



## City Council Meeting Agenda

April 20, 2026

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

Juandiego R. Wade, Mayor  
Natalie Oschrin, Vice Mayor  
Jen Fleisher  
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. Report: Presentation of Key Findings from ADU Manual In-Lieu Fee and Student Housing Study

### 5:30 PM Closed Meeting (if called)

### 6:30 PM Business Session

#### IV. Moment of Silence

#### V. Announcements

#### VI. Recognitions/Proclamations

- Proclamation: Charlottesville Filipino Spring Festival Day - May 2, 2026

#### 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.

2. Minutes: April 2 budget work session; April 9 Special meeting
3. Resolution: Resolution to Appropriate \$100,000 for Utility Line Remediation Facilitation (2nd reading)
4. Ordinance: Public Art Program Proposal (2nd reading)
  - a. Ordinance: Ordinance to establish the Charlottesville Public Art Program (2nd reading)
  - b. Resolution: Resolution to fund the Charlottesville Public Art Program - \$50,000 (2nd reading)
5. By Motion: Resolution to appropriate funds from Charlottesville City School Reimbursement (1 of 2 readings)
6. By Motion: Resolution to approve a Funding Agreement for the "LEAP 2025-26 Solar Readiness Program", a Minor Amendment to the City's Annual Action Plan, in

the amount of \$18,576.72 in Community Development Block Grant ("CDBG") Funds" (previously approved by Council)

7. Resolution: Resolution Authorizing a Temporary Installation of Art on the Downtown Mall by Service Dogs of Virginia
8. By Motion: Resolution to Appropriate \$115,443 in Woodland Drive Performance Bond Funds (1 of 2 readings)
9. Resolution: Resolution to Appropriate \$18,564 received from Library of Virginia Circuit Court Records Preservation Grants Review Board (1 of 2 readings)
10. Resolution: FY26 Charlottesville Affordable Housing Fund Grant Funding Award
11. Resolution: Resolution to approve the City's participation in the proposed settlement of opioid-related claims against Six Remnant defendants and directing the City Attorney to execute the documents necessary to participate in the settlement .

#### **IX. City Manager Report**

- Report: City Manager Report
  - a. Report: 3rd Quarter Work Plan Update

#### **X. Action Items**

12. Public Hearing/Res.: Public hearing and resolution to authorize execution of Right-of-Way Agreement and Utility Easement at Darden Towe Park
13. Resolution: Resolution to approve Business License Tax Refund of \$94,169.79, plus applicable interest
14. Resolution: Resolution to authorize the reallocation of \$1,854,818 previously appropriated CIP funding to alternative infrastructure projects with budget gaps (1 of 2 readings)
15. Resolution: Resolution appropriating \$4,555,000 from the CIP Contingency Fund for critical unfunded and one-time operational priorities (1 of 2 readings)
16. Resolution: Resolution to approve CRHA's Request to Establish a New IRS § 501(c)(3) Nonprofit Entity
17. Resolution: Resolution to approve CRHA's Request to Issue up to \$4,300,000 in Tax-Exempt Revenue Bonds for Kindlewood Phase 3
18. Resolution: Ordinance allowing modification of the terms of the 501 Cherry loan agreement

#### **XI. General Business**

19. Presentation: Presentation of the Annual State of the Forest Report
20. Written Report: Rivanna Authorities Quarterly Report

#### **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](http://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](mailto: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



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<b>Regarding:</b>	<b>Presentation of Key Findings from ADU Manual In-Lieu Fee and Student Housing Study</b>
<b>Staff Contact(s):</b>	Kellie Brown, Director of NDS
<b>Presenter:</b>	<b>Kellie Brown, Director of NDS</b>
<b>Date of Proposed Action:</b>	April 20, 2026

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### Issue

On December 18, 2023, City Council adopted a new Development Code designed to facilitate a more form-based zoning ordinance, allowing for increased density throughout the City in alignment with the 2021 Comprehensive Plan. Development applications that take advantage of the new Development Code have raised concerns about displacement and gentrification. The purpose of this study has been to review the Affordable Dwelling Unit Monitoring and Procedures Manual (“ADU Manual”), which must be updated on an annual basis, to determine if updates to affordable housing expectations for student housing and bonus height could address these concerns, improve support for the affordable housing goals of the Comprehensive Plan, and shed light on other strategies that should be considered. The manual has not yet been reviewed nor updated since it was adopted in 2024.

Staff presented an overview of the scope of work for this effort to City Council in January 2026 and is now sharing key findings and potential options for ADU Manual updates.

### Background / Rule

The focus of this update process has been to evaluate and potentially refine expectations for in-lieu fee payments if affordable units are not provided on site as part of a development project, for both student housing projects, non-student housing projects, and projects requesting bonus height. The evaluation has also looked at the criteria (building features and geography) for which student housing project affordable housing expectations apply.

The specific tools to realize affordable housing units are found in the Charlottesville Development Code, and are as follows:

1. Affordable Dwelling Unit Requirement: Requiring residential developments, within certain Zoning districts, that exercise the option to build 10 or more residential units to set-aside new Affordable Dwelling Units built to be priced affordably for households at designated Area Median Income (AMI) levels, or to contribute a calculated in-lieu fee to the City’s Affordable Housing fund; and
2. Affordable Dwelling Unit Bonus: Offering incentives to residential developments that includes affordable housing to set-aside new Affordable Dwelling Units built to be priced affordably for households at designated AMI levels, or to contribute a calculated in-lieu fee to the City’s Affordable Housing fund, as supported by a density bonus.

Details of these provisions are included in Section 4.2.2 of the Charlottesville Development Code and is linked [here](#).

The ADU Manual sets forth the guidance, operational procedures, and implementation protocol governing the administration of these provisions. In the event of any inconsistency between this Manual and the Charlottesville Development Code, the Development Code prevails. The option to pay in-lieu fees, as referenced in Section 4.2.2 of the Charlottesville Development Code, provides applicants with an alternative to on-site construction of affordable dwelling units. An in-lieu fee is a

payment equal to the construction costs of complying with the ADU ordinance. Applicants may satisfy the ADU ordinance requirements by paying an in-lieu fee to the Charlottesville Affordable Housing Fund (CAHF).

Projects that rent by the bedroom within ½ mile of Campus Grounds (i.e. "Student Housing") are not required to provide on-site units, although bonus height may be realized. An in-lieu fee payment is required, equal to the difference between the value of a market rate unit and that of an affordable unit (i.e. value gap), based on bedroom count up to 3 bedrooms.

### **Analysis**

The scope of work for the study focuses on analysis of existing affordable housing and in-lieu fee expectations, comparisons with other jurisdictions, feasibility of potential changes, and stakeholder and community engagement.

The study resulted in several key findings and potential options for ADU Manual updates:

- Existing fee matches local construction costs, but the fee is high and the method is not a best practice (though it is used elsewhere in Virginia)
- Existing student housing fee ("value gap") may actually be production cost, which is low
- Using an "Affordability Gap" method for student housing, non-student housing, and bonus height is a best practice alternative with more flexibility, better policy alignment, and limited impacts on project feasibility

With this approach, geographic criteria for student housing would no longer be needed, given equivalency with expectations for non-student housing. This approach would simplify the City's affordable housing policies and potentially support a market-driven concentration of student housing closest to Grounds, rather than further from campus.

Future study should explore the use of in-lieu fees to mitigate displacement or benefit vulnerable neighborhoods. The City should also continue to monitor impacts of policy adjustments, delivery of student housing projects under construction, and demographic shifts on market conditions for new student housing projects.

### **Financial Impact**

There is no financial impact at this time. Future recommendations for adjustments to in-lieu fee expectations could impact City revenues.

### **Recommendation**

Staff recommends that Council provide direction to staff on the study key findings and potential options for ADU Manual updates.

### **Recommended Motion (if Applicable)**

n/a

### **Attachments**

1. Charlottesville In Lieu Fee\_CityCouncil\_20260420



# ADU Manual In-Lieu Fee & Student Housing Study

City Council Presentation

# Agenda

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- **Study Background, Purpose & Scope**
- **Public Engagement, Goals, and Guiding Principles**
- **Study Findings**
  - Findings from Other Jurisdictions
  - Findings from Initial Fee Evaluation
- **Feasibility Impacts**
- **Policy Recommendations**

# Study Purpose, Background, and Scope



# Study Purpose

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- Annual review and update of the Affordable Dwelling Unit Monitoring and Procedures Manual (ADU Manual)
- Evaluate current merits of
  - In-lieu fee payments
  - Bonus height projects
  - Student housing
  - Geographic criteria



# Affordable Housing and Student Housing Requirements

## Residential Development:

- Projects  $\geq 10$  units provide 10% at  $\leq 60\%$  AMI or pay in-lieu fee
- Bonus height for units at  $\leq 50\%$  AMI or same fee
  - In-lieu fee = average total cost per unit of developing a residential unit in the Charlottesville market
  - Bedroom count up to 3 bedrooms

## Student Housing

- Projects that rent by the bedroom within  $\frac{1}{2}$  mile of Campus Grounds
- No on-site affordable units are allowed, in-lieu fee is required
  - In-lieu fee = difference between the value of a market rate unit and that of an affordable unit (i.e. value gap)
  - Bedroom count up to 3 bedrooms

## Current Fee Structure – Non-Student Housing

Number of Bedrooms	Cost per Rental Unit	Cost per Ownership Condominium Unit
Studio	\$184,152	\$324,510
1	\$250,797	\$362,120
2	\$368,303	\$413,709
3	\$547,339	\$483,138

## Current Fee Structure - Student Housing

Number of Bedrooms	Cost per Rental Unit	Cost per Ownership Condominium Unit
Studio	\$41,380	\$269,727
1	\$107,472	\$342,937
2	\$186,038	\$284,653
3	\$261,209	\$407,741



# Rationale for Different Student Housing Requirements

- Student housing projects do not typically include non-student housing
  - Unique requirements for student housing projects (rental by bedroom, parental preferences for student living conditions and amenities)
- Value gap method resulted in a lower in-lieu fee requirement
- Lower fee requirement deemed appropriate given the lack of an on-site affordable unit requirement

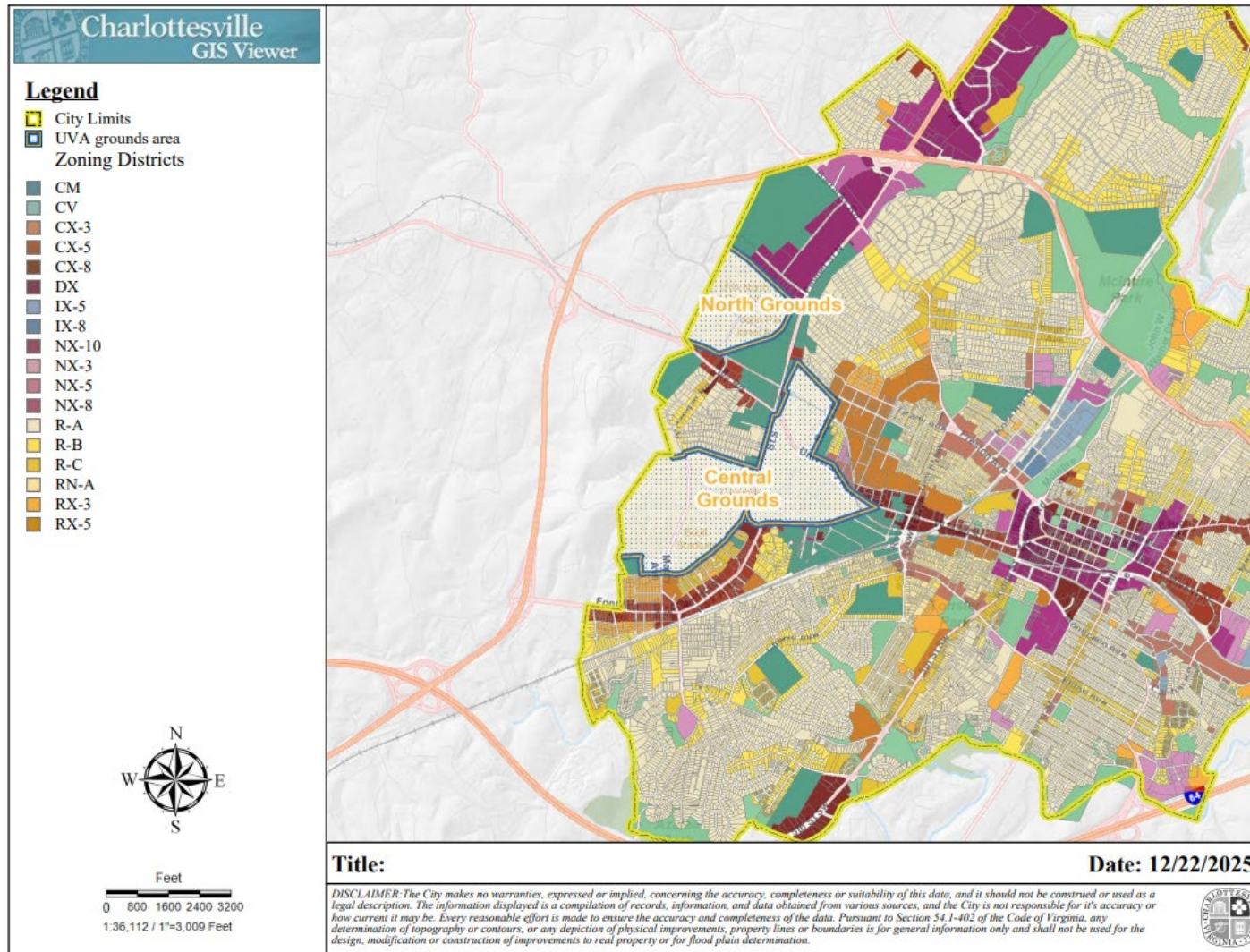
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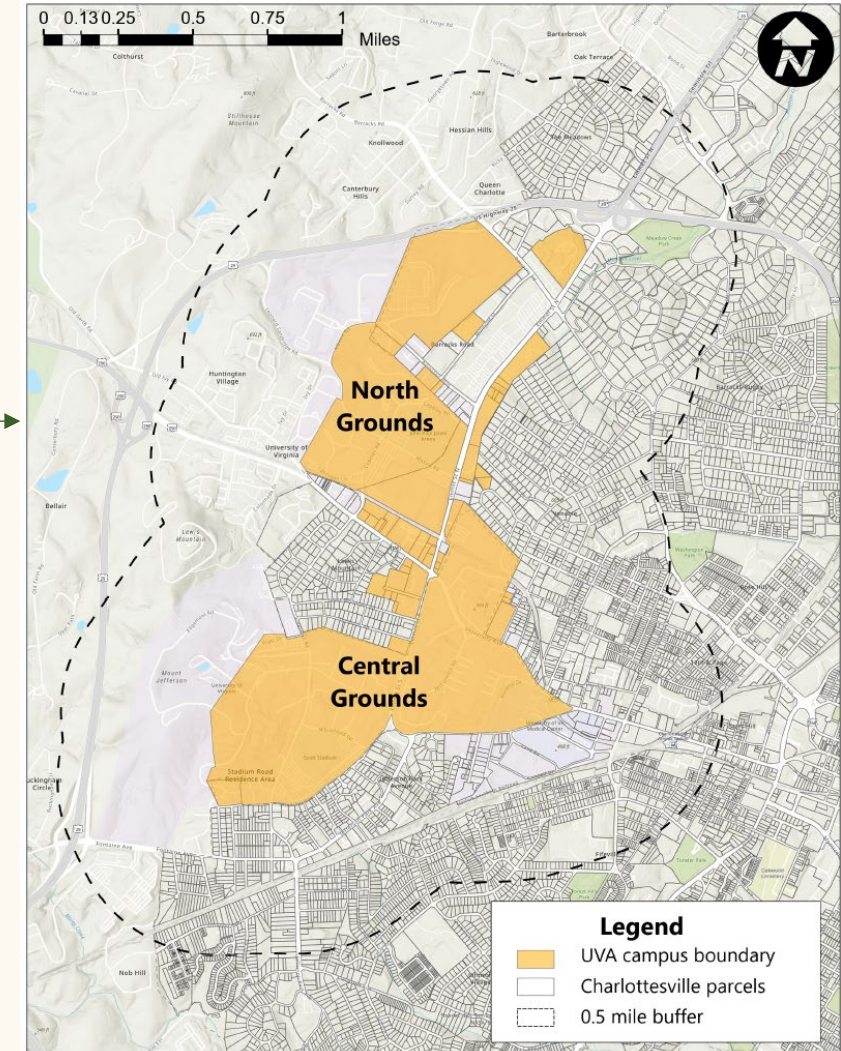
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# Locations Where Affordable Housing Expectations for Student Housing Apply



UVA Grounds



Area within 1/2 Mile of Grounds



# Student Housing History

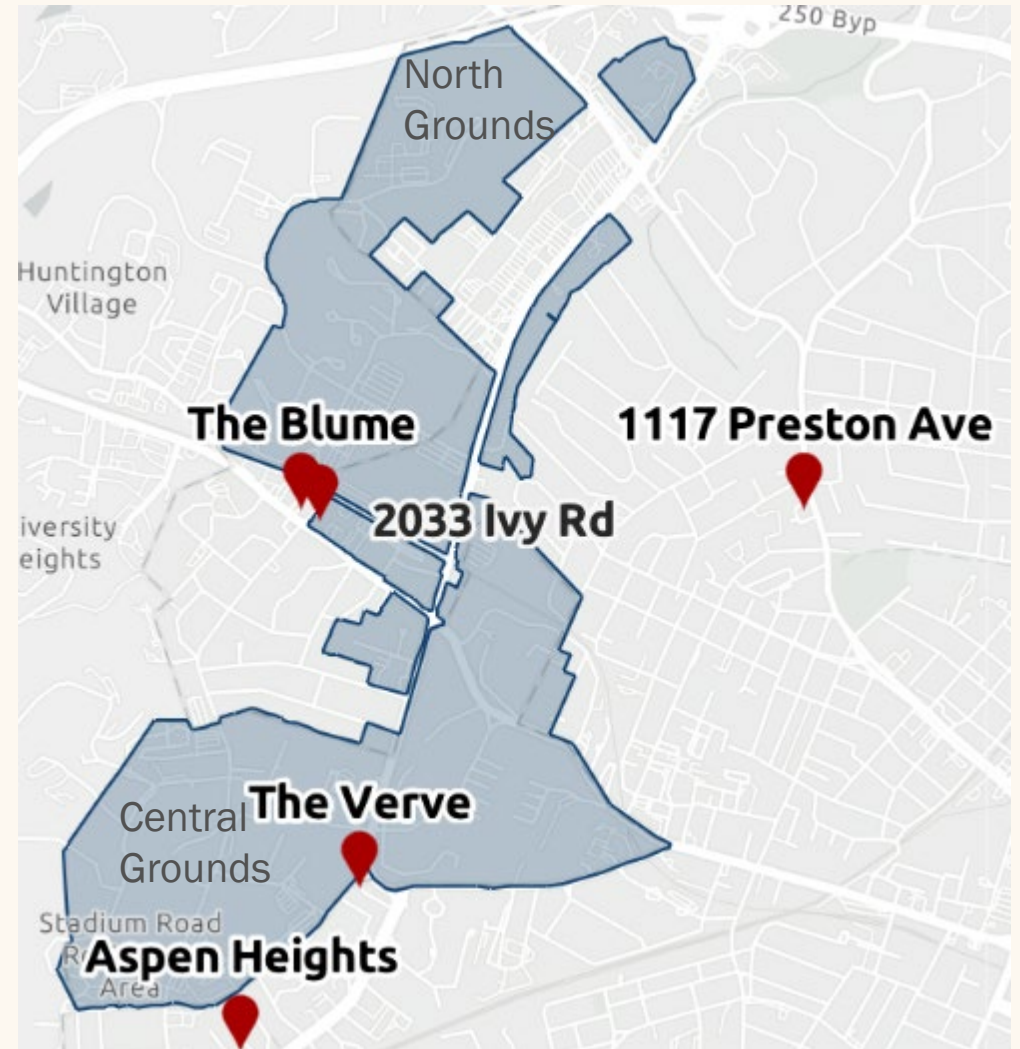
- UVA enrollment growth has steadily increased demand for student housing.
- Historically, students lived:
  - On Grounds (limited capacity)
  - In older apartment complexes near UVA
  - In converted single-family homes in neighborhoods within walking distance to the university
- As enrollment grew, private developers increasingly stepped in to build purpose-built student housing, concentrated closer to Grounds
  - 4-bedroom units, rental by bedroom

Neighborhood	Key Student Housing Features
The Corner / University Area	Oldest off-Grounds student district; dense housing near UVA
Venable	Early 20th-century homes converted to rentals; adjacent to Grounds
JPA Corridor	Mix of apartments + subdivided homes; close to hospital & Grounds
West Main	Longstanding transition zone; now major student-housing corridor
Fifeville (edges)	Increasing student-housing pressure near West Main
10 <sup>th</sup> and Page	Early 20 <sup>th</sup> -century homes converted to rentals; increasing student housing pressure

# Student Housing Supply and Demand

Total Undergraduate and Graduate Enrollment On Grounds ~ 27,000\*

- ~ 7,000 beds on Grounds (4,000 for First-Years)
- UVA has targeted for all 2<sup>nd</sup> Year Students to live on Grounds by 2030
- 5 projects currently under construction off Grounds, totaling 3,515 beds
  - Verve (442 Units / 1,332 beds)
  - Aspen Heights (119 Units / 390 beds)
  - 1117 Preston Avenue (16 Units / 32 beds)
  - Ivy (Blume) (231 Units / 641 beds)
  - 2033 Ivy Rd (780 beds)
  - Darden Graduate Housing (County) (340 beds)



\*Darden Graduate Housing not pictured

# Student Housing – National Perspective

- National report note a continued trend toward:
  - Private bedrooms and bathrooms
  - High-end amenities (fitness centers, study lounges, pools)
  - Mixed-use developments near campus
  - Preference for **private space and modern amenities**

\* [Inland-Insights-Robust-Student-Housing.pdf](#)



The Verve, Charlottesville, VA (UVA)



Ivy (Blume), Charlottesville, VA (UVA)

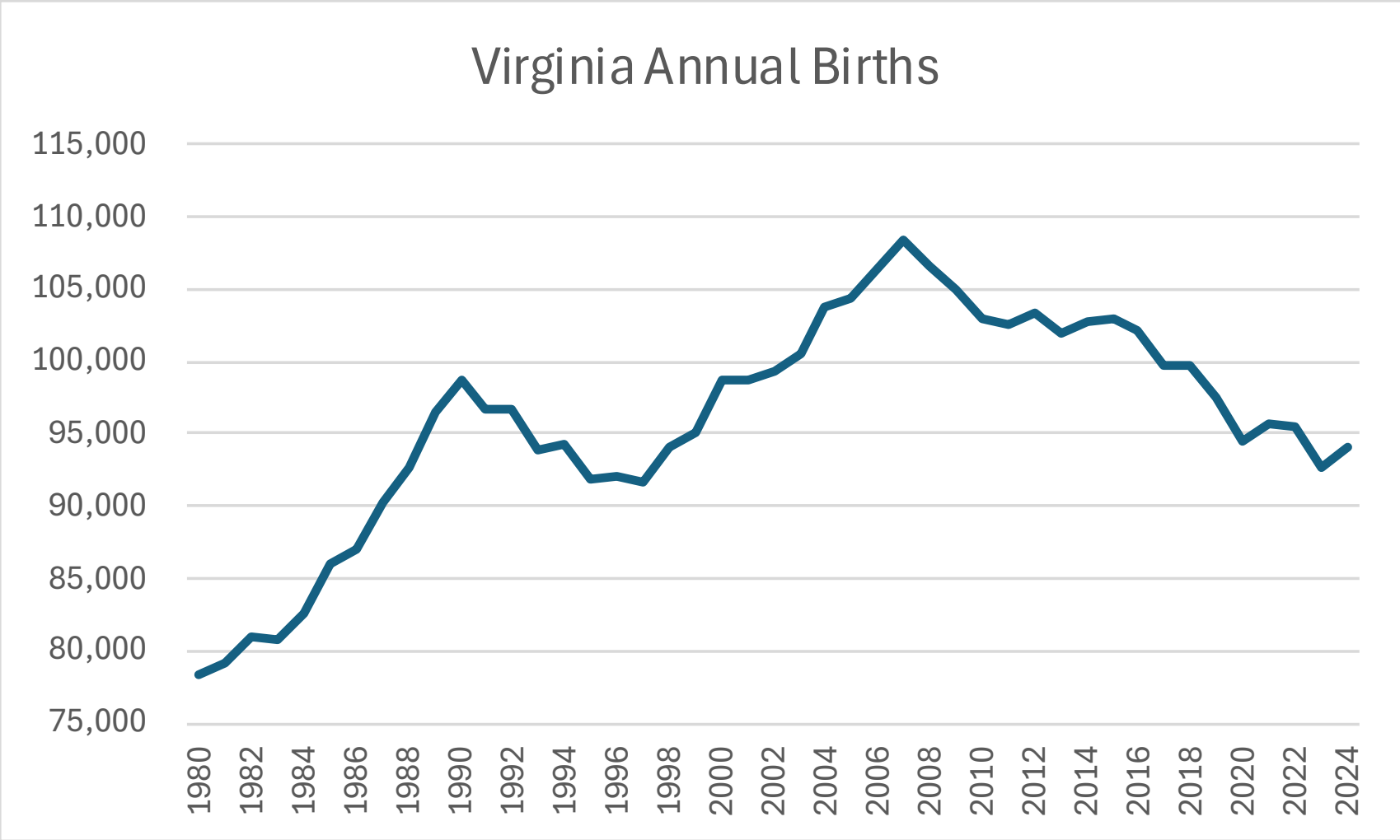


Jolly Roger, Greensboro (ECU)

# Virginia Demographic Trends



Number of births has been declining since 2008



# Initial Observations and Concerns

## Residential Development (Non-Student Housing)

- Significant gap between non-student and student fees
- Current fee structure may not be best practice
- In-lieu fee payment does not change for bonus height

### Current Fee Structure – Non-Student Housing

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# Initial Observations and Concerns

## Student Housing

- Lack of on-site unit requirement limits new ADUs near campus
- Student housing's lower per-bedroom fee further incentivizes student housing
- No consideration for conversions to non-student housing, or 4+ bed units
- Large geography leads to displacement concerns

### Current Fee Structure – Non-Student Housing

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# Timeline

## December 2025 – January 2026: Consultant Evaluation of Key Study Questions

- Do the current in-lieu fee payment structures accurately reflect construction costs and the value gap?
- What are the approaches of other Virginia jurisdictions?
- What approach to requirements for in-lieu fee payments best incentivize production of on-site units without limiting development feasibility?

## January – February 2026: Stakeholder Engagement

## March – May 2026: Develop Proposals and Commission and Council Review

# Timeline

December 2025 – January 2026: Consultant Evaluation of Key Study Questions

January – February 2026: Stakeholder Engagement

- What are the most important things for the policy to achieve?
- What impacts do we want to avoid?

March – May 2026: Develop Proposals and Commission and Council Review

# Timeline

December 2025 – January 2026: Consultant Evaluation of Key Study Questions

January – February 2026: Stakeholder Engagement

March – May 2026: Develop Proposals and Commission and Council Review

- Guiding Principles
- Feasibility Analysis
- Policy Recommendations\*
- Manual and Development Code Amendments

\*Development of recommendations will be coordinated with presentation of key findings and recommendations from tax abatement study

# Public Engagement, Goals, and Guiding Principles



# Goals and Guiding Principles

Asked staff and stakeholders two key questions:

- **What are the most important things for the policy to achieve?**
- **What impacts do we want to avoid?**

Questions posed as ‘would you rather’, to highlight trade-offs in fee policy

## WHAT MATTERS MOST?

Fewer projects, but mixed income  
vs.  
More projects, but units built elsewhere

Mixed income in buildings  
vs.  
Mixed income on site

Private provision of ADUs  
vs.  
Nonprofit/public provision of ADUs

More financial control of ADU decisions  
vs.  
Less operational burden of ADU decisions



# Engagement Strategy & Reach

*The engagement process for the Housing and Student Housing Study utilized a "digital-first, community-supported" model to capture broad feedback and targeted stakeholder expertise.*

## **Connect Charlottesville Participation Metrics**

- 270 Unique Visitors and 475 Total project page
- Over 800 Page Views, indicating repeat engagement.
- 45 Contributions submitted across various forum topics and surveys.

## **Engagement Mediums**

- Digital: Connect Charlottesville portal, interactive website features, and targeted email campaigns.
- Consultative: Meetings with the Housing Advisory Committee, stakeholder group representatives, and the Neighborhood Leaders list-serve.
- In-Person/Offline: Promotions via Boards and Commissions, newsletters, and direct neighborhood outreach.



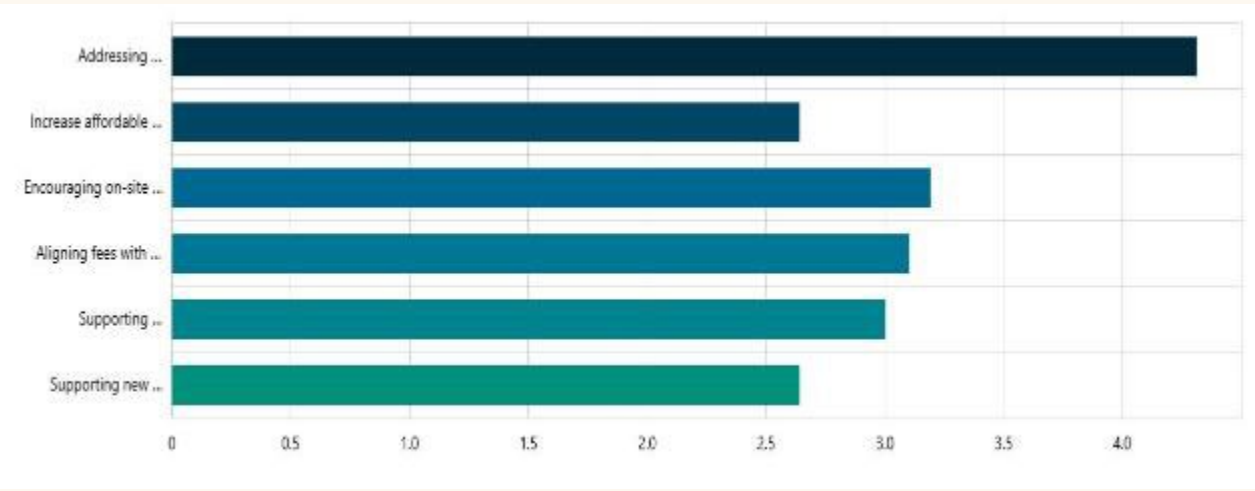
# Key Discussion Themes & Sentiments

## Core Themes:

1. **Neighborhood Preservation & Character** - A High concern regarding the "ruining of the character of Charlottesville" due to luxury high-rises, particularly in areas bordering the University.
2. **In-Lieu Fee Loopholes** - Significant apprehension that current in-lieu fee policies allow developers to bypass the actual construction of affordable units, potentially failing to meet the city's housing needs.
3. **Environmental & Quality of Life Impacts** - Concerns that increased building heights lead to reduced green space, loss of natural sunlight, and increased greenhouse gas impacts.
4. A recurring theme of private **Student Housing "Encroachment"** on year-round residential areas, creating a detrimental impact on neighborhood stability.
5. Specific anxiety that market-driven density mandates will accelerate **Displacement Risks** of long-term residents, particularly in historically marginalized areas.

# Community Priorities & Sentiment

- 1. **Addressing displacement pressures in vulnerable neighborhoods** – greatest percentage of participants ranking it as their top concern
- 2. **Encouraging on-site affordable housing units** - preference for "in-kind" units within new developments
- 3. **Aligning fees with current financial costs to produce and maintain affordable units** - ensuring policy revenue matches the actual cost of creating housing.
- 4. **Supporting development feasibility for housing production** - balancing policy requirements with the practical ability to build new units.
- 5. **Supporting new student housing within walking distance to UVA Grounds** – seeking to concentrate students to protect residential areas.
- 6. **Increasing affordable housing options for students** - expanding specific housing supply for the student population.



# Guiding Principles

## We want to have:

- ✓ Predictability
- ✓ ADUs on site in new development
- ✓ Development at a wide-range of price points
- ✓ A policy that promotes both public and private provision of ADUs
- ✓ New build and preservation of existing ADUs are both important

## We want to avoid:

- ✗ Concentrating ADUs in low-cost areas
- ✗ Making worse the displacement pressures in vulnerable neighborhoods

# Study Findings



# Study Findings | Best Practices Fee Methods

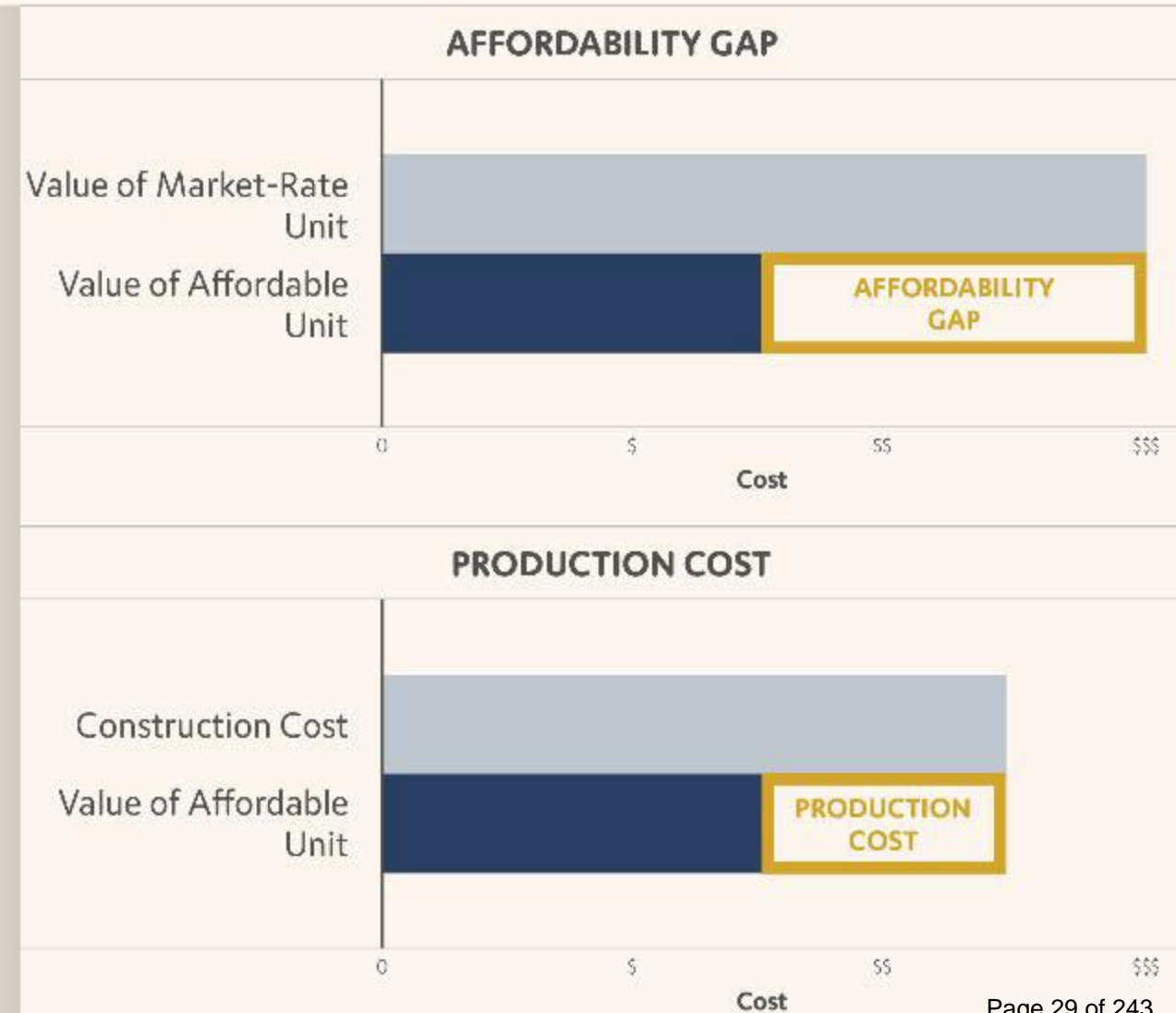
**Affordability Gap** –the financial gap between the value of a market-rate unit and that of an ADU. Measures impact on developer

**Production Cost** –the financial gap between construction cost and the value of an ADU. Measures impact on non-profit developer

- The amount needed to break even

**Fees can be fixed or indexed, and can be per unit or per SF**

References: [Urban Institute 2020](#), [Grounded Solutions Network](#)



# Study Findings | Best Practices Fee Methods

Note that construction cost (the current method) is **not listed** among common best practice

# Study Findings | Best Practices Fee Methods

PROS	CONS
<b>CONSTRUCTION COST</b>	
<ul style="list-style-type: none"> <li>• High fee promotes on-site units</li> <li>• Ensures sufficient funding to build units off site</li> </ul>	<ul style="list-style-type: none"> <li>• Lack of developable land limits off-site units</li> <li>• Fee is higher than loss of revenue from ADUs</li> <li>• Does not account for affordability levels</li> </ul>
<b>PRODUCTION COST</b>	
<ul style="list-style-type: none"> <li>• In line with subsidy for nonprofit developer to build off site units</li> <li>• Doesn't depend on keeping up to date with fluctuating market rents/prices</li> </ul>	<ul style="list-style-type: none"> <li>• Lack of developable land limits off-site units</li> <li>• Fee is much lower than loss of revenue from ADUs – developers likely to choose fee</li> </ul>
<b>AFFORDABILITY GAP</b>	
<ul style="list-style-type: none"> <li>• <b>Good match for market-rate developer cost</b></li> <li>• <b>Could fully subsidize off-site units</b></li> <li>• <b>Allows for fees at multiple affordability levels</b></li> <li>• <b>May align well with tax abatement strategy</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Lack of developable land limits off-site units</b></li> <li>• <b>Less likely to promote on-site units than current fee</b></li> </ul>

# Findings from Other Jurisdictions



# Takeaways from Other Virginia Jurisdictions

- Most places with requirements have an in-lieu fee
- Fee in lieu structures are different for every community
- Few communities have ADU requirements similar to Charlottesville



# Minneapolis Case Study

- Uses a definition of rooms rented by the bedroom and location to define student housing, within a university overlay district.
- Student housing projects can pay an in-lieu fee or provide onsite units for students.
- Projects with affordable units:



[Identity Dinkytown](#)



[Doyle Apartments](#)



[Fieldhouse Dinkytown](#)

# Findings & Takeaways of Initial Study

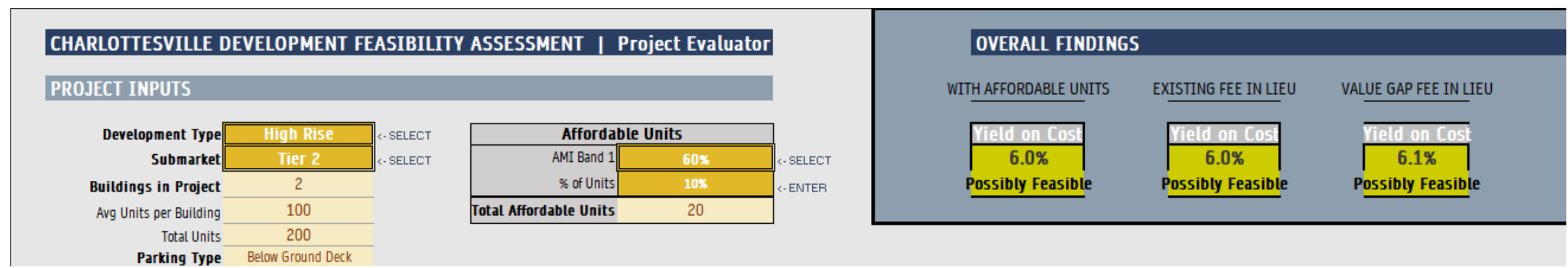
- Existing fee matches local construction costs, but fee is high and method is not a best practice (though it is used elsewhere in Virginia)
- Existing student housing fee (“value gap”) may actually be production cost, which is low
- **Affordability gap** is a best practice alternative with more flexibility and better policy alignment

# Feasibility Analysis



# Feasibility Analysis

- Used the feasibility tool developed for the tax abatement study to test the in-lieu fee's impact on development feasibility
- Compares feasibility of a project in three scenarios: on-site units, existing fee in lieu, proposed fee in lieu (Affordability Gap fee)
- In theory, feasibility of on-site and fee in-lieu should be similar



# Existing Fee vs. Affordability Gap Fee

- Tested the existing fee compared to a fee based on the Affordability Gap method
- Included a fee for 4-bedroom units

Current Fee Structure

Number of Bedrooms	Cost per Rental Unit	Cost per Ownership Condominium Unit
Studio	\$184,152	\$324,510
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3	\$547,339	\$483,138

Proposed Fee Structure

Number of Bedrooms	Cost per Rental Unit	Cost per Ownership Condominium Unit
Studio	\$136,000	\$97,000
1	\$176,000	\$154,000
2	\$317,000	\$228,000
3	\$411,000	\$393,000
4 or more	\$495,000	\$439,000

# Feasibility Analysis - Rentals

- Most housing types fall below desired 6% yield for rentals
- Fees do not (and should not) change yield much compared to units
- Little difference between existing and proposed fee for rentals
- Proposed fee (Affordability Gap) is a better match to units for most housing types

ESTIMATED TYPICAL YIELD ON COST BY HOUSING TYPE BY AFFORDABLE UNIT PROVISION		
Housing Type	Yield On Cost for projects On-Site Units	Yield on Cost for Projects Existing Fee
Garden Apt	4.1%	3.9%
Low Rise	4.2%	4.1%
Mid Rise	<b>4.5%</b>	<b>4.5%</b>
High Rise	<b>5.8%</b>	<b>5.8%</b>
Townhouse	4.2%	4.1%
Student Housing	6.6%	6.8%

ESTIMATED TYPICAL YIELD ON COST BY HOUSING TYPE BY AFFORDABLE UNIT PROVISION		
Housing Type	Yield On Cost for projects On-Site Units	Yield on Cost for Projects Affordability Gap
Garden Apt	<b>4.1%</b>	<b>4.0%</b>
Low Rise	<b>4.2%</b>	<b>4.2%</b>
Mid Rise	4.5%	4.6%
High Rise	5.8%	5.9%
Townhouse	<b>4.2%</b>	<b>4.2%</b>
Student Housing	<b>6.6%</b>	<b>6.6%</b>

# Feasibility Analysis - Condos

- Very little recent local data available on condos – limited confidence in results
- Model indicates that condo feasibility is far below target 20% gross margin
- Affordability gap shows much better alignment for condos compared to existing fee
- Lower fee helps but does not make projects feasible

ESTIMATED TYPICAL GROSS MARGIN BY HOUSING TYPE BY AFFORDABLE UNIT PROVISION		
Housing Type	Gross Margin for projects On-Site Units	Gross Margin for Projects Existing Fee
Garden Apt	8.1%	3.4%
Low Rise	4.9%	0.6%
Mid Rise	-1.3%	-4.7%
High Rise	11.8%	5.7%
Townhouse	-4.4%	-6.1%

ESTIMATED TYPICAL GROSS MARGIN BY HOUSING TYPE BY AFFORDABLE UNIT PROVISION		
Housing Type	Gross Margin for projects On-Site Units	Gross Margin for Projects Existing Fee
Garden Apt	<b>8.1%</b>	<b>7.7%</b>
Low Rise	<b>4.9%</b>	<b>4.6%</b>
Mid Rise	<b>-1.3%</b>	<b>-1.2%</b>
High Rise	<b>11.8%</b>	<b>11.2%</b>
Townhouse	<b>-4.4%</b>	<b>-4.2%</b>

# Feasibility Analysis | General Findings

- Changing to Affordability Gap fee narrows the financial gap between on-site provision and fee payments in most cases
- Changing the fee as recommended will not make a difference in project feasibility, especially for rentals
- Because the fee is an average,
  - Fee has higher feasibility than units in more expensive places
  - Units have higher feasibility than paying fee in less expensive places
  - This is true for both existing and proposed
- Bringing student housing fee in line with other housing types removes the incentive, but student housing remains the most feasible housing type to construct

# Policy Recommendations



# Change Fee Method to Affordability Gap

## Why?

- Brings fee in line with best practices and true cost
- Addresses possibility that current fee is curtailing new development

## Potential impacts

- Increased supply of housing
- Increased fee payment

### Current Fee Structure

Number of Bedrooms	Cost per Rental Unit	Cost per Ownership Condominium Unit
Studio	\$184,152	\$324,510
1	\$250,797	\$362,120
2	\$368,303	\$413,709
3	\$547,339	\$483,138

### Proposed Fee Structure

Number of Bedrooms	Cost per Rental Unit	Cost per Ownership Condominium Unit
Studio	\$136,000	\$97,000
1	\$176,000	\$154,000
2	\$317,000	\$228,000
3	\$411,000	\$393,000

# Align Student Housing with Other Housing

## Why?

- “Student housing” is housing, so can be contributing in line with other housing types
- Further simplifies affordable housing policies
- Future change of use no longer a concern

## Potential Impacts

- Increase in student housing fee
- Increased revenue to support community needs

## Current Fee Structure

Number of Bedrooms	Cost per Rental Unit	Cost per Ownership Condominium Unit
Studio	\$41,380	\$269,727
1	\$107,472	\$342,937
2	\$186,038	\$284,653
3	\$261,209	\$407,741

## Proposed Fee Structure

Number of Bedrooms	Cost per Rental Unit	Cost per Ownership Condominium Unit
Studio	\$136,000	\$97,000
1	\$176,000	\$154,000
2	\$317,000	\$228,000
3	\$411,000	\$393,000

# Eliminate Geographic Criteria for Student Housing

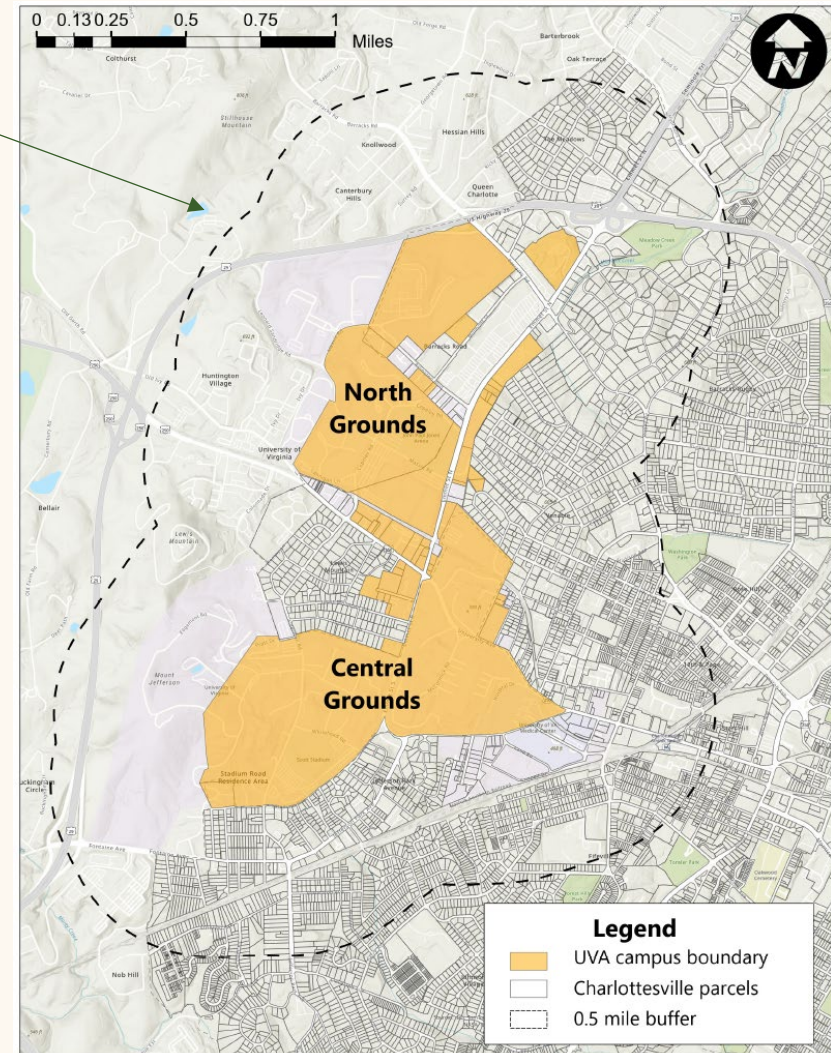
## Why?

- Equivalency with non-student housing expectations

## Potential Impacts

- Simplify affordable housing policies
- Market-driven concentration of student housing closest to Grounds

Remove



# Add In-Lieu Fees for 4+ Bedrooms

## Why?

- Current fee structure ends at 3 bedrooms
- Many units in student housing have 4 or more bedrooms

## Potential Impacts

- Increase revenue from 4+ bed units, or decrease the viability of this product
- Student housing still unlikely to include on-site units

Number of Bedrooms	Cost per Rental Unit	Cost per Ownership Condominium Unit
Studio	\$136,000	\$97,000
1	\$176,000	\$154,000
2	\$317,000	\$228,000
3	\$411,000	\$393,000
<b>4 or more</b>	<b>\$495,000</b>	<b>\$439,000</b>

# Add Fee Requirements for Bonus Height

## Why?

- Concern that it's too easy to get the bonus height
- Concern about large buildings, especially near vulnerable neighborhoods

## Possible changes

- Higher in-lieu fee for bonus height (see table)
- Alternative: require on-site units to get bonus height

Fee for Bonus Height - Affordable at 50% AMI		
Number of Bedrooms	Cost per Rental Unit	Cost per Ownership Condominium Unit
Studio	\$185,000	\$152,000
1	\$227,000	\$196,000
2	\$358,000	\$262,000
3	\$446,000	\$422,000
4 or more	\$526,000	\$464,000

# Summary of Potential Options to Consider

## Non-Student Housing

- Apply affordability gap approach to in-lieu fee expectation in line with best practices and alignment with true cost
  - Addresses possibility that current fee is curtailing new development
- Increase fee for bonus height to reflect that the on-site requirement for bonus height is **50% AMI**, not 60% AMI

## Student Housing

- Require on-site affordable units for student housing, with allowance for an in-lieu fee equivalent
  - Addresses potential conversions to non-student housing
  - Allows for on-site affordable units when financial and market conditions are favorable
- Removes geographic criteria (1/2 mile distance from Grounds) for student housing, given new equivalency with expectations for non-student housing
- Add in-lieu fee requirement for four-bedroom units
  - Removes unintended incentive to build student housing

# Future Considerations

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- Monitoring how well fee promotes on-site units vs. fee payment once updated
- Monitoring market conditions given policy and demographic changes (e.g. second-year students, birth rates)

# Thank You



# CITY OF CHARLOTTESVILLE



## *Proclamation*

### **CHARLOTTESVILLE FILIPINO SPRING FESTIVAL DAY**

**WHEREAS** the month of May is recognized nationally as Asian American, Native Hawaiian, and Pacific Islander (AANHPI) Heritage Month, a time to honor the history, contributions, and achievements of these communities in the United States; and

**WHEREAS** the Charlottesville Filipino Cultural Association (CFCA) was established with the mission to serve, unite, and celebrate the Filipino community in Charlottesville and the surrounding regions, providing a vital network for both long-standing residents and new immigrants; and

**WHEREAS** the Filipino community in Charlottesville has a rich history dating back to the 1960s, with many of its pioneering members—now in their late 80s and 90s—continuing to serve as pillars of our city; and

**WHEREAS** the Filipino community has made indispensable contributions to our local economy and well-being, particularly through their dedicated service in the medical and nursing professions, as well as in the hospitality and small business sectors; and

**WHEREAS** the Philippines is an archipelago of thousands of islands boasting a vast array of subcultures and dialects, and the Inaugural Charlottesville Filipino Spring Festival serves as a bridge to unite these diverse backgrounds while inviting the broader Charlottesville community to engage with Filipino culture; and

**WHEREAS** this festival, held at the Ix Art Park, will showcase the vibrancy of the Philippines through traditional dance, music, and cuisine, featuring performers and vendors from across the Commonwealth, including Virginia Beach and Northern Virginia, while also highlighting local diversity by hosting Charlottesville-based Black-owned businesses;

**NOW, THEREFORE**, the Charlottesville City Council hereby proclaims May 2, 2026, as **CHARLOTTESVILLE FILIPINO SPRING FESTIVAL DAY** in the City of Charlottesville, and we encourage all residents to visit Ix Art Park on May 2<sup>nd</sup> between 3:00 PM and 8:00 PM to celebrate the rich heritage, resilience, and cultural contributions of our Filipino neighbors.

Signed and sealed this 20<sup>th</sup> day of April 2026.

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Juandiego Wade, Mayor

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Kyna Thomas, Clerk



## CHARLOTTESVILLE CITY COUNCIL MEETING MINUTES

April 2, 2026 at 6:00 PM

CitySpace: 100 5th St NE, Charlottesville, VA 22902

The Charlottesville City Council held a special meeting on Thursday, April 2, 2026, to discuss budget development for Fiscal Year 2027 (FY27). 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 Natalie Oschrin, and Councilors Jen Fleisher, Michael Payne and Lloyd Snook.

Mr. Wade turned the meeting over to City Manager Samuel Sanders, Jr., who explained the purpose of the meeting as a wrap-up to solidify outlying budget issues for Council.

Mr. Wade opened discussion about the proposed tax rate increase of \$0.01.

Kristina Hammill, Director of Budget and Grants Management used a worksheet to help Council determine budget dollar adjustments to align with the proposed City Budget amount including the tax rate increase. Council determined that they would balance the overall budget by using funds from the Citywide Reserve Fund. Council also discussed appropriating funds from the Council Strategic Initiatives Fund line item to adjust allocations to nonprofit agencies as presented in the Vibrant Community Fund report from a previous meeting.

Councilor Snook expressed concern about committing funds from the Council Strategic Initiatives Fund to items that do not constitute strategic initiatives.

Mr. Sanders posed a question to Council about their desire to add language to the City Budget appropriation Ordinance for recovering funds from the City Schools budget should the State budget appropriation exceed the local adopted budget. Councilor Snook recommended not putting language in the ordinance for recovering funds from Schools if the amount is less than \$1 Million. City Attorney John Maddux advised Council on legal methods for handling excess funds with the consent of the School Board. Following further discussion, Mr. Maddux advised that he would include appropriate wording in the Budget ordinance for Council consideration.

On motion by Fleisher, Council by unanimous consent adjourned the meeting at 7:19 p.m.

BY Order of City Council

BY Kyna Thomas, Clerk of Council



## CHARLOTTESVILLE CITY COUNCIL MEETING MINUTES

April 9, 2026 at 6:30 PM

Council Chamber: 605 E. Main St., Charlottesville, VA 22902

The Charlottesville City Council held a special meeting on Thursday, April 9, 2026. 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 Natalie Oschrein, and Councilors Jen Fleisher, Michael Payne and Lloyd Snook.

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

### ACTION ITEMS

#### 1. RESOLUTION Establishing the Personal Property Tax Relief Percentage for Tax Year 2026

Commissioner of the Revenue Todd Divers introduced the item. The City of Charlottesville, Virginia ("City"), receives a fixed annual grant from the Commonwealth of Virginia ("Commonwealth") to be used to apply Personal Property Tax Relief ("PPTR"). The PPTR Program is governed by the Code of Virginia (58.1 Chapter 35.1), and gives the locality a pool of funds, the proceeds of which must be used to provide relief to the owners of qualifying vehicles.

On motion by Fleisher, seconded by Snook, Council by a vote of 5-0 approved the following resolution: (Ayes: Fleisher, Oschrein, Payne, Snook, Wade; Noes: None).

#### RESOLUTION ESTABLISHING THE PERSONAL PROPERTY TAX RELIEF PERCENTAGE FOR TAX YEAR 2026

**BE IT HEREBY RESOLVED** by the Council of the City of Charlottesville, Virginia ("City Council"), that, pursuant to the requirements of Virginia Code § 58.1-3524, that personal property tax relief ("PPTR") at the rate of thirty-one percent (31%) shall be applied to the first \$20,000 of value of each qualifying vehicle having a value of more than \$1,500; and

**BE IT FURTHER RESOLVED** by City Council that PPTR at the rate of 100% shall be applied to each qualifying vehicle having a value of \$1,500 or less.

#### 2. Adoption of FY2027 City Budget Ordinance, Annual Appropriation, and Tax Levy

City Manager Samuel Sanders, Jr., and Director of Budget and Grants Management Kristina Hammill summarized the Fiscal Year 2027 budget cycle. Pursuant to Section 19 of the Charter of the City of Charlottesville, Virginia ("City"), and Virginia Code Title 15.2, Chapter 25, a Proposed Budget was prepared by the City Manager and presented to City Council for consideration. Among a series of budget development meetings, a Public Hearing was conducted by City Council on the City Manager's Proposed Budget on March 19, 2026, and a Public Hearing on the proposed tax rates to be adopted in support of the Adopted Budget was properly advertised and conducted on April 6, 2026.

##### a. ORDINANCE establishing the Annual Tax Levy for Tax Year 2026 (2<sup>nd</sup> reading)

On motion by Snook, seconded by Payne, Council voted 5-0 to adopt the **ORDINANCE ESTABLISHING THE ANNUAL TAX LEVY FOR TAX YEAR 2026**.

**ORDINANCE**  
**To Establish the Annual Tax Levy for Tax Year 2026**

**BE IT ORDAINED** by the Council of the City of Charlottesville **THAT** in order to pay the general operating expenses of the City, including local support for the City's schools; to provide funding for other public purposes; and to pay interest on and to provide funding for retirement of City debt, taxes are hereby levied at the rates set forth within this Ordinance, for the current Tax Year (beginning at midnight on January 1, 2026 and ending December 31, 2026), and for each succeeding Tax Year during which this Ordinance continues in effect:

**1. Section 1—Real Property and Mobile Homes**

On real estate, including land and improvements thereon and mobile homes, the tax rate shall be \$0.99 on every \$100 of the assessed value thereof.

**2. Section 2—Personal Property**

On all automobiles, trucks, motorcycles and other motor vehicles; boats and aircraft; and on all tangible personal property used or held in connection with a business, trade, occupation or profession (excluding furnishings, furniture and appliances in rental units of 30 days or longer) the tax rate shall be \$4.40 on every \$100 of the assessed value thereof.

**3. Section 3—Public Service Corporation Property**

(a) On that portion of the real estate and tangible personal property of public service corporations which has been equalized as provided in Sec. 58.1-2604 of the Virginia Code, the tax rate shall be \$0.99 on every \$100 of the assessed value thereof determined by the Virginia State Corporation Commission or Virginia Department of Taxation (for railroads and interstate pipeline transmission companies), and

(b) Notwithstanding the foregoing, on automobiles and trucks belonging to public service corporations, the tax rate shall be \$4.40 on every \$100 of the assessed value thereof.

**4. Section 4—Machinery and Tools**

On machinery and tools used in a manufacturing or mining business (excluding intangible personal property), the tax rate shall be \$4.40 on every \$100 of the assessed value thereof.

**5. Section 5—Energy Efficient Buildings**

On energy efficient buildings the tax rate shall be \$0.50 on every \$100 of the assessed value thereof, subject to the limitations set forth within Chapter 30, Article V, Division 4 of the Code of the City of Charlottesville (1990), as amended, and applies only to buildings and not to the land on which such buildings are located.

**BE IT FURTHER ORDAINED THAT** the Ordinance adopted April 24, 2025, establishing local tax rates for the Tax Year beginning January 1, 2025 and ending on December 31, 2025 is hereby repealed, effective at midnight on January 1, 2026.

**b. ORDINANCE Adopting a Budget and Annual Appropriation of Funding for the City of Charlottesville, Virginia, for the Fiscal Year ending June 30, 2027 (2nd reading)**

Councilor Snook disclosed his wife’s former employment with the City of Charlottesville, qualifying her for a pension, and stated that this does not disqualify him from participating in the vote.

On motion by Payne, seconded by Snook, Council voted 5-0 to adopt the **ORDINANCE APPROVING A BUDGET AND ANNUAL APPROPRIATION OF FUNDING FOR THE CITY OF CHARLOTTESVILLE FOR THE FISCAL YEAR ENDING JUNE 30, 2027** (Ayes: Fleisher, Oschrin, Payne, Snook, Wade; Noes: none).

On motion by Snook, seconded by Pinkston, Council by unanimous consent adjourned the meeting at 6:55 p.m.

BY Order of City Council

BY Kyna Thomas, Clerk of Council

DRAFT

# Policy Briefing Summary

## City Council



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<b>Regarding:</b>	<b>Resolution to Appropriate \$100,000 for Utility Line Remediation Facilitation (2nd reading)</b>
<b>Staff Contact(s):</b>	Brennen Duncan, City Engineer
<b>Presenter:</b>	<b>Brennen Duncan, City Engineer</b>
<b>Date of Proposed Action:</b>	April 20, 2026

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### Issue

The City of Charlottesville, Virginia ("City"), has several double utility poles that require removal to come into compliance under the American with Disabilities Act ("ADA"). Several attaching utility companies are not performing the required work needed to transfer their lines so that the poles can be removed. City Public Works desires to procure an on-call contractor to perform this necessary work.

### Background / Rule

Dominion Energy ("Dominion") has a perpetual Franchise Agreement ("FA") with the City which grants it the authority to install and maintain utility poles within the City's Public Right-of-Way. Over time, coordination challenges between Dominion and multiple telecommunications attachers have resulted in a significant number of double poles. The result of these conditions is ADA non-compliance and public safety concerns.

### Analysis

The City also has enforcement authority under City Code Section 31-6, which authorizes the City Manager to require replacement of defective or dangerous poles.

Dominion cannot remove the offending utility poles until all the attaching utilities have removed their wires. Some utilities are working on it, and some are not. All FAs require compliance with City standards and provide enforcement authority when expectations are not met. In anticipation of having to perform the transfer work, City Public Works has decided to move forward with getting on-call contractors in place now.

### Financial Impact

The City will invoice the utility companies for this work, and the resulting funds will be maintained in a rolling account to offset costs in future years.

### Recommendation

Following satisfying the two (2) reading requirement, City Public Works Staff recommends City Council adopt the attached Resolution authorizing the appropriation of \$100,000 to be used for on-call contractors to perform remedial utility pole work.

### Recommended Motion (if Applicable)

Not applicable at this time (first reading only at tonight's City Council Meeting).

### Attachments

1. Resolution to Reallocate \$100,000 for Facilitation of Utility Line Remediation1



**RESOLUTION #R-\_\_ - \_\_**

**RESOLUTION APPROPRIATING \$100,000 FOR UTILITY LINE REMEDIATION FACILITATION**

**WHEREAS**, the City of Charlottesville, Virginia (“City”), has several double utility poles that require removal to come into compliance with the American with Disabilities Act; and

**WHEREAS**, several attaching utility companies are not performing the required work needed to transfer its lines in a timely manner so that the poles can be removed; and

**WHEREAS**, the City Public Works Department desires to procure an on-call contractor to perform this necessary work and seek reimbursement from the utility companies.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, is hereby appropriated in the following manner:

**Revenue**

\$ 100,000      Fund: 426      Funded Program: P-01139      G/L Account: 435120

**Expenditure**

\$ 100,000      Fund: 426      Funded Program: P-01139      G/L Account: 530670

**BE IT FURTHER RESOLVED**, that once the total amount of reimbursements exceed \$100,000, the City Manager is authorized to increase the budget and to expend the reimbursement revenue that may occur and which is hereby appropriated for expenditure for the utility line remediation facilitation as of the date of receipt thereof by the City.

Date Adopted: \_\_\_\_\_

Certified: \_\_\_\_\_  
                                Clerk of Council

# Policy Briefing Summary

## City Council



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<b>Regarding:</b>	<b>Public Art Program Proposal (2nd reading)</b>
<b>Staff Contact(s):</b>	James Freas, Deputy City Manager
<b>Presenter:</b>	<b>James Freas, Deputy City Manager</b>
<b>Date of Proposed Action:</b>	April 20, 2026

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### Issue

Public art in Charlottesville is already an important component of the city's culture and legacy as public art displays are present in neighborhoods across the community. Despite this presence, in 2026 there is no existing public or private body that is responsible for managing, accepting, placing, or deaccessioning public art in Charlottesville.

### Background / Rule

Public art can encompass a broad range of expression, media, materials, and functionality. It can come in many forms including murals, statues, performances, and writings. Public art, and the process of creating public art, can help cities engage residents, create safer streets, and thrive economically. Community identity, cultural understanding, and connection to place can all be strengthened by public art. Public art is already an important component of the City's culture and legacy as murals liven the pedestrian experience downtown and sculptures create visual interest for corridors throughout the City. Charlottesville is also home to a collaborative network of non-profit arts organizations, art galleries, and workshops. Reflective conversations around monuments and memorials mark Charlottesville's public art history, and provide incentive for a structured community led decision process around the design and placement of public art.

The City has made decisions around public art in different ways over the years. From 1988 to 2017 Piedmont Council of the Arts served as the designated local arts agency for Charlottesville. They coordinated the development of the area's first-ever cultural plan, titled Create Charlottesville (CreateCville) in 2014, and in 2015 helped create an economic impact assessment. This assessment found that arts and culture organizations generated \$5.7 million for local governments in the greater Charlottesville area and supported the equivalent of 2,131 full-time jobs. More recently Charlottesville's PLACE Committee was tasked with reviewing and advising on proposals for public art. However, this committee is no longer active. Organizations such as Art in Place and the Bridge Progressive Arts Institute have provided numerous art installations and public art resources in partnership with the City, including a Map of Murals in Charlottesville. Once again, however, in 2026 there is no existing public or private body responsible for managing public art in the city.

Charlottesville's Comprehensive Plan (2021) includes the following strategy under Goal 8, "Encourage community vitality and interaction through the incorporation of both private and publicly funded art into public spaces, neighborhoods, signage, gateways, and nodes of development. Ensure neighborhood engagement and involvement in this process."

With this background and history as context, and given the current level of community interest in public art as evidenced by work by New City Arts to conduct a planning process for creating a new community Arts Council or similar regional arts entity, staff has drafted an Ordinance for City Council consideration that would create a Charlottesville Public Art Commission that is intended to lead to the creation of a Public Art Program within city government.

The intention of this Ordinance is twofold:

1. To create a Commission that would be tasked with creating a Public Art Program and Public Art Master Plan in-line with community values and the Charlottesville Comprehensive Plan; and,
2. The Commission would function as a standing public art advisor to City Council in its responsibility for accepting, placing, commissioning (when applicable), monitoring, deaccessioning, and approving new public art projects.

### **Analysis**

This Ordinance supports and aligns with the imperatives of effective management of city assets, in this case public art, and the Ordinance and follow-on project aligns with the city's strategic initiatives in particular in Recreation, Arts & Culture, and in Partnerships.

In addition, this Ordinance and Resolution align with Strategy 8.2 in Charlottesville's 2021 Comprehensive Plan regarding the role of public art in public spaces in the community.

### **Financial Impact**

Were this proposal to go forward for consideration of adoption of the proposed ordinance, staff will request \$50,000 to be used to hire a consultant that will do the work to stand-up the Public Art Commission and the Public Art Program and hand these off to city staff.

Going forward, in alignment with other peer cities in Virginia, it is projected that the Public Art Program would require a .50 FTE staff time. It is not clear if that would need to be a new position or if that .50 FTE responsibility could be integrated into existing staff workload.

### **Recommendation**

N/A

### **Recommended Motion (if Applicable)**

- 1) "I move adoption of the Ordinance Amending Chapter 2 of the Charlottesville City Code by Adding Article XVIII Regarding a Public Art Commission."
- 2) "I move approval of the Resolution to Allocate \$50,000 from the Council Strategic Investment Fund to hire a consultant to complete the work necessary to stand up the Public Art Commission."

### **Attachments**

1. Art Commission Ordinance
2. City Council Appropriation to Stand Up Public Art Commission\_April 2026

ORDINANCE AMENDING CHAPTER 2 OF THE CHARLOTTESVILLE CITY CODE BY  
ADDING ARTICLE XVIII REGARDING A PUBLIC ART COMMISSION

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WHEREAS, the City Council of the City of Charlottesville recognizes the value of public art in enriching the cultural, historical, and aesthetic character of the community; and

WHEREAS, the City Council desires to promote thoughtful and transparent processes for the commissioning, placement, acceptance, maintenance, and deaccessioning of public art located on City property; and

WHEREAS, the City Council finds that an appointed citizen body can provide meaningful public input, professional expertise, and community representation in the review of such matters; and

WHEREAS, the establishment of a Public Art Commission will assist City Council by providing informed recommendations on proposed projects and policies, consistent with the City's adopted goals for equity, inclusion, and cultural expression; and

WHEREAS, the City Council affirms that the City shall retain ownership of all public art located on City property, whether commissioned, donated, or otherwise acquired; and

WHEREAS, the City Council wishes to codify the creation, composition, and duties of the Public Art Commission within Chapter 2 (Administration) of the Charlottesville City Code.

Now therefore be it ordained by the Council of the City of Charlottesville that the following sections be added to Chapter 2 (Administration), Article VI (Boards and Commissions) of the Charlottesville City Code:

**Article XVIII – Public Art Commission**

**Sec. 2-484. - Public Art Commission created; purpose.**

- (a) There is hereby created a *Public Art Commission* for the City of Charlottesville (“the Commission”).
- (b) The purpose of the Commission is to advise and make recommendations to City Council concerning the selection, placement, acceptance, maintenance, relocation, and deaccessioning of public art located on property owned, leased, or controlled by the City of Charlottesville.
- (c) The Commission shall further serve to promote awareness and appreciation of public art within the community and to encourage the integration of artistic and commemorative works into the City's public spaces.

**Sec. 2-485. - Membership; terms; vacancies.**

- (a) The Commission shall consist of seven (7) members appointed by the City Council.
- (b) Members shall serve three-year terms and may be reappointed for one (1) additional consecutive term. Members appointed to fill an unexpired term shall be eligible for appointment to two (2) additional full terms.
- (c) In making appointments, City Council shall seek to ensure a broad representation of backgrounds and expertise, including but not limited to the fields of visual arts, history, architecture, landscape design, and education.
- (d) Vacancies shall be filled by City Council for the unexpired portion of the term in the same manner as the original appointment.

**Sec. 2-486. - Officers; meetings; quorum.**

- (a) The Commission shall annually elect a chair and vice-chair from among its members.
- (b) The Commission shall adopt rules of procedure consistent with state law as well as the City Code and any applicable City policies and shall hold regular meetings at least quarterly.
- (c) Five (4) members shall constitute a quorum for the transaction of business.

**Sec. 2-487. - Staff liaison; coordination with other departments.**

- (a) Administrative and professional support for the Commission shall be provided through a staff liaison designated by the City Manager.
- (b) The staff liaison shall coordinate with other departments as necessary to provide information and technical assistance to the Commission.

**Sec. 2-488. - Powers and duties.**

The Commission shall serve in an advisory capacity to the City Council and shall have the following powers and duties:

- (1) To review and make recommendations to City Council concerning proposals for the commissioning, acquisition, acceptance, placement, relocation, or removal of public art on City property.
- (2) To recommend policies and guidelines governing the City's public art and memorial programs, including procedures for community engagement and selection criteria.

(3) To advise City Council regarding priorities for conservation and maintenance of existing public art.

(4) To promote educational and cultural initiatives designed to enhance public understanding of the City's art and memorial heritage.

(5) To submit an annual report to City Council summarizing its activities, recommendations, and the status of the City's public art and memorial assets.

**Sec. 2-489. - City Council authority.**

(a) City Council shall retain ultimate authority to approve or deny any proposal concerning the placement, commissioning, acceptance, relocation, or deaccessioning of public art on City property.

(b) All recommendations of the Commission shall be advisory only and shall not be binding upon City Council.

**Sec. 2-490. - Ownership of public art.**

(a) All public art accepted by City Council or installed on property owned, leased, or controlled by the City shall be and remain the property of the City of Charlottesville, unless otherwise provided by written agreement approved by City Council.

(b) The City shall have full authority to maintain, conserve, relocate, modify, or remove such works in accordance with applicable law and City policy.



**RESOLUTION #R-\_\_ - \_\_**  
**Resolution to Allocate \$50,000 from Council Strategic Investment Fund**

**WHEREAS** public art in Charlottesville is an important component of the city’s culture and legacy public art displays are present in neighborhoods across the community; and

**WHEREAS** there is no public or private body that is responsible for accepting, managing, placing or deaccessioning public art in Charlottesville; and

**WHEREAS** the Charlottesville City Council has passed an ordinance to the City Code to create a Public Art Commission;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the sum of \$50,000 is hereby allocated from Council Strategic Investment Fund for the purpose of issuing a Request for Proposal (RFP) to hire a consultant to complete the work necessary to stand-up the Public Art Commission, that was approved by Ordinance, and to stand up a Public Art Program to be handed off to city staff:

	<b>Aye</b>	<b>No</b>
Fleisher	___	___
Oschrin	___	___
Payne	___	___
Snook	___	___
Wade	___	___

Date Adopted:

Certified: \_\_\_\_\_  
Clerk of Council

# Policy Briefing Summary

## City Council



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<b>Regarding:</b>	<b>Resolution to appropriate funds from Charlottesville City School Reimbursement (1 of 2 readings)</b>
<b>Staff Contact(s):</b>	Stewart Harding
<b>Presenter:</b>	<b>Bruce White, Michael Goddard, Deputy Director</b>
<b>Date of Proposed Action:</b>	April 20, 2026

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### Issue

Charlottesville City Schools (CCS) requested additional improvements to the science laboratories at Charlottesville Middle School beyond the original project scope. CCS agreed to reimburse the project budget using funds from a UVA Innovation Grant Fund.

### Background / Rule

CCS received a UVA Innovation Grant to fund additional improvements to the science laboratories at Buford/Charlottesville Middle School ("Project"). The work was completed through a Change Order to the existing Nielsen Builders contract. Subsequently, CCS reimbursed the City \$268,382.46 for this work. This item seeks City Council authorization to appropriate those funds back into the Project Account to replenish the Project Budget.

### Analysis

CCS provided a reimbursement check in the amount of \$268,382.46 (Ref. #404331), processed on January 8, 2026. This action item seeks City Council's authorization to appropriate the reimbursement to Project (P-01012) to replenish the Project Budget.

### Financial Impact

City Council could decline this recommendation; thereby, depleting the Project Budget Contingency by \$268,382.46.

### Recommendation

City Public Works Staff recommends City Council authorize the appropriation of the School Reimbursement funds (\$268,382.46) to the Project Account to replenish the Project Budget.

### Recommended Motion (if Applicable)

"I make a Motion authorizing the appropriation of the School Reimbursement funds (\$268,382.46) to the Project Account to replenish the Project Budget."

### Attachments

1. CCS Middle School Project Reimbursement
2. UVA Innovation Hub Cville Middle School Operating Agreement
3. CMS Nielsen G701 CO #26 - With PCO 204 Backup
4. Cash Report 2601080-07



**RESOLUTION #R-\_\_ - \_\_**  
**A Resolution Appropriating \$268,382.46 in Reimbursement Funds to the  
Buford/Charlottesville Middle School Renovation Project**

**WHEREAS**, Charlottesville City Schools received a UVA Innovation Grant to fund additional improvements to the science laboratories at Buford/Charlottesville Middle School, which were completed through a change order to the existing contract with Nielsen Builders; and

**WHEREAS**, Charlottesville City Schools reimbursed the City of Charlottesville \$268,382.46 for this work, and these funds should be returned to the Buford/Charlottesville Middle School Renovation Project (P-01012) to replenish the project budget.

**NOW, THEREFORE, BE IT RESOLVED** by the Council for the City of Charlottesville that \$268,382.46 is hereby appropriated to the Buford/Charlottesville Middle School Renovation Project (P-01012).

**Revenue**

\$268,382.46                      Fund: 426                      WBS: P-01012                      G/L Account: 432085

**Expenditure**

\$268,382.46                      Fund: 426                      WBS: P-01012                      G/L Account: 532085

Date Adopted:

Certified: \_\_\_\_\_  
Clerk of Council

**UVA Innovation Hub at Charlottesville Middle School  
Operating Agreement  
between  
The Rector and Visitors of the University of Virginia  
and  
Charlottesville City Schools**

This Operating Agreement (“Agreement”), effective as of 5 November 2024 (“Effective Date”) is between The Rector and Visitors of the University of Virginia with an address of Office of Sponsored Programs, 1001 N. Emmet St., Charlottesville, VA 22903 (“UVA”), and Charlottesville City Schools with a business address of 1562 Dairy Road, Charlottesville, VA 22903 (“CCS”). Each of UVA and CCS may be referenced herein as a “Party” or collectively as the “Parties.”

**Article I. Purpose**

This Agreement outlines the duties and responsibilities of the Parties for the operation of the UVA Innovation Hub Lab School at Charlottesville Middle School (“Lab School”). The purpose of the Lab School is to enhance educational outcomes through innovative practices aligned with the Parties’ missions.

**Outcomes**

- Foster educational innovation and excellence by providing a dynamic learning environment that integrates research-based teaching methodologies through interdisciplinary projects.
- Enhance student engagement and academic achievement through personally meaningful learning experiences that build upon learners’ prior knowledge, interests, and experiences.
- Facilitate professional development opportunities for educators to enhance their instructional skills and embrace innovative, interdisciplinary teaching practices.
- Promote community engagement and collaboration by involving stakeholders in designing, implementing, and evaluating educational initiatives.
- Drive research and dissemination of best practices in education through scholarly inquiry and collaboration between UVA and CCS.
- Establish a model for effective partnership between higher education institutions and K-12 school districts to advance educational excellence and equity.

**Article II. Governing Board**

Pursuant to the agreement (“Board Agreement”) between UVA and the Virginia Board of Education (the “Board”) and in accordance with Virginia Code §22.1-349.1 et seq., UVA shall establish a governing board that shall have the duties identified in the Board Agreement.

**Article III. Duties and Responsibilities**

UVA shall employ all Lab School personnel including the director, lab manager, innovation specialists, and graduate researcher; purchase and manage Lab School-related materials and technology including providing 32 Dell Mobile Precision Workstation 3490 laptops and certain software licenses and oversee the Innovation Academy Fellowship program. The Lab School Director shall have the responsibilities as outlined below.

A. Lab School Director Responsibilities

- i. Manage day-to-day operations and implement the Lab School's programs and initiatives.
- ii. Support curriculum development and educational innovation in collaboration with UVA and CCS educators.
- iii. Conduct performance evaluations of the Lab School staff, including feedback and professional growth opportunities with support from an Oversight Committee
- iv. Facilitate stakeholder engagement, including feedback from students, parents, and community members.
- v. Report to the Governing Board on operational progress and challenges.
- vi. Managing Lab School hiring and staff.
- vii. Monitor budget to ensure requirements of the Board Agreement are met.
- viii. Ensure Lab School adheres to all applicable state and federal educational regulations including but not limited to meeting standards set forth for accreditation, curriculum frameworks, student assessment requirements, and teacher qualifications.
- ix. Ensure Lab School complies with all state and federal laws governing the education of students with disabilities.
- x. Ensure Lab School meets all applicable health and safety regulations including building safety standards, comprehensive emergency preparedness plans, and health protocols to safeguard the well-being of students and staff.
- xi. Ensure Lab School meets all the requirements for conducting research in compliance with ethical standards, including review by an Institutional Review Board (IRB) and adherence to guidelines for research involving human subjects.

B. UVA Responsibilities

1. UVA will undertake the following responsibilities through its School of Education and Human Development
  - i. Recruit, supervise, develop, and manage salary and benefit awards for lab school-related employees.
  - ii. Provide ongoing professional development (PD) support for CCS teachers in the form of the Curriculum Design Accelerator and the Innovation Academy Fellowship.
  - iii. Provide curriculum development support for the lab school.
  - iv. Periodically review and adapt the curriculum in response to changes in educational standards, technological advancements, and feedback from stakeholders.
  - v. Establish and manage partnerships toward the development, implementation, and sustainability of the lab school.
  - vi. Allocate funds for, and oversee the procurement of, essential CS/Science equipment for the lab school. Additionally, manage regular maintenance, repairs, and potential upgrades to ensure that all equipment remains functional and up-to-date.

- vii. Work with the Equity Center to manage lab school volunteers and other potential community partnerships.
  - viii. Recruit and supervise Master of Teaching candidates in internships and undergraduate teacher candidates in practicum experiences in the lab school.
  - ix. Provide staffing for the summer Starr Hill CS Pathway.
  - x. Facilitate family/student focus group sessions and lab school advisory council.
  - xi. Provide regular updates to the lab school Governing Board related to PD, research results, Lab School staff performance, and any other lab school-related items.
  - xii. Coordinate all UVA-related research efforts in the lab school.
  - xiii. Research and disseminate the impact and effectiveness of the lab school on student and teacher outcomes.
  - xiv. Work with CCS to promote the lab school's initiatives, achievements, and success stories through various media outlets and academic platforms.
  - xv. Annual review and update Agreement with CCS under the guidance of the lab school Governing Board.
2. UVA will undertake the following responsibilities through its Equity Center
    - i. Recruit community partners to support lab school efforts by providing volunteers to be mentors, guest speakers, and activity leaders, as well as providing opportunities like field trips, hackathons, and externships.
    - ii. Maintain and support the CS Pathway through Starr Hill Pathways.
    - iii. Provide substitute teachers during the school year to support PD opportunities for teachers.
    - iv. Regularly review and update Agreement with CCS under the guidance of the lab school Governing Board.
  3. UVA shall not permit any of its employees, agents, volunteers, or guests to have direct contact with CSS students on school property during regular school hours or during school-sponsored activities if such individual has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offence involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude.
- C. CCS Shall undertake to perform the following responsibilities.
- i. Provide a safe and well-maintained space for the UVA Innovation Hub in Charlottesville Middle School (CMS).
  - ii. Collaborate with UVA Innovation Hub staff to integrate Virginia Standards of Learning into the curriculum.
  - iii. Facilitate interdisciplinary collaboration between UVA Innovation Hub programs and core curriculum subjects.
  - iv. Provide onboarding including orientation sessions for new staff, training on all relevant systems, and ongoing support including opportunities tailored to the evolving needs of the lab school, regular check ins, collaboration opportunities with other educators and stakeholders for the UVA Innovation Hub Lab Manager and Innovation Specialists at CMS.

- v. Provide regular updates to the lab school Governing Board related to student outcomes, Lab Manager and Innovation Specialists' performance and any other lab school-related items.
- vi. Ensure that the student information system reflects time scheduled in the UVA Innovation Hub for all students as outlined in the lab school application.
- vii. Support internships for UVA School of Education and Human Development (EHD) Master of Teaching candidates and practicum experiences for UVA EHD undergraduate teacher candidates.
- viii. Provide a process for onboarding lab school volunteers.
- xi. Work with UVA EHD to promote the lab school's initiatives, achievements, and success stories through various media outlets and academic platforms.
- x. Incorporate research consent and release forms into processes for collecting signatures on forms from parents/guardians
- xi. Recruit educators to participate in the Innovation Academy Fellowship.
- xii. Recruit families and students to participate in the lab school Family/Student advisory council.
- xiii. Modify out-of-district application process to support lottery system required by §22.1-349.3 of the Code of Virginia.
- xiv. Charlottesville City Schools (CCS) shall be responsible for providing employees of the UVA/CCS Lab School with CCS-issued devices. These devices will include necessary access to the CCS network and CCS email accounts.

#### **Article IV. Quarterly Meetings**

Designated representatives of the Parties shall meet on the first day of the first month of each quarter to review progress, address challenges, and adapt strategies as necessary. If the first day of the first month falls on a weekend or holiday, then the Parties shall meet on the first working day thereafter.

#### **Article V. Dispute Resolution and Governing Law**

Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by negotiations between the Parties. If the Parties fail to reach an agreement, either Party may elect to submit the claim for nonbinding mediation. If mediation is unsuccessful, any dispute shall be resolved by a court of competent jurisdiction. This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to conflict of laws principles.

#### **Article VI. Confidentiality and Data Sharing**

##### **A. Confidentiality**

1. As used herein, a Party disclosing Confidential Information is referred to as the "Disclosing Party" and a Party receiving such Confidential Information is referred to as the "Receiving Party."
2. As used herein, "Confidential Information" includes, but is not limited to, proprietary devices, inventions, processes, compilations of information, records, specifications, information concerning customers or vendors, information relating to a Party's patents,

systems, formulas, processes, manufacturing procedures, manuals, confidential reports, customers, business opportunities and prospective business opportunities, costing and pricing procedures, marketing and business strategies, the equipment and methods used by a Party or its customers, and the amounts paid by such customers for a Party's products and any other confidential information disclosed or made available by the Disclosing Party to the Receiving Party during the term of this Agreement, regardless of whether such information or materials are specifically designated as confidential.

3. The Receiving Party agrees to safeguard the confidentiality of the Confidential Information using at least the same degree of care it exercises in protecting its own confidential information, but in no event less than reasonable care and it further shall not use any such Confidential Information for any purpose except for performing its obligations under this Agreement. The Receiving Party further agrees to disclose the Confidential Information only to its employees with a need to know such information for the purposes contemplated by this Agreement and shall inform such employees of its obligations under this Agreement. The Receiving Party shall allow its employees to reproduce the Confidential Information only to the extent necessary to affect the purposes of this Agreement, with all such reproductions being considered Confidential Information.
4. The obligations of confidentiality set forth in this Agreement shall not apply to the extent that the Receiving Party can demonstrate that any Confidential Information:
  - (a) has been published or is otherwise generally known at the time of disclosure;
  - (b) becomes published or otherwise generally known after disclosure, other than in violation of this Agreement;
  - (c) was in the possession of the Receiving Party at the time of disclosure and was not acquired directly or indirectly from the Disclosing Party;
  - (d) was received after the time of disclosure from a third party who did not require such Confidential Information to be held in confidence and who, to the best of University's knowledge, did not acquire such Confidential Information directly or indirectly from the Disclosing Party under an obligation or confidence;
  - (e) was developed independently by the Receiving Party without the aid or benefit of the Disclosing Party's Proprietary Information; or
  - (f) is required by law, regulation, subpoena or government or judicial order to be disclosed.
5. The Receiving Party agrees that the Disclosing Party is and shall remain the exclusive owner of the Confidential Information and all patent, copyright, trademark, trade secret, and other intellectual property rights in such Confidential Information. No option, license, or conveyance of such rights to the Receiving Party is granted or implied under

this Agreement. If any such rights are to be granted to Receiving Party, such grant shall be expressly set forth in a separate written instrument.

6. Upon termination of this Agreement, or at any time at the request of the Disclosing Party, Receiving Party shall return to the Disclosing Party all originals and/or copies of documents, materials, and other tangible manifestations of Confidential Information in the possession or control of Receiving Party. Notwithstanding the foregoing, each party is permitted to keep an archival copy of the Confidential Information for compliance purposes and shall not be required to destroy any electronic files created during automatic system back-up.
7. The obligations of confidentiality contained herein shall survive termination of this Agreement for a period of three (3) years. Nothing in this section shall prevent the publication of results pursuant to Article X of this Agreement.

**B. Data Sharing**

1. As used herein, "Data" shall mean information generated in the course of meeting the outcomes for the Lab School.
2. Student Data generated at and collected by the Lab School shall comply with applicable laws including the Family Education Records Privacy Act ("FERPA"). Any personally identifiable information related to any CCS student shall remain under the direct control of CCS and shall not be accessible to any UVA employee, agent, volunteer, or guest except to the extent permitted by applicable law.
3. Human subjects Data collection shall conform to the requirements of the UVA's Institutional Review Board ("IRB").
4. No Data shall be collected unless an Informed Consent Form ("ICF") has been signed allowing for the specific Data to be collected.
5. Data shall only be shared with a third party if the ICF permits such sharing and only if the third party with which the data is to be shared enters into a Data Use Agreement identifying the specific purpose for which the data is sought.
6. Data generated at and collected by the Lab School shall be owned by UVA and CCS.

**Article VII. Intellectual Property**

1. It is recognized and understood that certain existing inventions and technologies are the separate property of UVA or CCS respectively and are not affected by this Agreement, and neither Party shall have any claims to or rights in such separate inventions and technologies. Inventorship of new inventions, developments, and discoveries arising out of the Lab School (hereinafter "Invention") shall be determined in accordance with United States patent law or mutual agreement if the Invention is not patentable. All Inventions will

be promptly disclosed in writing to the noninventing Party on a confidential basis. Ownership of Inventions shall be determined in accordance with Sections 3 and 4 below.

2. The Parties agree that any Invention that is developed solely by CCS employees (“CSS Inventions”) belongs to CCS.
3. Title to any Inventions other than CCS Inventions (“Other Inventions”) invented solely by UVA personnel shall reside with UVA. Inventions which are invented jointly by UVA and CCS personnel shall be owned jointly by the Parties.
4. UVA shall have the right to use all data it generates in the Lab School for internal, noncommercial research, and education, except as prohibited by law.

### **Article VIII. Term and Termination**

1. This Agreement is effective upon the date of the last signature hereto (“Effective Date”) and shall remain in effect until 19 May 2029 unless otherwise extended or terminated as provided in this Agreement.
2. This Agreement may be terminated:
  - i. By either Party with or without cause upon not less than ninety (90) days’ written notice to the other Party;
  - ii. By either Party immediately upon written notice upon failure of a Party to cure a material breach of this Agreement within thirty (30) days after a written demand for performance; or
  - iii. By UVA immediately upon notice to CCS in the event that any approval required by the IRB, or any federal or state agency is terminated, expired, withdrawn, or suspended.
3. In the event of termination of this Agreement a Party shall be entitled to payment for any expenses incurred in accordance with the terms of this Agreement through the date of termination.
4. Upon termination of this Agreement, the Parties shall work in good faith to develop a transition plan to ensure the smooth transition of responsibilities and to ensure assets, if any, are appropriately transferred. The title to any equipment UVA provides to CCS for use in the Lab School shall remain with UVA.

### **Article IX. Amendments**

No waiver, alteration or modification of the provisions in this Agreement shall be binding unless in writing and mutually agreed upon. In particular, the provisions of this Agreement shall not be varied, modified or amended by any subsequent purchase order, invoice, statement of terms and conditions or other procurement document. Any modifications or additions to this Agreement must be negotiated and approved through UVA’s **Office of Sponsored Programs, P.O. Box 400195, Charlottesville, Va. 22904-4195** (phone: 434-924-4270; fax: 434-982-3096) and

Charlottesville City Schools Division Administration Office, 1562 Dairy Road, Charlottesville, VA 22903. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

### **Article X. Publication**

UVA may publish or present the results of innovative educational practices engaged in through the Lab School (the "Results") provided that such publication or presentation does not disclose Confidential Information. UVA will submit all proposed publications to CSS prior to submission to an outside party (30 days prior for manuscripts and 15 days for abstracts, posters, and oral presentations). UVA will delete references to CSS's Confidential Information in any paper or presentation, or at CSS's reasonable request, delay such Publication for up to 45 days in order to permit CSS to obtain appropriate intellectual property protection on any Confidential Information contained in the Publication. For purposes of this paragraph on publication, the results of innovative educational practices shall not be considered Confidential Information.

### **Article XI. Use of Name**

Each Party agrees it will not use the name of the other Party or its employees in any advertising or publicity material or make any form of representation or statement in relation to the services conducted under the terms of this Agreement which would constitute an express or implied endorsement by one Party of any commercial product or service of the other Party, and that it will not authorize others to do so, without first having obtained written permission from the Party whose name is to be used.

### **Article XII. Insurance**

Each party shall be acting as independent contractors in the performance of this work, and shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of their respective employees or agents in connection with the performance of this work for which they may be held liable under applicable law. To the extent third party claims are made against University for Sponsor's use or misuse of any data received from University, Sponsor shall indemnify University against such claims. Each party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of University or the Commonwealth of Virginia or of Charlottesville City Schools.

### **Article XIII. Indemnification**

CCS will defend, indemnify and hold harmless UVA, its employees, officers, directors, agents, institutional review board and Board of Visitors (collectively, the "Indemnitees") from and against any and all losses, claims, demands, damages, liabilities, judgments and costs incurred (including for attorneys' fees) by an Indemnitee that in whole or in part result from or arise in connection with (a) any breach by CCS of its obligations hereunder, (b) any negligent act, error or omission of the CCS in the performance of its obligations under this Agreement, (c) any

alleged infringement of third-party intellectual property rights relating to any product, process or service made, used or sold by CCS.

It is understood UVA, as an agency of the Commonwealth of Virginia, is and will be acting as an independent contractor in the performance of this Agreement and shall be responsible, to the extent found liable by a court of competent jurisdiction for the payment of those claims for loss, personal injury, property damage or otherwise arising out of any wrongful acts or omissions of its employees or agents in connection with the performance of work under this Agreement. Nothing contained in this Agreement shall constitute a waiver, express or implied, of any sovereign immunity of the Commonwealth of Virginia.

#### **Article XIV. Warranties**

THE SERVICES UNDERTAKEN UNDER THIS AGREEMENT ARE EXPERIMENTAL IN NATURE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS AND EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH REGARD TO THE SERVICES. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT USE OF ANY DELIVERABLES OR INTELLECTUAL PROPERTY WILL NOT INFRINGE ANY THIRD-PARTY PATENT, COPYRIGHT, TRADEMARK, OR OTHER THIRD-PARTY RIGHTS. NEITHER PARTY MAKES ANY REPRESENTATION AS TO THE USEFULNESS OF THE DELIVERABLES OR INTELLECTUAL PROPERTY. IF EITHER PARTY CHOOSES TO EXPLOIT DELIVERABLES OR INTELLECTUAL PROPERTY IN ANY MANNER WHATSOEVER, SUCH PARTY DOES SO AT ITS OWN RISK.

#### **Article XV. Force Majeure**

Neither Party will be liable for any failure to perform as required by this Agreement if the failure to perform is caused by circumstances reasonably beyond its control, such as labor disturbances or labor disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, thefts, or other such occurrences.

#### **Article XVI. Severability**

Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

#### **Article XVII. Order of Precedence**

In the event of any inconsistency between the terms of this Agreement and any documents attached hereto or incorporated herein, the terms of this Agreement will prevail.

### **Article XVIII. Headings and Titles**

All titles and article headings contained in this Agreement are inserted only as a matter of convenience and reference. They do not define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions.

### **Article XIX. Lost Profits**

EXCEPT FOR LIABILITY ARISING UNDER INDEMNIFICATION, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL, SPECIAL, INDIRECT, LOST PROFITS, LOST REVENUE, LOST OPPORTUNITY OR CONSEQUENTIAL LOSS, DAMAGE OR EXPENSE ARISING FROM OR IN RELATION TO THIS AGREEMENT, THE PROTOCOL OR THE STUDY DRUG, WHETHER IN WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BY STATUTE OR OTHERWISE. THIS LIMITATION SHALL APPLY EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

### **Article XX. Assignment**

Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assigned by University or Sponsor without the prior written consent of the other.

### **Article XXI. Waiver**

No failure or successive failures on the part of either party to enforce any covenant or agreement, and no waiver or successive waivers of any condition of this Agreement, shall operate as a discharge of such covenant, agreement, or condition, or render the same invalid, or impair the right of either party to enforce the same in the event of any subsequent breach or breaches. No failure on the part of either party to this Agreement to exercise, and no delay in exercising, any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right.

### **Article XXII. Survival**

The rights and obligations of ARTICLES VI, VII, VIII subsection 3 and 4, X, XI, XII, XIII, XIV, XVII, and XIX shall survive and continue after any expiration or termination of this Agreement. CCS agrees to comply, and do all things necessary for UVA to comply, with all applicable Federal, State and local laws, regulations and ordinances, insofar as they relate to the Lab School.

### **Article XXIII. Entire Agreement**

This Agreement, together with any attachments hereto and any amendment or modification that may hereafter be agreed to by the parties in accordance with Article IX, constitute the entire

understanding between the parties with respect to the subject-matter hereof and supersede any and all prior understandings and agreements, oral or written, relating hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**The Rector and Visitors of the  
University of Virginia:**

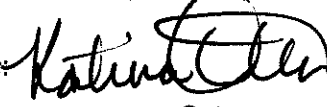
Signed by:  
*Signature:*   
DE6CBEFDE6C2424...

*Name:* Mia Abernathy

*Title:* Lead Negotiator

*Date:* 11/7/2024

**Charlottesville City Schools:**

*Signature:*   
*Name:* Katina Otey  
*Title:* Chief Academic Officer  
*Date:* 1/8/2025

## **EXHIBIT A EQUIPMENT**

UVA will provide the following equipment to the Lab School, which equipment shall be returned to UVA upon expiration or termination of the Agreement.

- **Laptops:** 32 Dell Mobile Precision Workstation 3490 laptops
- **Laptop Cart:** 1

UVA will provide the following equipment to the Lab School, which shall remain with CCS upon expiration or termination of the Agreement.

- **Physical Computing Devices: number to be determined**

UVA will provide the following upgrades to CCS for the Lab School upgrade, which upgrades will become fixtures and shall remain with CCS upon expiration or termination of this Agreement.

Sound Board for 4 science classrooms

Tech updates including modern tools to foster interactive and innovative learning for 4 science classrooms

White boards including more accessible and user-friendly models for 4 science classrooms

Safety hoods for 2 classrooms

Lab furniture including ergonomic designs to complement the innovative classroom setting for 4 science classrooms.

## **Exhibit B**

### **Budget Terms**

The Virginia Board of Education has approved UVA Innovation Hub at Charlottesville Middle School to receive funding from the Lab School Fund in the amount of \$1,502,500.00 for start-up expenses and \$3,748,308.00 for operations, to be disbursed over the first four (4) years of the five (5) year contract.

The operating budget shall be as follows.

v. 6.7

PI:	Rowley
Sponsor:	VDOE
Project Title:	Charlottesville Middle School Innovation Hub
Type of Grant:	Other - MTDC
Worktag:	

Project Start Date:	7/1/2024
Project End Date:	6/30/2028

Date prepared: 11/1/2023

(once issued)

Plan year begin: 7/1/24 7/1/25 7/1/26 7/1/27  
 Plan year end: 6/30/25 6/30/26 6/30/27 6/30/28

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
A. Senior Personnel	42,811	44,524	46,306	48,158	-	181,799
B. Other Personnel	266,385	352,040	441,122	458,766	-	1,518,313
<i>Total Salary (senior + other)</i>	309,196	396,564	487,428	506,924	-	1,700,112
C. Fringe Benefits	114,278	147,424	181,897	189,174	-	632,773
D. Equipment (items costing in excess of \$5K each)	-	-	-	-	-	-
E. Travel	10,880	11,002	11,128	11,258	-	44,268
F. Participant Support Costs	-	-	-	-	-	-
G. Other Direct Costs	-	-	-	-	-	-

1. Materials and Supplies	92,000	45,000	67,500	67,500	-	272,000
2. Publication Costs/Document/Dissemination	-	-	-	-	-	-
3. Consultant Services	-	-	-	-	-	-
4. Computer Services	-	-	-	-	-	-
5. Subawards/Subcontracts	700,000	800,000	-	-	-	1,500,000
6. Equipment facility rental / user fee	-	-	-	-	-	-
7. Alterations and renovations	-	-	-	-	-	-
8. Patient Care Costs	-	-	-	-	-	-
9. Other	184,600	184,600	194,600	194,600	-	758,400
H. Total Direct Costs (A through G)	1,410,954	1,584,590	942,553	969,456	-	4,907,553
I. Indirect Costs (F&A)	73,595	78,459	94,255	96,946	-	343,255
J. Total Direct and Indirect Costs (H+I)	1,484,549	1,663,049	1,036,808	1,066,402	-	5,250,808

Modified Total Direct Costs (MTDC)	735,954	784,590	942,553	969,456	-	3,432,553
Effective F&A rate	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%

**Certificate Of Completion**

Envelope Id: C2A755F6E6964226A16F63CD87FB6A92	Status: Completed
Subject: SIGNATURE REQUIRED: Agreement OTH00000288	
Source Envelope:	
Document Pages: 14	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	OSP RUVAPBH DocuSign
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	100 Phoenix Drive Suite 111
	Ann Arbor, MI 48108
	osp-ruvabh-docusign@virginia.edu
	IP Address: 72.10.184.4

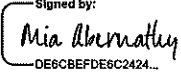
**Record Tracking**

Status: Original	Holder: OSP RUVAPBH DocuSign	Location: DocuSign
11/7/2024 8:50:53 AM	osp-ruvabh-docusign@virginia.edu	

**Signer Events**

Mia Abernathy  
 ffk9nk@virginia.edu  
 Lead Contract Negotiator  
 Security Level: Email, Account Authentication (None)

**Signature**

Signed by:  
  
 DE6CBEFDE6C2424...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 155.186.133.16

**Timestamp**

Sent: 11/7/2024 8:52:23 AM  
 Viewed: 11/7/2024 10:41:28 AM  
 Signed: 11/7/2024 10:43:36 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 11/7/2024 10:41:28 AM  
 ID: 96a361e2-5b74-47ce-ad6c-ca3d521f15dd

<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	11/7/2024 8:52:23 AM
Certified Delivered	Security Checked	11/7/2024 10:41:28 AM
Signing Complete	Security Checked	11/7/2024 10:43:36 AM
Completed	Security Checked	11/7/2024 10:43:36 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, University of Virginia – Sponsored Programs (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact University of Virginia – Sponsored Programs:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [OSPNOA@virginia.edu](mailto:OSPNOA@virginia.edu)

**To advise University of Virginia – Sponsored Programs of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [OSPNOA@virginia.edu](mailto:OSPNOA@virginia.edu) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from University of Virginia – Sponsored Programs**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [OSPNOA@virginia.edu](mailto:OSPNOA@virginia.edu) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with University of Virginia – Sponsored Programs**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [OSPNOA@virginia.edu](mailto:OSPNOA@virginia.edu) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify University of Virginia – Sponsored Programs as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by University of Virginia – Sponsored Programs during the course of your relationship with University of Virginia – Sponsored Programs.

## Change Order

<b>PROJECT:</b> <i>(name and address)</i> Charlottesville Middle School 1000 Cherry Ave. Charlottesville, VA 22903	<b>CONTRACT INFORMATION:</b> Contract For: General Construction Date: 06/12/2023	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: # 26 Date: 11/18/2025
<b>OWNER:</b> <i>(name and address)</i> City of Charlottesville 305 4th St. NW Charlottesville, VA 22903	<b>ARCHITECT:</b> <i>(name and address)</i> VMDO Architects 200 E. Market St. Charlottesville, VA 22902	<b>CONTRACTOR:</b> <i>(name and address)</i> Nielsen Builders 3588 Early Road Harrisonburg, VA 22801

The Contract is changed as follows:

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

- . PCO 144 RFI 447 Door Hardware Change 4603-2 @ \$1,660.58
  - . PCO 163 Auto Operators For Exterior Vestibules @ \$4,479.33
  - . PCO 186 RFI 468 Demo at Stem Lab Add Stud Wall @ \$8,090.45
  - . **PCO 204 Science Room Renovations @ \$268,382.46**
  - . PCO 205 D&E Roof Changes Added Crickets @ \$66,284.70
  - . PCO 206 TPO Over Metal Roof @ \$13,286.45
  - . PCO 207 Frame Hang Exposed Pipes in Kitchen @ \$1,278.76
  - . PCO 209 RFI 499 2 Way Valve for OA-3 @ \$7,658.13
- Contract Sum will be increased by \$371,120.86

The original Contract was	\$ <u>79,039,646.00</u>
The net change by previously authorized Change Orders	\$ <u>2,501,124.87</u>
The Contract Sum prior to this Change Order was	\$ <u>81,540,770.87</u>
The Contract Sum will be increased by this Change Order in the amount of	\$ <u>371,120.86</u>
The new Contract Sum , including this Change Order, will be	\$ <u>81,911,891.73</u>
The Contract Time will be (unchanged) by	(      ) days.
The new date of Substantial Completion will be 07/01/2026	

*NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.*

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

VMDO Architects ARCHITECT <i>(Firm name)</i>	Nielsen Builders CONTRACTOR <i>(Firm name)</i>	City of Charlottesville OWNER <i>(Firm name)</i>
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

## GENERAL CONTRACTOR ESTIMATE FOR CHANGE ORDER

**GC-1**

DGS-30-200  
(Rev. 03/16)

**Project Code:** IFB#23-59  
**Agency:** Charlottesville City Schools  
**Project:** Charlottesville Middle School

**General Contractor:** Nielsen Builders, Inc.  
**Change Description:** PCO 204 Science Lab Refurbishment  
 Includes *only* the scope of work keynotes in Dwg SA001. See continuation page

GENERAL CONTRACTOR DIRECT COSTS													
Scope Description		Direct Labor				Direct Material				Direct Equipment			
Item No.	Description	Direct Labor Hours	Labor Units (Manhours, Crew Hours)	Hourly Wage Rate, Excl. Taxes & Ins.	Total Labor Cost	Quantity	Qty Units	Material Cost Per Unit	Total Material Cost	Quantity	Qty Units	Equipment Cost Per Unit	Total Equipment Cost
A	B	C	D	E	F=C x E	G	H	I	J = G x I	K	L	M	N = K x M
1.01	Remove lower cabinet drs & patch screw holes - 24 locations/48 panels	32.00	Manhours	\$40.00	\$1,280.00				\$0.00				\$0.00
1.02	Remove existing casework & counter top and replace 16 side panels	128.00	Manhours	\$40.00	\$5,120.00	1.00	ls	\$4,000.00	\$4,000.00				\$0.00
1.03	Mask elements below spray line prior to spraying 4mx3dx4rms	384.00	Manhours	\$40.00	\$15,360.00	1.00	ls	\$1,500.00	\$1,500.00	1.00		\$500.00	\$500.00
1.04	Remove masking after spraying 4m x1dx4rms	128.00	Manhours	\$40.00	\$5,120.00				\$0.00	1.00		\$100.00	\$100.00
1.05	Remove existing teaching wall panels and hardware (see exclusion)	128.00	Manhours	\$40.00	\$5,120.00	1.00	ls	\$100.00	\$100.00				\$0.00
1.06	Remove deck mounted absorptive sheets	64.00	Manhours	\$40.00	\$2,560.00				\$0.00	1.00		\$200.00	\$200.00
1.07	Blocking for TVs	32.00	Manhours	\$40.00	\$1,280.00	1.00	ls	\$250.00	\$250.00				\$0.00
1.08	Disposal of above items - drop dumpster/rental/tipping fees/ pick up				\$0.00				\$0.00	1.00	LS	\$800.00	\$800.00
1.09	<b>Subtotal from Estimate Continuation Sheets</b>				\$0.00				\$0.00				\$46,000.00
1.97	<b>Subtotal (S/T) Direct Costs:</b>				<b>\$35,840.00</b>				<b>\$5,850.00</b>				<b>\$47,600.00</b>
1.98	<b>Taxes/Insurance:</b>			FICA, FUI, SUI, & Workmens' Comp. 42.00%	% of Labor			Sales Tax 5.3%	\$310.05			Sales Tax 5.3%	\$2,522.80
1.99	<b>Total Direct Costs</b>				<b>\$50,892.80</b>				<b>\$6,160.05</b>				<b>\$50,122.80</b>

SUBCONTRACT COSTS		
Item No.	Subcontractor Name (List totals from attached SC-1 forms)	Total Cost
A	B	C
2.01	Acoust. Therm Spry 11/5/25 email Re: Sci Lab	\$35,000.00
2.02	Einstein's 8/30/25 Re: plans SA 001	\$18,350.00
2.03	Moore's Elec 11/13/25 quote Re: Sci Rm Refurb	\$8,998.70
2.04	Nycom 8/25/25 quote Re Area E Sci Rm Refurb	\$14,472.40
2.05	McDaniel 8/25/25 quote for rubber base	\$2,500.00
2.06		
2.07	McDaniel drywall + Flr patching (ALLOWANCE)	\$6,200.00
2.08	RBI gas line cap and purge (ALLOWANCE)	\$4,000.00
2.09	Moore's Elec 32 data drops ALLOWANCE @ \$1	\$40,000.00
2.99	<b>Total Subcontract Costs</b>	<b>\$129,521.10</b>

SUMMARY			
Item No.	Description		Total Cost
3.01	Total Direct Labor Cost	Item 1.99H	\$50,892.80
3.02	Total Direct Material Cost	Item 1.99J	\$6,160.05
3.03	Total Equipment Cost	Item 1.99L	\$50,122.80
3.04	Subtotal	3.01+3.02+3.03	\$107,175.65
3.05	Overhead and Profit* (%)	15.00%	\$16,076.35
3.06	Subtotal	3.04+3.05	\$123,252.00
3.07	Subcontractor Cost	Item 2.99	\$129,521.10
3.08	GC Markup on Subcontractors**	10.00%	\$12,952.11
3.09	Subtotal	3.06+3.07+3.08	\$265,725.21
3.10	Additional Bond Cost		\$2,657.25
3.99	<b>Total Change Order Cost</b>	(3.09+3.10)	<b>\$268,382.46</b>

Name: Rockwell A Moulton

Signature: \_\_\_\_\_

Title: Sr. Project Manager

Date: Friday, November 14, 2025

I have reviewed the costs proposed and find them to be reasonable (as proposed) (as marked).

A/E Signature: \_\_\_\_\_

Note: Mark-up is capped in conformance with the provisions of the General Conditions (CO-7).

\*Limited to 15% on self-performed work.

\*\*Limited to a total of 10%, shared (cumulative total) if multiple tier subs, on subcontracted work. See Mark-up limitations for a more detailed description.



## SUBCONTRACTOR ESTIMATE FOR CHANGE ORDER

**SC-1**

DGS-30-204  
(Rev. 03/16)

<b>Project Code:</b>	IFB# 23-59	<b>General Contractor:</b>	Nielsen Builders, Inc.
<b>Agency:</b>	City of Charlottesville	<b>Subcontractor:</b>	Acoustical Thermal Spray
<b>Project:</b>	Charlottesville Middle School	<b>Subcontractor Trade:</b>	Acoustical insulation

**Change Description:** Science Room Refurbishment

SUBCONTRACTOR DIRECT COSTS													
Scope Description		Direct Labor				Direct Material				Direct Equipment			
Item No.	Description	Direct Labor Hours	Labor Units (Manhours, Crew Hours)	Hourly Wage Rate, Excl. Taxes & Ins.	Total Labor Cost	Quantity	Qty Units	Material Cost Per Unit	Total Material Cost	Quantity	Qty Units	Equipment Cost Per Unit	Total Equipment Cost
A	B	C	D	E	F=C x E	G	H	I	J = G x I	K	L	M	N = K x M
1.01	Spray insulation at 4 science rooms	247.50	Manhours	\$65.00	\$16,087.37	5,165.00	sf	\$2.64	\$13,625.27				\$0.00
1.02					\$0.00				\$0.00				\$0.00
1.03					\$0.00				\$0.00				\$0.00
1.04					\$0.00				\$0.00				\$0.00
1.05					\$0.00				\$0.00				\$0.00
1.06					\$0.00				\$0.00				\$0.00
1.07					\$0.00				\$0.00				\$0.00
1.08					\$0.00				\$0.00				\$0.00
1.09	<b>Subtotal from Estimate Continuation Sheets</b>				\$0.00				\$0.00				\$0.00
1.97	<b>Subtotal (S/T) Direct Costs:</b>			<b>Subtotal Labor</b>	<b>\$16,087.37</b>			<b>Subtotal Material</b>	<b>\$13,625.27</b>			<b>Subtotal Equipment</b>	<b>\$0.00</b>
1.98	<b>Taxes/Insurance:</b>			FICA, FUI, SUI, & Workmens' Comp. _____ % of Labor	\$0.00			Sales Tax 5.3%	\$722.14			Sales Tax _____	
1.99	<b>Total Direct Costs</b>			<b>Total Labor</b>	<b>\$16,087.37</b>			<b>Total Material</b>	<b>\$14,347.41</b>			<b>Total Equipment</b>	<b>\$0.00</b>

SUB-SUBCONTRACT COSTS		
Item No.	Sub-Subcontractor Name (List totals from attached SS-1 forms)	Total Cost
A	B	C
2.01		
2.02		
2.03		
2.04		
2.05		
2.06		
2.99	<b>Total Sub-Subcontract Costs</b>	\$0.00

SUMMARY			
Item No.	Description		Total Cost
3.01	Total Direct Labor Cost	Item 1.99H	\$16,087.37
3.02	Total Direct Material Cost	Item 1.99J	\$14,347.41
3.03	Total Equipment Cost	Item 1.99L	\$0.00
3.04	Subtotal	3.01+3.02+3.03	\$30,434.78
3.05	Overhead and Profit* (%)	15.00%	\$4,565.22
3.06	Total Subcontractor Cost	3.04+3.05	\$35,000.00
3.07	Sub-Subcontractor Cost ***	Item 2.99	\$0.00
3.99	<b>S/C Cost to GC-1 Form***</b>	3.06+3.07	<b>\$35,000.00</b>

**Submitted By**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Note: Mark-up is capped in conformance with the provisions of the General Conditions (CO-7).

\*Limited to 15% on self-performed work.

\*\*Limited to a total of 10%, shared (cumulative total) if multiple tier subs, on subcontracted work. Total mark-up on subcontracted work is calculated on the GC-1 form. See mark-up limitations for a more detailed description.

\*\*\* The subcontractor cost carried forward to GC-1 form does not include mark-up on sub-subcontractor costs. This mark-up is calculated on the GC-1 form. The GC and its subcontractors shall establish how the mark-up is to be distributed among the various subcontractors involved in the work.



---

**[Draft] Fw: Acoustical spray insulation at Science Rooms - CMS project**

---

**From** rmoulton@nielsen-inc.com

**From:** Rivers Kelley <rivers@atspray.com>

**Sent:** Wednesday, November 5, 2025 7:11 PM

**To:** Rocky Moulton <rmoulton@nielsen-inc.com>

**Cc:** Jordan Hale <jordan@atspray.com>; Heath Knott <hknott@nielsen-inc.com>

**Subject:** RE: Acoustical spray insulation at Science Rooms - CMS project

Hey Rocky,

I priced this to Cy a while back in the attached email but I don't think we ever heard back. When Jordan just worked up a price on it, she came up with \$36K; but we can stick with the \$35k that I told Cy. The material / labor breakdown is \$16,500 material & \$18,500 labor.

Let us know if you need anything else on this.

Thanks,  
Rivers Kelley  
President  
ATS Acoustical Thermal Spray, Inc.  
540-676-5778 (mobile)  
[www.atspray.com](http://www.atspray.com)

---

**From:** Jordan Hale <jordan@atspray.com>

**Sent:** Wednesday, November 5, 2025 6:50 PM

**To:** Rivers Kelley <rivers@atspray.com>

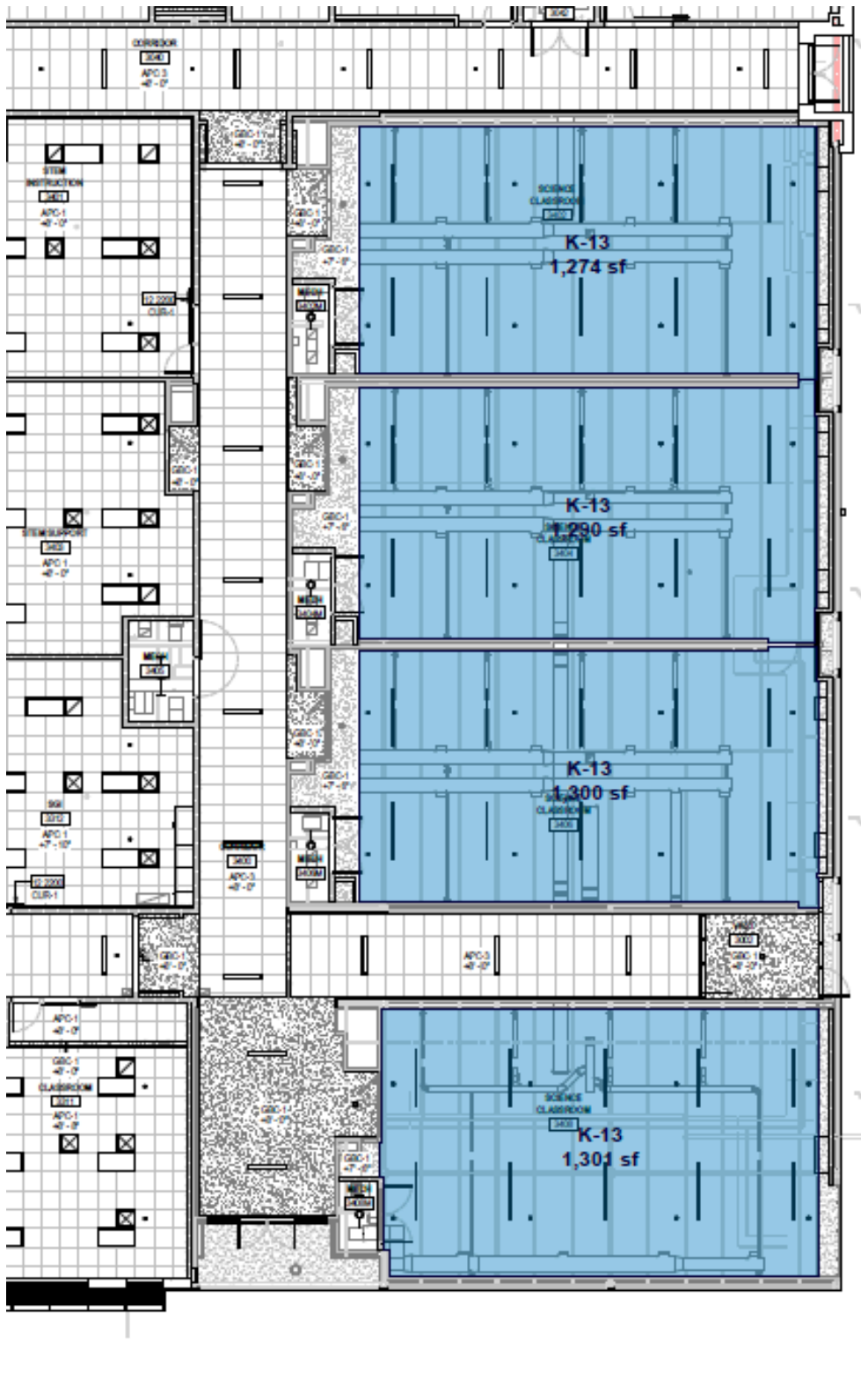
**Subject:** Fw: Acoustical spray insulation at Science Rooms - CMS project

**Jordan Hale** | Estimator

[Jordan@ATSpray.com](mailto:Jordan@ATSpray.com) | C: (703) 477-6426

ATS Acoustical Thermal Spray, Inc.

541 Camilla Ave SE, Roanoke, VA 24014-1802





EINSTEIN'S STROKE OF GENIUS,LLC  
 963 SAWTOOTH OAK CIRCLE  
 HARRISONBURG, VA 22802

PHONE:(540)438-8872

FAX: (540)438-5912

www.einsteinspainting.com

Submitted To:

Nielsen Builders, Inc.  
 3588 Early Road  
 Harrisonburg, VA 22801

## CHANGE ORDER

DATE
8/28/2025

PROJECT	TERMS
Charlottesville Middle School	Net 30

DESCRIPTION OF CHANGES	TOTAL
Change Order for Science Labs refurbishments based on ASi57 plans dated 5/27/25 SA001 as follows:	
Paint 4 science Labs gyp walls & Bulkheads with two coats of latex finish Paint 4 wood doors and 4 HMF with semi-gloss finish Paint exposed ceilings in 4 labs with dryfall flat	18,350.00
NOTE: All Steel angle brackets for sliding door panels need to be welded and bolted in place prior to painting exposed ceilings and prefinished track brackets are to removed prior to painting.	
Price includes a small scissor lift for paint work.	
	<b>TOTAL: \$18,350.00</b>

\* Any alterations from above specifications will result in an adjustment of prices.

APPROVED BY: \_\_\_\_\_

**SUBCONTRACTOR ESTIMATE FOR CHANGE ORDER**

**SC-1**

DGS-30-204  
(Rev. 03/16)

**Project Code:** 20-1293      **General Contractor:** Nielsen Builders, Inc.  
**Agency:** City of Charlottesville      **Subcontractor:** Einstein's Stroke of Genius, L  
**Project:** Charlottesville Middle School      **Subcontractor Trade:** Painting

**Change Description:** Science Lab Refurbishments

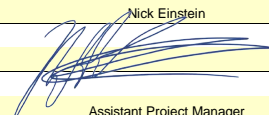
SUBCONTRACTOR DIRECT COSTS													
Scope Description		Direct Labor				Direct Material				Direct Equipment			
Item No.	Description	Direct Labor Hours	Labor Units (Manhours, Crew Hours)	Hourly Wage Rate, Excl. Taxes & Ins.	Total Labor Cost	Quantity	Qty Units	Material Cost Per Unit	Total Material Cost	Quantity	Qty Units	Equipment Cost Per Unit	Total Equipment Cost
A	B	C	D	E	F=C x E	G	H	I	J = G x I	K	L	M	N = K x M
1.01	Paint 4 science Labs gyp walls & Bulkheads with two coats of latex finish	211.00	Crew Hours	\$45.00	\$9,495.00	33.00	Gal	\$21.75	\$717.75	1.00	Units	\$500.00	\$500.00
1.02	Paint 4 wood doors and 4 HMF with semi-gloss finish				\$0.00	1.00	Gal	\$57.92	\$57.92				\$0.00
1.03	Paint exposed ceilings in 4 labs with dryfall flat				\$0.00	85.00	Gal	\$14.50	\$1,232.50				\$0.00
1.04	All Steel angle brackets for sliding door panels need to be welded and				\$0.00	15.00	Gal	\$15.12	\$226.80				\$0.00
1.05	bolted in place prior to painting exposed ceilings and prefinished				\$0.00				\$0.00				\$0.00
1.06	Track brackets are to removed prior to painting				\$0.00				\$0.00				\$0.00
1.07					\$0.00				\$0.00				\$0.00
1.08					\$0.00				\$0.00				\$0.00
1.09	<b>Subtotal from Estimate Continuation Sheets</b>				\$0.00				\$0.00				\$0.00
1.97	<b>Subtotal (S/T) Direct Costs:</b>				<b>\$9,495.00</b>				<b>\$2,234.97</b>				<b>\$500.00</b>
1.98	<b>Taxes/Insurance:</b> FICA, FUI, SUI, & Workmens' Comp.		38.00%	% of Labor	\$3,608.10			Sales Tax 5.3%	\$118.45			Sales Tax 0.0%	
1.99	<b>Total Direct Costs</b>				<b>Total Labor \$13,103.10</b>			<b>Total Material \$2,353.42</b>				<b>Total Equipment \$500.00</b>	

SUB-SUBCONTRACT COSTS		
Item No.	Sub-Subcontractor Name (List totals from attached SS-1 forms)	Total Cost
A	B	C
2.01		
2.02		
2.03		
2.04		
2.05		
2.06		
2.99	<b>Total Sub-Subcontract Costs</b>	\$0.00

SUMMARY			
Item No.	Description		Total Cost
3.01	Total Direct Labor Cost	Item 1.99H	\$13,103.10
3.02	Total Direct Material Cost	Item 1.99J	\$2,353.42
3.03	Total Equipment Cost	Item 1.99L	\$500.00
3.04	Subtotal	3.01+3.02+3.03	\$15,956.52
3.05	Overhead and Profit* (%)	15.00%	\$2,393.48
3.06	Total Subcontractor Cost	3.04+3.05	\$18,350.00
3.07	Sub-Subcontractor Cost**	Item 2.99	\$0.00
3.99	<b>S/C Cost to GC-1 Form***</b>	3.06+3.07	\$18,350.00

**Submitted By**

Name: Nick Einstein

Signature: 

Title: Assistant Project Manager

Date: 8/28/2025

Note: Mark-up is capped in conformance with the provisions of the General Conditions (CO-7).

\*Limited to 15% on self-performed work.

\*\*Limited to a total of 10%, shared (cumulative total) if multiple tier subs, on subcontracted work. Total mark-up on subcontracted work is calculated on the GC-1 form. See mark-up limitations for a more detailed description.

\*\*\* The subcontractor cost carried forward to GC-1 form does not include mark-up on sub-subcontractor costs. This mark-up is calculated on the GC-1 form. The GC and its subcontractors shall establish how the mark-up is to be distributed among the various subcontractors involved in the work.

**SUBCONTRACTOR ESTIMATE FOR CHANGE ORDER**

**SC-1**

DGS-30-204  
(Rev. 03/16)

**Project Code:** 20-1293      **General Contractor:** Nielsen Builders, Inc.  
**Agency:** City of Charlottesville      **Subcontractor:** Einstein's Stroke of Genius, L  
**Project:** Charlottesville Middle School      **Subcontractor Trade:** Painting

**Change Description:** Science Lab Refurbishments

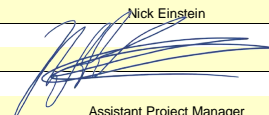
SUBCONTRACTOR DIRECT COSTS													
Scope Description		Direct Labor				Direct Material				Direct Equipment			
Item No.	Description	Direct Labor Hours	Labor Units (Manhours, Crew Hours)	Hourly Wage Rate, Excl. Taxes & Ins.	Total Labor Cost	Quantity	Qty Units	Material Cost Per Unit	Total Material Cost	Quantity	Qty Units	Equipment Cost Per Unit	Total Equipment Cost
A	B	C	D	E	F=C x E	G	H	I	J = G x I	K	L	M	N = K x M
1.01	Paint 4 science Labs gyp walls & Bulkheads with two coats of latex finish	211.00	Crew Hours	\$45.00	\$9,495.00	33.00	Gal	\$21.75	\$717.75	1.00	Units	\$500.00	\$500.00
1.02	Paint 4 wood doors and 4 HMF with semi-gloss finish				\$0.00	1.00	Gal	\$57.92	\$57.92				\$0.00
1.03	Paint exposed ceilings in 4 labs with dryfall flat				\$0.00	85.00	Gal	\$14.50	\$1,232.50				\$0.00
1.04	All Steel angle brackets for sliding door panels need to be welded and				\$0.00	15.00	Gal	\$15.12	\$226.80				\$0.00
1.05	bolted in place prior to painting exposed ceilings and prefinished				\$0.00				\$0.00				\$0.00
1.06	Track brackets are to removed prior to painting				\$0.00				\$0.00				\$0.00
1.07					\$0.00				\$0.00				\$0.00
1.08					\$0.00				\$0.00				\$0.00
1.09	<b>Subtotal from Estimate Continuation Sheets</b>				\$0.00				\$0.00				\$0.00
1.97	<b>Subtotal (S/T) Direct Costs:</b>				<b>\$9,495.00</b>				<b>\$2,234.97</b>				<b>\$500.00</b>
1.98	<b>Taxes/Insurance:</b> FICA, FUI, SUI, & Workmens' Comp.		38.00%	% of Labor	\$3,608.10			Sales Tax 5.3%	\$118.45			Sales Tax 0.0%	
1.99	<b>Total Direct Costs</b>				<b>Total Labor \$13,103.10</b>				<b>Total Material \$2,353.42</b>				<b>Total Equipment \$500.00</b>

SUB-SUBCONTRACT COSTS		
Item No.	Sub-Subcontractor Name (List totals from attached SS-1 forms)	Total Cost
A	B	C
2.01		
2.02		
2.03		
2.04		
2.05		
2.06		
2.99	<b>Total Sub-Subcontract Costs</b>	\$0.00

SUMMARY			
Item No.	Description		Total Cost
3.01	Total Direct Labor Cost	Item 1.99H	\$13,103.10
3.02	Total Direct Material Cost	Item 1.99J	\$2,353.42
3.03	Total Equipment Cost	Item 1.99L	\$500.00
3.04	Subtotal	3.01+3.02+3.03	\$15,956.52
3.05	Overhead and Profit* (%)	15.00%	\$2,393.48
3.06	Total Subcontractor Cost	3.04+3.05	\$18,350.00
3.07	Sub-Subcontractor Cost**	Item 2.99	\$0.00
3.99	<b>S/C Cost to GC-1 Form***</b>	3.06+3.07	\$18,350.00

**Submitted By**

Name: Nick Einstein

Signature: 

Title: Assistant Project Manager

Date: 8/28/2025

Note: Mark-up is capped in conformance with the provisions of the General Conditions (CO-7).

\*Limited to 15% on self-performed work.

\*\*Limited to a total of 10%, shared (cumulative total) if multiple tier subs, on subcontracted work. Total mark-up on subcontracted work is calculated on the GC-1 form. See mark-up limitations for a more detailed description.

\*\*\* The subcontractor cost carried forward to GC-1 form does not include mark-up on sub-subcontractor costs. This mark-up is calculated on the GC-1 form. The GC and its subcontractors shall establish how the mark-up is to be distributed among the various subcontractors involved in the work.

November 13, 2025

**To:** Nielsen Builders  
3588 Early Rd,  
Harrisonburg, VA 22801

**Attention:** Rocky Moulton

**Reference:** Charlottesville Middle School IFB# 23-59

**Subject:** CO-059 Science Rooms Refurbishment

Rocky,

You will find below our Scope of Work, Clarifications and Total Cost associated with CO-059:

**\$8,998.<sup>70</sup>**

**Scope**

1. Make science rooms electrically ready for future refurbishment plans, per SA001 (drawing).

**Clarifications**

1. We have priced this change with regular working hours and conditions.
2. We provided a breakdown of Labor and Materials for this change.
3. We have revised this quote without drawings and final locations, scaling distance reasonably from SA001. Both Moore's and Spectrum Integrators reserve the right to amend this work pending the final drawings.
4. We provided a proposal from Spectrum Integrators detailing their equipment and labor.
5. We are providing this based on site visit and inspection of science rooms in the east side of Area E and conversations with Nielsen. We understand the partitioning walls are to be removed, and televisions (with data jacks) are to be installed following electrical rough in. Accordingly, we have priced this change order based on the labor and materials necessary to demo outlets and relocate them, plus the raceway needed to exit the classrooms, stopping out in the hallway where data cable will then be routed on j-hooks (unrelated to this change as they will be existing in the future) to IT 3301.

Please contact us with any questions regarding the proposal, thank you.

Submitted by:  
*Chad Siehien*  
Chad Siehien  
Assistant Project Manager

# CHANGE PROPOSAL

**Moore's Electrical & Mechanical, Inc.**  
 Commercial Construction Services  
 1125 Stoney Ridge Rd  
 Charlottesville, VA 22902

**Moore's #** 59  
**Date:** 11/13/2025  
**Project Name:** Charlottesville Middle School  
**Project Number:** CEC230010  
**Page Number:** 1

Client Address:

**Nielsen Builders**  
 Contact: Rocky Moulton  
 3588 Early Rd  
 Harrisonburg, VA 22801

---

## Work Description

**CO-059 Science Classrooms Refurbishment**

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.  
 This price is good for acceptance within **10** days from the date of receipt.  
 We request a time extension of **3** days.

We will supply and install all materials, labor, and equipment as per your instructions on **Moore's # 59**.

---

## Itemized Breakdown

Description	Qty U	Net Price	Total Mat.	Labor U	Total Hrs.
3/4" EMT	100 C	125.94	125.94	4.63 C	5.32
1 1/4" EMT	300 C	351.98	1,055.94	6.99 C	24.12
3/4" EMT STRAP 1-H	20 C	25.71	5.14	4.00 C	0.92
1 1/4" EMT STRAP 1-H	20 C	58.53	11.71	5.74 C	1.32
#12 THHN LV	360 M	221.50	79.74	5.86 M	2.43
4" SQ BOX 1-1/2 D COMBO	8 C	331.61	26.53	26.28 C	2.42
20A 125V GFI REC	4 C	1,650.00	66.00	31.25 C	1.44
1/4" BOLT (PLATED)	50 C	27.72	13.86	2.28 C	1.31
3/4"x8 S-TAP SCREW	200 C	5.98	11.96	2.28 C	5.24
BC12P 3/4 EMT 1/2 FLG	24 C	280.58	67.34	12.58 C	3.47
DEMO RECEPTACLE	4 E	0.00	0.00	0.23 E	0.92
DEMO 4 IN SQ JB	4 E	0.00	0.00	0.23 E	0.92
DEMO EMT/WIRE 1"	40 E	0.00	0.00	2.86 C	1.14
<b>Totals</b>	<b>1,134</b>		<b>1,464.16</b>		<b>50.97</b>

---

## Summary

General Materials		1,464.16
Material Tax	(@ 5.300 %)	77.60
<b>Total Material</b>		<b>1,541.76</b>
JOURNEYMAN	(50.97 Hrs @ \$52.00)	2,650.44
FOREMAN @ 25%	(12.74 Hrs @ \$55.00)	700.70
CO-ADMINISTRATION	(2.00 Hrs @ \$55.00)	110.00

## CHANGE PROPOSAL

**CHANGE PROPOSAL**

Client Address:

**Moore's #**

**59**

**Moore's Electrical & Mechanical, Inc.**  
Commercial Construction Services  
Charlottesville, VA 22902

**Nielsen Builders**  
3588 Early Rd  
Harrisonburg, VA 22801

**Date:**

11/13/2025

**Project Name:**

Charlottesville Middle School

**Project Number:**

CEC230010

**Page Number:**

2

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**Summary (Cont'd)**

Labor Burden	(@ 19.000 %)	657.62
<b>Subtotal</b>		<b>5,660.52</b>
Overhead	(@ 15.000 %)	849.08
<b>Subtotal</b>		<b>6,509.60</b>
SPECTRUM INTEGRATORS	(\$2,400.00 + 0.000 % + 0.000 % + 0.000 %)	2,400.00
<b>Subtotal</b>		<b>8,909.60</b>
Bond	(@ 1.000 %)	89.10
<b>Final Amount</b>		<b>\$8,998.70</b>



CITY OF CHARLOTTESVILLE

**CHARLOTTESVILLE MIDDLE SCHOOL**

1000 CHERRY AVENUE  
 CHARLOTTESVILLE, VA 22903

Client Project Number  
 VMDO Project Number **20 1293**

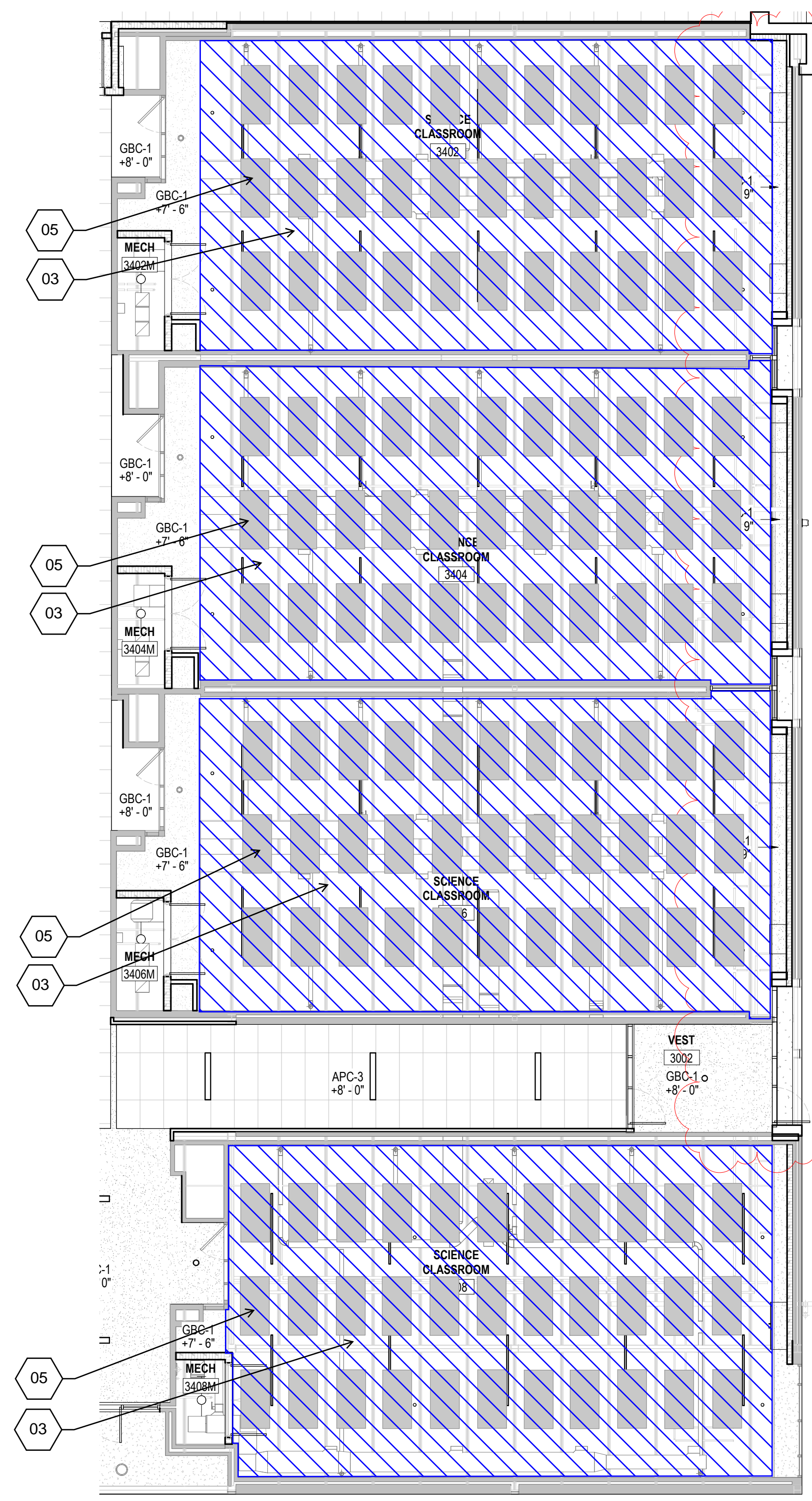


Checked By  
 Drawn By

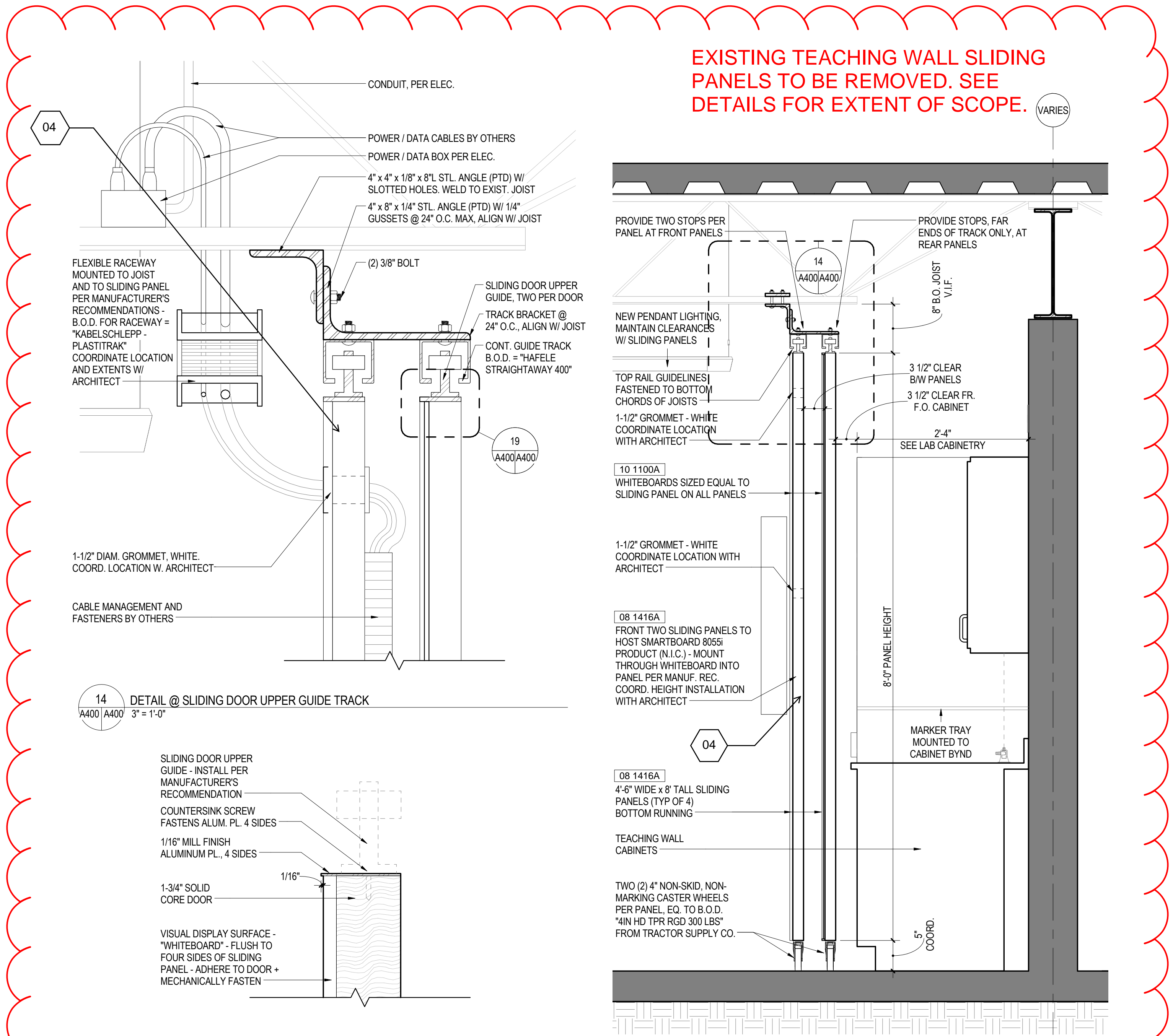
**KAT  
 NRF**

**SCOPE OF WORK KEYNOTES**

01. REMOVE LOWER CABINET DOORS AND ASSOCIATED HARDWARE. PATCH HOLES IN EXISTING CASEWORK
02. CAREFULLY REMOVE EXISTING CASEWORK AND COUNTERTOP. REPLACE EXPOSED SIDE PANELS AS NECESSARY.
03. EXPOSED CEILINGS TO RECEIVE SPRAY-APPLIED CELLULOSIC INSULATION WITH INTEGRAL COLOR TO MATCH PT-4. STRUCTURAL ELEMENTS TO BE PAINTED TO MATCH PT-4. SPRAY CEILING AFTER REROOFING WORK IS COMPLETED. TOP CHORD OF EXISTING JOISTS TO BE FULLY COVERED BY SPRAY. STRUCTURAL MEMBERS AND MEP ELEMENTS BELOW SPRAY LINE TO BE MASKED PRIOR TO SPRAYING.
04. CAREFULLY REMOVE EXISTING TEACHING WALL SLIDING PANELS AND ASSOCIATED HARDWARE. DISCONNECT ELECTRICAL RACEWAY FROM POWER/DATA BOX.
05. REMOVE EXISTING DECK MOUNTED ABSORPTIVE FOAM SHEETS.
06. BASE BID CASEWORK TO BE REMOVED FROM SCOPE. PROVIDE CREDIT TO OWNER.
07. TYP. TEACHING WALL. CENTERED ON ELEVATION. MARKERBOARDS TO BE MAGNETIC. PROVIDE ADDITIONAL BLOCKING REQUIRED TO MOUNT VIEWSONIC TV, CONFIRM REQUIREMENTS WITH OWNER.
08. PROVIDE BLOCKING REQUIRED TO MOUNT VIEWSONIC TV, CONFIRM REQUIREMENTS WITH OWNER.
09. REMOVE GAS OUTLET AND CAP GAS LINE. PURGE LINES PRIOR TO WORK.
10. INSTALL W 2'-4" x H 3'-0" MAGNETIC MARKERBOARD TO FACE OF EXHAUST HOOD, TYP. @ ALL HOODS



**1 REFLECTED CEILING PLAN - LEVEL 3, AREA E**  
 A301/A235 18" = 1'-0"

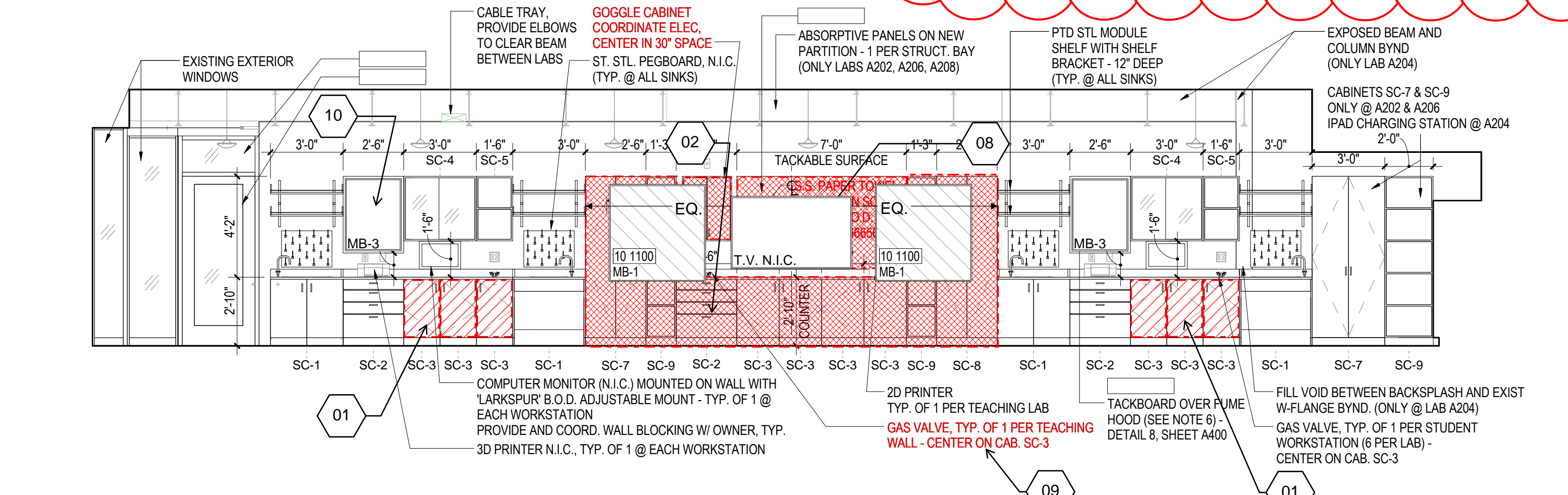


**19 TYPICAL SLIDING PANEL DETAIL**  
 6" = 1'-0"

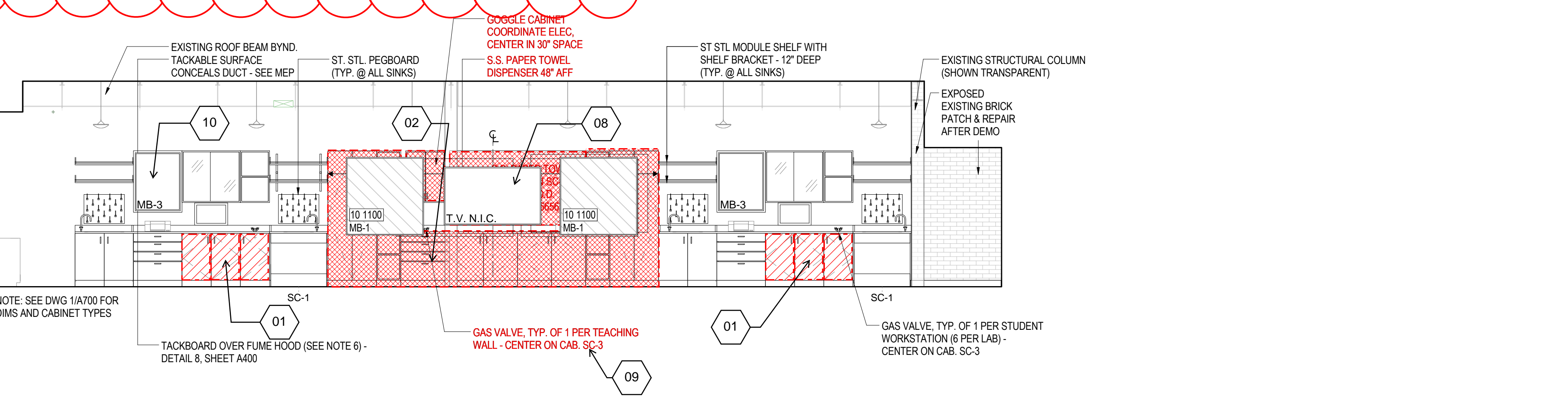
**20 SECTION DETAIL @ TEACHING WALL SLIDING PANELS**  
 1" = 1'-0"

**FINISH SCHEDULE**

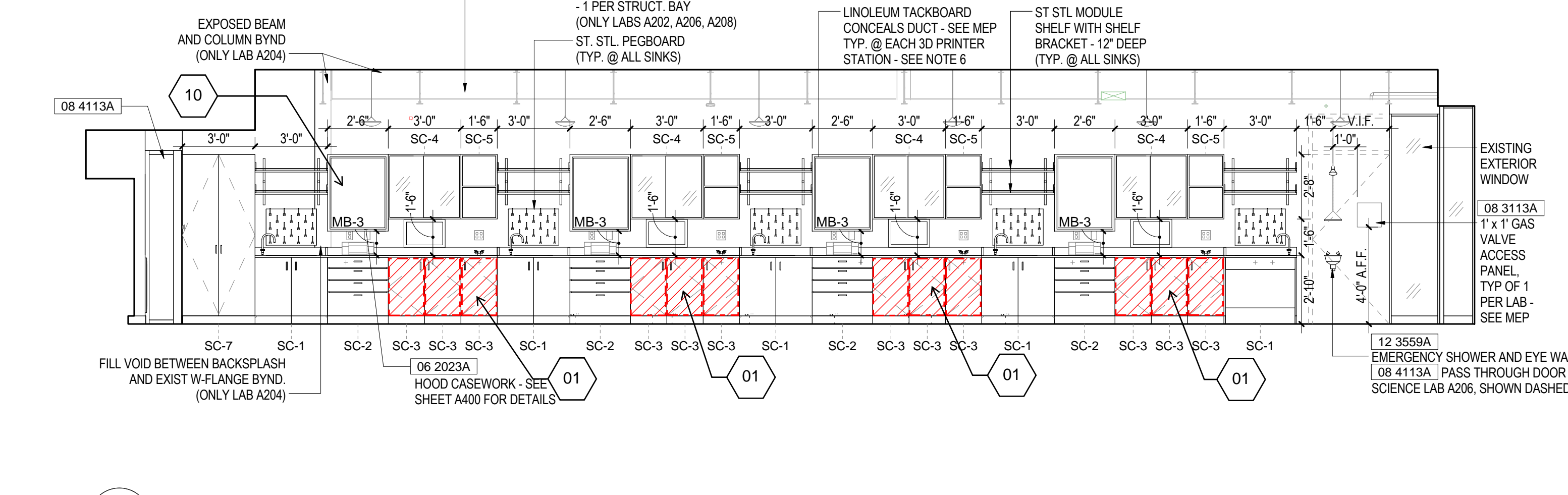
RM. NO.	ROOM NAME	FLOOR FINISH	BASE FINISH	WALL FINISH	CEILING FINISH	ROOM COMMENTS
3402	SCIENCE CLASSROOM	SC-1	RB-1	PT	EXP	WALLS TO RECEIVE NEW COAT OF PT-2
3402M	MECH	SC-1	RB-1	PT	EXP	
3403	STEM SUPPORT	ETR	RB-1	PT	APC-1	
3404	SCIENCE CLASSROOM	SC-1	RB-1	PT	EXP	WALLS TO RECEIVE NEW COAT OF PT-2
3404M	MECH	SC-1	RB-1	PT	EXP	
3405	MECH	SC-1	RB-1	PT	EXP	
3406	SCIENCE CLASSROOM	SC-1	RB-1	PT	EXP	WALLS TO RECEIVE NEW COAT OF PT-2
3406M	MECH	SC-1	RB-1	PT	EXP	
3408	SCIENCE CLASSROOM	SC-1	RB-1	PT	EXP	WALLS TO RECEIVE NEW COAT OF PT-2
3408M	MECH	SC-1	RB-1	PT	EXP	



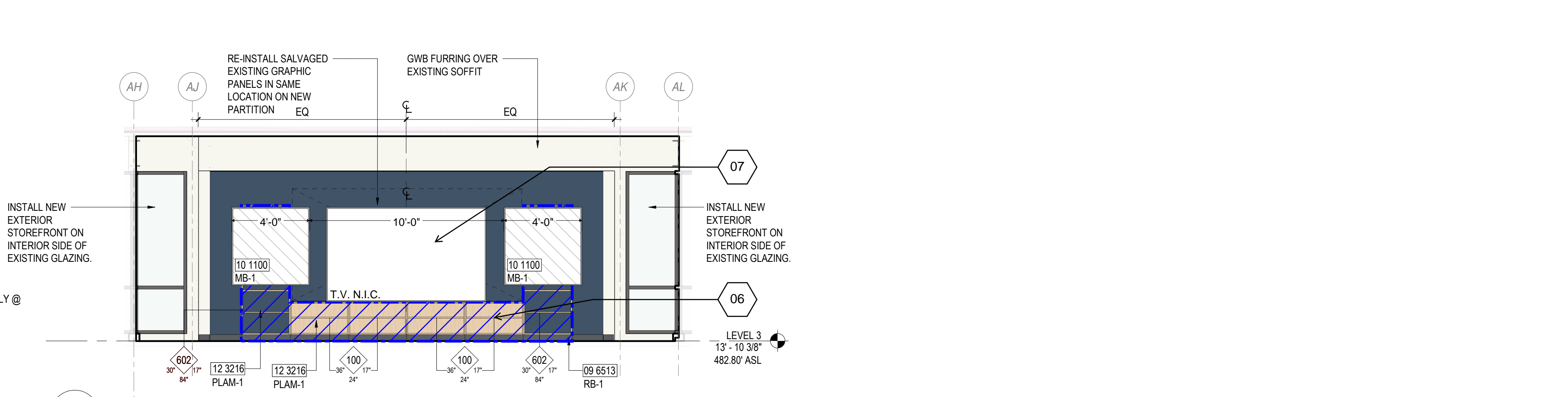
**1 INTERIOR ELEVATION - SCIENCE LABS A202, A204, A206 - SOUTH**  
 1/4" = 1'-0"



**9 INTERIOR ELEVATION - SCIENCE LAB A208 - SOUTH**  
 1/4" = 1'-0"



**5 INTERIOR ELEVATION - SCIENCE LABS A202, A204, A206 - NORTH**  
 1/4" = 1'-0"



**4 AREA E SCIENCE - WEST ELEVATION**  
 A134/A729 1/4" = 1'-0"

**CHARLOTTESVILLE MIDDLE SCHOOL - SCIENCE LAB REFURBISHMENT**

# SPECTRUM INTEGRATORS

1135 Millmont St, Charlottesville, Virginia 22903  
sales@spectrumintegrators.com  
(434) 977-2797  
VA DCJS 11-17121  
Class A 2705165593

# PROPOSAL

Project: SPECT-2236

Revision: 10  
Modified: 6/20/2022

Moore's Electrical  
Charlottesville Middle School

1125 Stoney Ridge Road  
Charlottesville, VA 22902

# Price Summary

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	<b>Total</b>
Equipment:	\$531.00
Labor:	\$510.00
Sales Tax:	\$28.14
<b>Grand Total:</b>	<del><b>\$1,069.14</b></del>

\$2400.00

## Scope of Work

---

Revised & detailed quote from  
Spectrum to follow

Cable and labor for 4 additional cable pulls from Science Classrooms to IT room 3301

## Terms

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<b>Payment Schedule</b>	<b>Amount</b>
Per Contract	\$1,069.14

**Prices in this proposal are valid for 60 days.**



# Warranty

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## Standard Workmanship Warranty:

Spectrum Integrators warrants that its installation services will be free of defects in workmanship for a period of 1 year following completion of the installation. The warranty period begins upon substantial completion of the project. Any services requested that fall outside this warranty will be subject to the following service rates:

- Weekdays, 8am- 5pm - \$150 per hour plus travel
- Emergency, off hours, and weekends - \$175 per hour plus travel

## Manufacturer's Warranty:

All equipment in this project will carry the manufacturer's published warranty terms and conditions. The warranty period begins upon substantial completion of the project. Though most manufacturer's warranties typically cover parts and labor to repair the equipment, the costs of system diagnostics, removal, replacement and post repair testing along with shipping cost to return the equipment to the manufacturer are not typically included with equipment warranties and are subject to service labor costs.

## Non-Warranty Support:

Any services requested that fall outside the warranty conditions will be subject to the following service rates:

- Weekdays, 8am- 5pm - \$150 per hour
- Emergency, off hours, and weekends - \$175 per hour plus travel

Note: labor rates are subject to change.

# Agreement

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By Signing below, the client agrees to the terms of this proposal and will enter a contractual agreement with Spectrum Integrators beginning on the date of signing.

---

**Client:**            **Jonathan Kendrick**

---

**Date**

---

**Contractor:**    **Spectrum Integrators**

---

**Date**



# Itemized List

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## Unassigned

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Qty	Part		Description	Price	Total
1000	<b>UN884031714/10</b>	Commscope	CAT6A- 23-4P UTP-RISER SOL BC CAT6A CS44R YEL C6A 4/23 U/UTP CPK 1KFT	\$531.00	<b>\$531.00</b>

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**Unassigned Total**

Labor: **\$510.00** Price: **\$531.00**





**SUB-SUBCONTRACTOR ESTIMATE FOR CHANGE ORDER**

**SS-1**

DGS-30-208  
(Rev. 03/16)

<b>Project Code:</b> IFB# 23-59	<b>General Contractor:</b> Nielsen Builders, Inc.
<b>Agency:</b> City of Charlottesville	<b>Subcontractor:</b> Moore's Electrical & Mechanical, Inc.
<b>Project:</b> Charlottesville Middle School	<b>Sub-Subcontractor:</b> Spectrum Integrators
	<b>Sub-Subcontractor Trade:</b> Fire Alarm Contractor

**Change Description:** Science Rooms Refurbishment

SUB-SUBCONTRACTOR DIRECT COSTS													
Scope Description		Direct Labor				Direct Material				Direct Equipment			
Item No.	Description	Direct Labor Hours	Labor Units (Manhours, Crew Hours)	Hourly Wage Rate, Excl. Taxes & Ins.	Total Labor Cost	Quantity	Qty Units	Material Cost Per Unit	Total Material Cost	Quantity	Qty Units	Equipment Cost Per Unit	Total Equipment Cost
A	B	C	D	E	F=C x E	G	H	I	J = G x I	K	L	M	N = K x M
1.01	Equipment				\$0.00	1.00		\$531.00	\$531.00	1.00			\$0.00
1.02	Labor	10.00	Manhours	\$51.00	\$510.00				\$0.00	0.00	0	\$0.00	\$0.00
1.03					\$0.00				\$0.00				\$0.00
1.04					\$0.00				\$0.00				\$0.00
1.05					\$0.00				\$0.00				\$0.00
1.06					\$0.00				\$0.00				\$0.00
1.07					\$0.00				\$0.00				\$0.00
1.08					\$0.00				\$0.00				\$0.00
1.09	<b>Subtotal from Estimate Continuation Sheets</b>				\$0.00				\$0.00				\$0.00
1.97	<b>Subtotal (S/T) Direct Costs:</b>			<b>Subtotal Labor</b>	<b>\$510.00</b>			<b>Subtotal Material</b>	<b>\$531.00</b>			<b>Subtotal Equipment</b>	<b>\$0.00</b>
1.98	<b>Taxes/Insurance:</b>		FICA, FUI, SUI, & Workmens' Comp.	% of Labor	\$0.00		Sales Tax	5.3%	\$28.14		Sales Tax		
1.99	<b>Total Direct Costs</b>			<b>Total Labor</b>	\$510.00			<b>Total Material</b>	\$559.14			<b>Total Equipment</b>	\$0.00

SUMMARY			
Item No.	Description		Total Cost
3.01	Total Direct Labor Cost	Item 1.99H	\$510.00
3.02	Total Direct Material Cost	Item 1.99J	\$559.14
3.03	Total Equipment Cost	Item 1.99L	\$0.00
3.04	Subtotal	3.01+3.02+3.03	\$1,069.14
3.05	Overhead and Profit* (%)	0.00%	\$0.00
3.99	<b>Total Sub-Subcontractor</b>		<b>\$1,069.14</b>

**Submitted By**

Name: Donnie Dyer

Signature: \_\_\_\_\_

Title: PM

Date: 9/3/2025

**\$2400**  
**Final SS-1 to follow**

Note: Mark-up is capped in conformance with the provisions of the General Conditions (CO-7).  
\*Limited to 15% on self-performed work. See Mark-up limitations for a more detailed description.



---

**RE: CMS- Science Lab Refurbishment**

---

**From** Jody Fox <Jody.Fox@mcdanielcs.com>

**Date** Sun 9/7/2025 5:26 PM

**To** Cy Alderman <calderman@nielsen-inc.com>

**Cc** Rocky Moulton <rmoulton@nielsen-inc.com>; Heath Knott <hknott@nielsen-inc.com>;  
Theresa Moss <theresa.moss@mcdanielcs.com>; Sean Jones <Sean.Jones@mcdanielcs.com>

Heath

Is this going if so will it be a CO to contract? I need to get it logged or crossed off.

Thanks

**Jody Fox**  
**VPO / Project Manager**  
McDaniel Contractor Services, LLC  
P.O Box 61  
Elkton, VA 22827  
Office: 540/298-2078 ext: 233  
Cell: 540/578-5098

---

**From:** Jody Fox

**Sent:** Monday, August 25, 2025 3:45 PM

**To:** Cy Alderman <calderman@nielsen-inc.com>

**Cc:** Rocky Moulton <rmoulton@nielsen-inc.com>; Heath Knott <hknott@nielsen-inc.com>

**Subject:** RE: CMS- Science Lab Refurbishment

CY,

The only thing I see in here that we would have is some rubber base. plug in \$2,500 for the new base. not sure if there will be any patching of walls but if so, we will do on ticket as no way to Quantify.

Thanks

**Jody Fox**  
**VPO / Project Manager**  
McDaniel Contractor Services, LLC



14200 Michaux Glen Drive  
 Midlothian, VA 23113  
 Phone: (804) 794-3044  
 Fax: (804) 794-3062

**Change Request**

**To:** heath Knott  
 Nielsen Builders, Inc.  
 600 East Water Street  
 Suite H  
 Charlottesville, VA 22901

**Number:** 5  
**Date:** 8/25/25  
**Job:** 22-01-0700 Buford Middle School  
**Phone:** Specialties

**Description:** Area E Science rooms Refurb

We are pleased to offer the following specifications and pricing to make the following changes:

This change order is to supply and isntall Marker boards in the Science Lab Refurbishment:  
 QTY 20 2'6 x 3' markerboard with trim- no maprails or chalk trays  
 QTY 16 4' x 4' marker boards with map rail and trays

Material \$8000.00  
 Freight \$600.00  
 Labor \$3500.00  
 OH&P \$1815.00  
 Tax \$557.40

The total amount to provide this work is ..... \$14,472.40

If you have any questions, please contact me at .

Submitted by: Tammy Williams

Approved by: \_\_\_\_\_  
 Date: \_\_\_\_\_



14200 Michaux Glen Drive  
 Midlothian, VA 23113  
 Phone: (804) 794-3044  
 Fax: (804) 794-3062

### Change Request 5 Price Breakdown Continuation Sheet

**Description:** Area E Science rooms Refurb

Description	Quantity	Unit	Unit Price	Price
Visual Display	1.00		\$8,000.00	\$8,000.00
Visual Display	1.00		\$600.00	\$600.00
Nycom Employee OH	1.00		\$3,500.00	\$3,500.00

	<b>Subtotal:</b>	<b>\$12,100.00</b>
OH&p material	\$8,600.00	15.00%
OH&P Labor	\$3,500.00	15.00%
Tax	\$9,290.00	6.00%
	<b>Total:</b>	<b>\$14,472.40</b>



CITY OF CHARLOTTESVILLE

**CHARLOTTESVILLE MIDDLE SCHOOL**

1000 CHERRY AVENUE  
 CHARLOTTESVILLE, VA 22903

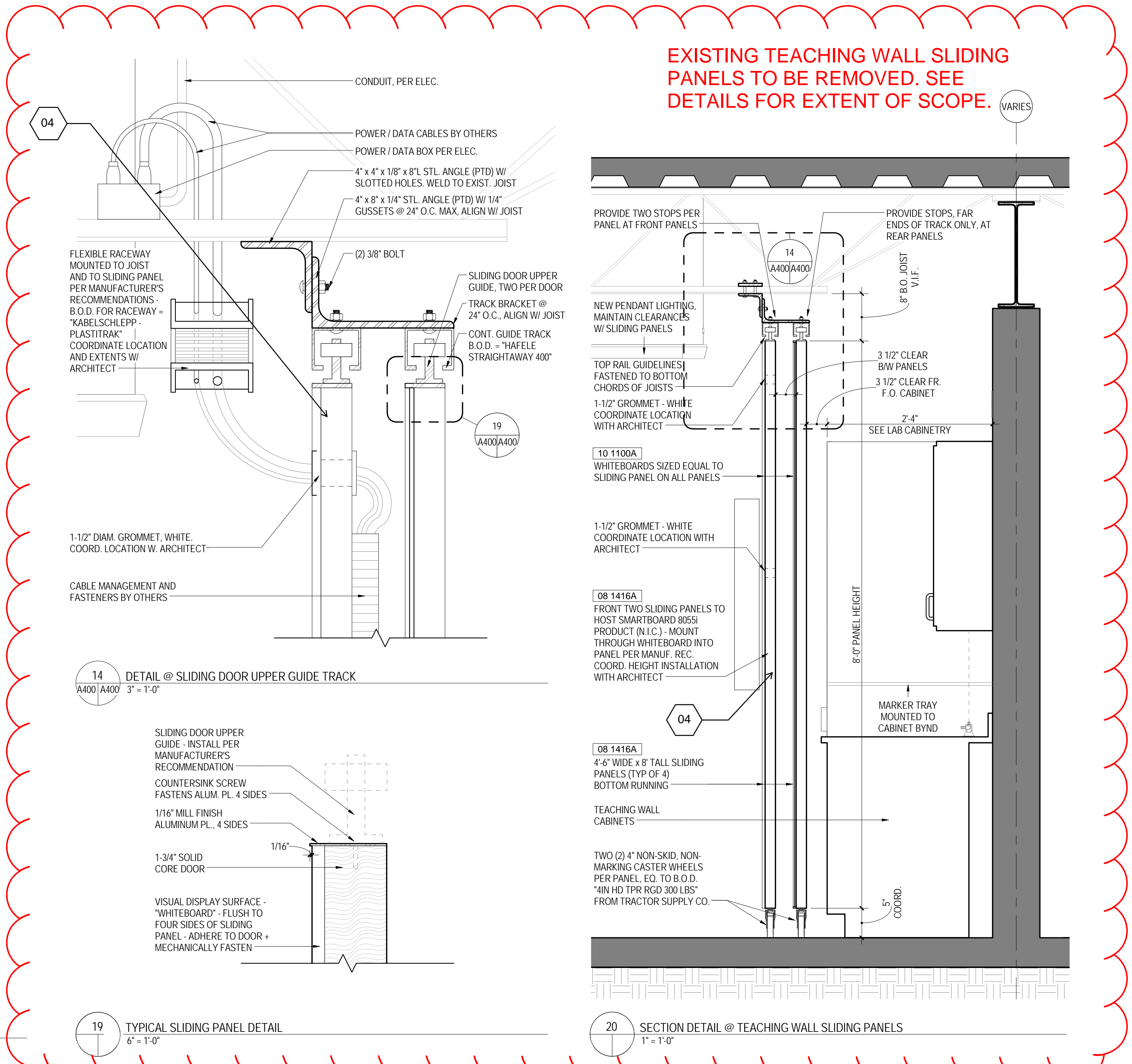
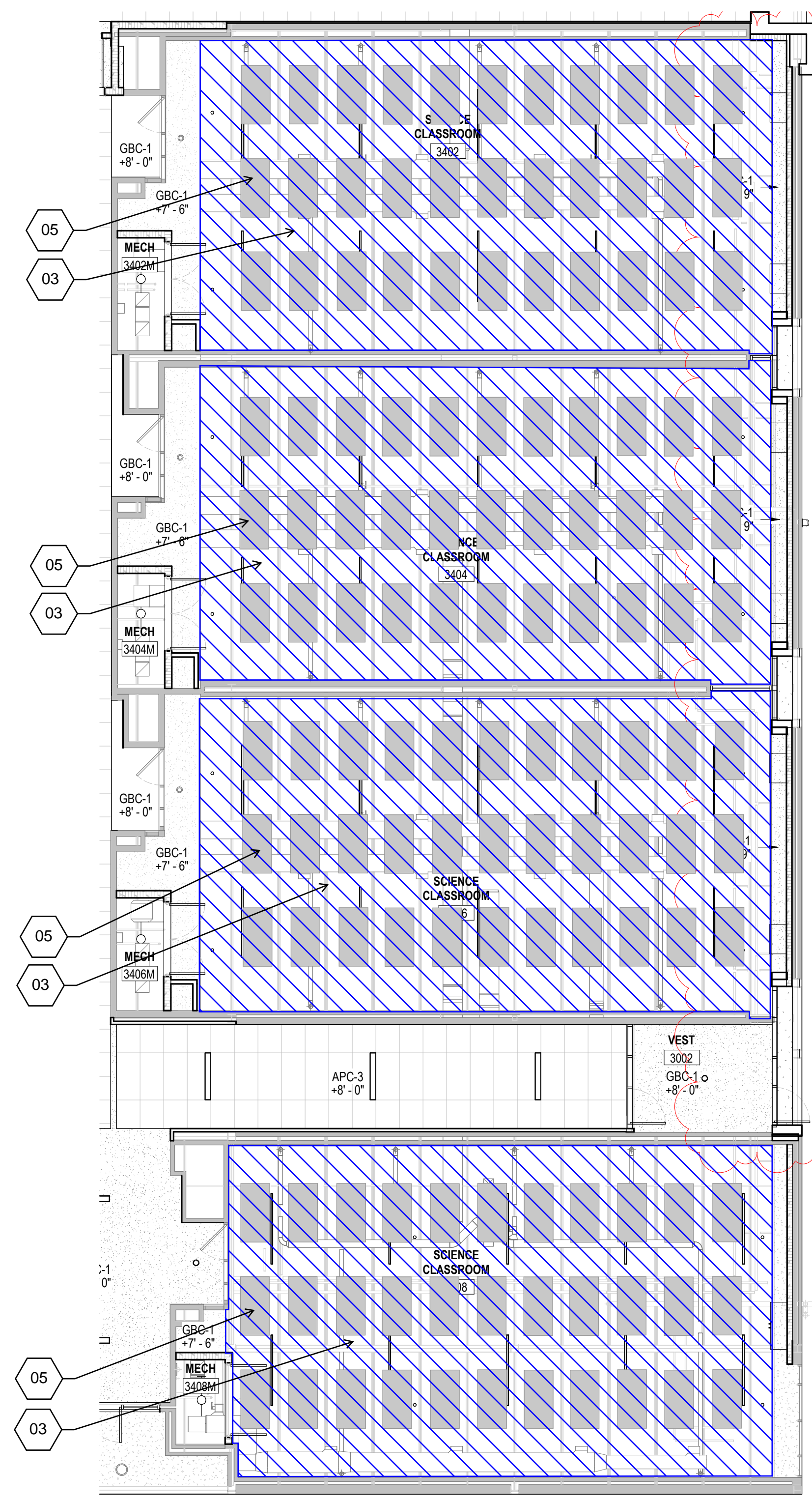
Client Project Number  
 VMDO Project Number **20 1293**



Checked By **KAT**  
 Drawn By **NRF**

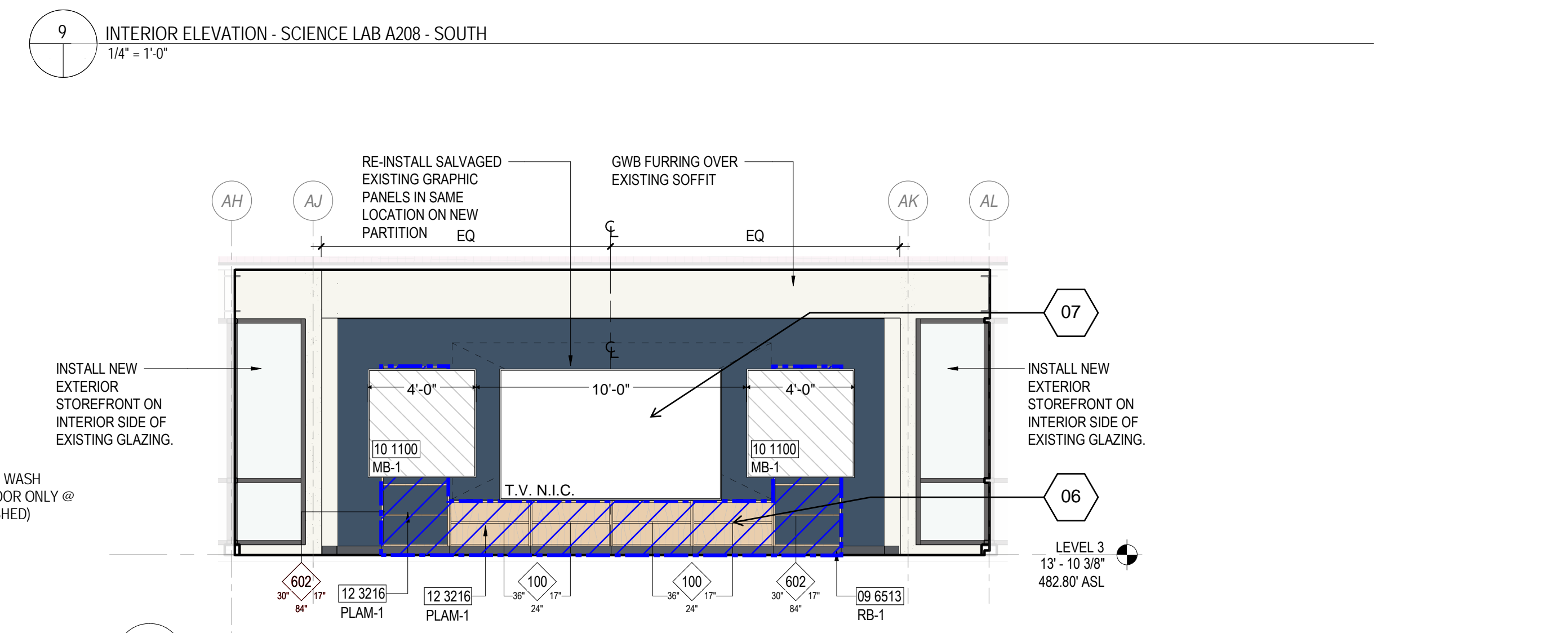
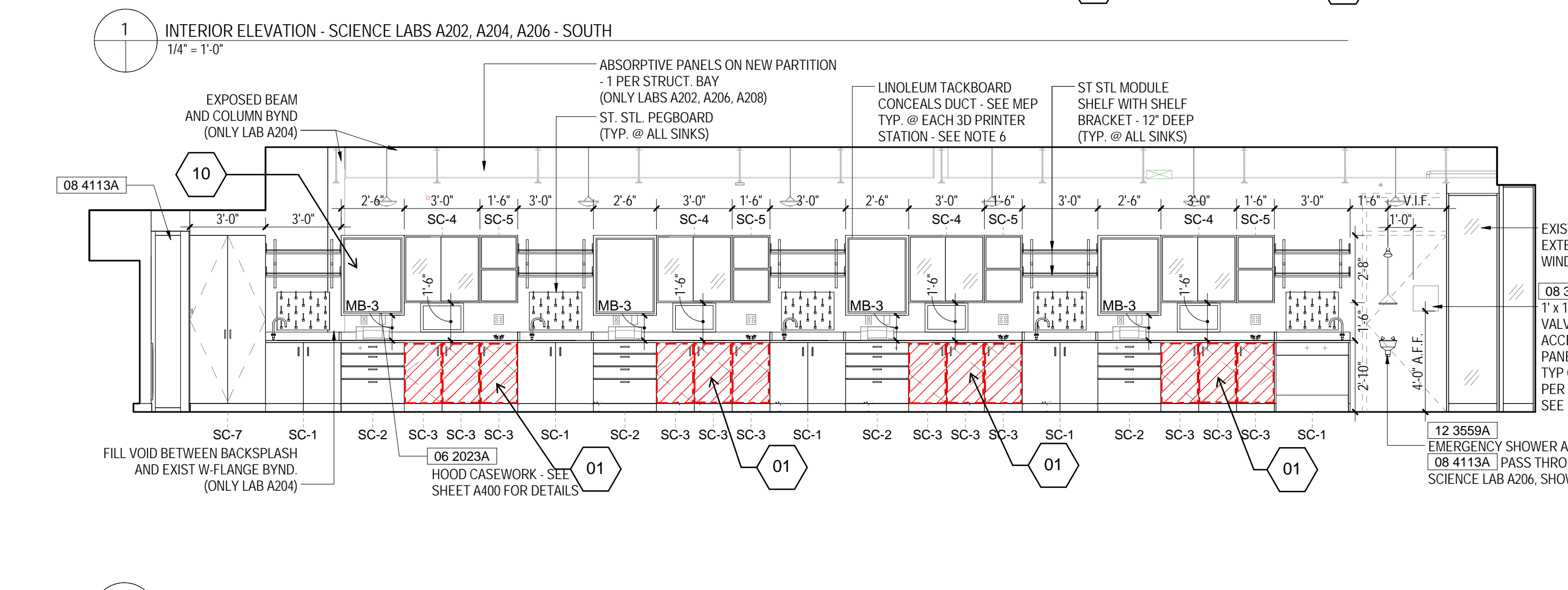
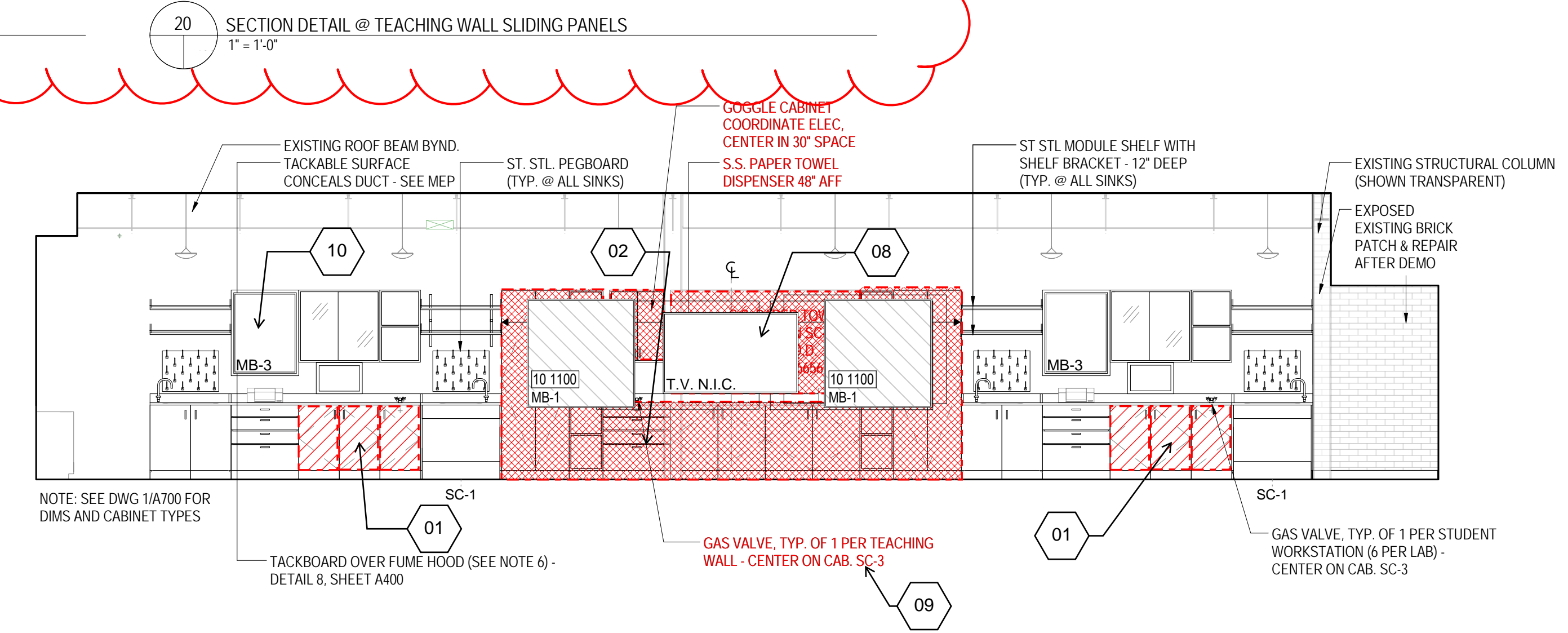
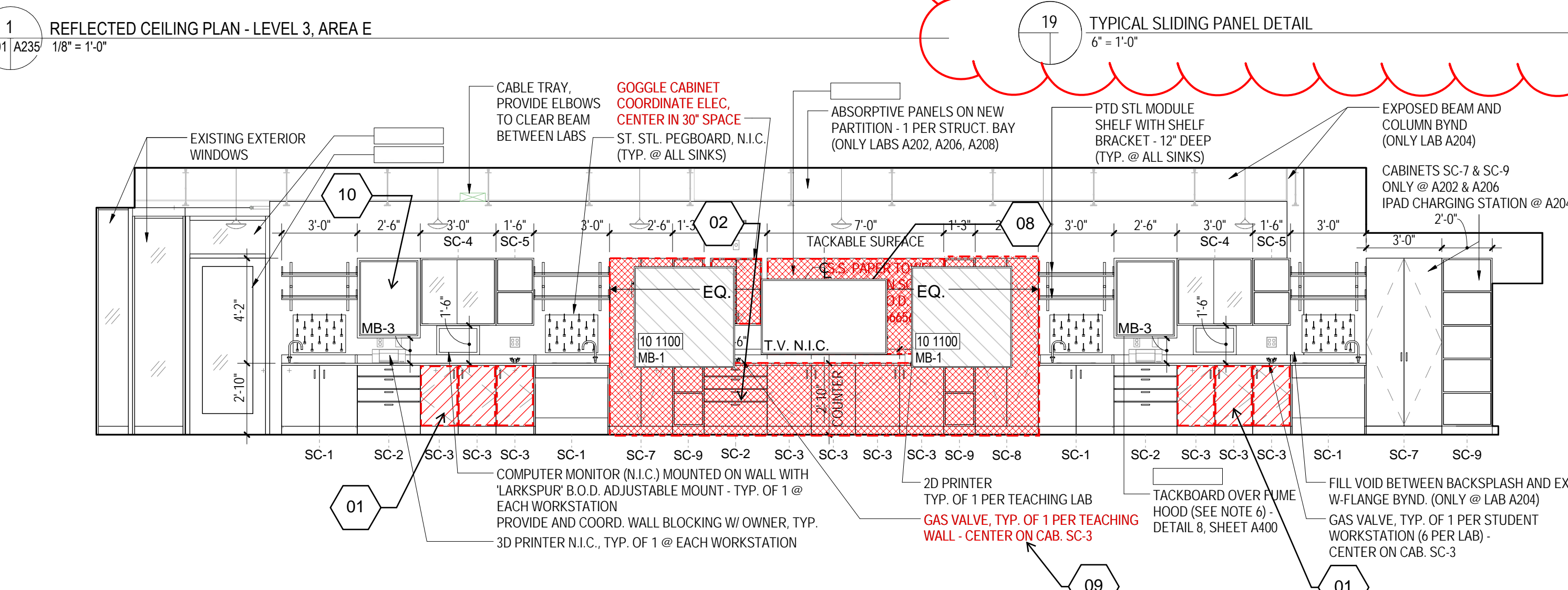
**SCOPE OF WORK KEYNOTES**

01. REMOVE LOWER CABINET DOORS AND ASSOCIATED HARDWARE. PATCH HOLES IN EXISTING CASEWORK
02. CAREFULLY REMOVE EXISTING CASEWORK AND COUNTERTOP. REPLACE EXPOSED SIDE PANELS AS NECESSARY.
03. EXPOSED CEILINGS TO RECEIVE SPRAY-APPLIED CELLULOSIC INSULATION WITH INTEGRAL COLOR TO MATCH PT-4. STRUCTURAL ELEMENTS TO BE PAINTED TO MATCH PT-4. SPRAY CEILING AFTER REROOFING WORK IS COMPLETED. TOP CHORD OF EXISTING JOISTS TO BE FULLY COVERED BY SPRAY. STRUCTURAL MEMBERS AND MEP ELEMENTS BELOW SPRAY LINE TO BE MASKED PRIOR TO SPRAYING.
04. CAREFULLY REMOVE EXISTING TEACHING WALL SLIDING PANELS AND ASSOCIATED HARDWARE. DISCONNECT ELECTRICAL RACEWAY FROM POWER/DATA BOX.
05. REMOVE EXISTING DECK MOUNTED ABSORPTIVE FOAM SHEETS.
06. BASE BID CASEWORK TO BE REMOVED FROM SCOPE. PROVIDE CREDIT TO OWNER.
07. TYP. TEACHING WALL. CENTERED ON ELEVATION. MARKERBOARDS TO BE MAGNETIC. PROVIDE ADDITIONAL BLOCKING REQUIRED TO MOUNT VIEWSONIC TV, CONFIRM REQUIREMENTS WITH OWNER.
08. PROVIDE BLOCKING REQUIRED TO MOUNT VIEWSONIC TV, CONFIRM REQUIREMENTS WITH OWNER.
09. REMOVE GAS OUTLET AND CAP GAS LINE. PURGE LINES PRIOR TO WORK.
10. INSTALL W 2'-4" x H 3'-0" MAGNETIC MARKERBOARD TO FACE OF EXHAUST HOOD, TYP. @ ALL HOODS



**FINISH SCHEDULE**

RM. NO.	ROOM NAME	FLOOR FINISH	BASE FINISH	WALL FINISH	CEILING FINISH	ROOM COMMENTS
3402	SCIENCE CLASSROOM	SC-1	RB-1	PT	EXP	WALLS TO RECEIVE NEW COAT OF PT-2
3402M	MECH	SC-1	RB-1	PT	EXP	
3403	STEM SUPPORT	ETR	RB-1	PT	EXP	
3404	SCIENCE CLASSROOM	SC-1	RB-1	PT	EXP	WALLS TO RECEIVE NEW COAT OF PT-2
3404M	MECH	SC-1	RB-1	PT	EXP	
3405	MECH	SC-1	RB-1	PT	EXP	
3406	SCIENCE CLASSROOM	SC-1	RB-1	PT	EXP	WALLS TO RECEIVE NEW COAT OF PT-2
3406M	MECH	SC-1	RB-1	PT	EXP	
3408	SCIENCE CLASSROOM	SC-1	RB-1	PT	EXP	WALLS TO RECEIVE NEW COAT OF PT-2
3408M	MECH	SC-1	RB-1	PT	EXP	



ISSUES AND REVISIONS

NO.	SUBMITTAL	DATE
58	ASI 057	27.MAY.25

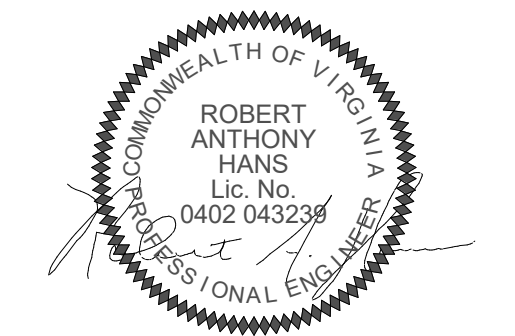
**CHARLOTTESVILLE MIDDLE SCHOOL - SCIENCE LAB REFURBISHMENT**



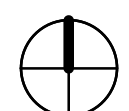
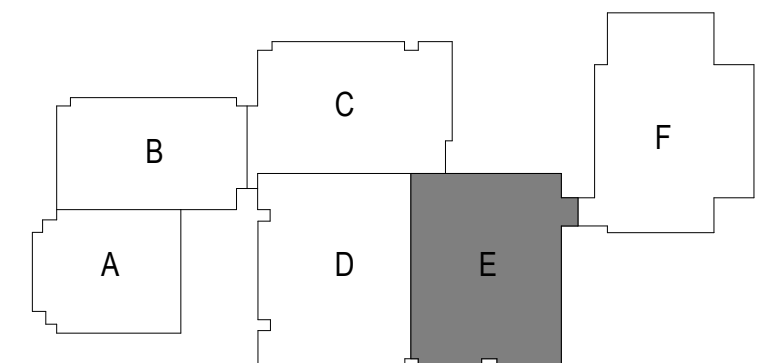
CITY OF CHARLOTTESVILLE  
**CHARLOTTESVILLE  
MIDDLE SCHOOL FINAL  
SITE PLAN**

1000 CHERRY AVENUE  
CHARLOTTESVILLE, VA 22903

Client Project Number  
VMDO Project Number **20 1293**



Checked By **DDY**  
Drawn By **Author**



GRAPHIC SCALE - 1/8" = 1'-0"  
0 8'-0" 16'-0" 24'-0"

ISSUES AND REVISIONS		
NO.	SUBMITTAL	DATE
	BID SET	03.FEB.23
1	ADDENDUM NO. 01	24.FEB.23
2	ADDENDUM NO. 02	07.MAR.23
68	ASI 064	26.SEP.25

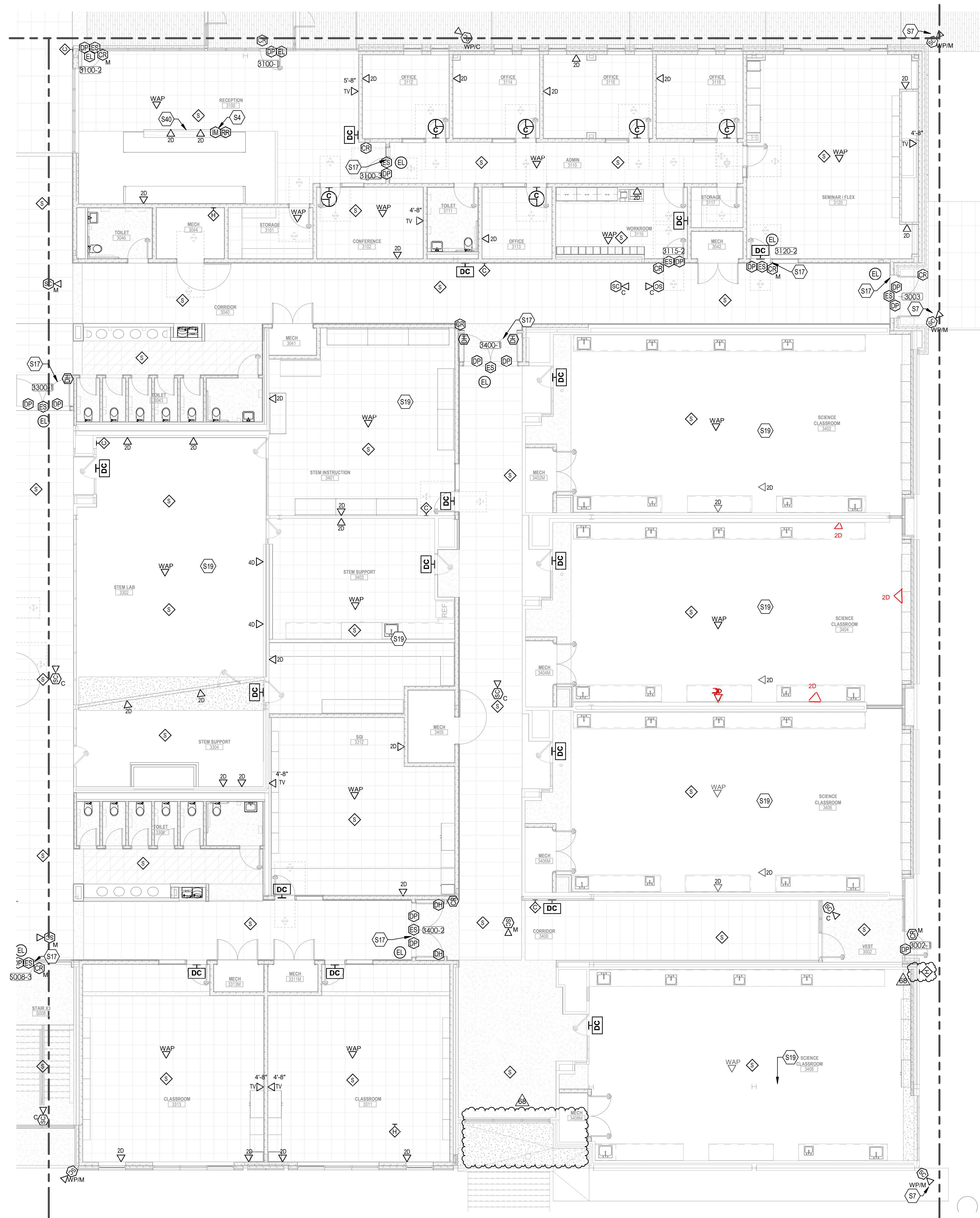
**TECHNOLOGY - LEVEL 3,  
AREA E**

**GENERAL NOTES (SYSTEMS):**

- A. REFER TO THE ARCHITECT'S REFLECTED CEILING PLANS, ELEVATIONS, AND CASEWORK DETAILS FOR EXACT LOCATIONS OF ALL WALL AND CEILING MOUNTED ELECTRICAL DEVICES.
- B. CONTRACTOR SHALL FOLLOW BRANCH CIRCUITING LAY-OUT, AS INDICATED ON THE FLOOR PLANS, WITH A MAXIMUM OF THREE (3) BRANCH CIRCUITS PER HOMERUN. EACH BRANCH CIRCUIT SHALL BE PROVIDED WITH A DEDICATED NEUTRAL CONDUCTOR. DEDICATED NEUTRAL CONDUCTORS SHALL BE CONSIDERED CURRENT CARRYING. IF ADDITIONAL CONDUCTORS ARE RAN IN THE SAME CONDUIT WITH THOSE INDICATED, CONTRACTOR SHALL DERATE ALL CURRENT CARRYING CONDUCTORS PER NEC 310.15(B)(3), AND UPSIZE CONDUIT AS REQUIRED PER NEC 300.17 AND ANNEX C. MULTIWIRE BRANCH CIRCUITS AS DEFINED IN NEC 100.12(D) (CIRCUITS SHARING A COMMON NEUTRAL CONDUCTOR) SHALL NOT BE PERMITTED.
- C. IDENTIFY THE PANEL AND CIRCUIT NUMBER FOR ALL RECEPTACLES, SWITCHES, ETC. IN AREA OF CONSTRUCTION. PROVIDE CLEAR ADHESIVE LABELS WITH BLACK LETTERING. IN HEALTHCARE FACILITIES, ENGRAVE EMERGENCY DEVICE COVERPLATES IN PATIENT CARE AREAS. MARK INSIDES OF ALL DEVICE BOXES WITH PANEL AND CIRCUIT NUMBER.
- D. REFER TO "SYSTEM INSTALLATION MATRIX" (ON SYSTEMS LEGEND SHEET) AND SPECIFICATIONS FOR CONTRACTOR REQUIREMENTS OF EACH SYSTEM.
- E. THE CONTRACTOR SHALL ROUTE ALL "SYSTEM CONDUIT STUB-UPS" TO THE NEAREST CORRIDOR CABLING PATH (SEE "STUB-UP" DETAILS). REFER TO CABLING PATH INSTALLATION DETAIL FOR ADDITIONAL REQUIREMENTS.
- F. CONTRACTOR SHALL PAINT ALL SYSTEMS CONDUIT STUB-UPS LIGHT BLUE FOR SYSTEMS CABLING INTO THE CORRIDOR CABLING PATH. PROVIDE PULL STRINGS IN ALL NEW CONDUIT RUNS FOR SYSTEM CABLING INSTALLATION.
- G. ALL EXISTING SECURITY DEVICES SHALL BE REMOVED AND TURNED OVER TO OWNER.
- H. THIN SOLID LINES INDICATE EXISTING ITEMS TO REMAIN (U.O.N.) AND THICK SOLID LINES INDICATE NEW WORK.
- I. ALL CEILING MOUNTED DEVICES SHALL BE SUPPORTED FROM STRUCTURAL JOISTS ONLY. NO DEVICES SHALL BE SUPPORTED FROM BULB TEES.
- J. CONTRACTOR SHALL ATTEMPT TO "FISH" ALL NEW CABLING/ CIRCUITS AS INDICATED WITHIN CONDUIT INSIDE EXISTING WALLS. IF DETERMINED TO NOT BE POSSIBLE (IE: SLUSH FILLED CONCRETE BLOCK EXISTING WALLS), CONTRACTOR SHALL THEN ROUTE SURFACE-MOUNTED WIREMOLD (OR APPROVED EQUAL) PAINTED TO MATCH ADJACENT SURFACES WHERE IT IS NECESSARY FOR NEW CABLING RUNS. SECURELY MOUNT (TWO-HOLE STRAPS ON 2'-0" CENTERS) IN WALL/CEILING CORNERS AND "OUT OF SITE" AS MUCH AS POSSIBLE. SIZE WIREMOLD TO SUIT CABLING AS REQUIRED. SEE DETAIL.
- K. INTERCOM SPEAKERS, SECURITY DEVICES, FIRE ALARM DEVICES, AND OCCUPANCY/VACANCY SENSORS SHALL NOT BE INSTALLED IN THE SAME CEILING TILE.
- L. WHERE CONTRACTOR IS CUTTING EXISTING SLABS, CONTRACTOR SHALL X-RAY SLABS TO DETERMINE EXISTING UTILITIES IN PLACE. ANY DAMAGED UTILITIES FROM CUTTING OF FLOORS SHALL BE COMPLETELY REPLACED AT THE CONTRACTOR'S EXPENSE.
- M. CONTRACTOR SHALL PROVIDE NEW CABLE PATHS PER J-HOOK INSTALLATION DETAIL. CONTRACTOR SHALL FOLLOW EXISTING CABLING PATH WITH NEW CABLING PATHS FOR ALL SYSTEMS. MODIFY WALL PENETRATIONS TO ACCOMMODATE NEW CABLE PATHS. FIELD VERIFY EXACT ROUTES.
- N. CONTRACTOR SHALL REFER TO SHEET E001 FOR VARIOUS SYSTEMS SCOPE OF WORK AND REQUIREMENTS.
- O. NO CONDUIT SHALL BE INSTALLED UNDERGROUND, EXCEPT FOR DISTRIBUTION EQUIPMENT FEEDERS, UNLESS REQUIRED FOR THE APPLICATION (FLOOR BOXES, ISLANDS, ETC.) OR SPECIFICALLY INDICATED AS SUCH IN CONSTRUCTION DOCUMENTS. NO CONDUIT SHALL BE INSTALLED WITHIN CONCRETE SLABS.
- P. RE-SUPPORT ALL EXISTING CONDUITS, BOXES, DEVICES, RACEWAYS, LOW-VOLTAGE CABLING, ETC. TO REMAIN. REFER TO SCOPE OF WORK AND REQUIREMENTS ON SHEET E001 FOR ADDITIONAL INFORMATION.
- Q. CONTRACTOR SHALL BE RESPONSIBLE FOR REWORKING AND RELOCATING EXISTING FIXTURES, CONDUIT, JUNCTION/SPLICE BOXES AND DEVICES AS REQUIRED FOR NEW CONSTRUCTION NEW HVAC EQUIPMENT, PIPING, ETC.

**KEYNOTES**

- S4 RETURN EXISTING 2N MASTER INTERCOM REMOVED DURING DEMO PHASE TO OWNER
- S7 REUSE MULTI-IMAGER CAMERA AND MOUNT REMOVED DURING THE DEMO PHASE
- S17 THIS DOOR IS APART OF A LOCKDOWN SYSTEM
- S19 EXISTING CABLE TO REMAIN IN THIS AREA
- S40 DATA GOES TO DESK AND IS PROVIDED IN FLOOR. COORDINATE FINAL OUTLET QUANTITIES AND LOCATION WITH MILLWORK PROVIDER.



**1 LEVEL 3 - TECHNOLOGY, AREA E**  
SCALE: 1/8" = 1'-0"

1/8/2026 03:52 PM Cashier 0053  
T/Ref 0022132902 Reg 0022 Tran No 3114  
Cash Report: 260108-01 for 1/8/2026

01 - Charlottesville  
Treasurer City of Charlottesville

Misc. Trans. WBS Element 901  
G/L: 530060-P-01012  
Received From: C'ville city schools  
Description: Reimb: science room reno  
Validation Number: 280735 \$268,382.46

=====  
Total \$268,382.46  
Check (\$268,382.46)  
Check No. 404331

# Policy Briefing Summary

## City Council



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<b>Regarding:</b>	<b>Resolution to approve a Funding Agreement for the "LEAP 2025-26 Solar Readiness Program", a Minor Amendment to the City's Annual Action Plan, in the amount of \$18,576.72 in Community Development Block Grant ("CDBG") Funds" (previously approved by Council)</b>
<b>Staff Contact(s):</b>	Anthony Warn, Grants Analyst, Taylor Harvey-Ryan, Grants Program Manager
<b>Presenter:</b>	<b>Anthony Warn, Grants Analyst</b>
<b>Date of Proposed Action:</b>	April 20, 2026

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### Issue

The Local Energy Alliance Program ("LEAP") is requesting additional time to complete their Solar Readiness project, a CDBG-funded activity that was previously approved by City Council on June 17, 2024, as part of the city's 2024-25 Annual Action Plan (#R-24-084). LEAP subsequently experienced difficulties in the implementation of this activity, notably federal actions to delay or cancel solar energy projects at the national level.

LEAP now reports they have developed a plan that should allow them to complete their original Scope of Work, thereby providing critical home rehabilitation services to three to four income-eligible homeowners that will allow these homeowners to participate in a subsidized solar panel installation project offered by Dominion Energy.

### Background / Rule

The City of Charlottesville engages as a 'participating jurisdiction' ("PJ") in the Community Development Block Grant ("CDBG") program offered by the U.S. Department of Housing and Urban Development ("HUD") and in that role is the periodic recipient of federal funds to support eligible community development, affordable housing and planning activities as identified by HUD's Office of Community Planning & Development ("CPD").

HUD allows PJs up to five (5) years for the expenditure of CDBG funds but imposes certain timeliness of expenditure requirements on these funds. Approval of this funding agreement will support the city's work to continue to meet these requirements.

### Analysis

During the 2024-25 program year, City Council awarded \$18,576.72 in CDBG funds to LEAP to support their Solar Readiness program to provide income-eligible homeowners with critical roof repairs and associated improvements, such as upgrading electrical systems and circuit breaker panels, to enable these homeowners to participate in a subsidized solar panel installation project offered by Dominion Energy, with completion anticipated on or before June 30, 2025.

As housing and other heating and other energy-related costs continue to rise, managing these costs is an important priority for many homeowners. These technologies, however, are often out of reach for many homeowners due to their costs of acquisition and installation, and this burden is especially high for homeowners with limited and/or fixed incomes. The city has committed to helping income-eligible homeowners take advantage of these technologies in several ways, including through providing financial support to nonprofit community groups like the Local Energy Alliance Project ("LEAP").

Approval of this extension agreement will provide LEAP with the additional time (8 months) needed to implement several critical homeowner rehabilitations projects which are currently in the pre-development stage.

**Financial Impact**

There is no financial impact to the City. As the funds referenced here have already been appropriated by City Council on July 17, 2024, and are drawn from federal funds allocated to the City by HUD and, as such, do not draw from the City’s General Fund, no adverse impacts to the City’s budget are anticipated.

Approval of this funding agreement will support the City’s work to address important community needs while at the same time supporting the City’s continued eligibility to participate in the CDBG and HOME programs.

**Recommendation**

Staff recommends the approval of the funding agreement proposed here as it provides LEAP with an additional eight (8) months to complete this work.

**Recommended Motion (if Applicable)**

**I move that Council approve the RESOLUTION now before us to approve the proposed funding agreement for the LEAP 2025-26 Solar Readiness Program as presented here before us today.**

**Attachments**

1. RESOLUTION - LEAP CDBG Grant Agreement
2. LEAP 2025-26 CDBG Solar Readiness Funding Agreement

## RESOLUTION

### **Resolution Approving the LEAP 2025-26 Solar Readiness Program, a Minor Amendment to the City's Annual Action Plan, in the Amount of \$18,576.72 in Community Development Block Grant ("CDBG") Funds (Previously Approved by Council)**

**WHEREAS** the City of Charlottesville engages as a 'participating jurisdiction' ("PJ") in the Community Development Block Grant ("CDBG") program offered by the U.S. Department of Housing and Urban Development ("HUD") and in that role is the periodic recipient of federal funds to support eligible community development, affordable housing and planning activities as identified by HUD's Office of Community Planning & Development ("CPD"), and

**WHEREAS** the city's CDBG/HOME Taskforce previously recommended funding for the 2024-25 LEAP Solar Readiness program which Council approved on June 17, 2024, a grant to LEAP of \$18,576.72 in CDBG funds following two public hearings and a 30-day public comment period, and

**WHEREAS** subrecipient LEAP experienced significant delays outside of their control that blocked progress on the agreed upon Scope of Work but now report that conditions have changed such that they now see a path forward for successful completion of this activity in accordance with the original funding agreement, as executed on July 24, 2024, and City staff have determined that the request is reasonable and that granting such additional time is likely to bring important benefits to income-qualified City homeowners,

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Charlottesville, Virginia, hereby approves the proposed funding agreement as presented here today with a new period of performance from July 1, 2025, through December 31, 2026, with all other provisions and requirements of the original funding agreement to remain in effect as written.

**BE IT FURTHER RESOLVED** that the City Manager, the Director of Finance, and public officers to whom any responsibility is delegated by the City Manager pursuant to City Code Section 2-147, are authorized to establish administrative procedures and provide for guidance and assistance in the subrecipients' execution of the funded activity.

Approved by Council

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Kyna Thomas, CMC  
Clerk of Council



# City of Charlottesville

*To be a Place Where Everyone Thrives*

## Office of Budget & Grants Management

### CDBG Funding Agreement Internal Approvals

Program Year: **2025-26**

Name of Subrecipient: **Local Energy Alliance Program**

Name of Funded Program: **LEAP 2025-26 Solar Readiness Program**

Approved by Council: **June 17, 2024**

Council Resolution: **#R-24-084**

Amount of Grant Agreement: **\$18,576.72**

Funding Source(s): **CDBG**

SAP Account Code(s): **1900555**

Effective Date of Grant Agreement: \_\_\_\_\_

Please confirm in the space designated below that you have had the opportunity to review the above-referenced funding agreement, after which the agreement will be forwarded automatically to the next reviewer. If you should have any questions, please contact Anthony Warn at [warna@charlottesville.gov](mailto:warna@charlottesville.gov) or Taylor Harvey-Ryan at [harveyryant@charlottesville.gov](mailto:harveyryant@charlottesville.gov). Thank you.

Dept.

Reviewer / Date

OCS Grant Programs Manager \_\_\_\_\_

Finance \_\_\_\_\_

City Attorney \_\_\_\_\_

City Manager \_\_\_\_\_

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**RESOLUTION**

**Appropriating Community Development Block Grant (CDBG) Funds Anticipated from the U.S. Department of Housing and Urban Development for Program Year 2024-25, in the Approximate Amount \$438,617**

**WHEREAS** the City of Charlottesville has been advised by the U.S. Department of Housing and Urban Development (HUD) is expected to receive an anticipated Community Development Block Grant (CDBG) allocation for the 2024-25 program year in the approximate amount of \$438,617; and

**WHEREAS** City Council has received recommendations for the expenditure of funds from the city’s CDBG/HOME Taskforce, as reviewed and approved by the City’s Planning Commission at a public hearing on May 14, 2024, as provided by law; and

**WHEREAS** appropriation resolution #R-24-061, approved by Council on June 3, 2024, approved the correct CDBG total allocation of \$438,617 but did not accurately reflect the specific amounts proposed to be awarded and therefore did not accurately reflect the full award for each approved subrecipient program; now, therefore,

**BE IT RESOLVED** by the City Council of Charlottesville, Virginia, that upon receipt of anticipated CDBG funding from the U.S. Department of Housing and Urban Development, said funds are hereby appropriated to the following individual expenditure accounts in the Community Development Block Grant Fund in accordance with the respective purposes set forth; provided, however, that the City Manager is hereby authorized to transfer funds between and among such individual accounts as circumstances may require, to the extent permitted by applicable federal grant regulations, as set forth below:

**Economic Development Activities**

<i>Fund</i>	<i>Account/Internal Order #</i>	<i>Funding Recommendation</i>	<i>Revised Award</i>
218	1900550	CIC Entrepreneur Programs	\$20,168.87
218	1900552	CRHA Economic Opportunity Program Coordinator	\$72,607.93

**Housing Activities**

<i>Fund</i>	<i>Account/Internal Order #</i>	<i>Funding Recommendation</i>	<i>Revised Award</i>
218	1900553	CRHA Affordable Housing Preservation at Dogwood	\$154,806.00
218	1900554	CRHA Housing Stability Program (TBRA)	\$18,941.54
218	1900555	LEAP Solar Readiness Program	\$18,576.72

**Public Services Activities**

<i>Fund</i>	<i>Account/Internal Order #</i>	<i>Funding Recommendation</i>	<i>Revised Award</i>
218	1900556	IRC Financial Capabilities Program	\$16,512.64
218	1900557	PACEM Shelter Transportation	\$7,998.31
218	1900558	LVCA Beginning Level Workforce Development Program	\$15,480.60
218	1900559	PHAR Resident-Involved Redevelopment	\$25,801.00

**Programmatic Funds**

<i>Fund</i>	<i>SAP Cost Center #</i>	<i>Funding Recommendation</i>	<i>Revised Award</i>
218	3914001000	CDBG Planning & Admin	\$87,723.40

In the event that funding received from the U.S. Department of Housing and Urban Development differs from the amounts referenced above, all appropriated amounts may be administratively increased/reduced at the same prorated percentage of change to actual funding received. No subrecipient’s grant may be increased above their initial funding request without further consideration by Council.

**BE IT FURTHER RESOLVED** that this appropriation is conditioned upon the receipt of not less than \$438,617 in CDBG funds from the U.S. Department of Housing and Urban Development for program year 2024-25, and all subrecipient awards are also conditioned upon receipt of such funds.

**BE IT FURTHER RESOLVED** that the amounts appropriated above within this resolution will be provided as grants to public agencies or private non-profit, charitable organizations (individually and collectively, “subrecipients”) and shall be utilized by the subrecipients solely for the purpose stated within their grant applications. The City Manager is hereby authorized to enter into agreements with each subrecipient as deemed advisable so as to ensure that the grants are expended for their intended purposes and in accordance with applicable federal and state laws and regulations. To this end, the City Manager, the Director of Finance, and public officers to whom any responsibility is delegated by the City Manager pursuant to City Code Section 2-147, are authorized to establish administrative procedures and provide for guidance and assistance in the subrecipients’ execution of the funded programs.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bearing Insurance Group, LLC P. O. Box 9953 Glen Allen VA 23058	<b>CONTACT NAME:</b> Lindsay Florence <b>PHONE (A/C, No, Ext):</b> 434-327-1656 <b>E-MAIL ADDRESS:</b> lflorence@bearinginsurance.com	<b>FAX (A/C, No):</b> 800-899-0146
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Local Energy Alliance Program, Inc. 608 Ridge Street Charlottesville VA 22902	<b>INSURER A:</b> Cincinnati Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 504253621 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		EPP 0572678	4/1/2026	4/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPP 0572678	4/1/2026	4/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EWC 0572677	4/1/2026	4/1/2027	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The City of Charlottesville, Virginia, is an additional insured under the General Liability as respects to signed & executed contract per from GA 472 (05/20). In addition, the insurance carrier stipulates that it will not invoke performance of a governmental function by the insured in performing this Agreement as a defense of a claim or claims.

<b>CERTIFICATE HOLDER</b>  City of Charlottesville c/o Grants Coordinator City Hall - P.O. Box 911 610 East Market St. Charlottesville VA 22902	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Lindsay Florence</i>

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**COMMUNITY DEVELOPMENT BLOCK GRANT  
FUNDING AGREEMENT BETWEEN THE CITY OF CHARLOTTESVILLE  
AND THE LOCAL ENERGY ALLIANCE PROGRAM**

**THIS COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING AGREEMENT BETWEEN THE CITY OF CHARLOTTESVILLE AND LOCAL ENERGY ALLIANCE PROGRAM** (“Agreement”) is made and entered into this day, \_\_\_\_\_, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a political and municipal corporation of the Commonwealth of Virginia (“City”), and **LOCAL ENERGY ALLIANCE PROGRAM**, a Nonprofit, (“Subrecipient);” (collectively, “Parties” ; individually, “Party”).

**WITNESSETH:**

**WHEREAS**, the City has received a grant from the United States Department of Housing and Urban Development (“HUD”) as part of its Community Development Block Grant (“CDBG”) Program for the 2024-25 program year (“Program Year”); and

**WHEREAS**, the primary objective of the City’s 2024-25 CDBG Program is the development of viable urban communities, including decent housing and a suitable living environment, and the expansion of economic opportunities principally for persons of low and moderate income; and

**WHEREAS**, the Subrecipient is a public or private nonprofit agency, authority, or organization, which has submitted a proposal which complies with the objectives of the city’s CDBG Program and qualifies as an activity eligible for funding in that it is a new service; now

**THEREFORE**, in consideration of the mutual benefits contained herein, the City and the Subrecipient agree as follows:

**I. AGREEMENT DOCUMENTS**

The Agreement Documents for the **LEAP 2025-26 Solar Readiness** activity shall consist of the City’s Request for Proposals (“RFP”), the proposal by the Subrecipient, this Agreement, and the following four (4) Attachments, all of which are incorporated by reference into this Agreement:

Attachment I. The Subrecipient’s goals and objectives for the funded activity, or the services or other programs to be provided (“Scope of Work”) for the time period(s) covered by this Agreement

Attachment II. A line-item budget (“Budget”) detailing the proposed use of CDBG funds

Attachment III. Guidelines for financial management of CDBG-funded activities

Attachment IV. Applicable federal regulations

Where there are any conflicts between this Agreement and any of the documents attached or

incorporated herein by reference, then the following order of precedence shall be binding upon the parties: (1) this Agreement; (2) RFP; (3) Attachment IV - Applicable federal regulations; (4) Subrecipient's proposal; and (5) Attachments I, II and III referenced above in order.

## **II. SCOPE OF WORK**

The Subrecipient agrees to provide the **LEAP 2025-26 Solar Readiness** CDBG-funded activity and associated public services described in Attachment I. In serving the beneficiaries of this activity, the Subrecipient will coordinate its efforts with other appropriate agencies. The Subrecipient shall make no changes, alterations, or amendments to the agreed upon Scope of Work or to the agreed upon Budget, without the prior written approval of the City, and of HUD, if required.

## **III. FUNDING**

The City agrees to make available the sum of **\$18,576.72** for use by the Subrecipient in providing public services pursuant to this Agreement during the Program Year. The payment of funds to the Subrecipient will be conditioned on the City's receipt of funds from HUD and their appropriation by City Council.

- A. Timeliness & Use of Funding Deadlines.** Invoices must be submitted for at least 65% of this Agreement, which amounts to **\$8,359.52**, must be submitted to the City on or before **July 31, 2026**. Any of the aforementioned funds not spent by the subrecipient on eligible activities prior to April 1, 2025, may be subject to reprogramming by the City to assist in meeting the HUD timeliness deadline. All funds allocated under this Agreement which are not expended by Subrecipient as of **December 31, 2026**, shall be subject to reprogramming by the City.

The method of payment to the Subrecipient shall be reimbursement of all allowable expenses upon written request accompanied by all documentation of said expenses.

## **IV. REPORTS AND MONITORING**

**A. Progress Reporting.** The Subrecipient shall submit Program Quarterly Progress Updates on or before the 15th of the months of **July and October of 2026** to the City's Office of Community Solutions. The Subrecipient shall also submit no later than **January 15, 2027**, a comprehensive report ("Closeout Report") detailing how the Subrecipient has met the requirements, goals, and objectives of the Scope of Work during the Program Year. The Closeout Report shall include, at a minimum, summative performance data, including data on client comments, and identification of actual expenditures.

**B. Monitoring.** The City will schedule at least one (1) monitoring visit with the Subrecipient to evaluate the Program's progress and performance.

During, or, in connection with, any monitoring visits, the City shall be provided access to all Program-related books, records and other materials (including, without limitation, computer files).

## **V. SUBCONTRACTS**

The Subrecipient shall not assign or subcontract this Agreement, or any part herein, without the prior written approval of the City. If approval is granted, any subcontract and all subcontracting procedures shall be in accordance with federal procurement standards contained in 24 CFR Part 85.36 and OMB Circular 110.

## **VI. REGULATIONS AND REQUIREMENTS**

**A. Conformity to HUD Regulations.** The Subrecipient agrees to abide by guidelines set forth by the U.S. Department of Housing and Urban Development (“HUD”) for the administration and implementation of the CDBG Program, including:

- i. applicable Uniform Administrative Requirements set forth in 24 CFR 570.502; and
- ii. applicable federal laws and regulations in 24 CFR 570.600, et seq.; and
- iii. the requirements and standards of OMB Circular No. A-122, and the Attachments to OMB Circular No. A-110 specified in 24 CFR 570.502 (b).

In this regard, the Subrecipient agrees that duly authorized representatives of HUD and/or the City shall have access to any books, documents, papers, and records of the Subrecipient, which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**B. Build America, Buy America Act.** HUD has enacted the Build America, Buy America Act (“BABA”), which establishes that domestic content procurement preference for all infrastructure projects funded by formula grants obligated by HUD on or after November 15, 2022, shall be subject to the Buy America Preference (“BAP”). Federal financial assistance obligated for infrastructure projects (the construction, alteration, maintenance, or repair of infrastructure in the United States) awarded after November 15, 2022, shall be subject to BABA Provisions. The domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States. (Note that BAP requirements are currently waived for projects with federal financial assistance of \$250,000 or less, but this may change as HUD revises its implementation Guidance; subrecipients are hereby advised that as recipients of federal funds they are subject to any future changes made by HUD.)

**C. Conformity to City Regulations.** The Subrecipient covenants and agrees to observe and abide by all reasonable rules, regulations, ordinances, and resolutions that may be promulgated from time-to-time by the City concerning the use of CDBG funds received from the City and used by the Subrecipient.

## **VII. PROGRAM BENEFICIARIES**

The Subrecipient agrees that CDBG funds shall only be used to provide services within the geographical boundaries of the City of Charlottesville.

### **VIII. EQUAL EMPLOYMENT OPPORTUNITIES**

The Subrecipient shall comply with Equal Employment Opportunities as stated in Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations.

### **IX. TERM/PROGRAM YEAR**

Unless terminated earlier in accordance with the provisions contained herein, the term of this Agreement shall be for the period beginning July 1, 2025, and ending December 31, 2026, or for such longer period that the City and Subrecipient agree to in writing and for which CDBG funds are available and have been appropriated, including Program income.

### **X. INSURANCE TO BE PROVIDED BY THE SUBRECIPIENT**

The Subrecipient must, prior to the date of execution of this Agreement, file with the City certificates or policies of worker's compensation, public liability, automobile liability (including non-ownership and hired vehicles) and property damage insurance satisfactory to the City and in compliance with the law, and in form and amount sufficient to protect the City. Each certificate or policy shall carry the provision that the insurance shall not be canceled or reduced, terminate, lapse, or otherwise expire prior to thirty (30) days written notice to that effect given by the insurance carrier to the City.

All insurance required by this Paragraph of the Agreement shall remain in full force and effect for the entire Program Year, and **THE CITY SHALL BE NAMED AS AN ADDITIONAL INSURED PARTY BY ENDORSEMENT UNDER SUCH INSURANCE CONTRACTS<sup>1</sup>**. The certificate or policy shall also contain a stipulation that the insurance carrier will not invoke the defense of performance of a governmental function by the Subrecipient in performing this Agreement.

Subrecipient may not, and shall not, perform any work or services under this Agreement during any period of time in which the Required Insurance is not in effect. Subrecipient's failure to comply with the requirements of this section shall constitute a material breach of this Agreement entitling the City to terminate this Agreement without notice to Subrecipient and without penalty to the City.

This Agreement shall not be binding on the City until a satisfactory certificate of insurance has been filed with the City and approved by the City Attorney as to form and sufficiency.

The Minimum Limits of Liability Coverage shall be as follows:

1. Comprehensive General Liability, including premises and Operations, Elevator Liability; Protective Liability, Products Liability including completed Operations Coverage; and Contractual Liability, for this

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<sup>1</sup> When generating Certificates of Insurance ("COI") for use in the agreement, insurers are to include within the 'Description of Operations' field this language: **"The City of Charlottesville, Virginia, is an additional insured as respects to signed & executed contract. In addition, the insurance carrier stipulates that it will not invoke performance of a governmental function by the insured in performing this Agreement as a defense of a claim or claims."**

Agreement.

**Limits: \$1,000,000/\$2,000,000**

*(per occurrence/annual aggregate)*

2. Comprehensive Automobile Liability, including all owned Automobiles; Non-Owned Automobiles; Hired Car Coverage (if applicable).

**Limits: \$500,000/\$1,000,000**

*(per occurrence/annual aggregate)*

3. Workers' Compensation, including Employer's Liability.

**Limits: Statutory**

Employers Liability: \$100,000

## **XI. INDEMNIFICATION**

To the extent allowed by Virginia law, Subrecipient hereby assumes, and shall defend, indemnify and save the City harmless from and against any and all liability loss, claim, suit, damage, charge, or expense, which the City may suffer, sustain, incur, or in any way be subjected to, on account of death of or injury to any person (including, without limitation, City officers, agents, employees, licensees, and invitees) 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 by the Subrecipient in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission, or misconduct of the Subrecipient and any of Subrecipient's subcontractors, agents, or employees in the performance of Subrecipient's obligations under this Agreement.

## **XII. PROGRAM INCOME AND REVERSION OF ASSETS**

Any "program income," as defined by HUD regulations, gained from any CDBG-funded activity of the Subrecipient shall be returned to the City.

Within thirty (30) days of the expiration or earliest termination of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000, shall be used or disposed of in accordance with 24 CFR 570.503 (b)(7).

## **XIII. RELIGIOUS ORGANIZATIONS OR OWNED PROPERTY**

The City does not discriminate against faith-based organizations in accordance with Virginia Code § 2.2-4343.1.

CDBG funds may be used by religious organizations or on property owned by religious organizations provided that Subrecipient seeks prior written approval from the City and provided that Subrecipient adheres to the requirements set forth in 24 CFR 570.200(j).

#### **XIV. RECORD KEEPING**

**A. Guidelines for Financial Management.** Subrecipient shall comply, at all times, with the Guidelines for Financial Management set forth in Attachment III of this Agreement. Subrecipient shall keep, and upon request Subrecipient shall make available to the City, books, documents, financial statements, invoices, bills, purchase orders, purchase vouchers, payrolls, and other records (including, without limitation, computer files) recording all net costs, all direct and indirect costs of labor, materials, equipment, supplies and services, and all other costs and expenses, of any nature whatsoever, for which reimbursement is or may be claimed under the provisions of this Agreement.

**B. Availability of Records.** Subrecipient shall keep, and upon request Subrecipient shall make available to the City, books, documents, and other records, including, without limitation, computer files, recordings and any and all contracts, transactions, activities, claims, disputes, lawsuits, and correspondence pertaining or relating in any way to this Agreement.

**C. Access to Records.** HUD and the City, and the authorized representatives of each, shall have the right of access, upon request, to any and all books, documents, and other records of the Subrecipient pertaining to or relating in any way to this Agreement. At any time during the Program Year HUD and the City, and the authorized representatives of each, shall have the right to conduct any audit(s) or other examination(s) (including, without limitation, examinations conducted during any monitoring visits) of Subrecipient's activities and records as those agencies, or either of them, deem appropriate. HUD and the City, and the authorized representatives of each, shall have the right to copy, transcribe and to reproduce for their own use any books, documents, and other records of the Subrecipient.

**D. Records Retention.** The Subrecipient shall preserve and make available to HUD and the City, its books, documents, and other records (including without limitation, computer files) pertaining to or relating in any way to this Agreement, for a period of four years after final payment under this Agreement or for such longer period, if any, as is required by applicable statute, by any clause of this Agreement, or by (1) or (2) below.

1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available until expiration of four (4) years from the date of the resulting final settlement.
2. Records which relate to (i) appeals under the "Disputes" clause of this Agreement, (ii) litigation or the settlement of claims arising out of the performance of this Agreement, (iii) cost and expenses of this Agreement as to which exception has been taken by the Auditor of HUD, or any of its authorized representatives, or by the City, or its authorized representatives, shall be retained by the Subrecipient until such appeals, litigation, claims, or exceptions have been disposed of.

**E. Subcontracts.** The Subrecipient shall include in each of its subcontracts hereunder, a provision to the effect that the subcontractor agrees that the Auditor of HUD, or any of its authorized representatives, and the City, or any of its authorized representatives, shall, until the expiration of four (4) years after final payment under the Agreement, have the right to examine any books, documents,

and records of such subcontractor that pertain or relate to, the subcontract. The term “subcontractor”, as used in this Paragraph only excludes (i) purchase orders not exceeding \$2,500, and (ii) subcontracts or purchase of public utility services with rates established for uniform applicability to the general public.

## **XV. DISPUTES**

Except as otherwise provided in this Agreement, any dispute arising under this Agreement, which is not disposed of by agreement shall be decided by the Director of the Office of Community Solutions, who shall reduce his decision to writing and furnish a copy thereof to the City Manager and the Subrecipient. The decision of the Director the Office of Community Solutions shall be final and conclusive unless, within ten (10) days from the date of receipt of such copy, the Subrecipient furnishes to the City Manager a written appeal. The decision of the City Manager, or his duly authorized representative, for the determination of such appeals shall promptly be hand delivered or sent by certified mail to the Subrecipient, and such decision shall be final and conclusive, unless appealed to a court of competent jurisdiction within thirty (30) days of receipt of the City Manager’s decision and determined by that court to have been fraudulent or arbitrary.

In connection with any appeal proceeding under this clause, the Subrecipient shall be afforded an opportunity to be heard, to be represented by counsel at its own expense, if it so desires, and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Subrecipient shall proceed diligently with the performance of the Agreement and in accordance with the decision of the Director of the Office of Community Solutions.

## **XVI. TERMINATION FOR CAUSE OR CONVENIENCE**

**A. Termination for Cause by City.** If the Subrecipient shall fail to fulfill its obligations and promises under the Agreement, or if it shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before the effective day of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared or obtained by the Subrecipient shall become the property of the City.

Notwithstanding the above, the Subrecipient shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Agreement by the Subrecipient, or for money received but not earned and may withhold any payments to the Subrecipient and retain them for the purpose of setoff to the extent of the amount due to the City from the Subrecipient.

### **B. Termination for Convenience.**

1. **By Subrecipient.** The Subrecipient may terminate this Agreement at any time, with or without cause, for any or for no reason, by giving written notice to the City of such termination and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. In the event, all finished or unfinished documents and other materials shall become the property of the City.

2. By City. The City may terminate this Agreement at any time for any reason and without cause, by giving sixty (60) days advance written notice to the Subrecipient of such termination. If the Agreement is terminated by the City, as provided herein, the Subrecipient will be paid an amount representative of the time the Subrecipient has actually performed under this Agreement. In addition, in the event that funds are not available, or are not appropriated, to support the City's obligations under this Agreement, then the City may terminate this Agreement by providing written notice to the Subrecipient within a reasonable time after the unavailable or non-appropriation of funds is affected.

## **XVII. SPECIAL PROVISIONS**

**A. Non-Discrimination.** During the performance of this Agreement, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Subrecipient. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Also, the Subrecipient, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, will state that it is an equal opportunity employer.

1. During the performance of this Agreement the Subrecipient agrees as follows: (1) to provide a drug-free workplace for the Subrecipient's employees; (2) to post in conspicuous places available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (3) state in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace. For the purposes of this Paragraph, "drug-free workplace" means a site for the performance of work done in connection with the Agreement awarded to a Subrecipient in accordance with this procurement transaction, where the Subrecipient's employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the Agreement.
2. Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
3. The Subrecipient will include the provisions of the foregoing Paragraphs A, B, and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor.

## **XVIII. WORKER'S COMPENSATION**

Subrecipient shall not allow any subcontractor to perform any work on a construction project, in connection with this Agreement, unless the subcontractor has obtained, and continues to maintain for the duration of such work, such worker's compensation coverage as may be required pursuant to the provisions of Chapter 8 (§ 65.2-800 *et seq.*) of Title 65.2 of the Code of Virginia, 1950, as amended. Subrecipient shall include the provisions of this paragraph within each of its subcontracts, to bind each subcontractor.

## **XIX. PUBLIC DISCLOSURE OF AGREEMENT DOCUMENTS**

Subrecipient acknowledges and understands that this Agreement, and all related public proceedings and records, shall be open to the inspection of any citizen or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 *et seq.*) and the Virginia Public Procurement Act (Virginia Code § 2.2-4300 *et seq.*) to the extent that either of those laws applies.

## **XX. CONTACT PERSONS**

The City's designated representative to receive all communications, claims and correspondence regarding this Agreement is: **Anthony Warn, City of Charlottesville**, or successor. All communications, claims and correspondence shall be sent to the City's representative at the following address: CDBG Program c/o The City of Charlottesville, P.O. Box 911, Charlottesville, Virginia 22902. Subrecipient's designated representative(s) to receive all communications, claims, and correspondence regarding this Agreement is/are: **Katie VanLangen and/or Wilson Ratliff, Co-Executive Directors**, or successor. All communications, claims, and correspondence shall be sent via email to Subrecipient's representative at the following addresses: [katiev@leap-va.org](mailto:katiev@leap-va.org) and [wilson@leap-va.org](mailto:wilson@leap-va.org).

## **XXI. SEVERABILITY**

In the event that any term, provision, or condition of this Agreement, or the application thereof to any person or circumstances, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, and the application of any term, provision or condition contained herein to any person or circumstances other than those to which it has been held invalid or unenforceable, shall not be affected thereby.

## **XXII. INTERPRETATION OF PROVISIONS**

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

**XXIII. HEADINGS**

Section, article, and paragraph headings contained within this Agreement have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this Agreement.

**XXIV. NO WAIVER OF RIGHTS**

No failure on the part of the City to enforce any of the terms or conditions set forth in this Agreement shall be construed as or deemed to be a waiver of the right to enforce such terms or conditions. No waiver by the City of any default or failure to perform by Subrecipient shall be construed as or deemed to be a waiver of any other and/or subsequent default or failure to perform. The acceptance or payment of any rentals, fees and/or charges by the City, and/or the performance of all or any part of this Agreement by the City, for or during any period(s) following a default or failure to perform by the Subrecipient, shall not be construed as or deemed to be a waiver by the City of any rights hereunder, including, without limitation, the City’s right to terminate this Agreement.

**XXV. INDEPENDENT CONTRACTOR**

Neither the Subrecipient, nor its agents, employees, assignees, or subcontractors shall be deemed employees or agents of the City by virtue of any services performed pursuant to this Agreement or the contractual relationship established hereby. The Subrecipient shall have sole responsibility for its staff, including their work, personal conduct, directions, and compensation.

**XXVI. MODIFICATION**

This Agreement may be modified by the Parties during performance, but no modification shall be valid or enforceable unless in writing and signed by each of the Parties hereto in the same manner and with the same formality as this Agreement.

**XXVII. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. All litigation arising out of this Agreement shall be commenced and prosecuted in the federal, state or local court(s) having jurisdiction with the City.

**XXVIII. ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the Parties, and there are no other agreements or understandings between the Parties, either verbal or written, which have not been incorporated herein.

This Agreement shall be binding upon all Parties hereto and their respective heirs, executors, administrators, successors, and assigns.

*[The remainder of this page left intentionally blank; Signature page follows]*

**IN WITNESS THEREOF**, the Parties hereto have executed or caused to be executed by their duly authorized officials this Agreement for the **LEAP 2025-26 Solar Readiness** activity which shall be deemed an original on the date first above written.

**CITY OF CHARLOTTESVILLE, VIRGINIA:**

**LOCAL ENERGY ALLIANCE PROGRAM:**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
*(Print Name)*

By: \_\_\_\_\_  
*(Print Name)*

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Funds Available:**

\_\_\_\_\_  
*(Finance Department)*

\_\_\_\_\_  
*(Date)*

**Approved as to Form:**

\_\_\_\_\_  
*(Office of the City Attorney)*

\_\_\_\_\_  
*(Date)*

**ATTACHMENTS**

1. Scope of Work *(Provided by Subrecipient)*
2. Budget *(Provided by Subrecipient)*
3. Financial Management Procedures *(Included as attachments)*
4. Federal Regulations *(Included as attachments)*

**ATTACHMENT III**  
**Guidelines For Financial Management of CDBG-Funded Activities**

To comply with federal regulations, each program must have a financial management system that provides accurate, current and complete disclosure of the financial status of the activity. This means the financial system must be capable of generating regular financial status reports which indicate the dollar amount allocated for each activity (including any budget revisions), the amount obligated (*i.e.*, for which Agreement exists), and the amount expended for each activity. The system must permit the comparison of actual expenditures and revenues against budgeted amounts. The City must be able to isolate and to trace every dollar received and prove where it went and for what it was used.

Accounting records must be supported by source documentation. Invoices, bills of lading, purchase vouchers, payrolls, and the like must be secured and retained for four (4) years to show for what purpose(s) funds were spent. Payments should not be made without invoices and vouchers physically in hand. All vouchers/invoices should be on vendors' letterhead.

All employees paid, in whole or in part, from funds should prepare a time sheet indicating the hours worked on funded programs for each pay period. Based on these time sheets and the hourly payroll costs for each employee, a voucher statement indicating the distribution of payroll charges should be prepared and placed in the appropriate files.

The City is responsible for reviewing and certifying the financial management system of any operating agency, which is not a City department or bureau, to determine whether or not it meets all of the above requirements. If the agency's system does not meet these requirements and modifications are not possible, the City must administer the 2024-25 funds for the operating agency.

Financial records are to be retained for a period of four (4) years, with access guaranteed to HUD or Treasury officials or their representative.

One (1) copy of the vendors' audited financial statement shall be submitted to the City immediately following the end of the vendors' fiscal year(s) during which funds are received.

Payment to Subrecipients will be on a reimbursement basis to be submitted to the program staff contact named above and/or submitted as designated by the supervising program staff, or in writing to:

City of Charlottesville, Virginia  
c/o Office of Budget & Grants Management  
P.O. Box 911  
Charlottesville, Virginia 22902

Requests are to be submitted on Subrecipient's letterhead in a format consistent with the budget attachment, including an analysis of expenses to budget. A cash advance may be available upon special request.

**ATTACHMENT IV**  
**Federal Regulations**

**I. Compliance with Section 109 of the Housing and Community Development Act of 1974**

The work to be performed under this Agreement is subject to the requirements of Section 109 of the Housing and Community Development Act of 1974 (“Section 109”), which requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.

**II. Compliance with the Equal Opportunity Provisions of Executive Order No. 11246**

In carrying out the Agreement, the Subrecipient or Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin. The Subrecipient or Provider shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient or Provider shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Subrecipient or Provider shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap, or national origin.

**III. Compliance with Housing and Urban Development Act of 1968, Section 3 (24 CFR 135.38)**

- A. The work to be performed under this Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (“Section 3”). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Agreement agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Subrecipient or Provider agrees to send to each labor organization or representative of workers with which the Subrecipient or Provider has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the Subrecipient or Provider’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3

preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The Subrecipient or Provider agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Subrecipient or Provider will not subcontract with any subcontractor where the Subrecipient or Provider has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Subrecipient or Provider will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient or Provider is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Subrecipient or Provider's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) ("Section 7(b)") also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

#### **IV. Conflict of Interest**

No member of the governing body, or employee of the City, or its designees or agents, and no other public official of such locality who exercises any functions or responsibilities with respect to the Community Development Block Grant Program, during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement, or any subcontract, or the proceeds thereof.

#### **V. Compliance with Lead-Based Paint Regulations**

All construction, rehabilitation, or modernization of residential structures provided under this Agreement shall comply with the provisions of the Lead-Based Paint Poisoning Prevention Act (84 Stat. 2080; 42 USC 4841(3)) and the regulations thereunder (24 CFR Part 35). The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 482-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part cover activities under this Agreement, as applicable.

#### **VI. Compliance with Section 540 of the Rehabilitation Act of 1973 (amended 1978, 1986)**

The work to be performed under this Agreement is subject to the requirement of Section 504 of the Rehabilitation Act of 1973, as amended, which states that: “No other qualified handicapped individual in the United States ... shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency.”

**VII. Certification Regarding Government-wide Restriction on Lobbying (Title 31 U.C.S., Section 1352)**

The Subrecipient or Provider certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, “Disclosure Form to Report Federal Lobbying” in accordance with its instruction.
- iii. The Subrecipient or Provider shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**VIII. Other**

Compliance with all applicable federal law is required, including, without limitation:

- 24 CFR 85.36
- 24 CFR 570.200 (j)
- 24 CFR 570.530 (a)(8)
- 24 CFR 570.603 (Labor standards)
- 24 CFR 570.604 (Environmental standards)

- 24 CFR 570.605 (National Flood Insurance Program)
- 24 CFR 570.606 (Displacement, relocation, acquisition and replacement of housing)
- 24 CFR 570.607 (Employment and contracting opportunities)
- 24 CFR 570.609 (Use of debarred, suspended or ineligible contractors or subrecipients)
- 24 CFR 570.610 (Uniform administrative requirements and cost principles)
- 24 CFR 570.613 (Eligibility restrictions for certain resident aliens)
- 24 CFR 570.614 (Architectural Barriers Act and the Americans with Disabilities Act)
- OMB Circulars A-87, A-110, and A-128 n2 (implemented at 24 CFR part 44), as applicable, as they relate to the acceptance and use of Federal funds under this part.
- Public Law 88-352 (Title VI of the Civil Rights Act of 1964 and 24 CFR part 1.
- 86 Fed Reg 30779 (Requesting Affirmatively Furthering Fair Housing Definitions and Certifications)
- Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing) and implementing regulations in 24 CFR part 107.
- Executive Order 12372 (Intergovernmental Review of Federal Programs) and implementing regulations at 24 CFR part 52.

**NOTICE:**

This Attachment identifies some applicable federal laws and regulations; however, this is not a representation or, agreement of the City, that no other federal laws or regulations apply to this Agreement. Subrecipient shall be responsible for compliance with all applicable federal laws and regulations, whether or not such laws or regulations have been referenced in this Agreement or its attachments.

# Policy Briefing Summary

## City Council



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<b>Regarding:</b>	<b>Resolution Authorizing a Temporary Installation of Art on the Downtown Mall by Service Dogs of Virginia</b>
<b>Staff Contact(s):</b>	Brenda Kelley, Redevelopment Manager
<b>Presenter:</b>	<b>Brenda Kelley, Redevelopment Manager</b>
<b>Date of Proposed Action:</b>	April 20, 2026

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### Issue

Service Dogs of Virginia ("SDV"), an IRS 501(c)(3) non-profit organization, has requested approval from the City of Charlottesville, Virginia ("City"), to temporarily display artwork on the Downtown Mall during their *Art Unleashed* fund-raising Campaign ("Campaign"):

- One (1) life-sized, fiberglass Labrador dog statue in front of Magpie Knits (111 West Main Street) from July – September 2026; and
- Possible additional Downtown Mall location near the CODE building (240 West Main Street) from late September through October 2026, for the display of all twenty (20) dog statues prior to the auction event (pending confirmation that the CODE building private property has sufficient space for the full installation of all the dog statues).

### Background / Rule

SDV is planning a fund-raising public art display of twenty (20) life-sized, fiberglass Labrador dog statues to be sold at an auction on October 24, 2026. In advance of the auction, these dogs will be on display around the City from July through September. All auction proceeds will go towards helping SDV build a new facility, allowing for the increased number of service dogs that will be placed annually.

The mission of *Art Unleashed* is to unite art, community, and purpose in support of SDV's life-changing work. Through the transformation of plain fiberglass dog statues into vibrant works of art by talented local artists, this Campaign will showcase the power of creativity, while raising critical funds to help build a new campus for SDV.

SDV proposes to display one (1) of these dogs on the Downtown Mall in front of Magpie Knits, a sponsor of the Campaign. SDV will be responsible for properly placing and securing the stand and statue and not encroaching into the public fire lane. The overall approximate dimensions of the stand and statue are 15" deep x 40" wide x 60" high. Local Virginia artists have been selected following a request for artists. A picture is attached as an example of the dog statue.

In addition, additional space on the Downtown Mall may be needed during display of all twenty (20) dog statues at the Code Building prior to SDV's auction, if there is not enough room on the Code Building property to display all the statues. In this case, City Staff will work very closely with the City's Fire Department to ensure appropriate and safe citing of the dog statues.

Security of the dog statues is the full responsibility of SDV, at all times.

Please find more information here: <https://www.servicedogsva.org/art-unleashed-2026>

### Analysis

City Council may, on a limited and case-by-case basis, authorize the use of City property for artwork or commemorative displays. The Downtown Mall is City property.

**Financial Impact**

None.

**Recommendation**

City Staff recommends City Council adopt the attached Resolution approving a temporary art display on the Downtown Mall for SDV's Campaign

**Recommended Motion (if Applicable)**

"I make a Motion to adopt the attached Resolution approving a temporary installation of art on the Downtown Mall for SDV's Campaign."

**Attachments**

1. Service Dogs of VA July2026
2. RESOLUTION Service Dogs of VA Apr2026jvhedits

"Rough"  
Dimensions





**RESOLUTION #R-\_\_ - \_\_**

**RESOLUTION AUTHORIZING A TEMPORARY INSTALLATION OF ART ON THE DOWNTOWN MALL BY SERVICE DOGS OF VIRGINIA**

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**WHEREAS**, the City of Charlottesville, Virginia (“City”), recognizes the importance of non-profit organizations and the work that they do; and

**WHEREAS**, the Council of the City of Charlottesville, Virginia (“City Council”), may, on a limited and case-by-case basis, authorize the use of City property for artwork or commemorative displays; and

**WHEREAS**, Service Dogs of Virginia (“SDV”), an IRS 501(c)(3) non-profit organization, has requested approval from the City to temporarily display one (1) life-sized, fiberglass Labrador dog statue on the Downtown Mall at 111 West Main Street from July – September 2026, and a possible other display area on the Downtown Mall at 124 West Main Street from September 2026 – October 2026, during SDV’s public art display, the *Art Unleashed* fund-raising campaign; and

**WHEREAS**, City Council has reviewed the information provided and finds that the request complies with the role of public art in public spaces in the community.

**NOW, THEREFORE, BE IT RESOLVED** by City Council that the City Manager is hereby authorized to enter into an agreement with SDV to temporarily install and display art on the Downtown Mall for the period from July 1, 2026, through October 31, 2026; and

**BE IT FURTHER RESOLVED** that the content, design, placement, duration, and maintenance of the public art display shall be subject to City approval, and that the City retains the right to remove or modify the display, if it no longer satisfies the purposes and criteria set forth in this Resolution; and

**BE IT FINALLY RESOLVED** that this authorization is limited to the public art display described herein and shall not be construed to create a policy, precedent, or public forum requiring the City to permit other private art displays on City-owned property.

Date Introduced: \_\_\_\_\_

Date Adopted: \_\_\_\_\_

Certified: \_\_\_\_\_  
Clerk of Council

# Policy Briefing Summary

## City Council



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<b>Regarding:</b>	<b>Resolution to Appropriate \$115,443 in Woodland Drive Performance Bond Funds (1 of 2 readings)</b>
<b>Staff Contact(s):</b>	Brennen Duncan, City Engineer, Krisy Hammill, Director of Budget
<b>Presenter:</b>	<b>Brennen Duncan, City Engineer</b>
<b>Date of Proposed Action:</b>	April 20, 2026

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### Issue

City Council is asked to appropriate \$115,443 in performance bond funds in order to complete outstanding work on the construction project known as Woodland Drive

### Background / Rule

Woodland Drive is a project that has remained unfinished to date. In the spring of 2021, it became apparent that the Developer, Dickerson Homes and Development LLC, was not willing or able to complete the work. In June 2021, the City Engineer decided to cash in the bonded amounts to complete the remaining work.

### Analysis

The bonds consisted of three separate Letters of Credit Drawn on Atlantic Union Bank for stormwater maintenance (\$65,400), erosion and sediment control (\$6,483.15), and public improvements (\$120,570.98). The total bonded amount cashed in was \$192,454.13 and was deposited in the City's CIP Fund. The city performed public improvement portions of the work covered by the bonds, consisting of, but not limited to sidewalk repair, base asphalt and subgrade repairs, surface asphalt, E&S, and curb and gutter work. The total amount for the work performed to date is \$77,012.02 which was funded through the Public Works Public Service Division. There is remaining work that needs to be completed to close out this project. The remaining balance of unspent bond funds is \$115,443 which needs to be appropriated so that the remaining outstanding work can be completed.

### Financial Impact

A performance bond ensures that a contractor completes a construction project in accordance with the contract and protects the City from financial loss if the contractor fails to do so. The contractor was required to provide this bond at the start of the project. The funds now being used to complete the repairs are proceeds from that bond, meaning there is no financial impact to the City and no local funds are required to finish the work.

### Recommendation

Staff recommends approval of the resolution to appropriate the funds.

### Recommended Motion (if Applicable)

### Attachments

1. Resolution to Appropriate \$115,443 Woodland Performance Bond Funds



**RESOLUTION #R-\_\_-\_\_**  
**Resolution to Appropriate \$115,443 in Woodland Drive Performance Bond Funds**

**WHEREAS**, the City of Charlottesville has received a performance bond for the Woodland Drive project; and

**WHEREAS**, the contractor has not completed the work and the bond proceeds were cashed and deposited in the City's CIP fund and the funds are now needed to complete the necessary work and closeout the project;

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville is hereby appropriated in the following manner:

**Expenditure**

\$ 115,443      Fund: 426      Funded Program: P-01140      G/L Account: 530670

Date Adopted:

Certified: \_\_\_\_\_  
Clerk of Council

# Policy Briefing Summary

## City Council



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<b>Regarding:</b>	<b>Resolution to Appropriate \$18,564 received from Library of Virginia Circuit Court Records Preservation Grants Review Board (1 of 2 readings)</b>
<b>Staff Contact(s):</b>	Llezelle Dugger, Clerk of Court, Taylor Harvey-Ryan, Grants Program Manager
<b>Presenter:</b>	<b>Llezelle Dugger, Clerk of Court</b>
<b>Date of Proposed Action:</b>	April 20, 2026

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### Issue

The Clerk of Circuit Court has applied for and received a grant from the Library of Virginia (LVA) in the amount of \$18,564. The agenda item will approve the appropriation of the grant funds already received.

### Background / Rule

The Clerk of Court for the Charlottesville Circuit Court applied for and received a grant from the Library of Virginia (LVA). The LVA Circuit Court Records Preservation (CCRP) Grants Review Board convenes each year to evaluate grant applications submitted by Virginia's circuit court clerks and to award grant funds for processing, conserving, securing, and increasing access to circuit court records. The board is part of the Library of Virginia's Circuit Court Records Preservation Program, which was established in 1991 to aid in preserving the records of the Commonwealth's circuit courts.

### Analysis

The grant amount will provide vital funding to support the Clerk's efforts to preserve permanent records such as land records, will books, vital records, and court order books. Once the project is complete, the historical documents will be in plastic sleeves that allow access to the historical documents without risking continued deterioration of the documents through human touch.

### Financial Impact

None. The City has already received the grant funds from the Library of Virginia. The funds only need to be appropriated.

### Recommendation

Staff recommends adoption of the resolution, waiving the requirement for a second reading.

### Recommended Motion (if Applicable)

*"I move to approve the resolution appropriating \$18,564 in grant funds to the Circuit Court Clerk's Office to support court record preservation efforts."*

### Attachments

1. CCRP Grants Program Award Certification Form 2025
2. CCRP Resolution 4-20-26 FY2025

CCRP GRANTS PROGRAM AWARD CERTIFICATION FORM

Locality: Charlottesville City

Date of Award: 2/25/2025

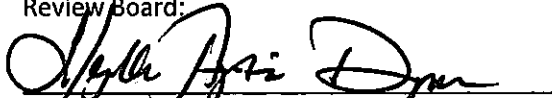
Grant #: 2025FY-130

Amount of Grant Award: \$18,564.00

Grant Type: Item Conservation

Amount of Grant Request: \$18,564.00

By signing this document, I agree to the three statements below, as well as the decision of the CCRP Grants Review Board:

  
Signature of Circuit Court Clerk

LEZELLE AGUSTIN DUGGER  
Typed or Printed Name of Circuit Court Clerk

**Statement regarding expenditure of funds:**

I will abide by applicable state and local procurement rules and agree that funds granted under the Virginia Circuit Court Records Preservation Program will be spent only in accordance with the plan of work and budget statement presented in this application, and that any changes in the submitted proposal of work and/or budget will be submitted in writing to the grants office for approval in advance. I understand that grant funds will only be released upon receipt of verification form indicating that the proposal of work has been fully completed. I will ensure that any agreements for goods or services to be paid for with grant funds will be consistent with the project requirements set forth in the CCRP Program Manual.

**Statement regarding archival and records management policies and procedures:**

I agree to comply with all policies and procedures required by the Code of Virginia, and the decisions of the Circuit Court Records Preservation Grants Review Board and the Library of Virginia concerning the management, preservation, reproduction, and storage of public records, as well as those pertaining to the official recording of such records in government offices, whether on paper, microfilm, digital image, or any other medium.

**Statement regarding project status and financial expenditure reports:**

I agree to submit program status and financial expenditure reports as required by the Library of Virginia. I also agree to account for all grant funds, to maintain separate financial and programmatic records on this project, and to retain such source documentation as canceled checks, paid bills, payroll, or other accounting documentation, in conjunction with the fiscal office of this locality, that would facilitate an audit. I understand that failure to submit the status and financial reports will result in grant funds not being released and this office becoming ineligible to receive future grant funding, until such time that the delinquent reports have been successfully submitted.

(CCRP Grants Program Award Certification Form v. 10/2020)

Version 1/10/2022 msAccess

**RESOLUTION**

**Appropriating Funding in the Amount of \$18,564 received from Library of Virginia Circuit Court Records Preservation Grants Review Board**

**WHEREAS**, The City of Charlottesville, through the Clerk of Circuit Court Office, has been awarded a grant from the Library of Virginia Circuit Court Records Preservation Grants Review Board (CCRP), in the amount of \$18,564;

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that, upon receipt of the CCRP funding from the Commonwealth, said funding, in the sum of \$18,564, is hereby appropriated in the following manner:

Revenues			
\$18,564	Fund 209	Order 1900546	GL 430110 State Grants
Expenditures			
\$18,564	Fund 209	Order 1900546	GL 530010 Professional Services

# Policy Briefing Summary

## City Council



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<b>Regarding:</b>	<b>FY26 Charlottesville Affordable Housing Fund Grant Funding Award</b>
<b>Staff Contact(s):</b>	Madelyn Metzler, Housing Compliance Coordinator
<b>Presenter:</b>	<b>Madelyn Metzler, Housing Compliance Coordinator</b>
<b>Date of Proposed Action:</b>	April 20, 2026

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### Issue

The Charlottesville Affordable Housing Fund (“CAHF”) Committee has completed its review of FY26 grant funding applications and requests the Council of the City of Charlottesville, Virginia’s (“City Council”), approval of the recommended awards. Seven (7) applications were considered, and five (5) are recommended for funding.

### Background / Rule

CAHF, supported through the City’s Capital Improvement Program (“CIP”), provides funding for the creation, preservation, and rehabilitation of affordable housing within the City. A Notice of Funding Availability was issued on August 28, 2025, announcing \$823,000 in available funding. City Staff received seven (7) complete applications, totaling \$1,469,785 in requests.

The CAHF Committee reviewed and scored applications using a standardized rubric that evaluates affordability, population served, project readiness, environmental sustainability, demonstrated need, organizational capacity, and alignment with City priorities. Final average scores ranged from eighty-six (86) to ninety-nine (99). Pursuant to the CAHF Grant Program process, the CAHF Committee submits funding recommendations to City Council for approval.

### Analysis

Given the limited funds relative to total requests, the CAHF Committee prioritized applications that most closely aligned with Program goals and advanced the City’s affordable housing objectives. With application scores closely grouped, the CAHF Committee applied a consistent approach to funding distribution. The three (3) highest scoring applications are recommended at seventy-two percent (72%) of their request, and the remaining two (2) applications are recommended at approximately seventy percent (70%) of their request.

Two (2) applications were not recommended for funding. The request for the Kindlewood Phase II/PCLT Townhomes would have supplemented an existing \$3.15 million City commitment that already includes the expectation of delivering homeownership opportunities, and the CAHF Committee determined that additional support would not expand outcomes. The Uhuru Foundation’s request focused on acquiring a property already in use for its transitional housing program, and the Applicant indicated both that other funding options were available and that there was no immediate risk of losing the property. Based on alignment with Program priorities and demonstrated need, the CAHF Committee did not recommend CAHF funding for these proposals.

The recommended awards collectively support rehabilitation, preservation, and construction of affordable units; deepen affordability levels; and advance City goals related to housing stability for low-income households. The CAHF Committee recommends allocating the \$823,000 as follows:

- AHIP (\$166,800);

- Building Goodness Foundation (\$70,000);
- Community Services Housing (\$68,997.50);
- Habitat for Humanity (\$286,026.86); and
- Piedmont Housing Alliance (\$231,175.64).

**Financial Impact**

The \$823,000 in recommended awards was allocated through the City's FY26 CIP Budget for the CAHF Fund. No additional financial impact is associated with the proposed action, as all recommended expenditures fall within existing appropriations.

**Recommendation**

City Staff recommends City Council adopt the attached Resolution approving the CAHF Committee's FY26 funding recommendations and authorize the allocation of CAHF funds to the five (5) identified projects.

**Recommended Motion (if Applicable)**

"I Move adoption of the Resolution approving the CAHF Committee's FY26 funding recommendations and authorize distribution of CAHF funds to the five (5) identified projects."

**Attachments**

1. RESOLUTION ALLOCATING CAHF FY26 GRANT PROGRAM FUNDING
2. Charlottesville CAHF Report FY26



**RESOLUTION #R-\_\_-\_\_**

**RESOLUTION ALLOCATING CHARLOTTESVILLE AFFORDABLE HOUSING FUND FY26 GRANT PROGRAM FUNDING FOR AFFORDABLE HOUSING PROJECTS AND INITIATIVES IN THE AMOUNT OF \$823,000**

**WHEREAS** the City of Charlottesville, Virginia (“City”), having established the Charlottesville Affordable Housing Fund (“CAHF”) Grant Program to provide financial support for community agency programs aiding in affordable housing and homelessness relief, hereby allocates \$823,000 from the CAHF Grant Program under Fund 426 Project: CP-084, as per the City’s FY26 Capital Improvement Program Budget.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia (“City Council”), that upon consideration of the CAHF Committee’s recommendations for the CAHF Grant Program, City Council hereby allocates funds to the following CAHF applicants:

<b>Fund</b>	<b>Project</b>	<b>G/L Account</b>	<b>Applicant</b>	<b>Funded Project/Initiative</b>	<b>CAHF Award</b>
426	CP-084	530670	Albemarle Housing Improvement Program	Charlottesville Critical Repair and Rehab	\$166,800.00
426	CP-084	530670	Building Goodness Foundation	C'ville Builds: Healthy Homes	\$70,000.00
426	CP-084	530670	Community Services Housing	Rehabilitation of CSH Properties	\$68,997.50
426	CP-084	530670	Habitat For Humanity of Greater Charlottesville	Habitat Core 2026	\$286,026.86
426	CP-084	530670	Piedmont Housing Alliance	Deepening Affordability at 1025 Park St.	\$231,175.64

**BE IT FURTHER RESOLVED** that all funding awards within this Resolution shall be provided as grants to the entities listed under the “Applicant” column above to be used solely for the purposes outlined in their respective Grant Applications, and any subsequent Grant Agreement. The City Manager is authorized to negotiate and execute Funding Grant Agreements with each recipient to ensure proper utilization of funds.

Date Adopted: \_\_\_\_\_

Certified: \_\_\_\_\_

Clerk of Council



# **Charlottesville**

## **FY 2026 Charlottesville Affordable Housing Fund (CAHF) Grant Report**

April 20, 2026

### **CAHF Committee Members:**

Chris Cullinan  
Misty Graves  
Taylor Harvey-Ryan  
S. Lisa Herndon  
Sarah Malpass  
Jamaala Hamilton

### **City Staff Liaison:**

Madelyn Metzler, Acting Housing Program Manager

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# INTRODUCTION

## Background

The Charlottesville Affordable Housing Fund (CAHF) Grant Program is a key tool in the City's efforts to address affordable housing challenges. The program provides critical financial resources to nonprofit organizations and developers for the creation, preservation, and rehabilitation of affordable housing units within the City of Charlottesville. CAHF grant funds can be used for capital development projects, including new construction and rehabilitation, to ensure long-term affordability for low- and moderate-income households. The CAHF Grant Program aims to increase Charlottesville's affordable housing stock, mitigate displacement, and support inclusive growth. The program is funded through the Charlottesville Affordable Housing Fund (CAHF), which is supported by the City's Capital Improvement Program (CIP) budget.

The CAHF Committee evaluates applications received through the CAHF Grant cycle and recommends priorities for the use of funding to City Council. The Committee reviews applications and scores them based on quality of application, the importance of the type of service being provided, and alignment with the City's affordable housing goals.

A Notice of Funding Availability (NOFA) was issued on August 28, 2025, announcing timelines and the amount of funding available for the CAHF Grant Program. The notice advertised \$823,000 available with an application period of October 21, 2025 through November 21, 2025. Staff received seven complete applications for funding by the submission deadline with a total of \$1,469,785 in funding requests.

## Funding Review Process

The Committee reviewed the applications for quality using an objective rubric that evaluated:

- Number of affordable units;
- Level of affordability;
- Affordability periods;
- Population served;
- Environmental impact and sustainability;
- Demonstrated need;
- Project readiness;
- Alignment with City priorities;
- Diversity, equity, and inclusion focus;
- Accessibility;
- Community participation and engagement;
- Organizational capacity; and
- Budget and funding strategy.

Priority is given to programs that provide essential services to vulnerable populations, including projects targeting individuals experiencing homelessness, and to programs positively impacting the state of homelessness in the City of Charlottesville.

Committee members reviewed and scored applications individually and as a group using a rubric developed by the Committee. Each member rated the applications based on the scoring criteria. After discussing each application, Committee members finalized their scores, and the final score

was calculated as the average of all the reviewers' scores. The maximum possible score was 105. The lowest score was 86 and the highest score was 99.

<b>95-99 points</b>	<b>90-94 points</b>	<b>85-89 points</b>
4 applications	1 application	2 applications

Following review of the applications and the total funding available, the Committee recommended awards for five of the seven submissions. Given the close range of scores, the Committee applied a consistent funding approach across the recommended applications. The top three applications are recommended to receive 72 percent of their requested funding, while the remaining two recommended applications are recommended to receive 70 percent of their requested funding. The two applications not recommended for funding also scored well, but were ultimately determined to be less aligned with the program's goals and priorities compared to the other projects. Additional detail on these determinations is provided below.

## SUMMARY OF APPLICATIONS

The following pages contain summaries of applications in alphabetical order of the applicant. The summaries include a brief description of the program and the amount of the funding request, followed by the Committee's ranking and recommended funding amount.

### Albemarle Housing Improvement Program (AHIP)

**Project Name: Charlottesville Critical Repair and Rehab**

**Requested Funding: \$240,000**

Purpose of Requested Funding: The goal of the project is to provide home rehabilitations, critical repairs, accessibility modifications, and energy-efficiency upgrades to 12 homeowners which will preserve existing affordable housing and help homeowners remain safe in their homes.

Proposed Funding: \$166,800

### Building Goodness Foundation (BGF)

**Project Name: C'ville Builds: Healthy Homes**

**Requested Funding: \$100,000**

Purpose of Requested Funding: The goal of the project is to deliver high-quality, urgently-needed, and no-cost construction repair and renovation services for low-income homeowners in Charlottesville so that they can remain safely and comfortably housed.

Proposed Funding: \$70,000

### Community Services Housing (CSH)

**Project Name: Rehabilitation of CSH Properties (Pine Street and Short 18th Street)**

**Requested Funding: \$96,500**

Purpose of Requested Funding: The goal of the project is to preserve housing stability through HVAC, appliance, and other upgrades that improve comfort, increase energy efficiency, and enhance both short- and long-term affordability for extremely low-income residents living with disabilities.

Proposed Funding: \$68,997.50

## Habitat For Humanity of Greater Charlottesville (Habitat)

**Project Name: Habitat Core 2026**

**Requested Funding: \$400,000**

Purpose of Requested Funding: The goal of the project is to create eight for-sale affordable homes for households with incomes at or below 60% of the Area Median Income. Homes will be either newly constructed or renovated in one or various infill locations in the city.

Proposed Funding: \$286,026.86

## Piedmont Housing Alliance (PHA)

**Project Name: Deepening Affordability at 1025 Park St.**

**Requested Funding: \$323,285**

Purpose of Requested Funding: The goal of the project is to deepen affordability at 1025 Park Street by converting three units from 60% to 40% AMI, ensuring long-term access to quality, energy-efficient housing for lower-income families in Charlottesville.

Proposed Funding: \$231,175.64

**Project Name: Kindewood Phase II - PCLT Townhomes for Sale**

**Requested Funding: \$160,000**

Purpose of Requested Funding: The goal of the project is to, in partnership with the Piedmont Community Land Trust (PCLT), create 4 opportunities in the City of Charlottesville for affordable homeownership that prioritize place-making at Kindewood.

Proposed Funding: \$0

*This project was not recommended for funding, as it is already supported through a \$3.15 million commitment in the City's capital improvement program, which includes a commitment to create six homeownership opportunities. Given the limited funding available for new initiatives, the Committee determined that additional support would reinforce existing commitments rather than expand them.*

## The Uhuru Foundation

**Project Name: Transitional Housing for Returning Citizens**

**Requested Funding: \$150,000**

Purpose of Requested Funding: This project will support The Uhuru Foundation's (Uhuru's) acquisition of a 4-unit duplex it currently rents for its transitional housing program. This purchase will ensure long-term affordability and enable Uhuru to build equity for future expansion.

Proposed Funding: \$0

*This project was not recommended for funding. The request focused on acquiring an asset already used for program operations and the applicant indicated that they were not at risk of losing the property and had other funding avenues to pursue. Given the limited resources available, the Committee prioritized proposals with greater demonstrated need and clearer alignment with program goals.*

# FUNDING RECOMMENDATIONS

After careful consideration and discussion of all applications, the CAHF Committee recommended the following awards of CAHF Grant funding:

- AHIP, Charlottesville Critical Repair and Rehab: \$166,800.00
- Building Goodness Foundation, C'ville Builds: Healthy Homes: \$70,000.00
- Community Services Housing, Rehabilitation of CSH Properties: \$68,997.50
- Habitat for Humanity of Greater Charlottesville, Habitat Core 2026: \$286,026.86
- Piedmont Housing Alliance, Deepening Affordability at 1025 Park St.: \$231,175.64

# Policy Briefing Summary

## City Council



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<b>Regarding:</b>	<b>Resolution to approve the City's participation in the proposed settlement of opioid-related claims against Six Remnant defendants and directing the City Attorney to execute the documents necessary to participate in the settlement .</b>
<b>Staff Contact(s):</b>	Steven King, Assistant to the City Manager
<b>Presenter:</b>	<b>John Maddux, City Attorney</b>
<b>Date of Proposed Action:</b>	April 20, 2026

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### Issue

The opioid epidemic cost thousands of human lives across the country and adversely impacted the delivery of emergency medical, law enforcement, criminal justice, mental health, and substance abuse services, and other services by the City's various departments and agencies. Responding to the various social, structural, and psychological damage caused by the epidemic has required the allocation of substantial taxpayer dollars, resources, and staff energy in the past and will continue to be require a great deal of public resources and resolve.

### Background / Rule

In July 2021, the three major pharmaceutical distributors—McKesson, Cardinal Health, and AmerisourceBergen agreed to a settlement totaling \$21 billion payable over 18 years, along with \$5 billion from Janssen Pharmaceuticals (Johnson & Johnson) over nine years. At least 85% of these funds are designated for opioid abatement purposes.

These agreements resolved a substantial portion of claims brought by states, cities, counties, and tribal governments in multidistrict litigation (MDL-2804), which consolidated more than 2,900 cases originating from communities suffering opioid-related harms

### Analysis

Signing on to the settlement will allow the City to receive additional financial resources to support programs, projects, and initiatives designed to reduce opioid use and support those struggling with addiction.

### Financial Impact

The portion of the settlement that will be awarded to the City will be determined by the States funding formula, and it is currently unclear how much more the City will receive annually in settlement funds.

### Recommendation

City Staff recommends City Council adopt the attached Resolution approving a City Attorney to execute the documents necessary to effectuate the City's participation in the settlements.

### Recommended Motion (if Applicable)

City Staff request waiving the second reading and approving the resolution on the first reading in order to sign onto the settlement before the May 6th deadline.

### Attachments

1. RESOLUTION Opioid settlement 6 Remnant Defendants



#R-\_\_-\_\_

**RESOLUTION OF THE COUNCIL OF THE CITY OF CHARLOTTESVILLE TO APPROVE THE CITY'S PARTICIPATION IN THE PROPOSED SETTLEMENT OF OPIOID-RELATED CLAIMS AGAINST SIX REMNANT DEFENDANTS AND DIRECTING THE CITY ATTORNEY TO EXECUTE THE DOCUMENTS NECESSARY TO EFFECTUATE THE CITY'S PARTICIPATION IN THE SETTLEMENTS**

**WHEREAS**, the opioid epidemic that has cost thousands of human lives across the country also impacts the City of Charlottesville by adversely impacting the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services by the City's various departments and agencies; and

**WHEREAS**, the Commonwealth of Virginia and its counties and cities, including the City of Charlottesville, have been required and will continue to be required to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause the citizens of the Commonwealth and the City of Charlottesville; and

**WHEREAS**, a settlement proposal has been negotiated that will cause Six Remnant Defendants to pay to resolve opioid-related claims against them; and

**WHEREAS**, the City of Charlottesville has approved and adopted the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding (the "Virginia MOU"), and affirms that this pending settlement with Six Remnant Defendants shall be considered a "Settlement" that is subject to the Virginia MOU, and shall be administered and allocated in the same manner as the opioid settlements entered into previously; and

**WHEREAS**, the City Attorney has reviewed the settlement and has recommended that the City participate in the settlement in order to recover its share of the funds that the settlement would provide.

**NOW THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, this \_\_\_ day of \_\_\_\_\_, 2026, that it approves of the City's participation in the proposed settlement of opioid-related claims against Six Remnant Defendants and their related corporate entities, and directs the City Attorney to execute the documents necessary to effectuate the City's participation in the settlements, including the required release of claims against the Six Remnant Defendants.

Date Adopted:

Certified: \_\_\_\_\_  
Clerk of Council



# **City Manager's Report**

## *City Departments*

**4-20-2026**

### **City Manager – Sam Sanders (he/him)**

- April 8
  - Emergency Communications Center (ECC) Management Board Meeting:
    - Reviewed and approved the proposed FY27 Budget with a 4.6% increase over the prior year.
    - Discussed the proposed capital improvement program with specific attention to long-term needs and high-cost communications projects to support operations.
    - Board reviewed revisions to the Bylaws that will be presented to all participating jurisdictions for approval which makes them final and updated.
- April 9
  - City Council adopted the FY27 Budget, and I offer my sincere thanks to Krisy Hammill, Budget Director, and her team for their tireless efforts to bring forward the next City budget. I want to thank my team in the City Manager's Office for their respective contributions and for supporting the process. A big thanks to all department heads and their teams for the work they did to produce operating and capital budget proposals aimed at supporting their delivery of quality and effective services and programs according to Council's priorities.
- April 14
  - Attended a special meeting of the ECC Management Board to conduct interviews for a new director.

### **Assistant City Manager (ACM) – Evan Pilachowski (he/him)**

- ACM Pilachowski has continued to prioritize meeting with community leaders throughout March and April 2026 to familiarize himself with the community and better understand the needs of its neighborhoods and citizen groups. Notable meetings included traffic calming discussions with the Fifeville Neighborhood Association members, community members from Westwood Road, and an upcoming meeting with the Martha Jefferson Neighborhood Association. Public meetings for Fifeville and traffic patterns around Summit Elementary are being planned for May 2026 to get input from these communities to ensure that planned solutions will address identified problems and have support from the community. Lessons learned from these and other traffic discussions will be used to evaluate the effectiveness of the City's existing traffic calming procedures, with recommendations to City Council to follow for any proposed updates.

## Utilities – Director Lauren Hildebrand (she/her)

- National Safe Digging Month
  - April is National Safe Digging Month. With the start of the outside project season here, the Charlottesville Department of Utilities reminds the community of the importance of contacting VA811 before breaking ground on any digging project – no matter the size. The 811 service professionally marks the location of any buried utilities on your property for free, helping to prevent their damage and a potentially hazardous situation. For more information on VA811, please visit [www.charlottesville.gov/gassafety](http://www.charlottesville.gov/gassafety).
- Charlottesville Utilities Storm Drain Art Contest Artwork Unveiling
  - The three winning designs for the Charlottesville Utilities Storm Drain Art Contest are officially on display in McIntire Park! The painted storm drains were unveiled at a ceremony on April 14 and are located along the sidewalk above the front softball fields. This educational art-in-place experience serves to remind the community of the importance of stormwater pollution prevention, where it will engage and educate the community for years to come. We encourage everyone to check them out! More information on the contest and winning designs is at [www.charlottesville.gov/stormwater](http://www.charlottesville.gov/stormwater).
- Natural Gas Safety Survey
  - Natural gas is a common energy source in our area, and the Department of Utilities prioritizes gas safety awareness among the public. Every four years, Utilities administers a federally mandated gas safety survey to all stakeholders in the community. This spring, the University of Virginia Center for Survey Research is assisting Utilities in this action and is conducting a safety survey for residents and commercial businesses, compiling a comprehensive sample of the opinions for those stakeholders. If you are asked to participate, we would greatly appreciate your responses, as they will help Utilities continue its robust safety program. All answers will remain confidential.
- West Main Street Utilities Replacement Project
  - The Charlottesville Department of Utilities continues its City-wide implementation of planned infrastructure improvements with the West Main Street Utilities Replacement Project. This project builds on the City's commitment to provide the community with an industry-leading public utility by modernizing aging gas and water distribution infrastructure throughout the City. Funded through Utilities enterprise funds and grant support, this project represents a strategic investment in Charlottesville's future. Phase One is scheduled to begin summer 2026 in the area between the Beta Bridge and the intersection at Chancellor Street and University Avenue. For more information on the project and to sign up to receive notifications and project updates, including an upcoming Phase

One kickoff event, please visit  
[www.connect.charlottesville.gov/WestMainUtilitiesProject](http://www.connect.charlottesville.gov/WestMainUtilitiesProject).

## **Parks & Recreation – Director Riaan Anthony (he/him)**

- City Market
  - Opening Day was Saturday, April 4, and we're so excited to kick off another fantastic season! This year, we have reached an exciting milestone with 112 booths booked on Opening Day, the most ever recorded. In addition, 198 vendors applied for the 2026 City Market, setting another record before the season begins.
  - We are also proud to unveil the new Market Parklet this year. This inviting astroturf space will provide a welcoming place for visitors to sit, eat, play, and enjoy live music. To support this addition, the market footprint has expanded to create room for the parklet and allow for additional food trucks to participate.
- Farmers in the Park
  - Opening Day is Wednesday, May 6. We are especially excited to welcome local breweries this year through a collaboration with the Charlottesville Ale Trail. Each monthly event will feature up to two Ale Trail breweries in a designated drinking area within the park, along with music and beautiful views of Carter Mountain.
  - Interest continues to grow, and we currently have 30 vendors who have already applied.
- General Programs
  - Summer camp registration is already 90% full across all camp locations and offerings. This summer, camp sites will include Tonsler (Camp Blue Ridge, ages 10–12) and Carver and Key (Camp Shenandoah, ages 6–9). Each location will be supported by a site director, assistant director, and full counseling staff.
- Athletics
  - Winter volleyball season is wrapping up, while spring volleyball and spring softball are scheduled to begin on April 20.
- Special Events
  - Our Lunar New Year celebration at Carver Recreation on March 7 sold out with 276 participants and received excellent feedback.
  - The annual Eggstravaganza at McIntire Park on March 21 was also a tremendous success, featuring egg hunts, music, crafts, and family activities.
  - Looking ahead, our next exciting event is the Skate Park Birthday on April 18.

- Stay tuned for more great events this year, including Lego Fest, Butterfly Festival, Halloween, and Grand Illumination.
- We are thrilled by the strong participation, new programming, and growing community engagement across all areas. It is shaping up to be an exciting and impactful season for Parks and Recreation!
- Urban Forest Management Plan Update
  - The Urban Forest Management Plan is now live. More information can be found on the [Connect Charlottesville page](#), developed in collaboration with Neighborhood Development Services. This page serves as a central hub for information related to the Urban Forest Management Plan, including goals, updates, and opportunities for community engagement.
  - As part of this effort, a [public survey](#) is available until May 24 to gather valuable input from residents and stakeholders. Your feedback will play an important role in shaping the future of our urban forest.

### **Neighborhood Development Services (NDS) – Director Kellie Brown (she/her)**

- Rose Hill Planning “Pop-Up”
  - City staff successfully hosted an in-person Planning “Pop-Up” and Rose Hill Concepts Unveiling, bringing together community members in an open and welcoming setting to share ideas and provide input. The event reflected strong collaboration across multiple departments and teams, resulting in a well-coordinated and engaging experience for attendees.
  - Approximately 45 community members participated, offering valuable feedback that will help inform ongoing planning efforts. Staff also developed and shared video content during the event to clearly communicate how various projects and initiatives connect to the City’s broader planning processes.
  - Special thanks to NDS and the Office of Communications & Public Engagement (CAPE) for providing refreshments and on-site support, as well as assisting with media coverage and outreach materials. Additional recognition is extended to interns Sarah Kim and Mike Parisi for their contributions to graphic design and media production.
- Rose Hill Repaving Concepts
  - The City of Charlottesville is studying safety and mobility improvements along Rose Hill Drive between Preston Avenue and Rugby Avenue (0.6 miles) ahead of repaving in Summer 2027. The project will assess current conditions, gather community input, and identify a preferred design for implementation.
  - The goal is to improve safety and access for all users while supporting nearby neighborhoods, schools, transit stops, and community

destinations, including Jackson P. Burley Middle School, Murray High School, the Health Department, and CAT Route 9.

- More information can be found on the Connect Charlottesville [project page](#).

# Policy Briefing Summary

## City Council



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<b>Regarding:</b>	<b>Public hearing and resolution to authorize execution of Right-of-Way Agreement and Utility Easement at Darden Towe Park</b>
<b>Staff Contact(s):</b>	Riaan Anthony, Director of Parks & Recreation
<b>Presenter:</b>	<b>Riaan Anthony, Director of Parks &amp; Recreation</b>
<b>Date of Proposed Action:</b>	April 20, 2026

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### Issue

#### Background / Rule

City Council approval is requested to authorize the City Manager to execute a Right-of-Way Agreement granting a utility easement to Virginia Electric and Power Company (dba Dominion Energy Virginia) across property jointly owned by the City of Charlottesville and the County of Albemarle at Darden Towe Park. The easement is necessary to extend electrical service near the Lewis and Clark Building to a new prefab ADA-compliant restroom facility adjacent to the picnic shelter and to provide upgraded electrical service to the existing pavilion facilities at the park. Without approval of this easement, the electrical installation required for the restroom and pavilion cannot proceed, delaying completion of a project that is part of Albemarle County's ADA Capital Improvement Project (CIP). This action is consistent with the existing joint ownership and operational framework between the City and Albemarle County as outlined in the 2007 Darden Towe Park Agreement.

#### Analysis

Darden Towe Park is jointly owned and operated by the City of Charlottesville and Albemarle County, with both jurisdictions sharing responsibility for capital improvements and park operations. Albemarle County's current Capital Improvement Project (CIP) includes installation of an ADA-compliant restroom facility to enhance accessibility and service to park users.

During installation, unforeseen electrical supply limitations were identified. To resolve this issue, a new electrical service line must be installed from the existing transformer near the Lewis and Clark Building to the restroom and pavilion. The proposed ROW agreement grants Dominion Energy a non-exclusive easement to construct, operate, and maintain underground electrical conduits and associated infrastructure across the park property.

The scope of the electrical installation includes:

- Installation of underground conduit and wiring
- Installation of a new 200-amp electrical panel mounted to the restroom
- Lighting, ventilation, and GFCI-protected outlets
- Power service to the adjacent picnic shelter pavilion
- ADA and local code compliance

The project improves public safety, extends seasonal usability of facilities, and ensures the park's infrastructure is modern, reliable, and prepared for future upgrades such as security cameras or automated fixtures.

Environmental impacts will be minimal, with trenching limited to existing paths and directional boring used to avoid roadway disruption. Energy-efficient LED lighting and ventilation systems will be installed.

**Financial Impact**

The total project cost for electrical installation is \$14,474.35, broken down as follows:

- Dominion Energy installation: \$697.55
- AAP Construction (road boring): \$3,200.00
- 200-amp electrical panel and infrastructure: \$10,576.80

Albemarle County's fiscal year 2025 expenses for this project were \$22,333, with the city's share at 30.75 percent or \$6,867.40. These costs were incorporated within the approved CIP budget for the ADA restroom project at Darden Towe Park. No additional General Fund appropriation is required.

**Recommendation**

Staff recommends that City Council approve the execution of the utility easement agreement with Dominion Energy Virginia. Approval will allow the City and Albemarle County to proceed with final construction and ensure the ADA restroom and pavilion facilities are fully operational, safe, and accessible to the public.

**Recommended Motion (if Applicable)**

I move that City Council authorize the City Manager (or designee) to execute the Right-of-Way Easement Agreement with Dominion Energy Virginia for the installation of electrical infrastructure at Darden Towe Park to support the ADA restroom and picnic shelter pavilion project.

**Attachments**

1. agr\_abemarle\_county\_and\_city\_of\_charlottesville\_combined\_0071
2. Darden Towe Park ROW\_
3. 2026-04-20 RESOLUTION -Authorizing Execution Of A Right-Of-Way Agreement And Utility Easement



**Right of Way Agreement**

**THIS RIGHT OF WAY AGREEMENT**, is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, and the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation, ("**GRANTORS**") and **VIRGINIA ELECTRIC AND POWER COMPANY**, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia, with its principal office in Richmond, Virginia ("**GRANTEE**").

**WITNESSETH:**

1. That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, **GRANTOR** grants and conveys unto **GRANTEE**, its successors and assigns, the perpetual right, privilege and non-exclusive easement over, under, through, upon and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own internal telephone, fiber optic cables and other internal communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity, including the wires, fibers, cables and facilities of any other public service company in aid of or to effectuate such internal telephone or other internal communication purposes; including but not limited to the right:

1.1 to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as **GRANTEE** may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith; the width of said non-exclusive easement shall extend fifteen (15) feet in width across the lands of **GRANTOR**;

2. The easement granted herein shall extend across the lands of the **GRANTOR** situated in the **County of Albemarle**, Virginia, as more fully described on Plat Numbered **81-25-0071**, attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat, reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of **GRANTEE**. **GRANTEE** shall have the right to inspect, reconstruct, remove, repair, improve, relocate on the easement, and make such changes, alterations, substitutions, additions to or extensions of its facilities as **GRANTEE** may from time to time deem advisable.

**Initials:** \_\_\_\_\_

**This Document Prepared by Virginia Electric and Power Company and should be returned to:** Dominion Virginia Power, 1719 Hydraulic Road Charlottesville VA 22901.

(Page 1 of 7 Pages)  
DVPIDNo(s). 81-25-0071  
Tax Map No. 06200-00-00-02300

## Right of Way Agreement

4. **GRANTEE** shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by **GRANTEE** shall remain the property of **GRANTOR**.

5. For the purpose of exercising the right granted herein, **GRANTEE** shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of **GRANTOR**. The right, however, is reserved to **GRANTOR** to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, **GRANTEE** shall have such right of ingress and egress over the lands of **GRANTOR** adjacent to the easement. **GRANTEE** shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to **GRANTOR**.

6. **GRANTEE** shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to **GRANTEE's** rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay **GRANTOR**, at **GRANTEE's** option, for other damage done to **GRANTOR's** property inside the boundaries of the easement (subject, however, to **GRANTEE's** rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by **GRANTEE** in the process of the construction, inspection, and maintenance of **GRANTEE's** facilities, or in the exercise of its right of ingress and egress; provided **GRANTOR** gives written notice thereof to **GRANTEE** within sixty (60) days after such damage occurs.

7. **GRANTOR**, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with **GRANTEE's** exercise of any of its rights hereunder. **GRANTOR** shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, **GRANTOR** may construct on the easement fences, landscaping (subject, however, to **GRANTEE's** rights in Paragraph 4 of this Right of Way Agreement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with **GRANTEE's** exercise of any of its rights granted hereunder. In the event such use does interfere with **GRANTEE's** exercise of any of its rights granted hereunder, **GRANTEE** may, in its reasonable discretion, relocate such of its facilities as may be practicable to a new site designated by **GRANTOR** and acceptable to **GRANTEE**. In the event any such facilities are so relocated, **GRANTOR** shall reimburse **GRANTEE** for the cost thereof and convey to **GRANTEE** an equivalent easement at the new site.

Initials: \_\_\_\_\_

(Page 2 of 7 Pages)

DVPIDNo(s). 81-25-0071

## Right of Way Agreement

8. **GRANTEE's** right to assign or transfer its rights, privileges and easements, as granted herein, shall be strictly limited to the assignment or transfer of such rights, privileges and easements to any business which lawfully assumes any or all of **GRANTEE's** obligations as a public service company or such other obligations as may be related to or incidental to **GRANTEE's** stated business purpose as a public service company; and any such business to which such rights, privileges and easements may be assigned shall be bound by all of the terms, conditions and restrictions set forth herein.

9. This Right of Way Agreement shall be limited in duration and shall remain in force for a term of forty (40) years, except for any air rights together with easements for columns for support granted hereunder, in which case such air rights together with easements for columns for support shall exist for a term of sixty (60) years. At the end of any such term, this Right of Way Agreement shall automatically terminate unless **GRANTORS** agree to renew this Right of Way Agreement for an additional term of years.

10. In the event that this Right of Way Agreement is terminated, or if the removal of **GRANTEE's** facilities is otherwise desired by **GRANTOR**, then **GRANTOR** agrees that it will pay either (a) the cost of removing **GRANTEE's** wires and facilities in the event the facilities are no longer needed by **GRANTEE** to provide electric service to any of **GRANTEE's** customers, or (b) the cost of relocating **GRANTEE's** wires and facilities together with a suitable replacement easement in the event the facilities are needed by **GRANTEE** to provide electric service to any of **GRANTEE's** customers, each subject to appropriation by the **GRANTOR's** governing body. If such appropriation is not authorized by the **GRANTOR's** governing body then **GRANTEE** shall have the right to maintain its wires and facilities in the location established by this Right of Way Agreement for the full term hereof. Upon termination of this Right of Way Agreement, **GRANTOR** agrees to provide **GRANTEE**, if needed by **GRANTEE**, a suitable substitute easement subject to the same terms provided for herein for **GRANTEE's** wires and facilities. In the event that this Right of Way Agreement is revoked or terminated, all facilities constructed hereunder shall remain the property of **GRANTEE**.

11. **GRANTOR** covenants that in the event that **GRANTOR** sells or conveys the real property on which **GRANTEE's** wires and facilities are located by this Right of Way Agreement, **GRANTOR** will provide **GRANTEE** with a suitable permanent easement for **GRANTEE's** wires and facilities and, if necessary, pay the cost of relocating **GRANTEE's** wires and facilities to such permanent easement, subject to appropriation by the **GRANTOR's** governing body. If such appropriation is not authorized by the **GRANTOR's** governing body then **GRANTEE** shall have the right to maintain its wire and facilities in the location established by this Right of Way Agreement for the full term hereof.

12. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials: \_\_\_\_\_



## Right of Way Agreement

13. **GRANTOR** covenants that it is seised of and has the right to convey this easement, and the rights and privileges granted hereunder; that **GRANTEE** shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that **GRANTOR** shall execute such further assurances thereof as may be reasonably required.

14. The individual executing this Right of Way Agreement on behalf of **GRANTOR** warrants that the County of Albemarle is a political subdivision of the Commonwealth of Virginia and that he or she has been duly authorized to execute this easement on behalf of said entity.

**NOTICE TO LANDOWNER:** You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

**WITNESS** the following signatures.

**GRANTOR:**

**COUNTY OF ALBEMARLE, VIRGINIA**

By: \_\_\_\_\_  
(title) \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025  
by \_\_\_\_\_, as (title) \_\_\_\_\_,  
on behalf of the County of Albemarle, Virginia, Grantor.

\_\_\_\_\_  
Notary Public (print name)

\_\_\_\_\_  
Notary Public (signature)

My Commission Expires: \_\_\_\_\_

Registration Number: \_\_\_\_\_

Affix seal here.

**WITNESS** the following signatures.

**GRANTOR:**

**CITY OF CHARLOTTESVILLE, VIRGINIA**

By: \_\_\_\_\_  
(title) \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025  
by \_\_\_\_\_, as (title) \_\_\_\_\_,  
on behalf of the City of Charlottesville, Virginia, Grantor.

\_\_\_\_\_  
Notary Public (print name)

\_\_\_\_\_  
Notary Public (signature)

My Commission Expires: \_\_\_\_\_

Registration Number: \_\_\_\_\_

Affix seal here.

**Exhibit A**

This Exhibit "A" shall be attached to and made a part of the Right of Way Agreement executed by the undersigned Grantor on the \_\_\_\_ day of \_\_\_\_\_, 2025.

The following terms and conditions are incorporated therein:

**GRANTEE** agrees to indemnify, protect, defend and hold **GRANTOR**, its employees and agents, harmless from and against all claims, actions, losses, damages, costs, expenses and liabilities arising out of injury to or death of any person or loss of or damage to any property in or upon the easement or **GRANTOR'S** contiguous area, including the person or property of **GRANTOR**, its employees, agents, licensees, or others, to the extent such injury, death, loss or damage is caused by the acts or omissions of **GRANTEE**, its agents or employees. The foregoing indemnity shall not apply to any claims, actions, losses, damages, costs, expenses and liabilities arising from any act or omission of **GRANTOR**, its agents, employees, licensees or others.

**GRANTEE:** **VIRGINIA ELECTRIC AND POWER COMPANY  
D/B/A DOMINION VIRGINIA POWER**

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025

by \_\_\_\_\_  
(Name of officer or agent) (Title of officer or agent)

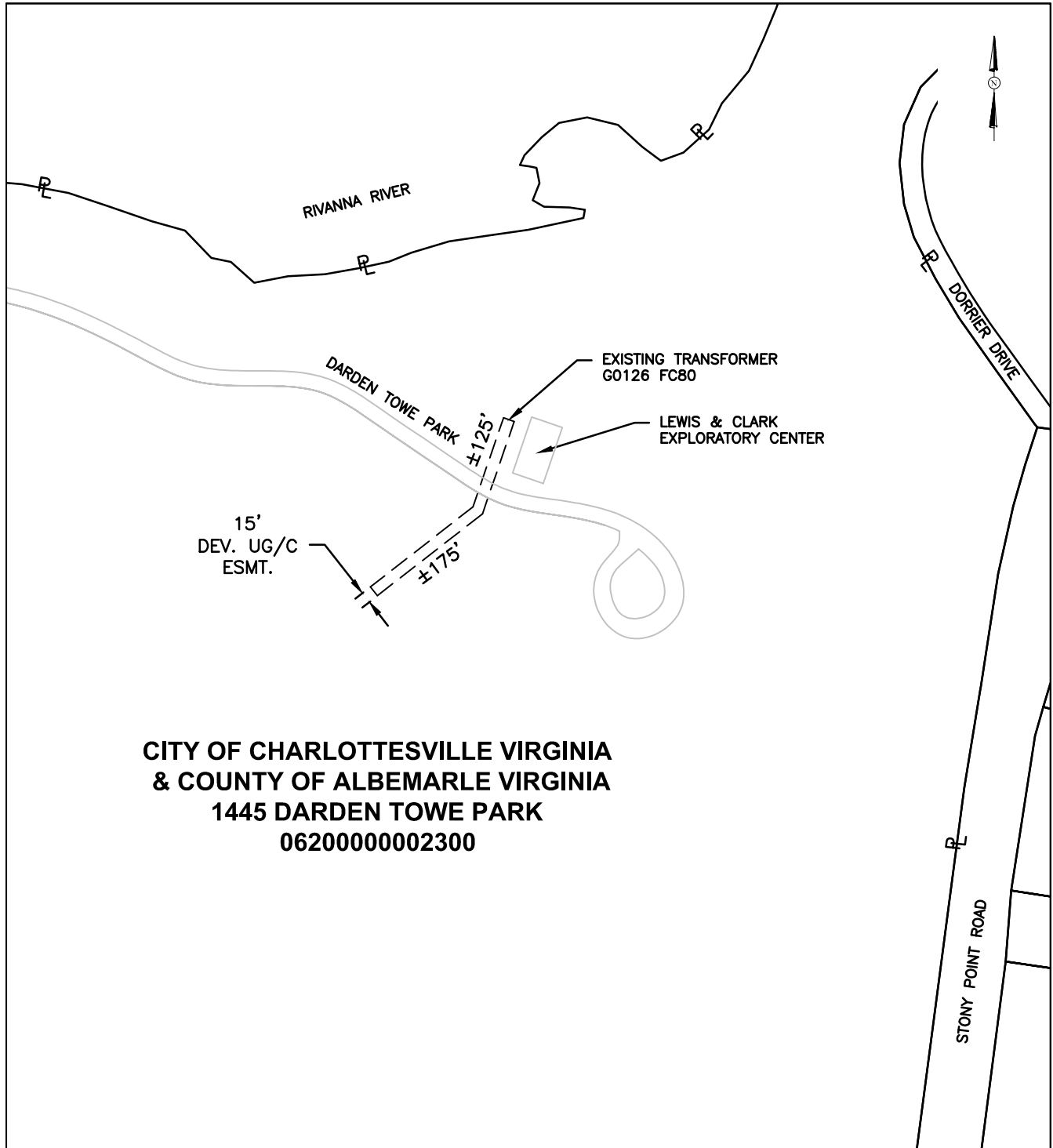
on behalf of Virginia Electric and Power Company D/B/A Dominion Virginia Power, Grantee.

\_\_\_\_\_  
Notary Public (Print Name)

\_\_\_\_\_  
Notary Public (Signature)

Virginia Notary Reg. No. \_\_\_\_\_

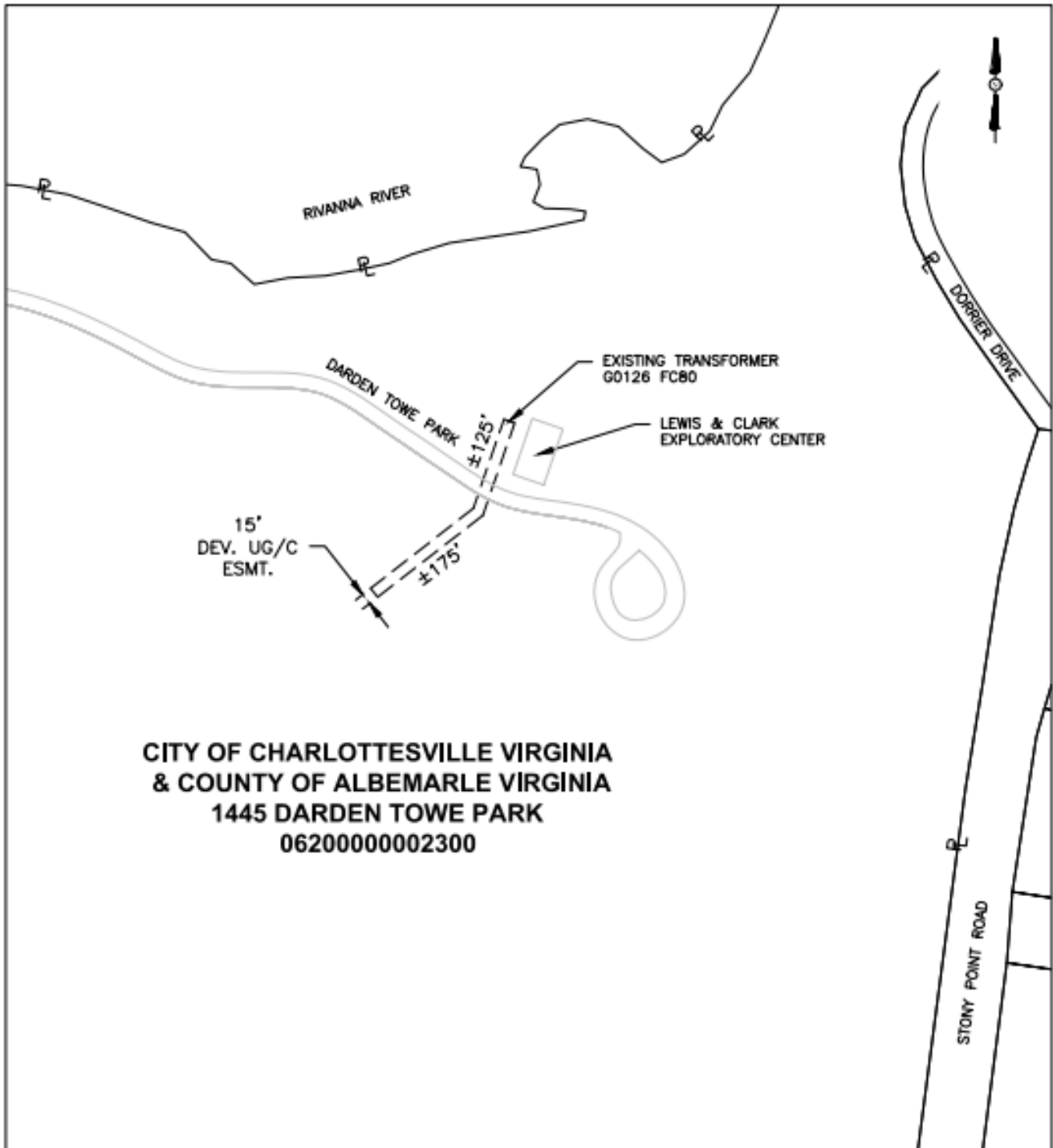
My Commission Expires: \_\_\_\_\_



**CITY OF CHARLOTTESVILLE VIRGINIA  
& COUNTY OF ALBEMARLE VIRGINIA  
1445 DARDEN TOWE PARK  
0620000002300**

<b>LEGEND</b> - - - Location of Right-of-Way Boundary - R - Indicates Property Line is Right-of-Way Boundary *NOTE: The centerline of the facilities in the field determine the centerline of the easement.	Region	Local Office	State	PLAT TO ACCOMPANY UG/C RIGHT-OF-WAY AGREEMENT VIRGINIA ELECTRIC AND POWER COMPANY doing business as <b>Dominion Energy Virginia</b>
	Western	Charlottesville	VA	
	County-City		Grid Number	
	Albemarle		G0126	
Work Request No.	DEVID No.	Scale		
10814999	81-25-0071	Not to Scale		
Date	By			
10/27/2025	R. Mason			

OWNER INITIALS \_\_\_\_\_



<b>LEGEND</b> --- Location of Right-of-Way Boundary = P = Indicates Property Line is Right-of-Way Boundary *NOTE: The centerline of the facilities in the field determine the centerline of the easement.	Region Western	Local Office Charlottesville	State VA	PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT VIRGINIA ELECTRIC AND POWER COMPANY doing business as <b>Dominion Energy Virginia</b>	UG/C	
	County-City Albemarle	Work Request No. 10814999	DEVID No. 81-25-0071			Grid Number G0126
	Date 10/27/2025	By R. Mason	Scale Not to Scale			
	OWNER INITIALS _____			Page 4 of 4		

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#R-2026-88

**RESOLUTION AUTHORIZING EXECUTION OF  
RIGHT-OF-WAY AGREEMENT AND UTILITY EASEMENT FOR  
ELECTRICAL SERVICE AT DARDEN TOWE PARK**

**WHEREAS**, Darden Towe Park (the “Park”) is jointly owned by the City of Charlottesville (the “City”) and the County of Albemarle (the “County”) pursuant to the 2007 Darden Towe Park Agreement (the “Agreement”) establishing shared responsibility for the Park’s development, operation, and maintenance; and

**WHEREAS**, the County, while implementing a project to construct an ADA-compliant restroom facility and to improve the picnic shelter at the adjacent pavilion in the Park, found that additional electrical infrastructure is needed to provide safe, reliable, and code-compliant electrical service; and

**WHEREAS**, the additional infrastructure requires granting a non-exclusive utility easement to Dominion Energy Virginia for the work; and

**WHEREAS**, under the terms of the 2007 Agreement, both the City and County must consent to and execute this easement affecting the Park; and

**WHEREAS**, the Council of the City of Charlottesville finds that executing the Right-of-Way Agreement serves a public purpose by improving public safety, accessibility, and infrastructure at the Park.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the Right-of-Way Agreement is approved and that the City Manager is authorized to execute the Agreement and to take any additional administrative actions necessary to complete the project.

Approved by Council  
April 6, 2026

\_\_\_\_\_  
Kyna Thomas, MMC  
Clerk of Council

	<u>Aye</u>	<u>No</u>
Oschrin	—	—
Payne	—	—
Fleisher	—	—
Snook	—	—
Wade	—	—

# Policy Briefing Summary

## City Council



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<b>Regarding:</b>	<b>Resolution to approve Business License Tax Refund of \$94,169.79, plus applicable interest</b>
<b>Staff Contact(s):</b>	John Hunt, Chief Deputy City Attorney, Jason Vandever, City Treasurer
<b>Presenter:</b>	<b>Todd Divers, Commissioner of the Revenue</b>
<b>Date of Proposed Action:</b>	April 20, 2026

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### Issue

For the Council of the City of Charlottesville, Virginia's ("City Council"), review and consideration, attached is a Resolution authorizing the refund of taxes paid in error by an out-of-state contracting business ("Taxpayer").

### Background / Rule

The Taxpayer erroneously filed for and paid a business license tax in the City of Charlottesville, Virginia ("City"), on work performed in Albemarle County, Virginia ("County"), for tax years 2021 through 2025. In accordance with the statute of limitations imposed by Virginia Code §§ 58.1-3980 and 58.1-3981 (current year plus three (3) prior years), the refund and interest due for tax years 2023, 2024, and 2025 under Sec. 14-12 of the Code of the City of Charlottesville, Virginia ("City Code"), and Virginia Code § 58.1-3703.1 were approved by City Council on March 16, 2026, pursuant to City Code Sec. 30-6(b).

Subsequent to the discovery by the Commissioner of the Revenue ("COR") of the assessment error and reporting of same to Taxpayer, Taxpayer informed COR of the County's intent to assess for the maximum allowable back taxes under Virginia Code § 58.1-3703.1(A)(4)(b) --- current year plus up to six (6) prior years in cases of fraud or failure to apply for a license --- despite there being no evidence of fraud or intentional failure to file, and there being clear guidance from the Commissioner of the Virginia Department of Taxation that a six (6)-year lookback is at the assessing official's discretion and not mandatory.

Therefore, to avoid double taxation of Taxpayer, and so that the "ends of justice may be served," the COR sought authorization from the Circuit Court of the City of Charlottesville, Virginia ("Court"), per Virginia Code § 58.1-3984(D), for authority to correct the erroneous tax assessments levied by the City on Taxpayer in the fourth (2022) and fifth (2021) tax years out, which are beyond the statute of limitations established by Virginia Code §§ 58.1-3980 and 58.1-3981.

On March 26, 2026, the Court entered an Order granting the COR authority to correct Taxpayer's erroneous tax assessments for tax years 2022 and 2021, in the total amount of \$94,169.79, plus interest per Virginia Code §§ 58.1-3703.1(A)(2)(e) and 58.1-3916.

### Analysis

The total amount of tax paid in error is \$94,169.79:

2022 - \$68,396.98

2021 - \$25,772.81

It is the COR's determination that this amount should be refunded to the Taxpayer. City Code Sec. 30-

6(b) requires City Council approval for any tax refunds resulting from an erroneous assessment in excess of \$10,000.

Per City Code Sec. 30-6(b), the COR has provided the City Attorney with information necessary to enable him to consent to the COR's determination that the tax paid by the Taxpayer was erroneous and should therefore be refunded. The City Attorney, COR, and City Treasurer have therefore approved the refund for presentment to City Council.

**Financial Impact**

The refund will reduce the current year's Business License Tax revenue (GL 410150) by \$94,169.79, plus a yet to be determined amount of interest.

**Recommendation**

The COR, City Treasurer, and City Staff recommend City Council adopt the attached Resolution approving the above-described tax refund, plus interest as determined by the Virginia Code, to the Taxpayer.

**Recommended Motion (if Applicable)**

*"I move to adopt the Resolution authorizing a refund of \$94,169.79, plus interest as determined by the Virginia Code, to the Taxpayer for business license tax paid in error for tax years 2021 and 2022."*

**Attachments**

1. Tax Refund Resolution



**RESOLUTION #R-\_\_-\_\_**

**RESOLUTION AUTHORIZING A REFUND OF \$94,169.79 TO A TAXPAYING ENTITY OR BUSINESS FOR BUSINESS LICENSE TAX PAID IN ERROR FOR TAX YEARS 2021 AND 2022**

**WHEREAS**, the Commissioner of the Revenue for the City of Charlottesville, Virginia (“COR”), has determined that a taxpaying entity or business (“Taxpayer”) paid 2021 and 2022 Business License Tax to the City of Charlottesville, Virginia (“City”), in error; and

**WHEREAS**, said Taxpayer has requested a refund of the amount paid in error; and

**WHEREAS**, the tax years 2021 and 2022 are beyond the customary statute of limitations for refunds imposed by the Virginia Code; and

**WHEREAS**, the Circuit Court of the City of Charlottesville, Virginia, has granted the COR authority to correct Taxpayer’s erroneous tax assessments for tax years 2021 and 2022; and

**WHEREAS**, the COR has certified that a refund of taxes paid is due in the amount of \$94,169.79, plus interest as determined by the Virginia Code; 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 \$94,169.79, plus interest as determined by the Virginia Code, payable to the Taxpayer.

Date Adopted: \_\_\_\_\_

Certified: \_\_\_\_\_  
Clerk of Council

# Policy Briefing Summary

## City Council



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<b>Regarding:</b>	<b>Resolution to authorize the reallocation of \$1,854,818 previously appropriated CIP funding to alternative infrastructure projects with budget gaps (1 of 2 readings)</b>
<b>Staff Contact(s):</b>	Krisy Hammill, Director of Budget
<b>Presenter:</b>	<b>Samuel Sanders, Jr., City Manager</b>
<b>Date of Proposed Action:</b>	April 20, 2026

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### Issue

The Meadow Creek Trail project has been in varying stages of design for multiple years and cost escalation has challenged the project being completed as budgets have increased beyond available funding. The project is complicated with significant issues with existing infrastructure and terrain having to be accommodated. The project has been re-bid and is currently \$1.5M short of the required budget to deliver the project in the next 12-18 months.

The Pollocks Branch Bridge project has been stalled since construction of South 1st Street began and site conditions have warranted a relocation of the previously designed project. This move has caused cost increases that now require an additional \$300,000 to bring the project to completion in the next 24 months.

### Background / Rule

The new roof at Charlottesville High School was completed with a balance of \$750,000 previously allocated funds that will not be spent. The funding remains in the CIP as a project line item that will be closed once a re-appropriation of funding is approved.

In 2023, City Hall suffered a major water leak that led to significant damages on multiple floors of the building. After completion of all repairs and applying all insurance proceeds, the remains \$1,104,818 in previously allocated funds that will now not need to be spent. The CIP project line item will be closed once a re-appropriation of funding is approved. \$1,050,000 will be used to reallocate to these projects and \$54,818 will be returned to the CIP Contingency account.

### Analysis

Reallocating the existing funds within the CIP to fill the budget gaps of the Meadowcreek Trail and Pollocks Branch projects are both appropriate and reasonable actions for Council using existing funds to fill new gaps identified in the planning of these projects.

### Financial Impact

No additional impact as this is a reallocation of existing unspent project funds.

### Recommendation

Recommend approval to reallocate \$1.8M in existing unspent CIP funds to fill budget gaps in projects planned for Meadowcreek Trail and Pollocks Branch

### Recommended Motion (if Applicable)

*“I move to approve the resolution to reallocate \$1,854,818 in CIP funds to alternative infrastructure projects with budget gaps.”*

**Attachments**

1. Resolution to reallocate \$1.8M to Meadowcreek and Pollacks



**RESOLUTION #R-\_\_ - \_\_**

**Resolution to Authorize Reallocation of \$1,854,818 Previously Appropriated CIP Funding to Alternate Infrastructure Projects with Budget Gaps**

**WHEREAS**, the City of Charlottesville has previously allocated CIP funding for Charlottesville High School Roof Replacement and City Hall Flood Damage Repair and both projects have remaining unspent project balances; and

**WHEREAS**, the Meadowcreek Trail Project and Pollocks Branch Project both have budget gaps due to various circumstances;

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville that previously appropriated CIP funding is hereby reallocated in the following manner:

**Transfer From:**

\$ 1,104,818	Fund: 426	Internal Order: 1000035	G/L Account: 599999
\$750,000	Fund: 426	Funded Program: P-01057	G/L Account: 599999

**Transfer To:**

\$1,500,000	Fund: 426	Funded Program: P-00995	G/L Account: 599999 - Meadowcreek
\$300,000	Fund: 426	Funded Program: P-01135	G/L Account: 599999 - Pollacks
\$54,818	Fund: 426	Funded Program: CP-080	G/L Account: 599999 - CIP Contingency

Date Adopted:

Certified:

\_\_\_\_\_  
Clerk of Council

# Policy Briefing Summary

## City Council



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<b>Regarding:</b>	<b>Resolution appropriating \$4,555,000 from the CIP Contingency Fund for critical unfunded and one-time operational priorities (1 of 2 readings)</b>
<b>Staff Contact(s):</b>	Samuel Sanders, Jr., City Manager, Krisy Hammill, Director of Budget
<b>Presenter:</b>	<b>Samuel Sanders, Jr., City Manager</b>
<b>Date of Proposed Action:</b>	April 20, 2026

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### Issue

The City Manager is requesting an appropriation of funds from the Capital Improvement Program (CIP) Contingency Fund to address 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

\$8.5 million was added to the City's CIP Contingency Fund balance at the close of FY25. The City's CIP Contingency Fund currently has an unreserved balance of \$20.3 million including the 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 \$4,555,000 for the following uses:

Purpose 1 - An amount not to exceed \$1,500,000 to support critical human resource management systems

Purpose 2 - An amount not to exceed \$1,095,000 to construct critical pedestrian infrastructure

Purpose 3 - An amount not to exceed \$750,000 to address emergency management priorities

Purpose 4 - An amount not to exceed \$400,000 to expand critical snow management equipment

Purpose 5 - An amount not to exceed \$310,000 to address strategic planning, performance management, and capacity priorities

Purpose 6 - An amount not to exceed \$300,000 to offset overtime for Charlottesville Fire Department

Purpose 7 - An amount not to exceed \$200,000 to address capacity building for CRHA in association with prior unfilled agreement with the City

### Financial Impact

Allocation of \$4,555,000 from available CIP Contingency is appropriate for one-time expenditures that currently fall outside of the fiscal budget. These funds were fund balances of prior years to provide a surplus that is used to address unplanned and unbudgeted priorities to ensure the operating budget continues unaffected.

### Recommendation

Recommend approval of the allocation of \$4,555,000 from the CIP Contingency Fund to address the list of priorities identified in the Agenda Memo for this item.

**Recommended Motion (if Applicable)**

*"I move to approve the resolution to appropriating \$4,555,000 in CIP Contingency funds to critical unfunded and one-time operational priorities."*

**Attachments**

1. CIP Contingency Allocation - April 2026



**RESOLUTION #R-\_\_ - \_\_**  
**Resolution to Allocate \$4,555,000 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 to address one-time expenditures that have not previously been appropriated; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the sum of \$4,555,000 is hereby allocated from currently appropriated funds in the CIP Contingency Fund for the following:

Purpose 1 - An amount not to exceed \$1,500,000 to support critical human resource management systems

Purpose 2 - An amount not to exceed \$1,095,000 to construct critical pedestrian infrastructure

Purpose 3 - An amount not to exceed \$750,000 to address emergency management priorities

Purpose 4 - An amount not to exceed \$400,000 to expand critical snow management equipment

Purpose 5 - An amount not to exceed \$310,000 to address strategic planning, performance management, and capacity priorities

Purpose 6 - An amount not to exceed \$300,000 to offset overtime for Charlottesville Fire Department

Purpose 7 - An amount not to exceed \$200,000 to address capacity building for CRHA in association with prior unfilled agreement with the City

Date Adopted:

Certified: \_\_\_\_\_  
Clerk of Council

# Policy Briefing Summary

## City Council



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<b>Regarding:</b>	<b>Resolution to approve CRHA's Request to Establish a New IRS § 501(c)(3) Nonprofit Entity</b>
<b>Staff Contact(s):</b>	Madelyn Metzler, Housing Compliance Coordinator
<b>Presenter:</b>	<b>James Freas, Deputy City Manager</b>
<b>Date of Proposed Action:</b>	April 20, 2026

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### Issue

The Charlottesville Redevelopment and Housing Authority ("CRHA") has requested City Council approval to establish a new IRS § 501(c)(3) nonprofit entity. CRHA states that creating such an entity will allow it to pursue grants and donations not currently available to Housing Authorities.

### Background / Rule

CRHA, as a tax-exempt political subdivision of the Commonwealth of Virginia, is not eligible for many public and private grants that require recipients to hold IRS § 501(c)(3) status. To expand its ability to secure external funding, CRHA proposes forming a separate nonprofit entity, whose purpose is to support revitalization efforts benefiting low- and moderate-income residents.

Pursuant to Virginia Code § 36-19(12), attached, CRHA may only form such entities with the prior approval of City Council. CRHA's Board of Commissioners authorized the creation of the entity and submission of an application for federal tax-exempt status on May 24, 2021, contingent upon City Council approval. City Council's ratification is now required before CRHA can create a new IRS § 501(c)(3) nonprofit entity.

### Analysis

CRHA indicates that establishing the nonprofit would enable pursuit and management of contributions, bequests, grants, and other funding streams currently inaccessible to CRHA due to not having IRS § 501(c)(3) status. These resources would support a range of activities associated with physical, economic, social, and cultural revitalization of low- and moderate-income households, including education and job training initiatives, housing stability programs, resident stipends, community events, youth and family programming, eviction diversion, and homeownership assistance.

The newly proposed entity would have no members or owners, be governed by a Board of Directors composed of CRHA Commissioners, CRHA Staff, and residents, and operate under Virginia Conflict of Interests Act requirements. The entity would also submit annual activity reports and financial statements to City Council. The proposed governance structure would keep the new entity closely aligned with CRHA's mission and oversight framework. CRHA asserts that this structure will facilitate coordination across redevelopment and resident-support functions, while ensuring compliance through annual reporting to City Council. City Council's consideration of this request will determine whether CRHA is permitted to expand its organizational capacity through a nonprofit arm, which could support broader community development and affordable housing goals.

### Financial Impact

There is no direct financial impact from this action.

### Recommendation

City Staff recommends that City Council adopt the attached Resolution authorizing CRHA to create a new IRA § 501(c)(3) nonprofit entity, in accordance with Virginia Code § 36-19(12).

**Recommended Motion (if Applicable)**

"As required by Virginia Code § 36-19(12), I Move to adopt the Resolution authorizing CHRA's creation of a new IRS § 501(c)(3) nonprofit entity."

**Attachments**

1. Virginia Code Section 36-19
2. Resolution to approve CRHA request to establish a new §501(c)(3) nonprofit entityjvhedits

**Virginia Code § 36-19. Enumeration of powers.**

An authority shall constitute a political subdivision of the Commonwealth with public and corporate powers, and having all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this chapter, including the following powers in addition to others herein granted:

1. To sue and to be sued; to have a seal and to alter the same at pleasure; to have perpetual succession; to make and execute contracts and other instruments necessary or convenient to the exercise of the powers of the authority; and to make, amend and repeal bylaws, rules and regulations, not inconsistent with law, to carry into effect the powers and purposes of the authority.

2. Within its area of operation, to prepare, carry out, acquire, lease and operate housing projects and residential buildings, and to provide for the construction, reconstruction, improvement, alteration or repair of any housing project, residential building, or any part thereof, and to construct, remodel or renovate any public building or other facility used for public purposes provided the authority is requested to do so by the governing body of the political subdivision wherein the public building or facility is located.

3. To arrange or contract for the furnishing by any person or agency, public or private, of services, privileges, works, or facilities for, or in connection with, a housing project or the occupants thereof; and (notwithstanding anything to the contrary contained in this chapter or in any other provision of law) to include in any contract let in connection with a project, any provisions required to comply with any conditions which the federal government may have attached to its financial aid of the project.

4. In connection with any housing project: to lease or rent any dwelling, houses, accommodations, lands, buildings, structures or facilities embraced in any housing project and (subject to the limitations contained in this chapter) to establish and revise the rents or charges therefor; to own, hold, and improve real or personal property; to purchase, lease, obtain options upon, acquire by gift, grant, bequest, devise, or otherwise any real or personal property or any interest therein; to acquire by the exercise of the power of eminent domain any real property; to sell, lease, exchange, transfer, assign, pledge or dispose of any real or personal property or any interest therein; to insure or provide for the insurance of any real or personal property or operations of the authority against any risks or hazards, to procure or agree to the procurement of insurance or guarantees from the federal government of the payment of any bonds or parts thereof issued by an authority, including the power to pay premiums on any such insurance.

5. To invest any funds held in reserves or sinking funds, or any funds not required for immediate disbursement, in property or security in which savings banks may legally invest funds subject to their control; to purchase its bonds at a price not more than the principal amount thereof and accrued interest, all bonds so purchased to be cancelled.

6. Within its area of operation, to investigate into living, dwelling and housing conditions and into the means and methods of improving such conditions; to determine where blighted or slum areas exist or where there is a shortage of decent, safe and sanitary dwelling accommodations for persons of low income; to make studies and recommendations relating to the problem of clearing, replanning and reconstructing of blighted or slum areas, and the problem of providing dwelling accommodations for persons of low income, and to cooperate with the locality, the Commonwealth

or any other political subdivision thereof in action taken in connection with such problems; and to engage in research, studies and experimentation on the subject of housing.

7. To make loans or grants for the prevention and elimination of blighted or slum areas and for assistance in housing construction or rehabilitation by private sponsors of any and all funds received through federal programs and any and all funds received from other sources, public or private including but not limited to, rehabilitation loans received pursuant to the provisions of § 312 of the Federal Housing Act of 1964, as amended and the Housing and Community Development Act of 1974.

8. Within its area of operation, to act as agent for a political subdivision or agency of the Commonwealth or for a federal agency in making construction or rehabilitation loans to persons of low or moderate income in accordance with the rules and regulations of the political subdivision or agency.

9. Within its area of operation to make grants, loans or refinance loans made by others for assistance in planning, development, acquisition, construction, repair, rehabilitation, equipping or maintenance of commercial, residential or other buildings; provided that prior approval of any such loan by the local governing body shall be required if the building is not located within a housing, redevelopment or conservation area, or rehabilitation area and provided further that any rehabilitation funded by any such grant or loan is in compliance with property maintenance standards contained in duly adopted redevelopment or conservation plans in effect in such area of operation.

10. To borrow money and issue evidence of indebtedness in the name of and for the use of the authority, to issue bonds and other obligations, and give security therefor, subject to such limitations as may be imposed by law.

11. To conduct examinations and investigations, and to make available to appropriate agencies (including those charged with the duty of abating or requiring the correction of nuisances or like conditions, or of demolishing unsafe or unsanitary structures within its area of operation) its findings and recommendations with regard to any building or property where conditions exist which are dangerous to the public health, morals, safety or welfare.

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

13. To exercise all or any part or combination of powers herein granted.

No provisions of law with respect to the acquisition, operation or disposition of property by other political subdivisions or public bodies shall be applicable to an authority unless the legislature shall specifically state.

1938, p. 450; Michie Code 1942, § 3145(8); 1971, Ex. Sess., c. 153; 1976, c. 510; 1977, c. 136; 1978, c. 679; 1982, c. 596; 1983, c. 27; 1984, cc. 350, 450; 1988, cc. 217, 416; 1995, c. [193](#); 2002, c. [548](#); 2006, c. [784](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.



**RESOLUTION #R-\_\_ - \_\_**

**RESOLUTION APPROVING CRHA REQUEST TO ESTABLISH A NEW IRS § 501(C)(3) NONPROFIT ENTITY**

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**WHEREAS**, the Charlottesville Redevelopment and Housing Authority (“CRHA”) was created pursuant to the Virginia Housing Authorities Law, and may form legal entities with approval of the local governing body; and

**WHEREAS**, CRHA is not eligible for certain grants and donations requiring IRS § 501(c)(3) status, and therefore seeks to establish a nonprofit entity to expand access to these funding sources; and

**WHEREAS**, the purpose of the proposed nonprofit is to support revitalization and community development efforts benefiting low- and moderate-income residents through programs such as education, housing stability, resident support, and community programming; and

**WHEREAS**, on May 24, 2021, CRHA’s Board of Commissioners authorized formation of the nonprofit and the submission of federal tax-exemption documents, subject to City Council approval as required by Virginia Code § 36-19(12).

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that CRHA is authorized to create a new IRS § 501(c)(3) nonprofit entity for the purposes described above; and

Date Adopted: \_\_\_\_\_

Certified: \_\_\_\_\_  
Clerk of Council

# Policy Briefing Summary

## City Council



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<b>Regarding:</b>	<b>Resolution to approve CRHA's Request to Issue up to \$4,300,000 in Tax-Exempt Revenue Bonds for Kindewood Phase 3</b>
<b>Staff Contact(s):</b>	Madelyn Metzler, Housing Compliance Coordinator
<b>Presenter:</b>	<b>James Freas, Deputy City Manager</b>
<b>Date of Proposed Action:</b>	April 20, 2026

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### Issue

The Charlottesville Rehabilitation and Housing Authority ("CRHA") requests the Council of the City of Charlottesville, Virginia's ("City Council"), approval to issue up to \$4,300,000 in tax-exempt revenue bonds as a conduit issuer to support financing for Phase 3 of the Kindewood Redevelopment Project ("Project"). Phase 3 of the Project consists of eighty-five (85) units, including twenty-four (24) townhomes, to be financed with tax-exempt bonds and Low-Income Housing Tax Credit ("LIHTC") equity.

### Background / Rule

Piedmont Housing Alliance ("PHA") is leading a redevelopment of Friendship Court into Kindewood, replacing 150 existing townhome apartments with a 385-unit income-tiered community that includes resident services, a community resource center, a central park, and an early learning center. The Project phasing prioritizes the prevention of displacement of existing residents.

Pursuant to Virginia Code § 36-19(10), attached, Virginia Public Housing Authorities are authorized to issue revenue bonds to help finance affordable rental housing. As proposed, CRHA would act solely as a conduit issuer for bonds benefiting the PHA-affiliated ownership entity for Phase 3 of the Project, enabling access to 4% LIHTCs in combination with bond proceeds.

The bonds would not be general obligations of CRHA, the City, or the Commonwealth. Payment obligations and all costs, including closing costs and CRHA's fees, would be the responsibility of PHA, the borrower. On March 23, 2026, CRHA's Board of Commissioners adopted an inducement Resolution authorizing issuance up to \$4,300,000, subject to City Council approval.

### Analysis

Approval would allow CRHA to issue tax-exempt revenue bonds as an intermediary to support PHA's financing plan for twenty-four (24) townhomes in Phase 3 of the Project, leveraging bond financing with LIHTC equity to advance the broader Kindewood redevelopment. Because CRHA would serve only as a conduit issuer, the action introduces no direct repayment obligation or credit risk for CRHA or the City; PHA, the borrower, is responsible for all bond-related payments and costs. Facilitating the Project Phase 3 financing supports City strategic initiatives related to housing; recreation, arts, and culture; and partnerships.

### Financial Impact

There is no direct financial impact from this action.

### Recommendation

City Staff recommends that City Council, as authorized by Virginia Code § 36-19(10), adopt the attached Resolution authorizing CRHA to issue up to \$4,300,000 in bonds for Phase 3 of the Project.

**Recommended Motion (if Applicable)**

"I Move, as authorized by Virginia Code § 36-19(10), to adopt the Resolution authorizing CRHA to issue up to \$4,300,000 in bonds for Phase 3 of the Project."

**Attachments**

1. Resolution approving CRHA request to issue up to \$4.3 million in tax exempt bondsjvh
2. Virginia Code Section 36-19



**RESOLUTION #R-\_\_-\_\_**

**RESOLUTION AUTHORIZING THE CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY TO ISSUE UP TO \$4,300,000 IN TAX-EXEMPT REVENUE BONDS FOR KINDLEWOOD PHASE 3**

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**WHEREAS**, the Charlottesville Redevelopment and Housing Authority (“CRHA”) is authorized under Virginia Code § 36-19(10) to issue revenue bonds to facilitate affordable housing development; and

**WHEREAS**, Piedmont Housing Alliance (“PHA”) is leading the redevelopment of Friendship Court into Kindlewood (“Project”) in the City of Charlottesville, Virginia (“City”), and Phase 3 of the Project includes the construction of eighty-five (85) units, including twenty-four (24) townhomes, to be financed in part through tax-exempt bonds and Low-Income Housing Tax Credit (“LIHTC”) equity; and

**WHEREAS**, CRHA has requested approval from the Council of the City of Charlottesville, Virginia (“City Council”), to issue up to \$4,300,000 in tax-exempt revenue bonds as a conduit issuer to support Phase 3 Project financing; and

**WHEREAS**, the bonds will not be general obligations of CRHA, the City, or the Commonwealth of Virginia, and all repayment obligations, fees, and costs will be borne solely by PHA, the borrower; and

**WHEREAS**, issuing the bonds will enable the Project to access four percent (4%) LIHTC and advance the broader Kindlewood redevelopment, with no direct financial impact to the City.

**NOW, THEREFORE, BE IT RESOLVED** by City Council, that CHRA is authorized to issue up to \$4,300,000 in tax-exempt revenue bonds for Phase 3 of the Project.

Date Adopted: \_\_\_\_\_

Certified: \_\_\_\_\_  
Clerk of Council

**Virginia Code § 36-19. Enumeration of powers.**

An authority shall constitute a political subdivision of the Commonwealth with public and corporate powers, and having all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this chapter, including the following powers in addition to others herein granted:

1. To sue and to be sued; to have a seal and to alter the same at pleasure; to have perpetual succession; to make and execute contracts and other instruments necessary or convenient to the exercise of the powers of the authority; and to make, amend and repeal bylaws, rules and regulations, not inconsistent with law, to carry into effect the powers and purposes of the authority.

2. Within its area of operation, to prepare, carry out, acquire, lease and operate housing projects and residential buildings, and to provide for the construction, reconstruction, improvement, alteration or repair of any housing project, residential building, or any part thereof, and to construct, remodel or renovate any public building or other facility used for public purposes provided the authority is requested to do so by the governing body of the political subdivision wherein the public building or facility is located.

3. To arrange or contract for the furnishing by any person or agency, public or private, of services, privileges, works, or facilities for, or in connection with, a housing project or the occupants thereof; and (notwithstanding anything to the contrary contained in this chapter or in any other provision of law) to include in any contract let in connection with a project, any provisions required to comply with any conditions which the federal government may have attached to its financial aid of the project.

4. In connection with any housing project: to lease or rent any dwelling, houses, accommodations, lands, buildings, structures or facilities embraced in any housing project and (subject to the limitations contained in this chapter) to establish and revise the rents or charges therefor; to own, hold, and improve real or personal property; to purchase, lease, obtain options upon, acquire by gift, grant, bequest, devise, or otherwise any real or personal property or any interest therein; to acquire by the exercise of the power of eminent domain any real property; to sell, lease, exchange, transfer, assign, pledge or dispose of any real or personal property or any interest therein; to insure or provide for the insurance of any real or personal property or operations of the authority against any risks or hazards, to procure or agree to the procurement of insurance or guarantees from the federal government of the payment of any bonds or parts thereof issued by an authority, including the power to pay premiums on any such insurance.

5. To invest any funds held in reserves or sinking funds, or any funds not required for immediate disbursement, in property or security in which savings banks may legally invest funds subject to their control; to purchase its bonds at a price not more than the principal amount thereof and accrued interest, all bonds so purchased to be cancelled.

6. Within its area of operation, to investigate into living, dwelling and housing conditions and into the means and methods of improving such conditions; to determine where blighted or slum areas exist or where there is a shortage of decent, safe and sanitary dwelling accommodations for persons of low income; to make studies and recommendations relating to the problem of clearing, replanning and reconstructing of blighted or slum areas, and the problem of providing dwelling accommodations for persons of low income, and to cooperate with the locality, the Commonwealth

or any other political subdivision thereof in action taken in connection with such problems; and to engage in research, studies and experimentation on the subject of housing.

7. To make loans or grants for the prevention and elimination of blighted or slum areas and for assistance in housing construction or rehabilitation by private sponsors of any and all funds received through federal programs and any and all funds received from other sources, public or private including but not limited to, rehabilitation loans received pursuant to the provisions of § 312 of the Federal Housing Act of 1964, as amended and the Housing and Community Development Act of 1974.

8. Within its area of operation, to act as agent for a political subdivision or agency of the Commonwealth or for a federal agency in making construction or rehabilitation loans to persons of low or moderate income in accordance with the rules and regulations of the political subdivision or agency.

9. Within its area of operation to make grants, loans or refinance loans made by others for assistance in planning, development, acquisition, construction, repair, rehabilitation, equipping or maintenance of commercial, residential or other buildings; provided that prior approval of any such loan by the local governing body shall be required if the building is not located within a housing, redevelopment or conservation area, or rehabilitation area and provided further that any rehabilitation funded by any such grant or loan is in compliance with property maintenance standards contained in duly adopted redevelopment or conservation plans in effect in such area of operation.

10. To borrow money and issue evidence of indebtedness in the name of and for the use of the authority, to issue bonds and other obligations, and give security therefor, subject to such limitations as may be imposed by law.

11. To conduct examinations and investigations, and to make available to appropriate agencies (including those charged with the duty of abating or requiring the correction of nuisances or like conditions, or of demolishing unsafe or unsanitary structures within its area of operation) its findings and recommendations with regard to any building or property where conditions exist which are dangerous to the public health, morals, safety or welfare.

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

13. To exercise all or any part or combination of powers herein granted.

No provisions of law with respect to the acquisition, operation or disposition of property by other political subdivisions or public bodies shall be applicable to an authority unless the legislature shall specifically state.

1938, p. 450; Michie Code 1942, § 3145(8); 1971, Ex. Sess., c. 153; 1976, c. 510; 1977, c. 136; 1978, c. 679; 1982, c. 596; 1983, c. 27; 1984, cc. 350, 450; 1988, cc. 217, 416; 1995, c. [193](#); 2002, c. [548](#); 2006, c. [784](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

# Policy Briefing Summary

## City Council



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<b>Regarding:</b>	<b>Ordinance allowing modification of the terms of the 501 Cherry loan agreement</b>
<b>Staff Contact(s):</b>	James Freas, Deputy City Manager
<b>Presenter:</b>	<b>James Freas, Deputy City Manager</b>
<b>Date of Proposed Action:</b>	April 20, 2026

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### Issue

The Piedmont Housing Alliance has requested that the City allow a portion of the funds allocated for the affordable housing project located at 501 Cherry Ave to be used for the acquisition of the property.

### Background / Rule

### Analysis

While the City's typical practice is to reserve City funds to contribute towards direct construction costs or to pay down the level of affordability (ie. cover the cost of shifting a 60% AMI unit to a 50% AMI unit), the City can use its funds to support land acquisition where there is an over-riding public interest or where doing so can reduce the overall cost of the project, allowing for the more efficient use of public funds. In this instance, due to a change in the project's financing, using a portion of the City's funds for acquisition will reduce the overall project cost. There is no proposed change to the funds identified to support buying down the affordability of units in the project.

### Financial Impact

There is no change in the amount of funding support the City is providing to the 501 Cherry Ave project.

### Recommendation

Staff recommends approval.

### Recommended Motion (if Applicable)

Move approval of the ordinance authorizing Piedmont Housing Alliance's use of loan proceeds for land acquisition to support redevelopment of the 501 Cherry Avenue site for the purpose of producing new housing for low and moderate income people.

### Attachments

1. phaordinanceuseofloanforlandacquisition
2. ORD 501 Cherry Loan

**ORDINANCE #0-\_\_-\_\_**

**AUTHORIZING PIEDMONT HOUSING ALLIANCE’S USE OF LOAN PROCEEDS FOR  
LAND ACQUISITION TO SUPPORT REDEVELOPMENT OF THE 501 CHERRY  
AVENUE SITE FOR THE PURPOSE OF PRODUCING NEW HOUSING FOR LOW- AND  
MODERATE-INCOME PEOPLE**

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**WHEREAS**, at its Meeting on April 6, 2026, the Council of the City of Charlottesville, Virginia (“City Council”), adopted Ordinance #0-26-04, authorizing a forgivable loan of up to \$3,850,000, at an interest rate of three percent (3.00%) per annum for a term of approximately forty-two (42) years (“Loan”) to Piedmont Housing Alliance (“PHA”), pursuant to the terms and conditions of the Loan Agreement for 501 Cherry Avenue Site (“Agreement”) and Declaration of Affordable Housing Covenants (“Covenants”), to support the redevelopment of the 501 Cherry Avenue Site for the purpose of producing new housing for low- and moderate-income people (“Project”);

**WHEREAS**, following the above City Council Meeting, PHA has requested the City allow it to use a portion of the Loan proceeds for Project land acquisition purposes; and

**WHEREAS**, City Staff has vetted PHA’s request and recommends City Council approve PHA’s request, as it is deemed in the best interest of the City, its citizenry, and the Project.

**NOW, THEREFORE, BE IT ORDAINED** by City Council that PHA’s request is approved and PHA may use a portion of the Loan proceeds for Project land acquisition purposes; and

**BE IF FINALLY ORDAINED** that the City Manager is hereby authorized to sign and execute all necessary documents of or related to the Project, including, if necessary, any amendment to the Agreement or Covenants, subject to approval as to form by the City Attorney, or his designee.

This Ordinance will take effect immediately following adoption.

Date Introduced: \_\_\_\_\_

Date Adopted: \_\_\_\_\_

Certified: \_\_\_\_\_

Clerk of Council





**ORDINANCE #O-26-040**

**AUTHORIZING A LOAN TO PIEDMONT HOUSING ALLIANCE TO SUPPORT REDEVELOPMENT OF THE 501 CHERRY AVENUE SITE FOR THE PURPOSE OF PRODUCING NEW HOUSING FOR LOW- AND MODERATE-INCOME PEOPLE**

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**WHEREAS**, the production of new housing for people of low- and moderate-income is a public purpose and a use for which public money may be spent, and such production is a governmental function of concern to the Commonwealth of Virginia (“Commonwealth”); and

**WHEREAS**, pursuant to Virginia Code § 15.2-958, the City of Charlottesville, Virginia (“City”), may, by Ordinance, make grants or loans to the owners of residential rental property occupied, or to be occupied, following construction, by people of low- or moderate-income, for the purpose of producing such property; and

**WHEREAS**, an owner assisted in this manner must provide a minimum of twenty percent (20%) of the units for low- and moderate-income people as defined by the City for a minimum of ten (10) years, and participation by an owner is voluntary; and

**WHEREAS**, Piedmont Housing Alliance (“PHA”) is a private, nonprofit IRS 501(c)(3) organization (corporation) organized and operating under the laws of the Commonwealth, having as its mission the creation of affordable housing opportunities by developing new housing and by preserving existing affordable housing; and

**WHEREAS**, PHA has requested the City to provide a loan for financing a portion of the costs of an affordable housing project, in an amount sufficient to subsidize the development of for-rent and for-sale affordable units and the leasing of for-rent affordable units on the property (“Project”); and

**WHEREAS**, the City desires to loan up to \$3,850,000 at an interest rate of three percent (3.00%) per annum for a term of approximately forty-two (42) years (“Loan”) to PHA pursuant to the terms and conditions of the Loan Agreement for 501 Cherry Avenue Site (“Agreement”) and Declaration of Affordable Housing Covenants, to be approved by the City prior to recordation; and

**WHEREAS**, the Loan will be secured by a subordinate interest in the land for the Project granted by PHA to the City as further described in the Agreement.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Charlottesville, Virginia (“City Council”), that local public funding is hereby approved for PHA to support the Project, by providing funding through the Loan in a principal amount of up to \$3,850,000, with an interest rate of three percent (3.00%) per annum for a term of approximately forty-two (42) years, all



subject to the lien and security, and other terms and conditions of the Agreement in substantially the form presented to City Council at this Meeting; and

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

This Ordinance will take effect immediately following adoption.

Date Introduced: \_\_\_\_\_

Date Adopted: \_\_\_\_\_

Certified: \_\_\_\_\_

Clerk of Council

# Policy Briefing Summary

## City Council



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<b>Regarding:</b>	<b>Presentation of the Annual State of the Forest Report</b>
<b>Staff Contact(s):</b>	Steven Gaines, Urban Forester
<b>Presenter:</b>	<b>Steven Gaines, Urban Forester</b>
<b>Date of Proposed Action:</b>	April 20, 2026

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### Issue

The City of Charlottesville Tree Commission provides an annual report on the “State of the Forest” report to Council showcasing tree plantings, canopy coverage, benefits, and any concerns or issues related to the City’s public trees and forests. The Tree Commission will have 3 speakers (each with a topic section) discussing sections of the State of the Forest Report. The report is presented in a PowerPoint presentation and corresponds to the written report.

### Background / Rule

The City of Charlottesville Tree Commission provides an annual report on the “State of the Forest” report to Council showcasing tree plantings, canopy coverage, benefits, and any concerns or issues related to the City’s public trees and forests.

### Analysis

None

### Financial Impact

Report/presentation only, no budget impact.

### Recommendation

None

### Recommended Motion (if Applicable)

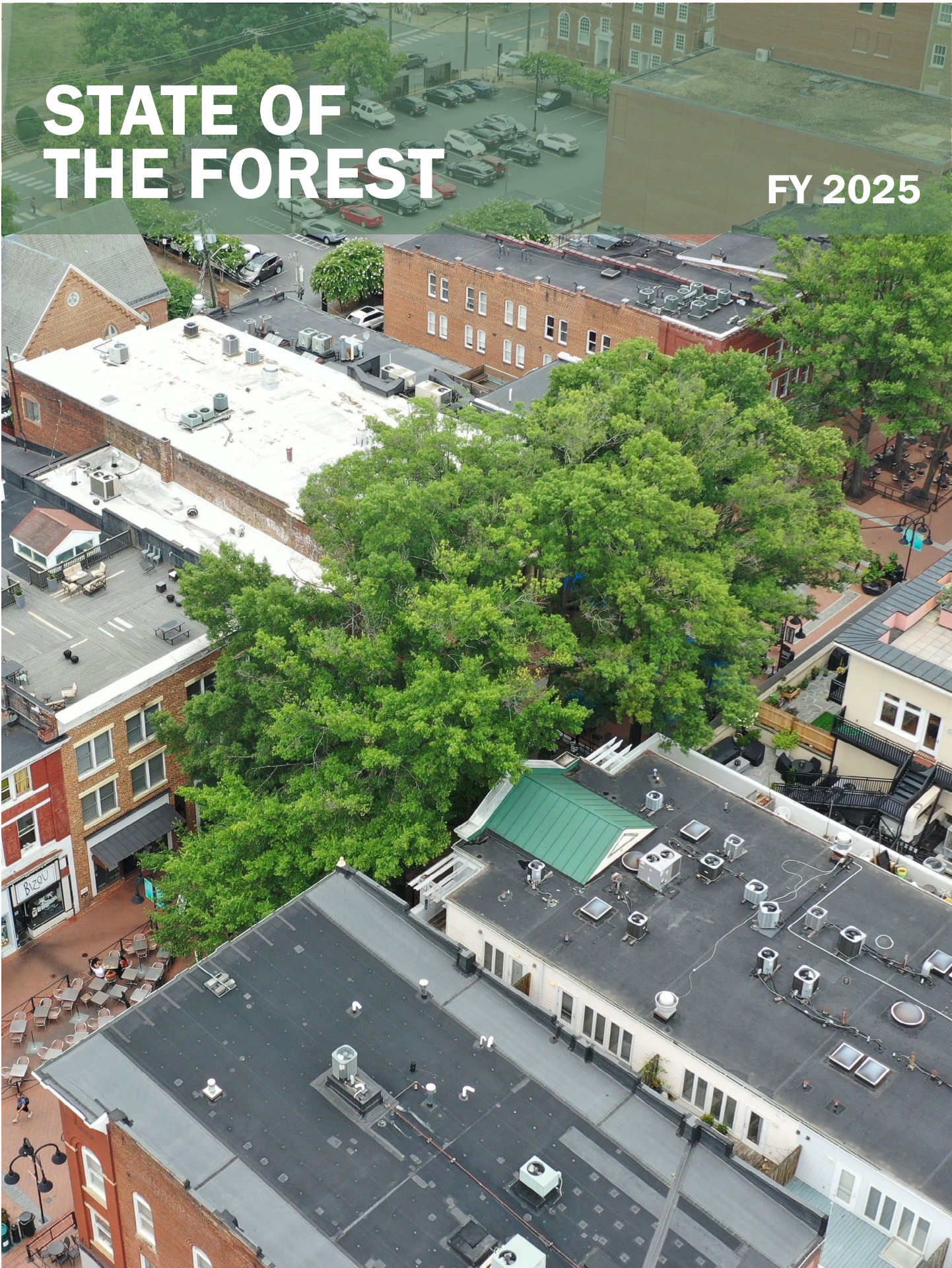
None

### Attachments

1. 2025\_State of the Forest\_Final
2. State of the Forest Presentation\_FY 2025\_FINAL (PDF)

# STATE OF THE FOREST

FY 2025



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## EXECUTIVE SUMMARY



*White Oak in Forest Hills Park,  
(Image source: Charlottesville  
Area Tree Stewards)*

**The *State of the Forest* is an annual report published by the Charlottesville Tree Commission, which:**

- Is tasked with advising City Council, the Planning Commission, and City staff on policy and programs related to tree planting and preservation
- Advocates for and educates the public about the value of the urban canopy, its enhancement, and preservation
- Attends to concerns about canopy equity across city neighborhoods

This FY 2025 report presents data on tree plantings and removals, preservation work, invasive-species management, and new initiatives across public and private lands. It highlights that Charlottesville has a relatively large mature canopy, but that it is low quality and increasingly vulnerable to age-related decline, heat stress, development pressures, and invasive species. The report also notes that opportunities to plant new large trees within the city are limited.

In addition to these findings, the report outlines Tree Commission initiatives focused on improving consideration of tree preservation during development, mapping vulnerable unbuilt parcels, supporting updates to environmental codes and policies, and advancing equity-centered planting strategies. This work aims to help the city balance increased housing density with efforts to build a more resilient and equitable Charlottesville.

## RECOMMENDATIONS

Recommendations from the Tree Commission to City Council in support of tree preservation and planting are presented below:

### *Preserving Downtown Mall Trees - The Downtown Mall Tree Management Plan*

- Support both grant funding and annual city budgeting in order to finance all phases of the Downtown Mall Tree Management Plan.

### *The Charlottesville Invasive Plant Partnership: Invasive Control on Private Properties*

- Explore the provision of incentives and/or penalties to check the rampant growth of tree-killing invasive vines on private property.
- Consider an ordinance to address the overgrowth of invasive vines analogous to the existing ordinance that prohibits the overgrowth of tall weeds on private properties (Code of Ordinance, section 5-149).

### *Engagement with the City to Support Tree Preservation*

- Update city site plan guidance to facilitate preservation of mature trees.
- Engage a broad range of public and private stakeholders in steps to preserve mature trees on public and private lands.
- Document successful efforts to preserve trees in concert with site development.

### *Vulnerable Parcels: Visualizing the Precarity and Value of Privately-owned Urban Forest Parcels*

- Emphasize and potentially expand key restrictions on site plan development to ensure protection of critical slopes, urban forest, and hydrological systems.
- Consider a zoning change to add a design overlay district for these ecologically sensitive parcels.
- Evaluate parcels with critical slopes, urban forest connections and/or floodplains for potential city acquisition as both parkland/public space and green infrastructure investments, in support of Comprehensive Plan, Goal 13.

### *Canopy Collective: Advocating Opportunistic and Innovative Tree Planting on Public Land*

- Consider proposals for alternative tree planting installations on publicly-owned parcels in low-canopy neighborhoods and downtown areas to pilot best practices and enhance the social and ecological value of publicly-owned land.

## LETTER FROM OUR URBAN FORESTER

Dear Charlottesville Community,

In my four years serving you all, Charlottesville has come to expect and encourage rapid population growth leading to a scarcity of space for both people and trees. We must keep advocating for planting and preserving trees amid the pressing need to expand housing. As a rapidly-growing medium-sized city, Charlottesville is in a unique position to lead tree preservation efforts, additionally bolstered by being a city with both a Climate Action Plan and a Comprehensive Plan. We have the interest and expertise to manage our canopy, and we'll have the added support of a newly-created Zoning Inspector, Oak Bradshaw. He will be overseeing tree permitting and compliance regarding tree planting, preservation, and removal regulations during development processes across the city.

Looking at the fiscal year ahead—and out at our shared canopy—**preserving the trees we have is absolutely key.** Our oldest trees are under heavy stress from heat, developmental pressures, soil compaction, and insects/pathogens. Invasive species, which the city and its community partners do their best to manage, add additional stress to large-canopy trees across our neighborhoods.

We are crucially short of spaces with the soil volume to accommodate large shade trees. While we do have room to plant new small trees, there are limited suitable sites to plant large trees besides our public parks and schools. In those landscapes, we're also constrained to maintain multi-use lawn spaces. Given these limitations, it is imperative that we preserve shade trees for their ecosystem services, historic value, and community benefits.

Saving trees is more cost-efficient than removing them. When looking at the cost of saving versus removing trees, removal costs far exceed the cost of tree maintenance and care. In terms of working with, not against, development in the city, we will continue building an evidence-based case (potentially supported by parcel-based metrics for earlier involvement and collaboration) when it comes to tree preservation and site planning.

Finally, there has been substantial progress on a new Urban Forest Management Plan, expected to be completed in Fall of 2026, supervised and drafted by Eocene. The Management Plan is a living document that provides an adaptive approach aspiring to restore Charlottesville's urban canopy and urban forest, maintain an intact and healthy forest canopy, and provide ecological services across the City. This adaptive plan will help steer street tree maintenance programs and help make informed decisions on where to focus annual tree installations. Draft findings reveal a wide disparity of canopy cover among Charlottesville's 19 neighborhoods, ranging from 21% (10th & Page) to 60% (Fry's Spring).

Citywide, our trees' condition mandates more attention, care, management, and funding to ensure a more robust and equitable canopy.

Sincerely,

Steven Gaines, Urban Forester  
Charlottesville Parks and Recreation

## I. CITY & COMMUNITY URBAN FORESTRY WORK

This section provides a snapshot of the urban forestry work completed by Charlottesville City Parks and Recreation and community partners in FY 2025. Tables 1 - 6, provide further details on tree planting, removals, preservation and reforestation efforts and outcomes.

Planting and preserving vigorous urban tree canopy is critical to meeting the challenges of climate change—including the dangers of increased heat and flooding—as well as to providing the green infrastructure for healthy, flourishing neighborhoods. The majority of the City’s Urban Forestry’s resources that are focused on protecting and enhancing the urban tree canopy are devoted to the targeted removal of hazardous and dying trees, the preservation and protection of our valuable mature trees, and the restoration of our urban forests.

### A. TREE PLANTINGS AND REMOVALS

#### *Trees Planted on Public Properties in FY 2025*

Table 1 details tree planting numbers on **public properties** over the course of FY 2025. Tree locations and species selections planted in city schools, parks, and ROWs are chosen based on observations by the Urban Forester with the aid of GreenPrint 1.0 data on planting space and in consideration of the right species for the right site.

<b>Organizational Entity</b>	<b>Number of Trees</b>	<b>Location</b>
Urban Forestry Annual Planting	133 2" caliper trees	City-Wide (ROW, Schools, Parks)
Charlottesville Area Tree Stewards	32 1-2" caliper trees	McIntire Park
Charlottesville Area Tree Stewards	6 saplings	Bennett’s Village site in Pen Park
ReLeaf Cville	8 1" caliper trees	ROW Riverside Drive Public Housing
ReLeaf Cville	6 1" caliper trees	Meade Park
<b>TOTAL</b>	179 1-2" caliper trees 6 saplings  <b>TOTAL: 185</b>	

*Table 1: Tree Plantings on Public Properties*

#### *Comparison of Trees Planted and Trees Removed, FY 2017-2025*

Although it is impossible to track the overall number of trees planted and removed in Charlottesville as a whole, it is possible to track the number of trees planted and removed on city properties, as tallied over the years in Table 2 below. It should be noted that trees planted are young trees, which will take 20 years to mature to the point where they are providing significant ecosystem services. By contrast, those removed are disproportionately

mature trees that have, over their lifetime, provided significant ecoservices, but which now must be removed due to disease, storm damage, or structural failure. The high number of removals during the FY 2023 and FY 2024—and the corresponding lower number of removals in FY 2025—were due in part to the ravages of the emerald ash borer infestation and its relative abatement in FY 2025.

	<b>FY 2017</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>FY 2020</b>	<b>FY 2021</b>	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>	<b>FY 2025</b>
Trees planted	70	161	132	151	23	139	162	181	133
Trees removed	131	167	108	142	118	??	180	130	64
<b>Total</b>	<b>-52</b>	<b>-6</b>	<b>+26</b>	<b>+9</b>	<b>-95</b>	<b>??</b>	<b>-48</b>	<b>+51</b>	<b>+69</b>

Table 2: Trees Planted (2" caliper) vs. Trees Removed 2017-2025



City planting of a 2" caliper oak tree in 2025 (Image Source: Steven Gaines)

*Trees Planted and Removed in FY 2025 on City Properties, by Neighborhood*

For the first time, we are able to provide statistics for trees planted and removed for each neighborhood. Table 3 shows the percentage of tree plantings and removals (out of the city-wide total), as well as the number of trees planted by location and by size.

Neighborhood	% Planted of Total	% Removed of Total	Trees Planted in Rights of Way	Trees Planted in Parks	Trees Planted in Schools	# of Small Trees Planted	# of Medium Trees Planted	# of Large Trees Planted
10th and Page	2%	20%	1	1	0	0	1	1
Barracks/Rugby	0%	2%	0	0	0	0	0	0
Bellmont	14%	8%	7	10	0	4	2	13
Fifeville	14%	8%	8	5	0	7	2	4
Fry Spring	5%	2%	0	2	0	0	0	2
Greenbrier	5%	2%	0	0	6	2	4	4
Johnson Village	0%	17%	0	0	0	0	0	0
JPA	4%	0%	4	0	3	3	2	3
Lewis Mountain	3%	0%	4	0	0	0	2	2
Little High	0%	3%	0	0	0	0	0	0
Locust Grove	5%	7%	5	0	0	0	2	2
Martha Jefferson	6%	3%	7	0	0	2	1	4
Meadows	8%	2%	21	0	0	3	3	16
North Downtown	11%	24%	16	2	0	0	3	10
Ridge	10%	0%	8	6	0	4	6	1
Rose Hill	5%	0%	6	0	0	6	0	1
Starr Hill	2%	0%	1	1	0	0	1	1
Venable	6%	0%	4	2	3	5	0	3
Woolen Mills	0%	2%	0	0	0	0	0	0
<b>TOTALS</b>	<b>100.00</b>	<b>100.00</b>	<b>92</b>	<b>29</b>	<b>12</b>	<b>36</b>	<b>29</b>	<b>67</b>

Table 3: Trees Planted and Removed on City Properties, by Neighborhood

*What is absent from the above tables is data concerning trees planted and removed through development projects. Together, both Neighborhood Development Services and Parks and Recreation have the capacity to report this data, along with data from the tree removal permit process. In future State of the Forest reports, we hope that such information can be added to the above data to allow for trend recognition within neighborhoods that can steer both tree planting and preservation efforts.*

*Trees Planted on Private Properties*

Because more than 80% of land in Charlottesville is privately owned, the health and extent of the tree canopy in Charlottesville also depends on planting trees on private properties. We can not account for all trees planted in Charlottesville, but Table 4 details reported tree planting numbers on **private properties** over the course of FY 2025.

<b>Organizational Entity</b>	<b>Number of Trees</b>	<b>Location</b>
City Public Utilities Energy Saving Program: trees and shrubs	100 240	Fall 2024 Tree Giveaway Spring 2025 Tree Giveaway
Charlottesville Area Tree Stewards: 1-2" caliper trees	39	10 <sup>th</sup> and Page Neighborhood
ReLeaf Cville: 1" caliper trees	140	Woolen Mills
<b>TOTAL</b>	<b>519</b>	

Table 4: Public Utilities and Nonprofit-administered Tree Plantings on Private Properties

*The total reported tree plantings on public and private properties during FY 2025 is 704.*

**B. TREE PRESERVATION AND REFORESTATION PROJECTS**

In light of the limited amount of public land in the city on which to plant large shade trees and the long time-span to achieve tree maturity, the proactive work of caring for young trees, preserving mature trees – including the Downtown Mall trees – and undertaking larger-scale invasive control and reforestation projects has assumed greater importance in Charlottesville’s overall forest management program.

*Tree Preservation Efforts on Public and Private Properties*

Parks and Recreation has dedicated increased time and resources to the care and preservation of both newly established and mature trees on public lands. This involves the labor-intensive work of pruning, mulching, mowing, watering (especially in periods of drought), disease/pest treatments, and invasive species control. Statistics on tree pruning and pathogen and insect infestation mitigation are given below in Table 5. Pruning and other preservation measures are critical to improve long-term structural integrity, maintain health, reduce risk of storm damage, and ensure safety. These proactive preservation measures are especially imperative for trees that, because of particularities of

their location, will be exceptionally difficult to replace (e.g., in cemeteries and very small, restricted rights of ways).

***This is the first year that the number of trees pruned surpassed the number of trees removed, due to the increased emphasis on preservation and to the fact that fewer Ash trees are now being removed.***

Preservation Measures	Number of Trees	Locations
Tree pruning	306	City-wide
Tree pruning, inspections, and treatments for pathogens/insect infestations	55 Willow oaks	Downtown Mall Trees
Stem injections to arrest insect infestations	36 Ash trees	City-wide
Stem injections to arrest insect infestations	7 American elm trees	City-wide

Table 5: FY 2025 tree preservation measures undertaken city-wide on public land

With regard to **private lands**, a new program initiated by ReLeaf Cville—with a 3-year grant from the Virginia Department of Forestry—has likewise focused on the preservation of mature trees—in particular, in high heat-index, low canopy neighborhoods in Charlottesville. This past year, ReLeaf treated 48 trees in the Fifeville neighborhood, offering free pruning, disease/pest treatments, and invasive species control.

*Preserving Downtown Mall Trees - The Downtown Mall Tree Management Plan*

As we near the Downtown Mall’s 50th anniversary, the City of Charlottesville has the opportunity to reinvest in our Downtown Mall trees and the vibrant social life they shelter and shade. As a result of a shifting environment, rising temperatures, and declining mall infrastructure, the Mall’s aging willow oaks have begun to decline and, in some cases, have had to be removed. Wolf Josey’s Management Plan details short- and long-term goals to protect and preserve existing trees, and to support the development of a cohesive and durable canopy and tree groves along the city’s bustling Downtown Mall. Short- and long-term goals include:

- Restore the Mall’s historic intent and visibility of the original design
- Protect existing trees, replace declining groves
- Address infrastructural issues (metal tree grates, sub-surface conditions)
- Diversify tree selection for greater resilience

**RECOMMENDATION:**

- Support both grant funding and annual city budgeting in order to finance all phases of the Downtown Mall Tree Management Plan.



Left: The Downtown Mall Tree Management Plan, available online [HERE](#); Right: Annual pruning on the Downtown Mall Trees (Image Source: Steven Gaines)

### *Invasive Species Management and Forest Restoration Projects*

As is amply evident throughout the city, the destructive effects of invasive vines have taken a major toll on our mature trees, strangling and smothering them, and ultimately killing them. To counter these devastating effects on large swaths of our urban forest, in the Fall of 2023, Steven Gaines and Parks and Recreation initiated an ambitious comprehensive plan for invasive species management and reforestation with native trees and ground cover species to be carried out on the city's **public properties**. This project has continued through FY 2025. It must be emphasized that, in addition to newly reforested areas, the maintenance of previous years' efforts—in order to control invasive species long term—must be continued over multiple years, thus cumulatively adding to the acreage that must be attended to each year.

Parks and Recreation has addressed tree-devouring invasive vines through a combination of methods (forestry mulcher, goat browsing, and chemical treatments), followed by replanting treated areas with seedlings and groundcover installations. Over the FY 2023 and 2024, Parks and Recreation has implemented restoration activities on approximately 42.17 acres, installed 1,375 tree seedlings, and liberated hundreds of trees from invasive vines. For details on the parks, trails, cemeteries, and other areas benefitting from these reforestation efforts, see Table 6.

Adding to these efforts, the Rivanna Conservation Alliance (RCA) has carried out extensive forest restoration efforts along the Rivanna River as part of their Forest Health and Resilience Project, planting an additional 1103 seedlings in Riverview and Pen Parks, as also noted in Table 6.

<b>Organizational Entity</b>	<b># Acres Restored</b>	<b># Seedlings Planted</b>	<b>Location</b>
Urban Forestry Parks and Recreation FY2025	17.62	115 1-2 year seedlings Plus hundreds of mature trees liberated	Parks, trails, and cemeteries city-wide
Urban Forestry Parks and Recreation FY2024	24.55	1260	Parks, trails, and cemeteries city-wide
Rivanna Conservation Alliance FY2025	Undetermined	1103 seedlings	In Riverview and Pen Parks
<b>Total over 2 years</b>	<b>42.17</b>	<b>2478 seedlings</b>	

Table 6: Forested acres restored, seedlings planted, and mature trees liberated in Charlottesville



Left: Before invasive removal at Sunrise Elementary School; Right: After invasive removal (Image Source: Steven Gaines)



Left: Before invasive removal at Riverview Park; Right: After invasive removal (Image Source: Steven Gaines)

The Charlottesville Invasive Plant Partnership (CHIPP) addresses the urgency to preserve mature trees in our city canopy by focusing on the scourge of invasive vines that afflict properties in the city that are in **private hands**. CHIPP is a coalition of governmental and non-profit community groups<sup>1</sup> that is building neighborhood-based collaborative teams trained to identify and safely liberate neighborhood trees from the adverse strangling and smothering effects of invasive vines.

In the FY 2024 State of the Forest, CHIPP had just taken its first steps to engage two neighborhoods—Kelly Town and Little High—that had expressed a willingness to help develop and participate in a pilot program with CHIPP. Working together with our pilot neighborhoods, CHIPP has made considerable progress in crafting a program—consisting of the steps outlined below—that can now be adjusted to accommodate the circumstances in other neighborhoods.

In both neighborhoods, we have:

- **Met with neighbors in a meeting and/or a walk** to learn about their neighborhood, the trees they love, the areas of most concern, and how we can work together to liberate neighborhood trees from invasive vines.
- **Partnered with neighbors to conduct a survey** of all neighborhood properties, recorded the number of trees with invasive vines on each property, and left a door hanger with information about invasive vines, how to treat them, and how to contact the neighborhood CHIPP liaison.
  - Of the 364 properties in Kelly Town, we found 151 (41.48%) had trees with invasive vines, and this did not include the HOA forested common areas in Robinson Woods, Amherst Commons, Madison Place, and Westwood Circle that have all been consumed by English Ivy and other vines.
  - Of the 295 properties in Little High (not including those in the City Walk development), we found 147 (49.83%) had trees with invasive vines on them.
- **Conducted a training for neighbors** on how to ID invasive vines, what tools and precautions are needed when cutting vines, and how to cut vines effectively and safely.
- **Conducted workdays** with combined teams of neighbors and CHIPP volunteers.
  - Counting both the training workday in Robinson Woods Commons and one additional workday in Madison Place Commons, these teams **liberated a total of 224 trees in Kelly Town**.
  - Counting the training workday at The Farm and 7 workdays composed of neighbor/CHIPP teams or individuals, **a total of 327 trees were liberated in Little High**.
- **Created a Google form for both survey and workday data collection**. Data collected

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<sup>1</sup> CHIPP's partners include: the Botanical Garden of the Piedmont, Blue Ridge PRISM; Charlottesville Area Tree Stewards; Charlottesville's Office of Sustainability, Parks and Recreation, and Tree Commission; Piedmont Master Gardeners; ReLeaf Cville; Rivanna Conservation Alliance; the Rivanna Chapter of the Virginia Master Naturalists; and the Virginia Native Plant Society.

in the field for each property is automatically submitted to a spreadsheet, which, in turn, can be translated into a neighborhood map with a pin drop for each property observed to have trees with invasive vines. This will allow us to track our progress in each neighborhood.



*Left: CHIPP Invasive training session in Little High; Right: Invasive removal workday in Kelly Town (Image source: CHIPP Photo Archive)*

In addition, CHIPP has engaged in a number of educational and capacity-building endeavors. To this end, CHIPP has presented our program and goals at a number of city events, attended or tabled at various neighborhood events, trained 21 volunteers who are prepared to train neighborhood volunteers in safe and proper invasive species control methods, and created a number of educational and communication tools.

CHIPP continues to grow! We are currently initiating a new CHIPP program in the Fry's Spring neighborhood, and we are engaged in preliminary conversations for programs in the Greenbriar neighborhood and with the Locust Meadows HOA, whose Commons cover 15.28 acres of forested land along Meadow Creek.

### *What Can the City Do to Help?*

CHIPP has encountered over and over again terrible tangles of invasive vines adversely affecting larger and smaller swaths of urban forest—particularly on rental properties, on properties with absentee landlords overseen by management companies, on the back side of commercial properties, in the common areas of HOA developments, on properties held for years by developers waiting to develop, and on derelict properties. The lack of attention to the adverse effects of these invasive vines on private properties has had serious, visible consequences for the state and health of our tree canopy across the city.



*One of the many forested parcels in the city with trees destroyed by invasive vines (Image source: Susan McKinnon)*

#### **RECOMMENDATIONS:**

- Explore the provision of incentives and/or penalties to check the rampant growth of tree-killing invasive vines on private property.
- Consider an ordinance to address the overgrowth of invasive vines analogous to the existing ordinance that prohibits the overgrowth of tall weeds on private properties (Code of Ordinance, section 5-149).

*Contact CHIPP at: [cvillechipp@gmail.com](mailto:cvillechipp@gmail.com)*

*Join us on our Instagram platform! [@cvillechipp](https://www.instagram.com/cvillechipp)*

## II. TREE COMMISSION INITIATIVES

In support of the emphasis on tree planting and, increasingly, on tree preservation, the Charlottesville Tree Commission has been working on three initiatives, which we outline in the sections below.

### A. ENGAGEMENT WITH THE CITY TO SUPPORT TREE PRESERVATION

The Tree Commission met with city staff in September to discuss potential paths to engage a range of stakeholders in preserving large trees. In the short term, the Tree Commission is developing a tree preservation guide that charts opportunities for tree preservation presented throughout the development process. In the longer term, there are opportunities for engagement with other preservation initiatives that we look forward to participating in.

#### *Tree Preservation Guide*

In Spring 2025, in the course of further development of the Kindlewood property, an additional city-owned 50-year-old Pin Oak in the public right of way on Garrett Street was lost when utility lines were cut across the tree's roots. With no likelihood of survival, at the city's request, the tree was cut down. This event precipitated a letter from the Tree Commission to the city on May 21, which outlined priorities for tree preservation (the "Garrett Street Letter," see Appendix 1).

Mature trees, like those lost in the public right of way around the Kindlewood site, provide exponential value to the city landscape. New tree plantings cannot replace these lost trees in terms of the benefits they provide or the cost to bring new trees to maturity. Notably, the Kindlewood development neighborhood is already experiencing lower-than-average tree canopy coverage. The further loss of tree canopy for this neighborhood will mean higher temperatures, lower air quality, and fewer benefits for health and well-being that are associated with access to nature.



*Left: Aerial showing location of Garrett Street tree removal; Right: Utility trenching immediately adjacent to tree forcing its removal (Image source: Steven Gaines)*

In brief, the letter proposed the following steps to preserve large trees in the city:

- Updates to city administrative guidance for the preparation of site plans and tree preservation plans
- Identification of opportunities for assistance from certified arborists
- Clarification of the process for the newly required tree removal permits
- Consideration of new adoptions for bonding to protect mature trees during construction
- Mechanisms for the enforcement of local requirements supporting tree preservation
- Revision of the stormwater fee use and structure to emphasize tree preservation
- Revaluation of existing and adoption of new incentives for tree preservation on private lands

The tree preservation guide will include a recommendation to map a site's mature trees before design even begins, so that design will occur within the context of the trees that exist on-site and not imagine the site to be a blank slate. With this mapping, architectural designs can include scaled drawings of trees for preservation and critical root zones to avoid. During construction, steps can be taken to ensure adequate buffers and mechanisms for protection that include silt fencing and the use of other best management practices. Post-development measures include measures for long-term care and maintenance. As the guide will emphasize, the city can provide help and assistance at all stages of development to support tree preservation as prioritized in its comprehensive and climate action plans. Lastly, the guide will provide links (via QR codes) to the tools and materials that the city has in place to provide tree preservation support.

An initial draft is underway. The Tree Commission hopes to engage the local development community in creating the guide. It is intended as a resource for this community, and their insights on how it could be most useful would be invaluable.

### *Ongoing Collaborations with the City*

The Tree Commission also hopes to continue to partner in future city discussions related to the development of local code provisions and planning guidance that support tree preservation in balance with other city priorities. These include increasing the canopy credit provided for retention of mature trees, developing local code provisions and planning guidance to include a consideration of tree preservation, and restructuring the stormwater fee to incentivize the reduction in impervious surfaces and to support green infrastructure.

#### **RECOMMENDATIONS:**

- Update city site plan guidance to facilitate preservation of mature trees.
- Engage a broad range of public and private stakeholders in steps to preserve mature trees on public and private lands.
- Document successful efforts to preserve trees in concert with site development.

## **B. VULNERABLE PARCELS: VISUALIZING THE PRECARITY AND VALUE OF PRIVATELY-OWNED URBAN FOREST PARCELS**

Many of the largest unbuilt parcels remaining in the city are also sites with outsized ecological value and sensitivity, and once built upon, their existing value can never be reproduced. The Tree Commission urges that greater attention be given to ensuring the protection of vulnerable aspects of these sites, leading to development proposals adapted to work with and around particular, important site constraints. An important first step to understanding our collective, urban ecological assets, and how the remaining unbuilt parcels contribute to this network, is to identify and visualize these parcels in map format with corresponding site information.

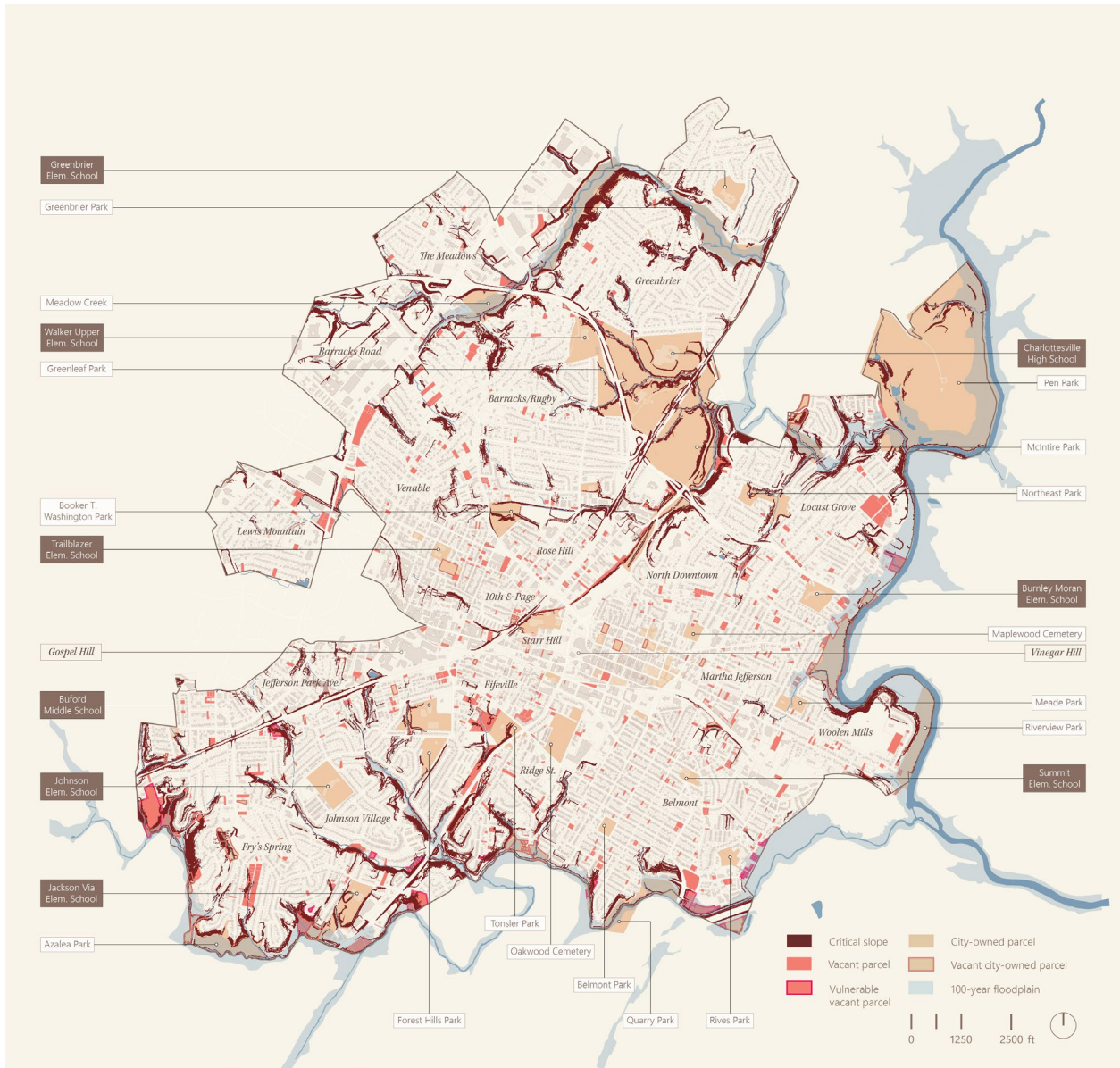
As Charlottesville is undergoing significant, rapid development, it has an opportunity to balance the critical need for more built density to address the current housing shortage and the concurrent need to bolster the city's ecological health and natural infrastructure with smart, sustainable development practices. While we strongly support maxing out high-density development in already-impacted sites, we suggest that a shift in expectations for maximum build-out on greenfield sites will be an important factor in ensuring the livability of our city into the future.

The Commission is working to map the remaining currently forested parcels that are unbuilt and, as such, poised for development. This effort highlights forested parcels located in floodplains, riparian buffers and/or including critical slopes, along with urban forest patches of significant size or connective importance, recognizing simultaneously the substantial ecological services these parcels provide to the city's hydrological, urban forest, urban shade and wildlife systems and their vulnerability to destruction due to development. If these parcels are identified before plans are in place for development, and their protection is prioritized, design choices can be made early in the site study process to facilitate both the creation of housing and the protection of urban forest systems. We plan to use GreenPrint 1.0—which communicates the importance and extent of natural infrastructure in the city—as a resource. We intend to produce maps that highlight unbuilt, privately-owned parcels that GreenPrint 1.0 assigns high ecological value, checking that we update findings with urban changes since 2017.

The study of vulnerable, unbuilt sites we propose would dovetail with the Neighborhood Development Services's project launched last year "Environmental Regulations and Policy Review Project: Existing Conditions and Recommended Areas of Study." In particular, our mapping effort would support aligned objectives with this NDS project to balance the priorities of housing density and stewardship of natural resources as expressed in the Comprehensive Plan and to increase community resilience in the face of increased heat and flood risk. We would suggest building on this initiative's strong momentum, offering mapping in support of the City staff's stated objectives and potential outcomes.

The parcels we are focused on—critical slopes, floodplains, and forested parcels—are already subject to city oversight. However, while the critical slopes ordinance requires a special exception to build on slopes greater than 25%, this waiver is rarely withheld from proposed projects. Floodplains are even more vulnerable to development pressure, as they may be built

on with a permit and a variance. And larger parcels of urban forest are only nominally protected in the site planning process through the tree removal permit, but insufficient incentives prevent developers from pursuing more extensive protection.



*Preliminary mapping of vulnerable parcels containing to floodplains and critical slopes (Map source: Canopy Collective)*

The remainder of large-scale parcels for potential development in the city contain a high degree of ecological sensitivity. Additional information to contextualize the ecological value of these vulnerable parcels in site plan review would allow the city to make more informed decisions early in the review process. Seeing how a parcel under review may be one of a limited number of remaining tracts with critical slopes, floodplains, and/or contiguous forestland will help weigh specific development plans against larger sustainability goals that have been set by the city. If the dialogue around each parcel begins with an assumption that every site should be

able to be built out to the utmost capacity, regardless of site sensitivities, our city's long-term ecological health and sustainability will always be the loser.

#### RECOMMENDATIONS:

- Emphasize and potentially expand key restrictions on site plan development to ensure protection of critical slopes, urban forest, and hydrological systems.
- Consider a zoning change to add a design overlay district for these ecologically sensitive parcels.
- Evaluate parcels with critical slopes, urban forest connections and/or floodplains for potential city acquisition as both parkland/public space and green infrastructure investments, in support of Comprehensive Plan, Goal 13.

### C. CANOPY COLLECTIVE: ADVOCATING OPPORTUNISTIC AND INNOVATIVE TREE PLANTING ON PUBLIC LAND

Emerging from the urban shade advocacy work of the Tree Commission, Canopy Collective formed in 2025 to identify, design, and implement tree planting efforts that focus on cultural attunement, provision of social spaces, and canopy equity.

Canopy Collective has identified sites of great potential in the city on publicly-owned land. The city currently expends resources to maintain these sites—mostly paved or turfgrass—though they provide no programmatic or environmental benefits. These sites are extensive throughout the city and create a maintenance burden while neglecting to ameliorate stormwater quantity or quality, provide biodiversity, shade, or outdoor space for residents' use.

Canopy Collective recommends prioritizing planting in three types of sites:

#### *Shade Equity / Neighborhood-embedded Sites*

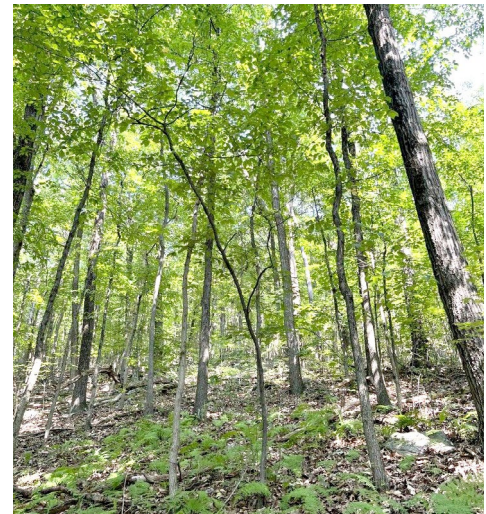
High-heat index is a critical marker and side effect of shade inequity and guides an imperative to prioritize planting efforts in the 10th & Page, Starr Hill, Fifeville and Meadows neighborhoods. The highest heat and lowest canopy coverage areas in the city align with neighborhoods also disproportionately burdened by health and economic disadvantages per EPA designated measures and the City's Historic Black Neighborhoods (as mapped in the Jefferson School African American Heritage Center's exhibition "Pride Overcomes Prejudice"). The collection of city-owned properties on this land can both amend the shortage of canopy in these areas and serve as a pilot for residential adoption of new planting efforts. In addition, a key city-owned parcel in this area is the City Yard lot.

### *Public Visibility & High-Heat / Downtown Core Sites*

The city's landholdings in heat-burdened downtown include many smaller, mostly paved lots. We see exciting potential for implementing new planting efforts that align with the green infrastructure and increased tree canopy goals expressed in the Sustainability Plan and Climate Action Plan. Public visibility of these sites make them perfectly suited as demonstrations of alternative planting methods and value in complex, constrained urban contexts. As evidenced in Washington, D.C., Philadelphia, and San Francisco among many other settings, temporary, or "pop-up," installations offer low-commitment outreach, education and visibility in public settings.

### *Education, Recreation & Flexibility: Schools & Parks*

Recreational and educational settings offer prime opportunities where planted spaces can foster youth connection with the natural world. In discussion with Parks and Recreation, Canopy Collective is evaluating school and park grounds to determine where current lawn areas could make way for planting designed to tailor social, educational, and recreational use while bolstering sustainability. We are currently working on and fundraising for "Growing Oasis," a collaboration with the Arts Department at Charlottesville High School, to conduct a co-design of the school's inner courtyards and introduce innovative planted spaces, bringing shade, biodiversity, and critically supportive social spaces into the school—much needed for the mental health and wellbeing of the school community.



*Left: Example of plantings that invite play, engagement and biodiversity (image source: Canopy Collective); Right: Piedmont forests inspired plantings in public spaces could strengthen connection to the natural world (Image source: Canopy Collective)*

#### **RECOMMENDATION:**

- Consider proposals for alternative tree planting installations on publicly-owned parcels in low-canopy neighborhoods and downtown areas to pilot best practices and enhance the social and ecological value of publicly-owned land.

## END NOTE

The Tree Commission celebrates and supports Parks and Recreation and Urban Forester Steven Gaines' tree preservation and planting projects across the city, in collaboration with dozens of community residents and leaders, stewards, and volunteers. The Commission eagerly invites further opportunities to collaborate with the city, including participating in discussions and work sessions relating to the recommendations discussed above.

These include but are not limited to

- Supporting city- and community-led initiatives in service of our urban forest;
- Considering how to incentivize the management of invasive species on private properties;
- Introducing a tree preservation guide into the site development process;
- Continuing to develop local code provisions and planning guidance that include a consideration of tree preservation on steep slopes, floodplains, and other vulnerable sites;
- Exploring flexibility within the zoning code to accommodate both higher-density housing and tree preservation; and
- Updating of the stormwater fee.

## APPENDIX 1 TREE COMMISSION LETTER REGARDING THE GARRETT STREET TREE REMOVAL

21 May 2025

**Dear Charlottesville City Councilors, Members of the Charlottesville Planning Commission, City Manager Sam Sanders, NDS Director Kellie Brown, Deputy City Manager of Operations James Freas, and Deputy City Manager Ashley Marshall,**

The Charlottesville Tree Commission was deeply disappointed to learn of the avoidable removal of another mature tree at the Kindlewood development on April 24, 2025. Despite prior assurances from project engineers and developers that this particular group of street trees would be protected, a 50-year-old Pin Oak (36.9" diameter) was severely damaged, forcing its removal. The removal of a tree of this size cannot be mitigated by planting a young sapling; the loss to our community and environment will be felt for generations.

Tree preservation and affordable housing development are both essential for realizing a future where all of our neighborhoods are healthful, affordable, and climate resilient. The Tree Commission recognizes the critical need to build more affordable housing in our community, and we aim to assist in finding ways to do so while also protecting and enhancing our tree canopy. We know trees provide myriad health, environmental, and climate benefits, and their preservation is vital for maintaining a strong sense of place, neighborhood identity, and place-based memories for residents as we increase housing density and affordability in the city.

Charlottesville has the expertise, the policy frameworks, and the community support to successfully balance the urgent need for affordable housing with the long-term need to preserve mature trees. Charlottesville has both the vision and credentials to be a national leader in urban forestry. We are proud to be a Tree City USA and a city with a robust Climate Action Plan and a Comprehensive Plan that recognizes the importance of the urban tree canopy. But without strengthening our tree protection codes and enforcement mechanisms, we risk undermining our own climate and livability values and goals.

In 2022 and 2023, the city undertook an extensive overhaul of its code, but limited tree preservation protocols continue to result in the removal of trees that could be preserved through updated administrative guidance and code provisions *without any reductions in the quantity of housing built*. We respectfully put forth the following measures in the hope of supporting dialogue on strengthening tree protection:

**Site Plan Checklist** - Strengthen and clarify the requirements specified in the Site Plan Content Checklist provided by Neighborhood Development Services to include a mandatory tree preservation plan and an arborist-certified conservation checklist (for plans involving trees designated for preservation).

**Tree Preservation Plans** - Further define the existing preservation plan requirements to include tree canopies, trunks, critical root zones, and tree protection measures drawn to scale (reference "Best Management Practices for Tree Preservation, Transplanting,

Removal, and Replacement”). Support a second Urban Forester position focused on plan review and enforcement of preservation plans.

**Tree Removal Permit** - Ensure easy access to all tree removal permit materials via city portals, with additional clarity regarding when permits are required. Develop Tree Removal Permit requirements for properties under 6,000 feet.

**Bonds for Existing Plantings** - Expand circumstances for when a bond is required to cover existing trees indicated for preservation in site plans for 1 year after the completion of construction (see the cities of Falls Church, Fairfax, and Vienna for precedents).

**Enforcement, including stronger penalties for violations** - As it stands, a misdemeanor classification (punishable by a \$2,500 fine) for the loss of a mature urban tree is not a sufficient deterrent. For example, stronger penalties could include the forfeiture of bonds held for existing plantings.

**Stormwater Fee** - Explicitly designate green infrastructure, including trees, as stormwater infrastructure to allow city funds raised through the stormwater fee to support green infrastructure development and maintenance.

**Incentives for Tree Preservation** - Reevaluate the city's current incentive structure for tree preservation to reward developers who retain healthy, large trees on-site and to ensure that preservation of mature trees is seen not as an obstacle but as a shared value and goal. The current incentive structure—where existing trees are allowed to contribute 1.50-4x canopy area toward meeting minimum canopy requirements—is not effective at promoting overall tree canopy cover in the city. Consider, for example, an incentive structure to reduce or waive stormwater fees as an incentive to preserve mature trees.

The tree removal on Garrett Street was more than unfortunate—it highlights systemic gaps in our site planning and tree preservation protocols. As an unequivocal supporter of affordable housing development, the Charlottesville Tree Commission believes this experience can—and should—be a turning point. It is our hope that this event can renew a constructive dialogue towards strengthening tree preservation and bolstering our efforts to build healthful, affordable, and climate-resilient housing.

Sincerely,  
The Charlottesville Tree Commission



# State of the Forest FY 2025

Charlottesville Tree Commission

April 20, 2026

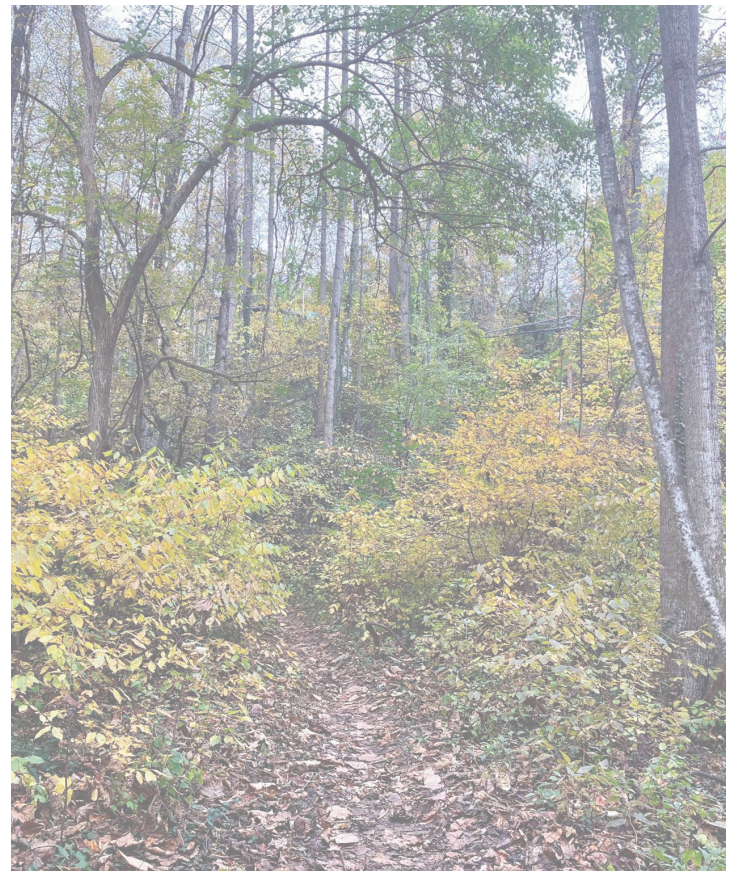
## Presentation Overview

### I. City & Community Urban Forestry Work

- Tree Plantings and Removals
- Tree Preservation and Reforestation Projects

### II. Tree Preservation Initiatives

- Engagement with the City to Support Tree Preservation
- Vulnerable Parcels: Visualizing the Precarity and Value of Privately-owned Urban Tree Parcels
- Canopy Collective: Advocating for Opportunistic and Innovative Tree Planting on Public Land



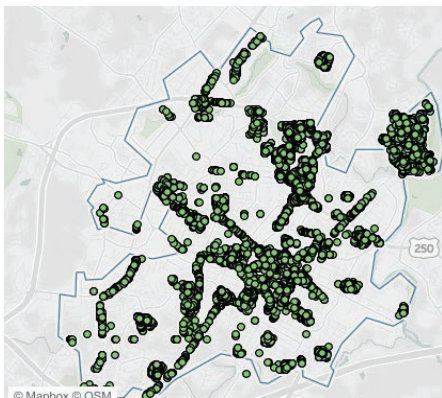
# Presentation

## Common Themes

- Urban canopy and **forest health threatened** by multiple factors
- **Limited space for planting** large shade trees on public lands
- Increased emphasis on **tree preservation and restoration** of urban forests
- Focused attention on remaining **vulnerable parcels** on private land
- **Innovative tree planting** strategies on public land
- Effective city coordination with **non-profit and community partners**



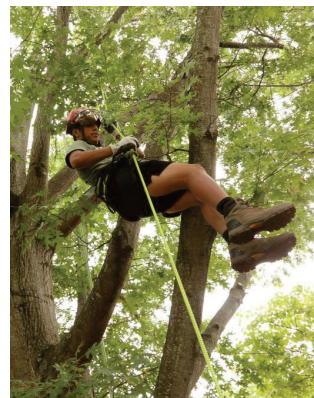
## I. City & Community Urban Forestry Work



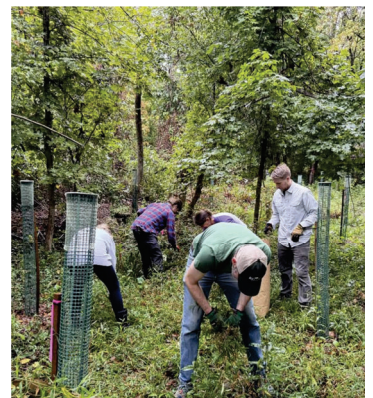
City of Charlottesville Parks and Recreation Department  
Tree Inventory Dashboard



Seedling from ancient Bald Cypress planted in Tree Steward Woodland in McIntire Park by Robin Hanes and Nadia Shoeb



ReLeaf Cville Tree Preservation in Action



Rivanna Conservation Alliance volunteer tree planting

# Tree Plantings & Removals, FY 2025

Trees Planted on Public Property	Trees Removed from Public Property	Trees Planted on Private Property
<b>133</b> Urban Forestry Annual Planting (city-wide)	<b>64</b> Urban Forestry Tree Removals (city-wide)	<b>340</b> Utilities Fall and Spring Tree Giveaway (city-wide)
<b>38</b> Charlottesville Area Tree Stewards (McIntire, Pen Parks)		<b>39</b> Charlottesville Area Tree Stewards (10th & Page)
<b>14</b> ReLeaf Cville (Meade Park and Woolen Mills)		<b>140</b> ReLeaf Cville (Woolen Mills)
<hr/> <b>185 TOTAL</b>	<hr/> <b>64 TOTAL</b>	<hr/> <b>519 TOTAL</b>

**704** TOTAL Reported number of trees planted on public & private properties in FY 2025.

## Takeaways: Trees Planted and Trees Removed

### Importance of Preservation

- The number of trees planted and removed by the city does not include trees removed and planted during development, often with large shade trees replaced with young trees.
- Due to limited public land available for planting large shade trees, and loss of mature trees due to development and environmental pressures, preservation of mature trees on public and private land is increasingly imperative.



# Tree Preservation & Reforestation Projects Overview

- Tree Preservation Efforts on Public and Private Properties
- Preserving Downtown Mall Trees
- Invasive Species Management and Forest Restoration Projects
- Charlottesville Invasive Plant Partnership (CHIPP)



An area of Moore's Creek riparian forest after City's restoration efforts

## Tree Preservation Efforts on Public & Private Properties, FY 2025

### Public Properties:

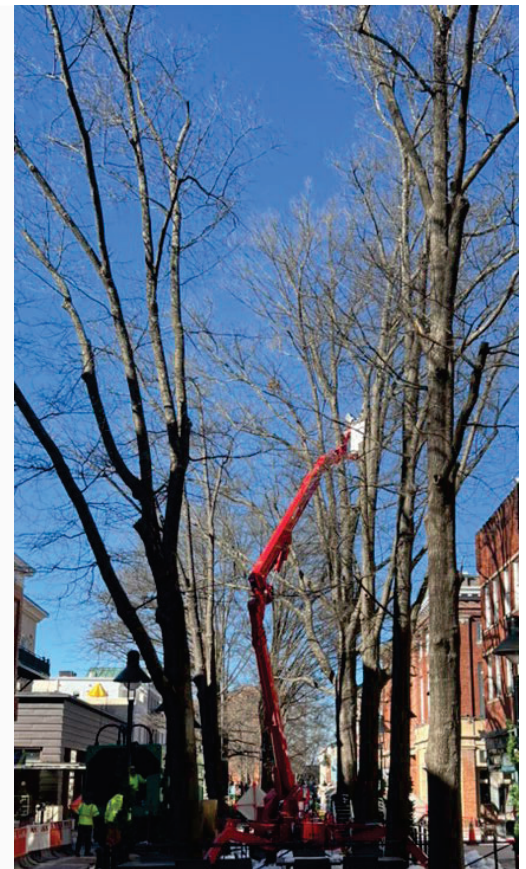
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FY 2025 tree preservation measures undertaken city-wide on public land

**Note:** 2025 was the first year that the number of trees pruned surpassed the number of trees removed on city properties.

### Private Properties:

ReLeaf's FY 2025 Tree Preservation program treated 48 trees on private properties in Fifeville.



Winter pruning of Downtown Mall Trees  
Image source: Steven Gaines

# Preserving Downtown Mall Trees: *The Downtown Mall Tree Management Plan*

**Problem:**

- Our beloved aging willow oaks on the downtown mall are declining due to environmental stresses and deteriorating underground infrastructure. A number have already had to be removed.

**Solution:**

- Wolf Josey’s Downtown Mall Tree Management Plan—approved by the city—outlines the short- and long-term steps necessary to support a cohesive and durable sequence of tree groves at the heart of our city’s vibrant social life.

**Opportunity:**

- The 50<sup>th</sup> anniversary of the Mall provides an opportunity to reinvest in our downtown mall trees.
- The Downtown Mall Tree Management Plan remains unfunded, threatening the health and continuity of the tree groves that shade the mall.



Wolf Josey Landscape Architects,  
The Downtown Mall Management Plan (cover)

**RECOMMENDATION:**

*Support both grant funding and annual city budgeting in order to finance all phases of the Downtown Mall Tree Management Plan.*

## Invasive Species Management & Reforestation Projects

Organizational Entity	# Acres Restored	# Seedlings Planted	Location
Urban Forestry Parks and Recreation FY2025	17.62	115 1-2 year seedlings Plus hundreds of mature trees liberated	Parks, trails, and cemeteries city-wide
Urban Forestry Parks and Recreation FY2024	24.55	1260	Parks, trails, and cemeteries city-wide
Rivanna Conservation Alliance FY2025	Undetermined	1103 seedlings	In Riverview and Pen Parks
<b>Total over 2 years</b>	<b>42.17</b>	<b>2478 seedlings</b>	



Sunrise Elementary School Restoration before invasive vine removal (above right) and after (below right)  
Image source: Steven Gaines

# Invasive Species Management & Reforestation Projects

## Riverview Park Restoration: Example Project

Forest restoration efforts at Riverview Park have been coordinated with the streambank restoration project. The removal of invasive vines and shrubs has returned 1.5 acres of usable park space that can now be accessed and enjoyed by the public (and local wildlife).



Riverview Park Restoration before invasive vine removal (left) and after (right)  
Image source: Steven Gaines

## Charlottesville Invasive Plant Partnership (CHIPP)

### Problem:

- City invasive management efforts address only public properties, therefore not addressing the problem of invasives on more than 80 percent of Charlottesville’s properties.

### Mission:

- CHIPP is a partnership of city departments and community groups dedicated to building neighborhood teams to manage invasive vines on trees that are on the city’s private properties.

### Partners:

- Botanical Garden of the Piedmont; Blue Ridge PRISM; Charlottesville Area Tree Stewards; Charlottesville’s Office of Sustainability, Parks and Recreation, and Tree Commission; Piedmont Master Gardeners; ReLeaf Cville; Rivanna Conservation Alliance; the Rivanna Chapter of the Virginia Master Naturalists; and the Virginia Native Plant Society.



CHIPP partners host the 2<sup>nd</sup> annual CHIPP Open House in City Space during National Invasive Species Awareness Week  
Image source: CHIPP Photo Archive

# CHIPP Neighborhood Program & Outcomes

## CHIPP's Neighborhood Program

- Meet with neighbors to decide strategy
- Conduct a survey of neighborhood properties with invasive vines
- Train neighbors how to cut vines effectively and safely
- Conduct work-days to cut vines on neighborhood properties

## Results of CHIPP Neighborhood Efforts So Far

- **2 pilot programs:** Kelly Town and Little High
- Educational doorhangers/**leaflets distributed**
- Dozens of **neighbors trained** in invasive management
- **224 trees liberated** from invasive vines in Kelly Town
- **327 trees liberated** from invasive vines in Little High

*During a workday, CHIPP and Kelly Town volunteers liberate trees from invasive vines  
Image source: Susan McKinnon*



## What Can the City Do to Help?



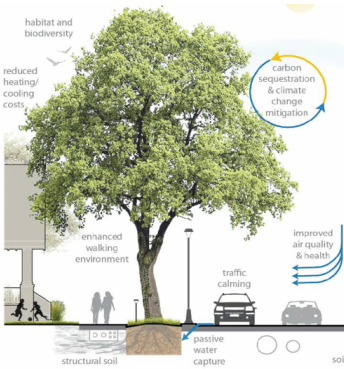
*One of the many forested parcels in the city with trees destroyed by invasive vines  
Image source: Susan McKinnon*

## RECOMMENDATIONS

- *Explore the provision of incentives and/or penalties to check the rampant growth of tree-killing invasive vines on private property.*
- *Consider an ordinance to address the overgrowth of invasive vines analogous to the existing ordinance that prohibits the overgrowth of tall weeds on private properties (Code of Ordinance, section 5.149).*

## II. Tree Commission Initiatives Overview

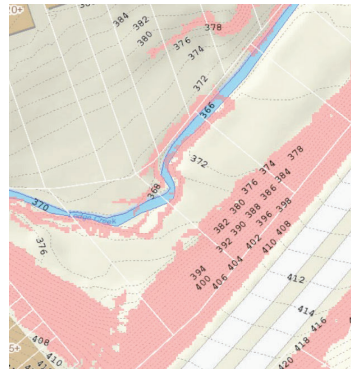
- Engagement with the City to Support Tree Preservation
- Vulnerable Parcels: Visualizing the Precarity and Value of Privately-owned Urban Tree Parcels
- Canopy Collective: Advocating Opportunistic and Innovative Tree Planting on Public Land



Tree Preservation, Valuing Mature Trees  
Source: Oak Bay Urban Forest Management Strategy, Diamond Head Consulting



Tree Preservation, Garrett St. Mature Tree Damage



Vulnerable Parcels, Example of unbuilt parcels with critical slopes and watercourses, Charlottesville GIS



Canopy Collective, CHS courtyard site for innovative planting

### Mature Tree Preservation

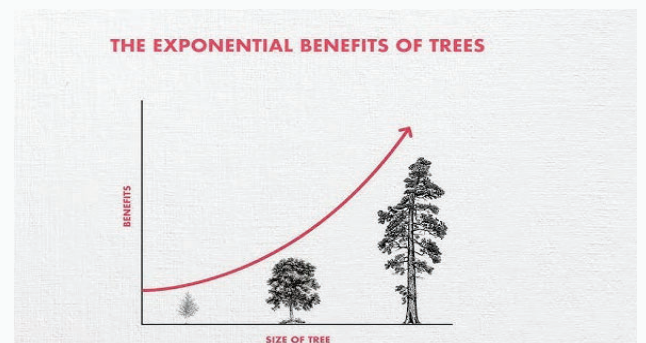
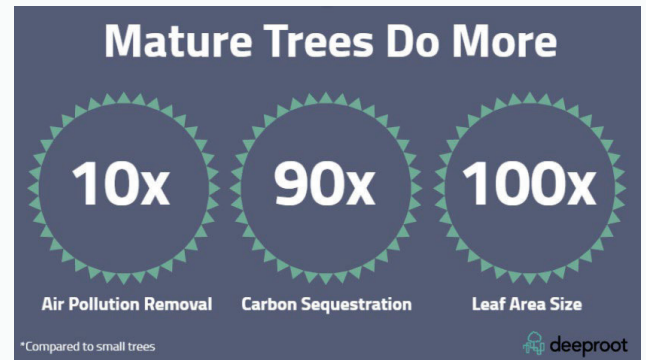
- Mature trees provide exponential value to the city’s landscape compared to new plantings
- Yet only a small percentage of urban trees reach maturity (as high as 2/3rds are lost within 10 yrs of planting\*)
- Preservation of trees provides a return on investment for landowners + the wider community

#### Benefits Trees Provide:

**Environmental:** stormwater capture, carbon sequestration, air + water pollution reduction, biodiverse habitat

**Health:** reduced urban heat island impact, disease prevalence, stress, and childhood asthma

**Social + Economic:** improved social cohesion, crime rates, tourism, and commercial vibrancy



\*E.G. McPherson. 2014. "Monitoring million trees LA: tree performance during the early years and future benefits." *Arboric Urban For*, 40: 286-301. [10.48044/iauf.2014.027](https://doi.org/10.48044/iauf.2014.027).

# Key Take-Aways for Tree Preservation Efforts

- Updates to city administrative guidance for the preparation of site plans and tree preservation plans
- Identification of opportunities for assistance from certified arborists
- Clarification of the process for the newly adopted tree removal permit requirement
- Revision of the stormwater fee use and structure to emphasize tree preservation
- Revaluation of existing and adoption of new incentives for tree preservation on private lands
- Advocate for the local authority to require bonds to protect mature trees during development and heightened mechanisms to enforce local tree protections

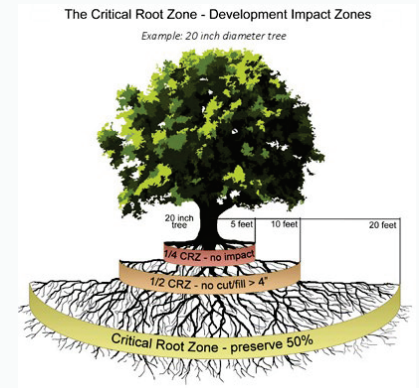
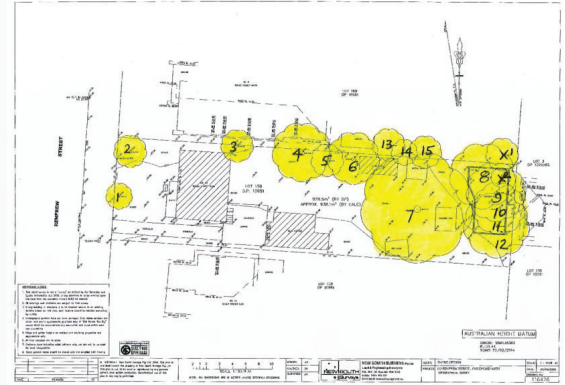


Image right: Austin, TX, critical root zone

# Development of Local Guide to Tree Preservation

## Highlighting opportunities for tree preservation throughout the development timeline



- Document your site's arboreal assets
- Draw trees' critical root zones to scale



- Design project within the context of the arboreal landscape (not a blank slate)
- Prioritize tree preservation within the site plan and in the development approval process



- Construction details showing tree protection fencing (see city detail), trunk protection, pruning/air spading, wood chip mulching, irrigation, and other preservation measures
- Relocate trenching away from critical root zones
- Additional BMPs



- Methods of preservation (tree preservation fencing, timing of disturbance, root pruning/air spading, wood chip mulching/irrigation)
- Long-range planning for preservation and monitoring to ensure trees survive
- Carry out pruning and other mature tree maintenance during winter dormancy

# Tree Commission Partnering in Future City and Community Planning Discussions

- Increasing the canopy credit provided for retention of mature trees
- Developing local code provisions and planning guidance to include a consideration of tree preservation
- Restructuring the stormwater fee to incentivize the reduction in impervious surfaces and to support green infrastructure



American Elm  
at Summit Elementary School

## RECOMMENDATIONS:

- **Update city site plan guidance to facilitate preservation of mature trees.**
- **Engage a broad range of public and private stakeholders in steps to preserve mature trees on public and private lands.**
- **Document successful efforts to preserve trees in concert with site development.**

# Vulnerable Parcels: Visualizing the Precarity and Value of Privately-owned Urban Forest Parcels

## Problem

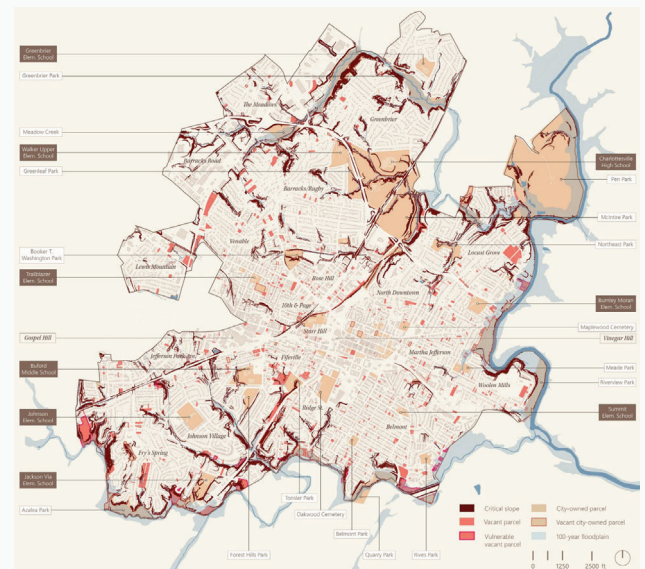
- Remainder of large-scale parcels for potential development contain a high degree of ecological sensitivity.
- Protections for ecological resources are insubstantial.
- Development assumption for greenfield parcels is typically maximum build-out, regardless of value of natural infrastructure.

## Proposal: Map Vulnerable Parcels

- Visualize remaining forested, unbuilt parcels located in floodplains, riparian buffers, and containing critical slopes.
- Recognize ecological services these parcels provide to the city's hydrological, urban forest, urban shade and wildlife systems and their vulnerability to destruction due to development.

## Aims

- Allow for design choices early in site study process to support creation of housing AND the protection of urban forest systems.
- Provide context to inform city decisions early in the review process for each parcel.
- Assist in weighing specific development plans against larger sustainability goals set by the city in Comprehensive Plan and Sustainability Plan.



Preliminary mapping of vulnerable parcels containing floodplains and critical slopes  
Map source: Canopy Collective

## What Can the City Do to Help?



Example of floodplain forest character  
Image source: Shanti Levy

### RECOMMENDATIONS:

- *Emphasize and potentially expand key restrictions on site plan development to ensure protection of critical slopes, urban forest, and hydrological systems.*
- *Consider a zoning change to add a design overlay district for these ecologically sensitive parcels.*
- *Evaluate parcels with critical slopes, urban forest connections and/or floodplains for potential city acquisition as both parkland/public space and green infrastructure investments, in support of Comprehensive Plan, Goal 13.*

## Canopy Collective: Advocating for Opportunistic and Innovative Tree Planting on Public Land

Emerging from the urban shade advocacy work of the Tree Commission, Canopy Collective formed in 2025 to identify, design, and implement tree planting efforts that focus on cultural attunement, provision of social spaces, and canopy equity.

### Problem

- Extensive publicly owned paved and turfgrass sites create a maintenance burden while providing no benefit to stormwater quantity or quality, biodiversity, shade, or outdoor space for residents' use.

### Proposal: Innovative Planting Installations

- Pilot planting projects on public parcels that model sustainable practices, increase city's tree canopy, and offer high quality outdoor space for resident's use.



Examples of unused city owned lawn areas at CHS, Sixth St, Tonsler Park, Tall Oaks Elementary

# Sites of Opportunity: Prioritize 3 Types

## 1. Neighborhood Embedded Sites / Shade Equity

- Heat-index, the key marker of shade equity, leads to an imperative to plant in 10<sup>th</sup> & Page, Starr Hill, Fifeville and Meadows neighborhoods, areas also disproportionately burdened by health and economic disadvantages per EPA designations.

*Introduce plantings that align with neighborhood's cultural landscapes.*

## 2. Downtown Core Sites / Public Visibility & High-Heat

- Downtown is one of the hottest areas in Charlottesville.
- The city owns several mostly-paved lots in highly visible locations.

*Introduce public installations that offer public space and green infrastructure, potentially as temporary, pop-up parks.*

## 3. Schools and Parks / Education, Recreation & Flexibility

- Lawn areas are larger than necessary for programmatic use
- Potential to align plantings with educational opportunities .

*Introduce planting tailored to social, educational, and recreational use while bolstering sustainability.*

*Specific Example Sites: 412 10 ½ St. NW (top),  
207 First St. South (middle),  
CHS courtyard A (bottom)  
Images source: Canopy Collective*



# What Can the City Do to Help?



*Introduce qualities of Piedmont Forests into public spaces*



*Offer shaded social spaces (above: Paley Park, NYC)*



*Pilot public temporary forests downtown (above: San Francisco Pop-Up Forest)*



*Create plantings that invite play, engagement and biodiversity*

## RECOMMENDATIONS:

- *Consider proposals for alternative tree planting installations on publicly-owned parcels in low-canopy neighborhoods and downtown areas to pilot best practices and enhance the social and ecological value of publicly-owned land.*

# Policy Briefing Summary

## City Council



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**Regarding:** Rivanna Authorities Quarterly Report  
**Staff Contact(s):**  
**Presenter:**  
**Date of Proposed Action:** April 20, 2026

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### Issue

### Background / Rule

### Analysis

### Financial Impact

### Recommendation

### Recommended Motion (if Applicable)

### Attachments

1. April 2026\_RWSA RSWA\_ City\_ Quarterly Update

April 8, 2026

The Honorable Charlottesville City Council  
P.O. Box 911  
Charlottesville, VA 22902

Re: Quarterly Update – April

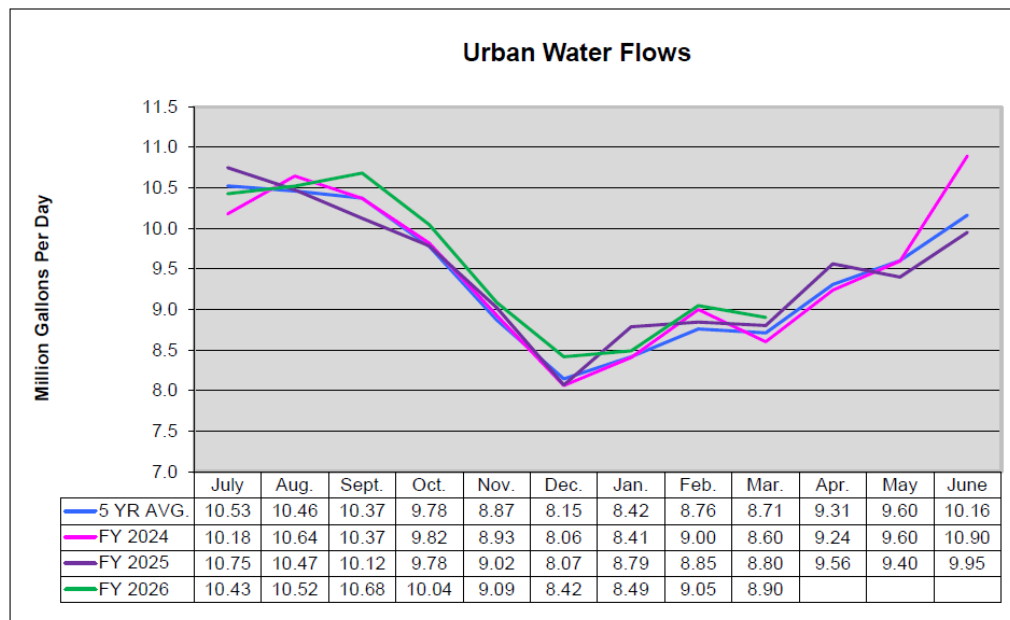
Councilors:

This quarterly update is to provide general information on the drinking water supply and treatment, wastewater collection and treatment, and refuse disposal and recycling programs managed by the Rivanna Authorities for the benefit of the Charlottesville/Albemarle community, as follows:

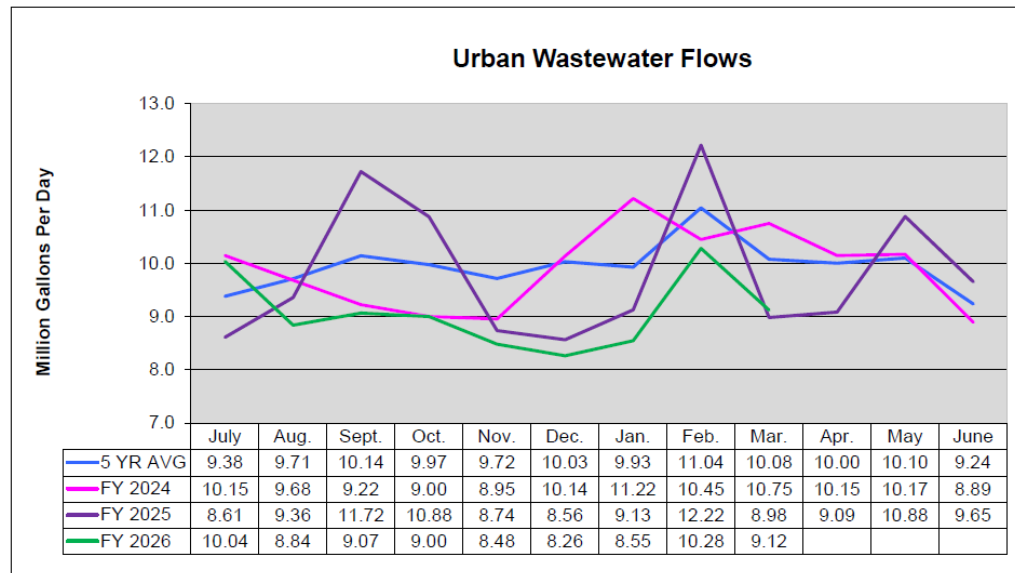
1. Drinking Water Supply:

- a. Our three Urban reservoirs (Sugar Hollow, South Rivanna, Ragged Mountain) are 98% full with a total storage capacity of about 1.4 billion gallons. Water demand in the Urban area (City and adjacent developed areas of the County) averaged about 9 million gallons per day (MGD) in March. We are monitoring our streams and reservoirs for any drought-like conditions.
- b. Beaver Creek Reservoir (Crozet) is 100% full with a total storage capacity of about 500 million gallons. Water demand in Crozet averaged 0.53 MGD in March.
- c. Totier Creek Reservoir (Scottsville) is 100% full with a total storage capacity of about 155 million gallons. Water demand in Scottsville averaged 0.06 MGD (60,000 gallons) in March.

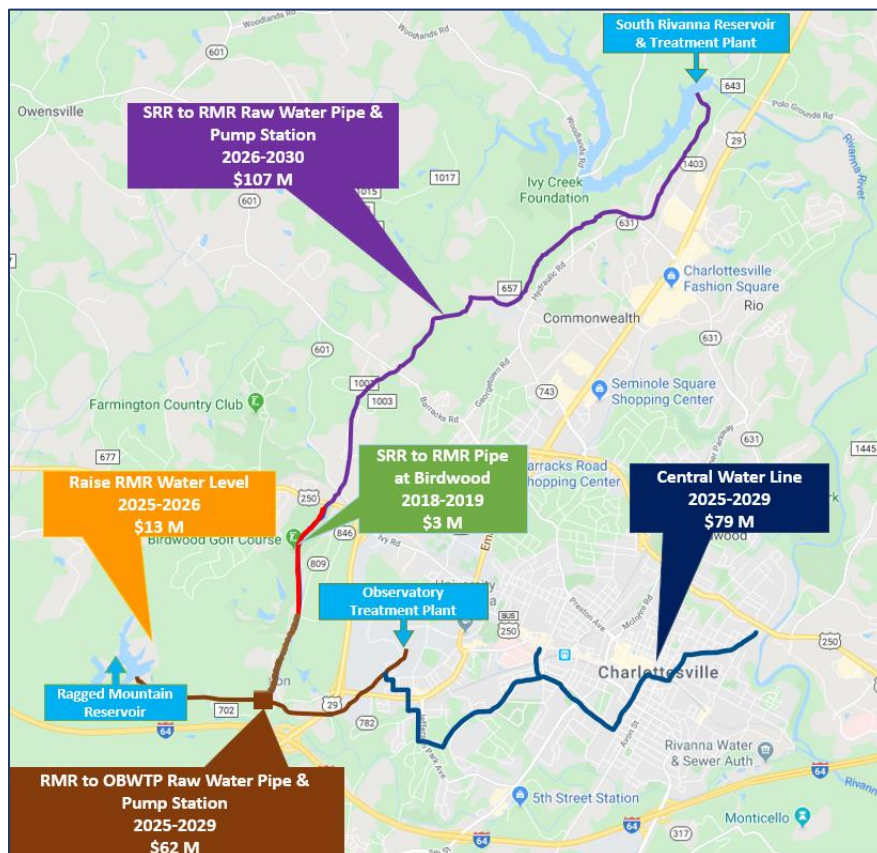
2. Production of drinking water for the Urban area averaged 8.90 MGD in March 2026 (FY 2026), which was higher than the five-year average for March (8.71 MGD) as shown by the following graph:



- Urban wastewater treatment for March 2026 (9.12 MGD), including flows from Crozet but not from Scottsville, was below the five-year average for March (10.08 MGD) due to the lower-than-normal precipitation which reduced the unintended infiltration of stormwater into the wastewater system, as shown by the graph below:



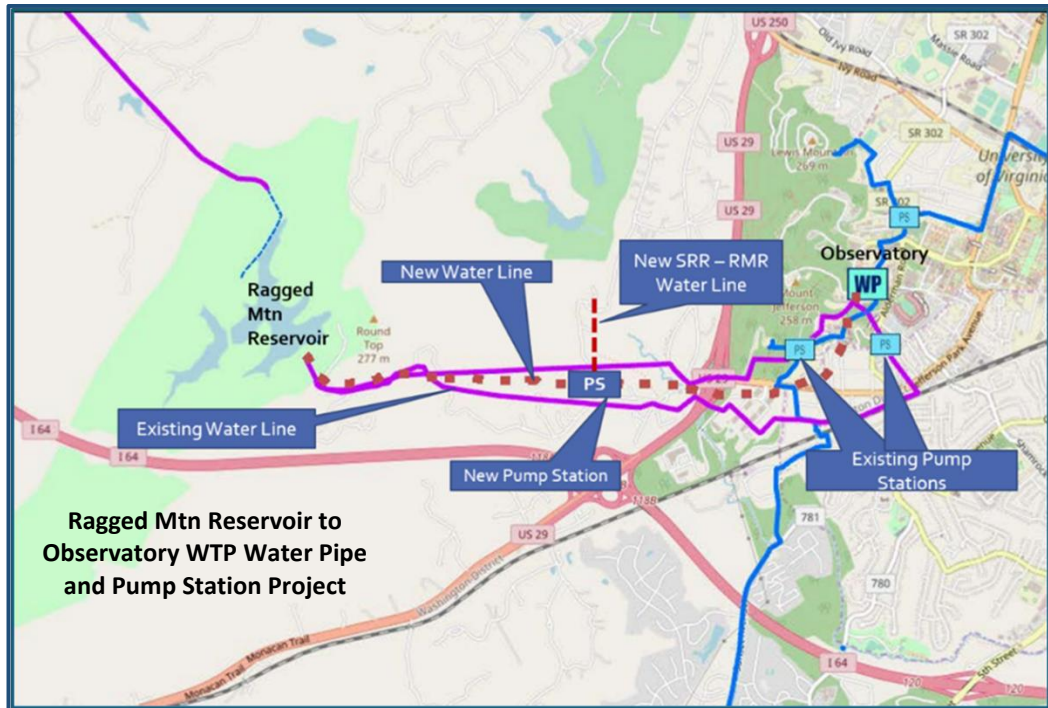
- A general overview of significant current and future drinking water, wastewater and solid waste Capital Improvement Projects is provided below. Cost allocations between the Charlottesville Department of Utilities (Utility funds) and the Albemarle County Service Authority (ACSA), are identified for each water and sewer project, while general funds from the City and County are indicated for any solid waste (refuse and recycling) projects. Several of these generational projects are part of the community’s Water Supply Plan established in 2012 to increase the capacity of our largest drinking water reservoir, as shown by the map below.



**Construction is underway on the following major projects:**

a. Water Pipe and Pump Stations Replacement, Ragged Mtn Reservoir to Observatory Water Treatment Plant

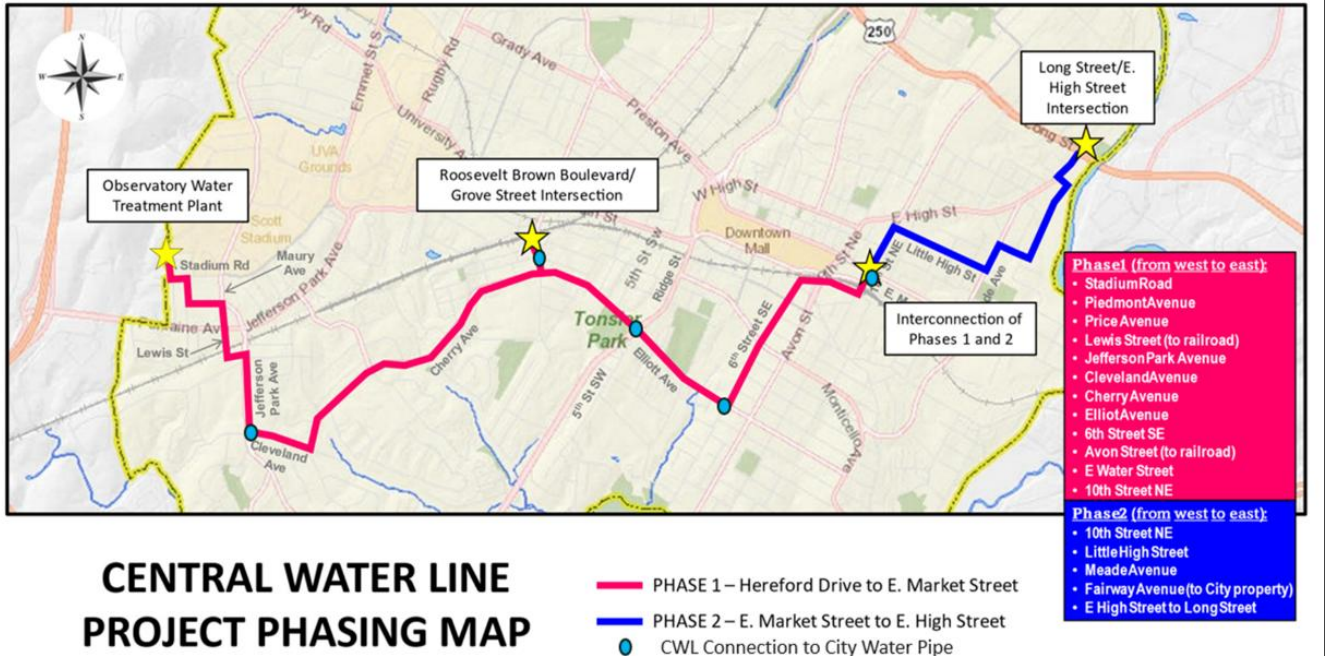
- Scope: Replace two water pipes and two water pumping stations with four miles of 36” ductile iron piping and one new water pumping station to convey untreated water from the Ragged Mtn Reservoir to the Observatory WTP. The existing facilities have reached the end of their service lives and require replacement to reliably provide untreated water to the recently upgraded Observatory WTP.
- Completion: February 2025 – June 2029
- Cost: \$62 million: 52% ACSA / 48% City Utilities



b. Urban Area “Central Water Line”

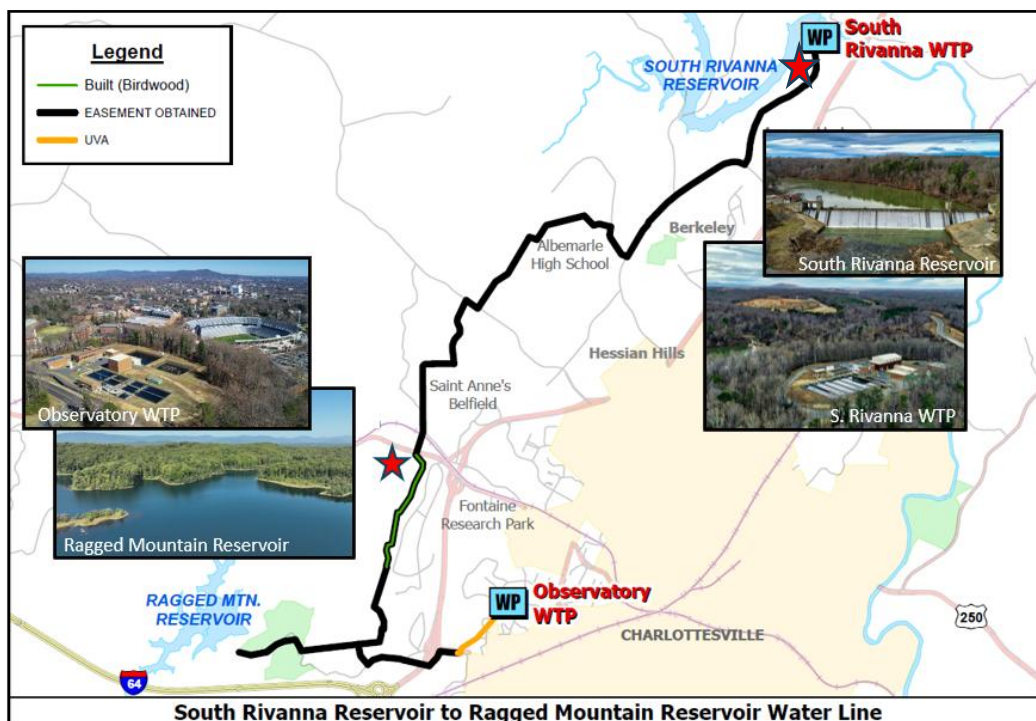
- Scope: Provide large diameter piping (24” and 36” ductile iron) to more effectively distribute drinking water for the benefit of City and County residents and businesses. This five-mile-long piping project with two railroad crossings will extend from the Stadium Road area to the Long Street bridge near Pantops. The project will be completed in two concurrent phases of work, as shown by the map below, due to underground conflicts in E. High Street which delayed design of the piping in that area. Pipe installation is currently being completed under the railroad track and in Jefferson Park Ave. Information meetings are being held with communities along the alignment as construction approaches those areas.
- Completion: November 2025 – December 2029
- Cost: \$79 million: 52% ACSA / 48% City Utilities

# Central Water Line Project



## c. South Rivanna Reservoir to Ragged Mountain Reservoir Pipe and Pump Station

- Scope: Construct a 6.5 mile long, large diameter pipe (36” ductile iron) and pump station to transfer untreated water between the South Rivanna and Ragged Mtn Reservoirs, as required by the community’s drinking water supply plan. The new pipe will connect to an existing pipe near Birdwood GC and Rt. 250W. A new pump station and raw water intake structure will be completed at the South Rivanna Reservoir. This infrastructure will increase water storage capacity of the Ragged Mtn Reservoir from 1.4 to 2.1 billion gallons.
- Completion: March 2026 – December 2030
- Cost: \$107 million: 80% ACSA / 20% City Utilities



d. Ragged Mtn Reservoir Water Level Increase

- Scope: Clearing of vegetation around the reservoir and minor modifications to the intake tower to increase the normal pool level 12 feet and provide 700 million gallons of additional water storage capacity in the reservoir.

The height of the dam will not be increased as it was built to the maximum elevation when constructed in 2014. The trails around the reservoir were also constructed above the maximum water elevation in 2014 and will not be significantly impacted by the project. Sections of the park and trails will be closed while trees and vegetation near the trails are being cleared. Upon completion of the vegetation clearing, water will be transferred to Ragged Mtn from Sugar Hollow Reservoir when there is 30 million gallons per day or more spilling out of Sugar Hollow Reservoir until the new pipeline from S. Rivanna Reservoir is completed. A project information meeting was held in August 2025 with neighbors along Reservoir Road and others from the community.

- Completion: September 2025 - December 2026
- Cost: \$13 million: 80% ACSA / 20% City Utilities

e. South Rivanna River Crossing

- Scope: Provide a second pipe (24" diameter; 1200 feet long) to convey treated drinking water under the river using trenchless technology. The second pipe will provide a redundant water supply and increase capacity to serve the northern area of the Urban Water System.

- Completion: January 2025 – January 2027
- Cost: \$6.5 million: 100% ACSA

f. Red Hill Water Treatment Plant Upgrade

- Scope: Provide additional building space to house additional water treatment equipment including a granular activated carbon filter.

- Completion: January 2025 – June 2027
- Cost: \$2 million: 100% ACSA, with partial grant from County

g. Baling Facility, Ivy Solid Waste and Recycling Center

- Scope: Replace the existing recycling materials baling facility which is located on leased property and has exceeded its service life. The new facility will include equipment to compress cardboard, mixed paper, and plastic products into separate bales before shipment to a receiving vendor.

- Completion: May 2025 – July 2026
- Cost: \$6.4 million: 70% Albemarle County / 30% City

h. Moore's Creek Administration Building Renovation and Addition

- Scope: Renovate the existing administration building constructed in the 1980's, including improvements to the Laboratory and Information Technology spaces. The project also includes a building addition to provide spaces for a community education area and staff currently housed in temporary trailers, as well as future staffing.

- Completion: August 2025 – December 2027
- Cost: \$28 million: 52% ACSA / 48% City Utilities

- i. Moore's Creek Structural and Concrete Rehabilitation
  - Scope: Repair of concrete basins and wastewater treatment facilities constructed in the late 1970's.
  - Completion: May 2025 – May 2027
  - Cost: \$15.5 million: 52% ACSA / 48% City Utilities
  
- j. Moore's Creek Upfits and Gravity Thickener Improvements
  - Scope: Renovate the Maintenance and Operations buildings and repair the sludge gravity thickener system and secondary clarifier influent valves.
  - Completion: May 2025 – May 2027
  - Cost: \$11.8 million: 52% ACSA / 48% City Utilities
  
- k. Crozet Wastewater Pump Stations Rehabilitation
  - Scope: Replace pumps, valves, and electrical gear in four pump stations constructed in the 1980's which convey wastewater from Crozet to the Moore's Creek Treatment Plant.
  - Completion: April 2026 – July 2027
  - Cost: \$12.3 million: 100% ACSA
  
- l. Crozet Water Treatment Plant GAC Expansion
  - Scope: Provide additional building space and equipment to increase the water treatment capacity of the granular activated carbon filter system from 1 to 2.7 million gallons per day.
  - Completion: March 2026 – May 2028
  - Budget: \$12 million: 100% ACSA with \$7 M VDH grant

**Construction will begin in 2026 for the following major projects:**

- m. Glenmore Wastewater Treatment Plant Repairs
  - Scope: Replace treatment equipment which has reached the end of its service life.
  - Completion: June 2026 – August 2027
  - Budget: \$2 million: 100% ACSA
  
- n. Beaver Creek Pump Station and Piping Improvements
  - Scope: Replace the water pump station and piping which convey untreated water from the reservoir to the Crozet Water Treatment Plant.
  - Completion: September 2026 – June 2029
  - Cost: \$39 million: 100% ACSA

**Construction is anticipated in 2027 - 2030 for the following major projects:**

**o. Upper Schenks Branch Wastewater Piping Replacement, Phase II**

- Scope: Replace sewer piping installed in the mid 1950's to increase system capacity in conjunction with the City's sewer upgrade program. The new piping will be located along McIntire Road between the McIntire Recycling Center and Preston Avenue.

- Completion: TBD
- Cost: \$10 - 15 million: 100% City Utilities

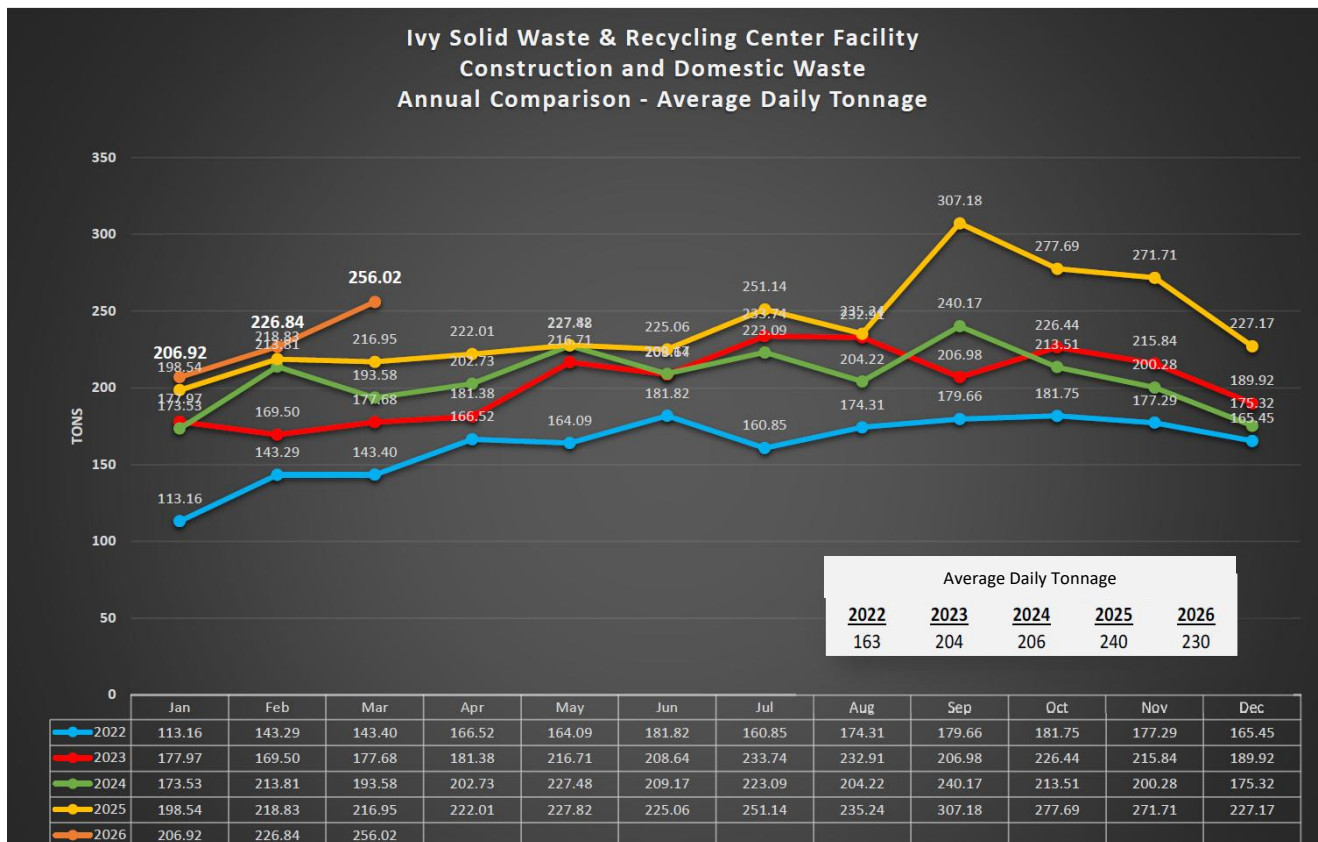
**p. Beaver Creek Reservoir Dam and Spillway Modifications**

- Scope: Replace the spillway to increase the volume of water the spillway can release from the reservoir to protect the dam.

- Completion: January 2029 – June 2031
- Cost: \$34 million: 100% ACSA with partial federal grant

**5. Transfers from the Ivy Solid Waste and Recycling Center:**

Average daily refuse volume at the Ivy Transfer Station has increased from 143 tons per day in March 2022 to 256 tons per day in March 2026, as shown below. Our contract hauler is driving about 15 trailer loads of refuse to Henrico County for disposal each day, Monday – Friday.



6. RSWA Special Collection Days

The Ivy SWRC will host Spring Special Collections on the following dates in April and May:



**Spring 2026 Special Collection Days**  
**at Ivy Solid Waste & Recycling Center**  
4576 Dick Woods Road, Charlottesville  
for Albemarle County & Charlottesville Residents

**Household Hazardous Waste**  
Friday, April 17<sup>th</sup> 9am – 3pm  
Saturday, April 18<sup>th</sup> 9am – 3pm

**Special Collection Days**  
Saturday, April 25<sup>th</sup> 8:30am – 4pm  
**Furniture/Mattresses**

Saturday, May 2<sup>nd</sup> 8:30am – 4pm  
**Household Appliances**

Saturday, May 9<sup>th</sup> 8:30am – 4pm  
**Tires**

More information: [www.rivannasolidwaste.org/events](http://www.rivannasolidwaste.org/events)

Brought to you by the County of Albemarle, City of Charlottesville, and RSWA  
*Working to Protect and Improve Our Environment!*

Please let me know if you have any questions.

Sincerely,



William I. Mawyer, Jr., P.E.  
Executive Director

cc: RSWA Board of Directors  
RWSA Board of Directors