



**CITY COUNCIL AGENDA**  
**October 21, 2024**  
**City Hall Council Chamber**

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](http://www.charlottesville.gov/zoom). The meeting may also be viewed on the City's streaming platforms and local government Channel 10. Individuals with disabilities who require assistance or special arrangements to participate in the public meeting may call (434) 970-3182 or submit a request via email to [ada@charlottesville.gov](mailto:ada@charlottesville.gov). The City of Charlottesville requests that you provide a 48-hour notice so that proper arrangements may be made.

**Call to Order/Roll Call**

**Agenda Approval**

**Reports**

1. Discussion: Community Interventions

**5:30 PM CLOSED MEETING**

**6:30 PM BUSINESS SESSION**

**Moment of Silence**

**Announcements**

**Recognitions/Proclamations**

- Proclamation: Camp Holiday Trails Day - November 2, 2024

**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.

2. Minutes: October 7 regular meeting
3. Resolution: Resolution to appropriate Virginia State Police HEAT FY 25 Equipment Reimbursement Funding - \$12,500 (2nd reading)
4. Resolution: Resolution for Golf Maintenance Equipment Replacement - \$350,000 (2nd reading)
5. Resolution: Resolution appropriating funds for Carlton Mobile Home Park - \$379,000 (2nd reading)
6. Ordinance: Ordinance establishing the Commercial Property Assessed Clean Energy (C-PACE) financing program (2nd reading)
7. Ordinance: Ordinance for 240 Stribling Avenue Planned Unit Development Proffer Amendment (2nd reading)
8. Resolution: UVA vehicle donation for Emergency Medical Services (EMS) Fellowship Program
9. Resolution: Resolution to Appropriate Community Development Block Grant COVID Relief Funds (CDBG-CV) from HUD, in the Amount of \$90,321.98 (1 of 2 readings)

10. Resolution: Resolution to appropriate funds from the Virginia Department of Housing and Community Development - Virginia Homeless Solutions Program Grant amendment - \$93,564 (1 of 2 readings)
11. Resolution: Resolution to appropriate funding from the Supreme Court of Virginia Behavioral Health Docket Grant - \$115,400.58 (1 of 2 readings)
12. Ordinance: Ordinance to Amend City Code Article XIV. Tax on Probate of Will or Grant of Administration, Sections 30-396 and 30-397 to conform with Va. Code Sec. 58.1-1717.1
13. Ordinance: Ordinance to Amend City Code Sec. 30-426. "Funding of courthouse security personnel" to Comply with Virginia Code Sec. 53.1-120

### **City Manager Report**

- Report: City Manager Report

### **Action Items**

14. Public Hearing/Res.: Public Hearing and Resolution for the *2024 ReadyKids Youth Services* Proposal, a Major Amendment to the Program Year 2024-25 Annual Action Plan in the amount of \$50,000 (CDBG-CV) (1 of 2 readings)
15. Public Hearing/Res.: Public hearing and resolution to authorize a lease at 1520 E. High Street
16. Ordinance: Ordinance amending City Code Section 2-453(b.3-4) for Police Civilian Oversight Board composition (2nd reading)
17. Ordinance: Ordinance for Mas Canopy Footer Encroachment Agreement (1 of 2 readings)

### **General Business**

18. By Motion: Youth Council appointment
19. Written Report: Rivanna Authorities Quarterly Update
20. Discussion: City of Charlottesville Legislative Priorities for 2025

### **Community Matters (2)**

### **Adjournment**

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



Agenda Date:	October 21, 2024
Action Required:	Presentation
Presenter:	Samuel Sanders, Jr., City Manager
Staff Contacts:	
Title:	<b>Community Interventions</b>

**Background**

City Council and the City Manager have heard from many constituents across the city on a range of critical issues. The various items can be categorized as Community Safety, Homeless Services, and Quality of Life. These are broad topic areas that are also complex in that they have multiple layers and contributing factors to complicate the approach to addressing each of them. What is common among the categories is that there are multiple ways to consider addressing them and rarely is there one simple option available that everyone can agree on.

**Discussion**

The City Manager has chief among his responsibilities, the obligation to implement the Council's vision for the city. Last year, Council adopted nine (9) Strategic Outcome Areas and a Commitment to JEDI to frame the work of the city staff. The staff is currently engaged in the development of strategies and identification of measures for how to implement the Council's vision. This work is being led by the City Manager's Office and includes the engagement of more than 100 city staff who we call City Strategists.

Separately, the City Manager has been researching, evaluating, and considering a combination of work efforts to better address some high priority considerations in our community. This presentation to the Council and the public will outline a series of options for consideration, and where possible more than one option might be available. The presentation will be framed by three community intervention areas: Community Safety, Homeless Services, and Quality of Life. These areas of focus are by no means the only things that rank high on the To-Do List, but they are matters with elements of high urgency that require this specific moment to pause and consider ways to intervene, disrupt, and change the outcomes facing members of our community.

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

Council's Vision: To be a place where everyone thrives is the focus of this presentation, where opportunities to intervene, disrupt, and change outcomes facing members of our community could result.

### **Community Engagement**

Engagement on this presentation consisted of conversations with a variety of nonprofit organizations, political leaders both in the city and county, healthcare leaders, and consultants on community intervention strategies. City staff were engaged to assess conditions and options as well.

### **Budgetary Impact**

### **Recommendation**

### **Alternatives**

### **Attachments**

None



# CITY OF CHARLOTTESVILLE



## PROCLAMATION

### **CAMP HOLIDAY TRAILS DAY NOVEMBER 2, 2024 50TH ANNIVERSARY CELEBRATION**

**WHEREAS** in 1974 Camp Holiday Trails, a year-round nonprofit camp based in Charlottesville, became one of the first camps in the region to welcome children with diverse medical diagnoses and their siblings; and

**WHEREAS** for the past 50 years, Camp Holiday Trails has empowered over 10,000 campers by offering traditional camp activities and teaching them to manage their medical diagnoses in a supportive and inclusive environment; and

**WHEREAS** many campers have multiple diagnoses including cancer, diabetes, sickle cell, hemophilia, juvenile arthritis, or are recipients of transplants; 47% also have mental health diagnoses; and

**WHEREAS** Camp Holiday Trails believes in raising awareness and destigmatizing differently-abled individuals, promoting inclusivity and understanding within our community; and

**WHEREAS** Camp Holiday Trails provides financial aid and scholarships to 100% of campers, ensuring that every child can attend camp regardless of their financial situation.

**WHEREAS** each year, over 600 dedicated volunteers make the Camp Holiday Trails mission a reality by continuing to offer a safe, nurturing, and empowering environment where children with medical needs can create lasting memories, build lifelong friendships, and develop essential life skills;

**NOW, THEREFORE, BE IT PROCLAIMED** that the Charlottesville City Council recognizes **November 2, 2024, as Camp Holiday Trails Day**, as they invite alumni, friends, supporters and staff to their 50th Anniversary Celebration November 1st-3rd, 2024.

**Signed and sealed this 21<sup>st</sup> day of October 2024.**

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Juandiego R. Wade, Mayor



## CHARLOTTESVILLE CITY COUNCIL MEETING MINUTES

October 7, 2024 at 4:00 PM  
Council Chamber

The Charlottesville City Council met on Monday, October 7, 2024. Vice Mayor Brian Pinkston called the meeting to order, and Clerk of Council Kyna Thomas called the roll, noting the following councilors present: Vice Mayor Brian Pinkston and Councilors Natalie Oschrein and Lloyd Snook. Mayor Juandiego Wade gave prior notice of his absence to attend a conference.

On motion by Snook, seconded by Oschrein, Council approved the meeting agenda 3-0 (Ayes: Oschrein, Pinkston, Snook; Noes: none; Absent: Payne, Wade). Councilor Payne joined the meeting at 4:03 p.m.

### REPORTS

#### 1. PRESENTATION: Charlottesville Area Transit (CAT) Dashboard

Transit Director Garland Williams presented the Charlottesville Area Transit Service Performance Dashboard, which was launched on the city website at 4:00 p.m., coinciding with the beginning of the City Council meeting. CAT contracted with Nelson/Nygaard, a transportation consulting firm to filter Automatic Passenger Count data and make it available in an understandable format on the public-facing dashboard. Mr. Williams asked the community to provide feedback after using and viewing the database. He answered Council questions, announced bus service improvements and he corrected an announcement about removing service to the hospital, advising that service to the hospital has not been decreased.

City Manager Sam Sanders reiterated the location of the CAT Service Performance Dashboard on the city website. He congratulated CAT on being recognized by C3 (Community Climate Collaborative) as a Community Changemaker partner, recognizing CAT's climate action work. Mr. Williams stated a goal of zero emissions by the year 2050.

#### 2. PRESENTATION: Land Bank presentation and discussion

Antoine Williams, Housing Program Manager, made a presentation about land banks. The concept of establishing a land bank in Charlottesville is directly tied to the City's 2021 Affordable Housing Plan, which encourages the City to explore the use of a land bank as a tool for achieving housing affordability, supporting affordable housing development, and addressing long-standing racial disparities in homeownership. The Plan highlights the role of a land bank in acquiring and managing underutilized or tax-delinquent properties and facilitating their redevelopment into affordable housing units. The creation of a land bank was proposed by the Charlottesville Housing Advisory Committee (HAC) as a tool to address Charlottesville's unique and evolving housing challenges. Mr. Williams presented three potential land bank structures for consideration: 1) a public authority, 2) designation of an existing nonprofit, and 3) a stand-alone nonprofit.

Members from HAC were in attendance and answered questions from Council regarding issuance of bonds, overlapping work performed by other entities such as the Charlottesville Housing and Redevelopment Authority, the reasons for recommending a stand-alone board, and potential board composition. Mr. Williams stated that the assigned city attorney is researching further. City Council, by State statute, would appoint members to a land bank board and funding for the land bank entity would need to combine public and private funds.

Deputy City Manager James Freas posed several questions for Council consideration regarding the goals of the land bank entity, the amount of independence, and level of autonomy. City Manager Sanders posed questions to clarify staffing requirements, the expected pace of transactions, the desire for lived

experience seats on the board, and the impact on the City's bonding capacity. Council engaged in discussion about an overall housing plan and land trusts versus land banks. Councilors were generally in favor of a tool such as a land bank to address affordable housing issues in the City of Charlottesville.

## **CLOSED MEETING**

On motion by Payne, seconded by Snook, Council voted 4-0 (Ayes: Oschrin, Payne, Pinkston, Snook; Noes: none; Absent: Wade) to meet in closed session as authorized by Virginia Code Section 2.2-3711(A)(3) for discussion and consideration of the disposition of two different publicly held real properties where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body.

On motion by Payne, seconded by Oschrin, Council certified by the following vote that to the best of each Council member's knowledge only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the Motion convening the closed session were heard, discussed or considered in the closed session: 4-0 (Ayes: Oschrin, Payne, Pinkston, Snook; Noes: none; Absent: Wade).

## **BUSINESS SESSION**

City Council observed a moment of silence.

## **ANNOUNCEMENTS**

Councilor Snook announced an October 5<sup>th</sup> mayoral proclamation presented to Elizabeth "Betz" Gleason, former City Councilor from 1980-1988, on the occasion of her 100<sup>th</sup> birthday.

Councilor Payne announced the October 30<sup>th</sup> application deadline for filling vacancies on City boards and commissions.

Councilor Oschrin congratulated "Loop de 'Ville" organizers and participants. She expressed condolences for a pedestrian fatality in which 64-year-old Mamawa Simai was killed in a crosswalk after being struck by a vehicle.

## **COMMUNITY MATTERS**

Vice Mayor Pinkston opened the floor for comments from the public.

1. Peter Krebs, city resident, spoke about a successful Loop de Ville event and the ongoing need for infrastructure to improve pedestrian safety, in the wake of the death of Mamawa Simai who was hit by a vehicle in a crosswalk at Elliot Avenue and South First Street.
2. Daniel Miller, city resident, spoke about traffic-calming and traffic safety needs in Belmont.
3. Nikuyah Walker, city resident, spoke about affordable housing and affordability in the Kindewood development for those people for whom redevelopment was intended to help. She asked Council to review the contract as well as the underlying reasons why an older woman (Mamawa Simai) needs to work.
4. Aileen Bartels, city resident, spoke about the need to improve pedestrian safety in the wake of the death of Mamawa Simai.
5. Roscoe Boxley, city resident, spoke about different reasons that homelessness exists and the need to address it.
6. Tyler Miller, city resident, spoke about the need for additional infrastructure to improve pedestrian and

traffic safety on Elliot Avenue. He asked for a moment of silence for Mamawa Simai.

7. Bill Emory, city resident, asked Council to retract the VDOT functional reclassification of streets in the Woolen Mills neighborhood, discouraging making easier travel for motor vehicles and requesting that Council maintain the integrity of the neighborhood's shared space for various modes of transportation.
8. Frankie Allen, city resident, spoke about traffic safety as a public health concern. She suggested infrastructure changes.
9. Guinevere Higgins, member of the Bike and Pedestrian Committee, spoke about the recent tragedy on Elliot Avenue and South First Street, referring to the tragedy as a policy issue.
10. Kathryn Laughon read a statement on behalf of Livable Cville about the need for infrastructure to improve pedestrian safety, in the wake of the death of Mamawa Simai at Elliot Avenue and South First Street.
11. Mario Maretta, city resident, spoke about safety concerns with his living situation, stating that neighbors are using drugs and threatening him. He stated that he has contacted police and still needs help. (Police Chief Michael Kochis was in attendance and stated that he would talk with Mr. Maretta.)
12. Clifford Michael Hall, city resident, spoke about life, liberty and the pursuit of happiness.
13. Mo van de Sompel, city resident, spoke about the need to lower speed limits throughout the city and increase enforcement of traffic laws.

#### **CONSENT AGENDA\***

Clerk of Council Kyna Thomas read the following Consent Agenda items into the record. On motion by Snook, seconded by Oschrein, Council unanimously adopted the Consent Agenda.

1. MINUTES: May 20 regular meeting, September 16 regular meeting, September 17 joint City Council and Board of Supervisors meeting
2. RESOLUTION to appropriate insurance claim reimbursement for The Avon Fuel Station Replacement Project - \$65,000 (2nd reading)

#### **RESOLUTION**

##### **Albemarle County Reimbursement for the Avon Fuel Station Replacement Project**

**WHEREAS**, the City of Charlottesville designed and bid a project to improve the Avon Fuel Station, and;

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

##### **Transfer From**

\$65,000                      Fund: 426              WBS: P-00980              G/L Account: 451110

##### **Transfer To**

\$65,000                      Fund: 426              WBS: P-00980              G/L Account: 599999

3. RESOLUTION to appropriate Victim Witness Assistance Program Grant funds - \$257,024 (2nd reading)

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

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

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

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

**Revenues**

\$ 86,839	Fund: 209	Cost Center: 1414001000	G/L Account: 430110
\$137,185	Fund: 209	Cost Center: 1414001000	G/L Account: 430120
\$ 33,000	Fund: 209	Cost Center: 1414001000	G/L Account: 498010

**Expenditures**

\$270,636	Fund: 209	Cost Center: 1414001000	G/L Account: 519999
\$ 15,827	Fund: 209	Cost Center: 1414001000	G/L Account: 599999

**Transfer**

\$ 33,000	Fund: 105	Cost Center: 1401001000	G/L Account: 561209
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**BE IT FURTHER RESOLVED** that this appropriation is conditioned upon the receipt of \$224,024 from the Virginia Department of Criminal Justice Services.

4. RESOLUTION to appropriate State Historic Resources Grant Funds to Jefferson School African American Heritage Center - \$500,000 (2nd reading)

**RESOLUTION**

**Appropriating funds from the Virginia Department of Historic Resources (DHR)  
for the Jefferson School African American Heritage Center - \$500,000**

**WHEREAS**, the City of Charlottesville through the Department of Historic Resources has received a grant award of \$500,000 to be given to the Jefferson School African American Heritage Center (JSAAHC) to be used to support operating cost and for staffing for the Center for Local Knowledge.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that the sum of \$500,000 received from the Virginia Department of Historic Resources is hereby appropriated in the following manner:

**Revenues - \$500,000**

\$500,000	Fund: 209	Internal Order: 1900568	G/L Code: 430080
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**Expenditures - \$500,000**

\$500,000	Fund: 209	Internal Order: 1900568	G/L Code: 540100
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**BE IT FURTHER RESOLVED** that this appropriation is conditioned upon the receipt of \$500,000 from the Virginia Department of Historic Resources.

5. ORDINANCE to adopt Fire Safety Code Fee Schedule (2nd reading)

**AN ORDINANCE ADOPTING THE CHARLOTTESVILLE FIRE DEPARTMENT OFFICE OF THE FIRE MARSHAL FEE SCHEDULE**

6. RESOLUTION to appropriate Virginia State Police HEAT FY 25 Equipment Reimbursement Funding - \$12,500 (Carried)
7. RESOLUTION for a Special Exception Permit at 113 West Main Street Resolution for Golf Maintenance Equipment Replacement

**Resolution Approving a Special Exception Permit for  
Property Located at 113 West Main Street**

**WHEREAS**, landowner West Mall, LLC is the current owner of a lot identified on 2024 City Tax Map 33 as Parcel 259 (City Parcel Identification No. 330259000), having an area of approximately 0.19 acres (8,276 square feet) (the "Subject Property"), and

**WHEREAS**, the landowner proposes to install fences on the Subject Property in the West Market Street front yard ("Project"); and

**WHEREAS**, the Subject Property is located within the Downtown Architectural Design Control District established by City Development Code Section 34-2.9.2.B and the City's Board of Architectural Review (BAR) has reviewed the application and granted a Certificate of Appropriateness on May 21, 2024 confirming the Project will not have an adverse impact to the Downtown Architectural Design Control District per City Development Code Section 34- 5.2.15.C.1.c; and

**WHEREAS**, the Project is described in more detail within the Applicant's application materials dated April 4, 2024 submitted in connection with Application PL-24-0074, as required by City Development Code Section 34-5.2.15.B.2 (collectively, the "Application Materials"); and

**WHEREAS**, the Planning Commission made a recommendation of approval at their September 10, 2024 public meeting per City Development Code Section 34-5.2.15.C.2; and

**WHEREAS**, upon consideration of the Planning Commission's recommendation and the Staff Reports discussing this application, as well as the factors set forth within City Development Code Section 34-5.2.15.D, this Council finds and determines that granting the proposed Special Exception Permit would serve the public necessity, convenience, general welfare or good zoning practice; now, therefore,

**BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that, pursuant to City Code Development Sections 34-2.5.6.B.6, 34-4.8.1, and 34-5.2.15, a Special Exception Permit is hereby approved and granted to authorize the Project and permit installation of fences on the Subject Property within the West Market Street front yard. Such fences shall be consistent with the Certificate of Appropriateness granted on May 21, 2024 or any subsequent Certificate of Appropriateness granted by the BAR.

8. RESOLUTION appropriating funds for Carlton Mobile Home Park - \$379,000 (Carried)

## CITY MANAGER REPORT

City Manager Sam Sanders acknowledged the recent tragedy which led to the death of Mamawa Simai and acknowledged that Council will need to make financial decisions based on their priorities. He asked Deputy City Manager James Freas to highlight some of the City's ongoing efforts and commitment to prioritize bicycle and pedestrian safety.

Mr. Freas, Deputy City Manager for Operations, echoed the sentiments expressed by Mr. Sanders. He highlighted the Move Safely Blue Ridge program, an ongoing regional project to identify street safety issues and solutions for them regionally. He encouraged Council and the public to visit the website [www.movesafelyblueridge.com](http://www.movesafelyblueridge.com) and to make their voices heard. He stated that the City is preparing to conduct a study of citywide speed limits to inform Council and make recommendations. Mr. Freas stated that there has been a struggle to fill the vacant Traffic Engineer position for the city, and that contracting with an outside firm has been considered. He has asked the city's transportation team to come together to discuss solutions for addressing the Elliot Avenue and South First Street crosswalk where the fatal incident occurred.

Mr. Sanders listed future work sessions that will address infrastructure and FY26 budget issues for Council to prioritize.

## ACTION ITEMS

### 9. PUBLIC HEARING and ORDINANCE establishing the Commercial Property Assessed Clean Energy (C-PACE) financing program (Carried)

Kristel Riddervold, Director of the Office of Sustainability, presented the staff recommendation to adopt the C-PACE ordinance. In 2015, the Commonwealth of Virginia passed legislation to enable localities to pass ordinances to create Commercial Property Assessed Clean Energy (C-PACE) financing programs and in 2022, it launched a statewide program that localities could opt in to. C- PACE is a means of financing clean energy and resilience projects for multifamily, commercial and industrial property owners. In its most basic form, PACE enables property owners to finance up to 100% of the upfront cost of these projects and pay back the loan through a voluntary assessment on their property tax bill. The program is administered by the Virginia PACE Authority, a 501(c)(3) nonprofit organization, on behalf of Virginia Energy. Virginia localities may opt into the statewide program so that property owners within that locality may participate. Albemarle County is currently enrolled in the statewide C- PACE program, along with 14 other Virginia localities.

Pursuant to Va. Code § 15.2-958.3, once the City has enrolled in the C-PACE program, owners of commercial and/or multi-unit residential buildings could receive financing for certain eligible improvements, including: energy usage efficiency systems; water usage efficiency systems; renewable energy production facilities; resiliency improvements to increase a structure's capacity to withstand a natural disaster; stormwater management improvements, environmental remediation, electric vehicle infrastructure. These loans can be used for new construction, or the renovation/retrofitting of a currently existing structure. The minimum loan amount that may be financed for each project is fifty thousand dollars (\$50,000.00). Each C-PACE loan, inclusive of principal, interest, and any financed fees, costs, or expenses, will be secured by a voluntary special assessment lien on the Property that is the subject of the loan. This loan would "run with the land," and responsibility for the loan would transfer to the new property owner if the property were sold before the loan is repaid.

Vice Mayor Pinkston opened the public hearing. With no speakers coming forward, the public hearing was closed. Council agreed to carry the ordinance to the October 21 Council meeting for second reading and vote on the consent agenda.

# **10. PUBLIC HEARING and ORDINANCE for 240 Stribling Avenue Planned Unit Development Proffer Amendment (Carried)**

Matt Alfele, City Planner, presented the ordinance amendment request. Southern Development on behalf of the landowner, Belmont Station, LLC, submitted an application pursuant to City Code 34-41 and 34-66(d) (adopted September 15, 2003, as amended) to amend the approved Proffer Statement (approved by City Council on April 18, 2022) for the 240 Stribling Avenue Planned Unit Development (PUD). The request was to amend the proffer statement to allow a portion of the required affordable dwelling units to be built within the Flint Hill PUD (project number P20-0107) development which is currently under construction. The proposed amendment would also lower the required affordability to 50% Area Medium Income, (AMI) from the current 60% AMI for a minimum of two (2) of the required affordable dwelling units. If this request is approved, up to eight (8) of the required twenty-six (26) affordable dwelling units at 240 Stribling Avenue could be built within the Flint Hill PUD development. The remaining eighteen (18) required affordable units would still be built within the 240 Stribling Avenue development. If approved, at least 10.5% of the new units at 240 Stribling would still be affordable dwelling units.

Applicant Charlie Armstrong with Southern Development provided additional information and answered questions for Council.

Vice Mayor Pinkston opened the public hearing.

- Nikuyah Walker, city resident, asked about the reasons for the amendment and stated that Council needs to ask more questions.

With no additional speakers, the public hearing was closed.

Council asked questions and engaged in discussion. The applicant stated that the affordable units will be built as townhomes. He indicated the change would give the developer more freedom to meet their affordability requirements which would create more certainty moving forward on both projects. Mr. Alfele stated that the requested changes are part of the proffer statement, and that the city would gain two housing units at a lower AMI (Area Median Income).

Council agreed to carry the ordinance to the October 21 Council meeting for second reading and vote on the consent agenda.

## **11. ORDINANCE amending City Code Section 2-453(b.3-4) for Police Civilian Oversight Board composition (Carried)**

Deputy City Manager Eden Ratliff presented the ordinance amendment request to broaden the scope of who can serve on the Police Civilian Oversight Board. Mr. Ratliff stated that he will confer with the PCOB at their October 10, 2024, meeting.

Council unanimously agreed to move the item to the October 21 meeting for second reading and consideration of a vote.

## **12. RESOLUTION for permanent affordable housing acquisition by the Charlottesville Redevelopment and Housing Authority at 212 5th Street, 217 5th Street SW and 407 Harris Road**

Alex Ikefuna, Director of the Department of Community Solutions, presented the resolution. The Charlottesville Redevelopment and Housing Authority (CRHA) is proposing to acquire 212 5th Street, 217 5th Street, SW and 407 Harris Road, a two-family unit, and two multi-family housing for preservation as a permanent low-income housing. The properties are currently rental units with low-



income tenants. The Fifth Street properties are occupied, and 407 Harris Road is currently vacant because the owner wants to sell it. This is prime opportunity to acquire multiple units of naturally occurring affordable housing that were on the market and likely would no longer be affordable after purchase. The City and CRHA have an opportunity to acquire and indefinitely preserve these properties as affordable units. Council provides \$900,000 per year for CSRAP. There is approximately \$234,402 left in the 2023-2024 fiscal year in CSRAP balance, enough to assist CRHA in bridging its funding gap of \$475,000. The total acquisition cost is \$2.675 million. The city will grant \$234,000 to support the acquisition and CRHA will provide the remaining balance of \$241,000, while the Federation of Appalachian Housing Enterprises (FAHE), a (CDFI) will finance the \$2.2 million.

On motion by Snook, seconded by Payne, Council by a vote of 4-0 approved the resolution for acquisition of 212 5th Street, 217 5th Street SW and 407 Harris Road (Ayes: Oschrein, Payne, Pinkston, Snook; Noes: none; Absent: Wade).

### **RESOLUTION**

#### **Appropriating \$234,000 of the FY2023-24 CSRAP budget allocation to be used by CRHA for acquisition of 212 5th St., 217 5th St. SW and 407 Harris Road as permanent units of affordable housing**

**WHEREAS** pursuant to Virginia Code §36-19 (2) and (4) the Charlottesville Redevelopment and Housing Authority has the power and authority to acquire real estate for residential use, and to operate buildings for residential occupancy; and

**WHEREAS** pursuant to Virginia Code §36-6 and §36-7 the City of Charlottesville is authorized to lend or donate money to CRHA to enable CRHA to carry out its purposes; and

**WHEREAS** CRHA is requesting the City Council to provide the amount of \$234,000 to fund the acquisition of residential buildings located at 212 5th Street, 217 5th Street. SW and 407 Harris Road, and the requested amount of funding is available within the City's FY2023-24 unspent budget for the CSRAP Program; and

**WHEREAS** City Council desires that its donation of funding be used to acquire dwelling units that will be permanently reserved for use as affordable dwelling units; now, therefore,

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHARLOTTESVILLE THAT** the amount of \$234,000 from the FY2023-24 Budget for the CSRAP Program, will be transferred and hereby appropriated to a new account to be donated to the Charlottesville Redevelopment and Housing Authority ("CRHA") for use in acquiring land and buildings (together, "Real Estate") located at 212 5th Street, 217 5th Street, SW and 407 Harris Road. It shall be a condition of this appropriation that, immediately following the recordation of an instrument conveying title to the Real Estate to CRHA, CRHA shall record a covenant restricting the use of the Real Estate to residential uses and requiring that all dwelling units located on the Real Estate will be affordable dwelling units. The City Manager will provide CRHA with a declaration of covenants to accomplish the land use restriction, which shall be executed by CRHA and recorded on the same date as the instrument by which CRHA obtains title to the Real Estate.

#### Transfer from:

Fund: 426                      Funded Program: P-01019                      GL Code: 599999

#### Transfer to:

Fund: 426                      Funded Program: 2600049                      GL Code: 599999

**BE IT FURTHER RESOLVED BY THE CITY COUNCIL THAT** hereby authorize the City Manager to prepare and negotiate a detailed grant agreement with CRHA. This agreement should ensure that specific terms are met, including:

- The creation of covenants that permanently preserve affordability.
- Regular status reports from CRHA on the properties acquired, tenant outcomes, and the prioritization of CSRAP beneficiaries in unit assignments.

## **GENERAL BUSINESS**

### **13. WRITTEN REPORT: Bennett's Village 2024 report to City Council**

Vice Mayor Pinkston acknowledged receipt of the required annual report. Councilor Payne stated that Bennett's Village raised \$320,000 and an additional \$180, 000 in pledged funds.

## **COMMUNITY MATTERS (2)**

Vice Mayor Pinkston opened the floor for comments from the public.

- Nikuyah Walker, city resident, continued statements from earlier in the meeting regarding the Kindewood development. She stated that what the nine-member advisory panel stated that they wanted was not in line with what a majority of low-income residents wanted, and that many residents are rent-burdened. She also expressed concern about concentrating lower income families in one area rather than diversifying the neighborhood. Regarding traffic and pedestrian safety, she discouraged increasing traffic citations, considering impacts to Black, Brown and low-income individuals.

Mr. Sanders mentioned that in addition to other efforts, consideration is being given for a technical temporary replacement for the Traffic Engineer - someone with a specialized skillset. Responding to Councilor Snook, Mr. Freas explained the reclassification of streets as mentioned by resident Bill Emory earlier in the meeting. Mr. Freas stated that the city controls its streets and a reclassification by VDOT does not equate to intention from the City to redesign the roads. Reclassification opens additional funding for the roads; however, he will research further the scope of reclassification.

The meeting adjourned at 8:30 p.m.

BY Order of City Council

BY Kyna Thomas, Clerk of Council

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



Agenda Date:	October 21, 2024
Action Required:	Approval of Resolution
Presenter:	Michael Kochis, Police Chief
Staff Contacts:	Holly Bittle, Budget and Management Analyst Taylor Harvey-Ryan, Grants Program Manager
Title:	<b>Resolution to appropriate Virginia State Police HEAT FY 25 Equipment Reimbursement Funding - \$12,500 (2nd reading)</b>

**Background**

The Virginia Department of State Police Help Eliminate Auto Theft (HEAT) Program reimburses Virginia law enforcement agencies for equipment, training, software, or recurring costs that support an agency's efforts to combat the theft of vehicles and vehicle parts in its jurisdiction.

**Discussion**

Over the past four years the Charlottesville Police Department (CPD) has seen a significant increase in motor vehicle thefts. Years 2020, 2021, 2022, and 2023 saw vehicle theft numbers of 47, 149, 168, and 172 respectively.

In FY 24 CPD purchased an updated Berla Toolkit and trained one detective on how to use the system using funds from the Virginia Department of State Police Help Eliminate Auto Theft (HEAT) Program.

The Berla Toolkit gives CPD the ability to perform forensic downloads from stolen vehicle computer systems to collect detailed evidence which leads to more effectively prosecuted stolen vehicle cases.

Through the Virginia Department of State Police HEAT Program, CPD was awarded \$12,500 in FY 25 to reimburse the City for the Berla Toolkit's annual fees and training expenses for additional detectives. Appropriation of these funds will allow CPD to expand the use of this valuable forensic tool by training additional detectives and covering the annual fees that were not included in its FY 25 budget request.

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

This project supports Goal 2 of the Strategic Plan, to be a Healthy and Safe City.

**Community Engagement**

Increased use of the Berla Toolkit will allow detectives to more efficiently collect forensic data to prosecute vehicle thefts and hopefully reduce vehicle thefts overall, thus freeing up officers to spend more time engaging the community .

### **Budgetary Impact**

This will not impact the General Fund. No matching funds are required. It will allow the Police Department to train additional detectives to use the Berla Toolkit and pay for the Berla Toolkit annual fees outside of its FY 25 appropriated General Fund operating budget.

### **Recommendation**

Staff recommends approval and appropriation of the funding.

### **Alternatives**

If these funds are not appropriated, the Police Department will need to pay for the Berla Toolkit annual fees out of its existing General Fund operating budget and will restrict the number of detectives trained to use the this valuable forensic tool.

### **Attachments**

1. VSP HEAT Resolution 2025

## RESOLUTION

### **Help Eliminate Auto Theft (HEAT) Equipment Reimbursement Program \$12,500**

**WHEREAS**, the City of Charlottesville, through the Police Department, has received the Virginia Department of State Police, Help Eliminate Auto Theft (HEAT) Program a grant in the amount of \$12,500 to be used to send auto theft investigators and/or officers who investigate auto theft-related crimes to training for the Berla Toolkit and to pay for the Berla Toolkit FY 25 annual fees.

**WHEREAS**, the grant award covers the period of 7/1/2024 through 5/31/2025.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the sum of \$12,500, received from the Virginia Department of State Police, is hereby appropriated in the following manner:

#### **Revenues - \$12,500**

Fund: 209	IO: 1900571	CC:3101005000	\$12,500	GL: 430110	State Grant
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#### **Expenditures- \$12,500**

Fund: 209	IO: 1900571	CC: 3101005000	\$8,000	GL: 530210	Education/Training
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Fund: 209	IO: 1900571	CC: 3101005000	\$4,500	GL: 530260	Software Lic./Maint.
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**BE IT FURTHER RESOLVED**, that this appropriation is conditioned upon the receipt of \$12,500 from the Virginia Department of State Police.

Approved by Council

Kyna Thomas, CMC

Clerk of Council

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



Agenda Date:	October 21, 2024
Action Required:	Approve Resolution
Presenter:	William Bassett, Business and Golf Manager, Krisy Hammill, Director of Budget
Staff Contacts:	William Bassett, Business and Golf Manager Krisy Hammill, Director of Budget
Title:	<b>Resolution for Golf Maintenance Equipment Replacement - \$350,000 (2nd reading)</b>

**Background**

The agronomic maintenance equipment at Meadowcreek Golf Course is due for its life-cycle replacement. This specialized golf equipment is used to maintain the golf course and keep playing conditions in optimal condition. The current equipment, purchased in 2019, has an average lifespan of 5 years. Since the golf course is an enterprise fund, proper maintenance of the course is critical attracting new customers, driving rounds and revenues.

**Discussion**

The City explored leasing the equipment through the vendor using third-party financing. However, the interest rates for a lease of the equipment were not as favorable as the rates the City could obtain if it were to buy the equipment directly from the vendor and finance the purchase through bonds as part of the City's next bond sale. The City will save approximately \$60,000 (or \$12,000 per year) over the next 5 years by financing the purchase of equipment through the use of bonds instead of entering into a lease agreement. The City will also own the equipment outright and can sell it at a later date to offset purchase costs in the next cycle of equipment purchases.

Revenues generated from the Golf course will be used to pay for the annual debt service on the equipment which will be paid back over a period not to exceed five years.

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

This resolution aligns with the Strategic Outcome Areas of Parks and Recreation and Organizational Excellence.

**Community Engagement**

N/A

**Budgetary Impact**

This action will be added to the City's Capital Improvement Plan and will be financed using bonds. The debt service for the bonds will be paid using revenues generated from the Golf Course.

**Recommendation**

Staff recommends approval of this resolution.

**Alternatives**

Council could choose not to approve the resolution and seek another means to purchase or finance the equipment.

**Attachments**

1. Golf Course Maintenance Equipment

**RESOLUTION TO APPROPRIATE FUNDS FOR THE PURCHASE OF  
MAINTENANCE EQUIPMENT FOR THE MEADOWCREEK GOLF COURSE  
\$350,000**

**WHEREAS**, the Meadowcreek Golf Course is currently in need of new maintenance equipment and proposes to repay the City's debt service fund for the principal and interest costs related to financing \$350,000 for the purchase; and

**WHEREAS**, the debt service for the equipment would be paid back over a 5-year period at borrowing rate equivalent to that of the City's bond financing rate from revenues generated from golf course activities;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that \$350,000 is hereby appropriated in the City's Capital Improvements Fund for the purchase of the equipment.

**Revenues**

\$350,000      Fund: 426      Internal Order: 2600048      GL Code: 499010

**Expenditures**

\$350,000      Fund: 426      Internal Order: 2600048      GL Code: 541090



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



Agenda Date:	October 21, 2024
Action Required:	Approval of the Resolution to Appropriate Funds
Presenter:	Brenda Kelley, Redevelopment Manager
Staff Contacts:	Brenda Kelley, Redevelopment Manager Krisy Hammill, Director of Budget
Title:	<b>Resolution appropriating funds for Carlton Mobile Home Park - \$379,000 (2nd reading)</b>

**Background**

In August 2024, the City Council approved an Ordinance approving financial assistance to support residential rental housing at Carlton Mobile Home Park for persons of low and moderate income and authorizing the City Manager to execute and deliver a Support Agreement in connection with the same, following a request from Piedmont Housing Alliance (PHA) and Greater Charlottesville Habitat for Humanity (GCHH) to the City to provide annual support over the next five years for a total amount not to exceed \$8.7M, in the event that they effectively purchase the property and become bona fide owners of the Park.

PHA/GCHH created a special purpose entity for this project, Habitat Carlton Alliance, LLC (HCA). HCA has received financing approval and is now the bona fide owner of the property. PHA will be the fiduciary agent for HCA with all funding going to PHA.

**Discussion**

The Carlton Mobile Home Park Loan agreement was approved by the City Council on September 16, 2024, which provided a forgivable loan to Piedmont Housing Alliance, for the benefit of HCA to be used for the public purposes of providing funding for property acquisition. The City will provide up to \$8,700,000, or the total amount of the financing acquired for the acquisition of the property, including debt service costs from such financing whichever is less, in loan proceeds. The loan proceeds will be paid out annually (subject to appropriation) in an amount equivalent to the amount of principal and interest that will be paid by PHA on behalf of HCA in the given year.

This resolution will appropriate funding in the amount of \$379,000 to cover additional debt service costs that will be incurred by PHA in FY 25.

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

This item aligns with the Affordable Housing Strategic Outcome Area and the Affordable Housing Plan.

### **Community Engagement**

Representatives of Legal Aid Justice Center, Greater Charlottesville Habitat for Humanity, Inc., and Piedmont Housing Alliance have met with residents of the Park and have received support from at least 25% of the existing tenants with a valid lease in the Park to make an independent offer to purchase the Park.

### **Budgetary Impact**

The funding approved by this resolution will be paid from previously appropriated funds in the Land Bank Account and the Contingency Account in the City's Capital Improvement Fund.

The remaining funding beyond FY25 to support the acquisition and redevelopment of this property will be presented to this and future Councils for consideration annually as part of the regular budget process. The obligations of the City as to any funding beyond the end of FY25 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.

### **Recommendation**

Staff recommends approval of the attached Resolution to appropriate funds to continue to support the acquisition of the property.

### **Alternatives**

Do not approve the Resolution which may have a significant and negative impact on HCA's ability to cover the costs it will incur in relation to the project during FY25.

### **Attachments**

1. Carlton Mobile Home Park Forgivable Loan Proceeds

**RESOLUTION TO APPROPRIATE FUNDING IN THE AMOUNT OF \$379,000 AS  
LOAN PROCEEDS FOR THE CARLTON MOBILE HOME PARK PROJECT**

**WHEREAS** the City of Charlottesville and Piedmont Housing Alliance (PHA) entered into a loan agreement on September 16, 2024, for the Carlton Mobile Home Park Project;

**AND WHEREAS** for FY 25, PHA has requested loan proceeds in an amount of \$379,000;

**BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the sum of \$379,000 is hereby appropriated to provide funding to PHA as follows:

**Transfer From:**

\$135,000	Fund: 426	Funded Program: 1000011	G/L Account: 540100
\$244,000	Fund: 426	Internal Order: CP -080	G/L Account: 540100

**Transfer To:**

\$379,000	Fund: 426	Funded Program: 1000049	G/L Account: 540100
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**CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA**



Agenda Date:	October 21, 2024
Action Required:	Public hearing and Approval of Ordinance
Presenter:	Kristel Riddervold, Director of the Office of Sustainability
Staff Contacts:	Emily Irvine, Climate Program Manager Robinson Hubbard, Deputy City Attorney
Title:	<b>Ordinance establishing the Commercial Property Assessed Clean Energy (C-PACE) financing program (2nd reading)</b>

**Background**

In 2015, the Commonwealth of Virginia passed legislation to enable localities to pass ordinances to create Commercial Property Assessed Clean Energy (C-PACE) financing programs and in 2022, it launched a statewide program that localities could opt in to. C-PACE is a means of financing clean energy and resilience projects for multifamily, commercial and industrial property owners. In its most basic form, PACE enables property owners to finance up to 100% of the upfront cost of these projects and pay back the loan through a voluntary assessment on their property tax bill. The program is administered by the Virginia PACE Authority, a 501(c)(3) nonprofit organization, on behalf of Virginia Energy. Virginia localities may opt into the statewide program so that property owners within that locality may participate. Albemarle County is currently enrolled in the statewide C-PACE program, along with 14 other Virginia localities.

**Discussion**

Pursuant to Va. Code § 15.2-958.3, once the City has enrolled in the C-PACE program, owners of commercial and/or multi-unit residential buildings could receive financing for certain eligible improvements, including: energy usage efficiency systems; water usage efficiency systems; renewable energy production facilities; resiliency improvements to increase a structure's capacity to withstand a natural disaster; stormwater management improvements, environmental remediation, electric vehicle infrastructure. These loans can be used for new construction, or the renovation/retrofitting of a currently existing structure. The minimum loan amount that may be financed for each project is fifty thousand dollars (\$50,000.00).

Each C-PACE loan, inclusive of principal, interest, and any financed fees, costs, or expenses, will be secured by a voluntary special assessment lien on the Property that is the subject of the loan. This loan would "run with the land," and responsibility for the loan would transfer to the new property owner if the property is sold before the loan is repaid.

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

This action is in direct alignment with the City’s Strategic Plan Framework’s Outcome Area, *Climate Action*. Establishing the ability for property owners to use C-PACE is supported by the City’s 2023 Climate Action Plan which includes “*further enabling private financial sector investment in energy performance upgrades for commercial properties in the City of Charlottesville through adoption of a Commercial Property Assessed Clean Energy (C-PACE) financing program.*”

Additionally, the adoption of a C-PACE Ordinance is in alignment with the City’s Comprehensive Plan: Chapter 7 (Environment, Climate, and Food Equity), Goal 1, Strategy 1.7.

### **Community Engagement**

Through the adoption of Charlottesville’s greenhouse gas reduction (GHG) goals and the development of the Climate Action Plan, the community and Council supported strategies to facilitate energy efficiency and resilience and enabling private sector investment in energy to achieve cost savings and greenhouse gas reductions, including through adoption of C-PACE.

### **Budgetary Impact**

There is no (\$0) impact on the General Fund. Administration of program is conducted entirely by VPA. City staff will support marketing and outreach within existing funded programs.

### **Recommendation**

Staff recommends approval of the Ordinance.

### **Alternatives**

N/A

### **Attachments**

1. Ordinance - C-PACE 2024 (1) (2)
2. C-PACE Program Agreement (Appendix A) (2)
3. Virginia Energy - Locality C-PACE Agreement (Appendix B) (1)

**AN ORDINANCE  
ESTABLISHING A COMMERCIAL PROPERTY  
CLEAN ENERGY (C-PACE)  
FINANCING PROGRAM**

**WHEREAS**, The Commonwealth of Virginia has created a Statewide Program known as the Commercial Property Clean Energy (C-PACE) Financing Program operated by The Virginia PACE Authority, as Program Administrator on behalf of Virginia Energy; and

**WHEREAS**, Virginia Counties, Cities and Towns are allowed to opt into the Statewide C-Pace Program so that Property Owners located in that jurisdiction may participate; and

**WHEREAS**, the purpose of the Commercial Property Assessed Clean Energy (C-PACE) Financing Program, in accordance with Va. Code §15.2-958.3 (hereinafter, the “C-PACE Act”) is for local and statewide C-PACE programs to work together facilitating loans made by capital providers to property owners of eligible properties to finance eligible improvements designed to improve environmental sustainability. Subject to the limitations set forth in this ordinance, the C-PACE Act, or other applicable law, each C-PACE loan, inclusive of principal, interest, and any financed fees, costs, or expenses, will be secured by a voluntary special assessment lien on the Property that is the subject of such Loan; and

**WHEREAS**, the required public hearings on the proposed ordinance have been conducted; and

**WHEREAS**, this City Council has reviewed the C-PACE Program Agreement, Virginia Energy Locality C-Pace Agreement, and considered staff recommendations; and

**WHEREAS**, this Council finds that the proposed ordinance will allow property owners of eligible city properties to secure loans that will finance eligible improvements connected to clean energy practices designed to improve environmental sustainability within the city.

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of Charlottesville, Virginia, that the Charlottesville City Code (1990) is hereby amended by adding a new section to be numbered Chapter 30, Article XX, and entitled, Commercial Property Clean Energy (C-PACE) Financing Program, which section shall read as follows:

**Chapter 30 TAXATION ARTICLE XX - COMMERCIAL PROPERTY ASSESSED  
CLEAN ENERGY (C-PACE) FINANCING PROGRAM**

**Sec. 30-483. - Purpose.**

The purpose of this chapter is to create a “The City of Charlottesville Commercial Property Assessed Clean Energy (C-PACE) Financing Program,” to operate in coordination with the statewide C-PACE program, all in accordance with Va. Code §15.2-958.3 (hereinafter, the “C-PACE Act”). The local and statewide C-PACE programs, working together, will facilitate Loans made by Capital Providers to Property Owners of Eligible Properties to finance Eligible

Improvements thereon. Subject to the limitations set forth in this chapter, the C-PACE Act, or other applicable law, each C-PACE Loan, inclusive of principal, interest, and any financed fees, costs, or expenses, will be secured by a voluntary special assessment lien on the Property that is the subject of such Loan.

**Sec. 30-484. - Definitions.**

(a) *Assessment Payment Schedule* means the schedule of installments of C-PACE Payments to be made in the repayment of the C-PACE Loan, which shall be attached as Exhibit B to the C-PACE Program Agreement.

(b) *Capital Provider* means (i) a private lending institution that has been approved by the Program Administrator in accordance with the Program Guidelines to originate a C-PACE Loan and its successors and assigns; or (ii) the current holder of a C-PACE Loan.

(c) *City* means the City of Charlottesville, Virginia.

(d) *Clerk's office* means the Office of the Clerk of the Circuit Court of the City of Charlottesville, Virginia.

(e) *Commonwealth* means the Commonwealth of Virginia.

(f) *Council* means the Council of the City of Charlottesville, Virginia.

(g) *C-PACE* means Commercial Property Assessed Clean Energy.

(h) *C-PACE Act* means Virginia's "Commercial Property Assessed Clean Energy (C-PACE) financing programs" law, codified at Va. Code §15.2-958.3.

(i) *C-PACE Amendment* means an amendment of the C-PACE Lien executed by the Capital Provider, the Property Owner, and the Program Manager, as permitted in the C-PACE Documents, which C-PACE Amendment shall be recorded in the Clerk's Office to evidence each amendment to the C-PACE Loan and the C-PACE Lien.

(j) *C-PACE Assignment (CP)* means a written assignment by one Capital Provider to another Capital Provider of the C-PACE Payments and/or C-PACE Lien pursuant to the terms of the assignment document.

(k) *C-PACE Assignment (Locality)* means a written assignment by the City to the Capital Provider to whom the C-PACE Loan is then due, wherein the City relinquishes and assigns its right to enforce the C-PACE Lien to the Capital Provider, substantially in the form attached as Addendum 1 to the C-PACE Lien Certificate.

(l) *C-PACE Documents* means the C-PACE Program Agreement, Financing Agreement, C-PACE Lien Certificate, C-PACE Assignment (CP) (if any), C-PACE Assignment (Locality) (if any), C-PACE Amendment (if any), and any other document, agreement, or instrument executed in connection with a C-PACE Loan.

(m) *C-PACE Lien* or *Lien* means the voluntary special assessment lien levied against the Property as security for the C-PACE Loan.

(n) *C-PACE Lien Certificate* means the voluntary special assessment lien document duly recorded among the Land Records against an Eligible Property to secure a C-PACE Loan.

(o) *C-PACE Loan* or *Loan* means a loan from a Capital Provider to finance a Project, in accordance with the Program Guidelines.

(p) *C-PACE Payment* means the periodic installment payments of the C-PACE Loan by a Property Owner, due and payable to the Capital Provider or Program Administrator as permitted by the C-PACE Act in such amounts and at such times as described in the Assessment Payment Schedule.

(q) *C-PACE Program* means the program established by the City through this chapter, in accordance with the C-PACE Act, that in coordination with the Statewide Program facilitates the financing of Eligible Improvements and provides for a C-PACE Lien to be levied and recorded against the Property to secure the C-PACE Loan.

(r) *C-PACE Program Agreement* means the agreement executed among the Property Owner, the City, the Treasurer and the Capital Provider, and their respective successors and assigns, which includes the terms and conditions for participation in the C-PACE Program and the Property Owner's acknowledgment and consent for the City to impose a voluntary special assessment, record a C-PACE Lien Certificate against the Property Owner's Eligible Property and, if the City so determines, assign the rights to enforce the C-PACE Lien and C-PACE Lien Certificate to the Capital Provider (and if so assigned, also a consent of the Treasurer to such assignment). The C-PACE Program Agreement shall be substantially in the form attached hereto as Appendix A.

(s) *Delinquent Payment* means any C-PACE Payment that was not paid by a Property Owner in accordance with the C-PACE Documents.

(t) *Eligible Improvements* means the initial acquisition and installation of any of the following improvements made to Eligible Properties:

- (1) Energy efficiency improvements;
- (2) Water efficiency and safe drinking water improvements;
- (3) Renewable energy improvements;
- (4) Resiliency improvements;
- (5) Stormwater management improvements;
- (6) Environmental remediation improvements; and
- (7) Electric vehicle infrastructure improvements.



Eligible Improvements may be made to both existing Properties and new construction, as further prescribed in this chapter and the Program Guidelines. Eligible Improvements shall include types of authorized improvements added by the General Assembly to the C-PACE Act after the date of adoption of this chapter, without need for a conforming amendment of this chapter. In addition to the elaboration on the types of Eligible Improvements provided in Sec. 30-486(a), below, a Program Administrator may include in its Program Guidelines or other administrative documentation definitions, interpretations, and examples of these categories of Eligible Improvements.

(u) *Eligible Property* or *Property* means all assessable commercial real estate located within the City, with all buildings located or to be located thereon, whether vacant or occupied, improved or unimproved, and regardless of whether such real estate is currently subject to taxation by the City, excluding (i) a residential dwelling with fewer than five (5) units, and (ii) a residential condominium as defined in Va. Code § 55.1-2000. Common areas of real estate owned by a cooperative or a property owners' association described in Va. Code Title 55.1, Subtitle IV (§55.1-1800 et seq.), that have a separate real property tax identification number are Eligible Properties. Eligible Properties shall be eligible to participate in the C-PACE Program.

(v) *Financing Agreement* means the written agreement, as may be amended, modified, or supplemented from time to time, between a Property Owner and a Capital Provider, regarding matters related to the extension and repayment of a C-PACE Loan to finance Eligible Improvements. The Financing Agreement may contain any lawful terms agreed to by the Capital Provider and the Property Owner.

(w) *Land Records* means the Land Records of the Clerk's Office.

(x) *Lender Consent* means a written subordination agreement executed by each mortgage or deed of trust lienholder with a lien on the Property that is the subject of a C-PACE Loan, which allows the C-PACE Lien to have senior priority over the mortgage or deed of trust liens.

(y) *Loan Amount* means the original principal amount of a C-PACE Loan.

(z) *Locality Agreement* means the Virginia Energy – Locality Commercial Property Assessed Clean Energy Agreement between Virginia Energy and the City, pursuant to which the City elects to participate in the Statewide Program. The Locality Agreement shall be substantially in the form attached hereto as Appendix B.

(aa) *Program Administrator* means the private third party retained by Virginia Energy to provide professional services to administer the Statewide Program in accordance with the requirements of the C-PACE Act, this chapter, the Locality Agreement and the Program Guidelines.

(bb) *Program Fee(s)* means the fee(s) authorized by the C-PACE Act and charged to participating Property Owners to cover the costs to design and administer the Statewide Program, including, without limitation, compensation of the Program Administrator. While Capital Providers are required to service their C-PACE Loans, if a Capital Provider does not do so and the

Program Administrator assumes the servicing responsibility and charges a servicing fee, the servicing fee shall also be included among the Program Fees.

(cc) *Program Guidelines* means a comprehensive document setting forth the procedures, eligibility rules, restrictions, Program Fee(s), responsibilities, and other requirements applicable to the governance and administration of the Statewide Program.

(dd) *Program Manager* means the City Manager or such person designated in writing by the City Manager to (i) supervise the City's C-PACE Program and participation in the Statewide Program, (ii) act as liaison with the Program Administrator and (iii) advise the Program Administrator as to who will sign the C-PACE Documents to which the Locality is a party on the Locality's behalf. If the employee of the City who customarily signs agreements for the Locality is not the person designated as Program Manager, then references in this Ordinance and in the C-PACE Documents to the Program Manager signing certain C-PACE Documents on behalf of the Locality shall be construed to also authorize such customary signatory for the City to execute such C-PACE Documents.

(ee) *Project* means the construction or installation of Eligible Improvements on Eligible Property.

(ff) *Property Owner* means (i) the Property Owner(s) of Eligible Property who voluntarily obtain(s) a C-PACE Loan from a Capital Provider in accordance with the Program Guidelines; or (ii) a successor in title to the Property Owner.

(gg) *Property Owner Certification* means a notarized certificate from Property Owner, certifying that (i) Property Owner is current on payments on Loans secured by a mortgage or deed of trust lien on the Property and on real estate tax payments, (ii) that the Property Owner is not insolvent or in bankruptcy proceedings, and (iii) that the title of the Property is not in dispute, as evidenced by a title report or title insurance commitment from a title insurance company acceptable to the Program Administrator and Capital Provider.

(hh) *Statewide Program* means the statewide C-PACE financing program sponsored by Virginia Energy, established to provide C-PACE Loans to Property Owners in accordance with the C-PACE Act, this chapter, the Locality Agreement, the C-PACE Documents and the Program Guidelines.

(ii) *Treasurer* means the Treasurer of the City of Charlottesville.

(jj) *Useful Life* means the normal operating life of the fixed asset.

(kk) *Virginia Code* or *Va. Code* means the Code of Virginia of 1950, as amended.

(ll) *Virginia Energy* means the Virginia Department of Energy.

**Sec. 30-485. - Effective date.**

This chapter shall become effective immediately following its adoption.

**ARTICLE II. - PROGRAM STRUCTURE**

**Sec. 30-486. - C-PACE Program; Eligible Improvements.**

(a) *C-PACE Program.* The C-PACE Program shall be available throughout the City, provided that the Property Owner, the Property, the proposed Eligible Improvements, the Capital Provider, and the principal contractors all qualify for the Statewide Program. The following types of Eligible Improvements may be financed with a C-PACE Loan:

(1) Energy usage efficiency systems (e.g., high efficiency lighting and building systems, heating, ventilation, and air conditioning (HVAC) upgrades, air duct sealing, high efficiency hot water heating systems, building shell or envelope improvements, reflective roof, cool roof, or green roof systems, and/or weather-stripping), or other capital improvements or systems which result in the reduction of consumption of energy over a baseline established in accordance with the Program Guidelines;

(2) Water usage efficiency and safe drinking water improvements (e.g., recovery, purification, recycling, and other forms of water conservation), or other capital improvements or systems which result in the reduction of consumption of water over a baseline established in accordance with the Program Guidelines;

(3) Renewable energy production facilities (e.g., solar photovoltaic, fiber optic solar, solar thermal, wind, wave and/or tidal energy, biomass, combined heat and power, geothermal and fuel cells), whether attached to a building or sited on the ground, and the storage and/or distribution of the energy produced thereby, whether for use on-site or sale or export to a utility or pursuant to a power purchase agreement with a non-utility purchaser;

(4) Resiliency improvements which increase the capacity of a structure or infrastructure to withstand or recover from natural disasters, the effects of climate change, and attacks and accidents, including, but not limited to:

- a. Flood mitigation or the mitigation of the impacts of flooding;
- b. Inundation adaptation;
- c. Natural or nature-based features and living shorelines, as defined in Va. Code § 28.2-104.1;
- d. Enhancement of fire or wind resistance, including but not limited to reinforcement and insulation of a building envelope to reduce the impacts of excessive heat or wind;
- e. Microgrids;
- f. Energy storage; and

- g. Enhancement of the resilience capacity of a natural system, structure, or infrastructure;

(5) Stormwater management improvements that reduce onsite stormwater runoff into a stormwater system, such as reduction in the quantity of impervious surfaces or providing for the onsite filtering of stormwater;

(6) Environmental remediation improvements, including but not limited to:

- a. Improvements that promote indoor air and water quality;
- b. Asbestos remediation;
- c. Lead paint removal; and
- d. Mold remediation;
- e. Soil remediation or groundwater remediation;

(7) Electric vehicle infrastructure improvements, such as charging stations;

(8) Construction, renovation, or retrofitting of a Property directly related to the accomplishment of any purpose listed in subsections (1) – (7) above, whether such Eligible Improvement was erected or installed in or on a building or on the ground; it being the express intention of the City to allow Eligible Improvements that constitute, or are a part of, the construction of a new structure or building to be financed with a C-PACE Loan; and

(9) Any other category of improvement (i) approved by the Program Administrator with the consent of the Program Manager as qualifying for financing under the Statewide Program, in accordance with the C-PACE Act (including amendments thereto which authorize additional types of Eligible Improvements), or (ii) added by the General Assembly to the C-PACE Act after the date of adoption of this chapter, without need for a conforming amendment of this chapter. In addition, a Program Administrator may include in its Program Guidelines or other administrative documentation definitions, interpretations, and examples of these categories of Eligible Improvements.

(b) *Use of C-PACE Loan proceeds.* The proceeds of a C-PACE Loan may be used to pay for the construction, development, and consulting costs directly related to Eligible Improvements, including without limitation, the cost of labor, materials, machinery, equipment, plans, specifications, due diligence studies, consulting services (e.g., engineering, energy, financial, and legal), program fees, C-PACE Loan fees, capitalized interest, interest reserves, and C-PACE transaction underwriting and closing costs.

(c) *Program applications; prioritization.* The Program Administrator shall make available the Statewide Program's program application process, to provide for the review and approval of proposed Eligible Improvements and C-PACE Documents. Program applications will be

processed by the Statewide Program in accordance with the eligibility requirements and procedures set forth in the Program Guidelines.

**Sec. 30-487. - C-PACE Loan requirements; Program Fees; reporting; Program Administrator; Program Guidelines.**

(a) *Source of Loans.* C-PACE Loans shall be originated by Capital Providers. The City and/or its respective governmental entities shall have no obligation to originate or guarantee any C-PACE Loans.

(b) *C-PACE Loan Amount thresholds.* The minimum Loan Amount that may be financed for each Project is fifty thousand dollars (\$50,000.00). There is no maximum aggregate amount that may be financed with respect to an Eligible Property, except as stipulated in the Program Guidelines. There shall be no limit on the total value of all C-PACE Loans issued under the C-PACE Program.

(c) *C-PACE Loan refinancing or reimbursement.* The Program Administrator may approve a Loan application submitted within two (2) years of the City's issuance of a certificate of occupancy or other evidence that the Eligible Improvements comply substantially with the plans and specifications previously approved by the City and that such Loan may refinance or reimburse the Property Owner for the total costs of such Eligible Improvements.

(d) *C-PACE Loan interest.* The interest rate of a C-PACE Loan shall be as set forth in the C-PACE Documents.

(e) *C-PACE Loan term.* The term of a C-PACE Loan shall not exceed the weighted average Useful Life of the Eligible Improvements, as determined by the Program Administrator.

(f) *Apportionment of costs.* All of the costs incidental to the financing, administration, collection, and/or enforcement of the C-PACE Loan shall be borne by the Property Owner.

(g) *Financing Agreements.* Capital Providers may use their own Financing Agreements for C-PACE Loans, but the Financing Agreement may not conflict with the provisions of this chapter, the C-PACE Act, or the C-PACE Program Agreement. To the extent of any conflict, this chapter, the C-PACE Act, and the C-PACE Program Agreement shall prevail.

(h) *C-PACE Program Agreement.* In order to participate in the C-PACE Program, Property Owner and Capital Provider shall enter into a C-PACE Program Agreement, which sets forth certain terms and conditions for participation in the C-PACE Program. The Program Manager is authorized to approve the C-PACE Loan and execute the C-PACE Program Agreement on behalf of the City without further action by the City Council. The Treasurer is also authorized to execute the C-PACE Program Agreement without further action by the City Council. The C-PACE Program Agreement shall be binding upon the parties thereto and their respective successors and assigns until the C-PACE Loan is paid in full. The Program Administrator may modify the C-PACE Program Agreement as necessary to further the Statewide Program's purpose and to

encourage Program participation, so long as such modifications do not conflict with the Program Guidelines, this chapter, the Locality Agreement, or the C-PACE Act.

(i) *Repayment of C-PACE Loan; collection of C-PACE Payments.* C-PACE Loans will be repaid by the Property Owner through C-PACE Payments made in the amounts and at such times as set forth in the Assessment Payment Schedule, the C-PACE Documents and Program Guidelines. The Capital Provider shall be responsible, subject to and in accordance with the terms of the C-PACE Program Agreement and other C-PACE Documents, for the servicing of the C-PACE Loans and the collection of C-PACE Payments. If a Capital Provider fails to service a C-PACE Loan, such C-PACE Loan shall be serviced by the Program Administrator. Nothing herein shall prevent the Capital Provider or the Program Administrator from directly billing and collecting the C-PACE Payments from the Property Owner to the extent permitted by the C-PACE Act or other applicable law. The enforcement of C-PACE Loans and their C-PACE Documents during an event of default thereunder is governed by Section 483-6(e).

(j) *C-PACE Loan assumed.* A party which acquires a Property which is subject to a C-PACE Lien, whether it obtained ownership of the Property voluntarily or involuntarily, becomes the Property Owner under the C-PACE Documents and, by virtue of the C-PACE Lien running with the land, assumes the obligation to repay all remaining unpaid C-PACE Payments which are due and which accrue during such successor Property Owner's period of ownership. Only the current C-PACE Payment and any Delinquent Payments, together with any penalties, fees and costs of collection, shall be payable at the settlement of a Property upon sale or transfer, unless otherwise agreed to by the Capital Provider.

(k) *Transfer of C-PACE Loans.* C-PACE Loans may be transferred, assigned, or sold by a Capital Provider to another Capital Provider at any time until the C-PACE Loan is paid in full provided that the Capital Provider shall (i) notify the Property Owner and the Program Administrator of the transfer prior to the billing date of the next C-PACE Payment due (and within thirty (30) days if the C-PACE Loan is serviced by the Program Administrator), (ii) record a C-PACE Assignment (CP) among the Land Records, and (iii) deliver a copy of the recorded C-PACE Assignment (CP) to the Property Owner, the City, and the Program Administrator. Recordation of the C-PACE Assignment (CP) shall constitute an assumption by the new Capital Provider of the rights and obligations of the original Capital Provider contained in the C-PACE Documents.

(l) *Program Fees.* The Statewide Program is self-financed through the Program Fees charged to participating Property Owners, together with any funds budgeted by the General Assembly to support the Statewide Program. The Program Fees are established to cover the actual and reasonable costs to design and administer the Statewide Program, including the compensation of a third-party Program Administrator. The amount(s) of the Program Fees shall be set forth in the Program Guidelines. Program Fees may be changed by the Program Administrator from time to time and shall only apply to C-PACE Loans executed after the date the revised fees are adopted.

(m) *Locality Agreement.* The City shall opt into the Statewide Program by entering into the Locality Agreement, adopting the Statewide Program as the City's own C-PACE Program. In accordance with the C-PACE Act, opting into the C-PACE Program shall not require the City to

conduct a competitive procurement process. The Program Manager is authorized to execute the Locality Agreement on behalf of the City without further action by the City Council.

(n) *Program Guidelines.* The Program Administrator, under the direction of and in consultation with Virginia Energy, has designed the Program Guidelines to create an open, competitive and efficient C-PACE Program. The Program Administrator may modify the Program Guidelines from time to time, provided such amendments are (i) consistent with the C-PACE Act and (ii) approved by Virginia Energy before taking effect.

(o) *Indemnification.* The Program Administrator shall indemnify, defend, and hold the City harmless against any claim brought against the City or any liability imposed on the City as a result of any action or omission to act by the Program Administrator.

**Sec. 30-488. - Levy of assessment; recordation; priority; amendment; enforcement and collection costs.**

(a) *Levy of voluntary special assessment lien.* Each C-PACE Loan made under the C-PACE Program shall be secured by a voluntary special assessment lien (i.e., a C-PACE Lien) levied by the City against each Property benefitting from the Eligible Improvements financed by such C-PACE Loan. The C-PACE Lien shall be in the Loan Amount but shall secure not only the principal of the C-PACE Loan, but also all interest, delinquent interest, late fees, penalties, Program Fees and collection costs (including attorneys' fees and costs) payable in connection therewith.

(b) *Recordation of C-PACE Lien Certificate.* Each C-PACE Lien shall be evidenced by a C-PACE Lien Certificate in the Loan Amount but shall also expressly state that it also secures all interest, delinquent interest, late fees, other types of fees, penalties, and collection costs (including attorneys' fees and costs) payable in connection therewith, and a copy of the Assessment Payment Schedule shall be attached thereto as an exhibit. The Program Manager is hereby authorized to, and shall promptly, execute the C-PACE Lien Certificate on behalf of the City and deliver it to the Capital Provider, without any further action by the City Council. Upon the full execution of the C-PACE documents and funding of the C-PACE Loan, the Capital Provider shall cause the recordation of the C-PACE Lien Certificate in the Land Records.

(c) *Priority.* The C-PACE Lien shall have the same priority as a real property tax lien against real property, except that it shall have priority over any previously recorded mortgage or deed of trust lien on the Property only if prior to the recording of the C-PACE Lien, (i) Property Owner has obtained a written Lender Consent, in a form and substance acceptable to the holder of such prior mortgage or deed of trust in its sole and exclusive discretion, executed by such lienholder and recorded with the C-PACE Lien Certificate in the Land Records; and (ii) prior to the recording of the C-PACE Lien Certificate, Property Owner has delivered an executed Property Owner Certification to the City in connection with the C-PACE Loan closing. Only the current C-PACE Payment and any Delinquent Payments shall constitute a first lien on the Property. The C-PACE Lien shall run with the land and that portion of the C-PACE Lien under the C-PACE Program Agreement that has not yet become due shall not be eliminated by foreclosure of a real property tax lien.

(d) *Amendment of lien.* Upon written request by a Capital Provider in accordance with the Program Guidelines, the Program Manager, without any further action by the City Council, shall join with the Capital Provider and the Property Owner in executing a C-PACE Amendment of the C-PACE Loan and the C-PACE Lien after the closing of a C-PACE Loan. The C-PACE Amendment shall be recorded in the Land Records.

(e) *Enforcement and collection costs.* In the event of Property Owner's default under the terms of the C-PACE Documents, the City, acting by and through the Treasurer, may enforce the C-PACE Lien for the amount of the Delinquent Payments, late fees, penalties, interest, and any costs of collection in the same manner that a property tax lien against real property may be enforced under Title 58.1, Chapter 39, Article 4 of the Virginia Code. Va. Code Sec. 58.1-3965.1 shall be applied to the sale of any Property to enforce a C-PACE Lien to collect Delinquent Payments.

If the City elects not to enforce the C-PACE Lien, which election shall be made within thirty (30) days of receipt by the City from the Capital Provider of notice of the Property Owner's default under the terms of the C-PACE Documents, then the City, acting by and through the Treasurer, shall, within fifteen (15) days of the City's determination not to enforce the C-PACE Lien, assign the right to enforce the C-PACE Lien in accordance with the terms of the C-PACE Documents to the Capital Provider by executing a C-PACE Assignment (Locality) and delivering such instrument to the Capital Provider for recordation in the Land Records. The preceding sentence notwithstanding, a C-PACE Assignment (Locality) may be executed and recorded at any time during the term of the C-PACE Loan, including at the C-PACE Loan's closing, regardless of whether the C-PACE Loan is then in default. Upon such assignment and recordation, the Capital Provider is authorized to, and shall, enforce the C-PACE Lien according to the terms of the C-PACE Documents, in the same manner that a property tax lien against real property may be enforced under Title 58.1, Chapter 39 of the Virginia Code, including the institution of suit in the name of the City and its Treasurer, and this right to enforce expressly includes authorization for the Capital Provider to engage legal counsel to advise the Capital Provider and conduct all aspects of such enforcement. Such legal counsel, being authorized to institute suit in the name of the City and its Treasurer, shall have the status of "Special Counsel to the City and its Treasurer" and an "attorney employed by the governing body," and possess all the rights and powers of an attorney employed under Va. Code Secs. 58.1-3966 and 58.1-3969, with the express authority to exercise for the benefit of the Capital Provider every power granted to a local government and/or its Treasurer and its or their attorneys for the enforcement of a property tax lien under, or in connection with, any provision contained in Title 58.1, Chapter 39, Article 4 of the Virginia Code. The City, on its behalf and on behalf of the Treasurer, waives its right to require such legal counsel to post the optional bond described in Va. Code Sec. 58.1-3966. All collection and enforcement costs and expenses (including legal fees and costs), interest, late fees, other types of fees, and penalties charged by the City or Capital Provider, as applicable and consistent with the C-PACE Act and the Virginia Code, shall (i) be added to the Delinquent Payments being collected, (ii) become part of the aggregate amount sued for and collected, (iii) be added to the C-PACE Loan, and (iv) be secured by the C-PACE Lien. Nothing herein shall prevent the Capital Provider to which the C-PACE Lien has been assigned from enforcing the C-PACE Lien to the fullest extent permitted by the C-PACE Documents, the C-PACE Act or general law. The Property Owner of a Property being sold to pay Delinquent Payments, or other interested party, may redeem the



Property at any time prior to the Property's sale, in accordance with Va. Code Secs. 58.1-3974 and 58.1-3975.

**Sec. 30-489. - Role of the City of Charlottesville; limitation of liability.**

Property Owners and Capital Providers participate in the C-PACE Program and the Statewide Program at their own risk. By executing the C-PACE Documents, including the C-PACE Program Agreement, or by otherwise participating in the C-PACE Program and the Statewide Program, the Property Owner, Capital Provider, contractor, or other party or participant acknowledge and agree, for the benefit of the City and as a condition of participation in the C-PACE Program and the Statewide Program, that: (i) the City undertakes no obligations under the C-PACE Program and the Statewide Program except as expressly stated herein or in the C-PACE Program Agreement; (ii) in the event of a default by a Property Owner, the City has no obligation to use City funds to make C-PACE Payments to any Capital Provider including, without limitation, any fees, expenses, and other charges and penalties, pursuant to a Financing Agreement between the Property Owner and Capital Provider; (iii) no C-PACE Loan, C-PACE Payment, C-PACE Lien, or other obligation arising from any C-PACE Document, the C-PACE Act, or this chapter shall be backed by the credit of the City, the Commonwealth, or its political subdivisions, including, without limitation, City taxes or other City funds; (iv) no C-PACE Loan, C-PACE Payment, C-PACE Lien or other obligation arising from any C-PACE Document, the C-PACE Act, or this chapter shall constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction; (v) the City has not made any representations or warranties, financial or otherwise, concerning a Property Owner, Eligible Property, Project, Capital Provider, or C-PACE Loan; (vi) the City makes no representation or warranty as to, and assumes no responsibility with respect to, the accuracy or completeness of any C-PACE Document, or any assignment or amendment thereof; (vii) the City assumes no responsibility or liability in regard to any Project, or the planning, construction, or operation thereof; (viii) each Property Owner or Capital Provider shall, upon request, provide the City with any information associated with a Project or a C-PACE Loan that is reasonably necessary to confirm that the Project or C-PACE Loan satisfies the requirements of the Program Guidelines; and (ix) each Property Owner, Capital Provider, or other participant under the C-PACE Program, shall comply with all applicable requirements of the Program Guidelines.

**Sec. 30-490. - Severability.**

The provisions of this chapter are severable. If a court of competent jurisdiction determines that a word, phrase, clause, sentence, paragraph, subsection, section, or other provision is invalid, or that the application of any part of the chapter or provision to any person or circumstance is invalid, the remaining provisions of this chapter shall not be affected by that decision and continue in full force and effect.

**Appendix A – C-PACE Program Agreement**

**Appendix B – C-PACE Locality Agreement**

Aye    No  
Payne  
Pinkston  
Snook  
Wade  
Oschrin

Approved by Council  
October \_\_\_\_, 2024

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Kyna Thomas, MMC  
Clerk of Council

Suggested Motion: I move to pass this ordinance and authorize the City to opt into the statewide C-Pace Program, with the City Manager authorized to execute both a C-PACE Agreement with Virginia Energy, and C-Pace program agreements with capital providers.

**COMMERICAL PROPERTY ASSESSED  
CLEAN ENERGY (C-PACE) FINANCING PROGRAM**

**C-PACE PROGRAM AGREEMENT**

**THIS C-PACE PROGRAM AGREEMENT** (the “Agreement”) is made and entered into as of the date it is fully executed (the “Effective Date”), by and among the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “City”); the **TREASURER OF THE CITY** (the “Treasurer”); \_\_\_\_\_, a *[state of organization]* *[type of business entity]* (the “Property Owner”); and \_\_\_\_\_, a *[state of organization]* *[type of business entity]* (the “Capital Provider”), and their respective successors and assigns (collectively, the “Parties”).

**RECITALS:**

**WHEREAS**, §15.2-958.3 of the Virginia Code (the “C-PACE Act”), authorizes the creation of a statewide Commercial Property Assessed Clean Energy (“C-PACE”) Program (the “Statewide Program”), sponsored by Virginia Energy and managed by the Virginia PACE Authority, its selected program administrator (the “Program Administrator”), and authorizes Virginia localities to opt into the Statewide Program instead of establishing a stand-alone C-PACE Program for the locality; and

**WHEREAS**, the Statewide Program facilitates Capital Providers making C-PACE Loans to Property Owners to enable the Property Owners to make Eligible Improvements to Eligible Properties; and

**WHEREAS**, each C-PACE Loan is secured by a Property Owner’s voluntary grant of a C-PACE Lien on an Eligible Property to the locality in which the Eligible Property is located; and

**WHEREAS**, the City has determined to enable Property Owners to obtain C-PACE Loans for Eligible Improvements located on Eligible Properties in the City by causing the City to opt into the Statewide Program, adopting the Statewide Program as the City’s own C-PACE Program, and to implement such determination, the Council of the City has adopted Chapter 30, Article XX of the City Code (the “Ordinance”); and

**WHEREAS**, pursuant to the C-PACE Act, the Ordinance, a Locality Agreement between Virginia Energy and the City and the Program Guidelines, the Parties are required to enter into a written agreement specifying the terms and conditions for participating in the Statewide Program;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth herein and to implement the purposes of the C-PACE Act and the Ordinance, the Parties hereby agree as follows:

**Section 1 - Definitions.**

Unless otherwise defined herein, capitalized terms in this Agreement shall have the meanings given them in the Ordinance.

## **Section 2 – Representations and Covenants.**

(a) Property Owner represents and covenants that it is the fee simple record owner of the Eligible Property more particularly described in Exhibit A hereto (the “Property”).

(b) Property Owner represents and covenants that (i) it has applied to participate in the Statewide Program, (ii) the Program Administrator has given notice to the City of its approval of Property Owner’s application for C-PACE financing and (iii) desires to obtain a C-PACE Loan to construct or install certain Eligible Improvements on the Property.

(c) Property Owner represents and covenants that it has entered or will enter into a Financing Agreement with the Capital Provider that sets forth the terms of the C-PACE Loan. The Assessment Payment Schedule for the C-PACE Loan is set forth in Exhibit B hereto. Property Owner and Capital Provider acknowledge and agree that the Financing Agreement shall include only those costs and fees (including Program Fees) for which a C-PACE Lien may be imposed under the C-PACE Act and the Ordinance.

(d) The Parties acknowledge and agree that should Property Owner default on the C-PACE Loan, the City, acting through its Treasurer, may enforce the C-PACE Lien for the benefit of Capital Provider according to the C-PACE Documents, the C-PACE Act, the Locality Agreement and the Ordinance. If the City, acting through its Treasurer, determines not to enforce the C-PACE Lien, which determination shall be made within thirty (30) days of receipt by the City from the Capital Provider of notice of the Property Owner’s default under the terms of the C-PACE Documents, then the City shall, within fifteen (15) days of the City’s determination not to enforce the C-PACE Lien, assign the right to enforce the C-PACE Lien in accordance with the terms of the C-PACE Documents to the Capital Provider by executing a C-PACE Assignment (Locality) and deliver such instrument to the Capital Provider for recordation in the Land Records. The preceding sentence notwithstanding, a C-PACE Assignment (Locality) may be executed and recorded at any time during the term of the C-PACE Loan, including at the C-PACE Loan’s closing, regardless of whether the C-PACE Loan is then in default.

(e) Property Owner and Capital Provider confirm that they have obtained Lender Consents for each deed of trust or mortgage lien against the Property.

## **Section 3 – Program Terms and Conditions.**

(a) C-PACE Loan. The Capital Provider will provide financing for the Property Owner’s Eligible Improvements in accordance with the C-PACE Documents.

(b) Program Fee(s): Property Owner agrees that Program Fee(s) will be [paid directly by Property Owner to the Program Administrator][deducted from C-PACE Loan proceeds at funding and remitted by Capital Provider to the Program Administrator][deducted from C-PACE Payments and remitted by Capital Provider to the Program Administrator] in accordance with the C-PACE Documents and the Program Guidelines and in the amount of \$\_\_\_\_\_, as follows:

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(c) Imposition of C-PACE Lien. In consideration for the C-PACE Loan provided to Property Owner under the Program, Property Owner hereby requests and authorizes the City to levy a C-PACE Lien against the Property in the Loan Amount, together with all interest, delinquent interest, late fees, other types of fees, penalties and collection costs (including attorneys' fees and costs) payable in connection therewith. To evidence the C-PACE Lien, Property Owner requests that the City execute a C-PACE Lien Certificate that will be recorded in the Land Records of the City, which C-PACE Lien Certificate shall state that it secures both the Loan Amount and also all interest, delinquent interest, late fees, other types of fees, penalties, Program Fees and collection costs (including attorneys' fees and costs) payable in connection therewith, and a copy of the Assessment Payment Schedule shall be attached thereto as an exhibit.

(d) C-PACE Payments. The C-PACE Loan is due and payable to the Capital Provider [or the City for the benefit of the Capital Provider] as set forth in the Assessment Payment Schedule and remitted as follows: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Once the C-PACE Loan, including all accrued interest (both current and delinquent), late fees, other types of fees, penalties, collection costs and Program Fees, has been satisfied and paid in full, Capital Provider and the City, acting at the request and direction of Capital Provider (which shall certify such payment in full to the City, shall execute a joint release of the C-PACE Lien Certificate, and the Capital Provider shall record the release in the Land Records and deliver a copy of the recorded release to Property Owner and the City.

(e) Remittance of C-PACE Payments to Capital Provider: The C-PACE Loan shall be serviced by the Capital Provider, and Property Owner's C-PACE Payments shall be paid directly to its Capital Provider. The foregoing notwithstanding, if for any reason Property Owner's C-PACE Payments are payable to the Program Administrator or the City or its Treasurer, then the party receiving such C-PACE Payments shall remit all such payments to the Capital Provider within thirty (30) days of receipt, subject, if applicable, to the deduction and remittance of the Program Fees to the Program Administrator as set forth in Section 3(b), above, the C-PACE Documents and the Program Guidelines.

(f) Maintenance of Assessment. The City agrees to maintain and continue the C-PACE Lien on the Property for the benefit of Capital Provider until the C-PACE Loan, including all principal, interest, fees, other types of fees, penalties, collection costs and Program Fees and other sums due, is paid in full.

(g) Assignment. Capital Provider shall have the right to assign the C-PACE Loan and C-PACE Lien to a successor Capital Provider by the execution, delivery and recordation of a C-PACE Assignment (CP) in the Land Records, provided all of the following conditions are met:

(1) The C-PACE Assignment (CP) is made pursuant to the requirements of the

Ordinance and the Program Guidelines;

(2) The Program Administrator and Property Owner are notified in writing of the assignment or transfer and provided the address where future C-PACE Payments should be mailed, either at closing, if the assignment occurs then, or at least thirty (30) days before the next Payment is due according to the Assessment Payment Schedule; and

(3) The assignee or transferee, by operation of the C-PACE Assignment (CP) or otherwise, assumes Capital Provider's obligations under the C-PACE Documents.

(4) If for any reason C-PACE Payments are being paid to the City or its Treasurer, neither of them shall be obligated to remit C-PACE Payments to a new Capital Provider to which the C-PACE Loan is being assigned until a recorded copy of the C-PACE Assignment (CP) has been provided to the City and its Treasurer at the following address[es]:

City:

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Treasurer:

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Upon written notice to the Program Administrator and Property Owner of an assignment or transfer of the right to receive the C-PACE Payments that meets all of these conditions, the assignor shall be released of all of the obligations of the Capital Provider under the C-PACE Documents accruing after the date of the assignment. Any attempt to assign or transfer the C-PACE Loan or C-PACE Lien that does not meet all of these conditions is void.

(h) Lien Priority and Enforcement. Pursuant to the C-PACE Act, the Ordinance and the Program Guidelines:

(1) Delinquent Payments on the C-PACE Loan will incur interest and penalties as set forth in the C-PACE Documents.

(2) The C-PACE Lien, together with any penalties and interest thereon:

- (i) has the same priority status as a lien for City real estate taxes;
- (ii) has superior lien status to all subordinated liens against the Property from the date on which the C-PACE Lien Certificate is filed in the Land Records until the financing secured by the C-PACE Lien and

any penalties and interest are paid in full;

- (iii) shall run with the land, and notwithstanding Va. Code Sec. 58.1-3967, any portion of the C-PACE Lien that has not yet become due under the C-PACE Documents is not eliminated by the foreclosure of: (i) a City property tax lien, or (ii) the lien for any past due portion of the C-PACE Loan.
- (iv) In the event of a sale or transfer of the Property by Property Owner, the obligation for the C-PACE Lien and Property Owner's obligations under the C-PACE Documents will be assumed by and transferred to the succeeding owner.

(3) In the event of Property Owner's default under the terms of the C-PACE Documents, the City, acting by and through the Treasurer, may enforce the C-PACE Lien for the amount of the Delinquent Payments, late fees, penalties, interest, and any costs of collection in the same manner that a property tax lien against real property may be enforced under Title 58.1, Chapter 39, Article 4 of the Virginia Code. Va. Code Sec. 58.1-3965.1 shall be applied to the sale of any Property to enforce a C-PACE Lien to collect Delinquent Payments. Capital Provider agrees to cooperate with the City and its Treasurer in its enforcement of the C-PACE Lien by providing all necessary documents and information concerning the delinquent C-PACE Loan as requested by the City Attorney's Office. If the City, acting through its Treasurer, determines not to enforce the C-PACE Lien itself, which determination shall be made within thirty (30) days of receipt by the City from the Capital Provider of notice of the Property Owner's default under the terms of the C-PACE Documents, then the City, acting by and through the Treasurer, shall, within fifteen (15) days of the City's determination not to enforce the C-PACE lien, assign the right to enforce the C-PACE Lien in accordance with the terms of the C-PACE Documents to the Capital Provider by executing a C-PACE Assignment (Locality) and deliver such instrument to the Capital Provider for recordation in the Land Records. The preceding sentence notwithstanding, a C-PACE Assignment (Locality) may be executed and recorded at any time during the term of the C-PACE Loan, including at the C-PACE Loan's closing, regardless of whether the C-PACE Loan is then in default. Upon such assignment and recordation, the Capital Provider is authorized to, and shall, enforce the C-PACE Lien according to the terms of the C-PACE Documents, in the same manner that a property tax lien against real property may be enforced under Title 58.1, Chapter 39 of the Virginia Code, including the institution of suit in the name of the City and its Treasurer, and this right to enforce expressly includes authorization for the Capital Provider to engage legal counsel to advise the Capital Provider and conduct all aspects of such enforcement. Such legal counsel, being authorized to institute suit in the name of the City and its Treasurer, shall have the status of "Special Counsel to the City and its Treasurer" and an "attorney employed by the governing body," and possess all the rights and powers of an attorney employed under Va. Code Secs. 58.1-3966 and 58.1-3969, with the

express authority to exercise for the benefit of the Capital Provider every power granted to a local government or its Treasurer and its or their attorneys for the enforcement of a property tax lien under, or in connection with, any provision contained in Title 58.1, Chapter 39, Article 4 of the Virginia Code. The City, on its behalf and on behalf of the Treasurer, waives its right to require such legal counsel to post the optional bond described in Va. Code Sec. 58.1-3966. All collection and enforcement costs and expenses (including legal fees and costs), interest, late fees, other types of fees, and penalties charged by the City or Capital Provider, as applicable and consistent with the C-PACE Act and the Virginia Code, shall (i) be added to the Delinquent Payments being collected, (ii) become part of the aggregate amount sued for and collected, (iii) be added to the C-PACE Loan, and (iv) be secured by the C-PACE Lien. Nothing herein shall prevent the Capital Provider to which the C-PACE Lien has been assigned from enforcing the C-PACE Lien to the fullest extent permitted by the C-PACE Documents, the C-PACE Act or general law. The Property Owner of a Property being sold to pay Delinquent Payments, or other interested party, may redeem the Property at any time prior to the Property's sale, in accordance with Va. Code Secs. 58.1-3974 and 58.1-3975.

(4) In a bill in equity for sale of a Property to collect Delinquent Payments, the City will be entitled to recover the Delinquent Payments, late fees, other types of fees, penalties, Program Fees, interest due, and the costs and expenses of collection, including attorney's fees and costs, all as set forth in the C-PACE Documents.

(i) Property Owner's Waiver of Certain Defenses; Confession of Judgment: By executing this Agreement, Property Owner acknowledges and agrees as follows:

- (1) After the C-PACE Lien Certificate is recorded, Property Owner waives the right to contest the Lien on the basis that the improvements funded with the C-PACE Loan are not Eligible Improvements;
- (2) Property Owner waives all defenses, affirmative or otherwise, to any enforcement or collection action brought as a result of Property Owner's default in the payment of the C-PACE Payments due pursuant to the C-PACE Documents;
- (3) To the extent permitted by the Financing Agreement, Property Owner waives all defenses to the imposition of personal liability for corporate officers as permitted under Section 58.1-3965(F) of the Virginia Code;
- (4) Property Owner shall provide a confession of judgment if requested by the Capital Provider.

(j) Written Contract Required by the C-PACE Act and Ordinance. This C-PACE Program Agreement constitutes the written contract specifying the terms and conditions for C-PACE Program participation as required by §15.2-958.3(A)(7) of the C-PACE Act.



(k) Transfer of C-PACE Funded Improvements. Property Owner agrees that all Improvements purchased, constructed, or installed through financing obtained pursuant to the C-PACE Program shall be permanently affixed to the Property and will transfer with the Property to the transferee in the event of and sale or assignment of the Property; provided, however, that if Improvements become obsolete or the Property Owner otherwise determines they need to be replaced with other Improvements of equal or greater value, such Improvements may be removed and other Improvements of equal or greater value installed.

(l) No Cost to City. No provision of this Agreement requires the City to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

(m) Term of the Agreement. The term of this Agreement shall commence upon the Effective Date and shall be in full force and effect until the C-PACE Loan has been irrevocably paid in full.

#### **Section 4 - Indemnification.**

Without limiting any other obligation or liability of the Property Owner, or any right or remedy of the Capital Provider or the City, Property Owner agrees to indemnify and hold harmless the Capital Provider and the City, their councilors, directors, officers, employees, agents, subsidiaries, and affiliates (each, an “Indemnified Party”), from and against all damages, losses, settlement payments, obligations, liabilities, claims, suits, penalties, assessments, citations, directives, demands, judgments, actions or causes of action, whether created by statute or common law, including all costs and expenses, including attorneys’ fees, arising from or associated with this C-PACE Loan transaction. This section shall survive the expiration of the Term of this Agreement.

#### **Section 5 - Miscellaneous Provisions.**

(a) Construction. This Agreement is to be construed in accordance with and with reference to the C-PACE Act, the Ordinance, the Locality Agreement and the Program Guidelines.

(b) Further Assurances. Property Owner further covenants and agrees to do, execute and deliver, or cause to be done, executed and delivered all such further acts for implementing the intention of this Agreement as may be reasonably necessary or required.

(c) Severability. If the C-PACE Act, the Ordinance, the Locality Agreement or any clause, provision, or section of this Agreement, is challenged and held by a court of competent jurisdiction to be unenforceable by the City or Capital Provider, Property Owner agrees to continue to make the C-PACE Payments required under the C-PACE Documents and agrees to execute any and all documentation to perfect and enforce the C-PACE Loan as required by the City or Capital Provider. The invalidity of any clause, provision, or section of this Agreement shall not affect any remaining clauses, provisions, or sections of this Agreement, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision, or section had not been included herein.

(d) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument. Electronically transmitted and digitally signed signatures shall have the same force and effect as, and shall be treated as, a “wet ink” original signature.

(e) Notices. All notices, requests, consents and other communications (collectively, “Notices”) shall be in writing and shall be delivered, mailed by first class mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

If to the City:

City of Charlottesville  
PO Box 911  
Charlottesville, VA 22902

Attention: Kristel Riddervold  
C-PACE Program Manager  
Tel 434-970-3631  
[riddervold@charlottesville.gov](mailto:riddervold@charlottesville.gov)

If to the Property Owner:

[Address]

If to the Capital Provider:

[Address]

If to the Program Administrator:

Virginia PACE Authority  
c/o Gather Newport News  
700 Tech Center Pkwy, Suite 200  
Newport News, VA 23606

Attention: Abigail C. Johnson  
Executive Director  
Tel: 757-603-3555  
[abby@virginiapace.com](mailto:abby@virginiapace.com)

Notice by e-mail under this paragraph is only permitted if each party listed above has furnished its respective e-mail address as part of its notice address above. By doing so, each such party agrees, for itself and its successors and assigns, to supply to each of the other Parties any replacement e-mail address within two (2) business days of its adoption, by a permitted means other than e-mail. All Notices are effective when received.

(f) Amendment and Waivers. Except as otherwise set forth in this Agreement, any amendment to or waiver of any provision of this Agreement must be in writing and mutually agreed by the Parties.

(g) Applicable Law and Venue. This Agreement and its provisions shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. In any action, in equity or at law, with respect to the enforcement or interpretation of this Agreement, venue shall be in the ~~City of Richmond~~ City of Charlottesville.

(h) Successors and Assigns. This Agreement is binding upon and made for the benefit of the Property Owner, the Capital Provider, the City and its Treasurer, and their respective successors and permitted assigns.

(i) Entire Agreement. This instrument constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings and agreements between the Parties relating to the subject matter of this Agreement.

(j) Headings. The headings in this Agreement are solely for convenience, do not constitute a part of this Agreement and do not affect its meaning or construction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS.]

**IN WITNESS WHEREOF**, the City, its Treasurer, the Property Owner and the Capital Provider have each caused this Agreement to be executed on the date(s) entered below:

**CITY OF CHARLOTTESVILLE, VIRGINIA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**TREASURER OF THE CITY OF CHARLOTTESVILLE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES CONTINUE ON NEXT PAGE]

**PROPERTY OWNER:**  
[insert Property Owner’s name]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES CONTINUE ON NEXT PAGE]

**CAPITAL PROVIDER:**

[insert Capital Provider’s name]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit A**  
**Property Description**

**Exhibit B**  
**Assessment Payment Schedule**

(100508678.8)



## **VIRGINIA ENERGY – LOCALITY COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the CITY OF CHARLOTTESVILLE, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the “Locality”), and the Virginia Department of Energy (“Virginia Energy”), a public agency of the Commonwealth of Virginia.

### **RECITALS**

1. Pursuant to § 15.2-958.3. of the Code of Virginia, entitled “Financing clean energy, resiliency, and stormwater management programs” (“C-PACE Act”), Locality has exercised its right to authorize contracts to provide C-PACE loans through the adoption of a C-PACE ordinance (“Ordinance”), attached hereto as Exhibit 1.
2. Pursuant to the C-PACE Act and Ordinance, Locality has agreed to opt into the statewide C-PACE loan program sponsored by Virginia Energy (“Virginia C-PACE Program”) and administered by a competitively selected private program administrator (“Program Administrator”). The current Program Administrator and its contact information are set forth on Exhibit 2 attached hereto.
3. The Virginia C-PACE Program provides the Locality with a uniform process for the application, approval, closing and servicing of C-PACE loans and with outreach and training support to promote the program to property owners. A Locality participating in the Virginia C-PACE Program agrees to adopt the set of legal and administrative documents and to abide by the requirements of the statewide C-PACE Program Guidelines (“Program Guidelines”) attached hereto as Exhibit 3.

**NOW THEREFORE**, to implement the local C-PACE Ordinance, the Locality hereby opts into the Virginia C-PACE Program sponsored by Virginia Energy and managed and operated by Virginia Energy’s Program Administrator, on the terms set forth hereinbelow and in accordance with the program design detailed in the Program Guidelines.

### **ARTICLE 1**

(a) **Term.** The term of this Agreement shall commence upon the date the last party executes the Agreement. This Agreement shall remain in full force and effect until either Virginia Energy terminates the Virginia C-PACE Program or the Locality opts out of the Virginia C-PACE Program. Either party may terminate this Agreement at any time upon ninety (90) days’ advance written notice to the other party, provided that the collection of C-PACE Lien payments for C-PACE loans made prior to the termination date shall continue until all C-PACE Lien payments (including the interest, penalties, and fees thereon) have been collected and all such C-PACE loans have been paid in full.

(b) Servicing of C-PACE Loans. C-PACE Loans shall be serviced by their respective capital provider, in accordance with the Ordinance and the Program Guidelines.

(c) Enforcement of C-PACE Liens. The Locality has agreed to delegate enforcement of the C-PACE Lien to a third party in accordance with the C-PACE Act, the obligations of which are described in the Ordinance and the Program Guidelines.

(d) Cooperation in Operating C-PACE Program. The Locality shall cooperate with the Program Administrator in the latter's operation of the C-PACE Program in the Locality. This cooperation shall include, but not be limited to the Locality:

(i) designating (A) an employee of the Locality to serve as Program Manager, and if the Program Manager wishes to delegate some or all of the duties assigned to the Program Manager, identifying the Program Manager's designee and promptly communicating the contact information for the Program Manager and any designee to the Program Administrator and (B) which employee(s) of the Locality will sign documents requiring the Locality's signature for C-PACE Loan closings;

(ii) complying with the review and other periods of time prescribed for the Locality to take a required action specified in the Program Guidelines;

(iii) taking reasonable steps to procure the timely participation of the Locality's Treasurer (or comparable official if the Locality has abolished the office of Treasurer or the Locality's Treasurer is not responsible for the collection of real property taxes) in the processes and procedures described in the Program Guidelines and the Ordinance as involving the Treasurer, it being understood that such processes and procedures are based on the collection of C-PACE Payments in the same manner as real property taxes; and

(iv) in the discretion of the Locality, providing reasonable assistance in jointly promoting the Locality's C-PACE Program to lenders, contractors and businesses located in, or considering locating in, the Locality.

## **ARTICLE 2**

### **MISCELLANEOUS PROVISIONS**

(a) Model Ordinance. The Locality represents and warrants to Virginia Energy and its Program Administrator that the Ordinance substantially conforms to model ordinance adopted by the Program Administrator for use in the Virginia C-PACE Program and furnished to the Locality.

(b) Non-Assignability. The Locality may not assign or transfer its rights or obligations under this Agreement without prior written consent of Virginia Energy; provided, however, that this paragraph shall not be construed to apply to, or restrict, the assignment of C-PACE Liens in accordance with the Locality's Ordinance and related C-PACE Documents.

(c) Locality Acknowledgments. The Locality acknowledges and agrees that: (i) Virginia Energy has employed the Program Administrator to carry out Virginia Energy's

obligations under this Agreement and the Virginia C-PACE Program generally; (ii) if Virginia Energy replaces the Program Administrator listed on Exhibit 2, then the successor Program Administrator will succeed to the rights, duties and obligations of the Program Administrator, except to the extent specified in Virginia Energy's agreements with such Program Administrators; (iii) for purposes of this Agreement and the Locality's C-PACE program, the Program Administrator shall speak and act for Virginia Energy and that any notices required under the terms of this Agreement to be sent to Virginia Energy shall also be sent to the Program Administrator; (iv) the Program Administrator is made a third party beneficiary of this Agreement, and by accepting the benefits of such status, shall be deemed to have covenanted with the Locality to adhere to and comply with its obligations under the Program Guidelines in administering the Locality's C-PACE Program; and (v) the Program Administrator is entitled to be paid by Property Owners (the Locality having no liability therefor) the Program Fees set forth from time in the Program Guidelines.

(d) Non-waiver; Amendment. Any waiver of any provision of this Agreement must be in writing and mutually agreed to by Virginia Energy and the Locality. Except for a specific provision of this Agreement which is amended, this Agreement shall remain in full force and effect after such amendment and is subject to the same laws, obligations, conditions, provisions, rules, and regulations as it was before the amendment.

(e) Severability. If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.

(f) Counterparts; Scanned and Digital Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument. Scanned signatures (e.g., a "PDF" document) and digital signatures (e.g., DocuSign) shall have the same force, effect and validity as an original signature.

(g) Notices. All notices, requests, consents and other communications shall be in writing and shall be delivered, mailed by first class mail, postage prepaid, hand delivered, or overnight delivery service, to the parties, as follows:

If to the Locality:

City of Charlottesville  
PO Box 911  
Charlottesville, Virginia 22902  
Attention: C-PACE Program Manager, Kristel Riddervold

If to Virginia Energy:

817 Washington Building  
1100 Bank Street  
Richmond, Virginia 23219  
Attention: Energy Efficiency and Financing Programs Manager

With a copy to the Program Administrator at the address on Exhibit 2.

Any party may change its notice address by providing the new notice address to the other parties in accordance with this paragraph (g).

(h) Jurisdiction and Venue. This Agreement shall be construed, interpreted, and enforced according to the laws of the Commonwealth of Virginia. Any claim brought in connection with this Agreement must be brought in the Circuit Court of the City of Richmond and the parties consent to its jurisdiction.

(i) Definitions and Captions. Capitalized terms not defined in this Agreement shall have the meaning ascribed to them in the Ordinance attached hereto in Exhibit A. The headings in this Agreement are solely for convenience, do not constitute a part of this Agreement, and do not affect its meaning or construction.

(j) Integration. This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement.

(j) No Joint Venture, etc. Nothing in this Agreement, and no act of the Locality, Virginia Energy or the Program Administrator, shall be deemed to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, joint venture, or any other relationship between the Locality and Virginia Energy.

*[Remainder of the page intentionally left blank]*

**IN WITNESS WHEREOF**, the Locality and Virginia Energy have each caused this Agreement to be executed and delivered as of the date set forth above:

**[INSERT LOCALITY NAME]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title : \_\_\_\_\_  
Date: \_\_\_\_\_

*[Remainder of the page intentionally left blank;  
Signature pages continue]*

[VIRGINIA ENERGY – LOCALITY AGREEMENT  
SIGNATURE PAGE FOR VIRGINIA DEPARTMENT OF ENERGY]

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF ENERGY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT 1**

**COPY OF LOCALITY ORDINANCE**

**(See attached)**

**EXHIBIT 2**

**NAME AND ADDRESS OF PROGRAM ADMINISTRATOR**

Virginia PACE Authority  
c/o Gather Newport News  
700 Tech Center Pkwy, Suite 200  
Newport News, VA 23606

Attention: Abigail C. Johnson  
Executive Director  
Tel: 757-603-3555  
[abby@virginiapace.com](mailto:abby@virginiapace.com)



**EXHIBIT 3**  
**PROGRAM GUIDELINES**

**(See attached)**

(100508661.7)

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



Agenda Date:	October 21, 2024
Action Required:	Consideration of a Rezoning to amend Proffers
Presenter:	Matthew Alfele, City Planner
Staff Contacts:	Matthew Alfele, City Planner
Title:	<b>Ordinance for 240 Stribling Avenue Planned Unit Development Proffer Amendment (2nd reading)</b>

**Background**

Southern Development on behalf of the landowner, Belmont Station, LLC, has submitted an application pursuant to City Code 34-41 and 34-66(d) (adopted September 15, 2003, as amended) to amend the approved Proffer Statement (approved by City Council on April 18, 2022) for the 240 Stribling Avenue Planned Unit Development (PUD). The request is to amend the proffer statement to allow a portion of the required affordable dwelling units to be built within the Flint Hill PUD (project number P20-0107) development which is currently under construction. The proposed amendment would also lower the required affordability to 50% Area Medium Income, (AMI) from the current 60% AMI for a minimum of two (2) of the required affordable dwelling units. If this request is approved, up to eight (8) of the required twenty-six (26) affordable dwelling units at 240 Stribling Avenue could be built within the Flint Hill PUD development. The remaining eighteen (18) required affordable units would still be built within the 240 Stribling Avenue development. If approved, at least 10.5% of the new units at 240 Stribling will still be affordable dwelling units.

**Discussion**

The Planning Commission held a Public Hearing on September 10, 2024. The Planning Commission wanted to know the reason the applicant was requesting the change. The applicant indicated the change would give them more freedom to meet their affordability requirements and that would create more certainty moving forward on both projects. The Planning Commission also wanted to know if the units would be different in size or appearance depending on which development the units were placed in. The applicant indicated they have not gotten to that level of detail to determine the size, number of rooms, or esthetics of the units.

[Boxcast link to the meeting. Public Hearing for this item starts at 01:02:00 mark.](#)

[Link to background materials and staff report \(starting on page 278\).](#)

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

If City Council approves the rezoning request to amend the proffers, the project could contribute to the Strategic Outcome Area of Housing.

### **Community Engagement**

Due to the minimal change being requested, the Community Meeting Required under Z.O. Sec. 34-41(c)(2) was waived by the Director of NDS.

On October 10, 2024 the Planning Commission held a Public Hearing. No members of the public spoke.

Any emails received by staff regarding this project have been forwarded to Planning Commission and City Council.

### **Budgetary Impact**

This has no impact on the General Fund.

### **Recommendation**

The motion passed 6 - 0 to recommend approval of the rezoning application to City Council.

### **Alternatives**

City Council has several alternatives:

- (1) by motion, take action to approve the attached ordinance granting the Rezoning to amend the Proffer statement as recommended by Planning Commission.
- (2) by motion, request changes to the attached ordinance and then approve the Rezoning;
- (3) by motion, take action to deny the Rezoning; or
- (4) by motion, defer action on the Rezoning.

### **Attachments**

- 1. 240 Stribling Avenue PUD Signed Proffer Statement
- 2. 240 Stribling Avenue PUD Proffer Amendment ORDINANCE

BEFORE THE CITY COUNCIL OF THE CITY OF CHARLOTTESVILLE, VIRGINIA  
IN RE: PETITION FOR REZONING (City Application No. PL-24-0061)  
AMENDED STATEMENT OF FINAL PROFFER CONDITIONS  
For the 240 Stribling PUD  
Dated as of September 12, 2024

TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF CHARLOTTESVILLE:

The undersigned limited liability company is the owner of land (“Owner”) subject to the above-referenced rezoning petition (“Subject Property”). The Owner seeks to amend the current zoning of the Subject Property subject to certain voluntary development conditions set forth below. In connection with this rezoning application, the Owner seeks approval of a PUD as set forth within a Development Plan for a planned unit development to be known as the “240 Stribling Avenue PUD”, said PUD Development Plan being dated April 28, 2020, Revised October 8, 2021, containing 17 pages, total, submitted with the Owner’s Rezoning Application.

The Owner hereby proffers and agrees that if the Subject Property is rezoned as requested, the Subject Property will be developed in general accordance with, and the Owner will abide by, the approved 240 Stribling Avenue PUD Development Plan, and that the Subject Property shall also be subject to the following conditions:

1. The Owner shall establish affordable housing within the Subject Property, as follows:
  - a. For the purposes of this Proffer:
    - i. The term “Affordable Dwelling Unit” means a dwelling unit reserved for occupancy by a “Very Low-Income Household” or a “Low-and Moderate-Income Household.”
    - ii. “Low-and Moderate-Income Household” means a household that pays no more than thirty percent (30%) of its gross income for housing costs, including utilities, provided that the annual gross income of the household/occupant is sixty percent (60%) or less than of the Area Median Income (AMI) for the City of Charlottesville, as said AMI is established annually by the federal Department of Housing and Urban Development (HUD).
    - iii. “Very Low-Income Household” means a household that pays no more than thirty percent (30%) of its gross income for housing costs, including utilities, provided that the annual gross income of the household/occupant is fifty percent (50%) or less than of the Area Median Income (AMI) for the City of Charlottesville, as said AMI is established annually by the federal Department of Housing and Urban Development (HUD).
  - b. Fifteen percent (15%) of all dwelling units constructed within the area of the Subject Property shall be Affordable Dwelling Units (“Required Affordable Dwelling Units”). The Required Affordable Dwelling Units shall be identified on a layout plan, by unit, prior to the issuance of any certificate of occupancy for a residential unit within the PUD (“Initial Designation”). The Owner reserves the right, from time to time after the Initial Designation, and subject to approval by the City, to change the unit(s) reserved as Affordable Dwelling Units, and the City’s approval shall not unreasonably be withheld so long as a proposed change does not reduce the number of Required Affordable Dwelling Units and does not result in an Affordability Period shorter than required by these proffers with respect to any of the Required Affordable Dwelling Units.
    - i. Thirty percent (30%) or more of the Required Affordable Dwelling Units shall be reserved for rental to Low-and Moderate-Income Households (“Rental Affordable Dwelling Units”). Each of the Rental Affordable Dwelling Units shall be reserved as such throughout a period of at least ten (10) years from the date on which the unit receives a certificate of occupancy from the City’s building official (“Rental Affordability Period”). All Rental Affordable Dwelling Units shall be administered in accordance with City regulations adopted pursuant to the provisions of City Code 34-12(g) as such regulations are in effect on March 29, 2022. For the purposes of this section and section 1.b.ii. below, if City regulations adopted pursuant to the provisions of City Code 34-12(g) are amended by the City after March 29, 2022, the Owner may elect in writing to the Zoning Administrator to instead be bound by the amended regulations.

- ii. Thirty percent (30%) or more of the Required Affordable Dwelling Units shall be reserved for ownership ("For-Sale Affordable Dwelling Units"), and shall be provided via one or both of the following methods:
    - 1. Onsite Units: For-Sale Affordable Dwelling Units built onsite in the 240 Stribling PUD shall be reserved for ownership by **Low-and Moderate-Income** Households throughout a period of thirty (30) years from the date on which the unit receives a certificate of occupancy from the City's building official. The Onsite For-Sale Affordable Units shall be administered in accordance with City regulations adopted pursuant to the provisions of City Code 34-12(g), as such regulations are in effect on March 29, 2022. During construction the For-Sale Affordable Dwelling Units shall be constructed incrementally, such that at least 5 Affordable Dwelling Units shall be either completed or under construction pursuant to a City-issued building permit, prior to the issuance of every 30th Building Permit for non-affordable for-sale dwelling units.
    - 2. Offsite Units: For-Sale Affordable Dwelling Units built in the Flint Hill PUD, **above and beyond** the number of Affordable Dwelling Units already required by the Statement of Final Proffer Conditions for the Flint Hill PUD. At least 25% of the Offsite Units shall be reserved for ownership by **Very Low-Income** Households, with the remainder being reserved for Low-and-Moderate Income Households. Offsite Units shall be reserved as For-Sale Affordable Dwelling Units throughout a period of thirty (30) years from the date on which the unit receives a certificate of occupancy from the City's building official. Offsite Units shall be governed by the Final Proffer Conditions for the Flint Hill PUD, except that the required affordability shall be deeper (maximum of 50% AMI) for at least 25% of the Offsite Units.
  - iii. On or before July 1 of each calendar year the then current owner of each Required Affordable Dwelling Unit shall submit an Annual Report to the City, identifying each Required Affordable Dwelling Unit by address and location, and verifying the Household Income of the occupant of each Required Affordable Dwelling Unit.
- c. The land use obligations referenced in 1.b.i, 1.b.ii, and 1.b.iii shall be set forth within one or more written declarations of covenants recorded within the land records of the Charlottesville Circuit Court, in a form approved by the Office of the City Attorney, so that the Owner's successors in right, title and interest to the Subject Property shall have notice of and be bound by the obligations. In the event of re-sale of any of the Required Affordable Dwelling Units that reduces the number of Required Affordable Dwelling Units below the thresholds set forth in this proffer, the declaration of covenants shall provide a mechanism to ensure that an equivalent Affordable Dwelling Unit is created within the City of Charlottesville, either on or off of the Subject Property, that satisfies the requirements contained herein for the remainder of the Affordability Period.

WHEREFORE, the undersigned Owner stipulates and agree that the use and development of the Subject Property shall be in conformity with the conditions hereinabove stated, and requests that the Subject Property be rezoned as requested, in accordance with the Zoning Ordinance of the City of Charlottesville.

Respectfully submitted this 12<sup>th</sup> day of September 2024.

Applicant:

Belmont Station, LLC

By:

Frank Ballif, Manager

Address:

142 South Pantops Drive  
Charlottesville, VA 22911

**AN ORDINANCE**

**Amending and Re-enacting the Zoning Map for the City of Charlottesville, Virginia, to amend the Proffer Statement for the Planned Unit Development referred to as 240 Stribling Avenue PUD**

**WHEREAS**, Belmont Station, LLC (“Landowner”) submitted rezoning application PL-24-0061 (“Application”) seeking to amend the approved Proffer Statement for land identified by City Real Estate Tax Parcel Identification No. 18A025000 (“Subject Property”); and

**WHEREAS**, the Landowner seeks to amend the approved Proffer Statement (approved by City Council on April 18, 2022) for the 240 Stribling Avenue Planned Unit Development (PUD); and that such amendment allows a portion of the required affordable dwelling units for the PUD be built within the Flint Hill PUD (project number P20-0107) development, which is currently under construction; and said proposed amendment would also lower the required affordability to 50% Area Medium Income, (AMI) from the current 60% AMI for a minimum of two (2) of the required affordable dwelling units; and upon approval of said amendment, up to eight (8) of the required twenty-six (26) affordable dwelling units at 240 Stribling Avenue could be built within the Flint Hill PUD development, while the remaining eighteen (18) required affordable units would still be built within the PUD, with at least 10.5% of the new units at the PUD designated as affordable dwelling units; and

**WHEREAS**, a public hearing on the Proposed Rezoning was conducted by the Planning Commission on September 10, 2024, following notice to the public and to adjacent property owners as required by Virginia Code §15.2-2204 and City Code §34-44, and following the public hearing, the Planning Commission voted to recommend that City Council should approve the Proposed Rezoning; and

**WHEREAS**, a public hearing on the Proposed Rezoning was conducted by City Council on October 7, 2024, following notice to the public and to adjacent property owners as required by Virginia Code §15.2-2204 and City Code §34-44, and following the public hearing;

**WHEREAS**, this City Council has considered the matters addressed within the Landowner’s application (PL-24-0061), the NDS Staff Report, public comments, the Planning Commission’s recommendation, and the Comprehensive Plan; and

**WHEREAS**, this Council finds and determines that the public necessity, convenience, general welfare and good zoning practice require the Proposed Rezoning; that both the existing zoning classification and the proposed zoning classification are reasonable; and that the Proposed Rezoning is consistent with the Comprehensive Plan; now, therefore,

**BE IT ORDAINED** by the Council of the City of Charlottesville, Virginia that the Zoning District Map Incorporated in Section 34-1 of the Zoning Ordinance of the Code of the City of Charlottesville, 1990, as amended, be and hereby is amended and reenacted as follows:

*Section 34-1. Zoning District Map.* Rezoning the property designated on City Tax Map and Parcel (TMP) 18A025000 (“Subject Property”), with the following amended Proffers:

1. The Owner shall establish affordable housing within the Subject Property, as follows:

a. For the purposes of this Proffer:

- i. The term “Affordable Dwelling Unit” means a dwelling unit reserved for occupancy by a “Very Low-Income Household” or a “Low-and Moderate-Income Household.”
- ii. “Low-and Moderate-Income Household” means a household that pays no more than thirty percent (30%) of its gross income for housing costs, including utilities, provided that the annual gross income of the household/occupant is sixty percent (60%) or less than of the Area Median Income (AMI) for the City of Charlottesville, as said AMI is established annually by the federal Department of Housing and Urban Development (HUD).
- iii. “Very Low-Income Household” means a household that pays no more than thirty percent (30%) of its gross income for housing costs, including utilities, provided that the annual gross income of the household/occupant is fifty percent (50%) or less than of the Area Median Income (AMI) for the City of Charlottesville, as said AMI is established annually by the federal Department of Housing and Urban Development (HUD).

b. Fifteen percent (15%) of all dwelling units constructed within the area of the Subject Property shall be Affordable Dwelling Units (“Required Affordable Dwelling Units”). The Required Affordable Dwelling Units shall be identified on a layout plan, by unit, prior to the issuance of any certificate of occupancy for a residential unit within the PUD (“Initial Designation”). The Owner reserves the right, from time to time after the Initial Designation, and subject to approval by the City, to change the unit(s) reserved as Affordable Dwelling Units, and the City’s approval shall not unreasonably be withheld so long as a proposed change does not reduce the number of Required Affordable Dwelling Units and does not result in an Affordability Period shorter than required by these proffers with respect to any of the Required Affordable Dwelling Units.

- i. Thirty percent (30%) or more of the Required Affordable Dwelling Units shall be reserved for rental to Low-and Moderate-Income Households (“Rental Affordable Dwelling Units”). Each of the Rental Affordable Dwelling Units shall be reserved as such throughout a period of at least ten (10) years from the date on which the unit receives a certificate of occupancy from the City’s building official (“Rental Affordability Period”). All Rental Affordable Dwelling Units shall be administered in accordance with City regulations adopted pursuant to the provisions of City Code 34-12(g) as such regulations are in effect on March 29, 2022. For the purposes of this section and section 1.b. ii. below, if City regulations adopted pursuant to the provisions of City Code 34-12(g) are amended by the City after March 29, 2022, the Owner may elect in writing to the Zoning Administrator to instead be bound by the amended regulations.
- ii. Thirty percent (30%) or more of the Required Affordable Dwelling Units shall be reserved for ownership (“For-Sale Affordable Dwelling Units”), and shall be provided via one or both of the following methods:

- 1. Onsite Units: For-Sale Affordable Dwelling Units built onsite in the 240 Stribling PUD shall be reserved for ownership by **Low-and Moderate-Income** Households throughout a period of thirty (30) years from the date on which the unit receives a certificate of occupancy from the City’s building

*official. The Onsite For-Sale Affordable Units shall be administered in accordance with City regulations adopted pursuant to the provisions of City Code 34-12(g), as such regulations are in effect on March 29, 2022. During construction the For-Sale Affordable Dwelling Units shall be constructed incrementally, such that at least 5 Affordable Dwelling Units shall be either completed or under construction pursuant to a City-issued building permit, prior to the issuance of every 30th Building Permit for non-affordable for-sale dwelling units.*

2. *Offsite Units: For-Sale Affordable Dwelling Units built in the Flint Hill PUD, **above and beyond** the number of Affordable Dwelling Units already required by the Statement of Final Proffer Conditions for the Flint Hill PUD. At least 25% of the Offsite Units shall be reserved for ownership by **Very Low-Income** Households, with the remainder being reserved for Low-and-Moderate Income Households. Offsite Units shall be reserved as For-Sale Affordable Dwelling Units throughout a period of thirty (30) years from the date on which the unit receives a certificate of occupancy from the City's building official. Offsite Units shall be governed by the Final Proffer Conditions for the Flint Hill PUD, except that the required affordability shall be deeper (maximum of 50% AMI) for at least 25% of the Offsite Units.*
- iii. *On or before July 1 of each calendar year the then current owner of each Required Affordable Dwelling Unit shall submit an Annual Report to the City, identifying each Required Affordable Dwelling Unit by address and location, and verifying the Household Income of the occupant of each Required Affordable Dwelling Unit.*
- c. *The land use obligations referenced in 1.b.i, 1.b.ii, and 1.b.iii shall be set forth within one or more written declarations of covenants recorded within the land records of the Charlottesville Circuit Court, in a form approved by the Office of the City Attorney, so that the Owner's successors in right, title and interest to the Subject Property shall have notice of and be bound by the obligations. In the event of re-sale of any of the Required Affordable Dwelling Units that reduces the number of Required Affordable Dwelling Units below the thresholds set forth in this proffer, the declaration of covenants shall provide a mechanism to ensure that an equivalent Affordable Dwelling Unit is created within the City of Charlottesville, either on or off of the Subject Property, that satisfies the requirements contained herein for the remainder of the Affordability Period.*

and the City's Zoning Administrator shall update the Zoning District Map to reflect this reclassification of the Subject Property.



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



Agenda Date:	October 21, 2024
Action Required:	Approve the Resolution
Presenter:	Michael Thomas, Fire Chief
Staff Contacts:	Michael Thomas, Fire Chief Krisy Hammill, Director of Budget
Title:	<b>UVA vehicle donation for Emergency Medical Services (EMS) Fellowship Program</b>

**Background**

The Charlottesville Fire Department and the University of Virginia Emergency Medical Services (EMS) Fellowship program have partnered since 2018 to provide the Fellow with diverse exposure to EMS activities in the career fire-based system. This exposure benefits the fellowship program, the interning fellow, the fire department, and most importantly, our community (citizens, families, visitors, and the workforce). This partnership engages the EMS Fellow in extensive pre-hospital experiences, training opportunities, fire ground operations, and specialized operations such as Hazardous Materials (hazmat) and special rescue situations.

**Discussion**

A critical aspect of the partnership is that the Fellow will be able to respond to medical and traumatic incidents and the activities mentioned above. The fire department has provided a vehicle from our fleet for the Fellow program and for use by the Operating Medical Director. The Fire Department has maintained, fueled, and inspected the car, which has been used and maintained for this program for the past five and a half years (5 ½). The UVA Fellowship program Medical Director has approached the fire department with the offer to have the program donate a new vehicle to be used as part of the program's mission and working partnership. The City will purchase the vehicle and the Fellowship program will make a donation to the City of \$50,000, or an amount equal to the actual cost of the vehicle, whichever is less.

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

This item aligns with the strategic outcome areas of public safety and partnerships.

**Community Engagement**

N/A

**Budgetary Impact**

There is no immediate budgetary impact of accepting the donated vehicle as the Fellowship Program will make a donation to cover the cost of the vehicle and all associated equipment. It is anticipated that replacing the older model vehicle currently being used will result in lower overall maintenance costs.

### **Recommendation**

Approve the resolution to accept the donated vehicle.

### **Alternatives**

The Council could choose to not accept the donation.

### **Attachments**

1. UVA EMS Fellowship car donation resolution 9.25.24
2. Vehicle MOU for 10-21-24 agenda

**RESOLUTION**  
**Donation of Car from University of Virginia Emergency Medical Services (EMS)**  
**Fellowship Program**  
**\$50,000**

**WHEREAS**, the City of Charlottesville and the University of Virginia have partnered to develop the Emergency Medical Services (“EMS”) Fellowship Program, beginning in 2018; and such program provides the participant(s) with diverse exposure to EMS activities through the Charlottesville Fire Department (“CFD”); and

**WHEREAS**, the demands of participating in the EMS Fellowship Program requires participants to respond to medical and traumatic incidents; and

**WHEREAS**, the CFD has maintained a vehicle from its fleet for use by participants enrolled in the EMS Fellowship program for the past five years; and has reached an agreement with the Director of the EMS Fellowship Program by which the Fellowship Program will donate a new vehicle to be used as part of the program’s mission and working partnership, or will reimburse the City by making a donation to the City of \$50,000, or an amount equal to the purchase cost of the new vehicle, whichever is less; and the parties have signed an MOU to memorialize this agreement;

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Charlottesville that the Memorandum of Understanding between CFD and the University of Virginia is approved and the CFD is authorized to either purchase a new vehicle for use by the EMS Fellowship Program and accept reimbursement from the University or to accept the donation of a new vehicle from the University.

**Revenues**

\$50,000      Fund: 106      Cost Center: 3201001001      GL Code: 432155

**Expenditure**

\$50,000      Fund: 106      Cost Center: 3201001001      GL Code: 541040

**Memorandum of Understanding  
Between the University of Virginia Department of Emergency Medicine  
And the Charlottesville Fire Department Regarding the Provision of a  
Vehicle for the Emergency Medical Services (EMS) Fellowship Program**

1. Parties

This Memorandum of Understanding (“MOU”) is entered into by the Department of Emergency Medicine of the University of Virginia (“the Department”) and the Charlottesville Fire Department (“CFD”), collectively “the Parties.”

2. Purpose

The Parties partner to establish an accredited Emergency Medical Services (“EMS”) Fellowship program that focuses on providing additional training to physicians who have completed an accredited Emergency Medicine residency program. The one-year program focuses on experiences and instruction that prepare the physician to be an EMS medical director, including field time with EMS agencies, observing the operations of established fire/rescue agencies, and participating in prehospital patient care.

In previous years, CFD has provided the Medical Director with a response vehicle, and that vehicle has been shared with the EMS Fellow during their field time in the past. The Department is proposing to partner with CFD to acquire a new response vehicle (“the Vehicle”) for shared use by the CFD Medical Director and the EMS Fellow. This MOU will define the expectations, rights, and responsibilities of the Parties regarding the use and maintenance of the Vehicle.

3. Reimbursement of Vehicle Purchase Price

Following the allocation and purchase of a new vehicle by the CFD, for use pursuant to this MOU, the Department hereby agrees to pay to the City a one-time reimbursement payment for the full vehicle purchase price, including any applicable taxes or fees, up to but not exceeding **FIFTY THOUSAND DOLLARS (\$50,000)**.

The CFD shall submit to the Department a printed invoice for the full purchase price of the Vehicle within 30 days of purchase. The Department shall submit a reimbursement payment within 30 days of receipt of the written invoice from the CFD.

4. Title/Markings

The vehicle will be titled/permitted to CFD/City of Charlottesville and become part of the CFD fleet. CFD will be responsible for adding emergency lighting, external markings as agreed upon, an audible alarm system, and a portable radio rather than a hard-wired radio in the vehicle. CFD will be responsible for future maintenance of the vehicle.

The vehicle would be equipped with a “jump bag” and AED, but will not be permitted as a BLS or ALS response vehicle.

5. EMS Fellow Requirements

The EMS Fellow will be required to be named on a vehicle use agreement, will have a valid Virginia Emergency Vehicle Operators Course (EVOC) certification and meet any other requirements of CFD for operation of an emergency vehicle.

6. Use

The Medical Director and the EMS Fellow would be allowed to take the vehicle home for emergency response from home and would be allowed to respond into Albemarle County once acceptable agreements with Albemarle County Fire and Rescue (ACFR) have been completed.

\_\_\_\_\_  
For the Department of Emergency Medicine

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

\_\_\_\_\_  
CFD Medical Director/EMS Fellowship Director

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

\_\_\_\_\_  
For Charlottesville Fire Department

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

Approved as to form:

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

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

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



Agenda Date:	October 21, 2024
Action Required:	Approval for the appropriation of previously unappropriated Community Development Block Grant COVID Relief Funds (CDBG-CV) from HUD, in the amount of \$90,321.98
Presenter:	Anthony Warn, Grants Analyst
Staff Contacts:	Anthony Warn, Grants Analyst Taylor Harvey-Ryan, Grants Program Manager
Title:	<b>Resolution to Appropriate Community Development Block Grant COVID Relief Funds (CDBG-CV) from HUD, in the Amount of \$90,321.98 (1 of 2 readings)</b>

**Background**

The City of Charlottesville 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. For these funds to be available to the city to support community development activities, they must first be appropriated by the locality's duly elected governing body. This proposal seeks to make full the appropriation of Community Development Block Grant COVID Relief funds awarded in prior years.

**Discussion**

To support communities struggling to respond to the COVID pandemic, Congress made available to HUD through the Coronavirus Aid, Relief, and Economic Security (CARES) Act several tranches of funds to be distributed among officially designated Entitlement Communities like Charlottesville. These COVID relief funds were awarded to localities in several rounds as new funds became available to HUD from Congress. While providing the potential for meaningful relief for struggling communities, the fast pace of these awards made it challenging for many HUD-funded localities to keep pace with new awards while also managing their regular HUD-funded programs and their own local COVID responses.

A recent review of the City's CDBG-CV accounts by the Department of Finance indicates that a balance of funds awarded previously by HUD but not fully appropriated within local accounts exists, in the amount of \$90,321.98. By approving this proposal, Council will make the remaining balance of previously unappropriated COVID relief funds available to support new high impact community development activities.

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

The work of this proposal is closely aligned to Council's vision of the City of Charlottesville as a community in which everyone thrives in that it will make available to the city an additional pool of funds to support meaningful high impact community development activities.

### **Community Engagement**

This proposal benefits from a high degree of community engagement. Specifically, the City has a longstanding set of community development priorities that are reviewed, modified and approved by Council on an annual basis. Additionally, all new activities to be supported by the funds made available here will undergo a period of public engagement and review, culminating in public hearings before Council and a recorded vote of the duly elected members thereof.

### **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, appropriation of these funds as recommended here will instead serve to make possible new activities directly related to the ongoing COVID pandemic.

### **Recommendation**

Based on the anticipated benefits of community benefit activities that may be made possible through these funds, staff recommends that Council approve the appropriation of CDBG-CV COVID relief funds as presented here:

**I move that Council APPROPRIATE the remaining balance of previously unappropriated CDBG-CV COVID relief funds as presented here today.**

### **Alternatives**

Given that these funds are provided by the U.S. Department of Housing & Urban Development to the City of Charlottesville to support meaningful community-benefit activities and, as such, are not drawn from the city's General Fund, no alternative courses of action are considered here.

### **Attachments**

1. Resolution to Appropriate CDBG-CV Funds, in the amount of \$90,321.98

## RESOLUTION TO APPROPRIATE FUNDS

### Resolution to Appropriate CDBG-CV Covid Relief Funds from HUD, in the amount of \$90,321.98

**WHEREAS** the City of Charlottesville has been recognized as an entitlement community by the U.S. Department of Housing and Urban Development (HUD) and, as such, City Council has previously approved certain sums of federal grant receipts to support the city's Community Development Block Grant (CDBG) Fund; and

**WHEREAS** the City now has a balance of previously awarded CDBG-CV COVID relief funds from HUD that have not yet been appropriated within the city's local accounts; and

**WHEREAS** appropriating these funds will constitute an important step in making these funds available to support meaningful and high impact community development activities through the city's CDBG program, as approved by HUD;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the proposed appropriation of previously unappropriated CDBG-CV funds from HUD be approved and that the Office of Community Solutions is hereby authorized to work to identify worthy programs to be brought before Council for consideration.

**BE IT FURTHER RESOLVED** that, in support of this proposal, a new appropriation be made within the CDBG Fund by the respective amount shown below:

<i>Source</i>	<i>Revenue Account</i>	<i>Fund</i>	<i>GL</i>	<i>Amount</i>
CDBG-CV	3914004000	218	431110 Federal Grants	\$90,321.98

<i>Source</i>	<i>Expenditure Account</i>	<i>Fund</i>	<i>GL</i>	<i>Amount</i>
CDBG-CV	3914004000	218	55999 Lump Sum Appropriation	\$90,321.98

**BE IT FURTHER RESOLVED** that this appropriation is conditioned upon receipt of not less than \$90,321.98 in funds from the U.S. Department of Housing & Urban Development.



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



Agenda Date: October 21, 2024

Action Required:

- Appropriation of DHCD VHSP Funds
- Approval for City Manager to execute Grant Amendment

Presenter: Taylor Harvey-Ryan, Grants Program Manager

Staff Contacts: Taylor Harvey-Ryan, Grants Program Manager

**Title: Resolution to appropriate funds from the Virginia Department of Housing and Community Development - Virginia Homeless Solutions Program Grant amendment - \$93,564 (1 of 2 readings)**

**Background**

The Office of Community Solutions, in coordination with the Blue Ridge Area Coalition for the Homeless (B.R.A.C.H.) applied for and received a grant from the Virginia Department of Housing and Community Development (DHCD). Previously, the City of Charlottesville received a grant agreement in the amount of \$470,805 in state funds to support our efforts in preventing and ending homelessness for individuals in our Continuum of Care. The City has now received additional funds (federal pass-through funds) in the amount of \$93,564 to support Rapid Re-housing and Administrative costs. The additional federal funds brings the total grant award to \$564,369.

**Discussion**

These funds are an additional \$93,564 to be used for Rapid Rehousing and Administrative support.

1. Rapid Re-housing & Housing Navigation: The Haven screens and administers rapid re-housing assistance and housing navigation to households experiencing homelessness. \$93,314 of these funds will be utilized for Rapid Re-housing services.
2. Administration: The City of Charlottesville, as the award recipient, is eligible for an administrative fee. Staff proposes that we pass these funds through to B.R.A.C.H. (as we have done in prior years) in recognition of staff time spent processing checks and managing this grant process. \$250.00 of this award is being allocated to Administrative support for B.R.A.C.H.

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

This grant advances the City of Charlottesville's Strategic Outcome Areas of:

1. Housing: Provides temporary housing for individuals experiencing homelessness; provides Rapid Re-housing services to individuals so that they may quickly exit homelessness into permanent housing; and Targeted Prevention which assists individuals in either maintaining or securing permanent housing so that they do not become homeless.
2. Partnerships: This grant provides opportunities for the City to partner with B.R.A.C.H. in the administration of the VHSP grant, as well as requires collaboration between community partners to ensure individuals experiencing homelessness are evaluated, prioritized, and receive services to end their housing crisis as quickly as possible.

### **Community Engagement**

This grant is a product of extensive engagement of the service provider community for people experiencing homelessness. This partnership is reflective of the governance model for B.R.A.C.H. and the priority requests submitted by the service providers.

### **Budgetary Impact**

There is no budgetary impact for the City of Charlottesville, as this grant consists of federal funds passed through from the Virginia Department of Housing and Community Development. The match requirement is made through previously appropriated CAHF funds awarded to B.R.A.C.H.

### **Recommendation**

Staff recommends the appropriation of the \$93,564 from DHCD to support VHSP. Staff recommend the approval for the City Manager to execute the VHSP grant amendment and any subsequent amendments that do not impact the total funding awarded.

### **Alternatives**

Council may elect not to accept the funds and the community will not have the capacity to administer the Rapid Re-housing program and related services to people experiencing homelessness.

### **Attachments**

1. FY25 VHSP Grant Amendment
2. Resolution- VHSP FY25 Federal Funds Appropriation

**AMENDMENT**  
**Version 1**  
**to**  
**GRANT AGREEMENT**  
**VIRGINIA HOMELESS SOLUTIONS PROGRAM**  
**Program Year 2024-2025**

**25-VHSP-008**

**Original Language**

This Grant Agreement is made by and between the **Virginia Department of Housing and Community Development (“DHCD”)**, and **City of Charlottesville (“Grantee”)** for the period **July 1, 2024 to June 30, 2025** in the amount of **\$470,805**. Included in the amount is **\$470,805** in state general funds to be expended for outreach, emergency shelter operations, targeted prevention activities, rapid re-housing activities, centralized/coordinated entry, CoC planning, HMIS, and/or administration as indicated in the DHCD Continuum of Care (CoC) Year One Funding Request. Rapid re-housing activities are to be divided according to the chart below.

<b>Rapid Re-housing</b>	<b>Allocation</b>	<b>Performance Period</b>
State Rapid Re-housing	<b>\$124,695</b>	<b>July 1, 2024 – June 30, 2025</b>

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

DHCD administers the Commonwealth of Virginia’s homeless services resources through the VHSP. The Grant, which is the subject of this Agreement, is comprised of state funds through State General Fund appropriations. The Grant is subject to the terms, guidelines and regulations set forth in the Homeless and Special Needs Housing 2024-2026 Guidelines document, any subsequent amendments, the CoC/LPG proposal as amended through negotiations with DHCD, the DHCD approved Grantee budget, HUD regulations 24 CFR Part 576, as amended, which are incorporated by reference as part of this Agreement, the laws of the Commonwealth of Virginia and federal law.

**Amended language**

This Grant Agreement is made by and between the **Virginia Department of Housing and Community Development (“DHCD”)**, and **City of Charlottesville (“Grantee”)** for the period **July 1, 2024 to June 30, 2025** in the amount of **\$564,369**. Included in the amount is **\$470,805** in state general funds to be expended for outreach, emergency shelter operations, targeted prevention activities, rapid re-housing activities, centralized/coordinated entry, CoC planning, HMIS, and/or administration as indicated in

the DHCD Continuum of Care (CoC) Year One Funding Request. Also included is **\$93,564** in federal funds to be expended for rapid re-housing and/or administration expenses incurred July 1, 2024 – March 31, 2025. Rapid re-housing activities are to be divided according to the chart below.

<b>Rapid Re-housing</b>	<b>Allocation</b>	<b>Performance Period</b>
Federal Rapid Re-housing	<b>\$93,314</b>	<b>July 1, 2024 – March 31, 2025</b>
State Rapid Re-housing	<b>\$124,695</b>	<b>July 1, 2024 – June 30, 2025</b>

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

DHCD administers the Commonwealth of Virginia’s homeless services resources through the VHSP. The Grant, which is the subject of this Agreement, is comprised of state funds through State General Fund appropriations and an allocation from the United States Department of Housing and Urban Development (HUD) authorized under the Emergency Solutions Grant for federal fiscal year 2024; the federal grant number is E24DC510001 and the Catalog of Federal Domestic Assistance (CFDA) number is 14.231. The Grant is subject to the terms, guidelines and regulations set forth in the Homeless and Special Needs Housing 2024-2026 Guidelines document, any subsequent amendments, the CoC/LPG proposal as amended through negotiations with DHCD, the DHCD approved Grantee budget, HUD regulations 24 CFR Part 576, as amended, which are incorporated by reference as part of this Agreement, the laws of the Commonwealth of Virginia and federal law.

All of the terms and conditions of the original 2024-25 Virginia Housing Solutions Program agreement made between the **Virginia Department of Housing and Community Development** and **City of Charlottesville** are applicable.

**Virginia Department of Housing and Community Development**

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Sandra Powell, Sr. Deputy Director

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Date

**City of Charlottesville**

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Signature

---

Printed Name

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Title

---

Date

**APPROPRIATION**  
**Appropriating Funding in the Amount of \$93,564 To Be Received from the Virginia Homeless Solutions Program**

**WHEREAS**, The City of Charlottesville, through the Office of Community Solutions, has been notified that it will be awarded a grant from the Virginia Department of Housing and Community Development for the Virginia Homeless Solutions Program (V.H.S.P.) in the amount of \$93,564,

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that upon receipt of the funding from VHSP from the Virginia Department of Housing and Community Development, said funding, anticipated in the sum of \$93,564, is hereby appropriated in the following manner:

**Revenues**

\$93,564	Fund: 209	I/O: #1900566	G/L: 430120 State (Federal Pass-thru)
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**Expenditures**

\$93,564	Fund: 209	I/O: #1900566	G/L Account: 530670
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**BE IT FURTHER RESOLVED**, that this appropriation is conditioned upon the receipt of \$93,564 from the Virginia Department of Housing and Community Development.

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



Agenda Date: October 21, 2024

**Action Required:**

- Appropriate funding from the Virginia Supreme Court of Virginia Behavioral Health Docket Grant in the amount of \$115,400.58
- Execute the Statement of Grant Award/Acceptance

Presenter: Susan Marrow

Staff Contacts: Taylor Harvey-Ryan, Grants Program Manager

**Title: Resolution to appropriate funding from the Supreme Court of Virginia Behavioral Health Docket Grant - \$115,400.58 (1 of 2 readings)**

**Background**

The City of Charlottesville, on behalf of the Albemarle-Charlottesville Therapeutic Docket program, has received a Supreme Court of Virginia Behavioral Health Docket Grant in the amount of \$115,400.58 for operations of the therapeutic docket program, which is operated by Offender Aid and Restoration (O.A.R.). The City of Charlottesville serves as fiscal agent for the Supreme Court of Virginia Behavioral Health Docket Grant.

**Discussion**

In its fifth year of operation, the Albemarle-Charlottesville Therapeutic Docket program is a supervised 9 to 12 month treatment program that serves as an alternative to incarceration for offenders. The Therapeutic Docket is a specialized docket within the existing structure of the court system given the responsibility to handle cases involving adult misdemeanor offenders who suffer from serious mental illness. The program uses the power of the court to assist offenders to achieve wellness and recovery through a combined system of intensive supervision, medication management, mental health treatment, and regular court appearances.

The total program budget is **\$301,938.58** and includes three funding sources:

Supreme Court of VA:	\$115,400.58
City of Charlottesville:	\$127,050, (previously appropriated)
Albemarle County:	\$59,488, (previously appropriated)

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

This relates to the City of Charlottesville's priority area of safety/criminal justice. The Therapeutic Docket is a valuable, less expensive alternative to incarceration for certain criminal offenders with serious mental illness which utilizes a blend of court-ordered supervision, mental health treatment

services, court appearances, and behavioral sanctions and incentives to reduce recidivism and enhance personal accountability and mental health and wellness among participants.

### **Community Engagement**

The Therapeutic Docket is a direct service provider and is engaged daily with non-violent criminal offenders with serious mental illness who are at a high level of risk for reoffending and have a high level of need due to mental illness. By collaborating with the Court system, Region Ten Community Services Board and Partner for Mental Health, the Therapeutic Docket provides these offenders with a highly structured, rigorously supervised system of treatment and criminal case processing that results in a significant reduction in recidivism rates for program participants and graduates. Participants gain access to the Therapeutic Docket through referrals from police, probation, magistrates, defense attorneys and other local stakeholders. Participants have active criminal cases pending in the General District Court. If they successfully complete the program which takes a minimum of 9 months, participants may have their pending charges dismissed or receive an all-suspended sentence. If participants are unsuccessful and have to be terminated from the program, they return to court to face their original charges. Successful Therapeutic Docket participants return the community's investment in them by improving their mental health status, maintaining compliance with treatment regimens, including medications, and reducing their criminal behaviors in the community.

### **Budgetary Impact**

No additional City funding is required as the City's match for this grant, \$127,050, was appropriated within the FY 2025 Council Approved Budget as part of the City's contribution to Offender Aid and Restoration.

### **Recommendation**

- Staff recommends the appropriation of \$115,400.58 from the Virginia Supreme Court Behavioral Health Docket Grant.
- Staff recommends approval for the City Manager to execute the Statement of Grant Award/Acceptance.

### **Alternatives**

Council may elect not to accept the funds from the Virginia Supreme Court Behavioral Health Docket Grant which will significant impact the services O.A.R. can provide to offenders as an alternative for incarceration.

### **Attachments**

1. Resolution- Virginia Supreme Court Behavioral Health Docket Grant- Therapeutic Docket FY 25 Appropriation
2. Statement of Grant Award/ Acceptance



**APPROPRIATION**  
**Albemarle-Charlottesville Therapeutic Docket Grant Award**  
**\$115,400.58**

**WHEREAS**, the Supreme Court of Virginia awarded the Supreme Court of Virginia Behavioral Health Docket Grant in the amount of \$115,400.58 for the Albemarle-Charlottesville Therapeutic Docket in order to fund salaries, benefits, and operating expenses; and

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

**WHEREAS**, the City of Charlottesville and Albemarle County both have dedicated local matches to this grant, totaling \$186,538; and

**WHEREAS**, the grant award covers the period July 1, 2024 through June 30, 2025.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the sum of \$115,400.58, received as a grant from the Supreme Court of Virginia, is hereby appropriated in the following manner:

**Revenues**

\$115,400.58   Fund: Internal Order: #1900569   G/L Account: 430110 (State Grant)

**Expenditures**

\$115,400.58   Fund: Internal Order: #1900569   G/L Account: 530670

**BE IT FURTHER RESOLVED**, that this appropriation is conditioned upon the receipt of \$114,500.58 from the Supreme Court of Virginia.

**Supreme Court of Virginia**  
**Office of the Executive Secretary**  
100 North Ninth Street Richmond, VA 23219

**Statement of Grant Award/Acceptance**

**Subrecipient--** **Date: August 15, 2024**

City of Charlottesville

**Grant Period--**

**From:** July 1, 2024

**Through:** June 30, 2025

Project Director	Project Administrator	Finance Officer
Susan Morrow Assistant Director Charlottesville/Albemarle Therapeutic Docket 750 Harris Street Charlottesville, VA 22903  <b>Phone No:</b> 434-296-2441 ext.106 <b>Email:</b> <a href="mailto:smorrow@oar-jacc.org">smorrow@oar-jacc.org</a>	Samuel Sanders City Manager P.O. Box 911 Charlottesville, VA 22903  <b>Phone No:</b> 434-970-3106 <b>Email:</b> <a href="mailto:samuelss@charlottesville.gov">samuelss@charlottesville.gov</a>	Chris Cullinan Director of Finance P.O. Box 911 Charlottesville, VA 22903  <b>Phone:</b> 434-970-3200 <b>Email:</b> <a href="mailto:cullinan@charlottesvilele.org">cullinan@charlottesvilele.org</a>

**GRANT AWARD BUDGET**

Budget Categories	Program Funds TOTALS
A. Personnel	\$ 73,800.58
B. Consultants	\$ 41,600
C. Travel	\$ -0-
D. Equipment	\$ -0-
E. Indirect Expenses	\$ -0-
F. Supplies & Other Expenses	\$ -0-
<b>TOTALS</b>	\$ 115,400.58

This grant is subject to all rules, regulations, and criteria included in the grant application and the special conditions attached thereto.



Paul F. DeLosh, Director of Judicial Services

The undersigned, having received the Statement of Grant Award/Acceptance and the Conditions attached thereto, does hereby accept this grant and agree to the conditions pertaining thereto, this 15<sup>th</sup> day of August 2024.

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

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

## GENERAL GRANT CONDITIONS AND ASSURANCES

The applicant, for state funds administered by the Office of the Executive Secretary (OES), gives assurances and certifies with respect to the grant that it will comply with the following requirements:

1. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the OES shall prescribe shall be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this grant.
2. **REPORTS:** Each applicant shall submit such reports as the OES shall reasonably request. Financial and progress reports shall be submitted to the OES on the **15th working day** following the close of each quarter. Late reports will be charged 10% of one quarter of the full grant award amount.
3. **INSPECTION AND AUDIT:** The applicant agrees to comply with the organizational audit requirements of OMB Circular A-128, "Audits of State and Local Governments." In conjunction with the beginning date of the award, the audit report period of the local government entity to be audited under the single audit requirement is the start-date of the project through the end-date of the project as noted on the Statement of Grant Award/Acceptance. The audit report shall be submitted no later than one (1) year from the end-date of the grant award as stated on the Statement of Grant Award/Acceptance, and for each audit cycle thereafter covering the entire award period as originally approved or amended. The management letter must be submitted with the audit report. A copy of all audits must be forwarded to the OES.
4. The applicant will comply, where applicable, with the following:
  - The Fair Labor Standards Act, if applicable.
5. **POLITICAL ACTIVITY:** The restrictions of the Hatch Act, Pub. L. 93-433, 5 USC Chapter III, (as amended), concerning the political activity of government employees are applicable to applicant staff members and other state and local government employees whose principal employment is because of activities financed, in whole or in part, by grants. Under a 1975 amendment to the Hatch Act, such state and local government employees may take an active part in political management and campaigns except they may not be candidates for office.
6. **DISCRIMINATION PROHIBITED:** No person shall, on the grounds of race, religion, color, national origin, sex, or handicap be excluded from participation in, be denied the benefits or be otherwise subjected to discrimination under or denied employment because of, grants awarded pursuant to the Justice Assistance Act of 1984, and the implementing regulations 28 CFR Part 42, Subparts C, D, E, and G, or any project, program, activity, or sub-recipient supported or benefiting from the grant. The applicant must comply with the provisions and requirements of Title VI of the Civil Rights Act of 1964 and its implementing regulations 28 CFR 41.101 et. seq.. The applicant must further comply with Section 504 of the Rehabilitation Act of 1973, as amended, and its implementing regulations; the Age Discrimination Act of 1973, as amended, and its implementing regulations and Title IX of the Education Amendments of 1972; Title 11 of the Americans with Disabilities Act (ADA)(1990); (42 USC. 12131-12134 & 28 CFR 35)
7. **EQUAL EMPLOYMENT OPPORTUNITY PROGRAM:** Each applicant certifies, that it has executed and has on file, an Equal Employment Opportunity Program which

conforms with the provisions of 28 CFR Section 42.301, et. seq., Subpart E, or that in conformity with the foregoing regulation, no Equal Employment Opportunity Program is required. For continuation grant funding that exceed \$500,000 in any fiscal year the applicant must submit a statistical update from the previous year's plan.

8. The applicant assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will forward a copy of the finding to the OES.

9. RELEASE OF INFORMATION: All records, papers and other documents kept by recipients of OES funds, and their contractors, relating to the receipt and disposition of such funds, are required to be made available to the OES. These records and other documents submitted to OES and its applicants pursuant to other provisions of the Act, including plans and application for funds, are required to be made available to OES under the terms and conditions of the Federal Freedom of Information Act, 5 USC 552.

10. INFORMATION SYSTEMS: With respect to programs related to criminal justice information systems, the applicant agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of the integrity and accuracy of data collection.

COV §18.2-154.1.N. requires the Office of the Executive Secretary to develop a statewide evaluation model and conduct ongoing evaluations of the effectiveness and efficiency of all local drug treatment courts. A report of these evaluations shall be submitted to the General Assembly by December 1 of each year. Each local drug treatment court advisory committee shall submit evaluative reports to the Office of the Executive Secretary as requested. To support this mandate the applicant further agrees:

- To comply with Drug Treatment Court Standard X, Practice 4, the drug treatment court must use and maintain current data in an information technology system as prescribed by the Office of the Executive Secretary.
- That all computer programs (software) developed with funds provided by this grant will be made available to the OES for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.
- To provide a complete copy of the computer programs and documentation, upon request, to the OES. The documentation will include but not be limited to system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.
- That whenever possible all application programs will be written in standardized programming languages for use on general operating systems that can be utilized on at least three different manufacturers computers of similar size and configuration.
- To avail itself, to the maximum extent possible, of computer software already produced and available without charge. The Office of the Executive Secretary should be contacted to determine availability of software prior to any development effort.

11. CONFIDENTIALITY OF RESEARCH INFORMATION - Research information identifiable to an individual, which was obtained through a project funded wholly or in part with OES grant funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding (28 CFR Part 22).

12. CRIMINAL INTELLIGENCE SYSTEMS OPERATING POLICIES: The applicant agrees to be in compliance with all policies as expressed under the Code of Federal Regulations, 28 CFR 23, concerning the operation of criminal intelligence systems funded with OES funds.

13. COPYRIGHT: Except as otherwise provided in the conditions of the award, the author is free to arrange for copyright without approval when publication or similar materials are developed from work under a OES supported project. Any such copyright materials shall be subject to the OES's right to reproduce them, translate them, publish them, use and dispose of them, and to authorize others to do so for government purposes. In addition, communications in primary scientific or professional journals publishing initial reports or research or other activities and supported in whole or in part by the OES project funds may be copyrighted by the journal with the understanding that individuals are authorized to make or have made by any means available to them, without regard to the copyright of the journal, and without royalty, a single copy of any such article for their own use. State employees who develop copyrights during work hours, or within the scope of their employment, or when using state-owned or state-controlled facilities, the copyrights vest in the Commonwealth.

14. PATENTS: If any discovery or invention arises or is developed in course of or as a result of work performed under this grant, the applicant shall refer the discovery or invention to OES. The applicant hereby agrees that determination of rights to inventions made under this grant shall be made by the OES or its duly authorized official representative, who shall have the sole and exclusive powers to determine whether or not and where patent application should be filed and to determine the disposition of all rights in such inventions, including title which may issue thereon. The determination of the OES, or its duly authorized representative shall be accepted as final. In addition, the applicant hereby agrees and otherwise recognizes that the OES shall acquire at least an irrevocable non-exclusive royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this grant. The grant shall include provisions appropriate of effectuating the purpose of this condition in all contract of employment, consultant's agreements, or contracts.

15. The applicant assures that funds made available under this grant will not be used to supplant other state or local funds, but will be used to increase the amounts of such funds that would be, in the absence of these funds, made available for these activities.

16. Confidential expenditures for services, evidence and/or information must comply with the requirements stated in the Administrative Guide and Application Procedures Manual.

17. BIO MEDICAL EXPERIMENTATION: The applicant assures that no grant funds will be used for any bio-medical or behavior control experimentation on individuals or any research involving such experimentation.

18. The applicant must state the percentage of the total cost of this program supported by federal funds and the dollar amount of federal funds for this program. This statement shall be on all quarterly grant reports, requests for proposals, bid solicitation and other documents describing the program whether funded in-whole or in-part with state or federal funds.

20. The grantee agrees that any publication (written, visual, or sound, but excluding press releases newsletters, and issue analyses) issued by the grantee or by any Applicant describing programs or projects funded in-whole or in-part with these Funds, shall contain the following statement:

This project was supported by Office of the Executive Secretary (OES) with funds made available to Virginia Drug Treatment Court Programs from Virginia General Funds.

Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of OES or the Commonwealth of Virginia.

The applicant also agrees that one copy of any such publication will be submitted to the OES to be placed on file and distributed as appropriate to other potential applicants or interested parties. OES may waive the requirement for submission of any specific publication upon submission of a request providing justification from the applicant.

#### CERTIFICATION

I certify that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of all other federal and state laws and rules and regulations that apply to this award.

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Authorized Official  
(Project Administrator)

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Date

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



<b>Agenda Date:</b>	October 21, 2024
<b>Action Required:</b>	Consideration and Approval of Ordinance
<b>Presenter:</b>	Llezelle Dugger, Clerk of Court
<b>Staff Contacts:</b>	Robinson Hubbard, Deputy City Attorney
<b>Title:</b>	<b>Ordinance to Amend City Code Article XIV. Tax on Probate of Will or Grant of Administration, Sections 30-396 and 30-397 to conform with Va. Code Sec. 58.1-1717.1</b>

**Background**

In 2010, the General Assembly amended Va. Code § 58.1-1717.1 to allow Circuit Courts to collect a \$25 fee on a List of Heirs or Real Estate Affidavit. This fee is charged on the recordation of a list of heirs pursuant to Va. Code § 64.2-509 or an affidavit pursuant to Va. Code § 64.2-510, unless a will has been probated for the decedent or there has been a grant of administration on the decedent's estate. Our current Ordinance allows the Circuit Court to collect one-third of the probate tax paid to the state.

**Discussion**

When a List of Heirs or Real Estate Affidavit is recorded in lieu of a will being probated or administration being granted, the state collects a \$25 fee in lieu of probate tax. Va. Code § 58.1-1718 allows a locality to collect \$25 fee as well.

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

N/A

**Community Engagement**

N/A

**Budgetary Impact**

No anticipated budgetary impact.

**Recommendation**

Staff recommends approval of the Ordinance

**Alternatives**

Council could refuse to approve the Ordinance.

**Attachments**

1. ORD\_Sec. 30.396 and 397 - recordation fee (rev)



**AN ORDINANCE TO AMEND THE CHARLOTTESVILLE CITY CODE  
ARTICLE XIV. TAX ON PROBATE OF WILL OR GRANT OF ADMINISTRATION  
SECTIONS 30-396 and 30-397  
TO COMPLY WITH VIRGINIA CODE SEC. 58.1-1718**

**WHEREAS**, the General Assembly amended the Code of Virginia Secs, 58.1-1717.1 and 58.1-1718 to allow localities to charge a \$25 fee upon the recordation of a list of heirs pursuant to Va. Code Sec. 64.2-509 or upon the recordation of an affidavit filed pursuant to Va. Code Sec. 64.2-510, unless a will has been probated for the decedent or there has been a grant of administration on the decedent's estate; and

**WHEREAS**, amending the City Code to allow the Circuit Court Clerk to collect this fee will provide additional revenue to the City; and

**WHEREAS**, the required public hearings on the proposed amendment have been conducted; and

**WHEREAS**, this City Council has considered staff recommendations;

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Charlottesville, Virginia that Chapter 30, Sections 396 and 397, respectively, of the Code of the City of Charlottesville, 1990, as amended, be and hereby is amended and reenacted as follows:

**Sec. 30-396. - Levied.**

There is hereby imposed and levied by the city a tax equal to one-third of the amount of the state tax collectible for the state on the probate of a will or the grant of administration. Unless a will has been probated or an administration granted on the decedent's estate, a \$25 fee shall be charged for the recordation of a list of heirs pursuant to § 64.2-509 or an affidavit pursuant to § 64.2-510, as provided in § 58.1-1717.1 and § 58.1-1718.

(Code 1976, § 10-45)

**Sec. 30-397. - Collection.**

The clerk of the circuit court for the city shall collect the tax and fee imposed by this article and pay the same to the city treasurer.

(Code 1976, § 10-45)

Suggested Motion: I move that Chapter 30, Sections 396 and 397 of the Code of the City of Charlottesville be amended.

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



Agenda Date:	October 21, 2024
Action Required:	
Presenter:	Llezelle Dugger, Clerk of Court
Staff Contacts:	Robinson Hubbard, Deputy City Attorney
Title:	<b>Ordinance to Amend City Code Sec. 30-426. "Funding of courthouse security personnel" to Comply with Virginia Code Sec. 53.1-120</b>

**Background**

In 2020, the General Assembly amended Va. Code 53.1-120 authorizing localities to increase the fee assessed in a criminal and traffic cases upon conviction from \$10 to \$20. This fee is collected by the clerk of the Circuit Court and remitted to the Treasurer. Proceeds from the collection of this fee are used solely for the funding of courthouse security personnel, or upon request of the sheriff, may be used for equipment or other personal property used in connection with courthouse security.

**Discussion**

The allowable fee to be assessed in a criminal case upon conviction would be increased from \$10 per case to \$20.

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

N/A

**Community Engagement**

N/A

**Budgetary Impact**

**Recommendation**

Staff recommends approval of the Ordinance.

**Alternatives**

N/A

**Attachments**

1. ORD \_Amend Ch 30.426 - Funding of courthouse security personnel

**AN ORDINANCE TO AMEND  
THE CHARLOTTESVILLE CITY CODE  
SECTIONS 30-426  
TO COMPLY WITH VIRGINIA CODE SECS. 53.1-120 and 17.1-275.5**

**WHEREAS**, the General Assembly amended the Code of Virginia Sec. 53.1-120 to allow localities to charge a \$20 fee upon the conviction of criminal or traffic cases; and that revenue produced from this fee is used to provide court security personnel, or upon request of the Sheriff, equipment or other personal property used in connection with courthouse security; and

**WHEREAS**, amending the City Code to allow the Circuit Court Clerk to collect this fee will provide additional revenue to the City; and

**WHEREAS**, the required public hearings on the proposed amendment have been conducted; and

**WHEREAS**, this City Council has considered staff recommendations;

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Charlottesville, Virginia that Chapter 30, Section 426, of the Code of the City of Charlottesville, 1990, as amended, be and hereby is amended and reenacted as follows:

**Sec. 30-426. - Funding of courthouse security personnel.**

There is hereby assessed a fee of ~~ten dollars (\$10.00)~~ **twenty dollars (\$20.00)** as part of the costs in each criminal or traffic case in which the defendant is convicted of a violation of any statute or ordinance; provided such actions are filed in the General District Court for the City of Charlottesville or in the Circuit Court for the City of Charlottesville. The costs so assessed shall be used for the funding of courthouse security personnel. The fees shall be collected by the clerks of the respective courts involved and remitted to the city treasurer, who shall hold the fees in a designated account subject to disbursements by the governing body for the purposes stated above.

Suggested Motion: I move that Chapter 30 - Section 426 of the Code of the City of Charlottesville be amended per staff recommendation.



# **City Manager's Report**

## *City Departments*

10-21-2024

### **City Manager – Sam Sanders (he/him)**

- I offer my sincere thanks to staff and community members who contributed to recent recognition for the City of Charlottesville:
  - Congratulations to the Sustainability Team for continuing to steward the city's efforts to promote water conservation through education outreach and water efficient products and appliance. 7<sup>th</sup> year in a row to be recognized by the EPA.
  - Congratulate CAT on receiving the Community Changemaker Award from C3 at its annual Party for the Planet on October 4<sup>th</sup>.
  - AIA Central Virginia selected the Charlottesville Board of Architectural Review as a recipient of this year's Community Service Award.
- October 4: Attended the annual CPD Appreciation Dinner where I had the honor of joining Chief Kochis in celebrating the achievements of our sworn and civilian staff for exceptional achievement in the past year. It was a great event where I was also able to express the support and appreciation to our law enforcement team for a grateful community.
- October 8: Offered opening remarks to over 100 staff assembled to serve as City Strategists for the Strategic Planning process internal to the city organization. We have an energetic and optimistic group who were ready to share their expertise in helping to craft the strategies and measures to support implementing Council's Vision of Charlottesville: To be a place where everyone thrives.
- October 9: Attended the Jaunt Shareholders meeting where I cast a vote to add Ben Chambers, the city's transportation planning manager to the Jaunt Board of Directors. Congratulations Ben!
- October 11: Met with Senator Deeds and Wendy Horton to discuss community health access needs and committed to continuing the conversation.
- October 11: Toured the Restoration-Hope House with Sandra Carter and Christine McMakin to see one of the key partners in re-entry transition services in our community.
- October 13-15 Attended the Annual Conference and Meeting of the Virginia Municipal League in Virginia Beach. It was a great opportunity to network with peers from across the state, hear updates on policy matters for the upcoming session, and to explore ideas from other communities on matters of homelessness, emergency management, and community engagement.

### **Deputy City Manager for Social Equity – Ashley Marshall (she/her)**

- DCM-SE Marshall was appointed to participate as a member of the National ICMA 2024-2025 Assistant Chief Administrative Officer Committee.
- On September 17, 2024, DCM-SE participated as a panelist for the Virginia Women's Foundation's "Women On Board" session, which discussed the need for gender diversity on nonprofit, government, and for-profit boards.
- At the ICMA Annual Conference DCM-SE
  - Served as a discussant and presenter at the ICMA Session entitled: "Moving the Needle: Economic Mobility Strategies for Next Gen Leaders"
  - Served as a discussant and presenter at the ICMA Session entitled "Real Talk: Doing the Work of DEI" on September 22, 2024.
  - Filmed an ICMA-TV segment on September 22, 2024, focusing on the City of Charlottesville and its equity work
  - Participated in the Equity and Inclusion Leader's Lunch on September 22, 2024

- Served as a panelist for a three-person discussion on the impact of women's service in local government and the barriers they may face during the SheLeadsGov Luncheon on September 23, 2024. The sold-out luncheon had roughly 300 attendees.
- Presented her capstone report as a part of the 2024 ICMA Leadership Institute on Race, Equity, and Inclusion Fellowship. This competitive fellowship is co-sponsored by ICMA, the Kettering Foundation, and the National Civic League. Information on all of the participant's capstones can be found at the following link using a document created by DCM-SE Marshall on behalf of the Fellows: <https://tinyurl.com/bdhfb8e7>
- On September 20, 2024, DCM-SE presented as part of the National League of Cities "Guiding Economic Mobility in Your Community: New Research Release by Opportunity Insights" webinar to discuss how she is using the Opportunity Atlas tool for the City of Charlottesville's Economic Prosperity work.
- On Friday, October 4, 2024, attended VLGMA Deputies and Assistants Meeting in Louisa County along with DCM-Administration Ratliff and Office of Sustainability Director Riddervold to learn more about advances in nuclear and solar power.
- DCM-SE Marshall was invited to participate in the e planning process for the 2025 National Economic Mobility and Opportunity Conference to be held in May 2025 (<https://emoconference.org/>). The Conference is sponsored by ICMA, NLC, and other critical local government organizations.

#### **Deputy City Manager for Operations – James Freas (he/him)**

- In partnership with Preservation Piedmont, DCM-O organized a book launch event on October 5<sup>th</sup> with Sarah Bronin, who recently authored the book *Key to the City: How Zoning Shapes Our World*. The event was well attended despite the excellent weather.
- DCM-O is working with Transit, Police, and DPW to reopen the upper floor of the Transit Center as an emergency operations center for use during Downtown Mall events. Anticipated timeline is 9 months to a year to complete necessary modifications.
- In response to the tragic death of a pedestrian in a vehicular crash on Elliot Street, DPW has installed some immediate quick-build safety improvements at the 1<sup>st</sup> St intersection including signage, striping to narrow the vehicular lanes, and new bollards at the intersection to narrow the crossing distance.
- On September 14<sup>th</sup> DCM-O, DCM-SE, and planning staff from NDS joined community members at the kick-off event for UVA's visioning process for UVA Health owned properties at Grove Street and the Oaklawn property in the Fifeville neighborhood.

#### **Neighborhood Development Services – Director Kellie Brown (she/her)**

- Matt Alfele was recently promoted into a new position, Planning Manager for Development Review. In this position he will be leading the development review process for the City, including site plan and special permit review and rezoning requests.
- NDS has recently advertised a new position, Planning Manager for Long Range Planning, which will be responsible for leading the City's planning program for Small Area Plans, Comprehensive Plan updates, and zoning amendments.

- NDS continued its monthly Neighborhood Walks series in the Venable neighborhood on October 13<sup>th</sup>. The next Neighborhood Walk will take place in the 10<sup>th</sup> & Page neighborhood on November 10<sup>th</sup> at 2 PM, meeting at the bike rack at 341 11<sup>th</sup> St NW.
- Hundreds of walkers, runners, and bikers hit the Rivanna Trail on October 6<sup>th</sup> to celebrate Loop De'Ville, which was co-sponsored by the City and Albemarle County this year. Participants got the chance to explore over 20 miles of trails around the City and enjoy music, food, and fun at the Rivanna River Company. If you weren't able to attend this year, guided monthly walks are offered by the Rivanna Trail Foundation. November's walk will start in Pen Park at noon on November 17<sup>th</sup>.
- On October 15<sup>th</sup>, the BAR recommended City Council approve proposed changes and updates to the Architectural Design Control District Design Guidelines regarding Outdoor Cafes. Staff anticipates presenting the changes to Council this fall.
- On October 23<sup>rd</sup>, [AIA Central Virginia](#) (American Institute of Architects) will celebrate The Charlottesville Board of Architectural Review as a recipient of this year's Community Service Award. The Community Service Award honors our Board for its remarkable contributions to the built environment in Central Virginia through public advocacy and by upholding the integrity of design in Charlottesville. AIA Central Virginia recognizes that their efforts have enriched our community and made a lasting impact on how the public perceives and interacts with the built environment.
- Charlottesville's Downtown Mall serves as a regional gathering place for residents and the thousands who annually visit the area. [Recently listed on the VLR \(Virginia Landmarks Register\) and the NRHP \(National Register of Historic Places\)](#), the Mall's 50<sup>th</sup> anniversary in July 2026 coincides with our nation's 250<sup>th</sup> birthday. As part of Charlottesville's continuing stewardship of the Mall, Neighborhood Development Services and Parks & Rec have co-sponsored a grant request to the Virginia Department of Historic Resources for **the Downtown Mall Preservation and Rehabilitation Project**. DHR will announce grant awardees before the end of 2024. [\[VA250 Charlottesville, DHR Preservation Fund\]](#)
- The Charlottesville and Albemarle Planning Commissions will restart their periodic work session opportunities on Tuesday October 29, 2024 at 5:30 at the County Office building (McIntire Road) Room 241. There will be a presentation on the Resilience Together Project by city and county staff and an opportunity for Commissioner discussion and feedback for next steps of the project. Both Planning Commissioner's look forward to the opportunity to meet.

### **Human Services – Director Misty Graves (she/her)**

- In early September, Department of Human Services staff participated in a training conducted by Dr. Channing Matthews on the topic of how to apply Justice Equity Diversity and Inclusion practices into the work of a human services professional. The Department strives to support staff so they are trained to provide the best services to the residents we serve as supports City Councils overall commitment as part of their Strategic Plan.
- Charlsie Stratton, Deputy Director, received this year's United Way Caring for Community Award for Above and Beyond Employee (non-childcare). Ms. Stratton was

nominated by a community member who acknowledged her ability to lead others with compassion, commitment, and respect.

- Youth Council newly appointed members gathered at the end of September to kick-off the 2024 – 2025 school year. Currently, 13 members of Youth Council have been appointed to research issues facing youth and offer a presentation to Council on potential solutions from youth's perspectives.
- On October 2, 2024 the Department of Human Services Community Attention Youth Internship Program (CAYIP) received notice that the Anne & Gene Worrell Foundation's Grants Committee voted to award the City of Charlottesville \$42,480 to support CAYIP. These funds will help cover operations and stipends for youth ages 14 – 21 in meaningful internship opportunities in the Charlottesville Area.
- The Pathways Fund has dispersed \$228,929 in the first quarter to eligible household for rent, mortgage, and/or utility bill relief. Charlottesville residents who need financial assistance may contact the Community Resource Hotline at 833-524-2904 Monday through Friday from 9 – 5 pm.

### **Parks & Recreation – Director Riaan Anthony (he/him)**

- Programs:
  - The Downtown Safe Halloween will be Saturday, October 19th from 2pm to 4pm. There will be candy, games, costume contests, fun Halloween crafts and more!
  - The Children's Festival Down by the Bog will be held Sunday, October 20th from 2pm to 4pm at Booker T. Washington Park. Parks and Rec will be joining Wildrock, JMRL, PBS Kids and more for a fun family event.
  - The Masquerade Halloween Party will be Saturday, October 26th from 6pm to 8pm at Carver Recreation Center. Dress up in your favorite costume and bring your family for a night of music, dancing and fun!
  - Registration for Youth Basketball is now until December 1st. The season will run from January 18 to March 23, 2025. Youth skills assessment will take place December 10th to 12th.
- Golf:
  - Meadowcreek Golf Course celebrated 50 years of service on September 19, 2024.
  - The Fall Scramble event will take place on Saturday, October 19. Registration is open and you can register individually or as a team at: [Registration \(constantcontactpages.com\)](https://constantcontactpages.com)
  - The Four Ball Championship has been rescheduled to November 2 – 3 due to excessive rain the past week. Registration is still open and you can register online at: [Charlottesville Amateur Four Ball Championship \(constantcontactpages.com\)](https://constantcontactpages.com)
- Master Plan:
  - All presentations and community engagement results are now posted online at: Charlottesville Parks and Recreation Master Plan: [Charlottesville Parks and Recreation Master Plan | EngagePros \(mysocialpinpoint.com\)](https://mysocialpinpoint.com) is scheduled for December 17, 6:00 pm at Carver Recreation Center where they will present the Key Technical Findings, Preliminary Recommendations and Framework Plans.



### **Utilities – Director Lauren Hildebrand (she/her)**

- The Department of Utilities is proud to announce that we have completed the federally mandated Lead Service Line Inventory ahead of schedule. The Department of Utilities has found no evidence of lead water service lines in either the city or private distribution system. The Department of Utilities takes great pride in providing safe and high quality water to our customers and we will continue to collect data to improve our inventory. If you wish to participate or find out more about our program, please visit [www.charlottesville.gov/waterquality](http://www.charlottesville.gov/waterquality) to view our dashboard and interactive map.

### **Public Works – Director Steven Hicks (he/him)**

- Public Service:
  - Leaf collections will begin on Monday, November 4th and each neighborhood will be serviced by vacuum trucks three times during the season on a set rotating schedule.
- Key Highlights:
  - Residents can sign up for text alerts reminding them of when their collection week is coming up.
  - Leaves will be collected loose at the curb (no bags).
  - A drop-off location is also available on Saturdays for residents to utilize.
  - Leaves are brought to a local farm for composting, which reduces greenhouse gas emissions and improves local soils.
- Sign up for Text Alerts:
  - Residents can sign up to receive text alerts on their phone reminding them of when their leaf collection week is approaching. To sign up, text your address to 434-771-0251.
- On the City Website:
  - Full information - including tips for where to pile loose leaves for curbside pickup, a map with neighborhood collection zones and schedules, and other information is available online at [www.charlottesville.gov/leaves](http://www.charlottesville.gov/leaves). Residents can also call with questions (434-970-3830).

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



Agenda Date:	October 21, 2024
Action Required:	Approval of the <i>2024 ReadyKids Youth Services Project</i> and the appropriation of associated CDBG-CV COVID relief funds, in the amount of \$50,000
Presenter:	Anthony Warn, Grants Analyst
Staff Contacts:	Anthony Warn, Grants Analyst Taylor Harvey-Ryan, Grants Program Manager
Title:	<b>Public Hearing and Resolution for the 2024 ReadyKids Youth Services Proposal, a Major Amendment to the Program Year 2024-25 Annual Action Plan in the amount of \$50,000 (CDBG-CV) (1 of 2 readings)</b>

**Background**

The City of Charlottesville 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. This proposal seeks to continue the city's proud tradition of using CDBG funds to support meaningful high impact community development activities by supporting the preservation and strengthening of the services ReadyKids is able to provide to area youth and families who have been severely impacted by the COVID pandemic.

**Discussion**

ReadyKids is one of the oldest nonprofit organizations in Charlottesville and has been providing valuable supports to area families and children in need for over 100 years, having first opened their doors in 1921 as the Children's Home, a residence for children orphaned by the Spanish flu epidemic. ReadyKids provides a wide range of critical supports to area children and families in the city of Charlottesville through counseling programs, family supports and early learning opportunities, all in support of a vision of 'a world where every child is learning, healthy and safe.'

Over its long history of service here in Charlottesville, ReadyKids has built its programs on a commitment to community engagement and cultural responsiveness to drive the evolution and adaptation of our programs that meet the current needs of children and their families. The most pressing area of need they encounter is a dramatic increase in requests for mental health supports, maternal and infant supports, and early learning opportunities growing out of the COVID-19 pandemic.

**Community Needs**

ReadyKids continues to refine their understanding of the profound impacts of the COVID pandemic on the mental health and school readiness of area children and youth. Research and data indicate

that as a direct result of the pandemic youth are experiencing higher rates of isolation, depression, and anxiety. According to 2024 Kids Count Data Book, following COVID, 20% of American families have concerns about their child's developmental progress. Compounding this is the fact that households with children 0-4, up to 58% of those households had childcare that was disrupted due to COVID.

In 2021, the American Academy of Pediatrics (AAP) declared a National Emergency in Child and Adolescent Mental Health. Rates of childhood mental health concerns and suicide rose steadily from 2010-2020, and by 2018, suicide was the second leading cause of death for youth ages 10-24. AAP concludes that the pandemic has intensified this crisis, as evidenced by dramatic increases nationwide in Emergency Department visits for all mental health emergencies, included attempted suicides.

This matches the steady increase year over year for referrals that ReadyKids has seen across all of their program areas. ReadyKids, for example, tracks the referrals for services it receives and in 2023, 408 referrals were left unfilled, demonstrating a significant need within the Charlottesville area that far surpasses their current capacity. In regard to early learning opportunities, for families with incomes under 200% of the federal poverty level, there is one (1) publicly funded slot available for every seven (7) infants and toddlers. Similarly, Kindergarten readiness is a reliable predictor of later positive outcomes. In the state of Virginia, the lack of access to high-quality early learning opportunities following the pandemic as 68% of fourth graders are not proficient in reading, and 69% of eighth graders are not proficient in math.

In fiscal year 2024, ReadyKids provided services to over 5,000 kids, parents, and caregivers across their seven programs areas.

### Proposal

ReadyKids operates within an environment of ever-increasing need for its services combined with an ever-changing landscape of state and federal funding. The organization has faced significant funding loss due to these changes, both in terms of the amounts its traditional funders are able to provide through grants and donations but also through a diminishment of the buying power of the funding they do receive. ReadyKids received approximately \$145,000 from ARPA to sustain critical programs through the COVID-19 pandemic. Despite the fact that these funds will soon be fully expended, the need for services persists and grows and ReadyKids remains committed to maintaining the stability and capacity of all of their program areas .

This challenging operating environment provides the City with an opportunity to draw on a portion of the unspent CDBG-CV COVID relief funds made available by HUD to help communities prevent, prepare for, and respond to the COVID-19 pandemic.

Additionally, the funds proposed to be reprogrammed here constitute a portion of the COVID relief funds available to the city by HUD and have not previously been appropriated by Council, and, therefore, no current Council-approved activities will be impacted by approval of this this proposal.

### Beneficiaries

The primary beneficiaries of this funding include infants, children, and youth in the city of Charlottesville from ages 0-17 who are low-income, uninsured or underinsured, and who need access to the counseling, family support, and early learning opportunities in which ReadyKids

specializes. Beneficiaries of Inside Out counseling, for example, must be the victim of a crime or have experienced discrimination. Similarly, beneficiaries of the Teen Counseling program are teens in need of short-term crisis support for mental health needs and risk of family disruption. Beneficiaries of the Healthy Families program include those who are pregnant and/or families with children aged 0-5 who have high-risk factors in areas of: housing, employment, family disruption, adverse childhood experiences, and isolation. Beneficiaries of their Early Learning programs are children aged 0-5 and their caregivers. (Caregivers can include family members and early childcare providers.)

An ancillary benefit of this funding stems from the fact that while ReadyKids services are primarily directed at the children and youth they serve, the families of these youth and children also benefit in direct and indirect ways.

### **Conclusion**

In the end, ReadyKids celebrated their centennial in the midst of the COVID-19 pandemic, and in spite of the challenges the pandemic presented, ReadyKids remained committed to its goal of ensuring that children and families in need were still safely receiving the services they needed during unprecedented times.

### **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 community in which everyone can thrive. This alignment stems in part from its strengthening of Partnerships between the City and its youth services partners like ReadyKids. Additionally, Council has envisioned Charlottesville as a city committed to Education and supportive of broad and well-integrated educational opportunities ReadyKids provides.

This proposal also directly supports the City's Organizational Mission by reinforcing Charlottesville as a diverse and a compassionate organization dedicated to providing excellence in public service for a resilient and sustainable community.

### **Community Engagement**

This proposal benefits from a high degree of community engagement, specifically related to the many forums and conversations the city has hosted about the need for supporting youth service programs. In addition, Council has long reviewed the goals & objectives of the city's CDBG program and renewed them on an annual basis at public hearings in which the community is invited to provide comment and the approved resolutions consistently prioritize supporting childcare services.

Additionally, two public hearings are scheduled for discussion of this proposal during which time members of the public are invited to provide comment prior to consideration and final approval by recorded vote of the duly elected City Council.

### **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 an important and pressing community need directly related to the ongoing COVID pandemic.

### **Recommendation**

Based on the anticipated benefits of the current proposal to the children and families of Charlottesville struggling with the impacts of the COVID pandemic, staff recommends that Council approve the proposed use of CDBG-CV COVID relief funds as presented here. Staff also recommends Council approve the appropriation of associated funds within the city's CDBG Fund as needed to fully implement the proposed program and related enhancements:

**I move that Council by the RESOLUTION before us approve the 2024 ReadyKids Youth Services Project and appropriate associated CDBG-CV COVID relief funds to support the implementation of this proposal.**

### **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 programs 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 expending these funds.

### **Attachments**

1. RES\_2024 ReadyKids Youth Services Supports Proposal, \$50,000 (CDBG-CV) appropriation

## RESOLUTION TO APPROPRIATE FUNDS

### **Resolution to Approve the 2024 ReadyKids Youth Services Project and to Appropriate Associated CDBG-CV Covid Relief Funds, a Major Amendment in the Amount of \$50,000**

**WHEREAS** the City of Charlottesville has been recognized as an entitlement community by the U.S. Department of Housing and Urban Development (HUD) and, as such, City Council has previously approved certain sums of federal grant receipts to support the city's Community Development Block Grant (CDBG) Fund; and

**WHEREAS** the City now has the opportunity to support children and families in need of critical youth services growing out of the recent Covid pandemic; and

**WHEREAS** this project will support Council's Strategic Plan Framework vision of the City of Charlottesville as a community in which everyone thrives by strengthening partnerships between the City and its youth services providers and as a city committed to education and supportive of broad and well-integrated educational opportunities;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the proposed project as presented here today before Council is approved and that the Office of Community Solutions is hereby authorized to begin work to implement said program.

**BE IT FURTHER RESOLVED** that, in support of this program, appropriations made within the CDBG Fund be amended by the respective amounts shown below and that the balance accumulated in the Fund as a result of these adjustments be hereby appropriated to the revenue account indicated below, as follows:

<i>Expenditure Account(s)</i>	<i>Fund</i>	<i>Proposed Reductions</i>	<i>Proposed New Balance</i>
1900379	218	(\$1,807.22)	\$0.00
1900397	218	(26,753.89)	\$0.00
3914004000	218	(\$21,438.89)	\$94,925.71

<i>Revenue Account</i>	<i>Fund</i>	<i>CC</i>	<i>Proposed Addition</i>	<i>New Balance</i>
FY25 ReadyKids Youth Services CDBG-CV PY24+	218	1900567	\$50,000.00	\$50,000.00

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 execution of the funded program.

**BE IT FURTHER RESOLVED** that any unspent funds available after this HUD-funded activity is completed and closed out with HUD will hereby be returned to the unallocated lump sum account within Fund 218 to be reallocated to suitable new activities by Council at a later date.

**BE IT FURTHER RESOLVED** that these appropriations are conditioned upon the receipt of not less than \$50,000.00 in CDBG-CV COVID relief funds from HUD for Program Year 2024-25 activities.

**FINALLY, BE IT FURTHER RESOLVED** that the funding award appropriated within this resolution will be provided as a grant to a private non-profit, charitable organization ('subrecipient') and shall be utilized by the subrecipient solely for the purpose stated within their approved Scope of Work. The City Manager is hereby authorized to enter into an agreement with the subrecipient named herein as deemed advisable, to ensure that the grants are expended for their intended purposes and in accordance with applicable federal and state laws and regulations.

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



Agenda Date:	October 21, 2024
Action Required:	Approve Resolution (1 reading - Public Hearing)
Presenter:	Chris Engel, Director of Economic Development
Staff Contacts:	April Wimberley, Assistant City Attorney Chris Engel, Director of Economic Development
Title:	<b>Public hearing and resolution to authorize a lease at 1520 E. High Street</b>

**Background**

In 2023, the City acquired 23.8 acres of land near and along the Rivanna River commonly referred to as 0 East High Street. The properties were largely undeveloped and vacant with the exception of a single-family residence on Caroline Avenue and a business operating as Rivanna River Company (RRC) located at 1520 East High Street. Both leases remain in effect and transferred with the property sale to the City.

**Discussion**

Upon closing and at the direction of the City Manager the residential lease was added to the portfolio of the Office of Community Solutions for management and the business lease was added to the Charlottesville Economic Development Authority (CEDA) portfolio. The CEDA has experience managing commercial leases and the Office of Economic Development (OED), which provides staff to CEDA, had an existing business relationship with the tenant. The Rivanna River Company provides access to the Rivanna river through seasonal kayaking, tubing and canoe trips, summer concerts and a fall/winter sauna experience.

Upon expiration of the assumed lease and at the request of the current tenant, a new lease has been developed and reviewed by all parties and presented for review and approval at this meeting. The lease functions essentially as a ground lease and the tenant bears all expenses associated with maintaining the property and the business and pays a monthly rent of \$800 with an annual increase. In addition, the tenant agrees to brush-hog the entire parcel and maintain a trash can along the Rivanna Trail for public use. The term of the lease is 5 years.

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

This item aligns with the Strategic Outcome Areas of Economic Prosperity and Recreation, Arts and Culture.

**Community Engagement**

The item is scheduled for a public hearing prior to council action.



**Budgetary Impact**

No immediate budgetary impact. Rental revenue not used for improvements to the property will accrue to the city.

**Recommendation**

Staff recommends approval of the resolution.

**Alternatives****Attachments**

1. 1520 E. High St. lease resolution 10.16.24
2. 1520 E. High St. Lease Agreement 9.16.2024

**RESOLUTION APPROVING A LEASE OF PROPERTY AT  
1520 EAST HIGH STREET TO THE RIVANNA RIVER COMPANY, LLC**

**WHEREAS**, in 2023 the City acquired 23.8 acres of land near and along the Rivanna River commonly referred to as 0 East High Street; and that these properties have remained largely vacant and undeveloped, with the exception of a single-family residence on Caroline Avenue and a business operating as the Rivanna River Company, LLC, located at 1520 East High Street; and

**WHEREAS**, the leases on both properties remain in effect and were transferred with the purchase of the property by the City; and

**WHEREAS**, the Rivanna River Company, LLC desires to lease certain City-owned property for a term of five (5) years, and City Council has considered the terms of the proposed lease, and has conducted a public hearing in accordance with the requirements of Virginia Code Sec. 15.2-1800(B);

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that the lease of City-owned property located at 1520 E. High Street, Charlottesville, Virginia, to the Rivanna River Company, LLC, presented to Council this same date for consideration, is hereby APPROVED and the City Manager is hereby authorized to execute the approved lease on behalf of City Council.

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

Approved by Council  
October \_\_\_\_, 2024

\_\_\_\_\_  
Kyna Thomas, MMC  
Clerk of Council

Suggested Motion: I move that the lease of 1520 E. High St. to the Rivanna River Company, LLC is hereby APPROVED.

## LEASE AGREEMENT

**THIS LEASE AGREEMENT (“Lease”)** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between THE CITY OF CHARLOTTESVILLE, VIRGINIA (“**Owner**”), and the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF CHARLOTTESVILLE, VIRGINIA, a political subdivision of the Commonwealth of Virginia that has been designated by Owner to manage the Premises (“**Landlord**”), and RIVANNA RIVER COMPANY LLC, a Virginia limited liability company (“**Tenant**”).

In consideration of the mutual covenants and promises herein set forth, the parties hereto agree as follows:

1. Leased Premises. Landlord hereby leases and demises to Tenant, and Tenant hereby leases and accepts from Landlord, certain premises consisting of approximately 5.1 acres of land in the City of Charlottesville, Virginia (the “**City**”) at the northern end of City Tax Parcel No. 500144000, the boundaries of which premises are shown on the sketch attached hereto and incorporated herein as Exhibit A (“**Leased Premises**”). The Leased Premises are demised to the Tenant together with all improvements thereon and all riparian rights and other rights and easements appurtenant thereto.
2. Term of Lease. This Lease shall initially be for a term of 5 years (“**Initial Lease Term**”), commencing on December 1, 2024 (“**Commencement Date**”) and expiring at midnight on November 30, 2029, unless sooner terminated as provided herein. The Initial Lease Term and any Renewal Terms exercised as provided in Section 3 are collectively referred to as the “**Lease Term**”.
3. Option to Renew. Reserved.
4. Rent. Tenant shall pay to the Landlord the annual rental of \$9,600.00 (“**Annual Rent**”), payable in equal monthly installments of \$800.00 each, in advance, by the fifth (5<sup>th</sup>) day of each calendar month (“**Due Date**”). Each monthly installment of Annual Rent shall be paid by check mailed to the Landlord at P.O. Box 911, Charlottesville, Virginia 22902, so that it will be received by Landlord on or before the Due Date. Upon at least 10 business days’ prior written notice from Landlord, Tenant shall thereafter deliver all further payments of Annual Rent or other sums payable to Landlord under this Lease (collectively, “**Rent**”) by electronic funds transfer to Landlord’s designated account at a U.S. financial institution. Landlord may change such designated account at any time by notifying Tenant of such change at least 10 business days prior to the date such change will take effect.
5. Rent Increase. The Annual Rent shall increase each year on the anniversary of the Commencement Date by an amount equal to two percent (2%) of the Annual Rent payable during the preceding 12-month period.
6. Security Deposit. None.

7. Use of Premises. Tenant represents and warrants that it will use and occupy the Leased Premises for only the uses permitted thereon pursuant to applicable zoning, as amended from time to time (including lawful nonconforming uses, temporary uses and conditional uses, subject to obtaining any requisite zoning approvals and compliance with associated conditions). Tenant shall not use the Leased Premises for any residential purpose(s), unless with the advance written permission of the Landlord.

8. Care and Maintenance of Premises.

(A) Tenant acknowledges that it has had an opportunity to inspect the Leased Premises, and accepts the Leased Premises “as-is.” Tenant acknowledges that, based on its own inspection of the Leased Premises, the Leased Premises are suitable for its intended purposes. Landlord makes no warranties or representations as to the suitability of the Leased Premises for Tenant’s intended purposes.

(B) Tenant shall be responsible for maintenance of the Leased Premises, at its expense, and shall at all times keep and maintain the Leased Premises in an orderly condition and in substantially the same condition and repair in which the Leased Premises were delivered to the Tenant on the Commencement Date, reasonable and ordinary wear and tear excepted. Without limiting the foregoing, Tenant shall, at its expense:

(i) maintain, repair and replace all landscaping, lawns, fences, ditches, culverts, benches, paths, roads, alleys, driveways, parking areas, signs, lighting and other improvements to the Leased Premises now existing or installed in the future by Tenant; excluding, however, the 15-foot-wide easement strip containing the Rivanna Trail, which will remain Landlord’s responsibility.

(ii) keep and maintain the Leased Premises, and any alterations or improvements made by Tenant therein, in compliance with the requirements of all applicable statutes, ordinances, regulations, covenants, conditions or requirements of all municipal, state and federal authorities, whether now in force or which may hereafter be in force, pertaining to the Leased Premises, occasioned by or affecting Tenant’s use thereof;

(iii) conduct its business in a manner that does not constitute a nuisance or attract vermin or insects; and

(iv) refrain from using or storing hazardous materials and hazardous substances on the Leased Premises, other than commercially reasonable amounts of hazardous materials and hazardous substances used in the ordinary course of maintaining, repairing and improving the Leased Premises and conducting Tenant’s business, provided that the same shall be used, stored and disposed of in compliance with all applicable laws.

(C) Without limiting the foregoing, as additional consideration for this Lease, Tenant shall provide seasonal mowing and brush-hogging of the entire parcel containing the Leased Premises and furnish and maintain a trash can along the Rivanna Trail for use by the public throughout the Lease Term.

9. Alterations. Tenant may, with advance written consent of the Landlord, and subject to applicable building code and zoning regulations, make alterations or improvements that are permanently affixed to the Leased Premises. Landlord's consent shall not unreasonably be withheld; however, all costs and expenses for the installation, maintenance, repair and replacement of such alterations and improvements shall be the responsibility of the Tenant. This Section 9 shall not require Landlord's consent to place any signs on or about the Leased Premises, provided the same are in compliance with Section 12. At the Landlord's sole option, any alterations or improvements that are permanently affixed to the Leased Premises shall become the sole property of the Landlord upon the expiration or earlier termination of this Lease; provided, however, that Landlord, at its sole option, shall also have the right to require the Tenant to remove any such alteration or improvement upon the expiration or earlier termination of this Lease. If Landlord elects to require Tenant to remove any alterations or improvements that are permanently affixed to the Leased Premises, then Landlord shall give written notice to the Tenant at least thirty (30) days prior to the expiration or termination date, and then Tenant shall, at Tenant's sole expense, remove the alterations or improvements and restore the Leased Premises to the condition in which they existed on the Commencement Date of this Lease (reasonable wear and tear excepted).

10. Tenant's Furnishings and Fixtures. Tenant shall have the right to place within the Leased Premises Tenant's own furnishings, fixtures, equipment and movable improvements that are not permanently affixed to the Leased Premises (collectively, "**Tenant's FF&E**"). Upon the expiration or earlier termination of this Lease, Tenant shall, at its sole expense, remove the Tenant's FF&E, shall repair any damage(s) caused by such removal, and shall restore the Leased Premises to the condition in which they were delivered to Tenant on the Commencement Date (reasonable wear and tear excepted). Landlord acknowledges that Tenant placed furnishings, fixtures, equipment and movable improvements within the Leased Premises prior to the Commencement Date, and agrees that the same shall be considered part of Tenant's FF&E and may be removed by Tenant upon the expiration or earlier termination of this Lease. Notwithstanding the foregoing, Landlord and Tenant may, by mutual written agreement executed at least thirty (30) days prior to the expiration or termination date, agree upon the terms and conditions under which any of Tenant's FF&E may remain within the Leased Premises and become the sole property of the Landlord.

11. Casualty; Condemnation. Neither the Landlord nor its authorized agents shall be liable for any damage or personal injury to Tenant, or to any other persons, or with respect to any personal property, caused by: flood, fire, explosion, water, busted or leaking pipes, malfunctioning sprinklers, steam, plumbing, gas, oil, electricity, electrical wiring, rain, ice, snow or any leak or flow from or into any part of the Leased Premises or any improvements thereon, or due to any other cause whatsoever, unless such damage or

injury is caused by a negligent act or omission of the Landlord or its agent for which the Landlord or agent may be held responsible under the laws of the Commonwealth of Virginia. In the event that the Leased Premises or Tenant's FF&E are totally destroyed by flood, fire, wind or other casualty, or in the event that the Leased Premises or Tenant's FF&E are so damaged that Tenant cannot reasonably conduct its business at the Leased Premises (any of the foregoing, a "**Casualty**"), then Tenant, at its sole option, shall have the right to terminate this Lease by so notifying Landlord within sixty (60) days after such Casualty. In such event, Rent shall abate in full for the unexpired portion of the Lease Term, effective as of the date of the Casualty. If Tenant does not exercise the foregoing termination right, then the Lease shall remain in full force and effect except that Annual Rent shall be reduced for the remainder of the Lease Term in proportion to the area of the Leased Premises rendered unusable by the Casualty, as determined by the Landlord in its sole discretion. During the Lease Term, Landlord shall not take any property adjoining the Leased Premises (including any land providing access to the Leased Premises by vehicles, pedestrians or watercraft) for any public or quasi-public use by right of eminent domain or purchase in lieu thereof (any of the foregoing, a "**Taking**"), without Tenant's advance written consent, which shall not be unreasonably withheld provided that such Taking does not impair access to or use of the Leased Premises for Tenant's business.

12. Signs. Subject to compliance with the City's zoning ordinance, as applicable, Tenant shall have the right to place and maintain the following signs on or about the Leased Premises (collectively, the "**Permitted Signs**"): (a) a new sign advertising Tenant's business on the East High Street frontage of the Leased Premises, and (b) all signs existing, as listed in EXHIBIT B, as of the Commencement Date. Other than the Permitted Signs, Tenant shall not display or erect any lettering, sign, advertisement, sales apparatus or other projection upon the Leased Premises without obtaining the prior written consent of Landlord and such permits as may be required by the City's zoning ordinance.

13. Taxes. Landlord shall be responsible for any stormwater utility fees assessed against the parcel containing the Leased Premises. The parcel containing the Leased Premises is exempt from real estate taxes and the City does not presently tax leasehold interests. In the event that the parcel containing the Leased Premises becomes taxable, Landlord shall be responsible for paying the same. Tenant shall pay all personal property and business license taxes imposed by the Commonwealth of Virginia or the City on the Tenant.

14. Utilities. Tenant shall be responsible for all deposits, costs and expenses for utilities used by Tenant at the Leased Premises, if any. All applications and connections for communications services shall be made in the name of the Tenant only, and Tenant shall be solely liable for charges as they become due. As of the Commencement Date, the only utilities used by Tenant at the Leased Premises are electricity and internet.

15. Insurance. Tenant shall obtain and shall maintain, throughout its tenancy at the Leased Premises, all of the required insurance noted below:

(A) Commercial general liability insurance covering Tenant's activities and operations within the Leased Premises. The general liability insurance shall have limits of not less than \$1,000,000.00 per occurrence.

(B) The insurance required by paragraph (A) above shall be endorsed: (i) to name the Landlord, and Landlord's officers, employees and agents, as additional insured parties, (ii) to provide a waiver of any subrogation in favor of the Landlord, its officers, employees, and agents, in connection with any covered loss, and (iii) to provide Landlord thirty (30) days' advance written notice of cancellation or any material change in coverage.

(C) Tenant shall furnish to Landlord evidence of the insurance or endorsements required by paragraphs (A) through (B) above upon execution of this Lease Agreement.

16. Assignments and Subleases. Tenant shall not assign its rights or obligations under this Lease Agreement, and shall not enter into any sublease of the Leased Premises, without the prior written consent of Landlord.

17. Landlord's Right of Entry. Landlord and its agent(s) shall have a right to enter upon the Leased Premises at reasonable times and upon reasonable notice given to Tenant, for the purpose of inspecting the Leased Premises or for performing any action Landlord has a right to perform under this Lease (including, without limitation, for accessing other property belonging to Landlord or others). So long as Tenant's use of the Leased Premises is not disturbed, Landlord may grant or transfer an easement, license, or any other right lawfully held by Landlord in the Leased Premises during the Lease Term, after reasonable notice to Tenant in any such instance.

18. Indemnification. Tenant shall indemnify Landlord against all liabilities, costs, expenses (including reasonable attorney's fees) and losses incurred by Landlord as a result of (A) any Event of Default; (B) any accident, injury or damage caused by Tenant's negligence; (C) Tenant's failure to comply with applicable laws; (D) any mechanics' lien or security agreement or other lien filed against the Leased Premises as the result of Tenant's acts or omissions and Tenant fails to have the same released of record within fifteen (15) days after receipt of notice thereof; or (E) any negligent act or omission of Tenant, its officers, employees, and agents. Tenant's indemnification shall not extend to, and shall expressly exclude, any liabilities, costs, expenses and losses arising from the gross negligence or willful misconduct of the Landlord or its officers, employees or agents.

19. Mutual Waiver of Subrogation. Tenant hereby waives and releases Landlord, and Landlord hereby waives and releases Tenant, from any and all liabilities, claims and losses for which the released party is or may be held liable to the extent of any insurance proceeds received by the other party. Each insurance policy obtained pursuant to the Lease Agreement or otherwise shall contain a waiver by the insurer of any rights of

subrogation or indemnity to which the insurer might otherwise be entitled. No policy obtained by Landlord or Tenant in connection with this Lease or the Leased Premises shall contain a provision relieving the insurer thereunder of liability for any loss by reason of the existence of other policies of insurance providing coverage against the peril involved, whether collectible or not.

20. Landlord's Remedies Upon Default.

(A) Events of Default. The following events (each, an "**Event of Default**") shall entitle Landlord to exercise the remedies set forth in paragraph (B) below:

(i) If Tenant fails in the payment of any Rent, and Tenant does not cure such failure within ten (10) days after Landlord has given Tenant written notice thereof; and

(ii) If Tenant defaults in the performance of any of the other covenants, terms or conditions of this Lease not addressed in paragraph (A)(i) above, and Tenant does not cure such default within thirty (30) days after Landlord has given Tenant written notice thereof (or, if the default is of such nature that it cannot be completely cured within such 30-day period, if Tenant does not commence such curing within such 30 days and thereafter proceed with reasonable diligence and good faith to cure such default).

(B) Upon the occurrence of an Event of Default, Landlord shall have the right to terminate this Lease and all rights of Tenant under this Lease by giving written notice to the Tenant, in which event this Lease shall terminate on the date specified in such notice. On or before such termination date, Tenant shall quit the Leased Premises and surrender the Leased Premises to Landlord, but Tenant shall remain liable as hereinafter provided. Upon such termination date, the Landlord may at any time thereafter resume possession of the Leased Premises by any lawful means and remove Tenant or other occupants and their effects. No failure of the Landlord to enforce any term or condition of this Lease shall be deemed a waiver. In the event Landlord elects to terminate this Lease upon the occurrence of an Event of Default, Landlord may recover from Tenant any unpaid Rent due and owing to the Landlord at the time of termination of the Lease and any other amount necessary to compensate Landlord for all damages proximately caused by Tenant's failure to perform its obligations under this Lease. Alternatively, Landlord shall have the right upon the occurrence of an Event of Default to re-enter and retake possession of the Leased Premises without terminating the Lease and relet the same on behalf of Tenant at such rent and under such terms and conditions as may be commercially reasonable under the circumstances. All rents received by Landlord from such reletting shall be applied as follows: first, to Landlord's reasonable costs incurred in connection with such reentry and reletting, including renovation costs, reasonable attorney's fees, brokerage commissions and advertising costs; second, to all other actual damages and expenses suffered or incurred by Landlord as a result of the Event of Default; and third, to Rent due but not paid by Tenant. Any surplus rents received by Landlord shall be held, without interest and free from the claims of creditors to Tenant, as



security for the continued payment and performance of Tenant's obligations under the Lease until Landlord terminates the Lease or the Lease Term expires, at which time any amount remaining after full payment to Landlord shall be paid over to Tenant. No act of Landlord shall be construed as terminating this Lease except written notice given by Landlord to Tenant advising Tenant that Landlord elects to terminate the Lease due to an Event of Default.

21. Surrender. Upon the expiration or earlier termination of this Lease, or any renewals or extensions hereof, Tenant shall quit and surrender the Leased Premises to Landlord clean and in good order and condition, ordinary wear and tear excepted. Tenant shall, on or prior to the date of expiration or earlier termination, remove all its property (subject to the provisions of Section 9 and Section 10, as applicable), repair all damage to the Leased Premises caused by such removal and make reasonable restoration of the Leased Premises to the condition in which they existed prior to the installation of the property so removed. Any property of the Tenant that remains on the Leased Premises after the expiration or termination of this Lease may be treated by the Landlord as abandoned property. Any item of property which is left on the Leased Premises after the expiration or earlier termination of this Lease that is worth less than \$1,000.00 (one thousand dollars) shall be deemed abandoned and may be immediately removed by the Landlord and disposed of as the Landlord sees fit.

22. Rules and Regulations of Landlord; Stipulations. Tenant covenants that the following rules and regulations shall be faithfully observed and performed by Tenant, its principals, employees and agents, and its invitees:

(A) Tenant shall not do or permit anything to be done in the Leased Premises, or bring or keep anything therein, which will obstruct or interfere with the rights of the Landlord; or which will violate applicable law.

(B) No animals shall be kept by Tenant in or about the Leased Premises and the Tenant shall not suffer any animal(s) to be kept in or about the Leased Premises, other than service animals and domestic pets accompanied by their owners.

(C) Tenant shall comply with any other rule(s) or regulation(s) of Landlord of which Tenant has been given notice, and which are, in Landlord's judgment, necessary or appropriate for the safety, care and cleanliness of the Leased Premises.

23. Quiet Enjoyment. Upon payment of the Rent herein provided for and upon performance of the terms of this Lease, Tenant shall have a right of quiet enjoyment of the Leased Premises.

24. Notices. All notices, consents and other communications required or permitted to be given under this Lease Agreement shall be in writing and delivered by nationally recognized overnight delivery service or by certified U.S. mail, return receipt requested, addressed to the receiving party's address appearing below or at such other address as the receiving party may hereafter specify to the other by notice given in accordance with this

section. A notice shall be deemed to have been given as of the date on which said notice is either signed for or refused as indicated on the postal service or overnight delivery service receipt. The parties' designated addresses for purposes of receiving notices, consents and other communications pertaining to this Lease are as follows:

**Landlord:** Charlottesville Director of Economic Development  
Chris Engel  
605 E Main Street  
Charlottesville, Virginia 22902

**With required copies by email to:** [engel@charlottesville.gov](mailto:engel@charlottesville.gov).

**Tenant:** Rivanna River Company LLC  
Attn: Gabriel and Sonya Silver  
1412 Chesapeake St.  
Charlottesville, VA 22902

**With required copies by email to:** [gabe@rivannarivercompany.com](mailto:gabe@rivannarivercompany.com),  
[sonya@rivannarivercompany.com](mailto:sonya@rivannarivercompany.com) and [tara@boydandsipe.com](mailto:tara@boydandsipe.com).

25. Governing Law. This Lease Agreement shall be construed under and governed by the laws of the Commonwealth of Virginia. Any action to enforce this Lease Agreement, and any other litigation arising out of this Lease Agreement, shall be brought within the Circuit Court for the City of Charlottesville, Virginia and such court shall be the exclusive venue.

26. Successors in interest; Entire Agreement; Amendments. This Lease contains the entire agreement between Landlord and Tenant regarding the lease of the Leased Premises, and may not be altered, changed or amended except by an instrument in writing executed by Landlord and Tenant. This Lease shall be binding upon and shall inure to the benefit of the parties and their successors in interest.

27. No Waivers. No failure of a party hereto to enforce any term or condition of this Lease Agreement, or any of its rights hereunder, shall be deemed a waiver.

28. Interpretation. If any provision of the Lease is illegal, invalid or unenforceable under present or future laws effective during the Lease Term, then such invalidity, illegality or unenforceability shall not affect any other provision hereof and the remainder of the Lease shall be enforceable as if such provision had not been included in the Lease. In computing any period of time described in the Lease, the day of the act or event from which the designated period of time begins to run will not be included. The last day of the designated period will be included, unless it is not a business day, in which event the designated period shall run until the end of the next business day. The final day of any such period shall be deemed to end at 6 p.m., local time at the Leased Premises. A "business day" shall mean each day that is not a Saturday, Sunday or day when the U.S. Postal Service is not scheduled to deliver mail. References to months shall mean calendar

months. Section headings are provided for convenience, and in no way define, limit or affect the scope or intent of the Lease. Pronouns of any gender used in the Lease shall include the other genders, the singular shall include the plural, and the word “including” followed by one or more specific items shall mean “including, without limitation” all of the items in such list, as necessary to give effect to the terms hereof.

29. Force Majeure. Each of the parties shall be excused from delays in the performance of its non-monetary obligations hereunder during any period when such performance is rendered impossible due to any cause beyond such obligated party’s control, including injunction, riot, strike, insurrection, pandemic, war, terrorism, crime, court order, moratorium, shortage, acts of any governmental body or authority or acts of God.

30. Counterparts; Electronic Signatures. The Lease may be executed in counterparts, both of which together constitute a fully-executed Lease. Either party may execute the Lease electronically using an electronic signature service. The Lease may be delivered by facsimile, email or any other form of electronic transmission. Copies of the executed Lease shall be deemed originals for all purposes. To the extent necessary to permit the use of electronic signatures and electronic records for the execution and delivery of this Lease and all amendments thereto and documents contemplated thereby, this section constitutes an agreement by the parties to conduct a transaction by electronic means.

31. Termination. The parties’ rights to terminate this Lease Agreement prior to the expiration of the Lease Term are as set forth in Sections 11 (Tenant’s right to terminate upon a Casualty) and 20(B) (Landlord’s right to terminate upon an Event of Default).

[SIGNATURE PAGE FOLLOWS.]

[COUNTERPART SIGNATURE PAGE TO LEASE AGREEMENT.]

**WITNESS** the following duly authorized signatures and seals as of the date first above written.

**Owner:**  
**CITY OF CHARLOTTESVILLE, VIRGINIA**

**BY:** \_\_\_\_\_  
Name: Samuel Sanders, Jr.  
Its: City Manager

**Landlord:**  
**THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF  
CHARLOTTESVILLE, VIRGINIA**

**BY:** \_\_\_\_\_  
Name: J. Addison Barnhardt  
Its: Chair

**Tenant:**  
**RIVANNA RIVER COMPANY LLC**

**BY:** \_\_\_\_\_  
Name: Gabriel Silver  
Its: Manager and Member

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney's Office

Exhibits Attached:

**EXHIBIT A:** Sketch of Leased Premises  
**EXHIBIT B:** List of Signs

**EXHIBIT A**  
**Sketch of Leased Premises**



**EXHIBIT B**  
**List of Signs**

- Wooden 6'x4' sign and message board facing Rivanna Trail
- 5 18"x24" signs indicating Parking for customers and staff only
- Small sandwich board chalkboard signs (temporary) used at Rivanna Trail and outside of shop
- Large sandwich board sign used at E High (proposal is to replace this with a permanent sign)

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



Agenda Date:	October 21, 2024
Action Required:	Ordinance amendment
Presenter:	Eden Ratliff, Deputy City Manager
Staff Contacts:	Maxicelia Robinson, Deputy Clerk of Council
Title:	<b>Ordinance amending City Code Section 2-453(b.3-4) for Police Civilian Oversight Board composition (2nd reading)</b>

**Background**

In November 2019 City Council enacted the provisions of City Code Chapter 2, Article XVI (Police Civilian Review Board). Subsequently, in 2020, the Virginia General Assembly enacted Virginia Code §9.1-601, to provide express enabling legislation for the governing bodies of localities to establish law enforcement civilian oversight bodies. The state enabling legislation confers authority for City Council to assign seven categories of specific duties, and related duties as necessary to carry out effective oversight of the local law enforcement agency.

The board authorized by Chapter 2, Article XVI of the City Code was referred to as a “Review Board” because—prior to the state enabling legislation—there was a limited range of functionality a board created within a municipality could undertake, primarily the review of administrative/ internal investigations performed by the police department. The 2020 enabling legislation continued the existing authorization to review police administrative/internal investigations but goes further in providing for an expanded role referred to in the state legislation as “oversight”. On December 20, 2021, City Council amended Chapter 2, Article XVI of the City Code to dissolve the City’s Police Civilian Review Board and established a Charlottesville Police Civilian Oversight Board in conformity with Virginia Code § 9.1-601 and to empower the Police Civilian Oversight Board with certain additional oversight authority and duties enabled by the statute.

The Board is composed of seven (7) voting members and one (1) nonvoting member appointed by the City Council.

**Sec. 2-453(b):**

- **(1)** Council shall appoint at least three members who are residents of public housing or who come from historically disadvantaged communities that have traditionally experienced disparate policing.
- **(2)** Council may appoint one member who represents an organization that seeks racial or social justice on behalf of historically disadvantaged communities.



- **(3)** The non-voting member of the Board shall be an individual with policing expertise or experience. The non-voting member may be a retired law enforcement officer who prior to his or her retirement was employed in a locality similar to the City of Charlottesville. The non-voting member need not be a resident of the City of Charlottesville.
- **(4)** The seven voting members of the Board shall be residents of the City of Charlottesville, except that if Council has appointed someone who represents an organization that seeks racial or social justice on behalf of historically disadvantaged communities, that person shall either be a resident of the City of Charlottesville or the organization they represent shall perform advocacy on behalf of City of Charlottesville residents.
- **(5)** No Board member shall be a current candidate for public office, a former member of the Department, an immediate family member of a current Department employee, or a current employee of a law enforcement agency, the Fire Department, the Emergency Communications Center, or the Sheriff's Office. If Council considers appointing a Board member who is employed by the City of Charlottesville, Council will seek to avoid potential conflicts of interest.

**Sec. 2-453(c):** Terms. Each Board member shall be appointed for a term of three years.

Appointments and terms shall be subject to the provisions of City Code §2-8. The membership of the Board, and the terms of each board member, shall be the same as for the police civilian review board that was serving as of December 20, 2021, and that membership shall continue as the police civilian oversight board established by this article, with no change in the date of appointment, or length of term, for any member.

### **Discussion**

City Council may wish to discuss the following provisions and make a motion to amend the language of the proposed amendment, if necessary, as the result of those discussions:

### **Sec. 2-453(b):**

(3) The non-voting member of the board shall be an individual with policing expertise or experience. The non-voting member may be a retired law enforcement officer who prior to his or her retirement was employed in a locality similar to the City of Charlottesville. ~~The non-voting member need not be a resident of the City of Charlottesville.~~

(4) The seven (7) voting members of the board shall be residents of, or shall be employed in, the City of Charlottesville or Albemarle County, with priority given to City residents and those with significant and demonstrable ties to the City ~~except that if council has appointed someone who represents an organization that seeks racial or social justice on behalf of historically disadvantaged communities, that person shall either be a resident of the City of Charlottesville or the organization they represent shall perform advocacy on behalf of City of Charlottesville residents.~~

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

Yes. City Council makes a number of appointments to boards and commissions required by law, and to other boards, committees, task forces and commissions established by the Council for the purpose of performing certain delegated functions or advising the City Council on matters of concern to the City. Council will seek to appoint fair-minded and objective members with a demonstrated commitment to community service who have training and experience, including lived experience, with



topics relevant to the business of the Board, including law, police practices, human resources practices and procedures, trauma-informed mental health issues, and the sociology of historically over-policed communities.

### **Community Engagement**

City Council regularly seeks qualified individuals for appointment to fill upcoming and existing vacancies on the Police Civilian Oversight Board.

### **Budgetary Impact**

No foreseeable budgetary impact.

### **Recommendation**

It is recommended that Council should adopt the proposed changes to the ordinance.

### **Alternatives**

City Council could leave the existing ordinance provisions in place.

### **Attachments**

1. Current PCOB Sec. 2-453. Board membership appointment, and terms.
2. Ordinance - Amendment re residency requirements of PCOB board members - Redlined

**Sec. 2-453. Board membership appointment, and terms.**

- (a) *Appointment process.* The city council shall appoint the members of the board. The council shall announce a public application process with applications available online and by hardcopy in English and Spanish for individuals interested in serving on the board. Council will seek to appoint fair-minded and objective members with a demonstrated commitment to community service who have training and experience, including lived experience, with topics relevant to the business of the board, including law, police practices, human resources practices and procedures, trauma-informed mental health issues, and the sociology of historically overpoliced communities.
- (b) *Board composition.* The board shall reflect the demographic diversity of the City of Charlottesville. The board shall be composed of seven (7) voting members and one (1) non-voting member appointed by the city council. The members shall be removable by the city council for cause as specified in the board code of ethics, violating the duty of confidentiality, failing to participate in required training, or other good cause.
- (1) Council shall appoint at least three (3) members who are residents of public housing or who come from historically disadvantaged communities that have traditionally experienced disparate policing.
  - (2) Council may appoint one (1) member who represents an organization that seeks racial or social justice on behalf of historically disadvantaged communities.
  - (3) The non-voting member of the board shall be an individual with policing expertise or experience. The non-voting member may be a retired law enforcement officer who prior to his or her retirement was employed in a locality similar to the City of Charlottesville. The non-voting member need not be a resident of the City of Charlottesville.
  - (4) The seven (7) voting members of the board shall be residents of the City of Charlottesville, except that if council has appointed someone who represents an organization that seeks racial or social justice on behalf of historically disadvantaged communities, that person shall either be a resident of the City of Charlottesville or the organization they represent shall perform advocacy on behalf of City of Charlottesville residents.
  - (5) No board member shall be a current candidate for public office, a former member of the department, an immediate family member of a current department employee, or a current employee of a law enforcement agency, the fire department, the emergency communications center, or the sheriff's office. If council considers appointing a board member who is employed by the City of Charlottesville, council will seek to avoid potential conflicts of interest.
- (c) *Terms.* Each board member shall be appointed for a term of three (3) years. Appointments and terms shall be subject to the provisions of section 2-8 of this Code. The membership of the board, and the terms of each board member, shall be the same as for the police civilian review board that was serving as of December 20, 2021, and that membership shall continue as the police civilian oversight board established by this article, with no change in the date of appointment, or length of term, for any member.
- (d) *Conflicts of interest.* No board member may participate in any matter before the board under circumstances in which the objectivity of the board member could reasonably be questioned, including, without limitation, the consideration of a complaint of someone who is a family member. For purposes of the Virginia State and Local Government Conflict of Interests Act, the board shall be deemed a "governmental agency" and each board member shall be an "officer," as those terms are defined in Virginia Code § 2.2-3101. All board members shall comply with the requirements of the Virginia State and Local Government Conflict of Interests Act.

- 
- (e) *Confidentiality.* Each member shall maintain the confidentiality of all confidential or privileged information, including, but not limited to:
- (1) Materials from police internal investigative files;
  - (2) Disciplinary actions, memos and reports;
  - (3) Statements of any police officer or civilian employee who was required by the department to give a statement;
  - (4) Criminal investigative files; or
  - (5) Any other information that the board has deemed confidential.
- (f) *Records to remain department records.* The chief of police, as the custodian of the original records of which copies may be provided to the board by the department, shall be responsible for decisions as to whether copies of such records (or information contained in such records) may be publicly disclosed, subject to the direction and control of the city manager. Nothing in this paragraph shall preclude the city manager from including with the standard operating procedure required by subsection 2-452(e) guidelines for public disclosure of certain types of information contained within department records. In the standard operating procedure required by subsection 2-452(e), the city manager shall issue guidelines for what information may be included in board reports or otherwise publicly disclosed.

(Ord. No. O-21-183, §§ 1, 2, 12-20-21)

**AN ORDINANCE TO AMEND AND REENACT CITY CODE SECTION 2-453  
REGARDING THE RESIDENCY REQUIREMENTS  
FOR MEMBERS OF THE POLICE CIVILIAN OVERSIGHT BOARD**

**WHEREAS**, the mission of the Police Civilian Oversight Board (PCOB) is to establish and maintain trust between and among the Charlottesville Police Department and the public; to promote transparency and fair and effective policing; and to protect the civil and constitutional rights of the people of Charlottesville;

**WHEREAS**, this mission can best be achieved with a full board of seven voting members of diverse backgrounds and experience and a demonstrated commitment to community service;

**WHEREAS**, Charlottesville City Code section 2-453(b)(4) provides that members of the PCOB must be residents of the City of Charlottesville, with the possible exception of one member who represents an organization that seeks racial or social justice on behalf of historically disadvantaged communities, who may be a resident of the City or whose organization performs advocacy on behalf of City residents;

**WHEREAS**, broadening the residency requirements would enable a larger number of interested and qualified people to apply to serve on the board, strengthening the diversity and effectiveness of the board, and helping to minimize vacancies;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CHARLOTTESVILLE**, that section 2-453 of the Code of the City of Charlottesville City is hereby amended and reenacted as follows:

**Sec. 2-453. - Board membership appointment, and terms.**

- (a) *Appointment process.* The city council shall appoint the members of the board. The council shall announce a public application process with applications available online and by hardcopy in English and Spanish for individuals interested in serving on the board. Council will seek to appoint fair-minded and objective members with a demonstrated commitment to community service who have training and experience, including lived experience, with topics relevant to the business of the board, including law, police practices, human resources practices and procedures, trauma-informed mental health issues, and the sociology of historically overpoliced communities.
- (b) *Board composition.* The board shall reflect the demographic diversity of the City of Charlottesville. The board shall be composed of seven (7) voting members and one (1) non-voting member appointed by the city council. The members shall be removable by the city council for cause as specified in the board code of ethics, violating the duty of confidentiality, failing to participate in required training, or other good cause.

- (1) Council shall appoint at least three (3) members who are residents of public housing or who come from historically disadvantaged communities that have traditionally experienced disparate policing.
  - (2) Council may appoint one (1) member who represents an organization that seeks racial or social justice on behalf of historically disadvantaged communities.
  - (3) The non-voting member of the board shall be an individual with policing expertise or experience. The non-voting member may be a retired law enforcement officer who prior to his or her retirement was employed in a locality similar to the City of Charlottesville. ~~The non-voting member need not be a resident of the City of Charlottesville.~~
  - (4) The seven (7) voting members of the board shall be residents of, or shall be employed in, the City of Charlottesville or Albemarle County, with priority given to City residents and those with significant and demonstrable ties to the City ~~except that if council has appointed someone who represents an organization that seeks racial or social justice on behalf of historically disadvantaged communities, that person shall either be a resident of the City of Charlottesville or the organization they represent shall perform advocacy on behalf of City of Charlottesville residents.~~
  - (5) No board member shall be a current candidate for public office, a former member of the department, an immediate family member of a current department employee, or a current employee of a law enforcement agency, the fire department, the emergency communications center, or the sheriff's office. If council considers appointing a board member who is employed by the City of Charlottesville, council will seek to avoid potential conflicts of interest.
- (c) *Terms.* Each board member shall be appointed for a term of three (3) years. Appointments and terms shall be subject to the provisions of section 2-8 of this Code. The membership of the board, and the terms of each board member, shall be the same as for the police civilian review board that was serving as of December 20, 2021, and that membership shall continue as the police civilian oversight board established by this article, with no change in the date of appointment, or length of term, for any member.
- (d) *Conflicts of interest.* No board member may participate in any matter before the board under circumstances in which the objectivity of the board member could reasonably be questioned, including, without limitation, the consideration of a complaint of someone who is a family member. For purposes of the Virginia State and Local Government Conflict of Interests Act, the board shall be deemed a "governmental agency" and each board member shall be an "officer," as those terms are defined in Virginia Code § 2.2-3101. All board members shall comply with the requirements of the Virginia State and Local Government Conflict of Interests Act.

- (e) *Confidentiality.* Each member shall maintain the confidentiality of all confidential or privileged information, including, but not limited to:
- (1) Materials from police internal investigative files;
  - (2) Disciplinary actions, memos and reports;
  - (3) Statements of any police officer or civilian employee who was required by the department to give a statement;
  - (4) Criminal investigative files; or
  - (5) Any other information that the board has deemed confidential.
- (f) *Records to remain department records.* The chief of police, as the custodian of the original records of which copies may be provided to the board by the department, shall be responsible for decisions as to whether copies of such records (or information contained in such records) may be publicly disclosed, subject to the direction and control of the city manager. Nothing in this paragraph shall preclude the city manager from including with the standard operating procedure required by subsection 2-452(e) guidelines for public disclosure of certain types of information contained within department records. In the standard operating procedure required by subsection 2-452(e), the city manager shall issue guidelines for what information may be included in board reports or otherwise publicly disclosed.

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



Agenda Date:	October 21, 2024
Action Required:	Adoption of ordinance
Presenter:	Benjamin Koby, Planner II
Staff Contacts:	Benjamin Koby, Planner II
Title:	<b>Ordinance for Mas Canopy Footer Encroachment Agreement (1 of 2 readings)</b>

**Background**

TRIMONT, LLC (the "Owner") is the owner of a property identified as 904-906 Monticello Road and Tax Map Parcel 570022000. The Owner is requesting a right-of-way encroachment to allow for a proposed canopy project that would have the footers of their canopy legs extend into the public right-of-way by an amount shown on the provided plat along with eaves protruding from the roof line. The legs of the canopy will be fully within their property lines. However, their below ground footers would extend into the public right-of-way.

The Owner has considered alternative designs that would result in a reduction into the number of seats that could be provided. So, the Owner is petitioning an encroachment for Council approval, to maximize their outdoor space while providing a comfortable, shady place to their customers.

**Discussion**

The request has been reviewed by the Utilities department and by the Engineering department. Both departments are against both forms of encroachment, as the encroachments will impact their ability to service or provide future service in the right-of-way in those areas. City Staff policy is generally that encroachments in the right-of-way should not be supported as it will complicate future work. As proposed, City staff does not support the encroachments.

However, the right-of-way and the built environment on the corner of Monticello Road and Carlton Avenue are not consistent with each other. There are numerous infractions between the boundary lines and the built environment. There are instances of both private and public encroachments when the right-of-way and built environment are reconciled.

As shown on the attached plat, the private property line extends across both the road and sidewalk. While the existing fence for the Mas' patio extends past their property line, it is line with the face of their building along Carlton Road. There may be some options in reconciling the right-of-way and the built environment by performing a land swap or facilitating a purchase agreement.

In Downtown Belmont there are numerous examples of buildings having similar eaves that may or may not extend into the right-of-way. Therefore, allowing for an eave would not be out of character for this

area of Downtown Belmont. However, regardless of the conforming status of the existing eaves, allowing for an encroachment is not advisable due to the potential impacts to future infrastructure development.

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

Approval of the encroachment would allow a local restaurant to maximize their property in service to their customers. However, an approval may negatively impact future City infrastructure projects and prevent future, orderly development.

### **Community Engagement**

N/A

### **Budgetary Impact**

As proposed, if approved, there will be no costs on the front end. However, there might be some complicating factors that could prove costly if there is development in the ROW in the future.

### **Recommendation**

City staff believes that denial of the encroachment petition is warranted.

### **Alternatives**

Council can approve the encroachment as shown.

Council can approve the encroachment with alternative conditions.

Council can approve an encroachment to a different extent.

### **Attachments**

1. Mas Encroachment Agreement Ordinance
2. Mas Canopy Design
3. EXHIBIT TAPCONS\_fullsize
4. Encroachment Agreement - Trimont LLC



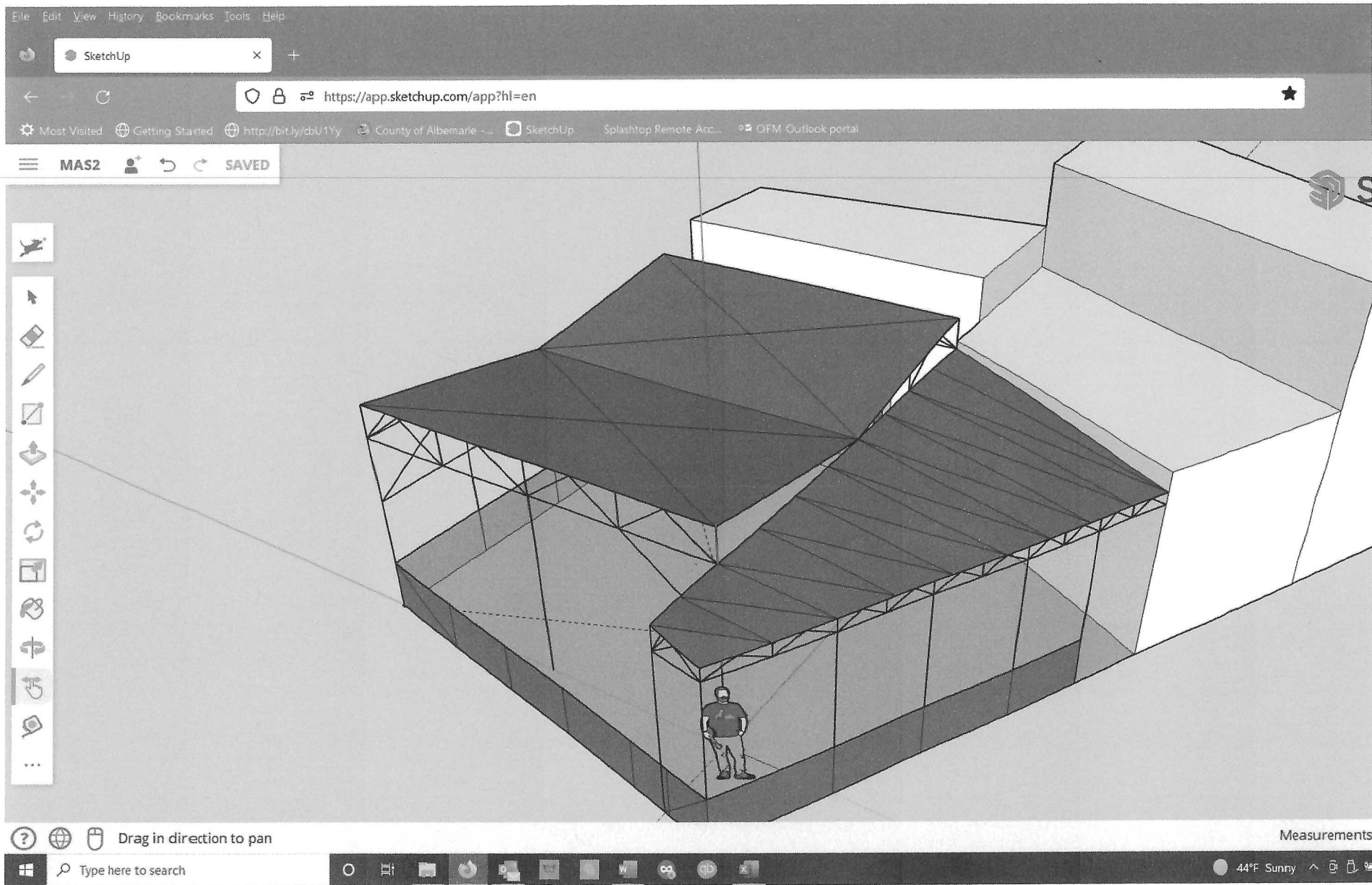
**ORDINANCE**  
**AUTHORIZING ENCROACHMENT OF A CANOPY FOOTER**  
**CONSTRUCTED PARTIALLY ON PROPERTY IDENTIFIED ON CITY TAX MAP 57 AS**  
**PARCEL 22 AND HAVING THE ADDRESS OF 904-906 MONTICELLO RD**

**WHEREAS** Trimont, LLC, the owner of certain property with an address of 904-906 Monticello Rd., identified on City Tax Map 57 as Parcel 22 (City Real Estate Parcel Identification No. 570022000) (the “Property”), has requested City Council to authorize the encroachment of the footers of a canopy support to be constructed on and adjacent to the Property into the public right-of-way of Monticello Rd. (the “Footers”); and

**WHEREAS** City Staff have reviewed an annotated physical survey plat prepared by Roudabush, Gale, and Associates, Inc and annotated by Kevin O’Brien entitled “Physical Survey Tax Map 57, Parcels 22 & 23, Charlottesville, Virginia” prepared by Roudabush, Gale, & Associates, Inc., dated November 11, 2003, a copy of which is attached hereto and incorporated herein as Exhibit A (the “Plat”) to show the extent of the encroachment of the Footers.

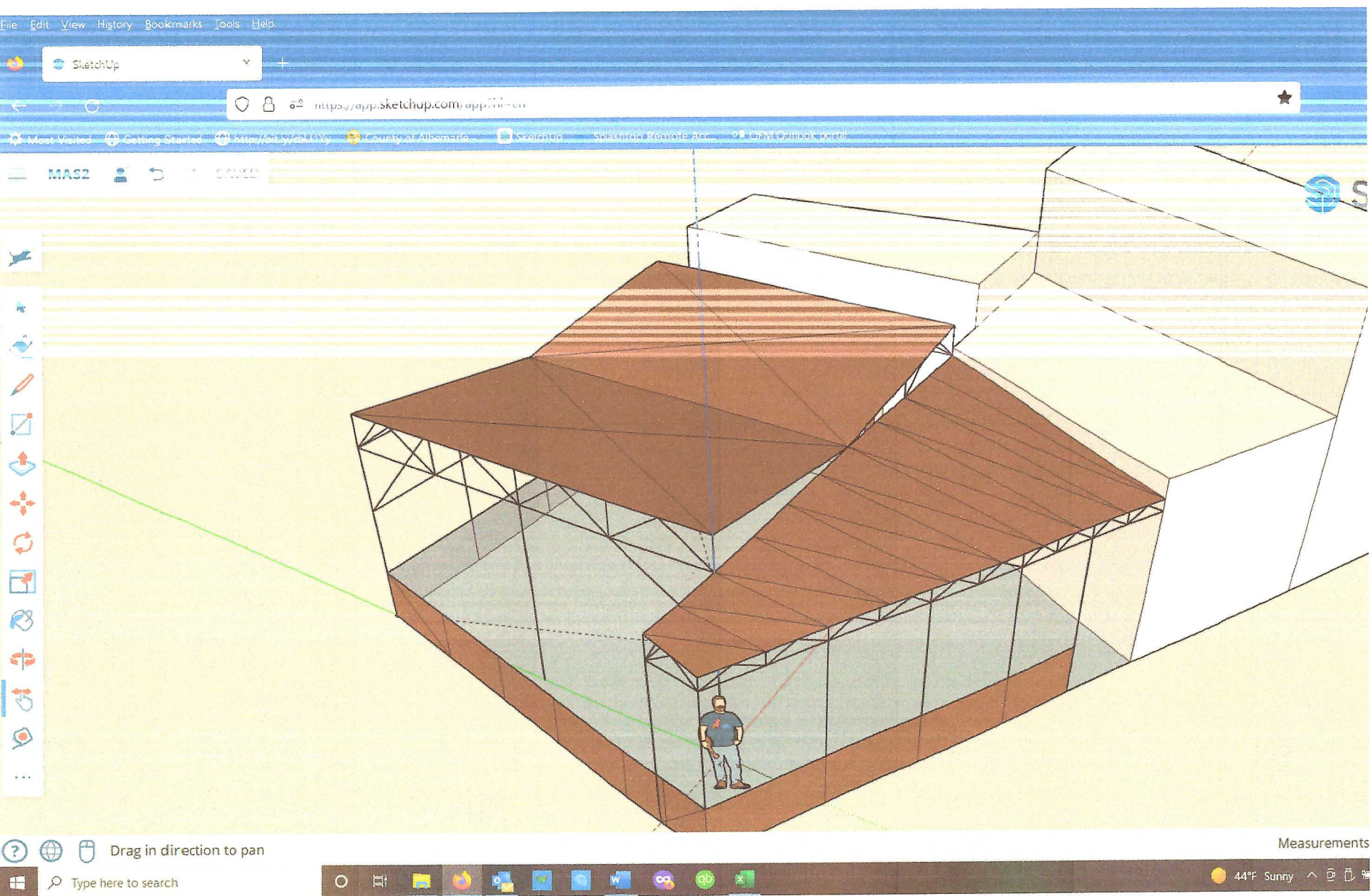
**WHEREAS** Sections 15.2-2009 and 15.2-2011 of the Code of Virginia (1950), in effect as of the date this Ordinance is approved, permit the City Council to authorize encroachments upon public rights-of-way, subject to the requirement that the Property owner shall not be relieved of negligence on account of the Encroachment, and further subject to other terms and conditions as City Council may prescribe.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Charlottesville, Virginia, that the Mayor is hereby authorized to execute a deed or other instrument, in a form approved by the City Attorney and suitable for recording among the land records of the City of Charlottesville, to authorize and license the Encroachment within the Monticello Rd. right-of-way as shown on the Plat, subject to the provisions of Sections 15.2-2009 and 15.2-2011 of the Code of Virginia (1950) in effect as of the date this Ordinance is approved.

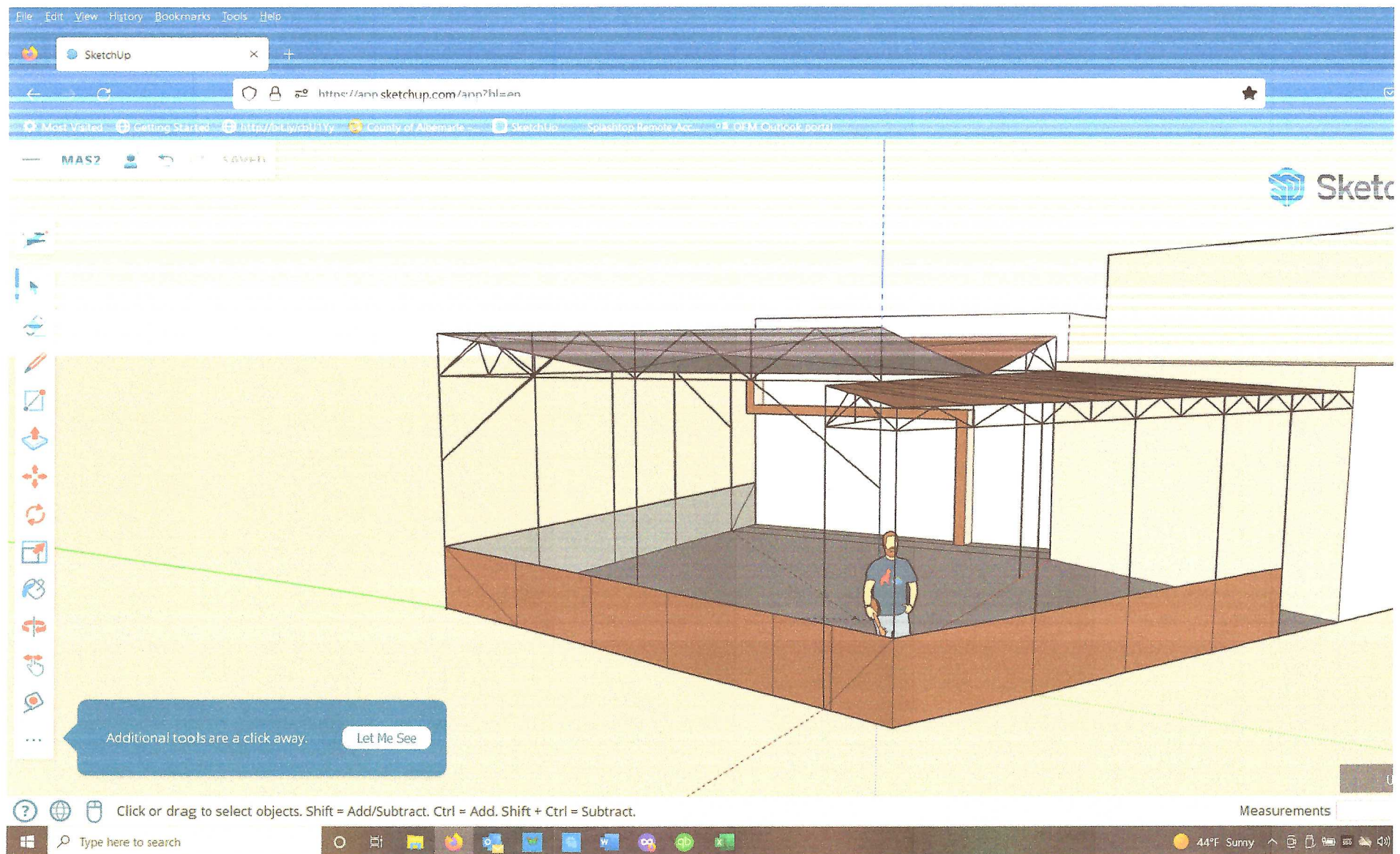


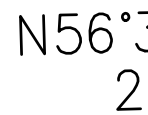












Page 138 of 155

**Prepared By:**

Zachary S. Berry (VSB No. 89011)  
Sands Anderson PC  
919 East Main Street, Suite 2300  
Richmond, VA 23219

**Return To:**

City of Charlottesville  
P.O. Box 911  
Charlottesville, VA 22902

**Tax Map Parcel: 57-22**

**Prepared without the benefit of a title examination.**

**ENCROACHMENT AGREEMENT**

This Encroachment Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City"), having an address of P.O. Box 911, Charlottesville, Virginia 22902, Grantor for indexing purposes, and **TRIMONT, LLC**, a Virginia limited liability company ("Trimont"), having an address of 455 2<sup>nd</sup> Street SE, 5<sup>th</sup> Floor, Charlottesville, Virginia 22902, Grantee for indexing purposes.

**WHEREAS**, Trimont is the owner of that certain property located in the City of Charlottesville, Virginia, identified as Tax Map Parcel 57-22 (the "Property");

**WHEREAS**, an existing fence on the Property which delineates an outdoor seating area currently encroaches into the public right of way along Carlton Road (the "Existing Encroachment") as further shown on that certain plat titled "Physical Survey Tax Map 57, Parcels 22 & 23, Charlottesville, Virginia" prepared by Roudabush, Gale, & Associates, Inc., dated November 11, 2003, a copy of which is attached hereto and incorporated herein as Exhibit A (the "Plat");

**WHEREAS**, Trimont desires to construct a canopy on the Property using the existing fence, new poles, corrugated metal roof sheathing and footers installed below ground in order to provide shade for the outdoor seating area (collectively, the "Canopy Improvements");

**WHEREAS**, the proposed location of several of the below ground footers and other Canopy Improvements including roof eaves would extend into a public right of way as shown on the engineered drawing attached hereto as Exhibit B (the "Encroachment"), and

**WHEREAS**, the City desires to approve the Existing Encroachment and further permit the Encroachment pursuant to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

1. **Existing Encroachment.** The City hereby acknowledges and approves the Existing Encroachment as shown on the Plat. The City and Trimont hereby agree that the Existing Encroachment is required to complete the installation of the Canopy Improvements.

2. **Authorization to Encroach/Temporary Construction Easement.** Provided the proposed footers remain below ground and the Canopy Improvements do not interfere with pedestrian or vehicular traffic in the public right of way, the City hereby consents to the Encroachment, as further shown on Exhibit B attached hereto. The City hereby grants Trimont a temporary construction easement over, under, through, and across the public right of way for purposes of installing the Canopy Improvements. Upon completion of the Canopy Improvements, this temporary construction easement shall automatically terminate and Trimont, at its sole cost and expense, shall restore the public right of way to its original condition within thirty (30) days. To the extent the Encroachment or Canopy Improvements cause any damage to the public right of way, Trimont, at its sole cost and expense, shall be responsible for repairing any and all such damage within thirty (30) days after receipt of written notice of such damage.

3. **Removal/Destruction of Encroachment/Canopy.** In the event of the removal or destruction of the Encroachment, this Agreement shall automatically terminate and Trimont must apply for a permit to reconstruct the Encroachment under the then existing regulations. Additionally, in the event Trimont ceases use of the Canopy Improvements or otherwise removes the Canopy Improvements (in which event the Encroachment shall no longer be necessary), Trimont, at its sole cost and expense, shall be required to remove the Encroachment and restore the public right of way to its original condition within thirty (30) days. In the event that the City needs to move the footers or any part of the Encroachment in the future in order to make improvements in the public right of way, the City will provide prior written notice to Trimont. Within one hundred eighty (180) days of receipt of such written notice, Trimont, at its sole cost and expense, will remove the Canopy Improvements which are part of the Encroachment and restore the public right of way to its original condition.

4. **Indemnification.** Trimont shall indemnify and hold harmless the City and its agents, employees, successors and assigns, for any claim or loss, including reasonable attorneys' fees, relating to or about the Encroachment or the construction of the Canopy Improvements. Trimont shall maintain general liability and builder's risk insurance in the forms and amounts that may be required by the City and shall ensure that any contractors and sub-contractors retained to complete the Canopy Improvements maintain such insurance as well. Trimont agrees to provide proof of such insurance upon request by the City.

5. **Notices.** Any notices required or permitted to be given hereunder shall be deemed to have been properly given if sent by (i) United States certified or registered mail, return receipt requested, postage prepaid; (ii) a nationally recognized overnight delivery service using next day delivery; or (iii) personal delivery, to the address set forth above. Notices delivered (i) by the United States Postal Service shall be deemed delivered five (5) days after being deposited with the United States Postal Service; (ii) by a nationally recognized overnight delivery service using next business day delivery shall be deemed delivered the business day after depositing with such carrier; and (iii) by hand shall be deemed delivered upon actual delivery to the recipient. Each party to this Agreement shall notify the other party of a new address to which to provide notice, which



notice shall be given in the manner provided above, and unless and until such notice of a new address is given, notices to a party hereto shall be sufficient if provided to such party's address as specified in this Section.

6. **Breach.** In the event that Trimont breaches this Agreement, the City shall be entitled to (a) all remedies provided for by Virginia law; (b) money damages for any and all damages caused by the breach; (c) attorneys' fees incurred by the City as a result of the breach; and (d) litigation expenses and court costs incurred by the City, as a result of the breach. No act of the City shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, or an election of remedies to bar any other remedy allowed at law or in equity, anything herein or otherwise to the contrary notwithstanding.

7. **Governing Law.** It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Virginia.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

9. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if it is in writing and signed by each party or an authorized representative of each party.

10. **Successors and Assigns.** The terms and conditions of this Agreement shall be covenants running with the land and shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

[Signatures Appear on the Following Page]

WITNESS the following signatures and seals.

**TRIMONT, LLC**  
**a Virginia limited liability company**

By: \_\_\_\_\_  
Name: Andrew J. Dondero  
Title: Vice President

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_ to-wit:

The foregoing Encroachment Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Andrew J. Dondero, as Vice President of Trimont, LLC, a Virginia limited liability company.

My Commission Expires: \_\_\_\_\_

Notary Registration No.: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**CITY OF CHARLOTTESVILLE, VIRGINIA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF VIRGINIA  
CITY OF CHARLOTTESVILLE, to wit:

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_, on behalf of the City of Charlottesville, Virginia.

\_\_\_\_\_  
Notary Public

Registration No: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Sands Anderson PC  
Acting City Attorney

**Exhibit A**

**The Plat**

**Exhibit B**

**Drawing showing Encroachment**

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



Agenda Date: October 21, 2024

Action Required:

Presenter:

Staff Contacts: Maxicelia Robinson, Deputy Clerk of Council

**Title: Youth Council appointment**

**Background**

Council discussed this appointment in a previous closed session.

**Discussion**

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

**Community Engagement**

**Budgetary Impact**

**Recommendation**

**Alternatives**

**Attachments**

None

October 3, 2024

The Honorable Charlottesville City Council  
P.O. Box 911  
Charlottesville, VA 22902

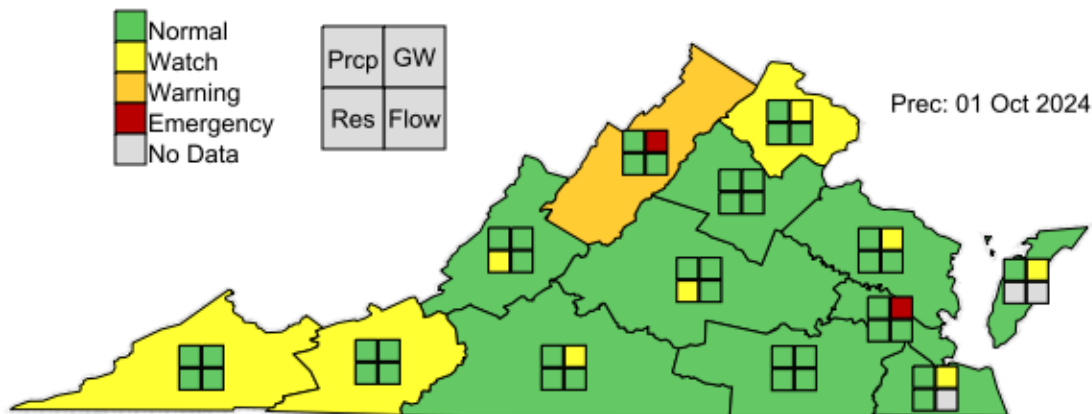
Re: Quarterly Update – October 2024

Councilors:

This quarterly update is to provide general information on the drinking water supply and treatment, wastewater collection and treatment, and refuse disposal and recycling programs managed by the Rivanna Authorities for the benefit of the Charlottesville/Albemarle community, as follows:

### 1. Drinking Water Supply and Drought Monitoring:

- a. The Rivanna Water and Sewer Authority has officially lifted the “Drought Watch” for the Albemarle and Charlottesville service area after receiving over nine inches of rain in September. Virginia’s Drought Monitoring Task Force (VDMTF) also lifted the “Drought Watch” status for our “Middle James” region. A state-wide status report from the VDMTF is provided below:

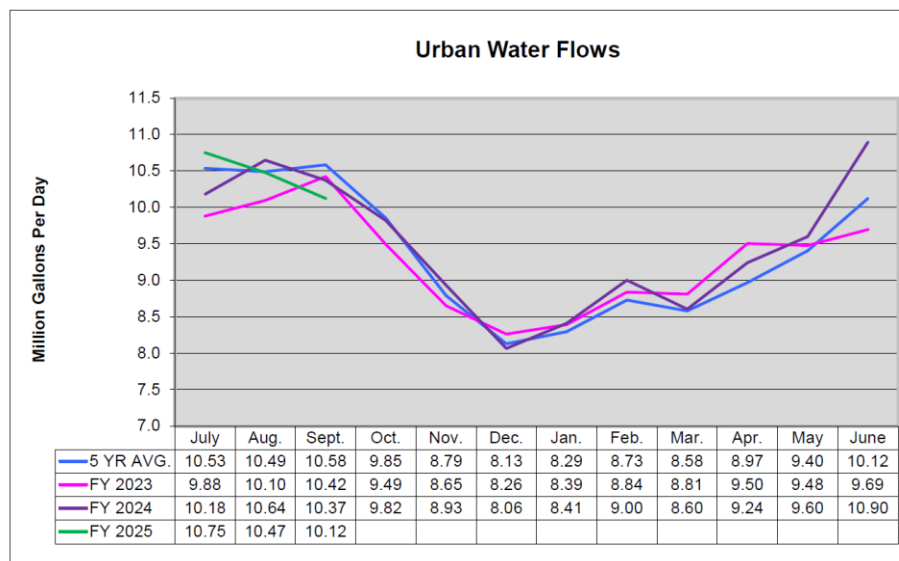


- b. As shown below, precipitation was 3.3 inches (10%) above normal from January – September 2024, and 17.2 inches (11%) below normal since January 2021.

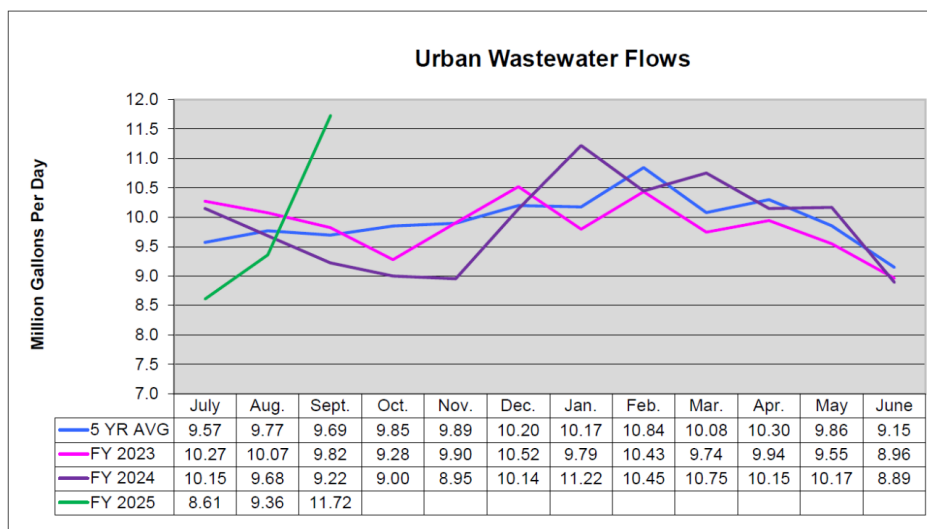
Charlottesville Precipitation					
Year	Month	Observed (in.)	Normal (in.)	Departure (in.)	Comparison to Normal (%)
2021	Jan - Dec	33.82	41.61	-7.79	-19
2022	Jan - Dec	43.53	41.61	+1.92	+5
2023	Jan – Dec	26.95	41.61	-14.66	-35
2024	Jan - Sept	35.22	31.90	+3.32	+10

Source: National Weather Service, National Climatic Data Center, Climate Summary for Charlottesville, Charlottesville Albemarle Airport station

- c. Recent precipitation has filled our reservoirs and replenished our streams. We have a total water storage of 2.6 billion gallons in the three reservoirs (South Rivanna, Ragged Mountain, Sugar Hollow) which supply water to the Urban service area (Charlottesville and adjacent developed areas of Albemarle, not including Crozet or Scottsville). Water demand in the Urban area averaged 10.12 million gallons per day in September.
  - d. Beaver Creek Reservoir (Crozet) is 100% full with 500 million gallons of water available for use. Water demand in the Crozet area averaged 0.70 million gallons per day in September.
  - e. Totier Creek Reservoir (Scottsville) is 100% full with 155 million gallons of water available for use. Water demand in the Scottsville area averaged 57,000 gallons per day in September.
2. The production of drinking water for the Urban area averaged 10.12 million gallons per day (MGD) in September 2024 (FY 2024), which is below the five-year average for September (10.58 MGD) as shown by the following graph:



3. Urban wastewater flow for September 2024 (11.72 MGD), including flows from Crozet but not from Scottsville, was above the five-year average for September (9.69 MGD) due to the recent heavy rain events, as shown by the graph below:

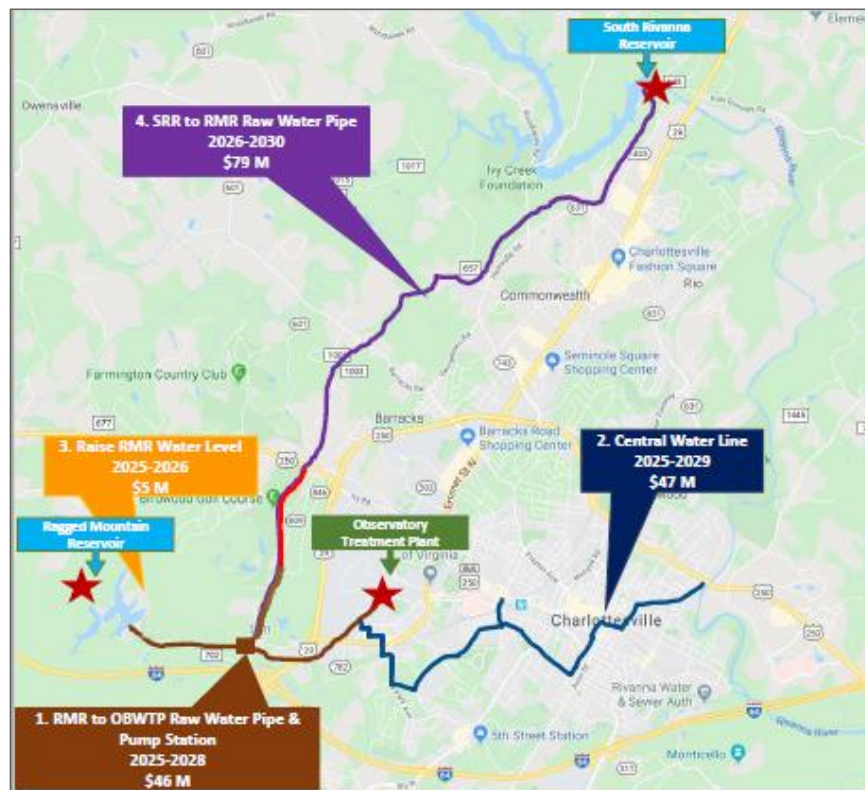




#### 4. Repairs to the Rivanna Wastewater Pump Station at Moores Creek

We anticipate pump replacement and removal of the temporary bypass pumping system to be completed by March 2025. This work will restore normal operation of the pump station which became submerged during a significant storm event in January 2024. In June 2024, an independent engineering firm completed an assessment of the submergence and determined the primary cause was a malfunction of the complex automated pump control system. We continue to coordinate with our property insurance company to recover damages totaling \$22 million.

5. A general overview of significant current and future drinking water, wastewater and solid waste Capital Improvement Projects is provided below. Cost allocations between the Charlottesville Department of Utilities (non-general Utility funds) and the Albemarle County Service Authority (ACSA), are identified for each project. Many of these projects are part of the community's Water Supply Plan established in 2012 to increase the capacity of our drinking water reservoirs and infrastructure, as shown by the map below.



#### a. Water Pipe and Pump Stations Replacement, Ragged Mountain Reservoir to Observatory Water Treatment Plant

Scope: Replace 4 miles of 36" ductile iron water pipe and pumping stations which convey untreated water from the Ragged Mtn Reservoir to the Observatory WTP. These facilities have reached the end of their service lives and require replacement to reliably provide water to the upgraded Observatory WTP.

Completion:

January 2025 – June 2029

Cost:

\$46 million: 52% ACSA / 48% City Utilities

b. South Rivanna River Crossing

Scope: Provide a second pipe (24" diameter; 2900 feet long) using trenchless technology to convey treated drinking water under the river. The second pipe will provide a redundant water supply and increase capacity to serve the northern area of the Urban Water System.

Completion: January 2025 – January 2027

Cost: \$7 million: 100% ACSA

c. Urban Area "Central Water Line"

Scope: Provide large diameter piping (24" and 36" ductile iron) to strengthen and more efficiently distribute drinking water for the benefit of City and County residents and businesses. This five-mile-long piping project with two railroad crossings will extend from the Stadium Road area to the Long Street / E. High Street bridge. The eastern end of the route was recently revised due to underground conflicts in E. High Street. Information meetings will be scheduled with neighborhoods along the revised route before construction begins. The full route includes Stadium Road, Piedmont Avenue, Price Avenue, Lewis Street, Jefferson Park Avenue, Cleveland Avenue, Cherry Avenue, Elliott Avenue, 6<sup>th</sup> Street SE, South Street, Avon Street, 10<sup>th</sup> Street, Little High Street, Meade Avenue, Fairway Avenue, and property near the river to E. High Street near the Long Street bridge.

Completion: May 2025 – March 2029

Cost: \$47 million: 52% ACSA / 48% City Utilities

d. Baling Facility, Ivy Solid Waste and Recycling Center

Scope: Replace the existing recycling materials baling facility which is located on leased property and has exceeded its service life. A new facility is essential to have an effective recycling program. The new facility will include equipment to compress cardboard, mixed paper, and plastic products into separate bales before shipment to a receiving vendor.

Completion: May 2025 – July 2026

Cost: \$6.4 million: 70% Albemarle County / 30% City

e. Red Hill Water Treatment Plant Upgrade

Scope: Provide additional space to house water treatment equipment including a granular activated carbon filter.

Completion: October 2024 – March 2026

Cost: \$2 million: 100% ACSA, with partial grant from County

f. Moore's Creek Structural and Concrete Rehabilitation

Scope: Complete repairs to concrete basins and wastewater treatment facilities constructed in the late 1970's.

Completion: February 2025 – May 2027

Cost: \$11 million: 52% ACSA / 48% City Utilities

g. Crozet Wastewater Pump Stations Rehabilitation

Scope: Replace pumps, valves, and electrical gear in four pump stations constructed in the 1980's which convey wastewater from Crozet to the Moores Creek Treatment Plant.

Completion: April 2025 – September 2027

Cost: \$10 million: 52% ACSA / 48% City Utilities

h. Moores Creek Administration Building Renovation and Addition

Scope: Renovate the existing administration building constructed in the 1980's, including improvements to the Laboratory and Information Technology spaces. The project will also include a building addition to provide spaces for a community education area, staff currently housed in temporary trailers, as well as future staffing.

Completion: June 2025 – December 2027

Cost: \$25 million: 52% ACSA / 48% City Utilities

i. Crozet Water Treatment Plant GAC Expansion

Scope: Provide additional facilities and equipment to increase the water treatment capacity of the granular activated carbon filters from 1 to 2 million gallons per day.

Completion: August 2025 – March 2027

Budget: \$6.5 million: 100% ACSA with VDH grant

j. Ragged Mtn Reservoir Water Level Increase

Scope: This project will include clearing of vegetation around the reservoir and minor modifications to the intake tower as necessary to increase the normal pool elevation 12 feet and add 700 million gallons to the reservoir.

Completion: September 2025 - September 2026

Cost: \$5 million: 80% ACSA / 20% City Utilities

k. South Rivanna Reservoir to Ragged Mountain Reservoir Pipe and Pump Station

Scope: Construct a 6.5 mile long, large diameter pipe (36") and pump station to transfer untreated water between the South Rivanna and Ragged Mtn Reservoirs, as required by the community's drinking water supply plan. Complete intake tower modifications and perimeter clearing at the Ragged Mtn Reservoir, as well as a new raw water intake and pump station at the South Rivanna Reservoir. This infrastructure will increase the water storage capacity of the Ragged Mtn Reservoir from 1.4 to 2.1 billion gallons.

Completion: February 2026 – December 2030

Cost: \$79 million: 80% ACSA / 20% City Utilities

l. Beaver Creek Dam, Pump Station and Piping Improvements

Scope: Replace the spillway, which protects the reservoir dam, along with the water pump station and piping which conveys untreated water to the Crozet Water Treatment Plant.

Completion: May 2026 – January 2030

Cost: \$47 million: 100% ACSA with partial federal NRCS grant

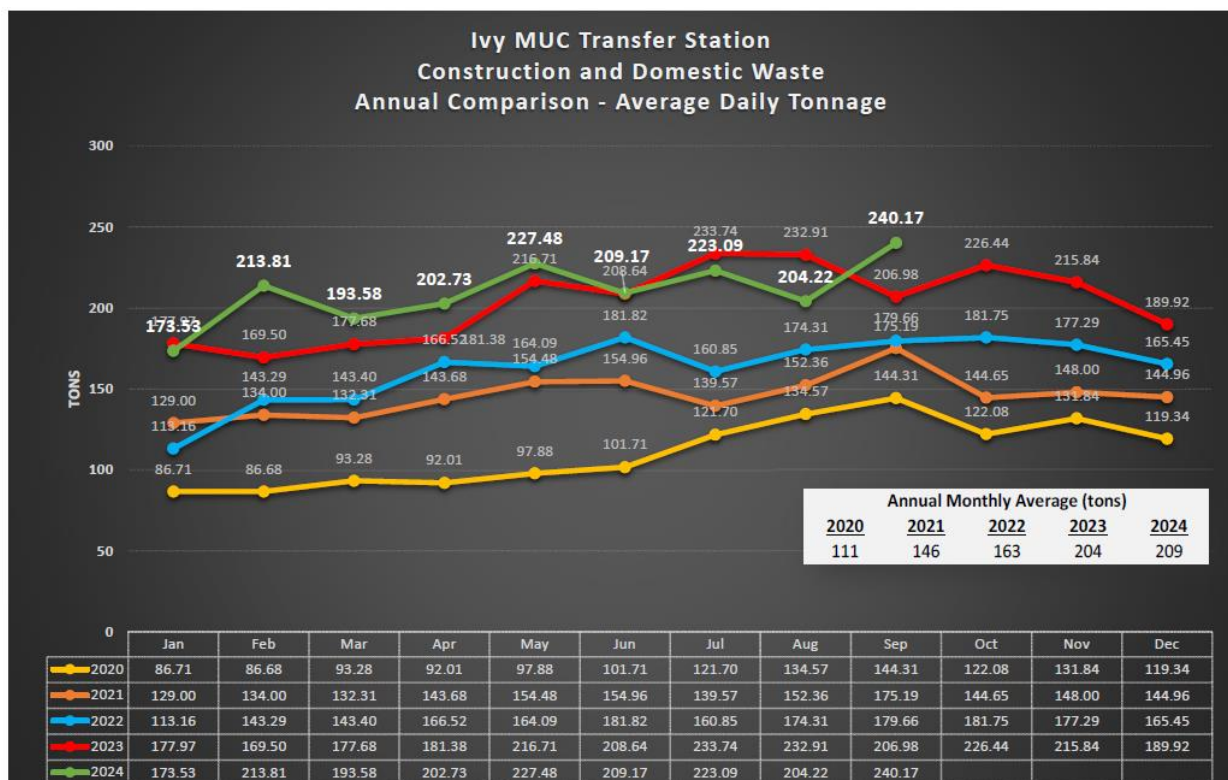
m. Upper Schenks Branch Wastewater Piping Replacement, Phase II

Scope: Replace sewer piping installed in the mid 1950's, in conjunction with the City's sewer upgrade program, to increase system capacity. The new piping will be located along McIntire Road between the McIntire Recycling Center and Preston Avenue.

Completion: TBD

Cost: \$5.5 million: 100% City Utilities

6. Average daily refuse volume at the Ivy Transfer Station has increased from 144 tons per day in September 2020 to 240 tons per day in September 2024, as shown below. Our contract hauler is driving about 15 trailer loads of refuse to Henrico County for disposal each day, Monday – Friday.



Please let me know if you have any questions.

Sincerely,

William I. Mawyer, Jr., P.E.  
Executive Director

cc: RSWA Board of Directors  
RSWA Board of Directors

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



Agenda Date:	October 21, 2024
Action Required:	Discussion of proposed legislative positions
Presenter:	Eden Ratliff, Deputy City Manager
Staff Contacts:	Eden Ratliff, Deputy City Manager
Title:	<b>City of Charlottesville Legislative Priorities for 2025</b>

**Background**

**Discussion**

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

**Community Engagement**

**Budgetary Impact**

**Recommendation**

**Alternatives**

**Attachments**

1. DRAFT Ciuncil Legislative Priorities 2025



**City Council**  
City Hall, P.O. Box 911  
Charlottesville, VA 22902  
434-970-3113  
[www.charlottesville.gov/citycouncil](http://www.charlottesville.gov/citycouncil)  
[council@charlottesville.gov](mailto:council@charlottesville.gov)

October 17, 2024

The City Council of Charlottesville, Virginia

## **LEGISLATIVE PRIORITIES FOR 2025 GENERAL ASSEMBLY SESSION**

As in the last two years, Charlottesville's most important legislative priority is to seek permission for Charlottesville to ask the electorate for permission to levy an extra one cent on the sales tax to fund school construction.

Other important legislative changes that we support include:

- Amend Virginia Code §55.1-1308.2 to make it easier for residents of mobile home parks that have been offered for sale to a developer to make an intelligent counteroffer. The owner of a mobile home park that is being offered for sale should be required to furnish to the residents the terms of the offer from the developer. The timeline for submitting a counteroffer should be lengthened, and supporting purchase documentation should be required to be shared with tenants as it becomes available. We likewise recommend increasing compensation for tenants at purchase and linking that rate to inflation.
- We recommend expanding powers granted in §15.2-961.3, to allow a locality to require more than a twenty percent tree canopy in flood plains and riparian areas.
- We recommend funding the Commonwealth Corridor train from Roanoke to Hampton Roads via Charlottesville and Richmond.
- We support amending §58.1-3221.1 to add Charlottesville to the list of localities permitted to levy a tax on improvements to real property at a different rate than the tax imposed upon the land on which the improvement is located, provided that the tax rate is not zero and does not exceed the tax rate imposed on the land. Currently, only the cities of Fairfax, Poquoson, Richmond, and Roanoke are allowed to tax an improvement to real property independently from the land on which it is situated.

We also favor amendments to the Virginia Residential Landlord-Tenant Act that will increase the rights of tenants. In particular:

- 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.
- Allow indigent tenants to appeal without having to post an appeal bond. This would grant indigent tenants the same rights that exist for indigent people in other types of civil cases.

- Amend §55.1-1415 to turn the 5-day “Pay or quit” notice into a 14-day notice.
- Give tenants more procedural protections against eviction.
- Permit localities to adopt a rent control or rent stabilization program.

-End of Document-

DRAFT