under investigation, five are in the process of alternative dispute resolution, two are under review for determination after investigation, and two are awaiting responses to offers of alternative dispute resolution.

Finance Department – Director Chris Cullinan (he/him)

- The City has gone live with its upgraded financial management system. This is the culmination of a multi-year effort by staff from across the organization to ensure that our system continues to be technically robust and secure and provide reliable financial accounting and reporting. The next phase of this project will be understanding and utilizing the built in tools and analytics to better leverage the City’s financial data for informed decision making.

Charlottesville Department of Social Services Advisory Board

ANNUAL REPORT TO CITY COUNCIL

The Charlottesville Department of Social Services (CDSS) Advisory Board is pleased to present its Annual 2025 Report to City Council. We appreciate Council’s support and the opportunity to share these updates over the past fiscal year.

Vision & Mission: (CDSS) remains committed to joining with the community to meet essential needs, promote self-sufficiency, and enhance quality of life.

The Department of Social Services consists of three Divisions that work collaboratively to ensure that the citizens of Charlottesville receive eligible benefits and service programs.

Major Programs Include But Are Not Limited To:

<u>Benefit Programs</u>	<u>Services Programs</u>	<u>Administrative Services</u>
Child Care Subsidy Program (CCSP)	Child Protective Services (CPS)	Vendor/ Foster Care Payments
Temp Assist. For Needy Families (TANF)	Foster Care Prevention/ In Home	Procurement
Workforce (VIEW/ SNAP E&T)	Foster Care	Reconciliation
Supplemental Nutritional Assist. Program (SNAP)	Adoption	Recruitment
Energy Assist. (LIHEAP/ PIPP)	Fostering Futures	Staff Stabilization
Medical Assistance	Adult Protective Services (APS)	Financial Planning
Aux Grant, General Relief And Refugee Services	CSA/ Title IVE Funding And Administration	Accounting

Local Economic Impact

<u>Programs</u>	<u>Amount (USD)</u>
Medicaid & FAMIS payments to providers	\$99,593,830
SNAP	\$9,847,031
Children’s Services Act (CSA) payments	\$4,986,321
Staff, Administrative & Operations	\$6,585,721
Adoption Assistance payments	\$3,399,764
Title IV-E Foster Care payments	\$257,120
Child Care Subsidy payments	\$1,129,912
TANF (Temporary Assistance to Needy Families)	\$1,389,032
Fostering Futures Foster Care Assistance	\$75,306
Kinship Guardianship Assistance	\$21,051
LIHEAP (Low-Income Home Energy Assist. Program)	\$507,787
Auxiliary Grant payments to providers	\$532,878
Other Purchased Services for clients	\$143,965
Central Service Cost Allocation	\$164,709
VIEW (VA Initiative for Education and Work)	\$132,767
Independent Living Services	\$55,303
Refugee Assistance	\$20,133
General Relief	\$3,792
State/Federal Funding	\$128,495,585
Department Local Match	\$3,981,861
Local Match for Children’s Services Act (CSA)	\$1,855,705
Total Expenditures for FY2024	\$134,333,151

Key Program Updates

Benefits: Federal and state mandated Programs to help low income families and individuals meet basic needs for food, shelter, and medical care.

- SNAP changes include new matching administrative funds, altered eligibility, and stricter work requirements.
- Medicaid changes introduce new tax restrictions, community engagement/work requirements, and a revised renewal process effective October 2026.

Services: Federal and State mandated Programs that provide assessment, intervention, and case management services for at risk youths and adults.

- Kinship placements are a success—CDSS reports 55% placement rate (well above the state average of 22%).
- The Safe Kids, Strong Families Initiative has launched a \$1M study on systemic reforms.
- FY2026 budget approved Adult Protective Services (APS) position has been filled.

Administrative: Responsible for planning, budgeting and fiscal management, program coordination and evaluation, and personnel administration.

- Vendor Payments transitioned from Harmony to the Kinship platform fully, however with conflict due to unexpected challenges.
- Team is now exploring expansion of the City’s Umbrella system with I.T. to elevate future platform concerns that contribute to payment processing delays.
- Staffing vacancy rate is currently 2.7%, a positive indicator compared to other localities.

Challenges Ahead

Service Division: Referrals are rising, foster care caseloads up 50% (108 children in care), APS reports increased 4.8%. Staff burnout and compliance pressures are growing, specifically in the funding unit in which the caseload volume has greatly increased.

Benefits Division: SNAP and Medicaid policy changes present concern for increased workloads and compliance risks. Cost shifting from federal to state/local governments due to Error Rates poses budget challenges. New work and engagement requirements will require additional staff training, case monitoring and follow up by community members applying for and receiving benefits.

Safety and Security: Implementation of new lobby technology, a security officer and lobby restructuring would be helpful to improve the safety of our staff and customers, while increasing work efficiency.

Succession Planning: The department has a multi-generational work force. There is a recognized need for succession planning and the board recommends that this be a priority for the new director. In calendar year 2024, the department had 4 retirements. 10% of the department’s workforce is eligible to retire in 2025 based on years of service and/or age. This includes 4 out of 6 Benefit Programs Supervisors.

Looking Forward: CDSS will continue adapting to evolving State and Federal policies, focus on improving service delivery, and remain committed to transparency and innovation in meeting community needs. It will be very important to ensure that staff members have the support needed to successfully perform job duties in a safe environment.

Respectfully, submitted by the Charlottesville Department of Social Services Advisory Board Members:

- Cherry Stewart, Chair
- Tyler Dick, Vice Chair
- Darlene Ayars-Feazell
- Avan Batten
- Omwira Nkere
- Brian Pinkston, City Council
- Rebecca Schmidt
- Toya Trager

Policy Briefing Summary

City Council



Regarding:	Public Hearing and Resolution Approving Lease Agreement with Cultivate Charlottesville
Staff Contact(s):	Brenda Kelley, Redevelopment Manager
Presenter:	Brenda Kelley, Redevelopment Manager
Date of Proposed Action:	October 6, 2025

Issue

Cultivate Charlottesville has been using a City-owned property in the 10th and Page neighborhood for approximately ten (10) years. A Lease Agreement is required to allow Cultivate Charlottesville to use the property.

Background / Rule

Cultivate Charlottesville currently uses the vacant lot located at 210 8th Street NW “with a mission to end generational poverty, and to foster a culture of achievement in which all children in our community graduate from high school, ready for college or career.” Currently, there are raised beds and accessory sheds on this property.

Analysis

The general terms of the proposed Lease are as follows:

Lease Period: One (1) year, renewable at the City’s option for up to three (3) additional one-(1) year terms; and

Lease Rate: \$1.00 for first year; \$450.00 annual Lease Rate on first renewal, with no more than three percent (3%) annual increase thereafter; and

Use of Property:

- Outdoor gardening activities;
- Keeping of livestock is not permitted;
- Use of the property from dusk-to-dawn;
- No parking of vehicles on or within the leased property;
- No promotion of commercial businesses in outside signage on the leased property; and
- Property shall not be used for conducting business on the premises.

Lessee Responsibilities: Responsible for all work and costs associated with the ongoing maintenance, operation, repair, and janitorial services of the leased property; maintenance of all turf and forested areas, including notice of use of pesticides, etc.; Lessee accepts Leased Property “as-is,” responsible for all utilities; responsible for all supervision and well-being and safety of its employees and members on the leased property.

Financial Impact

There is no anticipated financial impact.

Recommendation

Following conducting the legally required Public Hearing, City Staff recommends that City Council adopt the attached Resolution approving the attached Lease Agreement.

Recommended Motion (if Applicable)

"I make a Motion to adopt the attached Resolution approving the attached Lease Agreement with Cultivate Charlottesville."

Attachments

1. Resolution Cultivate Charlottesville Sept2025
2. Cultivate Charlottesville Lease Agr Sept2025



RESOLUTION #R-__ - __

Approving a lease of property at 210 8th Street NW to Cultivate Charlottesville

WHEREAS, Cultivate Charlottesville desires to lease a portion of a certain City-owned property for a term of one (1) year, and with option for renewal for up to three additional one year terms, and City Council has considered the terms of the proposed lease, and has conducted a public hearing in accordance with the requirements of Virginia Code Sec. 15.2-1800(B);

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the lease of a portion of City-owned property located at 210 8th Street NW, Charlottesville, Virginia, to Cultivate Charlottesville, presented to Council this same date for consideration, is hereby APPROVED and the City Manager is hereby authorized to execute the approved lease on behalf of City Council.

Date Adopted: September 15, 2025

Certified: _____

Clerk of Council

LEASE AGREEMENT

THIS **LEASE AGREEMENT** ("Lease") is made as of the _____ day of _____, 2025, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia ("City"), and **CULTIVATE CHARLOTTESVILLE**, an IRS 501(c)(3) charitable non-profit organization authorized to do business in the Commonwealth of Virginia ("Lessee"); (collectively, "Parties;" individually "Party").

WITNESSETH:

1. **Leased Property.** The City, as the title holder of the subject property, in consideration of the rents and covenants to be paid and performed by Lessee, hereby leases to the Lessee the property, which consists of an approximately 0.078 acre parcel, with an address of 210 8th Street NW, less the area from the edge of two (2) surface parking spaces to the North and East property lines, in the City, being more particularly described on **Exhibit "A"** as the "Leased Property," which Exhibit is attached and incorporated herein by reference.
2. **Condition of Leased Property.** The Leased Property is currently used as raised planting beds under the supervision of Lessee. The City makes no representation or warranty as to the condition or suitability of the Leased Property for the intended purpose of this Lease prior to or at the time of the execution of this Lease. Lessee accepts the Leased Property "as is" on the effective date hereof.
3. **Term.** The Lease's initial term shall be for a period of one (1) year ("Initial Term"), which shall begin on September 16, 2025, and expire at midnight on September 15, 2026 ("Expiration Date"), unless sooner terminated as provided herein.
4. **Annual Option to Renew.** At the City's option at the expiration of each one (1)-year term, and if Lessee is not in default in the Lease's performance, this Lease may be renewed for up to three (3) additional one (1)-year terms (each, a "Renewal Term"). Each of the Renewal Term options must be exercised by Lessee requesting renewal by written notice to the City at least ninety (90) days prior to the expiration of the Initial Term, or the then-applicable Renewal Term. If approved, a Renewal Term shall commence on the date following the Expiration Date of the Initial Term, or a Renewal Term, as applicable. All of the Lease's terms and conditions shall apply throughout the Initial Term and each Renewal Term, unless otherwise amended in writing and accepted by the City.
5. **Rent.** The Lessee shall pay to the City rent in the amount of one Dollar (\$1.00), per year ("basic annual rent"). The Initial Term's Lease payment shall be due to the City within thirty (30) days after execution of the Lease. Thereafter, each subsequent annual payment(s) shall be payable on or before the Lease Renewal Date, as applicable ("Due Date"). Lessee is responsible for ensuring that payment is received by the City by the Due Date.

Rent payments shall be delivered by check, cash, or wire transfer to:

Mail Check:

Office of the City Manager
City of Charlottesville, Virginia
P.O. Box 911
Charlottesville, Virginia 22902
Attn: Lease – Cultivate Charlottesville

In Person (cash or check):

City of Charlottesville, Virginia
Customer Service, 1st Floor
600 East Main Street
Charlottesville, Virginia 22902
Attn: Lease – Cultivate Charlottesville

Wire Transfer:

Information provided upon request.

The Fair Market Rent for the Leased Property is \$508.00. The difference between the basic annual rent and the Fair Market Rent is \$507.00 for the first year, which shall be deemed an in-kind financial contribution by City to Lessee.

6. Adjustment in Basic Annual Rent.

a. If the lease is extended following the one (1) year term, Lessee hereby covenants and agrees to pay to the City rental therefor without offset or deduction therefrom, the sum of four hundred fifty Dollars (450.00) in U.S. currency, per year (“basic annual rent”), payable upon each Renewal Term.

b. If the lease is extended following the second-year term, the basic annual rent shall be adjusted by an increase of three percent (3%) per annum of the basic annual rent for the immediately preceding year.

7. Security Deposit. Concurrently with Lessee’s execution of this Lease, Lessee shall deposit with the City an amount equal to \$450.00 as security for damages due to Lessee’s failure to pay sums due hereunder, misuse of the Leased Property, etc. (hereinafter, the “Security Deposit”). City shall not be required to pay interest on the Security Deposit, or to maintain it in a separate account. Within ninety (90) days after: (a) the expiration or earlier termination of the Lease term; or (b) Lessee’s vacating the Leased Property, City shall return the Security Deposit, less such portion thereof as City may have used to satisfy Lessee’s obligations.

8. Use. Subject to the Lessee’s compliance with all applicable laws, the City hereby grants permission to the Lessee to occupy the Leased Property for the purposes of outdoor gardening activities, subject to the following conditions:

a. Keeping of livestock is not permitted.

- b. Use of the Leased Property shall be permitted during the following hours: dusk to dawn.
- c. There shall be no parking of vehicles on or within the Leased Property.
- d. The Lessee shall not promote commercial businesses or corporations in outside signage on the Leased Property, or in advertising circulated to the general public, except with City's prior written consent.
- e. Lessee shall not use the Leased Property for the purpose of conducting business or raising funds on premises, within the context of local regulations, except with City's prior written consent.

9. **Purpose.** Unless otherwise agreed by the Parties, the use of the Leased Property shall be for outdoor gardening, which produce will be distributed to City residents.

10. **Zoning.** The City's Zoning Administrator, or his/her designee, has verified that the use authorized within this Lease is allowed by right at the Leased Property under the City's Zoning Ordinance.

11. **Nonprofit Status.** If Lessee is required by this Lease to pay only nominal rent for the Leased Property, Lessee represents and warrants that it is a charitable organization, institution, or corporation authorized to receive appropriations, gifts, or donations of money or property, real or personal, from the City, under the provisions of Virginia Code § 15.2-953. Records which document Lessee's nonprofit status are attached as **Exhibit "B,"** and officially made a part hereof.

12. **Maintenance/Operational Expenses.**

a. The Lessee shall, at its own cost and expense during this Lease's term(s), maintain and keep the Leased Property, and the interior and exterior of all structures therein or thereon, in a clean and attractive condition, and not commit or allow any waste or damage to be committed on or to any portion of the Leased Property. This includes, but is not limited to, placing trash in approved receptacles at the conclusion of each day's activities, and removing trash from the Lease Property on at least a weekly basis. Lessee shall also be responsible for all costs associated with the ongoing maintenance, operation, and repair of the Leased Property. Lessee is also responsible for maintenance of all turf areas on the Leased Property, including but not limited to, landscaping and cutting of turf on at least a weekly basis, during the growing season. Lessee shall provide janitorial services, trash removal, and any other services necessary to satisfy the requirements of this Paragraph.

b. 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 Property, through the submittal of a proposed Pesticide Management Plan to be approved by the City, and upon receipt of such notice, the City's Director of Parks and Recreation will promptly advise Lessee of City policies regarding the use of such products on or within City-owned property. Upon being notified of City policies and approval of a Pesticide Management Plan, Lessee shall

comply with the requirements of said policies. Lessee shall be responsible for determining any local, federal, or state policies, 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, City Council, its employees, contractors, and agents harmless from any fines or penalties incurred by the City as a result of Lessee's failure to comply with local Integrated Pest Management policies, VDACS, and other federal or state laws or regulations.

c. As part of its maintenance responsibilities, Lessee agrees to comply fully with any applicable governmental laws, regulations, and ordinances limiting or regulating the use, occupancy, or enjoyment of the Leased Property, and to comply with the Virginia Uniform Statewide Building Code and the Virginia Statewide Fire Prevention Code, as supplemented and modified by duly enacted City Ordinances.

13. Utilities. The Lessee shall be responsible for all deposits, costs, and expenses for utilities and communications services used by Lessee at the Leased Property. Lessee shall ensure that any such utilities are separately metered and billed solely in Lessee's name. The City assumes, or will assume, no responsibility for any charge, surcharge, debt, or liability incurred by Lessee for utilities or communications services used at the Leased Property. Prior to execution of this Lease, and any Renewal Term(s), Lessee shall provide a written agreement to City detailing how Lessee will secure access to water on or in the Lease Property from City of Promise.

14. Taxes and Assessments. Real property taxes shall not be imposed against the leasehold interest of Lessee, if Lessee is exempt from the payment of real property taxes pursuant to Chapter 36 of Title 58.1 of the Code of Virginia; provided, however, that real estate taxes on the Lessee's leasehold interest shall become due and payable at any time that Lessee is no longer entitled to a tax exemption under the laws of the Commonwealth of Virginia.

15. Adequate Supervision. The Lessee shall be responsible for the well-being and safety of its employees and members, while participating in events, programs, and activities sponsored by Lessee, while on the Leased Property, and shall always provide reasonable and customary supervision. City will assume no responsibility for Lessee's failure to provide supervision at all times.

16. Development, Improvements, and Signage.

a. No improvements of any kind, including roadways and parking areas, shall be made to the Leased Property, except with the City's prior written consent, both as to the improvements and as to the contractors and subcontractors performing the work.

b. No improvements shall be undertaken on the Leased Property, unless and until the Lessee shall have obtained any and all local, state, and federal governmental approvals and permits, and all such improvement shall be undertaken in strict compliance with all local, state, and federal rules, regulations, and laws.

c. Upon the expiration or sooner termination of this Lease, the City shall have the option to require the Lessee to remove, at Lessee's sole cost and expense, any and all improvements made

by the Lessee to the Leased Property, which have not been made with the City's consent or approval. City may elect to keep such improvements as the City's property. If the Lessee fails to properly restore the Leased Property, the City may perform the same at the Lessee's cost and expense. If the City demands the removal or any improvement(s), the City must provide sixty (60) days' written notice to Lessee, except in the case of a termination of this Lease due to a default by the Lessee, in which case no such notice shall be required.

d. The Lessee shall permit no mechanic's liens, materialmen's liens, or other statutory liens to attach to the Leased Property as a result of any alterations, improvements, additions, or repairs performed by the Lessee, or at the Lessee's direction. If any such lien or notice of lien rights shall be filed with respect to the Leased Property, the Lessee shall immediately take such steps as may be necessary to have such lien released and shall permit no further work to be performed at the Leased Property, until such release has been accomplished.

c. The Lessee shall have the right to place signs on the Leased Property only in conformity with all local regulations and with the prior written approval of the City.

17. Insurance.

a. **Liability Insurance of Lessee.** Lessee covenants and agrees that it will, at all times during this Lease's term(s), keep in full force and effect a policy of public liability and property damage insurance with respect to the Leased Property and the operations of the Lessee, any Sublease Tenant(s), member, invitee, agent, or employee on the Leased Property in which the limits of public liability for bodily injury and property damage shall not be less than One Million and 00/100 Dollars (\$1,000,000.00) per accident, combined single limit. Said Insurance Policy shall name the City as an additional insured. The Policy shall provide that the insurance thereunder shall not be canceled without thirty (30) days written notice thereof to the City.

b. **Proof of Insurance.** Copies of Certificates of the Insurers for insurance required to be maintained by the Lessee shall be delivered by the Lessee to the City, upon the issuance of such insurance, upon signing of this Lease, and thereafter no later than January 31 of each year.

18. Default. Each of the following occurrences relative to the Lessee shall constitute default:

a. Failure by the Lessee in the performance or compliance with any of the terms, covenants, or conditions provided in this Lease, which failure continues uncured for a period of sixty (60) days after written notice from the City to the Lessee specifying the items in default; provided, however, if such failure is of a type that is not reasonably capable of being cured within such sixty (60) day period, such sixty (60) day period shall be extended for so long as the Lessee is making diligent efforts to cure such default;

b. Failure or refusal by the Lessee to make the timely payment of rent or other charges due under this Lease when the same shall become due and payable, provided the City has given the Lessee fifteen (15) days written notice of the same; or

c. An incompatible change in the operation, charter, or ownership of the Lessee (including, but not limited to, loss of Internal Revenue Code 501(c)(3) tax-exempt status.

19. Damage or Destruction of the Leased Property. The Lessee shall be responsible for any damage caused to the facilities on the Lease Property or the Lease Property of the City resulting from the action of any employee or volunteer, or member, guest, or invitee of the Lessee, while participating in Lessee sponsored events, programs, or activities, beyond normal wear and tear.

20. Storage and Installation of Property and Equipment. The Lessee agrees that all property of every kind and description kept, stored, or placed on the Leased Property shall be at the Lessee's sole risk and hazard, and that the City shall not be responsible for any loss or damage to any such property. All equipment shall be stored in a safe manner and shall be installed and properly anchored per ASTM standards and all other local, state, and federal regulations.

21. Indemnification. The Lessee shall indemnify, defend, and hold the City and its officials, officers, and employees harmless from and against any and all liability, loss, claim, suit, damage, charge, or expense suffered, sustained, incurred, or in any way 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, omission, or misconduct of the Lessee and any contractors, subcontractors, agents, or employees in the performance of the Lessee's obligations under this Lease.

22. Assignment. The Lessee shall have no right to assign, in any manner or fashion, any of the rights, privileges, or interests accruing to it under this Lease to any other individual or entity.

23. Sublease. Sublease of this Lease is strictly prohibited.

24. Nondiscrimination. Lessee shall not discriminate against any person in its membership, programs, or employment relating to the use or operation of the Leased Property, on the grounds of race, religion, color, gender, sexual orientation, national origin, disability, financial circumstances, or any other basis prohibited by law.

25. Surrender. Upon termination of the Lease, the Lessee shall quit and surrender to the City the Leased Property in good order and condition, except for ordinary wear and tear, provided that the Lessee shall remove from the premises any personal property belonging to the Lessee or third parties, and at its cost and expense shall repair any damage caused by such removal. Personal property not so removed shall become the property of the City, which may thereafter remove the property and dispose of it. On the termination of this Lease, the City may without further notice enter on, recenter, possess and repossess the Leased Property by any necessary means.

26. **Right of Entry.** At any time during this Lease's term(s), City shall have the right, upon prior notice to the Lessee (except in the event of an emergency), to enter the Leased Property at all reasonable times for the purposes of inspecting the Leased Property to ensure compliance with the terms of this Lease. Notwithstanding the City's right to inspect the Leased Property, the City shall have no obligation to inspect the same. The City's failure to detect any violation or to notify the Lessee of any violation shall not relieve the Lessee of obligations under the terms of this Lease.

27. **Waiver.** The waiver by the City or the Lessee of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition contained herein. The subsequent acceptance of rent hereunder by the City shall not be deemed to be a waiver of any breach by the Lessee or the City of any term, covenant, or condition of this Lease, regardless of knowledge of such breach at the time of acceptance or payment of such rent. No covenant, term, or condition of this Lease shall be deemed to have been waived by the Lessee or the City, unless the waiver be in writing signed by the party to be charged thereby.

28. **Entire Agreement.** This Lease, and the Exhibits attached hereto and forming a part of hercof, set forth all the covenants, promises, agreements, conditions, and understandings, between the City and the Lessee concerning the Leased Property, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon the City or the Lessee, unless reduced to in writing and signed by them.

29. **Headings.** The Section Headings in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such Sections of this Lease nor in any way do they affect this Lease.

30. **Severability.** If any term, covenant, or condition of this Lease, or the application thereof, to any person or circumstance shall to any extent be invalid or unenforceable the remainder of this Lease, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

31. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any dispute arising out of this Lease shall be litigated in the Circuit Court for the City of Charlottesville, Virginia.

32. **Notices.** Any notice, demand, request, or other instrument which may be, or are required to be given under this Lease, shall be in writing and delivered in person or by United States certified mail, return receipt requested, postage prepaid, and shall be addressed as follows:

Lessee: **Mailing Address:**
Cultivate Charlottesville
P.O. Box 5282
Charlottesville, Virginia 22905

City: **Mailing Address:**
Office of the City Manager
City of Charlottesville, Virginia
P.O. Box 911
Charlottesville, Virginia 22902
Attn: Lease – Cultivate Charlottesville

Delivery Address:
Office of the City Manager
City of Charlottesville, Virginia
605 East Main Street, 2nd Floor
Charlottesville, Virginia 22902
Attn: Lease – Cultivate Charlottesville

Or, at such other address as designated by written notice of a Party.

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed by their duly authorized representatives, following below:

[insert signature pages following]

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____
Samuel Sanders, Jr.
Title: City Manager

Date: _____

CULTIVATE CHARLOTTESVILLE

By: _____
Print Name: _____
Title: _____

Date: _____

Funds are Available:

By: _____
Director of Finance

Date: _____

Approved as to Form:

By: _____
Office of the City Attorney

Date: _____

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____
Samuel Sanders, Jr.
Title: City Manager

Date: _____

CULTIVATE CHARLOTTESVILLE

By: Allen R. Cary
Print Name: ALLEN CARY
Title: CO-EXECUTIVE DIRECTOR

Date: 7 AUGUST 2025

Funds are Available:

By: _____
Director of Finance

Date: _____

Approved as to Form:

By: _____
Office of the City Attorney

Date: _____

EXHIBIT "A"

LEASED PROPERTY

210 8th Street NW, less area from edge of two (2) surface parking spaces to North and East property lines

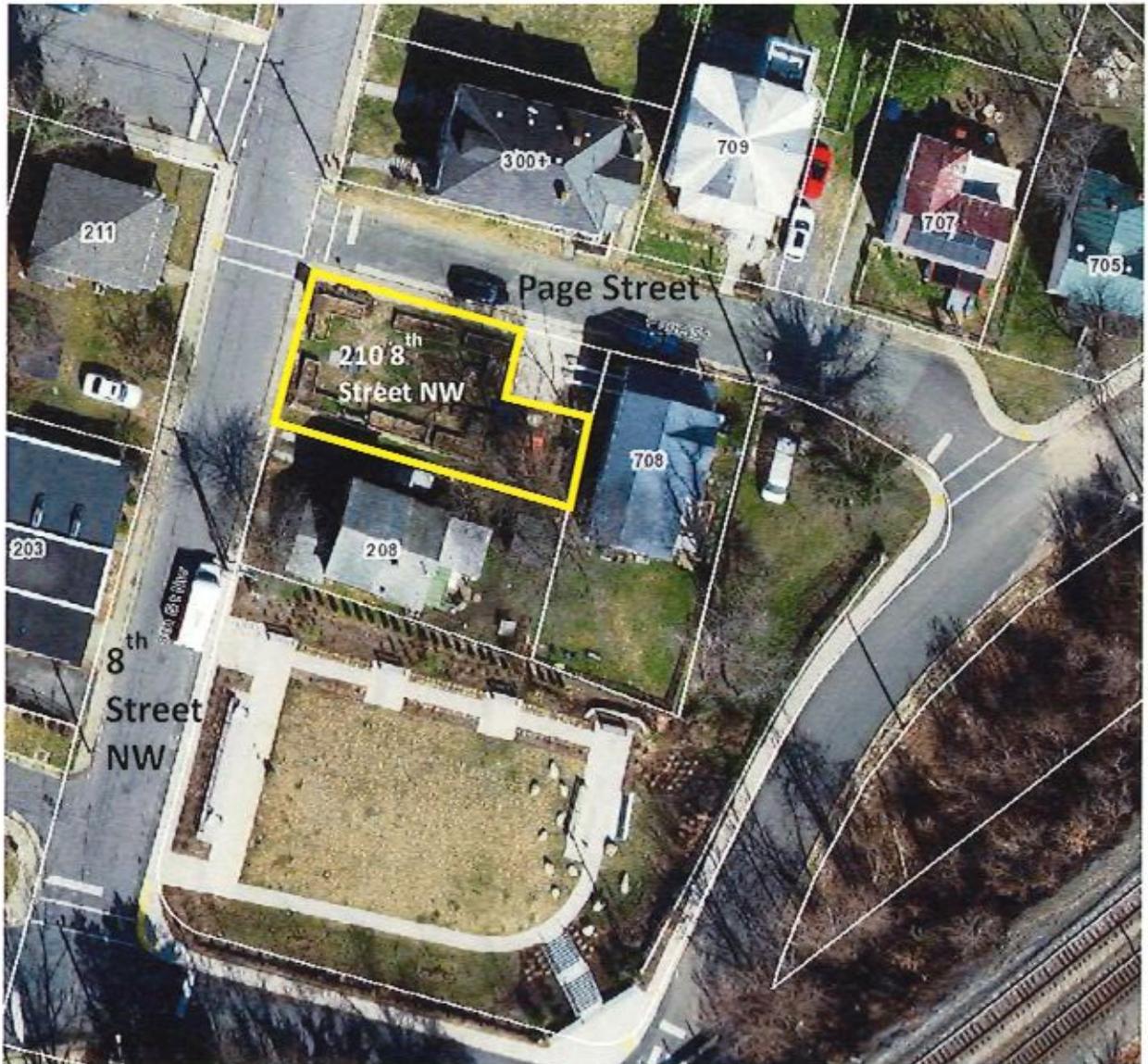


EXHIBIT "B"

Tenant's Non-Profit Status



OGDEN UT 84201-0029

In reply refer to: 4077950277
Apr. 02, 2020 LTR 4168C 0
27-5103914 000000 00
00008151
BODC: TE

CULTIVATE CHARLOTTESVILLE
PO BOX 5282
CHARLOTTESVLE VA 22905-5282



007118

Employer ID number: 27-5103914
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated Mar. 12, 2020, about your tax-exempt status.

We issued you a determination letter in January 2014, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

4077950277
Apr. 02, 2020 LTR 4168C 0
27-5103914 000000 00
00008152

CULTIVATE CHARLOTTESVILLE
PO BOX 5282
CHARLOTTESVLE VA 22905-5282

local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,

Stephen A. Martin

Stephen A. Martin
Director, EO Rulings & Agreements

Policy Briefing Summary

City Council



Regarding:	Public Hearing and Resolution to Approve Amendment of Lease Agreement with International Rescue Committee
Staff Contact(s):	Brenda Kelley, Redevelopment Manager
Presenter:	Brenda Kelley, Redevelopment Manager
Date of Proposed Action:	October 6, 2025

Issue

The International Rescue Committee, Inc. ("IRC"), has requested a lease renewal for their use of City-owned property located at 410 Old Lynchburg Road.

Background / Rule

The City Council of Charlottesville, Virginia ("City Council") approved a Lease Agreement with IRC in July 2024. The current Lease Term is set to expire on December 31, 2025. IRC has requested a renewal of the current Lease pursuant to the terms of renewal. The current Lease allows for three (3) additional one (1)-year renewal periods. If approved, this will be the first one (1)-year renewal term allowed under the Lease.

Analysis

City Staff has no objections or concerns with renewing the Lease Agreement for IRC's use of 410 Old Lynchburg Road.

Since 2015, IRC has operated New Roots Farm at 410 Old Lynchburg Road, providing garden plots to over one-hundred (100) refugee and immigrant households over the past decade. In 2025, New Roots Farm is offering seventy (70) plots rented by twenty-nine (29) member households. Farm members grow dozens of culturally-valued varieties representing their thirteen (13) countries of origin and many local favorites as well. With roughly three (3) acres in production at the site, thousands of pounds of produce are grown and harvested each year. Produce from the farm reaches hundreds of residents through sales and a wide network of community-based mutual aid.

As a result of New Roots, ninety-four percent (94%) of participants reported improvements to their health, such as having a healthier diet, improving their mental health, and keeping a more active lifestyle. Sixty percent (60%) of New Roots participants report relying on their garden for their household's vegetable consumption. In addition, New Roots Farm helps strengthen the fabric of our community: ninety-seven (97%) of participants report meeting someone new through their involvement on the farm. Reaching wider, IRC collaborates with the Piedmont Master Gardeners to host hundreds of volunteers each year; thus far this season, volunteer groups from Charlottesville High School, Cultivate Charlottesville, the University of Virginia, James Madison University, and Tandem Friends had opportunities to learn about agriculture and the City's diverse immigrant communities by volunteering with New Roots Farm.

Financial Impact

There is no anticipated financial impact.

Recommendation

Following conducting the legally required Public Hearing, City Staff recommends that City Council adopt the attached Resolution approving the attached Agreement for Amendment of Lease.

Recommended Motion (if Applicable)

“I make a Motion to adopt the attached Resolution approving the attached Agreement for Amendment of Lease with IRC.”

Attachments

1. Resolution IRC lease renewal Sept2025
2. IRC Agr for Amendment of Lease Jan2026

RESOLUTION APPROVING AMENDMENT OF LEASE FOR CITY-OWNED, PROPERTY, LOCATED AT 410 OLD LYNCHBURG ROAD, CHARLOTTESVILLE, VIRGINIA, LEASED TO THE INTERNATIONAL RESCUE COMMITTEE (“IRC”)

WHEREAS, IRC desires to renew its current Lease of certain City-owned property, located 410 Old Lynchburg Road, Charlottesville, Virginia, for an additional one (1)-year period commencing on January 1, 2026, and expiring at midnight on December 31, 2026; and

WHEREAS, following a duly advertised and lawfully conducted Public Hearing, City Council has considered IRC’s Agreement for Amendment of Lease request.

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of Charlottesville, Virginia, that the Agreement for Amendment of Lease for Lease of City-owned property, located at 410 Old Lynchburg Road, Charlottesville, Virginia, presented to City Council this same date for consideration, is hereby **APPROVED**, and the City Manager, or his designee, is hereby authorized to execute the Agreement for Amendment of Lease on City Council’s behalf.

Approved by Council
September __, 2025

Kyna Thomas, MMC
Clerk of Council

	<u>Aye</u>	<u>No</u>
Oschrin	_____	_____
Payne	_____	_____
Pinkston	_____	_____
Snook	_____	_____
Wade	_____	_____

AGREEMENT FOR AMENDMENT OF LEASE

This **AGREEMENT FOR AMENDMENT OF LEASE** (“Amendment”) made and entered into this ____ day of _____, 2025, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation and a political subdivision of the Commonwealth of Virginia (hereinafter “City” or “Lessor”) and **INTERNATIONAL RESCUE COMMITTEE, INC.**, a charitable non-profit organization authorized to do business in the Commonwealth of Virginia (hereinafter “IRC” or “Lessee”); (collectively, “Parties”).

The undersigned Parties previously entered into an Agreement of Lease, dated July 16, 2024, by which the City leased certain City-owned property to the Lessee (“Lease”). The Parties hereby mutually agree to amend the Lease, as follows:

The Lease, which commenced on July 1, 2024, expires on December 31, 2025. In accordance with Section 4 of the Lease, the Lessee requests to renew the Lease for an additional one (1) year period. All other terms and conditions of the Lease shall remain in legal force and are unchanged. The Renewal Term shall commence on January 1, 2026, and shall expire at midnight on December 31, 2026. This Amendment will serve as the first one (1)-year renewal term of up to three (3) additional one (1)-year terms of the Lease.

The individual who signs this Amendment on behalf of Lessee represents and warrants that he/she has legal authority to bind Lessee to the terms of this Amendment and the Lease.

WITNESS the following signature and seals:

LESSOR: CITY OF CHARLOTTESVILLE, VIRGINIA

BY: _____
Samuel Sanders, Jr.
City Manager

Date: _____

Approved as to Form:

J. Vaden Hunt, Esq.
Chief Deputy City Attorney

LESSEE: INTERNATIONAL RESCUE COMMITTEE, INC.

BY: _____
Print Name: _____
Title: _____
Date: _____

Policy Briefing Summary

City Council



Regarding:	Resolution to allocate \$7,950,000 of Capital Improvement Program (CIP) Contingency Funds (1 of 2 readings; public hearing on 2nd reading)
Staff Contact(s):	James Freas, Deputy City Manager, John Maddux, City Attorney, Chris Engel, Director of Economic Development
Presenter:	Samuel Sanders, Jr., City Manager
Date of Proposed Action:	October 6, 2025

Issue

The City Manager is requesting an appropriation of funds from the Capital Improvement Program (CIP) Contingency Fund to several one-time expenditures that have not previously been appropriated.

Background / Rule

Per the City's financial fund balance policy, year-end surpluses from the City's General Fund are transferred to the CIP Contingency Fund where they accumulate until appropriated by City Council for expenditure.

Analysis

\$25.1 million was added to the City's CIP Contingency Fund balance at the close of FY 24. The addition was the result of the City's \$22.4 million surplus and \$2.7 million was added per the gainsharing agreement with the school board. The City's CIP Contingency Fund currently has an unallocated balance of \$14.8 million including the funds added at the end of FY 24 and funds which have accumulated from prior years. City Council must approve any expenditures from the CIP contingency fund.

This appropriation is requesting approval to allocate \$7,950,000 for the following uses:

1. **Acquisition of 2000 Holiday Drive** - An amount not to exceed \$6.3M is being requested for the acquisition of 2000 Holiday Drive as approved by Council resolution on October 6, 2025 which authorized the City Manager to execute the agreement and payment of \$100,000 deposit from the Citywide Reserve. A maximum of \$6.2M is being requested to pay the remaining balance of \$6.1 million (\$6.2 million purchase price less the \$100,000 deposit previously paid), up to \$100,000 for closing and any other associated and \$100,000 will be used to reimburse the Citywide reserve for the \$100,000 deposit previously paid. Any unused funds will be returned to the CIP Contingency.
2. **City Environmental and Mobility Policy Plans** - \$1,500,000 is being requested for the commission of these two studies. The studies will be managed by the department of Neighborhood Development Services.
3. **City Hall Renovations - \$150,000** is being requested to fund some minor renovations in the offices of the City Manager, Budget and Grants Management and NDS. The offices are being renovated to add additional work spaces in each of those offices.

Financial Impact

No new funding is being requested. This resolution is requesting an allocation of previously appropriated funds in the CIP Contingency account.

Recommendation

Staff recommends approval of the resolution.

Recommended Motion (if Applicable)

"I move adoption of the attached Resolution to allocate \$7,950,000 of Capital Improvement Program (CIP) Contingency Funds as recommended by the City Manager."

Attachments

1. CIP Contingency Allocation - October 2025
2. CIP Contingency Account History_ September 30, 2025



RESOLUTION #R-__ - __
**Resolution to Allocate \$7,950,000 from the Capital Improvement Program
Contingency Fund**

WHEREAS per the City of Charlottesville’s financial policy, year-end surpluses from the City’s General Fund are transferred to the CIP contingency Fund where they accumulate until appropriated by the City Council for expenditure; and

WHEREAS the City Manager has made a recommendation and request to allocate a portion of the contingency funds for several one-time expenditures not previously appropriated; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$7,950,000 is hereby allocated from currently appropriated funds in the CIP Contingency Fund for the following:

<u>Description</u>	<u>Amount</u>
City Environmental and Mobility Policy Plans	1,500,000
City Hall Renovations	150,000
Property Acquisition - 2000 Holiday Drive	
<i>Purchase Price</i>	\$ 6,200,000
<i>Less: Deposit Paid from Citywide Reserve</i>	(100,000)
<i>Add: Citywide Reserve Reimbursement for Deposit Paid</i>	100,000
<i>Closing and any other associated costs</i>	100,000
<i>Amount Not to Exceed</i>	6,300,000
Total Funding Allocation	\$7,950,000

Date Adopted:

Certified: _____
Clerk of Council

Capital Projects Contingency Account History - CP-080

Carry-Forward Balance from FY05	661,327.67
New Money FY06 CIP Budget	801,002.00
Transfer to P-00203 - Downtown Rec Center	(2,000.00)
Transfer to P-00171 - Mall Replacement Design	(49,000.00)
Transfer to P-00197 - Courts Study	(921,655.00)
Transfer from P-00010 - MSPG Chiller	125.22
Transfer from P-00120 - Central Fire Station	674.83
Ending Balance - 6/30/06	490,474.72
New Money FY07 CIP Budget	819,520.00
Transfer to P-00119 - Fire Stations/Equipment	(75,000.00)
Transfer to P-00383 - Council Chamber ADA	(8,500.00)
Transfer from P-00010 - MSPG Chiller	422.70
Transfer to SH-001 - Schools Projects 06-07	(75,000.00)
Transfer to P-00420 - Public Building Space	(20,000.00)
Transfer From General Fund FY06 Surplus	7,807,686.00
Ending Balance - 6/30/07	8,939,603.42
New Money FY08 CIP Budget	1,108,149.00
Transfer from General Fund FY07 Surplus	7,035,772.00
Transfer to Schools to fund add'l Technology Request	(761,200.00)
Transfer to P-00432 - Mobile Video Cameras	(195,760.00)
Transfer to P-00236 -Mobile Data Computers	(622,700.00)
Transfer to P-00434 - Defibrillators	(160,000.00)
Transfer to P-00435 - Mobile Data Terminal	(30,000.00)
Transfer to P-00349 - Fire Station Headquarters Expansion	(1,500,000.00)
Transfer to P-00431 - Crow/Smith Repairs	(500,000.00)
Transfer to P-00439 - CAHIP	(1,500,000.00)
Transfer to P-00167 - Strategic Investment	(1,500,000.00)
Transfer to Sidewalks/Trails	(500,000.00)
Transfer to P-00440 - Stormwater Improvement	(50,000.00)
Transfer to DR-002 - Water Resources	(750,000.00)
Transfer from P-00420 - Public Building Space	9,901.50
EMS Operations - transfer back to GF	(551,747.00)
Transfer to P-00351 - Court Square Initiative	(456,563.97)
Ending Balance - 6/30/08	8,015,454.95
New Money FY09 CIP Budget	1,509,110.00
Smith Pool Replacement	(5,000,000.00)
CAHIP	(500,000.00)
Transfer to P-00508 - Pedestrian Safety Improvements	(300,000.00)
OAR - Community Correction Supplement - GF xfer reduction	(8,548.00)
Transfer to P-00509 - Voter Machines	(48,500.00)
Transfer to P-00216 - Hillsdale Drive Connector	(38,921.00)
Transfer to P-520 Home Energy Conservation Grant	(125,000.00)
Transfer to P-231 - IT Infrastructure	(592,000.00)
	38,921.00
Transfer to P-00435 - Mobile Data Terminals - Fire	(79,000.00)
Ending Balance - 6/30/09	2,871,516.95
New Money FY10 CIP Budget	571,152.00
Transfer to P-00566 - New Voting Machines	(65,000.00)
Transfer to P-00233 - CityLink Recurring	(141,000.00)
Transfer to P-00575 - Apprenticeship Program	(50,000.00)
FY09 GF Surplus	1,711,786.00
Transfer to P-000583 - Fleet Fuel Force	(1,000.00)
Transfer to Washington Park Pool	(200,000.00)
Transfer to P-00589 - Snow Costs	(1,024,512.00)
Repayment from IT for Infrastructure Transfer in FY09	592,000.00
Transfer to SS-007 - Street Paving	(1,000,000.00)
Ending Balance - 6/30/10	3,264,942.95

New Money FY11 CIP Budget	200,000.00
Repayment from IT for CityLink Transfer in FY10	141,000.00
FY10 GF Surplus	2,056,226.00
Transfer to P-00336 West Main Street Improvements	(350,000.00)

Ending Balance per SAP - 6/30/11 5,312,168.95

New Money FY12 CIP Budget	807,355.00
FY12 CIP Budget	(2,000,000.00)
Transfer to Transit P-00334 - Hybrid Bus Purchase	(256,194.00)
Transfer to P-00666 and P-00664 - GIS Web Viewer and Real Estate Assessment Software	(249,232.00)
Transfer to P-00684-01 - Ivy/Emmett Project	(50,000.00)
FY11 GF Surplus	1,708,072.00
Transfer to P-00695 - CRHA RFP's	(650,000.00)
LEAP - Energy Efficiency and Renewables Loan Program Grant	(500,000.00)

Ending Balance - 6/30/12 4,122,169.95

New Money FY13 CIP Budget	71,707.00
New Money FY13 CIP Budget - CRHA Reimbursement	650,000.00
FY13 CIP use of funds from contingency	(1,800,000.00)
Transfer to P-00158 - Onesty Pool per 7/16/12 Resolution	(100,000.00)
FY12 GF Surplus	3,070,703.00
Transfer to Schools for Science Labs per 1/22/13 Resolution	(3,000,000.00)
ECC Appropriation - 5/6/13	(520,298.00)
Emmett and Hydraulic Signal Coordination Appropriation - 6/17/13	(450,000.00)

Ending Balance - 6/30/13 2,044,281.95

New Money FY14 CIP Budget	0.00
Emmett and Hydraulic Intersection Improvements Appropriation - 9/3/13	(250,000.00)
Hillsdale Drive Phase II Appropriation - 10/21/13	(300,000.00)
FY13 GF Surplus	1,648,723.00
Elliot Avenue Streetscape Appropriation - 12/2/13	(43,400.00)
Landmark Escrow	111,006.39
Landmark Escrow	(8,500.00)
Sale of Land - Edward Lowry	5,800.00
Context Sensitive Street Design - 2/3/14 Appropriation	(50,000.00)
Landmark Appropriation - 4/7/14	(102,506.39)
Nelson/Northwood/2nd Street Intersection at McIntire Road - 4/7/14 Council Agenda	(90,000.00)
Cash Flow loan to TJPDC Appropriation - 4/21/14	(300,000.00)
P&R Office Relocation - 6/2/14 appropriation	(40,000.00)
Johnson School and Cherry Hill Drainage - 6/16/14 resolution	(30,000.00)
Hope Community Center Property Purchase - 6/16/14 resolution	(595,000.00)
Hope Community Center Property Purchase - title search fees	(1,613.77)

Ending Balance per SAP - 6/30/14 1,998,791.18

Adopted FY15 CIP - use of FY13 fund balance surplus funds	(1,000,000.00)
708 Page Street Appropriation - 7/7/14 Agenda	(259,400.95)
McIntire/Harris Roundabout Study - 10/6/14 Resolution	(44,836.00)
Firing Range Resolution - 11/3/14 Agenda	(351,225.00)
TJPDC - repayment of loan - 12/15/14 Agenda	300,000.00
General District Court Resolution - 12/15/14 Agenda	(7,435.00)
FY14 GF Surplus	972,595.00
Light Survey for Downtown and University Avenue - 12/15/14 Agenda	(97,366.50)
Sale of Land Cherry Avenue and Ridge Street - 12/15/14 Agenda	312,782.04
OLR - return of funds - 2/2/15 Agenda	850,000.00
Affordable Housing/Tonsler Park Resolution - 2/17/15	(312,782.04)
Smith Aquatic Project - 6/15/15	(150,000.00)

Ending Balance per SAP - 06/30/15 2,211,122.73

FY15 YE Appropriation - Cherry Ave Land Sale to be used for Affordable Housing	312,782.00
610 Ridge Street Blight Remediation Appropriation - 9/21/15	(125,000.00)
FY15 GF Surplus	2,282,540.00
Parking Operations Fund Resolution - 6/20/16	(500,000.00)

Ending Balance per SAP - 06/30/16 4,181,444.73

Police MDC Appropriation - September 6, 2016	(173,272.00)
FY16 YE Appropriation	3,918,223.00
801-805 East Market Street Property Purchase Expenses	(2,856,718.01)
Comp Plan Appropriation	(100,000.00)
Ending Balance per SAP - 06/30/17	4,969,677.72
SIA Form Based Code Appropriation - 7/17/17	(228,000.00)
Mobile Date Computers for CARS Appropriation - 8/21/17	(60,000.00)
CAHF Resolution for AHIP and Habitat for Humanity - 10/16/17	(645,656.00)
FY17 YE Appropriation	4,726,726.00
CHS Track Appropriation - 2/5/18	(325,000.00)
Downtown Mall Pedestrian Safety Improvements Appropriation - 5/21/18	(100,000.00)
CRHA Internet Service Infrastructure Appropriation - 6/4/18	(150,000.00)
Ending Balance per SAP - 06/30/18	8,187,747.72
<i>FY19 CIP Budget</i>	<i>(2,200,000.00)</i>
Circuit Court Renovations Appropriation - 7/2/18	(582,000.00)
Charlottesville Parking Center - WSPG Settlement	(528,180.00)
FY18 YE Appropriation	3,201,082.00
Comprehensive Plan Completion and Long Range Planning Appropriation - 2/4/19	(690,000.00)
Smith Recreation Center Appropriation - 3/18/19	(300,000.00)
Hartman's Mill Road Property - January 2019	(270,000.00)
Ending Balance per SAP - 6/30/19	6,818,649.72
Housing Redevelopment -FY20 CIP Budget	(3,201,082.00)
Hartman's Mill Road Property Purchase - remaining expenses	(911.75)
Covenant School Sidewalk - 6/18/18 Appropriation	(375,000.00)
East Market Land Purchase - December 2, 2019	(1,280,000.00)
FY2019 Year-End Surplus	500,000.00
Asset Management System Appropriation - March16,2020 (partial)	(100,000.00)
Ending Balance per SAP - 6/30/20	2,361,655.97
Asset Management System Appropriation - March 16, 2020 (remaining balance)	(422,218.00)
FY 2020 Year-End Appropriation - December 21,2020	3,909,846.00
CARS MOU Contingency Transfer - 2/4/21	(91,064.00)
Ending Balance per SAP - 6/30/21 -	5,758,219.97
Statue Removal Appropriation July 7, 2021 Appropriation	(1,000,000.00)
FY 2021 Year-End Appropriation - January 5, 2022	6,674,971.00
Available balance - 06/30/2022	11,433,190.97
New Funds - FY 23 Budget	1,974,467.00
Fuel Tank Project Transfer - November 7	(700,000.00)
FY 22 YE Appropriation	6,662,547.30
FY 22 School Gainsharing Funds	1,042,414.50
CAT Radio Appropriation - February 21, 2023	(237,000.00)
Available balance - 06/30/23	20,175,619.77
FY 2024 CIP Allocation	(8,327,150.00)
City Hall Water Leak Appropriation - July 17	(1,500,000.00)
0 East High Appropriation - November 6	(6,000,000.00)
Virginia Supportive Housing/Premier Circle Appropriation - January 16 - Not yet Paid	(750,000.00)
IT Data Center HVAC Replacement Appropriation - January 2, 2024	(88,976.00)
FY23 Year-End Appropriation - February 5, 2024	15,820,931.00
Rugby Trail Appropriation - April 15, 2024	(65,059.50)
Hydraulic Road Trail - May 6, 2024	(40,000.00)
Retirement Fund Contribution - June 17, 2024	(9,064,654.00)
Available balance - 6/30/24	10,160,711.27
Water Street Parking Garage Land Lease Renewal - July 15,2024 Appropriation	(1,400,000.00)
Carlton Mobile Home Park - October 21,2024 Appropriation	(244,000.00)
Fontaine Apron Repair - December 16, 2024 Appropriation	(200,000.00)
FY24 Year-End Appropriation - February 18, 2025	22,386,718.77
FY24 Schools Gainsharing - YE Appropriation - February 18, 2025	2,666,746.00
Contingency Allocation - June 16, 2025 Appropriation - Healthcare Fund	(3,500,000.00)
Contingency Allocation - June 16, 2025 Appropriation - Retirement Fund	(1,100,000.00)
Contingency Allocation - June 16, 2025 Appropriation - Urgent Infrastructure	(500,000.00)
Contingency Allocation - June 16, 2025 Appropriation - Community Shelter Generator - Key Rec	(100,000.00)
Contingency Allocation - June 16, 2025 Appropriation - Bus Shelter Infrastructure	(250,000.00)
Contingency Allocation - June 16, 2025 - Parks and Rec Infrastructure Appropriation - Meadowcreek Trail	(750,000.00)
Contingency Allocation - June 16, 2025 - Parks and Rec Infrastructure Appropriation - Transfer to Human Services	(60,000.00)
May 19, 2025 Appropriation - Old Project accounts closed, funds returned to Contingency	4,260.65
Available balance - 6/30/25	27,114,436.69
Contingency Allocation - June 16, 2025 Appropriation - Transfer to City Attorney for Legal Fees	(175,000.00)
Contingency Allocation - June 16, 2025 Appropriation - Transfer to Parks and Rec - Clean Team Pilot - YR 1	(600,000.00)
Contingency Allocation - June 16, 2025 Appropriation - Transfer to Downtown Mall Improvements	(350,000.00)
Available balance - 9/30/25	25,989,436.69
Contingency Allocation - October 20, 2025 Appropriation - 2000 Holiday Drive, Environmental and Economic Mobility Policy Plans, City Hall Renovations	(7,950,000.00)
Allocated per 5-year CIP	
FY 25 CIP	(584,816.00)
FY 26 CIP	
FY 27 CIP	(1,964,486.00)
FY 28 CIP	-
FY 29 CIP	(716,749.00)
Remaining Unallocated Balance	14,773,385.69

Policy Briefing Summary

City Council



Regarding:	Ordinance to establish a Franchise Agreement with Cogent Fiber LLC (f/k/a Sprint)
Staff Contact(s):	Steven Hicks, Director of Public Works, Brennen Duncan, Traffic Engineer
Presenter:	Brennen Duncan, Traffic Engineer
Date of Proposed Action:	October 6, 2025

Issue

Cogent Fiber LLC, formerly known as Sprint Communications Company L.P., has requested approval of an Ordinance granting a Franchise Agreement (formerly known as Sprint) that has expired.

Background / Rule

To help provide for public safety and ensure the integrity of its roads and streets and the appropriate use of the Public Rights-of-Way, the City enacts ordinances to impose regulations on telecommunications and its associated equipment and facilities currently in place or to be placed at some time in the future. These ordinances must be reviewed and renewed according to the timelines set forth in the specific agreement between the City and associated user of the Public-Rights-of-Way.

Analysis

The approval of Franchise Agreements aligns with Council's vision to ensure a Connected Community by regulating the use of the City's Public-Rights-of-Way.

Financial Impact

There is no budgetary impact except for the prescribed measures granted by this agreement for the City to recover costs as appropriate for use of the Public-Rights-of-Way.

Recommendation

Staff recommends approval of this Franchise Agreement.

Recommended Motion (if Applicable)

I move approval of the ordinance granting a franchise to Cogent Fiber LLC.

Attachments

1. FINAL EDIT VA Franchise Ordinance - Cogent (fka Sprint) vh 8-13-25

FRANCHISE ORDINANCE

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**AN ORDINANCE
GRANTING A FRANCHISE TO
COGENT FIBER LLC (FKA SPRINT COMMUNICATIONS COMPANY L.P.), ITS
SUCCESSORS AND ASSIGNS
TO USE THE STREETS AND OTHER PUBLIC PLACES
OF THE CITY OF CHARLOTTESVILLE, VIRGINIA
FOR ITS POLE, WIRES, CONDUITS, CABLES AND FIXTURES,
FOR A PERIOD OF FIVE (5) YEARS**

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia, that Cogent Fiber LLC (fka Sprint Communications Company L.P.), a limited liability company organized under the laws of Delaware, (the “Company”), is hereby granted a franchise for a period of five (5) years from the effective date hereof. This Ordinance authorizes and empowers the Company to erect, maintain and operate certain Facilities as described in this Ordinance on, over, along, in, under and through the Public Rights-of-Way (as defined in this Ordinance) of the City of Charlottesville, Virginia (the “City”) as its business may from time to time require; provided that:

ARTICLE I – GENERAL

SECTION 101 PURPOSE AND SCOPE

To provide for the health, safety and welfare of its citizens and to ensure the integrity of its roads and streets and the appropriate use of the Public Rights-of-Way, the City strives to keep the Public Rights-of-Way under its jurisdiction in a state of good repair and free from unnecessary encumbrances.

Accordingly, the City hereby enacts this Ordinance to grant to grant a telecommunications right-of-way franchise and administration. This Ordinance imposes regulation on the placement and maintenance of Facilities and equipment owned by the Company currently within the City’s Public Rights-of-Way or to be placed therein at some future time. The Ordinance is intended to complement, and not replace, the regulatory roles of local, state, and federal agencies. Under this Ordinance, when excavating and obstructing the Public Rights-of-Way, the Company will bear financial responsibility for its work to the extent provided herein. Finally, this Ordinance provides for recovery of the City’s reasonable out-of-pocket costs related to the Company’s use of the Public Rights-of-Way, subject to the terms and conditions herein.

This Ordinance shall be interpreted so as to benefit the public but does not create any third-party right of action.

SECTION 102 AUTHORITY TO MANAGE THE RIGHT OF WAY

This Ordinance granting a franchise is created to manage and regulate the Company's use of the City's Public Rights-of-Way along city roads pursuant to the authority granted to the City under its Charter, Sections 15.2-2015, 56-460, and 56-462(A) of the Virginia Code, and other applicable state and federal statutory, administrative and common law provisions.

This Ordinance and any right, privilege or obligation of the City or Company hereunder, shall be interpreted consistently with state and federal statutory, administrative and common law, and such statutory, administrative or common law shall govern in the case of conflict. This Ordinance is not intended to limit the regulatory and police powers of the City to adopt and enforce other general ordinances necessary to protect the health, safety, and welfare of the public.

SECTION 103 DEFINITIONS

103.1 CITY means the City of Charlottesville, Virginia, a municipal corporation of the Commonwealth of Virginia, acting through its authorized agents.

103.2 COMPANY means Cogent Fiber LLC (fka Sprint Communications Company L.P.), including its permitted successors and assigns.

103.3 DIRECTOR means the Director of Public Works for the City of Charlottesville.

103.4 FACILITY means any tangible asset in the Public Rights-of-Way required to provide utility service within the scope of this Ordinance as stated in Section 101, above.

103.5 HOLDOVER PERIOD means the period between the termination or expiration of the franchise and the date provided in Sections 1104 and 1401.

103.6 PATCH means a method of pavement replacement that is temporary in nature.

103.7 PAVEMENT means any type of improved surface that is within the Public Rights-of-Way including but not limited to any improved surface constructed with bricks, pavers, bituminous, concrete, aggregate, or gravel or some combination thereof.

103.8 PUBLIC RIGHTS-OF-WAY or PROW means the area on, below, or above a public roadway, highway, street, cartway, bicycle lane, and public sidewalk in which the City has an interest, including other dedicated rights-of-way for travel purposes and utility easements belonging to the City (to the extent that they provide for third party usage), paved or otherwise. This definition does not include a state highway system regulated pursuant to the direction of the Commonwealth Transportation Board. This definition does not include any City-owned

buildings or structures except those integral to a public street or road such as a bridge or viaduct.

ARTICLE II - INSTALLATION

SECTION 201 INITIAL INSTALLATION

The Company's initial installation of Facilities must be in strict compliance with the approved PROW Plan for the Facilities, a copy of which shall be maintained by the Director within a file within the Department of Public Works. Any additional installation of equipment, lines, cables or other Facilities shall be underground unless it shall be determined by the Director as set forth in Article III that it is not feasible to do so.

SECTION 202 SUBSEQUENT INSTALLATION

202.1 SUBSEQUENT INSTALLATION MADE PURSUANT TO AN APPROVED PROW PLAN:

Additional Facilities installed within the PROW may be placed overhead or underground pursuant to an approved request by the Company made pursuant to Article III, and in accordance with such generally applicable ordinances or regulations governing such installations that have been adopted by the City from time to time.

202.2 GENERAL PREFERENCE FOR UNDERGROUND FACILITIES: As a matter of policy, the City prefers that the installation of any Facility within the PROW occur underground. Notwithstanding this preference, the City recognizes that in some circumstances the placement of Facilities underground may not be appropriate. Any additional installation of lines, cable, equipment or other Facilities shall be underground unless it shall be determined by the Director, pursuant to Article III, that it is not feasible to do so.

202.3 INSTALLATION OF OVERHEAD FACILITIES: Where a subsequent PROW Plan is approved for overhead installation, the Company shall use its existing Facilities, or those of another utility where available. If the PROW Plan calls for overhead installation and existing Facilities cannot accommodate the proposed installation, the Company will clearly indicate in the PROW Plan its intended placement of new Facilities for the Director's review and consideration pursuant to Article III.

202.4 FUTURE ORDINANCES: Nothing herein shall be construed to limit the authority of the city to adopt an ordinance that will restrict the placement of overhead lines for all utilities using the PROW within a defined area of the City.

202.5 CONDITIONS FOR RELOCATING UNDERGROUND: The Company agrees that if, at some future time, the telephone and other utility lines on the posts, poles, and other overhead apparatus upon which the Company has placed some or all of its Facilities in the City's PROWs are relocated underground, the Company will also, at such time, relocate its Facilities on those posts, poles, and other overhead apparatus underground at its expense. Notwithstanding the foregoing, the City shall reimburse Company for any such relocation

expense to the extent that such reimbursement is required by and available under Section 56-468.2 of the Code of Virginia, or other applicable law.

SECTION 203 INSPECTION BY THE CITY

The Company shall make the work-site available to the City and to all others as authorized by law for inspection at all reasonable times, during the execution of, and upon completion of, all work conducted pursuant to this Ordinance.

SECTION 204 AUTHORITY OF THE CITY TO ORDER CESSATION OF WORK

At the time of inspection, or any other time as necessary, the City may order the immediate cessation and correction of any work within the Public Rights-of-Way which poses a serious threat to the life, health, safety or wellbeing of the public.

SECTION 205 LOCATION OF FACILITIES

The Company may not place or install any Facilities within the Public Rights-of-Way pursuant to this Ordinance so as to endanger or interfere with public travel or the ordinary use of, or the safety and convenience of persons traveling through, on, or over, the Public Rights-of-Way within the City of Charlottesville.

SECTION 206 OBSTRUCTION OF THE PROW

The Company may not obstruct the PROW except as clearly specified within an approved PROW plan.

206.1 REMOVAL OF OBSTRUCTIONS: Upon notification from the City, or an entity that has an Attachment Agreement, the Company shall remove any of its Facilities installed in the PROW contrary to an approved PROW Plan within forty-five (45) days of receipt of the notification. If the Company has not removed its obstruction(s) from the PROW within forty-five (45) days of receipt of the notification, the City shall assess the Company a fee of five hundred dollars (\$500) per day the Company has failed to remove the Facility installed in the PROW contrary to an approved PROW Plan. The City, in its sole and absolute discretion, may also remove said offending Facility. In such event, the Company shall pay to the City its reasonable removal costs within thirty (30) days after the City issues a bill for the removal, in addition to the five hundred dollars (\$500) per day fee, such billing to be accompanied by an itemized statement of the City's reasonable costs. If payment is not received by the City within the thirty (30) day period, the City may collect the costs in any manner authorized by law. Reasonable costs may include, but are not limited to administrative overhead, mobilization, material, labor, and equipment related to removing the obstruction.

206.2 NO OBSTRUCTION OF WATER: The Company shall not obstruct the natural free and clear passage of water through gutters, culverts, ditches, tiles, or other waterways.

206.3 PARKING, LOADING AND UNLOADING OF VEHICLES SHALL NOT OBSTRUCT THE PROW: Private vehicles of those doing work for the Company in the PROW must be parked in a manner that conforms to the City's applicable parking regulations. The loading or unloading of trucks must be done in a manner that will not obstruct normal traffic within the PROW or jeopardize the safety of the public who use the PROW.

ARTICLE III - ADMINISTRATION

SECTION 301 ADMINISTRATION OF THE PUBLIC RIGHTS OF WAY

The Director is the principal City official responsible for the administration of this Ordinance granting a franchise to the Company and any of its PROW Plans. The Director may delegate any or all of the duties hereunder to another City employee.

SECTION 302 SUBMISSION OF PROW PLAN

At least thirty (30) days before beginning any installation, removal or relocation of underground or overhead Facilities, the Company shall submit a detailed PROW Plan of the proposed action to the Director for review and approval.

The Director may also require submission of a PROW Plan to coordinate with any upcoming City project. The Director will identify to Company the area, scope, and planned timeline of the project. The Company cannot perform any work in the project area except in compliance with the PROW Plan or with the advance written consent of the Director for one year after actual completion of the City project.

The City will not accept any PROW Plan for work to be done during the Holdover Period.

SECTION 303 GOOD CAUSE EXCEPTION

303.1 WAIVER: The Director, in his or her sole and absolute discretion, is authorized to waive the thirty (30) day requirement in Section 302 for good cause shown.

303.2 EMERGENCY WORK: The Company shall immediately notify the Director of any event regarding its facilities that it considers to be an emergency. The Company will proceed to take whatever actions are necessary to respond to the emergency, or as directed by the Director.

If the City becomes aware of an emergency regarding the Company's facilities, the City will attempt to contact the Company's emergency representative as indicated in Section 1202. In any event, the City shall take whatever action is deemed necessary by the Director to make an appropriate and reasonable response to the emergency. The costs

associated with the City's response shall be borne by the person whose facilities occasioned the emergency.

SECTION 304 DECISION ON PROW PLAN BY THE DIRECTOR

304.1 DECISION: The Director must, within sixty (60) days, either approve the Company's plans for proposed action as described in Section 302 or inform the Company of the reasons for disapproval. The Company must designate a responsible contact person with whom officials of the Department of Public Works can communicate on all matters relating to equipment installation and maintenance.

304.2 APPEAL: Upon written request within thirty (30) days of the Director's decision, the Company may have the denial of a PROW Plan reviewed by the City Manager. The City Manager will schedule its review of the Director's decision within forty-five (45) days of receipt of such a request. A decision by the City Manager will be in writing and supported by written findings establishing the reasonableness of its decision. The decision of the City Manager is final.

SECTION 305 MAPPING DATA

Immediately after each installation or placement of a Facility within the PROW, the Company shall provide to the City such information as the Director may require documenting the location and elevation of the Facility, including but not limited to:

- (a) location and elevation of the mains, cables, conduits, switches, and related equipment and other Facilities owned by the Company located in the PROW, with the location based on (i) offsets from property lines, distances from the centerline of the Public Rights-of-Way, and curb lines; (ii) coordinates derived from the coordinate system being used by the City; or (iii) any other system agreed upon by the Company and the City;
- (b) the outer dimensions of such Facilities; and
- (c) a description and location of above-ground appurtenances.

ARTICLE IV - STANDARDS

SECTION 401 COMPLIANCE WITH ALL LAW AND REGULATIONS; QUALITY OF WORK

Obtaining this franchise shall in no way relieve the Company of its duties to obtain all other necessary permits, licenses, and authority and to pay all fees required by any applicable state or federal rule, law or regulation. The Company shall comply with and fulfill all generally applicable laws and regulations, including ordinances, regulations and requirements of the City,

regarding excavations and any other work in or affecting the Public Rights-of-Way. The Company shall perform all work in conformance with all applicable codes and established rules and regulations, and it is responsible for all work conducted by the Company or another entity or person acting on its behalf pursuant to this Ordinance in the Public Rights-of-Way. The Company shall install only such equipment as meets industry standards and shall perform all work to industry standards of quality and skill.

ARTICLE V – ALTERATIONS TO THE PROW

SECTION 501 RELOCATION OF COMPANY FACILITIES WITHIN THE PUBLIC RIGHTS-OF WAY

Upon written notice from the Director of a planned and authorized improvement or alteration of City sidewalks, streets or other property, or of a proposed relocation of any City-owned utilities that necessitate relocation of some or all of the Facilities owned by the Company and lines to accommodate same, or of the City's intent to close or vacate any Public Right-of-Way, the Company shall relocate at its own expense any such Facilities within one hundred eighty (180) days of receipt of the notice. At Company's request, the city may consent to a longer period, such consent not to be unreasonably or discriminatorily withheld, conditioned or delayed. Notwithstanding the foregoing, the City shall reimburse Company for any such relocation expense to the extent that such reimbursement is required by Section 56-468.2 of the Code of Virginia, or other applicable law. If the City requests relocation on behalf of any third party, the Company will give notice to the City of the cost for the relocation within a reasonable time not to exceed 30 days, and the third party will have the sole responsibility to the Company for the cost of the relocation. Upon receipt of payment, the Company will promptly undertake and diligently pursue to completion any relocation under this Section 501.

SECTION 502 RIGHTS-OF-WAY PATCHING AND RESTORATION

502.1 RESTORATION STANDARD: In accordance with an approved PROW Plan, the Company may disturb or damage the Public Rights-of-Way. The Director has the authority to determine the manner and extent of the restoration of the Public Rights-of-Way, and may do so in written procedures of general application or on a case-by-case basis. In exercising this authority, the Director will consult with any state or federal standards for rights-of-way restoration and shall be further guided by the following considerations:

- (a) the number, size, depth and duration of the excavations, disruptions or damage to the Public Rights-of-Way;
- (b) the volume and speed of traffic carried by the Public Rights-of-Way and the character of the neighborhood surrounding the Public Rights-of-Way;
- (c) the pre-excavation condition of the Public Rights-of-Way and its remaining life expectancy;

- (d) the relative cost of the method of restoration to the Company balanced against the prevention of an accelerated deterioration of the Public Rights-of-Way resulting from the excavation, disturbance or damage to the Public Rights-of-Way; and
- (e) the likelihood that the particular method of restoration would be effective in slowing the depreciation of the Public Rights-of-Way that would otherwise take place.

502.2 TEMPORARY SURFACING: The Company shall perform temporary surfacing patching and restoration including backfill, compaction, and landscaping according to standards determined by, and with the materials determined by, the Director.

502.3 TIMING: After any excavation by the Company pursuant to this Ordinance, the patching and restoration of the Public Rights-of-Way must be completed promptly and, in a manner, determined by the Director.

502.4 GUARANTEES: The Company guarantees its restoration work and shall maintain it for twenty-four (24) months following its completion. The previous statement notwithstanding, the Company will guarantee and maintain plantings and turf for twelve (12) months. During these maintenance periods, the Company shall, upon notification by the City, correct all restoration work to the extent necessary, using the method determined by the Director. Such work shall be completed after receipt of notice from the Director, within a reasonably prompt period, with consideration given for days during which work cannot be done because of circumstances constituting force majeure. Notwithstanding the foregoing, the Company's guarantees set forth hereunder concerning restoration and maintenance shall not apply to the extent another company, franchisee, licensee, permittee, other entity or person, or the City disturbs or damages the same area, or a portion thereof, of the Public Rights-of-Way.

502.5 DUTY TO CORRECT DEFECTS: The Company shall correct defects in patching or restoration performed by it or its agents. Upon notification from the City, the Company shall correct all restoration work to the extent necessary, using the method determined by the Director. Such work shall be completed after receipt of the notice from the Director within a reasonably prompt period, with consideration given for days during which work cannot be done because of circumstances constituting force majeure.

502.6 FAILURE TO RESTORE: If the Company fails to restore the Public Rights-of-Way in the manner and to the condition required by the Director pursuant to Section 502.5, or fails to satisfactorily and timely complete all restoration required by the Director pursuant to this Article V, the City shall notify the Company in writing of the specific alleged failure or failures and shall allow the Company at least ten (10) days from receipt of the notice to cure the failure or failures, or to respond with a Plan to cure. In the event that the Company fails to cure, or fails to respond to the City's notice as provided above, the City may, at its election, perform the necessary work and the Company shall pay to the City its reasonable costs for such restoration within thirty (30) days of issuance of a bill by the City; such bill will be accompanied by an itemized statement of the City's reasonable

costs. If payment is not received by the City within the thirty (30) day period, the City may collect the costs in any manner authorized by law. Reasonable costs may include, but are not limited to, administrative overhead, mobilization, material, labor, and equipment related to such restoration.

502.7 DAMAGE TO OTHER FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY: The Company shall be responsible for the cost of repairing any Facilities existing within the Public Rights-of-Way that it or the Facilities owned by the Company damage. If the Company damages the City's Facilities within the Public Rights-of-Way, such as, but not limited to, culverts, road surfaces, curbs and gutters, or tile lines, the Company shall correct the damage within a prompt period after receiving written notification from the City. If the Company does not correct the City's damaged Facilities pursuant to the foregoing, the City may make such repairs as necessary and charge all of the reasonable costs of such repairs within thirty (30) days of billing accompanied by an itemized statement of the City's reasonable costs. If payment is not received by the City within such thirty (30) day period, the City Attorney may collect the costs in any manner authorized by law. Reasonable costs may include, but are not limited to, administrative overhead, mobilization, material, labor, and equipment related to such repair.

502.8 DIRECTOR'S STANDARD: All determinations to be made by the Director with respect to the manner and extent of restoration, patching, repairing and similar activities under the franchise granted by this Ordinance, shall be reasonable and shall not be unreasonably conditioned, withheld, or delayed. The Company may request additional time to complete restoration, patching, repair, or other similar work as required under the franchise granted by this Ordinance, and the Director shall not unreasonably withhold, condition, or delay consent to such requests.

ARTICLE VI - LIABILITY

SECTION 601 INDEMNIFICATION AND LIABILITY

601.1 SCOPE OF INDEMNIFICATION: Subject to the following, the Company agrees and binds itself to defend, indemnify, keep and hold the City, City Council members, officials and its employees free and harmless from liability on account of injury or damage to persons, firms or corporations or property growing out of or directly or indirectly resulting from:

- (a) the Company's use of the Public Rights-of-Way pursuant to the franchise granted by this Ordinance;
- (b) the acquisition, erection, installation, maintenance, repair, operation and use of any poles, wires, cables, conduits, lines, manholes, facilities and equipment by the Company, its authorized agents, subagents, employees, contractors or subcontractors; or

- (c) the exercise of any right granted by or under the franchise granted by this Ordinance or the failure, refusal or neglect of the Company to perform any duty imposed upon or assumed by the Company by or under the franchise granted by this Ordinance.

601.2 DUTY TO INDEMNIFY, DEFEND AND HOLD HARMLESS: If a suit arising out of subsection (a), (b), (c) of Section 601.1, claiming such injury, death, or damage shall be brought or threatened against the City, its officers, or employees, either independently or jointly with the Company, the Company will defend, indemnify and hold the City harmless in any such suit, at the cost of the Company, provided that the City promptly provides written notice of the commencement or threatened commencement of the action or proceeding involving a claim in respect of which the City will seek indemnification hereunder. The Company shall be entitled to have sole control over the defense through counsel of its own choosing and over settlement of such claim provided that the Company must obtain the prior written approval of City of any settlement of such claims against the City, which approval shall not be unreasonably withheld or delayed more than thirty (30) days. If, in such a suit, a final judgment is obtained against the City, its officers, or employees, either independently or jointly with the Company, the Company will pay the judgment, including all reasonable attorney's fees and other costs, and will hold the City harmless therefrom.

SECTION 602 WAIVER BY THE CITY

The City waives the applicability of these indemnification provisions with respect to the claim at issue as of the date that the City:

- (a) elects to conduct its own defense against such claim; or
- (b) fails to give notice to the Company within thirty (30) days of any such claim such that the Company's ability to defend against such claim is compromised; or
- (c) denies approval of a complete settlement of such claim for which the Company seeks approval; or
- (d) fails to approve or deny a settlement of such claim within thirty (30) days of the Company seeking approval of such settlement.

SECTION 603 INSURANCE

603.1 The Company shall also maintain in force a comprehensive general liability policy in a form satisfactory to the City Attorney, which at minimum must provide:

- (a) verification that an insurance policy has been issued to the Company by an insurance company licensed to do business in the State of Virginia, or a form of self-insurance acceptable to the City Attorney;

- (b) verification that the Company is insured against claims for personal injury, including death, as well as claims for property damage arising out of (i) the use and occupancy of the Public Rights-of-Way by the Company, its agents, employees and permittees, and (ii) placement and use of Facilities owned by the Company in the Public Rights-of-Way by the Company, its officers, agents, employees and permittees, including, but not limited to, protection against liability arising from completed operations, damage of underground Facilities and collapse of property;
- (c) verification that the City Attorney will be notified thirty (30) days in advance of cancellation of the policy or material modification of a coverage term;
- (d) verification that comprehensive liability coverage, automobile liability coverage, workers compensation and umbrella coverage established by the City Attorney in amounts sufficient to protect the City and the public and to carry out the purposes and policies of this Ordinance; and
- (e) verification that the policy has a combined single limit coverage of not less than two million dollars (\$2,000,000).

The policy shall include the City as an additional insured party, and the Company shall provide the City Attorney with a certificate of such coverage before execution of this Franchise Ordinance in a form acceptable to the City Attorney.

603.2 The Company shall also require similar indemnification and insurance coverage from any contractor working on its behalf in the Public Rights-of-Way.

SECTION 604 NEGLIGENCE AND INTENTIONAL ACTS

Nothing herein contained shall be construed to render the Company liable for or obligated to indemnify the City, its agents, or employees, for the negligence or intentional acts of the City, its Council members, its agents or employees, or a permittee of the City.

ARTICLE VII – GUARANTEES OF PERFORMANCE

SECTION 701 GENERAL REQUIREMENT OF A PERFORMANCE BOND

Prior to the Effective Date of this Ordinance, the Company has deposited with the City a Performance Bond made payable to the city in the amount of twenty-five thousand dollars (\$25,000). The bond must be written by a corporate surety acceptable to the City and authorized to do business in the Commonwealth of Virginia. The Performance Bond must be maintained at this amount through the term of this Franchise Ordinance. Whenever the City calls upon the Performance Bond, the Company will take whatever steps are necessary to replenish the amount

available to be called upon under the Performance Bond within ten (10) days of notice from the City regarding same.

SECTION 702 CHANGED AMOUNT OF THE PERFORMANCE BOND

At any time during the Term, the City may, acting reasonably, require or permit the Company to change the amount of the Performance Bond if the City finds that new risk or other factors exist that reasonably necessitate or justify a change in the amount of the Performance Bond. Such new factors may include, but not be limited to, such matters as:

- (a) material changes in the net worth of the Company;
- (b) changes in the identity of the Company that would require the prior written consent of the City;
- (c) material changes in the amount and location of Facilities owned by the Company;
- (d) the Company's recent record of compliance with the terms and conditions of this Ordinance; and
- (e) material changes in the amount and nature of construction or other activities to be performed by the Company pursuant to this Ordinance.

SECTION 703 PURPOSE OF PERFORMANCE BOND

The Performance Bond shall serve as security for:

- (a) the faithful performance by the Company of all terms, conditions and obligations of this Ordinance;
- (b) any expenditure, damage or loss incurred by the City occasioned by the Company's failure to comply with all rules, regulations, orders, permits and other directives of the City issued pursuant to this Ordinance;
- (c) payment of costs or compensation required by this Ordinance;
- (d) the payment of premiums for the liability insurance required pursuant to this Ordinance;
- (e) the removal of Facilities owned by the Company from the Streets at the termination of the Ordinance, at the election of the City, pursuant to this Ordinance;
- (f) any loss or damage to the Streets or any property of the City during the installation, operation, upgrade, repair or removal of Facilities by the Company;

- (g) the payment of any other amounts that become due to the City pursuant to this Ordinance or law;
- (h) the timely renewal of any corporate surety bond that constitutes the Performance Bond; and
- (i) any other costs, loss or damage incurred by the City as a result of the Company's failure to perform its obligations pursuant to this Ordinance.

SECTION 704 FEES OR PENALTIES FOR VIOLATIONS OF THE ORDINANCE

704.1 FEE OR PENALTY: The Company shall be subject to a fee or a penalty for violation of this Ordinance as provided for in applicable law.

704.2 APPEAL: The Company may, upon written request within thirty (30) days of the City's decision to assess a fee or penalty and for reasons of good cause, ask the City to reconsider its imposition of a fee or penalty pursuant to this Ordinance unless another period is provided for in applicable law. The City Engineer or designee shall schedule a review of such request to be held within forty-five (45) days of receipt of such request from the Company. The City's decision on the Company's appeal shall be in writing and supported by written findings establishing the reasonableness of the City's decision. During the pendency of the appeal before the City or any subsequent appeal thereafter, the Company shall place any such fee or penalty in an interest-bearing escrow account. Nothing herein shall limit the Company's right to challenge such assessment or the City's decision on appeal, in a court of competent jurisdiction.

ARTICLE VIII – REQUIRED PAYMENTS

SECTION 801 COMPENSATION/PROW USE FEE.

The City reserves the right to impose at any time on the Company consistent with Section 253(c) of the Communications Act of 1934, as amended:

- (a) a PROW Use Fee in accordance with Section 56-468.1(G) of the Code of Virginia, and/or
- (b) any other fee or payment that the City may lawfully impose for the occupation and use of the Streets.

The Company shall be obligated to remit the PROW Use Fee and any other lawful fee enacted by the City, so long as the City provides the Company and all other affected certificated providers of local exchange telephone service appropriate notice of the PROW Use Fee as required by Section 56-468.1(G) of the Code of Virginia. If the PROW Use Fee is eliminated, discontinued, preempted or otherwise is declared or becomes invalid, the Company and the City

shall negotiate in good faith to determine fair and reasonable compensation to the City for use of the Streets by the Company for Facilities.

SECTION 802 RESERVED

SECTION 803 NO CREDITS OR DEDUCTIONS

The compensation and other payments to be made pursuant to Article VIII: (a) shall not be deemed to be in the nature of a tax, and (b) except as may be otherwise provided by Section 56-468.1 of the Code of Virginia, shall be in addition to any and all taxes or other fees or charges that the Company shall be required to pay to the City or to any state or federal agency or authority, all of which shall be separate and distinct obligations of the Company.

SECTION 804 REMITTANCE OF COMPENSATION/LATE PAYMENTS, INTEREST ON LATE PAYMENTS

(1) If any payment required by this Ordinance is not actually received by the City on or before the applicable date fixed in this Ordinance, or (2), in the event the City adopts an ordinance imposing a PROW Use Fee, if such Fee has been received by the Company from its customers, and has not been actually received by the City on or before the applicable date fixed in this Ordinance or thirty (30) days after receipt of the PROW Use Fee from its customers, whichever is later, then the Company shall pay interest thereon, to the extent permitted by law, from the due date to the date paid at a rate equal to the rate of interest then charged by the City for late payments of real estate taxes.

ARTICLE IX – ENFORCEMENT AND INTERPRETATION

SECTION 901 ENFORCEMENT; RESERVATION OF ALL RIGHTS AND POWERS

The City may enforce the terms of this Ordinance by any lawful means in its sole and absolute discretion, and the selection of a particular method of enforcement shall not preclude the City from using another method in relation to the same enforcement action or another enforcement action. In addition to any methods of enforcement granted by general law, the City reserves the remedy of self-help, including the right to remove, correct, or relocate any unsafe Facility belonging to the Company. In any litigation arising out of the City's enforcement of this Ordinance, the City may recover its reasonable attorney's fees if it prevails in the litigation.

The City reserves the right by ordinance or resolution to establish any reasonable regulations for the convenience, safety, health and protection of its inhabitants under its police powers, consistent with state and federal law. The rights herein granted are subject to the exercise of such police powers as the same now are or may hereafter be conferred upon the City. Without limitation as to the generality of the foregoing the City reserves the full scope of its power to require by ordinance substitution of underground service for overhead service, or the transfer of

overhead service from the front to the rear of property whenever reasonable in all areas in the City and with such contributions or at such rates as may be allowed by law.

Notwithstanding anything herein to the contrary, nothing herein shall be construed to extend, limit or otherwise modify the authority of the City preserved under Sections 253 (b) and (c) of the Communications Act of 1934, as amended. Nothing herein shall be construed to limit, modify, abridge or extend the rights of the Company under the Communications Act of 1934, as amended.

SECTION 902 SEVERABILITY

If any portion of this Ordinance is for any reason held to be invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

ARTICLE X - MAINTENANCE

SECTION 1001 MAINTENANCE OBLIGATION

The Company will maintain the poles, wires, cable, conduits, lines, manholes, equipment and other Facilities it owns within the City's PROW in good order and operating condition throughout the term of the franchise granted by this Ordinance. Upon notice from the City, the Company will promptly repair, replace or remove any Facilities not in good order or not in operating condition.

SECTION 1002 TREE TRIMMING

Should the Company install any overhead lines, it shall have the authority to trim trees upon or overhanging the streets, alleys, walkways or Public Rights-of-Way to prevent the branches of such trees from interfering with its lines or other Facilities. However, all such trimmings shall be performed in a safe and orderly manner under the general direction of the Director of Public Works or his or her designee and in compliance with the pruning standards of the National Arborists Association as currently in effect.

ARTICLE XI - TERM

SECTION 1101 INITIAL TERM OF FRANCHISE

The term of the franchise granted by this Ordinance shall be for a period of five (5) years from the effective date of this Ordinance.

SECTION 1102 APPLICATION FOR NEW FRANCHISE

If the Company wishes to maintain its equipment within the City and to continue the operation of the system beyond the term of the franchise granted by this Ordinance, it shall give written notice to the City at least one hundred twenty (120) days before expiration of the franchise granted by this Ordinance, stating that it wishes to apply for a new franchise. Such application shall include a report of the location of the Facilities owned by the Company within the City's PROW, and a statement as to whether the Company has complied with the provisions of this Ordinance.

SECTION 1103 HOLDOVER PERIOD; OPERATION OF FACILITIES OWNED BY THE COMPANY WHILE RENEWAL IS PENDING

Upon a timely request by the Company prior to the expiration of its initial franchise, the Company shall be permitted to continue operations of the Facilities owned by the Company within the City under the terms of the franchise granted by this Ordinance until the City acts upon the Company's request or as otherwise provided in Section 1401 of this Ordinance. Nothing herein shall be construed to grant the Company a perpetual franchise interest.

During the Holdover Period, the Company will abide by all its obligations under this Ordinance as if it remained in effect.

ARTICLE XII – INFORMATION SHARING

SECTION 1201 NOTICE

All notices, except for in cases of emergencies, required pursuant to the franchise granted by this Ordinance shall be in writing and shall be mailed or delivered to the following address:

To the Company:

COGENT FIBER LLC FKA SPRINT
COMMUNICATIONS COMPANY LP
2450 N Street, NW, 4th Floor,
Washington, D.C. 20037

To the City:

City of Charlottesville
Attn: City Manager
605 East Main Street
Charlottesville, VA 22902

All correspondences shall be by registered mail, certified mail or regular mail with return receipt requested; and shall be deemed delivered when received or refused by the addressee. Each Party may change its address above by like notice.

SECTION 1202 EMERGENCY NOTIFICATION

Notices required pursuant to Section 303.2 shall be made orally and by email to the following:

To the Company:

COGENT FIBER LLC FKA SPRINT
COMMUNICATIONS COMPANY LP
2450 N Street, NW, 4th Floor,
Washington, D.C. 20037

Email: mbrown@cogentco.com (emergencies)
legal_notices@cogentco.com (legal notices only)

EMERGENCIES: 815-557-8416

To the City:

Gas Dispatchers
(434) 970-3800 (office)
Emergency (434)293-9164 (leaks)

Steven Hicks
Director of Public Works
(434) 970-3703 (office)
hickss@charlottesville.gov

SECTION 1203 REGISTRATION OF DATA

The Company, including any sub-leasee or assigns, must keep on record with the City the following information:

- (a) Name, address and e-mail address if applicable, and telephone number;
- (b) Name, address and e-mail address if applicable, and telephone number of a local representative available for consultation at all times. This information must include how to contact the local representative in an emergency; and
- (c) A certificate of insurance as required under Article VI, Section 603 of this Franchise Ordinance, and a copy of the insurance policy.

The Company shall update all of the above information with the City within fifteen (15) days following its knowledge of any change.

ARTICLE XIII - TERMINATION

SECTION 1301 TERMINATION OF FRANCHISE

The franchise granted by this Ordinance may be terminated:

- (a) by the Company, at its election and without cause, by written notice to the City at least sixty (60) days prior to the effective date of such termination; or

- (b) by either the Company or the City, after thirty (30) days written notice to the other party of the occurrence or existence of a default of the franchise granted by this Ordinance, if the defaulting party fails to cure or commence good faith efforts to cure, such default within sixty (60) days after delivery of such notice.

Notwithstanding the provisions of this Section, the terms and conditions of the franchise granted by this Ordinance pertaining to indemnification shall survive a termination under this Section.

ARTICLE XIV – DISPOSITION OF FACILITIES UPON TERMINATION

SECTION 1401 REMOVAL OF FACILITIES FROM THE PUBLIC RIGHTS-OF-WAY

The Company shall remove all Facilities owned by the Company from the streets, alleys and public places of the City at the expense of the Company within six (6) months after the termination, abandonment, or expiration of this franchise granted by this Ordinance, or by such reasonable time to be prescribed by the City Council, whichever is later. No such removal will be required while any renewal requests as provided for in Section 1102 and Section 1103, are pending before the City. If such renewal request is denied, the six (6) month period provided above shall commence on the date of denial or expiration, whichever is later. The City reserves the right to waive this requirement, as provided for in Section 1402 herein. The City shall grant the Company access to the Public Rights-of-Way in order to remove its Facilities owned by the Company pursuant to this paragraph.

SECTION 1402 ABANDONMENT OF FACILITIES OWNED BY THE COMPANY IN THE PUBLIC RIGHTS-OF-WAY

The Facilities owned by the Company may be abandoned without removal upon request by the Company and approval by the City. This Section survives the expiration or termination of this franchise granted by this Ordinance.

ARTICLE XV – ASSIGNMENT AND LEASING

SECTION 1501 PRIOR WRITTEN CONSENT FOR ASSIGNMENT

The franchise granted by this Ordinance shall not be assigned or transferred without the express written approval of the City, which shall not be unreasonably or discriminatorily conditioned, withheld or delayed. The City will not approve of a transfer to any entity that is not properly authorized to do business in the Commonwealth of Virginia or not authorized or equipped to carry on the business contemplated by this Ordinance. As a condition of approval of a transfer, the City may require that the transferee accept liability for any known or unknown claims against the Company arising under this Ordinance.

In addition, nothing in this Ordinance shall be construed to require the Company to obtain approval from the City in order to lease any Facilities owned by the Company or any portion thereof in, on, or above the PROW, or grant an indefeasible right of use (“IRU”) in the Facilities owned by the Company, or any portion thereof, to any entity or person. The lease or grant of an IRU in such Facilities owned by the Company, or any portion or combination thereof, shall not be construed as the assignment or transfer of any franchise rights granted under this Ordinance. Any lease or IRU granted by the Company terminates upon the termination of the Franchise or the expiration of any grace period provided under Section 1401.

SECTION 1502 SUCCESSORS AND ASSIGNS

Notwithstanding Section 1501, the Company may assign, transfer, or sublet its rights, without the consent of the City, to any person or entity that controls, is controlled by or is under common control with the Company, any company or entity with which or into which the Company may merge or consolidate, or to any lender of the Company, contingent upon the Company’s providing the City notice of the action prior to enactment. Any successor(s) of the Company shall be entitled to all rights and privileges of this franchise granted by this Ordinance and shall be subject to all the provisions, obligations, stipulations and penalties herein prescribed.

ARTICLE XVI - NONEXCLUSIVITY

SECTION 1601 NONEXCLUSIVE FRANCHISE

Nothing in the franchise granted by this Ordinance shall be construed to mean that this is an exclusive franchise, as the City Council reserves the right to grant additional franchises to other parties.

ARTICLE XVII – WAIVERS GENERALLY

SECTION 1701 ALL WAIVERS IN WRITING AND EXECUTED BY THE PARTIES

Any waiver of the franchise granted by this Ordinance or any of its provisions shall be effective and binding upon the Parties only if it is made in writing and duly signed by the Parties.

SECTION 1702 NO CONSTRUCTIVE WAIVER RECOGNIZED

If either Party fails to enforce any right or remedy available under the franchise granted by this Ordinance, that failure shall not be construed as a waiver of any right or remedy with respect to any breach or failure by the other Party. Nothing herein shall be construed as a waiver of any rights, privileges or obligations of the City or the Company, nor constitute a waiver of any remedies available at equity or at law. No acceptance by the City of any payment by the

Company will be considered an accord and satisfaction of disputed claims or debts unless the City provides written agreement that such payment constitutes accord and satisfaction.

ARTICLE XVIII - NONDISCRIMINATION

SECTION 1801 NO DISCRIMINATION

The Company's rights, privileges and obligations under the franchise granted by this Ordinance shall be no less favorable than those granted by the City to and shall not be interpreted by the City in a less favorable manner with respect to any other similarly situated entity or person or user of the City's Public Rights-of-Way.

ARTICLE XIX – INABILITY TO PERFORM

SECTION 1901 FORCE MAJEURE

Neither the Company nor the City shall be liable for any delay or failure in performance of any part of the franchise granted by this Ordinance from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions.

ARTICLE XX

SECTION 2001 EFFECTIVE DATE

This Ordinance shall be effective upon its passage.

Adopted by the Council of the City of Charlottesville on the ___ day of _____, 20__.

Clerk of Council

ACCEPTED: The franchise granted by this Ordinance is accepted, and the Company agrees to be bound by its terms and conditions.

**COGENT FIBER, LLC
FKA SPRINT COMMUNICATIONS
COMPANY L.P.**

By: David Schaeffer

Its: President & CEO

Date _____

Policy Briefing Summary

City Council



Regarding:	Ordinance for Temporary Easement to Rivanna Water and Sewer Authority at Heyward Community Forest for use during Reservoir Pool Raise Project
Staff Contact(s):	Chris Gensic, Park and Trail Planner
Presenter:	Chris Gensic, Park and Trail Planner
Date of Proposed Action:	October 6, 2025

Issue

The Rivanna Water and Sewer Authority ("RWSA") will begin work to elevate the Ragged Mountain Reservoir level ("Project") in October 2025. As part of this Project, RWSA has requested use of the area located just above the lower Heyward Community Forest parking lot to serve as a borrow area and for equipment storage.

City Staff have prepared a temporary easement to accommodate this request. In exchange for the use of this area, RWSA has agreed that, upon completion of the Project, that its contractor will grade the site to create additional public parking to benefit both Ragged Mountain and Heyward Community Forest visitors.

Background / Rule

Analysis

The Project is a component of the approved Community Water Supply Plan. The identified need for additional parking is also included in the Heyward Community Forest Plan, specifically within the field area requested for temporary use by RWSA. Approval of this item would provide a mutual benefit, supporting the Project, while also advancing planned improvements to public access and parking.

Financial Impact

None.

Recommendation

City Staff recommends City Council adopt the attached Ordinance approving a temporary easement to RWSA for the Project.

Recommended Motion (if Applicable)

"I make a Motion to adopt the attached Ordinance approving the temporary easement to RWSA for the Project."

Attachments

1. 2025.08.15 RWSA-Easement-Council Version Sept 2025
2. Proposed ordinance - Granting easement to RWSA - 09-17-25

TEMPORARY EASEMENT AGREEMENT

This **TEMPORARY EASEMENT AGREEMENT** (“Easement Agreement”), is made as of this ____ day of _____, 2025, by and between **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation in the Commonwealth of Virginia, its successors and assigns, as grantor (“City”), and **THE RIVANNA WATER AND SEWER AUTHORITY**, a public body politic and corporate, as grantee (“RWSA”); (collectively, “Parties;” individually, “Party”).

RECITALS:

WHEREAS, the City, the Albemarle County Service Authority, and RWSA adopted the Community Water Supply Plan in 2012 (“Plan”);” and

WHEREAS, a critical component of the Plan is the completion of the expansion of Ragged Mountain Reservoir from pool elevation 671 feet above mean sea level to 683 feet above mean sea level (“Additional Pool Level”); and

WHEREAS, as RWSA proceeds with the Additional Pool Level project as described in the “First Amendment to Ragged Mountain Dam Project Agreement,” attached hereto as Exhibit “A,” RWSA’s design engineer has determined that an expanded blanket drain system shall be constructed; and

WHEREAS, RWSA’s design engineer has determined that a portion of TMP 75-62, owned by the City, and shown on Sheet 22 of “Ragged Mountain Dam Reservoir Raise” by Schnabel Engineering, LLC, dated February 2025, attached hereto as Exhibit “B,” is suitable for excavation of borrow fill (“Borrow Area”) needed for the aforementioned blanket drain system; and

WHEREAS, in connection with the expanded blanket drain system project (“Project”), the City and RWSA agree that it will benefit the Project to grant RWSA certain easement rights to the aforesaid Borrow Area subject to the terms and conditions provided in this Easement Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual agreement of the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

2. **Grant and Use of Temporary Access Easement.** The City does hereby give, grant, and convey unto RWSA (and its successors and assigns), the following exclusive temporary access easement to the borrow area (collectively, “Easement Area”) throughout the Term for use related to the Project:

A. All disturbance related to the Borrow Area will remain within the limits of disturbance as identified in Exhibit "B". Prior to construction, representatives from the City, RWSA, and RWSA's contractor shall meet to review the current condition of the Borrow Area and all requirements identified herein.

B. RWSA shall be responsible for securing and complying with all necessary permits. As part of the permitting and construction process, the City hereby authorizes Albemarle County and its employees, agents, consultants, representatives, and independent contractors (collectively the "County Representatives") the right of ingress to and egress from TMP 75-62, for the purpose of planning, inspecting and ensuring compliance of the erosion and sedimentation control measures of the approved Albemarle County Water Protection Ordinance (WPO) Plan WPO-2025-00019. Further, the City hereby authorizes the County Representatives the right to enter TMP 75-62 for the purpose of performing any necessary work or maintenance under WPO-2025-00019. Such authorization of right to enter in no way obligates the County Representatives to perform any necessary work, maintenance or other activities in accordance with WPO-2025-00019.

C. RWSA agrees to remove borrow soil for use for the Project in a proper and careful manner, to the lines and grades shown in Exhibit "B." Any necessary deviations in grading will be communicated in writing to the City as soon as it is practical so the changes can be properly coordinated.

D. Per Exhibit "B", RWSA agrees to perform the necessary grading within the Borrow Area to facilitate future parking lot expansion. Surfacing of the parking lot expansion shall be performed by the City at a later date. RWSA agrees to seed the parking lot expansion with seed mixtures as specified by the City, or gravel the parking lot per City specifications.

E. RWSA will invite City representatives to attend the pre-construction conference with RWSA's contractor, as well as monthly meetings, as desired. In addition, RWSA will provide periodic updates on the status of the borrow area and parking expansion.

F. In recognition of the longstanding partnership between the City and RWSA, RWSA agrees to perform the parking lot expansion at no cost to the City. The City hereby agrees to allow RWSA use of the Borrow Area at no cost to RWSA.

G. It shall be noted that RWSA is also in the process of constructing its Ragged Mountain Reservoir to Observatory Water Treatment Plant Raw Water Pipeline through this corridor. The City hereby agrees to not surface or allow use of the future expanded parking area, until this portion of the pipeline has been constructed.

3. Reservation of Rights. Subject to the exclusive rights created herein, the City expressly reserves (to itself, its successors and assigns) the right to use, or by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above, or under the Easement Area (in City's reasonable discretion) for any purpose whatsoever not inconsistent with the rights or purposes herein granted, including, but not limited to, the right of

ingress and egress over and across the Easement Area onto any adjacent or contiguous property; provided, such right does not unreasonably interfere with RWSA's Easement hereunder.

As part of the permitting and construction process, the City hereby authorizes Albemarle County and its employees, agents, consultants, representatives, and independent contractors (collectively the "County Representatives") the right of ingress to and egress from TMP 75-62, for the purpose of planning, inspecting and ensuring compliance of the erosion and sedimentation control measures of the approved Albemarle County Water Protection Ordinance (WPO) Plan WPO-2025-00019. Further, the City hereby authorizes the County Representatives the right to enter TMP 75-62 for the purpose of performing any necessary work or maintenance under WPO-2025-00019. Such authorization of right to enter in no way obligates the County Representatives to perform any necessary work, maintenance or other activities in accordance with WPO-2025-00019.

4. Reserved.

5. Term. RWSA acknowledges that this Easement Agreement, and RWSA's rights in and to the Easement granted herein, shall immediately terminate, expire, and be deemed null and void upon the earlier of:

(i) completion of the Project; or

(ii) termination of this Easement.

6. Covenants of RWSA. RWSA (and its successors, assigns, agents, invitees, and employees) shall:

A. Not interfere with or prevent the normal use and maintenance by City of the Easement Area (if any), or City's adjacent property, provided City's right to use the Easement Area shall be subject to the terms and conditions set forth above;

B. Not intentionally interfere with any existing or hereafter granted license, easement, reservation, or right-of-way upon, above, over, through, under or across the Easement Area, so long as such license, easement, reservation or right-of-way does not unreasonably interfere with RWSA's Easement hereunder; and

C. Exercise diligent good faith efforts to always comply and in all respects with all applicable law.

D. RWSA shall also obtain, maintain and comply with all applicable permits (if any) in connection with RWSA's use of the Easement Area. RWSA shall not, by any act or omission, render the City liable for any violation thereof.

7. Liens. To the extent allowable under Virginia law, RWSA shall not act (or fail to act) in a way which permits any lien to be filed against the Easement Area for any labor or materials

in connection with work of any character performed or claimed to have been performed on the Easement Area at the direction or sufferance of RWSA or its assigns. To the extent any such lien is filed against such Easement Area prior to completion of the Project, without the prior written consent of City, RWSA shall cause the same to be removed by bonding over or otherwise satisfying such lien within thirty (30) days of such lien being filed, and if RWSA fails to do so, City shall have the right (but not the obligation) to cause the removal of the same and charge RWSA for all of the actual out-of-pocket costs and fees incurred by City in connection with such lien removal, together with interest accruing thereon at an annual rate of interest as allowed under the Virginia Code, until City's receipt of full payment therefor.

8. Breach by RWSA. If RWSA materially breaches any provision of this Easement Agreement and fails to cure any such breach within thirty (30) days after written notice thereof is given by City (or, with respect to any such breach the nature of which cannot reasonably be cured within such thirty (30) day period, RWSA fails to commence such cure within such thirty (30) day period and to thereafter diligently prosecute such cure to completion), in addition to any other right or remedy available to City at law or in equity, City shall have the right, but not the obligation, to cure any such breach or to terminate this Easement Agreement (subject, in all cases, to the rights of RWSA to cure a default or breach hereunder). RWSA shall reimburse City for any and all out-of-pocket costs incurred by City to exercise its rights hereunder upon demand, together with interest accruing thereon at an annual rate of interest as set forth in the Virginia Code, until City's receipt of full payment therefor.

9. Condition of Easement Area. RWSA acknowledges that RWSA:

(i) Has physically inspected the Easement Area; and

(ii) accepts the Easement Area "AS IS" and "WHERE IS" with full knowledge of the conditions thereof and subject to all existing easements, rights-of-ways, covenants, encumbrances, liens, and restrictions of record. City makes no representations, statements, warranties or agreements to RWSA in connection with this Easement Area, including, without limitation, the nature of title (if any) granted herein, except as may be expressly represented or warranted to in the Comprehensive Agreement. RWSA's use of the Easement Area is at its own risk and City shall have no liability or obligation for or with respect to any loss or damage to any of RWSA's improvements within the Easement Area, except as may otherwise be expressly provided hereunder.

10. Miscellaneous.

A. Modification. This Easement Agreement may not be modified or amended in any respect except by a written agreement executed by or on behalf of the Parties hereto, in the same manner as executed herein.

B. No Assignment; Binding on Successors and Assigns. Except and unless the same is assigned by RWSA in accordance with the terms thereof, RWSA may not assign or otherwise transfer this Easement Agreement, or any of its rights and obligations hereunder, in whole or in

part, without the prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed.

C. Interpretation and Governing Law. This Easement Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia. Should any provision of this Easement Agreement require judicial interpretation, the Parties hereby agree and stipulate that the court interpreting or considering the same shall not apply the presumption that the terms hereof shall be more strictly construed against a Party by reason of any rule or conclusion of law that a document should be construed more strictly against the Party who itself or through its agents prepared the same, it being agreed that all Parties hereto have participated in the preparation of this Easement Agreement and that each Party had full opportunity to consult legal counsel of its choice before its execution of this Easement Agreement.

D. Counterparts. This Easement Agreement may be executed in counterparts; each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

E. Waivers. The Parties shall have the right by notice in writing to the other Parties to waive any of the provisions of this Easement Agreement that are for the sole benefit of the waiving Party. Any failure of a Party to insist upon strict compliance with any of the terms and conditions of this Easement Agreement shall not be construed as a waiver of such terms and conditions or of the right of such Party to insist at any time thereafter upon such strict compliance.

F. Headings. The descriptive headings in this Easement Agreement are inserted for convenience only and do not constitute a part of this Easement Agreement.

G. Third Parties. No person shall be deemed to be a third-party beneficiary of this easement agreement or any portion hereof.

H. Jury Trial. All signatories hereto wave the right to trial by jury in connection with any litigation arising in respect of this easement agreement or the transactions contemplated hereby.

I. Definition of City. Whenever the term, the “City” is used in this Easement Agreement, unless the term is followed by, “in its governmental capacity,” “in its regulatory capacity,” or words of similar import, the term means, “City, in its proprietary capacity.”

J. Construction and Interpretation of Easement Agreement. This Easement Agreement has been fully reviewed and approved by the Parties hereto and their respective counsel. Accordingly, in interpreting this Easement Agreement, no weight shall be placed upon which Party hereto or its counsel drafted the provisions being interpreted. Section headings are for convenience only and shall not be considered in construing this Easement Agreement.

The following words and phrases as used throughout this Easement Agreement shall be construed as follows, unless otherwise modified:

- (i) "At any time" shall be construed as "at any time or from time to time;"
- (ii) "Any" shall be construed as "any and all;"
- (iii) "Including" shall be construed as "including but not limited to;"
- (iv) "Will" and "Shall" shall each be construed as mandatory; and

(v) The word "In" with respect to an easement granted or reserved shall mean, as the context may require, "in," "to," "on," "over," "within," "through," "upon," "across," "under," and any one or more of the foregoing.

K. No Public Rights Created. Nothing herein shall create or be construed to create any rights in or for the benefit of the general public in or to the Easement Area or the Easement granted hereby, and there shall be no public dedication.

L. Severability. Each paragraph, subparagraph, part, term, and provision of this Easement Agreement shall be considered severable, and if; for any reason, any paragraph, term or provision is herein determined to be invalid or contrary to or in conflict with any existing or future law or regulation of a court or agency having valid jurisdiction, such shall not impair the operation or effect the remaining portions, paragraphs, terms and provisions of this Easement Agreement, and the latter will be given full force and effect and will bind the parties hereto; and said invalid paragraphs, terms or provisions shall be deemed not to be part of this Easement Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Easement Agreement in duplicate the day and year first above written.

CITY

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____
 Name: _____
 Title: _____

Approved as to Form:

 Sau Chan
 Deputy City Attorney

COMMONWEALTH OF VIRGINIA; CITY OF CHARLOTTESVILLE

On _____, 2025, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature

on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

My commission expires: _____

[Notarial Seal]

RIVANNA WATER AND SEWER AUTHORITY

By: _____

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA; CITY/COUNTY OF _____

On _____, 2025, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

My commission expires: _____ [Notarial Seal]

ORDINANCE
GRANTING A TEMPORARY SITE DEVELOPMENT EASEMENT TO RWSA FOR
THE USE OF PORTION OF HEYWARD COMMUNITY FOREST FOR THE RAGGED
MOUNTAIN POOL RAISE PROJECT

WHEREAS, Rivanna Water and Sewer Authority (“RWSA”) is working to implement the regional water supply plan by elevating the reservoir level at Ragged Mountain (“Project”); and

WHEREAS, said initiative requires space for borrow area and equipment storage during the work period; and

WHEREAS, RWSA is requesting a temporary site development easement (“Easement”) to operate a lay-down/borrow/storage area on the Heyward Community Forest located owned by the City of Charlottesville, Virginia (“City”), property located in Albemarle County at 1760 Reservoir Road, parcel number 75-62; and

WHEREAS, granting such easement will not adversely affect current use of the property; and

WHEREAS, RWSA will have its contractor level and gravel the Easement area to be used for future public parking for both Ragged Mountain and Heyward Community Forest after completion of the Project; and

WHEREAS, pursuant to Virginia Code § 15.2-1800, cities are authorized to grant easements over, through, under, or across any City property; and

WHEREAS, the proposed Easement is depicted on Exhibit “A,” which is attached for reference and made a part fully hereof.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Charlottesville, Virginia, that the Mayor is hereby authorized to execute a Temporary Site Development Easement Agreement, and further, the City’s Mayor is authorized to execute such other documents as may be required in connection with this conveyance, and all documents shall be in a form approved by the City Attorney.

	Aye	No

Approved by Council _____

Clerk of Council

Policy Briefing Summary

City Council



Regarding:	Resolution Authorizing Purchase of 2000 Holiday Drive
Staff Contact(s):	John Maddux, City Attorney, Samuel Sanders, Jr., City Manager
Presenter:	Chris Engel, Director of Economic Development
Date of Proposed Action:	October 6, 2025

Issue

As part of its Homeless Intervention Plan, the City of Charlottesville, Virginia ("City"), has actively been seeking a facility to serve as a low-barrier shelter for those experiencing homelessness in our community. During the search, the City became aware of an opportunity to acquire the property located at 2000 Holiday Drive ("Property") in the City.

Background / Rule

The Property consists of two (2) contiguous land parcels totaling approximately 3.8 acres of land and a building with 27,000 gross square feet. The building has most recently been used as an office space accommodating over one-hundred (100) employees on site. There are sixty-nine (69) off-street parking spaces, as well as a number of street spaces on Holiday Drive. The site is also served by a transit stop 800' east at the intersection of Emmet Street and Holiday Drive.

Given the building's current configuration, it will require renovation to be suitable for overnight shelter purposes. Initial review by City Staff indicates the building is sound and its configuration is conducive to conversion to an overnight/day shelter use.

At this point, plans have not been developed, and costs are unknown at this time. The proposed Purchase Agreement provides a short study period until October 30 to more fully identify any issues that would significantly prevent transition to a shelter use. The City plans to engage with various non-profit service providers regarding the operation of the facility and the local philanthropic community to seek assistance in funding the necessary renovations.

City Staff proposes to use available funds from the CIP Contingency account to acquire the Property.

Analysis

Negotiations with the owners of the Property have resulted in the terms set forth below and within the attached Resolution:

1. Purchase Price: The proposed Purchase Price for the property is \$6,200,000.
2. Closing Date: Closing would be scheduled to take place on November 20, 2025. Within three (3) days of executing a Written Real Estate Purchase and Sale Agreement, the City will pay a deposit to be held in escrow which will be applied to the purchase price at closing.
3. Clear Title: At closing, the City will receive insurable title to the property by Special Warranty Deed. The Property will be acquired by the City in "as-is" condition.
4. Seller Costs: The Owner will pay its own attorneys' fees, including preparation of the deed, preparation of a lien affidavit, costs associated with releasing deeds of trust or other existing liens, if any, and recordation taxes applicable to grantors, and other closing documentation.

5. City Costs: The City is responsible for costs of title examination and title insurance, and all recording costs and recordation taxes other than the grantor's tax, and other closing documentation necessary to complete the City's purchase.
6. Taxes: The Owner must pay all real estate taxes due on the Property, through the date of Closing.
7. Other Terms: Such other or further administrative, procedural, or contractual provisions as deemed necessary by the City Attorney to effectuate the binding agreement for the purchase and sale of the Property upon the terms set forth above.

The City will have until October 30, 2025, to study the building and determine if there are any major structural issues or other significant concerns that would prevent the proposed use.

The City's obligation to purchase the Property is conditioned on approval by City Council. A proposed Resolution evidencing that approval is attached for City Council's consideration. Should said Resolution be approved, the City Manager will execute the Purchase Agreement on behalf of the City with support from the City Attorney's Office. A separate resolution appropriating the funds for purchase will be introduced during the October 6, 2025 City Council meeting, and then voted on following a public hearing during City Council's October 20, 2025 meeting.

Financial Impact

There is no impact to the City's General Fund Budget. The CIP Contingency Account will be reduced by \$6,200,000 as a result of the Property's purchase.

Recommendation

City Staff recommends adoption of the attached Resolution, authorizing the purchase of the Property, upon terms stated in the Resolution.

Recommended Motion (if Applicable)

"I make a Motion to adopt the attached Resolution authorizing the purchase of the Property, upon terms stated in the Resolution."

Attachments

1. Resolution authorizing terms to purchase 2000 Holiday Drive v2 10.06.2025
2. Seller Executed 2000 Holiday Dr. Purchase and Sale Agreement 09.25.2025(V2 Seller Rev)



RESOLUTION #R-__-__
Resolution Authorizing Contract to Acquire Property at 2000 Holiday Drive
by the City of Charlottesville, Virginia

WHEREAS, MIS PROPERTY, L.L.C. (“Owner”), owns certain property known by present street numbering as 2000 Holiday Drive Charlottesville, Virginia, and designated and shown on current City Tax Maps as Parcel ID 40A013000 and 40A014000 (“Property”), and the owner has offered the property for sale; and

WHEREAS, the City of Charlottesville, Virginia (“City”), is interested in purchasing the Property; and

WHEREAS, Owner and the City have engaged in mutual discussions and have tentatively agreed to terms of a proposed agreement for the purchase and sale of the Property, including, among other terms, a purchase price of \$6,200,000, conditioned upon approval of said terms by the Council of the City of Charlottesville, Virginia (“City Council”); and

WHEREAS funds are available for the City’s purchase of the Property, within CIP Contingency Account CP-080.

NOW, THEREFORE, BE IT RESOLVED by City Council **THAT**:

1. The purchase and acquisition of the Property is hereby **APPROVED** upon the following terms:
 - a. Purchase Price: The proposed purchase price for the property is \$6,200,000;
 - b. Closing Date: Closing would be scheduled to take place on November 20, 2025. Within three (3) days of executing a written Real Estate Purchase and Sale Agreement (“Agreement”), the City will pay a deposit to be held in escrow, which will be applied to the Purchase Price at closing.
 - c. Clear title: At Closing, the City will receive insurable title to the Property by special warranty deed. The Property will be acquired by the City in “as-is” condition.
 - d. Seller Costs: Owner will pay its own attorneys’ fees, including preparation of the deed, preparation of a lien affidavit, costs associated with releasing deeds of trust or other existing liens, if any, and recordation taxes applicable to grantors, and other closing documentation.
 - e. City Costs: The City is responsible for costs of title examination and title insurance, and all recording costs and recordation taxes other than the grantor’s tax, and other closing documentation necessary to complete the City’s purchase.

- f. Taxes: The Owner must pay all real estate taxes due on the Property, through the date of Closing.
 - g. Other Terms: Such other or further administrative, procedural, or contractual provisions as deemed necessary by the City Attorney to effectuate the binding Agreement for the purchase and sale of the Property upon the terms set forth above.
2. Upon the approval of the City Attorney as to the form of the Agreement upon the terms stated above the City Manager is authorized to execute said Agreement and pay a \$100,000 deposit from the Citywide Reserve Account , and the City Attorney and City Manager are hereby authorized to execute any other necessary documents, in a form approved by the City Attorney, as may be necessary to consummate the purchase of the Property by the City upon the terms herein stated and to complete the settlement and closing of the purchase/sale transaction and the recordation of a deed conveying insurable title to the City.

Date Adopted:

Certified: _____
Clerk of Council

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (the “**Agreement**”) is dated as of _____, 2025, by and among the CITY OF CHARLOTTESVILLE, VIRGINIA, a municipal corporation and political subdivision of the Commonwealth of Virginia (“**Buyer**”); and MIS PROPERTY, LLC, a Virginia limited liability company (“**Seller**”). The “**Effective Date**”, as used in this Agreement, means the date this Agreement has been fully ratified.

RECITALS

A. Seller owns that certain real estate, together with improvements thereon and appurtenances thereto, located in the City of Charlottesville, Virginia (the “**City**”) and designated and shown on current tax maps of the City as Parcel ID 40A013000 and Parcel ID 40A014000, which is also known by present street numbering respectively as 2000 and 1900 Holiday Drive, Charlottesville, VA 22903 (the “**Property**”).

B. Buyer desires to buy from Seller, and Seller desire to sell to Buyer, all of Seller’s right, title and interest in and to the Property, subject to the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the foregoing recitals (which are hereby incorporated as integral parts of this Agreement, and not as mere recitals), Seller and Buyer agree as follows:

1. **Purchase and Sale.** Subject to the terms and conditions set forth in this Agreement, at Closing (as defined below), Buyer will buy from Seller, and Seller will sell and transfer to Buyer, all of Seller’s right, title, and interest in and to the Property.

2. **Purchase Price.** The purchase price for the Property is Six Million Two Hundred Thousand and No/100 Dollars (\$6,200,000.00) (the “**Purchase Price**”). The Purchase Price shall be payable by Buyer as follows:

2.1 Buyer shall pay the Deposit (defined below) pursuant to Section 3 below.

2.2 The balance of the Purchase Price will be paid by Buyer in immediately available funds by wire transfer at Closing consistent with instructions supplied by Seller and/or Seller’s attorney.

3. **Deposit.**

3.1 Within three (3) days of the Effective Date, Buyer shall deliver a deposit of \$100,000.00 (the “**Deposit**”), which will be delivered by Buyer to Safe Harbor Title Insurance Company (“**Escrow Agent**”). If Buyer performs all of its obligations under this Agreement, the Deposit shall be applied toward the Purchase Price at Closing. If the Buyer chooses not to consummate the transaction, and proper notice is given in writing prior to close of business on October 30, 2025, the **Deposit** shall be refundable.

3.2 If this transaction is not consummated, the Escrow Agent shall hold the Deposit in escrow until (i) all parties to the transaction have agreed in writing to the disposition thereof; (ii) a court of competent jurisdiction orders disbursement; or (iii) the Escrow Agent can pay the funds to the party who is entitled to receive them in accordance with the explicit terms of this Agreement. In the latter event, prior to disbursement, the Escrow Agent shall give written notice to each party to this Agreement that this payment will be made unless a written protest from either party is received by the Escrow Agent within 30 days of the delivery or mailing, as appropriate, of the notice, in which event the Deposit will be held by the Escrow Agent until either of the events specified in subparagraphs 3.2(i) or 3.2(ii) have occurred. If a dispute arises regarding the Deposit, the Escrow Agent shall have the right to pay the Deposit into the Circuit Court of the City of Charlottesville until final resolution of the dispute.

3.3 Escrow Agent shall have no liability for error of judgment or for any mistake of fact or law in connection with its action or inaction relating to the parties' disagreement or otherwise as to the Deposit or other escrowed funds, and the parties shall, jointly and severally, indemnify and hold Escrow Agent harmless from any and all liability and expenses arising out of any such action or inaction, including attorney fees, which Escrow Agent may incur in defending against any such liability. Neither Escrow Agent nor any of its attorneys shall be disqualified as counsel for Seller in such proceeding, or in any other dispute between Seller and Buyer, because of Escrow Agent's service as an escrow agent.

4. **Title.** Title to the Property at Closing must be insurable by an ALTA Owner's Title Policy (the "**Title Policy**"), without exception or limitation except as to the following (collectively, the "**Permitted Exceptions**"): (i) the standard printed exceptions in the Title Policy; (ii) the lien of real property taxes on the Property for the current year not yet due and payable; (iii) any state of facts that an accurate survey of Property would disclose; (iv) any exceptions disclosed on Schedule B of the Buyer's title commitment which will be extinguished upon transfer of the Property; (v) certain unrecorded leases, as more fully identified and described on Exhibit A, attached hereto and incorporated herein, if any (collectively, the "**Leases**"); and (vi) such other encumbrances, easements, restrictions and exceptions which would not materially and adversely affect the use of the Property for commercial purposes.

5. **Seller's Warranties and Representations.** Seller represents that it has the necessary authority to execute and deliver this Agreement, and to satisfy its obligations under this Agreement. The representations and warranties of Seller set forth in this Section 5 will be materially true at Closing. Seller further warrants and represents the following as of the Effective Date:

5.1 **Pending Suits.** There are no actions, suits or proceedings pending or, to the best of Seller's knowledge and belief, threatened, affecting the Property or relating to Seller's ownership and ability to convey the Property to Buyer pursuant to this Agreement.

5.2 **Condemnation.** There is no pending, or, to the best of Seller's knowledge and belief, threatened, condemnation or similar proceeding affecting the Property or any portion thereof.

5.3 **Valid Existence.** Seller is duly organized and validly existing and in good standing under the laws of the jurisdiction of its organization and is qualified to do business in the Commonwealth of Virginia and has all requisite company power and authority to own, lease and operate its properties, to carry on its business as now being conducted and to execute, deliver and perform this Agreement.

5.4 **No Violation.** The execution and delivery of this Agreement, the Deed (defined below), and other closing documents, and the performance of, fulfillment of and compliance with the terms and conditions hereof and thereof by Seller do not (1) conflict with or result in a breach of its governance documents; or (2) violate any statute, law, rule or regulation, or any order, writ, injunction or decree of any governmental authority binding on it or its properties.

6. **Buyer's Warranties and Representations.** Buyer hereby represents that Buyer has the necessary authority to execute and deliver this Agreement, and to satisfy its obligations under this Agreement. Buyer's representations and warranties set forth in this Section 6 will be true at Closing. Buyer further warrants and represents the following as of the Effective Date:

6.1 **Pending Suits.** There are no actions, suits or proceedings pending or, to the best of Buyer's knowledge, threatened, which would in any way be binding upon Buyer or its successors or assigns or affect or limit its or its successors' or assigns' use and enjoyment of the Property or which would limit or restrict in any way Buyer's right and ability to enter into this Agreement and consummate the transaction contemplated hereby, and perform the obligations in the documents to be executed in connection with the Closing.

6.2 **Valid Existence.** Buyer is a municipal corporation and political subdivision of the Commonwealth of Virginia and has all requisite power and authority to own, lease and operate its properties, to carry on its business as now being conducted and to execute, deliver and perform this Agreement.

6.3 **Authority.** Buyer has the power and authority to execute and deliver this Agreement and the other closing documents to be delivered by Buyer at the Closing and to carry out and perform all covenants to be performed under this Agreement. The closing documents will, when signed and delivered, constitute Buyer's legal, valid and binding obligation, enforceable in accordance with its terms.

6.4 **No Violation.** Buyer's signing and delivery of this Agreement, other closing documents, and completion of the transactions described in this Agreement, and performance of this Agreement, do not (1) conflict with or result in a breach of its governance documents; or (2) violate any statute, law, rule or regulation, or any order, writ, injunction or decree of any governmental authority binding on it or its properties.

7. **Conditions Precedent to Closing.**

7.1 **Seller Conditions to Closing.** Seller's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of each of the following conditions on or before the Closing Date, any or all of which may be waived in writing by Seller in its sole discretion.

(i) The representations and warranties of Buyer contained in this Agreement shall have been true and correct in all material respects on the date of this Agreement and shall be true and correct in all material respects on the Closing Date as though made on and as of the Closing Date, and Buyer shall have duly performed and complied in all material respects with all covenants and obligations required by this Agreement to be performed or complied with by them on or prior to the Closing.

(ii) No action or proceeding shall be pending by or before any court or other governmental body or agency seeking to restrain, prohibit or invalidate the transactions contemplated by this Agreement.

(iii) Seller shall have received from Buyer evidence that Buyer has all required governmental approvals, including but not limited to one or more resolutions of the City Council of the City of Charlottesville approving of this Agreement (and any amendments hereto), authorizing Buyer's purchase of the Property and Buyer's entry into, and consummation of, this Agreement (and any amendments hereto).

7.2 **Buyer Conditions to Closing.** Buyer's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of each of the following conditions on or before the Closing Date, any or all of which may be waived in writing by Buyer in its sole discretion.

(i) The representations and warranties of Seller contained in this Agreement shall have been true and correct in all material respects on the date of this Agreement and shall be true and correct in all material respects on the Closing Date as though made on and as of the Closing Date, and Seller shall have duly performed and complied in all material respects with all covenants and obligations required by this Agreement to be performed or complied with by them on or prior to the Closing.

(ii) No action or proceeding shall be pending by or before any court or other governmental body or agency seeking to restrain, prohibit or invalidate the transactions contemplated by this Agreement.

(iii) Title to the Property at Closing must be insurable by the Title Policy subject to the Permitted Exceptions and in accordance with Paragraph 4 of this Agreement (and any amendments hereto).

8. **Closing.** The closing of the transaction contemplated by this Agreement (the "**Closing**") shall occur on or before November 20, 2025 (the "**Closing Date**"). The Closing will be held in the offices of Escrow Agent, or such other mutually agreeable place.

9. **Taxes, Prorations and Closing Costs.** Costs and expenses relating to this transaction and relating to Closing, will be paid as follows:

9.1 Seller will pay in full (i) the fees of Seller's counsel, (ii) all costs pertaining to release of any deeds of trust or other liens against the Property not the fault of Buyer, subject to

the provisions of Section 2, and (iii) any other costs and expenses agreed to by Seller in this Agreement.

9.2 Buyer will be responsible for the costs of the title search and exam and all additional costs and expenses related to the issuance of the title insurance policy, including, but not limited to, the premium(s) and all title endorsements to the Title Policy and the cost of any survey.

9.3 Buyer will pay in full (i) all fees of Buyer's counsel, and (ii) and any other costs and expenses agreed to by Buyer in this Agreement.

9.4 All ad valorem, real, and personal property taxes and general and special assessments levied or assessed against the Property (collectively, the "**Taxes**") for all years before the calendar year which includes the Closing Date will be paid by Seller. All Taxes attributable to the calendar year in which the Closing occurs will be prorated between Seller and Buyer based upon the number of days each party owned (or will own) the Property during such year.

9.5 At Closing, any rent paid pursuant to the Leases, if any, and attributable to the month in which Closing occurs will be prorated between Seller and Buyer based on the number of days each party owned (or will own) the Property during such month. In addition, to the extent that Seller has received any other prepaid rent from the tenants under the Leases prior to Closing, such prepaid rent shall be transferred to Buyer via a credit toward the Purchase Price on the Settlement Statement.

9.6 Seller will pay all grantor's taxes associated with the Deed. Buyer will pay all other recording taxes and fees, including state and local taxes, documentary stamps and transfer taxes, if any, and for its own attorney's fees in connection with the Deed and all title curative instruments, if any.

9.7 Any and all closing costs not otherwise specifically provided for in this Agreement will be borne solely by Buyer.

10. **Closing Documents.**

10.1 **Seller's Closing Documents.** Seller will execute and deliver to Buyer the following documents:

(i) **Deed.** Special warranty deed from Seller, conveying fee simple title to the Property to Buyer, subject only matters of record in the chain of title and the Permitted Exceptions (the "**Deed**").

(ii) **Lien Affidavit.** An owner's affidavit sufficient to induce Buyer's title insurance company to issue a standard owner's policy of title insurance without general exceptions for mechanic's liens, provided that the form and substance of such affidavit shall be reasonably acceptable to Seller and Seller's attorney.

(iii) **FIRPTA Certificate.** Certificates executed by Seller as to income tax status and matters related to Section 1445 of the Internal Revenue Code or other evidence

satisfactory that Seller have complied with the withholding requirements of the Foreign Investment in Real Property Tax Act under Section 1445, including establishment of escrow until the withholding requirements of Section 1445 have been met. Buyer agrees to reasonably cooperate with Seller on such compliance, provided that Buyer does not incur any added expense in so doing.

(iv) **Settlement Statement.** A Settlement Statement in a form agreed upon by both Buyer and Seller.

(v) **Assignment and Assumption Agreement.** An Assignment and Assumption Agreement, whereby Seller shall assign and transfer, and Buyer shall accept and assume, all of Seller's rights, obligations, and liabilities under the Leases, if any.

(vi) **Other Closing Documents.** Any other documents, instruments or certificates reasonably required by Buyer or its title insurer to issue the Title Policy to Buyer, otherwise required by this Agreement, required for tax reporting purposes or reasonably necessary to effect Closing, provided that same shall be in form and substance reasonably acceptable to Seller and Seller's attorney.

10.2 **Buyer Closing Documents.** Buyer will execute and deliver to Seller the following documents:

(i) **Settlement Statement.** A Settlement Statement in a form agreed upon by both Buyer and Seller.

(ii) **Assignment and Assumption Agreement.** An Assignment and Assumption Agreement, whereby Seller shall assign and transfer, and Buyer shall accept and assume, all of Seller's rights, obligations, and liabilities under the Leases, if any.

(iii) **Other Closing Documents.** Any other documents, instruments or certificates reasonably required by Seller, otherwise required by this Agreement, required for tax reporting purposes or reasonably necessary to effect Closing.

11. **Time of Essence.** Time will be of the essence in the performance of the obligations created under this Agreement.

12. **Risk of Loss; Condemnation.** The risk of loss or damage to the Property by fire or other casualty prior to Closing will be on Seller. If, at any time on or before the Closing Date, title or possession of all or any material part of the Property be taken by condemnation proceeding, or if any such proceeding become pending or threatened, or if Seller or Buyer receive notice of the pendency or threat of any such proceeding, or if a casualty loss occurs affecting the Property, then Buyer will have the option, at its election, to terminate this Agreement by written notice to Seller of such election within fifteen (15) days after the date upon which Seller gives written notice to Buyer of (or, if earlier, the date upon which Buyer receives written notice of) such taking, proceeding, pendency, casualty or threat of taking, in which case this Agreement will terminate and the parties will have no further liability to one another hereunder except for the obligations of the parties that survive the termination of this Agreement. Seller will notify Buyer as soon as commercially reasonable, should Seller be notified of such a taking, proceeding, pendency, casualty or threat of taking. In the event Buyer elects to purchase the Property despite such taking,

proceeding, pendency, casualty or threat of taking, then payment of all awards and/or other compensation made on account of any taking by eminent domain and/or the proceeds of any sale of all or any part of the Property, either under threat of, or while a condemnation proceeding is pending, and all insurance proceeds from casualty, will be paid to, and become the property of Buyer, less any deductibles which Seller may have paid or may be required to pay.

13. **No Recording.** This Agreement may not be recorded.

14. **Default.** If prior to Closing either party is in default of its covenants or obligations under this Agreement, which the defaulting party fails to cure at the earlier of the Closing or within five (5) days after written notice thereof, then in such event: (i) if Buyer fails to perform or breaches any of the obligations, representations, terms or conditions of this Agreement, the Deposit will be delivered to Seller as liquidated damages in lieu of any or all other remedies Seller may have at law or in equity; and (ii) if Seller fails to perform or breaches its obligations under the Agreement, Buyer will be entitled, as its sole right and remedy at law or in equity, to either (a) terminate this Agreement by written notice of termination to Seller, in which event Buyer shall be entitled to a return of the Deposit and Seller and Buyer will be relieved of any and all obligations and liabilities hereunder, subject to the obligations and liabilities of the parties that expressly survive the termination of this Agreement; or (b) pursue an action for specific performance.

15. **Notices.** Whenever any notice or other communication is required or permitted hereunder, such notice or other communication shall be in writing and shall be delivered by hand or sent by overnight courier service or by U.S. registered or certified mail, return receipt requested, postage prepaid, or by email, to the addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith:

TO SELLER: MIS PROPERTY, LLC
501 Faulconer Drive #2D
Charlottesville, VA 22903
Attn: Mark Krebs
Email: mkrebs47@gmail.com

with a copy (which alone shall not constitute notice hereunder) to:

Spotts Fain, PC
411 East Franklin Street, Suite 600
Richmond, Virginia 23219
Attn: David DuVal
Email: dduval@spottsfain.com

TO BUYER: City of Charlottesville
605 E. Main St
Charlottesville, VA 22902
Attn: Samuel Sanders, Jr.
Email: sanderss@charlottesville.gov

Notices sent by hand delivery, overnight delivery, or email shall be effective when delivered. To be effective, email notices shall require confirmation of delivery (which shall expressly exclude an “out of office” reply or other automated email reply) and a copy to be sent by any one of the other methods for giving notice under this Agreement. Notices sent by certified mail shall be effective 3 days after mailing. Any notice given by legal counsel or other authorized agent of any party shall be effective as if the same had been executed and delivered by such party itself.

16. **Waiver.** No waiver by either party of any breach or default of any of the terms and conditions contained in this Agreement will be construed as a waiver of any subsequent breach or default whether of a like or different character

17. **Headings.** The headings of the paragraphs herein are for convenience only and will not affect the meanings or interpretations of the contents thereof.

18. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will nonetheless remain in full force and effect.

19. **Complete Agreement.** This Agreement represents the complete understanding between the parties hereto, and supersedes all prior negotiations, representations or agreements, either written or oral, as to the matters described herein. This Agreement may be amended only by written instrument signed by both parties. Both parties have participated in drafting and negotiating this Agreement and no interpretive presumption will be drawn against either party by virtue of its role in drafting this Agreement.

20. **Construction.** This Agreement will be governed and construed in accordance with laws of the Commonwealth of Virginia.

21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Electronic copies of any signed original agreement will be deemed the same as delivery of an original. At the request of any party, the parties will conform electronic copies of any signed original document by signing and delivering a duplicate original document. In addition, the parties will sign original documents for all documents that are required to be recorded in the Clerk’s Office of the Circuit Court of the City of Charlottesville for this transaction.

22. **Assignability.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by the Buyer without the prior written consent of Seller, and any purported assignment without such consent shall be void.

23. **Attorneys’ Fees.** If it is necessary that either Buyer or Seller employ an attorney to enforce its rights pursuant to this Agreement (or defend any such enforcement action), the non-substantially prevailing party will reimburse the substantially prevailing party for such party’s costs of court and reasonable attorneys’ fees.

24. **Brokers.** Each party represents and warrants to the other that no real estate brokers or other intermediaries were involved in connection with this transaction except for the following:

S.L. Nusbaum Realty Co, by and through Douglas O. Tice. The parties will each indemnify, defend and hold each other harmless from any claim for brokerage fees resulting from a breach of the foregoing representation and warranty. The provisions of this Section shall survive Closing and any termination of this Agreement.

25. **Deadlines.** If the Closing Date or any other date for performance by a party of any obligation herein falls on a Saturday, Sunday or legal holiday, then the Closing Date or such other date shall be extended to the next day which is a business day.

26. **Submission of Agreement for Examination.** The submitting of this Agreement for examination by any party does not constitute an offer, and this document becomes effective only upon full execution and delivery hereof.

27. **As-Is, Where-Is, and With All Faults Condition.**

27.1 Buyer does hereby acknowledge, represent, warrant and agree, to and with the Seller, that, as of Closing, except as otherwise expressly set forth in this Agreement (i) Buyer is purchasing the Property in an “AS IS, WHERE IS, AND WITH ALL FAULTS” condition as of the Effective Date and as of Closing with respect to any facts, circumstances, conditions and defects of all kinds, (ii) Seller has no obligation to repair or correct any such facts, circumstances, conditions or defects or compensate Buyer for same; (iii) based upon all physical inspections, examinations and tests of the Property as Buyer deems necessary or appropriate under the circumstances, Buyer is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own agents and officers and the Buyer is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property; (iv) Buyer has had and will have, pursuant to this Agreement, an adequate opportunity to make such legal, factual and other inquiries and investigations as Buyer deems necessary, desirable or appropriate with respect to the Property; (v) Seller is not making and has not made any warranty or representation with Property as an inducement to the Buyer to enter into this Agreement and thereafter to purchase the Property or for any other purpose; and (vi) by reason of all of the foregoing, Buyer shall assume the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the physical condition of the Property or the operation of the Property, regardless of whether the same is capable of being observed or ascertained.

27.2 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT, DOES NOT AND WILL NOT, WITH RESPECT TO THE PROPERTY, MAKE ANY REPRESENTATIONS, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION OR MERCHANTABILITY, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR OPERATING POTENTIAL OF THE PROPERTY.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO REAL ESTATE PURCHASE AND SALE AGREEMENT]

IN WITNESS WHEREOF, each party has executed and sealed this Agreement or caused it to be executed and sealed on its behalf by its duly authorized representative(s) or agent(s).

AGREED:

SELLER:

MIS PROPERTY, LLC
a Virginia limited liability company

Date: 9/26/2025

DocuSigned by:
Mark Krebs
By: 9A5FE26132E6490...
Mark Krebs, Managing Member

BUYER:

CITY OF CHARLOTTESVILLE, VIRGINIA
*a municipal corporation and political subdivision of
the Commonwealth of Virginia*

Date: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

LEASES (if needed)

NONE.

Policy Briefing Summary

City Council



Regarding:	Bennett's Village Project Report to City Council
Staff Contact(s):	Samuel Sanders, Jr., City Manager
Presenter:	Kara McClurken
Date of Proposed Action:	October 6, 2025

Issue

Bennett's Village is providing a project report in accordance with the 2024 Memorandum of Agreement with the City of Charlottesville.

Background / Rule

Article B, Section VII of the 2024 MOU signed between the City of Charlottesville and Bennett's Village states:

VII. Annual reports prior to Project Completion; Annual Audits:

BV shall provide a written annual report to the City on or before October first of each calendar year, providing information to City Council regarding major Project milestone achievements, status of fundraising efforts, a budget-to-actual expenditures-report for each Project Phase then remaining in progress, and a summary and report of operations and goals for the ensuing year. Additionally, within three (3) months of the end of BV's annual financial reporting period, BV shall provide to the City a written report specifying the amount of funding received by BV from all sources during the preceding year and specifying the amount of funding expended by BV for and in connection with any applicable Phase of the Project during the preceding year. This document shall be a public record.

Analysis

Financial Impact

Recommendation

Acknowledge receipt of the report.

Recommended Motion (if Applicable)

Attachments

1. BV 2025 Report to City of Charlottesville

Bennett's Village

A place for all to play

Bennett's Village Project Report to City Council September 2025

Major milestone achievements:

- Completed and opened the Treehouse at Bennett's Village and turned it back over to the City.
 - Added decorative elements, including the butterfly bench and sensory wall—a great photo opportunity for tourists and community members alike
 - Partnered with Charlottesville Tree Stewards, Piedmont Master Gardeners, and volunteers to replant slope with native trees, shrubs and grasses
- Added Bennett's Village rock snake to playspace, a constantly evolving community art installation
- Worked with City Parks and Recreation to install first public adult changing table in the community in the new family accessible bathroom
- Collaborated with the family of Josie Klotz and Parks and Recreation to pave accessible path behind the treehouse
- Completed *design* documents with Mahan Rykiel Associates for rest of playspace
- Worked with Eskew Dumez Ripple on design and cost estimates for additional bathroom that would support the needs of those with mobility and sensory challenges
- Kara McClurken has shifted her role from President to Executive Director. We have expanded the number of Board members and added additional administrative support to better address the ongoing fundraising and programming needs of the organization..
- Updated our branding and [website](#) to provide coherent unified messaging that tell the playful story of Bennett's Village using colors, fonts, characters, and shapes that express our commitment to community, nature, accessibility, and inclusivity.
- Treehouse named runner up for Best play space in Cville Weekly and a finalist for best social programming nonprofit

Programming achievements:

- Lovely [piece](#) on the project by Charlottesville Inside Out/Virginia Public Media
- Created fundraising and [outreach materials](#) for next phases of project
- Partnered with Charlottesville Parks and Recreation's Adaptive Recreation and UVA School of Education and Human Development's Assistive Technology students to host 150 community member in preview event in the treehouse—Treehouse Tales

- Participated in CURE SMA event held at Pen Park and with the Botanical Garden for their Fall Festival
- Gave presentations to teachers, education majors, and community organizations on the importance of accessible play and the possibilities for inclusive play at Pen Park
- Held official celebration- "Party in the Park" Sunday, April 27, 1-5pm (with Parks and Recreation) celebrating the ways Bennett's Village and the City of Charlottesville is making Pen Park more accessible via the treehouse, the accessible bathroom, and the accessible path. The celebration was a great success by every measure.
 - More than 1000 people
 - Partnered with 26 organizations and vendors
 - Thanks to the City of Charlottesville for their financial sponsorship and to Parks and Recreation specifically for providing porta potties, loaning tables and chairs, and staffing the event to help with trash, etc.

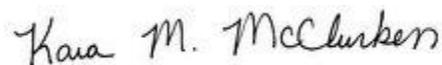
Fundraising efforts:

- We have raised the funds to pay for the construction documents that will be created by the team put together by Mahan, Rykiel, & Associates.
- So far this year we have raised \$134,00 with another \$75,000 in pledged funds.
- The Budget vs. Actual expenditures for Treehouse can be found in this [spreadsheet](#).

Current/future endeavors:

- Add railings to Josie's Way for additional accessibility
- Hold second Treehouse Tales event and other activities at the Treehouse
- Participate in community events such as the UVA NICU reunion and the CureSMA Walk N Roll event
- Successfully complete construction documents and site plan submission for rest of project
- Hire Director of Development to expand fundraising capacity for future phases of the project
- Consult with other organizations to support more inclusive playspaces into other community projects

Respectfully submitted,



Kara M. McClurken,
Executive Director,
Bennett's Village

Policy Briefing Summary

City Council



Regarding:	Legislative Agenda Discussion - Part 2
Staff Contact(s):	Samuel Sanders, Jr., City Manager, James Freas, Deputy City Manager, John Maddux, City Attorney
Presenter:	Samuel Sanders, Jr., City Manager
Date of Proposed Action:	October 6, 2025

Issue

In preparation for the submission of a Legislative Agenda, Council will discuss the recent recommendations received from its designated decision-making bodies. In addition, certain offices and departments of the city government have also submitted items for consideration.

Background / Rule

TJPDC will work with the Legislative Committee of Council to finalize a set of policy priorities for delivery to the local delegation as an indication of support, opposition, or requests for consideration. This is part one of a two-part discussion.

Analysis

Council will adopt their 2026 Legislative Agenda as an action item on October 20, 2025.

Financial Impact

Financial impact has not yet been determined.

Recommendation

The material presented is for discussion and consideration for inclusion in the final packet to be approved on October 20, 2025.

Recommended Motion (if Applicable)

Attachments

1. Sustainability 2026 Legislative Priorities
2. HRC 2026 Legislative Agenda Recommendations
3. Planning Commission 2026 Legislative Priorities

Proposed 2026 General Assembly Legislative Priorities – Sustainability (9-19-2025)

Local Bill Sponsorship Request: N/A

Funding Request for Local Initiative:

- \$600,000 to support the [Energy Resource Hub](#) (ERH) for 3 years. The ERH helps residents and businesses in the City of Charlottesville and Albemarle County navigate resource programs, rebates, and incentives for energy efficiency, weatherization services, and electrification. Local nonprofits Local Energy Alliance Program (LEAP) and the Community Climate Collaborative (C3) provide technical expertise and resources, ensuring that the Hub delivers high-quality and impactful services. This initiative has been funded by the City of Charlottesville and Albemarle County at \$200,000 in FY25 and in FY26, but ongoing ability to fund is uncertain. The ERH has been very effective in its first six months, successfully connecting households and small businesses with incentives to improve affordability and efficiency of their homes and facilities. It will integrate and leverage the Virginia Energy Connect initiative being launched by Virginia Energy. Awareness and demand for the support offered by the ERH is anticipated to increase, especially with the upcoming launch of the state-administered Home Energy Rebate Program. The ERH model, which delivers a personalized approach to navigating incentive options, is a replicable approach for local communities who seek to support their community members address the rising cost of energy and their interest in improving the performance of their own buildings.

Priority Policy Positions:

- Support the Commonwealth’s re-entry in the Regional Greenhouse Gas Initiative (RGGI).
- Maintain the intent of the Virginia Clean Economy Act (VCEA) and the Clean Cars Standard; support adequate state resources for localities to invest in EVs and EV infrastructure.
- Support legislation that creates a robust distributed energy resources (DER) environment to achieve both grid reliability and climate goals (e.g., shared solar, DER interconnection requirements, virtual power plants, power storage, state-level financing mechanisms).

- Support legislation that expands opportunities for net metering programs (e.g., eliminate the cap, standby charges, and fees).
- Support data center reform legislation to minimize environmental impacts and reduce financial burden on rate payers (e.g., building data disclosure, cost-share reform, transmission cost allocation).
- Support legislation related to utility Integrated Resource Planning reform (e.g., improving accessibility for nontraditional stakeholders, load growth data transparency, prioritizing energy efficiency and energy storage).
- Support legislation authorizing localities to require greater building energy efficiency (stretch codes) and establish commercial building benchmarking within their jurisdictions

Summary of Human Rights Commission Recommendations by Category

Highest priorities for the Human Rights Commission:

Recommendation	Previously Introduced	Patron identified for 2026
Support the expansion of Permanent Supportive Housing (PSH) for people with disabilities and others with complex needs.	Yes	No
Amend the Virginia Residential Landlord and Tenant Act to allow tenants to raise unsafe or unsanitary conditions as an affirmative defense to non-payment of rent in eviction cases.	Yes	Likely
Reinstate fourteen-day pay or quit notices. Under current law, after a tenant is five days late in paying rent, a landlord can issue a five day "pay or quit" notice requiring the tenant to pay full rent or face eviction proceedings. By extending the five day "pay or quit" window to fourteen days, tenants have a better chance of accessing funds and avoiding housing instability and homelessness.	Yes	Likely
Increase funding for the Virginia Eviction Reduction Pilot Program (VERP). Established in 2020 to support the creation of local/regional coordinated systems to prevent evictions, this program provides local organizations with resources to help families access emergency financial assistance, case management, and court navigation.	Yes	Likely

Recommended items that do not appear to have patrons in other localities:

Recommendation	Previously Introduced
Limit fees for rental applications and/or allow groups of tenants to submit a single application.	Yes
Require that critical lease information be made available in languages other than English.	No
Amend the Virginia Residential landlord and Tenant Act to increase transparency during the tenant screening process by requiring landlords to list minimum criteria before accepting applications and provide reasons for a tenant's application denial.	Yes
Require landlords to disclose to prospective rental applicants a complete list of additional fees involved in renting as a separate document prior to tenant application.	Yes
Establish statewide pilot program funded at \$60 million annually for two years to provide rental assistance for 5,000 very low-income families across Virginia.	Yes
Support the expansion of Permanent Supportive Housing (PSH) for people with disabilities and others with complex needs.	Yes
Recognize homelessness as a protected class in the Virginia Human Rights Act and Virginia Fair Housing Law to prohibit discrimination based upon an individual's housing status.	No
Support the passage of a Homeless Bill of Rights codifying the right of unhoused individuals to move freely in public spaces; to receive equal treatment by state and municipal authorities to maintain employment, privacy, and personal property; and to vote.	Yes

Recommended items that likely have patrons in other localities:

(Each of the recommendations below was previously introduced by a state legislator.)

- Amend the Virginia Residential Landlord and Tenant Act to allow tenants to raise unsafe or unsanitary conditions as an affirmative defense to non-payment of rent in eviction cases.
- Amend the Virginia Residential Landlord and Tenant Act to remove barriers to tenants enforcing the right to habitability. Under current law, a tenant must follow often lengthy procedures and be up to date on all rent payments before suing a landlord for conditions that make their homes uninhabitable.
- Reinstate fourteen-day pay or quit notices. Under current law, after a tenant is five days late in paying rent, a landlord can issue a five day "pay or quit" notice requiring the tenant to pay full rent or face eviction proceedings. By extending the five day "pay or quit" window to fourteen days, tenants have a better chance of accessing funds and avoiding housing instability and homelessness.
- Amend the Virginia Residential Landlord and Tenant Act to allow localities to sue landlords who fail to maintain health and safety standards of rental units.
- Increase protections against landlord retaliation by including nonrenewal of leases as a form of prohibited landlord retaliation against those who have filed complaints of discrimination.
- Grant localities right of first refusal during the sale of publicly-supported affordable housing. This would ensure localities have the opportunity to purchase affordable housing before it expires.
- Support enabling legislation to allow for local rent stabilization to prevent price gouging and resultant housing instability and displacement.
- Increase funding for the Virginia Eviction Reduction Pilot Program (VERP). Established in 2020 to support the creation of local/regional coordinated systems to prevent evictions, this program provides local organizations with resources to help families access emergency financial assistance, case management, and court navigation.
- Increase annual funding for Virginia Housing Trust Fund (VHTF) from \$87.5 million to \$150 million. The VHTF provides loans to create, preserve, and support affordable housing, and provides grants targeted at reducing homelessness.
- Support comprehensive probation reform bills that offer increased housing support and services to aid in successful reentry of those exiting incarceration.

Items for future consideration:

- Require that each county and city in Virginia maintain a public overnight homeless shelter or fund a private equivalent.
 - At the time of submission, statewide advocacy organizations contacted were uncertain if any legislators plan to reintroduce this in 2026.
- Increase public mental health care funding.

Additional context for categorized recommendations presented above.

Highest priorities for the HRC:

- Support the expansion of Permanent Supportive Housing (PSH) for people with disabilities and others with complex needs.
 - Budget amendments for this were introduced in 2025.
 - At the time of submission, statewide advocacy organizations contacted were uncertain if any legislators plan to reintroduce this in 2026.
- Amend the Virginia Residential Landlord and Tenant Act to allow tenants to raise unsafe or unsanitary conditions as an affirmative defense to non-payment of rent in eviction cases.
 - Delegate Cousins (District 79 - Richmond) plans to introduce legislation related to this in the 2026 General Assembly session.
- Reinstate fourteen-day pay or quit notices. Under current law, after a tenant is five days late in paying rent, a landlord can issue a five day "pay or quit" notice requiring the tenant to pay full rent or face eviction proceedings. By extending the five day "pay or quit" window to fourteen days, tenants have a better chance of accessing funds and avoiding housing instability and homelessness.
 - This bill was passed in the House and Senate in 2025, but was vetoed by Governor Youngkin ([HB 1719/SB 812](#)).
 - Statewide advocacy organizations have identified potential patrons to reintroduce this bill in the 2026 General Assembly Session.
- Increase funding for the Virginia Eviction Reduction Pilot Program (VERP). Established in 2020 to support the creation of local/regional coordinated systems to prevent evictions, this program provides local organizations with resources to help families access emergency financial assistance, case management, and court navigation.
 - Statewide advocacy organizations and legislative staffers have identified potential patrons to reintroduce this in the 2026 General Assembly Session.

Recommended items that do not appear to have patrons in other localities:

- Limit fees for rental applications and/or allow groups of tenants to submit a single application.
 - This was introduced in the 2022 General Assembly Session by Delegate Marcia Price and was left in the Committee on General Laws ([HB804](#)).
 - At the time of submission, statewide advocacy organizations were uncertain if there is a patron for this in 2026.
- Require that critical lease information be made available in languages other than English.
 - At the time of submission, no legislators' offices or statewide advocacy organizations contacted were aware of potential patrons to introduce a bill addressing this in the 2026 Session.
 - In the 2025 Session, HB 1587 was passed and signed by the Governor directing the Department of Housing and Community Development (DHCD) to translate all forms and documents that it is legally required to create and post on its website for use by residential landlords and tenants into the five non-English languages most commonly spoken in Virginia.
- Amend the Virginia Residential landlord and Tenant Act to increase transparency during the tenant screening process by requiring landlords to list minimum eligibility criteria before accepting applications and provide reasons for a tenant's application denial.
 - This bill was passed in the House and Senate in 2024, but was vetoed by Governor Youngkin ([HB996](#)).
 - At the time of submission, statewide advocacy organizations were uncertain if there is a patron for this in 2026.

- Require landlords to disclose to prospective rental applicants a complete list of additional fees involved in renting as a separate document prior to tenant application.
 - This bill was passed in the House and Senate in 2024, but was vetoed by Governor Youngkin ([HB996](#)).
 - At the time of submission, statewide advocacy organizations were uncertain if there is a patron for this in 2026.
- Establish statewide pilot program funded at \$60 million annually for two years to provide rental assistance for 5,000 very low-income families across Virginia.
 - These bills were left in the House Appropriations and Senate Finance and Appropriations in 2025 ([HB1879](#), [SB832](#)).
 - At the time of submission, statewide advocacy organizations contacted were uncertain if there is a patron for this in 2026.
- Support the expansion of Permanent Supportive Housing (PSH) for people with disabilities and others with complex needs.
 - Budget amendments for this were introduced in 2025.
 - At the time of submission, statewide advocacy organizations contacted were uncertain if any legislators plan to reintroduce this in 2026.
- Recognize homelessness as a protected class in the Virginia Human Rights Act and Virginia Fair Housing Law to prohibit discrimination based upon an individual's housing status.
 - At the time of submission, statewide advocacy organizations contacted were uncertain if there is a patron for this in 2026.
- Support the passage of a Homeless Bill of Rights codifying the right of unhoused individuals to move freely in public spaces; to receive equal treatment by state and municipal authorities to maintain employment, privacy, and personal property; and to vote.
 - This was introduced in the 2025 Session by Delegate Joshua Cole and was left in the Counties, Cities, and Towns Committee ([HB2602](#)).
 - At the time of submission, statewide advocacy organizations contacted were uncertain if any legislators plan to reintroduce this in 2026.

Recommended items that likely have patrons in other localities:

- Amend the Virginia Residential Landlord and Tenant Act to allow tenants to raise unsafe or unsanitary conditions as an affirmative defense to non-payment of rent in eviction cases.
 - This was introduced in the 2023 Session by Senator Adam Ebbin and was left in the Committee on General Laws and Technology ([SB284](#)).
 - Delegate Cousins (District 79 - Richmond) plans to introduce legislation related to this in the 2026 General Assembly session.
- Amend the Virginia Residential Landlord and Tenant Act to remove barriers to tenants enforcing the right to habitability. Under current law, a tenant must follow often lengthy procedures and be up to date on all rent payments before suing a landlord for conditions that that make their homes uninhabitable.
 - Staff from Delegate Rae Cousins' office (District 79 - Richmond) indicated that Del. Cousins plans to introduce legislation related to this in the 2026 General Assembly session.
 - Delegate Cousins introduced legislation to remove the requirement that tenants be current on their rent in order to file a tenants assertion in 2024 and 2025; this passed in the house and senate in 2025, but it was vetoed by Governor Youngkin ([HB 2229](#)).
 - Delegate Alfonso Lopez introduced legislation in 2025 to prohibit a landlord from waiving the duty to maintain a fit premises ([HB2075](#)); this is commonly referred to as "warranty of habitability" legislation. HB2075 was left in the Committee on General Laws. Statewide advocacy organizations have identified potential patrons to reintroduce this bill in the 2026 General Assembly Session.

- Reinstate Fourteen-day pay or quit notices. Under current law, after a tenant is five days late in paying rent, a landlord can issue a five day "pay or quit" notice requiring the tenant to pay full rent or face eviction proceedings. By extending the five day "pay or quit" window to fourteen days, tenants have a better chance of accessing funds and avoiding housing instability and homelessness.
 - [HB 1719/SB 812](#): This bill was passed in the House and Senate in 2025, but was vetoed by Governor Youngkin.
 - Statewide advocacy organizations have identified potential patrons to reintroduce this bill in the 2026 General Assembly Session.
- Amend the Virginia Residential Landlord and Tenant Act to allow localities to sue landlords who fail to maintain health and safety standards of rental units.
 - Legislation to allow this has been introduced multiple times and passed in the house and senate in 2025, but it was vetoed by Governor Youngkin ([HB1718](#)).
 - Delegate Callsen was a patron on this bill in 2025, and staff from her office have indicated that she may support it again in 2026, if another delegate reintroduces it. Statewide advocacy organizations have identified potential patrons to reintroduce this bill in the 2026 General Assembly Session.
- Increase protections against landlord retaliation by including nonrenewal of leases as a form of prohibited landlord retaliation against those who have filed complaints of discrimination.
 - This bill was passed in the House and Senate in 2024, but was vetoed by Governor Youngkin ([HB817](#)).
 - Statewide advocacy organizations have identified a potential patron to reintroduce this bill in the 2026 Session.
- Grant localities right of first refusal during the sale of publicly-supported affordable housing. This would ensure localities have the opportunity to purchase affordable housing before it expires.
 - Legislation to allow this has been introduced multiple times and passed in the house and senate in 2025, but it was vetoed by Governor Youngkin ([HB1973](#)).
 - Statewide advocacy organizations have identified potential patrons to reintroduce this bill in the 2026 General Assembly Session.
- Support enabling legislation to allow for local rent stabilization to prevent price gouging and resultant housing instability and displacement.
 - This bill failed in the Senate General Laws and Technology Committee in 2025 ([SB 1136](#)).
 - Statewide advocacy organizations have identified potential patrons to reintroduce this bill in the 2026 General Assembly Session.
- Increase funding for the Virginia Eviction Reduction Pilot Program (VERP). Established in 2020 to support the creation of local/regional coordinated systems to prevent evictions, this program provides local organizations with resources to help families access emergency financial assistance, case management, and court navigation.
 - Statewide advocacy organizations and legislative staffers have identified potential patrons to reintroduce this in the 2026 General Assembly Session.
- Increase annual funding for Virginia Housing Trust Fund (VHTF) from \$87.5 million to \$150 million. The VHTF provides loans to create, preserve, and support affordable housing, and provides grants targeted at reducing homelessness.
 - Budget amendments for this have been introduced multiple times.
 - Statewide advocacy organizations have identified potential patrons to reintroduce this in the 2026 General Assembly Session.
- Support comprehensive probation reform bills that offer increased housing support and services to aid in successful reentry of those exiting incarceration.
 - Criminal justice reform is often a priority for Delegate Katrina Callsen.

CITY OF CHARLOTTESVILLE

Department of Neighborhood Development Services

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TO: Charlottesville City Council
FROM: Charlottesville Planning Commission
DATE: August 29, 2025
SUBJECT: **State Legislative Items for Consideration**

Charlottesville Planning Commission Chair asked Commissioners Solla-Yates and d'Oronzio to draft a memo of potential legislative items for discussion at their August 26, 2025 work session. The Commission discussed and would like to provide the following for consideration of the City Legislative Committee:

1. We recommend directing the City Attorney to craft a recommendation to make modifications to the language of 15.2-2222.1 part B pertaining to rezonings proposed by the locality.
2. We recommend that in order to expedite development review, 15.2-2286.3 be amended to give the governing body the power to delegate the power to approve special exceptions to the Planning Commission.
3. We recommend that in order to expedite development review, 15.2-2286.4 be amended to allow the given "hardship standard" to be replaced by guidelines approved by the local governing body to set parameters for modifications of the zoning ordinance as required.
4. We recommend that in order to clarify legal authority, Virginia code section 15.2-2285 part F offer clear guidance on what "harm" is to establish legal standing for appeal. Increased property values is not harm. Residential use is not harm.
5. We recommend again asking that the state legislature "...allow all localities the option of enacting a one-cent sales tax increase to provide local revenue for the construction or renovation of public-school facilities. Currently, only a few localities have been designated as "qualifying localities" under the provisions of Va. Code
 - a. §§58.1-602, 58.1-605.1, and 58.1-606.1 to raise revenue in this manner, yet the need for this additional revenue source extends beyond those few localities that have it." <https://law.lis.virginia.gov/vacode/title58.1/chapter6/>

6. We additionally recommend that House Bill number 2012 offered January 11, 2023 by Delegate Sally Hudson amending “58.1-3221.1. Classification of land and improvements for tax purposes.” be considered again and add all other localities participating in the Thomas Jefferson Planning District Commission. This speaks to current housing and transportation plans. <https://lis.virginia.gov/cgi-bin/legp604.exe?231+ful+HB2112>
7. We recommend expanding tree requirement powers granted in “15.2-961.3. Replacement of trees during development process in localities.” to permit the requirement of twenty percent tree canopy for all uses and a greater percent in flood plains and riparian areas. <https://law.lis.virginia.gov/vacode/title15.2/chapter9/section15.2-961.3/>
8. We support statewide permitting of Accessory Dwelling Units.
9. We support expanded state resources for land holding nonprofit organizations to provide affordable housing.
10. We support an expanded timeline and resources to purchase mobile home parks. Supporting purchase documentation should be required to be shared with tenants as they become available. We likewise recommend increasing compensation for tenants at purchase and linking that rate to inflation.
11. We support the creation of a state School Streets program and funding for design and implementation similar to Canadian and European examples.
12. We recommend the creation of a committee to study deed restrictions and covenants to ensure compliance with law, equity and affordable housing goals. We recommend studying regularization of terms for consistency.
13. We recommend studying the adjustment of the state building code to treat six units and below as residential code, the same as single family and duplex and continue to treat buildings with seven units and above as commercial, similar to the Memphis, Tennessee example.
14. We recommend creation of a study committee to review issues of safe and efficient street design as they may conflict with fire apparatus access.
15. We recommend revision of § 55.1-319 to expand its applicability for primary residences and update figures and process to meet current timeframes.

Code of Virginia
Title 55.1. Property and Conveyances
Subtitle I. Property Conveyances
Chapter 3. Form and Effect of Deeds and Covenants; Liens
Article 2. Form and Effect of Deeds of Trust; Sales Thereunder; Assignments; Releases

§ 55.1-319. Priority of residential refinance mortgage over subordinate mortgage

A. As used in this section:

"Prior mortgage" means a mortgage, deed of trust, or other instrument encumbering or conveying an interest in residential real estate containing not more than ~~one~~ ^{four} dwelling unit to secure a financing.

"Refinance mortgage" means a mortgage, deed of trust, or other instrument encumbering or conveying an interest in residential real estate containing not more than ~~one~~ ^{four} dwelling unit to secure a refinancing.

"Refinancing" means the replacement of a loan secured by a prior mortgage with a new loan secured by a refinance mortgage and the payment in full of the debt owed under the original loan secured by the prior mortgage.

"Subordinate mortgage" means a mortgage or deed of trust securing an original principal amount not exceeding ~~\$150,000~~ ^{\$300,000.00}, encumbering or conveying an interest in residential real estate containing not more than ~~one~~ ^{four} dwelling unit that is subordinate in priority (i) under subdivision A 1 of § 55.1-407 or (ii) as a result of a previous refinancing.

B. Upon the refinancing of a prior mortgage, a subordinate mortgage shall retain the same subordinate position with respect to a refinance mortgage as the subordinate mortgage had with the prior mortgage, provided that:

1. Such refinance mortgage states on the first page thereof in bold or ^{capitalized} letters: "THIS IS A REFINANCE OF A (DEED OF TRUST, MORTGAGE OR OTHER SECURITY INTEREST) RECORDED IN THE CLERK'S OFFICE, CIRCUIT COURT OF (NAME OF COUNTY OR CITY), VIRGINIA, IN DEED BOOK _____, PAGE _____, IN THE ORIGINAL PRINCIPAL AMOUNT OF _____, AND WITH THE OUTSTANDING PRINCIPAL BALANCE WHICH IS _____ WHICH HAD AN INTEREST RATE OF ___% PER ANNUM.";
2. The principal amount secured by such refinance mortgage does ^{not} exceed the outstanding principal balance secured by the prior mortgage plus ~~\$5,000~~ ^{\$10,000}; and
3. The interest rate of the refinance ^{mortgage} at the time it is recorded does not exceed the interest rate of the prior mortgage. The interest rate of the prior mortgage shall be stated on the first page of the refinance mortgage.

C. The priorities among two or more subordinate mortgages shall be governed by subdivision A 1 of § 55.1-407.

D. The provisions of subsection B shall not apply to a subordinate mortgage securing a promissory note payable to any locality or any agency, authority, or political subdivision of the

Summary of Comments on COV55.1-319 PBd initial mark up.pdf

Page: 1

Number: 1 Author: Phil Subject: Sticky Note Date: 8/28/2025 1:59:03 PM

Section A - update all language to refer to no more than 4 units. Single unit restriction isn't in line with current housing trends, to include accessory units and 2,3, and 4 plexes, and many affordable housing efforts are leveraging these property types.

Number: 2 Author: Phil Subject: Sticky Note Date: 8/28/2025 1:57:54 PM

"Subordinate mortgage - 150k to 300k. 150k in 2011 is ~220k today, and housing costs have out paced inflation. 150k is nothing on a HELOC in many markets in the commonwealth.

Number: 3 Author: Phil Subject: Sticky Note Date: 8/28/2025 2:00:00 PM

B 1 -does the language here need to be cleaned up/clarified/updated to reflect the 2021 amendment in 318.1 and B3 herein? Should we add another option in the parenthetical? "(Deed of Trust, Mortgage, Other Security Interest, or Loan Document)?"

Number: 4 Author: Phil Subject: Sticky Note Date: 8/28/2025 1:57:37 PM

B2 - As base loan amounts increase, so do closing costs. 10k doesn't do the job in many cases, but still has borrowers bringing money to the table. But 2-3k to the table and 6-7k to the table is the difference between "go" and "no go" for many, many borrowers.

Number: 5 Author: Phil Subject: Sticky Note Date: 8/28/2025 1:59:30 PM

B3 - We need a provision for dealing with adjustable rate mortgages... Complicated, and in the weeds but extend the first sentence with something like "... prior mortgage, or in the case of a mortgage with an adjustable rate feature, the rate of the refinance mortgage is no greater than 100bps (1 percentage point) higher than the projected rate at the next adjustment, such projection to be based upon the underlying index governing the prior mortgage." In other words, if a borrower has an ARM, they know the ARM adjustment is going to result in an increase in rate, they can flip to another loan that may be of a higher rate, but will be stabilized and not jackpot them

Commonwealth if such subordinate mortgage is financed pursuant to an affordable dwelling unit ordinance adopted pursuant to § [15.2-2304](#) or [15.2-2305](#), or pursuant to any program authorized by federal or state law or local ordinance or resolution, for (i) low-income and moderate-income persons or households or (ii) improvements to residential potable water supplies and sanitary sewage disposal systems made to address an existing or potential public health hazard, and which mortgage, if recorded on or after July 1, 2003, states on the first page thereof in bold or capitalized letters: "THIS (DEED OF TRUST, MORTGAGE OR OTHER SECURITY INTEREST) SHALL NOT, WITHOUT THE CONSENT OF THE SECURED PARTY HEREUNDER, BE SUBORDINATED UPON THE REFINANCING OF ANY PRIOR MORTGAGE."

2000, c. [971](#), § 55-58.3; 2002, c. [172](#); 2003, c. [381](#); 2011, c. [77](#); 2014, c. [338](#); 2019, c. [712](#); 2021, Sp. Sess. I, c. [13](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

This page contains no comments