



CITY COUNCIL AGENDA June 3, 2024

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

4:00 PM OPENING SESSION

This is an in-person meeting with an option for the public to participate electronically by registering in advance for the Zoom webinar at www.charlottesville.gov/zoom. The meeting may also be viewed on the City's streaming platforms and local government Channel 10. Individuals with disabilities who require assistance or special arrangements to participate in the public meeting may call (434) 970-3182 or submit a request via email to ada@charlottesville.gov. The City of Charlottesville requests that you provide a 48-hour notice so that proper arrangements may be made.

Call to Order/Roll Call

Agenda Approval

Reports

1. Report: Human Rights Commission Annual Report
2. Report: Charlottesville Area Transit Strategic Plan

5:30 PM CLOSED MEETING (if called)

6:30 PM BUSINESS SESSION

Moment of Silence

Announcements

Recognitions/Proclamations

- Recognition: H.E.R. Sports
- Proclamation: Gun Violence Awareness Day
- Proclamation: Men's Health Month
- Proclamation: Pride Month

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.

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.

3. Minutes: May 16-18 site visit to Champaign-Urbana, Illinois
4. Resolution: Approving the 2024-25 Annual Action Plan for CDBG and HOME Programs and appropriation of associated CDBG funds (approximately \$438,617) and associated HOME funds (approximately \$83,016) (2nd reading)
 - a. Resolution: Resolution approving the City of Charlottesville Annual Action Plan for the program year 2024-25 CDBG and HOME programs
 - b. Resolution: Resolution appropriating Community Development Block Grant funds to be received from the U.S. Department of Housing and Urban Development in support of the program year 2024-25 Annual Action Plan, in the approximate amount of \$438,617
 - c. Resolution: Resolution appropriating HOME Investment Partnership Program funds to be received from the U.S. Department of Housing and Urban

Development in support of the program year 2024-25 Annual Action Plan, in the approximate amount of \$83,016

5. Resolution: Resolutions to appropriate \$130,713 from the 2024 City Climate Protection Program – Program Support Grant with LEAP (1 of 2 readings)
 - a. Resolution: Resolution to reallocate 2024 Climate Protection Program Support Grant funding
 - b. Resolution: Resolution to authorize City Manager's signature for the Memorandum of Understanding (MOU) between the City and the Local Energy Alliance Program (LEAP) for grant funds to support the Climate Protection Program and promote energy performance improvements
6. Resolution: Resolution to appropriate \$172,182 from the Virginia Department of Social Services to serve clients who are receiving auxiliary grants, adoption assistance, and independent living services (1 of 2 readings)
7. Resolution: Resolution considering a Sidewalk Waiver Request for the MACAA Planned Unit Development
8. Resolution: Resolution appropriating \$7,988 received from the Virginia Department of Social Services for the Percentage of Income Payment Program (1 of 2 readings)
9. Resolution: Resolution to reallocate Tax and Rent Relief Budgets
10. Resolution: Resolution to transfer \$9,064,654 to the City's Retirement Fund (1 of 2 readings)
11. Resolution: Resolution appropriating \$45,567 from the Virginia Department of Social Services to use for overtime for Medicaid unwinding (1 of 2 readings)
12. Resolution: Resolution to appropriate \$10,000 for The Tonsler League (1 of 2 readings)

City Manager Report

- Report: City Manager Report

Action Items

13. Public Hearing/Ord.: Public hearing and Ordinance to amend and reordain Chapter 31 (Utilities) of the Code of the City of Charlottesville, 1990, as amended, to establish new utility rates and service fees for City gas, water and sanitary sewer (1 of 2 readings)
14. Public Hearing/Ord.: Public hearing and ordinance to amend and reordain Chapter 31 (Utilities) of the Code of the City of Charlottesville, 1990, as amended, to establish a connection fee for new gas service (1 of 2 readings)
15. Public Hearing/Res.: Public hearing and resolution to reprogram prior year CDBG funds to support ADA accessibility enhancements at a community playground, Minor Budget Amendment of approximately \$46,000 (1 of 2 readings)
16. Ordinance: Ordinance authorizing a Forgivable Loan to Piedmont Housing Alliance to support redevelopment of Kindewood/Friendship Court Phase 2 for the purpose of producing new housing for low and moderate income persons (1 of 2 readings)
17. Resolution: Resolution authorizing an amendment to the Performance Agreement to support Friendship Court Phase 1 redevelopment efforts
18. Resolution: Resolution authorizing a Performance Agreement to support Friendship Court Phase 2 redevelopment efforts

- 19. Ordinance: Ordinance to create and enact Level 3 Communications Franchise Agreement (1 of 2 readings)
- 20. Ordinance: Ordinance to create and enact Crown Castle Franchise Agreement (1 of 2 readings)
- 21. Ordinance: Ordinance to create and enact Brightspeed Franchise Agreement (1 of 2 readings)

General Business

Community Matters (2)

Adjournment

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



Agenda Date: June 3, 2024

Action Required:

Presenter: Ernest Chambers, Todd Niemeier, Director of Human Rights

Staff Contacts: Todd Niemeier, Director of Human Rights

Title: Human Rights Commission Annual Report

Background

Per the Charlottesville Human Rights Ordinance, Code of the City of Charlottesville, Chapter 2, Article XV, Sec. 2-432.(i), the Commission shall make quarterly reports to the City Council concerning the operation of the Commission and the status of the Commission's performance of the duties, responsibilities and roles set forth within the this article. One of the required quarterly reports shall be an annual report.

Discussion

Alignment with City Council's Vision and Strategic Plan

This report summarizes the work done by the City of Charlottesville Human Rights Commission (HRC) and Office of Human Rights (OHR) during the 2023 Calendar Year (CY2023).

Community Engagement

This report was presented to the Human Rights Commission in its agenda packet for its annual planning meeting on March 9, 2024. The HRC annual planning meeting was open to the public and the agenda packet remains available to the public. The annual report is also posted on the Human Rights webpage on the City website.

Budgetary Impact

This report proposes no new budgetary impacts.

Recommendation

Staff recommends that Council continue to support and fully fund the HRC and OHR to fulfill the obligations set forth in the Charlottesville Human Rights Ordinance.

Alternatives

Continued support of the HRC and OHR is required to fulfill the obligations set forth in the Charlottesville Human Rights Ordinance.

Attachments

None

2023 ANNUAL REPORT

Office of Human Rights and Human Rights Commission
City of Charlottesville



Table of Contents

<u>Section</u>	<u>Title</u>	<u>Page</u>
1.	Introduction	2
1.1.	Report Structure	3
1.2.	HRC Overview	4
1.3.	OHR Overview	5
2.	Charlottesville Human Rights Ordinance Sec. 2-433.(a) – Individual Assistance	6
2.1.	Sec. 2-433. (a) HRC Actions	6
2.2.	Sec. 2-433. (a) OHR Actions	6
2.2.1.	Total Incoming Contacts	7
2.2.2.	Total Inquiries and Complaints by Location	10
2.2.3.	Total Inquiries and Complaints by Protected Activity	11
2.2.4.	Total Combined Inquiries and Complaints by Protected Class	12
2.2.5	Total Complaints by Protected Activity and Protected Class	13
2.2.6	Services Provided Through Individual Contacts	14
2.2.7.	Navigation & Advocacy	15
2.2.8.	Referrals to Other Services	17
2.2.9.	Status of Complain Cases During the Calendar Year	20
3.	Charlottesville Human Rights Ordinance Sec. 2-433. (b) – Awareness and Guidance	23
3.1.	Sec. 2-433. (b) HRC Actions	23
3.2.	Sec. 2-433. (b) OHR Actions	25
3.2.1.	OHR Community Outreach Activities by Outreach Type	26
3.2.2.	Collaborative Activities and Engaged Partner Agencies	27
4.	Charlottesville Human Rights Ordinance Sec. 2-433. (c) – City Policies	29
5.	Charlottesville Human Rights Ordinance Sec. 2-433. (d) – Federal Workshares	32
5.1.	Sec. 2-433. (d) HRC Actions	32
5.2.	Sec. 2-433. (d) OHR Actions	32
6.	Charlottesville Human Rights Ordinance Sec. 2-433. (e) – Legislative Program	35
7.	Charlottesville Human Rights Ordinance Sec. 2-433. (f) – Commission Policies	37
8.	Conclusions and Recommendations	38
9.	Attachments	41
9.1.	OHR CY20203 Data Dictionary	41
9.2.	OHR CY2023 Individual Service Data	48
9.3.	OHR CY2023 Community Outreach Data	55

1. Introduction

This report will present the goals and strategies identified by the Human Rights Commission and show how the actions taken by the Human Rights Commission and Office of Human Rights in CY2023 align with the roles and responsibilities specified in the Charlottesville Human Rights Ordinance (Code of the City of Charlottesville Chapter 2, Article XV).

The Charlottesville Human Rights Commission (HRC) in partnership with the Office of Human Rights (OHR) acts as a strong advocate for justice and equal opportunity by providing citywide leadership and guidance in the area of civil rights. The Charlottesville Human Rights Ordinance (CHRO) outlines the roles, duties, and responsibilities of the HRC and the OHR. Per Sec. 2-433 of the CHRO, following the passage of the amended Ordinance on November 21, 2022, it is the role of the HRC and OHR to:

- a) Assist individuals who believe they are the victim of an act of unlawful discrimination within the jurisdiction of the City;*
- b) Collaborate with the public and private sectors for the purpose of providing awareness, education, and guidance on methods to prevent and eliminate discrimination citywide;*
- c) Identify and review policies and practices of the City of Charlottesville and its boards, commissions, and other public agencies within the City and advise those bodies on issues related to human rights;*
- d) Seek a Fair Employment Practices Agency (FEPA) workshare agreement with the Equal Employment Opportunity Commission (EEOC) and a Fair Housing Assistance Program (FHAP) workshare agreement with the Department of Housing and Urban Development (HUD) to conduct investigations of employment and housing discrimination on their behalf and enter into such agreement(s) subject to approval of City Council upon a finding that the agreement(s) would be in the best interest of the City;*
- e) Make recommendations regarding the City's annual legislative program, with an emphasis on enabling legislation that may be needed to implement programs and policies that will address discrimination; and*
- f) Prepare recommendations to City Council as to policies and procedures the Commission believes are necessary for the performance of the roles, duties and responsibilities assigned to the Commission within this article, and for modifications of operating procedures approved by City Council.*

As required by Sec. 2-441 of the CHRO, the following report provides details of the work of the HRC and OHR during calendar year 2023 (CY2023).

1.1. Report Structure

This report is organized into sections following each role of the Human Rights Commission as listed in Sec. 2-433. (a-f) of the CHRO. Some sections will feature work from both the HRC and OHR, while other sections will feature the work of only one entity. The CHRO was last amended on November 21, 2022, and this report will follow this amended version.

Report section 8. *Conclusions and Recommendations* includes a review of the key data presented in the body of the report along with an analysis of any observed trends in the data and how those trends may impact the work of the HRC and OHR.

The HRC and OHR are committed to improving accessibility to information about their work. This report has been made accessible for people who are visually impaired, and it uses plain language as often as possible to ensure its contents are understandable. Alternative text is included for graphs, charts, and some tables that may not be accessible for those who are visually impaired. Upon request, the OHR can provide additional information or clarification for graphics that are not accessible. Technical terms used in this report are defined in attachment **9.1. OHR CY2023 OHR Data Dictionary**.

City Councilors and members of the public are encouraged to contact OHR staff with any questions about the contents of the report or for more information about the services provided by the HRC and OHR

Staff Contact: Todd Niemeier, Director, Human Rights Commission

Phone: 434-970-3023

Email: niemeier@charlottesville.gov

OHR Webpage: www.charlottesville.gov/665/Human-Rights

HRC Webpage: www.charlottesville.gov/963/Human-Rights-Commission

1.2. HRC Overview

In January 2023, the HRC re-elected Jessica Harris as Chair and Ernest Chambers as Vice Chair. Commissioners held their annual planning meeting on March 16, 2023, during which they identified the main focus area of equitable and affordable housing. The Commission formalized specific housing annual focuses, outlined below, in Resolution A23-1 passed on June 15, 2023:

- Work toward ensuring much more decent and affordable housing for all;
- Advocate to City Council to enact policies that will put into practice each of the above recommendations, including preserving and increasing Charlottesville's racial diversity, housing equity, and affordable housing;
- Work to undo historic racial inequities in housing, particularly those that were codified as official policies. These will include seeking reparations for those harmed by policies and their descendants, including the destruction of the Vinegar Hill;
- Work to enact policies to preserve and increase Black housing ownership in the City;
- Work to undo racial discrimination codified in our zoning with a focus on the creation of substantially more housing, with an emphasis on affordable housing, such as work to support the rezoning efforts underway in the City;
- Consider intersectionality, recognizing that people with disabilities, women, and other groups face particular barriers to accessing and preserving decent and safe housing;
- Work to enact policies to protect tenants, including to protect against unjust evictions and to ensure that all housing is decent and safe for human habitation.

The focus areas were summarized into the following to be referenced throughout this report when they align with the actions taken by the HRC in 2023:

1. Decent and affordable housing
2. Policies that preserve diversity, equity, and affordability in housing
3. Policies that undo historic racial inequities in housing
4. Policies that preserve and increase Black home ownership
5. Zoning that emphasizes more affordable housing

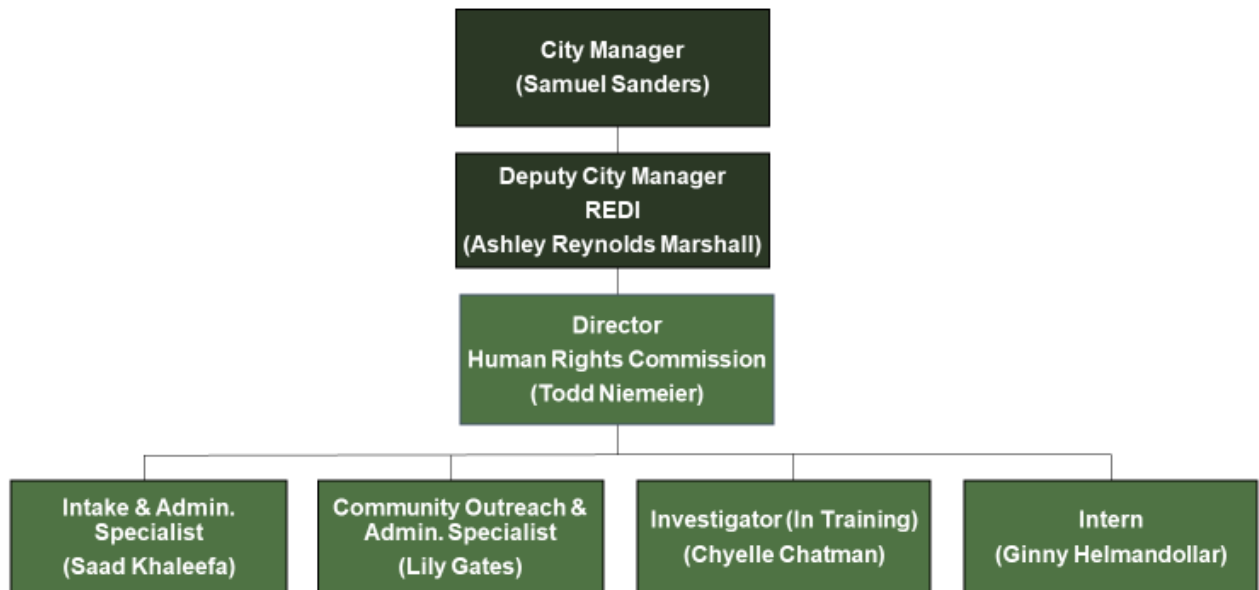
The Commission decided early in the year to look closely at the work of local housing-focused organizations as a means of better understanding the landscape of housing-related advocacy. Commissioners concluded that their platform as an advisory board to City Council could be best used by amplifying messages and advocacy points of other groups than aligned with the values and mission of the Commission.

1.3. OHR Overview

CY2023 was a time of significant change for the OHR. It was the first full year for the office in the new location at 507 East Main Street, sharing space with the Downtown Job Center and Home to Hope programs under the Office of Social Equity (formerly the Office of Equity and Inclusion). The OHR filled two newly created positions and one vacated position in 2023. The resulting organizational structure now mirrors that of other municipal offices in Virginia with similar human and civil rights enforcement authority, marking the first time since the creation of the OHR in 2013 that the office has full staff capacity.

The OHR made several key hires in CY2023. Saad Khaleefa was hired as the Intake & Administrative Specialist on April 10, 2023. Saad serves as the first point of contact for all incoming visitors and phone calls for the office and manages the complaint intake system. He brings a strong customer service background to the OHR. On October 13, 2023, Victoria McCullough stepped down from Community Outreach & Administrative Specialist position, and on October 16, 2023, long-time OHR Intern Lily Gates assumed the role. Lily brings to her new position over two years of experience supporting all aspects of the OHR's work. The OHR established an Investigator (In Training) position and training program to create a pathway for interested individuals to become human rights investigators through on-the-job training. On December 11, 2023, Chyelle Chatman was hired as the Investigator (In Training). Chyelle's background as a former ADA Coordinator serves as an excellent platform for her work as an investigator at the OHR. Ginny Helmandollar continues to serve as OHR Intern, and Todd Niemeier remains as Director.

The chart below shows the organizational structure of the OHR at the conclusion of CY2023:



2. Individual Assistance

Charlottesville Human Rights Ordinance Sec. 2-433. (a)

Assist individuals who believe they are the victim of an act of unlawful discrimination within the jurisdiction of the City.

2.1. Sec. 2-433. (a) HRC Actions

When considering individual complaints of discrimination, the HRC's primary role is to hold public hearings, as explained in *Sec. 2-439.1. Enforcement Authority – The Role of the Commission*. Only one complaint has required the HRC to hold a public hearing since the HRC was created in 2013. The HRC held no public hearings during CY2023.

2.2. Sec. 2-433. (a) OHR Actions

Most activities involving individual assistance rest with the OHR under *Sec. 2-437. Duties and responsibilities – Investigation of individual complaints and issuance of findings*. Individual service provision remains the primary function of the OHR. The following data is an overview of trends in service provision to individuals. Since 2018, the OHR has used a consistent data collection process and classification system with only minor adjustments. Any referenced data prior to 2018 has been reanalyzed and redistributed into current categories for ease of comparison. Attachment **9.2. OHR CY2023 Individual Service Data** provides detailed individual service data by month.

2.2.1. Total Incoming Contacts

During CY2023, the Office received an average of 8 incoming contacts per day and served a total of 288 unique individuals. The OHR received the following number of incoming contact types:

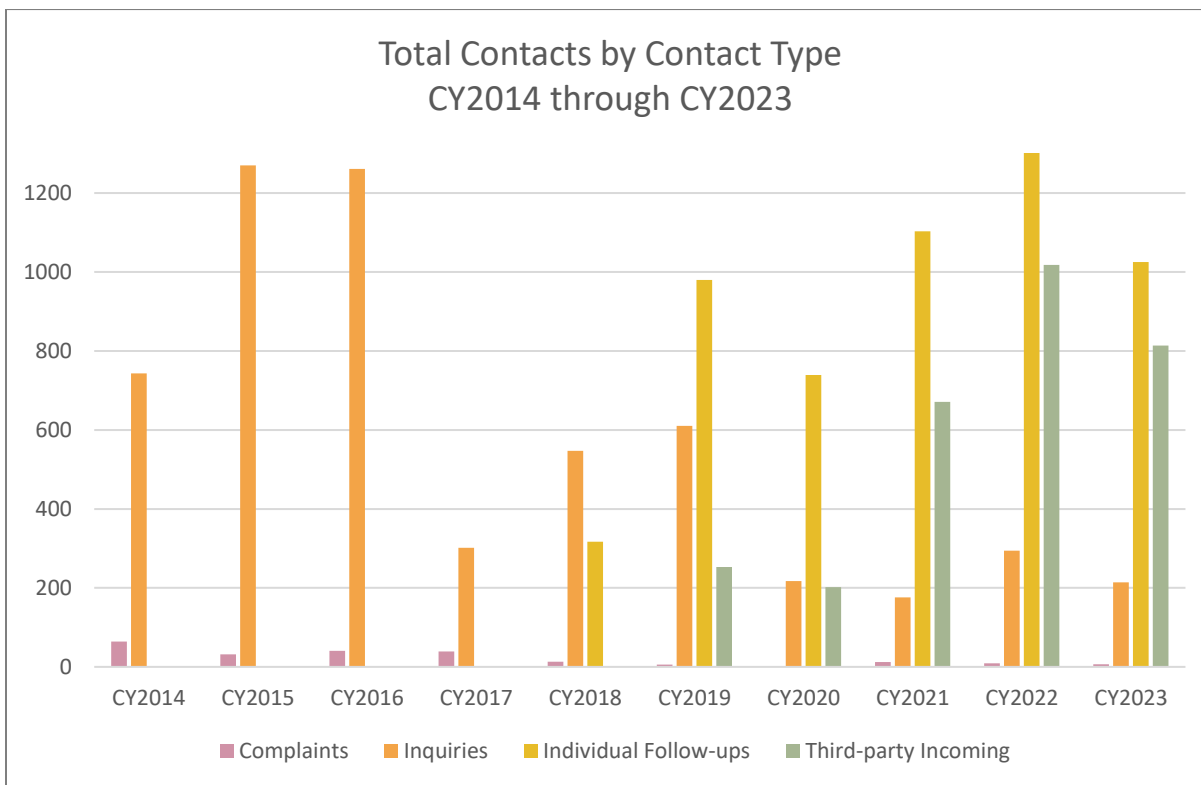
Contact Type	Total Number
Complaint	7
Inquiry	214
Client Follow-up	1,025
Third Party Incoming	814
<i>Total Incoming Contacts</i>	<i>2,060</i>

When comparing the total number of incoming contacts for 2023 to previous years, it is significant to note that CY2023 received 1,193 (37%) fewer total incoming contacts than the previous year, which may be due to an intentional mid-year shift in Office service provision to prioritize processing jurisdictional complaints of unlawful discrimination and minimize work related to navigation and advocacy. Despite this shift, the number of incoming contacts received in CY2023 still exceeded all previous individual years except for CY2022.

Year	Total Incoming Contacts
2014	107
2015	752
2016	1,302
2017	1,316
2018	696
2019	1,849
2020	1,159
2021	1,962
2022	3,253
2023	2,060

From 2018 to 2022, the OHR used the additional contact type of **general contacts**. In 2023, all general contacts were counted as inquiries, as the distinction between a general contact and an inquiry was subtle and eliminating the general contact category made data collection more streamlined and logical. To allow for more accurate comparison with the new categorization measures this year, total general contacts from 2018 to 2022 were added to each respective year's inquiries for the data presented in the chart below. For the data presented in sections 2.2.2. *Total Inquiries and Complaints by Location*, 2.2.3. *Total Inquiries and Complaints by Protected Activity*, and 2.2.4. *Total Inquiries and Complaints by Protected Class* General Contacts were not included in the Inquiry count for years prior to CY2023 because locality, protected activity, and protected class data were not collected for general contacts.

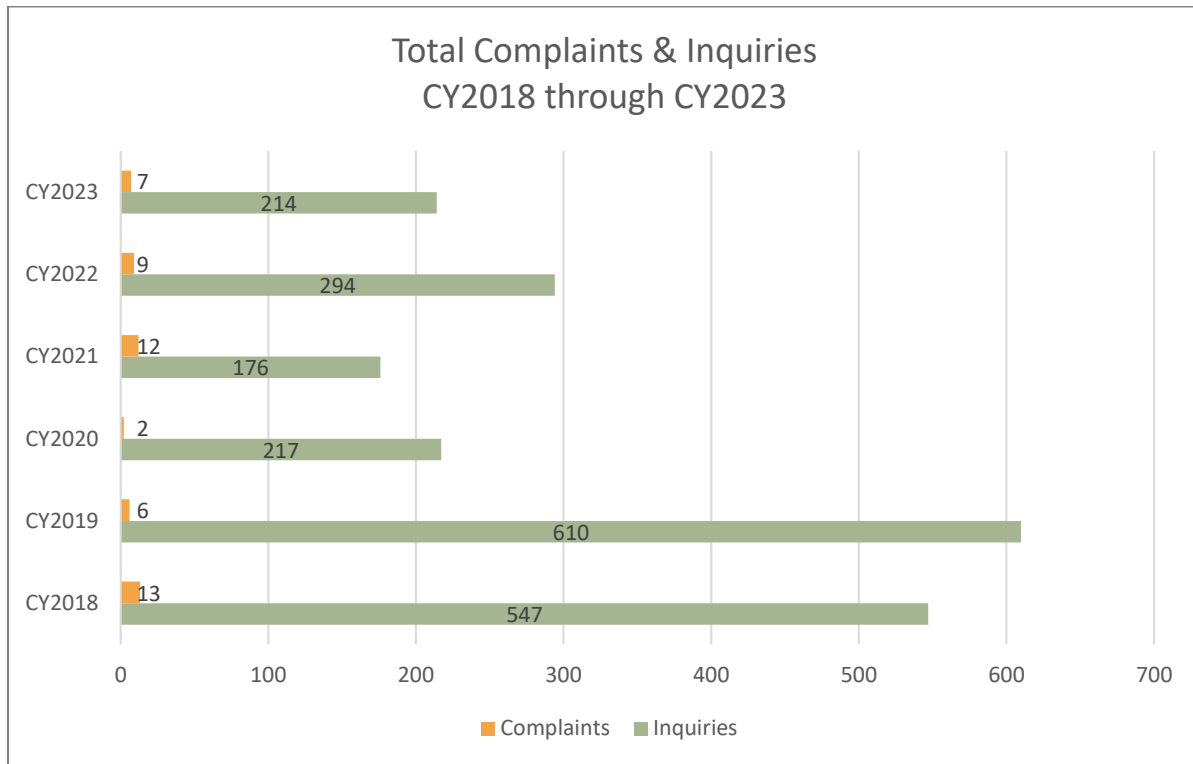
The chart below shows total contacts by type from CY2014 through CY2023:



It is important to note the difference between a **complaint** and an **inquiry**. A **complaint** is an incoming contact in which an individual wishes to pursue action regarding an allegation of discrimination that falls within the jurisdiction of the OHR, as defined by the CHRO. An **inquiry** is an incoming contact involving services provided to an individual by the OHR *and/or* an individual allegation of discrimination that falls outside the jurisdiction of the OHR, as defined by the CHRO. The attachment **9.1. OHR CY2023 OHR Data Dictionary** provides detailed definitions for all contact types.

Prior to CY2023, inquiries that evolved into complaints were reclassified in OHR records as complaints. These contacts were therefore combined and only counted once as complaints. In CY2023, the OHR stopped reclassifying inquiries when a contact evolves into a complaint, so the initial contact remains counted as an inquiry, and a new, separate contact is logged as a complaint. This means that the total count of inquiries will be higher by a number equal to the total number of complaints received for the year.

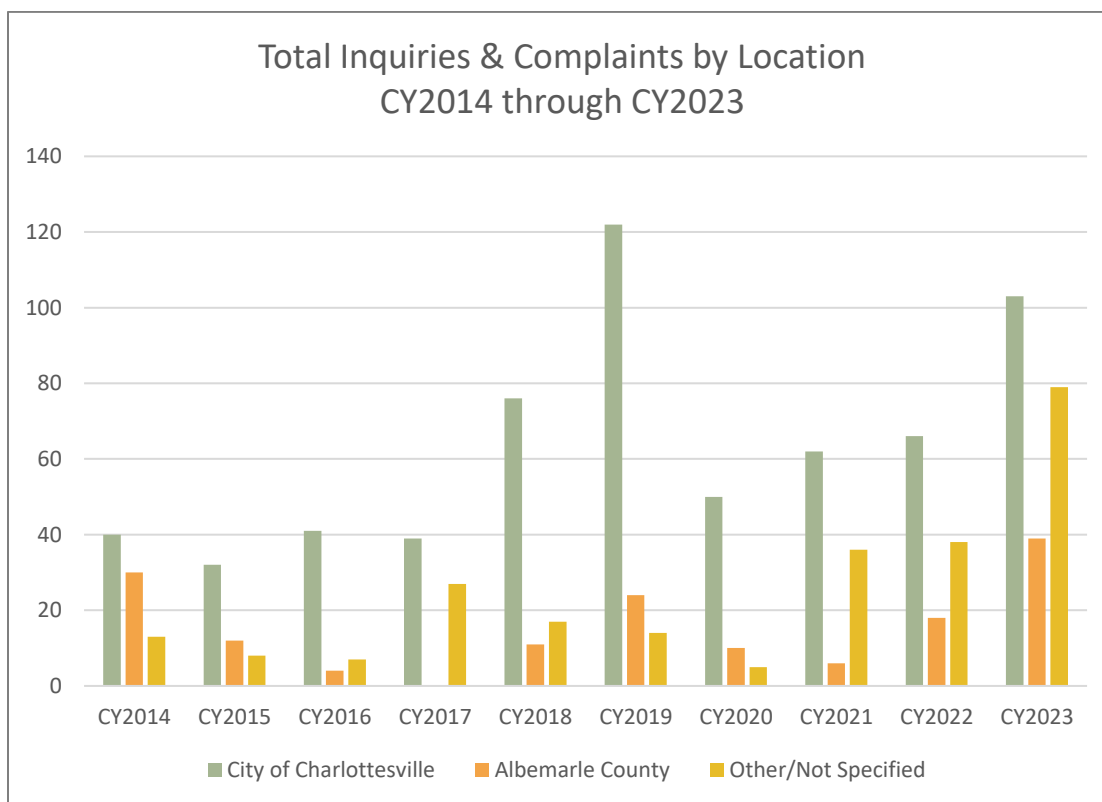
The chart below isolates the number of inquiries and complaints received over the past six years, highlighting that the OHR receives far more inquiries than formal complaints. Note again that general contacts from 2018 to 2022 were included in total Inquiries for each year:



2.2.2. Total Inquiries and Complaints by Location

Despite fluctuations in the volume of inquiries and complaints, most inquiries and complaints received by the OHR over the last ten years involved a concern that occurred in Charlottesville. In CY2023, the OHR received 98 inquiries (46% of 214 total inquiries) and 5 complaints originating in Charlottesville. Note the OHR received two additional complaints that were later determined to be non-jurisdictional, which would typically have been classified as inquiries, but were logged as non-jurisdictional complaints. The CHRO only authorizes the HRC and OHR to process formal complaints of discrimination that originate in Charlottesville. Given that the OHR regularly receives inquiries from Albemarle County and beyond, this may demonstrate an unmet need for services outside of Charlottesville. Inquiries received from localities other than Charlottesville and Albemarle came from many different locations in Virginia including Amherst, Augusta, Cedar Bluff, Chesterfield, Culpepper, Fluvanna, Green, Hanover, Henrico, Martinsville, Orange, Page, Roanoke, Salem, Staunton, Tazewell, and Waynesboro. The OHR also received two inquiries originating in North Carolina.

The OHR refers inquiries for services not covered by the CHRO to the appropriate service provider, when possible, and refers inquiries involving a non-jurisdictional allegation of unlawful discrimination to the appropriate municipal, state, or federal agency. The chart below shows the combined number of inquiries and complaints originating in Charlottesville, Albemarle County, or a different or unspecified locality since CY2014:

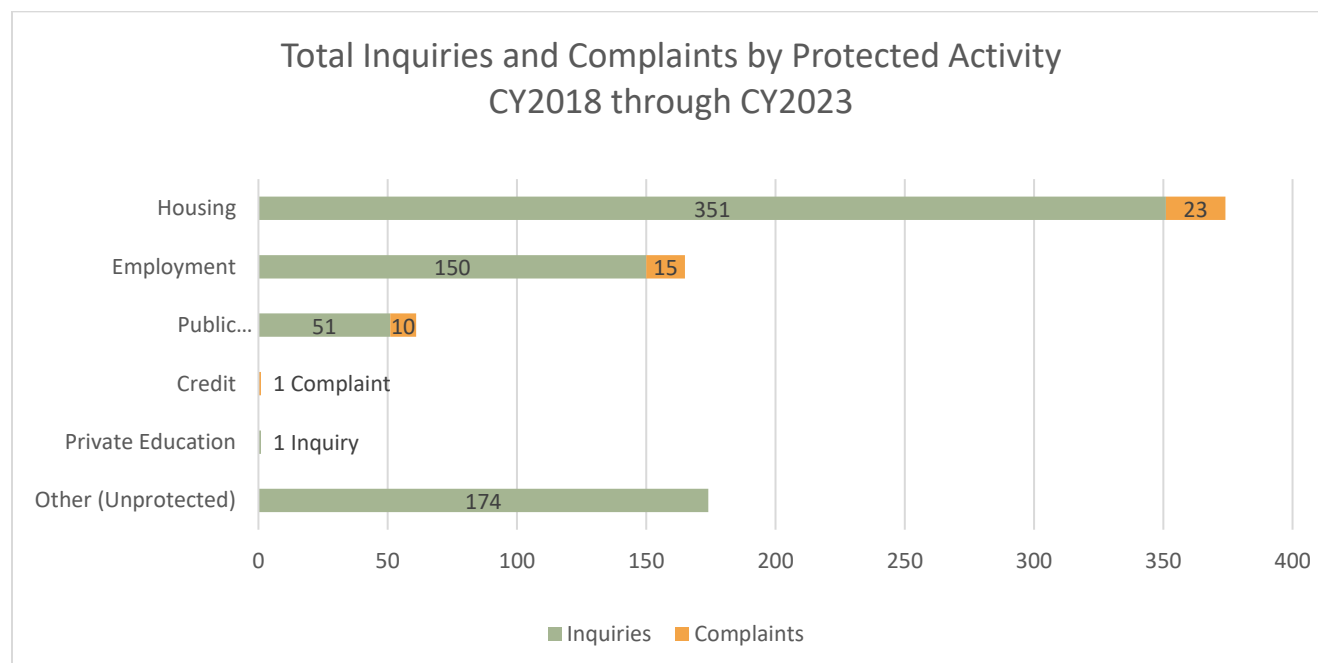


2.2.3. Total Inquiries and Complaints by Protected Activity

In CY2023, the OHR received a total of 214 contacts classified as inquiries and 7 contacts classified as complaints within the protected activities of Housing, Employment, Public Accommodation, Credit, and Private Education. The table below shows the total number of inquiries and complaints by protected activity in CY2023:

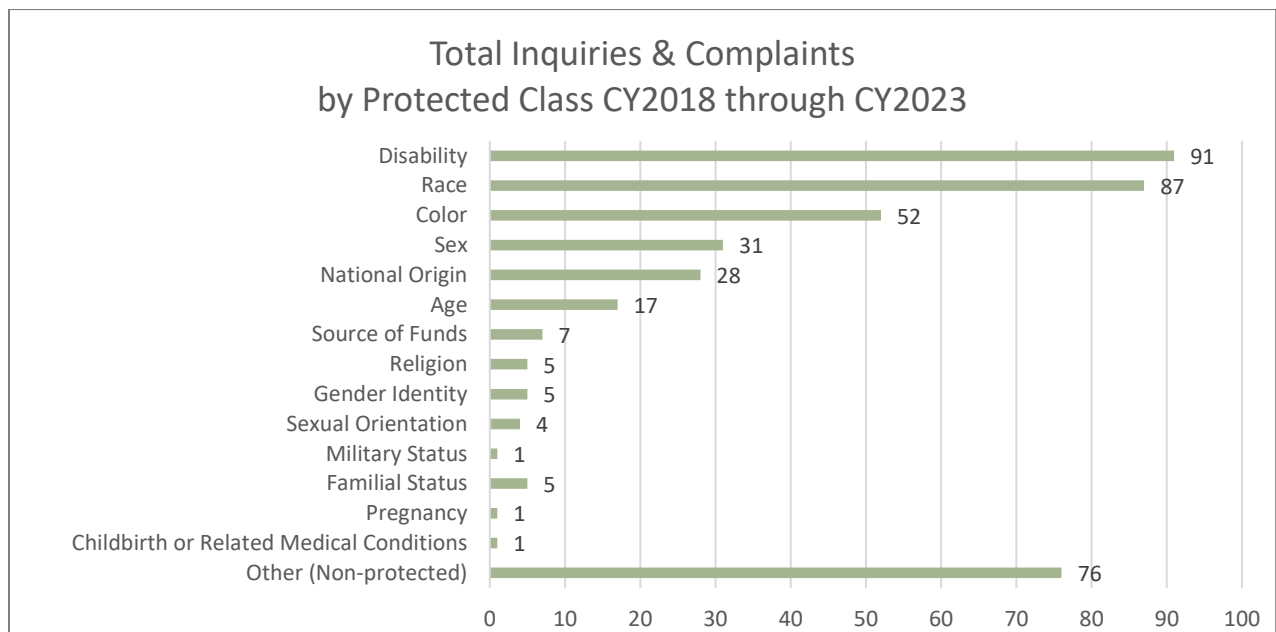
Protected Activity	Total Inquiries	Total Complaints
Housing	71	4
Employment	48	2
Public Accommodation	13	1
Credit	0	0
Private Education	1	0
Other (Unprotected)	81	0

The chart below shows a summary of the protected activities identified in inquiries and complaints received by the OHR from CY2018 through CY2023. Housing is the most often identified protected activity in inquiries and complaints received by the OHR, followed by Employment and Public Accommodation:



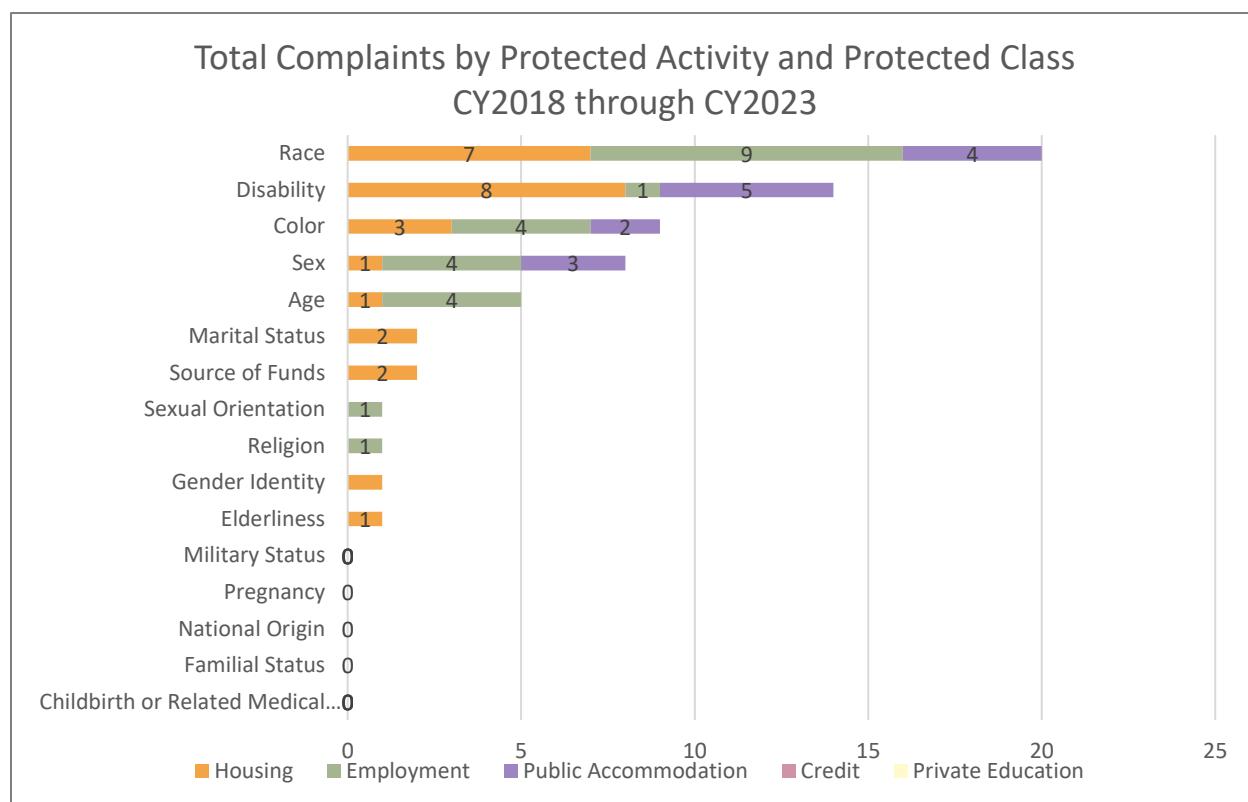
2.2.4. Total Combined Inquiries and Complaints by Protected Class

The chart below shows a summary of the protected classes identified in inquiries and complaints received by the OHR from CY2018 through CY2023. Note that between CY2018 and CY2023, 407 inquiries did not have a specified protected class. As a result, these inquiries are excluded from the chart for easier comparison of identified protected classes. Over the past six years, disability has been the most often identified protected class in inquiries and complaints received by the OHR, followed by race and color.



2.2.5. Total Complaints by Protected Activity and Protected Class

The following chart isolates total complaints broken down by protected activity and protected class. Race is the most often identified protected class in complaints of employment discrimination, and disability is the most often identified protected class in complaints of housing discrimination received by the OHR.



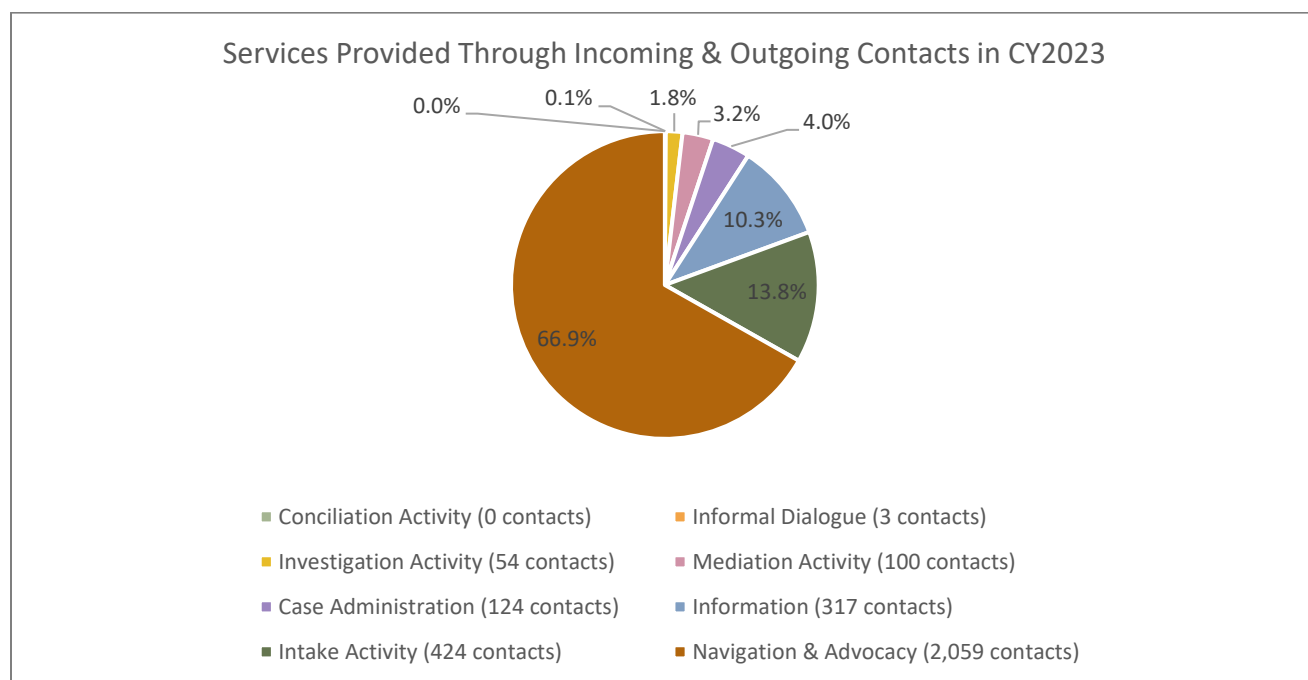
In CY2023, there were 4 cases of housing discrimination, 2 cases of employment discrimination, and 1 case of public accommodation discrimination. For a summary of case statuses in CY2023, please refer to section 2.2.9. *Status of Complaint Cases During the Calendar Year* of this report.

Note that an individual may identify multiple protected classes when filing a complaint, so the total number of identified protected classes is larger than the total number of complaints.

2.2.6. Services Provided Through Individual Contacts

In CY2023, the OHR provided services through 3,081 incoming and outgoing contacts. Contacts during CY2023 were classified by the primary services of Case Administration, Conciliation Activity, Informal Dialogue, Information, Intake Activity, Investigation Activity, Mediation Activity, and Navigation & Advocacy. These classifications are slightly different than in previous years, reflecting further refinement in data collection, changes to the Human Rights Ordinance, and an intentional mid-year shift in focus away from navigation and advocacy and toward activity related to intake and investigations. Community outreach contacts are tracked in a separate system, and community outreach data for CY2023 is examined in Section 3.2. of this report. Definitions for each of the service provision categories can be found in the attachment **9.1. OHR CY2023 Data Dictionary**.

The chart below shows the total number of service contacts by type and percentage of total services provided in CY2023:

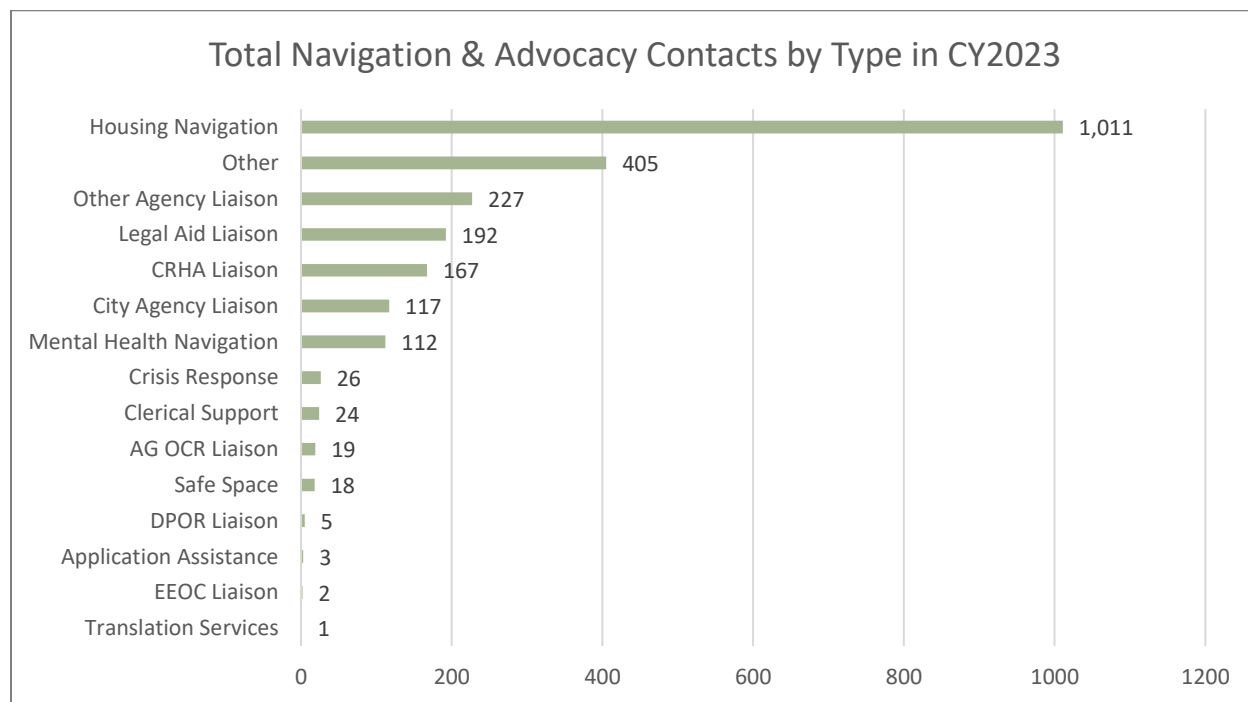


2.2.7. Navigation & Advocacy

First introduced in CY2022, **navigation & advocacy** is a service provision classification that refers to individual service provision which does not involve a jurisdictional complaint of discrimination but may include referrals to other service providers, assistance with accessing services or communicating with other agencies, or clerical support. In CY2023, the OHR classified 2,059 incoming and outgoing contacts as navigation & advocacy, amounting to 67% of the 3,081 incoming and outgoing contacts handled by the OHR that year.

Housing navigation was the most common type of navigation & advocacy service provided in CY2023, making up 1,011 (49%) of the 2,059 navigation & advocacy contacts in CY2023. This included support with finding available housing, negotiating with property managers, and interfacing with service providers in the housing assistance sector or homelessness Continuum of Care.

The chart below shows the total number of navigation & advocacy contacts received in CY2023 classified by type of service provided:



As noted above, the OHR processed 2,059 incoming and outgoing contacts classified as navigation & advocacy in CY2023. In the CY2022 report, the Office stated its intent to also track the time spent by staff on navigation & advocacy contacts during subsequent years to gain a better sense of the extent to which these contacts pulled staff away from other duties. In CY2023, OHR staff logged 389.7 hours as navigation & advocacy contacts. This is 72% of the total 539.43 hours spent on all incoming and outgoing contacts in CY2023.

From January through June 2023, the total number of contacts classified as navigation & advocacy was 1,476 (304.70 staff hours). From July through December the number dropped to 583 (85.00 staff hours): a difference of 893 contacts or 219.70 staff hours from the first half of the year to the second. This is notable in that it reflects an intentional shift in focus for service provision away from navigation & advocacy and toward work directly related to receiving and attempting to resolve jurisdictional complaints of unlawful discrimination. While the OHR still receives many contacts classified as navigation & advocacy, staff redirect and refer individuals seeking assistance to better-suited service providers whenever possible.

2.2.8. Referrals to Other Services

When individuals seek assistance from the OHR for services that the OHR cannot provide, staff attempt to connect the individual to the most appropriate service provider. Listed below are the five primary service providers most closely related to the services provided by the OHR. Most referrals from the OHR are to agencies other than the primary five service providers and are classified as “Other”:

AGOCR (VA Attorney General’s Office of Civil Rights): Individuals are referred to the AGOCR for employment and public accommodations cases that are outside the jurisdiction of the Office of Human Rights, as defined by state and federal law and the CHRO. In some situations, the OHR will refer cases to the AGOCR when the individual seeks a resolution that requires civil action. This is because the AGOCR partners with the EEOC, which can issue a right to sue letter for civil action in federal court for employment discrimination cases.

EEOC (Equal Employment Opportunity Commission): Individuals are referred to the EEOC for employment discrimination cases that are outside the jurisdiction of the Office of Human Rights, as defined by state and federal law and the CHRO. Because the AGOCR has a workshare agreement with the EEOC, the OHR refers employment cases originating in Virginia to the AGOCR so that the complainant has the opportunity to dual file at both the state and federal level.

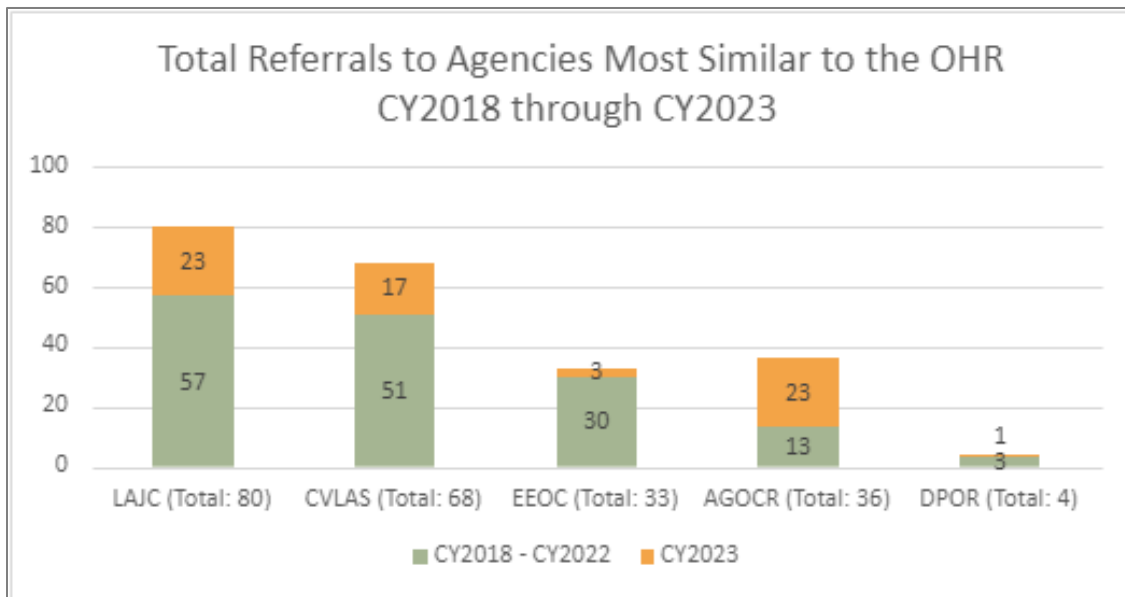
DPOR (Department of Professional and Occupational Regulation): This is a state government department that includes the Virginia Fair Housing Office. In previous years, individuals were referred to DPOR for formal fair housing discrimination investigations when the complainant expressly sought civil action against the respondent. It is important to note that with the passage of the amendments on November 21, 2022, the CHRO now includes language that states that when a housing complaint receives a finding of reasonable cause the City will file a civil action on behalf of the complainant. As OHR staff capacity increases to investigate and render findings in housing cases, and enters a Fair Housing Assistance Program (FHAP) workshare agreement with the federal government, referrals to DPOR are expected to discontinue entirely.

CVLAS (Central Virginia Legal Aid Society): Individuals are referred to CVLAS for assistance with a variety of legal issues raised during intake, often pertaining to the protected activities identified in the CHRO. In some cases, individuals have simultaneous cases with CVLAS and the Office of Human Rights.

LAJC (Legal Aid Justice Center): Individuals are referred to LAJC for assistance with a variety of legal issues raised during intake, often pertaining to the protected activities identified in the CHRO. In some cases, individuals have simultaneous cases with LAJC and the Office of Human Rights.

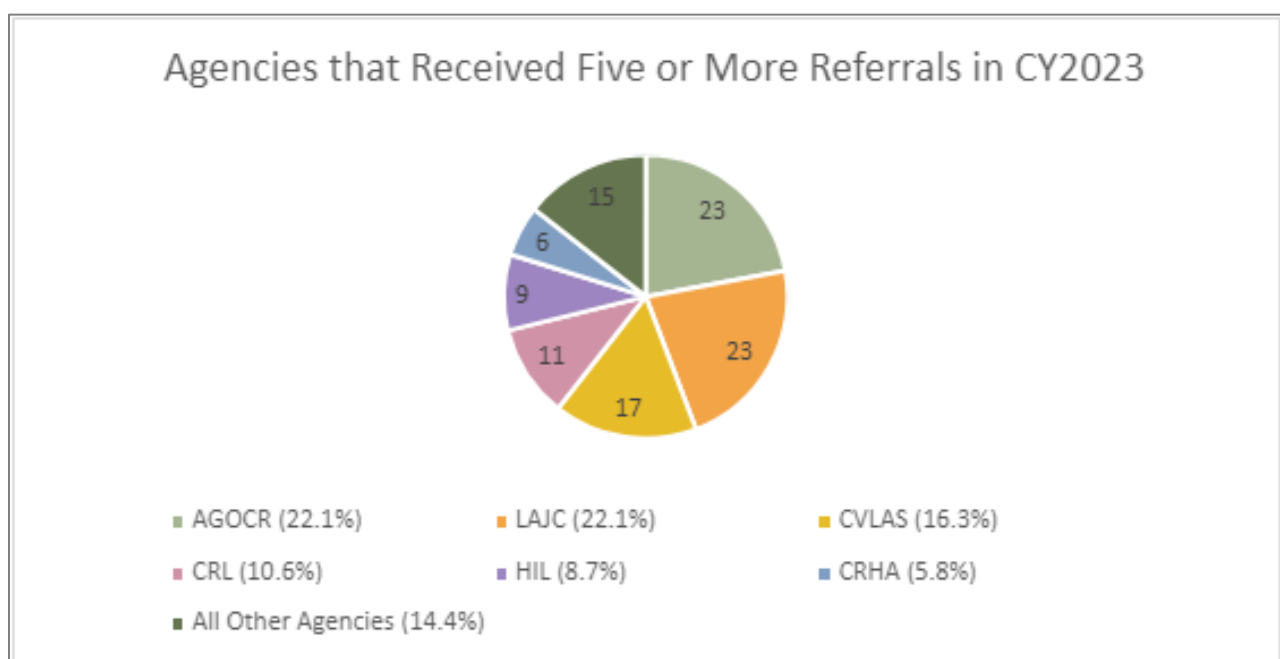
Other: The OHR refers individuals to a wide variety of other agencies and offices depending on their specific concerns.

The chart below depicts total referrals over the past six years, including totals for CY2023, to the five organizations that are most similar to the OHR:



In total, the OHR had 83 contacts result in referrals. Note that some referral contacts resulted in referrals to more than one agency or service provider; therefore, the total number of referral contacts is lower than the sum of referrals to the five primary agencies and “Other” agencies.

Most referrals over the past six years have been to agencies other than the primary five listed above. The chart below shows agencies in CY2023 that received five or more referrals. Although AG OCR, LAJC, and CVLAS are listed here, the EEOC and DPOR are not. Instead, the Homelessness Intake Line (HIL) and Charlottesville Redevelopment and Housing Authority (CRHA) each received five or greater referrals in 2023, more than either the EEOC or DPOR.



Below is a list of agencies that fall into the “All Other Agencies” referral category. These agencies received between one and three referrals during CY2023. Note that some individuals were referred to several of these organizations following a single contact with the OHR. Acronyms are included as they are referenced in the **CY2023 Individual Service Data (Attachment 2)**:

- City of Charlottesville Police Department (CPD)
- Child Protective Services (CPS)
- Division for Aging and Rehabilitative Services (DARS)
- DisAbility Law Center (DLC)
- Downtown Job Center (DJC)
- Occupational Regulation – Virginia Fair Housing Office (DPOR)
- Families in Crisis (FIC)
- Piedmont Housing Alliance Housing Hub and Financial Opportunity Center (PHA FOC)
- City Department of Human Services (DHS)
- Sexual Assault Resource Agency (SARA)
- Sin Barreras (SB)

2.2.9. Status of Complaint Cases During the Calendar Year

At the end of CY2023, the OHR had 16 open complaint cases. Since 2021, the OHR has had an active contract with the third-party mediation firm Resolute Mediation and Arbitration, Inc. (RMA). Adequate OHR staffing and maintaining an active contract with a third-party licensed mediator are necessary for effective and efficient complaint resolution. In August 2022, City Council approved funding for hiring an Intake & Administrative Specialist and an Investigator. As noted in section 1.3, these roles were filled during 2023, and in 2024, the OHR will begin the year with a fully staffed team.

The table below shows the year-end status of complaint cases that were active during CY2023:

Case #	Protected Activity	Protected Class(es)	Year-end Status
2020-2	Housing	Race	Mediation reached impasse. Final determination pending.
2021-4	Employment	Sex	Investigation in progress.
2021-5	Employment	Sexual Orientation, Race	Investigation in progress.
2021-11	Housing	Disability	Settlement reached through mediation.
2022-1	Housing	Disability	Settlement reached through mediation.
2022-2	Housing	Race, Skin Color, Disability	Referred to DPOR: Complainant sought civil action.

Case #	Protected Activity	Protected Class(es)	Year-end Status
2022-6	Housing	Color, Race	Mediation at impasse, next steps under consideration.
2022-7	Housing	Color, Race	Dismissed: Unable to reach complainant for more than 30 days.
2022-9	Employment	Age, Sex	Referred to AGOCR, case closed.
2023-1	Housing	Disability	Dismissed: non-jurisdictional. <i>*(Counted as a Complaint rather than an Inquiry because jurisdiction was determined after complaint was filed.)</i>
2023-2	Employment	Religion, National Origin	Intake and fact-gathering in progress.
2023-3	Housing	Race	Settlement reached through mediation.
2023-4	Housing	Age, Disability, Elderliness	Dismissed: Unable to reach complainant for more than 30 days.
2023-5	Employment	Color, Race	Settlement reached through mediation.

Case #	Protected Activity	Protected Class(es)	Year-end Status
2023-6	Housing	Source of Funds	Dismissed: non-jurisdictional. <i>*(Counted as a Complaint rather than an Inquiry because jurisdiction was determined after complaint was filed.)</i>
2023-7	Public Accommodation	Sex	Awaiting Respondent response to offer of mediation.

* Complaints 2023-1 and 2023-6, though non-jurisdictional, were classified as complaints because they were formally filed by the complainants. The Office has since changed the filing process to incorporate an initial screening process before a formal filing to redirect non-jurisdictional complaints to the appropriate agency and to ensure correct classification as Inquiries instead of Complaints.

3. Awareness and Guidance

Charlottesville Human Rights Ordinance Sec. 2-433. (b)

Collaborate with the public and private sectors for the purpose of providing awareness, education, and guidance on methods to prevent and eliminate discrimination citywide.

This role is shared between the HRC and the OHR. The specific duties and responsibilities of this role are further explained in *Sec. 2-434. Duties and responsibilities – Community dialogue and engagement* and *Sec. 2-435. Duties and responsibilities – Systemic issues*.

3.1. Sec. 2-433. (b) HRC Actions

On the following page is a chart summarizing the actions taken by the HRC. This chart indicates how the HRC's actions align with the duties and responsibilities in Sec. 2-434. and Sec. 2-435. in the CHRO and with the focus areas Commissioners identified during their annual retreat. Documents referenced in the action summaries are publicly posted on the "Human Rights Documents" subpage within the "Human Rights" webpage on the City website.

Date	Alignment	Action	Summary
4/20/2023	<p>Duties & Responsibilities: Sec. 2-435 Systemic issues.</p> <p>Annual Focus Areas: Policies that preserve diversity, equity, and affordability in housing</p>	Research	<p>Commissioners vote to approve the HRC Liaisons to Local Housing Organizations plan. Commissioners are assigned a housing-related organization in the city whose meetings the Commissioner regularly attends and acts as a liaison.</p> <p>Commissioners report back the meetings' content to the HRC to stay informed about what housing resources are available, know how the HRC could be taking action, and develop relationships with key figures in the city.</p>
6/15/2023	<p>Duties & Responsibilities: Sec. 2-435 Systemic issues.</p> <p>Annual Focus Areas: Policies that preserve diversity, equity, and affordability in housing</p>	HRC Resolution	<p>The HRC adopted Resolution A23-1 about its priorities going forward concerning housing and the Commission's stance regarding rezoning with an equity focus. It uses this resolution to help shape its work plan going forward.</p>
8/5/2023	<p>Duties & Responsibilities: Sec. 2-434 Community dialogue and engagement.</p> <p>Annual Focus Areas: No direct alignment.</p>	Community Event	<p>A Human Rights Commissioner assisted OHR staff with tabling at the annual Charlottesville Westhaven Community Day. Tabling consisted of interacting with the public and providing resources to inform the public of the OHR and HRC's role in the community.</p>
10/24/2023	<p>Duties & Responsibilities: Sec. 2-434 Community dialogue and engagement.</p> <p>Annual Focus Areas: No direct alignment.</p>	Community Event	<p>A Human Rights Commissioner attended the 6th Street PHAR Youth Festival to table with OHR staff. Tabling consisted of interacting with the public and providing resources to inform the public of the OHR and HRC's role in the community.</p>

3.2. Sec. 2-433. (b) OHR Actions

Community outreach is one of the primary tools used by the OHR to inform community members of their protected rights as well as their options for assistance when those rights are unlawfully violated. An additional goal of community outreach is to advance systemic change by encouraging shifts in societal norms. Awareness, education, and a willingness to make change at individual and community levels play an important role in initiating progress towards justice and equity.

The OHR categorizes outreach in three ways:

- Service Provision: related to the work done by the OHR for community members.
- Education & Awareness: focused on teaching the community about human rights.
- Collaboration & Leadership: work done in partnership with other agencies.

From January through September of 2023, the OHR Community Outreach & Administrative Specialist position was held by Victoria McCullough. The insight, compassion, and expertise that Victoria brought to the OHR team during her time with the OHR were immensely valuable and appreciated.

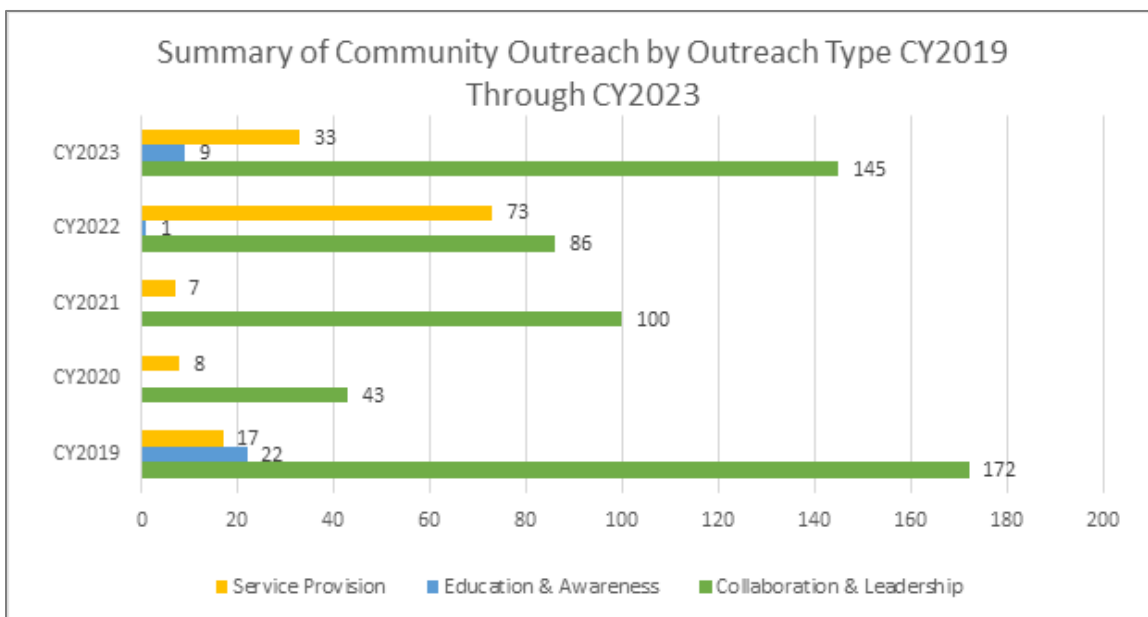
On October 16, 2023, Lily Gates was hired as the Community Outreach & Administrative Specialist. Lily worked as a part-time intern with the OHR for over two years prior to accepting this full-time position with the OHR, and she is excited to continue to assist the OHR in its organizational growth.

3.2.1. OHR Community Outreach Activities by Outreach Type

In CY2023, the OHR engaged in 187 community outreach activities, which were classified as the following:

Outreach Type	Total Number of Activities
Service Provision	33
Education & Awareness	9
Collaboration & Leadership	145

The **OHR CY2023 Community Outreach Data table (Attachment 3)** provides detailed individual service data by month. The chart below shows a summary of outreach activities conducted by the OHR over the last four years:



Following the hire of an Intake & Administrative Specialist in 2023, the Community Outreach & Administrative Specialist was able to reduce the amount of time spent engaging in intake and navigational services, therefore giving her more time to work on outreach activities. This allowed for the slight increase in the quantity of Education & Awareness activities as well as the dramatic increase in the quantity of Collaboration & Leadership activities. Operating at full staff capacity in CY2024 will allow for a the continued expansion of Education & Awareness events as well as general growth in all outreach areas.

Collaborative Activities and Engaged Partner Agencies

As in previous years, Collaboration & Leadership comprised most of the OHR's outreach in CY2023. Collaboration & Leadership involves engagement with a variety of community partners to organize outreach events, develop referral networks for individuals seeking services, and lead discussion in projects that serve people who engage in protected activities and/or are members of protected classes.

Of the 187 outreach activities conducted by the OHR in CY2023, 145 were in collaboration with other community partners. In CY2023, the OHR worked with or attended meetings and events hosted by the 43 primary collaborators listed:

Albemarle County Office of Equity and Inclusion
Blue Ridge Area Coalition for the Homeless (BRACH)
Blue Ridge Area Food Bank (BRAFB)
Blue Ridge Health District
Brothers United to Cease the Killing (BUCK) Squad
Central Virginia Legal Aid Society (CVLAS)
Charlottesville Area Justice Coalition
Charlottesville Pride Network
Charlottesville Redevelopment and Housing Authority (CRHA)
Charlottesville Refugee Dialogue
CHIHAMBA
City of Charlottesville
City of Charlottesville ADA Coordinator
City of Charlottesville Department of Human Services
City of Charlottesville Police Civilian Oversight Board (PCOB)
City of Charlottesville Police Department (CPD)
Cultivate Charlottesville
Cville Harm Reduction
Downtown Job Center
Equal Employment Opportunity Commission Richmond Office
Fifeville Neighborhood Association
Habitat for Humanity of Greater Charlottesville
Home to Hope
IMPACT
International Rescue Committee
IX Art Park
Livable Cville
Midway Manor Residents Association
People and Congregations Engaged in Ministry (PACEM)
Piedmont Environmental Council (PEC)

Piedmont Housing Alliance (PHA)
Precision Management Infrastructure
Public Housing Association of Residents (PHAR)
Region Ten
Respect the Neighbors
Sin Barreras
The Fountain Fund
The Haven
The Jefferson School African American Heritage Center
Thomas Jefferson Planning District Commission
University of Virginia (UVA)
Virginia Association for Human Rights (VAHR)
Zion Baptist Church

4. City Policies

Charlottesville Human Rights Ordinance Sec. 2-433. (c)

Identify and review policies and practices of the City of Charlottesville and its boards, commissions, and other public agencies within the City and advise those bodies on issues related to human rights.

This role is primarily held by the HRC, with the OHR providing administrative support. The specific duties and responsibilities under this role are further explained in the CHRO under Sec. 2-435. *Duties and responsibilities – Systemic issues.*

The chart below shows how the HRC’s actions align with the duties and responsibilities in Sec. 2-433.(c) and Sec. 2-435 of the CHRO as well as with the focus areas Commissioners identified during their annual retreat. Documents referenced in the action summaries are publicly posted on the “Human Rights Commission” subpage within the “Human Rights” webpage on the City website.

Date	Alignment	Action	Summary
7/6/2023	Duties & Responsibilities: Sec. 2-435 Systemic issues. Annual Focus Areas: Zoning that emphasizes more affordable housing.	Letter of Support	Following Commissioner outreach to Livable Cville, the HRC voted to approve adding the HRC's name to a sign-on letter to City Council, the Planning Commission, and NDS Director James Freas. The letter included support for adoption of a zoning code that addresses affordable housing and historical inequities through medium intensity zoning, revised inclusionary zoning regulations, flexibility to support new affordable housing construction, and incentivized construction that incorporates energy-saving and energy-producing technology.

Date	Alignment	Action	Summary
7/20/2023	<p>Duties & Responsibilities: Sec. 2-434 Community dialogue and engagement.</p> <p>Annual Focus Areas: Decent and affordable housing.</p>	Public Discussion	At the HRC regular meeting, Commissioners hosted Capt. Mark Van Meter from the Salvation Army to discuss its expansion of its emergency shelter. They asked him about the logistics of the new facility, as well as about the Salvation Army's commitment to equity. Commissioners used this discussion as a basis for its letter of support for the Salvation Army's special use permit from the City of Charlottesville.
8/3/2023	<p>Duties & Responsibilities: Sec. 2-434 Community dialogue and engagement.</p> <p>Annual Focus Areas: Decent and affordable housing.</p>	Letter of Support	The Commission drafted and voted to send a letter to Council regarding the Salvation Army emergency shelter expansion. The Commission expressed its support to expand the emergency shelter and urged City Council to grant the Salvation Army a special use permit, as well as communicated its desire that Council ensure the new facility is equitable and non-discriminatory in its service provision.
10/19/2023	<p>Duties & Responsibilities: Sec. 2-435 Systemic issues.</p> <p>Annual Focus Areas: Policies that preserve diversity, equity, and affordability in housing.</p>	Council Recommendation	At the HRC regular meeting, Commissioners voted to approve a letter to City Council advocating it adopt City zoning codes that promote greater racial and economic equity and more ADA accessibility. The HRC further expressed its support for the housing coalition letter to City Council and the Planning Commission on 07/12/23.

Date	Alignment	Action	Summary
11/28/2023	Duties & Responsibilities: Sec. 2-435 Systemic issues. Annual Focus Areas: Zoning that emphasizes more affordable housing.	Letter of Support	The Chair of the Human Rights Commission responded affirmatively, on behalf of the Commission, to Liveable Cville's request to add the Commission as a signer to an updated Housing Coalition letter to City Council in support of the Zoning Code.

5. Federal Workshares

Charlottesville Human Rights Ordinance Sec. 2-433. (d)

Seek a Fair Employment Practices Agency (FEPA) workshare agreement with the Equal Employment Opportunity Commission (EEOC) and a Fair Housing Assistance Program (FHAP) workshare agreement with the Department of Housing and Urban Development (HUD) to conduct investigations of employment and housing discrimination on their behalf and enter into such agreement(s) subject to approval of City Council upon a finding that the agreement(s) would be in the best interest of the City.

Most of the duties and responsibilities relating to the pursuit of a Fair Employment Practices Agency (FEPA) workshare with the Equal Employment Opportunity Commission (EEOC) and a Fair Housing Assistance Program (FHAP) workshare with the U.S. Department of Housing and Urban Development (HUD) fall to the OHR, with the HRC playing a supporting role. These workshare agreements are directly related to the enforcement processes detailed in *Sec. 2-437.1. Duties and responsibilities – Investigation of individual employment discrimination complaints and issuance of findings*, *Sec. 2-437.2. Duties and responsibilities – Investigation of individual housing discrimination complaints and issuance of findings*, and *Sec. 2-439.1. Enforcement authority – The role of the Commission*.

In CY2021, the HRC prioritized pursuit of the FHAP workshare over the FEPA because simultaneous pursuit of both workshares without additional staff support was not practical. Therefore, work on the FEPA workshare was put on hold for the entirety of CY2023.

5.1. Sec. 2-433. (d) HRC Actions

The process of drafting CHRO amendments occurred mainly with OHR staff. The HRC did not take any steps during CY2023 related to pursuing a FHAP nor FEPA workshare agreement.

5.2. Sec. 2-433. (d) OHR Actions

Following City Council's adoption of the amendments to the CHRO on November 21, 2022, OHR staff submitted the CHRO to HUD for review. The first step in entering a FHAP workshare with HUD is the passage of a local ordinance with language substantially equivalent to federal fair housing law. HUD provided recommendations for additional amendments to the CHRO that would strengthen the ordinance and clarify certain operational procedures. During CY2023, OHR staff began work on drafting the recommended amendments with the anticipation of presenting a revised draft of the CHRO to the HRC and City Council in CY2024. The table

below shows the actions taken by the OHR since CY2021 to progress toward a FHAP workshare agreement:

Step	Summary of Actions
<i>OHR initiates contact with federal agency. (CY2021)</i>	The Director set up the above-mentioned question-and-answer session with the HRC and Erik Steinecker from the HUD Fair Housing Office.
<i>OHR drafts necessary documents for application. (CY2021)</i>	The Director drafted a revised version of the CHRO that included language necessary for substantial equivalence with federal fair housing law.
<i>OHR submits draft documents to federal agency for informal review. (CY2021)</i>	The Director worked with Erik Steinecker at the HUD Fair Housing Office throughout 2021 to edit the initial draft of the revised CHRO.
<i>OHR submits draft documents to City Attorney for review. (CY2021)</i>	The Director met with City Attorney's Office staff for an initial review of the revised CHRO. Following this meeting, the Director contacted the Fairfax County Office of Human Rights to ask questions about the practical implications of some of the duties required by substantial equivalence to federal fair housing law.
<i>OHR revises draft documents based on federal agency and City Attorney feedback. (January – July 2022)</i>	The Director further revised the CHRO, incorporating feedback from the Director of the Fairfax County Human Rights Commission, HUD, and the City Attorney's Office.
<i>OHR prepares draft documents for review by HRC. (August 2022)</i>	The Director met with City Attorney's Office staff for a follow-up review of the CHRO and makes additional revisions.
<i>OHR presents draft documents for HRC and public review and feedback. (September 2022)</i>	The Director included the draft CHRO in the HRC regular meeting agenda packet for September 15, 2022. Commissioners were asked to provide feedback before October 3, 2022. Members of the public were invited to provide feedback to OHR staff or during public comment at HRC meetings.

Step	Summary of Actions
<i>OHR prepares final draft documents for presentation to HRC for adoption. (September – October 2022)</i>	The Director met with City Attorney’s Office staff to review final edits to the CHRO before presentation to the HRC.
<i>HRC adopts final draft documents for recommendation to City Council. (October 2022)</i>	At the HRC regular meeting on October 20, 2022, Commissioners voted to adopt the amended CHRO for recommendation to City Council.
<i>HRC and OHR present final draft documents to City Council. (November 2022)</i>	The Director met with Councilors individually to review the changes to the CHRO before a first reading at the November 7, 2022, Council meeting and a second reading followed by a vote to approve on November 21, 2022.
<i>OHR presents the approved documents to HUD for follow-up review and next steps. (February 2023)</i>	The Director met with Erik Steinecker and Maria Moreno from the HUD Fair Housing Office to review the CHRO as adopted by Council on November 21, 2022. Erik and Maria proposed a number of additional changes to the CHRO.
<i>OHR staff draft amendments to the CHRO based on feedback from HUD. (March – September 2023)</i>	The Director and OHR Intern Ginny Helmandollar drafted amendments to the CHRO that included the recommendations from HUD as well as refinements to other parts of the CHRO unrelated to substantial equivalence to federal fair housing law.
<i>OHR submits draft CHRO to City Attorney for review. (October 2023)</i>	The Director and OHR Intern (prior to her hire as Outreach & Administrative Specialist) Lily Gates met with Deputy City Attorneys to review the proposed amendments. The Deputy City Attorneys offered further feedback.
<i>OHR revises draft CHRO in preparation for a second review by the City Attorney and HUD.</i>	<i>Work to be continued in CY2024.</i>

6. Legislative Program

Charlottesville Human Rights Ordinance Sec. 2-433. (e)

Make recommendations regarding the City's annual legislative program, with an emphasis on enabling legislation that may be needed to implement programs and policies that will address discrimination.

This role rests primarily with the HRC with support from the OHR. This role also relates to the HRC's work under *Sec. 2-434. Duties and responsibilities – Community dialogue and engagement* and *Sec. 2-435. Duties and responsibilities – Systemic issues*.

As noted above, at the HRC's annual meeting on March 16, 2023, Commissioners identified equitable and affordable housing as a primary focus for CY2023. The Commission formalized specific housing annual focuses, in Resolution A23-1 passed on June 15, 2023.

During the ensuing months, the HRC sought input from a variety of community organizations and individuals to better understand the landscape of housing challenges in Charlottesville. The Commission invited representatives from these organizations to attend the HRC regular meeting on August 17, 2023, and asked them to share potential state-level legislative priorities that could have a positive local impact on housing. Representatives from Livable Cville, People and Congregations Engaged in Ministry (PACEM), the Haven, Charlottesville Low-Income Housing Coalition (CLIHC), and Legal Aid Justice Center (LAJC) attended the meeting and provided a wide variety of recommendations which the Commission considered when drafting its own list of recommendations for City Council.

On September 22, 2023, the HRC drafted a letter of legislative recommendations to City Council, which was presented on September 26, 2023. The letter can be found on the "Human Rights Commission" subpage on the "Human Rights" webpage on the City of Charlottesville website and is titled "20230922 Recommendations For 2024 Legislative Agenda (PDF)." The letter lists the following recommendations:

- 1) Affordable Housing Accessibility:
 - a) Allow individuals to use Medicaid and Medicare funds towards rent payments.
 - b) Implement a progressive income tax and taxes for consumer services. The resultant increase in the tax base should produce a subsequent increase in funding available for affordable housing.
 - c) Amend the Virginia Residential Landlord and Tenant Act to allow tenants to raise unsafe or unsanitary conditions as an affirmative defense to non-payment of rent.
 - d) Allow indigent tenants to waive their appeal bond. This would grant indigent tenants the same rights that exist for indigent people in other types of civil cases.

- e) Require landlords to disclose to rental applicants a complete list of additional fees involved in renting as a separate document prior to the signing of a lease.
 - f) Include provisions in the VA Residential Landlord and Tenant Act and the Manufactured Home Lot Rental Act to prohibit mid-lease rent increases except in cases where the renter has agreed in writing that the proposed mid-lease rent increase is permissible.
 - g) Authorize localities to pass rent stabilization ordinances for residential rent in mobile home lots and multi-family dwellings.
 - h) Grant localities rent control power, thereby removing the inhibiting effects of the Dillon Rule on the ability of localities to enact rent controls.
 - i) Begin a state-sponsored voucher program to increase the accessibility of rental subsidies.
 - 1) Grant residents of mobile homes the right of first refusal, thereby giving residents the option to buy their communities when an owner wants to sell.
- 2) Equity for People Experiencing Homelessness:
- a) Recognize homelessness as a protected class in the Virginia Human Rights Act and Virginia Fair Housing Law to prohibit discrimination based upon an individual's housing status.
 - b) Require that each county and city in Virginia maintain a public shelter for individuals or fund a private equivalent, equal to VA Code 3.2-6546 requiring the existence of a public animal shelter in every locality.
 - c) Amend the Virginia Residential Landlord and Tenant Act to increase the required period for a pay or quit notice to 14 days.
- 3) Mental Health Care Accessibility:
- a) Increase public mental health care funding to compensate for the loss of mental health services resulting from the COVID-19 pandemic.

On November 20, 2023, City Council adopted the City's Legislative Position Statement, which can be found in the agenda packet from the November 20, 2023, City Council meeting, available on the Charlottesville City website. Included in the statement were four items from the Commission's list of recommendations, for which Council's legislative committee sought sponsorship in the General Assembly. The following is an excerpt from the adopted Legislative Position Statement that includes the Commission's recommendations:

G. Increasing Affordable Housing Accessibility by Enhancing Tenant Rights

We support legislation which would increase affordable housing accessibility by enhancing the rights of tenants, including: 1. amending the Virginia Residential Landlord and Tenant Act to allow tenants to raise unsafe or unsanitary conditions as an affirmative defense to non-payment of rent; 2. allowing indigent tenants to waive their appeal bond in landlord-tenant disputes; 3. requiring landlords to disclose a complete list of additional fees in a separate document prior to the signing of a lease; and 4. authorizing localities to pass rent stabilization ordinances for residential rent in mobile home lots and multi-family dwellings.

7. Commission Policies

Charlottesville Human Rights Ordinance Sec. 2-433. (f)

Prepare recommendations to City Council as to policies and procedures the Commission believes are necessary for the performance of the roles, duties and responsibilities assigned to the Commission within this article, and for modifications of operating procedures approved by City Council.

This role is shared by the HRC and OHR and relates to all other duties and responsibilities detailed in the CHRO. On May 18, 2023, the HRC adopted proposed amendments to its Rules & Procedures. The most significant proposed amendments included adopting language surrounding annual election and strategic planning meetings to reflect current practices and specifying the creation of ad-hoc committees instead of standing committees, to allow the HRC to keep committees only as needed. These changes codify practices that allow the HRC to remain as functional and efficient as possible.

8. Conclusions and Recommendations

Human Rights Commission

In CY2023, Commission Chair Jessica Harris and Vice Chair Ernest Chambers led the HRC through a successful year during which Commissioners focused their attention on issues related to housing. The culmination of their efforts this year was Council's adoption of four state-level legislative priorities advanced by the Commission. This achievement indicates the impact of the Commissioners' decision to narrow their focus to a single issue, which allowed them to plan the outreach and research necessary to provide Council with substantive guidance and recommendations. Additionally, the Commission revised its internal Rules and Procedures to reflect its decision to move away from a standing committee to an ad hoc committee structure to work more frequently as a collective group. Commissioners also established the first Thursdays of the month as standing work sessions to support initiatives proposed during regular meetings.

In CY2024, the HRC will welcome four new Commissioners. This makes the annual planning meeting in March a critical time to review past work while also further refining annual goal setting and work planning. Furthermore, as the HRC and OHR prepare for another round of amendments to the CHRO in pursuit of the FHAP workshare agreement, CY2024 will be an important time to review the details of the CHRO and the HRC's role as a public hearing body for individual complaints.

Office of Human Rights

Over the past three years, the OHR has grown from a staff of one individual (Director) in CY2020 to a full team of four full-time employees (Intake & Administrative Specialist, Outreach & Administrative Specialist, and Investigator [In Training]) and one part-time Intern at the end of CY2023. This increase in staffing marks a pivotal moment in the history of the OHR that should greatly improve response time to inquiries and complaints, refine standard operating procedures, and increase and diversify community outreach.

CY2024 will be a time of capacity building for the OHR. All full-time employees will participate in both formal and in-house training for complaint counseling and investigation. The long-term vision is to create skill overlap amongst team members, which will provide the flexibility necessary to ensure consistent service provision following an anticipated workload increase from the FHAP workshare.

Below are some notable takeaways from the data reported in Section 2 of this report regarding individual service provision:

- The total number of incoming contacts remained high this year at 2,060. While the OHR received 1,193 fewer incoming contacts in CY2023 than it did in CY2022, this was still the second highest number of incoming contacts recorded in the OHR's ten-year history.
- Housing remains the most often identified protected activity in both complaints and inquiries, second to employment. This reinforces the need to finalize the FHAP workshare agreement, per Sec. 2-433. (d) of the CHRO, which will provide additional resources for staff training in fair housing enforcement along with potential financial resources, should caseloads increase.
- By the conclusion of CY2023, disability (identified 91 times) surpassed race (identified 87 times) and color (identified 5251 times) as the most often identified protected class in the combined total of inquiries and complaints received by the OHR over the last ten years. That said, the combined total number of times race and color, closely related protected classes, were identified still exceeds disability.
- Race was the most often identified protected class in complaints of employment discrimination filed with the OHR in the last ten years.
- Disability was the most often identified protected class in complaints of housing discrimination filed with the OHR in the last ten years.

In CY2023, the OHR made an intentional shift in its approach to navigation and advocacy work. By tracking the time spent on navigation and advocacy contacts and classifying those contacts by the type of support provided, staff were able to identify two important things. First, the team could more clearly see when it spent disproportionate amounts of time on service provision activities extraneous to the Office's duties as outlined in the CHRO, and, as a result, take action to recenter the OHR's focus. Second, by classifying the types of supports provided, the team had data to confirm staff intuition that the majority of navigation and advocacy contacts were related to housing (1,011 or 49% of contacts of 2,059 total navigation and advocacy contacts). Additionally, the data also pointed to the frequency at which OHR staff coordinated and liaised with other service providers. Central Virginia Legal Aid Society, Legal Aid Justice Center, and the Charlottesville Redevelopment and Housing Authority were among the most often contacted agencies, and these referrals were typically associated with housing-related issues.

While not captured in this report, the OHR collected some data regarding contacts with non-English speakers. During most of CY2023, the OHR employed two staff people who spoke Spanish. The OHR's primary outreach documents regarding individual service provision were also translated in-house into Spanish. In CY2023, the office logged 39 incoming and outgoing contacts in Spanish. These contacts included those related to one complaint, which was the first formal complaint received from a Spanish-only speaker in the last six years. The receipt of this complaint raised several important considerations. First, OHR staff noted that for all languages other than English, the best practice would be to rely on professional interpretation and translation services, regardless of staff's capacity to speak other languages. Second, the fact that most non-English contacts with the OHR are in Spanish may also be because we have no outreach materials in languages beside English and Spanish. Third, by not having a robust language access system that includes on-demand phone interpretation, document translation, and professional interpretation during complaint processes, the OHR is not well-prepared to serve

non-English speakers in our community. All of this points to the high importance of developing a comprehensive language access plan in the coming year.

Another significant change in the OHR's operation in CY2023 came when the OHR relocated from its independent office at 106 5th Street NE to a combined office with the Downtown Job Center and Home to Hope programs located at 507 East Main Street on the Downtown Mall. This change was positive from a collaborative perspective, as all three programs serve overlapping clientele. Working together in the same space afforded more streamlined communication and coordination of services. It also allowed members of both teams to support one another as City employees through shared knowledge and general camaraderie.

One challenge that emerged from the move to 507 East Main was the management of walk-in contacts. Before the hire of Saad Khaleefa as the OHR's Intake & Administrative Specialist in April, there was no staff person specifically assigned to the reception desk. Despite attempting solutions to manage incoming visitors, such as installing a video camera and doorbell, it was clear that having an individual dedicated to receiving visitors was essential for providing good customer service. Although Saad's responsibility as an OHR employee was to receive walk-in contacts specifically for the OHR, it became clear that the vast majority of incoming walk-in contacts were for the Downtown Job Center and Home to Hope. Furthermore, because of the physical structure of the 507 East Main, Saad's desk is public-facing and by default he is the first point of contact for anyone visiting the office. All three programs are indebted to Saad's flexibility and willingness to adapt his duties to meet this unanticipated need. However, the challenge with the current system is that as Saad's responsibilities for OHR inquiry and complaint processing have increased, the walk-in demand for Downtown Job Center and Home to Hope services has also increased. In CY2024, it will be essential for the three programs to collaboratively develop strategies that make the management of walk-in reception and appointment setting more efficient.

After a year of significant refocus and growth, the HRC and OHR are now well-positioned to fulfill the duties assigned to each by the CHRO. CY2024 will be a time of staff capacity building, focused planning, and enhanced service to the community in the promotion and protection of human rights.

9. Attachments

9.1. OHR CY2023 Data Dictionary

Term	Definition
AG OCR Liaison	Any activity related to assisting an individual with accessing services of the AG OCR, such as providing support for the filing of a complaint through the AG OCR.
Application Assistance	Any activity related to assisting individuals with applications to outside services, including jobs or services from agencies.
Case	A complaint of unlawful discrimination that has been accepted for further action by the Office of Human Rights.
Case Administration	The provision of services related to open complaints, including scheduling meetings, sending case notification letters, and other complaint management not defined as Mediation Activity, Intake Activity, or Investigation Activity.
Charlottesville Human Rights Ordinance	A part of the Code of the City of Charlottesville found in Chapter 2, Article XV, that explains the roles and responsibilities of the Human Rights Commission and Office of Human Rights and defines the protected activities, protected classes, and enforcement mechanisms authorized to address unlawful discrimination within the jurisdiction of the City of Charlottesville.
City Agency Liaison	Any activity related to assisting an individual with accessing services provided by another office or department in the city.
Clerical Support	Providing access to a phone, computer, fax machine, printer, or comparable resource to an individual.
Closed Complaint	A complaint that is no longer being addressed by the Office of Human Rights. Reasons a Complaint may close include Conciliation, Court Action, Informal Resolution, No Response, Non-jurisdictional, Private Counsel, Referral, Settlement, Withdrawal, or No Reasonable Cause.
Closed Inquiry	An inquiry that is no longer being addressed by the Office of Human Rights. Reasons an inquiry may close include Informal Resolution, Navigation Only, No Response, or Referral.
Complainant	An individual or group of individuals who have filed a formal complaint of unlawful discrimination with the Office of Human Rights.

Term	Definition
Complaint	An incoming contact in which an individual wishes to pursue action regarding an allegation of discrimination that falls within the jurisdiction of the Office of Human Rights, as defined by the Human Rights Ordinance. Note, a non-jurisdictional allegation of discrimination will be documented as a Complaint and not an Inquiry if the individual submits a completed complaint form. Non-jurisdictional complaints will be dismissed and referred to the appropriate state or federal agency.
Conciliation	The process by which Fair Housing Complaints may be resolved through facilitated formal dialogue between a Conciliator, the Complainant, the Respondent, and/or legal representation appointed by either party. Conciliation must be attempted in the period following the filing of the complaint and concluded prior to either the issuance of a charge on behalf of the complainant or upon dismissal of the complaint. Successful conciliation results in a Conciliation Agreement between the Complainant, the Respondent, and the City. In this Agreement, the role of the City is to enforce compliance and bring forth a case in court if the terms of the Conciliation Agreement are breached.
Conciliation Activity	Activity involving the provision of services related to attempts to resolve a Fair Housing Complaint through a Conciliation process; may include scheduling or updates to the status of Conciliation or the Conciliation Agreement.
Contact	All walk-ins, appointments, interactions in the community, phone calls, phone messages, text messages, emails, and postal mail related to services provided to an individual.
Court Action	Used when an Inquiry or Complaint is closed due to the filing of a civil suit in a court of competent jurisdiction.
CRHA Liaison	Any activity related to assisting an individual with accessing services provided by CRHA, including communication on behalf of the individual.
Crisis Response	Any activity related to assisting a community member with a crisis, including de-escalation.
Determination	A decision made by the Director regarding whether there is cause to believe that a violation of the Charlottesville Human Rights Ordinance has occurred. This decision is based on the evidence presented in an investigative report regarding a complaint of unlawful discrimination. This term is used synonymously with “Finding.”

Term	Definition
Dismissed Complaint	A complaint that has been closed by the Director due to the case being outside the jurisdiction of the Office of Human Rights, the lack of a prima facie case of discrimination, or because of a finding of no reasonable cause.
DPOR Liaison	Any activity related to assisting an individual with accessing the services of DPOR, such as providing support for the filing of a complaint through DPOR.
EEOC Liaison	Any activity related to a Navigation & Advocacy contact that involves assisting an individual with accessing the services of the EEOC, such as providing support for the filing of a complaint through the EEOC.
Finding	A decision made by the Director regarding whether there is cause to believe that a violation of the Charlottesville Human Rights Ordinance has occurred. This decision is based on the evidence presented in an investigative report regarding a complaint of unlawful discrimination. This term is used synonymously with “Determination.”
Further Action	Steps taken to address a complaint of discrimination that may include informal conciliation, mediation, and investigation. A complaint is approved for further action following a prima facie and jurisdiction assessment.
Housing Navigation	Any activity related to a Navigation & Advocacy contact that involves assisting individuals experiencing difficulty with matters related to housing. This may include facilitating dialogue with landlords, providing rent ledger assistance, handling potential evictions, accessing emergency housing resources, and more.
Incoming Contact	Any walk-ins, appointments, interactions in the community, phone calls, phone messages, text messages, emails, and postal mail from an individual seeking assistance from the Office of Human Rights or from a third-party entity.
Individual Follow-up	An incoming contact from an individual who has an open inquiry or complaint.
Informal Dialogue	A contact related to staff attempts to resolve a dispute that is related to a jurisdictional Complaint of employment, public accommodation, credit, or private education discrimination through the facilitation of meetings or other means not described as Conciliation or Mediation. Informal dialogue is currently not applicable to housing complaints.
Informal Resolution	A cause for the closure of a case indicating that an agreement has been reached through informal dialogue or other informal means.
Information	A contact in which staff answers questions of a general nature or provides information regarding services, events, or programs.

Term	Definition
Inquiry	An incoming contact requesting services provided to an individual by the Office of Human Rights <i>and/or</i> an individual allegation of discrimination that falls outside the jurisdiction of the office, as defined by the Charlottesville Human Rights Ordinance. Note, a non-jurisdictional allegation of discrimination will be documented as a Complaint and not an Inquiry if the individual submits a completed complaint form.
Intake Activity	A contact related to the provision of service following a Complaint or Inquiry including acquiring information to determine the type of service to be provided, setting appointments, and other services related to new requests for service.
Investigation	The formal process of gathering factual evidence regarding a complaint of discrimination. Fact gathering can include interviewing the Complainant, Respondent, and Witnesses. It may also include gathering other evidence such as documents, audio recordings, video footage, or physical evidence.
Investigation Activity	Any activity associated with the formal investigation of a complaint.
Jurisdiction	The geographic and legal scope of enforcement authority as defined by the Charlottesville Human Rights Ordinance.
Legal Aid Liaison	Any activity related to a Navigation & Advocacy contact that involves assisting individuals with accessing legal aid service organizations, including communicating on behalf of individuals or facilitating appointment set-up.
Mediation	A method of resolving a complaint of unlawful discrimination in which a third-party licensed mediator facilitates a formal dialogue and negotiation between the Complainant and Respondent. If mediation is successful, the resulting settlement agreement is a private, legally binding contract between the Complainant and Respondent that is enforceable through civil action in the appropriate court.
Mediation Activity	Any activity associated with the request for or coordination of mediation services in conjunction with a complaint.
Mental Health Navigation	Any activity related to a Navigation & Advocacy contact that involves assisting individuals with accessing mental health services, including facilitating appointments, communicating with mental health organizations on behalf of individuals, or attending therapy appointments.

Term	Definition
Navigation & Advocacy	A contact in which staff facilitates an individual's connection to external resources, assists with access to other agencies' services, or provides additional support that does not directly pertain to the filing and investigation of a complaint with the Office of Human Rights.
Non-jurisdictional	Indicates that a Complaint or Inquiry does not fall within the geographic and legal scope of enforcement authority as defined by the Charlottesville Human Rights Ordinance. Can be used as a reason for case closure.
Open Complaint	A complaint that is still being addressed by the Office of Human Rights.
Open Inquiry	An inquiry that is still being addressed by the Office of Human Rights.
Other Agency Liaison	Any activity related to a Navigation & Advocacy contact that involves assisting individuals with accessing services provided by a community organization not specifically listed and not affiliated with the City of Charlottesville.
Outgoing Contact	All service-related contacts initiated by Office of Human Rights staff.
Outreach Coordination	Any service related to community outreach regarding service provision, education & awareness, or facilitation & leadership.
Prima facie	A term used to define whether a complaint presents an actionable allegation of discrimination "on its face." In a prima facie case, the following criteria must be met: <ul style="list-style-type: none"> • Complainant was engaged in a protected activity. • Complainant either self-identifies or is perceived by Respondent to be a member of a protected class. • There is testimonial or documentary evidence of a practice or policy to exclude or otherwise adversely treat individuals in Complainant's protected class. • There are specific harms identified by Complainant as a result of the alleged discrimination.
Private Counsel	Used as a reason for Case or Inquiry closure to indicate that an individual chose to seek private legal counsel rather than further pursue the Complaint process through the Office of Human Rights.
Protected Activity	An activity of daily life in which a person who identifies as a member of a protected class can participate without fear of discrimination. The Charlottesville Human Rights Ordinance lists the following activities as protected: housing, employment, public accommodation, credit, and private education.

Term	Definition
Protected Class	<p>A grouping of people, as defined by state and federal law, of which an individual either self-identifies as a member or is perceived to be a member, that is protected from discrimination when an individual is participating in a protected activity. The Charlottesville Human Rights Ordinance lists the following classes as protected:</p> <ul style="list-style-type: none"> • Age/Elderliness • Childbirth or related medical conditions • Disability • Familial Status (in housing) • Gender Identity • Marital Status • National Origin • Pregnancy • Race • Religion • Sex • Sexual Orientation • Color • Source of Funds (in housing) • Status as a Veteran
Public Accommodation	<p>A protected activity relating to the use of public space or other services generally assumed to be available to the public. For example, patronage of a business, use of a park, ability to receive a vaccination at a pharmacy, etc.</p>
Public Hearing	<p>A service provided by the Human Rights Commission and coordinated by the Office of Human Rights, as specified by the Charlottesville Human Rights Ordinance, involving the recommendation of remedies related to either a determination of reasonable cause after the formal investigation of a complaint <i>or</i> a review of a determination of no probable cause for which a complainant seeks an appeal.</p>
Referral	<p>A recommendation made by OHR staff for an individual to contact another agency in order to address a concern raised during an individual contact with the Office of Human Rights.</p>
Respondent	<p>An individual, group of individuals, or agency that is named by the complainant in a formal complaint of unlawful discrimination as responsible for a discriminatory act against the complainant.</p>
Safe Space	<p>Any activity related to a Navigation & Advocacy contact that involves the provision of a safe and comfortable space to an individual experiencing a form of difficulty.</p>

Term	Definition
Settlement	Used as a reason for Case closure to indicate that a settlement was reached between the Complainant and Respondent meaning that further action by the Office of Human Rights Staff is not needed.
Staff Follow-up	An outgoing contact in which staff communicates with an individual who has previously contacted the Office.
Third-Party Incoming Contact	An incoming contact with a person other than the individual directly involved with an inquiry or complaint being discussed.
Third-Party Outgoing Contact	An outgoing contact with a person other than the individual directly involved with an inquiry or complaint being discussed. The person directly involved must give verbal or written consent for staff to initiate a third-party outgoing contact.
Translation Services	Any activity related to a Navigation & Advocacy contact that involves assisting individuals with language access, including translating documents or facilitating communication across a language barrier.
Unlawful Discrimination	The denial of a person's opportunity to engage in a protected activity, on the basis of their membership or perceived membership in a protected class.
Withdrawal	A reason for complaint closure indicating that an individual has chosen to rescind their complaint and halt further action on behalf of Office of Human Rights Staff.

9.2. OHR CY2023 Individual Service Data

Measures	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTALS
Open office days in the month	20	19	22	20	22	21	20	23	20	22	19	19	247
Total Incoming & Outgoing Contacts	261	178	222	285	640	391	234	182	295	171	106	116	3081
Total Incoming Contacts	198	117	148	215	429	253	149	118	183	102	66	82	2060
Average Incoming & Outgoing Contacts/Day	13	9	10	14	29	19	12	8	15	8	6	6	12
Average Incoming Contacts/Day	10	6	7	11	20	12	7	5	9	5	3	4	8
Total Unique Individuals Served (rough count due to some anonymous contacts)													288
Contacts in Spanish	2	11	6	2	0	2	1	4	1	1	6	4	40
Total Staff Follow-ups (Outgoing)	23	32	29	28	64	64	27	21	26	43	22	25	404
Total Third-Party Contacts (Outgoing)	40	29	45	42	147	74	58	43	86	26	18	9	617
Total Individual Follow-ups (Incoming)	130	51	83	129	211	152	49	38	49	48	32	53	1025
Total Third-Party Contacts (Incoming)	50	32	49	65	201	90	88	64	117	30	16	12	814
Total Inquiries (Incoming)	18	30	15	21	17	11	12	16	17	22	18	17	214
Total Complaints (Incoming)	0	4	1	0	0	0	0	0	0	2	0	0	7
Total Duration of all Incoming and Outgoing Contacts	64.41	42.80	52.77	54.71	114.55	57.40	30.47	25.48	38.33	28.27	15.83	16.41	541.43
Total Duration of Conciliation Activity Contacts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Duration of Informal Dialogue Contacts	0.00	0.08	0.00	0.00	0.00	0.00	0.08	0.00	0.00	0.00	0.08	0.00	0.24
Total Duration of Information Contacts	2.52	0.64	3.38	3.04	1.22	3.57	2.33	5.46	1.77	1.60	2.82	2.00	30.35
Total Duration of Intake Activity Contacts	6.60	9.23	6.60	7.07	13.23	5.95	2.94	4.11	6.03	9.14	4.02	7.40	82.32
Total Duration of Investigation Activity Contacts	1.65	1.73	0.75	1.74	0.56	0.24	1.39	1.58	0.82	0.50	0.00	0.00	10.96
Total Duration of Mediation Activity Contacts	4.08	0.91	0.25	0.65	1.40	4.29	0.41	0.40	0.08	0.00	0.00	0.00	12.47
Total Duration of Case Administration Contacts	0.00	0.00	0.00	0.00	0.00	0.56	3.75	3.08	2.79	1.72	0.24	3.25	15.39
Total Duration of Navigation & Advocacy Contacts (All Staff)	49.56	30.21	41.79	42.21	98.14	42.79	19.57	10.85	26.84	15.31	8.67	3.76	389.70
Total Duration of Navigation & Advocacy Contacts (TN)	24.83	24.72	32.40	20.50	72.26	20.17	16.47	7.05	15.63	6.48	3.79	1.65	245.95
Total Duration of Navigation & Advocacy Contacts (VM)	24.07	5.41	9.39	19.18	13.04	6.34	0.00	0.16	0.08	0.00	0.00	0.00	77.67
Total Duration of Navigation & Advocacy Contacts (TN & VM)	0.25	0.00	0.00	0.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.33
Total Duration of Navigation & Advocacy Contacts (CC)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Duration of Navigation & Advocacy Contacts (TN & CC)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Duration of Navigation & Advocacy Contacts (LG)	0.08	0.08	0.00	0.08	0.00	0.00	0.00	0.00	0.08	0.16	0.08	0.00	0.56
Total Duration of Navigation & Advocacy Contacts (SK)	0.00	0.00	0.00	1.87	9.84	14.95	3.10	3.64	11.05	8.34	4.14	2.11	59.04
Total Duration of Navigation & Advocacy Contacts (GH)	0.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.33
Total Duration of Navigation & Advocacy Contacts (TN & SK)	0.00	0.00	0.00	0.50	3.00	1.33	0.00	0.00	0.00	0.33	0.66	0.00	5.82
Duration N&A Contacts (All Staff) out of Duration of All Contacts (%)	77%	71%	79%	77%	86%	75%	64%	43%	70%	54%	55%	23%	72%
Total Duration of N&A Application Assistance Contacts	0.00	0.00	0.00	0.00	0.58	0.08	0.00	0.00	0.00	0.00	0.00	0.00	0.66
Total Duration of N&A AG OCR Liaison Contacts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Duration of N&A City Agency Liaison Contacts	1.98	0.00	0.00	0.00	0.65	0.74	2.44	0.08	5.87	5.86	0.50	0.00	18.12
Total Duration of N&A Clerical Support Contacts	0.00	0.00	0.00	0.00	2.16	1.47	0.25	0.00	0.50	0.75	0.00	0.08	5.21
Total Duration of N&A CRHA Liaison Contacts	0.65	3.15	3.57	9.17	5.19	0.98	1.40	3.22	3.84	1.49	0.08	0.25	32.99
Total Duration of N&A Crisis Response Contacts	0.00	0.00	0.00	0.00	8.27	0.25	0.00	0.00	0.00	0.00	0.00	0.00	8.52
Total Duration of N&A DPOR Liaison Contacts	0.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.40
Total Duration of N&A EEOC Liaison Contacts	1.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.25

Measures	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTALS
Total Duration of N&A Housing Navigation Contacts	28.54	19.61	23.36	31.48	62.67	13.99	3.04	4.22	3.48	3.14	1.40	0.16	195.09
Total Duration of N&A Legal Aid Liaison Contacts	1.82	0.49	1.58	0.00	1.22	8.06	10.25	0.33	3.37	2.22	0.91	1.49	31.74
Total Duration of N&A Mental Health Navigation Contacts	5.74	3.16	5.25	3.07	10.59	4.35	0.80	0.49	0.08	0.00	0.91	0.08	34.52
Total Duration of N&A Other Agency Liaison Contacts	0.74	1.53	3.33	8.80	9.61	0.40	1.61	2.78	5.43	2.97	3.23	1.13	41.56
Total Duration of N&A Other Contacts	14.67	5.42	13.68	9.42	8.04	5.75	3.03	1.39	4.68	1.05	0.56	0.16	67.85
Total Duration of N&A Translation Services Contacts	0.00	0.00	0.00	1.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.25
Total Duration of N&A Safe Space Contacts	0.00	0.00	0.00	0.00	23.50	11.25	0.00	0.00	0.00	0.00	0.25	0.25	35.25
Total Incoming & Outgoing Navigation & Advocacy Contacts	172	113	152	212	565	262	145	56	223	87	44	28	2059
Total Incoming & Outgoing Navigation & Advocacy Contacts (VM)	62	32	44	73	19	31	0	2	1	0	0	0	264
Total Incoming & Outgoing Navigation & Advocacy Contacts (TN)	106	80	108	119	476	167	121	40	163	38	18	8	1444
Total Incoming & Outgoing Navigation & Advocacy Contacts (LG)	1	1	0	1	0	0	0	0	1	2	1	0	7
Total Incoming & Outgoing Navigation & Advocacy Contacts (GH)	2	0	0	0	0	0	0	0	0	0	0	0	2
Total Incoming & Outgoing Navigation & Advocacy Contacts (SK)	0	0	0	17	69	60	24	14	58	45	22	20	329
Total Incoming & Outgoing Navigation & Advocacy Contacts (CC)	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Incoming & Outgoing Navigation & Advocacy Contacts (TN & SK)	0	0	0	1	1	4	0	0	0	2	3	0	11
Total Incoming & Outgoing Navigation & Advocacy Contacts (TN & CC)	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Incoming & Outgoing Navigation & Advocacy Contacts (TN & VM)	1	0	0	1	0	0	0	0	0	0	0	0	2
Percentage: Navigation & Advocacy out of Total Contacts	66%	63%	68%	74%	88%	67%	62%	31%	76%	51%	42%	24%	67%
Total N&A Application Assistance Contacts	0	0	0	0	2	1	0	0	0	0	0	0	3
Total N&A AG OCR Liaison Contacts	0	1	0	0	1	0	3	3	2	2	5	2	19
Total N&A City Agency Liaison Contacts	8	0	0	0	6	5	19	1	46	30	2	0	117
Total N&A Clerical Support Contacts	0	0	0	0	7	12	1	0	1	2	0	1	24
Total N&A CRHA Liaison Contacts	6	7	7	34	28	7	13	10	48	5	1	1	167
Total N&A Crisis Response Contacts	0	0	0	0	25	1	0	0	0	0	0	0	26
Total N&A DPOR Liaison Contacts	5	0	0	0	0	0	0	0	0	0	0	0	5
Total N&A EEOC Liaison Contacts	2	0	0	0	0	0	0	0	0	0	0	0	2
Total N&A Housing Navigation Contacts	95	59	99	144	429	98	16	12	34	14	9	2	1011
Total N&A Legal Aid Liaison Contacts	7	4	3	0	11	63	59	2	20	12	5	6	192
Total N&A Mental Health Navigation Contacts	11	3	9	7	37	25	10	4	1	0	4	1	112
Total N&A Other Agency Liaison Contacts	7	3	15	46	109	25	9	4	3	1	4	1	227
Total N&A Other Contacts	45	30	45	61	67	57	20	10	50	11	7	2	405
Total N&A Translation Services Contacts	0	0	0	1	0	0	0	0	0	0	0	0	1
Total N&A Safe Space Contacts	0	0	0	0	4	12	0	0	0	0	1	1	18
Total Inquiries: P.A. - Employment	2	6	4	5	5	4	5	3	0	4	7	3	48
Total Inquiries: P.A. - Housing	9	12	7	7	5	0	2	6	11	4	4	4	71
Total Inquiries: P.A. - Public Accommodation	0	2	0	0	3	0	2	4	0	1	1	0	13
Total Inquiries: P.A. - Credit	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Inquiries: P.A. - Private Education	0	0	0	0	0	0	0	0	0	0	0	1	1
Total Inquiries: P.A. - Other (Unprotected)	7	10	4	9	4	7	3	3	6	13	6	9	81
Total Complaints: P.A. - Employment	0	2	0	0	0	0	0	0	0	0	0	0	2
Total Complaints: P.A. - Housing	0	2	1	0	0	0	0	0	0	1	0	0	4
Total Complaints: P.A. - Public Accommodation	0	0	0	0	0	0	0	0	0	1	0	0	1

Measures	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTALS
Total Complaints: P.A. - Credit	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Complaints: P.A. - Private Education	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Complaints: P.A. - Other (Unprotected)	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Employment Inquiries & Complaints	2	8	4	5	5	4	5	3	0	4	7	3	50
Employment inquiries & complaints in Charlottesville	2	4	3	1	1	2	1	2	0	1	2	2	21
Employment inquiries in Albemarle Co.	0	2	1	1	3	0	3	0	0	0	2	1	13
Employment inquiries in other and unspecified localities	0	2	0	3	1	2	1	1	0	3	3	0	16
Total Housing Inquiries & Complaints	9	14	8	7	5	0	2	6	11	5	4	4	75
Housing inquiries & complaints in Charlottesville	5	8	4	3	3	0	0	3	10	3	4	3	46
Housing inquiries in Albemarle Co.	1	3	1	1	2	0	0	1	0	1	0	1	11
Housing inquiries in other and unspecified localities	3	3	2	3	0	0	2	2	1	0	0	0	16
Total Public Accommodation Inquiries & Complaints	0	2	0	0	3	0	2	4	0	2	1	0	14
Public accommodation inquiries & complaints in Charlottesville	0	1	0	0	2	0	0	1	0	1	0	0	5
Public accommodation inquiries in Albemarle Co.	0	1	0	0	1	0	1	1	0	1	0	0	5
Public accommodation inquiries in other and unspecified localities	0	0	0	0	0	0	1	2	0	0	1	0	4
Total Credit Inquiries & Complaints	0	0	0	0	0	0	0	0	0	0	0	0	0
Credit inquiries & complaints in Charlottesville	0	1	0	0	2	0	0	1	0	1	0	0	5
Credit inquiries in Albemarle Co.	0	0	0	0	0	0	0	0	0	0	0	0	0
Credit inquiries in other and unspecified localities	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Private Education Inquiries & Complaints	0	0	0	0	0	0	0	0	0	0	0	1	1
Private education inquiries & complaints in Charlottesville	0	1	0	0	2	0	0	1	0	1	0	0	5
Private education inquiries in Albemarle Co.	0	0	0	0	0	0	0	0	0	0	0	0	0
Private education inquiries in other and unspecified localities	0	0	0	0	0	0	0	0	0	0	0	1	1
Total Other (Unprotected) Inquiries & Complaints	7	10	4	9	4	7	3	3	6	13	6	9	81
Other (Unprotected) inquiries & complaints in Charlottesville	2	3	2	4	3	1	0	2	3	4	2	5	31
Other (Unprotected) inquiries in Albemarle Co.	1	1	0	1	0	2	2	0	0	1	0	0	8
Other (Unprotected) inquiries in other and unspecified localities	4	6	2	4	1	4	1	1	3	8	4	4	42
Total Inquiries & Complaints in Charlottesville	9	16	9	8	9	3	1	8	13	9	8	10	103
Total Inquiries in Charlottesville	9	12	9	8	9	3	1	8	13	8	8	10	98
Total Complaints in Charlottesville	0	4	0	0	0	0	0	0	0	1	0	0	5
Total Inquiries & Complaints in Albemarle	2	7	3	3	6	2	6	2	0	4	2	2	39
Total Inquiries in Albemarle	2	7	2	3	6	2	6	2	0	3	2	2	37
Total Inquiries & Complaints in other and unspecified localities	7	11	4	10	2	6	5	6	4	11	8	5	79
Total Inquiries in other and unspecified localities	7	11	4	10	2	6	5	6	4	11	8	5	79
Total I&C: P.C. - Age	0	0	1	0	0	1	0	0	0	0	0	0	2
Total I&C: P.C. - Elderliness (Housing)	0	1	0	1	0	0	0	1	0	1	0	0	4
Total I&C: P.C. - Disability	2	5	5	1	1	0	0	1	0	2	2	1	20
Total I&C: P.C. - Marital Status	0	0	0	0	0	0	0	0	0	0	0	0	0
Total I&C: P.C. - National Origin	0	5	0	0	2	0	1	1	2	0	2	0	13
Total I&C: P.C. - Pregnancy	0	0	0	0	0	0	0	0	0	1	0	0	1
Total I&C: P.C. - Childbirth or Related Medical Conditions	0	0	0	0	0	0	0	0	0	0	0	0	0
Total I&C: P.C. - Familial Status (Housing)	0	1	0	0	0	0	0	0	0	0	0	0	1

Measures	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTALS
Total I&C: P.C. - Race	1	3	1	1	1	0	2	1	0	0	1	0	11
Total I&C: P.C. - Color	0	1	0	1	0	0	2	1	0	1	0	1	7
Total I&C: P.C. - Religion	0	1	0	0	0	0	0	0	0	0	0	0	1
Total I&C: P.C. - Sex	0	1	0	0	0	0	0	0	0	2	0	0	3
Total I&C: P.C. - Gender Identity	1	0	0	1	1	0	0	0	0	0	0	0	3
Total I&C: P.C. - Sexual Orientation	0	0	0	0	0	0	0	0	0	0	0	1	1
Total I&C: P.C. - Source of Funds (Housing)	1	0	0	0	0	0	0	0	0	1	0	0	2
Total I&C: P.C. - Military Status	0	0	0	0	0	0	0	0	0	0	0	0	0
Total I&C: P.C. - Not specified	8	17	8	17	12	10	6	6	5	14	13	10	126
Total I&C: P.C. - Other (Unprotected)	5	2	3	1	0	0	2	5	10	3	0	4	35
Total Contacts resulting in Referrals	6	5	4	14	7	6	7	8	9	7	7	3	83
Referrals to AG OCR	0	1	0	3	4	1	4	4	0	3	2	1	23
Referrals to AIM	0	0	0	0	0	0	0	0	0	0	0	0	0
Referrals to APS	0	0	0	0	0	0	0	0	0	0	0	0	0
Referrals to CPD	0	0	0	0	0	0	0	0	0	0	1	0	1
Referrals to CPS	1	0	0	0	0	0	0	0	0	0	0	0	1
Referrals to CRHA	0	0	0	3	0	1	0	0	1	0	1	0	6
Referrals to CVLAS	2	0	1	1	2	1	2	2	4	1	1	0	17
Referrals to DARS	1	0	0	0	0	0	0	0	0	0	0	0	1
Referrals to DBHDS	0	0	0	0	0	0	0	0	0	0	0	0	0
Referrals to DLC	0	1	0	0	0	0	0	0	0	0	0	0	1
Referrals to DOJ	0	0	0	0	0	0	0	0	0	0	0	0	0
Referrals to DJC	1	0	0	0	0	0	0	0	0	0	1	0	2
Referrals to DPOR	0	0	1	0	0	0	0	0	0	0	0	0	1
Referrals to EEOC	0	0	0	1	0	0	1	0	0	0	1	0	3
Referrals to FIC	1	0	0	0	0	0	0	0	0	0	0	0	1
Referrals to H2H	0	0	0	0	0	0	0	0	0	0	0	0	0
Referrals to HIL	1	0	0	6	0	0	0	1	0	0	1	0	9
Referrals to PHA FOC	1	0	0	0	0	0	0	0	0	0	0	0	1
Referrals to DHS	0	0	0	0	0	0	0	0	1	0	0	0	1
Referrals to IP	0	0	0	0	0	0	0	0	0	0	0	0	0
Referrals to LAJC	3	2	1	1	2	4	2	1	2	2	1	2	23
Referrals to N2Work	0	0	0	0	0	0	0	0	0	0	0	0	0
Referrals to PHA	0	0	0	0	0	0	0	0	0	0	0	0	0
Referrals to Ready Kids	0	0	0	0	0	0	0	0	0	0	0	0	0
Referrals to R10	0	0	0	0	0	0	0	0	0	0	0	0	0
Referrals to CRL	3	1	1	4	1	0	0	0	0	1	0	0	11
Referrals to SARA	0	0	0	0	1	0	0	0	0	0	0	0	1
Referrals to SHE	0	0	0	0	0	0	0	0	0	0	0	0	0
Referrals to SB	0	0	0	0	0	0	0	0	1	0	0	0	1
Referrals to UVA WC	0	0	0	0	0	0	0	0	0	0	0	0	0
Referrals to Other	0	0	0	0	0	0	0	0	0	0	0	0	0

Measures	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTALS
Total Contacts related to Community/Systemic Issue	5	4	0	7	1	0	0	0	0	0	0	1	18
Related to CRHA	2	3	0	6	1	0	0	0	0	0	0	1	13
Related to PHA	0	0	0	0	0	0	0	0	0	0	0	0	0
Related to The Haven	1	0	0	0	0	0	0	0	0	0	0	0	1
Related to Salvation Army	0	0	0	0	0	0	0	0	0	0	0	0	0
Related to VEC	2	0	0	1	0	0	0	0	0	0	0	0	3
Related to ACOH	0	1	0	0	0	0	0	0	0	0	0	0	1
Total Employment Complaints: P.C. - Age	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Employment Complaints: P.C. - Disability	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Employment Complaints: P.C. - Marital Status	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Employment Complaints: P.C. - National Origin	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Employment Complaints: P.C. - Pregnancy	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Employment Complaints: P.C. - Childbirth or R.M.C.	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Employment Complaints: P.C. - Race	0	1	0	0	0	0	0	0	0	0	0	0	1
Total Employment Complaints: P.C. - Color	0	1	0	0	0	0	0	0	0	0	0	0	1
Total Employment Complaints: P.C. - Religion	0	1	0	0	0	0	0	0	0	0	0	0	1
Total Employment Complaints: P.C. - Sex	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Employment Complaints: P.C. - Gender Identity	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Employment Complaints: P.C. - Sexual Orientation	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Employment Complaints: P.C. - Military Status	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Employment Complaints: P.C. - Not specified	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Employment Complaints: P.C. - Other (Unprotected)	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Housing Complaints: P.C. - Elderliness	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Housing Complaints: P.C. - Disability	0	0	1	0	0	0	0	0	0	0	0	0	1
Total Housing Complaints: P.C. - National Origin	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Housing Complaints: P.C. - Pregnancy	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Housing Complaints: P.C. - Childbirth or R.M.C.	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Housing Complaints: P.C. - Race	0	1	0	0	0	0	0	0	0	0	0	0	1
Total Housing Complaints: P.C. - Color	0	0	0	0	0	0	0	0	0	1	0	0	1
Total Housing Complaints: P.C. - Religion	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Housing Complaints: P.C. - Sex	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Housing Complaints: P.C. - Gender Identity	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Housing Complaints: P.C. - Sexual Orientation	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Housing Complaints: P.C. - Source of Funds	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Housing Complaints: P.C. - Military Status	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Housing Complaints: P.C. - Not specified	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Housing Complaints: P.C. - Other (Unprotected)	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Pub. Accom. Comp.: P.C. - Age	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Pub. Accom. Comp.: P.C. - Disability	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Pub. Accom. Comp.: P.C. - Marital Status	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Pub. Accom. Comp.: P.C. - National Origin	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Pub. Accom. Comp.: P.C. - Pregnancy	0	0	0	0	0	0	0	0	0	0	0	0	0

Measures	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTALS
Total Pub. Accom. Comp.: P.C. - Childbirth or R.M.C.	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Pub. Accom. Comp.: P.C. - Race	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Pub. Accom. Comp.: P.C. - Color	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Pub. Accom. Comp.: P.C. - Religion	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Pub. Accom. Comp.: P.C. - Sex	0	0	0	0	0	0	0	0	0	1	0	0	1
Total Pub. Accom. Comp.: P.C. - Gender Identity	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Pub. Accom. Comp.: P.C. - Sexual Orientation	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Pub. Accom. Comp.: P.C. - Military Status	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Pub. Accom. Comp.: P.C. - Not specified	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Pub. Accom. Comp.: P.C. - Other (Unprotected)	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Open Inquiries	0	0	0	0	0	0	0	0	1	0	0	4	5
Total Closed Inquiries	18	30	15	21	17	11	12	16	16	22	18	12	208
Total Open Complaints	0	1	0	0	0	0	0	0	0	1	0	0	2
Total Closed Complaints	0	3	1	0	0	0	0	0	0	1	0	0	5
Reason for Complaint Closure: Conciliation	0	0	0	0	0	0	0	0	0	0	0	0	0
Reason for Complaint Closure: Court Action	0	0	0	0	0	0	0	0	0	0	0	0	0
Reason for Complaint Closure: Informal Resolution	0	0	0	0	0	0	0	0	0	0	0	0	0
Reason for Complaint Closure: No Response	0	1	0	0	0	0	0	0	0	0	0	0	1
Reason for Complaint Closure: Non-jurisdictional	0	0	1	0	0	0	0	0	0	1	0	0	2
Reason for Complaint Closure: Private Counsel	0	0	0	0	0	0	0	0	0	0	0	0	0
Reason for Complaint Closure: Referred Case	0	0	0	0	0	0	0	0	0	0	0	0	0
Reason for Complaint Closure: Settlement	0	2	0	0	0	0	0	0	0	0	0	0	2
Reason for Complaint Closure: Withdrawal	0	0	0	0	0	0	0	0	0	0	0	0	0
Reason for Inquiry Closure: Informal Resolution	0	0	1	0	0	0	0	0	0	0	1	0	2
Reason for Inquiry Closure: Navigation Only	12	21	12	17	16	8	10	12	14	16	12	5	155
Reason for Inquiry Closure: No Response	6	9	2	3	1	3	2	1	2	5	3	7	44
Reason for Inquiry Closure: Referral	0	0	0	1	0	0	0	3	0	1	2	0	7
Reason for Inquiry Closure: Complaint Filed	0	0	0	0	0	0	0	0	0	0	0	0	0
Primary Service: Case Administration	0	0	0	0	0	7	28	30	16	13	3	27	124
Primary Service: Conciliation Activity	0	0	0	0	0	0	0	0	0	0	0	0	0
Primary Service: Informal Dialogue	0	1	0	0	0	0	1	0	0	0	1	0	3
Primary Service: Information	21	8	38	21	11	33	27	63	20	20	30	25	317
Primary Service: Intake Activity	29	44	29	40	48	46	21	25	29	49	28	36	424
Primary Service: Investigation Activity	8	8	2	6	7	3	9	3	6	2	0	0	54
Primary Service: Mediation Activity	31	4	1	6	9	40	3	5	1	0	0	0	100
Primary Service: Navigation & Advocacy	172	113	152	212	565	262	145	56	223	87	44	28	2059

9.3. OHR CY2023 Community Outreach Data

Measures	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTALS
<i>Open office days in the month</i>	22	20	21	22	23	20	22	22	20	23	19	18	252
<i>Total service provision events</i>	0	1	1	4	1	1	5	5	7	2	3	3	33
<i>Total education & awareness events</i>	2	0	1	0	0	0	2	2	1	0	1	0	9
<i>Total collaboration & leadership events</i>	10	16	17	8	3	11	18	12	17	14	11	8	145
<i>Total outreach activities</i>	12	17	19	12	4	12	25	19	25	16	15	11	187
<i>Total unique primary collaborators</i>	<i>No monthly count only total count</i>												41
<i>Total collaborative activities</i>	12	17	19	12	4	12	24	19	24	16	15	9	183
<i>Total attendees at service provision events</i>	0	10	0	23	10	10	7	140	108	10	31	41	390
<i>Total attendees at education & awareness events</i>	0	0	5	0	0	0	0	6	43	0	0	0	54

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



Agenda Date:	June 3, 2024
Action Required:	Adoption of the CAT Transit Strategic Plan at June 17, 2024 Meeting
Presenter:	Garland Williams, Director of Transit
Staff Contacts:	Garland Williams, Director of Transit Ben Chambers, Transportation Planning Manager
Title:	Charlottesville Area Transit Strategic Plan

Background

Transit service in Charlottesville is a critical component for providing mobility and access throughout the community so it is important that there is course charted for how Charlottesville Area Transit will adapt and expand to accommodate increasing travel demands in the region. Conducting this planning is also a state requirement that CAT must fulfill in order to access state and federal dollars for transit operations. This required document, called a Transit Strategic Plan (TSP), meets guidelines developed by the Commonwealth Transportation Board and is overseen by the Virginia Department of Rail and Public Transportation (DRPT). The TSP serves as a strategic blueprint for service planning, operations, and capital needs (including new bus purchases, technology upgrades, and customer amenities). The TSP replaces CAT previous state-approved planning document, the Transit Development Plan, from 2018, and provides a snapshot of the current plans for CAT over the next 10 years. The TSP is a non-binding document that is meant to be regularly updated and flexible but provides DRPT with a forecast of currently anticipated changes. As discussions about transit in the region continue, CAT will be able to provide annual updates to DRPT on how that forecast has changed over the next five years, when the next cycle of major TSP updates will be required.

Planning for CAT's TSP began in early 2023 and aimed to synthesize public feedback on transit service with recommendations from recent planning efforts by CAT and the Thomas Jefferson Planning District Commission. The first round of outreach occurred in the Spring and Summer 2023 and included public survey, pop-up events, stakeholder workshops, and interviews with bus operators and supervisors. Outreach has continued over the past month in May 2024, with briefings to the Regional Transit Partnership and TSP stakeholder group, virtual public meetings, and a print and digital promotion campaign.

The planned improvements in the CAT TSP were drawn from recent transit planning efforts in the region, including CAT's 2021 System Optimization Plan and the 2022 Regional Transit Vision Plan developed by TJPDC. There are over 40 service improvements from these plans that were included in the CAT TSP. This set of improvements is fiscally constrained by projected revenues and expenditures and phased in over the short-, medium-, and long-term. The TSP also includes a set of "unconstrained" projects and additional recommendations for future study. The improvements, while

fiscally constrained, do anticipate a significant increase in operational funding.

To meet the requirements of DRPT, the City will need to submit an adopted TSP by June 30, 2024.

The draft Transit Strategic Plan may be viewed at the following web page:

<https://www.charlottesville.gov/1666/Transit-Strategic-Plan-TSP>.

Discussion

CAT and City staff, with consultant support, will provide an overview presentation on the CAT TSP during the June 3rd work session. The adoption of the TSP to fulfill CAT's planning requirements to DRPT will be before Council at the June 17th meeting.

Alignment with City Council's Vision and Strategic Plan

This planning effort supports the Comprehensive Plan's goal of "supporting a robust and convenient transit system that increases local and regional mobility and provides a reliable and efficient travel option for Charlottesville's residents, workers, and visitors" and continues the work of the strategies identified in the Comprehensive Plan to develop the Regional Transit Vision Plan, ensure financial accessibility to transit service for all residents, and providing opportunities for public input into the transit planning process.

Community Engagement

The first round of public engagement for the CAT TSP occurred in the Spring and Summer 2023. The second round of public engagement occurred during May 2024.

Budgetary Impact

There is no direct impact to the General Fund from the adoption of the plan. Implementation of planned improvements will require additional funds, which will be a mix of local, state, and federal sources, and Council will be asked to commit local funding for these improvements at a later date.

Recommendation

Adoption of the CAT Transit Strategic Plan (at the June 17th meeting)

Alternatives

Council may request changes to the TSP over the next two weeks, but ultimately will need to adopt the TSP prior to the June 30th deadline.

Attachments

None

CITY OF CHARLOTTESVILLE



MAYORAL RECOGNITION

H.E.R. Sports

WHEREAS H.E.R. SPORTS, founded by Jessica Carter, CEO, is a program that uses sports as a blueprint for girls to succeed in life, with a mission to provide a holistic experience that will create positive youth development and overall health and wellness; and

WHEREAS girls drop out of sports at a rate two times that of boys by age 14; by the age of 17, more than half will quit playing sports altogether, and 56% of girls do not participate in sports; and

WHEREAS female athletes often must work harder to gain respect, to gain interest and to gain support and media exposure; and

WHEREAS H.E.R. SPORTS seeks to overcome obstacles and break down barriers such as gender stereotypes, high costs, lack of access, lack of social life, lack of female coaches, balancing academics, body image and lack of confidence; and

WHEREAS H.E.R. SPORTS is grounded on the core values of HUSTLE: **H**ealth is wealth, **U**nity is community, **S**trive for excellence, **T**rust the process, **L**ead the next, and **E**arn respect; and

WHEREAS H.E.R. SPORTS recently held an awards ceremony to acknowledge the accomplishments of local female athletes and coaches in Charlottesville and surrounding counties through community nominations and voting;

NOW, THEREFORE, I, Juandiego Wade, Mayor for the City of Charlottesville, Virginia, hereby recognize the H.E.R. Sports program for their efforts to uplift an underserved population and for their significant contribution to culture in the Charlottesville community.

Signed and sealed the 3rd day of June 2024.

Juandiego R. Wade, Mayor

Attest:

Kyna Thomas, Clerk of Council

CITY OF CHARLOTTESVILLE



PROCLAMATION

GUN VIOLENCE AWARENESS DAY JUNE 7, 2024

WHEREAS every day more than 120 Americans are killed by gun violence and more than 200 are shot and wounded, with an average of more than 18,000 gun homicides every year; and Americans are 26 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS Virginia has 1121 gun deaths every year, with a rate of 12.8 deaths per 100,000 people, a crisis that costs the state \$14.2 billion each year, of which \$288.3 million is paid by taxpayers. Virginia has the 36th highest rate of gun deaths in the US; and

WHEREAS gun homicides and assaults are concentrated in cities, with more than half of all firearm-related gun deaths in the nation occurring in 127 cities; and cities across the nation, including Charlottesville, are working to end the senseless violence with evidence-based solutions; and

WHEREAS support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns out of the wrong hands, recognizing the increase in homicides and other violence involving firearms, and increased calls to domestic violence hotlines; and

WHEREAS, in January 2013, 15-year-old Hadiya Pendleton was tragically shot and killed in Chicago; and on June 7, 2024, to recognize the 27th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to the memory of Hadiya Pendleton, other victims of gun violence, and the loved ones of those victims; and

WHEREAS the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; choosing this color because hunters wear orange to announce themselves to other hunters when out in the woods, and orange is a color that symbolizes the value of human life; and

WHEREAS anyone can join this campaign by pledging to wear orange on June 7th, the first Friday in June 2024, to help raise awareness about gun violence; and

WHEREAS we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands while supporting responsible gun ownership to help keep our families and communities safe;

NOW, THEREFORE BE IT RESOLVED, that the Charlottesville City Council declares **June 7, 2024**, to be **Gun Violence Awareness Day** in the City of Charlottesville to honor and remember all victims and survivors of gun violence and to declare that we as a city must do more to reduce gun violence. We encourage all Charlottesville residents to support local efforts to prevent gun violence and to honor and value human lives.

Signed and sealed this 3rd day of June 2024.

CITY OF CHARLOTTESVILLE



PROCLAMATION

Men's Health Month

WHEREAS despite advances in medical technology and research, men continue to live an average of five years less than women, with Native American and African-American men having the lowest life expectancy; and

WHEREAS educating the public and health care providers about the importance of a healthy lifestyle and early detection of male health problems will result in reducing rates of mortality from disease; and

WHEREAS men who are educated about the value of preventative health care can prolong their lifespan, improve their role as productive family members, serve as role models, and will be more likely to participate in health screenings; and

WHEREAS in the Commonwealth of Virginia, Men's Health Month will focus on a broad range of men's health issues, including heart disease, mental health, diabetes, and prostate, testicular and colon cancer; and

WHEREAS residents are encouraged to understand the importance of positive health attitudes and preventative health practices, while increasing awareness of the importance of a healthy lifestyle, regular exercise and medical check-ups;

NOW, THEREFORE, the Charlottesville City Council recognizes June 2024 as **MEN'S HEALTH MONTH** in the City of Charlottesville, and we call this observance to the attention of our residents.

CITY OF CHARLOTTESVILLE



PROCLAMATION

Pride Month June 2024

WHEREAS all human beings are born free and equal in dignity and rights; and

WHEREAS Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Asexual + (LGBTQIA+) individuals have had immeasurable impacts on the cultural, civic, and economic successes of our country, state, and city; and

WHEREAS the City of Charlottesville is committed to supporting visibility, dignity and equality for LGBTQIA+ people in our diverse community; and

WHEREAS the LGBTQIA+ community continues to be a target of violence, harassment, and discrimination and yet continues to thrive through the efforts of the community itself and through the support of LGBTQIA+ affirming agencies, and individual allies; and

WHEREAS support for LGBTQIA+ equality continues to grow, education and awareness remain vital to ending discrimination and prejudice against LGBTQIA+ people; and

WHEREAS because of the acts of courage of the millions of people who have come out and who have demanded justice, our Commonwealth and community have made great strides in recognizing that love is love and that no person should be judged by anything but the content of their character; and

WHEREAS celebrating Pride Month influences awareness and provides support and advocacy for Charlottesville's LGBTQIA+ community, and is an opportunity to act and engage in dialogue to strengthen alliances, build acceptance, and advance equal rights; and

WHEREAS there remains much work to do to extend equality throughout the Commonwealth and the nation,

NOW, THEREFORE BE IT RESOLVED that I, **Juandiego Wade**, Mayor of the City of Charlottesville, Virginia, hereby proclaim the month of June 2024 as Pride Month in support of the LGBTQIA+ community, and call upon all Charlottesville residents to embrace the principle of gender equality and to work to eliminate prejudice everywhere it exists.

Signed and dated this 3rd day of June 2024.

Juandiego R. Wade, Mayor

Attest: **Kyna Thomas, Clerk of Council**

Charlottesville City Council Meeting Minutes
Site visit to Champaign-Urbana, Illinois Mass Transit District (MTD)
May 16-18, 2024

On May 16, 2024, a delegation from Charlottesville and Albemarle traveled to Champaign-Urbana, Illinois, for a site visit and discussion with Champaign-Urbana Mass Transit District (MTD) personnel. MTD is the public transit provider for Champaign, Urbana, Savoy and on the campus of the University of Illinois, offering mobility options that include buses, rides for seniors, ADA Paratransit, and resources to encourage walkability, biking, and safety. Day one was a travel day.

On Saturday, May 17, the delegation met at 11:30 a.m. for a luncheon with Mr. Karl Gnadt, Managing Director and CEO of MTD, and members of his senior leadership team. The luncheon was hosted at Hyatt Place Champaign/Urbana. The purpose of the meeting was to have a conversation with MTD senior staff concerning their decision-making process for transitioning their fleet to alternative fuel vehicles.

Garland Williams, Director of Charlottesville Area Transit (CAT), opened the luncheon by stating the purpose and all participants introduced themselves. Three members of Charlottesville City Council were in attendance: Mayor Juandiego Wade and Councilors Michael Payne and Lloyd Snook. Other participants were:

- Kristel Riddervold, Charlottesville Director of Sustainability
- Barry Herring, Assistant Director of Transit for Finance and Grants Management at CAT
- Diantha McKeel, Chair of the Regional Transit Partnership and member of the Albemarle Board of Supervisors
- Ann Wall – Albemarle County Deputy Administrator
- Ben Chambers – Charlottesville Transportation Planning Manager
- Michael Newbill, CAT Assistant Director of Maintenance and Facilities
- Alex Pasqualone, CAT Marketing Coordinator
- Kimley-Horn consultants
- Staff from MTD
- Kyna Thomas, Chief of Staff/Clerk of Council

Mr. Gnadt provided a summary of MTD services, acknowledging that Champaign-Urbana is home to the University of Illinois, with service to 57,000 students plus faculty and staff by agreement. Similar to Charlottesville, they were negatively impacted by the Covid pandemic with the loss of ridership and employees. They provide 12 million rides per year with 118 buses, and their fleet is 100% low and zero emission.

Discussion topics included funding, ridership, relationship with the university, pros and cons of various bus and fuel types, fuel efficiency for different sized buses, repairs and maintenance, solar power, power redundancy and resiliency, liquid delivery, lack of future diesel engine availability, space planning for facilities, safety, marketing and education videos, pupil transportation, fuel storage and fueling logistics.

The group then rode a hydrogen-fueled bus to the MTD bus facility for a site tour and presentation, where Mr. Gnadt and team reviewed financial aspects of the fleet conversion project, infrastructure and scalability. The tour included the hydrogen production station, the fueling station with multiple fuel types in proximity, as well as the maintenance and storage facility. Discussion was held about future site expansion. Two types of buses in the fleet are the 60-foot New Flyer XHE bus and the 40-foot New Flyer XHE bus.

At the conclusion of the tour and presentation around 4:00 p.m., the delegation returned to the hotel and had an informal dinner at a restaurant, where no further public business was discussed.

May 18 was a travel day.

BY Order of City Council

BY Kyna Thomas, Clerk of Council

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



Agenda Date:	June 3, 2024
Action Required:	Approval of the 1-Year Annual Action Plan for Program Year 2024-25 for the City's Community Development Block Grants (CDBG) and HOME Investment Partnerships (HOME) programs and appropriation of associated funds in the approximate amount \$521,634
Presenter:	Anthony Warn, Grants Analyst, Alexander Ikefuna, Director, Office of Community Solutions
Staff Contacts:	Anthony Warn, Grants Analyst Laurie Jean Talun (TJPDC)
Title:	Approving the 2024-25 Annual Action Plan for CDBG and HOME Programs and appropriation of associated CDBG funds (approximately \$438,617) and associated HOME funds (approximately \$83,016) (2nd reading)

Background

The City of Charlottesville (the City) is an Entitlement Community (EC) as designated by the U.S. Department of Housing & Urban Development (HUD) and, as such, is the recipient of annual allocations of federal funds through the Community Development Block Grants (CDBG) and or HOME Investment Partnerships program(s). Charlottesville is the sole participant in the CDBG program and participates in the HOME program as an active member of the Thomas Jefferson Area HOME Consortium (TJAHC), a long-standing partnership between the City of Charlottesville and the Counties of Albemarle, Fluvanna, Greene, Louisa & Nelson.

Over the years, the City has used the funding it receives through these programs to invest in community organizations working to address a broad range of community needs, including economic development, housing, social programs and improvements to public facilities and infrastructure, among others, all with the goal of nurturing a Charlottesville in which every member of our community has the opportunity to thrive.

In order to maintain eligibility for receipt of these funds, the City and its partner in this work, the Thomas Jefferson Planning District Commission (TJPDC), are required to develop 5-year Consolidated Plans and subsequent Annual Action Plans that support activities designed to realize the goals outlined in the Consolidated Plans. The current Consolidated Plan covers the period from 2023 through 2027 and was approved by Council at a public hearing on May 1, 2023 (#R-23-065).

Discussion

Overview

For the upcoming 2024-25 program year, staff from the City's Office of Community Solutions (OCS) have worked closely with our colleagues at TJPDC to develop the draft Annual Action Plan presented here for review. In addition, the volunteer members of the City's CDBG/HOME Taskforce have carefully reviewed request for funding applications from numerous community organization and proposes funding activities designed to:

- Subsidize tuition for income-eligible city residents to participate in small business/microentrepreneur training programs;
- Support affordable housing (AH) preservation efforts through replacement of extremely aged and deteriorated roofs and energy-efficiency enhancements and associated home repairs for income-eligible homeowners;
- Improve the health and safety of residents in over 55 public housing units through training and educational opportunities;
- Foster economic development and self-sufficiency programs for residents of publicly supported housing, limited English proficient adults and for new Americans and other vulnerable populations to build their financial knowledge, skills & assets;
- Foster economic development for residents of local shelters transitioning out of homelessness by providing transportation services to and from employment opportunities when public transit is not a feasible option;
- Support residents of publicly subsidized housing at risk of displacement through financial assistance and educational opportunities;
- Expand new opportunities for; and
- Expand affordable housing ownership opportunities for income-eligible residents by providing downpayment assistance to prospective homebuyers and by providing direct financial assistance to support the development of new units of affordable housing.

To arrive at these recommendations, taskforce members carefully evaluated each request for funding received and, in the end, made difficult decisions about where to invest the limited CDBG & HOME funds available to support positive impacts in the lives of those low- and moderate-income residents at the heart of this work.

Applications Review

Specifically, the Taskforce reviewed a total of seventeen (17) requests for funding, fourteen (14) for funding through CDBG and three (3) through HOME.* Total new requests for funding for both programs amounted to \$1,224,986.00, whereas the City has just \$433,910.26 available to commit to activities for program year 2024-25 ($\Delta = \$791,075.74$). Additionally, new requests for funding for what HUD classifies as Public Service programs totaled \$272,986, whereas the City has just \$65,792 available to commit to activities for the upcoming program year ($\Delta = \$207,193$).

Conclusion

While never an easy task, the work of the Taskforce this year has been made more challenging by the fact that as of May 6, 2024, HUD had yet to release its official formula allocations for CDBG & HOME.** (By way of comparison, formula allocations are typically released sometime between late January through mid-March). In the absence of final allocation numbers to work with, the Taskforce based its CDBG & HOME funding recommendations on the allocations received in the previous program year and identified a precise percentage value for each new funding recommendation.** When HUD released the new 2024 allocation values after the conclusion of the Taskforce's work, the proposed funding recommendations were recalculated using the previously established percentage values and the final funding agreements with subrecipients will reflect the amounts outlined in the Summary of Funding Recommendations document (see attached).

And while the members of the CDBG/HOME Taskforce would have liked to have been in the position of being able to fund each applicant in full, the funding recommendations outlined in the Annual Action Plan represent the Taskforce's studied efforts to invest the limited funds available to them to maximize the positive impacts for our community and those residents at the heart of this work.

* PDF copies of the applications received are available online by following the 'CDBG & HOME Applications' link at <https://www.charlottesville.gov/678/CDBG-HOME-Programs>

** HUD finally released preliminary allocation numbers for CDBG and HOME programs on May 7, 2024, indicating that for program year 2024-25 the City can expect to receive approximately \$438,617 for CDBG and the HOME Consortium can expect to receive approximately \$651,111. These new allocations represent an increase of \$28,149 increase for CDBG (or +6.86%) but a dramatic reduction of \$134,175 for HOME (or -17.09%).

*** To ensure accuracy, percentage values for recommended awards have been calculated to at least the hundred millionths, even though the attached recommendation summary only shows to the hundredths place.

Alignment with City Council's Vision and Strategic Plan

The proposed action plan was developed so as to closely align with and support the City Council's vision of the City of Charlottesville as a community in which everyone has the opportunity to thrive. Specifically, activities have been carefully selected to support progress in several areas highlighted in Council's Strategic Vision: Climate Action, Economic Prosperity, Housing, Education & Partnerships.

Climate Action is addressed at several points, notably by the recommendation to fund solar and other energy-efficiency upgrades that will help income-eligible homeowners make significant improvements to their homes that will reduce energy usage and carbon emissions, such as through replacing aging boilers and heaters with solar-generated energy and high efficiency appliances and heat pumps, among others. **Economic Prosperity** and increased economic self-sufficiency for low- and moderate-income residents is supported through several of the recommended programs, from tuition subsidies for small businesses to participate in specialized training programs through a local CDFI to literacy and financial literacy supports from local nonprofits.

Similarly, the City's efforts to strengthen the availability of **Affordable Housing** for income-eligible residents is supported through several recommended programs, including through novel downpayment assistance programs to expand homeownership opportunities, much-needed renovations to affordable rental units owned and operated in partnership between the City and the Charlottesville Redevelopment Housing Authority (CRHA) and the development of entirely new affordable housing units to be made available for purchase to income-eligible residents.

As can be seen through the overview of the funding recommendation described above, **Education** is a cornerstone of most of the recommended funding awards, notably through the provision of individualized intensive literacy tutoring for adults seeking to enhance their economic and employment opportunities and multiple programs offering economic literacy training and supports. Additionally, the success of the proposed programs rests both on nurturing existing **Partnerships** as well as on fostering new opportunities for partnerships within and among the programs recommended for funding. Interestingly, several of the programs seek to address problems in similar ways that seem ripe for fostering new and exciting partnerships.

Similarly, the proposed plan is designed to be supportive of Council's goals for a healthy and equitable local housing market, as outlined in the 2021 Affordable Housing Plan, as well as the guiding principles of the 2021 Comprehensive Plan.

Community Engagement

Both the proposed 1-Year Annual Action Plan and the proposed CDBG/HOME Taskforce funding recommendations represent a significant amount of outreach to and engagement with the public, including: over 39 meetings held between December 2022 and April 2023; an online survey

conducted between February 7, 2023 and February 24, 2023, the purpose of which was to identify and prioritize housing needs and economic development and community development needs for the TJAHC service area over the next five years, and also assisted in identifying impediments to fair housing choice (translated versions were offered in Spanish, Farsi, and Swahili) and data requested and provided by many organizations that provide services to the greater Charlottesville community. In addition, the CDBG/HOME Taskforce hosted four (4) public meetings as they reviewed requests for funding.

The proposed 1-Year Annual Action Plan is scheduled to be presented to the City's Planning Commission at a public hearing on Tuesday, May 14, 2024, and is currently available for a 30-day period of public comments. Members of the public can find a printable copy online at <https://tjpd.org/our-work/thomas-jefferson-regional-home-consortium> and learn more about this work at <https://www.charlottesville.gov/1632/Public-Notices>.

Budgetary Impact

As the funds proposed here are federal funds allocated to the City by HUD to address important community needs and, as such, do not draw from the City's General Fund, no adverse impacts to the City's budget are anticipated. Participation in the HOME program does require a match drawn from local funds of 25% of all HUD funds used, which for program year 2024-25 will represent an appropriation of approximately \$20,754.17 from the Charlottesville Affordable Housing Fund (CAHF), consistent with past practice.

Rather, investment of these funds as recommended in this action plan will instead serve to address multiple important and pressing community need(s) while at the same time supporting the City's eligibility to benefit from allocations of entitlement funds in future years.

Recommendation

Based on the anticipated benefits of the current proposal to the Charlottesville community, specifically in that the activities presented herein directly address important needs within our community, staff recommends that Council approve the program year 2024-25 Annual Action Plan with the suggested motion:

“I move to approve the RESOLUTION approving the City of Charlottesville Annual Action Plan for the program year 2024-25 CDBG & HOME programs.”

Staff also recommends that Council approve the funding recommendations of the CDBG/HOME Taskforce and appropriate associated funds with the suggested motions:

“I move to approve the RESOLUTION appropriating Community Development Block Grant funds to be received from the U.S. Department of Housing and Urban Development in support of the program year 2024-25 Annual Action Plan, in the approximate amount of \$438,617.”

and

“I move to approve the RESOLUTION appropriating HOME Investment Partnership Program funds to be received from the U.S. Department of Housing and Urban Development in

support of the program year 2024-25 Annual Action Plan, in the approximate amount of \$83,016.”

Alternatives

Given that CDBG and HOME funds are provided to the City by HUD for the execution of meaningful community-benefit programs and, as such, are not drawn from the City’s General Fund, no alternatives courses of action are presented here.

Attachments

1. Resolution to Approve the 1-Year Annual Action Plan for Program Year 2024-25
2. Resolution to Appropriate Associated CDBG Program Funds PY24-25
3. Resolution to Appropriate Associated HOME Program Local Match Funds from the Charlottesville Affordable Housing Fund (CAHF) PY24-25
4. Draft Charlottesville/TJPDC 1-Year Annual Action Plan PY24-25
5. CDBG/HOME Taskforce Funding Recommendations PY24-25
6. Summary of CDBG & HOME Requests for Funding PY24-25
7. Council Priorities Memo PY24(1)
8. Taskforce PY24 CDBG & HOME (2024-03-14) Orientation PACKET
9. Taskforce PY24 CDBG & HOME (2024-03-20) Review Session PACKET
10. Taskforce PY24 CDBG & HOME (2024-04-14) Work Session PACKET
11. Taskforce PY24 CDBG & HOME (2024-04-17) Review Session PACKET

RESOLUTION

Resolution Approving the City of Charlottesville-Thomas Jefferson Area HOME Consortium 1-Year Annual Action Plan for Program Year 2024-25

WHEREAS the City of Charlottesville is a designated Entitlement Community by the United States Department of Housing and Urban Development (HUD), and as such is a recipient of federal funds through the Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) programs, and

WHEREAS the City of Charlottesville is a contributing member of the Thomas Jefferson Area HOME Consortium (TJAHC) in partnership with the counties of Albemarle, Fluvanna, Greene, Louisa and Nelson, and through the Consortium shares in the benefits of participation in HUD's HOME program,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Charlottesville, Virginia, hereby approves the Charlottesville-Thomas Jefferson Area HOME Consortium 1-Year Annual Action Plan and its submittal to HUD for final review, as presented at a public hearing before Council on May 20, 2024.

Approved by Council
June 3, 2024

Kyna Thomas, CMC
Clerk of Council

APPROPRIATION

Appropriation of 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; 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>Proposed Award</i>
218	1900550	CIC Entrepreneur Programs	\$18,874.50
218	1900552	CRHA Economic Opportunity Program Coordinator	\$67,948.19

Housing Activities

<i>Fund</i>	<i>Account/Internal Order #</i>	<i>Funding Recommendation</i>	<i>Proposed Award</i>
218	1900553	CRHA Affordable Housing Preservation at Dogwood	\$144,871.06
218	1900554	CRHA Housing Stability Program (TBRA)	\$17,725.93
218	1900555	LEAP Solar Readiness Program	\$17,384.53

Public Services Activities

<i>Fund</i>	<i>Account/Internal Order #</i>	<i>Funding Recommendation</i>	<i>Proposed Award</i>
218	1900556	IRC Financial Capabilities Program	\$15,452.91
218	1900557	PACEM Shelter Transportation	\$7,485.00
218	1900558	LVCA Beginning Level Workforce Development Program	\$14,487.11
218	1900559	PHAR Resident-Involved Redevelopment	\$24,145.18

Programmatic Funds

<i>Fund</i>	<i>SAP Cost Center #</i>	<i>Funding Recommendation</i>	<i>Proposed Alloc.</i>
218	3914001000	CDBG Planning & Admin	\$82,093.60

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.

Approved by Council
June 3, 2024

Kyna Thomas, CMC
Clerk of Council

APPROPRIATION

Appropriation of HOME Investment Partnership Program Funds Anticipated from the U.S. Department of Housing and Urban Development for Program Year 2024-25, in the Approximate Amount of \$83,016

WHEREAS the City of Charlottesville (the City) has been advised by the U.S. Department of Housing and Urban Development that the region served by the Thomas Jefferson Area HOME Consortium (TJAHC) is expected to receive an anticipated HOME Investment Partnerships (HOME) allocation for the 2024-25 program year in the approximate amount of \$651,111, of which the City is expected to receive approximately \$83,016 to support affordable housing initiatives; 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 it is a requirement of this grant from HUD that projects funded with HOME program funds must be matched at twenty-five (25) percent with local funding; now, therefore,

BE IT RESOLVED by the City Council of Charlottesville, Virginia, that upon receipt of anticipated HOME funding from the U.S. Department of Housing and Urban Development, said local funds from the Charlottesville Affordable Housing Fund (CAHF) are hereby appropriated to the following individual expenditure accounts in the HOME 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:

HOME Local Match Funds from CAHF

Expenditure Fund to transfer from:

<i>Fund</i>	<i>Cost Center</i>	<i>G/L Account</i>	<i>Amount to Transfer</i>
426	CP-084	561425	\$20,754.17

Revenue Fund to transfer to:

<i>Fund</i>	<i>Cost Center</i>	<i>G/L Account</i>	<i>Receiving Amount</i>
425	P-00507	498010	\$20,754.17

BE IT FURTHER RESOLVED by the Council of the City of Charlottesville, Virginia that the amount of \$20,754.17 is hereby appropriated from the Charlottesville Housing Fund for expenditure as the local match for HOME funding received from HUD; and

BE IT FURTHER RESOLVED that this appropriation is conditioned upon the receipt by the City of not less than \$83,016 in HOME funds as the city's local share of HOME funds received

by the Thomas Jefferson Area HOME Consortium 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, and

In the event that funding received from the U.S. Department of Housing and Urban Development for program year 2024-25 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 funding award may be increased above their initial funding request without further consideration by Council.

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.

Approved by Council
June 3, 2024

Kyna Thomas, CMC
Clerk of Council



FY 2024 - 2025 Annual Action Plan
Program Year 2024

for the

City of Charlottesville

and the

**Thomas Jefferson
HOME Consortium**



**Adopted by the Thomas
Jefferson Planning District
Commission:**

**Adopted by Charlottesville
City Council:**

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The Consolidated Plan for 2023-2027 set forth an overall plan to support community development needs, including housing needs, in the Thomas Jefferson Planning District (TJPD) and in the City of Charlottesville. The Action Plan for FY 2024-2025 re-affirms the goals expressed in the region's Consolidated Plan. The Consolidated Plan is a five-year document that guides the specific activities developed annually through the Action Plan. Both the Consolidated Plan and the annual Action Plan guide the use of federal Community Development Block Grant (CDBG) funds received annually by the City of Charlottesville and the federal HOME funds received annually by the Thomas Jefferson HOME Consortium. Consortium members include the City of Charlottesville and the counties of Albemarle, Fluvanna, Greene, Louisa, and Nelson.

The member governments of the Thomas Jefferson Planning District agreed on an equal share basis of HOME funds available to each participating government (with towns included with their respective counties) with the exception of 15% of the total HOME funds, which are reserved for the Community Housing Development Organization (CHDO) set aside. The CHDO funds are rotated among the participating localities. The City of Charlottesville has been designated the lead agency for the HOME Consortium and the Thomas Jefferson Planning District Commission the designated Program Manager for the Consortium.

This Action Plan identifies specific activities to be undertaken with the funds during the program year from July 1, 2024 to June 30, 2025 as a means of fulfilling the goals stated in the Consolidated Plan. The objectives and outcomes of the Annual Action Plan are linked to the priority 5-Year Goals set forth in the Consolidated Plan.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The objectives identified in the one year Action Plan for FY 24-25 are:

- *Expand and Preserve Affordable Housing:* Activities focus on housing programs where the purpose of the activity meets the needs of households with incomes below 80% of AMI, with a priority for households with incomes below 60% of AMI;
- *Establish and maintain a suitable living environment:* Activities designed to benefit families, individuals, and communities by addressing their living environment; and
- *Create Economic Opportunities:* Activities related to economic development, commercial revitalization, or job creation.

The identified objectives are combined with two performance outcome categories for FY 24-25:

- *Development of Affordable Housing:* Activities will include developing 7 units of affordable rental housing, 1 unit of affordable homebuyer housing, 20 homes rehabilitated, provide 6 households with down payment assistance, and 6 households with rental assistance.
- *Supporting Affordable Housing Opportunities:* CDBG activities that support the development of affordable housing projects available to income-eligible people. Activities can include the creation or maintenance of affordable housing, subsidizing connections to municipal infrastructure for affordable housing projects, gap funding and/or services such as transportation or day care.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City and the HOME Consortium have made an impact with CDBG and HOME funds.

In general, the City has met or exceeded the goals it set for itself through the CDBG program. The City exceeded its goals for supporting job readiness and adult literacy opportunities, small business entrepreneurship, energy efficiency and critical/emergency related home rehabilitation projects for income-eligible homeowners, investments in vital infrastructure for residents of a local group home for those with severe physical and/or intellectual impairments, and training programs for residents of the city's publicly subsidized housing. This work has reinforced for us the value of investments that support citywide impacts that benefit our neighbors at the lower ends of the income spectrum (below 50% the area AMI).

For HOME, homeowner rehabilitation and the creation of new homeowner units were the priority. Albemarle county homeowner rehabilitation served 6 households through AHIP, the Albemarle Housing Improvement Program. LEAP Charlottesville served 4 households. Fluvanna county homeowner rehabilitation served 12 households through the Fluvanna Louisa Housing Foundation (FLHF). FLHF served 2 households through homeowner rehabilitation in Louisa county. Two new rental homes were purchased to be rented to low income households in Greene county. Nelson county homeowner rehabilitation served 5 households through NCCDF.

A commitment of City resources is often the catalyst used by community-based organizations to leverage private dollars for even greater impact. With the financial commitment of the City and the HOME Consortium, organizations are greatly strengthened in their ability to obtain donations from the community, from foundations, and the private sector. Additionally, City funds are often used as last in “gap financing” to support important efforts after an organization’s fundraising capacity has been reached. Annual performance, projects funded, and entitlement resources expended are located in each annual CAPER.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Citizen participation was a central component of the Consolidated Plan update, completed in 2023. This process established the goals and priorities for the Consolidated Plan, which continues to inform the annual Action Plans.

The following efforts were made to engage the public during the Consolidated Plan process:

- Over 39 meetings were held between December 2022 and April 2023.
- An online survey was conducted between February 7, 2023 and February 24, 2023. The survey’s purpose was to identify and prioritize housing needs and economic development and community development needs for the TJPB region over the next five years, and also assisted in identifying impediments to fair housing choice. Translations were offered in Spanish, Farsi, and Swahili, based on consultation reports. Paper copies were provided upon request.
- Data was requested and provided by many organizations that provide services to the community. Current community plans were also advised during the process.

Public Comment for the current Annual Action Plan was held from May 1, 2024 through May 30, 2024.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

7. Summary

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role		Name	Department/Agency
Lead Agency		CHARLOTTESVILLE	
CDBG Administrator	CHARLOTTESVILLE	City of Charlottesville	
HOPWA Administrator			
HOME Administrator	CHARLOTTESVILLE	Thomas Jefferson Planning District Commission	
HOPWA-C Administrator			

Table 1 – Responsible Agencies

Narrative

Consolidated Plan Public Contact Information

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

There are a few umbrella organizations in the region that serve to bring together housing providers and human services and health agencies. The Blue Ridge Area Coalition for the Homeless (BRACH) is a non-profit organization that serves as the lead for the region's Continuum of Care. The BRACH Governance Board includes housing providers, representatives from Departments of Social Services, and other human services and health agencies. The Housing Directors Council includes representatives from all HOME sub-recipients, with regular participation from the Jefferson Area Board for Aging (JABA).

Through the Virginia Eviction Reduction Pilot (VERP), an Advisory Board has been convened which engages a wide range of service providers and housing providers to address the needs of community members engaged in eviction.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The CoC, under the leadership of the Blue Ridge Area Coalition for the Homeless (BRACH), developed an updated Community Plan to End Homelessness in Our Region in 2019, to reflect current needs, changing federal funding priorities, and greater collaboration. That plan includes adopting a Housing First strategy in 2015, in its work to reach a functional end of homelessness and a system-wide focus on prioritizing the most vulnerable, chronically homeless households for all federally and locally-funded housing service assistance. In 2021, BRACH developed the Charlottesville Homelessness to Housing Road Map, identifying solutions to homelessness such as: focusing on permanent housing solutions, cross sector collaboration, developing more affordable quality housing stock, and rapid rehousing programs.

BRACH works closely with The Haven, a day shelter that provides case management, rapid rehousing, and other services to the homeless population in the region. Special outreach, housing, and case management services are provided by a local Runaway and Homeless Youth (RHY) program to youth experiencing homelessness, primarily through ReadyKids services. To address the needs of homeless families, our community offers Homelessness Prevention, Rapid Re-Housing services, and emergency shelter and/or hotel vouchers for immediate shelter needs. McKinney-Vento Coordinators in all the schools offer case management, and Families in Crisis, based in Albemarle, can offer short term hotel

stays for families at risk of homelessness. Piedmont Housing Alliance and Legal Aid provide support around eviction prevention and intervention.

HOME funds, which are very limited, will mostly be used to increase the affordable housing stock, and maintain the affordable housing stock that exists. CDBG funds will supplement other major fundraising efforts in our region to address the career and wealth building needs, mental health services, transportation, and other community development needs of our region.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

BRACH was consulted several times in the development of the Consolidated Plan, and administrative staff attended several collaborative group meetings hosted by BRACH. The CoC Program Consolidated Application from 2019 provides additional guidance to all partners in CoC implementation.

BRACH consults with the Virginia Department of Housing and Community Development (DHCD) regularly to plan and allocate the best use of ESG funds. Once state ESG performance metrics are set in collaboration with sub-recipients, CoCs are required to submit quarterly ESG performance reports to DHCD for ongoing evaluation of local performance. BRACH provides annual homelessness data updates to each Consolidated Planning Jurisdiction in the service area for inclusion in each respective Consolidated Plan. The Thomas Jefferson Planning District Commission assists in the completion of each jurisdictions' Consolidated Plan and they ensure that each plan contains updated data from BRACH.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Blue Ridge Area Coalition for the Homeless (BRACH)
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
2	Agency/Group/Organization	CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
3	Agency/Group/Organization	FLUVANNA / LOUISA HOUSING FOUNDATION
	Agency/Group/Organization Type	Housing Services - Housing Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
4	Agency/Group/Organization	SKYLINE CAP
	Agency/Group/Organization Type	Services - Housing Services-Children
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
5	Agency/Group/Organization	ALBEMARLE HOUSING IMPROVEMENT PROGRAM (AHIP)
	Agency/Group/Organization Type	Services - Housing
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
6	Agency/Group/Organization	NELSON COUNTY COMMUNITY DEVELOPMENT FOUNDATION
	Agency/Group/Organization Type	Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	

Identify any Agency Types not consulted and provide rationale for not consulting

Annual Action Plan
2024

10

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	BRACH	Increase access to housing for low and extremely low-income households.

Table 3 – Other local / regional / federal planning efforts

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Citizen participation was a central component of the Consolidated Plan update, completed in 2023. This process established the goals and priorities for the Consolidated Plan, which continue to inform the annual Action Plans.

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

Anticipated Resources for the Consolidated Plan include CDBG, HOME, HOME match, Program Income, and local affordable housing funds.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	410,468	0	0	410,468	2,052,340	The expected annual allocation for year one is based on the base year allocation. Expected amount for remainder of plan assumes allocations and program income will remain stable for the remaining years

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	785,286	40,070	392,643	1,217,999	2,355,858	The expected annual allocation for year one is based on the base year allocation. Expected amount for remainder of plan assumes allocations and program income will remain stable for the remaining years

Table 2 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

In previous years, the Consortium accrued match from the City of Charlottesville, which provides a 25% match for each project, and Habitat for Humanity projects. Projects of the Greater Charlottesville Habitat for Humanity are not all HOME assisted, but all are HOME match-eligible. Match funds from Habitat for Humanity include below market interest rate loans and soft-second mortgages forgiven over the lifetime of the loan. The City of Charlottesville may also use CAHF funds to satisfy match obligations. The Consortium is confident that all matching requirements will be satisfied.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Publicly-owned land or property that will use CDBG or HOME funds has not been identified to date; however, this could change depending upon future projects. Most publicly-owned land that is being used for affordable housing will be used by CRHA. Subrecipient agencies are in some cases acquiring land and property to rehabilitate or build new units, but this land is rarely publicly-owned.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Expand the affordable housing stock	2023	2027	Affordable Housing	City of Charlottesville Fluvanna County Louisa County Greene County	Affordable Housing - Rental Affordable Housing - Ownership		Rental units constructed: 6 Household Housing Unit Homeowner Housing Added: 8 Household Housing Unit
2	Preserve existing supply of affordable housing	2023	2027	Affordable Housing	Albemarle County Fluvanna County Louisa County Nelson County	Homelessness and Risk of Homelessness Affordable Housing - Ownership		Homeowner Housing Rehabilitated: 17 Household Housing Unit
3	Ensure housing access for low income residents	2023	2027	Affordable Housing				Direct Financial Assistance to Homebuyers: 3 Households Assisted

Table 3 – Goals Summary

Goal Descriptions

1	Goal Name	Expand the affordable housing stock
	Goal Description	Activities will include construction of affordable rental units, and construction of homeowner housing for low- to moderate-income homebuyers, with a priority for beneficiaries with incomes below 60% of AMI. Production of units can include purchase and repair of existing units. Priority will be on rental housing, in response to the needs assessment. 7 rental units will be under development this program year, along with one homebuyer unit.
2	Goal Name	Preserve existing supply of affordable housing
	Goal Description	Activities will include the rehabilitation of homes owned by low- to moderate-income homeowners, and rehabilitation of rental units . Addition of accessibility features for people with disabilities is an allowable activity, as are emergency repairs. All localities except Greene County will engage in homeowner rehabilitation. We anticipate completing 17 homeowner rehabilitation activities this program year.
3	Goal Name	Ensure housing access for low income residents
	Goal Description	Activities will include homebuyer Down Payment Assistance , and TBRA when appropriate. 6 homebuyers will receive down payment assistance during this program year, in Fluvanna, Louisa, Nelson, and Charlottesville. 6 additional renters will receive TBRA in the City of Charlottesville during this program year.

AP-35 Projects - 91.420, 91.220(d)

Introduction

The following projects are planned to be initiated within the following fiscal year, in order to achieve the goals previously stated in the Action Plan with available resources through the HOME and CDBG programs.

These activities were determined based on the Strategic Plan process, citizen input, and the Needs Assessment, all of which were described in the 2023 Consolidated Plan.

#	Project Name
1	Albemarle Homeowner Rehab AHIP
2	Cville Homebuyer Units
3	Cville Homeowner Rehab
4	Cville DPA
5	Cville TBRA
6	Fluvanna Rental FLHF
7	Fluvanna Homeowner Rehab FLHF
8	Fluvanna DPA FLHF
9	Greene Rental Skyline
10	Louisa Rental FLHF
11	Louisa Homeowner Rehab FLHF
12	Louisa DPA FLHF
13	Nelson Homeowner Rehab NCCDF
14	Nelson DPA NCCDF

Table 4 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of Charlottesville is in the process of approving a slate of CDBG and HOME activities that promise to bring great benefits to our community in several key areas of need. While development of the funding recommendations for the upcoming program year 2024-25 programs has been hampered by the delayed release of new allocation amounts, the city's CDBG/HOME Taskforce has been hard at work over the past several weeks reviewing a number of applications from local community benefit organizations, including investments of CDBG funds programs designed to:

- Support income-qualified small business owners and entrepreneurs by subsidizing tuition costs for courses offered by a local CDFI
- Provide small group and individualized literacy tutoring for adults to help them development employment-related literacy skills
- Offer new supports to residents working to transition out of homelessness by supporting a novel transportation program to help them get from a downtown shelter to employment opportunities
- Offer financial literacy training focused on helping new arrivals develop financial self-sufficiency
- Assist residents of publicly subsidized housing to actively participate in the redevelopment of aging units

A growing recognition within the region of the importance of efforts to support access to affordable housing options is reflected in the city's current slate of proposed HOME program awards, including:

- A new down payment assistance program through which the city housing authority (CRHA) will support residents of publicly subsidized housing transition into homeownership
- A sustained effort to develop new affordable housing units in the heart of the city; city funding will support the construction of two (2) new units in a larger mixed-income development of 70+ new units, of which more than thirty (30) will affordable

As of April 26, the city's proposal for program year 2024-25 funding awards has not yet been approved locally as we await the publication of new allocation numbers by HUD but will be presented shortly to city leadership for review.

AP-38 Project Summary
Project Summary Information

1	Project Name	Albemarle Homeowner Rehab AHIP
	Target Area	Albemarle County
	Goals Supported	Preserve existing supply of affordable housing Ensure housing access for low income residents
	Needs Addressed	Affordable Housing - Ownership
	Funding	HOME: \$90,000
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	13
	Location Description	
	Planned Activities	
2	Project Name	Cville Homebuyer Units
	Target Area	City of Charlottesville
	Goals Supported	Expand the affordable housing stock Ensure housing access for low income residents
	Needs Addressed	Affordable Housing - Ownership
	Funding	HOME: \$90,000
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
3	Project Name	Cville Homeowner Rehab
	Target Area	City of Charlottesville
	Goals Supported	Preserve existing supply of affordable housing

	Needs Addressed	Affordable Housing - Ownership
	Funding	HOME: \$10,000
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
4	Project Name	Cville DPA
	Target Area	
	Goals Supported	Ensure housing access for low income residents
	Needs Addressed	Affordable Housing - Ownership
	Funding	HOME: \$10,000
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
5	Project Name	Cville TBRA
	Target Area	City of Charlottesville
	Goals Supported	Ensure housing access for low income residents
	Needs Addressed	Affordable Housing - Rental Homelessness and Risk of Homelessness
	Funding	HOME: \$10,000
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	

	Location Description	
	Planned Activities	
6	Project Name	Fluvanna Rental FLHF
	Target Area	Fluvanna County
	Goals Supported	Expand the affordable housing stock
	Needs Addressed	Affordable Housing - Rental
	Funding	HOME: \$80,000
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
7	Project Name	Fluvanna Homeowner Rehab FLHF
	Target Area	Fluvanna County
	Goals Supported	Preserve existing supply of affordable housing
	Needs Addressed	Affordable Housing - Ownership
	Funding	HOME: \$10,000
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
8	Project Name	Fluvanna DPA FLHF
	Target Area	Fluvanna County
	Goals Supported	Ensure housing access for low income residents
	Needs Addressed	Affordable Housing - Ownership

	Funding	HOME: \$5,000
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
9	Project Name	Greene Rental Skyline
	Target Area	Greene County
	Goals Supported	Expand the affordable housing stock
	Needs Addressed	Affordable Housing - Rental
	Funding	HOME: \$90,000
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
10	Project Name	Louisa Rental FLHF
	Target Area	Louisa County
	Goals Supported	Expand the affordable housing stock
	Needs Addressed	Affordable Housing - Rental
	Funding	HOME: \$80,000
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	

11	Project Name	Louisa Homeowner Rehab FLHF
	Target Area	
	Goals Supported	Preserve existing supply of affordable housing
	Needs Addressed	Affordable Housing - Ownership
	Funding	HOME: \$10,000
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
12	Project Name	Louisa DPA FLHF
	Target Area	Louisa County
	Goals Supported	Ensure housing access for low income residents
	Needs Addressed	Affordable Housing - Ownership
	Funding	HOME: \$5,000
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
13	Project Name	Nelson Homeowner Rehab NCCDF
	Target Area	Nelson County
	Goals Supported	Preserve existing supply of affordable housing
	Needs Addressed	Affordable Housing - Ownership
	Funding	HOME: \$20,000
	Description	

	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
14	Project Name	Nelson DPA NCCDF
	Target Area	Nelson County
	Goals Supported	Ensure housing access for low income residents
	Needs Addressed	Affordable Housing - Ownership
	Funding	HOME: \$80,000
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

HOME funds will be distributed throughout the entire planning district, which includes the Counties of Albemarle, Greene, Fluvanna, Louisa, and Nelson and the City of Charlottesville. The CHDO project is assigned to localities on a rotating basis, based on an established rotation schedule. Remaining HOME project funds available are allocated to the six localities in equal amounts. Each locality retains its own Program Income, so amounts vary among the localities.

HUD recognizes the City of Charlottesville as an entitlement community under the CDBG program and is, therefore, the sole recipient of CDBG funds.

Geographic Distribution

Target Area	Percentage of Funds
City of Charlottesville	30
Albemarle County	10
Fluvanna County	10
Louisa County	30
Greene County	10
Nelson County	10
Fifeville	
10th and Page	
Ridge	

Table 5 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Each of the six localities in the HOME Consortium is allocated an equal share of EN funds. Charlottesville is an entitlement community and receives all CDBG funds.

The CHDO project is assigned on a rotating basis among the six localities. For PY24, Louisa will receive the CHDO set aside funds. Each HOME subrecipient retains their own program income. So, these amounts vary by locality.

In recognition of the fact that low- and moderate-income residents are increasingly less concentrated in specific neighborhoods, the City has increasingly sought to invest its CDBG funds in programs that are aimed at either a citywide benefit and/or that are aimed at providing maximum benefits to residents at the lower ends of the income spectrum. For example, the City recently supported a significant

investment of CDBG funds into infrastructure improvements at the local distribution center for the Blue Ridge Area Food Bank network which, while not specifically located within a high-poverty neighborhood, provides immeasurable benefits to food pantries, food kitchens and other food programs throughout the city and into neighboring counties. The city also supports investment of CDBG funds into programs aimed at supporting LMI residents at the lower end of the income spectrum (60% LMI or lower) regardless of where they live within the city, as exemplified by recent investments of CDBG funds to support critical and emergency home repairs, literacy tutoring programs for non-English proficient adults, and subsidizing tuition fees for income-eligible residents so they can participate in microentrepreneur training programs offered by a local CDFI, among others.

Affordable Housing

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

HOME activities are carried out through non-profit housing foundations in the region: Albemarle Housing Improvement Program (serving the City of Charlottesville and Albemarle County), Piedmont Housing Alliance (serving the City), Habitat for Humanity (serving the City and Fluvanna), the Fluvanna/Louisa Housing Foundation (serving Fluvanna and Louisa Counties), the Nelson County Community Development Foundation, and Skyline CAP (serving Greene County). The Consortium will be using all of its HOME funds to further affordable housing activities such as development of affordable rental units.

CDBG are used for priority neighborhood, public services and economic development activities. Each year, the City of Charlottesville releases RFP's and selects multiple service delivery subrecipients to complete the activities that are in line with the Consolidated Plan.

One Year Goals for the Number of Households to be Supported	
Homeless	2
Non-Homeless	33
Special-Needs	2
Total	37

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	6
The Production of New Units	8
Rehab of Existing Units	20
Acquisition of Existing Units	1
Total	35

Table 7 - One Year Goals for Affordable Housing by Support Type

AP-60 Public Housing - 91.420, 91.220(h)

Introduction

Public housing is owned and operated by the Charlottesville Redevelopment and Housing Authority (CRHA) and all units are contained within the City limits of Charlottesville. This section outlines plans to provide this resource and improve the current stock of housing.

Actions planned during the next year to address the needs to public housing

The Charlottesville Redevelopment and Housing Authority (CRHA) provides housing and tenant support to the City's lowest income population; however, given dwindling HUD resources, CRHA has been forced to concentrate efforts on landlord / tenant responsibilities, with limited resources for public outreach, advocacy and social supports. CRHA relies heavily on community partners to provide on-site and other opportunities for youth and adults in public housing. The agency's overall goal with supporting such programs is to facilitate and encourage residents' efforts towards success and independence. CRHA continues to work closely with the Charlottesville Public Housing Association of Residents (PHAR) in their efforts to provide resident outreach, resident leadership development / capacity building, and resident advocacy.

More recently, in conjunction with PHAR and a committee of community stakeholders, CRHA has embarked on significant redevelopment planning efforts. The following activities are planned for the coming fiscal year:

- Completion of Crescent Halls, final completion of full renovation of 105 apartments for seniors and persons with disabilities.
- Construction of S. 1st St. Phase 2, replacement of 58 homes with 113 quality new townhomes and apartments.
- Construction of Sixth St Building A, replacement of 6 outdated units with 47 quality new homes.
- Master Planning for Westhaven Redevelopment, planning for the full redevelopment of 126 homes with expanded affordable housing on 10 acres
- Continued and on-going renovations and modernization of the "Parallel Track" 57 units of Scattered Site Public Housing

CRHA has hired staff to specifically focus on Section 3 initiatives. This work will assist public housing residents with job training and direct participation in redeveloping CRHA's own properties.

Actions to encourage public housing residents to become more involved in management and

participate in homeownership

The Charlottesville Redevelopment and Housing Authority (CRHA) continues to give preference to homeless individuals in its public housing and housing voucher programs, as a way of helping local residents transition to permanent housing.

The CRHA has revised its Administrative Plan to incorporate the HCV Homeownership Program.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

The annual Homeless Strategy is derived from the revised Community Plan to End Homelessness, led by the Blue Ridge Area Coalition for the Homeless (BRACH).

Guiding principles identified in the revised plan include a) focusing on the most vulnerable homeless population, b) adopting and implementing housing first strategies, c) using best practices, d) making decisions based on community-level data, e) advocating for a broad and effective system of care beyond housing and homelessness services, f) increasing housing options for the very poor and people with barriers, and g) providing strong regional leadership.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

BRACH, and its partner organizations, is primarily responsible for outreach to homeless persons. McKinney Vento Coordinators are primarily responsible for identifying and providing case management for families with children who are at risk for or experiencing homelessness.

BRACH partners closely with TJPDC, the City of Charlottesville, and other subrecipients of HOME and CDBG funds.

Addressing the emergency shelter and transitional housing needs of homeless persons

As documented in the Needs Assessment and Market Analysis in the 2023 Consolidated Plan, emergency shelters are currently providing for the needs of homeless individuals. However, the number of homeless families is increasing, and the plan calls for increased resources to meet these changing needs. Transitional housing needs have been met predominantly through rapid rehousing programs, but the need for more support is clear due to the number of recipients who need further support after the two year RRH support ends.

The COC is seeking additional funding to expand opportunities in the community. Two transitional homes are currently in operation, one by the Monticello Area Community Action Agency (MACAA) and the other by the Salvation Army. They are both seeking private funds for ongoing operations.

The goals of the Consolidated Plan include supporting the transition to independence. This year, one household will be assisted with transition-in-place resources using CDBG funds.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Integrating housing opportunities with ongoing case management support has been identified as a priority for this CoC. Funding support for housing-focused supportive services has been requested from local funders in order to improve this community's capacity to provide housing stabilization services. With the support of a Community Case Review process, we work to build a pathway from shelters or street to stable housing and build an inventory of participating landlords. A focus has been on creating new Permanent Supportive Housing opportunities for people experiencing homelessness.

The plan calls for the establishment of "Transition in Place" programs that provide case management to families as they remain in support housing during a transition to independence, and this program will support the rapid rehousing efforts.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Prevention strategies include interventions immediately prior to homelessness occurring, adequate case management during the transition out of homelessness to prevent relapse, and support during a discharge from institutional housing. The Rapid Rehousing program, including the funds being sought to substantially expand it, includes a prevention component. This will allow organizations such as Virginia Supportive Housing, The Haven, and PACEM to identify at-risk households to avoid an experience of homelessness. The Jefferson Area OAR have recently been trained to assist their clients with securing SSI/SSDI support rapidly to have sufficient income to prevent recidivism, and this form of counseling will be practiced over the following year.

TBRA funds may be used for households in crisis who need rental assistance in order to avoid becoming homeless.

The Eviction Reduction grant, administered by the TJPDC in partnership with Piedmont Housing Alliance, will continue to address the needs of households facing eviction.

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The one-year actions described in this section are intended to fit within the 5-year strategy to remove or ameliorate barriers to affordable housing.

The Consolidated Plan's Market Analysis described the following barriers to affordable housing, and the 5-year Strategic Plan provided an overview of regional efforts to address these barriers. The most urgent barrier identified in the Consolidated Plan was zoning, and the City of Charlottesville has already adopted a new zoning policy.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Analysis of Impediments to Affordable Housing Update

The City's Affirmatively Furthering Fair Housing requirements will be addressed during the 2024 Program Year.

Albemarle County – Resolution in Collaboration with Habitat for Humanity

During the coming years, the County will take a number of steps to ameliorate barriers to affordable housing including the development of a package of incentives to support developers' efforts to construct new affordable housing units; establishment of a process to connect teachers, fire fighters, police and other first responders to affordable housing units proffered by local developers; creation of a housing advisory committee that will monitor the County's progress toward meeting the goals of the County's affordable housing policy; and making County general, and federal HOME and CDBG funds available to support the construction and preservation of affordable housing units.

Central Virginia Regional Housing Partnership

CVRHP created a Regional Affordability Housing Plan. Each locality (the City of Charlottesville, and the counties of Albemarle, Fluvanna, Greene, Louisa, and Nelson) have dedicated chapters that address affordable housing within their jurisdiction that feeds into addressing creating affordable housing throughout the region. This plan was adopted formally by the Thomas Jefferson Planning District Commission in August 2021 and now serves as a crucial resource for localities in addressing housing issues.

CVRHP has provided guidance to local officials around developer incentives for affordable housing, and will host the Third Biannual Summit on affordable housing during the 2024 Program Year.

Zoning

While the challenge of providing all residents interested in homeownership the opportunity to acquire property within the city remains strong, the City of Charlottesville has made considerable progress over the past year in terms of generating the conditions through which progress can be possible in the years ahead. To begin, the city has recently enacted a comprehensive re-envisioning of the zoning code, one with several unique characteristics that position us well going forward.

Specifically, the city's new zoning code eliminates all existing requirements for single-family homes within the city limits, a stark change in practice from the city's long history of segregatory housing policies.

A major goal of the zoning ordinance update was to adopt progressive and inclusionary zoning reforms that address the legacy of exclusionary zoning and constrained housing supply, in part by incentivizing developers to build more affordable units and increasing opportunities for the creation of accessory dwelling units.

The increasing recognition of the challenges faced by city residents is also reflected in the proposed investments of CDBG funds to support affordable housing related programs, including several proposed by the Charlottesville Redevelopment Housing Authority (CRHA), as detailed in § AP-35.

Discussion

Additional barriers described in the market analysis include Very Low Income Needs, and Correcting Historical Inequities. All HOME and CDBG activities will incorporate priorities as detailed in the goals in our Strategic Plan, which are designed to address these barriers.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

All actions detailed below are linked to the Strategic Plan Goals which are based off of the Needs Assessment.

Actions planned to address obstacles to meeting underserved needs

CDBG activities will focus on addressing a core set of needs, including: a continued emphasis on expanding access to affordable housing opportunities (including but not limited to low-income housing redevelopment); workforce development (including but not limited to efforts to bolster Section 3 training opportunities and partnerships with the City's GO programs); microenterprise assistance; access to quality childcare; homeowner rehabilitation and energy-efficiency upgrades; down payment assistance; and improvements to public infrastructure improvements designed to eliminate or reduce barriers to access to public amenities for mobility-impaired residents

Actions planned to foster and maintain affordable housing

All of the data available to us confirms that the burden of finding affordable housing, whether for ownership or rental, falls heaviest on those at extremely low (0-30% of AMI) and very low (30-50% of AMI) income levels.

Actions planned to reduce lead-based paint hazards

The City of Charlottesville will continue to work with its home rehabilitation partners (e.g., AHIP, LEAP) to ensure that any lead-based paint hazards found in homes to be worked on through all city-funded programs, including CDBG and HOME. DHCD is a Virginia state agency that provides lead hazard reduction opportunities directly to beneficiaries within our region.

Actions planned to reduce the number of poverty-level families

Many affordable housing and community development activities have the objective of increasing and maintaining self-sufficiency for poverty-level families. The priorities and goals identified in the Action Plan are geared toward increasing the self-sufficiency and financial independence for poverty-level families as it relates to housing/homelessness, workforce development, and economic development. The primary anti-poverty agency serving the region is the Monticello Area Community Action Agency (MACAA), which serves Charlottesville, Albemarle, Fluvanna, Louisa and Nelson. The Skyline Community Action Program (Skyline CAP) serves Greene County in the Thomas Jefferson Planning District, and also Orange and Madison Counties in Planning District 9. Each of these agencies operates the Head Start pre-

school program, a fundamental part of the regional anti-poverty strategy. Each social service agency operates the family self-sufficiency program. Other organizations and programs in the region including the Charlottesville Redevelopment and Housing Authority, Fluvanna/Louisa Housing Foundation, and the Nelson County Community Development Foundation all administer Housing Choice Voucher Programs for low-income families. Additionally, organizations like these as well as the Albemarle Housing Improvement Program and others also provide assistance to low-income families in making household repairs and installing indoor plumbing. Finally, the region has a strong, locally administered Social Service/ Welfare Departments operating in each locality. Acting as the primary provider of state funded programming and service delivery, these local government offices help implement the regional strategy by administering strong programs with a coordinated, comprehensive approach.

The City of Charlottesville Pathways to Self-Sufficiency: Growing Opportunities Report contains a chapter that addresses affordable housing. Further, the report will help serve as a funding priority guide to ensure the City's CDBG and HOME funds are awarded in coordination with the goals set forth in the report and the Consolidated Plan.

Actions planned to develop institutional structure

There is a need for ongoing collaboration and communication between organizations to ensure that no classifications of needs are inadvertently missed.

For housing coordination, the Housing Directors will continue coordination with monthly meetings, and will stay current with activities conducted by other organizations.

BRACH hosts a range of meetings to address the needs of the homeless and special needs population. These groups coordinate with local government and service providers to provide the best housing strategies for the region's homeless population.

It is the intent of the City of Charlottesville and the HOME Consortium to utilize this growing institutional capacity and leverage it toward meeting the goals of this plan.

Actions planned to enhance coordination between public and private housing and social service agencies

The Haven hosts a weekly coordination meeting among all service providers for homelessness services, which allows continual partnership and updated information sharing among all regional service providers.

The Central Virginia Regional Housing Partnership (RHP) developed a Strategic Plan in 2021, and will continue to implement the plan through 2025. The regular meetings of the RHP, and the actions taken to implement the Strategic Plan, enhance coordination between public and private housing agencies.

The HOME Consortium will continue to collaborate with community partners that provide housing and social services to the community. The City will continue to coordinate efforts through subrecipient partners who are internal and external to local government. The agencies listed under the consultation section of the Consolidated Plan will be included in the citizen engagement process for future action plans.

There are a few umbrella organizations in the region that serve to bring together housing providers and human services and health agencies.

- Housing Directors Council: includes representatives from all HOME sub-recipients Action Plan 22-23
Draft Page 15
- Jefferson Area Board for the Aging (JABA): JABA is working with Piedmont Housing Alliance (PHA) on a plan for continuing to keep Low-Income Housing Tax Credit properties affordable beyond the end of their affordability period.
- Housing Advisory Committee (HAC): Provides City Council with recommendations regarding housing policy and affordable housing funding priorities; researches and discusses trends and ideas in affordable housing across the state and nation and ways Charlottesville can implement some of those new ideas. The consortium will continue to collaborate with community partners that provide housing and social services to the community. The City will continue to coordinate efforts through subrecipient partners who are internal and external to local government. The agencies listed under the consultation section of the Consolidated Plan will be included in the citizen engagement process for future action plans.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

**HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)**

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The Thomas Jefferson HOME Consortium does not intend to use forms of investment other than those described in 24 CFR 92.205(b).

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

All members (sub-recipients) of the Consortium have elected to use recapture provisions. The original homebuyer is permitted to sell the property to any willing buyer during the period of affordability although Consortium sub-recipients will be able to recapture the entire amount of the HOME-assistance provided to the original homebuyer that enabled the homebuyer to buy the unit. Recapture provisions are triggered by any transfer of title, either voluntary or involuntary, or if the property is no longer used as the owner's primary residence during the established HOME period of affordability.

The period of affordability is based upon the direct HOME subsidy provided to the homebuyer that enabled the homebuyer to purchase the unit. Any HOME program income used to provide direct assistance to the homebuyer is included when determining the period of affordability. If the total HOME investment in the unit is under \$15,000, the period of affordability is 5 years; if the HOME investment is between \$15,000 and \$40,000, the period of affordability is 10 years and if the HOME investment is over \$40,000, the period of affordability is 20 years.

Direct HOME subsidy includes the total HOME investment (including program income) that enabled the homebuyer to purchase the property. This may include down payment assistance, closing costs, or other HOME assistance provided directly to the homebuyer. The amount of recapture is limited to the net proceeds available from the sale of the home. Net proceeds are defined as the sales price minus superior loan repayment (other than HOME funds) and any closing costs.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The guidelines for recapture detailed above ensure the affordability of units acquired through HOME funds.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The HOME Consortium does not intend to use HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

No preferences will be made.

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

Rental units allow for preference for people with disabilities.

SUMMARY OF CDBG & HOME FUNDING RECOMMENDATIONS PY24

Recommended by CDBG/HOME Taskforce: Wednesday, April 17, 2024

Taskforce Chair: Phil d'Oronzio Vice-Chair: Syleethia Carr

Funds Available to Commit (anticipated)*

Available to Commit - CDBG	\$ 350,893.60
Available to Commit - HOME	\$ 83,016.66

Subtotal Available to Commit: \$433,910.26

Programmatic Funding & Setasides

CDBG Planning & Admin	\$ 87,723.40
Council Priority: Public Facilities & Imprv.	\$ 89,896.51
Council Priority: Economic Dev.	\$ 89,896.51
Public Services Cap @ 15%	\$ 65,792.55
HOME Program Local Match @ 25% (CAHF)*	\$ 20,754.17

CDBG Economic Development

	<i>Funding Rec. \$</i>	<i>% of Req.</i>
CIC Entrepreneur Programs	\$ 20,168.87	80.68%
CRHA Economic Opportunity Program Coordinator	\$ 72,607.93	80.68%

Subtotal = \$ 92,776.79

CDBG Public Facilities & Infrastructure Improvements

	<i>Funding Rec. \$</i>	<i>% of Req.</i>
NHDC BEACON Shared-Use Kitchen	\$ -	0.00%

Subtotal = \$ -

CDBG Public Service Programs

	<i>Funding Rec. \$</i>	<i>% of Req.</i>
IRC Financial Capabilities Program	\$ 16,512.64	34.41%
PACEM Shelter Transportation	\$ 7,998.31	79.98%
LVCA Beginning Level Workforce Development Program	\$ 15,480.60	23.82%
PCLT Land Trust Stewardship and Community Engagement	\$ -	0.00%
PHAR Resident-Involved Redevelopment	\$ 25,801.00	57.34%
The Haven Coord. Entry into Homelessness System of Care	\$ -	0.00%

Subtotal = \$ 65,792.55

CDBG Affordable Housing

	<i>Funding Rec. \$</i>	<i>% of Req.</i>
AHIP Charlottesville Critical Rehab Program	\$ -	0.00%
CRHA Housing Stability Program (TBRA)	\$ 18,941.54	30.55%
CRHA Affordable Housing Preservation at Dogwood	\$ 154,806.00	103.20%
LEAP Solar Readiness Program	\$ 18,576.72	37.15%
PHA Building Community with Strategic Resident Eng.	\$ -	0.00%

Subtotal = \$ 192,324.26

HOME Investment Partnerships

	<i>Funding Rec. \$</i>	<i>% of Req.</i>	<i>Local Match</i>
CRHA Homeownership Program (DPA)	\$ 37,430.74	106.94%	\$ 9,357.69
Habitat Affordable Housing @ 6 ½ Street	\$ 45,585.92	103.60%	\$ 11,396.48
NHDC Affordable Housing Program	\$ -	0.00%	\$ -

Subtotal = \$83,016.66

SUMMARY OF CDBG & HOME REQUESTS FOR FUNDING PY24

Funds Available to Commit (anticipated)*

Available to Commit - CDBG	\$328,374.40
Available to Commit - HOME	\$91,616.70

Subtotal Available to Commit: \$419,991.10

Programmatic Funding & Setasides

CDBG Planning & Admin	\$ 82,093.60
Council Priority: Public Facilities & Imprv.	\$ 89,896.51
Council Priority: Economic Dev.	\$ 89,896.51
Public Services Cap @ 15%	\$ 61,570.20
HOME Program Local Match @ 25% (CAHF)*	\$ 22,904.18

CDBG Economic Development

Request \$

CIC Entrepreneur Programs	\$ 25,000
CRHA Economic Opportunity Program Coordinator	\$ 90,000

Subtotal requests CDBG Econ Dev: \$115,000

CDBG Public Facilities & Infrastructure Improvements

Request \$

NHDC BEACON Shared-Use Kitchen	\$ 250,000
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Subtotal requests CDBG Public Facilities: \$250,000

CDBG Public Service Programs

Request \$

IRC Financial Capabilities Program	\$ 47,986
PACEM Shelter Transportation	\$ 10,000
LVCA Beginning Level Workforce Development Program	\$ 65,000
PCLT Land Trust Stewardship and Community Engagement	\$ 30,000
PHAR Resident-Involved Redevelopment	\$ 45,000
The Haven Coord. Entry into Homelessness System of Care	\$ 75,000

Subtotal requests CDBG Social Programs: \$272,986

CDBG Affordable Housing

Request \$

AHIP Charlottesville Critical Rehab Program	\$ 96,000
CRHA Housing Stability Program (TBRA)	\$ 62,000
CRHA Affordable Housing Preservation at Dogwood	\$ 150,000
LEAP Solar Readiness Program	\$ 50,000
PHA Building Community with Strategic Resident Eng.	\$ 50,000

Subtotal requests CDBG Affordable Housing: \$408,000

HOME Investment Partnerships

Request \$

CRHA Homeownership Program (DPA)	\$ 35,000
Habitat Affordable Housing @ 6 ½ Street	\$ 44,000
NHDC Affordable Housing Program	\$ 100,000

Subtotal requests HOME: \$179,000

* Estimated based on PY23 allocations

**Resolution to Establish Council Priorities for the PY 2024-2025
Community Development Block Grant (CDBG) &
HOME Investment Partnerships (HOME) Programs**

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

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

WHEREAS in accordance with the City of Charlottesville's HUD-approved Citizen Participation Plan, the city's CDBG/HOME Task Force composed of residents and community representatives will be called on to review requests for funding of potential CDBG & HOME projects and to make recommendations for funding to Council in the Spring of 2024; now

THEREFORE BE IT RESOLVED by the City Council of Charlottesville, Virginia, that the priorities and spending allowances for the FY 2024-2025 CDBG & HOME programs shall be as follows:

- A continued emphasis on expanding access to affordable housing opportunities (including but not limited to low-income housing redevelopment); workforce development (including but not limited to efforts to bolster Section 3 training opportunities and partnerships with the City's GO programs); microenterprise assistance; access to quality childcare; homeowner rehabilitation and energy-efficiency upgrades; down payment assistance; and improvements to public infrastructure improvements designed to eliminate or reduce barriers to access to public amenities for mobility-impaired residents
- For FY 24-25, \$89,896.51 of CDBG Entitlement funds (EN) shall be set aside for Economic Development programs
- For FY 23-34 \$89,896.51 of CDBG Entitlement funds (EN) shall be set aside for Public Facilities and Improvements, with an emphasis on projects to eliminate or reduce barriers to access for mobility-impaired residents
- The CDBG Admin and Planning budget shall be set at 20% of the total CDBG entitlement
- Any other guidelines or directions Council may wish to give in determining how CDBG and HOME funds should be spent

	<u>Aye</u>	<u>No</u>
Payne	<u> x </u>	<u> </u>
Pinkston	<u> x </u>	<u> </u>
Puryear	<u> x </u>	<u> </u>
Snook	<u> x </u>	<u> </u>
Wade	<u> x </u>	<u> </u>

Approved by Council
August 21, 2023



Kyna Thomas, MMC
Clerk of Council

CITY OF CHARLOTTESVILLE
"To be a Place Where Everyone Thrives"



CDBG & Home Taskforce PY24

Thursday, March 13, 2024

S&P Annex 2nd Floor, 700 East Jefferson, Charlottesville, VA 22902

6:00 – 8:00 PM

AGENDA

1. Welcome
2. Introductions & Welcome of New Members
3. Background on the City's CDBG & HOME Programs
4. Taskforce Mission & Purpose
5. Overview of City Council Priorities for CDBG & HOME Funding Awards
6. Review of Artifacts:
 - a. Application Template
 - b. Evaluation Criteria & Rubric
 - c. Final Taskforce Recommendations Sheet
7. Overview of Received Requests for Funding (CDBG & HOME)
8. Wonderings & Clarifying Questions
9. Next Steps

Requests for Accessibility Assistance:

Individuals with disabilities who require assistance or special arrangements to participate in the public meeting may call the ADA Coordinator at (434) 970-3182 or submit a request via email to ada@charlottesville.gov. The City of Charlottesville requests that you provide a 48-hour notice so that appropriate arrangements can be made.

Staff Contact:

Anthony Warn, Grants Analyst
warna@charlottesville.gov
(434) 906-2582

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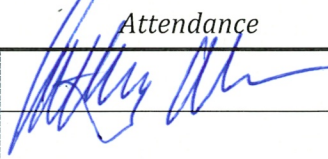
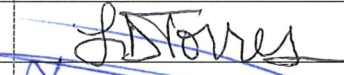
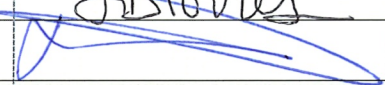
CDBG & Home Taskforce PY24

Thursday, March 13, 2024

S&P Annex 2nd Floor, 700 East Jefferson, Charlottesville, VA 22902

6:00 – 8:00 PM

ATTENDANCE

<i>Name</i>	<i>Representing</i>	<i>Attendance</i>
Anthony Warn	Staff	
Syleethia Carr	Rose Hill	
Jacquana Mason	Fifeville	
Mary Alex	Belmont	
(vacant)	10 th & Page	
(vacant)	Ridge Street	
Lisa Larson-Torres	CCS School Board	
Phil d'Oronzio	Planning Commission	
(vacant)	Social Issues	
Helen Sporkin	At-Large	

MINUTES **APPROVED**

Date: March 14, 2024

Location: S&P Annex 2nd Floor, 700 East Jefferson, Charlottesville, VA 22902

Re: Minutes of the PY24 CDBG/HOME Taskforce on 3/14/24

Recorded by: AW

1. Attendance

- Present: Anthony Warn, Lisa Larson-Torres, Phil d'Oronzio
- Absent: Syleethia Carr, Jacquana Mason, Helen Sporkin
- Withdrawn: Mary Alex (Belmont Neighborhood)
- Vacancies: 10th & Page Neighborhood; Ridge Street Neighborhood; Social Issues

2. Selection of Officers

- ~~○ AW reviewed roles & responsibilities~~
- ~~○ ___ nominated ___ for Chair; ___ seconded~~
 - ~~○ Vote; ___ appointed as Chair~~
- ~~○ ___ nominated ___ for Vice Chair; ___ seconded~~
 - ~~○ Vote; ___ appointed as Vice Chair~~
- ~~○ Rotating recorder~~
- Postponed due to lack of quorum

3. Orientation

- AW distributed review team binders
- AW led LT through the new member orientation slide deck with an assist from PdO
- AW introduced scoring criteria and scoring sheet and showed members where to find the electronic PDFs of the slides on the city's CDBG & HOME web page
- Questions & answers

4. Next Steps

- Next public review team meeting scheduled for Weekday, March 20, 2024, at 6pm at the S&P Annex location of the Office of Community Solutions

CITY OF CHARLOTTESVILLE
"To be a Place Where Everyone Thrives"



CDBG & Home Taskforce PY24

Wednesday, March 20, 2024

S&P Annex 2nd Floor, 700 East Jefferson, Charlottesville, VA 22902

6:00 – 8:30 PM

AGENDA

1. Welcome & Taskforce Business
 - a. Review of minutes from previous session
 - b. Nominations for taskforce officer(s)
2. Review of Taskforce Mission & Purpose
3. Review of Program Guidance
 - a. HUD National Objectives
 - b. CDBG & HOME Eligible Activities
 - c. Council Priorities
4. Review of Artifacts:
 - a. Application Template
 - b. Evaluation Criteria & Scoring Rubric
 - c. Final Taskforce Recommendations Sheet
5. Initial whole group review discussion
6. Wonderings & Clarifying Questions
7. Next Steps

Requests for Accessibility Assistance:

Individuals with disabilities who require assistance or special arrangements to participate in the public meeting may call the ADA Coordinator at (434) 970-3182 or submit a request via email to ada@charlottesville.gov. The City of Charlottesville requests that you provide a 48-hour notice so that appropriate arrangements can be made.

Staff Contact:

Anthony Warn, Grants Analyst
warna@charlottesville.gov
(434) 906-2582

CITY OF CHARLOTTESVILLE
"To be a Place Where Everyone Thrives"



CDBG & Home Taskforce PY24

Wednesday, March 20, 2024

S&P Annex 2nd Floor, 700 East Jefferson, Charlottesville, VA 22902

6:00 – 8:30 PM

ATTENDANCE

<i>Name</i>	<i>Representing</i>	<i>Attendance</i>
Anthony Warn	Staff	
Syleethia Carr	Rose Hill	
Jacquana Mason	Fifeville	
<i>Mary Alex (withdrawn)</i>	<i>Belmont</i>	
(vacant)	10 th & Page	
(vacant)	Ridge Street	
Lisa Larson-Torres	CCS School Board	
Phil d'Oronzio	Planning Commission	
(vacant)	Social Issues	
<i>Helen Sporkin (withdrawn)</i>	<i>At-Large</i>	

MINUTES **APPROVED**

Date: March 20, 2024

Location: S&P Annex 2nd Floor, 700 East Jefferson, Charlottesville, VA 22902

Re: **Minutes of the PY24 CDBG/HOME Taskforce**

Recorded by: LT

1. Attendance

- Present: Anthony Warn, Lisa Torres; Syleethia Carr; Phil d'Oronzio
- Absent: Jacquana Mason
- Withdrawn: Helen Sporkin
- Vacancies: 10th & Page Neighborhood; Ridge Street Neighborhood; Social Issues

2. Selection of Officers

- Chair
 - LT nominates PdO; SC seconds
 - Vote; PdO re-appointed as Chair
- Vice Chair
 - LT nominates SC as Vice-Chair; PdO seconds
 - Votes; SC appointed
- Recorder (Rotating?)

3. Review of Minutes from previous Meeting

- AW read through minutes
- PdO put forth motion to approve; SC seconds
- Minutes approved

4. Review Session

- CDBG and HOME investment priorities/categorizations per HUD and Council designation from their resolution
- For FY 24-25, see Summary of CDBG and HOME request for funding work sheet
- Agreement to recategorize NHDC Shared Use Kitchen to the Public Facilities' and Infrastructure improvements
- Majority of discussion and time spent discussing CDBG Social programs and Affordable Housing programs
- HOMEWORK to review the 11 programs in those areas

5. Next Steps

- Next meeting on the 27th unless we do not have the finalized HUD #s by then – we should hear from Anthony by the 26th via email

CITY OF CHARLOTTESVILLE
"To be a Place Where Everyone Thrives"



CDBG & Home Taskforce PY24

Sunday, April 14, 2024

Studio IX Coworking Space, Charlottesville, VA 22902

12:00 – 2:00 PM

AGENDA

1. Welcome
2. Work Session

Requests for Accessibility Assistance:

The City of Charlottesville values the participation of all members of our community in this work. Individuals with disabilities who require assistance or special arrangements to participate in any public meeting may call the ADA Coordinator at (434) 970-3182 or submit a request via email to ada@charlottesville.gov. The City of Charlottesville requests that you provide a 48-hour notice if possible so that appropriate arrangements can be made.

Staff Contact:

Anthony Warn, Grants Analyst
warna@charlottesville.gov
(434) 906-2582

CDBG Task Force: Discussion Mtg - Sunday 4/14/24

Signed In Attendance:

PBJ

Lisa Turner

Stylian

A. ~~Storvick~~
Storvick

Planning Commission
CCS School Board Rep

~~Staff~~ Alan + Anthony

J. Cano
Anthony M.



CDBG & Home Taskforce PY24

Wednesday, April 17, 2024

S&P Annex 2nd Floor, 700 East Jefferson, Charlottesville, VA 22902

6:00 – 8:30 PM

AGENDA

1. Welcome
2. Taskforce Business:
 - Review of minutes from previous session
3. Goals & Objectives
 - Taskforce Mission & Purpose
 - Council Priorities & HUD Guidance
4. Scoring Discussion
 - Scoring Discussion – CDBG
 - Scoring Discussion – HOME
5. Preliminary Funding Recommendations
6. Wonderings & Clarifying Questions
7. Next Steps
 - Next scheduled public meeting on Wednesday, April 24, 2024

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Staff Contact:

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warna@charlottesville.gov
(434) 906-2582

CITY OF CHARLOTTESVILLE
 "To be a Place Where Everyone Thrives"



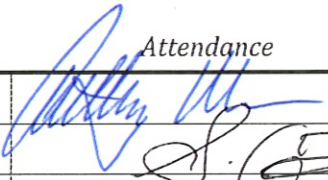
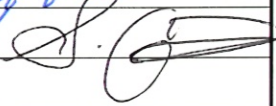
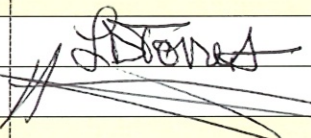
CDBG & Home Taskforce PY24

Wednesday, April 17, 2024

S&P Annex 2nd Floor, 700 East Jefferson, Charlottesville, VA 22902

6:00 – 8:30 PM

ATTENDANCE

Name	Representing	Attendance
Anthony Warn	Staff	
Syleethia Carr	Rose Hill	
Jacquana Mason	Fifeville	
(vacant)	Belmont	
(vacant)	10 th & Page	
(vacant)	Ridge Street	
Lisa Larson-Torres	CCS School Board	
Phil d'Oronzio	Planning Commission	
(vacant)	Social Issues	
(vacant)	At-Large	

Staff - Alan Peura - OCS



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Anthony Warn, Grants Analyst
warna@charlottesville.gov
 (434) 906-2582

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



Agenda Date:	June 3, 2024
Action Required:	Approval of Resolutions
Presenter:	Kristel Riddervold, Director of the Office of Sustainability
Staff Contacts:	Emily Irvine, Climate Program Manager Kristel Riddervold, Director of the Office of Sustainability
Title:	Resolutions to appropriate \$130,713 from the 2024 City Climate Protection Program – Program Support Grant with LEAP (1 of 2 readings)

Background

The City of Charlottesville's Office of Sustainability is proposing to provide \$130,713 of previously appropriated funds to the Local Energy Alliance Program (LEAP) for support to the Climate Protection Program. The City has partnered with LEAP since its establishment, and this will be the tenth Program Support Grant.

Charlottesville has been involved with climate protection related efforts at the local level for almost 20 years, beginning with the establishment of the Climate Protection Program following the City of Charlottesville's 2006 commitment through the US Mayors Climate Protection Agreement to reduce communitywide greenhouse gas (GHG) emissions. This focus and commitment were re-confirmed with the 2019 adoption of GHG emissions reduction goals and the approval of the Charlottesville Community Climate Action Plan in January 2023.

Over 95% of Charlottesville's GHG emissions are associated with non-municipal activities (the three largest sectors are residential buildings, commercial buildings, and transportation), indicating that success and progress in reducing our community's emissions requires participation of the public *and* private sectors. Emissions-reducing actions are also associated with reduced energy usage, lower utility bills, greater comfort, and health benefits. As such, the Climate Protection Program has a focus on increasing the availability, accessibility, affordability, and awareness of programs and resources that support emission-reducing actions within the community. Successful efforts have routinely included an ongoing partnership with the Local Energy Alliance Program (LEAP) through a yearly program support agreement adjusted to the current needs of the City's Climate Protection Program and the Charlottesville community.

LEAP, a Charlottesville-based 501c3 nonprofit, delivers energy efficiency solutions in Virginia to make homes safer, healthier, and more affordable, while also reducing energy usage and mitigating climate change. LEAP's alliance model is a community-based, public-private partnership.

LEAP leverages funding from various sources, including utility programs (e.g., Dominion Energy and

Charlottesville Gas' low-income weatherization programs), grant opportunities, and the City-funded Home Energy Conservation Grant program – and braids them, where possible, to expand the services available to City residents and businesses. LEAP also harnesses the support of local nonprofits and other key stakeholders to increase awareness of relevant programs and educate community members about energy efficiency and renewable energy.

In 2023, LEAP connected residents across the income spectrum with funded energy efficiency service programs and renewable energy programs, including 12 market-rate installations through Solarize Charlottesville and 21 installations through Dominion Energy's Low-Income Solar program. They also insulated 53 homes, installed 56 heat pumps and replaced 37 thermostats in the City, all of which are important home energy savings measures.

2022's Inflation Reduction Act allocated tens of millions of dollars to each state for home energy rebate programs, in addition to tax credits for energy efficiency and renewable energy installations. It is anticipated that Virginia's State-administered rebate program will open in early 2025, underscoring the need to connect City residents to these programs. 2024's proposed Program Support Agreement with LEAP reflects our plans to scale up accessibility for energy programs and services to our community.

Discussion

The proposed grant to LEAP provides ongoing support to the Climate Protection Program and continues the strategy to reduce energy consumption and associated greenhouse gas (GHG) emissions, increase cost savings for residents, and contribute to the City's climate policy goals. This year's scope includes a proposal for an expansion of our efforts to scale access to energy efficiency and renewable energy services through the establishment of a Community Energy Resource Hub with the collaboration and involvement of the Community Climate Collaborative (C3). This hub will serve both residents and business owners, helping to navigate the often-complicated maze of incentives and programs through both an online tool and personalized support. The resource hub will be equally co-funded by the City of Charlottesville and Albemarle County.

City staff has closely coordinated with LEAP on the development of this proposal and appreciates the blend of activities aimed at engaging market-rate and low-income households, rental- and owner-occupied properties, new homeowners, and layering outreach on existing and trusted communication channels to reach target demographics. The proposed grant of \$130,713 to LEAP to implement the 2024 Climate Protection Program Support Agreement (attached) during the coming year will be used to support the City's Climate Action Plan and directly responds to various strategies and key action items in the Community Buildings and Energy sector, including:

Strategy: Increase energy efficiency and onsite renewable energy use in existing buildings

- Key Action: Education/Encouragement
- Key Action: Increase participation by low-income households in fully funded programs for energy efficiency improvements and solar energy systems
- Key Action: Identify options for residents in single-family properties, as well as apartments and town-home style housing, and for both owner-occupied and rental units
- Key Action: Develop and identify funding assistance programs designed for mid-income households

- Key Action: Evaluate and increase resource support for commercial buildings

Strategy: Support transition to carbon-free sources and carbon-neutrality for building energy supply

- Key Action: Prioritize transition to electric for the Miscellaneous Heating Fuels that contribute to the Buildings and Energy sector emissions

Strategy: Leverage outside funding sources

- Key Action: Increase participation in funding programs available from Federal and State governments as well as from utility companies

The attached Memorandum of Understanding provides a summary of the purposes of the funds, program parameters desired by the City, and reporting expectations.

Alignment with City Council's Vision and Strategic Plan

Approval of the Resolutions for the 2024 Climate Protection Program Support Grant aligns directly with the adopted 2023 Climate Action Plan. It also contributes to one of the Strategic Outcome Areas (Climate Action) of the 2023 City Strategic Plan Framework.

Community Engagement

There have been and will continue to be numerous initiatives engaging various community audiences. Utilization of the resources offered through past support agreements and questions that City staff receive from community members seeking resources and information regarding improved energy use speak to community interest in these services. Additionally, public comments received during adoption of the new greenhouse gas reduction goals and development of the Climate Action Plan reflect the need for continued and increased levels of GHG emission reduction and climate adaptation actions. Since the passage of the Inflation Reduction Act, we have heard from many community members that support is needed to help people navigate federal funding opportunities.

Budgetary Impact

There is no additional budgetary impact to the City. Funding support for this program would come from previously appropriated funds in the Fiscal Year 2024 adopted operating budget for the Office of Sustainability.

Recommendation

Staff recommends approval of the Resolutions.

Alternatives

If Council chooses not to proceed, other approaches to promote energy efficiency improvements in the residential and non-residential sectors will be examined.

Attachments

1. LEAP PSA Funding Resolution (2024)
2. LEAP PSA Signature Resolution (2024)
3. 2024 CPP PSA MOU
4. 2024 CPP PSA

RESOLUTION
2024 Climate Protection Program Support Grant
\$130,713

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlottesville, Virginia that the sum of \$130,713 is hereby paid to LEAP from previously appropriated funds in the Gas Fund, Environmental Sustainability Cost Center as follows:

\$130,713	Fund: 631	Cost Center: 2711001000	G/L Account: 599999
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RESOLUTION

BE IT RESOLVED by the Council for the City of Charlottesville, Virginia, that the City Manager is hereby authorized to sign the following document, attached hereto, in form approved by the City Attorney or his designee.

Memorandum of Understanding (MOU) between the City and the Local Energy Alliance Program (LEAP) for grant funds to support the Climate Protection Program and promote energy performance improvements.

**MEMORANDUM OF UNDERSTANDING
2024 CLIMATE PROTECTION PROGRAM SUPPORT**

This Memorandum of Understanding ("MOU") is made this ____ of _____, 2024, by and among the City of Charlottesville, Virginia and the Local Energy Alliance Program.

Whereas, the City of Charlottesville, Virginia, (hereafter, the City) wishes to increase energy performance of Charlottesville homes and non-residential buildings, and to reduce the greenhouse gas associated with community-wide energy use, and;

Whereas, the Local Energy Alliance Program (hereafter, LEAP) wishes to serve our local community to conserve energy in existing buildings, to promote cost savings, job creation, sustainability, local economic development, and environmental stewardship, and;

Whereas, LEAP wishes to provide access to expertise and action steps for energy efficiency and renewable energy implementation;

Whereas, the parties agree that the intended use and release of City funds should be authorized in a mutually agreed fashion, in furtherance of these shared goals;

Now, Therefore, the City and LEAP jointly agree that upon execution of this MOU, LEAP will be granted an amount of One Hundred and Thirty Thousand Seven Hundred Thirteen (\$130,713) the source of which is already appropriated funds in Fund 631, Cost Center 2711001000, for the purpose of providing 2024 Climate Protection Program support focused on providing access to expertise and action steps for improved energy performance and making the energy efficiency actions process streamlined, easy to understand, and financially attractive, affordable, and accessible. The parties agree to the terms and conditions of this MOU as set forth below:

1. Use of Funds: The parties agree that funds may be used only for the following purposes as covered in the 2024 Climate Protection Program Support proposal.
2. Program Parameters: Upon receipt of the grant, LEAP agrees to provide the proposed program support to promote energy performance improvements.
3. Program Progress Reports: LEAP acknowledges the City's desire to receive progress reports regarding the accomplishments of the program. Both parties agree to the value of monthly meetings to ensure that pursuit of common goals is on track, using metrics outlined in the 2024 proposal. A final report will be provided at the completion of the program support scope. Progress updates may be provided to LEAP board members.
4. Modification Terms
This MOU may be supplemented, modified, or amended by mutual agreement as set forth in writing.

In Witness Whereof, the City of Charlottesville and the Local Energy Alliance Program have executed this MOU effective the last date written below.

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____

Title: _____

Date: _____

Approved as to Form:

Funds are Available:

City Attorney

Director of Finance, or designee

LOCAL ENERGY ALLIANCE PROGRAM

By: _____

Title: _____

Date: _____

2024 Climate Protection Program

LEAP Program Service Agreement

Climate Action Plan (CAP) Strategies and Actions

- Strategy: Increase energy efficiency and onsite renewable energy use in existing buildings
 - a. Key Action: Education/Encouragement
LEAP ACTION(S):
 - i. *Serve as a navigator to City residents interested in energy efficiency and solar adoption through the Energy Resource Hub (*see Addendum for additional detail)*
 - Resource Hub: 550 hours
 - a. Planning: 50 hours
 - b. Implementation: 500 hours (20 hrs/week for 25 weeks)
 - ii. *Build virtual and physical resources to provide this support*
 - Resource Hub: 280 hours
 - a. Planning: 250 hours (10 hrs/week for 25 weeks)
 - b. Implementation: 30 hours
 - iii. *Host webinars and participate in local in-person events*
 - General Program Support: 20 hours
 - Resource Hub: 175 hours
 - a. Implementation: 7 hours/week
 - iv. *Develop materials and conduct outreach to program-eligible audiences*
 - General Program Support: 50 hours
 - Resource Hub: 150 hours
 - b. Key Action: Increase participation by low-income households in fully funded programs for energy efficiency improvements and solar energy systems
LEAP ACTION(S):
 - i. *Promote a referral program for current and prior program participants*
 - General Program Support: 25 hours
 - ii. *Coordinate targeted outreach from trusted partners (i.e. Loaves and Fishes, Meals on Wheels, and houses of worship)*
 - General Program Support: 25 hours
 - iii. *Send strategic mailings to potential participants (i.e. postcards to neighborhoods, utility mailings)*
 - General Program Support: 50 hours
 - iv. *Purchase paid advertising to promote LEAP's services and the partnership between LEAP and the City*
 - General Program Support: 30 hours
 - Resource Hub: 90 hours

- c. Key Action: Develop and identify funding assistance programs designed for mid-income households

LEAP ACTION(S):

- i. *Compile and regularly update all funding assistance programs available to City residents, including federal, state, local, and utility rebates and incentives*
 - *Resource Hub: 50 hours*

The actions described above also address the following additional Climate Action Plan strategies and actions:

- Strategy: Increase energy efficiency and onsite renewable energy use in existing buildings
 - Key Action: Identify options for residents in single-family properties, as well as apartments and town-home style housing, for both owner-occupied and rental units
 - Key Action: Evaluate and increase resource support for commercial buildings
- Strategy: Support transition to carbon-free sources and carbon-neutrality for building energy supply
 - Key Action: Prioritize transition to electric for the Miscellaneous Heating Fuels that contribute to the Buildings and Energy sector emissions
- Strategy: Leverage outside funding sources
 - Key Action: Increase participation in funding programs available from Federal and State governments as well as from utility companies

Metrics

Deliverables

- Energy Resource Hub content, website, logo, and branding
- Resource Hub Office Hours & In-Person Support (location to be determined)
- Marketing materials (postcards, flyers, tabling materials, etc.)

Results

- Energy Efficiency for Market Rate (MR) and Low Income (LI)
 - Number of households audited (MR and LI)
 - Number of households served (LI)
 - Work completed in each household (LI)
 - Estimated kWh reduction (LI)
 - Aggregate natural gas reduction
 - CO₂e reductions by improvement type (where available)
- Solar
 - Number of Solarize sign-ups
 - Number of Solarize installations
 - Size and value of Solarize installations

- Number of LI solar installations
- Size and value of LI solar installations
- Projected energy offset from solar installations
- Energy Resource Hub (monthly updates)
 - Number of participants in office hours
 - Number of calls and emails
 - Number of households/businesses who access rebates/credits
 - Aggregate value of rebates/credits
 - Number of community events attended for program promotion
 - Visits to website
- General
 - Conversion rate of outreach, where trackable
 - Referrals from past participants
 - Projected utility bill impacts

LEAP will invoice the City monthly. LEAP will coordinate with City Climate Protection Program staff to make adjustments to the program and budget as needed throughout the duration of the agreement. LEAP will meet with the City monthly and provide updates on our progress; LEAP will also prepare a mid-year report and final report detailing the deliverables completed, as well as the metrics and results noted above.

The Resource Hub will be delivered through a collaboration between LEAP and the Community Climate Collaborative (C3). LEAP brings expertise in energy efficiency and renewable energy programs in the residential space, and C3 brings expertise in the commercial space. C3 will act as a subcontractor to LEAP for the execution of this work.

ADDENDUM

Energy Resource Hub

The Inflation Reduction Act (IRA) was signed into law in 2022 and will inject 370 billion dollars in actions aimed at decreasing the nation's CO2 emissions 40% by 2030, helping consumers save on energy costs, and propelling the US to become a clean energy industry leader.

Included in the IRA are funds to help homeowners, renters, and businesses to lower their energy usage and reduce their carbon footprint. The legislation includes ten years of tax credits and rebates to install clean residential, business, and vehicle technologies – from rooftop solar to heat pumps to high-efficiency appliances and electric vehicles, all of which will help consumers save money while reducing their environmental impact. Once implemented, these electrification and energy efficiency upgrades, solar installations, and EV adoptions could save thousands of dollars for households and businesses throughout the City of Charlottesville and Albemarle County and support critical progress on our community climate goals. We have an opportunity to ensure that residents and businesses understand their maximum benefits and reach their full potential to reduce community-wide carbon emissions and energy use.

Navigating energy savings rebates, tax credits, and other programs can be complicated and confusing. Some programs are age- or income-qualifying. Some are tax credits, and some will be available at point-of-sale. Some people own their homes and others rent. Everyone's homes are of different ages and have different systems in various conditions. All these variables and more impact what is available to any given community member, which can be an insurmountable barrier for many people. The goal of the Resource Hub is to help the Charlottesville community take as much advantage of these energy programs as possible, saving money and lowering emissions in the process.

In partnership, LEAP and C3 propose planning, building, and operating an Energy Resource Hub to ensure City and County residents and businesses have the tools and information they need to access and accelerate cost savings and emission reductions. The Resource Hub will have an online component and will also provide personalized assistance through both in-person office hours and telephone consultations.

Through the Energy Resource Hub, LEAP and C3 seek to:

- Leverage existing resources (US Department of Energy, VA Department of Energy, Rewiring America, etc.) to build a comprehensive and user-friendly online resource where City of Charlottesville and Albemarle County residents and businesses can easily navigate and understand federal, state, and local incentives.
- Help residents and businesses take action to decrease their emissions and thereby reduce community-wide carbon emissions.
- Provide personalized attention and work one-on-one with residents and businesses to navigate and apply for federal, state, and local incentives and rebates.

- Leverage and expand LEAP's and C3's positions as known and trusted resources for residents and businesses interested in managing their energy use and reducing their environmental impact.
- Represent the City of Charlottesville and Albemarle County at community events with regards to the resource hub.

Project Implementation

PHASE 1 - Planning and Development

The first six months of the program (July to December) will be the planning and development phase. LEAP and C3 will meet on a bi-weekly basis and will convene with City and County staff monthly. During the planning phase, we will:

- Compile and organize existing resources available from Federal, State, Local, and Utility programs
- Train and orient staff (50 hours)
- Create a marketing plan
- Build the website and dashboard (250 hours)

The planning phase will be used to answer key implementation questions, including:

- Locations and times for office hours
- Division of labor and staffing
- Process for managing customer support
- Allocation of the marketing budget (potential items include radio, TV, outdoor, online, and search ads, printed mailers, stadium signage, flyers, and banners)
- Strategy and cadence for attending community events
- Resources required for expansion

PHASE 2 - Launch and Deployment

The second half of the program term (January to June) will be the deployment phase, dedicated to piloting and executing the Resource Hub. We plan to launch to the public in January 2025. This phase will include the following, but specifics may be adjusted following our planning phase:

- Community Support (500 hours, 20 hours/week for 25 weeks)
 - Client intake and call center
 - Office hours
 - 1:1 guidance to residents and businesses
- Marketing and Outreach
 - Advertising
 - Printed materials
 - Community events

Deliverables

- Energy Resource Hub content, website, logo, and brand guidelines
- Resource Hub Office Hours & In-Person Support (location to be determined)
- Marketing materials (postcards, flyers, tabling materials, etc.)

Metrics of Success

We will use the following metrics to evaluate the success of our campaign:

- Number of participants in office hours
- Number of calls and emails
- Number of households/businesses who access rebates/credits
- Aggregate value of rebates/credits
- Number of community events attended for program promotion
- Visits to website

By creating this Hub as a partnership with the City of Charlottesville and Albemarle County, LEAP and C3 will amplify our message to residents and businesses, strengthen our credibility, and support the cost of maintaining the Hub. The funding for this pilot will be split equally between Albemarle County and the City of Charlottesville. The energy resource hub can serve as a vital resource to our local community, driving action and energy solutions to reduce greenhouse gas emissions.

About LEAP

Founded in 2009, the Local Energy Alliance Program (LEAP) delivers energy efficiency solutions in Virginia to make homes safer, healthier, and more affordable while reducing energy usage and mitigating climate change.

LEAP's primary goal is to empower individuals and organizations to make smart energy choices that benefit the environment and their wallets. We offer a wide range of services, from home energy assessments to solar installations, helping our community reduce energy consumption and lower greenhouse gas emissions via electrification.

About C3

The Community Climate Collaborative (C3) was launched in 2017 with a mission of elevating climate action at the local level. We believe the power to confront climate change and embrace climate leadership resides within our communities. Residents, businesses, and local governments have the power to take action, implement policy, and reduce emissions right at home in Charlottesville and Albemarle County, Virginia.

C3 has spent years building and testing business outreach and engagement models and will bring its expertise in building relationships with businesses both large and small. C3 has partnered with small, minority- and/or woman-owned (SWaM) businesses through its Energy Efficiency Grant Program and mid-sized to large employers with its Green Business Alliance.

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



Agenda Date:	June 3, 2024
Action Required:	Approve Appropriation
Presenter:	Laura Morris, Chief of Administration
Staff Contacts:	Laura Morris, Chief of Administration
Title:	Resolution to appropriate \$172,182 from the Virginia Department of Social Services to serve clients who are receiving auxiliary grants, adoption assistance, and independent living services (1 of 2 readings)

Background

The Virginia Department of Social Services allows local social services agencies to request additional program funding during the fiscal year based on client count and expenditures.

Discussion

The Charlottesville Department of Social Services has received \$172,182 in additional funding to serve clients who are receiving auxiliary grants, adoption assistance, and independent living services for fiscal year 2024..

Auxiliary Grants provide an income supplement for individuals who receive Supplemental Security Income (SSI) and certain other aged, blind, or disabled individuals who reside in a licensed assisted living facility (ALF) or an approved adult foster care (AFC) home.

The purpose of Adoption Assistance is to facilitate adoptive placements and ensure permanency for children. Maintenance payments provide support and services for the child and to strengthen the adoptive family.

Independent Living Services assist youth in foster care ages 14-21 in developing the skills necessary to make the transition from foster care to independent living. Services include education, transportation, and housing assistance.

Alignment with City Council's Vision and Strategic Plan

Approval of this agenda item aligns with the city's vision to provide public safety services and to support educational opportunities.

Community Engagement

Staff work directly with clients, families, and providers to provide needed services and serve as resources to other department staff and community partners.

Budgetary Impact

No local funds are required.

Recommendation

Staff recommend approval and appropriation of these funds.

Alternatives

If funds are not approved and appropriated, local funds will be needed to pay for these mandated client services.

Attachments

1. Addl Funding Resolution May 2024

RESOLUTION

Appropriating Funding Received from the Virginia Department of Social Services In the amount of \$172,182

WHEREAS, the Charlottesville Department of Social Services has received an allocation of \$172,182 in the Fiscal Year 2024 budget from the Virginia Department of Social Services to be used for clients receiving auxiliary grants, adoption assistance, and independent living services.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$172,182, upon receipt by the City, is hereby appropriated for expenditure within the FY24 budget in the following manner:

Revenue – \$172,182

Fund: 212	Cost Center: 9900000000	G/L Account: 430080	\$172,182
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Expenditures - \$172,182

Fund: 212	Cost Center: 3311002000	G/L Account: 540060	\$20,000
Fund: 212	Cost Center: 3311004000	G/L Account: 540060	\$40,000
Fund: 212	Cost Center: 3311007000	G/L Account: 540060	\$60,000
Fund: 212	Cost Center: 3333006000	G/L Account: 540060	\$47,182
Fund: 212	Cost Center: 3343008000	G/L Account: 540060	\$5,000

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



Agenda Date:	June 3, 2024
Action Required:	Resolution Approval
Presenter:	Dannan OConnell, Planner
Staff Contacts:	Dannan OConnell, Planner
Title:	Resolution considering a Sidewalk Waiver Request for the MACAA Planned Unit Development

Background

Piedmont Housing Alliance ("Applicant"), on behalf of the Monticello Area Community Action Agency ("Owner"), requests a waiver from the requirement of Section 29-182(j)(2) of the City Code for construction of sidewalks to approved City standards on both sides of every new street. The request seeks to waive the sidewalk requirement for the western side of "Road C," a new street proposed as part of the MACAA Planned Unit Development (PUD) final site plan. This development was subject to a PUD rezoning and development plan with proffers, which was approved by City Council on January 18, 2022. The approved PUD Development Plan does not show sidewalk along this stretch of "Road C," and the submitted site plan matches this layout. However, approval of the PUD Development Plan does not constitute a waiver for subdivision or engineering streetscape design standards, and an approved waiver is still required to permit the proposed sidewalk layout.

Previously, it was the practice for the Planning Commission to approve sidewalk waiver requests, as referenced within Section 29-182(j) of the subdivision ordinance; however, in 2013 the Virginia Supreme Court determined that only the legislative body (City Council) may grant this type of waiver. Existing practice for sidewalk waiver requests presented by developers pursuant to Section 29-182 is for the approval of the requested waivers to be presented to City Council for review and decision. The City's new Development Code no longer requires City Council approval to waive or modify sidewalk standards for new development projects. However, the MACAA PUD is considered vested in the City's previously approved zoning and subdivision regulations, and therefore the previous practice remains applicable to the project.

Discussion

Per Section 29-182(j)(5), the authority granting the waiver shall consider not only the factors set forth within Section 29-182(j)(5) but also Section 29-36. The applicant's analysis of these factors is included in the attached Application Materials.

Per Section 29-36, the authority granting any waiver shall consider whether due to the unusual size, topography, shape of the property, location of the property or other unusual conditions (excluding the proprietary interests of the subdivider) the requirement that is proposed to be varied or excepted

would result in substantial injustice or hardship and would not forward the purposes of this chapter or serve the public interest. Public Works-Engineering has reviewed this waiver request and confirmed that no hardships due to the physical site conditions exist for the area adjacent to 'Road C' within this development.

Per Section 29-182(j)(5), the authority shall also consider the following factors:

Whether a surface other than concrete is more appropriate for the subdivision because of the character of the proposed subdivision and the surrounding neighborhood. Alternative surfaces are not under consideration in this application.

Whether sidewalks on only one (1) side of the street may be appropriate due to environmental constraints such as streams, stream buffers, critical slopes, floodplain, tree cover, or wetlands, or because lots are provided on only one (1) side of the street. There are no environmental constraints limiting sidewalk installation on both sides of the street. However, only the east side of 'Road C' is proposed to be developed with six (6) attached townhome lots. This row of lots will be served by a sidewalk connecting them to MACAA Drive and the adjacent apartment parking area. The west side of 'Road C' is a proposed open greenspace area which will remain undeveloped per the approved PUD Development Plan.

Whether the sidewalks reasonably can connect into an existing or future pedestrian system in the area. Sidewalks will be installed on both sides of MACAA Drive, as well as the east side of 'Road C.' The latter will also connect to a public pedestrian pathway to the 250 Bypass, per the development's approved PUD rezoning. A sidewalk on the west side of 'Road C' could connect to both these proposed sidewalks, at the cost of relocating street trees and utility infrastructure and providing an additional crosswalk and stop bar.

Whether the length of the street is so short and the density of the development is so low that it is unlikely that the sidewalk would be used to an extent that it would provide a public benefit. The central greenspace west of 'Road C' is already accessible via a sidewalk off MACAA Drive, and is surrounded by off-street and on-street parking on all other sides. Adjacent sidewalks along MACAA Drive and the east side of 'Road C' provide more direct pedestrian routes through the proposed development. Therefore, staff believes there is only marginal public benefit to providing sidewalk on both sides of 'Road C.'

Whether an alternate pedestrian system including an alternative pavement could provide more appropriate access throughout the subdivision and to adjoining lands, based on a proposed alternative profile submitted by the subdivider. No proposed alternative is under consideration.

Whether the sidewalks would be publicly or privately maintained. Section 29-182(j)(2) states sidewalks shall be constructed to approved city standards on both sides of every new street, and the dedicated right-of-way for a public street shall be sufficient to permit installation of the sidewalk within the right-of-way on both sides of such street. Therefore, sidewalks would be constructed in the public right-of-way and, after approved and accepted by the City, the sidewalk improvements would be maintained by the City.

Whether the waiver promotes the goals of the comprehensive plan, including the applicable neighborhood plan; and (viii) whether waiving the requirement would enable a different principle of

the neighborhood plan to be more fully achieved. The requested waiver will not promote the goals and objectives of the 2021 Comprehensive Plan, in particular Chapter 6 (Transportation), Strategy 2.2: “Through development processes, implement and incentivize improved facilities and amenities for non-motorized travelers, including those needed to support multimodal travel by residents, workers, and visitors.”

Alignment with City Council's Vision and Strategic Plan

Public Sidewalks contribute to the Transportation Outcome Area of the City's Strategic Plan Framework: *Charlottesville provides a regional transportation system that increases mobility options and is reliable and affordable for all.*

Community Engagement

A Sidewalk Waiver Application does not require a Public Hearing or community engagement meeting. However, a community meeting and notification was conducted as part of the PUD Rezoning for this development (ZM21-00003), approved in January of 2022. A public site plan conference for the associated site plan was also held on September 21, 2022.

Budgetary Impact

If City Council grants a sidewalk waiver to an applicant in connection with the proposed development of a new subdivision/ city street, and if the City later wishes to establish a sidewalk adjacent to the developed street, the City will be required to pay for and complete that construction in accordance with its approved Capital Improvements Plan. If City Council does not grant this waiver, and a new sidewalk is established on both sides of the new city street, then the City's long-term maintenance costs will be slightly higher than if no sidewalk is constructed.

Recommendation

Although Public Works-Engineering has confirmed there are no hardships per Section 29-36 preventing the installation of a new sidewalk for the location in question, staff finds other factors could warrant waving the construction of a sidewalk in this location and recommends approval of this waiver.

Alternatives

City Council has several alternatives:

- (1) by motion, take action to deny the sidewalk waiver;
- (2) by motion, take action to approve the attached Resolution granting the requested sidewalk waiver;
- (3) by motion, defer action on the sidewalk waiver.

Attachments

1. MACAA PUD Sidewalk Waiver Application
2. MACAA PUD Sidewalk Waiver Narrative
3. RESOLUTION MACAA PUD Sidewalk Waiver



Application for a Sidewalk Waiver

Department of Neighborhood Development Services

P. O. Box 911, City Hall

Charlottesville, VA 22902

Telephone: (434) 970-3182

Tax Map and Parcel Number(s) 470007100, 470008000, 470011000

Address(es) 1025 Park St, 1021 Park St, 1023 Park St

Note: This application is only for a "waiver" to the City's sidewalks, curbs and gutters regulations. Applicants wishing to contribute funds to a sidewalk improvement fund in an amount equivalent to the cost of dedication of land for and construction of the required sidewalk, curb and gutter must use the Funds In Lieu of Sidewalk Application.

Applicant Contact Information

Name Ernecia Coles

Company Piedmont Housing Alliance

Phone 434-422-4869

Email ecoles@piedmonthousing.org

Owner Contact Information

Name Monticello Area Community Action Agency, c/o Juliana Arsali

Address 1025 Park St, Charlottesville, VA 22901

Phone 434-295-3171

Email jarsali@macaa.org

Owner's Signature:


Owner

4-9-24
Date

Required application materials and fee:

- All required materials. Contact City Planner for more information.
- Correct application fee. Checks payable to "City of Charlottesville".

Note: Incomplete applications will not be processed.

Date Received: _____	Received by: _____
Fee: _____	Cash/Check # _____

April 9, 2024

City of Charlottesville
Neighborhood Development Services
PO Box 911
610 East Market Street
Charlottesville, VA 22901

RE: MACAA Redevelopment Sidewalk Waiver

This letter is to request a sidewalk waiver for the sidewalk along the west side of proposed Road C in the MACAA Redevelopment project.

The sidewalk is required by subdivision ordinance section 29-182(j)(2), which requires sidewalks on both sides of new streets and sufficient right-of-way to include both sidewalks. The proposed design of Road C and its sidewalks is unchanged from the initial submittal of the PUD for this site, and this configuration did not receive comments during the two reviews of the PUD or the first five submittals of the Final Site Plan. The approved PUD is dated November 15, 2021.

The new sidewalk would run between the parallel parking spaces on Road C and the project's central greenspace. The central greenspace is envisioned to be a shared park-like space for residents, acting as a communal front yard for dense housing types that do not have individual yards.

Adding a sidewalk along the west side of Road C would necessitate relocating the proposed light poles and trees further away from the curb line and into the park. This would result in narrowing the central greenspace, leaving approximately 23' between tree trunks on opposite sides of the open space; this in turn limits its usability for recreation.

In order to provide connectivity and avoid a dead end path, the new sidewalk along the west side of Road C would also require the addition of curb ramps and a pedestrian crossing at the southern end of Road C, near the end of the public right-of-way. This pedestrian crossing presents challenges due to the road geometry, which necessitates the crossing to be located prior to the vehicular intersection. This in turn would require placing the stop bar motorists to stop prior to the crossing, approximately 30' before the intersection itself; this distance would likely lead to motorists either stopping in the crosswalk a second time in order to check for oncoming traffic, or rolling through the stop sign entirely as its location is atypical and counterintuitive. Additionally the new curb ramp on the east side of Road C would conflict with a storm inlet, whose location was selected to avoid conflicts with the adjacent townhouse lot and provide space for a street tree.

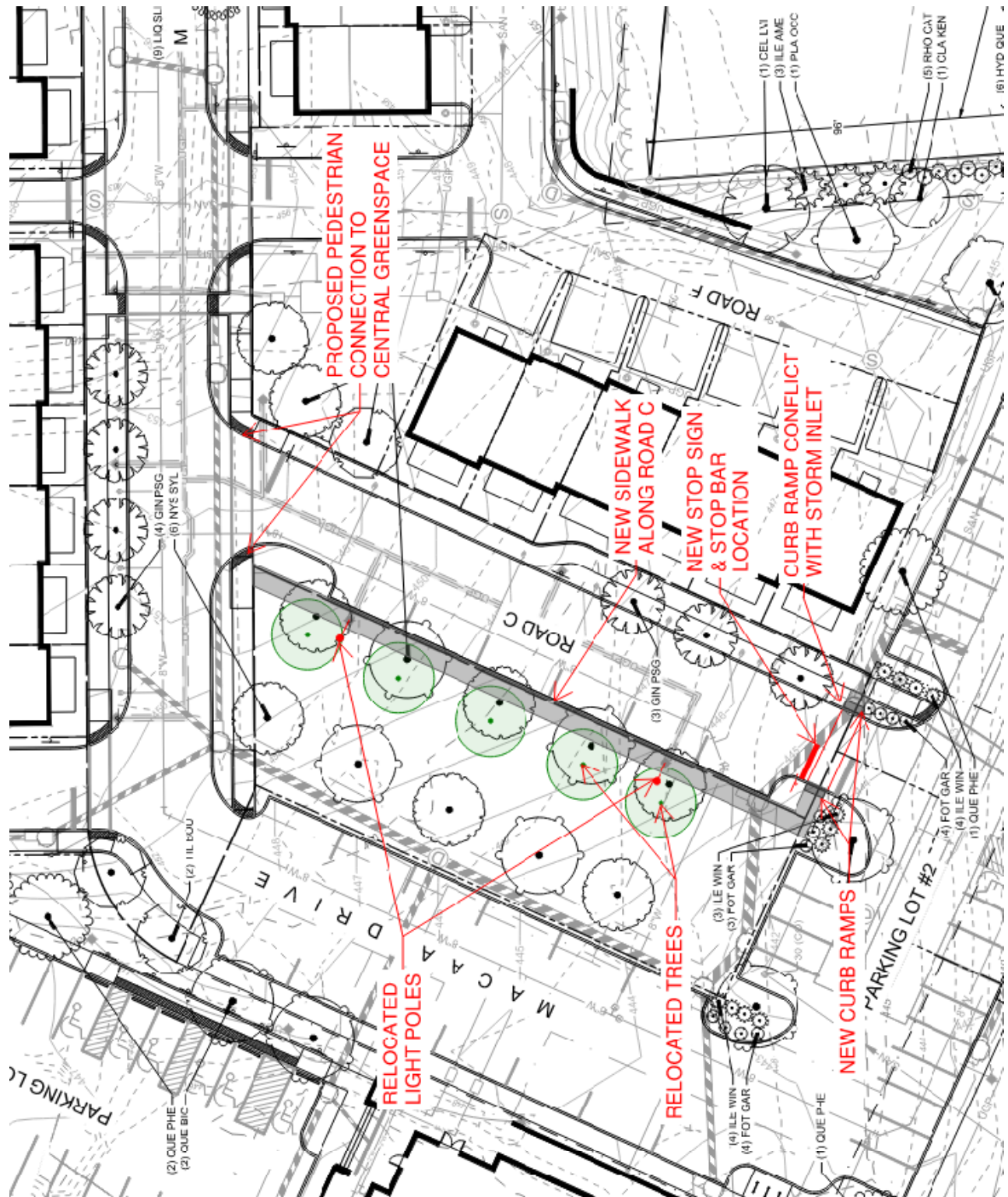
In the current design, access to the central greenspace is provided by a crosswalk at the Road C & MACAA Drive intersection and a sidewalk running parallel to MACAA Drive along the northern end of the greenspace. The greenspace is bounded by parking on the remaining sides, creating low-speed low-volume drive aisles where motorists and pedestrians are expected to coexist.

Due to the configuration of the proposed project and Road C's location toward the center of the site, the new sidewalk would not provide any additional connections to the larger street network.

The attached sketch shows the proposed design for the project overlayed with the new sidewalk along Road C, highlighting the impacts it would have on the current site design.

Sincerely,

Kevin Flynn, PE
Project Manager

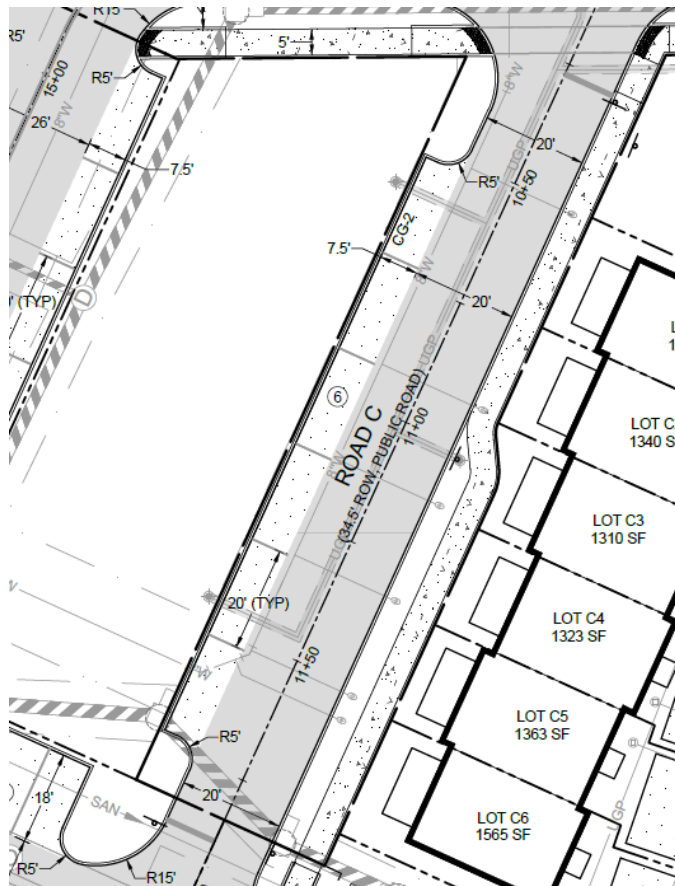


RESOLUTION
SIDEWALK WAIVER REQUEST FOR A RESIDENTIAL DEVELOPMENT
REFERRED TO AS “MACAA PUD”

WHEREAS, Piedmont Housing Alliance (“Applicant”), on behalf of the Monticello Area Community Action Agency, (“Owner”) of certain land fronting on Park Street and the Route 250 Bypass, designated on the City Tax Map and Parcel (TMP) as Parcels 470007100, 470011000, and 470008000 (collectively, hereinafter, the “Subject Property”), has submitted an application seeking a waiver of the requirement of City Code Section 29-182(j)(2) where sidewalks shall be constructed to approved city standards on both sides of every new street. This application is submitted in connection with the Applicant/Developer’s proposed development of ZM21-00003 (Planned Unit Development), and

WHEREAS, City staff has submitted to City Council a staff report providing information and staff’s recommendation regarding the sidewalk waiver request, and City Council has reviewed the application and the staff report and has considered the factors set forth within the City’s Subdivision Ordinance, Sections 29-36 and 29-182(j)(5); now, therefore,

BE IT RESOLVED by the Council for the City of Charlottesville, Virginia that the sidewalk waiver request presented to this Council by the Applicant/Developer is hereby granted along approximately one hundred fifty (150) feet along the west side of the proposed ‘Road C’ abutting City Lots currently identified as Real Estate Parcel Identification Number 470007100 as depicted below.



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



Agenda Date:	June 3, 2024
Action Required:	Approve the appropriation
Presenter:	Laura Morris, Chief of Administration
Staff Contacts:	Laura Morris, Chief of Administration
Title:	Resolution appropriating \$7,988 received from the Virginia Department of Social Services for the Percentage of Income Payment Program (1 of 2 readings)

Background

The Virginia Department of Social Services (VDSS) has provided funding to localities to administer the Percentage of Income Payment Program (PIPP). **The Charlottesville Department of Social Services has received \$7,988 from this funding.**

Discussion

The Percentage of Income Payment Program (PIPP) will assist Dominion Energy customers with household income less than 150% of the federal poverty guidelines to maintain their electric service by making payments based on their household income instead of their utility bill amount. Benefits staff from the Department of Social Services will process applications and enroll approved local residents in the program. The funding will be used for staffing and related administrative costs needed to administer the program.

Alignment with City Council's Vision and Strategic Plan

This aligns with the city's commitment to provide safety services and to build collaboration with community partners.

Community Engagement

Budgetary Impact

Department staff will work closely with the community to promote the program and enroll residents that are eligible.

Recommendation

Approval and appropriation of the funds

Alternatives

The Department will be unable to administer the program which is mandated by the Virginia Department of Social Services.

Attachments

1. PIPP Funding Resolution May 2024

RESOLUTION

**Appropriating Funding Received from the Virginia Department of Social Services to
administer the Percentage of Income Payment Program (PIPP)
In the amount of \$7,988**

WHEREAS, the Charlottesville Department of Social Services has received an allocation of \$7,988 in the Fiscal Year 2024 budget from the Virginia Department of Social Services to be used to administer the Percentage of Income Payment Program (PIPP).

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$7,988, upon receipt by the City, is hereby appropriated for expenditures within the FY24 budget in the following manner:

Revenue – \$7,988

Fund: 212	Cost Center: 9900000000	G/L Account: 430080	\$7,988
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Expenditures - \$7,988

Fund: 212	Cost Center: 3301005000	G/L Account: 510010	\$7,988
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**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	June 3, 2024
Action Required:	Approve Resolution (1 reading)
Presenter:	Krisy Hammill, Director of Budget, Todd Divers, Commissioner of the Revenue
Staff Contacts:	Krisy Hammill, Director of Budget Todd Divers, Commissioner of the Revenue Jason Vandever, City Treasurer
Title:	Resolution to reallocate Tax and Rent Relief Budgets

Background

Annually, Charlottesville's City Council allocates funding in the General Fund for the Charlottesville Homeowner Assistance Program (CHAP) and tax and rent relief for the elderly and disabled.

CHAP provides a grant in aid to any qualified natural person who owns and occupies property in the city and who meets certain eligibility requirements. The grant amount is a fixed amount and based on the applicant's income.

The Rental Relief program provides payment of grants to qualified tenants residing in the city who are sixty-five (65) years of age or who are permanently and totally disabled. The Real Estate Tax Relief program provides real estate tax relief for qualified property owners who are sixty-five (65) years of age or who are permanently and totally disabled.

Discussion

The budgets for these programs are projected and approved months in advance of the time that applications and requests for assistance are submitted and received by the City. As a result, staff must rely on past trends and other empirical information in order to make a recommendation for the budget amounts for each program. In FY 2024, the budget included a total of \$2,645,000 for all the grant and relief programs. To date, a total of \$2,635,553 has been awarded. The FY 2024 budget resolution passed by Council last April included specific budget amounts for each specific program. Some of the programs came in under budget while others are over budget. This resolution requests that the Council revise the budget for each program so that the financial record will accurately reflect the Council's approval of the relief which has been granted. A summary table of the recommended revisions is illustrated below:

<u>Relief Type</u>	<u>Original Budget</u>	<u>Adjustments</u>	<u>Revised Budget</u>	<u>Actual</u>	<u>Variance</u>
Rent Relief for Disabled	\$ 190,000	\$ (89,974)	\$ 100,026	\$ 100,026	\$ (0)
Rent Relief for Elderly	35,000	(4,957)	30,043	30,043	0
Tax Relief for Disabled	290,000	(74,395)	215,605	215,605	0
Tax Relief for Elderly	750,000	285,838	1,035,838	1,035,838	0
Stormwater Assistance	20,000	4,542	24,542	24,542	0
CHAP	1,360,000	(121,054)	1,238,946	1,229,500	9,446
	\$ 2,645,000	\$ -	\$ 2,645,000	\$ 2,635,553	\$ 9,447

Alignment with City Council's Vision and Strategic Plan

This change aligns with the City's vision to be a place where everyone thrives by targeting tax relief where it is most needed. It reflects the City's commitment to implement equitable practices and policies across all of its activities. It further reflects the City's strategic outcome area of organizational excellence by delivering excellent service to the community.

Community Engagement

N/A

Budgetary Impact

There is no impact on the City's total budget as this resolution only requests a reallocation of the budget approved for tax and rent relief.

Recommendation

Staff recommends approval of the resolution.

Alternatives

N/A

Attachments

1. Resolution for Tax and Rent Relief Budget Adjustments

RESOLUTION
Reallocating Budget Amounts for the Tax and Rent Relief Accounts

WHEREAS, the City of Charlottesville through the FY 2024 Budget process allocated a total of \$2,645,000 to be used for the tax, homeownership, and rent relief programs;

WHEREAS, the amounts originally budgeted were based on projections and do not align with the actual awards for each program;

THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the tax, homeownership and rent relief budgets be reallocated in the following manner:

Budget Increases

\$285,838	Fund: 105	Cost Center: 1813006000	G/L Code: 540064
\$4,542	Fund: 105	Cost Center: 1813007000	G/L Code: 540065

Budget Decreases

\$89,974	Fund: 105	Cost Center: 1813003000	G/L Code: 540061
\$4,957	Fund: 105	Cost Center: 1813004000	G/L Code: 540062
\$74,395	Fund: 105	Cost Center: 1813005000	G/L Code: 540063
\$121,054	Fund: 105	Cost Center: 3343019000	G/L Code: 540065

<u>Account Code</u>	<u>Relief Type</u>	<u>Original Budget</u>	<u>Adjustments</u>	<u>Revised Budget</u>	<u>Actual</u>	<u>Variance</u>
1813003000-540061	Rent Relief for Disabled	\$ 190,000	\$ (89,974)	\$ 100,026	\$ 100,026	\$ (0)
1813004000-540062	Rent Relief for Elderly	35,000	(4,957)	30,043	30,043	0
1813005000-540063	Tax Relief for Disabled	290,000	(74,395)	215,605	215,605	0
1813006000-540064	Tax Relief for Elderly	750,000	285,838	1,035,838	1,035,838	0
1813007000-540065	Stormwater Assistance	20,000	4,542	24,542	24,542	0
3343019000-540065	CHAP	1,360,000	(121,054)	1,238,946	1,229,500	9,446
		\$ 2,645,000	\$ -	\$ 2,645,000	\$ 2,635,553	\$ 9,447

BE IT FURTHER RESOLVED by the Council of the City of Charlottesville, Virginia that should other budget transfers be necessary between these accounts, the City Manager is authorized to do so in accordance with the reasoning set forth in this resolution.

Approved by Council

Kyna Thomas, CMC

Clerk of Council

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



Agenda Date:	June 3, 2024
Action Required:	Approval of Resolution
Presenter:	Samuel Sanders, Jr., City Manager
Staff Contacts:	Jason Vandever, City Treasurer Krisy Hammill, Director of Budget
Title:	Resolution to transfer \$9,064,654 to the City's Retirement Fund (1 of 2 readings)

Background

The Charlottesville Supplemental Retirement Fund, and the Post-Retirement Benefits Fund, together constitute the Pension Plan, which is designed to provide City employees with a valuable pension to supplement social security benefits upon retirement. Regular employees may enroll in the plan but are not vested until they have completed five years of service. The Pension Plan is a trust (fiduciary) fund supported by contributions paid by the City and plan members. The trust accumulates funds for the purpose of paying out future pension and post-retirement benefits accumulated by employees who participate in the plan.

Discussion

Under the current pension funding formula, the City's actuary assumes that the City's covered payroll costs will increase at a rate of approximately 3% annually. If the City's covered payroll exceeds an annual growth rate of 3%, an unfunded liability is created in the pension plan, because future pension benefits, which are based on projected final compensation, are growing at a rate faster than the City's underlying actuarial assumption. In FY25, implementation of the collective bargaining contracts and the class and compensation changes for unaffiliated employees will exceed the normal cost of the assumed 3% payroll growth at an additional one-time cost of \$9,064,654. By pre-funding this cost (using year-end funds from the FY23 surplus), instead of amortizing the cost into future years, the City is ensuring that the pay changes implemented in FY 25 are fully funded at the time they are granted. This is best practice in pension plan management and ensures that the City is not increasing the unfunded liability in the plan.

Based on the estimates provided by the actuary, the one-time cost of \$9,064,654 is broken down as follows:

Fire Contract - \$3,241,449
Police Contract - \$776,428
Transit Contract - \$514,450
General Classification and Compensation (unaffiliated employees) - \$4,532,327

Alignment with City Council's Vision and Strategic Plan

This change aligns with the City's vision to be a place where everyone thrives and reflects the City's strategic outcome area of organizational excellence by striving to compensate employees fairly and competitively.

Community Engagement

The City Council's approval of its collective bargaining ordinance and the compensation study have been discussed during multiple public meetings. The need to add additional funds to the retirement fund was also discussed with the Council and the public during the FY 2025 budget development process.

Budgetary Impact

The transfer to the Retirement Fund will be made using the existing budget in the CIP contingency account. The CIP contingency account is funded with year-end surpluses as prescribed by the City's Fund Balance policy. On February 5th, 2024, City Council approved a resolution to appropriate \$15,820,931 from the FY23 year-end surplus to the CIP contingency fund. This proposed allocation will use \$9,064,654 of the FY23 year-end surplus, leaving \$6,756,277 in the CIP contingency for further use.

Recommendation

Staff recommends approval of the resolution.

Alternatives

Council could choose not to approve the transfer which would cause the Retirement Fund to be under-funded. The balance would be amortized through the City's contribution, with interest, over 15 years, adding approximately \$1 Million a year to the City's contribution.

Attachments

1. CIP Contingency Transfer - Retirement Fund Transfer

RESOLUTION
Appropriating the transfer of \$9,064,654 from the CIP Contingency fund to the City's Retirement Fund

WHEREAS, implementation of the collective bargaining contracts and the class and compensation changes for unaffiliated employees will exceed the projected annual pension cost;

WHEREAS, best practice for pension plan management is to ensure that the pay changes implemented in FY 25 are fully funded at the time they are granted;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the following is hereby transferred from CIP Contingency funds in the following manner:

Transfer From

\$9,064,654	Fund: 426	WBS: CP-080	G/L Account: 561869
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Transfer To

\$9,064,654	Fund: 869	Cost Center: 1921001000	G/L Account: 498426
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**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	June 3, 2024
Action Required:	Approve and appropriate funding
Presenter:	Laura Morris, Chief of Administration
Staff Contacts:	Laura Morris, Chief of Administration
Title:	Resolution appropriating \$45,567 from the Virginia Department of Social Services to use for overtime for Medicaid unwinding (1 of 2 readings)

Background

The Virginia Department of Social Services has provided funding to local departments of social services to use for overtime for Medicaid unwinding. The Charlottesville Department of Social Services has received \$45,567 in funding.

Discussion

With the expiration of the continuous enrollment condition authorized by the Families First Coronavirus Response Act (FFCRA), departments of social services throughout the United States have resumed normal operations, including restarting full Medicaid eligibility renewals and terminations of coverage for individuals who are no longer eligible. The Charlottesville Department of Social Services has roughly 7,800 Medicaid cases. As of May 20, 2024 there are an estimated 200 cases that still need to have eligibility re-determined. This is due to the efforts of the staff in the benefits division who have worked diligently to complete the renewals while maintaining their other client programs and processing new applications.

Alignment with City Council's Vision and Strategic Plan

This aligns with the city's strategic plan to provide residents with safety services and to have staff who are well-trained and dedicated to delivering excellent services to the community.

Community Engagement

Benefits staff work closely with residents to re-determine eligibility for Medicaid and other benefit programs.

Budgetary Impact

The Virginia Department of Services is providing 100% of the funding. There is no local match required.

Recommendation

Staff recommend approval and appropriation of the funding.

Alternatives

if not approved, local funding will be needed to cover the additional overtime worked.

Attachments

1. Overtime Funding Resolution May 2024

RESOLUTION

Appropriating Funding Received from the Virginia Department of Social Services to provide overtime for Medicaid unwinding In the amount of \$45,567

WHEREAS, the Charlottesville Department of Social Services has received an allocation of \$45,567 in the Fiscal Year 2024 budget from the Virginia Department of Social Services to be used to provide overtime for Medicaid unwinding.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$45,567, upon receipt by the City, is hereby appropriated for expenditures within the FY24 budget in the following manner:

Revenue – \$45,567

Fund: 212	Cost Center: 9900000000	G/L Account: 430080	\$45,567
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Expenditures - \$45,567

Fund: 212	Cost Center: 3301005000	G/L Account: 510060	\$45,567
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**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	June 3, 2024
Action Required:	Staff recommends the appropriation of these funds.
Presenter:	Riaan Anthony, Interim Director
Staff Contacts:	Riaan Anthony, Interim Director
Title:	Resolution to appropriate \$10,000 for The Tonsler League (1 of 2 readings)

Background

The Tonsler League, originally established in 2010 by Damien Banks as the Banks Collage Basketball Association (BCBA), was taken over in 2022 by Dr. Wes Bellamy and renamed the Tonsler League in honor of Benjamin Tonsler, a prominent community leader and former principal of the first Black school in Charlottesville. The league, which plays from June through August at Tonsler Park, has grown to include a kids' and women's league, expanding its reach and impact. Sponsored by the City's Parks and Recreation Department for the past three years, the Tonsler League has become a very popular activity, especially among our African American community members. It fosters a strong sense of place and belonging, creating an infectious, family-like atmosphere each summer.

Discussion

For the past three years, the Parks and Recreation Department has provided funding to this partnership, contributing \$15,000 annually. Thanks to this support, the league has been able to expand its offerings to the community. They have successfully introduced both a women's league and a kids' league, broadening their reach and inclusivity within the community. In light of these developments and the increased scope of their programs, with the support of Parks and Recreation, the league is now requesting an additional \$10,000 from the Vibrant Community Fund to further support and sustain their expanded activities.

Alignment with City Council's Vision and Strategic Plan

Charlottesville provides, encourages, and supports a wide range of recreation, green space, art, and cultural programs and opportunities.

Community Engagement

The Tonsler League is well attended by the community during the summer season and the community is looking forward to the expanded activities.

Budgetary Impact

These funds will be paid from the unallocated Vibrant Community Funds appropriated as part of the FY 25 City Council Adopted Budget.

Recommendation

Staff recommends the appropriation of these funds.

Alternatives

N/A

Attachments

1. Tonsler League

RESOLUTION

Appropriating the amount of \$10,000 for the Tonsler League

WHEREAS Council has appropriated funding for outside and nonprofit agencies as part of the FY 25 competitive Vibrant Community Fund (VCF) process;

AND WHEREAS for FY 25, there was a remaining unallocated balance of \$12,000;

BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$10,000 is hereby appropriated to provide funding to the Tonsler League as follows:

Expenditures:

\$10,000 Fund: 105

Cost Center: 9743056000

G/L Account: 540100



City Manager's Report

*Offices of the City Manager
Elected & Appointed Officials*

6-3-2024

City Manager – Sam Sanders (he/him)

- Spoke on The Exchange of Change panel at the HUMAN. Conversations event in the City on 5/24. We discussed managing change within organizations.
- Attended Rivanna Water and Sewer Authority and the Rivanna Solid Waste Authority meetings on 5/28.
- Attended a quarterly regional executive's lunch hosted by Orange County to bring together leaders and focus on regionalism.
- Took a construction tour on 5/22 of the Charlottesville General District Court, Buford Middle School, Belmont Bridge, and the Bypass Fire Station.

Deputy City Manager for Administration – Eden Ratliff (he/him)

- Met with representatives from the CA-SPCA and the County of Albemarle to discuss the operations of the shelter and funding needed in a new contract. The current contract expires in March 2025 due to its termination by the SPCA.
- Worked with the Human Resources, Budget and Performance Management, and Information Technology Departments on the implementation and notification of the citywide Classification and Compensation Study.
- Worked in the City Attorney's Office on a new legal intake system to improve the office workflow.
- Reviewing applications for the vacancy Assistant/Deputy City Attorney positions.

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

- Thank you to all who provided feedback on the City's new external newsletter that will launch this summer. We received over 250 responses, and we will work to incorporate your feedback.
- Don't forget to catch our new Public Affairs TV show, Inside Charlottesville, on local channel 10. The show will include monthly updates from the City Manager, Police Chief and Fire Chief, various City departments, new hires, events, and more.
- We are hosting a ribbon cutting for Belmont Bridge on 6/28.

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

- The Energy and Water Management Program (EWMP) and the Climate Program delivered Climate Kits to the entire 5th grade class at Walker Upper Elementary in partnership with the Community Climate Collaborative. Also, EWMP helped the entire 3rd grade at Venable Elementary perform a school water audit and update

some of their higher flow faucets with water efficient flow rates. Thanks to the Ocean Explorer's Club at Venable for campaigning to audit their school and commitment to saving water. Lastly, the EWMP met with the entire 4th grade class at Greenbrier Elementary for presentations of their energy and water conservation ads.

- Several OS staff members attended the recent Southeast Sustainability Directors Network annual meeting and participated in two different panel presentations focused on the Resilient Together project as well as plans for our formula funded federal Energy Efficiency Conservation Block Grant funding and a partnership approach with LEAP and C3 and Albemarle County on the establishment of an Energy Local Resource Hub to community members and businesses have the tools and information they need to access and accelerate energy related cost savings and emission reductions.
- The Resilient Together Team has continued to engage with the community in various ways, including giving a project update at UVA's Sustainability Awards Luncheon, presenting at C3's quarterly Green Business Alliance meeting, and tabling at Riverfest.
- Grant application submitted to a federal Department of Energy funding opportunity for a proposed project at CATEC involving LED lighting retrofits throughout the facility, roof-top solar, EV charging infrastructure, and a clean energy workforce development partnership with FLIPP, an 501c3 education/training provider offering NABCEP (North American Board of Certified Energy Practitioners) accredited training.

Office of Community Solutions – Director Alex Ikefuna (he/him)

- Bridge for Connectivity over Pollocks Branch Creek at CRHA on First Street: OCS, working with Parks & Recreation, submitted a grant application to the VA Department of Conservation & Recreation requesting \$350,000 to fund the construction of a trail bridge over the Pollocks Branch creek that would connect the Pollocks Branch Trail at 1st Street South at the CRHA community with Rockland Avenue across the creek. This bridge will improve neighborhood connectivity but also improve safety as this location is used as a regular shortcut despite the unsafe crossing through the creek. Additionally, this project would also provide CRHA and surrounding neighborhoods with recreation facility.
- Blue Ridge Area Food Bank (BRAFB): Teardown of the existing cooler unit and materials acquisition has begun, and construction of the new unit is scheduled to begin shortly. (The old cooler unit is being donated by BRAFB to a local food pantry that has great need for it, further extending the beneficial impacts of this project). Working together with other city staff and the BRAFB team, OCS sought out a win-win solution in which \$215,000 in Community Development Block Grant

(CDBG) funding was recommended, and Council approved to fully fund a new commercial cooler and associated electrical improvements. This improvement would enable BRAFB to acquire a new, larger, and more-energy-efficient commercial cooler for their Charlottesville distribution center so they can expand the amount of fresh produce they can deliver to their partner food banks, pantries and other community organizations.

- The 2024–2025 CDBG/HOME Annual Action Plan: The city’s CDBG/HOME Taskforce has completed the review of the 17 applications submitted for funding considerations. The recommendations were presented at a public hearing before the Planning Commission on May 14, and to the City Council on May 20, with a second reading scheduled for June 3. A 30-day public comment period runs from May 1 through May 31, 2024. Once approved by the City Council, the final Action Plan will be sent to HUD for final approval.
- Pollocks Branch Trail Bridge at Jordon Park: An update from the Parks & Rec project manager indicates that site prep and construction will begin as early as the week of Monday, May 27, 2024. The benefits of the project include the construction of a bicycle and pedestrian ADA accessible bridge to connect Jordon Park to the developing Moores Creek trail between Avon Street and 5th Street. This project is funded with \$171,655.34 in CDBG funds.
- ADA Accessibility Enhancements Program at Johnson Elementary School Playground: OCS is partnering with the Public Works Department to undertake 2024 ADA Accessibility Enhancements Program at Johnson Elementary Playground project. This initiative was developed by the Department of Public Works to implement a number of ADA/accessibility enhancements in and around a much-loved playground at Johnson Elementary in the heart of the city's Fifeville neighborhood. Through this project, Public Works will remove significant and long-standing barriers to access for mobility impaired students and visitors to the playground and to construct new ADA compliant pathways, both leading out from the school itself as well as into the playground from the parking lot with the school's accessible parking spaces, among other associated enhancements.
- OCS staff will be taking before Council at its Monday 3 June public hearing a proposal to reprogram unspent CDBG funds from prior program years to support this project, with construction scheduled to start shortly after the end of the current school year and to be completed later this summer of 2024, well before the start of the new school year.
- Citywide Agreements Inventory Report: Completed Citywide Agreements Inventory Report designed to provide City Administration a more effective and efficient process for the management of city agreements.
- Friendship Court/Kindlewood, Phase 2: Funding agreement for the Phase 2 of the project has been completed and scheduled for the City Council review and approval on June 3, 2024. This phase of the project would create 104 affordable

units. There are four phases in the project. The City Council has approved a total of \$5.750 million in the City Capital Improvements Plan to support infrastructure development and Friendship Court redevelopment of Phase 2.

- The Charlottesville Affordable Housing Fund (CAHF)/Housing Operation Program Support (HOPS): Completed the grant agreements for CAHF funding and HOPS. The agreements are currently being signed by agencies approved for funding.
- Housing Equity and Anti-Displacement Toolkit (HEAT): Final drafts of the Land Bank Program/Ordinance and Tax Abatement/Performance Grants framework are under internal review before the City Council presentation at a later day/time. OCS staff engaged with Fifeville's Anti-Displacement workgroup in May. Meetings with Meadows Neighborhood members are scheduled for June to discuss housing equity and the Anti-Displacement Toolkit.
- South First Street, Phase 2: Staff has finalized discussions with the Charlottesville Redevelopment Housing Authority (CRHA) and its development team, and the revised Memorandum of Agreement is currently undergoing internal processing and review. This agreement will be presented to the City Council at a later date, following approval by the City Manager. Phase 2 of the project, comprising 113 units, is funded with an additional \$3 million from the City Council, bringing the city's commitment to \$6 million.

Budget Department – Director Krisy Hammill

- The FY25 Adopted Budget online book is now available online at www.charlottesville.gov/budget

Finance Department – Director Chris Cullinan

- Training sessions are currently being held for OpenGov Procurement - the City's new online procurement system. The go live date for the system is set for June 10, 2024.
- The Assessor's Office recently completed the 2023 reassessment. A total of 15,600 assessments were conducted. Of that total, only 0.74% were appealed resulting in a decrease of 0.35% of the total assessment. These numbers are in line with averages for the past several years.

City Manager's Office – ADA Coordinator Paul Rudacille

- The city's ADA transition plan is currently 75% complete. The ADA Coordinator's office handled 32 different requests or complaints related to accessibility during the month of May 2024. Common issues included requesting repairs to sidewalks and curb ramps, inquiries about accessibility at city facilities, and concerns from residents about barriers they were encountering.
- The transition plan work this past month has focused on completing accessibility upgrades at several municipal buildings, as well as improving crosswalk signals and curb ramps in high-traffic areas. The city remains committed to fully implementing the ADA transition plan and continuing to address accessibility barriers for residents and visitors.

Office of Human Rights – Director Todd Niemeier

- The Human Rights Commission and Office of Human Rights will be presenting their CY2023 Annual Report during the June 3, 2024, meeting.

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



Agenda Date:	June 3, 2024
Action Required:	1st of 2 Readings of Ordinance/Public Hearing
Presenter:	Chris Cullinan, Director of Finance, Lauren Hildebrand, Director of Utilities
Staff Contacts:	Chris Cullinan, Director of Finance Lauren Hildebrand, Director of Utilities
Title:	Public hearing and Ordinance to amend and reordain Chapter 31 (Utilities) of the Code of the City of Charlottesville, 1990, as amended, to establish new utility rates and service fees for City gas, water and sanitary sewer (1 of 2 readings)

Background

The City of Charlottesville owns and operates public utilities for water, wastewater, natural gas and stormwater. Utility services are essential on a daily basis to both individuals and to the entire community. Thoughtful, deliberate planning and sufficient financial resources ensure safe, efficient and orderly maintenance and operation of these systems. The need for investment in our utility systems is not without cost, but our utility rates must also be balanced with the need for continued affordability for our customers.

Each of the City's utilities is accounted for separately as enterprise funds. Enterprise funds are operated on a self-supporting basis, meaning that each utility is required to cover the full costs of providing its service. The City's utilities are funded solely through their rates and related fees and charges and are not subsidized with general tax revenues. The utilities do not operate on a for-profit basis. As such, utility rates are calculated annually to bring each fund to a break-even point; however, variable factors such as weather, usage, and number of customers may result in an unexpected operating surplus or deficit during any given year. If so, the surpluses or deficits are accounted for and remain within their respective utility fund.

Rivanna Water and Sewer Authority (RWSA), which provides the treatment services for the City, is one of the largest fixed cost elements for the water and wastewater budgets. For FY'25, the rates for RWSA have increased, and they are incorporated in the City's proposed utility rates.

Discussion

Proposed Utility Rates for FY'25

The budgets for each of the utilities have been thoroughly examined for opportunities to minimize costs without sacrificing service. Based on the revenue requirements needed to operate and maintain each utility and the above recommendations, the City is proposing the following rates in the

water, wastewater, and gas utility:

- \$76.87/1,000 cubic feet (cf) of water (average annual composite rate of seasonal rates),
- \$92.55/1,000 cf of wastewater, and;
- \$74.04/8,000 cf of natural gas.

In addition, the proposed Monthly Services Charges for Water and Wastewater are as follows:

Water Monthly Service Charge			
Meter Size	Current Monthly Service Charge	Proposed Monthly Service Charge	\$ Change
5/8"	\$6.50	\$7.50	\$1.00
1"	\$16.25	\$18.75	\$2.50
1 1/2"	\$32.50	\$37.50	\$5.00
2"	\$52.00	\$60.00	\$8.00
3"	\$104.00	\$120.00	\$16.00
4"	\$162.50	\$187.50	\$25.00
6"	\$325.00	\$375.00	\$50.00
14"	\$2,128.75	\$2,456.25	\$327.50

Wastewater Monthly Service Charge			
Meter Size	Current Monthly Service Charge	Proposed Monthly Service Charge	\$ Change
5/8"	\$6.50	\$7.50	\$1.00
1"	\$16.25	\$18.75	\$2.50
1 1/2"	\$32.50	\$37.50	\$5.00
2"	\$52.00	\$60.00	\$8.00
3"	\$104.00	\$120.00	\$16.00
4"	\$162.50	\$187.50	\$25.00
6"	\$325.00	\$375.00	\$50.00
14"	\$2,128.75	\$2,456.25	\$327.50

For the stormwater utility, there are minimal changes to the budget and stormwater fees are proposed to remain unchanged for the coming year at \$1.20 per 500 square feet of impervious

surface.

Impact on Average Customer

Utility customers continue to conserve water and natural gas, which is both good for the environment and for their utility bill. The average residential water customer is using 400 cubic feet (cf) per month. Similarly, the average residential gas customer is using 4,600 cf. Based on these usage figures and the proposed utility rates, the average residential customer is projected to spend the following per month:

<u>Service</u>	<u>Current</u> (based on rates adopted 7/1/23)	<u>Proposed</u> (Effective 7/1/24)	<u>Change</u>	<u>Percent</u>
Water ¹	\$36.57	\$38.25	\$1.68	4.59%
Wastewater ¹	\$41.84	\$44.52	\$2.68	6.41%
Natural Gas ¹	\$50.45	\$54.03	\$3.58	7.10%
Stormwater ²	\$5.86	\$5.86	\$0	0%
TOTAL	\$134.72	\$142.66	\$7.94	5.89%

1. Rates include monthly service charge.
2. The budget impact shown reflects a residential monthly average fee and provides consistency with other utilities. Stormwater fees are rounded to the next whole billing unit and are billed to property owners biannually.

For City residential customers who receive water, wastewater, stormwater and natural gas (82.5% of City residents), their total utility bill is projected to rise by \$7.94 per month, or 5.89%. For residential customers who receive just water, wastewater and stormwater service, their utility bill will increase by \$4.36 per month, or 5.17%. The proposed rate report can be found at <https://www.charlottesville.gov/602/Utility-Billing>.

Alignment with City Council's Vision and Strategic Plan

City Utilities operations supports City Council's Vision and Strategic Plan. It contributes to the Strategic Plan's Outcome Areas of Climate Action and Organizational Excellence:

Community Engagement

The public hearing is being held at tonight's Council meeting to establish the rates for City utility services (water, sanitary sewer, natural gas and stormwater). These rates would be effective as of July 1, 2024, if approved by Council on June 17, 2024. The notice for the public hearing was advertised in the newspaper during the weeks of May 13, 2024 and May 20, 2024.

Budgetary Impact

The Utility Funds (water, wastewater, and natural gas) are self-sustaining enterprise funds that are supported by the revenues from customers' usages. The stormwater fee is based on the impervious surface of the property.

Note: The approval of the utility rates has no impact on the General Fund.

Recommendation

Staff recommends approval of the proposed rates.

Alternatives

As noted above, the utilities operate on a self-sustaining, break-even basis. If the proposed rates are not adopted, the utilities would not financially perform in this manner which in turn would impact the City's ability to efficiently and reliably operate these systems. The City's ability to invest in these critical infrastructure systems would be negatively impacted as well. Additionally, the City would not meet its long-term financial policy by not having sufficient working capital for its utilities.

Attachments

1. FY2025 Utility Rate Ordinance
2. At a Glance FY2025
3. Operations Overview FY2025

**AN ORDINANCE
AMENDING AND REORDAINING CHAPTER 31 (UTILITIES) OF THE CODE
OF THE CITY OF CHARLOTTESVILLE, 1990, AS AMENDED,
TO ESTABLISH NEW UTILITY RATES AND SERVICE FEES
FOR CITY GAS, WATER AND SANITARY SEWER.**

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

1. Sections 31-56, 31-57, 31-60, 31-61, 31-62, 31-102, 31-106, 31-153, 31-156 and 31-158 of Chapter 31, of the Code of the City of Charlottesville, 1990, as amended, are hereby amended and reordained as follows:

CHAPTER 31. UTILITIES

ARTICLE II. GAS

DIVISION 2. TYPES OF SERVICE; SERVICE CHARGES

Sec. 31-56. Rates - Generally.

The firm service gas rates based on monthly meter readings shall be as follows:

Basic Monthly Service Charge	\$ 10.00	
First 3,000 cubic feet, per 1,000 cubic feet	\$9.2491	<u>\$9.7813</u>
Next 3,000 cubic feet, per 1,000 cubic feet	\$8.7216	<u>\$9.1798</u>
Next 144,000 cubic feet, per 1,000 cubic feet	\$8.1941	<u>\$8.5784</u>
All over 150,000 cubic feet, per 1,000 cubic feet	\$7.6666	<u>\$7.9769</u>

Sec. 31-57. Air conditioning...

Sec. 31-60. Interruptible sales service (IS).

(a) *Conditions. . . .*

(b) *Customer's agreement as to discontinuance of service. . . .*

(c) *Basic monthly service charge.* The basic monthly charge per meter for interruptible sales service ("IS gas") shall be sixty dollars (\$60.00).

(d) *Rate.* For all gas consumed by interruptible customers the rate shall be ~~\$7.2264~~ \$7.3466 per one thousand (1,000) cubic feet for the first six hundred thousand (600,000) cubic feet, and ~~\$6.6275~~ \$6.6850 per one thousand (1,000) cubic feet for all volumes over six hundred thousand (600,000) cubic feet.

(e) *Annual Minimum Quantity.* Interruptible rate customers shall be obligated to take or pay for a minimum quantity of one million two hundred thousand (1,200,000) cubic feet of gas annually. Each year, as of June 30, the director of finance shall calculate the total consumption of each interruptible customer for the preceding twelve (12) monthly billing periods and shall bill any customer that has consumed less than the minimum quantity for the deficient amount at the rate of ~~\$7.2264~~ \$7.3466 per one thousand (1,000) cubic feet. Any new customer shall be required to enter into a service agreement with the City prior to the start of service. If an interruptible customer terminates service, the annual minimum requirement shall be prorated on the basis of one hundred thousand (100,000) cubic feet per month for each month the customer has received service since the last June 30 adjustment.

(f) *Contract required.* . . .

Section 31-61. Interruptible Transportation Service (TS).

(a) *Generally.* ...

(b) *Rates.* The rates for interruptible transportation service (“TS gas”) shall be as follows:

- (1) ~~\$3.0147~~ \$3.2827 per dekatherm for a customer receiving only TS gas, and
- (2) ~~\$1.8088~~ \$1.9696 per dekatherm, for customers who transport 35,000 or more dekatherms per month (“large volume transportation customers”), regardless of whether such large volume transportation customer receives only TS gas, or also receives IS service.

(c) *Basic Monthly Service Charges.* ...

(d) *Special terms and conditions.* ...

(e) *Extension of facilities.* . . .

(f) *Billing month.* . . .

(g) *Lost and unaccounted-for gas.* . . .

(h) *Combined IS and TS customer using more than provided or scheduled by customer....*

(i) *TS Customer providing more gas, or less gas, than customer’s usage.* ...

(j) *Other terms and conditions.* . . .

Section 31-62. Purchased gas adjustment.

In computing gas customer billings, the basic rate charges established under sections 31-56, 31-57, 31-60 and 31-61 shall be adjusted to reflect increases and decreases in the cost of gas supplied to the city. Such increases or decreases shall be computed as follows:

(1) For the purpose of computations herein, the costs and charges for determining the base unit costs of gas are:

- a. Pipeline tariffs;
- b. Contract quantities; and
- c. Costs of natural gas, in effect or proposed as of ~~April 1st, 2022~~, May 1st, 2023.

(2) Such base unit costs are ~~\$3.9740~~ \$3.7668 per one thousand (1,000) cubic feet for firm gas service and ~~\$2.2350~~ \$1.8332 per one thousand (1,000) cubic feet for interruptible gas service.

(3) In the event of any changes in pipeline tariffs, contract quantities or costs of scheduled natural gas, the unit costs shall be recomputed on the basis of such change in accordance with procedures approved by the city manager. The difference between the unit costs so computed and the base unit costs shall represent the purchased gas adjustment to be applied to all customer bills issued beginning the first billing month after each such change.

ARTICLE IV. WATER AND SEWER SERVICE CHARGES

Sec. 31-153. Water rates generally.

(a) Water rates shall be as follows:

(1) Monthly service charge.

Water Meter Size (inches)	Fee
5/8	\$6.50 \$7.50
3/4	\$6.50 \$7.50
1	\$16.25 \$18.75
1 ½	\$32.50 \$37.50
2	\$52.00 \$60.00
3	\$104.00 \$120.00
4	\$162.50 \$187.50
6	\$325.00 \$375.00
14	\$2,128.75 \$2,456.25

May-September

October-April

(2) Metered water consumption, per 1,000 cu. ft. ~~\$86.86~~ \$88.83 ~~\$66.82~~ \$68.33

(b) This section shall not apply to special contracts for the consumption of water which have been authorized by the city council.

Sec. 31-156. Sewer service charges generally.

(a) Any person having a connection directly or indirectly, to the city sewer system shall pay therefor a monthly charge as follows:

(1) Monthly service charge.

Water Meter Size (inches)	Fee
5/8	\$6.50 \$7.50
3/4	\$6.50 \$7.50
1	\$16.25 \$18.75
1 ½	\$32.50 \$37.50
2	\$52.00 \$60.00
3	\$104.00 \$120.00
4	\$162.50 \$187.50
6	\$325.00 \$375.00
14	\$2,128.75 \$2,456.25

(2) An additional charge of ~~eighty-eight dollars and thirty-four cents (\$88.34)~~ ninety-two dollars and fifty-five cents (\$92.55) per one thousand (1,000) cubic feet of metered water consumption.

(b) Any water customer not discharging the entire volume of water used into the city's sanitary sewer system shall be allowed a reduction in the charges imposed under this section, provided such person installs, at his expense, a separate, City-approved water connection to record water which will not reach the City sewer system. The cost and other terms of City Code section 31-102 shall apply. For customers with monthly water consumption in excess of thirty thousand (30,000) cubic feet, where the director of finance considers the installation of a separate meter to be impracticable, the director may establish a formula which will be calculated to require such person to pay the sewer charge only on that part of the water used by such person which ultimately reaches the city sewers.

2. The foregoing amendments shall become effective July 1, 2024.

At A Glance

City of Charlottesville

Utility Rate Report



The following information provides a brief summary of the rate and fee recommendations for water, wastewater, stormwater and natural gas for FY2025, and new rates will go into effect July 1st, 2024. For a more thorough explanation and details of the recommendations, please refer to the FY2025 Utility Rate Report.

The table below illustrates the monthly impact on an average City residential customer using 400 cubic feet (cf) of water and wastewater, owning a property with approximately 2,440 square feet of impervious surface, and using 4,600 cubic feet (cf) of gas. This information is based on utility rates and charges adopted July 1st, 2023, and proposed rates and charges.

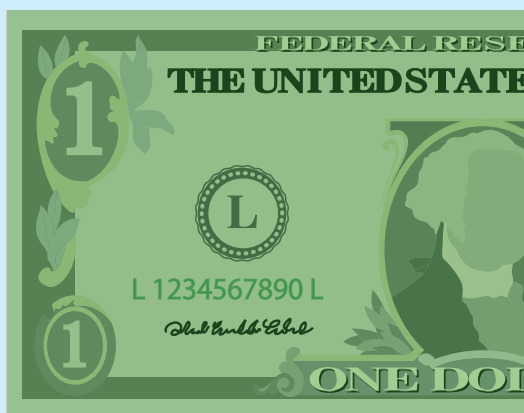
	Current Based on rates adopted 7/1/23	Proposed Effective 7/1/24	Change	Percent
Water ¹	\$36.57	\$38.25	\$1.68	4.59%
Wastewater ¹	\$41.84	\$44.52	\$2.68	6.41%
Gas ¹	\$50.45	\$54.03	\$3.58	7.10%
Stormwater ²	\$5.86	\$5.86	\$0	0%
Total	\$134.72	\$142.66	\$7.94	5.89%

(1) Rates include monthly service charges

(2) The budget impact shown reflects a residential monthly average fee and provides consistency with other utilities. Stormwater fees are rounded to the next whole billing unit and are billed to property owners biannually.

Water Rates

Where your Water Dollar goes ...



\$0.54

RWSA (PURCHASE OF DRINKING WATER)



\$0.27

CITY OPERATIONS AND
MAINTENANCE



\$0.17

CITY DEBT SERVICE
(INFRASTRUCTURE)

\$0.02

CUSTOMER SERVICE
& BILLING

FY'25 Budget

\$18,697,932

Usage Rate

Water rates are proposed to increase by \$1.70 per 1,000 cf based on the amount of water used (2.3% increase).



Impact on the Customer

The impact on a customer's bill will depend on how much water is consumed. The average single-family household uses 400 cf/month (2,992 gallons/month; approximately 100 gallons/day). To the extent an individual customer's usage differs from the average will determine the impact of the proposed rate on their bill. The table below shows the monthly impact on water customers at different amounts of usage.

	Water Use (cf per month)	Current Composite Water (per 1,000 cf)	Current Water Usage (charge per month)	Proposed Composite Water (per 1,000 cf)	Proposed Water Usage (charge per month)	\$ Change	% Change
Minimal User (10 th Percentile)	140	\$75.17	\$10.52	\$76.87	\$10.76	\$0.24	2.28%
Small User (25 th Percentile)	250	\$75.17	\$18.79	\$76.87	\$19.22	\$0.43	2.29%
Median User (50 th Percentile)	400	\$75.17	\$30.07	\$76.87	\$30.75	\$0.68	2.26%
Large User (75 th Percentile)	610	\$75.17	\$45.85	\$76.87	\$46.89	\$1.04	2.27%
High Volume User (90 th Percentile)	880	\$75.17	\$66.15	\$76.87	\$67.65	\$1.50	2.27%

Wastewater Rates

Where your Wastewater Dollar goes ...



\$0.58

RWSA (PURCHASE OF WASTEWATER TREATMENT)



\$0.24

CITY OPERATIONS AND
MAINTENANCE



\$0.16

CITY DEBT SERVICE
(INFRASTRUCTURE)



\$0.02

CUSTOMER SERVICE
& BILLING

FY'25 Budget

\$17,675,799

Usage Rate

Wastewater usage rates are proposed to increase by \$4.21 per 1,000 cf based on the amount of water used (4.8% increase).



Impact on the Customer

The impact on a customer's bill will depend on how much water is consumed. The average single-family household uses 400 cf/month (2,992 gallons/month; approximately 100 gallons/day). To the extent an individual customer's usage differs from the average will determine the impact of the proposed rate on their bill. The table below shows the monthly impact on wastewater customers at different amounts of usage.

	Water Use (cf per month)	Current Wastewater (\$ per 1,000 cf)	Current Wastewater Usage (charge per month)	Proposed Wastewater Rate (\$ per 1,000 cf)	Proposed Wastewater Usage	\$ Change	% Change
Minimal User (10 th Percentile)	140	\$88.34	\$12.37	\$92.55	\$12.96	\$0.59	4.77%
Small User (25 th Percentile)	250	\$88.34	\$22.09	\$92.55	\$23.14	\$1.05	4.75%
Median User (50 th Percentile)	400	\$88.34	\$35.34	\$92.55	\$37.02	\$1.68	4.75%
Large User (75 th Percentile)	610	\$88.34	\$53.89	\$92.55	\$56.46	\$2.57	4.77%
High Volume User (90 th Percentile)	880	\$88.34	\$77.74	\$92.55	\$81.44	\$3.70	4.76%

Water & Wastewater

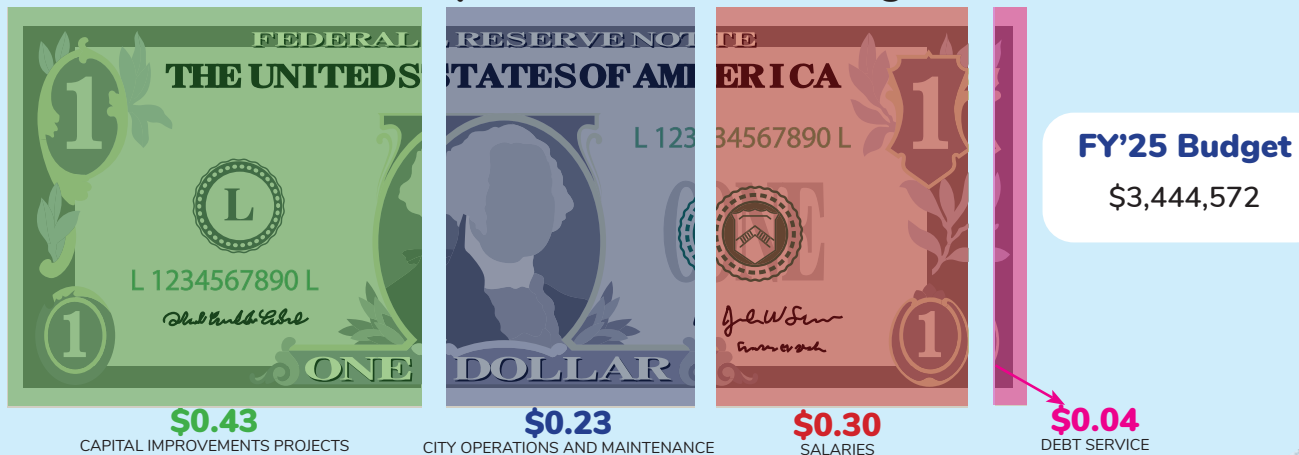
Monthly Service Charge

The monthly service charges for water and wastewater are proposed to change. The monthly service charges will increase to \$7.50 for water and \$7.50 for wastewater for a 5/8" meter. Approximately 95% of customers have a 5/8 meter. The proposed combined monthly service charges for water and sewer are as follows:

Water Meter Size (in inches)	Current	Proposed	\$ Change
5/8	\$ 13.00	\$ 15.00	\$2.00
1	\$ 32.50	\$ 37.50	\$5.00
1 1/2	\$ 65.00	\$ 75.00	\$10.00
2	\$ 104.00	\$ 120.00	\$16.00
3	\$208.00	\$240.00	\$32.00
4	\$ 325.00	\$ 375.00	\$50.00
6	\$ 650.00	\$ 750.00	\$100.00
14	\$ 4,257.50	\$ 4,912.50	\$655.00

Stormwater Rates

Where your Stormwater Dollar goes ...



Stormwater rates are proposed to remain constant for the coming year at \$1.20 per 500 square feet of impervious surface (or part thereof) per month.

Stormwater fees are billed concurrently with real estate tax assessments and are due in June and December.

Modernize and maintain infrastructure integrity while pursuing environmental stewardship.

As part of the larger Water Resources Protection Program (WRPP), the City has adopted a stormwater utility fee to provide a dedicated and stable source of funding for stormwater management activities. Funds received are used to help the City comply with federal and state stormwater regulations, rehabilitate the City's aging stormwater infrastructure, address drainage and flooding problems, and pursue environmental stewardship.

Impact on the Customer

The stormwater utility fee is charged to property owners based on the amount of impervious area on their property (areas covered by hard surfaces, such as: buildings, concrete, gravel, etc.).

An example fee calculation is provided below:

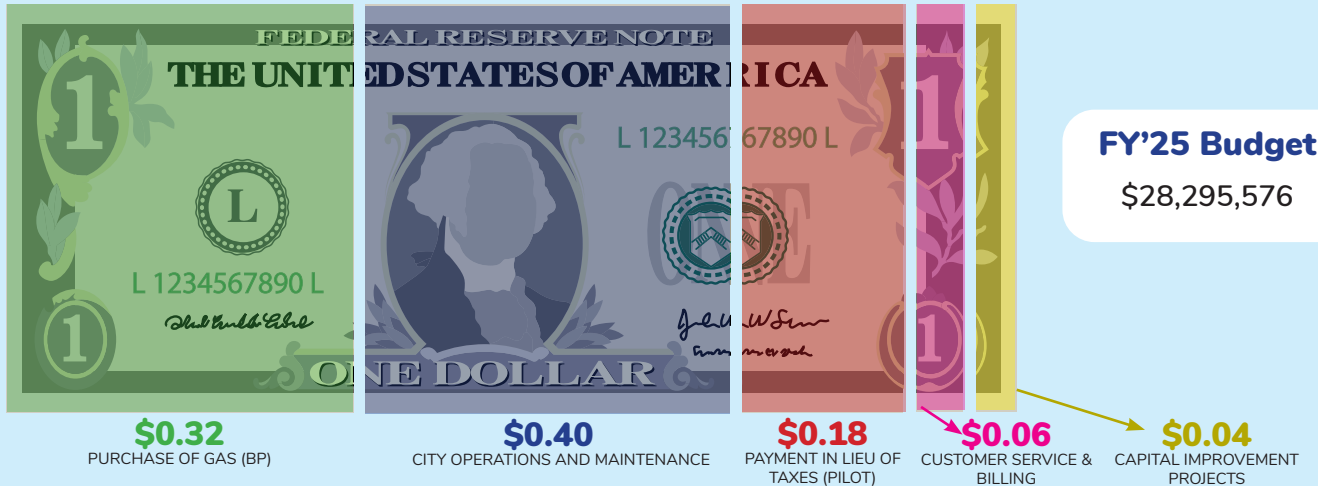


Example Fee Calculation

- Total impervious area (house and driveway): 2,100 SF
- Divide by 500 square feet: $2,100 / 500 = 4.2$ billing units
- Round to the next whole number: 4.2 rounds to 5 billing units
- Multiply the number of billing units by the rate (\$1.20 per billing unit per month) to determine annual fee: $5 \times \$1.20 \times 12 = \72 annual fee, billed \$36 due in June and December

Gas Rates

Where your Natural Gas Dollar goes ...



Usage Rate

Gas rates are proposed to increase for all natural gas customers. For the average residential gas customer, gas rates are proposed to increase by 7.10%.



Impact on the Customer

The impact on a customer's bill will depend on the volume of gas that the customer uses. The average single family household uses 4,600 cubic feet of natural gas per month. The table below shows the monthly impact on gas customers at different amounts of usage.

	Gas Used (cf per month)	Current Monthly Gas Bill with Most Recent PGA	Proposed Monthly Gas Bill with Most Recent PGA	\$ Change	% Change
Minimal User	4,000	\$45.38	\$48.52	3.14	6.92%
Average User	4,600	\$50.45	\$54.03	3.58	7.10%
Large User	20,000	\$173.19	\$186.98	13.79	7.96%
High Volume User	60,000	\$490.09	\$530.12	40.03	8.17%

The base rate is set on July 1st each year. This base rate is calculated using the cost of gas at that time. However, gas is purchased throughout the year and the cost per cubic foot of natural gas varies by month due to various factors (weather, economics, etc) which are hard to predict. The purchased gas adjustment (PGA) acts as a "true up" to account for the differences between the current market cost of gas and the base rate. This ensures that customers are not over or underpaying and that the City is not over or under collecting.

New Gas Service Connection Fee

The City currently offers gas service installation up to 150 feet at no cost to residential customers if the City's investments in installation costs are offset by the revenue generated within a payback period of approximately 4 ½ years. Beginning January 1, 2025, Charlottesville Gas will no longer offer service line installations for qualifying appliances at no cost to the customer. Under this new ordinance, gas services with qualifying appliances, such as gas heat or gas water heating, will pay a \$340.00 connection fee for the new service, up to 150 feet of service line.

Charlottesville Gas will use the funds from this connection fee to finance our expanded energy efficiency program to promote energy savings and reduce greenhouse gas emissions.

Utilities Operations Overview



FY2025

The Department of Utilities is committed to providing the Charlottesville community with safe, reliable, and sustainable utility services by dedicated and knowledgeable staff.

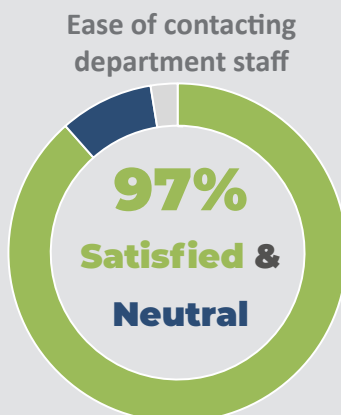
Core Programs & Services

Department-Wide

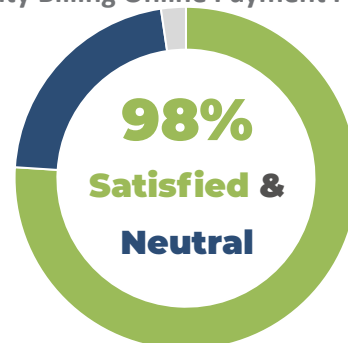
- **Utility Location Oversight**
Protecting infrastructure & critical facilities, including utility locating: **31,569** tickets in 2023.
- **24/7/365 Utilities Call Center**
The Utilities Call Center handles approximately **25,000** calls per year.
- **Customer Service**
Last year, we processed **6,493** Move-ins and **6,521** Move-outs.
- **Online Bill Pay Services**
In October 2021, we launched a new bill pay portal. To date, **4,357** customers have registered for Autopay, and over **12,500** customers receive paperless billing.
- **Emergency Operations**
Emergency response to water and gas leaks as well as sewer backups. **853** leaks checked in 2023.
- **GIS Mapping and Maintenance**
50,831 feet of utility lines entered and **1,327** CCTV videos cataloged last year.
- **Meter Reading and Maintenance**
We performed **449,777** meter readings including **2,141** implausible meter readings and completed **701** ERT replacements in 2023.
- **Development Site Plan Review**
Our engineers reviewed and followed the implementation of **170** site plans in 2023.

Customer Satisfaction

Experience Interacting with Utilities Department Staff (% Satisfied)*



How satisfied you are with the new Utility Billing Online Payment Portal?



*Department of Utilities Customer Satisfaction Survey - SurveyMonkey – February, 2023



Water Distribution & Wastewater Collection



Water & Wastewater by numbers



14,500
CUSTOMERS
SERVED



4.5 million
GALLONS OF WATER
PROVIDED DAILY



179 miles
OF WATER
MAINS



168 miles
OF WASTEWATER
MAINS



7,447
WORK ORDERS
COMPLETED

Water Quality

- The quality of our drinking water meets and exceeds all regulatory requirements and expectations for safety and reliability. A water quality report is prepared annually and is available online.
- Cross-contamination:
 - The situation in which water flows in a direction that is opposite from the intended flow is called backflow and presents a serious hazard to our water supply.
 - The City's Department of Utilities currently maintains inspection records for **935 backflow devices** in an effort to protect and provide the highest quality water to the City residents.



Water Loss Prevention

- Meter testing and replacement program:
 - Over **329** large water meters have been replaced since the program's inception.
- Annual system-wide leak detection survey:
 - In 2023, **5 leaks** totalling **184,320 GPD** were detected and repaired.
- Ultrasonic meter installation:
 - Is more accurate and measures low flow usage.



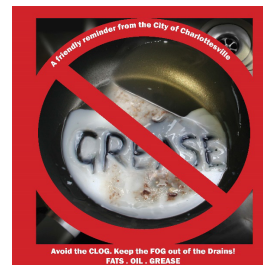
Water & Wastewater Asset Management

- Water main replacement program:
 - 7,706 linear feet** in 2023 and **128,660 linear feet** of water lines have been replaced since 2010 (**13.6%** of the entire water system).
 - Total construction cost: **\$30.6 million**
- Water service line replacement:
 - 3,501 linear feet** in 2023 and **55,719 linear feet** of water services have been replaced since 2010 (**17.4%** of the City-owned water services).
- Wastewater main rehabilitation program:
 - 11,666 linear feet** of wastewater lines were rehabilitated or replaced in 2023 and over **355,394 linear feet** of main have been rehabilitated or replaced since the program's inception in 2009 (**40.1%** of the wastewater system).
 - Total construction cost: **\$36.4 million**
- Manhole rehabilitation or replacement:
 - 1,325 manholes** have been rehabilitated or replaced since the program's inception (**22.4%** of the City's wastewater manholes).



Fats, Oils, and Grease Program

- The City of Charlottesville prohibits the discharge of fats, oils, and grease (FOG) down the drain into the City's wastewater system.
 - The City of Charlottesville maintains an active FOG program that routinely inspects and advises best management practices to over **300 city food service establishments** on an annual basis on how to properly dispose of FOG.
- We provide FOG Kits to residents to help properly dispose fats, oils, and grease from cooking.



Customer Satisfaction

In our recent Utilities Customer Satisfaction Survey, our customers show high levels of satisfaction with the reliability of our services.

Rate the value that you pay for your water service



Rate the value that you pay for your sewer service



Reliability of your water service



Reliability of your sanitary sewer service



The vast majority of our customers rated the value of their water and sewer service as fair and above (good and excellent).



Stormwater

Stormwater by numbers



15,000
BILLABLE
CUSTOMERS



8,340
STORMWATER
STRUCTURES



130 miles
OF SUBSURFACE
CONVEYANCE PIPING



460
OUTFALLS

Stormwater Asset Management

- Utilities has had an active Stormwater Conveyance System Rehabilitation Program since 2010.
- Stormwater rehabilitation program:
 - 77,771 linear feet** rehabilitated or replaced (**11.3%** of the system since the program's inception).
 - Total construction cost: **\$11.8 million**
- Structure rehabilitation or replacement:
 - 456** structures rehabilitated or replaced since the program's inception (**5.4%** of the system's storm structures).





Gas System

Natural Gas by numbers



21,050
CUSTOMERS
SERVED



340 miles
GAS MAIN
LINES



304 miles
GAS SERVICE
LINES



36
REGULATOR
STATIONS



10,034
WORK ORDERS
COMPLETED

Greenhouse Gas Reduction Strategy

Adoption of a three-pronged strategy to help reduce greenhouse gas emissions (GHG) in our community due to natural gas usage.

1) Energy-efficiency programs:

- Energy-Saving Trees – The program has **given away 700 trees** for planting. Beginning in the fall of 2024, Utilities will increase the program frequency to twice yearly (Spring and Fall).
- Popular energy-efficiency rebates include a **\$100 Programmable Thermostat** and **\$300 Attic Insulation** rebates. Beginning July 1, 2024, the \$200 Tankless Water Heater rebate will be paused as the utility evaluates its existing rebate offerings.
- Charlottesville Gas Energy Efficiency Program (CGEEP) offers **energy efficiency upgrades at no cost** to income-qualified households. Since its launch, **179 gas customers** have benefitted from the program. The utility is developing a reduced-cost home weatherization program to complement CGEEP. The revenue from the newly established gas connection fee will fund this new program.

2) Carbon offset program:

- This program allows Utilities to invest in various carbon sequestration projects all over the world. Charlottesville Gas currently **offsets 25%** of its emissions through this program. Future carbon offset projects will be selected in partnership with the City's Office of Sustainability.

3) Updated Infrastructure:

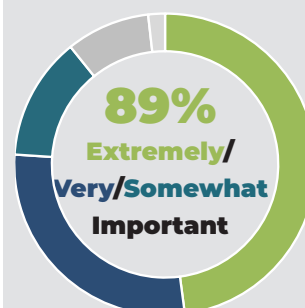
- Charlottesville Utilities was awarded a **\$7.1 million grant** from the Natural Gas Distribution Infrastructure Safety and Modernization program to replace Utilities' last remaining section of legacy cast iron pipes helping to strengthen the system's resiliency and reduce methane emissions. Construction is scheduled to start in Spring 2025.

Decarbonization Study

- The Decarbonization Study will help Charlottesville Utilities determine how the gas utility can be part of the solution in achieving Community Climate Action goals of **45% reduction** in community-wide GHGs **by 2030** and **carbon neutrality by 2050**. The Study will evaluate several pathways and their impact on emissions, reliability of service, and cost to customers. **Community Engagement sessions** will occur in the **Summer of 2024**.

In our recent Utilities Customer Satisfaction Survey, our customers show high levels of satisfaction with access to gas service, and value of natural gas.

How important is it to have gas available to your home?



Rate the value that you pay for your natural gas service



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



Agenda Date:	June 3, 2024
Action Required:	1st of 2 Readings of Ordinance/Public Hearing
Presenter:	Lauren Hildebrand, Director of Utilities
Staff Contacts:	Chris Cullinan, Director of Finance Lauren Hildebrand, Director of Utilities
Title:	Public hearing and ordinance to amend and reordain Chapter 31 (Utilities) of the Code of the City of Charlottesville, 1990, as amended, to establish a connection fee for new gas service (1 of 2 readings)

Background

The City of Charlottesville owns and operates a natural gas utility that provides service to approximately 21,050 customers in the City of Charlottesville and Albemarle County. Currently, the City offers natural gas service to residential and commercial customers based on the proposed connected loads for their gas appliances. Department of Utilities staff make a financial evaluation of gas service requests to ensure installation, operation, and ongoing maintenance of the service are economically feasible for the gas utility. The City currently offers gas service installation up to 150 feet at no cost to residential customers if the City's investments in installation costs are offset by the revenue generated within a payback period of approximately 4 ½ years.

Discussion

Charlottesville Gas is proposing to no longer offer service line installations for qualifying appliances at no cost to the customer. It is proposed gas services with qualifying appliances, such as gas heat or gas water heating, will pay a \$340.00 connection fee for the new service, up to 150 feet of service line. New service for non-qualifying appliances that includes generators and gas fireplaces, will continue to pay the cost for a new service line and City Code will not change for a non-qualifying appliance. Services that exceed 150 feet will be required to pay the cost for the excess footage. Charlottesville Gas will use the funds from this connection fee to finance an expanded energy efficiency program to promote energy savings and reduce greenhouse gas emissions.

Alignment with City Council's Vision and Strategic Plan

City Utilities operations supports City Council's Vision and Strategic Plan. It contributes to the Strategic Plan's Outcome Area of Organizational Excellence:

Community Engagement

A public hearing is being held at tonight's Council meeting to establish a connection fee of \$340.00 for a new gas service. The fee would be effective as of January 1, 2025, if approved by Council on

June 17, 2024. The future effective date is to allow adequate notice to be given to interested parties. The notice for the public hearing was advertised in the newspaper during the weeks of May 13, 2024 and May 20, 2024.

Budgetary Impact

The Natural Gas Utility Fund is a self-sustaining enterprise fund that is supported by the revenue from rates and fees. The approval of the connection fee has no impact on the General Fund. As noted earlier, the funds from this connection fee will finance an expanded energy efficiency program to promote energy savings and reduce greenhouse gas emissions.

Recommendation

Staff recommends approval of the proposed connection fee.

Alternatives

Council can choose to not approve the proposed connection fee, and City Code will remain the same where gas service installation up to 150 feet are offered at no cost to residential customers if the City's investments in installation costs are offset by the revenue generated.

Attachments

1. Gas Connection Fee ordinance 632024

**AN ORDINANCE
AMENDING AND REORDAINING CHAPTER 31 (UTILITIES) OF THE CODE
OF THE CITY OF CHARLOTTESVILLE, 1990, AS AMENDED,
TO ESTABLISH A CONNECTION FEE FOR NEW GAS SERVICE**

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

1. Sections 31-31 of Chapter 31, of the Code of the City of Charlottesville, 1990, as amended, are hereby amended and reordained as follows:

CHAPTER 31. UTILITIES

ARTICLE II. GAS

DIVISION 1.-GENERALLY

Sec. 31-31. - Installation of service connections and lines; relocation of lines, meters, etc.

(a) The gas division may install new service connections up to one hundred fifty (150) feet from the main at ~~no cost~~ a cost of \$340.00 to the customer for residential service, provided that the ~~gas superintendent~~ Director of Utilities, or their designee determines that the prospective revenue from such installation will justify the city's investment therein. The additional cost to the city in extending any such service connection beyond one hundred fifty (150) feet from the main shall be charged to the customer. The cost to the customer for installation of a gas service for commercial applications will be determined based on connected load using the economic model in the gas main extension policy.

(b) *All gas connections*

(c) *Relocation of service lines*

2. The foregoing amendments shall become effective January 1, 2025.

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



Agenda Date:	June 3, 2024
Action Required:	Approval of the Program Year 2023-24 ADA Accessibility Enhancements Program at Johnson Elementary Playground to support important ADA accessibility enhancements by the Department of Public Works at one or more community playgrounds and the reprogramming of associated Community Development Block Grant funds available to commit from prior program years, in the approximate amount of \$46,000
Presenter:	Anthony Warn, Grants Analyst, Alexander Ikefuna, Director, Office of Community Solutions
Staff Contacts:	Anthony Warn, Grants Analyst Michael Goddard, Facilities Development Manager Taylor Harvey-Ryan, Grants Program Manager
Title:	Public hearing and resolution to reprogram prior year CDBG funds to support ADA accessibility enhancements at a community playground, Minor Budget Amendment of approximately \$46,000 (1 of 2 readings)

Background

The City of Charlottesville (the City) is an Entitlement Community (EC) as designated by the U.S. Department of Housing & Urban Development (HUD) and, as such, is the recipient of annual allocations of federal funds through the Community Development Block Grants (CDBG) program. The City has used these funds over the years to support numerous projects designed to strengthen our community's ability to foster high quality living environments and housing and to expand economic opportunities for low- and moderate-income residents.

In addition, in recent years both HUD and the City have strengthened their commitments to the use of CDBG funds to facilitate the removal of barriers to access as an important outcome to work towards.

Discussion

Providing young children full and unfettered access to high quality playground equipment and play spaces, regardless of economic circumstances or physical mobility limitations, is an important goal in the work of community planning & development associated with the city's CDBG program. In recent years, city staff have become aware of several situations in which physical barriers impede such access and the CDBG program can be a valuable tool in facilitating the removal of these barriers. One such instance can be seen at a much-used community playground located on the grounds of Johnson Elementary in the heart of the City's historic Fifeville neighborhood.

Specifically, several physical barriers exist that the City's Department of Public Works has proposed addressing, including:

- Trip hazards, such as broken and/or uneven surfaces in the current concrete apron on the exterior of a much-used doorway that students use several times a day when school is in session
- Significant barriers to accessing the playground from the parking lot with the designated accessible parking spaces that complicate navigating into the play area for persons experiencing mobility challenges
- Replacement of sinking areas of sidewalk leading to the playground with new supported slabs and/or paved walkway
- Rehabilitative landscaping as needed to repair construction impacts and to enhance adjacent play areas and green spaces, and related enhancements

Public Works has outlined a Scope of Work that conforms to HUD guidance for CDBG programs and with Council approval can begin implementation of this work mid-to-late June or early July, with work to be completed shortly thereafter, well ahead of the start of the new school year.

Alignment with City Council's Vision and Strategic Plan

The work of this proposal is closely aligned to City Council's vision of the City of Charlottesville as a place where everyone thrives. This alignment stems in part from the remediation of persistent and significant obstacles to access at an important community gathering space but also from contributing to an improved **Educational** setting, in that the playground sits on a much-used and much-beloved elementary school campus in the heart of the Fifeville neighborhood.

This project also strengthens the City's commitment to **Equity and Inclusion** by demonstrating a public commitment by the City to taking the steps necessary to ensure equitable and inclusive access to public amenities for all, regardless of economic circumstances and/or physical impairments. This project similarly strengthens the City's commitment to high quality opportunities for **Recreation** by delivering significant improvements to much used playspaces and greenspace for young children and their families.

This project also promises the added benefit of providing an avenue for enhancing **Organizational Excellence** and strengthening **Partnerships** between and among various city departments and offices by creating space for positive conversations about how these kinds of crosscutting projects can most efficiently be approached going forward.

Community Engagement

This proposal benefits from a high degree of community engagement, including through multiple opportunities for community input and feedback through public hearings before City Council, among others. In addition, this program fits squarely within the framework established by the 2023-27 5-Year Consolidate Plan as approved by both City Council and HUD and the City's 2023 Comprehensive Plan, both of which benefitted from extensive periods of public engagement and opportunities for feedback.

Budgetary Impact

As the funds proposed here are federal funds allocated to the City by HUD to support community-benefit activities, and, as such, do not draw from the city's General Fund, no adverse impacts to the City's budget are anticipated. Rather, use of these funds as recommended here will instead serve to address important and pressing community need(s) while at the same time supporting the city's continued eligibility for allocations of entitlement funds in future years by supporting the timely expenditure of CDBG funds.

Recommendation

Based on the anticipated benefits of the current proposal to the Charlottesville community, specifically in that enhancing the opportunities for students with physical and mobility impairments to have full and unfettered access to playgrounds with their friends and families is a goal of immense public value, staff recommends that Council approve the proposal presented here as well as the associated appropriation of funds within the CDBG Fund as needed to fully implement the proposed program, to be enacted as a Minor Amendment to the CDBG Annual Action Plan currently underway for Program Year 2023-24.

Suggested motion:

I move that Council approve the RESOLUTION now before us for the 2024 ADA Accessibility Enhancements Program at Johnson Elementary Playground and to appropriate associated Community Development Block Grant funds as needed to implement the proposal presented here before us today.

Alternatives

Given that these funds are provided by the U.S. Department of Housing & Urban Development to the City of Charlottesville for the execution of meaningful community-benefit activities and, as such, are not drawn from the city's General Fund, no alternatives courses of action are considered. Council, could, of course, decide not to provide approval for this proposal and could instead direct staff to explore other options for expenditure of these funds.

Attachments

1. CDBG PY23+ Public Works ADA at Johnson Elementary - Resolution to Approve & to Appropriate Funds
2. CDBG PY23+ Public Works ADA at Johnson Elementary - Slide Deck

RESOLUTION TO APPROPRIATE FUNDS

Resolution to Approve the Program Year 2023-24 Community Playground ADA Enhancements Program at Johnson Elementary School and to Appropriate Associated CDBG Funds from Prior Years, in the Amount of \$46,000

WHEREAS the City of Charlottesville ('City') is and has been an Entitlement Community, as designated by the U.S. Department of Housing and Urban Development ('HUD'), and as such Council has previously approved the appropriation of certain sums of federal grant receipts to specific accounts in the Community Development Block Grant ('CDBG') Fund; and

WHEREAS a balance of unspent CDBG funds from prior years exists that can be reprogrammed to meet important and current community needs, and

WHEREAS full and unfettered access to public amenities by all, especially for persons with mobility impairments, is a public benefit of immense value and an essential part of the City's work to foster high quality living environments for all;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the proposed *2024 ADA Accessibility Enhancements Program at Johnson Elementary Playground* as presented here today before Council is approved and that the Office of Community Solutions ("OCS") is hereby authorized to begin work to implement said program;

BE IT FURTHER RESOLVED that, in support of this program, appropriations made to the following expenditure account(s) in the CDBG Fund be amended by the respective amounts shown below:

<i>SAP Fund</i>	<i>Funding Source</i>	<i>SAP Expenditure Account (Internal Order #)</i>	<i>Proposed Reduction</i>
218	CDBG Closed Program	1900306	-\$1,090.00
218	CDBG Closed Program	1900308	-\$1,291.49
218	CDBG Closed Program	1900330	-\$13,324.00
218	CDBG Closed Program	1900361	-\$22,741.37
218	CDBG Closed Program	1900362	-\$15.00
218	CDBG Closed Program	1900363	-\$8.14

Total proposed reductions to prior year accounts = \$38,470.00

BE IT FURTHER RESOLVED that, in support of this program, appropriations made to the following revenue account in the CDBG Fund be amended by the respective amounts shown below:

<i>Program Year</i>	<i>Account/Internal Order #</i>	<i>SAP Revenue Account(s)</i>	<i>Current Balance</i>	<i>Proposed Addition</i>	<i>Proposed New Balance</i>
2023-24	1900527	CDBG PY23+ ADA at Johnson Elementary	\$7,530	\$38,470	\$46,000

As the funds to be appropriated in support of this program have been previously awarded to the City by HUD in prior program years and have also previously been appropriated by Council in support of approved CDBG activities, this proposal does not involve the appropriation of any new funds from the City's general budget.

BE IT FURTHER RESOLVED that the amounts appropriated above within this resolution will be provided as a grant to a public agency ('subrecipient') and shall be utilized by this subrecipient solely for the purpose stated within their approved Memorandum of Understanding and Scope of Work agreements with OCS.

The City Manager is hereby authorized to enter into agreements with such subrecipients as deemed advisable so as to ensure that the grant is expended for its 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 subrecipients' execution of the funded program.

Approved by Council
June 3, 2024

Kyna Thomas, MMC
Clerk of Council



**To be a place where
everyone thrives.**

Program Year 2023-24 ADA Accessibility Enhancements Program at Johnson Elementary Playground

**Community Development Block
Grant Program (CDBG)**

Program Year 2023-24

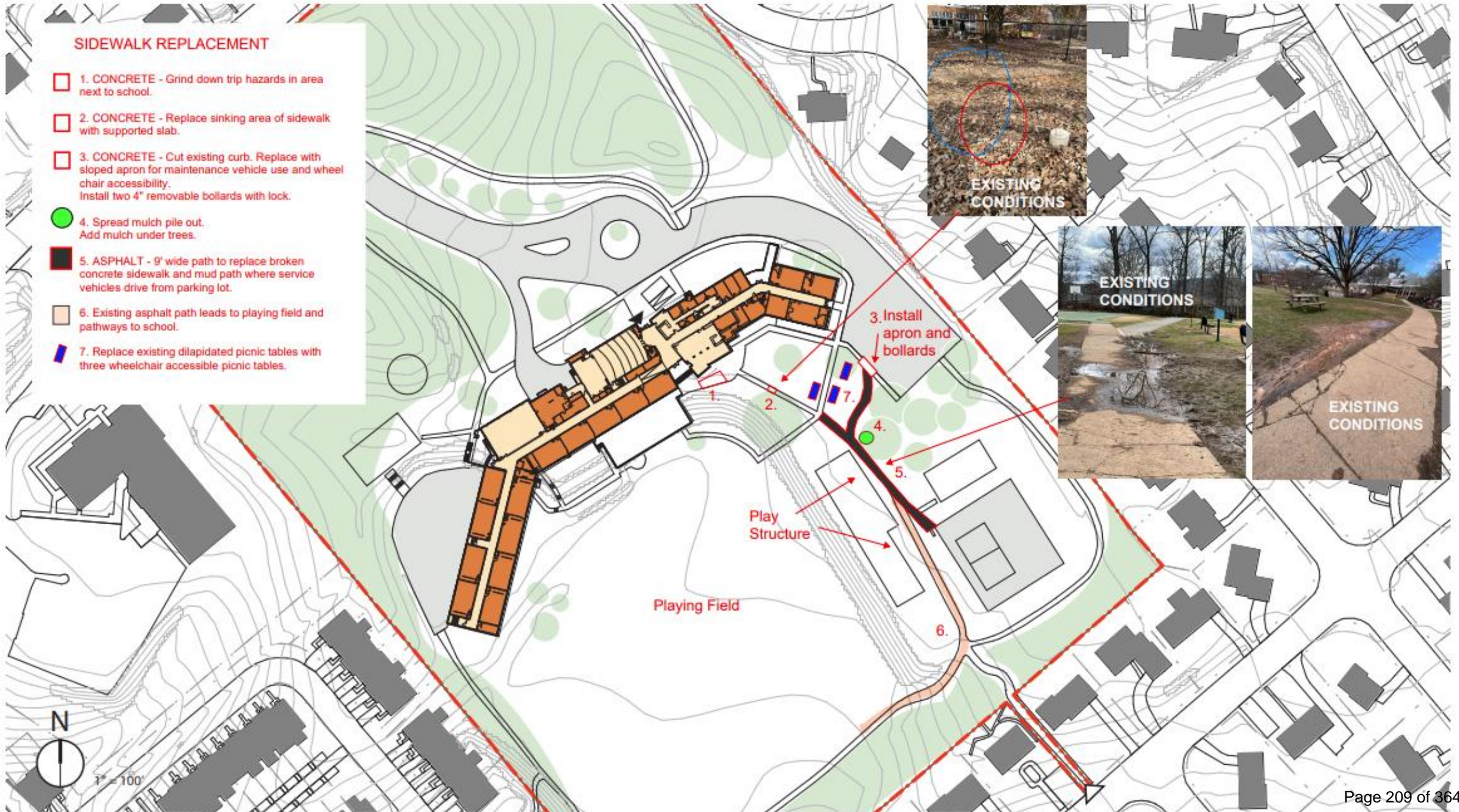
Staff Contact: Anthony Warn
warna@charlottesville.gov

Objective:

To enhance access to high quality playspaces for children with mobility impairments and other members of the Charlottesville community through removal of existing barriers to access and related enhancements

SIDEWALK REPLACEMENT

1. CONCRETE - Grind down trip hazards in area next to school.
2. CONCRETE - Replace sinking area of sidewalk with supported slab.
3. CONCRETE - Cut existing curb. Replace with sloped apron for maintenance vehicle use and wheel chair accessibility. Install two 4" removable bollards with lock.
4. Spread mulch pile out. Add mulch under trees.
5. ASPHALT - 9' wide path to replace broken concrete sidewalk and mud path where service vehicles drive from parking lot.
6. Existing asphalt path leads to playing field and pathways to school.
7. Replace existing dilapidated picnic tables with three wheelchair accessible picnic tables.



**Please contact the Office of
Community Solutions for
more information about this
proposal: [Send us an email](#)**



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



Agenda Date:	June 3, 2024
Action Required:	Approve Ordinance
Presenter:	Brenda Kelley, Redevelopment Manager
Staff Contacts:	Brenda Kelley, Redevelopment Manager Robinson Hubbard, Deputy City Attorney
Title:	Ordinance authorizing a Forgivable Loan to Piedmont Housing Alliance to support redevelopment of Kindewood/Friendship Court Phase 2 for the purpose of producing new housing for low and moderate income persons (1 of 2 readings)

Background

Piedmont Housing Alliance (PHA) intends to continue redeveloping the 11.75-acre Friendship Court property, n/k/a Kindewood through a total of four phases over a total of 7-8 years. This \$100+ million project includes the creation of approximately 450 affordable rental and homeownership units with tiers of affordability. Additionally, the redevelopment will include commercial and community space, a community park, and associated infrastructure and parking. Phase 1 of the project is substantially complete and created 106 Affordable Units, including the 1:1 replacement of 46 of the existing Project-based Section 8 Rental Affordable Units. Phase 2 of the project proposes the creation of 104 affordable for-rent and for-sale units, including the 1:1 replacement of 54 of the existing Project-based Section 8 rental affordable units.

Over multiple budget years (FY22, FY23 and FY25), City Council has approved a total of \$5,750,000 in City Capital Improvements Program funding for Friendship Court Infrastructure Improvements and Friendship Court Redevelopment for Phase 2.

To facilitate the allocation of the approved CIP funding for Phase 2, City staff has been working closely with PHA staff and consultants to develop the attached Ordinance that spells out the agreed-to specifics of how and when the funding will be disbursed, and for what the funding may be expended. Two Amended Declarations of Affordable Housing Covenants – one for rental units and one for homeownership units – will be required to be recorded prior to any disbursement of funding. These documents further provide protections and guarantees in place to insure that Affordable Units and infrastructure are built in accordance to the agreed upon performance requirements to disburse funding. The City Manager and City Attorney will be required to approve these covenants prior to recordation. (Please note: there is an additional [separate] request by PHA, through arrangements with the Charlottesville Economic Development Authority (CEDA), for reimbursement of real estate taxes paid if the Redevelopment achieves certain performance measures; that CEDA Agreement is a separate item on Council's Agenda).

PHA has received a commitment of Low Income Housing Tax Credits (LIHTC) from Virginia Housing to begin construction soon on Phase 2.

Discussion

Phase 2 includes 104 affordable units spanning the spectrum of affordability from below 30% AMI up to 80% AMI. 54 units will be subject to project-based federal Section 8 operating subsidies and a minimum of 4 units will be affordable for-sale homes. The City would enter into a forgivable Loan to PHA for costs expended in the construction of Infrastructure, affordable residential units, relocation assistance and soft costs in Phase 2, over a Loan Period of 40 years.

All Affordable Units will have a Required Affordability Period of 99 years. These affordability terms will also be enforced by the state through Virginia Housing due to the LIHTC award, and also through (i) the terms of the 40-year deferred payment forgivable loan period, and (ii) a 99-year affordable housing covenant.

Years 1-40: If PHA breaches the terms of the Loan (including the Required Affordability provisions) during the initial 40-year Loan Period, the entire amount of the Loan would become payable in full to the City, and the City would have all other remedies available—including the ability to obtain injunctive relief in court for specific performance of the affordability covenants. If the 40-year Loan Period expires, and the affordability covenants have been complied with throughout that time, the entire amount of the Loan will be forgiven (principal and interest).

Years 41 through and 99: the Loan will have been forgiven in Year 40 if all Affordability Requirements were continuously implemented; however, in years 41 through 99 the City will have the ability to file an action in court to obtain an injunction requiring Affordable Units to be provided within the Project throughout the 99-Year Required Affordability Period.

Here are some key elements of the attached documents:

- 100% of the units constructed within the Project will be provided for rental or ownership by low and moderate income persons. All Affordable Units, whether Rental or For-Sale Units, will be and remain affordable for a period of 99 years.
- Within Phase 2 of the Project, a minimum of 100 Rental Affordable Units shall be provided, as follows: (i) 54 Rental Affordable Units shall be provided as 1:1 replacements for existing units with Project-based Section 8 operating subsidy; (ii) no fewer than 23 Rental Affordable Units will be provided for households with incomes of not more than 80% AMI; (iii) no fewer than 9 Rental Affordable Units will be provided for households with incomes of not more than 60% AMI; (iv) no fewer than 58 Rental Affordable Units will be provided for households with incomes of not more than 50% AMI; (v) no fewer than 10 Rental Affordable Units will be provided for households with incomes of not more than 30% AMI.
- Within Phase 2 of the Project, a minimum of 4 For Sale Affordable Units shall be provided, as follows: (i) no fewer than 4 For Sale Affordable Units will be provided for households with incomes of not more than 30% - 80% AMI; (ii) the average AMI of the 4 For Sale Affordable Units shall not exceed 60% AMI.
- A Master Affordable Housing Covenant for the entire site was recorded prior to development of Phase 1. Two Amended Declaration of Affordable Housing Covenants will be recorded to provide assurances of affordability for Phase 2. As each phase of redevelopment proceeds,

new Amended Declaration of Affordable Housing Covenant(s) for that phase of development will be approved and executed and recorded by the parties. In addition, if the City is providing funding to support the redevelopment of subsequent phases, an Ordinance will be approved by City Council to specify the terms of that funding.

- The Phase 2 Amended Declaration of Affordable Housing Covenants do not incorporate any other scope of the project beyond Phase 2.
- The Project, upon completion, shall be constructed in accordance with the Master Plan developed by PHA/Kindlewood/Friendship Court with input from Kindlewood/Friendship Court residents.
- Loan proceeds can only be used for: (a) the installation, construction, or reconstruction of public streets (inclusive of sidewalk, curb and gutter, stormwater, landscaping), utilities, and park(s), essential to the Project (Public Infrastructure); (b) to prevent the displacement of low and moderate income residents of the existing property to be redeveloped, and for construction of new Phase 2 housing units for rental and homeownership by low and moderate income persons (ADU Construction); and (c) to cover "soft costs" associated with the planning and design for construction of infrastructure for the Project and /or construction of Rental or For-Sale Affordable Units within Phase 2 of the Project.
- Prior to the first disbursement of funding, the following documents are required to be provided to the City for the Phase 2 development: (i) a public infrastructure plan; (ii) a Resident Relocation Plan; (iii) a Construction Schedule; (iv) the Budget for the Project; (v) the Amended Declaration of Affordable Housing Covenants to be executed and recorded in the public records; (vi) an Affordable Marketing Plan;
- Each disbursement of funding is required to provide documentation that such amount(s) have actually been paid to construction contractor(s), subcontractor(s) and/or independent contractors for work or services already completed (In other words: reimbursement for completed work or services).
- The disbursement of City funds shall constitute loan proceeds. The term of the Loan is forty (40) years, commencing on the date of the final disbursement of Loan proceeds by the City. As security for the Loan, the City will be granted an assignment of its subordinate interest in Phase 2. Interest shall accrue on outstanding amounts of the Loan at the annual rate of 3%. If the Project is completed and operated continuously in accordance with all terms, then the Loan and the accrued interest shall be forgiven.
- Beginning with the first occupancy of any Affordable Unit, PHA and/or the developer of the homeownership units will be required to provide an annual report, which shall include at a minimum: (a) the number of affordable units that are occupied; (b) the number of affordable units that are vacant; (c) for each unit that is vacant, the manner in which the unit became vacant and the progress in re-leasing the unit; (d) for each occupied unit, current household information; (e) a sworn statement that occupants of the affordable units meeting the eligibility criteria; (f) a copy of each new or revised Certification of Income; (g) a copy of each new or revised Certification of Residency; (h) a copy of each inspection report and Certification of Inspection for each unit; and (i) a copy of all forms, policies, procedures, and other documents reasonably requested related to the affordable rental units.
- Once the Amended Declaration of Affordable Housing Covenants are recorded, then the Affordability Requirements become binding not only on the current landowner(s), but also upon any third parties to whom the Project may be sold in the future. (In other words: the Affordability Requirements will run with the Land).

- Following the expiration of the LIHTC extended use period, the City will have the exclusive right to lease up to 20% of the Rental Affordable Units, for forty (40) years, at a rental rate not to exceed that which would be payable by a household of four persons having an income of 80% AMI.
- The City shall have the right to purchase a For Sale Affordable Unit in the event of a foreclosure on the unit. The City may designate another agency or other third party to take title to the unit.
- **PHA has requested that the documents contain provisions that specify that (affordability) restrictions on the Project will terminate in the event the Project is foreclosed upon by Virginia Housing (provider of LIHTC). This request is pursuant to certain development policies established by Virginia Housing. We have drafted the documents in a manner that complies with the Virginia Housing policies.**
- The CIP funding approved to date for Phase 2, in the total amount of \$5,750,000 is as follows:
 - FY22 Infrastructure: \$2,000,000
 - FY22 Phase 2: \$ 750,000
 - FY23 Phase 2: \$2,500,000
 - FY25 Phase 2: \$ 500,000

Approval of this Ordinance will allocate the funds in one lump sum while allowing for a not to exceed amount of \$525,000 for soft costs.

- It is intended that upon completion of construction of the streets and the park (park constructed over Phase 2 and Phase 3; streets constructed over all phases), those public infrastructure will be conveyed to the City for ownership (and maintenance). An agreement specifying conveyance responsibilities will come to the City Council at a future date.

Here are some key considerations regarding the redevelopment:

- In the event that the Project is foreclosed upon, the affordability restrictions will terminate.
- At some point, in order to maintain affordability, the City may have the opportunity to control affordable units in the Project. However, if the City were to take advantage of this opportunity, there will be a cost to the City associated with this.

Alignment with City Council's Vision and Strategic Plan

This action aligns with the Council's Strategic Plan Framework Strategic Outcome Areas for Housing; and Partnerships; and Recreation, Arts, Culture.

Community Engagement

There has been significant community engagement, primarily at the resident level, including an Advisory Committee for the overall development of Friendship Court/Kindlewood.

Budgetary Impact

No additional funding is required at this time. Approval of the attached Ordinance will establish the terms and conditions under which the CIP funding previously approved for Phase 2 can be expended.

Recommendation

Approve the Ordinance.

Alternatives

City Council can decline to adopt the attached Ordinance.

Attachments

1. Ordinance Friendship Ct Redev Phase 2 final060324

ORDINANCE
AUTHORIZING A FORGIVABLE LOAN TO PIEDMONT HOUSING
ALLIANCE TO SUPPORT REDEVELOPMENT OF FRIENDSHIP
COURT/KINDLEWOOD PHASE 2 FOR THE PURPOSE OF PRODUCING
NEW HOUSING FOR LOW AND MODERATE INCOME PERSONS

WHEREAS, the production of new housing for persons of low and moderate income is a public purpose and use for which public money may be spent, and such production is a governmental function of concern to the Commonwealth of Virginia; and

WHEREAS, pursuant to Virginia Code §15.2-958 the City of Charlottesville may, by ordinance, make grants or loans to the owners of residential rental property occupied, or to be occupied, following construction, by persons of low or moderate income, for the purpose of producing such property; and

WHEREAS, Piedmont Housing Alliance (“PHA”) is a private, nonprofit 501(c)(3) organization (corporation) organized and operating under the laws of the Commonwealth of Virginia, having as its mission the creation of affordable housing opportunities by developing new housing and by preserving existing affordable housing; and

WHEREAS, PHA and its joint venture partner are planning the redevelopment of Friendship Court into a new development named Kindewood, such redevelopment to be done in multiple phases, funded by Low Income Housing Tax Credits, private donations, grants, local government funding from the City of Charlottesville, and a mortgage; and

WHEREAS, PHA has requested the City of Charlottesville (the “City”) to award local public funding for the Project, in an amount sufficient to subsidize the projected cost of constructing the required public infrastructure for the Project as well as the construction of for-rent and for-sale affordable units within Phase 2 (defined below) of the Project (defined below), the City desires to make a Loan to PHA pursuant to and in consideration for PHA’s activities in compliance with this Agreement and the Amended Declaration of Affordable Housing Covenants, to be approved by the City prior to recordation; and

WHEREAS, PHA will make a subordinate loan to the owners of the second phase of the development in an amount not to exceed the loan from the City to PHA (the “Sponsor Loan”), which the Phase 2 owners will use to undertake the improvements described herein (defined below); and

WHEREAS, the Sponsor Loan will be secured by a subordinate interest in the land for Phase 2 of the Project and such subordinate interest shall be assigned to the City as security for this loan; and

NOW, THEREFORE, BE IT ORDAINED by the Charlottesville City Council that local public funding is hereby approved for Piedmont Housing Alliance to support the Project, subject to the following terms and conditions, which shall be set forth within a written agreement that shall be executed by duly authorized agents of the City and Piedmont Housing Alliance (“Loan Agreement” or “Agreement”):

Section 1. Public purpose of the Loan

This Loan is provided to Piedmont Housing Alliance (“Recipient” or “PHA”) for the public purposes of providing for construction of streets, utilities, a portion of a future city park, and other site improvements necessary for the Project, and to assist the construction of new for-rental and for-sale housing units within the property known as Friendship Court and to be identified as Kindewood upon completion of the redevelopment project, as part of a multi-phased redevelopment of that property (“Subject Property” or “Project”). Phase 2 and subsequent phases of the Project shall be diligently prosecuted by the Recipient, to the end that, upon completion of construction, **one hundred percent (100%) of the dwelling units within the Project will be for rental or for ownership by low- and moderate-income persons, for a period not less than ninety-nine (99) years.**

Section 2. Representations and Warranties by the Recipient

To induce the City to make the Loan, Recipient makes the following as its representations and warranties to the City:

- (A) Recipient is a corporation organized under the laws of the Commonwealth of Virginia, active and in good standing as of the date of its execution of this Agreement.
- (B) Recipient is a nonprofit 501(c)(3) organization whose 501(c)(3) status remains in effect as of the date of its execution of this Agreement.
- (C) Recipient will use its best efforts to ensure the Loan funds will be used only for the public purposes referenced in Section 1. Recipient may expend the Loan funds itself, or Recipient may loan the funds to a third party who is legally obligated to use the funds only for the public purpose referenced in Section 1. A loan to a third party shall be secured by a lien on the land within Phase 2. Recipient shall execute an assignment of such lien and interests as further security for the Loan from the City to the Recipient, subject to certain requirements of lenders and the investor member of Phase 2 Project Owner, including this Agreement and the Master Affordable Housing Covenant (or any phase-specific replacement covenants) being subordinate and subject to the lien of all lenders to the Project and including the forbearance

of certain creditor's rights and remedies during the applicable federal tax credit "compliance period" when the investor member has an ownership interest in the Phase 2 Project Owner.

- (D) Recipient shall in good faith take all measures necessary to ensure that one hundred percent (100%) of the dwelling units constructed within the Project will be Rental Affordable Units and For-Sale Affordable Units for low- and moderate-income persons, in accordance with the Master Affordable Housing Covenant, previously recorded, and any amendments thereto.
- (E) Recipient will use its best efforts to ensure the number of newly constructed affordable dwelling units constructed within subsequent phases of the development are in accordance with the Master Site Requirements attached as an Exhibit to the Master Affordable Housing Covenant.

At all times within the Subject Property there will be one hundred fifty (150) for-rent affordable dwelling units subject to project-based federal Section 8 operating subsidies, including a combination of pre-existing and new units. This represents the current number of units existing within the Subject Property as of the date of this Agreement.

- (F) Recipient recorded a Master Affordable Housing Covenant for the Project on December 10, 2021 in the land records of Charlottesville Circuit Court as instrument number 2021-00006048 (the "Covenant"). The Phase 2 specific Affordability Covenants shall be recorded in the land records of Charlottesville Circuit Court. The City Manager and City Attorney shall approve the Phase 2 specific Affordability Covenants prior to recordation.
- (G) To the best of its knowledge, NHTE Piedmont Garrett Square Limited Partnership (the "Landowner") currently owns all right, title and interest in and to the land comprising the development site of the Project, and Recipient has verified that the Landowner does not intend to transfer or convey title to any such land to any third party, other than the Phase 2 project owners, until the Phase 2 Amended Affordable Housing Covenants have been recorded in the City's land records.
- (H) Recipient will use its best efforts to ensure the development of all phases of the Project shall be consistent with the Master Plan developed by the Recipient with public input from the community, a copy of which is depicted in ***Illustration 1***, following below, as may be amended from time to time consistent with the provisions of the Master Affordable Housing Covenant and the public purposes for which this Loan is offered pursuant to Virginia Code §15.2-958.

Illustration 1.



- (I) Recipient will execute any and all documents reasonably requested by the City to finalize the Loan authorized by this Ordinance, including, without limitation, any note, deed of trust, security agreement or guaranty.
- (J) The representations set forth within paragraphs (A) through (H) preceding above are material provisions of this Agreement.

Section 3. Authorized Expenditures; Budget

- (A) The Project is planned as a multi-phased redevelopment of land currently identified by Tax Parcel Identification No. 280112000, currently assigned the street address of 400-426 Garrett Street, Charlottesville, Virginia. As of the date of this Agreement, Phase 1 is substantially complete and Phase 2 is being approved for construction. As subsequent phases are designed,

the parties may amend this Agreement as necessary or desirable to reflect additional public funding for the Project.

- (B) Phase 2 shall include no fewer than one hundred four (104) for-rent or for-sale affordable dwelling units, of which: (i) fifty-four (54) will be subject to project-based federal Section 8 operating subsidies; and (ii) a minimum of forty-six (46) additional For-Rent dwelling units will be provided for rental to households having incomes from thirty percent (30%) to eighty percent (80%) AMI; and (iii) a minimum of four (4) For-Sale dwelling units will be land trust for-sale homes for sale to households having incomes from thirty percent (30%) to eighty percent (80%) AMI as mutually agreed to by the City and the Recipient on or before [any disbursement of Loan funds]. The average AMI of the four (4) For-Sale dwelling units will not exceed 60% AMI. See Exhibit A for a legal description for Phase 2.
- (C) Phase 2 shall include a portion of a park ultimately intended to be conveyed to City ownership as a public City park. Completion of construction of the park is anticipated to be completed at the end of Phase 3 of the overall redevelopment of Friendship Court. A separate agreement will be established, prior to the start of Phase 3, to identify all terms associated with the limits, design, construction, conveyance and maintenance of the park. Nothing in this agreement shall obligate the City to take ownership, or provide maintenance of the potential park.
- (D) The City will provide \$5,750,000 in Loan proceeds for Phase 2. Loan proceeds may be expended as follows:
- i. Up to \$5,225,000.00 shall be expended for site work (demolition of existing buildings, grading, erosion, and sediment control measures, etc.), the installation, construction, or reconstruction of public streets (inclusive of sidewalk, curb and gutter, stormwater, landscaping), utilities, and park(s), essential to the Project (“Public Infrastructure” or “Public Infrastructure Construction”), and for construction of new Phase 2 housing units for rental and for sale to low- and moderate-income persons, which may include tenant relocation costs (“ADU Construction”).
 - ii. Up to \$525,000.00 is expected to cover “soft costs” associated with the planning and design for construction of infrastructure for the Project and/or construction of Rental and For-Sale Affordable Units within Phase 2 of the Project. Any portion of this amount not expended for Soft Costs may be expended in accordance with (i), above;
- (E) Construction will commence within six months following loan closing on Phase 2 of the Project, and be diligently prosecuted by Recipient to completion.

(F) Phase 2 Project Owners, with consultation from Recipient, shall establish a Budget for Public Infrastructure Construction for the Project and for construction of Rental Affordable Units and For-Sale Affordable Units within Phase 2, and will submit the Budget to the City for approval. Once the Budget is approved by the City, all material changes to the Budget shall be subject to the prior written approval of the City. Whenever any change order is under consideration by Recipient which would materially increase the cost of any aspect of construction, a Budget amendment shall be prepared for the City's approval prior to execution of the change order.

(G) [Reserved.]

(H) The Budget shall establish stand-alone line items for Public Infrastructure Construction. The Budget shall also include line items for a Construction Contingency Amount, soft costs and other reserves acceptable to the City.

Section 4. Disbursement of Loan Proceeds

(A) Preconditions, General

Prior to the first disbursement of any Loan proceeds for expenses incurred pursuant to Section 3(D)(i) or (ii), the Recipient shall furnish all of the following documents to the City for Phase 2 of the Project, in a form acceptable to the City in all respects, for the City's approval:

- i. A Public Infrastructure Plan: providing for construction of public streets, sidewalks, curb and gutter, utilities, stormwater, landscaping, park, and street lights ("Public Infrastructure") for the Project, prior to commencement of construction of any building(s) or structure(s) within Phase 2, or providing for the phased construction of Public Infrastructure, by **(a)** delineating sections within the Project in which infrastructure will be constructed in coordination with housing that will be served by that infrastructure, **(b)** within each delineated section, establishing a schedule for completion of construction of the Public Infrastructure, within that section in relation to the completion of construction and occupancy of dwelling units within that section; **(c)** providing a Cost Estimate establishing the cost of constructing the Public Infrastructure in each section, and **(d)** in the event that Public Infrastructure within a delineated section has been substantially constructed but has not met all requirements necessary for final acceptance into the City's public system for maintenance, then Recipient shall provide a maintenance and indemnifying bond, with surety acceptable to the City, in an amount sufficient for and conditioned upon the maintenance of the Public Infrastructure until such time as the Public Infrastructure is accepted into the City's public system for maintenance.

- ii. A Resident Relocation Plan establishing a schedule, consistent with the schedule established within the construction plan referenced in (i) above: (a) identifying how many of the newly constructed units in each section will be occupied by then-current residents of Friendship Court, (ii) establishing a budget for the relocation of Friendship Court residents, and (iii) setting forth how the Recipients will determine what Friendship Court residents will be relocated first, etc. The relocation plan shall demonstrate zero displacement.
- iii. A Construction Schedule that implements construction of the Rental or For Sale Affordable Units in Phase 2, in all aspects, in accordance with paragraphs (i) – (ii) preceding above.
- iv. The Budget required by Section 3, above.
- v. Phase 2 Affordable Housing Covenants, approved by the City prior to execution by Recipient and recorded within the land records of the Circuit Court for the City of Charlottesville.

If the above-referenced documents demonstrate the adequacy of the Budget to complete the Public Infrastructure and the Rental and For-Sale Affordable Units within Phase 2, and if the Construction Schedule is realistic, then the City's approval shall not unreasonably be withheld.

(B) Disbursements for Infrastructure and for Costs of Tenant Relocation and Construction of Affordable Housing

- i. Following the date on which the Phase 2 Affordable Housing Covenants are recorded within the City's land records, the Recipient may request disbursements of the Loan funds, and disbursements may be made by the City from time to time during construction of the Public Infrastructure and/or construction of new Rental or For-Sale Affordable Units, as such construction progresses, no more frequently than once per calendar month, until the City has disbursed the aggregate amount specified within Section 3(D)(i) above (and upon request, any amount(s) not previously disbursed under Section 3(D)(ii)).
- ii. As a condition precedent to each disbursement of loan proceeds for the Public Infrastructure, the Recipient shall furnish or cause to be furnished to the City all of the following documents for each disbursement, in form and substance satisfactory to the City: (a) a Disbursement Certification in a form approved in advance by the City; (b) copies of payment approval forms, certified by an architect or engineer

authorizing payment of specific amount(s), and documentation that such amount(s) have actually been paid to construction contractor(s) and subcontractor(s), for work completed; **(c)** as-built drawings, certified by a professional engineer licensed by the Commonwealth of Virginia, certifying that construction of the improvements and facilities that are the subject(s) requested of loan disbursements is in conformity with the approved final plan and applicable city standards; **(d)** a budget-to-actual expenditure report for the Public Infrastructure, current through the date of the disbursement request; **(e)** a Construction Schedule report, documenting the actual progress of construction (inclusive of Public Infrastructure and housing) compared with the approved Construction Schedule. In the aggregate, items (a)-(e) shall constitute a “Disbursement Request”.

- iii. As a condition precedent to each disbursement of loan proceeds for relocation and construction of new units of Rental or For-Sale Affordable Housing, the Recipient shall furnish or cause to be furnished to the City all of the following documents for each disbursement, in form and substance satisfactory to the City: **(a)** a Disbursement Certification in the form approved in advance by the City; **(b)** copies of payment approval forms, certified by an architect or engineer authorizing payment(s) which have been made by the Phase 2 Project Owner or Recipient, together with documentation of amount(s) actually paid to construction contractor(s) and subcontractor(s), for completed work referenced within such payment approval forms; **(c)** a budget-to-actual expenditure report, current through the date of the disbursement request, for the relocation and housing construction Budget line items; **(d)** a Construction Schedule report, documenting the actual progress of construction compared with the approved Construction Schedule; **(e)** documentation of amount(s) actually paid by the Phase 2 Project Owner or Recipient to relocate tenants into a new affordable housing unit for which a certificate of occupancy (non-temporary) has been issued. In the aggregate, items (a)-(d) shall constitute a “Disbursement Request” for reimbursement of construction costs, and items (a), (c) and (e) shall constitute a “Disbursement Request” for reimbursement of relocation expenditures.
- iv. Following receipt of a complete Disbursement Request, the City shall issue payment of Loan proceeds to the Recipient reimbursing amounts documented within the Disbursement Request as having actually been paid to construction contractor(s) and subcontractor(s) or to relocate tenants. Payment shall be made within 30 days of the City’s receipt of a complete Disbursement Request.

(C) Disbursements for Soft Costs

Following the date on which the Phase 2 Affordable Housing Covenants are recorded within the City’s land records, the Recipient may request disbursements of the Loan funds for the purposes

referenced in Section 3(D)(ii), above. As a condition precedent to each disbursement of loan proceeds for Soft Costs, the Recipient shall furnish or cause to be furnished to the City all of the following documents for each disbursement, in form and substance satisfactory to the City (“Disbursement Request”): (i) a Disbursement Certification in a form approved in advance by the City; and (ii) documentation evidencing expenditure of the Soft Costs to one or more independent contractors for work or services associated with the planning or design for construction of the Public Infrastructure or the For Rent or For-Sale Affordable Units within Phase 2 of the Project.

Following receipt of a complete Disbursement Request, the City shall issue payment of Loan proceeds to the Recipient for the amounts documented within the Disbursement Request as having actually been paid to independent contractors. Payment shall be made within 30 days of the City’s receipt of a complete Disbursement Request.

(D) Execution of Loan Instruments

This Loan is in the amount of the total disbursements made by the City to the Recipient, pursuant to Section 4(B), 4(C) preceding above. Disbursement shall be made up to the Loan maximum specified in Section 3(D), above. All disbursements shall be added to the principal of the Loan, and interest at the rate of this Loan shall accrue thereon from the date each disbursement is made. The City shall not disburse any loan proceeds to the Recipient unless and until the Recipient has executed and delivered to the City all documents or legal instruments deemed by the City to be necessary to effectuate the Loan and to secure the City’s ability to enforce the requirements of this Loan Agreement. The following terms and conditions are material to the City’s agreement to enter into this Loan Agreement and shall be requirements of this Agreement enforceable in accordance with this Loan Agreement as well as through any documents or legal instruments that effect and secure the Loan of public funds to the Recipient:

- (i) Recipient will use commercially available best efforts to negotiate provisions in a subordination agreement with the senior lender for the development of Phase 2 that provide the City with the right to cure a default and exercise rights pursuant to a collateral assignment of Recipient’s interest in Phase 2 under a Deed of Trust securing the Sponsor Loan, with wording acceptable to the City Manager and City Attorney. The income, rent and use restrictions required by this Agreement shall terminate upon a foreclosure of the Sponsor Loan, except: (i) twenty percent (20%) of the units within the Project may remain at sixty percent (60%) of area median income following such a foreclosure, and (ii) VHDA may permit additional units at 60% AMI to survive such a foreclosure, provided that VHDA determines, in its sole discretion, that the development will achieve a targeted debt service coverage rate (DCSR) of at least 1.25 while subject to such additional set-aside. The City Manager, after consultation with the City Attorney’s Office, is the City official hereby designated as having authority as the agent of City Council to renegotiate

income, rent and use restrictions required by this Agreement and the Master Affordable Housing Covenant, and any amendments thereto, and to enter into a binding amendment of this Agreement, if such renegotiation or amendment is necessary to facilitate Recipient's receipt of financing from VHDA, provided that (i) the renegotiated terms are no less than those VHDA itself requires in its own Lending Policy and (ii) in accordance with Virginia Code §15.2-958, a minimum of twenty percent (20%) of the housing units within Phase 2 shall be Rental or For Sale Affordable Units for a minimum of ten (10) years.

- (ii) **Deferred Payment Loan; Payment Date.** This Loan shall be a deferred payment loan. The deferral period shall commence on the Commencement Date specified in subparagraph (iii), below, and shall expire at midnight on December 31 of the fortieth (40th) calendar year thereafter ("Deferral Period"). Interest shall accrue during the Deferral Period, in the amount specified in subparagraph (iv) following below.
- (iii) Each Disbursement of funds made by the City to the Recipient shall constitute loan proceeds (individually and collectively, the "Loan") of the Loan that is the subject of this Agreement. The term of the Loan shall be forty (40) years, commencing on the date of the final disbursement of Loan proceeds by the City to the Recipient pursuant to this Agreement ("Commencement Date"). If the Project is completed and operated continuously in accordance with the requirements of this Agreement and the Master Affordable Housing Covenant, and any amendments thereto, throughout the entire Deferral Period (i.e., continuously from the Commencement Date through the expiration of the Deferral Period) then the Loan shall be forgiven. Recipient will grant to the City, as security for the Loan, an assignment of its subordinate interest in Phase 2, which secures its Sponsor Loan to the Phase 2 Project Owner. The assignment shall be subordinate to loans from VHDA or any federal agency.
- (iv) Interest shall accrue on outstanding amounts of the Loan, at the annual rate of three percent (3%), beginning on the Commencement Date specified in (iii), above. If the Project is completed and operated continuously in accordance with the requirements of this Agreement and the Master Affordable Housing Covenant, and any amendments thereto, throughout the entire Deferral Period referenced in paragraph (ii) preceding above (i.e., continuously from the Commencement Date through the expiration of the Deferral Period) then the accrued interest shall be forgiven.

(v) Payment. All Loan proceeds disbursed to the Recipient shall immediately become due and owing to the City in full, in each case following any applicable notice and cure period:

- a. on the date of any Uncured Event of Default on the Loan;
- b. upon the insolvency or dissolution of the Recipient;
- c. on the date of any foreclosure of Phase 2; or
- d. upon the sale or transfer of the Phase 2 property, or any portion(s) thereof, to any person other than a related entity, or other assignee, who has been approved by the City in advance. For purposes of this Agreement, the term “related entity” means any transferee that is controlled by the Recipient, the Landowner, or both.

(vi) For so long as the City Loan proceeds are subsidizing Phase 2, Recipient, on behalf of itself and its heirs, successors and assigns (collectively, “Owner”) agree that, prior to the first refinancing of the senior lien debt, or prior to the next new tax credit financing (but subject to any senior lender approvals, in their sole discretion, if such new tax credit financing does not include a refinancing of the senior debt) it will propose an Affordability Analysis to the City for the City’s review and approval. The Affordability Analysis will determine and detail if any qualified tenants have incomes permitted under the federal low income housing tax credit program that are in excess of one hundred thousand dollars (\$100,000) and the Owner will agree either (a) to escrow such rents that exceed thirty percent (30%) of such tenants’ income above \$100,000 and to use such reserves when sufficient and with the approval of the City to target deeper income restrictions on future tenancies of the other restricted units by providing a rental subsidy to such tenants, or (b) to propose further income restriction to the other restricted units to the reasonable satisfaction of the City.

(vii) **Default.** If any Event of Default shall occur pursuant to this Phase 2 Loan Agreement and is not cured within sixty (60) days from the date that written notice of such Event of Default is given by the City to the Recipient or such longer period as was reasonably necessary for cure, provided the Recipient requested an extension prior the expiration of the 60-day cure period and the City approved the request in writing (“Uncured Event of Default”, the Loan shall immediately become due and payable in full to the City. Each of the following shall constitute an Event of Default:

- a. Use of Loan funds for any purpose(s) other than those articulated within Section One of this Ordinance;
- b. Failure to comply with the terms and conditions of this Loan Agreement that apply to Phase 2;
- c. Failure to comply with the requirements of the Master Affordable Housing Covenant, and any amendments thereto, as it may be amended, or any phase-specific replacement covenant thereto;
- d. Failure to perform any of Recipient's obligations under this Loan Agreement with respect to construction of the Public Infrastructure or construction of units of housing within Phase 2;
- e. Failure to perform any of Recipient's obligations under the Master Affordable Housing Covenant, and any amendments thereto, as it may be amended or any phase-specific replacement covenant thereto;
- f. A successful legal challenge initiated by the Landowner, PHA, NHT Communities or any Project Owner, asserting that the Master Affordable Housing Covenant, and any amendments thereto, is invalid or unenforceable, in whole or as applied to such person;
- g. Failure to perform as required by any document that secures this Loan and relates to Phase 2;
- h. Failure of Recipient to give the City notice of any anticipated sale of all or any portion of the Project to any person that is not controlled by the Recipient, the Landowner, or both and who will use it for any purpose other than that specified within Section 1 of this Agreement;

(viii) **Remedies for Default.** If Recipient fails to pay the Loan or fails to cure any Event of Default prior to the end of the 30-day notice period, the City may invoke foreclosure of this Loan Agreement or any other remedy allowed by the Loan Agreement, any document related to this Loan, or by the laws of the Commonwealth of Virginia. All of the City's rights and remedies are distinct and cumulative to any other rights and remedies under this Agreement, or otherwise at law, and may be exercised concurrently, independently, or successively.

(ix) **No Waiver.** No forbearance by the City in exercising any right or remedy hereunder, or otherwise afforded by Virginia law, shall constitute a waiver of, nor shall forbearance preclude the exercise of, any right or remedy.

Section 5. General Terms and Conditions

- (A) Non-Appropriations Condition: The obligations of the City as to any funding beyond the end of Fiscal Year 2024 (June 30, 2024) are expressly made subject to the availability of and appropriation by the City Council of sufficient public funds to support continued performance of this agreement by the City in succeeding fiscal years. When public funds are not appropriated or are otherwise unavailable to support continuation of payment(s) by the City to Recipient in a subsequent fiscal year, the City's obligations hereunder shall automatically expire, without liability or penalty to the City. Within a reasonable time following City Council's adoption of a budget, the City shall provide the Recipient with written notice of any non-appropriation or unavailability of funds affecting this Loan agreement.
- (B) Assignments. The City reserves the right to approve in advance any assignment of this Agreement by the Recipient to any individual or entity, and the ownership and membership of any such entity must be disclosed to the City. Any change in the Recipient's organizational structure, and any change in the Recipient's status or Recipient's relationship to either the Landowner, the Project Owner or the Phase 2 Project Owner shall also be subject to approval by the Authority. Any such assignee shall be bound by all the terms and conditions of this Agreement.
- (C) Public Disclosure of Agreement Documents: The Recipient 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 (Va. Code §2.2-3700 et seq.) and the Virginia Public Procurement Act (Va. Code §2.2-4300 et seq.) to the extent that either of those laws applies.
- (D) 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 the Recipient shall be construed as or deemed to be a waiver of any other and/or subsequent default or failure to perform. The acceptance of 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 Recipient, 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.
- (E) Force Majeure. All dates in this Agreement shall be extended for a period of time equal to the period of any delay directly affecting such date which is caused by fire, earthquake or

other acts of God, strike, lockout, acts of public enemy, riot, insurrection, pandemic, disease, work shortages, acts beyond the control of the parties, declared state of emergency or public emergency, government mandated quarantine or travel ban, government shutdown or governmental regulation. All federal extensions permitted due to any pandemic, declared state of emergency or public emergency, government mandated quarantine or travel ban, or any other similar event, shall also apply to the dates in this Loan Agreement.

- (F) Severability: In the event that any term, provision, or condition of this Agreement, or the application thereof to any person or circumstance 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 circumstance other than those to which it has been held invalid or unenforceable, shall not be affected thereby.
- (G) Governing Law: This Agreement shall be governed by the laws of the Commonwealth of Virginia, and, in the event of litigation, jurisdiction and venue shall be in the Circuit Court of the City of Charlottesville, Virginia, and all legal actions involving this Agreement shall be brought only in such court. All parties hereto agree that in the event of any action brought to enforce the terms and provisions hereof, the prevailing party shall be entitled to reimbursement of reasonable attorney's fees and court costs. All parties to this Agreement have standing to enforce any covenants, terms, provisions, and agreements set forth herein.
- (H) Entire Agreement: This Agreement is the entire agreement between the parties hereto, sets forth all of promises, agreements, conditions, and understandings between the parties respecting the subject matter hereof and supersedes all prior and contemporaneous negotiations, conversations, discussions, correspondence, memoranda, and agreements between the parties concerning such subject matter.
- (I) Authorized City Signature: By its approval of this ordinance, the Charlottesville City Council authorizes the Charlottesville City Manager to execute Agreements to effectuate the requirements herein on its behalf.
- (J) Amendments. Except as otherwise specified within Section 5(E) of this Ordinance, the City Manager is hereby authorized to modify terms and conditions set forth within this Ordinance, without Council review and approval, but only if such amendment(s) do **not** materially modify: (i) the number of affordable dwelling units to be provided by Recipient, or the length of the Affordability Period, (ii) the requirement that Recipient provide a one-for-one replacement of all of the 150 for-rent, Section 8 subsidized dwelling units existing within Friendship Court as of the date of this Agreement (divided among all phases of the

Project), (iii) the layout of land uses, or the general or approximate location of the public streets, as depicted in *Illustration 1*, above, within this Agreement, or (iv) the dollar amount(s) of the Loan, as set forth within Section 3(D) of this Agreement. Any amendments of the terms referenced in clauses (i) – (iv) preceding above within this paragraph must be approved by ordinance of City Council in the same manner as this Agreement.

(K) Notices. All notices required under this Agreement shall be given in writing, and shall be deemed to be received five (5) business days after being mailed by first class mail, postage prepaid, return receipt requested, or one (1) business day after being placed for next day delivery with a nationally recognized overnight courier service, or upon receipt when delivered by hand, addressed as follows: (i) if given to the City—to the City Manager, with a copy to the City Attorney, each to: 605 East Main Street, Second Floor, City Hall (P.O. Box 911), Charlottesville, Virginia, 22902, or (ii) if given to the Recipient—to Piedmont Housing Alliance, Attention: Executive Director, 682 Berkmar Circle, Charlottesville, Virginia, 22901, with a copy to Erik T. Hoffman, Klein Hornig, LLP, 1325 G Street, N.W., Suite 770, Washington, DC, 20005 and a copy to the Project Lender at an address provided by the Recipient.

AND BE IT FURTHER ORDAINED BY THIS CITY COUNCIL THAT the City Manager is hereby authorized to execute a Loan 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.

EXHIBIT A

Legal Description of Property (Phase 2)

DESCRIPTION OF PORTIONS OF TMP 28-112, NHTE PIEDMONT GARRETT SQUARE LIMITED, 'FRIENDSHIP COURT' PHASE 2 LANDS:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE CITY OF CHARLOTTESVILLE, VIRGINIA, TO BE PHASE 2 LANDS OF THE REDEVELOPMENT OF FRIENDSHIP COURT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON ROD ALONG THE NORTH LINE OF MONTICELLO AVENUE, AN 84' WIDE PUBLIC RIGHT OF WAY, APPROXIMATELY 305' WEST OF INTERSECTION WITH 6TH STREET, SE, THENCE WITH THE NORTH LINE OF MONTICELLO AVENUE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 606.12', A CENTRAL ANGLE OF 2°48'04", A CHORD BEARING N23°13'05" W, A CHORD LENGTH OF 29.63' A DISTANCE OF 29.63' ALONG THE ARC OF SAID CURVE TO A POINT, **SAID POINT BEING THE POINT OF BEGINNING (P.O.B.);**

THENCE WITH THE NORTH LINE OF MONTICELLO AVENUE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 606.12', A CENTRAL ANGLE OF 13°53'42", A CHORD BEARING N31°33'58" W, A CHORD LENGTH OF 146.53' A DISTANCE OF 146.99' ALONG THE ARC OF SAID CURVE TO A POINT;

THENCE CONTINUING WITH THE NORTH LINE OF MONTICELLO AVENUE N38°30'49"W 164.85' TO A POINT;

THENCE LEAVING THE NORTH LINE OF MONTICELLO AVENUE AND THROUGH THE LANDS OF NHTE PIEDMONT GARRETT SQUARE LIMITED ('NHTE') THE FOLLOWING COURSES:

N51°29'11"E 78.00' TO A POINT;

S71°50'35"E 11.83' TO A POINT;

S38°30'49"E 29.59' TO A POINT;

N51°29'11"E 27.00' TO A POINT;

S38°30'49"E 8.81' TO A POINT;

N51°30'59"E 51.15' TO A POINT;

S38°29'01"E 21.93' TO A POINT;

N50°50'02"E 122.44' TO A POINT;

S71°01'37"E 96.02' TO A POINT;

N19°29'33" E 95.09' TO A POINT;

S70°49'15"E 58.97' TO A POINT;

S22°48'25"E 54.32' TO A POINT;

A CURVE TO THE RIGHT, HAVING A RADIUS OF 165.00', A CENTRAL ANGLE OF 21°59'19", A CHORD BEARING S11°48'45" E, A CHORD LENGTH OF 62.93' A DISTANCE OF 63.32' ALONG THE ARC OF SAID CURVE TO A POINT;

S0°46'29"E 9.27' TO A POINT IN THE WEST LINE OF CITY PID 280112001 IN THE NAME OF FC PHASE 1, LLC ('PHASE 1');

THENCE CONTINUING WITH THE WEST LINE OF PHASE 1 THE FOLLOWING COURSES:

A CURVE TO THE RIGHT, HAVING A RADIUS OF 340.74', A CENTRAL ANGLE OF 30°33'40", A CHORD BEARING S14°43'10" W, A CHORD LENGTH OF 179.60' A DISTANCE OF 181.75' ALONG THE ARC OF SAID CURVE TO A POINT;

S29°57'42"W 83.93' TO A POINT;

A CURVE TO THE RIGHT, HAVING A RADIUS OF 65.00', A CENTRAL ANGLE OF 37°23'36", A CHORD BEARING S48°39'30" W, A CHORD LENGTH OF 41.67' A DISTANCE OF 42.42' ALONG THE ARC OF SAID CURVE TO A POINT;

A CURVE TO THE RIGHT, HAVING A RADIUS OF 40.00', A CENTRAL ANGLE OF 33°05'24", A CHORD BEARING S83°54'00" W, A CHORD LENGTH OF 22.78' A DISTANCE OF 23.10' ALONG THE ARC OF SAID CURVE TO A POINT;

S61°31'51"W 66.09' TO A POINT AT THE NORTHEAST CORNER OF THE FUTURE 'PCLT' PARCEL;

THENCE LEAVING THE WEST LINE OF PHASE 1 AND WITH THE NORTH LINE OF THE FUTURE PCLT PARCEL N29°45'01"W 59.83' TO A POINT;

THENCE S60°14'59"W 80.10' **TO THE POINT OF BEGINNING**, AN AREA OF LAND, BEING PHASE 2 LANDS, CONTAINING 2.839 ACRES, MORE OR LESS.

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



Agenda Date:	June 3, 2024
Action Required:	Approve resolution
Presenter:	Chris Engel, Director of Economic Development
Staff Contacts:	Chris Engel, Director of Economic Development
Title:	Resolution authorizing an amendment to the Performance Agreement to support Friendship Court Phase 1 redevelopment efforts

Background

On October 19, 2020, city council approved a performance agreement with Piedmont Housing Alliance (PHA) to help support the redevelopment of the first phase of Friendship Court (now known as Kindewood). The agreement commits the incremental increase in real estate tax revenue generated by the investment, once complete, as a source of financing.

Discussion

At the time of the original agreement, the entire site was a single parcel in the city's land records. For a number of reasons, PHA is undertaking the redevelopment in a series of discrete phases. The action requested in the amendment identifies the newly created parcel (new parcel 'B') that reflects the actual boundary of phase 1. This reduction in footprint and base valuation enables the project to capture more financial benefit in a shorter timeframe. All other elements of the agreement remain the same.

Alignment with City Council's Vision and Strategic Plan

This action aligns with the Housing Outcome Area in the City's newly adopted Strategic Plan.

Community Engagement

Budgetary Impact

There is no additional impact as a result of this action.

Recommendation

Staff recommends approval of the resolution.

Alternatives

City Council can decline to adopt the attached resolution.

Attachments

1. First Amendment to Economic Development Performance Agreement - FINAL
2. City Council Resolution to Approve Amendment - FINAL

**AMENDMENT TO ECONOMIC DEVELOPMENT PERFORMANCE
AGREEMENT**

THIS AMENDMENT TO ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT (“**Amended Agreement**”) is made effective as of this ___ day of _____, 2024 by and among the Economic Development Authority of the City of Charlottesville, Virginia (**the “Authority”**), and Piedmont Housing Alliance, a non-profit 501(c)(3) organization under the Internal Revenue Code of 1986, as amended (“**PHA**”) and on behalf of FC Phase I, LLC, a Virginia limited liability company (**the “Developer”**).

WITNESSETH:

WHEREAS, the Authority and Developer entered into a certain Economic Development Performance Agreement dated as of October 14, 2021, (the “**Agreement**”) where the Authority has agreed to provide a certain financial incentive grant to the Developer in order to encourage and induce the Developer to invest a significant amount of money into real estate improvements consisting of 106 units located in the City of Charlottesville, Virginia (the “**City**”) described and depicted on Exhibit A of the Agreement (the “**Property**”);

WHEREAS, the Developer desires to construct 106 units on the Property (the “**Improvements**”), which will promote the safety, health, welfare, convenience or prosperity of the inhabitants of the City by improving and rehabilitating a distressed area of the City which will enhance the tax base in the City and create opportunities for commercial and other economic development in the City; and

WHEREAS, the Authority and Developer desire to amend the Agreement as more particularly set forth below.

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Authority and Developer, the parties hereto do hereby agree to amend the Agreement as follows:

1. **Recitals. Defined Terms.** The above recitals are restated and incorporated herein by reference. Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.
2. **Parcel.** The Improvements will be constructed on the subdivided 3.086-acre parcel as described and depicted on **Exhibit A** attached which was a portion of the 11.77-acre parcel described and depicted in the Agreement. The Base Value as defined in Section 2 of the Agreement on which the Grant (as defined therein) is calculated will be the 3.086-acre parcel assessed at \$3,211,800.
3. **Ratification.** Except as expressly set forth in this Amended Agreement, neither the Agreement nor any provision thereof has been or is hereby amended. In furtherance of, and without in any manner limiting the foregoing, Authority and Developer each hereby agree and acknowledge that the Agreement, as amended hereby, remains in full force and effect and is hereby affirmed, confirmed and reaffirmed.

4. **Counterparts.** This Amended Agreement may be executed in more than one counterpart, each of which, when taken together, shall be deemed to be one (1) instrument. The exchange of signature pages by facsimile or Portable Document Format (PDF) transmission shall constitute effective delivery of such signatures and may be used in lieu of the original signature pages for all purposes.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Amended Agreement as of the date first written above.

**ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF CHARLOTTESVILLE, VIRGINIA**

By: _____
Chairman

DEVELOPER

By: _____
Print Name: _____
Title: _____

**ACKNOWLEDGED BY THE CITY OF
CHARLOTTESVILLE, VIRGINIA**

By: _____
City Manager

EXHIBIT A
SUBDIVISION PLAT

SURVEY NOTES:

1. PROPERTY & ZONING INFORMATION:

TMP 28-112

OWNER: NHTe Piedmont Garrett Square Limited Partnership
REFERENCE: DEED BOOK 876, PAGE 72
PARCEL ID NUMBER: 280112000
PROPERTY ADDRESS: 400-426 GARRETT STREET (ORIGINAL)
AREA 11.771 AC. (512,761 SF)
ZONED: DE (DOWNTOWN EXTENDED)

DIMENSIONAL REGULATIONS (FROM CHARLOTTESVILLE CITY CODE, CHAPTER 34, ARTICLE VI, DIVISION 3):

SETBACKS

FRONT PRIMARY STREET - NO MINIMUM REQ'D; FIFTEEN (15) FEET MAXIMUM.
FRONT LINKING STREET - TEN (10) FEET, MINIMUM; TWENTY (20) FEET MAXIMUM.
SIDE & REAR, ADJACENT TO LOW DENSITY RESIDENTIAL - TWENTY (20) FEET, MINIMUM.
SIDE & REAR, ADJACENT ANY OTHER ZONING DISTRICTS - NONE REQ'D.

HEIGHT REGULATIONS

MINIMUM - THIRTY-FIVE (35) FEET
MAXIMUM, MIXED-USE - ONE HUNDRED & ONE (101) FEET
MAXIMUM, ANY OTHER STRUCTURE - FIFTY (50) FEET

STEPBACK

THE MAXIMUM HEIGHT OF THE STREETWALL OF ANY BUILDING OR STRUCTURE SHALL BE FIFTY (50) FEET; AFTER 50 FEET, THERE SHALL BE A MINIMUM STEPBAC OF TEN (10) FEET ALONG AT LEAST SEVENTY (70) PERCENT OF THE LENGTH OF SUCH STREETWALL.

2. THE BOUNDARY SURVEY SHOWN HEREON IS BASED ON A FIELD SURVEY BY TIMMONS GROUP COMPLETED IN JUNE OF 2017.
3. HORIZONTAL DATUM IS BASED ON NAD83 (NA2011), VIRGINIA STATE GRID, SOUTH ZONE. DATUM ESTABLISHED THROUGH LEICA SmartNET NETWORK GPS OBSERVATIONS.
4. BASED ON FEMA FLOOD INSURANCE RATE MAP (FIRM), MAP NO. 51003C0286D, PANEL 288 OF 575 EFFECTIVE DATE FEBRUARY 4, 2005, THE PROPERTY SHOWN LIES IN UNSHADED ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
5. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT; EASEMENTS MAY EXIST WHICH ARE NOT SHOWN HEREON.
6. PUBLIC EASEMENTS DEPICTED HEREON ARE HEREBY DEDICATED TO THE CITY OF CHARLOTTESVILLE.

SHEET INDEX

SHEET 1 : COVER, NOTES, APPROVAL(S)
SHEET 2 : PARENT PARCEL OVERVIEW
SHEET 3 : AREA OF SUBDIVISION
SHEET 4 : ADDITIONAL SANITARY SEWER ESMT.

OWNER'S APPROVAL:

THE SUBDIVISION OF LAND DESCRIBED HEREIN IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES. ANY REFERENCE TO FUTURE POTENTIAL DEVELOPMENT IS TO BE DEEMED AS THEORETICAL ONLY. ALL STATEMENTS AFFIXED TO THIS PLAT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

FOR: NHTe Piedmont Piedmont Garrett Square Limited Partnership

DATE

STATE OF: _____
COUNTY OR CITY OF: _____

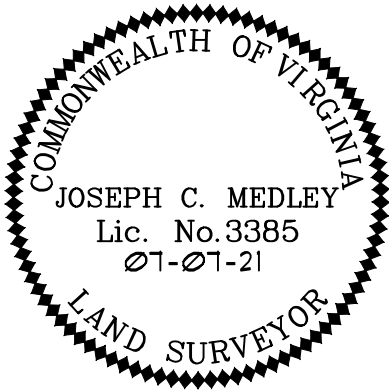
THE FOREGOING WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2021,
BY: _____

NOTARY PUBLIC

MY COMMISSION EXPIRES:

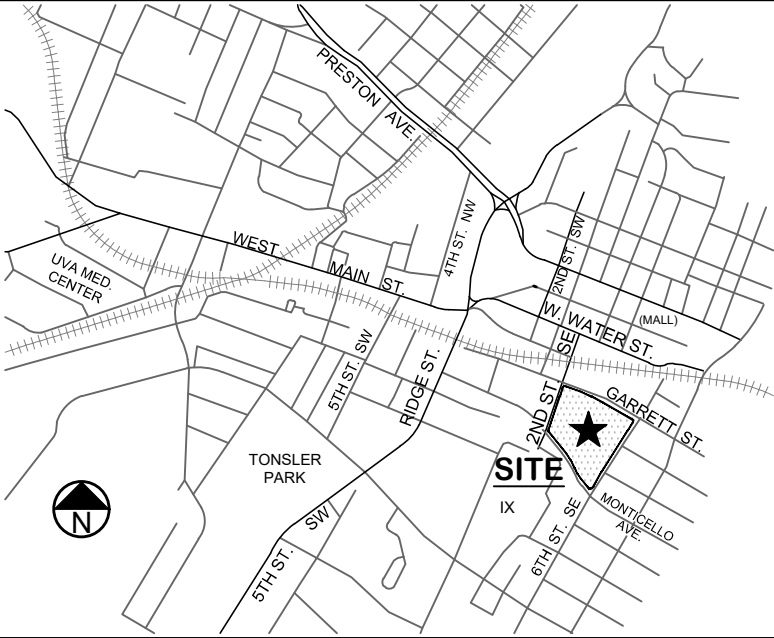
SURVEYOR'S CERTIFICATE:

I CERTIFY THAT THIS SUBDIVISION PLAT, TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, IS CORRECT AND COMPLIES WITH THE MINIMUM PROCEDURES AND STANDARDS ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS AND CERTIFIED LANDSCAPE ARCHITECTS.



AREA TABULATION:

ORIGINAL TAX MAP PARCEL 28-112 (280112000)	11.771 AC. (512,761 SF)
AREA TO NEW PARCEL 'B' (FROM 28-112)	3.086 AC. (134,429 SF)
AREA TO NEW PARCEL 'C' (FROM 28-112)	- 0.457 AC. (19,931 SF)
REMAINDER OF TAX MAP PARCEL 28-112	= 8.228 AC. (358,401 SF)



VICINITY MAP 1" = 2000'

CITY APPROVALS:

SECRETARY OF THE PLANNING COMMISSION DATE

CHAIRMAN OF THE PLANNING COMMISSION DATE

PLAT OF
MINOR SUBDIVISION
ON THE LANDS OF
NHTe Piedmont Garrett Square Limited Partnership
TAX MAP PARCEL 28-112
NORTH DOWNTOWN AREA
CITY OF CHARLOTTESVILLE, VIRGINIA

Date: Feb. 25, 2021	Scale: As Shown
Sheet: 1 of 4	J.N.: 38791
Drawn by: JCM	Checked by: JCM
LAST REVISED: July 7, 2021	

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EXISTING PARENT PARCEL, TMP 28-112 (PID: 280112000)
SEE SHEET 3 FOR SUBDIVISION

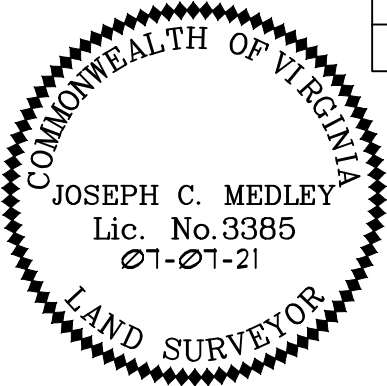
CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C1	30.00'	58.53'	44.30'	111°47'04"	S85°35'39"W	49.68'
C2	438.12'	127.67'	64.29'	16°41'45"	N30°09'56"W	127.22'
C3	606.12'	176.62'	88.94'	16°41'46"	N30°09'56"W	176.00'
C4	30.00'	30.12'	16.47'	57°31'09"	N9°45'15"W	28.87'
C5	20.00'	32.06'	20.66'	91°51'05"	N64°55'52"E	28.74'
C6	1608.89'	260.87'	130.72'	9°17'25"	S64°29'53"E	260.59'
C7	20.00'	32.22'	20.82'	92°17'27"	S13°42'28"E	28.84'

LEGEND

- (F) PROPERTY CORNER FOUND (AS NOTED)
● (S*) PROPERTY CORNER (PREVIOUSLY SET)
● (S) PROPERTY CORNER SET (AS NOTED)
DB. DEED BOOK
PG. PAGE
INST. NO. INSTRUMENT NUMBER

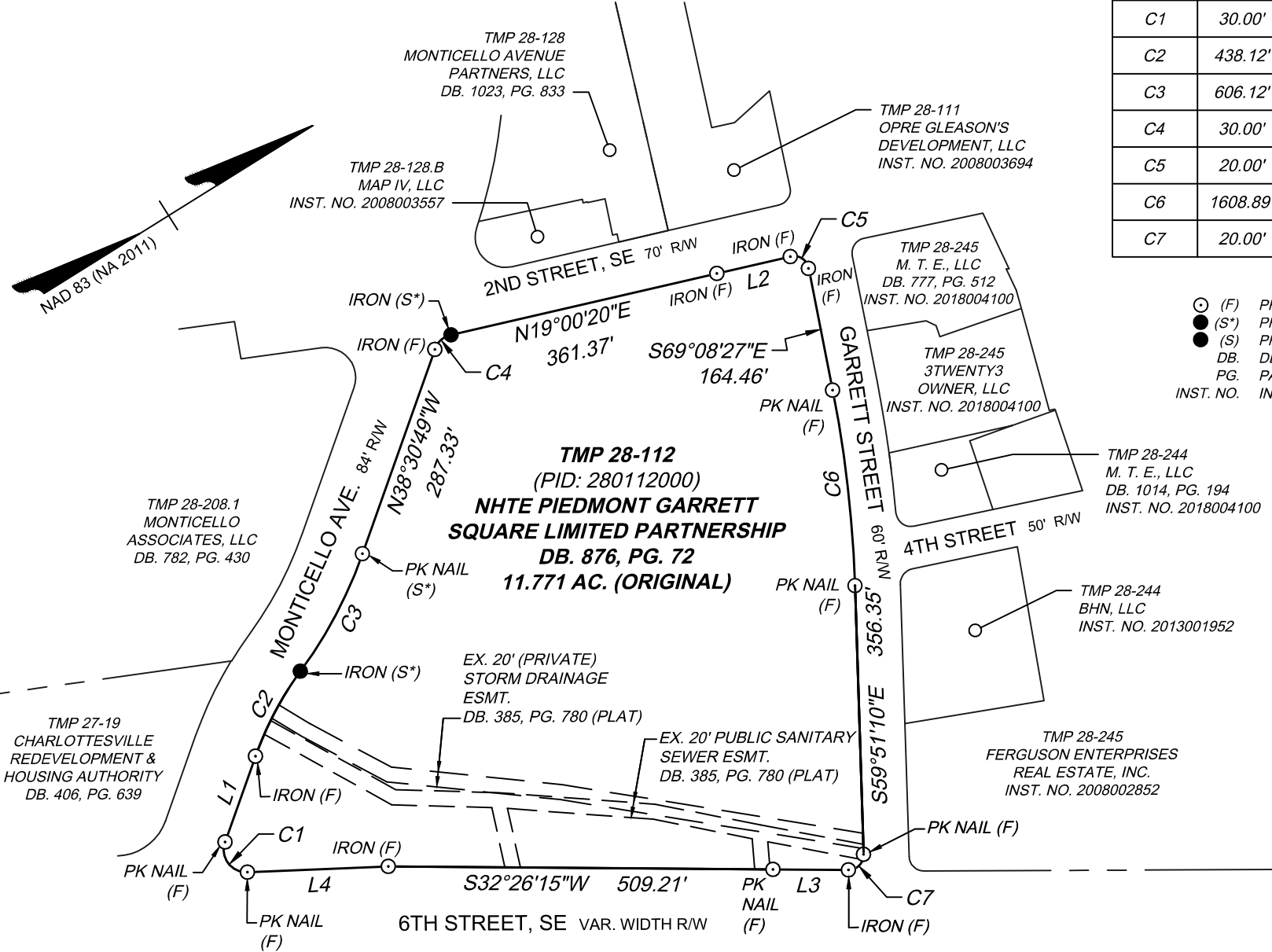
LINE TABLE

LINE	BEARING	LENGTH
L1	N38°30'49"W	120.50'
L2	N19°00'20"E	100.00'
L3	S32°26'15"W	100.00'
L4	S29°42'07"W	186.95'

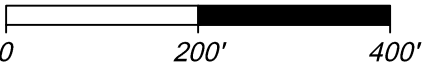


PLAT OF
MINOR SUBDIVISION
ON THE LANDS OF
**NHTE PIEDMONT GARRETT
SQUARE LIMITED PARTNERSHIP**
TAX MAP PARCEL 28-112
NORTH DOWNTOWN AREA
CITY OF CHARLOTTESVILLE, VIRGINIA

Date: Feb. 25, 2021	Scale: 1" = 200'
Sheet: 2 of 4	J.N.: 38791
Drawn by: JCM	Checked by: JCM
LAST REVISED: July 7, 2021	



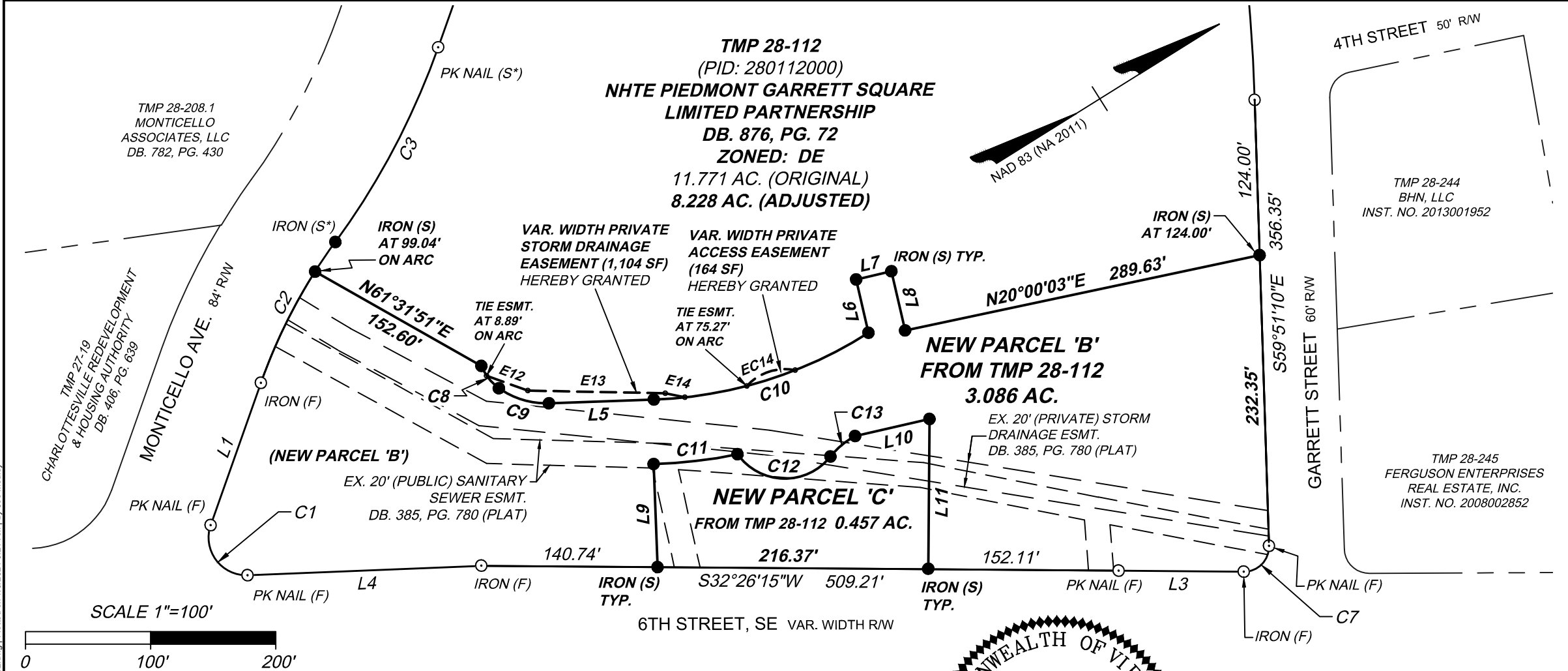
SCALE 1"=200'



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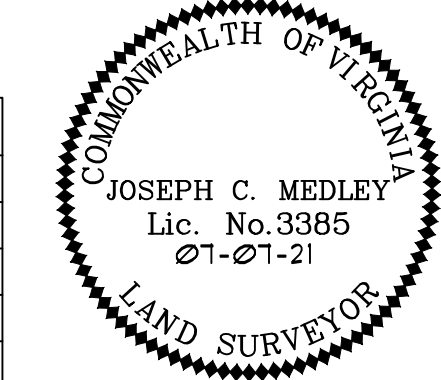
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CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C8	40.00'	23.10'	11.88'	33°05'24"	N83°54'00"E	22.78'
C9	65.00'	42.42'	22.00'	37°23'36"	N48°39'30"E	41.67'
C10	340.74'	181.75'	93.09'	30°33'40"	N14°43'10"E	179.60'
C11	391.36'	67.60'	33.88'	9°53'46"	N25°22'09"E	67.51'
C12	46.50'	86.05'	61.74'	106°01'44"	N33°24'26"E	74.29'
C13	62.00'	25.80'	13.09'	23°50'36"	S7°41'08"E	25.62'
EC14	41.00'	42.49'	23.38'	59°22'40"	N13°55'38"E	40.61'

LINE TABLE		
LINE	BEARING	LENGTH
L5	N29°57'42"E	83.93'
L6	N71°01'09"W	43.68'
L7	N18°58'51"E	28.88'
L8	S71°01'09"E	48.49'
L9	N60°10'26"W	82.44'
L10	N19°03'12"E	60.92'
L11	S57°33'45"E	120.01'



PLAT OF
MINOR SUBDIVISION
ON THE LANDS OF
NHTE PIEDMONT GARRETT SQUARE LIMITED PARTNERSHIP
TAX MAP PARCEL 28-112
NORTH DOWNTOWN AREA
CITY OF CHARLOTTESVILLE, VIRGINIA

Date: Feb. 25, 2021

Sheet: 3 of 4

Drawn by: JCM

LAST REVISED: July 7, 2021

Scale: 1" = 100'

J.N.: 38791

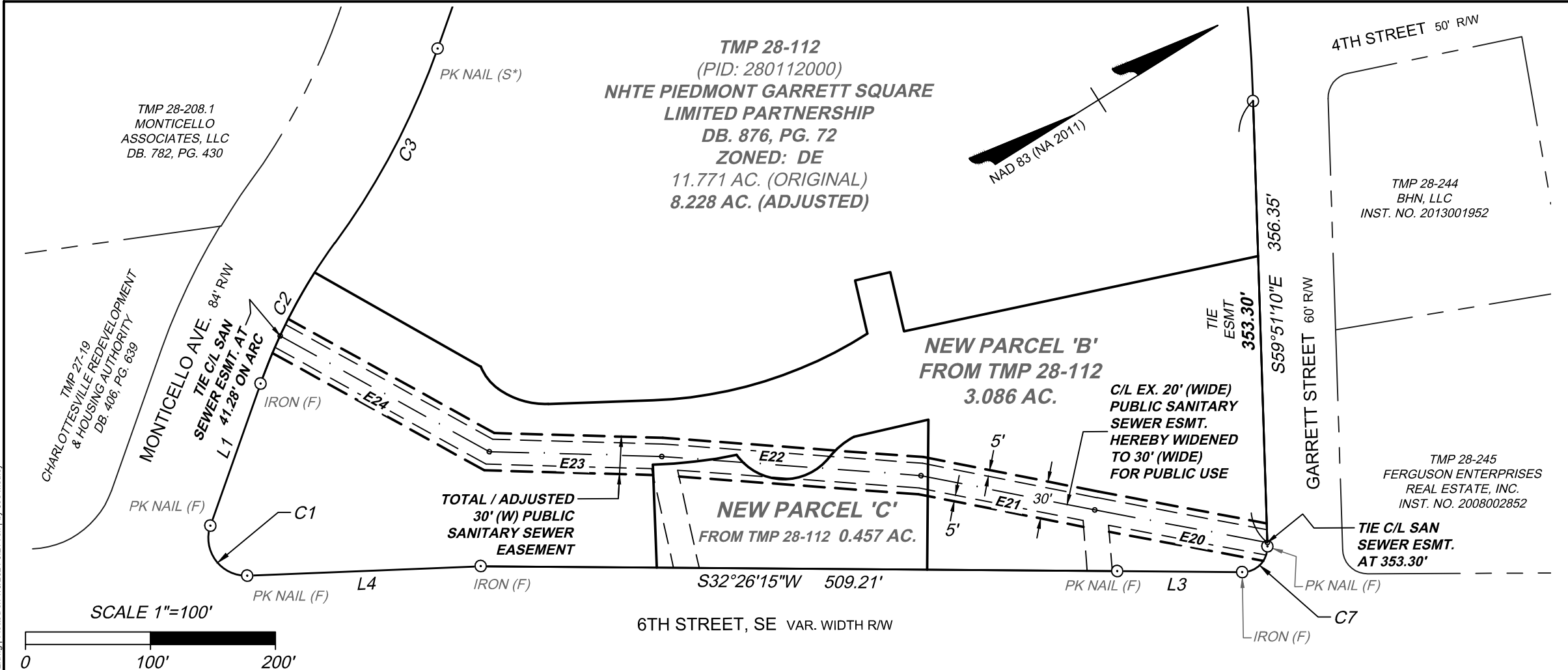
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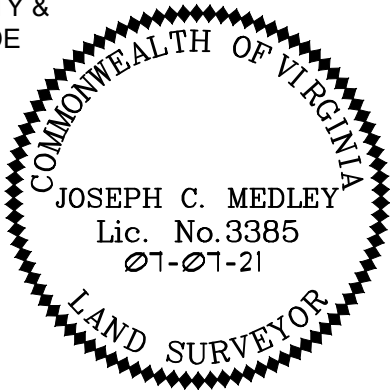
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LINE TABLE		
LINE	BEARING	LENGTH
E20	S42°40'43"W	140.54'
E21	S43°10'21"W	141.70'
E22	S36°13'35"W	207.92'
E23	S33°35'31"W	138.03'
E24	S60°58'00"W	191.22'

THIS SHEET (4) DEPICTS ADDITIONAL SANITARY SEWER EASEMENT CENTERED ON EXISTING UTILITY & EASEMENT, EXPANDING PORTIONS OF THE 20' WIDE SANITARY SEWER EASEMENT TO 30' WIDE

ADDITIONAL (PUBLIC) SANITARY SEWER EASEMENT AREA = 7,972 SF (0.183 AC.)



PLAT OF
MINOR SUBDIVISION
ON THE LANDS OF
NHTE PIEDMONT GARRETT SQUARE LIMITED PARTNERSHIP
TAX MAP PARCEL 28-112
NORTH DOWNTOWN AREA
CITY OF CHARLOTTESVILLE, VIRGINIA

Date: Feb. 25, 2021	Scale: 1" = 100'
Sheet: 4 of 4	J.N.: 38791
Drawn by: JCM	Checked by: JCM
LAST REVISED: July 7, 2021	

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**APPROVING RESOLUTION OF THE
CITY COUNCIL
OF THE CITY OF CHARLOTTESVILLE, VIRGINIA APPROVING AMENDMENT TO
ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT, AS MODIFIED**

WHEREAS, the Economic Development Authority of the City of Charlottesville, Virginia (**the “Authority”**), a political subdivision of the Commonwealth of Virginia (**the “Commonwealth”**), was established to promote the safety, health, welfare, convenience or prosperity of the inhabitants of the City of Charlottesville, Virginia (**the “City”**) by improving and rehabilitating a distressed area of the City which will enhance the tax base in the City and create opportunities for commercial and other economic development in the City; and

WHEREAS, the City Council of the City is empowered pursuant to Section 15.2-953 of the *Code of Virginia*, 1950, as amended (**the “Code”**), to make appropriations of public funds to the Authority for the purpose of promoting economic development in the City; and

WHEREAS, the Authority is empowered pursuant to Section 15.2-4901, *et seq.*, of the Code to, among other things, accept contributions, grants and other financial assistance from the City and make grants to any person, partnership, association, corporation, business, or governmental entity for the purposes of promoting economic development in the City; and

WHEREAS, the Authority, pursuant to that certain Economic Development Performance Agreement (**the “Initial Agreement”**) by and among the Authority and Piedmont Housing Alliance, a non-profit 501(c)(3) organization under the Internal Revenue Code of 1986 as amended (**“PHA”**) on its own behalf and on behalf of a limited liability company of which PHA serves as manager (**the “Developer”**), agreed to provide a certain financial incentive grant (**the “Grant”**) to the Developer in order to encourage and induce the Developer to invest a significant amount of money into real estate improvements, described as phase I of the planned development consisting of 106 units (**the “Investment”**) located in the City currently known as Friendship Court; and such phase I and 106 units are described and depicted on Exhibit A of the Initial Agreement (**the “Property”**) along with the other requirements included in such Investment as set forth in Exhibit B to the Initial Agreement; and

WHEREAS, the Authority proposes to enter into an Amendment to the Initial Agreement (**the “Amended Agreement”**), attached hereto as **Exhibit I**, by and among the Developer, which will amend the Initial Agreement in order to provide for the Investment on a subdivided 3.086-acre parcel as described in **Exhibit A**, which was a portion of the 11.77-acre parcel referenced in the Initial Agreement; and

WHEREAS, the Authority, while recognizing that the City Council of the City (**the “City Council”**) is not empowered under Virginia law to make any binding commitment beyond the current fiscal year of the City, has requested that the City Council annually appropriate monies to the Authority for the purpose of promoting economic development in the City by funding certain financial obligations of the Authority pursuant to and during the term of the Initial Agreement as amended by the Amended Agreement; and

WHEREAS, there has been presented to this meeting the form of the Amended Agreement which sets forth the understanding and agreement between the Authority and the Developer.

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

1. The City Council finds and determines that the terms and conditions of the Amended Agreement, including the provisions for the Grant, is consistent with the mission, goals and purposes of the Authority.

2. It is the current intention of the City Council to make sufficient annual appropriation of monies to the Authority for the purpose of promoting economic development in the City by funding certain financial obligations of the Authority pursuant to and during the term of the Initial Agreement as amended by the Amended Agreement.

3. The City Manager or any other officer charged with the responsibility of preparing the City budget is hereby authorized and directed to include in the City budget for each fiscal year of the City during the term of the Initial Agreement as amended by the Amended Agreement, a request that the City Council appropriate sufficient monies to the Authority for the purpose of promoting economic development in the City and funding certain financial obligations of the Authority pursuant to the terms of the Initial Agreement as amended by the Amended Agreement during such fiscal year.

4. The City Manager is hereby authorized to acknowledge the City's understanding of the Amended Agreement and to execute such documents as he deems appropriate in relation to such Amended Agreement.

5. All other acts of the City Manager, the Director of Economic Development or any other officer of the City relating to the purposes and intent of this resolution are hereby approved and ratified.

6. This resolution shall take effect immediately.

ADOPTED: _____, 2024

CERTIFICATION OF ADOPTION OF RESOLUTION

I, the undersigned Clerk of the City Council of the City of Charlottesville, Virginia, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the members of the City Council at an open meeting duly called and held on _____, 2024 and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof. The following represent the votes taken at such meeting:

Member	Ayes	Nays	Abstentions
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WITNESS my hand and the seal of the Authority, this ____ day of _____, 2024.

Clerk of the City Council of the
City of Charlottesville, Virginia

[SEAL]

Exhibit I

Amendment to the Economic Development Performance Agreement

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



Agenda Date:	June 3, 2024
Action Required:	Approve resolution
Presenter:	Chris Engel, Director of Economic Development
Staff Contacts:	Chris Engel, Director of Economic Development
Title:	Resolution authorizing a Performance Agreement to support Friendship Court Phase 2 redevelopment efforts

Background

The Piedmont Housing Alliance (PHA) is continuing to redevelop the 11.75-acre Friendship Court property in four phases over the next 6-7 years. This \$100 million + project includes the creation of approximately 400 affordable units with multiple tiers of affordability. Additionally, the redevelopment will include commercial and community space as well as associated infrastructure and parking. To help facilitate the financing of the project, Piedmont Housing has again requested that the city consider an agreement that will share the incremental increase in real estate tax revenue generated by the investment. With a commitment from the city to contribute the future revenue stream (as a grant), Piedmont Housing will leverage this to create a portion of the funds needed to fund phase 2 of the project.

This request does not ask for additional current revenue, it only requests future revenue that comes with an increased tax base. (As a point of clarification, the city has allocated a contribution to this project as part of its annual Capital Improvement Plan. The proposed performance agreement discussed herein is separate and distinct from that contribution).

The city in conjunction with the Charlottesville Economic Development Authority (CEDA) has used the performance agreement concept in the past to incentivize significant capital investment and job creation. In this case, the same process is proposed but with the creation and retention of affordable housing units as the performance criteria. There is no risk to the city as the grant occurs only after the investment has been made and once the additional tax increment materializes. The City does forego a portion of the real estate tax generated by the project until the agreement terminates.

A similar performance agreement was approved in 2020 in support of phase 1 at Friendship Court (now Kindlewood) and remains in effect today.

Discussion

The performance agreement only impacts the additional real estate taxes generated above the current base value of the land. Upon completion, the difference between the assessed value and the base value will equal the incremental real estate tax. Once the taxes are paid and performance

criteria are verified, the funds equal to 70% of the incremental real estate tax will be transferred via the Authority to an entity controlled by Piedmont Housing. Per the agreement, this cycle will repeat annually for twenty-seven years. The term of the agreement is set to match the term of the primary financing and the percentage of increment allotted is designed to fill the remaining gap in needed funds and is proportional to the previous performance agreement for phase 1.

Phase 2 includes 100 units spanning the spectrum of affordability from below 30% AMI to 80% AMI. Should the units cease to be affordable for any reason the city's obligation to provide the grant ends. These affordability terms will also be enforced by the state through Virginia Housing due to the Low Income Housing Tax Credit (LIHTC) award and by the City's forgivable loan.

PHA has received a commitment of LIHTCs and they are in the process of finalizing the remaining necessary financing with plans to begin construction on phase 2 in 2024. The performance agreement is a key piece of the remaining financing.

From a procedural standpoint, City Council would need to approve a resolution agreeing to commit the amount of the real estate tax increment to the Authority each year following verification of grant requirements. As Council is prohibited from obligating future funds this resolution is one of "intent" and thereby non-binding. CEDA would create a Performance Agreement with the developer to manage the process and would also approve a similar resolution to grant the amount of the tax increment to the developer annually.

From a policy standpoint, the proposed Performance Agreement does not impact the general fund budget as the grant is generated solely from the increase in real estate revenue received from the project. If the project is stalled or never completed for any reason the increase in taxes is not realized and therefore the City is not obligated to fund the agreement.

This agreement applies only to phase 2 of the project.

Alignment with City Council's Vision and Strategic Plan

This action aligns with the City's Strategic Plan Framework and specifically the Strategic Outcome Area of Housing which seeks to provide housing choices and mobility options for all.

Community Engagement

Budgetary Impact

Funds will need to be allocated for transfer to the Authority but only after the project has been completed and increased real estate taxes have been realized.

Recommendation

Staff recommends approving the resolution.

Alternatives

Attachments

1. City Council Resolution re Performance Grant Agreement-FC2
2. Friendship Court Phase 2 Performance Agreement 3.5.2024

**APPROVING RESOLUTION OF THE
CITY COUNCIL
OF THE CITY OF CHARLOTTESVILLE, VIRGINIA**

WHEREAS, the Economic Development Authority of the City of Charlottesville, Virginia (**the “Authority”**), a political subdivision of the Commonwealth of Virginia (**the “Commonwealth”**), was established to promote the safety, health, welfare, convenience or prosperity of the inhabitants of the City of Charlottesville, Virginia (**the “City”**) by improving and rehabilitating a distressed area of the City which will enhance the tax base in the City and create opportunities for commercial and other economic development in the City; and

WHEREAS, the City Council of the City (**the “City Council”**) is empowered pursuant to Section 15.2-953 of the *Code of Virginia*, 1950, as amended (**the “Code”**), to make appropriations of public funds to the Authority for the purpose of promoting economic development in the City; and

WHEREAS, the Authority is empowered pursuant to Section 15.2-4901, *et seq.*, of the Code to, among other things, accept contributions, grants and other financial assistance from the City and make grants to any person, partnership, association, corporation, business, or governmental entity for the purposes of promoting economic development in the City; and

WHEREAS, the Authority, pursuant to that certain proposed Performance Agreement (**the “Agreement”**) by and among the Authority and Piedmont Housing Alliance, a non-profit 501(c)(3) organization under the Internal Revenue code of 1986 as amended (**“PHA”**) on behalf of FC Phase 2, LLC, a Virginia limited liability company, including its permitted successors and assigns (**the “Developer”**), of which PHA serves as a member and manager of FC Phase 2 Managing Member LLC, the managing member of the Developer, attached hereto as **Exhibit I**, is proposing to provide a certain financial incentive grant (**the “Grant”**) to the Developer in order to encourage and induce the Developer to invest a significant amount of money into real estate improvements, described as phase 2 of the planned development consisting of 100 units (**the “Investment”**) located in the City currently known as Friendship Court; and such phase 2 and 100 units are described and depicted on Exhibit A of the Agreement (**the “Property”**) along with the other requirements included in such Investment as set forth in Exhibit B to the Agreement; and

WHEREAS, the Authority, while recognizing that the City Council is not empowered under Virginia law to make any binding commitment beyond the current fiscal year of the City, has requested that the City Council annually appropriate monies to the Authority for the purpose of promoting economic development in the City by funding certain financial obligations of the Authority pursuant to and during the term of the Agreement; and

WHEREAS, there has been presented to this meeting a draft of the Agreement which sets forth the understanding and agreement between the Authority and the Developer.

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

1. The City Council finds and determines that the terms and conditions of the Agreement, including the provisions for the Grant, is consistent with the mission, goals and purposes of the Authority.

2. It is the current intention of the City Council to make sufficient annual appropriation of monies to the Authority for the purpose of promoting economic development in the City by funding certain financial obligations of the Authority pursuant to and during the term of the Agreement.

3. The City Manager or any other officer charged with the responsibility of preparing the City budget is hereby authorized and directed to include in the City budget for each fiscal year of the City during the term of the Agreement a request that the City Council appropriate sufficient monies to the Authority for the purpose of promoting economic development in the City and funding certain financial obligations of the Authority pursuant to the terms of the Agreement during such fiscal year.

4. The City Manager is hereby authorized to acknowledge the City's understanding of the Agreement and to execute such documents as he deems appropriate in relation to such Agreement.

5. All other acts of the City Manager, the Director of Economic Development or any other officer of the City relating to the purposes and intent of this resolution are hereby approved and ratified.

6. This resolution shall take effect immediately.

ADOPTED: June __, 2024

CERTIFICATION OF ADOPTION OF RESOLUTION

I, the undersigned Clerk of the City Council of the City of Charlottesville, Virginia, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the members of the City Council at an open meeting duly called and held on June __, 2024 and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof. The following represent the votes taken at such meeting:

Member	Ayes	Nays	Abstentions
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WITNESS my hand and the seal of the Authority, this __ day of June, 2024.

Clerk of the City Council of the
City of Charlottesville, Virginia

[SEAL]

Exhibit I

Performance Agreement

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** (the “**Agreement**”) is made and entered this ____ day of ____, 2024 (the “**Effective Date**”), by and among Piedmont Housing Alliance, a non-profit 501(c)(3) organization under the Internal Revenue Code of 1986, as amended (“**PHA**”) on behalf of FC PHASE 2, LLC, a Virginia limited liability company (including its permitted successors and assigns, the “**Recipient**”), of which PHA serves as a member and manager of FC Phase 2 Managing Member LLC, the managing member of the Recipient, and the Economic Development Authority of the City of Charlottesville, Virginia, a political subdivision of the Commonwealth of Virginia (the “**Authority**”) and acknowledged by the City of Charlottesville, Virginia, a political subdivision of the Commonwealth of Virginia (the “**City**”).

WHEREAS, the Recipient, an organization formed for the use of a subsidiary of PHA and its joint venture partner, the Managing Member, as defined below, and the low-income housing tax credit investor as the investor members of the Recipient to enable it to better accomplish its purposes, plans to invest a significant amount of money to develop the Project, as defined below, on the Site, as defined below; and

WHEREAS, the City and the Authority have determined that the Project will result in significant investment and economic development on the Site, will promote safe and affordable housing in the City, will result in substantial benefits to the welfare of the City and its inhabitants, is in the public interest, and serves governmental interests; and

WHEREAS, the City plans to provide monies to the Authority to enable the Authority to enter into a performance agreement providing grant funding (the “**Funding**”) by the Authority to the Recipient for the purpose of inducing the Recipient to construct and operate the Project in the City and to assist the Recipient in obtaining the capital necessary for construction of the Project; and

WHEREAS, payment of the Funding will be conditioned upon Recipient’s completion of construction and continued maintenance of the Project, as defined herein, and the funds comprising payments of the Funding will be solely limited to an amount equal to a portion of the Incremental Real Estate Tax Revenues (as hereinafter defined) for the Site generated by the Project and the increase in assessed value of the Site by the City above the Base Year Tax Revenue, as defined herein (i.e., including both the fee interest (and leasehold interest, if applicable) in the land and all improvements), all as set forth herein; and

WHEREAS, the City is authorized by Section 15.2-953 of the Code of Virginia of 1950, as amended, (the “**Code of Virginia**”) and other laws, and the Authority is authorized by the Industrial Development and Revenue Bond Act, contained in Chapter 49, Title 15.2 of the Code of Virginia, (the “**Act**”) and other laws to perform the activities contemplated in this Agreement. The Authority is authorized by the Act to make grants and provide funding to non-profit organizations and other organizations, such as the Recipient or any person, partnership, association, corporation, business, or governmental entity, as provided herein, to enable them to accomplish such purposes for the benefit of inhabitants of the Commonwealth of Virginia and for the promotion of their health, welfare, convenience or prosperity specifically under Sections 15.2-4905(12) and (13) of the Act to accept monies from the City and to make grants and provide funding to any entity in furtherance of the purposes for which the Authority was created; and

WHEREAS, this Agreement sets forth the understanding of the parties concerning the Recipient's obligations, the Authority's obligations, and any appropriations made by the City Council of the City (**the "City Council"**), subject to the initial approval of the Authority's Board and the City Council and subject to annual appropriations by the City Council and any conditions to funding herein;

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

Section 1. Preliminary Provisions

1.1 Incorporation of Recitals. The foregoing recitals are incorporated herein by reference.

1.2 Definitions. For the purposes of this Agreement, the following terms shall have the following definitions:

"AMI" means area median gross income for the Charlottesville Metropolitan Statistical Area for each applicable year of the Funding Period.

"Approved Lender" means any institutional lender reasonably approved by the Authority in writing upon the request by the Recipient after providing reasonable documents and information requested by the Authority.

"Base Real Estate Tax Revenue" means \$34,070 per year, being the amount equal to the real estate taxes levied on the Site for the current tax year as of the Effective Date.

"Funding" means a grant funding to be paid to the Recipient, or its successors or assigns, by the Authority pursuant to this Agreement.

"Funding Payment" means, for each real estate tax year during the Funding Period, an amount equal to 70% of the Incremental Real Estate Tax Revenue for such corresponding tax year. The Parties acknowledge that the annual real estate tax levy is and may in the future be billed and due in installments (currently twice a year); therefore, as used herein "Funding Payment" shall include payments of 70% of the Incremental Real Estate Tax Revenue for each installment payment corresponding to the applicable Real Estate Tax Levy as prorated for the applicable installment period.

"Funding Period" means that certain period commencing upon Recipient's completion of Project construction, as shall be evidenced by receipt of a temporary Certificate of Occupancy ("Funding Commencement Date") and ending twenty-seven (27) years following the Funding Commencement Date ("Funding Expiration Date"). The parties acknowledge that the "Real Estate Tax Levy" for the last year of the Funding Period may not be received by the City until after the Funding Expiration Date, and that a Funding Payment shall be paid to Recipient corresponding to such Real Estate Tax Levy.

“Incremental Real Estate Tax Revenue” means, for each applicable real estate tax year during the Funding Period, the amount by which the Real Estate Tax Levy exceeds the Base Real Estate Tax Revenue, provided Recipient pays the Real Estate Tax Levy to the City in full and on time (except as provided in Section 3.3 below). In no event shall the Incremental Real Estate Tax Revenue (or the Funding Payment) include penalties, interest, or any other charges resulting from any delinquent payment. The Parties acknowledge that the Real Estate Tax Levy is and may in the future be billed and due in installments (currently twice a year); therefore, as used herein.

“Incremental Real Estate Tax Revenue” shall be determined based on the applicable payment (or installment) of the Real Estate Tax Levy for each applicable real estate tax year.

“Investment” means the Recipient’s plans to fund the construction and related costs of the Project with significant equity and loan funds of approximately \$55 million.

“Investor Member” means that certain low-income housing tax credit investor designated by the Recipient. The Recipient shall provide the name and notice address of such designated investor member to the Authority.

“Maintain” means the Recipient’s continued maintenance in accordance with the applicable Virginia Statewide and City building codes and operation of the Project following completion of Project construction as affordable housing, as set forth by Section 2.2.2 of this Agreement.

“Managing Member” means the National Housing Trust, the managing member of the Recipient.

“Project” means a development on the Site containing not less than 100 residential units, subject to income and rent restrictions as set forth in Section 2.4 and as shown on Exhibit B, and monitored by the State Housing Finance Agency.

“Real Estate Tax Levy” means the amount of real estate taxes levied by the City on the Site (including both the fee interest (and leasehold interest, if applicable)) and Project (i.e., including land and all improvements) for a given real estate tax year, pursuant to Chapter 30 of the Code for the City (“City Code”).

“Recipient” means FC PHASE 2, LLC, and its successors and assigns, to the extent permitted by this Agreement.

“Site” means that certain 3.41-acre parcel currently owned by NHTE Piedmont Garrett Square Limited Partnership, located at 400 Garrett Street and currently referred to in the records of the City Assessor as Parcel No. 280112000 and as further described in Exhibit A.

“State Housing Finance Agency” means Virginia Housing (formerly known as Virginia Housing Development Authority), a political subdivision of the Commonwealth of Virginia, or its successor

Section 2. Recipient's Obligations

2.1 Completion of Project Construction: Timeline.

2.1.1 Plan of Development. Recipient shall submit a Plan of Development or similar submission for the Project to the City's Director of Neighborhood Development Services no later than approximately nine (9) months after the Effective Date, which Plan of Development or similar submission shall comply with the relevant provisions of the City Code and shall contain all elements of the Project as defined herein.

2.1.2 Commencement of the Project Construction. Recipient shall commence construction of the Project within approximately eighteen (18) months of the Effective Date, (the "**Construction Commencement Date**"), which shall be subject to force majeure extensions upon notice from Recipient to the City that shall not exceed nine (9) months, and shall be evidenced by the issuance of all permits necessary for commencement of construction of the Project.

2.1.3 Completion of Project Construction. Recipient shall complete the Project within three (3) years of the Construction Commencement Date, which shall be subject to force majeure extensions upon notice from Recipient to the City or extensions required by an Approved Lender, either of which shall not exceed nine (9) months, and shall be evidenced by the issuance of a temporary certificate of occupancy for the Project.

2.1.4 Failure to Comply. If Recipient fails to timely comply with any of the provisions of this Section 2.1 then the Authority's Executive Director, in his or her sole discretion, may either extend the time by which Recipient must comply with the corresponding requirement or provide written notice of the Authority's intent to terminate this Agreement (which shall be delivered to the Recipient and the State Housing Finance Agency or Approved Lender). The Investor Member of the Recipient may provide its notice address, in which event, the Authority will use commercially reasonable efforts to include the Investor Member on any such written notices and permit the Investor Member to effect a cure. If Recipient or its Investor Member fails to cure its failure to comply within 30 days of such written notice then this Agreement (however, if such cure cannot reasonably be effected within such 30-day period, then such reasonable period of time as is necessary not to exceed 120 days provided the Recipient (or its Investor Member on its behalf) has promptly commenced and is diligently pursuing such cure, including all rights and obligations herein, shall, upon the Authority's election, terminate and neither the City nor the Authority shall have any further obligation to the Recipient and Recipient shall no longer be eligible for any Funding Payments hereunder.

2.2 Continued Maintenance and Operation of Project.

2.2.1 Continued Control of the Project by Recipient. Recipient shall continue to own, lease, or otherwise control the Site until completion of the Project construction pursuant to Section 2.1.3 of this Agreement and thereafter shall continue to own, lease, or otherwise control the Project until expiration of the Funding Period. Notwithstanding the foregoing, Recipient may transfer the ownership in the Project to third parties ("**Permitted Transferee**") but only if the Authority has provided prior written permission, in its sole

discretion, for the transfer to the Permitted Transferee following review by the Authority of the Permitted Transferee's organization and information relating to such Permitted Transferee's financial condition, and following such approval, Recipient may (1) assign this Agreement, including the rights and obligations herein to such party or parties at the time it transfers ownership in the Project (including any leasehold interests), and (2) if the Agreement is assigned, Recipient shall provide the Authority 30 days' prior written notice of its intent to transfer ownership in the Project, which notice shall include the contemplated date of transfer, the name of the party or parties to which it intends to transfer, and a written statement from such party that it is aware that this Agreement, including the rights and obligations herein, will be assigned to such party and such Permitted Transferee shall be bound by all terms of this Agreement. Following the transfer of ownership in the Project to the Permitted Transferee as provided above, the term "Recipient" as used herein shall mean the Permitted Transferee. Any transfers by or related to a foreclosure or deed in lieu thereof by an Approved Lender are deemed approved.

2.2.2 Continued Maintenance and Operation of the Project. Following Recipient's completion of Project construction as set forth in Section 2.1.3 of this Agreement, the Recipient, or its permitted successors or assigns, shall continue to Maintain the Project until the expiration of the Funding Period. For avoidance of doubt, Recipient's obligation to Maintain the Project includes Recipient's ongoing compliance with the provisions set forth in Section 2.4 (Affordable Housing) of this Agreement.

2.3 MBE Participation.

2.3.1 Goal. The Recipient agrees to diligently work towards the following goal: Where capacity, capability and competitive pricing among minority business enterprises and emerging small businesses exists, 30% of all expenditures for construction costs of the Project that will be paid to third party subcontractors unaffiliated with the Recipient will be spent with minority business enterprises and emerging small businesses that perform commercially useful functions with regard to the prosecution and completion of the Project. The Recipient shall include this goal in its contracts with all assignees, contractors and subcontractors who will be providing any portion of the Project. The Recipient further agrees to encourage contractors and sub-contractors during the construction phase of the Project to provide employment opportunities for City residents, and to that end, to work closely with the City of Charlottesville Office of Economic Development and the Central Virginia Partnership for Economic Development and the Virginia Workforce Center if recruitment, screening, and training of residents is required.

2.3.2 Reporting. To enable the City to measure the achievements of the Recipient and its assignees, contractors and subcontractors with regard to the participation goals set forth above, during the period prior to completion of Project construction, the Recipient shall submit a report, upon request, detailing all expenditures with minority business enterprises and emerging small businesses, showing, at a minimum, (i) the name of the business, (ii) an itemization of what the business provided, (iii) the amount paid for each item, (iv) the total amount of spending to date with minority business enterprises and emerging small businesses and (v) the percentage of total expenditures for the quarter spent with minority business enterprises and emerging small businesses. If the City chooses, the Recipient shall submit these reports on forms reasonably prescribed by the City.

2.4 Affordable Housing.

The Recipient shall restrict occupancy and rents of the Project according to the schedule shown on Exhibit B, according to standards promulgated by the State Housing Finance Agency. Ongoing compliance monitoring and approvals by the State Housing Finance Agency, as provided to the City upon the City's request, shall serve as evidence of the Recipient's compliance with this section.

Section 3. Disbursement of Funding.

3.1 Funding. Subject to the provisions of this Section 3, during the Funding Period, the Authority shall pay to Recipient (subject to annual appropriation by the City Council) the Funding Payments for such real estate tax year (e.g. the amount equal to 70% of the Incremental Real Estate Tax Revenue for such corresponding tax year), beginning 15 months following the annual valuation of the Project by the City Assessor, which can be done as early as the Completion Date, which is defined as any time after a certificate of occupancy has been issued by the City for at least 50% of the residential units in the Project (i.e. (50) units) (the "**Completion Date**") and annually thereafter, within ninety (90) days following receipt by the City of the annual assessed real property taxes paid by the Recipient (or subsequent owners of the Project) related to the Project. The Funding shall be paid by the Authority to the Recipient (or its Permitted Transferees or assigns), annually during the term of this Agreement, which is 27 years from the Completion Date, subject to annual appropriations by City Council.

3.2 Intentionally Deleted.

3.3 Disbursement of Funding Payment. Subject to any necessary City Council action, including any necessary budget amendment or whether the City Council has determined to appropriate funds to the Authority for such purpose, the Authority agrees to pay the Funding Payment to Recipient (or its Permitted Transferees or to such party to which Recipient has assigned Funding Payments pursuant to Section 9.1 of this Agreement), within fifteen (15) business days of receipt of the funds from the City. Disbursement of the Funding Payment to the Recipient is contingent upon the following:

- a) the Recipient certifies that it has made the Investment in the Project no later than the Completion Date and providing the City and the Authority, at either of their request, with reasonable evidence of the amount of such investment, and certifies with continued Maintenance of the Project, including, if requested by the City or Authority, any reasonable evidence of such Maintenance, including inspections during normal business hours upon advanced written notice;
- b) the Recipient and any subsequent owner or owners of all or any portion of the Project agreeing not to contest any increase in assessed value for the Project for any year on which a Funding is based;
- c) to the extent that the assessed value of the Project is decreased for any reason during the term of this Agreement, the amount of Funding shall be reduced by the tax decrease based on the decrease in Incremental Increased Value; and

- d) no Funding shall be paid so long as any taxes of any kind due and owing to the City by the Recipient or subsequent owner or owners of all or any portion of the Project remain unpaid or if the assessed value for the Project is being contested. Recipient agrees to pay all taxes due to the City in a timely manner.

3.4 Recipient's Relief. Should Recipient believe the Authority failed to comply with Section 3.3 of this Agreement, Recipient may seek relief in accordance with Section 9.2 of this Agreement. Provided, however, Recipient's sole remedy shall be to receive payment for a Funding Payment to which it was entitled (subject to the restrictions set forth in this Agreement, including, but not limited to, Sections 3.3 and 9.5) and for which it did not receive payment.

Section 4. General Administration of Funding

4.1 The City has agreed to transfer to the Authority, subject to appropriation by the City Council, the funds necessary for the Authority to meet its obligations under this Agreement relating to the Funding. No administrative fees or expenses shall be paid by the City.

4.2 The Authority's obligation to undertake the activities herein is specially conditioned upon the City providing funding on a timely basis; provided, however, the City's obligation is subject to annual appropriation by the City Council.

4.3 The Authority agrees to provide the City Manager, or the designee thereof, with copies of all documents related to this Agreement and will keep the City Manager fully and timely informed of all matters related to this Agreement.

4.4 The Authority agrees that all funds transferred by the City to the Authority for the Funding shall be deposited by the Authority within a Project Fund, to be used only to satisfy the obligations contained in this Agreement related to the Funding.

4.5 It is the intent of the parties not to impose upon the Authority any responsibility, duty, or obligation other than what may be required to implement the Funding. Accordingly, Authority does not assume any responsibility or liability whatsoever except as specifically stated herein. If litigation involving the Funding is initiated or expected to be filed against the Authority, the Authority shall immediately notify the City Attorney and the City Manager.

4.6 The Authority shall keep records of its financial transactions, if any, related to the Agreement in accordance with generally accepted accounting principles. The City Auditor or his designee may at any time audit the financial transactions undertaken under this Agreement. The Authority shall cooperate to ensure that the City Auditor is granted reasonable access on a timely basis to all books and records of the Authority necessary to complete such audits.

4.7 The Authority shall not be required to furnish the City a blanket corporate fidelity bond with surety.

Section 5. Representations of the Recipient

5.1 The Recipient is empowered to enter into this Agreement, to be bound hereby, and to

perform according to the terms hereof.

5.2 Any and all actions necessary to enable the Recipient to enter into this Agreement, and to be bound hereby, have been duly taken.

5.3 The person or persons executing or attesting the execution of this Agreement on behalf of the Recipient has or have been duly authorized and empowered to so execute or attest.

5.4 The execution of this Agreement on behalf of the Recipient will bind and obligate the Recipient to the extent provided by the terms hereof.

5.5 There exists no litigation pending against the Recipient or to the Recipient's knowledge threatened, which if determined adversely, would materially and adversely affect the ability of the Recipient to carry out its obligations under this Agreement or the transactions contemplated hereunder.

5.6 The Recipient will comply with all applicable federal, state and local laws and secure all plans, approvals, bonds and permits as may be necessary or appropriate for the construction of the Improvements and the occupancy thereof.

Section 6. Default

6.1 Events of Default. Each of the following events (hereinafter called an "Event of Default") shall be a default hereunder by the Recipient as described:

6.1.1 Failure by the Recipient to maintain its corporate existence or the declaration of bankruptcy by the Recipient;

6.1.2 The failure of Recipient to comply with Section 2 and Section 3.3 of this Agreement; and

6.1.3 The failure of Recipient to pay annual Real Estate Tax Levy.

6.2 Effect of Event of Default. In the case of an occurrence of an Event of Default, the Funding provisions of Section 3 of this Agreement shall, at the Authority's option, terminate ninety (90) days after the Authority's notice to Recipient and the State Housing Finance Agency or, the Approved Lender and, as provided herein, the Investor Member, unless Recipient (or at their option and without any obligation to do so, the Approved Lender or Investor Member) cures the Event of Default to the Authority's satisfaction within such ninety (90) days, and neither the City nor the Authority shall have any further obligation relating thereto and the Recipient shall no longer be eligible for any Funding Payments hereunder. Notwithstanding the foregoing, provided the Authority adheres to the Funding provisions of Section 3 of this Agreement, Recipient's obligations hereunder will remain in force and effect throughout the Funding Period and the Authority shall be entitled to any remedies available at law and equity, including, but not limited to, specific performance.

Section 7. Recipient Reporting.

The Recipient shall provide, at Recipient's expense, detailed updates and verification

reasonably satisfactory to the Authority of Recipient's progress regarding completion of Project construction and, following Project construction, of Recipient's continued compliance with Section of this Agreement.

Section 8. Notices.

Any notices required or permitted under this Agreement shall be given in writing, and shall be deemed to be received five (5) business days after being mailed by first class mail, postage prepaid, return receipt requested, or one (1) business day after being placed for next day delivery with a nationally recognized overnight courier service, or upon receipt when delivered by hand, addressed as follows:

if to the Recipient, to:

Piedmont Housing Alliance
682 Berkmar Circle
Charlottesville, VA 22901

with a copy to:

Erik T. Hoffman
Klein Hornig LLP.
1325 G Street NW. Ste 770
Washington, D.C. 20005

With copies to the State Housing Finance Agency or Approved Lender at the addresses provided by written notice to the Authority.

if to the City, to:

Office of Economic Development
City of Charlottesville, Virginia
610 E. Market Street
Charlottesville, VA 22902

if to the Authority, to:

Economic Development Authority
of Charlottesville VA – Attn: Exec. Dir.
610 E. Market Street
Charlottesville, VA 22901

with a copy to:

Daniel M. Siegel, Esquire
Sands Anderson PC
P.O. Box 1998
919 E. Main Street
Richmond, VA 23218-1998

Section 9. General Terms and Conditions.

9.1 Entire Agreement; Amendments; Assignments. This Agreement constitutes the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto. Except as specifically provided herein, the Authority reserves the right in its sole discretion to approve any assignment of this Agreement by the Recipient to any individual or entity and, the ownership interests of any such entity must be disclosed to the Authority, and for any Investor Member, must disclose the name of the individual, Managing Member, or general partner of the Investor Member, who maintains control of such entity or owns more than a 25% interest in the Investor Member. The Authority will have the notice and consent

rights with respect to any change of the Managing Member of the Recipient stipulated in paragraph (c) below.

- a) Recipient shall have the right to assign its interest in the Site and Project to any future owner of the provided the Recipient first shall have complied with the requirements set forth in Section 2.2.1 of this Agreement and shall have submitted to the Authority the form of all instruments by which it purports to make such assignment and shall have obtained the Authority's prior written approval thereof, which approval shall not be unreasonably withheld, in which event the assignor shall be released from all obligations and liabilities under this Agreement and any such assignee shall be bound by all the terms and conditions of this Agreement, including but not limited to the Investment amounts and other requirements set forth in this Agreement.
- b) Recipient shall have the right to grant to the State Housing Finance Agency or an Approved Lender a security interest in, and assignment of, Recipient's rights hereunder as collateral for the loan to be provided by a lender providing funds for the development, acquisition, refinancing, or rehabilitation of the Project, and any action taken by such lender to realize on such security interest or assignment and performance thereafter shall be deemed permitted under this Agreement, provided the Recipient first shall have submitted to the Authority the form of all instruments by which it purports to grant such security interest and assignment and shall have obtained the Authority's prior written approval thereof, in its sole discretion (a "**Collateral Assignment**"), but no such consent shall be required to the exercise by an Approved Lender or any assignee of an Approved Lender of its right to perform Recipient's obligations hereunder after a default by Recipient under the applicable loan documents.

The Authority agrees that the State Housing Finance Agency (or an Approved Lender) shall not have any liability for any act or omission of Recipient hereunder and shall only be liable hereunder for obligations arising during such time as it is the owner of Recipient's interests in the Site and the Project pursuant to foreclosure, deed in lieu of foreclosure or otherwise.

- c) The Managing Member will provide advanced written notice, along with any reasonable documentation requested by the Authority regarding the proposed replacement member manager or managers, and consent rights to the Authority for any change in its corporate structure where PHA would no longer be a member manager of the Managing Member. Pursuant to the Amended and Restated Operating Agreement of the Recipient, the Investor Member will have certain default rights and remedies with respect to the Managing Member. The Authority consents to any such rights of the Investor Member; however, the Investor Member will provide notice of such removal and documentation of any affiliate of the Investor Member that has taken over the roles and responsibilities of the Managing Member. The Investor Member will provide advanced written notice of any transfer of such Managing Member interests to an unrelated party ("**Proposed MM Transferee**"), which notice will include the corporate resume of such Proposed MM Transferee, including biographies of the principals of such organization, affordable housing experience, and three (3) references, including one reference from a state allocating agency. The

Authority will have the right to reasonably consent to such Proposed MM Transferee; however, such consent must be provided within thirty (30) days of receipt of the written notice, and any denial of consent shall include specific reasons therefor. The Authority review should be to confirm the Proposed MM Transferee owns at least five (5) affordable housing properties and has no outstanding IRS 8823 violations, no outstanding HUD REAC violations resulting in HUD “red flags”, and is in good standing in the Commonwealth of Virginia and the City on corporate and tax filings. Failure to timely respond as provided above to a request for such consent shall be deemed the consent of the Authority.

9.2 Governing Law; Venue. All issues and questions concerning the construction, enforcement, interpretation and validity of this Agreement, or the rights and obligations of the parties shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia. Any and all disputes, claims and causes of action arising out of or in connection with this Agreement, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Charlottesville, Virginia. Each party shall be responsible for its own attorneys’ fees in the event of any litigation or other proceeding arising from this Agreement.

9.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

9.4 Severability. If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

9.5 Subject-to-Appropriations. All payments and other performances by the Authority under this Agreement are subject to City Council’s initial approval of acknowledgement and Authority Board’s initial approval of this Agreement (both evidenced by their execution of this Agreement) and subject to the annual appropriations by the City Council. It is understood and agreed among the parties that the Authority shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement. The parties to this Agreement acknowledge that under no circumstances shall the City’s or the Authority’s total liability under this Agreement exceed the total amount of funds appropriated by the City Council for the payments hereunder for the performance of this Agreement.

9.6 Public Disclosure.

96.1 Applicable Law. The parties to this Agreement acknowledge that records maintained by or in the custody of the Authority are subject to the provisions of the Virginia Public Records Act, Va. Code §§ 42.1-76 through 42.1-90.1, and the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 through 2.2-3714 and thus are subject to the records retention and public disclosure requirements set forth in those statutes.

96.2 Challenges to Nondisclosure. If a party submitting records to the Authority

requests that those records not be disclosed under applicable law and the Authority consequently denies a request for disclosure of such records based on the submitting party's request, and the Authority's denial of a request for disclosure of records is challenged in court, the submitting party shall indemnify, hold harmless and defend the Authority, its respective officers, directors, agents and employees from any and all costs, damages, fees and penalties (including attorney's fees and other costs related to litigation) relating thereto.

9.7 No Waiver. Neither failure on the part of the Authority to enforce any covenant or provision contained in this Agreement nor any waiver of any right under this Agreement shall discharge or invalidate such covenant or provision or affect the right of the Authority to enforce the same right in the event of any subsequent default.

9.8 Effective Date of the Agreement. The effective date of this Agreement shall be the date upon which it has been fully executed by the parties following approval by City Council and by the Authority's Board.

9.9 No Partnership or Joint Venture. It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstance whatsoever as creating and establishing the relationship of copartners or creating or establishing a joint venture between or among any of the parties or as designating any party to the Agreement as the agent or representative of any other party to the Agreement for any purpose.

9.10 No Third Party Beneficiaries. Except as specified in any Collateral Assignment and as specified herein, the parties agree that (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Agreement; (ii) the provisions of this Agreement are not intended to be for the benefit of any individual or entity other than the City, the Authority, an Approved Lender, and the Recipient; (iii) no other individual or entity shall obtain any right to make any claim against the City, the Authority, or the Recipient under the provisions of this Agreement unless pursuant to a Collateral Assignment; and (iv) no provision of this Agreement shall be construed or interpreted to confer third-party beneficiary status on any individual or entity.

9.11 Signature Authority. Except as specifically otherwise set forth in this Agreement, the Authority Chair or the designee thereof may provide any authorization, estoppels, approvals, and notices contemplated herein on behalf of the Authority and the City.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Performance Agreement as of the date first written above.

FC PHASE 2, LLC,
a Virginia limited liability company

By: FC Phase 2 Managing Member LLC,
a Virginia limited liability company,
Its Managing Member

By: Piedmont Housing Alliance
a non-profit 501(c)(3)
Its Member and Manager

By: _____
Sunshine Mathon, Executive Manager

**ECONOMIC DEVELOPMENT
AUTHORITY OF THE CITY OF
CHARLOTTESVILLE,
VIRGINIA,**
a political subdivision of the
Commonwealth of Virginia

By: _____
Chairman Date

Approved as to Form:

By: _____
General Counsel to the Authority

**ACKNOWLEDGED BY
THE CITY OF CHARLOTTESVILLE, VIRGINIA**

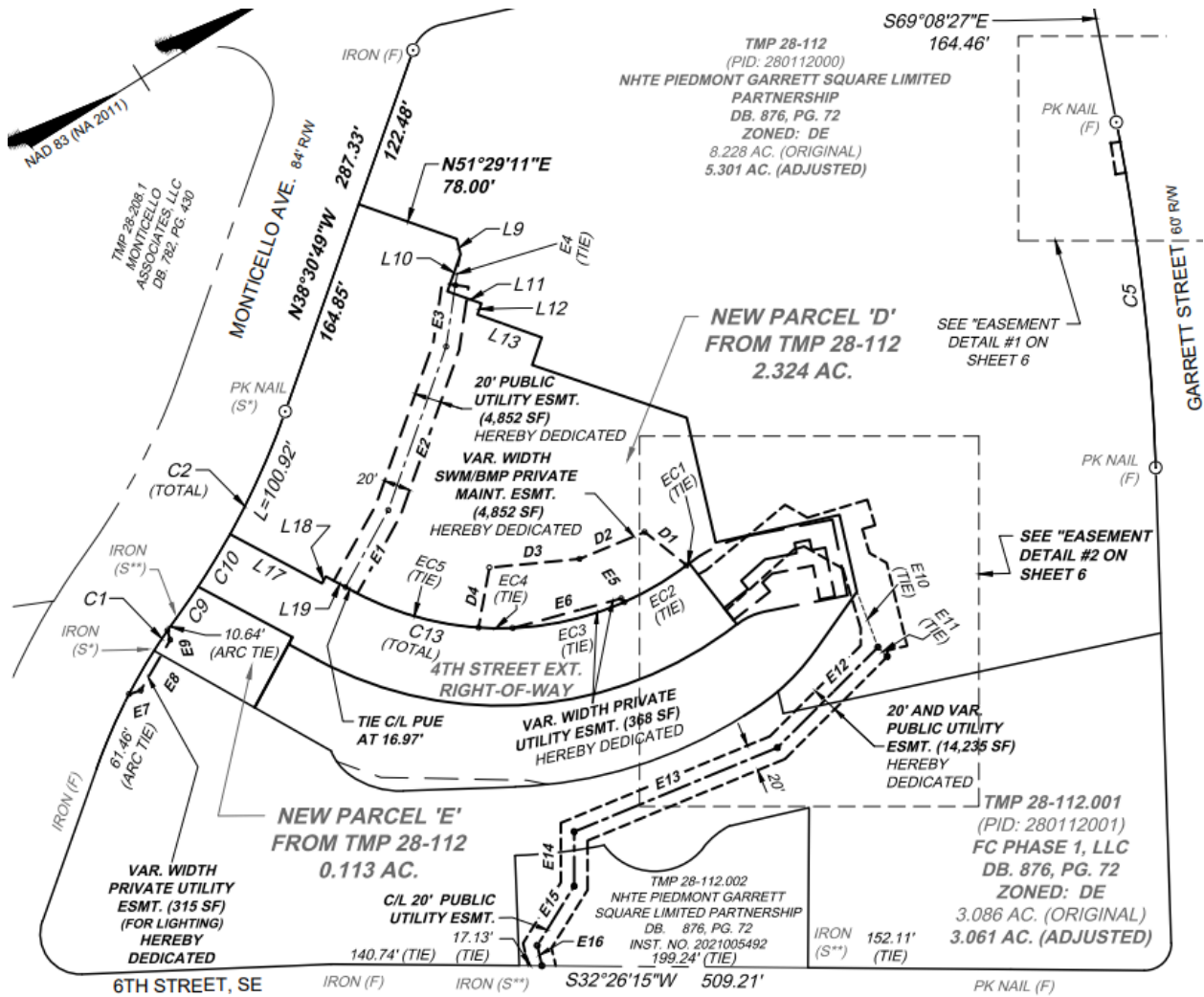
By: _____
City Manager

Approved as to Form:

By: _____
City Attorney's Office

EXHIBIT A (Description of Property)

As delineated and described below Parcel C, D, E and 4th Street Ext. Right-of -Way consisting of 3.41 acres in the City of Charlottesville, Virginia



[illegible]

EXHIBIT A
(Description of Property)

Property Description for Phase 2 of Friendship Court Redevelopment
October 10, 2023

Description of portions of tmp 28-112, NHTE Piedmont Garrett Square Limited, 'Friendship Court' Phase 2 Lands:

All that certain piece or parcel of land, situate, lying and being in the city of Charlottesville, Virginia, to be phase 2 lands of the redevelopment of friendship court, and being more particularly described as follows:

Commencing at a found iron rod along the north line of Monticello Avenue, an 84' wide public right of way, approximately 305' west of intersection with 6th street, se, thence with the north line of Monticello Avenue along a curve to the left, having a radius of 606.12', a central angle of 2°48'04", a chord bearing n23°13'05" w, a chord length of 29.63' a distance of 29.63' along the arc of said curve to a point, **said point being the point of beginning (p.o.b.);**

Thence with the north line of Monticello Avenue along a curve to the left, having a radius of 606.12', a central angle of 13°53'42", a chord bearing n31°33'58" w, a chord length of 146.53' a distance of 146.99' along the arc of said curve to a point;

Thence continuing with the north line of Monticello Avenue n38°30'49"w 164.85' to a point;

Thence leaving the north line of Monticello Avenue and through the lands of NHTE piedmont Garrett square limited ('nhte') the following courses:

n51°29'11"e 78.00' to a point;

s71°50'35"e 11.83' to a point;

s38°30'49"e 29.59' to a point;

n51°29'11"e 27.00' to a point;

s38°30'49"e 8.81' to a point;

n51°30'59"e 51.15' to a point;

s38°29'01"e 21.93' to a point;

n50°50'02"e 122.44' to a point;

s71°01'37"e 96.02' to a point;

n19°29'33" e 95.09' to a point;

s70°49'15" e 58.97' to a point;

s22°48'25" e 54.32' to a point;

a curve to the right, having a radius of 165.00', a central angle of 21°59'19", a chord bearing s11°48'45" e, a chord length of 62.93' a distance of 63.32' along the arc of said curve to a point;

s0°46'29" e 9.27' to a point in the west line of city pid 280112001 in the name of fc phase 1, llc ('phase 1');

Thence continuing with the west line of phase 1 the following courses:

a curve to the right, having a radius of 340.74', a central angle of 30°33'40", a chord bearing s14°43'10" w, a chord length of 179.60' a distance of 181.75' along the arc of said curve to a point;

s29°57'42" w 83.93' to a point;

a curve to the right, having a radius of 65.00', a central angle of 37°23'36", a chord bearing s48°39'30" w, a chord length of 41.67' a distance of 42.42' along the arc of said curve to a point;

a curve to the right, having a radius of 40.00', a central angle of 33°05'24", a chord bearing s83°54'00" w, a chord length of 22.78' a distance of 23.10' along the arc of said curve to a point;

s61°31'51" w 66.09' to a point at the northeast corner of the future 'pclt' parcel;

Thence leaving the west line of phase 1 and with the north line of the future pclt parcel n29°45'01" w 59.83' to a point;

Thence s60°14'59" w 80.10' **to the point of beginning**, an area of land, being phase 2 lands, containing 2.839 acres, more or less.

EXHIBIT B

Affordable Housing Schedule

The Project shall restrict occupancy and rents to: (i) 10 units for households with incomes at or below 30% of the Charlottesville Area Median Income (AMI), (ii) 58 units for households with incomes at or below 50% AMI, (iii) 9 units for households with incomes at or below 60% AMI and (iv) 23 units for households with incomes at or below 80% of AMI according to standards promulgated by the State Housing Finance Agency, and subject to the conditions in the form Extended Use Agreement required by the State Housing Finance Agency for tax credit financing.

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



Agenda Date:	June 3, 2024
Action Required:	Approve Franchise Agreement
Presenter:	Steven Hicks, Director of Public Works
Staff Contacts:	James Freas, Deputy City Manager Chris Sibold
Title:	Ordinance to create and enact Level 3 Communications Franchise Agreement (1 of 2 readings)

Background

To help provide for public safety and ensure the integrity of its roads and streets and the appropriate use of the Public Rights-of-Way the City enacts ordinances to impose regulations on telecommunications and its associated equipment and facilities currently in place or to be placed at some time in the future. These ordinances must be reviewed and renewed according to the timelines set forth in the specific agreement between the City and associated user of the Public-Rights-of-Way, specifically Level 3 Communications, LLC.

Discussion

Approval is needed for creation of this Franchise Agreement in order to continue operations and regulation of associated equipment, including posts, poles, cables, wires and all other necessary overhead or underground apparatus and associated equipment on, over, along, in, under and through the streets, alleys, highways and other public places of the City that may be required by Level 3 Communications, LLC.

Alignment with City Council's Vision and Strategic Plan

NA

Community Engagement

NA

Budgetary Impact

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

Recommendation

Staff recommends approval of this agreement.

Alternatives

NA

Attachments

1. Lumen Franchise Agreement Final
2. Level 3 Communications Exhibit 1

LEVEL 3 COMMUNICATIONS, LLC

TELECOMMUNICATIONS FRANCHISE

TABLE OF CONTENTS

ARTICLE I	1
SECTION 101 PURPOSE AND SCOPE	1
SECTION 102 AUTHORITY TO MANAGE THE RIGHT OF WAY	1
SECTION 103 DEFINITIONS	2
ARTICLE II.....	2
SECTION 201 INITIAL INSTALLATION	2
SECTION 202 SUBSEQUENT INSTALLATION	2
SECTION 203 INSPECTION BY THE CITY	3
SECTION 204 AUTHORITY OF THE CITY TO ORDER CESSATION OF EXCAVATION	3
SECTION 205 LOCATION OF POSTS, POLES, CABLES AND CONDUITS	4
ARTICLE III	4
SECTION 301 ADMINISTRATION OF THE PUBLIC RIGHTS OF WAY	4
SECTION 302 SUBMISSION OF PROW PLAN.....	5
SECTION 303 GOOD CAUSE EXCEPTION.....	5
SECTION 304 DECISION ON PROW PLAN BY THE DIRECTOR.....	5
SECTION 305 MAPPING DATA.....	5
ARTICLE IV	6
SECTION 401 COMPLIANCE WITH ALL LAW AND REGULATIONS	6
ARTICLE V	6
SECTION 501 RELOCATION OF COMPANY FACILITIES WITHIN THE PUBLIC RIGHTS-OF WAY	6
SECTION 502 RIGHTS-OF WAY PATCHING AND RESTORATION	7
ARTICLE VI	9
SECTION 601 INDEMNIFICATION AND LIABILITY.....	9
SECTION 602 WAIVER BY THE CITY.....	9
SECTION 603 INSURANCE.....	10
SECTION 604 NEGLIGENCE AND INTENTIONAL ACTS.....	11
ARTICLE VII.....	11
SECTION 701 GENERAL REQUIREMENT OF A PERFORMANCE BOND.....	11
SECTION 702 CHANGED AMOUNT OF THE PERFORMANCE BOND	11
SECTION 703 PURPOSE OF PERFORMANCE BOND.....	11
SECTION 704 FEES OR PENALTIES FOR VIOLATIONS OF THE ORDINANCE	12
ARTICLE VIII	12
SECTION 801 COMPENSATION/PROW USE FEE.....	12
SECTION 802 FRANCHISING COSTS	13
SECTION 803 NO CREDITS OR DEDUCTIONS	13
SECTION 804 REMITTANCE OF COMPENSATION/LATE PAYMENTS, INTEREST ON LATE PAYMENTS	13

ARTICLE IX	13
SECTION 901 RESERVATION OF ALL RIGHTS AND POWERS	13
SECTION 902 SEVERABILITY	14
ARTICLE X	14
SECTION 1001 MAINTENANCE OBLIGATION	14
SECTION 1002 TREE TRIMMING	14
ARTICLE XI	14
SECTION 1101 INITIAL TERM OF TELECOMMUNICATIONS FRANCHISE	14
SECTION 1102 APPLICATION FOR NEW TELECOMMUNICATIONS FRANCHISE	15
SECTION 1103 OPERATION OF FACILITIES OWNED BY THE COMPANY WHILE RENEWAL IS PENDING	15
ARTICLE XII	15
SECTION 1201 NOTICE	15
SECTION 1202 EMERGENCY NOTIFICATION	15
SECTION 1203 REGISTRATION OF DATA	16
ARTICLE XIII	16
SECTION 1301 TERMINATION OF TELECOMMUNICATIONS FRANCHISE	16
ARTICLE XIV	17
SECTION 1401 REMOVAL OF FACILITIES FROM THE PUBLIC RIGHTS-OF-WAY	17
SECTION 1402 ABANDONMENT OF FACILITIES OWNED BY THE COMPANY IN THE PUBLIC RIGHTS-OF-WAY	17
ARTICLE XV	17
SECTION 1501 PRIOR WRITTEN CONSENT FOR ASSIGNMENT	17
SECTION 1502 SUCCESSORS AND ASSIGNS	18
ARTICLE XVI	18
SECTION 1601 NONEXCLUSIVE FRANCHISE	18
ARTICLE XVII	18
SECTION 1701 ALL WAIVERS IN WRITING AND EXECUTED BY THE PARTIES	18
SECTION 1702 NO CONSTRUCTIVE WAIVER RECOGNIZED	18
ARTICLE XVIII	18
SECTION 1801 NO DISCRIMINATION	18
ARTICLE XIX	19
SECTION 1901 FORCE MAJEURE	19
ARTICLE XX	19
SECTION 2001 EFFECTIVE DATE	19

**AN ORDINANCE
GRANTING A TELECOMMUNICATIONS FRANCHISE TO
LEVEL 3 COMMUNICATIONS, LLC, ITS SUCCESSORS AND ASSIGNS
TO USE THE STREETS AND OTHER PUBLIC PLACES
OF THE CITY OF CHARLOTTESVILLE, VIRGINIA
FOR ITS POLE, WIRES, CONDUITS, CABLES AND FIXTURES,
FOR A PERIOD OF FIVE (5) YEARS**

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia, that LEVEL 3 COMMUNICATIONS, LLC, (the “Company”), its successors and assigns, is hereby granted a telecommunications franchise for a period of five (5) years from the effective date hereof and is hereby authorized and empowered to erect, maintain and operate certain telephone lines and associated equipment, including posts, poles, cables, wires and all other necessary overhead or underground apparatus and associated equipment on, over, along, in, under and through the streets, alleys, highways and other public places of the City of Charlottesville, Virginia (the “City”) as its business may from time to time require; provided that:

ARTICLE I

SECTION 101 PURPOSE AND SCOPE

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

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

SECTION 102 AUTHORITY TO MANAGE THE RIGHT OF WAY

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

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

SECTION 103 DEFINITIONS

103.1 CITY means the City of Charlottesville, Virginia, a municipal corporation.

103.2 COMPANY means Level 3 Communications, LLC, including its successors and assigns.

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

103.4 FACILITY means any tangible asset in the Public Rights-of-Way required to provide utility service, which includes but is not limited to; cable television, electric, natural gas, telecommunications, water, sanitary sewer and storm sewer services.

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

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

103.7 PUBLIC RIGHTS-OF-WAY or PROW means the area on, below, or above a public roadway, highway, street, cartway, bicycle lane, and public sidewalk in which the City has an interest, included other dedicated rights-of-way for travel purposes and utility easements of the City, paved or otherwise. This definition does not include a state highway system regulated pursuant to the direction of the Commonwealth Transportation Board.

ARTICLE II

SECTION 201 INITIAL INSTALLATION

The initial installation of equipment, lines, cables or other Facilities by the Company shall be located at 324 W Main St, Charlottesville, VA 22903, as shown on the approved PROW Plan for the Facilities, a copy of which shall be maintained by the Director within a file within the Department of Public Works. Any additional installation of equipment, lines, cables or other Facilities shall be underground unless it shall be determined by the Director as set forth in Article III that it is not feasible to do so.

SECTION 202 SUBSEQUENT INSTALLATION

202.1 SUBSEQUENT INSTALLATION MADE PURSUANT TO AN APPROVED PROW PLAN:

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

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

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

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

202.5 CONDITIONS FOR RELOCATING UNDERGROUND: The Company agrees that if, at some future time, the telephone and other utility lines on the posts, poles, and other overhead apparatus upon which the Company has placed some or all of its Facilities in the City's PROWs are relocated underground, the Company will also, at such time, relocate its Facilities on those posts, poles, and other overhead apparatus underground at its expense. Notwithstanding the foregoing, the City shall reimburse Company for any such relocation expense if such reimbursement is required by Section 56-468.2 of the Code of Virginia, or other applicable law.

SECTION 203 INSPECTION BY THE CITY

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

SECTION 204 AUTHORITY OF THE CITY TO ORDER CESSATION OF EXCAVATION

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

SECTION 205 LOCATION OF POSTS, POLES, CABLES AND CONDUITS

In general, all posts, poles, wires, cables and conduits which the Company places within the Public Rights-of-Way pursuant to this Ordinance shall in no way permanently obstruct or interfere with public travel or the ordinary use of, or the safety and convenience of persons traveling through, on, or over, the Public Rights-of-Way within the City of Charlottesville.

SECTION 206 OBSTRUCTION OF THE PROW

Generally, any obstruction of the PROW is limited to the manner clearly specified within an approved PROW plan.

206.1 REMOVAL OF OBSTRUCTIONS: Obstructions of the PROW not authorized by an approved PROW Plan shall be promptly removed by the Company upon receipt of notice from the City. The City's notice of the Obstruction will include a specified reasonable amount of time determined by the Director for the Company's removal of the obstruction, given the location of the obstruction and its potential for an adverse effect on the public's safety and the public's use of the PROW. If the Company has not removed its obstruction from the PROW within the time designated within the notice, the City, at its election, will make such removal and the Company shall pay to the City its reasonable costs within thirty (30) days of billing accompanied by an itemized statement of the City's reasonable costs. If payment is not received by the City within the thirty (30) day period, the City Attorney may bring an action to recover the reasonable costs of the removal and reasonable attorney's fees in a court of competent jurisdiction pursuant to Section 56-467 of the Virginia Code. Reasonable costs may include, but are not limited to administrative, overhead mobilization, material, labor, and equipment related to removing the obstruction.

206.2 NO OBSTRUCTION OF WATER: The Company shall not obstruct the PROW in a manner that interferes with the natural free and clear passage of water through the gutters, culverts, ditches tiles or other waterway.

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

ARTICLE III

SECTION 301 ADMINISTRATION OF THE PUBLIC RIGHTS OF WAY

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

SECTION 302 SUBMISSION OF PROW PLAN

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

SECTION 303 GOOD CAUSE EXCEPTION

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

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

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

SECTION 304 DECISION ON PROW PLAN BY THE DIRECTOR

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

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

SECTION 305 MAPPING DATA

Upon completion of each installation within the PROW, the Company shall provide to the City such information necessary to document the location and elevation of the installation, including but not limited to:

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

ARTICLE IV

SECTION 401 COMPLIANCE WITH ALL LAW AND REGULATIONS

Obtaining this telecommunications franchise shall in no way relieve the Company of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by any applicable state or federal rule, law or regulation. The Company shall comply with and fulfill all generally applicable laws and regulations, including ordinances, regulations and requirements of the City, regarding excavations and any other work in or affecting the Public Rights-of-Way. The Company shall perform all work in conformance with all applicable codes and established rules and regulations, and it is responsible for all work conducted by the Company, another entity or person acting on its behalf pursuant to this Ordinance in the Public Rights-of-Way.

ARTICLE V

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

Upon written notice from the Director of a planned and authorized improvement or alteration of City sidewalks, streets or other property, or of a proposed relocation of any City-owned utilities that necessitate relocation of some or all of the Facilities owned by the Company and lines to accommodate same, the Company shall relocate at its own expense any such Facilities within one hundred eighty (180) days of receipt of the notice. At Company's request, the city may consent to a longer period, such consent not to be unreasonably or discriminatorily withheld, conditioned or delayed. Notwithstanding the foregoing, the City shall reimburse Company for any such relocation expense if such reimbursement is required by Section 56-468.2 of the Code of Virginia, or other applicable law.

SECTION 502 RIGHTS-OF WAY PATCHING AND RESTORATION

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

- (a) the number, size, depth and duration of the excavations, disruptions or damage to the Public Rights-of-Way;
- (b) the traffic volume carried by the Public Rights-of-Way; the character of the neighborhood surrounding the right-of-way;
- (c) the pre-excavation condition of the Public Rights-of-Way and its remaining life expectancy;
- (d) the relative cost of the method of restoration to the Company balanced against the prevention of an accelerated deterioration of the right-of-way resulting from the excavation, disturbance or damage to the Public Rights-of-Way; and
- (e) the likelihood that the particular method of restoration would be effective in slowing the depreciation of the Public Rights-of-Way that would otherwise take place.

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

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

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

- 502.5 DUTY TO CORRECT DEFECTS:** The Company shall correct defects in patching, or restoration performed by it or its agents. Upon notification from the City, the Company shall correct all restoration work to the extent necessary, using the method determined by the Director. Such work shall be completed after receipt of the notice from the Director within a reasonably prompt period, with consideration given for days during which work cannot be done because of circumstances constituting force majeure.
- 502.6 FAILURE TO RESTORE:** If the Company fails to restore the Public Rights-of-Way in the manner and to the condition required by the Director pursuant to Section 502.5, or fails to satisfactorily and timely complete all restoration required by the Director pursuant to the foregoing, the City shall notify the Company in writing of the specific alleged failure or failures and shall allow the Company at least ten (10) days from receipt of the notice to cure the failure or failures, or to respond with a Plan to cure. In the event that the Company fails to cure, or fails to respond to the City's notice as provided above, the City may, at its election, perform the necessary work and the Company shall pay to the City its reasonable costs for such restoration within thirty (30) days of billing accompanied by an itemized statement of the City's reasonable costs. If payment is not received by the City within the thirty (30) day period, the City Attorney may bring an action to recover the reasonable costs of the restoration and reasonable attorney's fees in a court of competent jurisdiction pursuant to Section 56-467 of the Virginia Code. Reasonable costs may include, but are not limited to, administrative, overhead mobilization, material, labor, and equipment related to such restoration.
- 502.7 DAMAGE TO OTHER FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY:** The Company shall be responsible for the cost of repairing any Facilities existing within the Public Rights-of-Way that it or the Facilities owned by the Company damage. If the Company damages the City's Facilities within the Public Rights-of-Way, such as, but not limited to, culverts, road surfaces, curbs and gutters, or tile lines, the Company shall correct the damage within a prompt period after receiving written notification from the City. If the Company does not correct the City's damaged Facilities pursuant to the foregoing, the City may make such repairs as necessary and charge all of the reasonable costs of such repairs within thirty (30) days of billing accompanied by an itemized statement of the City's reasonable costs. If payment is not received by the City within such thirty (30) day period, the City Attorney may bring an action to recover the reasonable costs of the restoration and reasonable attorney's fees in a court of competent jurisdiction pursuant to Section 56-467 of the Virginia Code. Reasonable costs may include, but are not limited to, administrative, overhead mobilization, material, labor, and equipment related to such repair.
- 502.8 DIRECTOR'S STANDARD:** All determinations to be made by the Director with respect to the manner and extent of restoration, patching, repairing and similar activities under the franchise granted by this Ordinance, shall be reasonable and shall not be unreasonably conditioned, withheld, or delayed. The Company may request additional time to complete restoration, patching, repair, or other similar work as required under the franchise granted by this Ordinance, and the Director shall not unreasonably withhold, condition, or delay consent to such requests.

ARTICLE VI

SECTION 601 INDEMNIFICATION AND LIABILITY

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

- (a) the Company's use of the streets, alleys, highways, sidewalks, rights-of-way and other public places of the City pursuant to the franchise granted by this Ordinance;
- (b) the acquisition, erection, installation, maintenance, repair, operation and use of any poles, wires, cables, conduits, lines, manholes, facilities and equipment by the Company, its authorized agents, subagents, employees, contractors or subcontractors; or
- (c) the exercise of any right granted by or under the franchise granted by this Ordinance or the failure, refusal or neglect of the Company to perform any duty imposed upon or assumed by the Company by or under the franchise granted by this Ordinance.

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

SECTION 602 WAIVER BY THE CITY

The City waives the applicability of these indemnification provisions in their entirety if it:

- (a) elects to conduct its own defense against such claim;

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

SECTION 603 INSURANCE

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

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

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

603.2 The Company shall also require similar indemnification and insurance coverage from any contractor working on its behalf in the public right-of-way.

SECTION 604 NEGLIGENCE AND INTENTIONAL ACTS

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

ARTICLE VII

SECTION 701 GENERAL REQUIREMENT OF A PERFORMANCE BOND

Prior to the Effective Date of this Ordinance, the Company has deposited with the City a Performance Bond made payable to the city in the amount of twenty-five thousand dollars (\$25,000). The bond shall be written by a corporate surety acceptable to the City and authorized to do business in the Commonwealth of Virginia. The Performance Bond shall be maintained at this amount through the term of this franchise.

SECTION 702 CHANGED AMOUNT OF THE PERFORMANCE BOND

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

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

SECTION 703 PURPOSE OF PERFORMANCE BOND

The Performance Bond shall serve as security for:

- (a) the faithful performance by the Company of all terms, conditions and obligations of this Ordinance;

- (b) any expenditure, damage or loss incurred by the City occasioned by the Company's failure to comply with all rules, regulations, orders, permits and other directives of the City issued pursuant to this Ordinance;
- (c) payment of compensation required by this Ordinance;
- (d) the payment of premiums for the liability insurance required pursuant to this Ordinance ;
- (e) the removal of Facilities owned by the Company from the Streets at the termination of the Ordinance, at the election of the City, pursuant to this Ordinance;
- (f) any loss or damage to the Streets or any property of the City during the installation, operation, upgrade, repair or removal of Facilities by the Company;
- (g) the payment of any other amounts that become due to the City pursuant to this Ordinance or law;
- (h) the timely renewal of any letter of credit that constitutes the Performance Bond; and
- (i) any other costs, loss or damage incurred by the City as a result of the Company's failure to perform its obligations pursuant to this Ordinance.

SECTION 704 FEES OR PENALTIES FOR VIOLATIONS OF THE ORDINANCE

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

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

ARTICLE VIII

SECTION 801 COMPENSATION/PROW USE FEE.

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

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

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

SECTION 802 RESERVED

SECTION 803 NO CREDITS OR DEDUCTIONS

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

SECTION 804 REMITTANCE OF COMPENSATION/LATE PAYMENTS, INTEREST ON LATE PAYMENTS

(1) If any payment required by this Ordinance is not actually received by the City on or before the applicable date fixed in this Ordinance, or (2), in the event the City adopts an ordinance imposing a PROW Use Fee, if such Fee has been received by the Company from its customers, and has not been actually received by the City on or before the applicable date fixed in this Ordinance or thirty (30) days after receipt of the PROW Use Fee from its customers, whichever is later, then the Company shall pay interest thereon, to the extent permitted by law, from the due date to the date paid at a rate equal to the rate of interest then charged by the City for late payments of real estate taxes.

ARTICLE IX

SECTION 901 RESERVATION OF ALL RIGHTS AND POWERS

The City reserves the right by ordinance or resolution to establish any reasonable regulations for the convenience, safety, health and protection of its inhabitants under its police powers, consistent with state and federal law. The rights herein granted are subject to the exercise of such police powers as the same now are or may hereafter be conferred upon the City. Without limitation as to the generality of the foregoing the City reserves the full scope of its power to require by ordinance substitution of underground service for overhead service, or the transfer of overhead service from the front to the rear of property whenever reasonable in all areas in the City and with such contributions or at such rates as may be allowed by law.

Notwithstanding anything herein to the contrary, nothing herein shall be construed to extend, limit or otherwise modify the authority of the City preserved under Sections 253 (b) and (c) of the Communications Act of 1934, as amended. Nothing herein shall be construed to limit, modify, abridge or extend the rights of the Company under the Communications Act of 1934, as amended.

SECTION 902 SEVERABILITY

If any portion of this Ordinance is for any reason held to be invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

ARTICLE X

SECTION 1001 MAINTENANCE OBLIGATION

The Company will maintain the poles, wires, cable, conduits, lines, manholes, equipment and other Facilities it owns within the City's PROW in good order and operating condition throughout the term of the franchise granted by this Ordinance.

SECTION 1002 TREE TRIMMING

Should the Company install any overhead lines, it shall have the authority to trim trees upon or overhanging the streets, alleys, walkways or Public Rights-of-Way to prevent the branches of such trees from interfering with its lines or other Facilities. However, all such trimmings shall be performed in a safe and orderly manner under the general direction of the Director of Public Works or his or her designee and in compliance with the pruning standards of the National Arborists Association as currently in effect.

ARTICLE XI

SECTION 1101 INITIAL TERM OF TELECOMMUNICATIONS FRANCHISE

The term of the franchise granted by this Ordinance shall be for a period of five (5) years from the effective date of this Ordinance.

SECTION 1102 APPLICATION FOR NEW TELECOMMUNICATIONS FRANCHISE

If the Company wishes to maintain its equipment within the City and to continue the operation of the system beyond the term of the franchise granted by this Ordinance, it shall give written notice to the City at least one hundred twenty (120) days before expiration of the franchise granted by this Ordinance, stating that it wishes to apply for a new franchise. Such application shall include a report of the location of the Facilities owned by the Company within the City's PROW, and a statement as to whether the Company has complied with the provisions of this Ordinance.

SECTION 1103 OPERATION OF FACILITIES OWNED BY THE COMPANY WHILE RENEWAL IS PENDING

Upon a timely request by the Company prior to the expiration of its initial franchise, the Company shall be permitted to continue operations of the Facilities owned by the Company within the City under the terms of the franchise granted by this Ordinance until the City acts upon the Company's request. Nothing herein shall be construed to grant the Company a perpetual franchise interest.

ARTICLE XII

SECTION 1201 NOTICE

All notices, except for in cases of emergencies, required pursuant to the franchise granted by this Ordinance shall be in writing and shall be mailed or delivered to the following address:

To the Company:

Attn: NIS/ROW
Lumen
1025 Eldorado Blvd
Broomfield, CO 80021

To the City:

City of Charlottesville
Attn: City Manager
605 East Main Street
Charlottesville, VA 22902

All correspondences shall be by registered mail, certified mail or regular mail with return receipt requested; and shall be deemed delivered when received or refused by the addressee. Each Party may change its address above by like notice.

SECTION 1202 EMERGENCY NOTIFICATION

Notices required pursuant to Section 303.2 shall be made orally and by facsimile to the following:

To the Company:

LEVEL3/LUMEN NOC
(855) 244-6468

Shawn Deyo
Sr Network Implementation
Program Manager
(804) 298-7195 (office)
(804) 400-7413 (cell)

To the City:

Gas Dispatchers
(434) 970-3800 (office)
Emergency (434) 293-9164 (leaks)
(434) 970-3817 (facsimile)

Steven Hicks
Director of Public Works
(434) 970-3301 (office)
(434) 970-3817 (facsimile)

SECTION 1203 REGISTRATION OF DATA

The Company, including any sub-leasee or assigns, must keep on record with the City the following information:

- (a) Name, address and e-mail address if applicable, and telephone and facsimile numbers;
- (b) Name, address and e-mail address if applicable, and telephone and facsimile numbers of a local representative that is available for consultation at all times. This information must include how to contact the local representative in an emergency; and
- (c) A certificate of insurance as required under Article VI, Section 603 of this telecommunications franchise, and a copy of the insurance policy.

The Company shall keep update all of the above information with the City within fifteen (15) days following its knowledge of any change.

ARTICLE XIII

SECTION 1301 TERMINATION OF TELECOMMUNICATIONS FRANCHISE

The franchise granted by this Ordinance may be terminated:

- (a) by the Company, at its election and without cause, by written notice to the City at least sixty (60) days prior to the effective date of such termination; or

- (b) by either the Company or the City, after thirty (30) days written notice to the other party of the occurrence or existence of a default of the franchise granted by this Ordinance, if the defaulting party fails to cure or commence good faith efforts to cure, such default within sixty (60) days after delivery of such notice.

Notwithstanding the provisions of this Section, the terms and conditions of the franchise granted by this Ordinance pertaining to indemnification shall survive a termination under this Section.

ARTICLE XIV

SECTION 1401 REMOVAL OF FACILITIES FROM THE PUBLIC RIGHTS-OF-WAY

The Company shall remove all Facilities owned by the Company from the streets, alleys and public places of the City at the expense of the Company within six (6) months after the termination, abandonment, or expiration of this franchise granted by this Ordinance, or by such reasonable time to be prescribed by the City Council, whichever is later. No such removal will be required while any renewal requests as provided for in Section 1102 and Section 1103, are pending before the City. If such renewal request is denied, the six (6) month period provided above shall commence on the date of denial or expiration, whichever is later. The City reserves the right to waive this requirement, as provided for in Section 1402 herein. The City shall grant the Company access to the Public Rights-of-Way in order to remove its telecommunications Facilities owned by the Company pursuant to this paragraph.

SECTION 1402 ABANDONMENT OF FACILITIES OWNED BY THE COMPANY IN THE PUBLIC RIGHTS-OF-WAY

The telecommunications Facilities owned by the Company may be abandoned without removal upon request by the Company and approval by the City. This Section survives the expiration or termination of this franchise granted by this Ordinance.

ARTICLE XV

SECTION 1501 PRIOR WRITTEN CONSENT FOR ASSIGNMENT

The franchise granted by this Ordinance shall not be assigned or transferred without the expressed written approval of the City, which shall not be unreasonably or discriminatorily conditioned, withheld or delayed.

In addition, the City agrees that nothing in this Ordinance shall be construed to require the Company to obtain approval from the City in order to lease any Facilities owned by the Company or any portion thereof in, on, or above the PROW, or grant an indefeasible right of use ("IRU") in the Facilities owned by the Company, or any portion thereof, to any entity or person.

The lease or grant of an IRU in such Facilities owned by the Company, or any portion or combination thereof, shall not be construed as the assignment or transfer of any franchise rights granted under this Ordinance.

SECTION 1502 SUCCESSORS AND ASSIGNS

Notwithstanding Section 1501, the Company may assign, transfer, or sublet its rights, without the consent of the City, to any person or entity that controls, is controlled by or is under common control with the Company, any company or entity with which or into which the Company may merge or consolidate, to any lender of the Company provided the City is advised of the action prior to enactment. Any successor(s) of the Company shall be entitled to all rights and privileges of this franchise granted by this Ordinance and shall be subject to all the provisions, obligations, stipulations and penalties herein prescribed.

ARTICLE XVI

SECTION 1601 NONEXCLUSIVE FRANCHISE

Nothing in the franchise granted by this Ordinance shall be construed to mean that this is an exclusive franchise, as the City Council reserves the right to grant additional telecommunications franchises to other parties.

ARTICLE XVII

SECTION 1701 ALL WAIVERS IN WRITING AND EXECUTED BY THE PARTIES

Subject to the foregoing, any waiver of the franchise granted by this Ordinance or any of its provisions shall be effective and binding upon the Parties only if it is made in writing and duly signed by the Parties.

SECTION 1702 NO CONSTRUCTIVE WAIVER RECOGNIZED

If either Party fails to enforce any right or remedy available under the franchise granted by this Ordinance, that failure shall not be construed as a waiver of any right or remedy with respect to any breach or failure by the other Party. Nothing herein shall be construed as a waiver of any rights, privileges or obligations of the City or the Company, nor constitute a waiver of any remedies available at equity or at law.

ARTICLE XVIII

SECTION 1801 NO DISCRIMINATION

The Company's rights, privileges and obligations under the franchise granted by this Ordinance shall be no less favorable than those granted by the City to and shall not be interpreted by the City in a less favorable manner with respect to any other similarly situated entity or person or user of the City's Public Rights-of-Way.

ARTICLE XIX

SECTION 1901 FORCE MAJEURE

Neither the Company nor the City shall be liable for any delay or failure in performance of any part of the franchise granted by this Ordinance from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions.

ARTICLE XX

SECTION 2001 EFFECTIVE DATE

This Ordinance shall be effective upon its passage.

Adopted by the Council of the City of Charlottesville on the ____ day of _____, 20 ____.

Clerk of Council

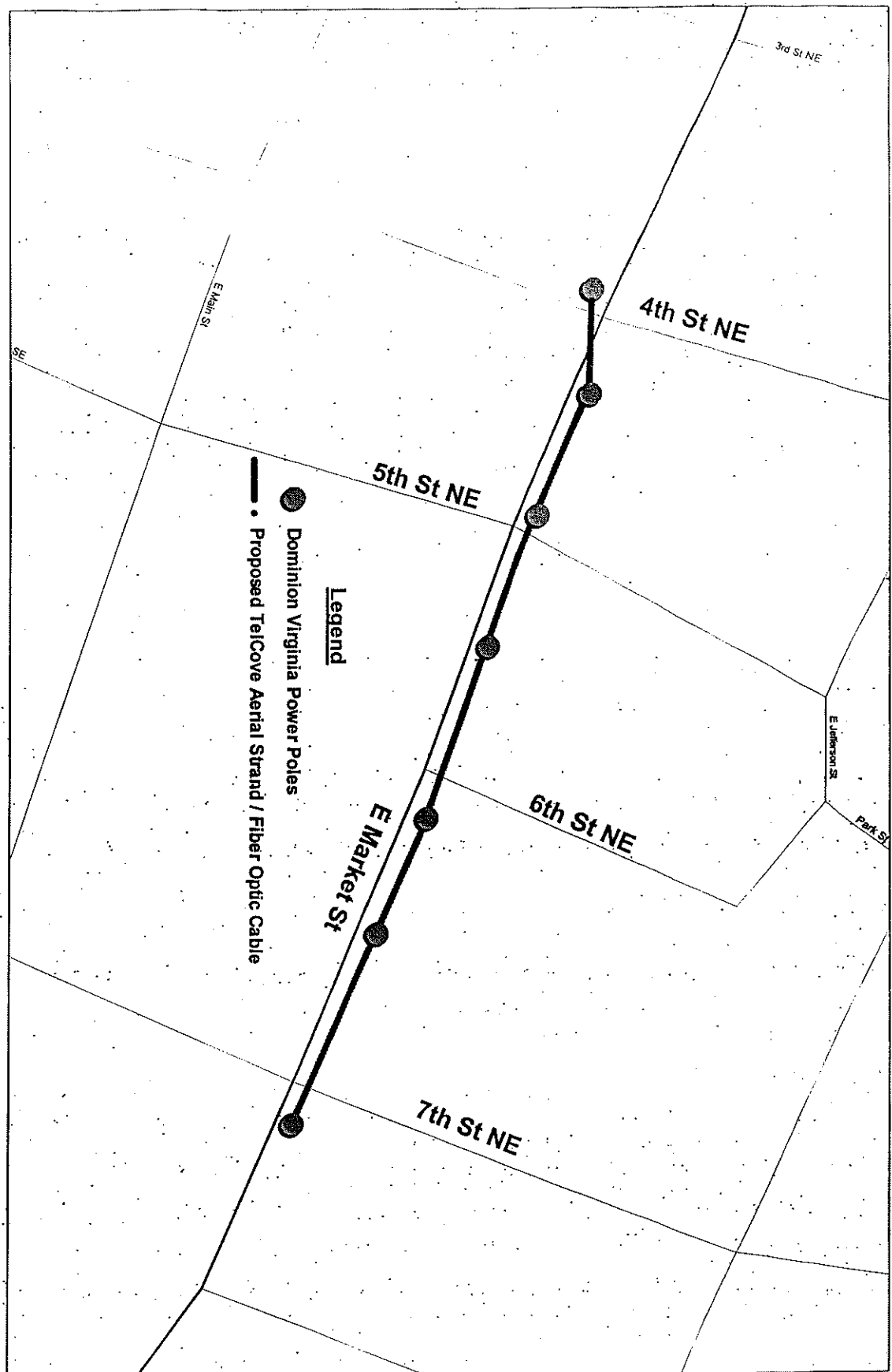
ACCEPTED: This franchise is accepted, and we agree to be bound by its terms and conditions.

LEVEL 3 COMMUNICATIONS, LLC

By _____

Its _____

Date _____



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



Agenda Date:	June 3, 2024
Action Required:	Approve Franchise Agreement
Presenter:	Steven Hicks, Director of Public Works
Staff Contacts:	James Freas, Deputy City Manager Chris Sibold
Title:	Ordinance to create and enact Crown Castle Franchise Agreement (1 of 2 readings)

Background

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

Discussion

Approval is needed for creation of this Franchise Agreement in order to continue operations and regulation of associated equipment, including posts, poles, cables, wires and all other necessary overhead or underground apparatus and associated equipment on, over, along, in, under and through the streets, alleys, highways and other public places of the City that may be required by Crown Castle Fiber, LLC.

Alignment with City Council's Vision and Strategic Plan

NA

Community Engagement

NA

Budgetary Impact

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

Recommendation

Staff recommends approval of this agreement.

Alternatives

NA

Attachments

1. Crown Castle Franchise Agreement FINAL
2. CrownCastle attachments_(18399) 240 W Main St_Permit_Rev5

Adopted by City Council on _____

CROWN CASTLE FIBER LLC

TELECOMMUNICATIONS FRANCHISE

TABLE OF CONTENTS

ARTICLE I	1
SECTION 101 PURPOSE AND SCOPE	1
SECTION 102 AUTHORITY TO MANAGE THE RIGHT OF WAY	1
SECTION 103 DEFINITIONS	2
ARTICLE II.....	2
SECTION 201 INITIAL INSTALLATION.....	2
SECTION 202 SUBSEQUENT INSTALLATION.....	2
SECTION 203 INSPECTION BY THE CITY	3
SECTION 204 AUTHORITY OF THE CITY TO ORDER CESSATION OF EXCAVATION	3
SECTION 205 LOCATION OF POSTS, POLES, CABLES AND CONDUITS	4
SECTION 206 OBSTRUCTION OF THE PROW	4
ARTICLE III	5
SECTION 301 ADMINISTRATION OF THE PUBLIC RIGHTS OF WAY	5
SECTION 302 SUBMISSION OF PROW PLAN.....	5
SECTION 303 GOOD CAUSE EXCEPTION.....	5
SECTION 304 DECISION ON PROW PLAN BY THE DIRECTOR.....	5
SECTION 305 MAPPING DATA.....	6
ARTICLE IV	6
SECTION 401 COMPLIANCE WITH ALL LAW AND REGULATIONS	6
ARTICLE V	6
SECTION 501 RELOCATION OF COMPANY FACILITIES WITHIN THE PUBLIC RIGHTS-OF WAY.....	6
SECTION 502 RIGHTS-OF WAY PATCHING AND RESTORATION	7
ARTICLE VI	9
SECTION 601 INDEMNIFICATION AND LIABILITY.....	9
SECTION 602 WAIVER BY THE CITY.....	10
SECTION 603 INSURANCE.....	10
SECTION 604 NEGLIGENCE AND INTENTIONAL ACTS.....	11
ARTICLE VII.....	11
SECTION 701 GENERAL REQUIREMENT OF A PERFORMANCE BOND.....	11
SECTION 702 CHANGED AMOUNT OF THE PERFORMANCE BOND.....	11
SECTION 703 PURPOSE OF PERFORMANCE BOND.....	12
SECTION 704 FEES OR PENALTIES FOR VIOLATIONS OF THE ORDINANCE	12
ARTICLE VIII	13
SECTION 801 COMPENSATION/PROW Use FEE.....	13
SECTION 802 FRANCHISING COSTS	13
SECTION 803 NO CREDITS OR DEDUCTIONS	13
SECTION 804 REMITTANCE OF COMPENSATION/LATE PAYMENTS, INTEREST ON LATE PAYMENTS	13
ARTICLE IX	14
SECTION 901 RESERVATION OF ALL RIGHTS AND POWERS	14
SECTION 902 SEVERABILITY	14
ARTICLE X.....	14

SECTION 1001 MAINTENANCE OBLIGATION	14
SECTION 1002 TREE TRIMMING	14
ARTICLE XI	15
SECTION 1101 INITIAL TERM OF TELECOMMUNICATIONS FRANCHISE.....	15
SECTION 1102 APPLICATION FOR NEW TELECOMMUNICATIONS FRANCHISE.....	15
SECTION 1103 OPERATION OF FACILITIES OWNED BY THE COMPANY WHILE RENEWAL IS PENDING	15
ARTICLE XII.....	15
SECTION 1201 NOTICE	15
SECTION 1202 EMERGENCY NOTIFICATION	16
SECTION 1203 REGISTRATION OF DATA	16
ARTICLE XIII	17
SECTION 1301 TERMINATION OF TELECOMMUNICATIONS FRANCHISE	17
ARTICLE XIV.....	17
SECTION 1401 REMOVAL OF FACILITIES FROM THE PUBLIC RIGHTS-OF-WAY.....	17
SECTION 1402 ABANDONMENT OF FACILITIES OWNED BY THE COMPANY IN THE PUBLIC RIGHTS-OF-WAY.....	17
ARTICLE XV	18
SECTION 1501 PRIOR WRITTEN CONSENT FOR ASSIGNMENT.....	18
SECTION 1502 SUCCESSORS AND ASSIGNS	18
ARTICLE XVI.....	18
SECTION 1601 NONEXCLUSIVE FRANCHISE	18
ARTICLE XVII.....	18
SECTION 1701 ALL WAIVERS IN WRITING AND EXECUTED BY THE PARTIES.....	18
SECTION 1702 NO CONSTRUCTIVE WAIVER RECOGNIZED.....	19
ARTICLE XVIII.....	19
SECTION 1801 NO DISCRIMINATION	19
ARTICLE XIX.....	19
SECTION 1901 FORCE MAJEURE	19
ARTICLE XX.....	19
SECTION 2001 EFFECTIVE DATE.....	19

**AN ORDINANCE
GRANTING A TELECOMMUNICATIONS FRANCHISE TO
CROWN CASTLE FIBER LLC, ITS SUCCESSORS AND ASSIGNS
TO USE THE STREETS AND OTHER PUBLIC PLACES
OF THE CITY OF CHARLOTTESVILLE, VIRGINIA
FOR ITS POLES, WIRES, CONDUITS, CABLES AND FIXTURES,
FOR A PERIOD OF FIVE (5) YEARS**

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia, that Crown Castle Fiber LLC (the “Company”), its successors and assigns, is hereby granted a telecommunications franchise for a period of five (5) years from the effective date hereof and is hereby authorized and empowered to erect, maintain and operate certain telecommunications facilities and associated equipment, including posts, poles, cables, wires and all other necessary overhead or underground apparatus and associated equipment on, over, along, in, under and through the streets, alleys, highways and other public places of the City of Charlottesville, Virginia (the “City”) as its business may from time to time require; provided that:

ARTICLE I

SECTION 101 PURPOSE AND SCOPE

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

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

SECTION 102 AUTHORITY TO MANAGE THE RIGHT OF WAY

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

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

SECTION 103 DEFINITIONS

103.1 CITY means the City of Charlottesville, Virginia, a municipal corporation.

103.2 COMPANY means Crown Castle Fiber LLC, including its successors and assigns.

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

103.4 FACILITY means any tangible asset in the Public Rights-of-Way required to provide utility service, which includes but is not limited to: cable television, electric, natural gas, telecommunications, water, sanitary sewer and storm sewer services.

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

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

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

ARTICLE II

SECTION 201 INITIAL INSTALLATION

The initial installation of equipment, lines, cables or other Facilities by the Company shall be a mixture of overhead and underground in Public Rights-of-Way as depicted in Exhibit A, attached hereto, and as may hereafter be modified, and incorporated by reference.

SECTION 202 NEW INSTALLATION

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

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

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

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

202.5 CONDITIONS FOR RELOCATING UNDERGROUND: The Company agrees that if, at some future time, the telephone and other utility lines on the posts, poles, and other overhead apparatus upon which the Company has placed some or all its Facilities in the City's PROWs are relocated underground, the Company will also, at such time, relocate its Facilities on those posts, poles, and other overhead apparatus underground at its expense, unless it shall be determined that it is not appropriate or feasible to do so. Notwithstanding the foregoing, the City shall reimburse Company for any such relocation expense if such reimbursement is required by Section 56-468.2 of the Code of Virginia, or other applicable law.

SECTION 203 INSPECTION BY THE CITY

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

SECTION 204 AUTHORITY OF THE CITY TO ORDER CESSATION OF EXCAVATION

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

SECTION 205 LOCATION OF POSTS, POLES, CABLES AND CONDUITS

In general, all posts, poles, equipment, wires, cables and conduits which the Company places within the Public Rights-of-Way pursuant to this Ordinance shall in no way permanently obstruct or interfere with public travel or the ordinary use of, or the safety and convenience of persons traveling through, on, or over, the Public Rights-of-Way within the City of Charlottesville.

SECTION 206 OBSTRUCTION OF THE PROW

Generally, any obstruction of the PROW is limited to the manner clearly specified within an approved PROW plan.

206.1 REMOVAL OF OBSTRUCTIONS: Obstructions of the PROW not authorized by an approved PROW plan shall be removed by the Company in a reasonably prompt period at the discretion of the Director upon receipt of notice from the City. The City's notice of the Obstruction will include a specified reasonable amount of time determined by the Director for the Company's removal of the obstruction, given the location of the obstruction and its potential for an adverse effect on the public's safety and the public's use of the PROW, as well as other circumstances including whether the PROW can be accessed by the Company, particularly during times of emergency. If the Company has not removed its obstruction from the PROW within the time designated within the notice, the City, at its election, will make such removal and the Company shall pay to the City its reasonable costs within thirty (30) days of billing accompanied by an itemized statement of the City's reasonable costs. If payment is not received by the City within the thirty (30) day period, the City Attorney may bring an action to recover the reasonable costs of the removal and reasonable attorney's fees in a court of competent jurisdiction pursuant to Section 56-467 of the Virginia Code. Reasonable costs may include, but are not limited to administrative overhead, mobilization, material, labor, and equipment related to removing the obstruction.

206.2 NO OBSTRUCTION OF WATER: The Company shall not obstruct the PROW in a manner that interferes with the natural free and clear passage of water through the gutters, culverts, ditches tiles or other waterway.

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

ARTICLE III

SECTION 301 ADMINISTRATION OF THE PUBLIC RIGHTS OF WAY

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

SECTION 302 SUBMISSION OF PROW PLAN

At least thirty (30) days before beginning any installation, removal or relocation of underground or overhead Facilities, the Company shall submit detailed plans of the proposed action to the Director for his or her review and approval, which approval shall not unreasonably be withheld, conditioned, or delayed.

SECTION 303 GOOD CAUSE EXCEPTION

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

303.2 EMERGENCY WORK: The Company shall immediately notify the Director pursuant to Section 1202 of any event regarding its facilities that it considers to be an emergency. The Company will proceed to take whatever actions are necessary to respond to the emergency, or as directed by the Director.

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

SECTION 304 DECISION ON PROW PLAN BY THE DIRECTOR

304.1 DECISION: The Director, or his or her authorized representative, shall, within thirty (30) days, either approve the Company's plans for proposed action as described in Section 302 or inform the Company with a reasonable level of specificity of the reasons for disapproval. The Company shall designate a responsible contact person with whom officials of the Department of Public Works can communicate on all matters relating to equipment installation and maintenance.

304.2 APPEAL: Upon written request within thirty (30) days of the Director's decision, the Company may have the denial of a PROW Plan reviewed by the City Manager. The City Manager will schedule its review of the Director's decision within forty-five (45) days of

receipt of such a request. A decision by the City Manager will be in writing and supported by written findings establishing the reasonableness of its decision.

SECTION 305 MAPPING DATA

Upon completion of each project within the Public Rights-of-Way pursuant to this Ordinance, the Company shall provide to the City such information necessary to maintain its records, including but not limited to:

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

ARTICLE IV

SECTION 401 COMPLIANCE WITH ALL LAW AND REGULATIONS

Obtaining this telecommunications franchise shall in no way relieve the Company of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by any applicable state or federal rule, law or regulation. The Company shall comply with and fulfill all generally applicable laws and regulations, including ordinances, regulations and requirements of the City, regarding excavations and any other work in or affecting the Public Rights-of-Way. The Company shall perform all work in conformance with all applicable codes and established rules and regulations, and it is responsible for all work conducted by the Company, another entity or person acting on its behalf pursuant to this Ordinance in the Public Rights-of-Way.

ARTICLE V

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

Upon written notice from the Director of a planned and authorized improvement or alteration of City sidewalks, streets or other property, or of a proposed relocation of any City-owned utilities that necessitate relocation of some, or all the Facilities owned by the Company and lines to accommodate same, the Company shall relocate at its own expense any such Facilities within one hundred eighty (180) days of receipt of the notice. At Company's request, the city may consent to a longer period, such consent not to be unreasonably or discriminatorily withheld,

conditioned or delayed. Notwithstanding the foregoing, the City shall reimburse Company for any such relocation expense if such reimbursement is required by Section 56-468.2 of the Code of Virginia, or other applicable law.

SECTION 502 RIGHTS-OF WAY PATCHING AND RESTORATION

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

- (a) the number, size, depth and duration of the excavations, disruptions or damage to the Public Rights-of-Way.
- (b) the traffic volume carried by the Public Rights-of-Way; the character of the neighborhood surrounding the right-of-way.
- (c) the pre-excavation condition of the Public Rights-of-Way and its remaining life expectancy;
- (d) the relative cost of the method of restoration to the Company balanced against the prevention of an accelerated deterioration of the right-of-way resulting from the excavation, disturbance or damage to the Public Rights-of-Way; and
- (e) the likelihood that the particular method of restoration would be effective in slowing the depreciation of the Public Rights-of-Way that would otherwise take place.

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

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

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

maintenance, shall not apply to the extent another company, franchisee, licensee, permittee, other entity or person, or the City disturbs or damages the same area, or a portion thereof, of the Public Rights-of-Way.

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

502.6 FAILURE TO RESTORE: If the Company fails to restore the Public Rights-of-Way in the manner and to the condition required by the Director pursuant to Section 502.5, or fails to satisfactorily and timely complete all restoration required by the Director pursuant to the foregoing, the City shall notify the Company in writing of the specific alleged failure or failures and shall allow the Company at least thirty (30) days from receipt of the notice to cure the failure or failures, or to respond with a plan to cure. In the event that the Company fails to cure or fails to respond to the City's notice as provided above, the City may, at its election, perform the necessary work and the Company shall pay to the City its reasonable costs for such restoration within thirty (30) days of billing accompanied by an itemized statement of the City's reasonable costs. If payment is not received by the City within the thirty (30) day period, the City Attorney may bring an action to recover the reasonable costs of the restoration and reasonable attorney's fees in a court of competent jurisdiction pursuant to Section 56-467 of the Virginia Code. Reasonable costs may include, but are not limited to, administrative overhead, mobilization, material, labor, and equipment related to such restoration.

502.7 DAMAGE TO OTHER FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY: The Company shall be responsible for the cost of repairing any Facilities existing within the Public Rights-of-Way that it or the Facilities owned by the Company damage. If the Company damages the City's Facilities within the Public Rights-of-Way, such as, but not limited to, culverts, road surfaces, curbs and gutters, or tile lines, the Company shall correct the damage within a prompt period after receiving written notification from the City. If the Company does not correct the City's damaged Facilities pursuant to the foregoing, the City may make such repairs as necessary and charge all the reasonable, actual and documented costs of such repairs within thirty (30) days of billing accompanied by an itemized statement of the City's reasonable costs. If payment is not received by the City within such thirty (30) day period, the City Attorney may bring an action to recover the reasonable costs of the restoration and reasonable attorney's fees in a court of competent jurisdiction pursuant to Section 56-467 of the Virginia Code. Reasonable costs may include, but are not limited to, administrative overhead, mobilization, material, labor, and equipment related to such repair.

502.8 DIRECTOR'S STANDARD: All determinations to be made by the Director with respect to the manner and extent of restoration, patching, repairing and similar activities under the franchise granted by this Ordinance, shall be reasonable and shall not be unreasonably

conditioned, withheld, or delayed. The Company may request additional time to complete restoration, patching, repair, or other similar work as required under the franchise granted by this Ordinance, and the Director shall not unreasonably withhold, condition, or delay consent to such requests.

ARTICLE VI

SECTION 601 INDEMNIFICATION AND LIABILITY

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

- (a) the Company's use of the streets, alleys, highways, sidewalks, rights-of-way and other public places of the City pursuant to the franchise granted by this Ordinance.
- (b) the acquisition, erection, installation, maintenance, repair, operation and use of any poles, wires, cables, conduits, lines, manholes, facilities and equipment by the Company, its authorized agents, subagents, employees, contractors or subcontractors; or
- (c) the exercise of any right granted by or under the franchise granted by this Ordinance or the failure, refusal or neglect of the Company to perform any duty imposed upon or assumed by the Company by or under the franchise granted by this Ordinance.

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

SECTION 602 WAIVER BY THE CITY

The City waives the applicability of these indemnification provisions in their entirety if it:

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

SECTION 603 INSURANCE

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

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

The policy shall include the City as an additional insured party, and the Company shall provide the City Attorney with a certificate of such coverage before execution of this franchise.

603.2 The Company shall also require similar indemnification and insurance coverage from any contractor working on its behalf in the public right-of-way.

SECTION 604 NEGLIGENCE AND INTENTIONAL ACTS

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

ARTICLE VII

SECTION 701 GENERAL REQUIREMENT OF A PERFORMANCE BOND

Prior to the Effective Date of this Ordinance, the Company has deposited with the City a Performance Bond made payable to the city in the amount of twenty-five thousand dollars (\$25,000). The bond shall be written by a corporate surety acceptable to the City and authorized to do business in the Commonwealth of Virginia. The Performance Bond shall be maintained at this amount through the term of this franchise.

SECTION 702 CHANGED AMOUNT OF THE PERFORMANCE BOND

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

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

SECTION 703 PURPOSE OF PERFORMANCE BOND

The Performance Bond shall serve as security for:

- (a) the faithful performance by the Company of all terms, conditions and obligations of this Ordinance;
- (b) any expenditure, damage or loss incurred by the City occasioned by the Company's failure to comply with all rules, regulations, orders, permits and other directives of the City issued pursuant to this Ordinance;
- (c) payment of compensation required by this Ordinance;
- (d) the payment of premiums for the liability insurance required pursuant to this Ordinance ;
- (e) the removal of Facilities owned by the Company from the Streets at the termination of the Ordinance, at the election of the City, pursuant to this Ordinance;
- (f) any loss or damage to the Streets or any property of the City during the installation, operation, upgrade, repair or removal of Facilities by the Company;
- (g) the payment of any other amounts that become due to the City pursuant to this Ordinance or law;
- (h) the timely renewal of any letter of credit that constitutes the Performance Bond; and
- (i) any other costs, loss or damage incurred by the City as a result of the Company's failure to perform its obligations pursuant to this Ordinance.

SECTION 704 FEES OR PENALTIES FOR VIOLATIONS OF THE ORDINANCE

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

704.2 APPEAL: The Company may, upon written request within thirty (30) days of the City's decision to assess a fee or penalty and for reasons of good cause, ask the City to reconsider its imposition of a fee or penalty pursuant to this Ordinance unless another period is provided for in applicable law. The City shall schedule its review of such request to be held within forty-five (45) days of receipt of such request from the Company. The City's decision on the Company's appeal shall be in writing and supported by written findings establishing the reasonableness of the City's decision. During the pendency of the appeal before the City or any subsequent appeal thereafter, the Company shall place any such fee or penalty in an interest-bearing escrow account.

Nothing herein shall limit the Company's right to challenge such assessment or the City's decision on appeal, in a court of competent jurisdiction.

ARTICLE VIII

SECTION 801 COMPENSATION/PROW USE FEE.

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

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

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

SECTION 802 RESERVED

SECTION 803 NO CREDITS OR DEDUCTIONS

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

SECTION 804 REMITTANCE OF COMPENSATION/LATE PAYMENTS, INTEREST ON LATE PAYMENTS

(1) If any payment required by this Ordinance is not actually received by the City on or before the applicable date fixed in this Ordinance, or (2), in the event the City adopts an ordinance imposing a PROW Use Fee, if such Fee has been received by the Company from its customers, and has not been actually received by the City on or before the applicable date fixed in this Ordinance or thirty (30) days after receipt of the PROW Use Fee from its customers, whichever is later, then the Company shall pay interest thereon, to the extent permitted by law, from the due date to the date paid at a rate equal to the rate of interest then charged by the City for late payments of real estate taxes.

ARTICLE IX

SECTION 901 RESERVATION OF ALL RIGHTS AND POWERS

The City reserves the right by ordinance or resolution to establish any reasonable regulations for the convenience, safety, health and protection of its inhabitants under its police powers, consistent with state and federal law. The rights herein granted are subject to the exercise of such police powers as the same now are or may hereafter be conferred upon the City. Without limitation as to the generality of the foregoing the City reserves the full scope of its power to require by ordinance substitution of underground service for overhead service, or the transfer of overhead service from the front to the rear of property whenever reasonable in all areas in the City and with such contributions or at such rates as may be allowed by law.

Notwithstanding anything herein to the contrary, nothing herein shall be construed to extend, limit or otherwise modify the authority of the City preserved under Sections 253 (b) and (c) of the Communications Act of 1934, as amended. Nothing herein shall be construed to limit, modify, abridge or extend the rights of the Company under the Communications Act of 1934, as amended.

SECTION 902 SEVERABILITY

If any portion of this Ordinance is for any reason held to be invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

ARTICLE X

SECTION 1001 MAINTENANCE OBLIGATION

The Company will maintain the poles, wires, cable, conduits, lines, manholes, equipment and other Facilities it owns within the City's PROW in good order and operating condition throughout the term of the franchise granted by this Ordinance.

SECTION 1002 TREE TRIMMING

Should the Company install any overhead lines, it shall have the authority to trim trees upon or overhanging the streets, alleys, walkways or Public Rights-of-Way to prevent the branches of such trees from interfering with its lines or other Facilities. However, all such trimmings shall be performed in a safe and orderly manner under the general direction of the Director of Public Works or his or her designee and in compliance with the pruning standards of the National Arborists Association as currently in effect.

ARTICLE XI

SECTION 1101 INITIAL TERM OF TELECOMMUNICATIONS FRANCHISE

The term of the franchise granted by this Ordinance shall be for a period of five (5) years from the effective date of this Ordinance.

SECTION 1102 APPLICATION FOR NEW TELECOMMUNICATIONS FRANCHISE

If the Company wishes to maintain its equipment within the City and to continue the operation of the system beyond the term of the franchise granted by this Ordinance, it shall give written notice to the City at least one hundred twenty (120) days before expiration of the franchise granted by this Ordinance, stating that it wishes to apply for a new franchise. Such application shall include a report of the location of the Facilities owned by the Company within the City's PROW, and a statement as to whether the Company has complied with the provisions of this Ordinance.

SECTION 1103 OPERATION OF FACILITIES OWNED BY THE COMPANY WHILE RENEWAL IS PENDING

Upon a timely request by the Company prior to the expiration of its initial franchise, the Company shall be permitted to continue operations of the Facilities owned by the Company within the City under the terms of the franchise granted by this Ordinance until the City acts. Nothing herein shall be construed to grant the Company a perpetual franchise interest.

ARTICLE XII

SECTION 1201 NOTICE

All notices, except for in cases of emergencies, required pursuant to the franchise granted by this Ordinance shall be in writing and shall be mailed or delivered to the following address:

To the Company:

Crown Castle Fiber LLC
Attn: Contracts Administration
2000 Corporate Drive
Canonsburg, PA 15317-8564

To the City:

City of Charlottesville
Attn: City Manager
605 East Main Street
Charlottesville, VA 22902

Copy to: Crown Castle Fiber LLC
Attn: Teddy Adams, General Counsel
200 Corporate Drive
Canonsburg, PA 15317-8564

Copy to: City of Charlottesville
Attn: City Attorney
605 East Main Street
Charlottesville, VA 22902

All correspondence shall be by registered mail, certified mail or regular mail with return receipt requested; and shall be deemed delivered when received or refused by the addressee. Each Party may change its address above by like notice.

SECTION 1202 EMERGENCY NOTIFICATION

Notices required pursuant to Section 303.2 shall be made orally via telephone and by facsimile to the following:

To the Company:
Emergency contact for
afterhours/weekends/holidays:
Network Operations Center
1-888-230-4404, Option 2

To the City:
Gas Dispatchers
(434) 970-3800 (office)
Emergency (434) 293-9164 (leaks)
(434) 970-3817 (facsimile)

Steven Hicks, Director of Public Works
(434) 970-3301 (office)
(434) 970-3817 (facsimile)

SECTION 1203 REGISTRATION OF DATA

The Company, including any sublease or assigns, must keep on record with the City the following information:

- (a) Name, address and e-mail address if applicable, and telephone and facsimile numbers;
- (b) Name, address and e-mail address if applicable, and telephone and facsimile numbers of a local representative that is available for consultation at all times. This information must include how to contact the local representative in an emergency; and
- (c) A certificate of insurance as required under Article VI, Section 603 of this telecommunications franchise, and upon prior request a copy of the insurance policy.

The Company shall update all the above information with the City within fifteen (15) days following its knowledge of any change.

ARTICLE XIII

SECTION 1301 TERMINATION OF TELECOMMUNICATIONS FRANCHISE

The franchise granted by this Ordinance may be terminated:

- (a) by the Company, at its election and without cause, by written notice to the City at least sixty (60) days prior to the effective date of such termination; or
- (b) by either the Company or the City, after thirty (30) days written notice to the other party of the occurrence or existence of a default of the franchise granted by this Ordinance, if the defaulting party fails to cure or commence good faith efforts to cure, such default within sixty (60) days after delivery of such notice.

Notwithstanding the provisions of this Section, the terms and conditions of the franchise granted by this Ordinance pertaining to indemnification shall survive a termination under this Section.

ARTICLE XIV

SECTION 1401 REMOVAL OF FACILITIES FROM THE PUBLIC RIGHTS-OF-WAY

The Company shall remove all Facilities owned by the Company from the streets, alleys and public places of the City at the expense of the Company within six (6) months after the termination, abandonment, or expiration of this franchise granted by this Ordinance, or by such reasonable time to be prescribed by the City Council, whichever is later. No such removal will be required while any renewal requests as provided for in Section 1102 and Section 1103, are pending before the City. If such renewal request is denied, the six (6) month period provided above shall commence on the date of denial or expiration, whichever is later. The City reserves the right to waive this requirement, as provided for in Section 1402 herein. The City shall grant the Company access to the Public Rights-of-Way in order to remove its telecommunications Facilities owned by the Company pursuant to this paragraph.

SECTION 1402 ABANDONMENT OF FACILITIES OWNED BY THE COMPANY IN THE PUBLIC RIGHTS-OF-WAY

The telecommunications Facilities owned by the Company may be abandoned without removal upon request by the Company and approval by the City. This Section survives the expiration or termination of this franchise granted by this Ordinance.

ARTICLE XV

SECTION 1501 PRIOR WRITTEN CONSENT FOR ASSIGNMENT

The franchise granted by this Ordinance shall not be assigned or transferred without the expressed written approval of the City, which shall not be unreasonably or discriminatorily conditioned, withheld or delayed.

In addition, the City agrees that nothing in this Ordinance shall be construed to require Company to obtain approval from the City in order to lease any Facilities owned by the Company or any portion thereof in, on, or above the PROW, or grant an indefeasible right of use (“IRU”) in the Facilities owned by the Company, or any portion thereof, to any entity or person. The lease or grant of an IRU in such Facilities owned by the Company, or any portion or combination thereof, shall not be construed as the assignment or transfer of any franchise rights granted under this Ordinance.

SECTION 1502 SUCCESSORS AND ASSIGNS

Notwithstanding Section 1501, the Company may assign, transfer, or sublet its rights, without the consent of the City, to any person or entity that controls, is controlled by or is under common control with the Company, any company or entity with which or into which the Company may merge or consolidate, to any lender of the Company provided the City is advised of the action prior to enactment. Any successor(s) of the Company shall be entitled to all rights and privileges of this franchise granted by this Ordinance and shall be subject to all the provisions, obligations, stipulations and penalties herein prescribed.

ARTICLE XVI

SECTION 1601 NONEXCLUSIVE FRANCHISE

Nothing in the franchise granted by this Ordinance shall be construed to mean that this is an exclusive franchise, as the City Council reserves the right to grant additional telecommunications franchises to other parties.

ARTICLE XVII

SECTION 1701 ALL WAIVERS IN WRITING AND EXECUTED BY THE PARTIES

Subject to the foregoing, any waiver of the franchise granted by this Ordinance or any of its provisions shall be effective and binding upon the Parties only if it is made in writing and duly signed by the Parties.

SECTION 1702 NO CONSTRUCTIVE WAIVER RECOGNIZED

If either Party fails to enforce any right or remedy available under the franchise granted by this Ordinance, that failure shall not be construed as a waiver of any right or remedy with respect to any breach or failure by the other Party. Nothing herein shall be construed as a waiver of any rights, privileges or obligations of the City or the Company, nor constitute a waiver of any remedies available at equity or at law.

ARTICLE XVIII

SECTION 1801 NO DISCRIMINATION

The Company's rights, privileges and obligations under the franchise granted by this Ordinance shall be no less favorable than those granted by the City to and shall not be interpreted by the City in a less favorable manner with respect to any other similarly situated entity or person or user of the City's Public Rights-of-Way.

ARTICLE XIX

SECTION 1901 FORCE MAJEURE

Neither the Company nor the City shall be liable for any delay or failure in performance of any part of the franchise granted by this Ordinance from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions.

ARTICLE XX

SECTION 2001 EFFECTIVE DATE

This Ordinance shall be effective upon its passage.

Adopted by the Council of the City of Charlottesville on the ____ day of _____, 20__.

Kyna Thomas, Clerk of Council

ACCEPTED: This franchise is accepted, and we agree to be bound by its terms and conditions.

CROWN CASTLE FIBER LLC

By _____

Its _____

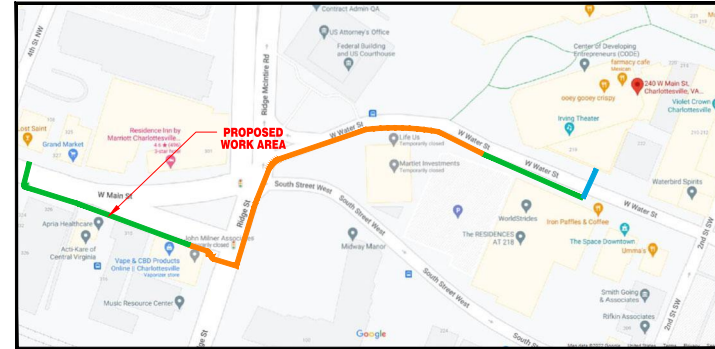
Date _____



240 W MAIN STREET PROPOSED FIBER ROUTE CHARLOTTESVILLE, VA. REVISION 05 APRIL 12, 2024

INDEX

COVER	SHEET 01
LEGEND	SHEET 02
GENERAL NOTES	SHEET 03
PLACEMENT TYPICALS	SHEET 04
MANHOLE DETAIL	SHEET 05
SITE PLAN 01	SHEET 06
SITE PLAN 02	SHEET 07



VICINITY MAP

SCALE N.T.S

CONTACT LIST

CUSTOMER:

ANTOINE WILSON	(307) 206-4865
EXPRESS-TEK:	
DAVID BROWN	(540) 752-6691
SR. ENGINEERING MANAGER	
CHRIS GOODRICH	(540) 752-6691
ENGINEER	
SHERY SMITH	(540) 752-6691
PERMITTING SPECIALIST	
THOMAS BOWEN	(540) 752-6691
LEAD DRAFTER	

UTILITIES:

MISS UTILITY (VA)	24 HOUR NUMBER	811
WILLIAMS PIPE LINE (TRANSCONTINENTAL)	WILLIAM POOLE	(703) 368-3255 X2223
EMERGENCY 24 HOUR NUMBER		1-(800) 257-7777
NATURAL GAS:		
CITY OF CHARLOTTESVILLE	EMERGENCY	(434) 293-9164
WATER & SEWER:		
CITY OF CHARLOTTESVILLE	EMERGENCY	(434) 293-9164

PERMITTING AGENCIES:

CITY OF CHARLOTTESVILLE	ROY NESTER	(434) 970-3808
CITY OF CHARLOTTESVILLE	CHRIS SIBOLD	SIBOLD@CHARLOTTESVILLE.GOV
	ASST. CITY ENGINEER	
CITY OF CHARLOTTESVILLE	HUNTER R.T.	(434) 970-3032
	UTILITIES CIVIL ENGINEER	

NOTE: THIS INFORMATION IS OR WILL
BE BASED ON AREA OF WORK

NOTES:

1. ALL WORK IN THE RIGHT OF WAY (ROW) THAT DISTURBS PUBLIC INFRASTRUCTURE SHALL BE REMEDIATED PER CITY OF CHARLOTTESVILLE STANDARDS.
2. ALL DEMOLITION WORK IN THE ROW SHALL BE SAW CUT.
3. REMEDIAL WORK DONE IN THE ROW, I.E. CONCRETE AND ASPHALT, SHALL BE INSPECTED BY CITY INSPECTORS PRIOR AND DURING INSTALLATION. ALLOW 24-HOURS NOTICE WHEN SCHEDULING INSPECTIONS.
4. SIDEWALK REPLACEMENT SAW CUTS SHALL BE TO THE NEAREST CONTROL JOINT.
5. ANY TEST PITS, ASPHALT OR CONCRETE WORK IN THE ROW SHALL REQUIRE A STREET CUT PERMIT.
6. ANY NECESSARY TRAFFIC CONTROL PERMITTING IS REQUIRED PRIOR TO COMMENCING CONSTRUCTION.
7. VA 811 TICKET NUMBER IS A334601017-00A. IT WAS CALLED IN ON 12/12/23 AND EXPIRED ON 01/05/24.

240 MAIN ST.
CHARLOTTESVILLE, VA.

ENGINEER:
C. GOODRICH
DRAFTER:
T. BOWEN
PERMITTING:
S. SMITH

DATE: 04/12/24

SCALE: 1"=25'

FILE #: 18399

SHEET SIZE: 24" x 36"

REVISION: 05



Know what's below.
Call before you dig.

PERMIT
FOR
CONSTRUCTION



SHEET TITLE
COVER

SHEET 01 OF 07

LEGEND

SYMBOL	DESCRIPTION	LINETYPES AND STATIONING	DESCRIPTION
	ELECTRIC MANHOLE	0+00 TEXT LINE 1	EXISTING STATIONING
	ELECTRIC TRANSFORMER	0+00 TEXT LINE 1	PROPOSED STATIONING
	PARKING METER	A/E	AERIAL CABLE LINE
	STREET LIGHT	CATV	CABLE TV
	TRAFFIC CONTROL BOX	E	ELECTRIC LINE
	TRAFFIC/CROSSWALK SIGNAL	G	GAS LINE
	TRAFFIC SIGNAL	S	SEWER LINE
	TELEPHONE MANHOLE	=====	STORM DRAIN LINE
	EXISTING TELEPHONE HH	T	TELEPHONE LINE
	VERIZON MANHOLE	TR	TRAFFIC LINE
	ANCHOR	W	WATER LINE
	TELEPHONE PEDESTAL	CSW	CONCRETE SIDE WALK
	TELE/VZ/PROP POLE	ASW	ASPHALT SIDE WALK
	VZ/TELE/PROP POLE	CL	CENTER LINE
	FIBER MARKER TUBE	EOG	EDGE OF GRAVEL
	WATER MANHOLE	EOP	EDGE OF PAVEMENT
	WATER VALVE	BOC	BACK OF CURB
	WATER METER	PROP BOC	PROPOSED BACK OF CURB
	FIRE HYDRANT	P	PROPERTY LINE
	IRRIGATION VALVE	R/W	RIGHT OF WAY
	SEWER MANHOLE	PROP R/W	PROPOSED RIGHT OF WAY
	SEWER CLEANOUT	LVL 3	LEVEL - 3
	STORM DRAIN MANHOLE	ZAYO	ZAYO
	GRATE INLET	MCI	MCI - VERIZON
	CATCH BASIN	MFN	METRO FIBER NETWORKS
	GAS MANHOLE	XO	XO COMMUNICATIONS
	GAS VALVE	SIG	SUMMIT IG
	GAS TANK	AT&T	TCG-AT&T
	UTILITY MANHOLE	QGSi	QWEST
	TREE	VZN	VERIZON
	MAILBOX	CC	CROWN CASTLE
	TEST PIT	MFS	METROPOLITAN FIBER SYSTEMS
	PROPERTY PIN	RCN	RCN
	STEEL POST	FBL	FIBERLIGHT
	SIGN		

SYMBOL	DESCRIPTION
	PROP/EXISTING TELE HH
	PROPOSED ANCHOR
	AERIAL SLACK COIL
	SPLICE POINT
	ANCHOR TEXT
	PROPOSED MANHOLE
	PROPOSED SLACK COIL
	ADDRESS LABEL
	ROAD LABEL
	RR SIGNAL
	TRACK SWITCH
	CROSSING ARM
	RR MP
	MILE POST
	POLE SEQUENCE CIRCLE
	AERIAL DISTANCE OVAL
	DETAIL CIRCLE
	WORK ZONE
	BUILDING EDGE

LINETYPES	DESCRIPTION
	FENCE LINE
	GUARDRAIL
	PROPERTY LINE
	RAILROAD
	SLOPE - TOP
	SLOPE - BOTTOM
	WOODS
	PROPOSED UNDERGROUND PULL THRU
	PROPOSED FIBER
	PROPOSED AERIAL FIBER
	PROPOSED AERIAL OVERLASH FIBER
	PROPOSED INNERDUCT W/ FIBER
	PROPOSED CONDUIT W/ FIBER
	PROPOSED ISP PULL THRU EXISTING CONDUIT
	EASEMENT LINE

ABBREVIATION	DESCRIPTION
HH	HANDHOLE
MH	MANHOLE
O/S	OFFSET
DB	DIRECTIONAL BORE
PVC	POLY VINYL CHLORIDE
HDPE	HIGH DENSITY POLYETHYLENE
INDT	INNERDUCT
EMT	ELECTRICAL METALLIC TUBING

240 MAIN ST.
CHARLOTTESVILLE, VA.

ENGINEER:	C. GOODRICH
DRAFTER:	T. BOWEN
PERMITTING:	S. SMITH
DATE:	04/12/24
SCALE:	1"=25'
FILE #:	18399
SHEET SIZE:	24" x 36"
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COMMONWEALTH OF VIRGINIA
MERTON W. BUNKER
Lic. No. 027164
4/12/2024
PROFESSIONAL ENGINEER



CROWN CASTLE FIBER



express-tek
UTILITY CONSULTING

SHEET TITLE
LEGEND

SHEET 02 OF 07

GENERAL NOTES

GENERAL NOTES:

1. ALL WORK WILL COMPLY WITH APPLICABLE LOCAL, STATE, AND FEDERAL REGULATORY AGENCIES, INCLUDING, BUT NOT LIMITED TO, OSHA, NESC, DOT, RPA, ETC. GENERAL NOTES WILL APPLY TO ALL DRAWINGS.
2. THE CONTRACTOR WILL NOTIFY (IF APPLICABLE) THE ADJACENT PROPERTY OWNERS A MINIMUM OF 24 HOURS IN ADVANCE OF CONSTRUCTION.
3. ALL TRAFFIC CONTROL DEVICES WILL BE IN PLACE PRIOR TO CONSTRUCTION. DEVICES NO LONGER NEEDED WILL BE REMOVED AS QUICKLY AS POSSIBLE.
4. PEDESTRIAN TRAFFIC AREAS MUST BE MAINTAINED AT ALL TIMES. PEDESTRIANS WILL NOT BE ROUTED ON TO PRIVATE PROPERTY.
5. NO MATERIALS OR EQUIPMENT WILL BE STORED OR ALLOWED TO STAND UNPROTECTED WHERE PEDESTRIAN OR VEHICULAR TRAFFIC IS PRESENT.
6. NO EQUIPMENT OR MATERIALS WILL BE STORED ON ROAD SURFACE DURING NON-WORK PERIODS.
7. NO EQUIPMENT OR MATERIALS MAY BE STORED ON THE SIDEWALK.
8. EXCAVATION MATERIAL WILL BE STORED AWAY FROM THE PAVED ROADWAY. ALL SPILLED MATERIAL WILL BE PICKED UP IMMEDIATELY.
9. MUNICIPAL ROAD SIGNS, DELINEATORS, GUARDRAILS, ETC. WILL NOT BE REMOVED WITHOUT PRIOR WRITTEN PERMISSION FROM THE APPROVING AUTHORITY.
10. ALL WORK WILL BE PERFORMED IN ACCORDANCE WITH THE CITY, COUNTY, AND STATE SPECIFICATIONS AND STANDARDS.

EROSION SEDIMENT CONTROL NARRATIVE:

DESCRIPTION:

THIS PROJECT CONSISTS OF THE PROPOSED CONSTRUCTION OF TRENCHING OR DIRECTIONAL BORING FOR THE PURPOSE OF INSTALLING FIBER OPTIC DUCT.

DATES OF CONSTRUCTION:

CONSTRUCTION ON THE RIGHT OF WAY IS PLANNED TO BE A YEAR ROUND ACTIVITY. SOILS DATA: FOR SOILS MAP AND SOILS INFORMATION PROVIDED.

EROSION SEDIMENTATION CONTROL PROGRAM:

EROSION AND SEDIMENTATION CONTROLS SHOWN ARE PROVIDED TO ACCOMMODATE ONSITE DRAINAGE AREAS DURING THE CONSTRUCTION PHASE. ADDITIONAL OR REVISED CONTROLS MAY BE INSTALLED AS DETERMINED NECESSARY. EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED ACCORDING TO THE STANDARDS AND SPECIFICATIONS IN THE CURRENT VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK.

PHASE OF LAND DISTURBING ACTIVITIES:

CONTROLS SHOWN SHALL BE INSTALLED AS THE FIRST ITEM OF CONSTRUCTION AND MAINTAINED FOR CONSTRUCTION ACTIVITIES LASTING MORE THAN A ONE DAY SCHEDULE. ALL AREAS NOT TO BE IMMEDIATELY BUILT UPON SHALL BE SEEDED FOR TEMPORARY VEGETATION. ALL CONTROLS ARE TO REMAIN IN PLACE FOR THE DURATION OF THE JOB. REMOVAL, REGRADING AND SEEDING OF THE TEMPORARY DIVERSION DIKES WILL BE THE FINAL ACT OF GRADING IF REQUIRED.

SEQUENCE OF CONSTRUCTION:

1. PLACEMENT OF EROSION AND SEDIMENTATION CONTROLS
2. TRENCHING AND/OR DIRECTIONAL BORING.
3. UTILITY INSTALLATION
4. FINAL GRADING AND VEGETATION
5. REMOVAL OF CONTROLS

MAINTENANCE PROGRAM:

1. ALL MEASURES ARE TO BE INSPECTED DAILY BY THE SITE SUPERINTENDENT OR HIS REPRESENTATIVE. ANY DAMAGE TO STRUCTURAL MEASURES SHALL BE REPAIRED IMMEDIATELY TO AVOID DAMAGE TO DOWN STREAM PROPERTIES.
2. AS AREAS ARE BROUGHT TO EITHER GRADE OR SUBGRADE THEY SHOULD BE STABILIZED BY EITHER PLACING GRAVEL SUBBASE OR BY SEEDING AS EARLY AS POSSIBLE.
3. ALL FILLS ARE TO BE LEFT WITH A LIP AT THE TOP OF THE SLOPE AT THE END OF EACH DAY OF OPERATION.
4. ALL CUT AND FILL SLOPES ARE TO BE SEEDED AND MULCHED WITH IN FIVE (5) DAYS OF COMPLETION OF GRADING.

GENERAL LAND CONSERVATION NOTES:

1. NO DISTURBED AREA WILL BE DENUDED FOR MORE THAN SEVEN (7) CALENDAR DAYS UNLESS AUTHORIZED BY THE COUNTY WHERE THE WORK IS TAKING PLACE.
2. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE PLACED AS THE FIRST STEP IN GRADING.
3. ELECTRIC POWER, TELEPHONE AND GAS SUPPLY TRENCHES SHALL BE COMPACTED, SEEDED AND MULCHED. WITHIN FIVE (5) DAYS OF BACKFILL.
4. ALL TEMPORARY EARTH BERMS, DIVERSION DIKES, SILT DAMS, AND SOIL STOCKPILES SHALL BE SEEDED AND MULCHED FOR TEMPORARY VEGETATIVE COVER IMMEDIATELY AFTER GRADING. STRAW OR HAY IS REQUIRED.
5. DURING CONSTRUCTION, ALL STORM SEWER INLETS SHALL BE PROTECTED BY SILT TRAPS MAINTAINED AND MODIFIED AS REQUIRED DURING CONSTRUCTION PROGRESS.
6. ANY DISTURBED AREA NOTE COVERED BY NOTE 1 ABOVE AND NOT PAVED, SODDED, OR BUILT UPON BY NOVEMBER 1, OR DISTURBED AFTER THAT DATE, SHALL BE MULCHED WITH HAY OR STRAW MULCH AT THE RATE OF TWO (2) TONS PER ACRE AND OVER-SEEDED BY MARCH 15.
7. AT THE COMPLETION OF THE CONSTRUCTION PROJECT AND PRIOR TO RELEASE OF THE BOND, ALL TEMPORARY SILTATION AND EROSION CONTROLS SHALL BE REMOVED UPON THE APPROVAL OF VIRGINIA AND ALL DENUDED AREAS SHALL BE STABILIZED WITH VEGETATION.
8. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL MEET THE STANDARDS AND SPECIFICATIONS OF THE CURRENT VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK.
9. NO MORE THAN 500 LINEAR FEET OF TRENCH MAY BE OPENED AT ONE TIME.
10. EXCAVATION MATERIAL SHALL BE PLACED ON THE UPHILL SIDE OF THE TRENCH.
11. EFFLUENT FROM THE DEWATERING OPERATIONS SHALL BE FILTERED OR PASSED THROUGH AN APPROVED SEDIMENT TRAPPING DEVICE, OR BOTH, AND DISCHARGED IN A MANNER THAT DOES NOT ADVERSELY AFFECT FLOWING STREAMS OR OFF-SITE PROPERTY.
12. MATERIAL USED FOR BACKFILLING TRENCHES SHALL BE PROPERLY COMPACTED IN ORDER TO MINIMIZE EROSION AND PROMOTE STABILIZATION.
13. RESTABILIZATION SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THESE REGULATIONS.
14. APPLICABLE SAFETY REGULATIONS SHALL BE COMPLIED WITH.
15. WHERE CONSTRUCTION VEHICLE ACCESS ROUTES INTERSECT PAVED OR PUBLIC ROADS, PROVISIONS SHALL BE MADE TO MINIMIZE THE TRANSPORT OF SEDIMENT BY VEHICULAR TRACKING ONTO THE PAVED SURFACE. WHERE SEDIMENT IS TRANSPORTED ONTO A PAVED OR PUBLIC ROAD SURFACE, THE ROAD SURFACE SHALL BE CLEANED THOROUGHLY AT THE END OF EACH DAY. SEDIMENT SHALL BE REMOVED FROM THE ROADS BY SHOVELING OR SWEEPING AND TRANSPORTED TO A SEDIMENT CONTROL DISPOSAL AREA. STREET WASHING SHALL BE ALLOWED ONLY AFTER SEDIMENT IS REMOVED IN THIS MANNER.

SEEDING SPECIFICATIONS:

NOTE: ALL EARTHEN CONTROLS SHALL BE SEEDED AND MULCHED IMMEDIATELY FOLLOWING INSTALLATION AND ANY SOIL STOCKPILES SHALL BE STABILIZED WITH TEMPORARY VEGETATION.

TEMPORARY SEEDING:

1. IN HIGHLY ACID SOILS (PH 5.5 AND LOWER) LIME SHALL BE ADDED TO THE SOIL AT A RATE OF TWO (2) TONS OF PULVERIZED LIMESTONE PER ACRE AND WORKED INTO THE TOP 2"-4" OF THE SOIL. FERTILIZER SHALL BE APPLIED AT A RATE OF 450 POUNDS PER ACRE OF 10-20-20 OR EQUIVALENT. IT SHALL BE WORKED INTO THE TOP 2"-4" OF THE SOIL.
2. SURFACE ROUGHENING WHERE SURFACE IS COMPACTED, CRUSTED OR HARDENED IS REQUIRED. THE SOIL SURFACE SHALL BE LOOSENEED PER SURFACE ROUGHENING IN THE CURRENT VIRGINIA EROSION AND SEDIMENT HANDBOOK.
3. SEEDING ACCOMPLISHED IN THE FALL OR WINTER, ON SLOPES IN EXCESS OF 4:1, ON ADVERSE SOIL CONDITIONS OR EXCESSIVELY HOT OR DRY WEATHER SHALL BE MULCHED IN ACCORDANCE WITH THE CURRENT VIRGINIA EROSION AND SEDIMENT HANDBOOK.
4. AREAS WHICH FAIL TO ESTABLISH VEGETATIVE COVER ADEQUATELY TO PREVENT RILL EROSION SHALL BE RESEDED AS SOON AS THEY ARE IDENTIFIED.
5. TEMPORARY SEED MIXTURES SHALL BE AS FOLLOWS:
60 LBS/ACRE GERMAN MILLET (SUMMER MONTHS)
60 LBS/ACRE ANNUAL RYEGRASS OR 100 LBS/ACRE CEREAL RYE (LATE FALL OR EARLY WINTER)

PERMANENT SEEDING:

1. THE EXISTING SOIL MUST MEET THE FOLLOWING CRITERIA:
A. ENOUGH FINE GRADED MATERIAL TO MAINTAIN ADEQUATE MOISTURE AND NUTRIENT SUPPLY.
B. SUFFICIENT PORE SPACE TO PERMIT ROOT PENETRATION. A BULK DENSITY OF 1.2 TO 1.5 INDICATES THAT SUFFICIENT PORE SPACE IS AVAILABLE.
C. SUFFICIENT DEPTH OF SOIL TO PROVIDE ADEQUATE ROOT ZONE. THE DEPTH TO ROCK OR IMPERMEABLE SURFACES SHALL BE 12" OR MORE.
D. A FAVORABLE PH RANGE OF 6.0-7.0 FOR PLANT GROWTH. IF SOIL IS TOO ACIDIC TO BE MODIFIED TO WITHIN THIS RANGE, IT IS CONSIDERED AN UNSUITABLE ENVIRONMENT FOR PLANT ROOTS.
E. FREEDOM FROM TOXIC AMOUNTS OF MATERIALS HARMFUL TO PLANT GROWTH.
F. FREEDOM FROM EXCESSIVE QUANTITIES OF ROOTS, BRANCHES, LARGE STONES, LARGE CLODS OF EARTH OR TRASH OF ANY KIND.
IF ANY OF THE CRITERIA CANNOT BE MET THEN TOPSOIL SHALL BE APPLIED IN ACCORDANCE WITH THE CURRENT VIRGINIA EROSION AND SEDIMENT HANDBOOK.
2. SURFACES SHALL BE ROUGHENED IN ACCORDANCE WITH THE CURRENT VIRGINIA EROSION AND SEDIMENT HANDBOOK.
3. SOIL CONDITIONERS MAY BE ADDED TO THE SOIL AS DESIRED BUT MUST BE DONE IN ACCORDANCE WITH THE CURRENT VIRGINIA EROSION AND SEDIMENT HANDBOOK.
4. LIME AND FERTILIZER NEEDS SHOULD BE DETERMINED BY SOIL SCIENTISTS FROM QUALIFIED COMMERCIAL LABORATORY OR THE COOPERATIVE EXTENSION SERVICE SOIL TESTING LABORATORY AT VPI & SU. GENERAL RECOMMENDATIONS ARE TWO (2) TONS PER ACRE OF AGRICULTURAL LIMESTONE ON SANDY SOILS AND THREE (3) TONS PER ACRE ON CLAYEY SOILS WITH 1,200 POUNDS PER ACRE OF 10-10-10 FERTILIZER.
5. SEED MIXTURE SHALL BE 100-120 LBS/ACRE OF TALL FESCUE AND 12 LBS /ACRE ANNUAL RYEGRASS.
6. ALL PERMANENT SEEDING SHALL BE MULCHED IMMEDIATELY IN ACCORDANCE WITH THE CURRENT VIRGINIA EROSION AND SEDIMENT HANDBOOK.

CONSTRUCTION NOTES:

1. NUMBER 6 TRACER WIRE TO BE REQUIRED WITH ALL CABLE PLACEMENT.
2. FIBER OPTIC WARNING TAPE WILL BE PLACED 12" BELOW THE EXISTING GRADE IN ALL EXCAVATIONS.
3. VERIFICATION OF THE LOCATION OF EXISTING UTILITY CROSSINGS IS THE RESPONSIBILITY OF THE CONTRACTOR. HAND DIGGING WILL BE UTILIZED WHERE REQUIRED.
4. CALL THE LOCAL UTILITY ONE-CALL AT LEAST 72 HOURS IN ADVANCE OF ANY CONSTRUCTION 811
5. A 12" SEPARATION BETWEEN PROPOSED CONDUIT AND OTHER UTILITIES WILL BE MAINTAINED.
6. CONDUIT CAPS WILL BE PLACED ON THE ENDS OF ALL VACANT DUCTS DURING CONSTRUCTION, UPON COMPLETION, AND WHILE AWAITING FIBER INSTALLATION.
7. ALL INSTALL DUCTS WILL BE PROOFED USING A MANDRILL 1/4" SMALLER THAN THE PIPE ID PVC AS SHOWN ON DRAWING.
8. THE MINIMUM BENDING RADIUS FOR FIBER CABLE WILL BE 36".
9. MAXIMUM CABLE INSTALLATION TENSION WILL NOT EXCEED 600 POUNDS. A 600 POUND BREAKAWAY SWIVEL WILL BE USED DURING PULLING.
10. THE REMOVAL AND STORAGE OF ALL SHRUBBERY TO BE REPLACED IS THE RESPONSIBILITY OF THE CONTRACTOR.
11. THE CONTRACTOR WILL RESTORE ALL DISTURBED AREAS TO THEIR ORIGINAL OR BETTER CONDITION
12. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN CONSTRUCTION AS-BUILT DRAWINGS AND PRESENT A COMPLETE SET OF RED-LINED DRAWINGS TO CROWN CASTLE WITHIN 14 DAYS OF COMPLETION OF THE WORK.
13. CONDUITS WILL BE TERMINATED ABOVE THE MIDPOINT OF MANHOLE.
14. PLACE 100 FEET FIBER SLACK COIL IN EACH HANDHOLE/MANHOLE.
15. HAND DIG UNDER ANY BURIED UTILITY CABLES AS REQUIRED.
16. ALL CONDUITS WILL BE PLACED AT A MINIMUM OF 36" COVER.

240 MAIN ST.
CHARLOTTESVILLE, VA.

ENGINEER:
C. GOODRICH

DRAFTER:
T. BOWEN

PERMITTING:
S. SMITH

DATE: 04/12/24

SCALE: 1"=25'

FILE #: 18399

SHEET SIZE: 24" x 36"

REVISION: 05



Know what's below.
Call before you dig.

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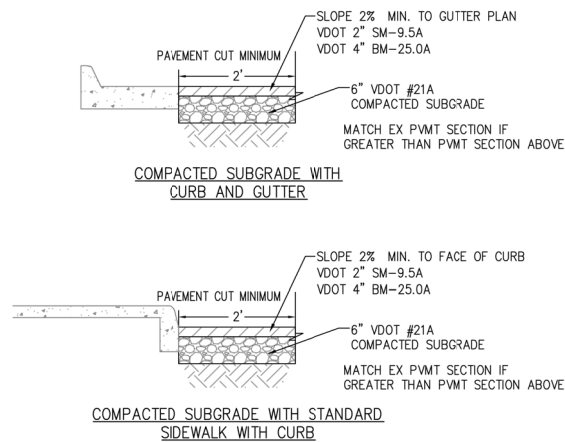


CC CROWN CASTLE FIBER
express-tek
UTILITY CONSULTING

SHEET TITLE
GENERAL NOTES

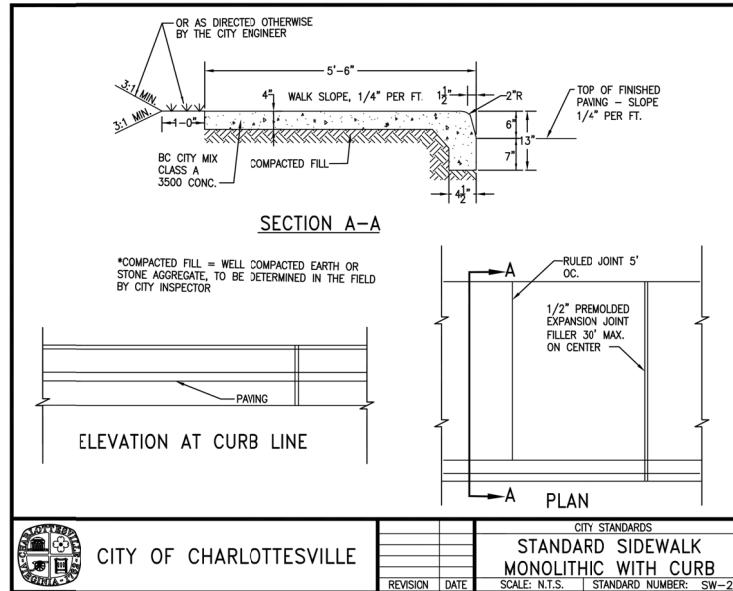
SHEET 03 OF 07

PLACEMENT TYPICALS



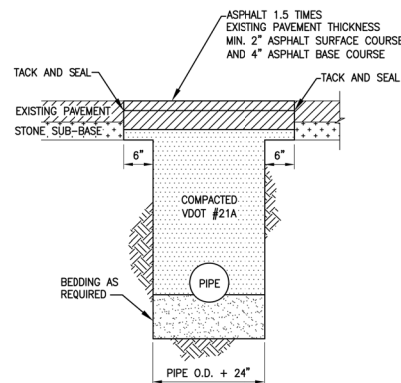
CITY OF CHARLOTTESVILLE

CITY STANDARDS			
MINIMUM PAVEMENT PATCH			
REVISION	DATE	SCALE: N.T.S.	STANDARD NUMBER: PP-1



CITY OF CHARLOTTESVILLE

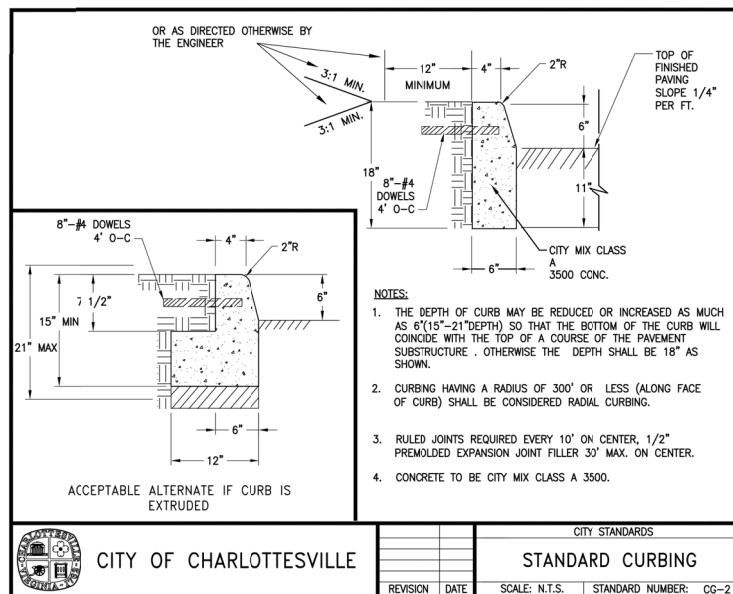
CITY STANDARDS			
STANDARD SIDEWALK MONOLITHIC WITH CURB			
REVISION	DATE	SCALE: N.T.S.	STANDARD NUMBER: SW-2



CITY OF CHARLOTTESVILLE

CITY STANDARDS
PERMANENT PAVEMENT REPAIR

REVISION	DATE	SCALE: N.T.S.	STANDARD NUMBER: PR-1
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CITY OF CHARLOTTESVILLE

CITY STANDARDS
STANDARD CURBING

240 MAIN ST.
CHARLOTTESVILLE, VA.

ENGINEER:
C. GOODRICH
DRAFTER:
T. BOWEN
PERMITTING:
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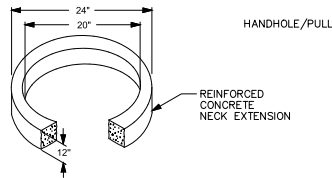
SHEET TITLE
PLACEMENT TYP.

SHEET 04 OF 07

TYPICAL 3'x3'x3' MANHOLE DETAIL

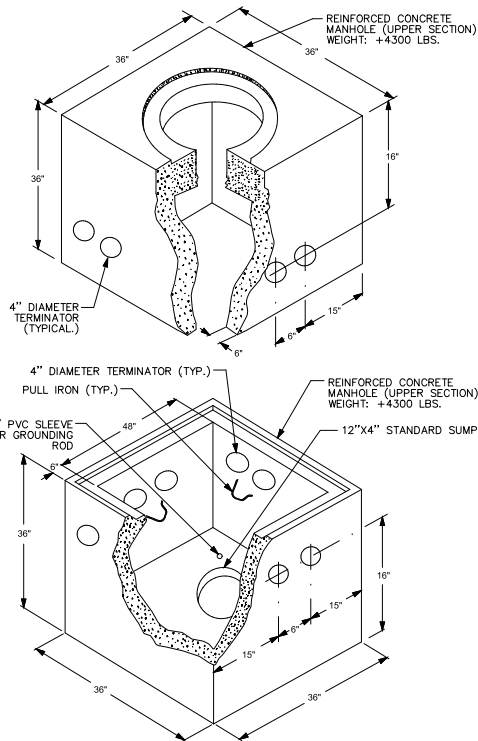
TYPICAL DETAIL "A"

TYPICAL NECK EXTENSION DETAIL



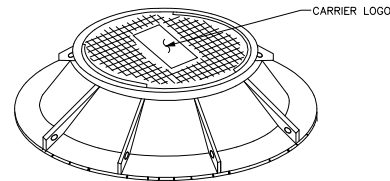
TYPICAL DETAIL "D"

DALWORTH QUICKSET MANHOLE
WALLS: 6in. HEADROOM: 48in.



TYPICAL DETAIL "B"

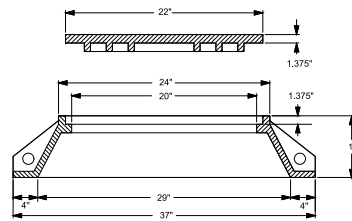
MANHOLE COVER IRONWORKS #B-30



NOTES:
1. EACH COVER TO HAVE (4) PICK SLOTS FOR REMOVING.
2. STAMP CARRIER'S ID IN COVER.
3. ACCESS HOLE: 30"

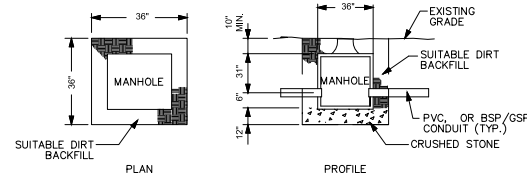
TYPICAL DETAIL "E"

RING AND COVER DETAIL
RING: 390lbs. COVER: 300lbs.



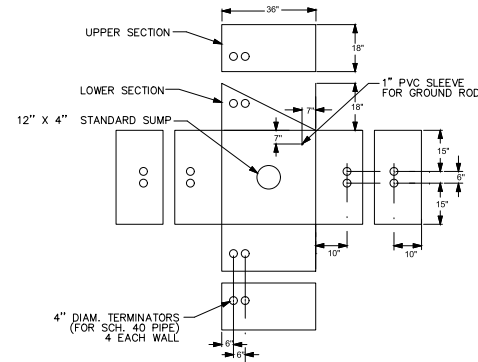
TYPICAL DETAIL "G"

TYPICAL MANHOLE EXCAVATION PIT



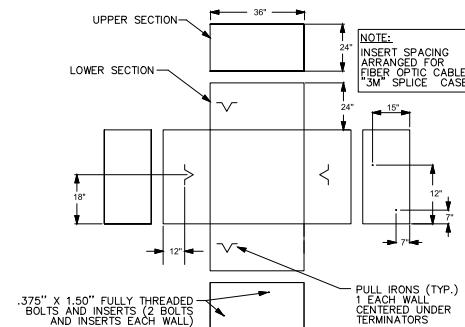
TYPICAL DETAIL "C"

TERMINATORS, SUMP, & GROUND ROD SLEEVE
2 SECTIONS



TYPICAL DETAIL "F"

BOLT INSERTS AND PULL IRONS
2 SECTIONS



NOTES:
VOID IN EXCAVATED AREAS TO BE BACKFILLED WITH SELECT MATERIAL.
BOTTOM OF EXCAVATED PIT TO BE BACKFILLED WITH 12" OF CRUSHED STONE (3/4" GRADE).
SHORING WILL BE REQUIRED.
ALL MANHOLES SHALL BE PLACED WITH COVER FLUSH WITH EXISTING GRADE

240 MAIN ST.
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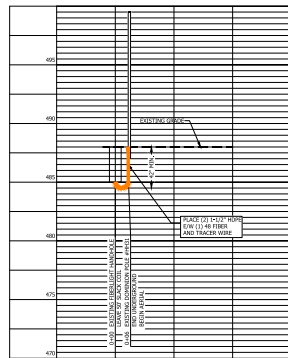
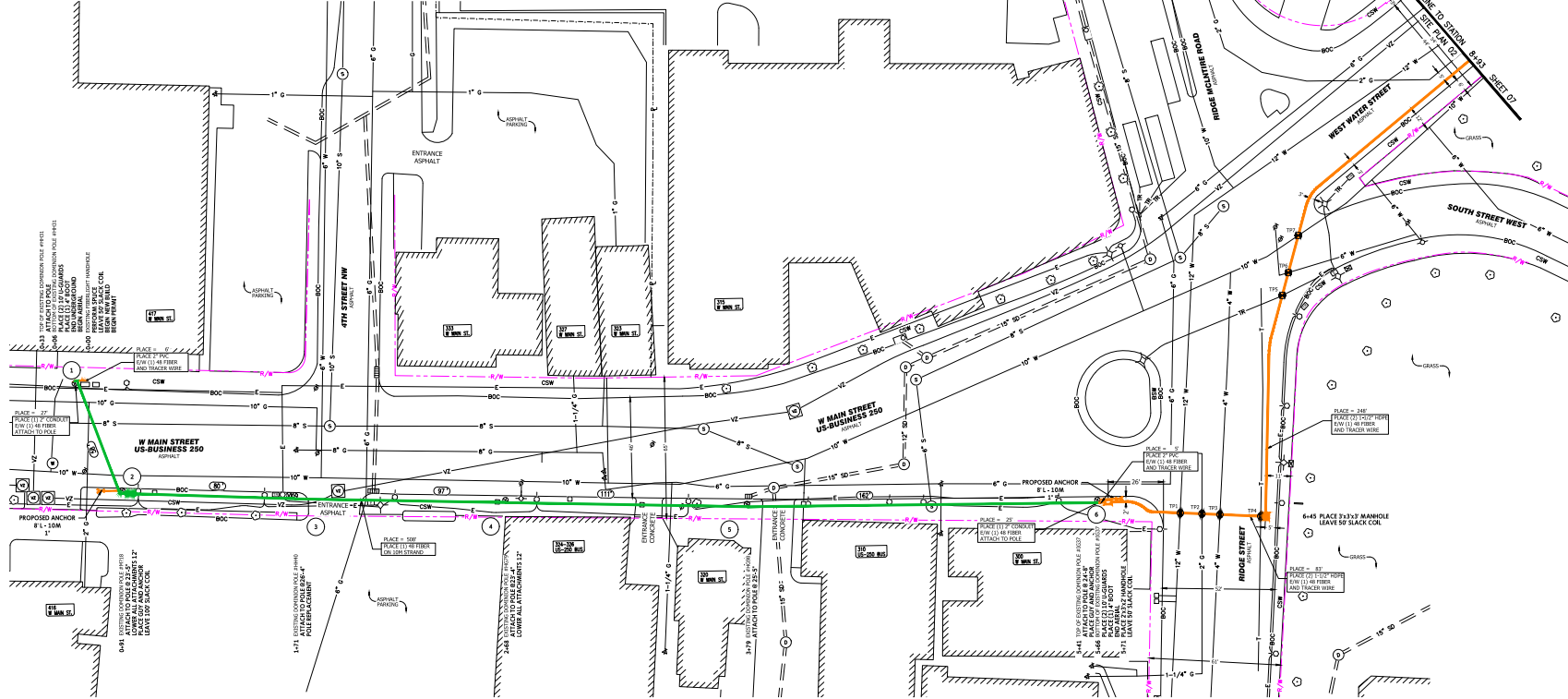


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UTILITY CONSULTING

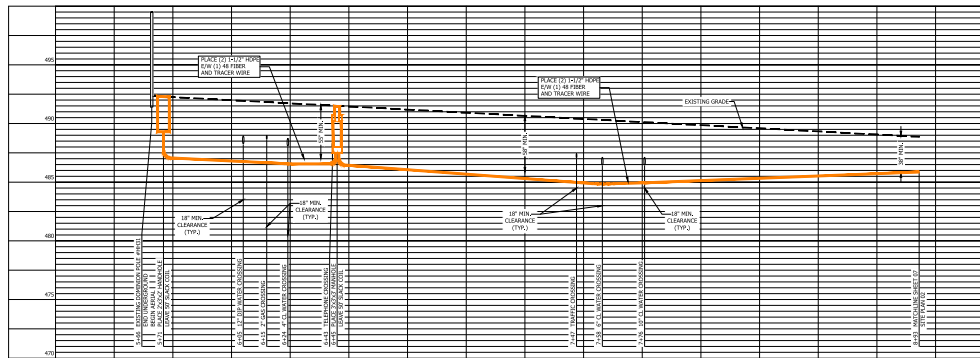
SHEET TITLE
MANHOLE DETAIL

SHEET 05 OF 07

**CHARLOTTESVILLE, VA
SITE PLAN - 01**



PROFILE
SCALE: HORIZONTAL 1"=20'
VERTICAL 1"=5'



PROFILE
SCALE: HORIZONTAL 1"=20'
VERTICAL 1"=5'

CONSTRUCTION NOTE:
THE CONTRACTOR WILL NEED TO NOTIFY THE CITY OF CHARLOTTESVILLE WHEN WORKING WITHIN THE CITY LIMITS.

CONSTRUCTION NOTE:
THE PERMIT HOLDER OR REPRESENTATIVE THERE OF SHALL BE RESPONSIBLE TO REPAIR/RESTORE ALL STREETSCAPE ELEMENTS THAT ARE DAMAGED AS A RESULT OF CONSTRUCTION. STREETSCAPE ELEMENTS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION.



TEST PIT SCHEDULE			
NO.	UTILITY	STATION	DEPTH
TP1	12" DIP WATER	6+05	N/A
TP2	2" GAS	6+15	N/A
TP3	4" CL WATER	6+24	N/A
TP4	TELEPHONE	6+43	N/A
TP5	TRAFFIC	7+47	N/A
TP6	6" CL WATER	7+58	N/A
TP7	10" CL WATER	7+76	N/A



**240 MAIN ST.
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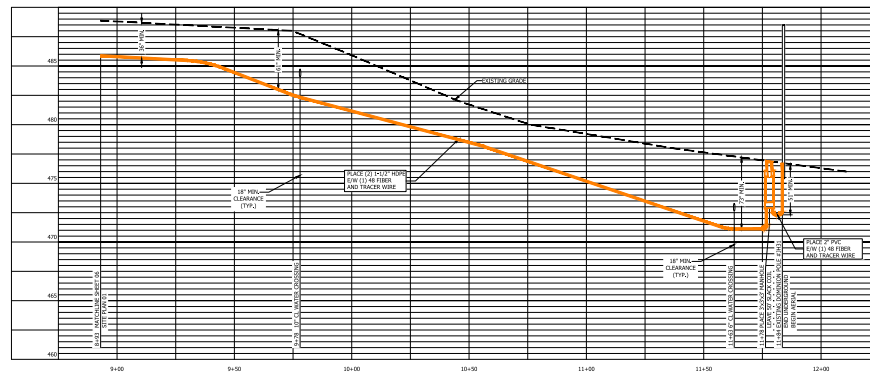
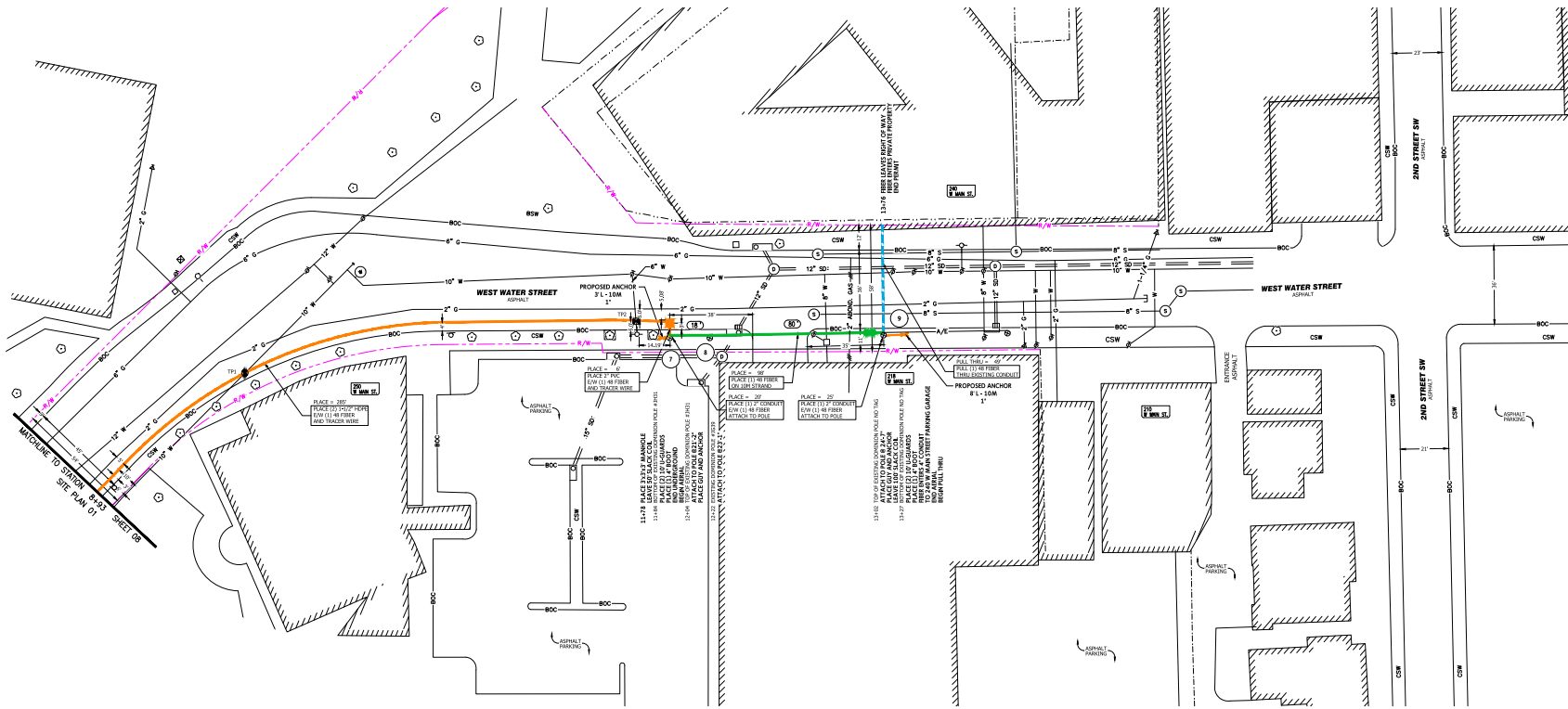
**PERMIT
FOR
CONSTRUCTION**



**SHEET TITLE
SITE PLAN - 01**

SHEET 06 OF 07

CHARLOTTESVILLE, VA
SITE PLAN - 02



PROFILE
SCALE: HORIZONTAL 1"=20'
VERTICAL 1"=2'



TEST PIT SCHEDULE			
NO.	UTILITY	STATION	DEPTH
TP1	10" CL WATER	9+78	N/A
TP2	6" CL WATER	11+63	N/A

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240 MAIN ST.
CHARLOTTESVILLE, VA.

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SHEET TITLE
SITE PLAN - 02

SHEET 07 OF 07

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



Agenda Date:	June 3, 2024
Action Required:	Approve Franchise Agreement
Presenter:	Steven Hicks, Director of Public Works
Staff Contacts:	James Freas, Deputy City Manager Chris Sibold
Title:	Ordinance to create and enact Brightspeed Franchise Agreement (1 of 2 readings)

Background

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

Discussion

Approval is needed for creation of this Franchise Agreement in order to continue operations and regulation of associated equipment, including posts, poles, cables, wires and all other necessary overhead or underground apparatus and associated equipment on, over, along, in, under and through the streets, alleys, highways and other public places of the City that may be required by Brightspeed of Virginia, LLC.

Alignment with City Council's Vision and Strategic Plan

N/A

Community Engagement

N/A

Budgetary Impact

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

Recommendation

Staff recommends approval of this agreement.

Alternatives

N/A

Attachments

1. Brightspeed Franchise Agreement
2. Brightspeed Exhibit2

BRIGHTSPEED OF VIRGINIA, LLC
TELECOMMUNICATIONS FRANCHISE

TABLE OF CONTENTS

ARTICLE I.....	1
SECTION 101 PURPOSE AND SCOPE	1
SECTION 102 AUTHORITY TO MANAGE THE RIGHT OF WAY	1
SECTION 103 DEFINITIONS	2
ARTICLE II.....	2
SECTION 201 INITIAL INSTALLATION.....	2
SECTION 202 SUBSEQUENT INSTALLATION.....	2
SECTION 203 INSPECTION BY THE CITY	3
SECTION 204 AUTHORITY OF THE CITY TO ORDER CESSATION OF EXCAVATION	3
SECTION 205 LOCATION OF POSTS, POLES, CABLES AND CONDUITS.....	4
SECTION 206 OBSTRUCTION OF THE PROW	4
ARTICLE III	5
SECTION 301 ADMINISTRATION OF THE PUBLIC RIGHTS OF WAY.....	5
SECTION 302 SUBMISSION OF PROW PLAN	5
SECTION 303 GOOD CAUSE EXCEPTION	5
SECTION 304 DECISION ON PROW PLAN BY THE DIRECTOR.....	5
SECTION 305 MAPPING DATA.....	6
ARTICLE IV	6
SECTION 401 COMPLIANCE WITH ALL LAW AND REGULATIONS.....	6
ARTICLE V.....	6
SECTION 501 RELOCATION OF COMPANY FACILITIES WITHIN THE PUBLIC RIGHTS-OF WAY.....	6
SECTION 502 RIGHTS-OF WAY PATCHING AND RESTORATION	7
ARTICLE VI	9
SECTION 601 INDEMNIFICATION AND LIABILITY	9
SECTION 602 WAIVER BY THE CITY	10
SECTION 603 INSURANCE	10
SECTION 604 NEGLIGENCE AND INTENTIONAL ACTS.....	11
ARTICLE VII.....	11
SECTION 701 GENERAL REQUIREMENT OF A PERFORMANCE BOND	11
SECTION 702 CHANGED AMOUNT OF THE PERFORMANCE BOND.....	11
SECTION 703 PURPOSE OF PERFORMANCE BOND.....	12
SECTION 704 FEES OR PENALTIES FOR VIOLATIONS OF THE ORDINANCE	12
ARTICLE VIII	13
SECTION 801 COMPENSATION/PROW USE FEE.....	13
SECTION 802 FRANCHISING COSTS.....	13
SECTION 803 NO CREDITS OR DEDUCTIONS	13
SECTION 804 REMITTANCE OF COMPENSATION/LATE PAYMENTS, INTEREST ON LATE PAYMENTS.....	13
ARTICLE IX	14
SECTION 901 RESERVATION OF ALL RIGHTS AND POWERS	14
SECTION 902 SEVERABILITY.....	14
ARTICLE X.....	14
SECTION 1001 MAINTENANCE OBLIGATION.....	14

SECTION 1002 TREE TRIMMING.....	14
ARTICLE XI	15
SECTION 1101 INITIAL TERM OF TELECOMMUNICATIONS FRANCHISE.....	15
SECTION 1102 APPLICATION FOR NEW TELECOMMUNICATIONS FRANCHISE	15
SECTION 1103 OPERATION OF FACILITIES OWNED BY THE COMPANY WHILE RENEWAL IS PENDING	15
ARTICLE XII.....	15
SECTION 1201 NOTICE.....	15
SECTION 1202 EMERGENCY NOTIFICATION.....	16
SECTION 1203 REGISTRATION OF DATA	16
ARTICLE XIII	17
SECTION 1301 TERMINATION OF TELECOMMUNICATIONS FRANCHISE	17
ARTICLE XIV	17
SECTION 1401 REMOVAL OF FACILITIES FROM THE PUBLIC RIGHTS-OF-WAY	17
SECTION 1402 ABANDONMENT OF FACILITIES OWNED BY THE COMPANY IN THE PUBLIC RIGHTS-OF-WAY	17
ARTICLE XV	18
SECTION 1501 PRIOR WRITTEN CONSENT FOR ASSIGNMENT	18
SECTION 1502 SUCCESSORS AND ASSIGNS	18
ARTICLE XVI	18
SECTION 1601 NONEXCLUSIVE FRANCHISE.....	18
ARTICLE XVII.....	18
SECTION 1701 ALL WAIVERS IN WRITING AND EXECUTED BY THE PARTIES.....	18
SECTION 1702 NO CONSTRUCTIVE WAIVER RECOGNIZED	19
ARTICLE XVIII	19
SECTION 1801 NO DISCRIMINATION.....	19
ARTICLE XIX	19
SECTION 1901 FORCE MAJEURE.....	19
ARTICLE XX.....	19
SECTION 2001 EFFECTIVE DATE.....	19

**AN ORDINANCE
GRANTING A TELECOMMUNICATIONS FRANCHISE TO
BRIGHTSPEED OF VIRGINIA LLC, ITS SUCCESSORS AND ASSIGNS
TO USE THE STREETS AND OTHER PUBLIC PLACES
OF THE CITY OF CHARLOTTESVILLE, VIRGINIA
FOR ITS POLES, WIRES, CONDUITS, CABLES AND FIXTURES,
FOR A PERIOD OF FIVE (5) YEARS**

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia, that Brightspeed of Virginia LLC (the "Company"), its successors and assigns, is hereby granted a telecommunications franchise for a period of five (5) years from the effective date hereof and is hereby authorized and empowered to erect, maintain and operate certain telecommunications facilities and associated equipment, including posts, poles, cables, wires and all other necessary overhead or underground apparatus and associated equipment on, over, along, in, under and through the streets, alleys, highways and other public places of the City of Charlottesville, Virginia (the "City") as its business may from time to time require; provided that:

ARTICLE I

SECTION 101 PURPOSE AND SCOPE

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

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

SECTION 102 AUTHORITY TO MANAGE THE RIGHT OF WAY

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

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

SECTION 103 DEFINITIONS

103.1 CITY means the City of Charlottesville, Virginia, a municipal corporation.

103.2 COMPANY means Brightspeed of Virginia LLC, including its successors and assigns.

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

103.4 FACILITY means any tangible asset in the Public Rights-of-Way required to provide utility service, which includes but is not limited to: cable television, electric, natural gas, telecommunications, water, sanitary sewer and storm sewer services.

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

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

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

ARTICLE II

SECTION 201 INITIAL INSTALLATION

The initial installation of equipment, lines, cables or other Facilities by the Company shall be a mixture of overhead and underground in Public Rights-of-Way as depicted in Exhibit A, attached hereto, and as may hereafter be modified, and incorporated by reference.

SECTION 202 NEW INSTALLATION

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

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

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

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

202.5 CONDITIONS FOR RELOCATING UNDERGROUND: The Company agrees that if, at some future time, the telephone and other utility lines on the posts, poles, and other overhead apparatus upon which the Company has placed some or all its Facilities in the City's PROWs are relocated underground, the Company will also, at such time, relocate its Facilities on those posts, poles, and other overhead apparatus underground at its expense, unless it shall be determined that it is not appropriate or feasible to do so. Notwithstanding the foregoing, the City shall reimburse Company for any such relocation expense if such reimbursement is required by Section 56-468.2 of the Code of Virginia, or other applicable law.

SECTION 203 INSPECTION BY THE CITY

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

SECTION 204 AUTHORITY OF THE CITY TO ORDER CESSATION OF EXCAVATION

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

SECTION 205 LOCATION OF POSTS, POLES, CABLES AND CONDUITS

In general, all posts, poles, equipment, wires, cables and conduits which the Company places within the Public Rights-of-Way pursuant to this Ordinance shall in no way permanently obstruct or interfere with public travel or the ordinary use of, or the safety and convenience of persons traveling through, on, or over, the Public Rights-of-Way within the City of Charlottesville.

SECTION 206 OBSTRUCTION OF THE PROW

Generally, any obstruction of the PROW is limited to the manner clearly specified within an approved PROW plan.

206.1 REMOVAL OF OBSTRUCTIONS: Obstructions of the PROW not authorized by an approved PROW plan shall be removed by the Company in a reasonably prompt period at the discretion of the Director upon receipt of notice from the City. The City's notice of the Obstruction will include a specified reasonable amount of time determined by the Director for the Company's removal of the obstruction, given the location of the obstruction and its potential for an adverse effect on the public's safety and the public's use of the PROW, as well as other circumstances including whether the PROW can be accessed by the Company, particularly during times of emergency. If the Company has not removed its obstruction from the PROW within the time designated within the notice, the City, at its election, will make such removal and the Company shall pay to the City its reasonable costs within thirty (30) days of billing accompanied by an itemized statement of the City's reasonable costs. If payment is not received by the City within the thirty (30) day period, the City Attorney may bring an action to recover the reasonable costs of the removal and reasonable attorney's fees in a court of competent jurisdiction pursuant to Section 56-467 of the Virginia Code. Reasonable costs may include, but are not limited to administrative overhead, mobilization, material, labor, and equipment related to removing the obstruction.

206.2 NO OBSTRUCTION OF WATER: The Company shall not obstruct the PROW in a manner that interferes with the natural free and clear passage of water through the gutters, culverts, ditches tiles or other waterway.

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

ARTICLE III

SECTION 301 ADMINISTRATION OF THE PUBLIC RIGHTS OF WAY

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

SECTION 302 SUBMISSION OF PROW PLAN

At least thirty (30) days before beginning any installation, removal or relocation of underground or overhead Facilities, the Company shall submit detailed plans of the proposed action to the Director for his or her review and approval, which approval shall not unreasonably be withheld, conditioned, or delayed.

SECTION 303 GOOD CAUSE EXCEPTION

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

303.2 EMERGENCY WORK: The Company shall immediately notify the Director pursuant to Section 1202 of any event regarding its facilities that it considers to be an emergency. The Company will proceed to take whatever actions are necessary to respond to the emergency, or as directed by the Director.

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

SECTION 304 DECISION ON PROW PLAN BY THE DIRECTOR

304.1 DECISION: The Director, or his or her authorized representative, shall, within thirty (30) days, either approve the Company's plans for proposed action as described in Section 302 or inform the Company with a reasonable level of specificity of the reasons for disapproval. The Company shall designate a responsible contact person with whom officials of the Department of Public Works can communicate on all matters relating to equipment installation and maintenance.

304.2 APPEAL: Upon written request within thirty (30) days of the Director's decision, the Company may have the denial of a PROW Plan reviewed by the City Manager. The City Manager will schedule its review of the Director's decision within forty-five (45) days of

receipt of such a request. A decision by the City Manager will be in writing and supported by written findings establishing the reasonableness of its decision.

SECTION 305 MAPPING DATA

Upon completion of each project within the Public Rights-of-Way pursuant to this Ordinance, the Company shall provide to the City such information necessary to maintain its records, including but not limited to:

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

ARTICLE IV

SECTION 401 COMPLIANCE WITH ALL LAW AND REGULATIONS

Obtaining this telecommunications franchise shall in no way relieve the Company of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by any applicable state or federal rule, law or regulation. The Company shall comply with and fulfill all generally applicable laws and regulations, including ordinances, regulations and requirements of the City, regarding excavations and any other work in or affecting the Public Rights-of-Way. The Company shall perform all work in conformance with all applicable codes and established rules and regulations, and it is responsible for all work conducted by the Company, another entity or person acting on its behalf pursuant to this Ordinance in the Public Rights-of-Way.

ARTICLE V

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

Upon written notice from the Director of a planned and authorized improvement or alteration of City sidewalks, streets or other property, or of a proposed relocation of any City-owned utilities that necessitate relocation of some, or all the Facilities owned by the Company and lines to accommodate same, the Company shall relocate at its own expense any such Facilities within one hundred eighty (180) days of receipt of the notice. At Company's request, the city may consent to a longer period, such consent not to be unreasonably or discriminatorily withheld,

conditioned or delayed. Notwithstanding the foregoing, the City shall reimburse Company for any such relocation expense if such reimbursement is required by Section 56-468.2 of the Code of Virginia, or other applicable law.

SECTION 502 RIGHTS-OF WAY PATCHING AND RESTORATION

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

- (a) the number, size, depth and duration of the excavations, disruptions or damage to the Public Rights-of-Way.
- (b) the traffic volume carried by the Public Rights-of-Way; the character of the neighborhood surrounding the right-of-way.
- (c) the pre-excavation condition of the Public Rights-of-Way and its remaining life expectancy;
- (d) the relative cost of the method of restoration to the Company balanced against the prevention of an accelerated deterioration of the right-of-way resulting from the excavation, disturbance or damage to the Public Rights-of-Way; and
- (e) the likelihood that the particular method of restoration would be effective in slowing the depreciation of the Public Rights-of-Way that would otherwise take place.

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

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

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

maintenance, shall not apply to the extent another company, franchisee, licensee, permittee, other entity or person, or the City disturbs or damages the same area, or a portion thereof, of the Public Rights-of-Way.

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

502.6 FAILURE TO RESTORE: If the Company fails to restore the Public Rights-of-Way in the manner and to the condition required by the Director pursuant to Section 502.5, or fails to satisfactorily and timely complete all restoration required by the Director pursuant to the foregoing, the City shall notify the Company in writing of the specific alleged failure or failures and shall allow the Company at least thirty (30) days from receipt of the notice to cure the failure or failures, or to respond with a plan to cure. In the event that the Company fails to cure or fails to respond to the City's notice as provided above, the City may, at its election, perform the necessary work and the Company shall pay to the City its reasonable costs for such restoration within thirty (30) days of billing accompanied by an itemized statement of the City's reasonable costs. If payment is not received by the City within the thirty (30) day period, the City Attorney may bring an action to recover the reasonable costs of the restoration and reasonable attorney's fees in a court of competent jurisdiction pursuant to Section 56-467 of the Virginia Code. Reasonable costs may include, but are not limited to, administrative overhead, mobilization, material, labor, and equipment related to such restoration.

502.7 DAMAGE TO OTHER FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY: The Company shall be responsible for the cost of repairing any Facilities existing within the Public Rights-of-Way that it or the Facilities owned by the Company damage. If the Company damages the City's Facilities within the Public Rights-of-Way, such as, but not limited to, culverts, road surfaces, curbs and gutters, or tile lines, the Company shall correct the damage within a prompt period after receiving written notification from the City. If the Company does not correct the City's damaged Facilities pursuant to the foregoing, the City may make such repairs as necessary and charge all the reasonable, actual and documented costs of such repairs within thirty (30) days of billing accompanied by an itemized statement of the City's reasonable costs. If payment is not received by the City within such thirty (30) day period, the City Attorney may bring an action to recover the reasonable costs of the restoration and reasonable attorney's fees in a court of competent jurisdiction pursuant to Section 56-467 of the Virginia Code. Reasonable costs may include, but are not limited to, administrative overhead, mobilization, material, labor, and equipment related to such repair.

502.8 DIRECTOR'S STANDARD: All determinations to be made by the Director with respect to the manner and extent of restoration, patching, repairing and similar activities under the franchise granted by this Ordinance, shall be reasonable and shall not be unreasonably

conditioned, withheld, or delayed. The Company may request additional time to complete restoration, patching, repair, or other similar work as required under the franchise granted by this Ordinance, and the Director shall not unreasonably withhold, condition, or delay consent to such requests.

ARTICLE VI

SECTION 601 INDEMNIFICATION AND LIABILITY

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

- (a) the Company's use of the streets, alleys, highways, sidewalks, rights-of-way and other public places of the City pursuant to the franchise granted by this Ordinance.
- (b) the acquisition, erection, installation, maintenance, repair, operation and use of any poles, wires, cables, conduits, lines, manholes, facilities and equipment by the Company, its authorized agents, subagents, employees, contractors or subcontractors; or
- (c) the exercise of any right granted by or under the franchise granted by this Ordinance or the failure, refusal or neglect of the Company to perform any duty imposed upon or assumed by the Company by or under the franchise granted by this Ordinance.

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

SECTION 602 WAIVER BY THE CITY

The City waives the applicability of these indemnification provisions in their entirety if it:

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

SECTION 603 INSURANCE

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

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

The policy shall include the City as an additional insured party, and the Company shall provide the City Attorney with a certificate of such coverage before execution of this franchise.

603.2 The Company shall also require similar indemnification and insurance coverage from any contractor working on its behalf in the public right-of-way.

SECTION 604 NEGLIGENCE AND INTENTIONAL ACTS

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

ARTICLE VII

SECTION 701 GENERAL REQUIREMENT OF A PERFORMANCE BOND

Prior to the Effective Date of this Ordinance, the Company has deposited with the City a Performance Bond made payable to the city in the amount of twenty-five thousand dollars (\$25,000). The bond shall be written by a corporate surety acceptable to the City and authorized to do business in the Commonwealth of Virginia. The Performance Bond shall be maintained at this amount through the term of this franchise.

SECTION 702 CHANGED AMOUNT OF THE PERFORMANCE BOND

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

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

SECTION 703 PURPOSE OF PERFORMANCE BOND

The Performance Bond shall serve as security for:

- (a) the faithful performance by the Company of all terms, conditions and obligations of this Ordinance;
- (b) any expenditure, damage or loss incurred by the City occasioned by the Company's failure to comply with all rules, regulations, orders, permits and other directives of the City issued pursuant to this Ordinance;
- (c) payment of compensation required by this Ordinance;
- (d) the payment of premiums for the liability insurance required pursuant to this Ordinance ;
- (e) the removal of Facilities owned by the Company from the Streets at the termination of the Ordinance, at the election of the City, pursuant to this Ordinance;
- (f) any loss or damage to the Streets or any property of the City during the installation, operation, upgrade, repair or removal of Facilities by the Company;
- (g) the payment of any other amounts that become due to the City pursuant to this Ordinance or law;
- (h) the timely renewal of any letter of credit that constitutes the Performance Bond; and
- (i) any other costs, loss or damage incurred by the City as a result of the Company's failure to perform its obligations pursuant to this Ordinance.

SECTION 704 FEES OR PENALTIES FOR VIOLATIONS OF THE ORDINANCE

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

704.2 APPEAL: The Company may, upon written request within thirty (30) days of the City's decision to assess a fee or penalty and for reasons of good cause, ask the City to reconsider its imposition of a fee or penalty pursuant to this Ordinance unless another period is provided for in applicable law. The City shall schedule its review of such request to be held within forty-five (45) days of receipt of such request from the Company. The City's decision on the Company's appeal shall be in writing and supported by written findings establishing the reasonableness of the City's decision. During the pendency of the appeal before the City or any subsequent appeal thereafter, the Company shall place any such fee or penalty in an interest-bearing escrow account.

Nothing herein shall limit the Company's right to challenge such assessment or the City's decision on appeal, in a court of competent jurisdiction.

ARTICLE VIII

SECTION 801 COMPENSATION/PROW USE FEE.

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

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

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

SECTION 802 RESERVED

SECTION 803 NO CREDITS OR DEDUCTIONS

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

SECTION 804 REMITTANCE OF COMPENSATION/LATE PAYMENTS, INTEREST ON LATE PAYMENTS

(1) If any payment required by this Ordinance is not actually received by the City on or before the applicable date fixed in this Ordinance, or (2), in the event the City adopts an ordinance imposing a PROW Use Fee, if such Fee has been received by the Company from its customers, and has not been actually received by the City on or before the applicable date fixed in this Ordinance or thirty (30) days after receipt of the PROW Use Fee from its customers, whichever is later, then the Company shall pay interest thereon, to the extent permitted by law, from the due date to the date paid at a rate equal to the rate of interest then charged by the City for late payments of real estate taxes.

ARTICLE IX

SECTION 901 RESERVATION OF ALL RIGHTS AND POWERS

The City reserves the right by ordinance or resolution to establish any reasonable regulations for the convenience, safety, health and protection of its inhabitants under its police powers, consistent with state and federal law. The rights herein granted are subject to the exercise of such police powers as the same now are or may hereafter be conferred upon the City. Without limitation as to the generality of the foregoing the City reserves the full scope of its power to require by ordinance substitution of underground service for overhead service, or the transfer of overhead service from the front to the rear of property whenever reasonable in all areas in the City and with such contributions or at such rates as may be allowed by law.

Notwithstanding anything herein to the contrary, nothing herein shall be construed to extend, limit or otherwise modify the authority of the City preserved under Sections 253 (b) and (c) of the Communications Act of 1934, as amended. Nothing herein shall be construed to limit, modify, abridge or extend the rights of the Company under the Communications Act of 1934, as amended.

SECTION 902 SEVERABILITY

If any portion of this Ordinance is for any reason held to be invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

ARTICLE X

SECTION 1001 MAINTENANCE OBLIGATION

The Company will maintain the poles, wires, cable, conduits, lines, manholes, equipment and other Facilities it owns within the City's PROW in good order and operating condition throughout the term of the franchise granted by this Ordinance.

SECTION 1002 TREE TRIMMING

Should the Company install any overhead lines, it shall have the authority to trim trees upon or overhanging the streets, alleys, walkways or Public Rights-of-Way to prevent the branches of such trees from interfering with its lines or other Facilities. However, all such trimmings shall be performed in a safe and orderly manner under the general direction of the Director of Public Works or his or her designee and in compliance with the pruning standards of the National Arborists Association as currently in effect.

ARTICLE XI

SECTION 1101 INITIAL TERM OF TELECOMMUNICATIONS FRANCHISE

The term of the franchise granted by this Ordinance shall be for a period of five (5) years from the effective date of this Ordinance.

SECTION 1102 APPLICATION FOR NEW TELECOMMUNICATIONS FRANCHISE

If the Company wishes to maintain its equipment within the City and to continue the operation of the system beyond the term of the franchise granted by this Ordinance, it shall give written notice to the City at least one hundred twenty (120) days before expiration of the franchise granted by this Ordinance, stating that it wishes to apply for a new franchise. Such application shall include a report of the location of the Facilities owned by the Company within the City's PROW, and a statement as to whether the Company has complied with the provisions of this Ordinance.

SECTION 1103 OPERATION OF FACILITIES OWNED BY THE COMPANY WHILE RENEWAL IS PENDING

Upon a timely request by the Company prior to the expiration of its initial franchise, the Company shall be permitted to continue operations of the Facilities owned by the Company within the City under the terms of the franchise granted by this Ordinance until the City acts. Nothing herein shall be construed to grant the Company a perpetual franchise interest.

ARTICLE XII

SECTION 1201 NOTICE

All notices, except for in cases of emergencies, required pursuant to the franchise granted by this Ordinance shall be in writing and shall be mailed or delivered to the following address:

To the Company:

Brightspeed of Virginia LLC
4701 Cox Rd Ste 285
Glen Allen, VA, 23060

To the City:

City of Charlottesville
Attn: City Manager
605 East Main Street
Charlottesville, VA 22902

Copy to:
Brightspeed
Attn: Legal
1120 S Tryon St Ste 700
Charlotte, NC, 28203

Copy to: City of Charlottesville
Attn: City Attorney
605 East Main Street
Charlottesville, VA 22902

All correspondence shall be by registered mail, certified mail or regular mail with return receipt requested; and shall be deemed delivered when received or refused by the addressee. Each Party may change its address above by like notice.

SECTION 1202 EMERGENCY NOTIFICATION

Notices required pursuant to Section 303.2 shall be made orally via telephone and by facsimile to the following:

To the Company:
Emergency contact for
afterhours/weekends/holidays:
833-692-7773 (MYBRSPD)
Brightspeed.com

To the City:
Gas Dispatchers
(434) 970-3800 (office)
Emergency (434)293-9164 (leaks)
(434) 970-3817 (facsimile)

Steven Hicks, Director of Public Works
(434) 970-3301 (office)
(434) 970-3817 (facsimile)

SECTION 1203 REGISTRATION OF DATA

The Company, including any sublease or assigns, must keep on record with the City the following information:

- (a) Name, address and e-mail address if applicable, and telephone and facsimile numbers;
- (b) Name, address and e-mail address if applicable, and telephone and facsimile numbers of a local representative that is available for consultation at all times. This information must include how to contact the local representative in an emergency; and
- (c) A certificate of insurance as required under Article VI, Section 603 of this telecommunications franchise, and upon prior request a copy of the insurance policy.

The Company shall update all the above information with the City within fifteen (15) days following its knowledge of any change.

ARTICLE XIII

SECTION 1301 TERMINATION OF TELECOMMUNICATIONS FRANCHISE

The franchise granted by this Ordinance may be terminated:

- (a) by the Company, at its election and without cause, by written notice to the City at least sixty (60) days prior to the effective date of such termination; or
- (b) by either the Company or the City, after thirty (30) days written notice to the other party of the occurrence or existence of a default of the franchise granted by this Ordinance, if the defaulting party fails to cure or commence good faith efforts to cure, such default within sixty (60) days after delivery of such notice.

Notwithstanding the provisions of this Section, the terms and conditions of the franchise granted by this Ordinance pertaining to indemnification shall survive a termination under this Section.

ARTICLE XIV

SECTION 1401 REMOVAL OF FACILITIES FROM THE PUBLIC RIGHTS-OF-WAY

The Company shall remove all Facilities owned by the Company from the streets, alleys and public places of the City at the expense of the Company within six (6) months after the termination, abandonment, or expiration of this franchise granted by this Ordinance, or by such reasonable time to be prescribed by the City Council, whichever is later. No such removal will be required while any renewal requests as provided for in Section 1102 and Section 1103, are pending before the City. If such renewal request is denied, the six (6) month period provided above shall commence on the date of denial or expiration, whichever is later. The City reserves the right to waive this requirement, as provided for in Section 1402 herein. The City shall grant the Company access to the Public Rights-of-Way in order to remove its telecommunications Facilities owned by the Company pursuant to this paragraph.

SECTION 1402 ABANDONMENT OF FACILITIES OWNED BY THE COMPANY IN THE PUBLIC RIGHTS-OF-WAY

The telecommunications Facilities owned by the Company may be abandoned without removal upon request by the Company and approval by the City. This Section survives the expiration or termination of this franchise granted by this Ordinance.

ARTICLE XV

SECTION 1501 PRIOR WRITTEN CONSENT FOR ASSIGNMENT

The franchise granted by this Ordinance shall not be assigned or transferred without the expressed written approval of the City, which shall not be unreasonably or discriminatorily conditioned, withheld or delayed.

In addition, the City agrees that nothing in this Ordinance shall be construed to require Company to obtain approval from the City in order to lease any Facilities owned by the Company or any portion thereof in, on, or above the PROW, or grant an indefeasible right of use ("IRU") in the Facilities owned by the Company, or any portion thereof, to any entity or person. The lease or grant of an IRU in such Facilities owned by the Company, or any portion or combination thereof, shall not be construed as the assignment or transfer of any franchise rights granted under this Ordinance.

SECTION 1502 SUCCESSORS AND ASSIGNS

Notwithstanding Section 1501, the Company may assign, transfer, or sublet its rights, without the consent of the City, to any person or entity that controls, is controlled by or is under common control with the Company, any company or entity with which or into which the Company may merge or consolidate, to any lender of the Company provided the City is advised of the action prior to enactment. Any successor(s) of the Company shall be entitled to all rights and privileges of this franchise granted by this Ordinance and shall be subject to all the provisions, obligations, stipulations and penalties herein prescribed.

ARTICLE XVI

SECTION 1601 NONEXCLUSIVE FRANCHISE

Nothing in the franchise granted by this Ordinance shall be construed to mean that this is an exclusive franchise, as the City Council reserves the right to grant additional telecommunications franchises to other parties.

ARTICLE XVII

SECTION 1701 ALL WAIVERS IN WRITING AND EXECUTED BY THE PARTIES

Subject to the foregoing, any waiver of the franchise granted by this Ordinance or any of its provisions shall be effective and binding upon the Parties only if it is made in writing and duly signed by the Parties.

SECTION 1702 NO CONSTRUCTIVE WAIVER RECOGNIZED

If either Party fails to enforce any right or remedy available under the franchise granted by this Ordinance, that failure shall not be construed as a waiver of any right or remedy with respect to any breach or failure by the other Party. Nothing herein shall be construed as a waiver of any rights, privileges or obligations of the City or the Company, nor constitute a waiver of any remedies available at equity or at law.

ARTICLE XVIII

SECTION 1801 NO DISCRIMINATION

The Company's rights, privileges and obligations under the franchise granted by this Ordinance shall be no less favorable than those granted by the City to and shall not be interpreted by the City in a less favorable manner with respect to any other similarly situated entity or person or user of the City's Public Rights-of-Way.

ARTICLE XIX

SECTION 1901 FORCE MAJEURE

Neither the Company nor the City shall be liable for any delay or failure in performance of any part of the franchise granted by this Ordinance from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions.

ARTICLE XX

SECTION 2001 EFFECTIVE DATE

This Ordinance shall be effective upon its passage.

Adopted by the Council of the City of Charlottesville on the ____ day of _____, 20__.

Kyna Thomas, Clerk of Council

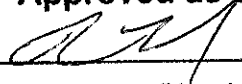
ACCEPTED: This franchise is accepted, and we agree to be bound by its terms and conditions.

BRIGHTSPEEED OF VIRGINIA LLC

By _____

Its _____

Date _____

Approved as to form:


Deputy City Attorney



FIBER OPTIC OVERBUILD
PROJECT CHVLVAXA SE
PERMIT 27000
AERIAL PERMIT DRAWING
CITY OF CHARLOTTESVILLE, VA



3				AS-BUILT
2				REVISION # 1
1	3/27/2024	BEC	JRC	ORIGINAL
NO.	DATE	ENG DESIGN	DRAFTING	COMMENT
PROJECT MANAGER: JAMES COSTNER				
ENGINEERING FIRM: BYERS ENG. CO.				
PROJECT: CHVLVAXA SE				
ADDRESS: CITY OF CHARLOTTESVILLE VA				
PERMIT NUMBER: 27000				
SHEET: C1 OF C3				

LEGEND & LINETYPES

	AERIAL
	BURIED
	RIGHT OF WAY
	GUARD RAIL
	LOC/CLUSTER BOUNDARY
	RR TRACKS
	EDGE OF PAVEMENT
	GAS
	WATER
	ELECTRICITY
	SEWER
	STORM DRAIN

	GAS TAP/MARKER
	RISER
	TELEPHONE
	POWER VAULT
	GROUND/BOND
	CULVERT
	WING WALL
	SPAN MEASUREMENT
	EXISTING DOWN GUY & ANCHOR
	PROPOSED DOWN GUY & ANCHOR

	UTILITY POLE - EXISTING
	HANDHOLE - PROPOSED
	PROPOSED BORE PIT 4'x1'x4'
	WATER METER
	GAS METER
	FIRE HYDRANT
	VALVE COVER
	AERIAL CROSSOVER

ABSTEVATION DESCRIPTION


ASW	ASPHALT SIDEWALK
BIP	BLACK IRON PIPE
BOS	BACK OF SIDEWALK
CSW	CONCRETE SIDEWALK
ASPH	ASPHALT DRIVEWAY
CONC	CONCRETE DRIVEWAY
GRVL	GRAVEL DRIVEWAY
GRSS	GRASS DRIVEWAY
EQP	EDGE OF PAVEMENT
EOTW	EDGE OF TRAVEL WAY
FOC	FIBER OPTIC CABLE
HDPE	HIGH DENSITY POLYETHYLENE
HH	HANDHOLE
JB	JUNCTION BOX
MH	MANHOLE
MP	MILE POST
O/S	OFFSET
PVC	POLY VINYL CHLORIDE
RGS	RIDGID GALVANIZED STEEL
RW	RIGHT OF WAY
CL	CENTERLINE



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SHEET: 02 OF 08				

INDEX


PAGE NO'S.	SHEET NO'S.	DISCRIPTION
1	C1	COVER SHEET
2	C2	LEGEND & LINETYPE
3	C3	INDEX
4	C4	GENERAL NOTES / ADDENDUM NOTES
5	C5	CONTRUCTION DETAILS
6	C6	BONDING AND GROUNDING DETAILS
7	C7	VICINITY MAP
8	C8	BOM
9	SHEET 01	PERMIT DRAWING
10	SHEET 02	PERMIT DRAWING
11	SHEET 03	PERMIT DRAWING
12	SHEET 04	PERMIT DRAWING
13	SHEET 05	PERMIT DRAWING
14	SHEET 06	PERMIT DRAWING
15	SHEET 07	PERMIT DRAWING
16	SHEET 08	PERMIT DRAWING
17	SHEET 09	PERMIT DRAWING

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ADDRESS: CITY OF CHARLOTTESVILLE VA				
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SHEET: C3 OF C8				

GENERAL NOTES / ADDENDUM NOTES

- | | | |
|--|---|---|
| <p>1. THE CONTRACTOR IS REQUIRED TO CONTACT THE APPROPRIATE UTILITY COMPANIES INVOLVED AND MAKE SATISFACTORY ARRANGEMENTS TO ADJUST THE UTILITIES IN CONFLICT WITH THE PROPOSED WORK PRIOR TO BEGINNING CONSTRUCTION.</p> <p>2. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL ENVIRONMENTAL REGULATIONS AND SHALL OBTAIN ALL NECESSARY FEDERAL, STATE, AND LOCAL ENVIRONMENTAL PERMITS, INCLUDING BUT NOT LIMITED TO, THOSE RELATED TO SEDIMENT CONTROL, STORMWATER, WETLAND, STREAMS, ENDANGERED SPECIES, AND HISTORICAL SITES.</p> <p>3. TRENCHING, BORE PITS, AND/OR OTHER EXCAVATIONS SHALL NOT BE LEFT OPEN OR UNSAFE OVERNIGHT. THE CONTRACTOR SHALL COMPLY WITH ALL OSHA REQUIREMENTS AND PROVIDE A COMPETENT PERSON ON SITE TO SUPERVISE EXCAVATION AT ALL TIMES.</p> <p>4. ALL FILL AREAS/BACKFILL SHALL BE COMPACTED TO 95% DENSITY IN ACCORDANCE WITH AASHTO T99 AS MODIFIED BY THE NCDOT. ALL MATERIAL TO A DEPTH OF 8 INCHES BELOW THE FINISHED SURFACE OF THE SUBGRADE SHALL BE COMPACTED TO DENSITY EQUAL TO AT LEAST 100% OF THAT OBTAINED BY COMPACTING A SAMPLE OF THE MATERIAL IN ACCORDANCE WITH AASHTO T99.</p> <p>5. VEGETATIVE COVER SHALL BE ESTABLISHED ON ALL DISTURBED AREAS IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE DIVISION ROADSIDE ENVIRONMENTAL ENGINEER.</p> <p>6. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE N.C.D.O.T. STANDARDS AND SPECIFICATIONS MANUALS.</p> <p>7. ANY DRAINAGE STRUCTURE DISTURBED OR DAMAGED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AS DIRECTED BY THE DISTRICT ENGINEER.</p> <p>8. ALL DRIVEWAYS ALTERED DURING CONSTRUCTION SHALL BE RETURNED TO A STATE COMPARABLE WITH THE CONDITION OF THE DRIVEWAYS PRIOR TO CONSTRUCTION.</p> <p>9. RIGHT OF WAY MONUMENTS DISTURBED DURING CONSTRUCTION SHALL BE REFERENCED BY A REGISTERED LAND SURVEYOR AND RESET AFTER CONSTRUCTION.</p> | <p>10. PROPER TRAFFIC CONTROL DEVICES, SIGNS, ETC., SHALL BE INSTALLED TO ENSURE PUBLIC SAFETY IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND ANY SUPPLEMENTS THERETO AND NCDOT ROADWAY STANDARD DRAWINGS.</p> <p>11. ALL LANES OF TRAFFIC ARE TO BE OPEN DURING THE HOURS OF 6:00AM TO 9:00AM AND FROM 4:00PM TO 7:00PM MONDAY THRU FRIDAY. TWO WAY TRAFFIC WILL BE MAINTAINED AT ALL TIMES.</p> <p>12. INGRESS AND EGRESS SHALL BE MAINTAINED TO ALL BUSINESSES AND DWELLINGS AFFECTED BY THE PROJECT.</p> <p>13. ANY WORK REQUIRING EQUIPMENT OR PERSONNEL WITHIN 5' OF THE EDGE OF ANY TRAVEL LANE OF AN UNDIVIDED FACILITY AND WITHIN 10' OF THE EDGE OF ANY TRAVEL LANE OF A DIVIDED FACILITY SHALL REQUIRE A LANE CLOSURE WITH APPROPRIATE TAPERS.</p> <p>14. NO PARKING OR MATERIAL STORAGE SHALL BE ALLOWED ALONG THE SHOULDERS OF ANY ROADWAY.</p> <p>15. DURING NON-WORKING HOURS, EQUIPMENT SHALL BE REMOVED FROM THE RIGHT OF WAY.</p> <p>16. ALL ROADWAY SIGNS THAT ARE REMOVED DUE TO CONSTRUCTION SHALL BE REINSTALLED AS SOON AS POSSIBLE.</p> <p>17. EXCAVATION MATERIAL SHALL NOT BE PLACED ON THE PAVEMENT. DRAINAGE STRUCTURES SHALL NOT BE BLOCKED WITH EXCAVATION MATERIALS.</p> <p>18. ALL MANHOLES, SPLICE BOXES AND OTHER APPURTENANCES WITHIN THE NCDOT RIGHT OF WAY SHALL BE LOCATED AT/OUTSIDE THE RIGHT OF WAY LINE. MANHOLES AND/OR VAULTS SHALL NOT BE PLACED IN THE DITCH LINE, SIDE SLOPES OF THE DITCHES OR IN THE PAVEMENT.</p> <p>19. ALL MANHOLES, SPLICE BOXES, AND/OR VAULTS WITHIN NCDOT RIGHT OF WAY SHALL BE OF A PRE-APPROVED DESIGN.</p> <p>20. PROPOSED TRAFFIC-BEARING MANHOLES AND VALVE COVERS SHALL BE FLUSH MOUNTED AND SHALL BE OF A NCDOT APPROVED DESIGN FOR HS-20 LOADING.</p> | <p>21. ALL WORK TO BE PERFORMED IN STRICT ACCORDANCE WITH THE APPLICABLE CODES OR REQUIREMENTS OF ANY REGULATING GOVERNMENTAL AGENCY, DUKE ENERGY, AND THE RIGHT-OF-WAY GRANTOR.</p> <p>22. LOCATIONS OF SOME OF THE PHYSICAL FEATURES WERE OBTAINED FROM DATED EVALUATION MAPS OR OTHER DRAWINGS AND MAY NOT SHOWN OR DEPICTED ON THESE DRAWINGS.</p> <p>23. UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. THEREFORE, UTILITY LOCATIONS WILL BE VERIFIED AT LEAST 100 FEET IN ADVANCE OF TRENCHING OR FLOWING, SO THAT CHANGES IN CABLE PLACEMENT CAN BE MADE IN THE EVENT OF CONFLICT.</p> <p>24. ALL KNOWN BURIED OBSTRUCTIONS ARE SHOWN ON THE CONSTRUCTION DRAWINGS. ANY AND ALL OTHERS ENCOUNTERED ARE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE, PROTECT, AND REPAIR IF DAMAGED.</p> <p>25. ANY AND ALL IMPROVEMENTS, SUCH AS ASPHALT OR CONCRETE PAVEMENT, CURBS, CUTTERS, WALKS, DRAINAGE DITCHES, EMBANKMENTS, SHRUBS, TREES, GRASS SOD, ETC., IF DAMAGED, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND RESTORED TO ORIGINAL CONDITION.</p> <p>26. EQUIPMENT TYPES SPECIFIED HEREIN (IE: "BACKHOE," "SWAMP PLOW" ETC.) ARE SUGGESTIONS ONLY AND ARE NOT INTENDED AS REQUIREMENTS. CONTRACTOR WILL BE NOTIFIED AS TO EXPECTATIONS.</p> <p>27. SHORING OF BORE PITS AND TRENCHES IN ACCORDANCE WITH OSHA REGULATIONS SHALL BE MANDATORY.</p> <p>28. BURIED CABLE MARKERS WILL BE PLACED AT ALL UNDERGROUND UTILITY LOCATIONS AND ALL OTHER LOCATIONS IN ACCORDANCE WITH THE PERMIT DRAWINGS AND THE OUTSIDE PLANT HANDBOOK.</p> <p>29. ALL CONDUIT WILL BE SDR 11 OR AS SPECIFIED.</p> <p>30. UNDERGROUND CONDUIT WILL BE PLACED AT 36" MINIMUM COVER UNLESS SPECIFIED ON THE CONSTRUCTION DRAWINGS.</p> |
|--|---|---|

ADDENDUM NOTES

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TYPICAL DETAIL "A"

CROSS SECTION OF IMPOSED HOPE

(1) 2' HOPE
FEEDER PIPER

36" MIN.

TYPICAL DETAIL "B"

DIRECTIONAL BORE CROSS SECTION FOR CONDUIT

(1) 2' HOPE CONDUIT
FEEDER PIPER

36" MIN.

TYPICAL DETAIL "C"

DIRECTIONAL BORE CROSS SECTION FOR CONDUIT PLACED PARALLEL/PERPENDICULAR TO EXISTING UTILITIES

(1) 2' HOPE CONDUIT
FEEDER PIPER

36" MIN.

TYPICAL DETAIL "D"

HANDHOLE CONSTRUCTION DETAILS CONDUIT TO HANDLE PEOPLE

120" DIA.

36" MIN.

TYPICAL DETAIL "E"

DIRECTIONAL BORE TYPICAL DETAIL

(1) 2' HOPE CONDUIT
FEEDER PIPER

36" MIN.

TYPICAL DETAIL "F"

CROSSING SECONDARY ROADWAY AND DRIVEWAY

(1) 2' HOPE CONDUIT
FEEDER PIPER

36" MIN.

TYPICAL DETAIL "G"

CROSSING PRIMARY ROADWAY

(1) 2' HOPE CONDUIT
FEEDER PIPER

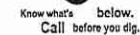
36" MIN.

TYPICAL DETAIL "H"

CROSSING PRIMARY ROADWAY

(1) 2' HOPE CONDUIT
FEEDER PIPER

36" MIN.

Page 357 of 364

BONDING AND GROUNDING DETAILS

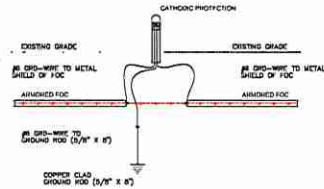
AERIAL NOTES:

1. Establish and maintain continuity of all metallic components (strength member, shield, moisture barrier, armor) across all aerial splices.
2. Bond metallic components to the support strand at all splice locations.
3. Bond support strand to pole MOHW at all riser poles, fiber loop (2,000') locations for future splice and fiber splice locations.
4. Place bonds between all metallic cable components and the support strand at least once every 1 1/4 miles (0,000 feet).

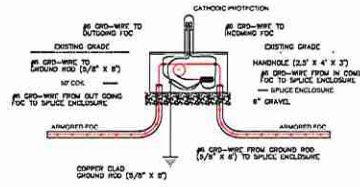
BURIED NOTES:

1. Establish and maintain continuity of all metallic sheath components and strength members in the cable and across all buried splices.
2. Bond metallic sheath components and strength members to 5/8" x 8' copper clad ground rod at all buried splices.
3. Place 5/8" x 8' copper clad ground rods at all handholes for future splicing and grounding.
4. Place bonds between all metallic cable components and copper clad ground rods at least once every 1 1/4 miles (0,000 feet).
5. Place Cathodic Protection Test Station at all buried fiber cable splices and when bonding fiber metallic cable components to copper clad ground rods every 1 1/4 miles.

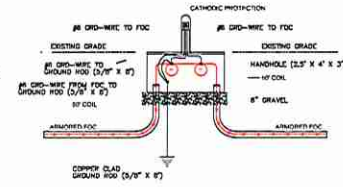
TEST STATION DETAIL SCHEMATIC



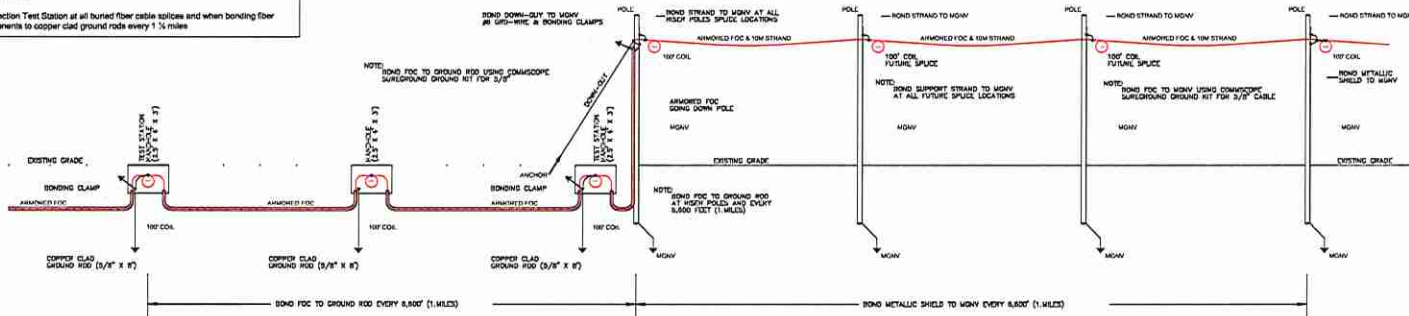
TEST STATION WITH FIELD SPICE



TEST STATION WITH COIL FOR FUTURE SPICE



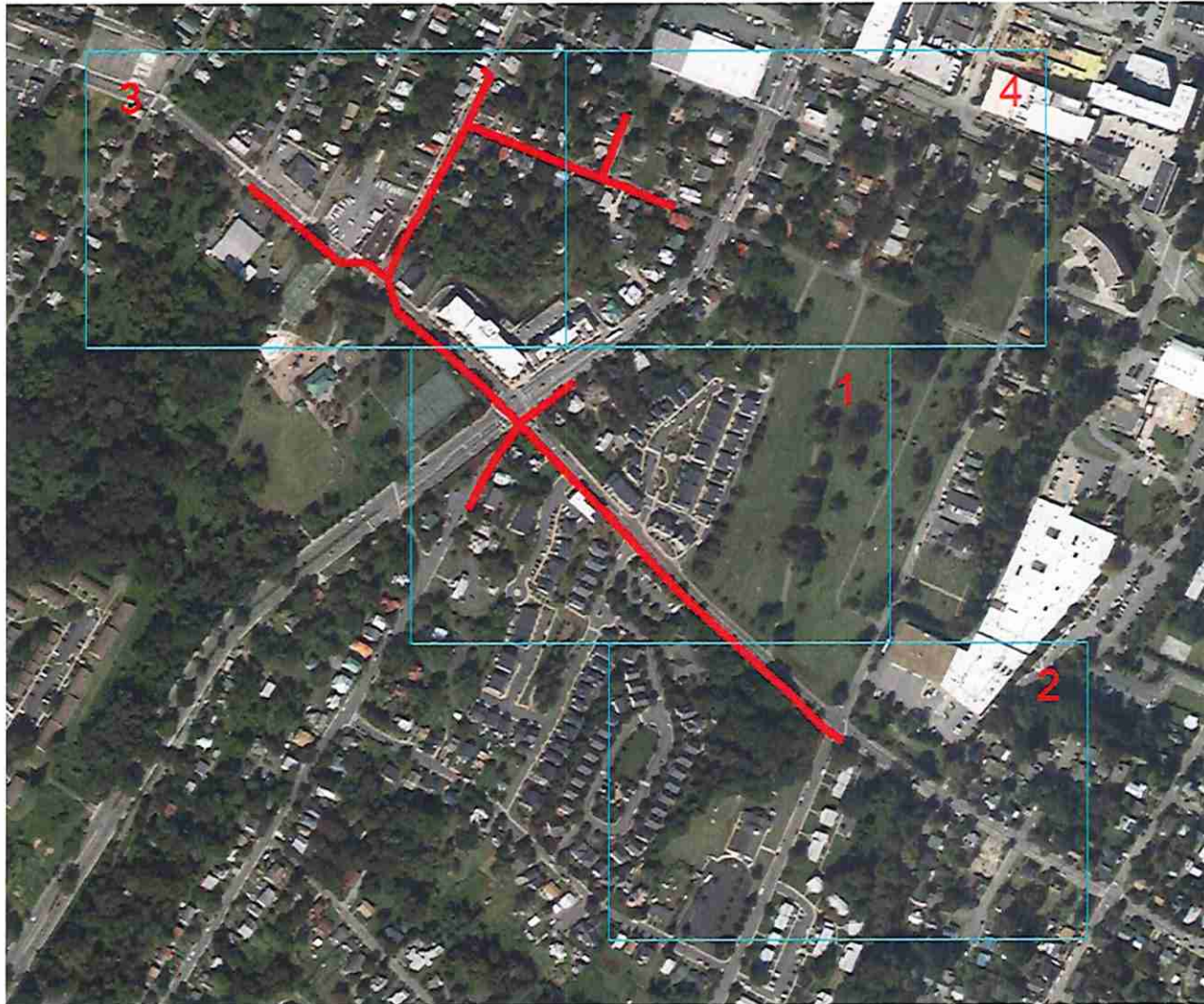
LAYOUT DETAIL




Know what's below.
Call before you dig.

3				AS-BUILT
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SHEET: 08 OF 08				

VICINITY MAP



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					</

BOM

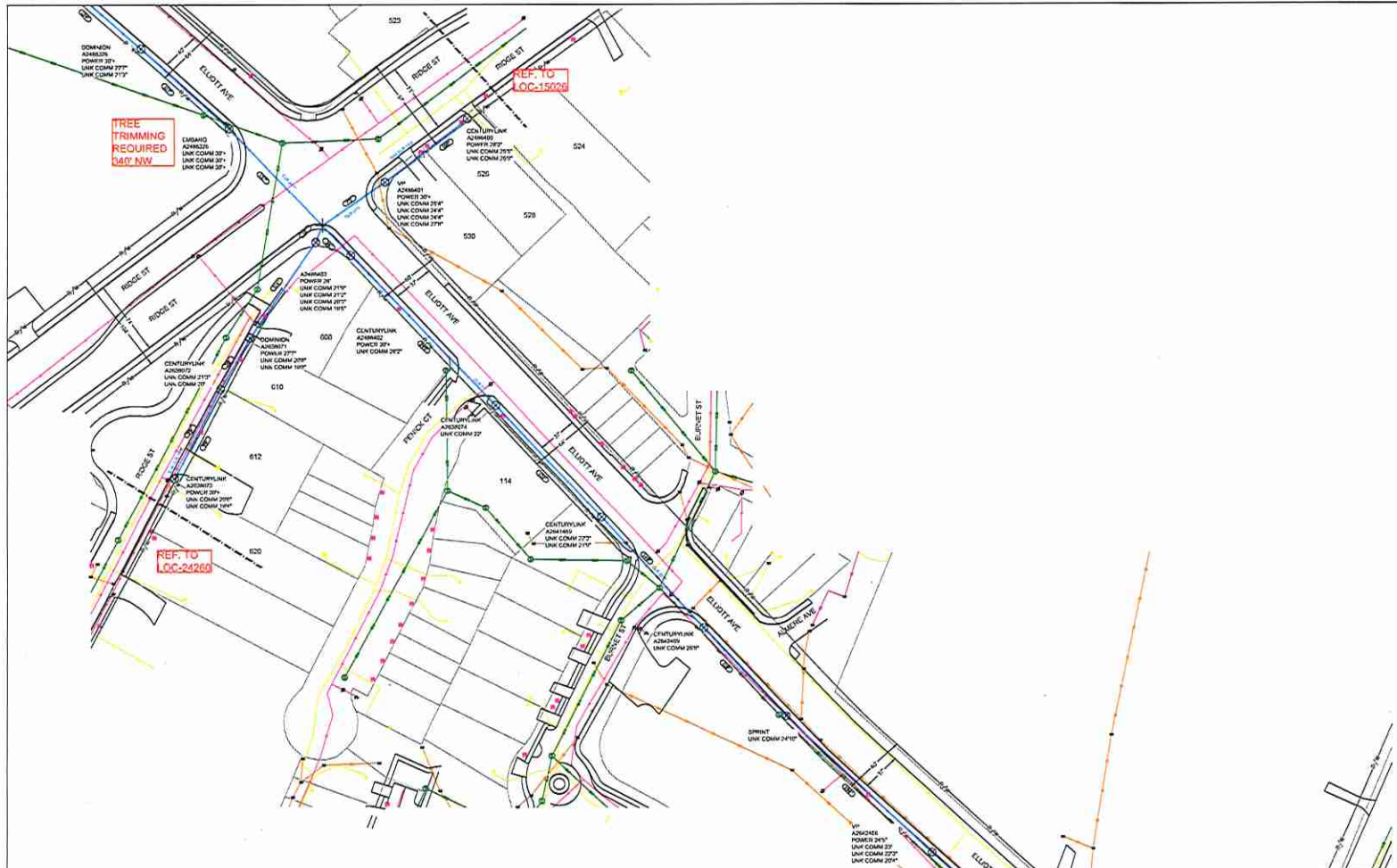
Unit Description	UOM	ESTIMATED QTY	ACTUAL QTY
FEEDER CABLE - 24 CT	FOOT		
FEEDER CABLE - 48 CT	FOOT		
FEEDER CABLE - 72 CT	FOOT	1588	
FEEDER CABLE - 96 CT	FOOT		
FEEDER CABLE - 144 CT	FOOT		
FEEDER CABLE - 288 CT	FOOT	2383	

Unit Description	UOM	ESTIMATED QTY	ACTUAL QTY
(1) 2" HDPE INNERDUCT	FOOT	198	
24"DX24"WX36"L HANDHOLE	EACH		
18"DX17"WX30"L HANDHOLE	EACH		

Unit Description	UOM	ESTIMATED QTY	ACTUAL QTY
PLACE DTAP - AERIAL	EACH		
PLACE DTAP - IN HANDHOLE	EACH		
PLACE OPTICAL TAP/EVOLVE - AERIAL	EACH		
PLACE OPTICAL TAP/EVOLVE - IN HANDHOLE	EACH		
AERIAL PRIMARY 10FT PUSHLOCK DROP	EACH		
AERIAL PRIMARY 75FT PUSHLOCK DROP	EACH		
AERIAL PRIMARY 150FT PUSHLOCK DROP	EACH		
AERIAL PRIMARY 300FT PUSHLOCK DROP	EACH		
AERIAL PRIMARY 500FT PUSHLOCK DROP	EACH		
AERIAL PRIMARY 800FT PUSHLOCK DROP	EACH		
AERIAL PRIMARY 1000FT PUSHLOCK DROP	EACH		
AERIAL PRIMARY 1500FT PUSHLOCK DROP	EACH		
AERIAL PRIMARY 2000FT PUSHLOCK DROP	EACH		
PULLING PRIMARY JUMPER 10FT	EACH		
PULLING PRIMARY JUMPER 75FT	EACH		
PULLING PRIMARY JUMPER 150FT	EACH		
PULLING PRIMARY JUMPER 300FT	EACH		
PULLING PRIMARY JUMPER 500FT	EACH		
PULLING PRIMARY JUMPER 800FT	EACH		
PULLING PRIMARY JUMPER 1000FT	EACH		
PULLING PRIMARY JUMPER 1500FT	EACH		
PULLING PRIMARY JUMPER 2000FT	EACH		

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SHEET: CB OF CB				

MATCH TO SHEET 03



MATCH TO SHEET 02

CONTACT CITY ARBORIST
STEVE GAINS
434-970-3260
BEFORE TRIMMING

ALL PROPOSED AERIAL
IS TO BE OVERLASHED
TO EXISTING STRAND

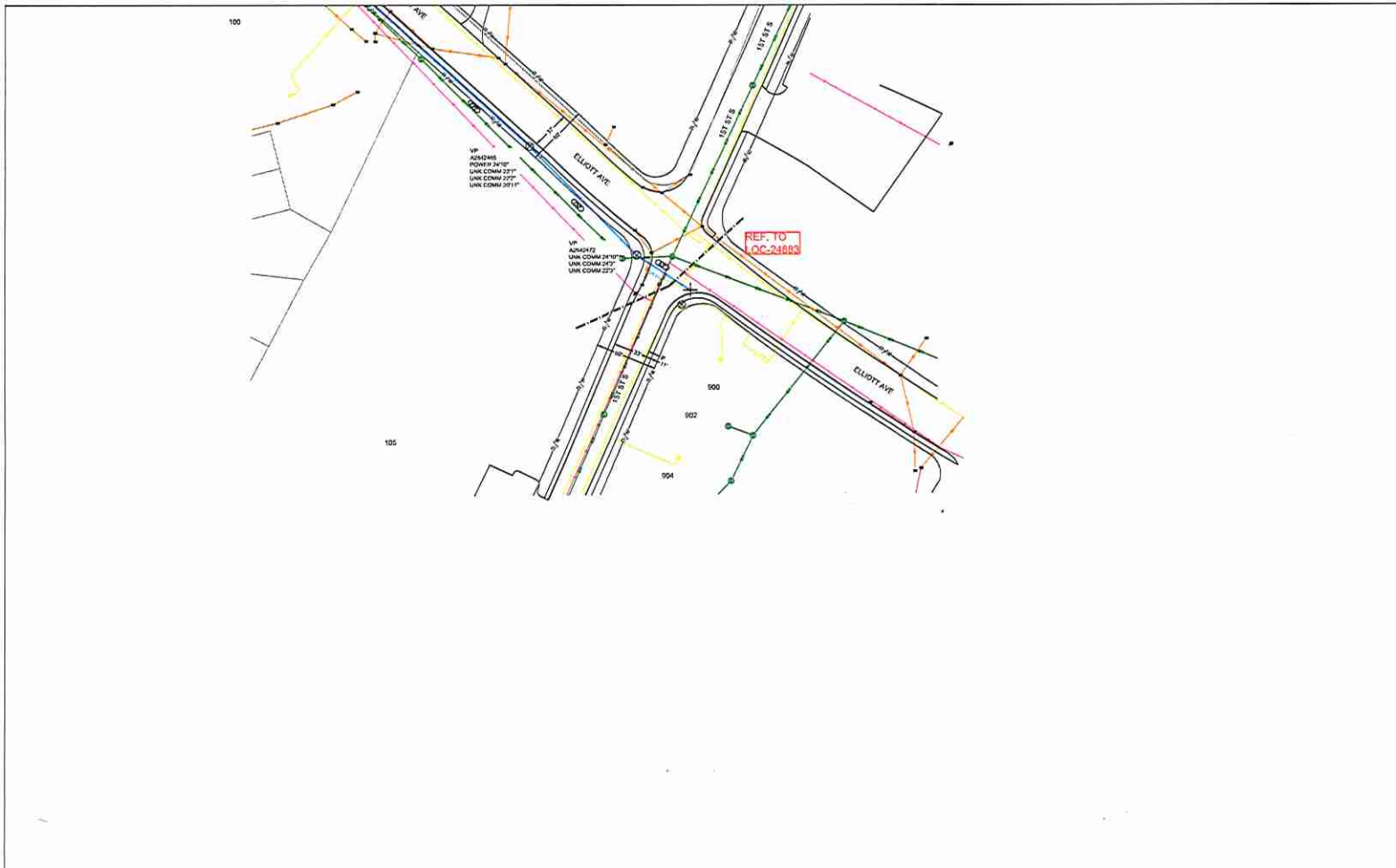
ALL UTILITY PLACEMENTS ARE FOR REFERENCE

SCALE IS FOR REFERENCE PURPOSES ONLY. THE CABLE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE APPROPRIATE PERMITTING MUNICIPALITY PRIOR TO BEGINNING CONSTRUCTION, IN ORDER TO VERIFY THAT THE CABLE IS BEING PLACED WITHIN THEIR RIGHT-OF-WAY.



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MATCH TO SHEET 01




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MATCH TO SHEET 04

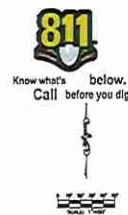
MATCH TO SHEET 01

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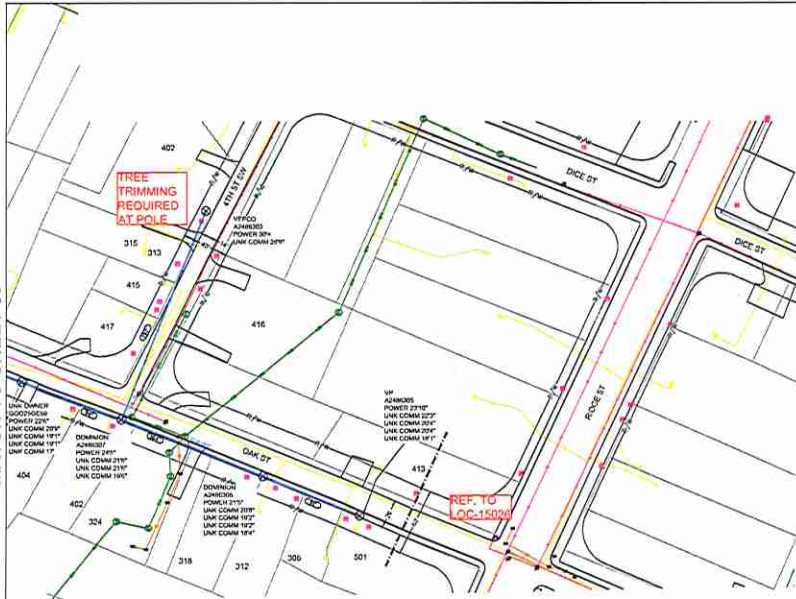
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MATCH TO SHEET 03



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