



CITY COUNCIL AGENDA

March 4, 2025

City Hall Council Chamber

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

4:00 PM OPENING SESSION

This is an in-person meeting with an option for the public to participate electronically by registering in advance for the Zoom webinar at www.charlottesville.gov/zoom. The meeting may also be viewed on the City's streaming platforms and local government Channel 10. Individuals with disabilities who require assistance or special arrangements to participate in the public meeting may call (434) 987-1267 or submit a request via email to ada@charlottesville.gov. The City of Charlottesville requests that you provide 48 hours' notice so that proper arrangements may be made.

Call to Order/Roll Call

Agenda Approval

Reports

1. Report: Solid Waste Program Presentation
2. Report: Natural Gas Decarbonization Next Steps

5:30 PM CLOSED MEETING (if called)

6:30 PM BUSINESS SESSION

Moment of Silence

Announcements

Recognitions/Proclamations

- Proclamation: Charlottesville Area Association of REALTORS® (CAAR) 100th Year
- Proclamation: American Red Cross Month
- Proclamation: Social Work Month
- Proclamation: Multiple Sclerosis Education and Awareness Month
- Proclamation: Zion Union Baptist Church 130th Anniversary

Community Matters

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

Consent Agenda*

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

3. Minutes: February 18 regular meeting
4. Resolution: Resolution to Approve Reimbursement of \$285,861.38 for Buford/Charlottesville Middle School project (2nd reading)
5. Ordinance: Ordinance for Temporary Aerial Easement for the Verve Charlottesville PUD at 409 Stadium Road (2nd reading)
6. Resolution: Resolution Supporting Kindewood/Friendship Court Phase 3 Redevelopment Efforts
7. Resolution: Resolution to appropriate funding from the FY24 State Criminal Alien Assistance Program (SCAAP) Grant for Albemarle Charlottesville Regional Jail - \$9,036 (1 of 2 readings)
8. Resolution: Resolution for a Special Exception Permit at 818-820 E Jefferson

9. Resolution: Resolution for a Special Exception Permit at 400-426 Garrett Street

City Manager Report

- Report: City Manager Report

Action Items

10. Resolution: Resolution Approving Performance Agreement to Support 501 Cherry Avenue Redevelopment Efforts
11. Resolution: Resolution Designating Preservation of Affordable Housing, Inc.'s, Site at 10th and Wertland Street, SW Corner, as a Revitalization Area (Parcel Numbers: 100053000; 100039000; 100038000, and 100037000); (1 of 2 readings)
12. Ordinance: Ordinance Amending Memorandum of Agreement and its corresponding Ordinance (#O-24-089) authorizing a grant of public funding to subsidize the South First Street Phase Two Redevelopment Project of Charlottesville Redevelopment and Housing Authority (1 of 2 readings).

General Business

13. Presentation: School Board Adopted Budget for Fiscal Year 2026
14. Presentation: Proposed City Budget for Fiscal Year 2026

Community Matters (2)

Adjournment

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



Agenda Date:	March 4, 2025
Action Required:	The presentation is intended to update City Council on the City's Solid Waste Rate Study for discussion related to next steps.
Presenter:	Steven Hicks, Director of Public Works
Staff Contacts:	Steven Hicks, Director of Public Works Jonathan Dean, Public Service Manager
Title:	Solid Waste Program Presentation

Background

The City of Charlottesville, Virginia ("City"), relies on revenue from the sale of stickers and decals to fund solid waste collection, disposal, and processing. The revenue generated is not sufficient to cover the direct costs of the City's contracts for collection, disposal, and processing. In the current Fiscal Year, revenues from the sale of stickers and decals is estimated to be approximately \$1.1 million, while expenses for collection, disposal, and processing are expected to be \$2.7 million. The City also offers additional services such as leaf collection, large-item collection, drop-off programs, and other related services that cost an additional \$1.1 million per year. The initial rate recommendation does not recover these additional service costs.

Many communities have moved to a monthly fee for solid waste and recycling services. Based on the benchmarking of fifteen (15) cities in Virginia, the average monthly rate was \$25.05 per month, based on a sixty-four (64)-gallon cart (or equivalent). The monthly rate typically includes refuse and recycling collection, disposal, recycling processing, as well as additional services such as large item collection, leaf/yard waste collection, drop-off programs, and administrative costs.

The City's refuse collection agreement has been in place since November 2015, and is set to expire in July 2026. In May 2024, the City signed an agreement for disposal and recycling processing services. In September 2024, the City signed a new recycling collection contract for cart-based recycling collection. In December 2024, after a competitive procurement process, the City contracted with consulting firm NewGen Strategies and Solutions, LLC ("NewGen"), to analyze the cost of service for solid waste, and provide recommendations for rate structures that would allow the City to increase revenue, while still meeting other key criteria.

Discussion

NewGen will present a summary analysis of the current cost of service, benchmarking of solid waste rates from other cities in Virginia, criteria for an alternate rate structure, and recommendations for implementing a cart-based pay-as-you-throw ("PAYT") Program, with a tiered monthly rate.

Alignment with City Council's Vision and Strategic Plan

A PAYT System encourages residents and businesses to recycle more, which supports *Climate Action*. The rates for solid waste services can be implemented to increase the financial sustainability of the program, while also being less expensive than many peer communities in Virginia, which supports *Economic Prosperity*. A PAYT System would align the City with industry best practices, supporting *Organizational Excellence*.

Community Engagement

There will be Budget Public Hearings for community input. City Public Works has collaborated with Budget and Performance Management, the Treasurer's Office, and the Office of Sustainability to inform the progression of this rate study.

Budgetary Impact

If the PAYT Program is implemented, the City will need to finalize the financial terms of the contract with its current collection provider, GFL Environmental, Inc., or incorporate cart-based collection in the next contract once the existing Agreement expires in July 2026. Refuse carts will need to be purchased and distributed to all participating households and businesses, either directly by the City or its collection contractor. If the recommendation is not followed, then the City will continue to subsidize costs with the General Fund. The subsidy is currently \$1.6 million.

Recommendation

Implement an across-the-board sticker and decal price increase of twenty-five (25%) (e.g., a large sticker would increase from \$2.10 to \$2.60, a thirty-two (32)-gallon decal would increase from \$94.50 to \$118 per year) for FY 2026 and use FY 2026 to plan the implementation of a PAYT System, with a tiered monthly rate structure no later than FY 2027. The implementation planning would also include procurement of the next refuse collection contract.

In addition, the City Ordinance should be amended so that the City, or its designated contract hauler, is the exclusive provider for residential collection.

Alternatives

Increase sticker and decal prices or continue to subsidize solid waste and recycling services through the City's General Fund.

Attachments

1. Solid Waste Program Presentation



March 4, 2025 | City of Charlottesville

SOLID WASTE PROGRAM COST OF SERVICE FEE AND RATE STUDY SUMMARY ANALYSIS AND RECOMMENDATION



AGENDA

1

- Key Policy Issues to Consider

2

- Overview of Current System

3

- Recommended Rate Structure Change

4

- Benchmarking

5

- Example Pay-As-You-Throw Rates

6

- Summary and Implementation

KEY POLICY DECISIONS

How much of the cost should the City be funding through rates versus from the general fund?

Which costs should be recovered?

Core Services

Collection, Disposal, and Processing

Additional Services

Leaf Collection, Large-item Collection, Compost Drop-off Programs, etc.

Continue with the sticker/decal program or consider an alternate rate structure?

CURRENT STICKER/DECAL PROGRAM

Revenue is only from the purchase of stickers and decals.

Annual revenues have been in the \$1.1 to \$1.2 million range and have been relatively stable over the last several years.

Expenses for core services (refuse collection, recycling collection, disposal, processing) are approximately \$2.7 million and have increased significantly over the last several years.

There are additional expenses of \$1.1 million per year for other solid waste and related services.

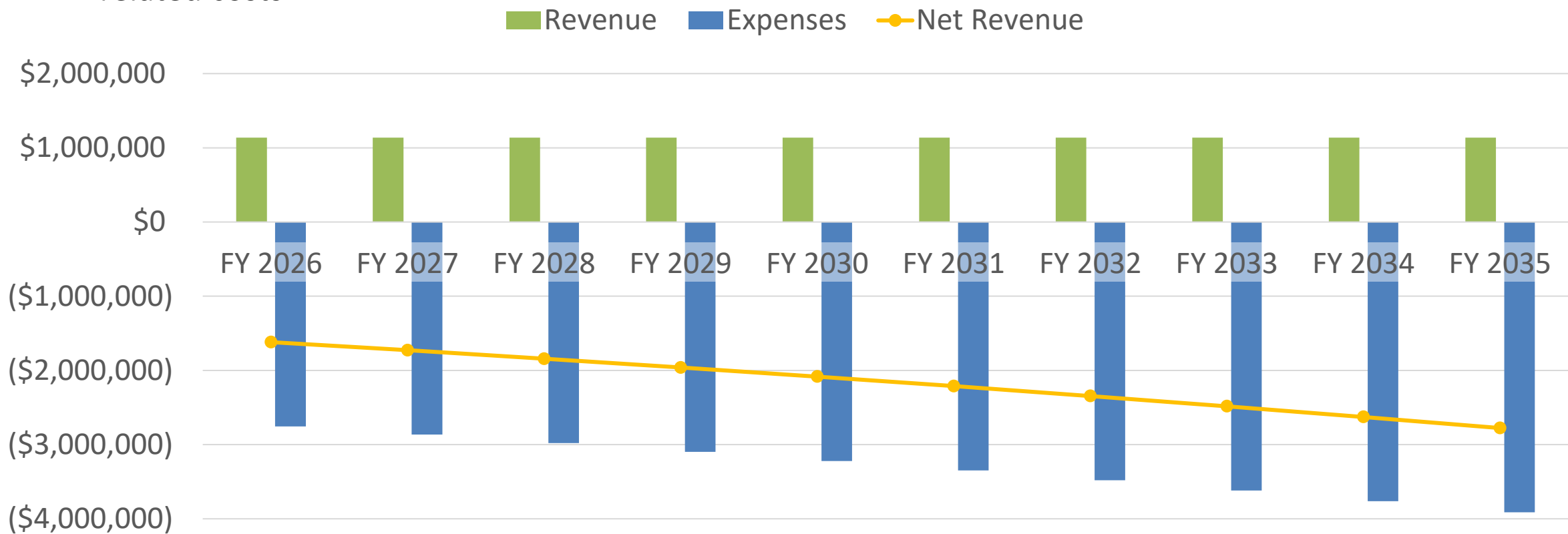
Based on approximately 15,300 customers, the average monthly revenue per customer is \$6.19 for FY 2025 compared to an average monthly cost of \$15.00 (for core services).

SAMPLE OF STICKER/DECAL COSTS

Rate Type	Cost	Monthly Equivalent	Assumptions
Residential – Small sticker (13 gallon)	\$1.05 each	\$11.38	Assume 2.5 bags (32 gallons) per week
Residential – Large sticker (32 gallon)	\$2.10 each	\$18.20	Assume 2 bags (64 gallons) per week
Residential – Large sticker (32 gallon)	\$2.10 each	\$27.30	Assume 3 bags (96 gallons) per week
Residential – 32 gallon decal	\$94.50 per year	\$7.88	Assumes Rate Group 1
Residential – 64 gallon decal	\$189.00 per year	\$15.75	Assumes Rate Group 1
Residential – 96 gallon decal	\$283.50 per year	\$23.63	Assumes Rate Group 1
Small Business – 64 gallon once/day	\$327.60 per quarter	\$109.20	
Small Business – 96 gallon once/day	\$491.40 per quarter	\$163.80	

REVENUES AND EXPENSES WITH CURRENT SYSTEM

- Collection, disposal, and processing costs exceed revenues from stickers/decals
- Cumulative 10-year impact to general fund projected to be \$21.7 million, excluding other solid waste related costs



KEY CRITERIA FOR A NEW RATE STRUCTURE

Is it equitable (rate varies by use)?

Does it encourage recycling?

Is it affordable compared to other communities in the area?

Is it consistent with industry best practices?

Does it allow for subsidies for those that qualify?

Is it financially sustainable for the City?

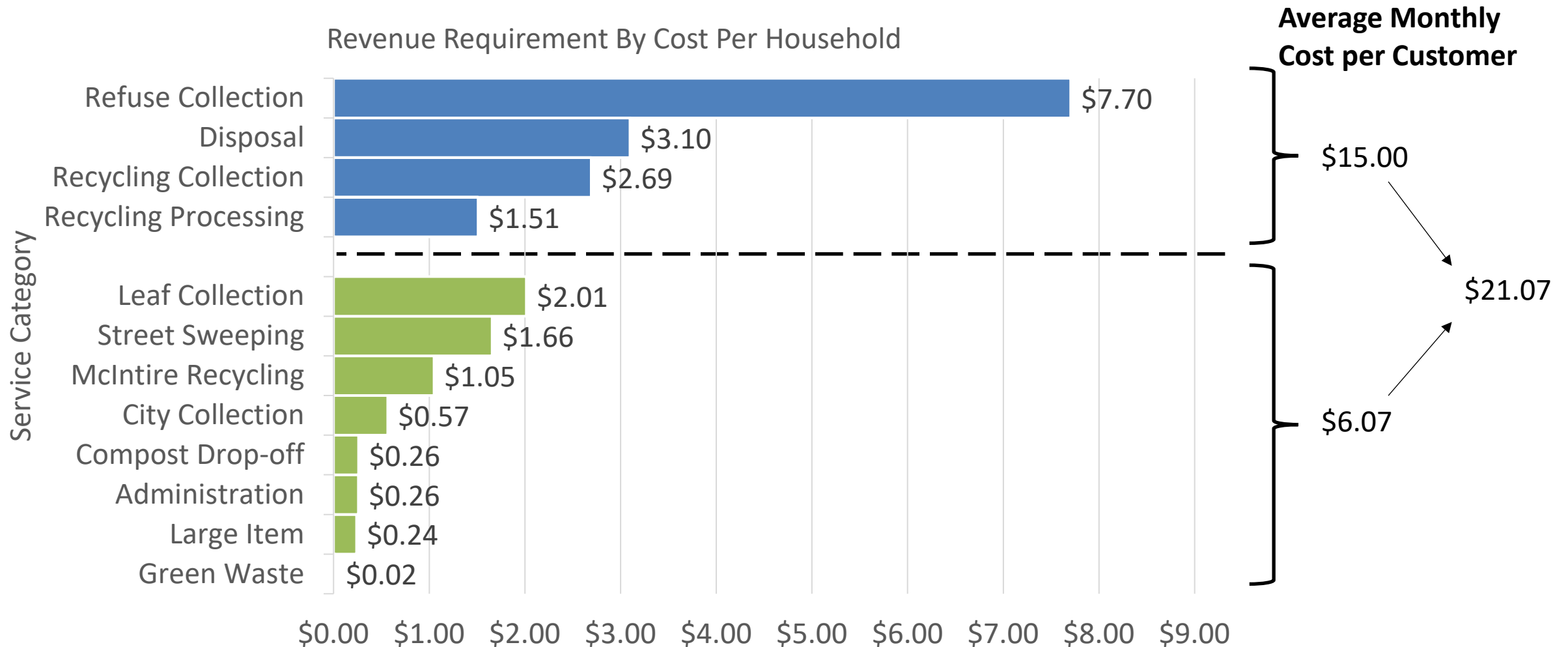
RATE STRUCTURE RECOMMENDATION

- Transition from manual collection to cart-based pay-as-you-throw (PAYT) system
- Implement monthly rates based on 3 cart sizes
- Other services (recycling, large item collection, leaf collection) would continue as is
- This rate structure and associated operational changes meets all the criteria described

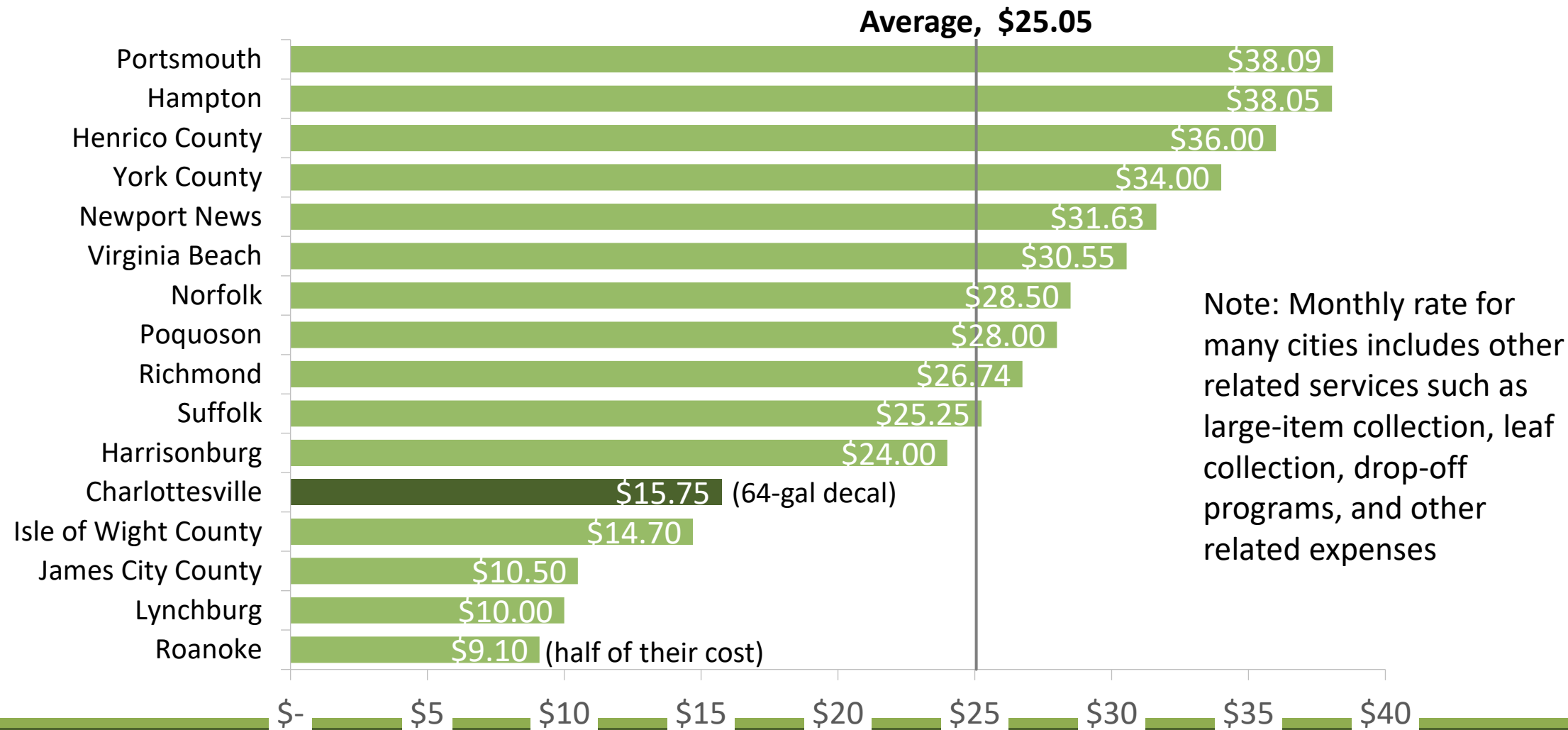


Carts similar to the current recycling cart

COST OF SERVICE (BASED ON 15,300 CUSTOMERS)



BENCHMARKING SUMMARY (MONTHLY RATE – 64 GALLON)



PAYT CART RATES AND REVENUE – CORE SERVICES

- Revenue with a cart-based PAYT system based on assumed cart distribution
- These rates only address refuse and recycling collection, disposal, and processing

Cart Size	Assumed Distribution	Customers	Current Monthly Decal Cost	Example Monthly Rate	Annual Revenue
32 Gallon	30%	4,590	\$7.88	\$10.00	\$550,800
64 Gallon	55%	8,415	\$15.75	\$16.00	\$1,615,680
96 Gallon	15%	2,295	\$23.63	\$22.00	\$605,880
Total / Avg	100%	15,300	\$14.57	\$15.10	\$2,772,360

\$10 is equivalent to buying 9.5 small stickers per month

\$2,755,170 = Total Collection Disposal and Processing Expenses

PAYT CART RATES AND REVENUE – ADDITIONAL SERVICES

- Revenue with a cart-based PAYT system based on assumed cart distribution
- These rates recover costs associated with all solid waste and recycling related services

Cart Size	Example Distribution	Customers	Current Monthly Decal Cost	Example Monthly Rate	Annual Revenue
32 Gallon	30%	4,590	\$7.88	\$16.00	\$881,280
64 Gallon	55%	8,415	\$15.75	\$22.00	\$2,221,560
96 Gallon	15%	2,295	\$23.63	\$28.00	\$771,120
Total / Avg	100%	15,300	\$14.57	\$21.10	\$3,873,960

**Average Month Rate
from Benchmarking = \$25.05**

\$3,869,430 = Total Expenses

SUMMARY

The current revenue from stickers and decals is not sufficient to cover contractual costs

There are additional solid waste and recycling related costs that are currently funded through the general fund

The sticker/decal program requires an outdated manual collection method that does not provide stable revenue for the City

Moving to a cart-based pay-as-you-throw system with automated collection brings Charlottesville in line with industry best practices

IMPLEMENTATION

1

Continue with the current sticker/decal program in FY 2026, but consider an across-the-board 25% rate increase to reduce the deficit.

2

Use FY 2026 to plan the implementation of a cart-based pay-as-you-throw system, including billing, procurement of next refuse collection contract, and educating customers on the change.

3

Set initial FY 2027 rates to recover collection, disposal and processing.

4

Phase in additional rate increases starting in FY 2028 to recover additional solid waste and recycling related costs.



Additional Considerations:

- Establish City as exclusive provider for residential customers
- Evaluate City-provided collection once existing contracts expire

QUESTIONS

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CONNOR DRUCIS



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



Agenda Date:	March 4, 2025
Action Required:	No Council Action Required
Presenter:	Lauren Hildebrand, Director of Utilities
Staff Contacts:	Lauren Hildebrand, Director of Utilities
Title:	Natural Gas Decarbonization Next Steps

Background

The City of Charlottesville, Virginia's ("City"), natural gas utility is one (1) of three (3) municipally owned gas utilities in the Commonwealth of Virginia. The City has provided reliable natural gas to the residents and businesses of the City and Albemarle County, including the University of Virginia, for over 150 years. Currently, the City operates and maintains a natural gas distribution system comprised of 340 miles of natural gas main lines and serves over 21,500 customers.

The City, Albemarle County, and other local municipalities have made commitments to community-wide greenhouse gas emissions reduction goals. On July 1, 2019, City Council adopted the goal of a forty-five percent (45%) reduction in community-wide greenhouse gas emissions by 2030, and a goal of carbon neutrality by 2050; both reduction measures will be based on the 2011 inventory year. Albemarle County has made the same level of emissions reduction commitments, measured from its 2008 inventory year.

As a result of the City owning, operating, and maintaining a natural gas utility, the utility's role and responsibilities regarding community-wide greenhouse gas reductions must be thoroughly evaluated. The City's Department of Utilities solicited the expertise of a consulting firm to responsibly and accurately determine how the gas utility can be a part of the solution in achieving and aligning itself with the community's greenhouse gas reduction goals ("Study").

Discussion

The Study modeled various scenarios for which the gas system can achieve the greenhouse gas emissions reduction goals, including cost impacts and resiliency implications to customers by looking at technology and energy efficiency improvements to reduce greenhouse gas emissions and the impact to existing and future customers and the City was evaluated. In addition, the Study evaluated and made recommendations to improve the Charlottesville Gas Energy Efficiency Program and the operations and maintenance of the natural gas system.

Alignment with City Council's Vision and Strategic Plan

This Project contributes to the Council's Strategic Outcome Area – Climate Action.

Community Engagement

The City's Department of Utilities gathered input from the community and updated City Council and the community on the results of the Study.

Budgetary Impact

The Study was paid by natural gas enterprise operating funds.

Recommendation

The presentation is intended to update City Council on the Study's Next Steps.

Alternatives

Attachments

1. Gas Decarbonization Study - Next Steps_20250304



Charlottesville Gas Decarbonization Study – Next Steps

March 3, 2025

AGENDA

- Charlottesville Gas Background
- Decarbonization Goal
- Decarbonization Study and Timeline
- Benchmarking Lessons
- Customer-led Pathways
- Pathways Under Charlottesville Gas Control
- Decarbonization System Modeling
- Next Steps

CHARLOTTESVILLE GAS

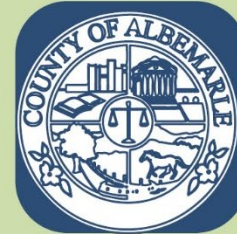
- **City-owned gas system** - one of three municipal natural gas utilities in Virginia
- **Gas operation established in 1876**



21,050
CUSTOMERS
SERVED



11,700
IN THE
CITY



9,350
IN THE
COUNTY



18,700
RESIDENTIAL



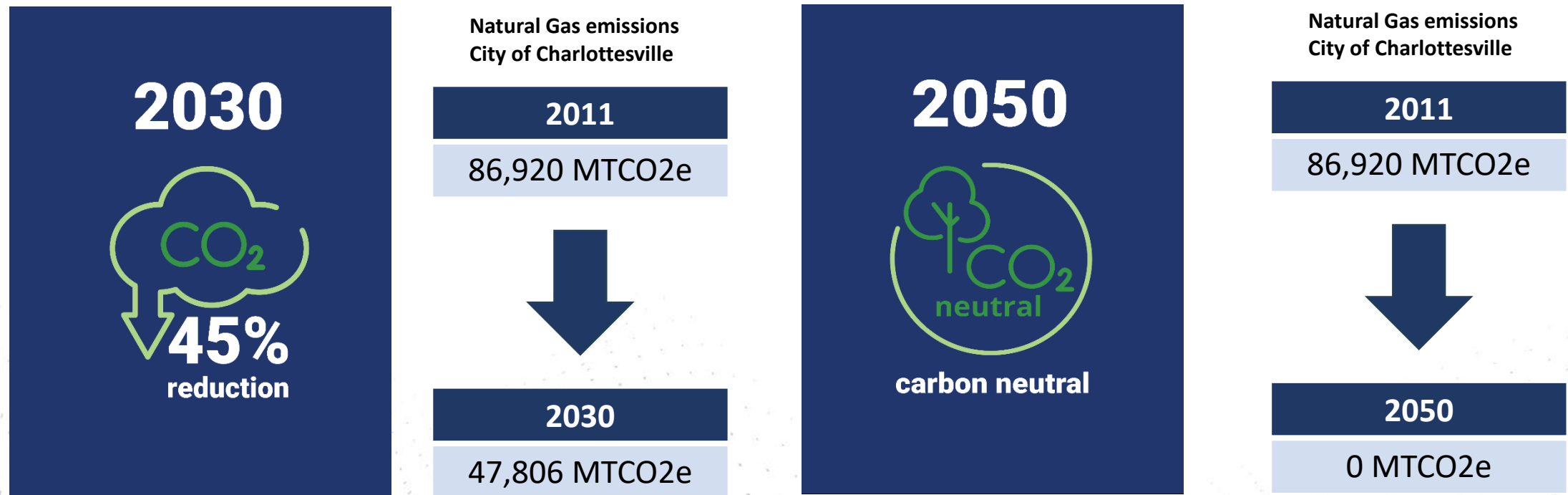
2,334
COMMERCIAL



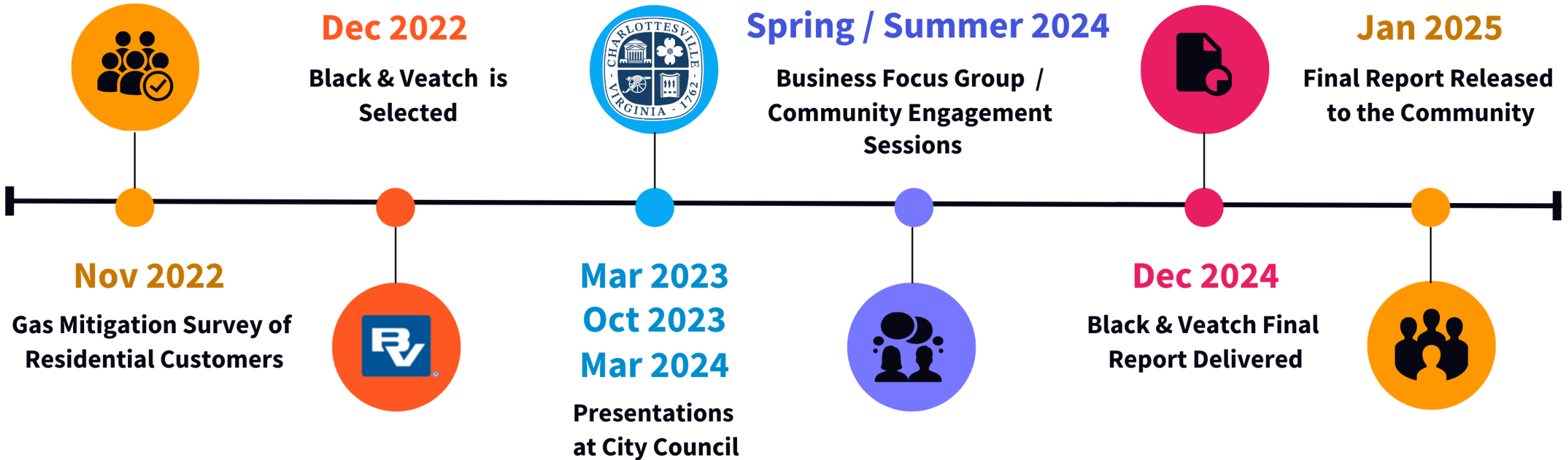
16
INDUSTRIAL

DECARBONIZATION STUDY GOAL

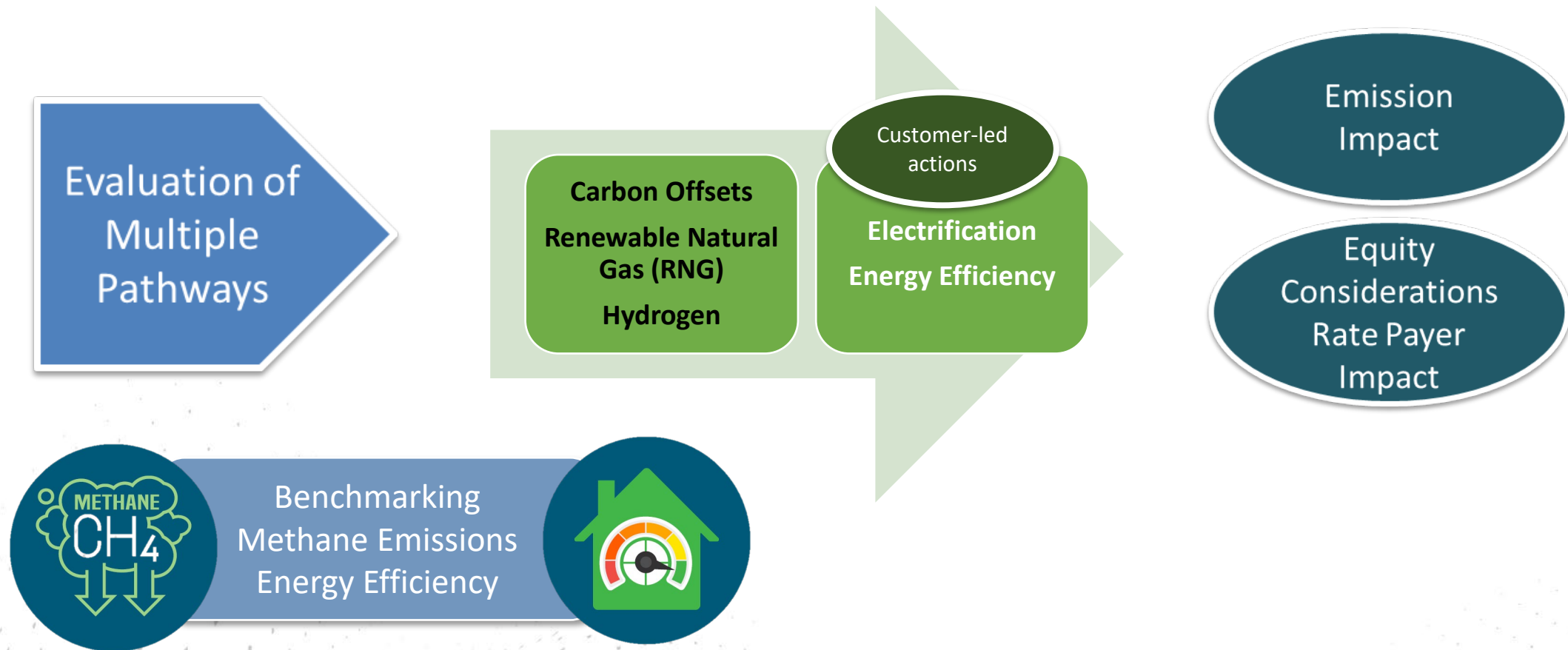
- The Department of Utilities initiated and funded this study as part of ongoing work to address the challenges of decarbonizing energy-related emissions in the community.
- It was a voluntary initiative that supported two city-wide greenhouse gas reduction goals adopted by City Council in 2019.



TIMELINE



DECARBONIZATION STUDY



BENCHMARKING LESSONS



Black & Veatch reviewed Charlottesville Gas Department of Transportation PHMSA data. Using this data, the city's **natural gas system methane emission** leakages were compared to utilities with similar operation characteristics.



Black & Veatch reviewed **energy efficiency programs** offered by other municipal gas utilities located along the East Coast of the United States and compared programs to inform areas where Charlottesville Gas can enhance energy efficiency offerings.

BENCHMARKING LESSONS

Methane Reduction Recommendations



Continue to complete **leak surveys** of the residential gas system every 3 years, which is more frequent than the required PHMSA 5-year interval.



Install **Excess Flow Valves** on service lines which shut when a service line is severed during excavation damage.



Continue investing in the **Public Awareness Program** to prevent 3rd party excavation damage leaks, especially important in plastic systems.



Continue to emphasize the existing **training and the Operator Qualification Program**.

These measures are
already being implemented
by Charlottesville

BENCHMARKING LESSONS

Methane Reduction Recommendations



Develop and implement preemptive pipeline and equipment **maintenance or repair**

- Replace the **last mile of cast iron** from our system, which is located in the **West Main/UVA area**.
- **\$7.1 million grant** from the U.S. Department of Transportation and its Pipeline and Hazardous Materials Safety Administration through the Natural Gas Distribution Infrastructure Safety and Modernization (NGDISM) grant program.
- According to the EPA, the average mile of a cast-iron distribution main loses nearly 240 thousand cubic standard feet (MCSF) of natural gas per year compared to 9 MCSF per year for one mile of plastic main.

By 2050, an estimated
3,607 MTCO₂e is expected
to be **reduced** because of
the replacement.

BENCHMARKING LESSONS

Energy Efficiency Recommendations



Charlottesville Gas should modify its existing appliance rebate program. The program should include rebates and incentives to encourage its existing customers to adopt high-efficiency natural gas appliances.



Charlottesville Gas should discontinue any incentives or rebates promoting switching from electric to gas service.



Charlottesville Gas should offer custom incentives tailored for specific customer segments. Custom commercial, industrial, and multifamily programs have successfully reduced gas consumption in other large utility programs.

\$200

Towards the purchase and installation of a tankless water heater



A tankless or on demand water heater conserves energy by heating water when you need it. Enjoy the benefit of an uninterrupted supply of hot water. From the shower to the dishwasher, you will notice the difference a tankless water heater makes in your home and your utility bills.

Discontinued in July 2024

Westhaven Attic Insulation Improvement with LEAP

BENCHMARKING LESSONS

Energy Efficiency Recommendations



Increase awareness of rebate programs.

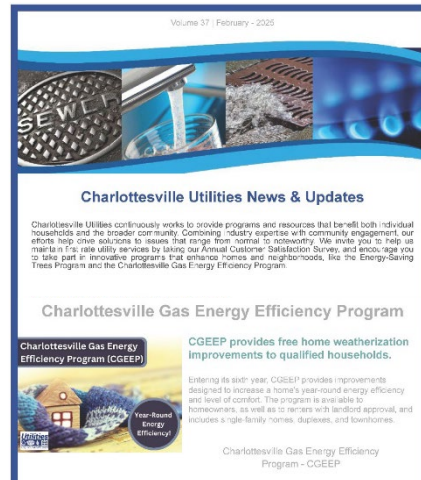
Low awareness of our current energy efficiency programs

Existing Outreach Efforts include postcards and the Utilities Monthly e-newsletter

Postcards



E-newsletter



Not at all familiar*	Percent
Attic Insulation Rebate	68%
Programmable Thermostat	57%
Free Home Weatherization Program	49%

*UVA's Center for Survey Research (CSR) BeHeardCVA survey results from 303 panelists

BENCHMARKING LESSONS

Energy Efficiency Recommendations



Charlottesville Gas should consider expanding building envelope incentives and exploring offering incentives that further increase building efficiency, such as ductwork and other insulation rebates.

70% of homes in the City were built before 1970

Within the past three years, have any significant energy upgrades been made to your home?	Percent
Yes	31%
No	67%
Don't Know	2%

What would be the main reason for you not to apply for the attic insulation rebate?	Percent
The amount of the rebate is insufficient to offset the majority of the cost of the attic insulation	13%
My house already has appropriate attic insulation	68%
Other	19%

*UVA's Center for Survey Research (CSR) BeHeardCVA survey results from 303 panelists

CUSTOMER-LED PATHWAYS

Energy Efficiency

Customer-led
actions

Carbon Offsets
Renewable Natural
Gas (RNG)
Hydrogen

Electrification
Energy
Efficiency

- Energy efficiency is **largely dependent on end-use customers' willingness to invest or modify behavior.**
- It is hard to forecast the impact of energy-efficiency initiatives.
- Based on natural gas usage between 2010 and 2022 (weather-normalized), the average consumption per residential customer has declined by 1% per year.

CUSTOMER-LED PATHWAYS

Electrification

Customer-led actions

Electrification Energy Efficiency

Carbon Offsets
Renewable Natural Gas (RNG)
Hydrogen

- The report does acknowledge the potential of emission reductions through electrification.
- Customer-led initiatives such as fuel switching are **largely dependent on end-use customers' willingness to invest or modify behavior.**
- As a natural gas-only utility, Charlottesville Gas cannot use the natural gas enterprise funds to subsidize a private utility.
- The Office of Sustainability promotes renewable energy and electrification opportunities, as well as energy efficiency programs within the community and municipal operations.

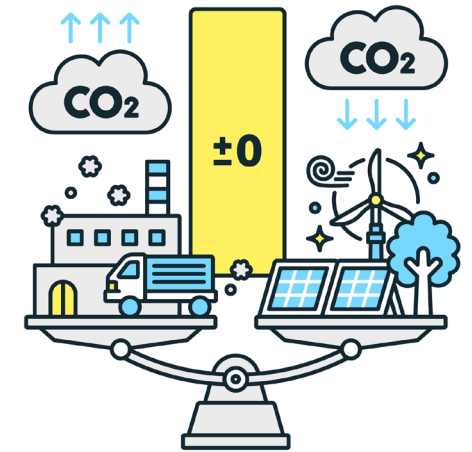
PATHWAYS UNDER CHARLOTTESVILLE GAS CONTROL

Carbon Offsets - Background



Carbon Offsets
Renewable Natural Gas (RNG)
Hydrogen

- Existing Carbon Offsets program: Presented to City Council June 2021; 5-year contract executed November 2021; equivalent to 25% of gas system emissions.
- Certification process checks that the carbon offsets meet the Real, Additional, Verifiable, and Permanent criteria.
- All offset credits purchased are from projects that have already occurred and created permanent GHG reductions or removals.



**Carbon offsetting is
a reduction of GHG emissions
to make up for emissions that
occur elsewhere**

PATHWAYS UNDER CHARLOTTESVILLE GAS CONTROL

Carbon Offsets - Mixed Feedback

Survey Results

I believe the carbon offset program should be...	Percent
Greatly expanded	43%
Slightly expanded	28%
Should continue as is	12%
Slightly reduced	2%
Greatly reduced	3%
Completely eliminated	12%

83%

Listening Sessions Feedback

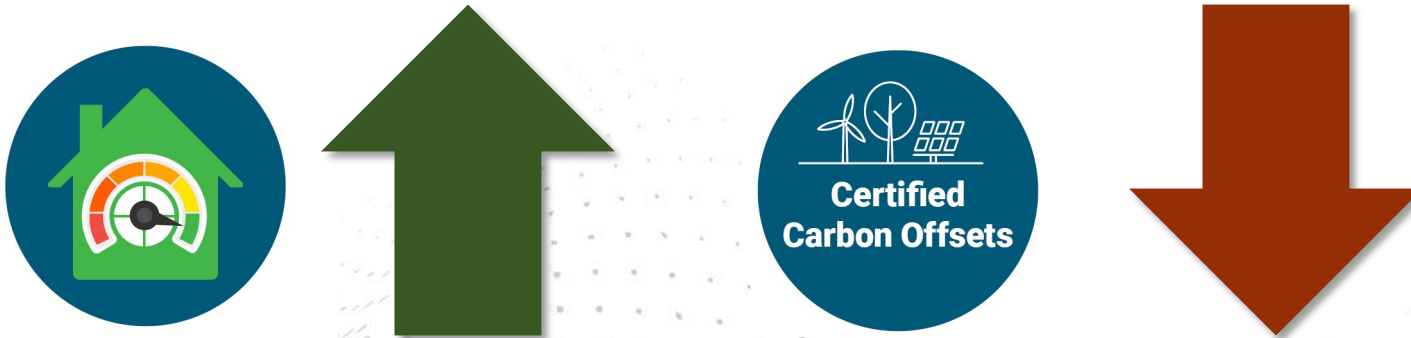
- General concerns surrounding the potential of greenwashing
- Interest in sourcing more local offset projects

*UVA's Center for Survey Research (CSR) BeHeardCVA survey result from 303 panelists

PATHWAYS UNDER CHARLOTTESVILLE GAS CONTROL

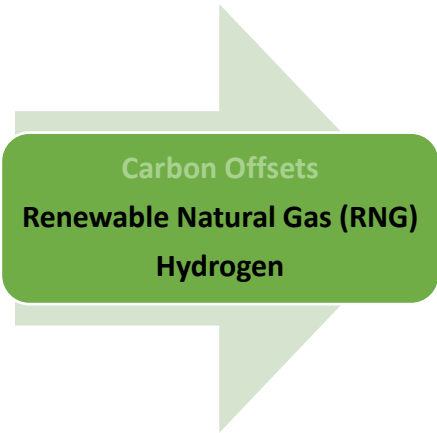
Carbon Offsets - Considerations

- Relatively low cost per carbon removed
- The current carbon offset program increases the average gas bill by 60 cents
- Carbon offsets are readily available to meet goals
- Carbon offsets complement our energy efficiency initiatives
- Successful implementation of energy-efficiency initiatives could reduce our dependence on carbon offsets
- No local projects meet the criteria to be a certified carbon offset



PATHWAYS UNDER CHARLOTTESVILLE GAS CONTROL

Low Carbon Fuels



Green Hydrogen

Green hydrogen is created from electrolysis powered by renewable energy.



Blue Hydrogen

Blue hydrogen is created from steam methane reformation (SMR) with carbon capture.



Renewable
Natural Gas

Renewable Natural Gas (RNG) is a pipeline-quality biogas developed using sources from landfills, livestock operations, wastewater treatment plants, food waste, and other organic waste.

PATHWAYS UNDER CHARLOTTESVILLE GAS CONTROL

Low Carbon Fuels



Green Hydrogen

Commercialized low-carbon fuel is being used in small volumes today.

Currently, hydrogen can be blended up to 15% by volume directly into natural gas pipelines with minimal disruption to end users.

In October of 2023, DOE awarded \$7 Billion USD for 7 hydrogen hubs across the U.S. Hubs are expected to be operational between 2030 – 2037.



Blue Hydrogen

Fuel prices are significantly higher than natural gas prices but are expected to decline dramatically in approximately 10 years.



Renewable Natural Gas

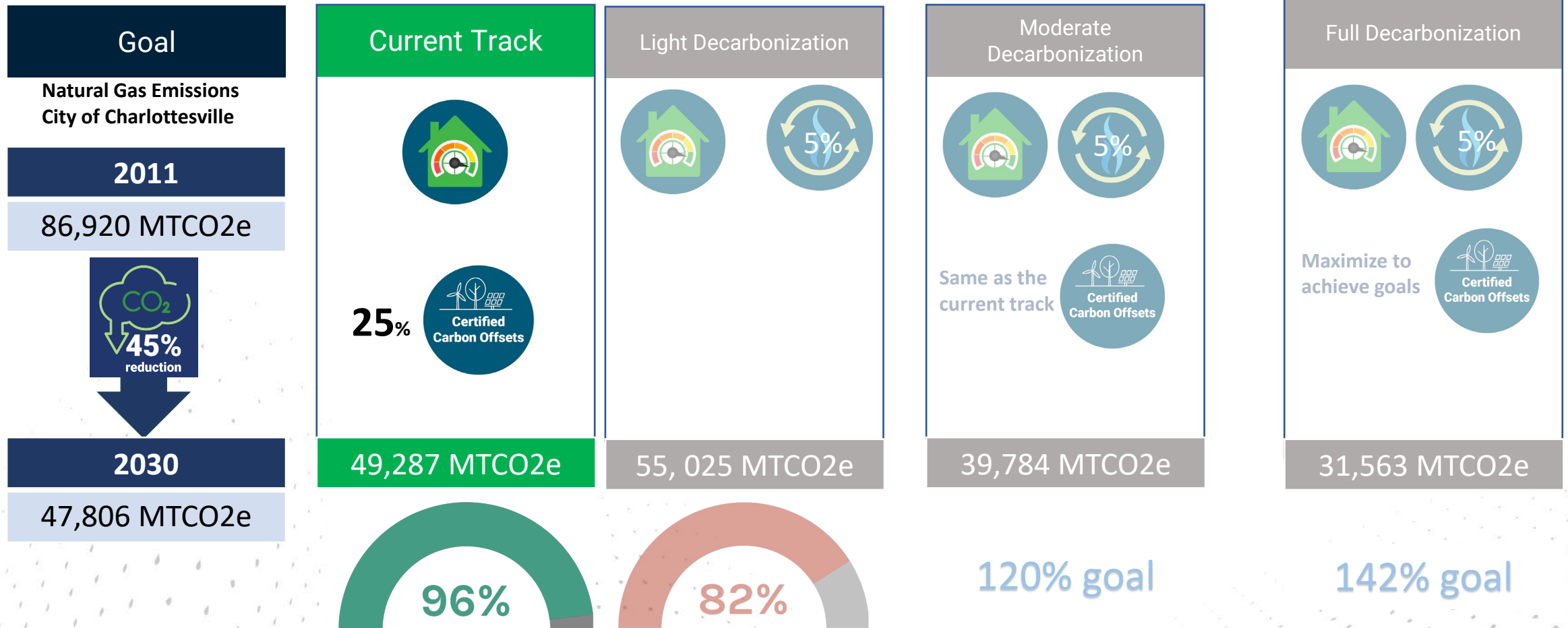
Access to supply is currently limited by source availability. For the study, it was capped on a 22% blend into the pipeline.

Locally sourced RNG may be a possibility. - RWSA sewer treatment plant study

Fuel unit costs are still far higher than natural gas but are expected to decline in the mid to long-term.

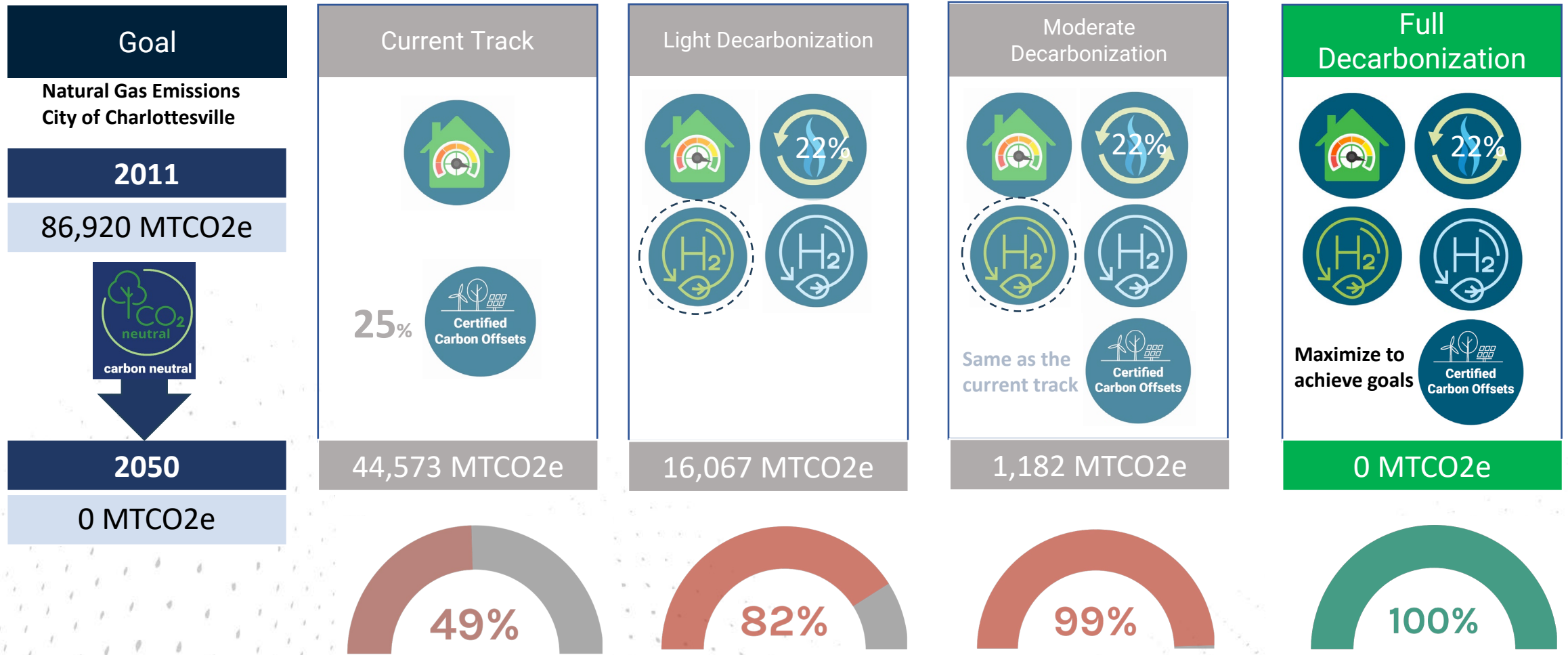
DECARBONIZATION SYSTEM MODELING

City-only emissions – 2030 Goal




DECARBONIZATION SYSTEM MODELING

City-only emissions – 2050 Goal




DECARBONIZATION SYSTEM MODELING

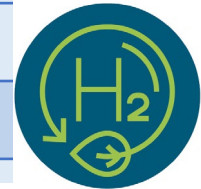
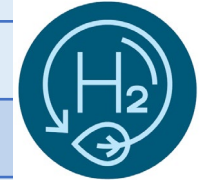
Cost Comparison

2030  45% reduction	Current Track	Light Decarbonization	Moderate Decarbonization	Full Decarbonization
	\$80.70*	+13.0%	+14.4%	+15.2%

* Monthly Average Bill

2050  carbon neutral	Current Track	Light Decarbonization	Moderate Decarbonization	Full Decarbonization
	\$360.30*	+24.4%	+26.4%	+26.7%
	Current Track	Light Decarbonization	Moderate Decarbonization	Full Decarbonization
	\$360.30*	+25.2%	+27.2%	+27.4%






* Monthly Average Bill



Assumptions for current track price: Increase 7% per year due to operational cost and inflation of 3% per year

NEXT STEPS

Proposed Actions – FY2025 Recommendations

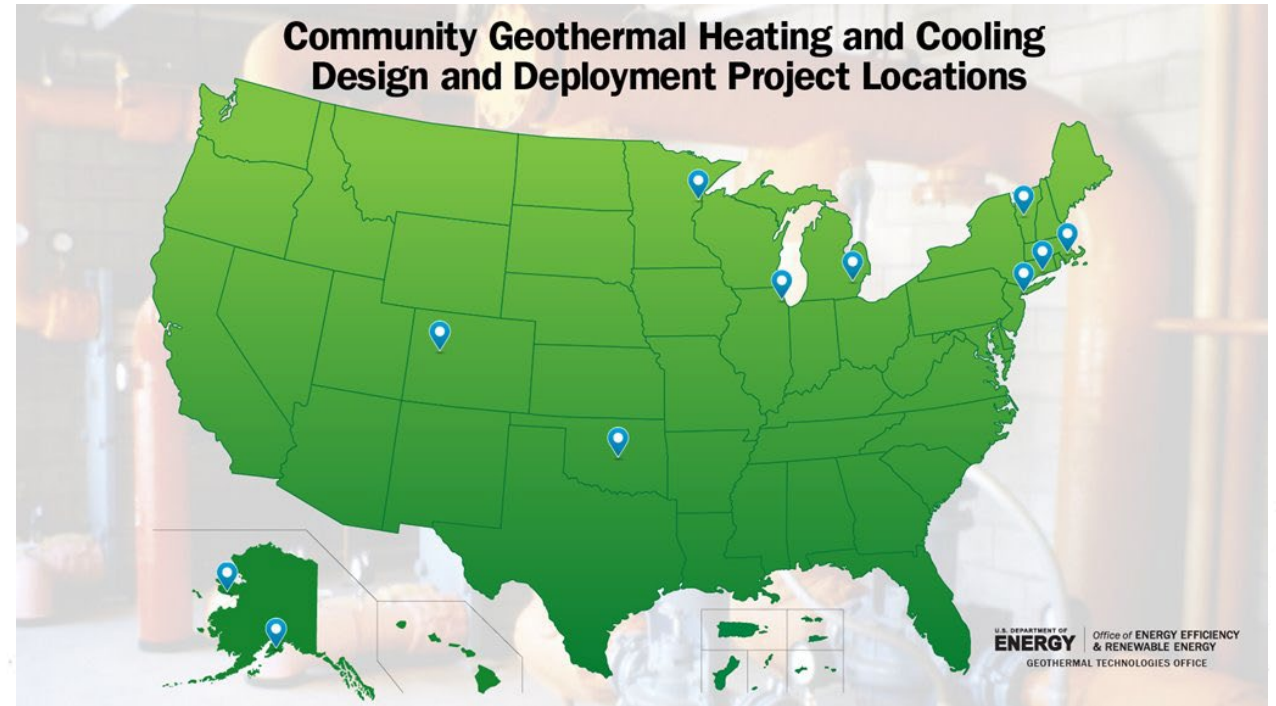
-  Establish a new fee structure to disincentivize new gas connections – revenue source will fund the expansion of new Utilities’ energy efficiency programs Implemented January 2025
-  Develop a new weatherization program To be launched Spring 2025
-  Evaluate existing rebates Increased value of the Attic Insulation Rebate February 2025
-  Partner with the Office of Sustainability to select annual carbon offset projects Ongoing
-  Increase the frequency of the Energy-Saving Trees Program (Spring and Fall) Launched October 2024

NEXT STEPS

Emerging Technologies






There are emerging decarbonization technologies and solutions that we should monitor and could potentially implement once they develop into a more mature stage and become economically feasible. One of the technologies is Community Geothermal.

- ✓ 11 projects selected by the DOE to receive funding
- ✓ 6 of the locations are urban/suburban communities, 4 are located in rural communities and 1 is located in a remote-isolated community
- ✓ A total of \$13 Million from DOE in support of these programs



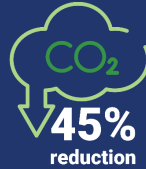
NEXT STEPS

Energy-Efficiency Initiatives

-  New Outreach Campaigns leveraging the same successful strategies used by gas safety campaigns
 - TV Commercials and targeted on-demand streaming ads
-  Promote Charlottesville Gas Incentives in the newly launched Energy Resource Hub
-  Increase awareness of attic insulation by offering **online attic insulation self-assessment tool** (in partnership with LEAP)
-  Increase the Attic Insulation Rebate to \$500 and in combination with a 30% tax credit to maximize savings
-  Explore custom incentives tailored for specific customer segments
 - Multifamily and Commercial Customers

NEXT STEPS

2030



- Invest in energy-efficiency initiatives
- Maintain 25% Carbon Offsets

2050



carbon neutral



- Track Renewable Natural Gas availability, including the RWSA sewer treatment plant study
- Monitor the development and deployment of the nation's hydrogen hubs, especially the Mid-Atlantic Clean Hydrogen Hub (MACH2)
- Continue to do research on Carbon Offsets
- Monitor emerging technologies and potentially implement them once they become more mature and economically feasible
- Collaborate with the Office of Sustainability to track other decarbonization strategies that can be considered for Charlottesville Gas

QUESTIONS?

CITY OF CHARLOTTESVILLE



Resolution of Recognition

CAAR 100th Anniversary

WHEREAS the Charlottesville Area Association of REALTORS® (CAAR) has been the leading voice for real estate in Central Virginia since its establishment on June 22, 1925, representing today more than 1,300 real estate professionals and affiliate members; and

WHEREAS for a century, CAAR has made significant contributions to the Charlottesville real estate industry by advocating for the protection of private property rights and providing its members with the tools and technology needed to achieve expertise in serving the needs of their customers and clients with the highest standards of professionalism, ethics, and excellence; and

WHEREAS, reflecting on its past, the Association recognizes the importance of continuing to embed diversity, equity, and inclusion into every aspect of its operations, thus strengthening the Association's reputation as a trusted and reliable resource in the real estate community; and

WHEREAS CAAR remains dedicated to enriching the Charlottesville community, engaging in a variety of educational programs and community service events each year, and providing its members with the resources and support they need to navigate the ever-changing and growing real estate landscape;

NOW, THEREFORE, BE IT RESOLVED, that the Charlottesville City Council hereby recognizes the Charlottesville Area Association of REALTORS® in celebration of its 100th year of service in Central Virginia and in the City of Charlottesville.

Signed and sealed this 4th day of March 2025.

Juandiego Wade, Mayor

Attest:

Kyna Thomas, Clerk

CITY OF CHARLOTTESVILLE



Proclamation

AMERICAN RED CROSS MONTH 2025

WHEREAS during American Red Cross Month in March, we recognize the compassion of people in the City of Charlottesville and reaffirm our commitment to care for one another in times of crisis; and

WHEREAS the American Red Cross is synonymous with helping people and has been doing so for more than 140 years; this generous spirit is woven into the fabric of our community and advances the humanitarian legacy of American Red Cross founder Clara Barton, who nobly dedicated herself to alleviating suffering; and

WHEREAS kindhearted individuals in our community exemplify Barton's commitment as they step up through the American Red Cross Central Virginia Chapter to provide a beacon of hope for our neighbors in need; and

WHEREAS through their selfless contributions volunteers make a lifesaving difference in people's darkest hours; in 2024 more than 91 local Red Cross volunteers provided 16 Charlottesville families (33 individuals) with shelter, food, and comfort after a home fire; hosted 306 blood drives, collecting more than 14,000 units of lifesaving blood products; provided 40 support services to aid military families through the unique challenges of service; provided 2,597 local individuals with First Aid, CPR, AED and other lifesaving training classes; trained 146 students in disaster preparedness; and installed 69 smoke alarms in 29 homes;

NOW, THEREFORE, the Charlottesville City Council recognizes March 2025 as American Red Cross Month, and we encourage all community members to join in its noble humanitarian efforts to strengthen and uplift our community.

Signed and sealed this 4th day of March 2025.

Juandiego Wade, Mayor

Attest:

Kyna Thomas, Clerk

CITY OF CHARLOTTESVILLE



Proclamation

Social Work Month 2025 Compassion + Action

WHEREAS people have entered the social work profession for generations because they genuinely care about helping improve the welfare of people, families, communities and our nation; and

WHEREAS this year’s Social Work Month theme, “Social Work: Compassion + Action,” embodies the fact that social workers go through years of education and training, so they have the skills and expertise to transform their care for others into action that brings positive results; and

WHEREAS the social work profession has worked for generations to improve living conditions in our community and our nation, with social workers successfully pushing for Social Security, a 40-hour work week, Medicare, and a minimum wage; and

WHEREAS social workers work in all parts of our society, including schools, social service agencies, veteran centers, and government – helping individuals, families and communities secure services and policies they need to thrive; and

WHEREAS social workers are at the forefront of pressing issues facing our nation, including increased needs for mental health care, especially for children and adolescents; substance use disorder treatment; and increased economic and political division; Social Workers continue to stand ready to assist our nation in overcoming present and future challenges, including ending gun violence, improving health care and mental health care for all and urging lawmakers to adopt immigration reforms; and

WHEREAS social workers are one of the largest groups of mental health care providers in the United States and are pressing for a Social Work Interstate Licensing Compact that will improve mental health care delivery in our nation; and

WHEREAS research proves the presence of Social Workers in schools, hospitals, and assisted living facilities improve education and health outcomes and quality of life for students, patients and residents;

NOW, THEREFORE, in recognition of the numerous contributions made by Social Workers, the Charlottesville City Council proclaims the month of March 2025 as Social Work Month and call upon community members to join in celebration and support of the Social Work profession and this year’s theme of Compassion + Action.

Signed and sealed this 4th day of March 2025.

Juandiego Wade, Mayor

Attest:

Kyna Thomas, Clerk

CITY OF CHARLOTTESVILLE



Proclamation

MULTIPLE SCLEROSIS EDUCATION and AWARENESS MONTH

WHEREAS Multiple Sclerosis (MS) is a chronic, often disabling disease of the central nervous system that affects approximately 400,000 people in the United States, typically striking young adults in the prime of life – in their 20s to 40s, and women by a rate of 3-to-1; and

WHEREAS March is designated as Multiple Sclerosis Education and Awareness Month; it is important to share education and awareness of MS so that the population affected by the disease can lead more productive and satisfying lives, and obtain a timely diagnosis; and

WHEREAS MS is a disease that not only affects the person with the condition but also greatly impacts families, caregivers, friends, and the community; and

WHEREAS the exact cause of MS is still unknown and there is no known cure; every hour of every day, someone is newly diagnosed with MS; symptoms can range from mild to severe including numbness or tingling in the limbs, muscle spasms, stiffness, weakness, difficulty moving, depression, pain, paralysis, loss of vision and is one of the most common causes of disability in younger adults; and

WHEREAS the non-profit Multiple Sclerosis Alliance of Virginia (MSAV) provides programs and services for anyone in Virginia whose life has been affected by MS;

NOW, THEREFORE, the Charlottesville City Council hereby recognizes the month of March as Multiple Sclerosis Education and Awareness Month in the City of Charlottesville, and we encourage community members to learn more about the disease to better support one another during times of need.

Signed and sealed this 4th day of March 2025.

Juandiego Wade, Mayor

Attest:

Kyna Thomas, Clerk

CITY OF CHARLOTTESVILLE



Proclamation

Zion Union Baptist Church 130th Anniversary

WHEREAS Zion Union Baptist Church was established one hundred thirty years ago on March 16, 1895, by a devoted group of Christian workers who formerly attended Mount Zion Baptist Church; this pioneering congregation, having no appointed place of worship, held their first services in the old firehouse building on West Main Street; and

WHEREAS Zion Union Baptist Church built a small frame church before constructing its second magnificent church building on 4th Street, NW in 1907, in a neighborhood where African American families settled following the Civil War, later known as the Vinegar Hill Historic District; and on December 13, 1964, the congregation held its last worship service in the 4th Street church building, as the neighborhood was demolished under the Charlottesville Redevelopment Program; and

WHEREAS despite significant challenges, including difficulty in securing local financing, Zion Union Baptist Church remained steadfast in faith, securing a loan from a bank in New York and continuing to worship at Jefferson School Auditorium until the congregation triumphantly marched to its new and current church home at 1015 Preston Avenue on August 28, 1966; and

WHEREAS for over a century, Zion Union Baptist Church has enriched the Charlottesville community, providing multiple ministries and outreach programs including tutoring and summer programs for youth, health and vaccination clinics, community service projects, collection drives for homeless veterans, and supporting community persons outside of church membership to have funerals or memorial services.; and

WHEREAS Zion Union Baptist Church remains a pillar of faith and service in the Charlottesville community continues to open its doors to the community, hosting religious organizations, community partners, and providing a place of worship, support, and outreach for all in need;

NOW, THEREFORE, BE IT RESOLVED THAT the Charlottesville City Council hereby recognizes and celebrates the 130th anniversary of Zion Union Baptist Church and we commend its enduring contributions to the cultural fabric of our city and to uplifting the Charlottesville community.

Signed and sealed this 4th day of March 2025.

Juandiego Wade, Mayor

Attest:

Kyna Thomas, Clerk



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

The Charlottesville City Council met on Tuesday, February 18, 2025. Vice Mayor 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, Michael Payne, and Lloyd Snook. Mayor Juandiego Wade gave prior notice that he would arrive later during the work session. Mr. Wade joined the meeting at 4:45 p.m.

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

REPORTS

1. REPORT: Mapp2Health Report from Blue Ridge Health District

Ryan McKay, Director of the Blue Ridge Health District (BRHD), introduced the report and provided historical context for MAPP (Mobilizing for Action through Planning and Partnerships), a community-driven strategic planning process for improving community health.

Jen Fleisher, CHA/CHIP Program Officer BRHD, presented the 2024-2025 MAPP2Health Community Health Needs Assessment. The most recent MAPP process took place in 2022 and focused on health disparities plus racism as a public health crisis. Transportation, Telemedicine, and Community Paramedicine were the launched programs that will continue beyond 2025. The mission of MAPP2Health is to improve the overall health of District residents through community-driven inclusive services and policy advocacy. Ms. Fleisher stated that the City's bike and pedestrian infrastructure work aligns with MAPP2Health goals, and she requested that the City stay connected to the CHIP (Community Health Improvement Plan), remove barriers for providers to do the work, and amplify successes of the programs.

Mr. McKay mentioned that the BRHD is funded by 44-45 federal grants, and they are monitoring changes at the federal level to determine whether and how local deliverables may be affected.

2. REPORT: Opioid Abatement Plan

Ashley Reynolds Marshall, Deputy City Manager for Social Equity, began the report with historical context about the public health emergency that began in the late 1990s related to the 1996 introduction of OxyContin; the mid-2010s saw an influx of cheaper opioid alternatives than prescriptions like heroin and fentanyl. States and cities, including Virginia, began legal action against major drug manufacturers, distributors, and retailers. Virginia had its 133 subdivisions sign on to one suit - including the City of Charlottesville. Results of legal action culminated in 2021 and 2022 with settlements from several large pharmaceutical companies and large pharmacies. Ms. Marshall provided data about related deaths, visits to the emergency department, and incidents that were substance-use-related requiring emergency medical services.

Since January 19, 2023, three national-level opioid settlements have been approved by Virginia state courts that result in payments to Virginia. A Memorandum of Understanding for the Virginia Opioid Abatement Fund and Settlement Allocation was drafted in August 2021 that outlined the distribution process for the Commonwealth. All 122 counties and cities in the Commonwealth, including the City of Charlottesville, signed this MOU. Ms. Marshall introduced a pilot project in partnership with Albemarle County for a jail-based sublocade medication for opioid use disorder.

and hiring an embedded mental health clinician at the Emergency Communications Center.

CLOSED MEETING

On motion by Pinkston, seconded by Snook, Council voted unanimously (Ayes: Oschrein, Payne, Pinkston, Snook, Wade; Noes: none) to meet in closed session as authorized by Section 2.2-3712 of the Virginia Code, specifically:

- (1) Section 2.2-3711(A)(1) for discussion and consideration of prospective candidates to be interviewed or considered following boards and commissions:
 - a. Charlottesville Economic Development Authority
 - b. Human Rights Commission
 - c. Police Civilian Oversight Board
 - d. Tree Commission

On motion by Pinkston, seconded by Oschrein, Council certified by the following vote: 5-0 (Ayes: Oschrein, Payne, Pinkston, Snook, Wade; Noes: none), 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.

BUSINESS SESSION

City Council began the business meeting by observing a moment of silence.

ANNOUNCEMENTS

Mayor Wade announced the February 14 passing of Satyendra Huja, former Charlottesville mayor and Planning Director, and he lauded Mr. Huja's contributions to the Historic Downtown Mall, Dogwood Housing and Riverview Trail, as well as his mentorship and impact on others in the community.

Mr. Wade also announced the passing of an unhoused resident named Joe, living near the Downtown Transit Center, on February 17.

Councilor Snook made remarks about former mayor Huja's contributions to the Charlottesville community, particularly as an advocate for the pedestrian Downtown Mall, its trees, and its anchors of the Omni Hotel and the Pavilion.

Mr. Wade mentioned that he has received calls voicing concern about mail delivery, and he stated that officials have been in touch with State Senators Warner and Kaine to voice concerns. The senators have been working to address mail delivery issues.

Councilor Oschrein reminded individuals who won e-Bike grants to pick up their vouchers from Tommy Safranek, Bike and Pedestrian Coordinator.

BOARD and COMMISSION APPOINTMENTS

On motion by Payne, seconded by Pinkston, Council voted 5-0 to appoint the following members to boards and commissions:

- Charlottesville Economic Development Authority: Gareth Gaston and Quinton Harrell
- Human Rights Commission: Marian Doyle and L.D. Perry
- Police Civilian Oversight Board: Isaiah Alvarez, Kyle Dobson, Jeffrey Fracher, W. Andrew Frye,

and Shenandoah Titus

- Tree Commission: Eric Bredder, Hannah Brown, and Meredith Keppel.

Mr. Payne stated that the appointment for the Belmont Neighborhood representative was put on hold to receive additional applications.

RECOGNITIONS/PROCLAMATIONS

- **Proclamation: The Center at Belvedere 65th Anniversary**

Mayor Wade acknowledged the event held on February 14, celebrating the Center at Belvedere's 65th anniversary, where he presented the proclamation.

- **Proclamation: National Invasive Species Awareness Week: February 24 - 28, 2025**

Councilor Oschrin presented the proclamation to Ruth Starnetta and Joann Dalley, who accepted the proclamation and highlighted related events to help educate the public.

COMMUNITY MATTERS

Mayor Wade opened the floor for comments from the public.

1. Jeffrey Levien, city resident, spoke about a potential collaborative project at 200 West Main Street, and the zoning review rights of the Board of Architectural Review regarding massing and step-backs. He requested help from Council to clarify what can be built and under what conditions.
2. Deanna McDonald, founder of RN HEARTwork-Health Education, Coaching & Consulting, working in partnership with the Fifeville Neighborhood Association, requested financial support from the City for the proposed Charlottesville food co-op on Cherry Avenue. She shared results of the 6-month community engagement initiative that wrapped up in December.
3. Paola Covarrubias, city resident and steering committee member for the proposed food co-op on Cherry Avenue, spoke about the need for city support and a sustainable community-driven grocery option.
4. Colette Hall, city resident, spoke about the FY24 budget surplus, increased property assessments, and last year's tax increases, and she asked Council not to increase taxes this year.
5. Susan Kruse, city resident and Executive Director of the Community Climate Collaborative, commended the following City actions: 1) Mayor Wade's sign-on to a letter asking the U.S. Congress for protection for clean energy tax credits, and 2) the city's sustainability team efforts to help launch the Energy Resource Hub (energyresourcehub.org).
6. Lisa Draine, city resident and steering committee member for the proposed food co-op on Cherry Avenue, spoke about the need for city support and a sustainable community-driven grocery option.
7. A resident spoke about the need for a food co-op on Cherry Avenue, and the possibility of schools using it as a teaching tool for children.
8. Zyahna Bryant, city resident, spoke in support of the proposed food co-op on Cherry Avenue. She also requested funding for city schools, specifically using city surplus funds.

CONSENT AGENDA

Clerk Thomas read the following Consent Agenda items into the record, and on motion by Pinkston, seconded by Payne, Council unanimously adopted the Consent Agenda: 5-0 (Ayes: Oschrin, Payne, Pinkston, Snook, Wade; Noes: none).

3. MINUTES: December 19, 2024 joint Council-School Board work session; January 30 FY26 budget work session; February 3 regular meeting; February 10 joint Council-School Board meeting; February 11 special meeting
4. RESOLUTION of Appropriation to Amend the FY25 Budget - \$27,851,605.84 (2nd reading)

RESOLUTION

To Amend the City Budget Adopted for Fiscal Year 2025 (“Year End” Appropriation) \$27,851,605.84

WHEREAS the Charlottesville City Council has received and reviewed the results of the year-end audit for Fiscal Year 2024, which identified a surplus of appropriations over expenditures; and

WHEREAS the City Council desires to amend the budget previously adopted for Fiscal Year 2024, to increase the amount of authorized expenditures by a total of \$27,851,605.84 and, since this Budget Amendment exceeds one percent (1%) of the total expenditures shown in the currently-adopted budget, City Council conducted a public hearing on the proposed amendment following public notice given in accordance with Virginia Code §15.2-2507(A); now, therefore,

BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the expenditures hereinafter set forth are hereby authorized and appropriated within the accounts of the City for the uses listed below, for the Fiscal Year ending June 30, 2024. The details explaining the purposes for which the following expenditure amounts are authorized, shall be as set forth within the City Council agenda memo dated February 3, 2025, which agenda memo is incorporated into this Resolution by reference.

I. GENERAL FUND.

The following amounts shall be permitted to be carried over and expended in the General Fund’s respective cost centers or internal orders in the following fiscal year and shall remain as continuing appropriations unless further altered by Council:

Interest income due to Utility Funds	\$489,080.15
Funds Transfer for Previously Appropriated Commitments	\$2,273,192.00
Surplus Funds above the 17% Fund Balance Policy to be transferred to CIP Contingency	\$22,386,718.77
Total Section I	\$25,148,989.92

II. FACILITIES REPAIR FUND.

Courthouse Maintenance (P-00099) - \$10,140.18 - These unspent restricted court fees will be used for future court repair work or records conversion. The amount will be carried over in the Facilities Repair Fund.

Courthouse Construction (P-00783) - \$14,347.50– These unspent restricted court fees will be used for future renovations or construction projects relating to the courts and will be carried over in the Facilities Repair Fund.

Total Section II.	\$24,487.68
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III. GRANTS FUND.

These funds were received from outside sources and are being appropriated to be spent by the respective grants:

\$11,382.24 – these funds will be used for additional qualifying State Fire Grant expenditures (1900010).

Total Section III.

\$11,382.24

IV. SCHOOLS GAINSHARING.

In 1998, the School Board and City Council entered into a gainsharing agreement. This agreement mandates that the first \$100,000 to go to facilities for School Capital Improvement Projects, the next \$100,000 is retained by the Schools in the General Fund and then any amount over \$200,000 will be shared equally (50/50) between the School Board and the City.

For the year ending June 30, 2024, \$2,666,746.00 will be returned to the City as per the terms of the agreement. The funds will be deposited in the City's CIP Contingency account.

Total Section V.

\$2,666,746.00

5. RESOLUTION: Citywide Bicycle Infrastructure Program: Resolution creating the E-Bike Grant Program fund and appropriating \$150,000 in existing funds from the Bicycle Infrastructure capital fund and Climate Action Fund (2nd reading)

RESOLUTION

Appropriating funds to a new fund for electric bicycle programs - \$150,000

WHEREAS the expanded use of electric bicycles in the community provides a more sustainable transportation option, which meets the City's transportation and climate action goals;

WHEREAS Council has appropriated funding for sustainability goals in the Climate Action Fund and for transportation goals associated with biking in the Bicycle Infrastructure capital fund;

WHEREAS revenues from the dockless mobility permit program are used as part of the Bicycle Infrastructure capital fund and are dedicated to expanding the use of bicycles in Charlottesville;

AND WHEREAS the City has pilot projects associated with electric bicycles that are coordinated between Neighborhood Development Services and the Office of Sustainability;

BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$150,000 is hereby appropriated as follows:

Transfer From

\$75,000	Fund: 426	I/O: 1000028	G/L Account: 599999
\$75,000	Fund: 426	WBS: CP-083	G/L Account: 599999

Transfer To

\$150,000	Fund: 426	WBS: TBD	G/L Account: 599999
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6. RESOLUTION: Safe Routes to School Program: Resolution appropriating \$229,803 for Safe Routes to School Program Non-Infrastructure Grants (2nd reading)

**RESOLUTION APPROPRIATING FUNDS
For Safe Routes to School Program (SRTS) Non-Infrastructure Grants - \$229,803**

WHEREAS, the Safe Routes to School Program (SRTS) non-infrastructure grant, providing Federal payments for education, encouragement, evaluation and enforcement programs to promote safe walking and bicycling to school has been awarded the City of Charlottesville, in the amount of \$183,843;

WHEREAS, the two year SRTS award is a 80% reimbursement program requiring a 20% match of \$45,960. It will come from in kind donations and volunteer services from Charlottesville Area Mountain Bike Club and cash match from the City of Charlottesville in form of employee benefits.

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

<u>Transfer From</u>			
\$45,960	Fund: 105	Cost Center: 390100100	G/L: 561209
<u>Transfer In</u>			
\$45,960	Fund 209	Cost Center: 3901008000	G/L: 498010
<u>Revenue</u>			
\$183,843	Fund: 209	Cost Center: 3901008000	G/L: 430120
<u>Expenditure</u> (expenditures and salary)			
\$104,000	Fund: 209	Cost Center: 3901008000	G/L: 519999
\$ 79,843	Fund: 209	Cost Center: 3901008000	G/L: 599999

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$183,843 from the Virginia Department of Transportation.

7. RESOLUTION to Approve Reimbursement of \$285,861.38 for Buford/Charlottesville Middle School project (layover)
8. RESOLUTION: Financial Resolution Supporting Kindewood/Friendship Court Phase 3

**RESOLUTION
Financial Resolution Supporting Kindewood/Friendship Court Phase 3
Parcel Number: 280112000**

NOW, THEREFORE BE IT RESOLVED that the Council of the City of Charlottesville, Virginia hereby commits up to \$4,150,000 in the form of loans for the redevelopment of Kindewood/Friendship Court Phase 3. The commitment of up to \$4,150,000 will help to subsidize Phase 3 which in turn will create a total of approximately 79 newly constructed affordable housing units, through Phase 3A and Phase 3B, in the City of Charlottesville. This commitment will be made to Piedmont Housing Alliance.

9. ORDINANCE Amending Chapter 25 (Social Services), Article III (Rental Relief for the Elderly and Disabled Persons) to correct a drafting error

AN ORDINANCE AMENDING AND REORDAINING SECTIONS 25-61 OF ARTICLE III OF

CHAPTER 25 (SOCIAL SERVICES) OF THE CHARLOTTESVILLE CITY CODE, 1990, AS AMENDED, RELATING TO RENT RELIEF FOR THE ELDERLY AND DISABLED PERSONS

CITY MANAGER REPORT

City Manager Sanders acknowledged the requests for support of the food co-op and stated that while he can make no promises, he continues to support public and internal conversations about options. He stated that he will reach out to Ms. Deanna McDonald, who identified herself during Community Matters as the neighborhood group representative.

Krisy Hammill, Director of Budget, summarized the quarterly financial report for FY 2025 through December 31, 2024, including revenue and expenditure projections. The city's revenue team continues to monitor revenues closely to analyze the factors that may be contributing to current revenue trends and to develop FY26 budget projections.

Kevin Rotty, the city's financial advisor from PFM Financial Advisors LLC, provided a brief economic update.

ACTION ITEMS

10. PUBLIC HEARING and ORDINANCE for Temporary Aerial Easement for the Verve Charlottesville PUD at 409 Stadium Road (layover)

Matthew Alfele, City Planner, introduced the item and summarized the need for an aerial easement to allow for temporary cranes to construct a property at 409 Stadium Road. Subtext Acquisitions, LLC is in the process of developing property known as the Verve Charlottesville located at 409 Stadium Road. Subtext represents that the proposed new building being constructed will require placement of up to three tower cranes on their property. The booms of the cranes would swing over the airspace of City right-of-way located along Stadium Road, Montebello Circle, and Jefferson Park Avenue. It is anticipated that the easement will not exceed a period of five years.

Councilors asked clarifying questions about crane span and about height of any materials being lifted.

Mayor Wade opened the public hearing.

- Ellen Contini-Morava, neighboring resident to the construction property, asked questions about swinging loads of equipment and materials and hours of operation.

Hunter Cline, Construction Manager with John Moriarty and Associates, confirmed that any swinging loads will be confined within the construction zone.

With no additional speakers coming forward, Mayor Wade closed the public hearing and Council unanimously agreed to lay the item over to the March 4 consent agenda for second reading and vote.

GENERAL BUSINESS

11. WRITTEN REPORT: Land Use and Environmental Planning Committee (LUEPC) Semi-Annual Report

Council acknowledged receipt of the written report. Councilor Payne expressed concern about a lack of substantive information in the report, as well as concern that the group's meetings do not include public officials. He stated that LUEPC is the only body for coordination between UVA and the city and county

local governments.

COMMUNITY MATTERS (2)

Mayor Wade opened the floor for comments from the public. There were no speakers.

ADJOURNMENT

On motion by Pinkston, seconded by Oschrin, Council voted unanimously to adjourn the meeting at 7:39 p.m.

BY Order of City Council

BY Kyna Thomas, Clerk of Council

DRAFT

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



Agenda Date:	March 4, 2025
Action Required:	Approve Appropriation of Reimbursement
Presenter:	Michael Goddard, Facilities Development Manager
Staff Contacts:	Stewart Harding
Title:	Resolution to Approve Reimbursement of \$285,861.38 for Buford/Charlottesville Middle School project (2nd reading)

Background

Charlottesville City Schools requested additional access controls and vape sensors to be installed in the single occupancy bathrooms at the new Buford/Charlottesville Middle School. This request was made once the construction was in process, and was therefore not included in the base design or bid price. As such, this had to be procured as a Change Order to the main contract with the General Contractor (Nielsen Builders, Inc).

The cost for this additional work is as follows:

- CO#14 – PCO 087 - Provide Vape Sensors at 54 Student Bathrooms: \$189,830.34
- CO#15 – PCO 088 – Provide Access Controls at 14 ADA Bathrooms: \$96,031.04

It was agreed that Charlottesville City Schools would pay for this additional scope of work independently of the main project budget.

At the time of request, Nielsen Inc was in the process of “closing in” walls and ceilings in these locations. In order to install said access control systems and vape sensors, wiring had to be installed in the walls before they were closed in.

In order not to impact the construction schedule it was decided that the Change Order would be approved to proceed, and then the funds would subsequently be reimbursed from Charlottesville City Schools into the project budget.

Discussion

A check in the amount of \$285,861.38 (check ref#401822) was sent from Charlottesville City Schools and processed on November 22, 2024. We are requesting that this \$285,861.38 be appropriated into the Buford/Charlottesville Middle School project fund (P-01012).

Alignment with City Council's Vision and Strategic Plan

This request supports the City Council's Strategic Outcome Areas of Education, Public Safety, Partnerships and Organizational Excellence.

Community Engagement

N/A

Budgetary Impact

Transfer of \$285,861.38 from Charlottesville City Schools into Buford/Charlottesville Middle School project fund (P-01012).

Recommendation

Funds have been expensed from the Facilities Capital Projects Lump Sum Account (P-01012) and the reimbursement is intended to replenish the project budget for a portion of those expenses.

Alternatives

City Council could decline this recommendation. This will then deplete the project budget contingency by \$285,861.38.

Attachments

1. PCO 087-R2 All work required to provide Halo Vape Sensors in Bathrooms - signed
2. PCO 088-R3 Provide Access Control Equipment for Specific Doors per Owner's Request - signed
3. Appropriation-CCS Funds for Buford Middle School Project (1)

GENERAL CONTRACTOR ESTIMATE FOR CHANGE ORDER

DGS-30-200

(Rev. 03/16)

GC-1

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

General Contractor: Nielsen Builders, Inc.
Change Description: PCO 087-R2 All work required to provide Halo Vape Sensors in Bathrooms

GENERAL CONTRACTOR DIRECT COSTS													
Scope Description		Direct Labor				Direct Material				Direct Equipment			
Item No.	Description	Direct Labor Hours	Labor Units (Manhours, Crew Hours)	Hourly Wage Rate, Excl. Taxes & Ins.	Total Labor Cost	Quantity	Qty Units	Material Cost Per Unit	Total Material Cost	Quantity	Qty Units	Equipment Cost Per Unit	Total Equipment Cost
A	B	C	D	E	F=C x E	G	H	I	J = G x I	K	L	M	N = K x M
1.01					\$0.00				\$0.00				\$0.00
1.02					\$0.00				\$0.00				\$0.00
1.03					\$0.00				\$0.00				\$0.00
1.04					\$0.00				\$0.00				\$0.00
1.05					\$0.00				\$0.00				\$0.00
1.06					\$0.00				\$0.00				\$0.00
1.07					\$0.00				\$0.00				\$0.00
1.08					\$0.00				\$0.00				\$0.00
1.09	Subtotal from Estimate Continuation Sheets				\$0.00				\$0.00				\$0.00
1.97	Subtotal (S/T) Direct Costs:			Subtotal Labor	\$0.00			Subtotal Material	\$0.00			Subtotal Equipment	\$0.00
1.98	Taxes/Insurance: FICA, FUI, SUI, & Workmens' Comp. 42.00% % of Labor				\$0.00			Sales Tax	\$0.00			Sales Tax	
1.99	Total Direct Costs			Total Labor	\$0.00			Total Material	\$0.00			Total Equipment	\$0.00

SUBCONTRACT COSTS		
Item No.	Subcontractor Name (List totals from attached SC-1 forms)	Total Cost
A	B	C
2.01	Moore's Electrical & Mechanical	\$170,864.39
2.02		
2.03		
2.04		
2.05		
2.06		
2.07		
2.08		
2.09		
2.99	Total Subcontract Costs	\$170,864.39

SUMMARY			
Item No.	Description		Total Cost
3.01	Total Direct Labor Cost	Item 1.99H	\$0.00
3.02	Total Direct Material Cost	Item 1.99J	\$0.00
3.03	Total Equipment Cost	Item 1.99L	\$0.00
3.04	Subtotal	3.01+3.02+3.03	\$0.00
3.05	Overhead and Profit* (%)	15.00%	\$0.00
3.06	Subtotal	3.04+3.05	\$0.00
3.07	Subcontractor Cost	Item 2.99	\$170,864.39
3.08	GC Markup on Subcontractors**	10.00%	\$17,086.44
3.09	Subtotal	3.06+3.07+3.08	\$187,950.83
3.10	Additional Bond Cost		\$1,879.51
3.99	Total Change Order Cost	(3.09+3.10)	\$189,830.34

Name: Rocky Moulton

Signature:

Title: Senior Project Manager

Date: Wednesday, September 25, 2024

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

A/E Signature:

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

*Limited to 15% on self-performed work.

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

September 24, 2024

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

Attention: Rocky Moulton

Reference: Charlottesville Middle School IFB# 23-59

Subject: CO-22 Halo 3C Device Installation

Rocky,

You will find our scope of work, clarifications and total costs associated with CO-22 Halo 3C Device Installation as directed in an email dated 9/10/24. Total cost for material and labor is:

\$170,864.³⁹

Scope

1. Moore's will provide control raceway to accessible ceiling for 54 total Halo 3C locations.
2. Please refer to PAVION's scope letter for detailed equipment provided with this change.
3. Moore's will provide all electrical raceway and back boxes per the directions in the email dated 9/10/24.

Clarifications

1. We have priced this change with regular working hours and conditions.
2. Moore's provided a breakdown of raceway labor and material associated with this Halo 3C Device change.
3. Moore's added hours for room mockup per direction of owner.
4. We provided a quote from PAVION for the equipment and material needed for this Halo 3C Device change.
5. Pavion provided Halo 3C Device product data with this change. Please see attachments.
6. Please refer to PAVION's scope letter for detailed exclusions, inclusions, and Halo 3C device locations.
7. We excluded the following (By Others) – Demo of any kind, Drywall, Painting, Wall framing, Ceilings of any kind, Acoustical caulk, and Firestopping of any kind.
8. We excluded any extra electrical circuits in the IT room for this change. Upon request, we will provide any necessary circuits on a T&M basis.
9. We excluded any Demo of existing conduits in the rooms already roughed in. Upon request, we will provide any demo on a T&M basis.
10. We did our takeoff by an email dated 9/10/24. No drawings were issued with this change, only room numbers given to us.

We reserve the right to re-price this change order for errors and omissions. If you have any questions about this change order, please do not hesitate to contact me.

Submitted by:
James Bennett
James Bennett
Project Manager

7 attachments

CHANGE PROPOSAL

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

Moore's # 22
Date: 9/24/2024
Project Name: Charlottesville Middle School
Project Number: CEC230010
Page Number: 1

Client Address:

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

Work Description

CO-022 Halo 3C Device Installation

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

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

This price is good for acceptance within **10** days from the date of receipt.

We request a time extension of **3** days.

We will supply and install all materials, labor, and equipment as per your instructions in **an email dated 9/10/24 from Heath Knott.**

Itemized Breakdown

Description	Qty U	Net Price	Total Mat.	Labor U	Total Hrs.
3/4" EMT	540 C	163.72	884.09	5.63 C	30.40
3/4" EMT STL SS CONN	108 C	68.84	74.35	12.47 C	13.47
3/4" PLASTIC BUSHING	108 C	17.52	18.92	4.44 C	4.80
4" OCT BOX 1-1/2 D 3/4 KO	54 C	321.71	173.72	26.15 C	14.12
4" OCT CONC RING COVER	54 C	1,683.07	908.86	3.85 C	2.08
GROUNDING SCREW #973	54 C	17.28	9.33	3.28 C	1.77
1"x10 S-TAP SCREW	270 C	10.49	28.32	3.85 C	10.40
512HDBP DEEP T-BAR BOX HNGR 24"	54 C	1,718.64	928.07	18.14 C	9.80
512HDXT DEEP T-BAR EXT HNGR	54 C	551.40	297.76	6.71 C	3.62
515 T-BAR FIXTURE CLIP	54 C	86.03	46.46	6.71 C	3.62
BITS (CARBIDE)	1 E	388.40	388.40	0.00 E	0.00
BLADES	2 E	88.40	176.80	0.00 E	0.00
ROOM MOCK UP	20 C	260.00	52.00	1.38 E	27.60
Totals	1,373		3,987.07		121.67

Summary

General Materials		3,987.07
Material Tax (@ 5.300 %)		211.31
Total Material		4,198.38
JOURNEYMAN (121.67 Hrs @ \$52.00)		6,326.84
FOREMAN @ 25% (30.42 Hrs @ \$55.00)		1,673.10

CHANGE PROPOSAL

CHANGE PROPOSAL

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

Client Address:
Nielsen Builders
3588 Early Rd
Harrisonburg, VA 22801

Moore's # 22
Date: 9/24/2024
Project Name: Charlottesville Middle School
Project Number: CEC230010
Page Number: 2

Summary (Cont'd)		
CO-ADMINISTRATION	(6.00 Hrs @ \$55.00)	330.00
Labor Burden	(@ 19.000 %)	1,582.69
Subtotal		14,111.01
Overhead	(@ 15.000 %)	2,116.65
Subtotal		16,227.66
HALO 3C CONTROLS	(\$152,945.00 + 0.000 % + 0.000 % + 0.000 %)	152,945.00
Subtotal		169,172.66
Bond	(@ 1.000 %)	1,691.73
Final Amount		\$170,864.39



7272 Jackson Avenue
Mechanicsville, VA 23111
Joseph Huff 804-640-7120

Charlottesville City Schools

Change order for Buford Middle School

CO for Vape Sensor Wiring

Quote # 202409-39968
9 September 2024

Contact:
James Bennett
Phone:
(434) 546-0917

Electrical Contractor:
Email:
jbennett@mooreselectric.com

Pavion is pleased to provide this quote which is based upon all known information and requirements that were provided to us. Any deviation from plans, specifications, or addendums is unintended. Corrections must be supplied for a change in quoted price.

Pavion will supply and install equipment necessary to add the (54) Halo Vape Sensors and associated Network Drops as described in email from James Bennett on 9/5/2024.

Provide Halo Vape Sensor (see attached) centered on the toilet in rooms as listed below to include backbox with cover plate, raceway (if needed) to accessible ceiling , low voltage cable run to closest IT closet terminated at both ends.

VAPE SENSORS (54 TOTAL)

Level 1 B – 1707-1, 1707-2, 1707-3, 1707-4, 1707-5, 1707-6, 1707-7, 0705-1, 1705-2, 1705-3, 1705-4, 1705-5, 1705-6, 1705-7, - (14 TOTAL)
Level 2 C – 2609-1, 2609-2, 2609-3, 2609-4, 2609-5, 2609-6, 2609-7 - (7 TOTAL)
Level 2 D – 2201-1, 2201-2, 2201-3, 2201-4, 2201-5 - (5 TOTAL)
Level 3 C – 3611-1, 3611-2, 3611-3, 3611-4, 3611-5, 3611-6, 3611-7 - (7 TOTAL)
Level 3 E – 3043-1, 3043-2, 3043-3, 3043-4, 3043-5, 3043-6, 3306-1, 3306-2, 3306-3, 3306-4, 3306-5, 3306-6 - (12 TOTAL)
Level 3 F – 3511-1, 3511-2, 3511-3, 3511-4, 3511-5, - (5 TOTAL)
Level 4 C – 4613-1, 4613-2, 4613-3, 4613-4 - (4 TOTAL)

Cage Code: 0F4N9

DUNS: 053380457

DCJS: 11-3672

Change Order Quote

Item #	Manufacturer	Qty	Model	Description
	Equipment			
1	Comprehensive/ADI	7	PP24P6	Comprehensive PP24P6 24 Port Cat6 Patch Panel
2	On-Q/ADI	3	AC346025	On-Q AC346025 CAT6 Ez RJ45 Connector, 25-Pack
3	Genetec	1	GSC-IIOT	1 Industrial IoT plugin. Allows connection to one of the following protocols: BACnet, Modbus, OPC Client, HTTP Server, MQTT Client, SNMP, TCP Server. 1 additional GSC-IIoT part is required per additional protocol used at a time. Unlimited data point connections and IoT support (BACnet, Modbus, OPC Client, HTTP Server, MQTT Client, SNMP, TCP Server)
4	IP Video	54	HALO-V3.00C	HALO IoT Smart Sensor 3C
5	IP Video	54	HALO-V3.00C-BACKBOX	Back box is required any time there is a wire mold or conduit connection to the HALO-3C or HALO-3C-PC
6	IP Video	54	HALO-CLOUD-1YR	Halo Cloud, 1 Year
7	IP Video	1	HALO-CLOUD-SETUP	HALO Cloud Setup
8	lot		Miscellaneous Consumables & Hardware	
9	lot		Cable	
	Professional Services			
10	e-copy only	4	Engineering	Submittal Book / Package
11	e-copy only	8	Engineering	Shop / Build-Set Drawings
12	e-copy only	4	Engineering	O&M Documentation
13	e-copy only	8	Engineering	As-Built Drawings
	Professional Services, Day-2			
14	Service	lot	MAINT-BASIC-1	Basic Maintenance & Warranty, 1 Year, No PM, Best Effort Service Level Objective

Change Order Quote

	Labor		
L1	Pavion	342	Lead Tech (L)
L2	Pavion	16	Sr Engineer (E)
L3	Pavion	8	Job Specialty Labor 2 (D)
L4	Pavion	20	Proj Management (M)

Summary of :	CO for Vape Sensor Wiring	Totals
Equipment		\$101,223.00
Misc Material & Cable		\$5,247.00
Professional Services		\$46,140.00
Project Total, Excl Tax		\$152,610.00
Sales Tax : 6.00%		\$335.00
Project Total, with Tax		\$152,945.00

*sales tax is an estimation, actual tax will be calculated at time of invoice

Notes:

- Pricing is based on work performed during normal business hours, in an unoccupied space.
- Item pricing shown is only for system purchase. Pricing of individual items or alternate configurations may differ.
- Shop Drawings will be produced within 4 weeks after receipt of CAD files. Proposal excludes payment for CAD or electronic drawings, which are required for production of shop drawings. Project documentation will be provided by electronic delivery only. Hard copies are available at an additional cost.
- Cabling will be installed using basic infection control protocol.
- Global Supply Chain Alert:** Unless noted, Pavion understands the specified equipment to be available at the time of this quote. If equipment becomes unavailable, we will seek reasonable substitute with comparable in-stock equipment to maintain project schedules. Pricing is subject to change as manufacturers are making rapid pricing adjustments to offset additional expense associated with supply chain disruptions. Any requested or required alteration or deviation from this quote resulting in additional costs will be executed only

Exclusions

- Demolition of and/or labor to maintain any existing system.
- Backboxes, raceway, conduit, cable tray, j-hooks, sleeves, penetrations, and core drilling
- Painting & Patching. Pavion will make a best effort to minimize new holes necessary for cable installation.
- 120VAC power. EC is expected to provide circuits in quantity and locations as required for this work.
- Permit, Bond, and applicable sales tax.

Payment Terms :

Progress Billing, on approved credit

Purchase Order #	Date of Acceptance
Tax Exempt ID #	Print Name & Title
Options Selected	Authorized Signature

Email Signed Proposal to: jhuff@pavion.com

Contract Terms: Maintenance support will be provided as detailed in the customer-selected Basic, Plus, or Elite maintenance plan which begins upon substantial project completion. All parts shall be free of any manufacturer defects and carry the specified manufacturer material warranty. Customer agrees that if payment is not made as specified in the conditions portion of this contract, they will pay interest at 3% per month plus reasonable fees needed in the collection of past due invoices. All price quotes reflect payments by cash, check, or wire transfer. Payment by credit card or other methods may incur additional charges that will be added to the invoice. Cancellation by customer will result in charges for labor, material restocking fees, and shipping. If customer is tax-exempt, they must provide the necessary identification number next to their acceptance of this proposal.

If customer is not tax-exempt, they assume all liability associated with the appropriate tax unless included in this proposal. All work is to be completed in a workman-like manner according to standard practices. Any alteration or deviation from this quote resulting in additional costs will be executed only upon approved written order. All agreements are contingent upon strikes, accidents, or delays beyond our control. Customer is to carry fire tornado and all necessary insurance. For a period of one year following the date of any order under this agreement, neither Pavion nor customer shall directly solicit employment or hire any employee of the other who is directly involved in the performance of this agreement. This proposal may be withdrawn by us if not accepted within 07 days. Material is FOB destination.

INTRODUCING THE **NEW** HALO Smart Sensor 3C

Multifunctional vape detection, safety, air quality, and environmental monitoring device.

HALO 3C builds on IPVideo Corporation's industry leadership in the detection of health, safety and security concerns in areas where privacy is paramount, such as bathrooms. Major new features include a "halo" of multicolored LEDs, motion detection, panic button support and easier installation. These add to existing features of gunshot detection, noise alerts and emergency keyword alerts.



EMERGENCY ALERT LIGHTING & AUDIO

HALO 3C literally includes a "halo" of multicolored LEDs that can be programmed to provide different lighting effects and colors, triggered by different events. Unique colors can be used for different alerts such as purple for Air Quality or red for temperature. The lights are projected onto the ceiling around the HALO for extended visibility and can be combined with configurable audio alerts.



MOTION DETECTION

HALO 3C includes a motion sensor which can be used to trigger a time-based notification, if motion is detected in an area that is meant to be unoccupied, or before or after hours.



OCCUPANCY AND PEOPLE COUNTING²

Identify how many people are within the HALO location and configure to alert on abnormalities.



PANIC BUTTON¹

In combination with HALO Cloud and the HALO Cloud App, Users can trigger email or mobile push notification alerts with IPVideo Corporation's iPanic™ panic button. Alerts provide monitoring staff with the names of HALO device(s) within range of the panic button.

Easy surface-mount installation with ability to power two units with a single cable run.

ENHANCED HALO CLOUD AND NEW MOBILE APP



- Receive configurable email and push notifications triggered by sensor levels or panic buttons.
- Monitor events and sensor levels across your buildings in real-time.
- View analytics such as heat maps and event trend graphs.
- Download historical data for further analysis and reports.



Key Features

1. Add-on option only available to HALO Cloud customers 2. Available in the HALO 3C-PC model only



HALO Cloud enables staff to respond rapidly to vaping, environmental and safety events via real-time site-specific notifications. Allocate resources effectively with a range of analytics and reporting capabilities, aggregate data, and manage multiple devices across multiple sites.

REAL-TIME NOTIFICATIONS

HALO Cloud enables administrators to set up customized alerts via email and mobile app push notifications. Configuration options include event type(s), device list, recipient list and day-time notification windows.

SITE-SPECIFIC ACCESS

HALO Cloud enables administrators and site managers to configure user access to HALO Cloud and the HALO App (including notifications) at a site (i.e. location) level.

LIVE VIEW MAP

Enables users to view events detected by HALO devices on easy-to-use interactive maps providing faster resource allocation and response times.

ANALYTICS

HALO Cloud Analytics enables users to define custom Event Heat Maps, Event Trend Graphs and Sensor/ Event Data Graphs offering insight into safety and air quality/ indoor environmental trends.

DASHBOARD

The HALO Cloud Dashboard provides an at-a-glance view of the most recent events, current sensor levels, event hot spots, air quality levels, and system health status as well as two analytics tools: Heat Maps and Event Trend Graphs.

LOGGING AND REPORTS

Download up to 3 months sensor and event data to satisfy reporting requirements to the board of education, local health department, OSHA or any requesting authority.

MAINTENANCE AND SUPPORT

HALO Cloud provides the HALO Cloud Support Team with visibility into device status and the ability to remotely update device configuration and firmware version.

SECURE

Utilization of AWS Certified and accredited computing environments and applications. Third-party penetration tests performed annually.

SYSTEM HEALTH STATUS

Provides system administrators with a snapshot of device connection status minimizing downtime & lowering risk.



a Motorola Solutions Company

www.halodetect.com | info@ipvideocorp.com | +1-631-969-2601

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HEALTH



SAFETY



VAPE

HALO Cloud enables staff to respond rapidly to vaping, environmental and safety events via real-time site-specific notifications. Allocate resources effectively with a range of analytics and reporting capabilities, aggregate data, and manage multiple devices across multiple sites.



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a Motorola Solutions Company

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SUBCONTRACTOR ESTIMATE FOR CHANGE ORDER

SC-1

IFB Number: 23-59

General Contractor: Nielsen Builders

Project: Charlottesville Middle School

Subcontractor: Moore's Electrical & Mechanical, Inc.

Owner: City of Charlottesville

Subcontractor Trade: Electrical

Change Description: CO-022 Halo 3C Device Installation

SUBCONTRACTOR DIRECT COSTS											
Scope Description				Direct Labor				Direct Material		Direct Equipment	
Item No.	Description	Quantity	Qty Units	Direct Labor Hours Per Unit	Total Direct Labor Labor Hours	Hourly Wage Rate, Excl. Taxes & Ins.	Total Labor Cost	Material Cost Per Unit	Total Material Cost	Equipment Cost Per Unit	Total Equipment Cost
A	B	C	D	E	F = C x E	G	H = F x G	I	J = C x I	K	L = C x K
1.01	General Materials	1.00			0.00		\$0.00	\$3,987.07	\$3,987.07		\$0.00
1.02	Journeyman	1.00		121.67	121.67	\$52.00	\$6,326.84		\$0.00		\$0.00
1.03	Foreman	1.00		30.42	30.42	\$55.00	\$1,673.10		\$0.00		\$0.00
1.04		0.00			0.00		\$0.00		\$0.00		\$0.00
1.05		0.00			0.00		\$0.00		\$0.00		\$0.00
1.06		0.00			0.00		\$0.00		\$0.00		\$0.00
1.07	Co-Administration	1.00		6.00	6.00	\$55.00	\$330.00		\$0.00		\$0.00
1.08		0.00			0.00		\$0.00		\$0.00		\$0.00
1.09	Subtotal from Estimate Continuation Sheets						\$0.00		\$0.00		\$0.00
1.97	Subtotal (S/T) Direct Costs:					Subtotal Labor	\$8,329.94	Subtotal Mat'l	\$3,987.07	Subtotal Equip.	\$0.00
1.98	Taxes/Insurance:			Labor Burden	19.00%	% of Item 1.97H	\$1,582.69	Sales Tax @ 5.3%	\$211.31	Sales Tax @ 5.3%	\$0.00
1.99	Total Direct Costs					Total Labor	\$9,912.63	Total Mat'l	\$4,198.38	Total Equip.	\$0.00

SUB-SUBCONTRACT COSTS		
Item No.	Sub-Subcontractor Name (List totals from attached SS-1 forms)	Total Cost
A	B	C
2.01	Bond	\$1,691.73
2.02	Pavion Quote	\$152,945.00
2.03		
2.04		
2.05		
2.06		
2.99	Total Sub-Subcontract Costs	\$154,636.73

SUMMARY			
Item No.	Description		Total Cost
3.01	Total Direct Labor Cost	Item 1.99H	\$9,912.63
3.02	Total Direct Material Cost	Item 1.99J	\$4,198.38
3.03	Total Equipment Cost	Item 1.99L	\$0.00
3.04	Subtotal	3.01+3.02+3.03	\$14,111.01
3.05	Overhead and Profit	15%	\$2,116.65
3.06	Total Subcontractor Cost	3.04+3.05	\$16,227.66
3.07	Sub-Subcontractor Cost **	Item 2.99	\$154,636.73
3.99	S/C Cost Report'd to GC ***	3.06+3.07	\$170,864.39

Submitted By

Name: James Bennett

Signature: James Bennett

Title: Project Manager

Date: 9/24/2024

Note: Mark-up is capped in conformance with the provisions of Section 38(d) of the Construction Contract General Conditions.

* Limited to 10% on self-performed work.

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

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

SUB-SUBCONTRACTOR ESTIMATE FOR CHANGE ORDER

DGS-30-208

(Rev. 03/16)

SS-1

Project Code: IFB# 23-59	General Contractor: Nielsen Builders, Inc.
Agency: City of Charlottesville	Subcontractor: Moore's Electrical & Mechanical, Inc.
Project: Charlottesville Middle School	Sub-Subcontractor: Pavion
	Sub-Subcontractor Trade: Access Control

Change Description: CO-022 Halo 3C Device Installation

SUB-SUBCONTRACTOR DIRECT COSTS													
Scope Description		Direct Labor				Direct Material				Direct Equipment			
Item No.	Description	Direct Labor Hours	Labor Units (Manhours, Crew Hours)	Hourly Wage Rate, Excl. Taxes & Ins.	Total Labor Cost	Quantity	Qty Units	Material Cost Per Unit	Total Material Cost	Quantity	Qty Units	Equipment Cost Per Unit	Total Equipment Cost
A	B	C	D	E	F=C x E	G	H	I	J = G x I	K	L	M	N = K x M
1.01	Halo 3 Sensors				\$0.00	54.00		\$1,432.75	\$77,368.50				\$0.00
1.02	Misc Material and Cable				\$0.00	1.00		\$4,587.15	\$4,587.15				\$0.00
1.03					\$0.00				\$0.00				\$0.00
1.04	Lead Tech	342.00		\$100.45	\$34,353.53				\$0.00				\$0.00
1.05	Project Management	20.00		\$100.45	\$2,008.90				\$0.00				\$0.00
1.06	SR Engineer	16.00		\$100.45	\$1,607.12				\$0.00				\$0.00
1.07	Job Specialty Labor 2	8.00		\$100.45	\$803.56				\$0.00				\$0.00
1.08					\$0.00				\$0.00				\$0.00
1.09	Subtotal from Estimate Continuation Sheets				\$0.00				\$0.00				\$0.00
1.97	Subtotal (S/T) Direct Costs:			Subtotal Labor	\$38,773.11			Subtotal Material	\$81,955.65			Subtotal Equipment	\$0.00
1.98	Taxes/Insurance:		FICA, FUI, SUI, & Workmens' Comp.	19.00%	% of Labor		Sales Tax	6.0%	\$4,900.00		Sales Tax		\$0.00
1.99	Total Direct Costs			Total Labor	\$46,140.00			Total Material	\$86,855.65			Total Equipment	\$0.00

SUMMARY			
Item No.	Description		Total Cost
3.01	Total Direct Labor Cost	Item 1.99H	\$46,140.00
3.02	Total Direct Material Cost	Item 1.99J	\$86,855.65
3.03	Total Equipment Cost	Item 1.99L	\$0.00
3.04	Subtotal	3.01+3.02+3.03	\$132,995.65
3.05	Overhead and Profit* (%)	15.00%	\$19,949.35
3.99	Total Sub-Subcontractor		\$152,945.00

Submitted By

Name: Joseph Huff

Signature: *Joseph Huff*

Title: Sr. Acct Executive

Date: 9/19/2024

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

*Limited to 15% on self-performed work. See Mark-up limitations for a more detailed description.

GENERAL CONTRACTOR ESTIMATE FOR CHANGE ORDER

DGS-30-200

(Rev. 03/16)

GC-1

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

General Contractor: Nielsen Builders, Inc.
 Change Description: PCO 088-R3 All work required to provide Access Control Equipment for Specific Doors per Owner's Request

GENERAL CONTRACTOR DIRECT COSTS													
Scope Description		Direct Labor				Direct Material				Direct Equipment			
Item No.	Description	Direct Labor Hours	Labor Units (Manhours, Crew Hours)	Hourly Wage Rate, Excl. Taxes & Ins.	Total Labor Cost	Quantity	Qty Units	Material Cost Per Unit	Total Material Cost	Quantity	Qty Units	Equipment Cost Per Unit	Total Equipment Cost
A	B	C	D	E	F=C x E	G	H	I	J = G x I	K	L	M	N = K x M
1.01	Schlage Trim LV9496T 06B 09-611 L583-363 630				\$0.00	14.00	each	\$74.00	\$1,036.00				\$0.00
1.02	Von Duprin - Electric Strike 6400 630				\$0.00	14.00	each	\$345.00	\$4,830.00				\$0.00
1.03					\$0.00				\$0.00				\$0.00
1.04	Frame Modifications by ASC				\$0.00	14.00	each	\$137.14	\$1,919.96				\$0.00
1.05					\$0.00				\$0.00				\$0.00
1.06					\$0.00				\$0.00				\$0.00
1.07					\$0.00				\$0.00				\$0.00
1.08					\$0.00				\$0.00				\$0.00
1.09	Subtotal from Estimate Continuation Sheets				\$0.00				\$0.00				\$0.00
1.97	Subtotal (S/T) Direct Costs:			Subtotal Labor	\$0.00			Subtotal Material	\$7,785.96			Subtotal Equipment	\$0.00
1.98	Taxes/Insurance: FICA, FUI, SUI, & Workmens' Comp. 42.00%			% of Labor	\$0.00			Sales Tax 5.3%	\$412.66			Sales Tax	
1.99	Total Direct Costs			Total Labor	\$0.00			Total Material	\$8,198.62			Total Equipment	\$0.00

SUBCONTRACT COSTS		
Item No.	Subcontractor Name (List totals from attached SC-1 forms)	Total Cost
A	B	C
2.01	Moore's Electrical & Mechanical	\$77,865.30
2.02		
2.03		
2.04		
2.05		
2.06		
2.07		
2.08		
2.09		
2.99	Total Subcontract Costs	\$77,865.30

SUMMARY			
Item No.	Description		Total Cost
3.01	Total Direct Labor Cost	Item 1.99H	\$0.00
3.02	Total Direct Material Cost	Item 1.99J	\$8,198.62
3.03	Total Equipment Cost	Item 1.99L	\$0.00
3.04	Subtotal	3.01+3.02+3.03	\$8,198.62
3.05	Overhead and Profit* (%)	15.00%	\$1,229.79
3.06	Subtotal	3.04+3.05	\$9,428.41
3.07	Subcontractor Cost	Item 2.99	\$77,865.30
3.08	GC Markup on Subcontractors**	10.00%	\$7,786.53
3.09	Subtotal	3.06+3.07+3.08	\$95,080.24
3.10	Additional Bond Cost		\$950.80
3.99	Total Change Order Cost	(3.09+3.10)	\$96,031.04

Name: Rocky Moulton

Signature:

Title: Senior Project Manager

Date: Thursday, October 24, 2024

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

A/E Signature:

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

*Limited to 15% on self-performed work.

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

October 22, 2024

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

Attention: Rocky Moulton

Reference: Charlottesville Middle School IFB# 23-59

Subject: CO-23 Revision to Access Controls for Bathrooms

Rocky,

You will find our scope of work, clarifications and total costs associated with CO-23 Revision to Access Controls for Bathrooms in as directed in an email dated 10/15/24. Total cost for material and labor is:

\$77,865.³⁰

Scope

1. Moore's will provide a raceway to accessible ceilings for 14-bathroom doors (Card reader and DPS). Strikes are provided by others.
2. Please refer to Pavion's scope letter for detailed equipment provided for the 14-bathroom doors.
3. Moore's will provide all electrical raceway and back boxes per the directions in the email dated 10/15/24.

Clarifications

1. We have priced this change with regular working hours and conditions.
2. Moore's provided a breakdown of raceway labor and material associated with this door change.
3. We provided a quote from PAVION for the equipment and material needed for this door change.
4. Please refer to PAVION's scope letter for detailed exclusions, inclusions, and door locations.
5. We excluded the following (By Others) – Doors, Door Hardware, Demo of any kind, Drywall, Painting, Wall framing, Ceilings of any kind, Acoustical caulk, and Firestopping of any kind.
6. We excluded any extra electrical circuits in the IT room for this change. We will provide any necessary circuits on a T&M basis.
7. We did our takeoff by email dated 10/15/24. We removed the door locks from our earlier proposal. Door Locks provided by others. No drawings were issued with this change only numbers given to us.

We reserve the right to re-price this change order for errors and omissions. If you have any questions about this change order, please do not hesitate to contact me.

Submitted by:

James Bennett

James Bennett

Project Manager

4 Attachments

CHANGE PROPOSAL

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

Moore's # 23
Date: 10/22/2024
Project Name: Charlottesville Middle School
Project Number: CEC230010
Page Number: 1

Client Address:

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

Work Description

CO-23 Access Controls for Bathrooms

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

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

This price is good for acceptance within **10** days from the date of receipt.

We request a time extension of **3** days.

We will supply and install all materials, labor, and equipment as per your instructions in **an dated 9/5/23**.

Itemized Breakdown

Description	Qty U	Net Price	Total Mat.	Labor U	Total Hrs.
3/4" EMT	440 C	163.72	720.37	5.63 C	24.77
3/4" EMT STL COMP CONN	56 C	493.05	276.11	12.47 C	6.98
3/4" EMT STL COMP CPLG	28 C	109.45	30.65	7.60 C	2.13
1/2" PLASTIC BUSHING	28 C	12.90	3.61	4.44 C	1.24
3/4" PLASTIC BUSHING	56 C	17.52	9.81	4.44 C	2.49
1/2" STEEL FLEX	84 C	60.88	51.14	40.57 M	3.41
1/2" FLEX CONN	28 C	172.85	48.40	12.47 C	3.49
POLYTWINE	612 M	45.94	28.12	4.34 M	2.66
HANDY BOX 1 7/8"D W/ 3/4" KO	28 C	289.11	80.95	26.15 C	7.32
4" SQ 2 1/8"D W/ 3/4" KO	14 C	219.70	30.76	27.28 C	3.82
4" SQ 1G PL-RING 3/4	14 C	301.22	42.17	3.85 C	0.54
8.00x8.00x6.00 JBSC N1	14 E	23.56	329.84	1.33 E	18.62
1"x10 S-TAP SCREW	168 C	10.49	17.62	3.85 C	6.47
BB2-16T ADJ BOX BRACKET (11"-18")	14 C	340.46	47.66	3.28 C	0.46
BB2TSC CROC-LOK BOX MT BRKT	14 C	250.64	35.09	4.43 C	0.62
BB38D - 1/2"-1", EMT-MC STUD STRAP (2 1/8" BC	28 C	103.25	28.91	5.00 C	1.40
Totals	1,626		1,781.20		86.42

Summary

General Materials		1,781.20
Material Tax	(@ 5.300 %)	94.40
Total Material		1,875.60

CHANGE PROPOSAL

Summary (Cont'd)		
JOURNEYMAN	(86.42 Hrs @ \$52.00)	4,493.84
FOREMAN @ 25%	(21.61 Hrs @ \$55.00)	1,188.55
CO-ADMINISTRATION	(4.00 Hrs @ \$55.00)	220.00
Labor Burden	(@ 19.000 %)	1,121.45
Subtotal		8,899.44
Overhead	(@ 15.000 %)	1,334.92
Subtotal		10,234.36
ACCESS CONTROLS	(\$66,860.00 + 0.000 % + 0.000 % + 0.000 %)	66,860.00
Subtotal		77,094.36
Bond	(@ 1.000 %)	770.94
Final Amount		\$77,865.30



7272 Jackson Avenue
Mechanicsville, VA 23111
Joseph Huff 804-640-7120

Charlottesville City Schools
Change order for Buford Middle School
CO for Restroom Card Readers

Quote # 202409-41234
9 September 2024

Contact:
James Bennett
Phone:
(434) 546-0917

Electrical Contractor:
Email:
jbennett@mooreselectric.com

Job Site Address:
1000 Cherry Ave
Charlottesville, VA 22903

Pavion is pleased to provide this quote which is based upon all known information and requirements that were provided to us. Any deviation from plans, specifications, or addendums is unintended. Corrections must be supplied for a change in quoted price.

Pavion will supply and install equipment necessary to add the 14 Card Readers as described in email from James Bennett on 9/5/2024.

Provide access control to the rooms as listed below to include card reader, electric strike, cabling etc. Access control is to be programmed to be locked during school hours and unlocked there after. Confirm with your hardware supplier the specified lockset Schlage LV 9496 09-611 will be compatible with the electric strike. The function is so that if the lockset is locked with the thumbturn from the inside into the occupied position the door cannot be opened using the access control fob. The deadbolt would still be able to be opened with a key in case of emergencies. This is to prevent someone opening the door with the fob when someone else is in there using the bathroom

ACCESS CONTROLS (14 TOTAL)

Level 1 B – 1707-1, 0705-1, 1713, 1714, 1721 - (5 TOTAL)
Level 2 C – 2609-1, - (1 TOTAL)
Level 2 D – 2201-1, 2201-5 - (2 TOTAL)
Level 3 C – 3611-1, - (1 TOTAL)
Level 3 E – 3043-6, 3306-6 - (2 TOTAL)
Level 3 F – 3511-1, 3524, - (2 TOTAL)
Level 4 C – 4613-1, - (1 TOTAL)

Cage Code: 0F4N9

DUNS: 053380457

DCJS: 11-3672

Change Order Quote

Item #	Manufacturer	Qty	Model	Description	Price Each	Price Ext.
Equipment						
1	Aiphone	14	40KNKS-01-000M04	HID 40KNKS-01-000M04 SIGNO 40K,BLK/SLVR,PIG	\$ 445.00	\$ 11,125.00
2	Genetec	14	GSC-EDU-SY-1R	1 Synergis Education reader connection for K12. Must purchase Security Center Education K12 Edition (GSCEDU-BASE). Includes Genetec™ Advantage for 1 Synergis Education reader connection for K12 – 5 years	\$ 290.00	\$ 7,250.00
3	Genetec	1	SY-FPO150-250-2C82D8PE8	LifeSafety Power - FPO150/250-2C82D8PE8M2	\$ 915.00	\$ 915.00
4	Power Sonic	1	PS-12120	PS Series 12V, 12Ah Rechargeable SLA Battery	\$ 65.00	\$ 65.00
5	Genetec	1	SY-LP1502-SCS	Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd - no reader connections included. Can be used for SaaS, Education package and replacement	\$ 1,725.00	\$ 1,725.00
6	Genetec	7	SY-MR52-S3-SCS	Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only) - no reader connections included. Can be used for SaaS, Education package and replacement	\$ 835.00	\$ 5,845.00
7	Bosch	14	DS160	High Performance Request-to-Exit Motion Sensor Sounder, Light Gray	\$ 90.00	\$ 1,260.00
8	GRI	20	180-12WG-B	GRI 180-12WG-B 3/4" Steel Door Recessed Switch Set, Wide Gap, 10W, 200VDC, 0.40A, Closed Loop, N/O, A, and UL 10C Fire Rated, Brown	\$ 10.00	\$ 200.00
9	HE	14		Lock Coordination with Division 8 Trade		\$ -
10	lot			Miscellaneous Consumables & Hardware		\$ 450.00
11	lot			Cable		\$ 5,687.22
Professional Services						
12	e-copy only	4	Engineering	Submittal Book / Package	\$ -	\$ -
13	e-copy only	4	Engineering	Shop / Build-Set Drawings	\$ -	\$ -
14	e-copy only	2	Engineering	O&M Documentation	\$ -	\$ -
Professional Services, Day-2						
15	Service	lot	MAINT-BASIC-1	Basic Maintenance & Warranty, 1 Year, No PM, Best Effort Service Level Objective	\$ 1,250.00	\$ 1,250.00
Labor						
L1	Pavion	194		Lead Tech (L)	\$ 115.00	\$ 22,310.00
L2	Pavion	6		Sr Engineer (E)	\$ 115.00	\$ 690.00
L3	Pavion	10		Job Specialty Labor 2 (D)	\$ 115.00	\$ 1,150.00
L4	Pavion	20		Proj Management (M)	\$ 115.00	\$ 2,300.00

Summary of : CO for Restroom Card Readers

	Totals
Equipment	\$28,385.00
Misc Material & Cable	\$6,137.22
Professional Services	\$28,283.28
Project Total, Excl Tax	\$62,805.50
Sales Tax : 6.00%	\$4,054.50
Project Total, with Tax	\$66,860.00

Change Order Quote

Notes:

1. Pricing is based on work performed during normal business hours, in an unoccupied space.
2. Item pricing shown is only for system purchase. Pricing of individual items or alternate configurations may differ.
3. Shop Drawings will be produced within 4 weeks after receipt of CAD files. Proposal excludes payment for CAD or electronic drawings, which are required for production of shop drawings. Project documentation will be provided by electronic delivery only. Hard copies are available at an additional cost.
4. Cabling will be installed using basic infection control protocol.
5. **Global Supply Chain Alert:** Unless noted, Pavion understands the specified equipment to be available at the time of this quote. If equipment becomes unavailable, we will seek reasonable substitute with comparable in-stock equipment to maintain project schedules. Pricing is subject to change as manufacturers are making rapid pricing adjustments to offset additional expense associated with supply chain disruptions. Any requested or required alteration or deviation from this quote resulting in additional costs will be executed only upon approved written order.

Exclusions

1. Demolition of and/or labor to maintain any existing system.
2. Backboxes, raceway, conduit, cable tray, j-hooks, sleeves, penetrations, and core drilling
3. Painting & Patching. Pavion will make a best effort to minimize new holes necessary for cable installation.
4. 120VAC power. EC is expected to provide circuits in quantity and locations as required for this work.
5. Permit, Bond, and applicable sales tax.

Payment Terms : Progress Billing, on approved credit

Purchase Order #	Date of Acceptance
Tax Exempt ID #	Print Name & Title
Options Selected	Authorized Signature

Email Signed Proposal to: jhuff@pavion.com

Contract Terms: Maintenance support will be provided as detailed in the customer-selected Basic, Plus, or Elite maintenance plan which begins upon substantial project completion. All parts shall be free of any manufacturer defects and carry the specified manufacturer material warranty. Customer agrees that if payment is not made as specified in the conditions portion of this contract, they will pay interest at 3% per month plus reasonable fees needed in the collection of past due invoices. All price quotes reflect payments by cash, check, or wire transfer. Payment by credit card or other methods may incur additional charges that will be added to the invoice. Cancellation by customer will result in charges for labor, material restocking fees, and shipping. If customer is tax-exempt, they must provide the necessary identification number next to their acceptance of this proposal.

If customer is not tax-exempt, they assume all liability associated with the appropriate tax unless included in this proposal. All work is to be completed in a workman-like manner according to standard practices. Any alteration or deviation from this quote resulting in additional costs will be executed only upon approved written order. All agreements are contingent upon strikes, accidents, or delays beyond our control. Customer is to carry fire tornado and all necessary insurance. For a period of one year following the date of any order under this agreement, neither Pavion nor customer shall directly solicit employment or hire any employee of the other who is directly involved in the performance of this agreement. This proposal may be withdrawn by us if not accepted within 07 days. Material is FOB destination.

SUBCONTRACTOR ESTIMATE FOR CHANGE ORDER

SC-1

IFB Number: 23-59

Project: Charlottesville Middle School

Owner: City of Charlottesville

General Contractor: Nielsen Builders

Subcontractor: Moore's Electrical & Mechanical, Inc.

Subcontractor Trade: Electrical

Change Description: CO-023 Revision to Access Control for Bathrooms

SUBCONTRACTOR DIRECT COSTS											
Scope Description				Direct Labor				Direct Material		Direct Equipment	
Item No.	Description	Quantity	Qty Units	Direct Labor Hours Per Unit	Total Direct Labor Labor Hours	Hourly Wage Rate, Excl. Taxes & Ins.	Total Labor Cost	Material Cost Per Unit	Total Material Cost	Equipment Cost Per Unit	Total Equipment Cost
A	B	C	D	E	F = C x E	G	H = F x G	I	J = C x I	K	L = C x K
1.01	General Materials	1.00			0.00		\$0.00	\$1,781.20	\$1,781.20		\$0.00
1.02	Journeyman	1.00		86.42	86.42	\$52.00	\$4,493.84		\$0.00		\$0.00
1.03	Foreman	1.00		21.61	21.61	\$55.00	\$1,188.55		\$0.00		\$0.00
1.04		0.00			0.00		\$0.00		\$0.00		\$0.00
1.05		0.00			0.00		\$0.00		\$0.00		\$0.00
1.06		0.00			0.00		\$0.00		\$0.00		\$0.00
1.07	Co-Administration	1.00		4.00	4.00	\$55.00	\$220.00		\$0.00		\$0.00
1.08		0.00			0.00		\$0.00		\$0.00		\$0.00
1.09	Subtotal from Estimate Continuation Sheets						\$0.00		\$0.00		\$0.00
1.97	Subtotal (S/T) Direct Costs:					Subtotal Labor	\$5,902.39	Subtotal Mat'l	\$1,781.20	Subtotal Equip.	\$0.00
1.98	Taxes/Insurance:			Labor Burden	19.00%	% of Item 1.97H	\$1,121.45	Sales Tax @ 5.3%	\$94.40	Sales Tax @ 5.3%	\$0.00
1.99	Total Direct Costs					Total Labor	\$7,023.84	Total Mat'l	\$1,875.60	Total Equip.	\$0.00

SUB-SUBCONTRACT COSTS		
Item No.	Sub-Subcontractor Name (List totals from attached SS-1 forms)	Total Cost
A	B	C
2.01	Bond	\$770.94
2.02	Pavion Revised Quote	\$66,860.00
2.03		
2.04		
2.05		
2.06		
2.99	Total Sub-Subcontract Costs	\$67,630.94

SUMMARY		
Item No.	Description	Total Cost
3.01	Total Direct Labor Cost	Item 1.99H \$7,023.84
3.02	Total Direct Material Cost	Item 1.99J \$1,875.60
3.03	Total Equipment Cost	Item 1.99L \$0.00
3.04	Subtotal	3.01+3.02+3.03 \$8,899.44
3.05	Overhead and Profit	15% \$1,334.92
3.06	Total Subcontractor Cost	3.04+3.05 \$10,234.36
3.07	Sub-Subcontractor Cost **	Item 2.99 \$67,630.94
3.99	S/C Cost Report'd to GC ***	3.06+3.07 \$77,865.30

Submitted By

Name: James Bennett

Signature: *James Bennett*

Title: Project Manager

Date: 10/22/2024

Note: Mark-up is capped in conformance with the provisions of Section 38(d) of the Construction Contract General Conditions.

* Limited to 10% on self-performed work.

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

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

SUB-SUBCONTRACTOR ESTIMATE FOR CHANGE ORDER

SS-1

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

Project Code: IFB# 23-59 General Contractor: Nielsen Builders, Inc.
Agency: City of Charlottesville Subcontractor: Moore's Electrical & Mechanical, Inc.
Project: Charlottesville Middle School Sub-Subcontractor: Pavion
Sub-Subcontractor Trade: Access Control

Change Description: CO-023 Access Controls for Bathrooms

SUB-SUBCONTRACTOR DIRECT COSTS													
Scope Description		Direct Labor				Direct Material				Direct Equipment			
Item No.	Description	Direct Labor Hours	Labor Units (Manhours, Crew Hours)	Hourly Wage Rate, Excl. Taxes & Ins.	Total Labor Cost	Quantity	Qty Units	Material Cost Per Unit	Total Material Cost	Quantity	Qty Units	Equipment Cost Per Unit	Total Equipment Cost
A	B	C	D	E	F=C x E	G	H	I	J = G x I	K	L	M	N = K x M
1.01	Faculty Bathroom Card Readers				\$0.00	14.00		\$1,743.84	\$24,413.76				\$0.00
1.02	Misc Material and Cable				\$0.00	1.00		\$4,497.45	\$4,497.45				\$0.00
1.03					\$0.00				\$0.00				\$0.00
1.04	Lead Tech	194.00		\$100.45	\$19,487.09				\$0.00				\$0.00
1.05	Project Management	20.00		\$100.45	\$2,008.90				\$0.00				\$0.00
1.06	Sr Engineer	6.00		\$100.45	\$602.67				\$0.00				\$0.00
1.07	Job Specialty Labor 2	10.00		\$100.45	\$1,004.45				\$0.00				\$0.00
1.08					\$0.00				\$0.00				\$0.00
1.09	Subtotal from Estimate Continuation Sheets				\$0.00				\$0.00				\$0.00
1.97	Subtotal (S/T) Direct Costs:			Subtotal Labor	\$23,103.11			Subtotal Material	\$28,911.21			Subtotal Equipment	\$0.00
1.98	Taxes/Insurance:		FICA, FUI, SUI, & Workmens' Comp. 19.00%	% of Labor	\$4,389.59		Sales Tax 6.0%		\$1,735.22		Sales Tax		
1.99	Total Direct Costs			Total Labor	\$27,492.70			Total Material	\$30,646.43			Total Equipment	\$0.00

SUMMARY			
Item No.	Description		Total Cost
3.01	Total Direct Labor Cost	Item 1.99H	\$27,492.70
3.02	Total Direct Material Cost	Item 1.99J	\$30,646.43
3.03	Total Equipment Cost	Item 1.99L	\$0.00
3.04	Subtotal	3.01+3.02+3.03	\$58,139.13
3.05	Overhead and Profit* (%)	15.00%	\$8,720.87
3.99	Total Sub-Subcontractor		\$66,860.00

Submitted By

Name: Joe Huff
Signature: Joe Huff
Title: SR. ACCT EXECUTIVE
Date: 10/22/2024

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



AUGUSTA STEEL CORP

773 LEE HWY. * P.O. BOX 980
VERONA, VA 24482

CHANGE ORDER APPROVAL

Page: 1

Submitted To: NIELSEN CONSTRUCTION COMPAN
3588 EARLY ROAD
HARRISONBURG, VA 22801

Contract Number: JOB000390
Internal Change Number: 1
Change Order Number:
Customer P.O. No.
Date: 09/05/24
Customer ID: NIELSENCO
SalesPerson: JASON T. HICKS

C/O Description CMS BATHROOM HARDWARE PCO

Item/Description		Unit	Quantity	Contract Unit Price	Total Amount
NSLO	LV9496T 06B 09-611 L583-363 630	EA	14	74.00	1,036.00
MISC. ITEM	FIELD WORK FOR HMFS ALREADY SET	EA	14	137.14	1,920.00
NSES	6400 630	EA	14	345.00	4,830.00

Accepted By: _____

Date: _____

Purchase Order No. _____

Subtotal: 7,786.00
Sales Tax: 412.66
Total: 8,198.66



24236283

6400

VON DUPRIN®

Frame Preparation

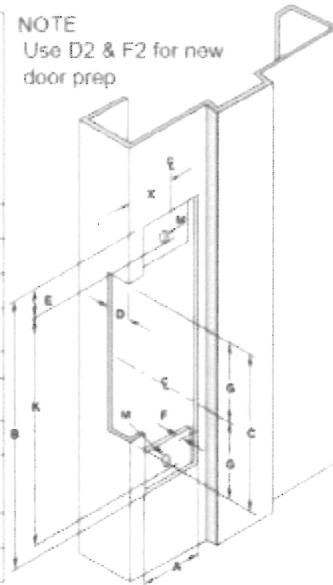
Installation Instructions

1 Frame Prep Dimensions

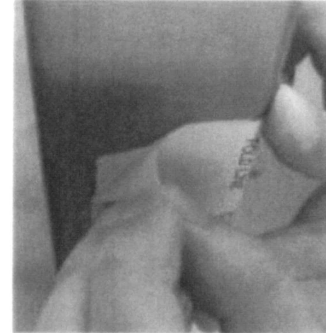
MEASUREMENT	FRACTIONAL INCHES	DECIMAL INCHES	METRIC (mm)
A	1-1/4"	1.250	31.75
B	4-7/8"	4.875	123.83
C	3-3/8"	3.375	85.73
D	1-19/32"	1.590	40.40
D2	1-21/32"	1.650	42.00
E	3/8"	0.375	9.53
F	1/8"	0.125	3.18
F2	3/16"	0.188	4.78
G	1-11/16"	1.688	42.86
X	Vertical Centre Line of Door Lock and Mounting Face Plate**		
K	4-1/8"	4.125	104.78
M	12-24	N/A	N/A

NOTE

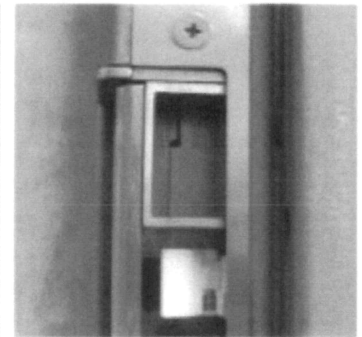
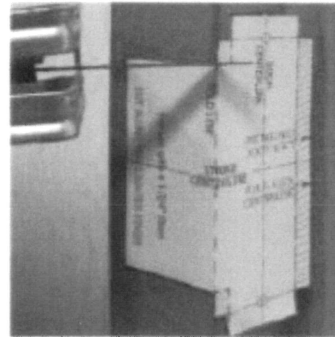
Use D2 & F2 for new door prep



- 2b Peel adhesive backing and paste the folded template square to the frame



- 2c Cut the frame inside the unshaded area marked on the template. Install strike per installation instructions 24201428



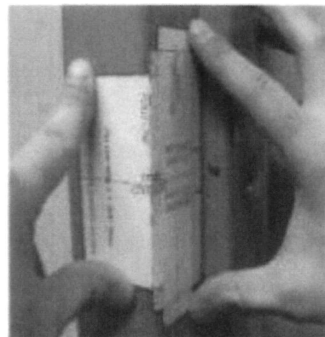
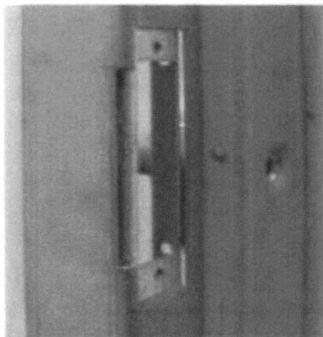
Note. Specifications subject to change without notice.

* Dimension F is measured from face of mounting tab to face of frame

** Dimension X on the drawing is determined by the vertical centerline of the door. If the latch incorporates a deadlocking pin, additional steps will be necessary to ensure proper operation of the deadlocking pin. Measure the thickness of the deadlocking pin and add this thickness to dimension X to relocate the vertical centerline an appropriate distance on the frame.

2 Cutting ANSI Prep Frames

- 2a Place the folded template square on the frame. Align horizontal holes marked on the template with the mounting holes in the frame

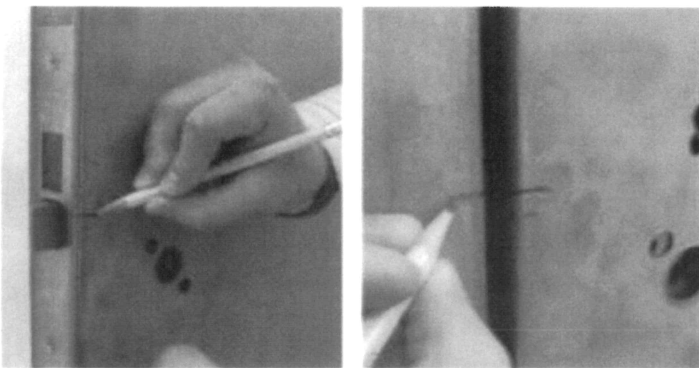


3 Cutting frames WITHOUT ANSI Prep

3a Mark the horizontal lock body centerline on the door.

Close the door and transfer the lock body centerline to the frame

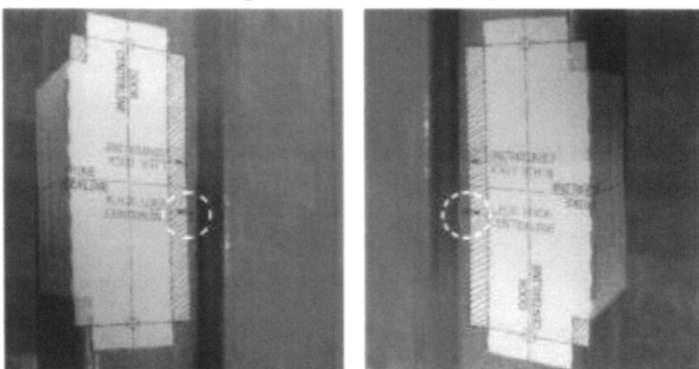
If the door isn't flush to the frame in the closed position, mark the depth of the closed door on the frame. Measure half of the door thickness back toward the door stop and mark the vertical door centerline on the frame.



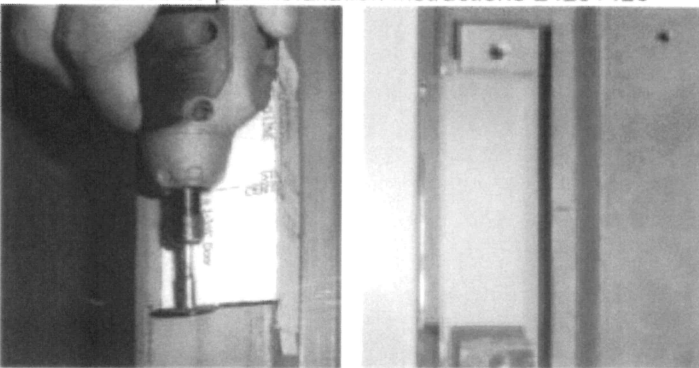
3b Align the proper template lock centerline horizontally with the lock body centerline marked on the frame. Peel the adhesive backing and paste the folded template square to the frame.

If the door isn't flush to the frame when closed, tear the template at the fold line. Align the faceplate portion vertically with the door centerline and match the template lock centerline with the lock body centerline marked on the frame.

Paste the front portion of the template on the face of the frame to align with the faceplate portion.



3c Cut the frame inside the unshaded area marked on the template. Follow mounting tab installation instructions. Install strike per installation instructions 24201428



4 If mounting tabs are required

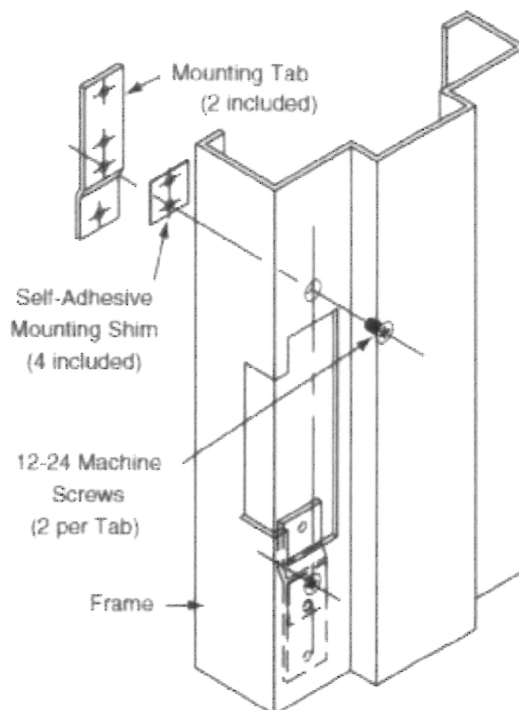
4a Fasten the mounting tab to the faceplate of the strike and select the appropriate shims for the installation

4b Using the assembled strike and tabs as a template, place against the frame and mark the mounting hole locations

Remove and drill a $\frac{3}{16}$ " hole in the frame for each mounting tab and countersink the frame

4c Remove the tabs from the faceplate and install in the frame using the 12-24 x $\frac{3}{16}$ " machine screws supplied

Tabs are plated and drilled and tapped for this purpose



Customer Service

1-877-671-7011

www.allegion.com/us



© Allegion 2014
24236283 Rev 12/14-c

4200 Series

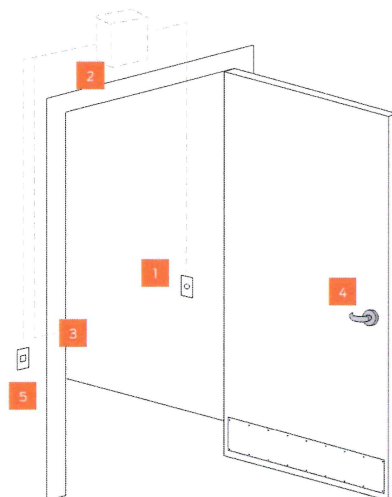


Traffic control, up to 500,000 cycles, 1000 lbs. static strength

Affordable option for commercial applications

Field configure power failure mode without disassembling the strike

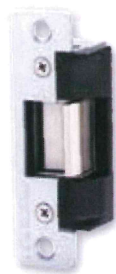
Cylindrical lockset applications



Ideal for interior applications such as a doctor's office entrance that requires visitor management and traffic control.

- 1 Schlage® KP2000E standalone keypad
- 2 Von Duprin PS902 power supply
- 3 Von Duprin 4211 electric strike
- 4 Schlage AL Series lock
- 5 Schlage 621 pushbutton

5100 Series

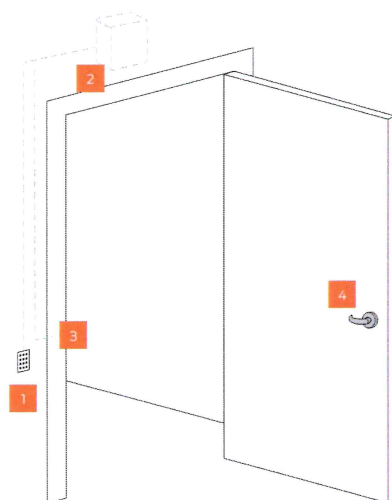


Medium duty, up to 1,000,000 cycles, 1300 lbs static strength

Three faceplates standard accommodate more applications

Multiple finish options

Cylindrical lockset applications



Simple and cost effect way to add standalone access control to perimeter openings such as employee entrances.

- 1 Schlage KP212 standalone keypad
- 2 Von Duprin PS902 power supply
- 3 Von Duprin 5100 electric strike
- 4 Schlage ND Series lock

Series	Lockset (latchbolt throw)				Types of doors		Dimensions	
	Cylindrical	Mortise	Mortise deadbolt	Exit	Single	Pair w/ mullion	Face plate length	Backbox depth
4200 Series	4211: up to $\frac{3}{4}$ " 4212: up to $\frac{5}{8}$ "	—	—	—	■	—	4 $\frac{7}{8}$ "	1 $\frac{3}{8}$ "
5100 Series	up to $\frac{5}{8}$ "	—	—	—	■	—	4 $\frac{7}{8}$ " and 7 $\frac{15}{16}$ "	1 $\frac{11}{16}$ "
6300 Series	—	—	—	Rim exit, up to $\frac{3}{4}$ "	■	■	9"	Surface mounted - $\frac{3}{4}$ " projection
6400 Series	up to $\frac{3}{4}$ "	up to $\frac{3}{4}$ "	Up to 1" as nightlatch	Mortise exit, up to $\frac{3}{4}$ "	■	—	4 $\frac{7}{8}$ "	1 $\frac{3}{8}$ "

6300 Series

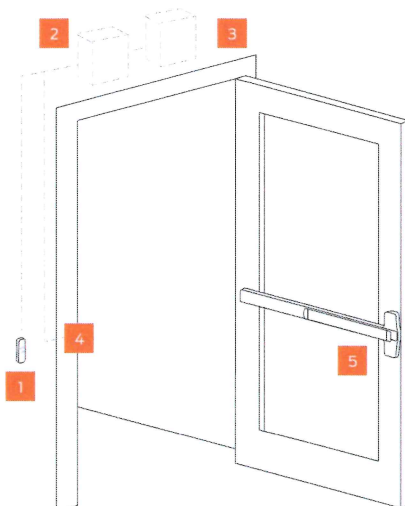


Heavy duty, up to 2,000,000 cycles,
1500 lbs. static strength

Surface mounted, quick and
easy installation

Fire rated, fail secure

Rim exit device applications



Surface mounted strike for challenging applications such as aluminum storefronts.

- 1 aptiQ™ SM10 smart card reader
- 2 Schlage CT5000 offline controller
- 3 Von Duprin PS902 power supply
- 4 Von Duprin 6300 electric strike
- 5 Von Duprin 98 Series exit device

6400 Series

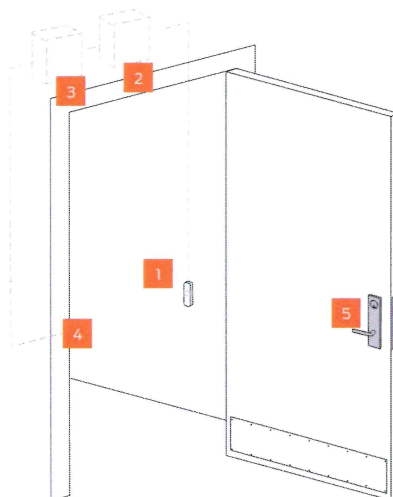


Heavy duty, up to 2,000,000 cycles,
1500 lbs. static strength

Modular design adjusts to centerline
of many MS/MD locks

Fire rated, fail secure

Mortise or cylindrical lockset applications



Designed for high security applications such the electrical room of a small business.

- 1 aptiQ SM10 smart card reader
- 2 Schlage CT5000 offline controller
- 3 Von Duprin PS902 power supply
- 4 Von Duprin 6400 electric strike
- 5 Schlage L9000 mortise lock

	Door and frame material			Codes	Power requirements		Additional options			Series
	Hollow metal	Wood	Aluminum	Fire rated	AC	DC	Latchbolt monitor	Rectifier kit	Entry buzzer	
	■	—	■	—	—	12/24	4211: N/A 4212: Standard	Optional	Optional (Fail-secure only)	4200 Series
	■	■	■	—	—	12/24	—	Optional	—	5100 Series
	■	■	■	■	—	12/24	—	Optional	Optional	6300 Series
	■	■	■	■	12/24	12/24	Optional	—	Optional	6400 Series

APPROPRIATION
Appropriation of Funds from Charlottesville City Schools (CCS) to the Buford Middle School Project - \$285,861.38 (1 of 2 Readings)

WHEREAS, the Charlottesville City Schools has made a supplemental contribution to the Buford Middle School project for vape sensors at 54 student bathrooms and access controls at 14 ADA bathrooms;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that \$285,861.38 from CCS is to be appropriated in the following manner:

Revenues - \$285,861.38

Fund: 426 Funded Program: P-01012 G/L Account: 432085

Expenditures - \$285,861.38

Fund: 426 Funded Program: P-01012 G/L Account: 599999

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



Agenda Date:	March 4, 2025
Action Required:	Approval of an Ordinance
Presenter:	Matthew Alfele, City Planner
Staff Contacts:	Matthew Alfele, City Planner Brennen Duncan, Traffic Engineer
Title:	Ordinance for Temporary Aerial Easement for the Verve Charlottesville PUD at 409 Stadium Road (2nd reading)

Background

Subtext Acquisitions, LLC is in the process of developing property known as the Verve Charlottesville located at 409 Stadium Road in the City of Charlottesville. Subtext represents that the proposed new building being constructed will require placement of up to three (3) tower cranes on their property. The booms of the cranes would swing over the airspace of City right-of-way located along Stadium Road, Montebello Circle, and Jefferson Parke Avenue. It is anticipated that the easement will not exceed a period of five (5) years.

Discussion

City Council is authorized by Virginia Code 15.2-1800 (B) to “dispose” of its interests in City-owned real estate, in whole or in part (including granting easements to private parties). Prior to approving an easement, City Council must hold a public hearing. This request does not implicate the requirements of Virginia Code 15.2-2100 because it is not a permanent disposition (equivalent to a sale of a property interest) and the duration of the proposed easement is less than five (5) years.

City staff have reviewed the request and have no objection to the conveyance of said easements.

Alignment with City Council's Vision and Strategic Plan

Housing - Charlottesville defines access to livable housing as a human right and works to ensure housing choices and mobility are provided for all who seek it through implementation of the Affordable Housing Plan.

Community Engagement

A public hearing is required by Virginia Code 15.2-1800 (B).

Budgetary Impact

None.

Recommendation

Approval.

Alternatives

City Council may decline to approve the requested easement.

Attachments

1. Deed of Temporary Aerial Encroachment and Easement
2. Plat Dated October 16, 2024
3. Ordinance.doc(cor)

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

City Tax Map Parcel 160001000 (formerly parcels 160001000, 160002000, 160003000, 160004000, 160005000, 160008000) (100-114 and 409 Stadium Road and 1705 Jefferson Park Avenue)

This deed is exempt from state recordation taxes pursuant to Va. Code Secs. 58.1-811(A)(3) and 58.1-811(C)(4) and is exempt from the fees imposed by Va. Code Sec. 17-275 pursuant to Va. Code Sec. 17-266

DEED OF TEMPORARY AERIAL ENCROACHMENT AND EASEMENT

This **DEED OF TEMPORARY AERIAL ENCROACHMENT AND TEMPORARY AERIAL EASEMENT** (“*Deed*”) is made and entered into as of this _____ day of _____, 202_, by the **CITY OF CHARLOTTESVILLE, VIRGINIA**, P.O. Box 911, Charlottesville, Virginia 22902 (“*City*”), as Grantor, and **CHARLOTTESVILLE STADIUM ROAD PROPERTIES KP7, LLC** a Delaware limited liability company, 3000 Locust Street, St. Louis, Missouri 63103 (“*Grantee*”).

WITNESSETH:

WHEREAS the Grantee is the owner of a ground leasehold interest, as “Tenant”, in and to that certain real property located in the City of Charlottesville, Virginia, containing 144,044 square feet in the aggregate, more or less, shown as “Tax Map Parcels 16-1, 16-2, 16-3, 16-4, 16-5, 16-8 and the Vacated 30’ Public Right of Way for Woodrow Street” on that certain plat prepared by Joseph C. Medley, Surveyor, dated July 9, 2024, last revised September 18, 2024, entitled “Plat Showing Boundary Line Adjustment and Various Easements Across the Lands of Woodrow Apartments, LLC, Tax Map Parcels 16-1, 16-2, 16-3, 16-4, 16-5, 16-8 and the Vacated 30’ Public Right of Way for Woodrow Street, White Hall Magisterial District, City of Charlottesville, Virginia” and recorded in the Clerk’s Office of the Circuit Court of the City of Charlottesville as Instrument No. 2024-00002784 (hereinafter, “*Grantee’s Property*”); and

WHEREAS, the City is the owner of those certain real properties adjacent to the Grantee’s property commonly known as the rights-of-way of Montebello Circle, Stadium Road, Emmet Street South, and Jefferson Park Avenue, together with certain sanitary sewer facilities located in easements granted to the City (hereinafter, collectively, the “*City’s Property*”); and

WHEREAS, the Grantee is in the process obtaining the City’s approval of a site plan for the “**VERVE Charlottesville Project**” authorizing development of the Grantee’s Property, including the construction of one or more buildings thereon, identified as the **VERVE**

Charlottesville Project (“**Project**”), and the Grantee now desires to proceed with construction of the Project; and

WHEREAS, to facilitate construction of the Project, Grantee desires to place temporary tower cranes (the “**Cranes**”) on the Grantee’s Property, and City council has authorized a temporary aerial easement to allow operation of the Cranes within the areas identified as “Temporary Tower Crane #1 Swing Easement,” “Temporary Tower Crane #2 Swing Easement,” and “Temporary Tower Crane #3 Swing Easement” (collectively, the “**Easement Area**”) on a plat entitled “Plat Showing Temporary Tower Crane Swing Easements, The Verve Project”, dated October 16, 2024 and prepared by Timmons Group (the “**Plat**”), attached hereto and incorporated by reference; and

WHEREAS, in consideration of its use and occupancy of the air rights over the City’s Property in the manner described above, the Grantee desires to bind itself, its successors and assigns, for all liabilities for and relating to the construction activities to be conducted by Grantee within the City’s Property during construction.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the City hereby grants and conveys to the Grantee a temporary aerial encroachment and easement to use the air space over the City’s Property, within the Easement Area (the “**Temporary Aerial Encroachment and Easement**”), subject to the following terms, conditions, or restrictions.

1. Grantee’s rights under this Temporary Aerial Encroachment and Easement shall commence as of the date on which a building permit is issued for construction of the Project (“**Commencement Date**”), and said rights shall terminate (i) on the date as of which the Crane is permanently removed from the Property, or (ii) at the end of a period of five (5) years from the Commencement Date, whichever first occurs.

2. Grantee shall be liable for any and all actual damages to the Easement Area resulting from any negligence attributable to the Grantee and/or its agents, and contractors which relates to the Temporary Aerial Encroachment and Easement over the City’s Property.

3. Grantee shall indemnify, defend, and hold the City harmless from and against any and all liability, losses, suits, actions, causes of action, judgments, claims, demands, damages, penalties, fines, expenses and costs of any and every kind and nature, including without limitation attorney’s fees and costs, incurred by or asserted or imposed against the City by reason of any accident, injury (including death), or damage to any person, property, equipment, or utility facilities (including, without limitation any property, equipment, or utility facilities owned by the City), however caused, resulting from or arising out of the Grantee’s use and occupancy of the Temporary Aerial Encroachment and Easement during the Grantee’s construction activities, by Grantee, its agents, and contractors; except, in any such case, to the extent caused or exacerbated by the City or any party seeking the benefit of such indemnity, defense, and hold harmless rights.

4. The Grantee agrees that the City shall have and retain any and all legal rights it may have pursuant to Virginia Code Sec. 15.2-2009 and Sec. 15.2-2011, as such statutes exist

as of the date of this Deed and as they may subsequently be amended, in addition to any other legal rights or remedies the City may have.

5. During and after its exercise of the rights herein conveyed, the Grantee shall promptly remove all trash and other debris resulting from its development activities or the operation of the Crane, and at its expense shall restore any City Property altered or damaged by Grantee's activities or operations pursuant to this Deed, to the condition they were in immediately prior to the commencement of Grantee's activities or operations pursuant to this Deed, or as nearly reasonable possible, reasonable wear and tear, and damage caused by the City, or by 3rd parties unrelated to Grantee or its activities or operations pursuant to this Deed, all being excepted.

6. The Grantee's covenants and agreements set forth within this Deed shall run with the land described herein as the Grantee's Property, and shall be binding on Grantee, its successors, and assigns.

7. By ordinance # _____ approved on _____, the Charlottesville City Council approved this conveyance and authorized the Mayor to execute documents required in connection with the conveyance. The Mayor is authorized by Charlottesville City Code Sec. 2-7.

[Signature pages follow]

WITNESS the following duly authorized signatures.

Grantor: **CITY OF CHARLOTTESVILLE, VIRGINIA,**
 a municipal corporation

By: _____ (SEAL)
 Juandiego Wade, Mayor

COMMONWEALTH OF VIRGINIA
City/County of _____, to-wit

The foregoing instrument was acknowledged before me this _____ day of _____, 202_,
by Juandiego Wade, Mayor of the City of Charlottesville, Virginia.

Notary Public

Registration #: _____

[Affix Seal]

My commission expires: _____

Approved as to Form:

Sands Anderson PC, Acting City Attorney

Grantee:

**CHARLOTTESVILLE STADIUM ROAD
PROPERTIES KP7, LLC,**
a Delaware limited liability company

By: _____

Name: Brandt Stiles

Title: Authorized Signatory

STATE OF

City/County of _____, to-wit

The foregoing instrument was acknowledged before me this _____ day of _____, 202_,
by Brandt Stiles, as Authorized Signatory of Charlottesville Stadium Road Properties KP7, LLC, a
Delaware limited liability company, on behalf of said company.

Notary Public

Registration #: _____

[Affix Seal]

My commission expires: _____

EXHIBIT A

Plat showing “Temporary Tower Crane Swing Easements” dated October 16, 2024, prepared by
Timmons Group Appears on Following Page

[insert Plat]

EASEMENT AREAS:

TOWER CRANE # 1

TOTAL SWING AREA = 142,531 SF

EASEMENT AREA

STADIUM ROAD, EMMET STREET SOUTH &
JEFFERSON PARK AVENUE R/W's = 31,308 SF

TOWER CRANE # 2

TOTAL SWING AREA = 68,813 SF

EASEMENT AREAS

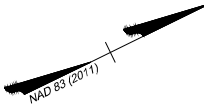
STADIUM ROAD R/W = 9,844 SF
MONTEBELLO CIRCLE R/W = 3,548 SF

TOWER CRANE # 3

TOTAL SWING AREA = 54,119 SF

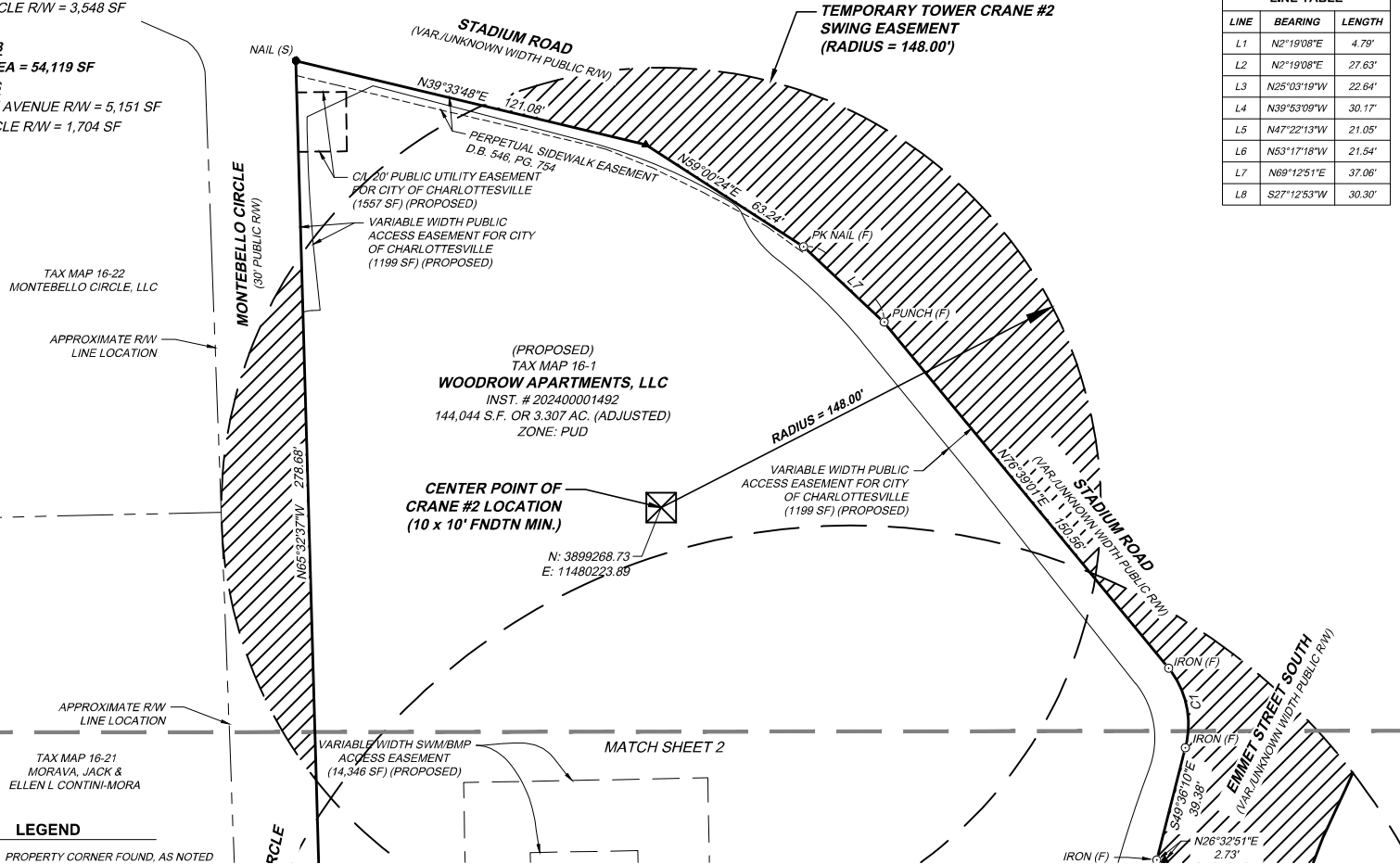
EASEMENT AREAS

JEFFERSON PARK AVENUE R/W = 5,151 SF
MONTICELLO CIRCLE R/W = 1,704 SF



CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C1	30.11'	28.25'	15.26'	53°44'49"	S76°28'34"E	27.22'
C2	109.91'	33.67'	16.97'	17°33'02"	S44°12'41"E	33.54'
C3	88.00'	22.63'	11.38'	14°43'53"	S28°04'14"E	22.56'
C4	265.71'	18.65'	9.33'	4°01'14"	S18°41'40"E	18.64'
C5	63.00'	5.25'	2.63'	4°46'22"	S14°17'52"E	5.25'
C6	99.83'	25.94'	13.05'	14°53'25"	S4°27'59"E	25.87'
C7	65.83'	18.69'	9.41'	16°16'04"	S11°06'45"W	18.63'
C8	569.08'	57.41'	28.73'	5°48'48"	S22°08'11"W	57.38'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N2°19'08"E	4.79'
L2	N2°19'08"E	27.63'
L3	N25°03'19"W	22.64'
L4	N39°53'09"W	30.17'
L5	N47°22'13"W	21.05'
L6	N53°17'18"W	21.54'
L7	N69°12'51"E	37.06'
L8	S27°12'53"W	30.30'



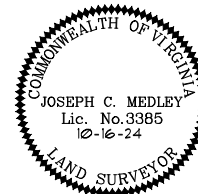
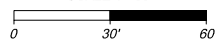
LEGEND

- (F) PROPERTY CORNER FOUND, AS NOTED
- (S) PROPERTY CORNER SET, AS NOTED
- ▲ CALCULATED POINT
- AC. ACRES
- APPROX. APPROXIMATE
- C/L CENTERLINE
- D.B. DEED BOOK
- FNDTN FOUNDATION
- INST. INSTRUMENT
- LOC. LOCATION
- MIN. MINIMUM
- PG. PAGE
- R/W RIGHT-OF-WAY
- S.F. SQUARE FEET
- VAR. VARIABLE



TEMPORARY CRANE EASEMENT

SCALE 1"=30'



PLAT SHOWING
TEMPORARY TOWER CRANE
SWING EASEMENTS
THE VERVE PROJECT
CITY OF CHARLOTTESVILLE, VIRGINIA

City of Charlottesville	SCALE: 1" = 30'
DATE: Oct. 16, 2024	J.N.: 56566
SHEET 1 OF 2	CHECK BY: JCM
DRAWN BY: TEB	
Last Revised:	

THIS DRAWING PREPARED AT THE
TIMMONS GROUP
28 Imperial Drive | Staunton, VA 24401
TEL 540.885.0930 FAX 540.885.0786 www.timmons.com

YOUR VISION. ACHIEVED THROUGH O.U.S.

Site Development

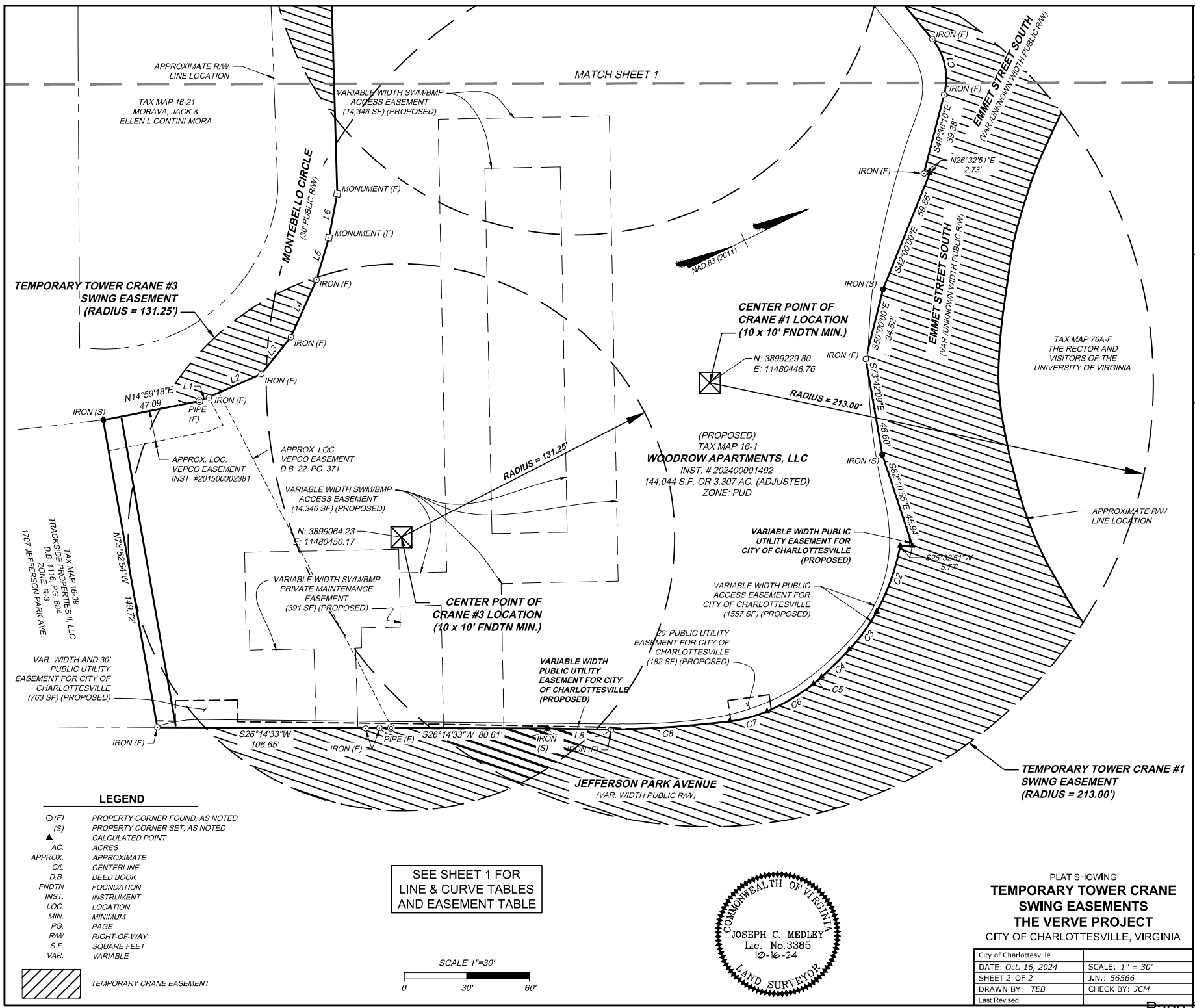
Residential

Infrastructure

Technology

TIMMONS GROUP

Y:\90456566-Woodrow_Apis_Redevelopment\DWG\56566-904V-XPRESMT-CRANE-v2.dwg | Plotted on 10/23/2024 4:34 PM | By John Gentner



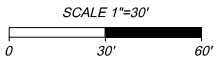
LEGEND

- (F) PROPERTY CORNER FOUND, AS NOTED
- (S) PROPERTY CORNER SET, AS NOTED
- ▲ CALCULATED POINT
- AC. ACRES
- APPROX. APPROXIMATE
- C/L CENTERLINE
- D.B. DEED BOOK
- FNDTN FOUNDATION
- INST. INSTRUMENT
- LOC. LOCATION
- MIN. MINIMUM
- PG. PAGE
- R/W RIGHT-OF-WAY
- S.F. SQUARE FEET
- VAR. VARIABLE



TEMPORARY CRANE EASEMENT

SEE SHEET 1 FOR
LINE & CURVE TABLES
AND EASEMENT TABLE



PLAT SHOWING
**TEMPORARY TOWER CRANE
SWING EASEMENTS
THE VERVE PROJECT**
CITY OF CHARLOTTESVILLE, VIRGINIA

City of Charlottesville	SCALE: 1" = 30'
DATE: Oct. 16, 2024	J.N.: 56566
SHEET 2 OF 2	CHECK BY: JCM
DRAWN BY: TEB	
Last Revised:	

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**ORDINANCE
GRANTING A TEMPORARY AERIAL EASEMENT TO
CHARLOTTESVILLE STADIUM ROAD PROPERTIES KP7, LLC
FOR CONSTRUCTION OF THE VERVE CHARLOTTESVILLE PROJECT**

WHEREAS, Charlottesville Stadium Road Properties KP7, LLC, a Delaware limited liability company, has requested the City Council grant to it a temporary aerial easement across a portion of the City-owned public right of ways for Montebello Circle, Stadium Road, Emmet Street South, and Jefferson Park Avenue, identified as “Temporary Tower Crane #1 Swing Easement,” “Temporary Tower Crane #2 Swing Easement,” and “Temporary Tower Crane #3 Swing Easement” on a plat dated October 16, 2024 prepared by Timmons Group; and

WHEREAS, the proposed aerial easements will facilitate construction of one or more buildings known as the Verve Charlottesville Project and construction should be completed within five (5) years; and

WHEREAS, in accordance with Virginia Code Section 15.2-1800(B) City Council held a public hearing on the proposed easements following notice as required by law; and

WHEREAS, City staff have reviewed the request and have no objection to the conveyance of said easements.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Charlottesville, Virginia that the Mayor is hereby authorized to execute a deed to convey the aerial easements requested by Charlottesville Stadium Road Properties KP7, LLC, as described within the above-referenced plat, provided that such easement shall commence as of the date on which a building permit is issued from construction of the Verve Charlottesville Project and shall extend not more than ____ () years from the date of issuance of the building permit; and further, the Mayor is authorized to execute such other documents as may be required in connection with this conveyance, and all documents shall be in a form approved by the City Attorney.

	Aye	No

Approved by Council _____

Clerk of Council

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



Agenda Date:	March 4, 2025
Action Required:	Approve Resolution
Presenter:	Chris Engel, Director of Economic Development
Staff Contacts:	Chris Engel, Director of Economic Development
Title:	Resolution Supporting Kindlewood/Friendship Court Phase 3 Redevelopment Efforts

Background

The Piedmont Housing Alliance ("PHA") is continuing to redevelop the 11.75-acre Friendship Court property in four (4) phases over the next four (4) to five (5) years ("Project"). This \$100 million+ Project includes the creation of approximately 400 affordable units with multiple tiers of affordability. Additionally, the redevelopment Project will include commercial and community space, as well as associated infrastructure and parking. To help facilitate Project financing, PHA has again requested that the City consider an agreement that will share the incremental increase in real estate tax revenue generated by the investment. With a City commitment to contribute the future revenue stream (as a Grant), PHA will leverage this to create a portion of the funds needed to fund Phase 3 of the Project. Phase 3 will specifically help to subsidize the creation of approximately seventy-nine (79) newly constructed affordable housing units. This request does not ask for additional current revenue, it only requests future revenue that comes with an increased tax base. (As a point of clarification, the City has allocated a contribution to this Project as part of its annual Capital Improvement Plan. The proposed Performance Agreement discussed herein is separate and distinct from that contribution.)

The City, in conjunction with the Charlottesville Economic Development Authority, has used the Performance Agreement concept in the past to incentivize significant capital investment and the creation and preservation of affordable housing. There is no risk to the City, as the Grant occurs only after the investment has been made and once the additional tax increment materializes. Finally, the City does forego a portion of the real estate tax generated by the Project, until the Performance Agreement terminates. Similar Performance Agreements are in place for Project Phases 1 and 2.

Discussion

Applications for the Virginia Housing LIHTC Program are due in March 2025. The Virginia Housing LIHTC Application ("Application") requires a City Council Resolution that corresponds to any financial commitment(s) made for the redevelopment Project. LIHTCs are critical to the Project's financing, and it is a competitive application process. The City's support helps to ensure the Application receives the highest possible score. The City has previously supported Phases 1 and 2 of the Project.

Alignment with City Council's Vision and Strategic Plan

This action aligns with the City's Strategic Plan Framework, specifically the Strategic Outcome Area of Housing which seeks to provide housing choices and mobility options for all.

Community Engagement

The Project is led by an Advisory Committee composed of existing residents to guide decisions.

Budgetary Impact

There is no immediate budgetary impact. Should a Performance Agreement be executed in the future, the City will forgo some portion of the increase in real estate tax due to the Project.

Recommendation

City Staff recommends City Council approve the attached Resolution supporting Phase 3 of the Project.

Alternatives

City Council can decline to adopt the attached Resolution.

Attachments

1. Kindlewood Phase 3 Resolution.rev

RESOLUTION SUPPORTING KINDLEWOOD/FRIENDSHIP COURT PHASE 3;
PARCEL NUMBER: 280112000

WHEREAS, the Piedmont Housing Alliance (“PHA”) is continuing to redevelop the 11.75-acre Friendship Court property in the City of Charlottesville, Virginia (“City”), in four (4) Phases over the next four (4) to five (5) years; and

WHEREAS, this \$100 million+ project (“Project”) includes the creation of approximately 400 affordable units, with multiple tiers of affordability; and

WHEREAS, the redevelopment Project will also include commercial and community space, as well as associated infrastructure and parking; and

WHEREAS, to help facilitate Project financing, PHA has again requested that the City consider a Performance Agreement that will share the incremental increase in real estate tax revenue generated by the investment; and

WHEREAS, with a commitment from the City to contribute the future revenue stream (as a Grant), PHA will leverage this to create a portion of the funds needed to fund Phase 3 of the Project; and

WHEREAS, Phase 3 will specifically help to subsidize the creation of approximately seventy-nine (79) newly constructed affordable housing units; and

WHEREAS, PHA’s request does not ask for additional current revenue, it only requests future revenue that comes with an increased tax base. (As a point of clarification, the City has allocated a contribution to this Project as part of its annual Capital Improvement Plan. The proposed Performance Agreement discussed herein is separate and distinct from that contribution); and

WHEREAS, the City, in conjunction with the Charlottesville Economic Development Authority, has used the Performance Agreement concept in the past to incentivize significant capital investment and the creation and preservation of affordable housing. There is no risk to the City, as the Grant occurs only after the investment has been made, and once the additional tax increment materializes. The City does forego a portion of the real estate tax generated by the Project until the Performance Agreement terminates; and

WHEREAS, similar Performance Agreements are in place for Phases 1 and 2 of the Project.

NOW, THEREFORE BE IT RESOLVED, that City Council hereby commits to PHA to pursue a Performance Agreement that shares a portion of the incremental increase in real estate tax created by the improvements contemplated for the Project, in the form of an annual Grant for

a specified period of years, all as specified in a Performance Agreement in a form and substance required by the City; and

BE IT FINALLY RESOLVED, that the Grant will support the redevelopment of Phase 3 of the Project, and the commitment will specifically help to subsidize the creation of approximately 79 newly constructed affordable housing units in the City, through Phases 3A and 3B.

Approved by City Council
March 4, 2025

Kyna Thomas, MMC
Clerk of Council

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



Agenda Date:	March 4, 2025
Action Required:	Appropriate \$9,036 from State Criminal Alien Assistance Program (SCAAP) Grant
Presenter:	Taylor Harvey-Ryan, Grants Program Manager
Staff Contacts:	Taylor Harvey-Ryan, Grants Program Manager
Title:	Resolution to appropriate funding from the FY24 State Criminal Alien Assistance Program (SCAAP) Grant for Albemarle Charlottesville Regional Jail - \$9,036 (1 of 2 readings)

Background

The City of Charlottesville has received the State Criminal Alien Assistance Program Grant (SCAAP), on behalf of the Albemarle-Charlottesville Regional Jail, in the amount of \$9,036. These are federal funds to reimburse the Albemarle-Charlottesville Regional Jail for Fiscal Year 2024 expenses of housing convicted alien inmates. Albemarle County is appropriating funds received under the same program that will also be passed through to the Regional Jail.

Discussion

The State Criminal Alien Assistance Program (SCAAP) provides federal payments to states and localities that incur correctional officer salary costs for incarcerating certain undocumented criminal aliens. The award amount is based on the number of undocumented persons incarcerated at the Albemarle-Charlottesville Regional Jail. As this is not a one-time grant, the Jail will receive future payments from the City as they are granted.

Alignment with City Council's Vision and Strategic Plan

These funds support the City of Charlottesville's 2023 City Council Strategic Plan Framework's Strategic Outcome Area, Public Safety, which indicates "Charlottesville provides comprehensive, trusted public safety services and treats everyone with dignity and respect".

Community Engagement

N/A

Budgetary Impact

There is no budgetary impact as 78% of these funds will be passed through directly to the Regional Jail. The remaining 22% will be sent to Justice Benefits, Inc., which provides administrative support for the regional jail.

Recommendation

Staff recommends approval and appropriation of funds to the Regional Jail.

Alternatives

N/A

Attachments

1. SCAAP_Regional Jail appropriation 2024 Resolution

RESOLUTION APPROPRIATING FUNDS
State Criminal Alien Assistance Program (SCAAP) Grant for 2024 reimbursement
\$9,036

WHEREAS, the State Criminal Alien Assistance Program (SCAAP) grant, providing federal payments for correctional officer salary costs incurred for incarcerating certain undocumented criminals has been awarded the City of Charlottesville, on behalf of the Albemarle-Charlottesville Regional Jail, in the amount of \$9,036.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that a total of \$7,048.08 be appropriated and passed through to the Albemarle-Charlottesville Regional Jail and \$1,987.92 be appropriated and passed through to Justice Benefits, Inc.

Revenues

\$9,036	Fund: 211	Internal Order: 1900587	G/L Account: 431110
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Expenses

\$7,048.08	Fund: 211	Internal Order: 1900587	G/L Account: 530550
\$1,987.92	Fund: 211	Internal Order: 1900587	G/L Account: 530670

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$9,036 from the U. S. Bureau of Justice Assistance.

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



Agenda Date:	March 4, 2025
Action Required:	Approval of a Resolution
Presenter:	Carrie Rainey, Urban Designer/City Planner
Staff Contacts:	Carrie Rainey, Urban Designer/City Planner
Title:	Resolution for a Special Exception Permit at 818-820 E Jefferson

Background

The applicant requests a Special Exception Permit (SEP) pursuant to City Code Sections 34-2.5.5.B.6 and 34-5.2.15, which states a SEP may be granted for physical dimensional standards. The applicant has requested to install fencing on a proposed deck in the front and side street yards on 9th Street NE and E Jefferson Street. Per Section 34-2.10.1.B.1.d, 9th Street NE is designated as the primary street and E Jefferson Street is designated as the side street. The NX-10 Node Mixed Use district does not permit fencing in front yards or side street yards unless a SEP is granted. Virginia Building Code requires the deck, which is more than 30 inches above grade, to have vertical protection (guardrails/fencing). The subject property has street frontage on 9th Street NE and E Jefferson Street and is located within an Entrance Corridor Overlay District.

Discussion

The Planning Commission considered this application at their meeting on February 25, 2025. The staff report and supporting documentation presented to the Planning Commission can be found starting on page 10 at the following link:

<https://charlottesvilleva.portal.civicclerk.com/event/2389/files/agenda/5452>

The Planning Commission discussed potential modifications to the proposed fencing and confirmed with staff that any modification will be reviewed for consistency with the Entrance Corridor Certificate of Appropriateness.

Alignment with City Council's Vision and Strategic Plan

The application supports Strategic Outcome Area Economic Prosperity: Charlottesville develops strategies and economic development opportunities that drive economic prosperity for all.

Community Engagement

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

Budgetary Impact

There are no budgetary impacts anticipated from this application.

Recommendation

Staff recommends approval of the Special Exception Permit to permit the installation of fences and gates on the subject property. Staff does not recommend any conditions be placed on this Special Exception Permit. Any proposed modifications to the fence and gate details will be reviewed by staff for consistency with the issued Corridor Review Certificate of Appropriateness.

The Planning Commission voted 4-0 to recommend approval of the Special Exception Permit at their February 25, 2025 meeting.

Alternatives

City Council has several alternatives:

1. By motion, approve the requested Special Exception Permit as recommended by the Planning Commission with the following suggested motion: "I move the adoption of the Resolution included in our agenda materials, permitting fencing shown within Application PL-24-0132, based on the finding that granting the proposed Special Exception Permit would serve the public necessity, convenience, general welfare or good zoning practice."
2. By motion, request changes to the attached Resolution, and then approve the Special Exception Permit;
3. By motion, take action to defer the Special Exception Permit; or
4. By motion, take action to deny the Special Exception Permit.

Attachments

1. Attach 1_818 E Jefferson SEP Resolution
2. Attach 2_Minor Development Plan
3. Attach 3_EC COA

**RESOLUTION APPROVING A SPECIAL EXCEPTION PERMIT
FOR PROPERTY LOCATED AT 818-820 E JEFFERSON STREET**

WHEREAS, landowner East Jefferson Assemblage, LLC is the current owner of a lot identified on 2025 City Tax Map 53 as Parcel 180 (City Parcel Identification No. 530180000), having an area of approximately 0.67 acres (29,050 square feet) (the "Subject Property"), and

WHEREAS, the landowner proposes to install fences on the Subject Property in the 9th Street NE front yard and E Jefferson Street side street yard ("Project"); and

WHEREAS, the Project is described in more detail within the Applicant's application materials submitted in connection with Application PL-24-0132, 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 February 25, 2025 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,

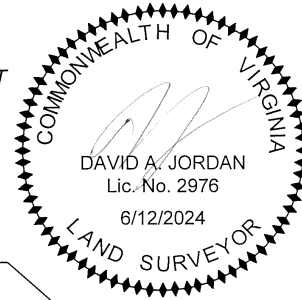
BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that, pursuant to City Code Development Sections 34-2.5.5.B.6 and 34-5.2.15, a Special Exception Permit is hereby approved and granted to authorize the Project and permit installation of fences consistent with the Application Materials on the Subject Property within the 9th Street NE front yard and E Jefferson Street side street yard.

LINE	BEARING	DISTANCE
L1	N 30°58'12" E	32.64'
L2	N 67°36'47" W	100.20'
L3	N 00°05'26" W	23.32'
L4	S 69°57'39" E	11.74'

Parcel is zoned Node Mixed-Use 10 (NX-10)
and is in the Entrance Corridors Overlay District

Intended Use is General Food & Beverage
(up to 4,00 sf) with an accessory use for
on-site alcohol consumption

EAST JEFFERSON STREET
VARIABLE WIDTH PUBLIC
RIGHT-OF-WAY
DB 23 PG 210



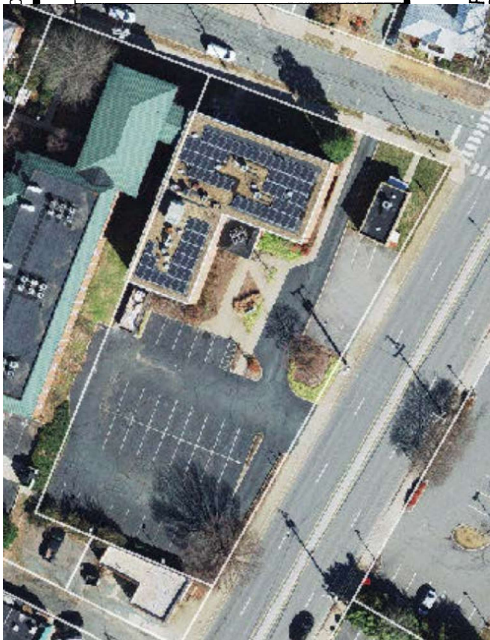
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PN 530173160
HERBERT BRAUN AND
CECILIA VILLALBA
INST 2011-2343

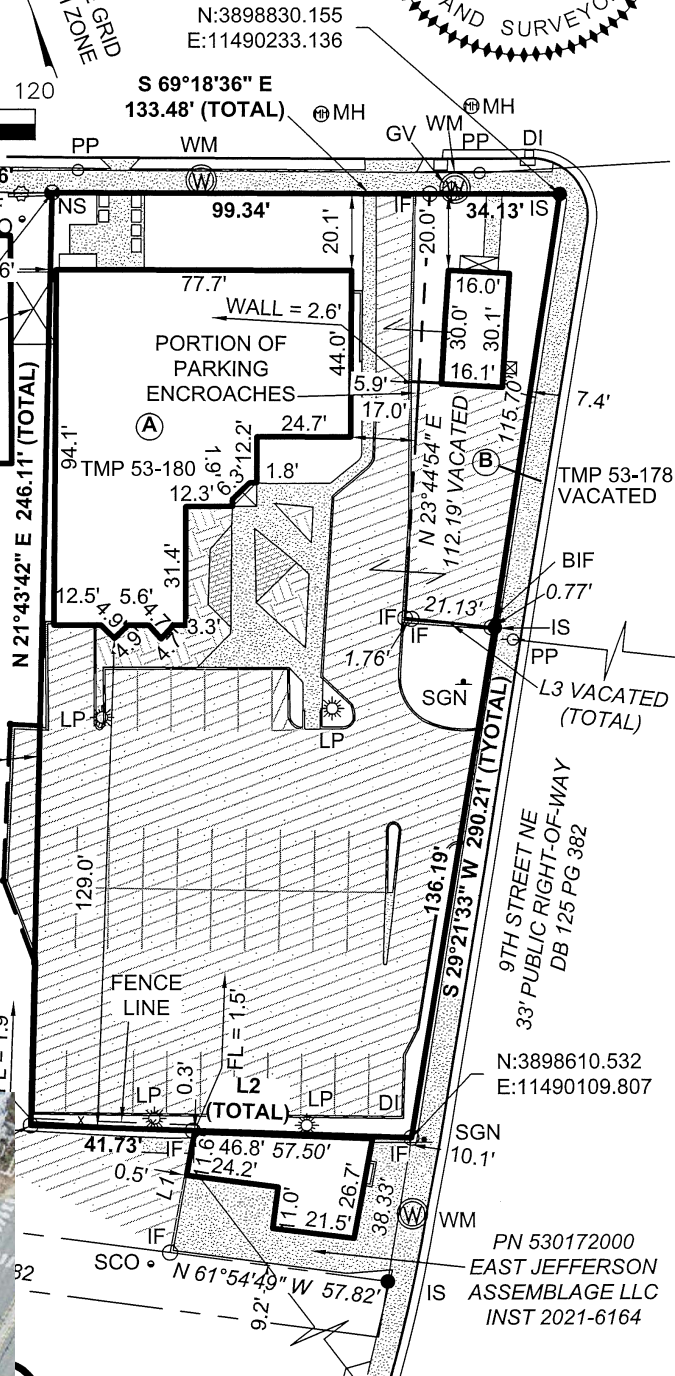
VARIABLE WIDTH
ACCESS EASEMENT
OFFSET 0.5' BEHIND THE
AS-BUILT LOCATION OF
THE WALL AND CURB
DB 536 PG 443
DB 421 PG 475

AREA TABULATION:

PN 530180000	0.592 ACRES
PN 530178000	0.075 ACRES
TOTAL	0.667 ACRES



EXISTING CONDITIONS



**BOUNDARY LINE ADJUSTMENT PLAT
CONSOLIDATING
818 AND 820 JEFFERSON STREET
PROPERTIES OF EAST JEFFERSON STREET
ASSEMBLAGE LLC**

CITY OF CHARLOTTESVILLE, VIRGINIA

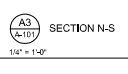
SCALE: 1" = 40'

REVISED: JUNE 12, 2024 DATE: MARCH 19, 2024

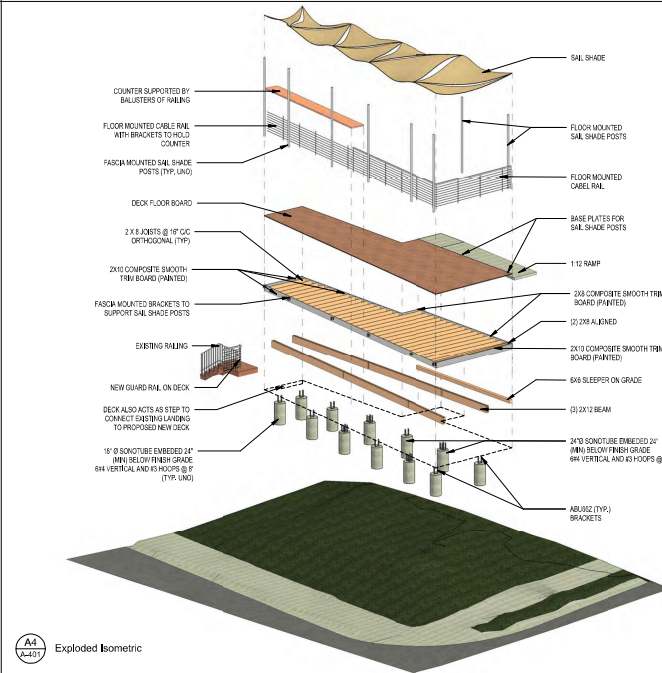
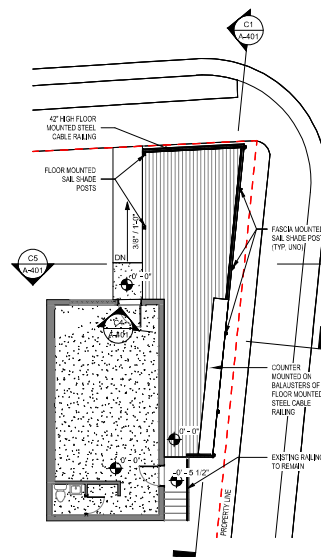
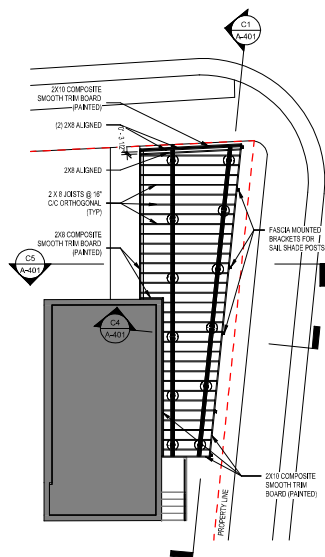
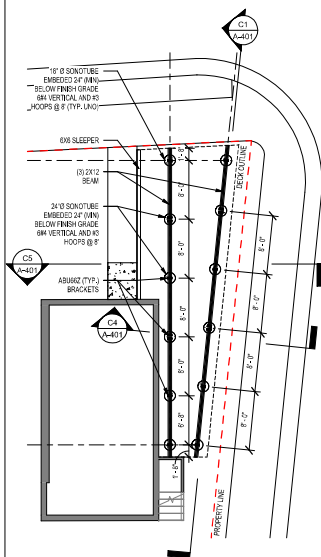
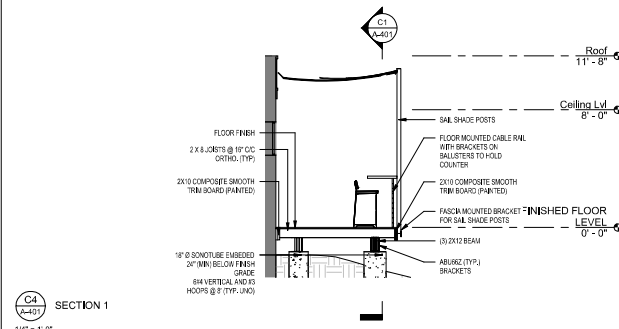
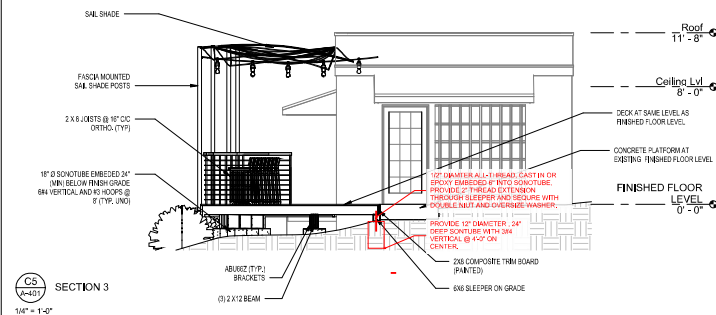
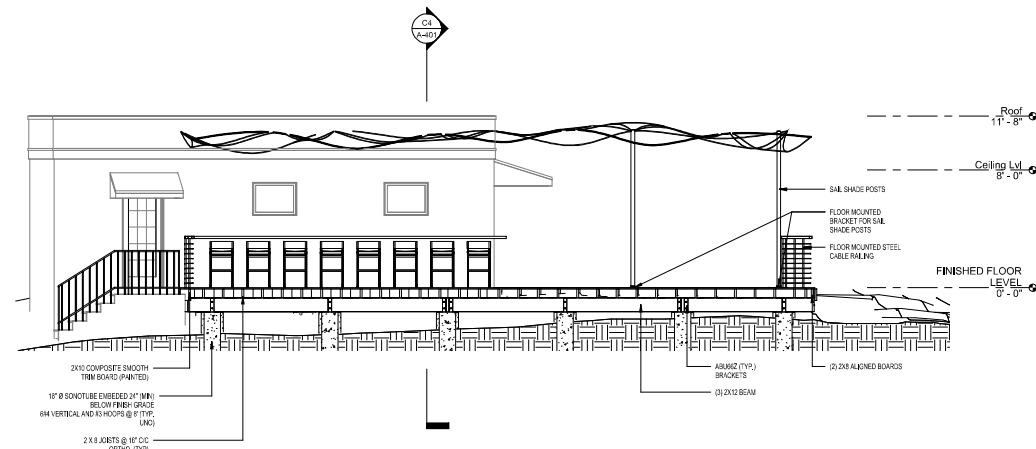
SHEET 3 OF 3

PREPARED BY: DAJ

JOB: C-53-178-180-BLA



<p align="center">Owner</p> <p align="center">CUMBRE CAFE</p> <p align="center">820 East Jefferson St. Charlottesville, VA 22902</p>	
<p align="center">FLOOR PLAN & SECTIONS</p>	
Project number	Project Number
Date	10/05/2023
Drawn by	AM
Checked by	Checker
<p align="center">A-101</p>	
Scale	1/4" = 1'-0"





ARCHITECTURE • VISUALIZATION • ENTITLEMENT

www.designdevelopllc.com

ARCHITECT
Design Develop, LLC
802 East Jefferson St.
Suite B3
Charlottesville, VA 22902
434.806.8365
Contact: Bob Pineo
Email: bob@designdevelopllc.com

[illegible]

Owner
CUMBRE CAFE

820 East Jefferson St.
Charlottesville, VA 22902

3D REPRESENTATIONS

Project number	Project Number
Date	10/05/2023
Drawn by	Author
Checked by	Checker

A-901

Scale



Entrance Corridor Review Application (EC) Certificate of Appropriateness

Please Return To:
City of Charlottesville
Department of Neighborhood Development Services
P.O. Box 911, City Hall
Charlottesville, Virginia 22902
Telephone (434) 970-3130

Staff email: wernerjb@charlottesville.gov

Please submit one (1) hard copy and one (1) digital copy of application form and all attachments.

Please include application fee as follows: New construction project \$375; Additions and other projects requiring ERB approval \$125; Administrative approval \$100.

Make checks payable to the City of Charlottesville.

The Entrance Corridor Review Board (ERB) meets the second Tuesday of the month.
Deadline for submittals is Tuesday 3 weeks prior to next ERB meeting by 3:30 p.m.

Owner Name East Jefferson Assemblage LLC Applicant Name East Jefferson Assemblage LLC, Attn: Reid A. Murphy

Project Name/Description Cumbre Cafe' - Patio/deck Parcel Number 530178000

Project Street Address 820 East Jefferson Street 9 (old barber shop)

Applicant Information

Address: 818 East Jefferson Street, Suite 103

Charlottesville, VA 22902

Email: reid@bmcholdingsgroup.com

Phone: (W) _____ (C) 434-825-1560

Signature of Applicant

I hereby attest that the information I have provided is, to the best of my knowledge, correct.

Reid A. Murphy

11/20/2023

Signature

Date

Reid A. Murphy, Manager

11/20/2023

Print Name

Date

Property Owner (if not applicant)

Address: _____

Email: _____

Phone: (W) _____ (C) _____

Property Owner Permission (if not applicant)

I have read this application and hereby give my consent to its submission.

Signature

Date

Print Name

Date

Description of Proposed Work (attach separate narrative if necessary):

Construct deck/patio per Design Develop drawings A-1-1.A-401, and A-901, dated October 5, 2023.

Attachments (see reverse side for submittal requirements):

For Office Use Only

Received by: JBW

Fee paid: \$100 Cash/Ck. # 3034

Date Received: 11/20/2023

Approved/Disapproved by: [Signature]

Date: 11/21/2023

Conditions of Approval: Signage requires separate sign permit. Exterior lighting must have lamping that is dimmable (if available), have a Color Temperature not exceeding 3,000K, and a Color Rendering Index not less than 80, pref not less than 90. Café furniture shall match, incl. color. Cloth shades shall match and be one, neutral color.

ENTRANCE CORRIDOR ORDINANCE: You can review the *Entrance Corridor Overlay Districts* regulations in the City of Charlottesville Zoning Ordinance starting with Section 34-306 online at **charlottesville.gov** or at www.municode.com for the City of Charlottesville.

DESIGN GUIDELINES: Please refer to the current *Entrance Corridor Design Guidelines* (**links below**).

<http://weblink.charlottesville.org/public/0/fol/793358/Row1.aspx>

[http://weblink.charlottesville.org/public/0/edoc/793359/1 Introduction ERB.pdf](http://weblink.charlottesville.org/public/0/edoc/793359/1%20Introduction%20ERB.pdf)

[http://weblink.charlottesville.org/public/0/edoc/793360/2 Chapter%20II%20Streetscape ERB.pdf](http://weblink.charlottesville.org/public/0/edoc/793360/2%20Chapter%20II%20Streetscape%20ERB.pdf)

[http://weblink.charlottesville.org/public/0/edoc/793361/3 Chapter%20III%20Site ERB.pdf](http://weblink.charlottesville.org/public/0/edoc/793361/3%20Chapter%20III%20Site%20ERB.pdf)

[http://weblink.charlottesville.org/public/0/edoc/793362/4 Chapter%20IV%20Buildings ERB.pdf](http://weblink.charlottesville.org/public/0/edoc/793362/4%20Chapter%20IV%20Buildings%20ERB.pdf)

[http://weblink.charlottesville.org/public/0/edoc/793363/5 Chapter%20V%20Maps%20of%20Corridors ERB.pdf](http://weblink.charlottesville.org/public/0/edoc/793363/5%20Chapter%20V%20Maps%20of%20Corridors%20ERB.pdf)

SUBMITTAL REQUIREMENTS: The following information and exhibits shall be submitted along with each application for Certificate of Appropriateness, per Sec. 34-310-312 in the City of Charlottesville Zoning Ordinance:

- (1) Overall architectural design, form, and style of the subject building or structure, including, but not limited to: the height, mass and scale;
- (2) Exterior architectural details and features of the subject building or structure;
- (3) Texture, materials and color of materials proposed for use on the subject building or structure;
- (4) Design and arrangement of buildings and structures on the subject site;
- (5) The extent to which the features and characteristics described within paragraphs (1)-(4), above, are architecturally compatible (or incompatible) with similar features and characteristics of other buildings and structures having frontage on the same EC street(s) as the subject property.
- (6) Provisions of the Entrance Corridor Design Guidelines.
- (7) A complete application shall include all plans, maps, studies, reports, photographs, drawings, and other informational materials which may be reasonably required in order make the determinations called for in an particular case.
- (8) Building elevations shall be provided, unless waived by the director.
- (9) Each application shall include a landscaping plan as outlined in the ordinance
- (10) Each application shall include information about proposed lighting as outlined in the provisions of Article IX, Division 3, Sec. 34-100, et seq.

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



Agenda Date:	March 4, 2025
Action Required:	Approval of a Resolution
Presenter:	Carrie Rainey, Urban Designer/City Planner
Staff Contacts:	Carrie Rainey, Urban Designer/City Planner
Title:	Resolution for a Special Exception Permit at 400-426 Garrett Street

Background

The applicant requests a Special Exception Permit (SEP) pursuant to City Code Sections 34-2.4.4.B.5 and 34-5.2.15, which states a SEP may be granted for physical dimensional standards, for Phase 3 of the Friendship Court (Kindlewood) project. The applicant has requested to modify the street-facing entry spacing requirements for 2nd Street SE and Hinton Avenue Extended (new public street) for proposed Building 12. Per Section 34-2.10.1.B.1, 2nd Street SE is designated as a primary street and Hinton Avenue Extended is designated as a side street. The CX-8 Corridor Mixed Use district requires a street-facing entry every 40-ft on primary streets and a street-facing entry every 60-ft on side streets. The subject property has street frontage on 2nd Street SE, Garrett Street, and Monticello Avenue, as well as the new extensions of Hinton Avenue and 4th Street (proposed as a part of this Phase 3 project).

Discussion

The Planning Commission considered this application at their meeting on February 25, 2025. The staff report and supporting documentation presented to the Planning Commission can be found starting on page 22 at the following link: <https://charlottesvilleva.portal.civicclerk.com/event/2389/files/agenda/5452>

The Planning Commission discussed the Virginia Housing funding requirements applicable to the site, including equity of residential units. The Commission discussed the potential street-activating design elements described in the applicant's narrative, including seating areas and building wall treatments, as a mechanism to further activate the street. The Commission discussed potential conditions to ensure street-activating design elements are included but also allow adequate flexibility in design to ensure the protection and continued vitality of the existing streetscape trees.

Alignment with City Council's Vision and Strategic Plan

This application aligns with Strategic Outcome Area Housing: Charlottesville defines access to livable housing as a human right and works to ensure housing choices and mobility are provided for all who seek it through implementation of the Affordable Housing Plan.

Community Engagement

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

Budgetary Impact

There are no budgetary impacts anticipated with this application.

Recommendation

Staff recommends approval of the Special Exception Permit to modify the street-facing entry requirements for Building 12, identified in the application exhibits dated January 28, 2025, to require no street-facing entry spacing maximums on the 2nd Street SE and Hinton Avenue Extended building façades. Staff recommends two (2) street-facing entries on 2nd Street SE meeting the requirements of 34-2.10.13.B are required as a condition of this Special Exception Permit.

The Planning Commission voted 5-0 to recommend approval of the Special Exception Permit with the staff recommended condition and an additional condition at their February 25, 2025 meeting.

Alternatives

City Council has several alternatives:

1. By motion, approve the requested Special Exception Permit as recommended by the Planning Commission with the following suggested motion: "I move the adoption of the Resolution included in our agenda materials, providing alternative requirements for street-facing entry spacing requested within Application PL-25-0021, based on the finding that granting the proposed Special Exception Permit would serve the public necessity, convenience, general welfare or good zoning practice."
2. By motion, request changes to the attached Resolution, and then approve the Special Exception Permit;
3. By motion, take action to defer the Special Exception Permit; or
4. By motion, take action to deny the Special Exception Permit.

Attachments

1. Attach 1_Friendship Court Phase 3 SEP Resolution
2. Attach 2_Friendship Court Phase 3 SEP Narrative
3. Attach 3_Friendship Court Phase 3 SEP Exhibits

**RESOLUTION APPROVING A SPECIAL EXCEPTION PERMIT
FOR PROPERTY LOCATED AT 400-426 GARRETT STREET**

WHEREAS, landowner NHTE Piedmont Garrett Square Limited Partnership is the current owner of a lot identified on 2025 City Tax Map 28 as Parcel 112 (City Parcel Identification No. 280112000), having an area of approximately 5.3 acres (230,870 square feet) (the "Subject Property"), and

WHEREAS, the landowner proposes to modify the minimum street-facing entry spacing requirements on the Subject Property for Building 12 along 2nd Street SE and Hinton Avenue Extended ("Project"); and

WHEREAS, the Project is described in more detail within the Applicant's application materials submitted in connection with Application PL-25-0021, 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 February 25, 2025 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 34-2.4.4.B.5 and 34-5.2.15, a Special Exception Permit is hereby approved and granted to authorize the Project and require no minimum street-facing entry spacing for Building 12, as identified in the Application Materials, on the 2nd Street SE and Hinton Avenue Extended facades on the Subject Property with the following conditions:

1. At least two (2) street-facing entries with entry features meeting the requirements of Section 34-2.10.13.B are required on the 2nd Street SE building façade of proposed Building 12, as identified in the Application Materials.
2. Features to promote visual interest in the public realm and maintain walkability and public safety, which may include but are not limited to building-mounted decorative screening, hardscape features, and specialized plantings, are required along 2nd Street SE.

January 28, 2025

ATTN: Carrie Rainey
Charlottesville Neighborhood Development Services

Friendship Court Redevelopment Phase 3 – Special Exception Permit

Dear Ms. Rainey,

This letter is to request a Special Exception Permit to Division 2.10.13 Rules for Zoning Districts: Street-Facing Entry Spacing.

Zoning Ordinance Special Exception

Per the CX-8 zoning district requirements, entrances must be spaced a maximum of every 40' along Primary Streets and 60' along Side Streets. The entrances aim to provide visual interest along the public realm, and promote greater use and activation of the public sidewalk.

We are requesting a special exception permit for Building 12, bordered by 2nd Street SE (primary) and a new side street, currently designated as Hinton Ave Ext. on the Friendship Court Phase 3 site plan submission. Per the CX-8 requirements, 2nd Street would need 4 total street-facing entries, and Hinton Ave would require 1 street-facing entry.

Special Exception Reasoning

Building 12 is a multi-family residential building with amenity space and parking on the lowest floor. The ground story as defined by Section 2.10.1.F along 2nd St SE shifts between the lowest and second levels (as demonstrated by Modules 1 and 2 on the attached exhibit) due to grades. The ground story along 2nd Street has residential units for 122' of the total 190' building length, and for the entirety of Hinton Ave. Ext. If we were to provide all of the required street-facing entrances, three of the required entrances would have direct access to residential units. All units in this building enter off an interior corridor. Adding the street-facing entries directly into individual units creates a security concern for property management, who needs to be able to monitor building access through a limited number of entrances. Currently our main pedestrian entrance is located on the corner of 2nd St SE and Monticello Ave, and the main vehicular garage entrance is located off the rear alley.

Many of the units in Building 12 accommodate larger families with children or special needs dependents. Direct exterior unit access along busier streets like 2nd St SE and Monticello Ave. creates concern among residents about a child or dependent getting outside without proper supervision.

The ground story along Hinton Ave Ext is fully occupied by two 2-bedroom residential units. Any entrance on this elevation would go directly into those units, creating an undesirable and unacceptable security risk for residents and management.

This project is being financed through Virginia Housing, which requires equity of unit features among all unit types within a single building. Providing an entrance in only a few units creates major discrepancies in the floorplan features available to the residents.

Finally, and importantly, one of the major goals of this project and the city is to maintain the health and longevity of the street trees along 2nd St SE. Reducing entrances and any related exterior construction will minimize impacts on the extensive root structure of these trees.

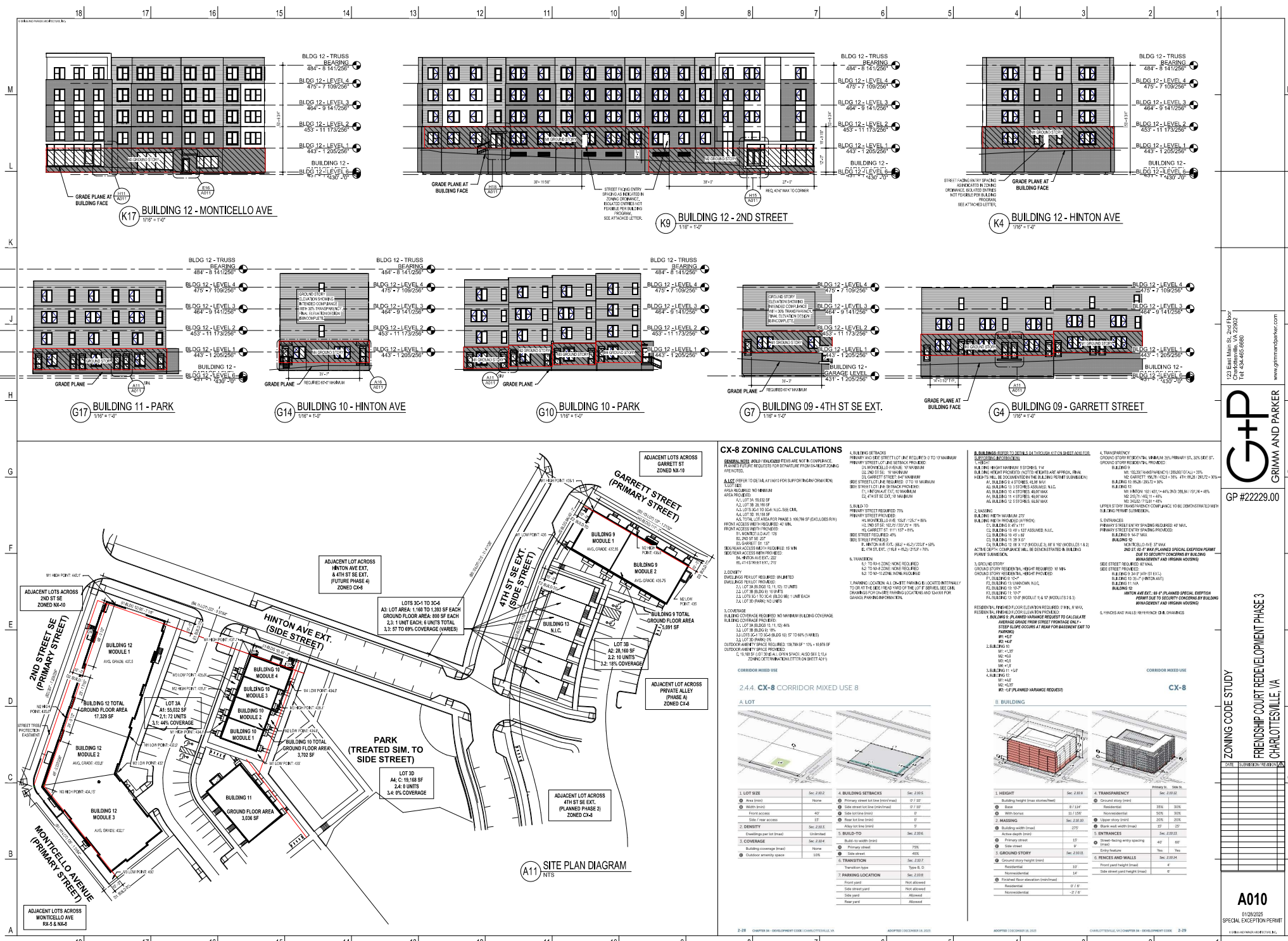
Proposed Solution

Our proposed solution provides two entrances along 2nd St SE and no entrances along Hinton Ave. Ext. The two 2nd St SE entrances would access the main building lobby and egress stair, respectively. These will be spaced within 40' of each end of the building. As shown in diagram K9 on sheet A010, the ground story transitions from the 1st to 2nd floor between these two doors to meet the grade change along 2nd St SE. The exterior landing and stairs required to reach additional entrances would encroach upon the public access easement (if run is perpendicular to the building) or pass in front of an adjacent unit (if run is parallel to the building), interrupting planned locations for glazing.

The Building 12 streetscape design will include features that promote visual interest in the public realm, and maintain walkability and public safety. These features may include building mounted decorative screening, hardscape features, and specialized plantings. We will design to the principles of the zoning ordinance, particularly Section 2.10.12.B.3 Blank Wall Treatments. Preservation of the existing large street trees is a major component of our proposed solution. They will provide shading of the pedestrian way from Day 1, and continue to enhance the walk along this pivotal access artery between downtown and IX Art Park. Foundation planting along the building frontage will frame seating nodes set back from the sidewalk. These areas will enhance the pedestrian experience and break up the building façade to compensate for the removed entrances.

Glazing strategies will be used at the residential levels, which take up the majority of the ground story. The building transparency ratio is designed to exceed the zoning requirement, enhancing visual connection from the street to the active depth.

The building is in an early design phase and significant stakeholder engagement is still required, but the design and development team will preserve the city's vision for an engaging public way throughout the design process.





City Manager's Report

*Offices of the City Manager
Elected & Appointed Officials*

3-3-2025

City Manager – Sam Sanders (he/him)

- The Fiscal Year 2026 Budget is balanced!
- Join me in Council Chambers on Tuesday, March 4th for the City Manager's Budget Presentation to Council. Remember, it's your budget, too!
- Participated in the VLGMA (Virginia Local Government Management Association) Winter Conference @ The Omni February 19-21
- I joined Mayor Wade in providing a Welcome to Charlottesville to the attendees.
 - I want to acknowledge Deputy City Manager Ashley Marshall who served as Co-Chair for the conference. Well done.
 - I want to give a shoutout to James Freas, Kellie Brown, Eden Ratliff, and Steve Hawkes who shared their expertise as panelists.
- I was proud to speak at the Chamber's State of the Community @ PVCC Bolick Center on February 21st – it was a great opportunity to share the economic outlook, organizational priorities, and perspective on what the opportunities are for the City of Charlottesville; Chef Antwon Brinson gave a very inspiring talk on the power of relationships; County Executive Jeff Richardson gave the county perspective with his normal wit and humor, while professionally expressing the challenges and opportunities for Albemarle County.
- Attended the Rivanna Water and Sewer Authority Board Meeting on February 25th.
- Received a presentation on the Capital Improvement Program which has 71 projects totaling \$551M with construction scheduled from 2026 to 2030 to continue significant progress to implementing the 2012 Community Water Plan that resulted from the 2001-2002 drought that this area experienced.
- The Board also approved three projects with May 2025 anticipated start dates that are focused on Modernizing 1977 and 1980 constructed facilities at Moore's Creek – projects are expected to be complete by 2027.

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

- We are hosting a Crisis Communications workshop next month including our partners from the County, UVA, and other local stakeholders to ensure we are prepared to manage emergencies effectively from a safety and transparency communications perspective.
- Our biweekly community newsletter, City Scoop, is now LIVE! You may sign up to receive the newsletter via email [here](#), you can find a link on our website and social media platforms, and you can also find copies in City Hall and at a few locations on the Downtown Mall.

- Reminder: The City's public affairs tv program, Inside Charlottesville, airs every Friday and Sunday at 7:00 PM and every Saturday and Monday at 9:00 AM on Charlottesville TV10 – Comcast Channel 10 in the City of Charlottesville and surrounding counties. We also have a free Roku app for TV10 which folks can find it by searching for "Charlottesville TV10" on Roku.

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

- The [2024 Office of Economic Development Annual Report](#) is now available. Find out what the OED team has been doing to strengthen the economy and increase prosperity throughout the City during the recent calendar year. The full report is available on from the city website on the Economic Development homepage.
- The Office of Economic Development is inviting all local businesses, both home based and brick and mortar, to participate in the Charlottesville Business Survey, now available on the [OED website](#) until March 31st. This survey is an opportunity for businesses to provide feedback, share their experiences, and express what resources or support they may need. The survey will help OED better understand how to serve the business community. Whether you are a small startup, an established storefront, or an entrepreneur operating from home, your input is valuable in guiding the city's efforts to foster a strong, supportive business environment.

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

- In partnership with LEAP, C3, and Albemarle County, OS supported the development and launch of the [Energy Resource Hub](#), a free service that connects homeowners, renters, and businesses in the City of Charlottesville and Albemarle County with energy savings rebates and incentives. We will host an in person launch party on March 11 at Carver Recreation Center from 4 – 7 pm.
- OS partnered with NDS to host an E-bike Demonstration for City Staff and community Members at Ting Pavilion. It was a beautiful day and we had a great turnout. Demos were supported by our three local bike shops and the E-bike Lending Library.
- In partnership with C3, OS hosted a climate café focused on the impact of invasive vines on Charlottesville's urban tree canopy. The café featured the Charlottesville Invasive Plant Partnership (CHIPP) and all participating partners of the CHIPP neighborhood project.
- Gave a presentation on invasives and invasives removal to Kellytown Neighborhood Association in partnership with CHIPP, Parks & Rec, and OS.
- OS supported the CHIPP Open House for Invasive Species Awareness Week was held on 2/28.

- Charlottesville was recently selected through a competitive application process to participate in the Center for Heat Resilient Communities learning cohort. As one of 10 members the cohort, OS staff will receive guidance and technical support in developing strategies and projects related to mitigating the impacts of extreme heat.
- Presentation on Charlottesville Climate Action as a Council priority was provided to the Charlottesville Youth Council on 2/24.
- Consultants, Eocene, were in Charlottesville in early February as part of the Urban Forest Management Plan project launch.
- This March the City, Albemarle County Service Authority, and Rivanna Water & Sewer Authority are hosting a free and virtual event to help encourage the community to save water and fix a leak- Home Scavenger Hunt. This is in support of Fix A Leak Week (March 17-23) – a national campaign put on by the Environmental Protection Agency focused on finding and fixing water leaks in homes and businesses. To find the scavenger hunt worksheet and learn how to fix a leak: <https://charlottesville.gov/498/Fix-a-Leak>.

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

- The Office of Human Rights (OHR) submitted the revised Charlottesville Human Rights Ordinance, adopted by City Council on January 21, 2025, to the Federal Fair Housing Office for review as part of the interim certification process for the Fair Housing Assistance Program. To date, the OHR has not received any updates regarding this process.
- The Human Rights Commission is currently running a public poll to gather input from members of the public regarding the focus of the Commission's work in 2025. The poll has been widely advertised on City social media, strategically posted paper flyers with QR code links, and promoted on NBC29. At the time of this report, 258 individuals have participated.
- The Human Rights Commission will hold its Annual Planning Meeting on Saturday, March 22, 2025. During this meeting, Commissioners will review the results of the public poll, decide on topics of focus for the year, and develop a work plan to meet their goals. The Commission welcomes input from City Council on any topics related to human and civil rights on which it would like the Commission's guidance.

Treasurer's Office – City Treasurer Jason Vandever (he/him)

- This past month our office sent out notices to taxpayers who may have missed the December tax deadline for personal property and real estate taxes. We are working with taxpayers who contact us to help them get caught up or set up appropriate payment arrangements.
- Business License applications for 2025 are due and payable March 4th this year.

Commissioner of the Revenue – Director Todd Divers (he/him)

- Charlottesville City Business License renewals are due on March 4th. Businesses are encouraged to file and pay using the City's online business portal at www.charlottesville.gov/BusinessPortal. Call 434-970-3170 or email citycorbiz@charlottesville.gov with questions.
- We are currently accepting applications for Real Estate Tax Relief for the Elderly and/or Disabled. The application period runs through April 1st. Call 434-970-3160 or email citycor@charlottesville.gov with questions about eligibility or for more information.
- We will begin accepting applications for Rental Relief for the Elderly and/or Disabled on March 4th. The application period runs through May 1st. Call 434-970-3160 or email citycor@charlottesville.gov with questions about eligibility or for more information.

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



Agenda Date:	March 4, 2025
Action Required:	Approve Resolution
Presenter:	Chris Engel, Director of Economic Development
Staff Contacts:	Chris Engel, Director of Economic Development
Title:	Resolution Approving Performance Agreement to Support 501 Cherry Avenue Redevelopment Efforts

Background

Piedmont Housing Alliance ("PHA") and Woodard Properties are partnering to develop the site at 501 Cherry Avenue into a mixed-use, affordable residential community ("Project"). The site is a consolidation of five (5) parcels (nearly 1.4 acres) that contain the former IGA grocery store, which had long been an anchor for the community. The Project will be composed of two (2) buildings, offering a total of seventy-one (71) affordable rental apartments, a commercial space, and a community-focused facility for a local nonprofit.

To help facilitate Project financing, PHA has requested that the City of Charlottesville, Virginia ("City"), consider an agreement that will share the incremental increase in real estate tax revenue generated by the investment. With a commitment from the City to contribute a portion of the future revenue stream (as a Grant), PHA will leverage this to create funds needed for the Project.

This request does not ask for additional current revenue, it only requests future revenue that comes with an increased tax base. (As a point of clarification, the City has allocated a contribution to this Project as part of its annual Capital Improvement Plan. The proposed Performance Agreement discussed herein is separate and distinct from that contribution).

The City, in conjunction with the Charlottesville Economic Development Authority ("CEDA"), has used the performance agreement concept in the past to incentivize significant capital investment and job creation. In this case, the same process is proposed, but with the creation of affordable housing units as the performance criteria. There is no risk to the City, as the Grant occurs only after the investment has been made and once the additional tax increment materializes. The City does forego a portion of the real estate tax generated by the Project until the Agreement terminates.

At its July 15, 2024, Meeting, City Council passed a Resolution (#R-24-093) in support of this concept. The attached Agreement and Resolution further commit the City to this support.

Discussion

The Performance Agreement only impacts the additional real estate taxes generated above the current base value of the land. Upon completion, the difference between the assessed value and the base value will equal the incremental real estate tax. Once the taxes are paid and performance criteria are verified, the funds equal to fifty percent (50%) of the incremental real estate tax will be transferred via CEDA to an entity controlled by PHA. Per the Agreement, this cycle will repeat annually for thirty (30) years. The term of the Agreement is set to match the term of the primary financing and the percentage of increment allotted is designed to help fill the remaining Project funding gap and balance future City funding needs.

The Project consists of one (1) mixed-use building and one (1) multifamily building, with a total gross building area of 108,427 square feet and 105 parking spaces. The Project aims to create 71 units spanning the spectrum of affordability from thirty percent (30%) AMI to sixty percent (60%) AMI. Should the units cease to be affordable for any reason, the City's obligation to provide the Grant ends. These affordability terms will also be enforced by the state through Virginia Housing due to the Low Income Housing Tax Credit award.

PHA is pursuing a commitment of tax credits, as well as finalizing the remaining necessary Project financing with plans to begin construction in 2025. The Performance Agreement is a key piece of the remaining financing.

From a procedural standpoint, City Council would need to approve a resolution agreeing to commit the amount of the real estate tax increment to the Authority each year following verification of grant requirements. As Council is prohibited from obligating future funds, this resolution is one of "intent" and thereby non-binding. CEDA would create a Performance Agreement with the developer to manage the process and would also approve a similar resolution to grant the amount of the tax increment to the developer annually.

From a policy standpoint, the proposed Performance Agreement does not impact the general fund budget as the grant is generated solely from the increase in real estate revenue received from the project. If the project is stalled or never completed for any reason, the increase in taxes is not realized, and therefore, the city is not obligated to fund the agreement.

Alignment with City Council's Vision and Strategic Plan

This action aligns with the City's Strategic Plan Framework and specifically the Strategic Outcome Area of Housing, which seeks to provide housing choices and mobility options for all.

Community Engagement

Significant community engagement occurred in conjunction with the recently developed Cherry Avenue Small Area Plan. This Project aligns with numerous elements of the Small Area Plan.

Budgetary Impact

This action aligns with the City's Strategic Plan Framework and specifically the Strategic Outcome Area of Housing, which seeks to provide housing choices and mobility options for all.

Recommendation

City Staff recommends approval of the Resolution.

Alternatives

City Council can decline to adopt the attached Resolution supporting the Performance Agreement.

Attachments

1. 501 Cherry Council Resolution & Performance Agreement 03.04.25

**APPROVING RESOLUTION OF THE
CITY COUNCIL
OF THE CITY OF CHARLOTTESVILLE, VIRGINIA**

WHEREAS, the Economic Development Authority of the City of Charlottesville, Virginia (**the “Authority”**), a political subdivision of the Commonwealth of Virginia (**the “Commonwealth”**), was established to promote the safety, health, welfare, convenience or prosperity of the inhabitants of the City of Charlottesville, Virginia a municipal corporation and body politic and a political subdivision of the Commonwealth of Virginia (**the “City”**) by improving and rehabilitating a distressed area of the City which will enhance the tax base in the City and create opportunities for commercial and other economic development in the City; and

WHEREAS, the City Council of the City (**the “City Council”**) is empowered pursuant to Section 15.2-953 of the *Code of Virginia*, 1950, as amended (**the “Code”**), to make appropriations of public funds to the Authority for the purpose of promoting economic development in the City; and

WHEREAS, the Authority is empowered pursuant to Section 15.2-4901, *et seq.*, of the Code to, among other things, accept contributions, grants and other financial assistance from the City and make grants to any person, partnership, association, corporation, business, or governmental entity for the purposes of promoting economic development in the City; and

WHEREAS, the Authority, pursuant to that certain proposed Performance Agreement (**the “Agreement”**) by and among the Authority and Piedmont Housing Alliance, a non-profit 501(c)(3) organization under the Internal Revenue code of 1986 as amended, including its permitted successors and assigns (**the “Developer”**), attached hereto as **Exhibit I**, is proposing to provide a certain financial incentive grant (**the “Grant”**) to the Developer in order to encourage and induce the Developer to invest a significant amount of money into real estate improvements, described as 501-A Cherry Avenue planned development consisting of 71 units (**the “Investment”**) located in the City and such 71 units are described and depicted on Exhibit A of the Agreement (**the “Property”**) along with the other requirements included in such Investment as set forth in Exhibit B to the Agreement; and

WHEREAS, the Authority, while recognizing that the City Council is not empowered under Virginia law to make any binding commitment beyond the current fiscal year of the City, has requested that the City Council annually appropriate monies to the Authority for the purpose of promoting economic development in the City by funding certain financial obligations of the Authority pursuant to and during the term of the Agreement; and

WHEREAS, there has been presented to this meeting a draft of the Agreement which sets forth the understanding and agreement between the Authority and the Developer.

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

1. The City Council finds and determines that the terms and conditions of the Agreement, including the provisions for the Grant, is consistent with the mission, goals and purposes of the Authority.
2. It is the current intention of the City Council to make sufficient annual appropriation of monies to the Authority for the purpose of promoting economic development in the City by funding certain financial obligations of the Authority pursuant to and during the term of the Agreement.
3. The City Manager or any other officer charged with the responsibility of preparing the City budget is hereby authorized and directed to include in the City budget for each fiscal year of the City during the term of the Agreement a request that the City Council appropriate sufficient monies to the Authority for the

purpose of promoting economic development in the City and funding certain financial obligations of the Authority pursuant to the terms of the Agreement during such fiscal year.

4. The City Manager is hereby authorized to acknowledge the City's understanding of the Agreement and to execute such documents as he deems appropriate in relation to such Agreement.

5. All other acts of the City Manager, the Director of Economic Development or any other officer of the City relating to the purposes and intent of this resolution are hereby approved and ratified.

6. This resolution shall take effect immediately.

ADOPTED: _____, 2025

CERTIFICATION OF ADOPTION OF RESOLUTION

I, the undersigned Clerk of the City Council of the City of Charlottesville, Virginia, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the members of the City Council at an open meeting duly called and held on _____, 2025 and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof. The following represent the votes taken at such meeting:

Member	Ayes	Nays	Abstentions
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WITNESS my hand and the seal of the City, this __ day of _____, 2025.

Clerk of the City Council of the
City of Charlottesville, Virginia

[SEAL]

Exhibit I

Performance Agreement

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** (the “**Agreement**”) is made and entered this ____ day of ____, 2025 (the “**Effective Date**”), by and among Piedmont Housing Alliance, a non-profit 501(c)(3) organization under the Internal Revenue Code of 1986, as amended (, including its permitted successors and assigns, the “**Recipient**”), and the Economic Development Authority of the City of Charlottesville, Virginia, a political subdivision of the Commonwealth of Virginia (the “**Authority**”) and acknowledged by the City of Charlottesville, Virginia, a political subdivision of the Commonwealth of Virginia (the “**City**”).

WHEREAS, the Recipient, or a subsidiary, plans to invest a significant amount of money to develop the Project, as defined below, on the Site, as defined below;

WHEREAS, the City and the Authority have determined that the Project will result in significant investment and economic development on the Site, will promote safe and affordable housing in the City, will result in substantial benefits to the welfare of the City and its inhabitants, is in the public interest, and serves governmental interests;

WHEREAS, the City plans to provide monies to the Authority to enable the Authority to enter into a performance agreement providing grant funding (the “**Funding**”) by the Authority to the Recipient for the purpose of inducing the Recipient to construct and operate the Project in the City and to assist the Recipient in obtaining the capital necessary for construction of the Project;

WHEREAS, payment of the Funding will be conditioned upon Recipient’s completion of construction and continued maintenance of the Project and the funds comprising payments of the Funding will be solely limited to an amount equal to a portion of the Incremental Real Estate Tax Revenues (as hereinafter defined) for the Site generated by the Project and the increase in assessed value of the Site by the City above the Base Year Tax Revenue, as defined herein (i.e., including both the fee interest and leasehold interest, if applicable in the land and all improvements), all as set forth herein;

WHEREAS, the City is authorized by Section 15.2-953 of the Code of Virginia of 1950, as amended, (the “**Code of Virginia**”) and other laws, and the Authority is authorized by the Industrial Development and Revenue Bond Act, contained in Chapter 49, Title 15.2 of the Code of Virginia, (the “**Act**”) and other laws to perform the activities contemplated in this Agreement. The Authority is authorized by the Act to make grants and provide funding to non-profit organizations and other organizations, such as the Recipient or any person, partnership, association, corporation, business, or governmental entity, as provided herein, to enable them to accomplish such purposes for the benefit of inhabitants of the Commonwealth of Virginia and for the promotion of their health, welfare, convenience or prosperity specifically under Sections 15.2-4905(12) and (13) of the Act to accept monies from the City and to make grants and provide funding to any entity in furtherance of the purposes for which the Authority was created; and

WHEREAS, this Agreement sets forth the understanding of the parties concerning the Recipient’s obligations, the Authority’s obligations, and any appropriations made by the City Council of the City (the “**City Council**”), subject to the initial approval of the Authority’s Board and the City Council and subject to annual appropriations by the City Council and any conditions to

funding herein;

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

Section 1. Preliminary Provisions

1.1 Incorporation of Recitals. The foregoing recitals are incorporated herein by reference.

1.2 Definitions. For the purposes of this Agreement, the following terms shall have the following definitions:

“AMI” means area median gross income for the Charlottesville Metropolitan Statistical Area for each applicable year of the Funding Period.

“Approved Lender” means any institutional lender reasonably approved by the Authority in writing upon the request by the Recipient after providing reasonable documents and information requested by the Authority.

“Base Real Estate Tax Revenue” means \$7,877 per year, being the amount equal to the real estate taxes levied on the Site for the current tax year as of the Effective Date.

“Funding” means a grant funding to be paid to the Recipient, or its successors or assigns, by the Authority pursuant to this Agreement.

“Funding Payment” means, for each real estate tax year during the Funding Period, an amount equal to 50% of the Incremental Real Estate Tax Revenue for such corresponding tax year. The Parties acknowledge that the annual real estate tax levy is and may in the future be billed and due in installments (currently twice a year); therefore, as used herein “Funding Payment” shall include payments of 50% of the Incremental Real Estate Tax Revenue for each installment payment corresponding to the applicable Real Estate Tax Levy as prorated for the applicable installment period.

“Funding Period” means that certain period commencing upon Recipient’s completion of Project construction, as shall be evidenced by receipt of a temporary Certificate of Occupancy (“Funding Commencement Date”) and ending thirty (30) years following the Funding Commencement Date (“Funding Expiration Date”). The parties acknowledge that the “Real Estate Tax Levy” for the last year of the Funding Period may not be received by the City until after the Funding Expiration Date, and that a Funding Payment shall be paid to Recipient corresponding to such Real Estate Tax Levy.

“Incremental Real Estate Tax Revenue” means, for each applicable real estate tax year during the Funding Period, the amount by which the Real Estate Tax Levy exceeds the Base Real Estate Tax Revenue, provided Recipient pays the Real Estate Tax Levy to the City in full and on time (except as provided in Section 3.3 below). In no event shall the Incremental Real Estate Tax Revenue (or the Funding Payment) include penalties, interest, or any other charges resulting from any

delinquent payment. The Parties acknowledge that the Real Estate Tax Levy is and may in the future be billed and due in installments (currently twice a year); therefore, as used herein. “Incremental Real Estate Tax Revenue” shall be determined based on the applicable payment (or installment) of the Real Estate Tax Levy for each applicable real estate tax year.

“Investment” means the Recipient’s plans to fund the construction and related costs of the Project with significant equity and loan funds of approximately \$25 million.

“Investor Member” means that certain low-income housing tax credit investor designated by the Recipient. The Recipient shall provide the name and notice address of such designated investor member to the Authority.

“Maintain” means the Recipient’s continued maintenance in accordance with the applicable Virginia Statewide and City building codes and operation of the Project following completion of Project construction as affordable housing, as set forth by Section 2.2.2 of this Agreement.

“Project” means a development on the Site containing not less than 71 residential units, subject to income and rent restrictions as set forth in Section 2.4 and as shown on Exhibit B, and monitored by the State Housing Finance Agency.

“Real Estate Tax Levy” means the amount of real estate taxes levied by the City on the Site (including both the fee interest (and leasehold interest, if applicable)) and Project (i.e., including land and all improvements) for a given real estate tax year, pursuant to Chapter 30 of the Code for the City (“City Code”).

“Recipient” means Piedmont Housing Alliance, a non-profit 501(c)(3) organization under the Internal Revenue Code of 1986, as amended, and its successors and assigns, to the extent permitted by this Agreement.

“Site” means that certain 1.40-acre parcel currently owned by W P 501 Cherry LLC, located at 501 Cherry Avenue and currently referred to in the records of the City Assessor as Parcel No. 290178000 and as further described in Exhibit A.

“State Housing Finance Agency” means Virginia Housing (formerly known as Virginia Housing Development Authority), a political subdivision of the Commonwealth of Virginia, or its successor.

Section 2. Recipient’s Obligations

2.1 Completion of Project Construction; Timeline.

2.1.1 Plan of Development. Recipient shall submit a Plan of Development or similar submission for the Project to the City’s Director of Neighborhood Development Services no later than approximately nine (9) months after the Effective Date, which Plan of Development or similar submission shall comply with the relevant provisions of the City Code and shall contain all elements of the Project as defined herein.

2.1.2 Commencement of the Project Construction. Recipient shall commence construction of the Project within approximately eighteen (18) months of the Effective Date, (the “**Construction Commencement Date**”), which shall be subject to force majeure extensions upon notice from Recipient to the City that shall not exceed nine (9) months, and shall be evidenced by the issuance of all permits necessary for commencement of construction of the Project.

2.1.3 Completion of Project Construction. Recipient shall complete the Project within three (3) years of the Construction Commencement Date, which shall be subject to force majeure extensions upon notice from Recipient to the City or extensions required by an Approved Lender, either of which shall not exceed nine (9) months, and shall be evidenced by the issuance of a temporary certificate of occupancy for the Project.

2.1.4 Failure to Comply. If Recipient fails to timely comply with any of the provisions of this Section 2.1 then the Authority’s Executive Director, in his or her sole discretion, may either extend the time by which Recipient must comply with the corresponding requirement or provide written notice of the Authority’s intent to terminate this Agreement (which shall be delivered to the Recipient and the State Housing Finance Agency or Approved Lender). The Investor Member of the Recipient may provide its notice address, in which event, the Authority will use commercially reasonable efforts to include the Investor Member on any such written notices and permit the Investor Member to effect a cure. If Recipient or its Investor Member fails to cure its failure to comply within 30 days of such written notice then this Agreement (however, if such cure cannot reasonably be effected within such 30-day period, then such reasonable period of time as is necessary not to exceed 120 days provided the Recipient (or its Investor Member on its behalf) has promptly commenced and is diligently pursuing such cure, including all rights and obligations herein, shall, upon the Authority’s election and subject to the rights of Approved Lender under Section 6.3 hereof, terminate and neither the City nor the Authority shall have any further obligation to the Recipient and Recipient shall no longer be eligible for any Funding Payments hereunder.

2.2 Continued Maintenance and Operation of Project.

2.2.1 Continued Control of the Project by Recipient. Recipient shall continue to own, lease, or otherwise control the Site until completion of the Project construction pursuant to Section 2.1.3 of this Agreement and thereafter shall continue to own, lease, or otherwise control the Project until expiration of the Funding Period. Notwithstanding the foregoing, Recipient may transfer the ownership in the Project to third parties (“**Permitted Transferee**”) but only if the Authority has provided prior written permission, in its sole discretion, for the transfer to the Permitted Transferee following review by the Authority of the Permitted Transferee’s organization and information relating to such Permitted Transferee’s financial condition, and following such approval, Recipient may (1) assign this Agreement, including the rights and obligations herein to such party or parties at the time it transfers ownership in the Project (including any leasehold interests), and (2) if the Agreement is assigned, Recipient shall provide the Authority 30 days’ prior written notice of its intent to transfer ownership in the Project, which notice shall include the contemplated date of transfer, the name of the party or parties to which it intends to transfer, and a written statement from such party that it is aware that this Agreement, including the rights and obligations herein, will be assigned to such party and such Permitted Transferee shall be

bound by all terms of this Agreement. Following the transfer of ownership in the Project to the Permitted Transferee as provided above, the term “Recipient” as used herein shall mean the Permitted Transferee. Any transfers by or related to a foreclosure or deed in lieu thereof by an Approved Lender are deemed approved. Notwithstanding anything to the contrary herein, the Recipient intends to assign this Agreement to 501-A Cherry, LLC and 501-B Cherry, LLC (both of which are intended to be affiliates of the Recipient and each a Permitted Transferee) to complete the Project and such assignment is approved by the Authority and acknowledged by the City. Such assignment shall not relieve the Recipient of any of its obligations under this Agreement.

2.2.2 Continued Maintenance and Operation of the Project. Following Recipient’s completion of Project construction as set forth in Section 2.1.3 of this Agreement, the Recipient, or its permitted successors or assigns, shall continue to Maintain the Project until the expiration of the Funding Period. For avoidance of doubt, Recipient’s obligation to Maintain the Project includes Recipient’s ongoing compliance with the provisions set forth in Section 2.4 (Affordable Housing) of this Agreement.

2.3 MBE Participation.

2.3.1 Goal. The Recipient agrees to diligently work towards the following goal: Where capacity, capability and competitive pricing among minority business enterprises and emerging small businesses exists, 30% of all expenditures for construction costs of the Project that will be paid to third party subcontractors unaffiliated with the Recipient will be spent with minority business enterprises and emerging small businesses that perform commercially useful functions with regard to the prosecution and completion of the Project. The Recipient shall include this goal in its contracts with all assignees, contractors and subcontractors who will be providing any portion of the Project. The Recipient further agrees to encourage contractors and sub-contractors during the construction phase of the Project to provide employment opportunities for City residents, and to that end, to work closely with the City of Charlottesville Office of Economic Development and the Central Virginia Partnership for Economic Development and the Virginia Workforce Center if recruitment, screening, and training of residents is required.

2.3.2 Reporting. To enable the City to measure the achievements of the Recipient and its assignees, contractors and subcontractors with regard to the participation goals set forth above, during the period prior to completion of Project construction, the Recipient shall submit a report, upon request, detailing all expenditures with minority business enterprises and emerging small businesses, showing, at a minimum, (i) the name of the business, (ii) an itemization of what the business provided, (iii) the amount paid for each item, (iv) the total amount of spending to date with minority business enterprises and emerging small businesses and (v) the percentage of total expenditures for the quarter spent with minority business enterprises and emerging small businesses. If the City chooses, the Recipient shall submit these reports on forms reasonably prescribed by the City.

2.4 Affordable Housing.

The Recipient shall restrict occupancy and rents of the Project according to the schedule shown on Exhibit B, according to standards promulgated by the State Housing Finance Agency or as

otherwise approved in writing by the Authority at the written request of the Recipient. Ongoing compliance monitoring and approvals by the State Housing Finance Agency, as provided to the City upon the City's request, shall serve as evidence of the Recipient's compliance with this section.

Section 3. Disbursement of Funding.

3.1 Funding. Subject to the provisions of this Section 3, during the Funding Period, the Authority shall pay to Recipient (subject to annual appropriation by the City Council) the Funding Payments for such real estate tax year (e.g. the amount equal to 50% of the Incremental Real Estate Tax Revenue for such corresponding tax year), beginning 15 months following the annual valuation of the Project by the City Assessor, which can be done as early as the Completion Date, which is defined as any time after a certificate of occupancy has been issued by the City for at least 50% of the residential units in the Project (i.e. **(35) units**) **(the "Completion Date")** and annually thereafter, within ninety (90) days following receipt by the City of the annual assessed real property taxes paid by the Recipient (or subsequent owners of the Project) related to the Project. The Funding shall be paid by the Authority to the Recipient (or its Permitted Transferees), annually during the term of this Agreement, which is 30 years from the Completion Date, subject to annual appropriations by City Council.

3.2 Intentionally Deleted.

3.3 Disbursement of Funding Payment. Subject to any necessary City Council action, including any necessary budget amendment or whether the City Council has determined to appropriate funds to the Authority for such purpose, the Authority agrees to pay the Funding Payment to Recipient (or its Permitted Transferees or to such party to which Recipient has assigned Funding Payments pursuant to Section 9.1 of this Agreement), within fifteen (15) business days of receipt of the funds from the City. Disbursement of the Funding Payment to the Recipient is contingent upon the following:

- a) the Recipient certifies that it has made the Investment in the Project no later than the Completion Date and providing the City and the Authority, at either of their request, with reasonable evidence of the amount of such investment, and certifies its continued Maintenance of the Project, including, if requested by the City or Authority, any reasonable evidence of such Maintenance, including inspections during normal business hours upon advanced written notice;
- b) the Recipient and any subsequent owner or owners of all or any portion of the Project agreeing not to contest any increase in assessed value for the Project for any year on which a Funding is based;
- c) to the extent that the assessed value of the Project is decreased for any reason during the term of this Agreement, the amount of Funding shall be reduced by the tax decrease based on the decrease in Incremental Increased Value; and
- d) no Funding shall be paid so long as any taxes of any kind due and owing to the City by the Recipient or subsequent owner or owners of all or any portion of the Project remain unpaid or if the assessed value for the Project is being contested. Recipient agrees to pay all taxes due to the City in a timely manner.

3.4 Recipient's Relief. Should Recipient believe the Authority failed to comply with Section 3.3 of this Agreement, Recipient may seek relief in accordance with Section 9.2 of this Agreement. Provided, however, Recipient's sole remedy shall be to receive payment for a Funding Payment to which it was entitled (subject to the restrictions set forth in this Agreement, including, but not limited to, Sections 3.3 and 9.5) and for which it did not receive payment.

Section 4. General Administration of Funding

4.1 The City has agreed to transfer to the Authority, subject to appropriation by the City Council, the funds necessary for the Authority to meet its obligations under this Agreement relating to the Funding. No administrative fees or expenses shall be paid by the City.

4.2 The Authority's obligation to undertake the activities herein is specially conditioned upon the City providing funding on a timely basis; provided, however, the City's obligation is subject to annual appropriation by the City Council.

4.3 The Authority agrees to provide the City Manager, or the designee thereof, with copies of all documents related to this Agreement and will keep the City Manager fully and timely informed of all matters related to this Agreement.

4.4 The Authority agrees that all funds transferred by the City to the Authority for the Funding shall be deposited by the Authority within a Project Fund, to be used only to satisfy the obligations contained in this Agreement related to the Funding.

4.5 It is the intent of the parties not to impose upon the Authority any responsibility, duty, or obligation other than what may be required to implement the Funding. Accordingly, Authority does not assume any responsibility or liability whatsoever except as specifically stated herein. If litigation involving the Funding is initiated or expected to be filed against the Authority, the Authority shall immediately notify the City Attorney and the City Manager.

4.6 The Authority shall keep records of its financial transactions, if any, related to this Agreement in accordance with generally accepted accounting principles. The City Auditor or his designee may at any time audit the financial transactions undertaken under this Agreement. The Authority shall cooperate to ensure that the City Auditor is granted reasonable access on a timely basis to all books and records of the Authority necessary to complete such audits.

4.7 Intentionally Deleted.

4.8 The Recipient shall pay a non-refundable application fee of \$1,500 to proceed with this Agreement.

4.9 The Recipient shall pay an annual administrative fee of \$1,500 upon the anniversary of the Effective Date. Such annual administrative fee shall be due regardless of whether grant disbursement is underway or not.

Section 5. Representations of the Recipient

5.1 The Recipient is empowered to enter into this Agreement, to be bound hereby, and to perform according to the terms hereof.

5.2 Any and all actions necessary to enable the Recipient to enter into this Agreement, and to be bound hereby, have been duly taken.

5.3 The person or persons executing or attesting the execution of this Agreement on behalf of the Recipient has or have been duly authorized and empowered to so execute or attest.

5.4 The execution of this Agreement on behalf of the Recipient will bind and obligate the Recipient to the extent provided by the terms hereof.

5.5 There exists no litigation pending against the Recipient or to the Recipient's knowledge threatened, which if determined adversely, would materially and adversely affect the ability of the Recipient to carry out its obligations under this Agreement or the transactions contemplated hereunder.

5.6 The Recipient will comply with all applicable federal, state and local laws and secure all plans, approvals, bonds and permits as may be necessary or appropriate for the construction of the Project and the occupancy thereof.

Section 6. Default

6.1 Events of Default. Each of the following events (hereinafter called an “**Event of Default**”) shall be a default hereunder by the Recipient as described:

6.1.1 Failure by the Recipient to maintain its corporate existence or the declaration of bankruptcy by the Recipient;

6.1.2 The failure of Recipient to comply with Section 2 and Section 3.3 of this Agreement; and

6.1.3 The failure of Recipient to pay annual Real Estate Tax Levy.

6.2 Effect of Event of Default. Subject to Section 6.3 below, in the case of an occurrence of an Event of Default, the Funding provisions of Section 3 of this Agreement shall, at the Authority's option, terminate ninety (90) days after the Authority's notice to Recipient and the State Housing Finance Agency or, the Approved Lender and, as provided herein, the Investor Member, unless Recipient (or at their option and without any obligation to do so, the Approved Lender or Investor Member) cures the Event of Default to the Authority's satisfaction within such ninety (90) days, and neither the City nor the Authority shall have any further obligation relating thereto and the Recipient shall no longer be eligible for any Funding Payments hereunder. Notwithstanding the foregoing, provided the Authority adheres to the Funding provisions of Section 3 of this Agreement, Recipient's obligations hereunder will remain in force and effect throughout the Funding Period and the Authority shall be entitled to any remedies available at law and equity, including, but not limited to, specific performance.

6.3 Notice and Right to Cure. The Authority will use commercially reasonable efforts to provide

written notice of any default by Recipient under this Agreement to any Approved Lender and Investor Member. Each Approved Lender and the Investor Member shall be permitted to cure any default by Recipient under this Agreement. Such Approved Lender and Investor Member shall have the same period for remedying any default or causing the same to be remedied, as is given Recipient after the giving of such notice to Recipient. However, if such cure cannot reasonably be effected within such period, then such reasonable period of time as is necessary not to exceed 120 days provided any Approved Lender and Investor Member has promptly commenced and is diligently pursuing such cure. The Authority agrees to accept payment or performance by any Approved Lender or Investor Member as though the same had been done by Recipient.

Section 7. Recipient Reporting.

The Recipient shall provide, at Recipient's expense, detailed updates and verification reasonably satisfactory to the Authority of Recipient's progress regarding completion of Project construction and, following Project construction, of Recipient's continued compliance with Section of this Agreement.

Section 8. Notices.

Any notices required or permitted under this Agreement shall be given in writing, and shall be deemed to be received five (5) business days after being mailed by first class mail, postage prepaid, return receipt requested, or one (1) business day after being placed for next day delivery with a nationally recognized overnight courier service, or upon receipt when delivered by hand, addressed as follows:

if to the Recipient, to:

Piedmont Housing Alliance
682 Berkmar Circle
Charlottesville, VA 22901

with a copy to:

Erik T. Hoffman
Klein Hornig LLP.
1325 G Street NW. Ste 770
Washington, D.C. 20005

With copies to the State Housing Finance Agency or Approved Lender at the addresses provided by written notice to the Authority.

if to the City, to:

Office of Economic Development
City of Charlottesville, Virginia
610 E. Market Street
Charlottesville, VA 22902

if to the Authority, to:

Economic Development Authority
of Charlottesville VA – Attn: Exec. Dir.

with a copy to:

Daniel M. Siegel, Esquire
Sands Anderson PC

Section 9. General Terms and Conditions.

9.1 Entire Agreement; Amendments; Assignments. This Agreement constitutes the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto. Except as specifically provided herein, the Authority reserves the right in its sole discretion to approve any assignment of this Agreement by the Recipient to any individual or entity and, the ownership interests of any such entity must be disclosed to the Authority, and for any Investor Member, must disclose the name of the individual, managing member, or general partner of the Investor Member, who maintains control of such entity or owns more than a 25% interest in the Investor Member. The Authority will have the notice and consent rights with respect to any change of the Recipient stipulated in paragraph (c) below.

- a) Recipient shall have the right to assign its interest in the Site and Project to any future owner, provided the Recipient first shall have complied with the requirements set forth in Section 2.2.1 of this Agreement and shall have submitted to the Authority the form of all instruments by which it purports to make such assignment and shall have obtained the Authority's prior written approval thereof, which approval shall not be unreasonably withheld, in which event the assignor shall be released from all obligations and liabilities under this Agreement and any such assignee shall be bound by all the terms and conditions of this Agreement, including but not limited to the Investment amounts and other requirements set forth in this Agreement.
- b) Recipient shall have the right to grant to the State Housing Finance Agency or an Approved Lender a security interest in, and assignment of, Recipient's rights hereunder as collateral for the loan to be provided by a lender providing funds for the development, acquisition, refinancing, or rehabilitation of the Project, and any action taken by such lender to realize on such security interest or assignment and performance thereafter shall be deemed permitted under this Agreement, provided the Recipient first shall have submitted to the Authority the form of all instruments by which it purports to grant such security interest and assignment and shall have obtained the Authority's prior written approval thereof, in its sole discretion (a "**Collateral Assignment**"), but no such consent shall be required to the exercise by an Approved Lender or any assignee of an Approved Lender of its right to perform Recipient's obligations hereunder after a default by Recipient under the applicable loan documents.

The Authority agrees that the State Housing Finance Agency (or an Approved Lender) shall not have any liability for any act or omission of Recipient hereunder and shall only be liable hereunder for obligations arising during such time as it is the owner of Recipient's interests in the Site and the Project pursuant to foreclosure, deed in lieu of foreclosure or otherwise.

- c) The Recipient will provide advanced written notice, along with any reasonable

documentation requested by the Authority regarding the proposed replacement member manager or managers, and consent rights to the Authority for any change in its corporate structure. Pursuant to the operating agreement of any affiliate of the Recipient, the Investor Member is expected to have certain default rights and remedies with respect to the Recipient. The Authority consents to any such rights of the Investor Member; however, the Investor Member will provide notice of such removal and documentation of any affiliate of the Investor Member that has taken over the roles and responsibilities of the Recipient. The Investor Member will provide advanced written notice of any transfer of such Recipient interests to an unrelated party (“**Proposed MM Transferee**”), which notice will include the corporate resume of such Proposed MM Transferee, including biographies of the principals of such organization, affordable housing experience, and three (3) references, including one reference from a state allocating agency. The Authority will have the right to reasonably consent to such Proposed MM Transferee; however, such consent must be provided within thirty (30) days of receipt of the written notice, and any denial of consent shall include specific reasons therefor. The Authority review should be to confirm the Proposed MM Transferee owns at least five (5) affordable housing properties and has no outstanding IRS 8823 violations, no outstanding HUD REAC violations resulting in HUD “red flags”, and is in good standing in the Commonwealth of Virginia and the City on corporate and tax filings. Failure to timely respond as provided above to a request for such consent shall be deemed the consent of the Authority.

9.2 Governing Law; Venue. All issues and questions concerning the construction, enforcement, interpretation and validity of this Agreement, or the rights and obligations of the parties shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia. Any and all disputes, claims and causes of action arising out of or in connection with this Agreement, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Charlottesville, Virginia. Each party shall be responsible for its own attorneys’ fees in the event of any litigation or other proceeding arising from this Agreement.

9.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

9.4 Severability. If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

9.5 Subject-to-Appropriations. All payments and other performances by the Authority under this Agreement are subject to City Council’s initial approval of acknowledgement and Authority Board’s initial approval of this Agreement (both evidenced by their execution of this Agreement) and subject to the annual appropriations by the City Council. It is understood and agreed among the parties that the Authority shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement. The parties to this

Agreement acknowledge that under no circumstances shall the City's or the Authority's total liability under this Agreement exceed the total amount of funds appropriated by the City Council for the payments hereunder for the performance of this Agreement.

9.6 Public Disclosure.

9.6.1 Applicable Law. The parties to this Agreement acknowledge that records maintained by or in the custody of the Authority are subject to the provisions of the Virginia Public Records Act, Va. Code §§ 42.1-76 through 42.1-90.1, and the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 through 2.2-3714 and thus are subject to the records retention and public disclosure requirements set forth in those statutes.

9.6.2 Challenges to Nondisclosure. If a party submitting records to the Authority requests that those records not be disclosed under applicable law and the Authority consequently denies a request for disclosure of such records based on the submitting party's request, and the Authority's denial of a request for disclosure of records is challenged in court, the submitting party shall indemnify, hold harmless and defend the Authority, its respective officers, directors, agents and employees from any and all costs, damages, fees and penalties (including attorney's fees and other costs related to litigation) relating thereto.

9.7 No Waiver. Neither failure on the part of the Authority to enforce any covenant or provision contained in this Agreement nor any waiver of any right under this Agreement shall discharge or invalidate such covenant or provision or affect the right of the Authority to enforce the same right in the event of any subsequent default.

9.8 Effective Date of the Agreement. The effective date of this Agreement shall be the date upon which it has been fully executed by the parties following approval by City Council and by the Authority's Board.

9.9 No Partnership or Joint Venture. It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstance whatsoever as creating and establishing the relationship of copartners or creating or establishing a joint venture between or among any of the parties or as designating any party to the Agreement as the agent or representative of any other party to the Agreement for any purpose.

9.10 No Third Party Beneficiaries. Except as specified in any Collateral Assignment and as specified herein, the parties agree that (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Agreement; (ii) the provisions of this Agreement are not intended to be for the benefit of any individual or entity other than the City, the Authority, an Approved Lender, and the Recipient; (iii) no other individual or entity shall obtain any right to make any claim against the City, the Authority, or the Recipient under the provisions of this Agreement unless pursuant to a Collateral Assignment; and (iv) no provision of this Agreement shall be construed or interpreted to confer third-party beneficiary status on any individual or entity.

9.11 Signature Authority. Except as specifically otherwise set forth in this Agreement, the Authority Chair or the designee thereof may provide any authorization, estoppels, approvals, and notices contemplated herein on behalf of the Authority and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Performance Agreement as of the date first written above.

Piedmont Housing Alliance
a Virginia non-profit corporation

By: _____
Sunshine Mathon, Executive Director

**ECONOMIC DEVELOPMENT
AUTHORITY OF THE CITY OF
CHARLOTTESVILLE,
VIRGINIA,**
a political subdivision of the
Commonwealth of Virginia

By: _____
Chairman Date

Approved as to Form:

By: _____
General Counsel to the Authority

**ACKNOWLEDGED BY
THE CITY OF CHARLOTTESVILLE, VIRGINIA**

By: _____
City Manager

Approved as to Form:

By: _____
City Attorney's Office

EXHIBIT A

Property Description for 501-A Cherry Avenue Development

www.foresightpc.com
434-589-8395

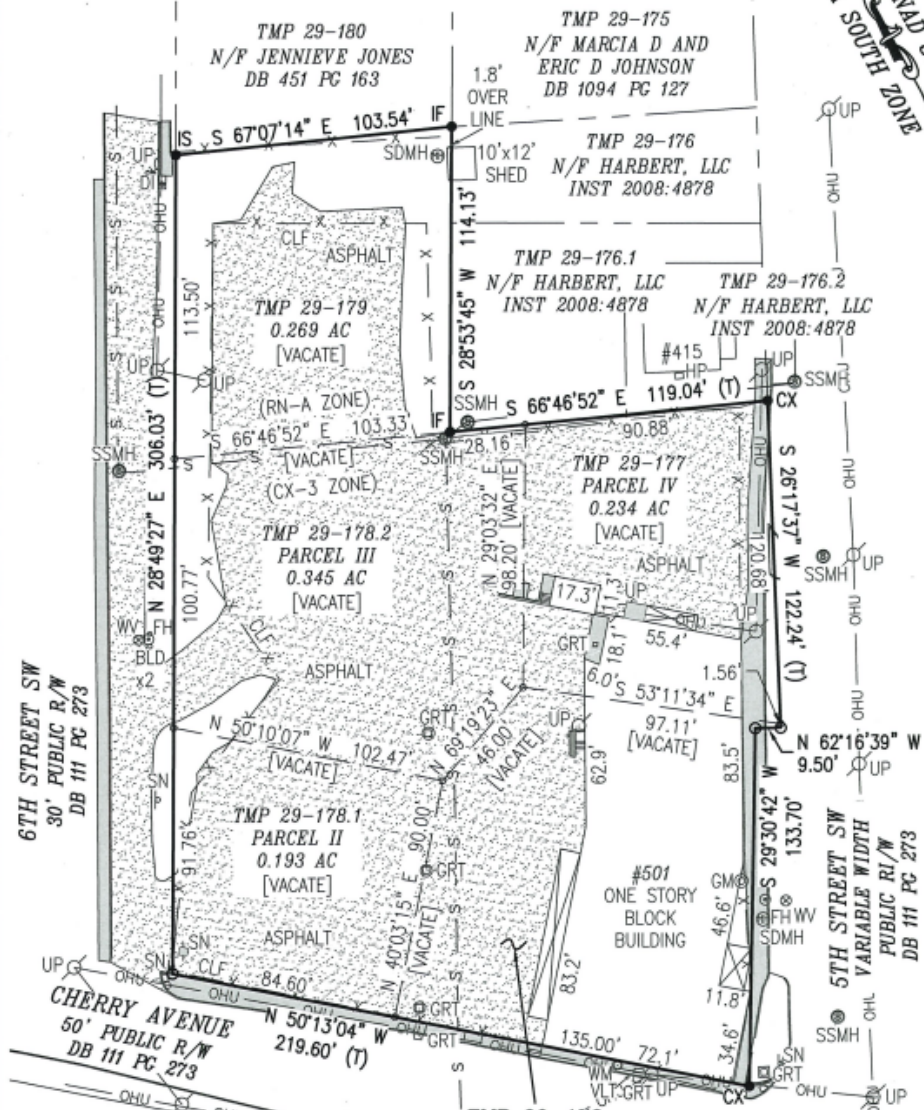
IGHT

D PLANNING

E High Street, Suite C
Charlottesville, VA 22902

NOTES

1. SEE SHEET ONE FOR LEGEND.
2. EASEMENTS SHOWN ON SHEET 3.



VACATION PLAT OF
TAX MAP PARCEL 29-177,
TAX MAP PARCEL 29-178.1,
TAX MAP PARCEL 29-178.2 AND
TAX MAP PARCEL 29-179
CITY OF CHARLOTTESVILLE, VIRGINIA

TMP 29-178
PARCEL I
#501 CHERRY AVENUE
0.362 AC
+ 0.234 [29-177]
+ 0.269 [29-179]
+ 0.345 [29-278.2]
+ 0.193 [29-278.1]

1.403 AC
(61,135 SQ FEET)

REVISION:
CITY COMMENTS
(03-26-2024)



VACATION

JANUARY 26, 2024
SCALE: 1" = 50'
FILE: 22.158

SHEET
2 OF 3

EXHIBIT B

Affordable Housing Schedule

The Project shall restrict occupancy and rents to: (i) 8 units for households with incomes at or below 30% of the Charlottesville Area Median Income (AMI), (ii) 10 units for households with incomes at or below 40% AMI, (iii) 18 units for households with incomes at or below 50% AMI and (iv) 35 units for households with incomes at or below 60% of AMI according to standards promulgated by the State Housing Finance Agency, and subject to the conditions in the form Extended Use Agreement required by the State Housing Finance Agency for tax credit financing.

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



Agenda Date:	March 4, 2025
Action Required:	Approve Resolution
Presenter:	Alexander Ikefuna, Director, Office of Community Solutions
Staff Contacts:	James Freas, Deputy City Manager Alexander Ikefuna, Director, Office of Community Solutions Antoine Williams, Housing Program Manager
Title:	Resolution Designating Preservation of Affordable Housing, Inc.'s, Site at 10th and Wertland Street, SW Corner, as a Revitalization Area (Parcel Numbers: 100053000; 100039000; 100038000, and 100037000); (1 of 2 readings)

Background

Preservation of Affordable Housing, Inc. ("POAH"), is proposing a mixed-use residential redevelopment of a site located at 10th and Wertland Street, SW Corner ("Project"). The area is within Census Tract 2.02 and 60.7% of the residents are below poverty level, according to the 2023 American Community Survey, as well as meet the HUD income eligibility requirements. The site is owned by the University of Virginia Foundation under a multi-year lease arrangement with POAH. The Project proposes a mixed-use development with commercial on the first floor and 180 units, ranging from thirty percent (30%) AMI to below or at eighty percent (80%) AMI. It will include sixty-nine (69) one (1)-bedroom Units, ninety-four (94) two (2)-bedroom Units, and seventeen (17) three (3)-bedroom Units. The Project's total development cost is currently estimated at \$66,031,741. If the Low Income Housing Tax Credits ("LIHTC") Application is approved, construction is expected to start in April 2026.

POAH will be applying for LIHTC for the Project on March 13, 2025. This Application will be evaluated and scored based on criteria defined in the 2025 Qualified Allocation Plan, which factors in whether a property is in a designated revitalization area. LIHTCs are critical to the financing of the development of deeply affordable housing projects, and it is a competitive application process. The Project's final Site Plan is currently going through the Development Review Process and is anticipated to be approved later in 2025.

Discussion

Applications for the Virginia Housing (formerly VHDA) LIHTC Program are due on March 13, 2025. Projects seeking LIHTC support score more competitively if located within a revitalization area as defined by Virginia Code Section 36-55.30:2. The City's support in declaring the site a Revitalization Area, helps to ensure the Application receives the highest possible score.

Alignment with City Council's Vision and Strategic Plan

The proposed Project aligns directly with the 2023 City Council's Strategic Plan Framework for Housing and Partnership, and Vision. It addresses critical housing challenges within the City providing 180 for-rent affordable housing units accessible to low and moderate-income households. This proposal is also consistent with the City's 2021 Comprehensive Plan and Affordable Housing Plan.

Community Engagement

POAH has been having community meetings with the residents in the neighborhood.

Budgetary Impact

This request does not encumber any additional funding from the City Budget.

Recommendation

As to Revitalization Area Certification for POAH's 10th and Wertland site, SW Corner:

City Staff recommends City Council approve the attached Resolution declaring the POAH' site as being in a Revitalization Area based on the following:

1. The industrial, commercial, or other economic development of such an area will benefit the City or County, but such an area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare, or nonprofit enterprises or undertakings to locate or remain in such an area; and
2. Private enterprises and investments are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe, and sanitary housing and supporting facilities that will meet the needs of low- and moderate-income persons and families in such an area and will induce other persons and families to live within such an area and thereby create a desirable economic mix of residents in such an area.

Alternatives

City Council could choose not to support the Revitalization Area Certification for this Property, which may have a negative impact on the LIHTC Application scoring.

Attachments

1. Site Map
2. 10th and Werthland Site as Revitalization Area Resolution.rev

10th and Wertland Site



Not to Scale

RESOLUTION

**Revitalization Area Certification for Preservation of Affordable Housing, Inc.'s, ("POAH")
Site at 10th and Wertland, SW Corner**

Parcel Number:

**1105 W. MAIN STREET: 100053000
129 10th STREET, NW: 100039000
1000 WERTLAND STREET: 100038000
1010 WERTLAND STREET: 100037000**

WHEREAS, the site is within Census Tract 2.02, and 60.7% of the population are below the poverty level; and

WHEREAS, the (2023 five (5)-year) American Community Survey indicates that sixty percent (60%) or more residents of the Census Tract meet the United States Department of Housing and Urban Development income-eligibility requirements.

WHEREAS, an area may be designated a Revitalization Area by Resolution of a governing body, when such Resolution makes certain determinations as set out in Virginia Code § 36-55.30:2(A)(i)(b):

WHEREAS, the Council of the City of Charlottesville makes the following determinations related to the POAH site at 10th and Wertland, SW Corner and more specifically described as Parcel Numbers 100053000, 100039000, 100038000, and 100037000:

(1) the industrial, commercial, or other economic development of such area will benefit the City or County, but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare, or nonprofit enterprises or undertakings to locate or remain in such area; and,

(2) private enterprise and investments are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe, and sanitary housing and supporting facilities that will meet the needs of low- and moderate-income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Charlottesville, that based on the above determinations made that the POAH development site at 10th and Wertland, SW Corner and more specifically described in the Parcel Numbers 100053000, 100039000, 100038000, and 100037000, is designated a Revitalization Area.

Approved by Council
March 4, 2025

Kyna Thomas
Clerk of Council

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



Agenda Date: March 4, 2025

Action Required:

Presenter: Antoine Williams, Housing Program Manager

Staff Contacts: James Freas, Deputy City Manager
Alexander Ikefuna, Director, Office of Community Solutions
Brenda Kelley, Redevelopment Manager
Madelyn Metzler, Housing Compliance Coordinator
John Sales

Title: Ordinance Amending Memorandum of Agreement and its corresponding Ordinance (#O-24-089) authorizing a grant of public funding to subsidize the South First Street Phase Two Redevelopment Project of Charlottesville Redevelopment and Housing Authority (1 of 2 readings).

Background

On July 15, 2024, Charlottesville City Council approved an Ordinance (#O-24-089), authorizing a \$6 million grant to the Charlottesville Redevelopment and Housing Authority (CRHA) for the South First Street Phase Two Redevelopment Project. The Memorandum of Agreement (MOA) executed alongside the ordinance outlined the terms and conditions of funding, including pre-disbursement conditions, compliance reporting, and project milestones.

Under the terms of the agreement, construction was originally scheduled to commence by September 30, 2024, with an option for CRHA to request a one-time extension if delays were anticipated. However, construction did not commence by the deadline, and no formal extension request was submitted within the required timeframe. By the terms of the agreement, the agreement became void at the point when CRHA missed this deadline.

Following internal reviews, City staff identified challenges in compliance tracking, coordination, and milestone adherence that necessitate updates to the MOA. Discussions with CRHA and its development team on February 14, 2025, confirmed that adjustments to project timelines and compliance mechanisms are needed to ensure the project's success. To enhance oversight, strengthen reporting structures, and provide clearer accountability, staff recommends reauthorizing the ordinance with amendments to ensure a more structured path forward for both CRHA and City staff.

Discussion

The proposed amendments are designed to support project accountability while ensuring continued progress toward the City's affordable housing goals. These updates reflect a collaborative effort between City staff and CRHA, following a series of discussions aimed at identifying key challenges and solutions. The amendments focus on clarifying expectations, enhancing oversight, and ensuring transparency in project execution.

1. Project Milestones and Deadlines

- CRHA shall commence construction no later than **July 1, 2025**.
- The project must be **substantially completed by July 31, 2027**.
- Extension requests must be submitted **at least 30 days prior to a deadline**, with justification and a corrective action plan.

2. Compliance and Reporting Measures

- a. CRHA shall submit **semi-annual compliance reports**, including:
 - b. Construction progress updates.
 - i. Financial expenditures and adherence to the project budget.
 - ii. Affordability compliance verification (tenant income certification).
 - iii. Applicable updates regarding LITHC and/or HUD compliance.
- c. Formal **semi-annual compliance check-ins** shall be held between CRHA and City staff.

3. Enforcement and Remedies for Non-Compliance

- a. A **tiered enforcement structure** shall be implemented:
 - i. **Action 1:** Written notice of non-compliance with a 30-day correction period.
 - ii. **Action 2:** Suspension of future funding disbursements and eligibility until compliance is achieved and supported with documentation.
 - iii. **Action 3:** Potential termination of the agreement and recapture of unexpended funds; and potential eligibility restrictions to future use of grants of public funds by the City.

4. Monitoring and Financial Coordination

- a. **Ongoing site inspections and financial assessments will be performed to verify project advancement and ensure compliance with budgetary constraints.** Under the revised ordinance, the stipulation requiring the City to withhold 5% of grant funds until project completion and compliance verification has been eliminated. This adjustment is designed to mitigate the risk of noncompliance with the City's bonding requirements.
- b. **CRHA shall submit semi-annual financial statements**, with any budget modifications requiring review through the established communication framework.

- c. **As part of a formalized public reporting process the schedule shall govern the timing of compliance meetings and reporting obligations:**

Quarter	Action	Timing
Q1 (July – Sept)	Compliance Check-In Meeting	Mid to Late August
Q2 (Oct – Dec)	Written Compliance Report Due	Early to Mid-November
Q3 (Jan – Mar)	Compliance Check-In Meeting	Mid to Late February
Q4 (Apr – June)	Written Compliance Report Due	Early to Mid-May

Alignment with City Council's Vision and Strategic Plan

This request aligns with City Council's Vision "To be a place where everyone thrives" and the following:

1. City Council Strategic Plan Framework:

- **Housing:** Charlottesville defines access to livable housing as a human right and works to ensure housing choices and mobility are provided for all who seek it through implementation of the Affordable Housing Plan.
- **Partnerships:** Charlottesville creates avenues for meaningful collaborations with partners and key stakeholders, such as the County, UVA, and nonprofits, to magnify positive community outcomes.
- **Economic Prosperity:** Charlottesville develops strategies and economic development opportunities that drive economic prosperity for all.
- **Recreation, Arts, Culture:** Charlottesville provides, encourages, and supports a wide range of recreation, green space, arts, and cultural programs and opportunities.

2. Provisions in the 2021 Affordable Housing Plan

3. Comprehensive Plan Guiding Principles:

- **Equity & Opportunity:** All people will be able to thrive in Charlottesville.
- **Community Culture and Unity:** Charlottesville's rich and diverse culture and form will be celebrated, and the entire community will feel welcomed, valued, and respected.

4. Comprehensive Plan Goals/Strategies:

- **Future Land Use Vision Strategy 2.1:** Through City-led efforts and private development, expand community access to housing, as well as amenities and services that improve quality of life.
- **Housing Goal 1:** Funding Commitments
- **Housing Goal 2:** Diverse Housing Throughout the City

Community Engagement

The City has engaged with CRHA leadership, project stakeholders, and community partners to discuss the proposed amendments. The February 14, 2025, meeting served as a key touchpoint for refining the compliance structure in coordination with CRHA's development team. Continued public engagement will be conducted through project updates and formal reporting mechanisms.

Budgetary Impact

There are no new funding commitments associated with these amendments. The reauthorization maintains the previously approved \$6 million allocation from the City's Affordable Housing Fund, with adjustments focused on compliance and accountability measures to ensure the responsible use of public funds.

Recommendation

Staff recommends that City Council reauthorize and amend Ordinance (#O-24-089) and approve the revised Memorandum of Agreement to ensure clearer accountability, stronger oversight, and compliance enforcement for the South First Street Phase Two Redevelopment Project.

Approving these amendments will allow the City to continue its commitment to affordable housing development while ensuring responsible use of public funds. Staff requests that City Council adopt these amendments on first reading with final approval at a subsequent meeting.

Alternatives

City Council may consider the following alternatives:

- **Deny the reauthorization and amendments** – This would mean the funding mechanism remains void, and the ordinance is not reauthorized at this time. Staff would require further guidance from City Council regarding the reallocation of these funds.
- **Approve a modified version of the amendments** – Council may approve the amendments as presented or motion for modifications to specific provisions, such as compliance timelines, enforcement measures, or funding conditions, during the meeting.
- **Defer action and request further review** – Council may choose to delay reauthorization to allow for additional discussions between City staff and CRHA regarding specific amendments.

Attachments

1. Ordinance Amending Ordinance, MOA and Reauthorizing Grant of Public Funds
2. Redlined_MOA_South First Street Phase Two
3. O#-24-089 Background: Agenda Memo (July 2024)

**ORDINANCE AMENDING AND REAUTHORIZING ORDINANCE (#O-24-089)
AUTHORIZING A GRANT OF PUBLIC FUNDING TO SUBSIDIZE THE SOUTH
FIRST STREET PHASE TWO REDEVELOPMENT PROJECT OF
CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**

WHEREAS, on July 15, 2024, Charlottesville City Council Approved Ordinance (#O-24-089), authorizing a \$6 million grant to the Charlottesville Redevelopment and Housing Authority (CRHA) for the South First Street Phase Two Redevelopment Project, and entered into a Memorandum of Agreement (MOA) outlining terms and conditions of funding, including compliance requirements and project milestones; and

WHEREAS, the approved MOA set a construction commencement deadline of September 30, 2024, and required CRHA to formally request an extension if the deadline could not be met; and

WHEREAS, construction did not commence by the specified deadline, and no formal extension request was submitted within the required timeframe; and

WHEREAS City staff conducted a compliance review and engaged in discussions with CRHA and its development team on February 14, 2025, identifying the need to amend the MOA and reauthorize the ordinance to reflect revised project timelines, compliance reporting expectations, and enhanced accountability measures; and

WHEREAS the City of Charlottesville remains committed to supporting the South First Street Phase Two Redevelopment Project while ensuring proper oversight of public funding.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Charlottesville, Virginia, that Ordinance (#O-24-089) is hereby amended and reauthorized as follows:

1. Project Milestones and Deadlines

- CRHA shall commence construction no later than **July 1, 2025**.
- The project must be **substantially completed by July 31, 2027**.
- Extension requests must be submitted **at least 30 days prior to a deadline**, with justification and a corrective action plan.

2. Compliance and Reporting Measures

- CRHA shall submit **semi-annual compliance reports**, including:
 - Construction progress updates.
 - Financial expenditures and adherence to the project budget.
 - Affordability compliance verification (tenant income certification).
 - Applicable updates regarding LITHC and/or HUD compliance.

- Formal **semi-annual compliance check-ins** shall be held between CRHA and City staff.

3. Enforcement and Remedies for Non-Compliance

- A **tiered enforcement structure** shall be implemented:
 - **Action 1:** Written notice of non-compliance with a 30-day correction period.
 - **Action 2:** Suspension of future funding disbursements and eligibility until compliance is achieved and supported with documentation.
 - **Action 3:** Potential termination of the agreement and recapture of unexpended funds; and potential eligibility restrictions to future use of grants of public funds by the City.

4. Monitoring and Financial Coordination

- Ongoing site inspections and financial assessments will be performed to verify project advancement and ensure compliance with budgetary constraints. Under the revised ordinance, the stipulation requiring the City to withhold 5% of grant funds until project completion and compliance verification has been eliminated. This adjustment is designed to mitigate the risk of noncompliance with the City's bonding requirements.
- CRHA shall submit **semi-annual financial statements**, with any budget modifications requiring review through the established communication framework.
- A **formalized public reporting process** will be introduced for transparency.

BE IT FURTHER ORDAINED, that the City Manager is hereby authorized to execute any necessary agreements or documents on behalf of the City of Charlottesville, consistent with the provisions set forth herein.

This ordinance shall be effective upon its adoption.

Approved by Council
March 4, 2025

Kyna Thomas, CMC
Clerk of Council

**MEMORANDUM OF AGREEMENT FOR PUBLIC FUNDING TO THE
CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY FOR THE
CONSTRUCTION OF AFFORDABLE FOR-RENT HOUSING UNITS AT 900 FIRST
STREET SOUTH, CHARLOTTESVILLE, VIRGINIA IN A NOT-TO-EXCEED
AMOUNT OF SIX MILLION DOLLARS (\$6,000,000.00) FOR HOUSEHOLDS OF
LOW AND MODERATE AREA MEDIAN INCOME LEVELS.**

This MEMORANDUM OF AGREEMENT (this “MOA” or this “Funding Agreement” or this “Agreement”) for a single-time and purpose financial commitment for the South First Street Phase Two Redevelopment is entered into as of _____ day of _____, 2025, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation and political subdivision of the Commonwealth of Virginia (the “City”), and **CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia (“CRHA” or the “Grantee”), and CRHA’s entities, and the Project’s Owner, i.e., **CHARLOTTESVILLE COMMUNITY DEVELOPMENT CORPORATION**, a Virginia non-profit corporation (“CCDC”), and **SOUTH FIRST PHASE TWO, LLC** collectively referred to in this Agreement as the “Signatories” or as “Signatory Entities.”

SECTION 1: RECITALS AND TERMS OF FUNDING AGREEMENT

WHEREAS, CRHA has requested a total funding commitment of \$6,000,000 (six million dollars) inclusive in support of CRHA and its South First Street Phase Two Redevelopment Project located at 900 First Street South, Charlottesville, Virginia (the “Property”).

WHEREAS the Project now and shall maintain the purpose of using public funding to subsidize the construction of for-rent affordable housing to be occupied by low—and moderate-income households; and the production of new housing for persons of low and moderate-income is a public purpose and use for which the General Assembly has authorized public funds to be expended. Such production is a governmental function of concern to the Commonwealth of Virginia.

WHEREAS, pursuant to Virginia Code §15.2-958, the City of Charlottesville may make grants or loans to the owners of residential rental property occupied, or to be occupied, following construction, by persons of low or moderate income.

WHEREAS, pursuant to the City’s Charter, Sec. 50.7, Powers Relating to Housing and Community Development, the City shall have the power to make grants and loans of funds to the benefit of low- or moderate-income households to further a public purpose.

WHEREAS the City as a political subdivision of the Commonwealth, organized and operating under the laws of the Commonwealth; and CRHA having the purposes and authority within Virginia Code Title 36, Chapter 1 (Housing Authorities Law), and the City, acting by and through its City Council, is authorized to make grants or loans to CRHA to enable or assist CRHA to carry out its purposes.

WHEREAS, pursuant to Virginia Code § 36-19.2, the city has entered into this Agreement with the CRHA for its Project.

WHEREAS the redevelopment of existing public housing sites and the provision of additional affordable housing units that will be committed for rental to persons of low and moderate-income align with the aims of the City’s Affordable Housing Plan and its Strategic Outcome Area: housing.

South 1st Street Phase Two Redevelopment Project Grant Agreement

WHEREAS, CRHA is planning the redevelopment of its property, funded by Low Income Housing Tax Credit (LIHTC) program funding, loans, private donations, and a grant of local funding from the City of Charlottesville.

WHEREAS, CRHA has requested the City award a grant of funding to subsidize the costs of producing new units of residential rental property occupied, or to be occupied, following construction, by persons of low and moderate-income, said undertaking being described in CRHA's Mixed Finance Development Proposal submitted to the Department of Housing and Urban Development, referred to as "South First Street Phase Two," as well as to subsidize the costs of maintaining those units in residential rental use for a period longer than ten years;

WHEREAS the City is willing to provide the requested local funding, subject to specific certifications, assurances, and binding obligations as set forth in this MOA.

WHEREAS, considering the City's funding for the Project, CRHA has agreed to give certifications and assurances and to enter certain binding obligations, as set forth within this MOA.

NOW, THEREFORE, for and in consideration of the Project and undertakings of the Signatories of this MOA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Signatories hereto hereby covenant and agree as follows: the City Council hereby agrees that that local public funding is approved, subject to the following conditions:

SECTION 1 PUBLIC PURPOSE OF CITY GRANT AND TERMS OF AGREEMENT

Under the terms of this Agreement, this funding commitment shall be in the form of a grant of City funding ("Grant Funds") that is at this moment authorized for the following:

A. The Grantee shall provide the following project documentation:

1. The Signatories agree to provide a signed memo detailing the project timeline and milestones. This document shall outline the key stages of the project and associated deadlines, ensuring transparency and accountability throughout the duration of the project.
2. The CRHA shall furnish written correspondence, outlining the request as detailed and reported in the staff report. This correspondence shall serve to formalize the communication between the Signatories and ensure clarity regarding the scope and objectives of the project.
3. The Signatories shall submit a comprehensive project budgetary analysis/statement. This document shall provide a detailed breakdown of anticipated expenses, funding sources, and financial projections related to the project. It will enable a thorough evaluation of the project's financial feasibility and resource allocation.
4. The Signatories shall provide an updated Community Engagement Summary Report reflecting activities up to the date preceding this allocation request. This report shall document all community engagement efforts undertaken, including outreach events, stakeholder consultations, and feedback received from residents and stakeholders.

4.—

- B. Purpose of Funds: to support the construction of new for-rental housing units within the Project, as more specifically described herein below, and to support the redevelopment of affordable residential units within the Project into residential rental units over a period of no less than fifteen (15) years or the expiration of the initial compliance period applicable to the Project under the Low-Income Housing Tax Credit Program ("LIHTC"), whichever first occurs.
- C. Accounting: The Grantees are responsible for maintaining adequate supporting records that document the expenditure of the funds in accordance with this MOA.
- D. Return of Grant Funds: The Grantees will return to the City of Charlottesville any funds not expended if the City Council makes a demand following a determination that the Grantees have not met the specific terms and conditions specified within this MOA.

SECTION 2: REPRESENTATIONS AND WARRANTIES; REMEDIES FOR BREACH

- (A) CRHA's Charlottesville Community Development Corporation ("CCDC") and South First Phase TWO, LLC (the "Project Owner") shall, through their duly authorized officers, members, or agents, execute a written acceptance of the terms and conditions of this MOA.
- (B) No sub-agreements of any type or form, verbal or written, shall be entered into without advance written notice to the City. They shall be communicated in writing and, upon approval of the City Manager, attached as an amendment to this agreement.

No subsequent or subordinate agreement between ~~and~~ any third party, service provider, or vendor shall effectuate a material change order to the funding amount, the disbursement schedule, or any rights reserved by the City.

- (C) As part of that written acceptance, each entity shall verify that they have made the following representations and warranties to the City, each of which is a material representation and warranty that has induced the City to make this Grant:
 - 1. The CCDC is the Developer of the Project.
 - 2. Grant Funds provided to support the production of affordable residential rental units shall be used or expended exclusively for costs and expenditures expressly authorized within Section 3, Paragraph (A), herein below.
 - 3. In the event of a breach of this warranty, in addition to any other remedies available to the City, CRHA and the CCDC shall be jointly and severally obligated to repay the City all amount(s) used or expended in breach of this warranty. All amounts to be repaid to the City shall be due and owing to the City within thirty (30) days after the written notice of breach unless the CCDC or CRHA cures the violation within the 30-day period. (Due Date: 30 days after the date of the notice).

4. If the City does not receive payment in full within 30 days, ~~then, in that case,~~ the City shall not make any additional disbursement(s) of Grant Funds referenced within Section 3 (A) of this MOA, and the City shall have the right to institute proceedings to collect the amounts due under this paragraph.
5. Following construction completion, each of the residential units within the Project shall be reserved for rental by low—and moderate-income individuals throughout a term ("Affordability Period") that is co-extensive with the term of a long-term ground lease entered into between CRHA, as landlord, and the Project Owner, as tenant ("Ground Lease").
 - a. Subject to HUD approval, the Ground Lease shall contain the following terms and conditions: for the first forty (40) years of the term of the Ground Lease, the demised premises described therein shall be used exclusively for residential purposes and related amenities; after that, in addition to residential uses previously established within the Project, the premises may also be used for commercial purposes. CRHA shall not amend the Ground Lease to modify or delete the provisions required by this paragraph, except with the advance written notice to the City.
 - b. In the event of a breach of this warranty, in addition to any other remedies available to the City, the City shall give written notice to CRHA and the Project Owner. If the breach is not cured within thirty (30) days after the date of such notice, the City shall not thereafter make any additional payment(s) of Grant Funds under Section 3(B) of this MOA and/or subsequent amendment if applicable.

On the date on which construction of the Project is complete:

6. The Project shall include no fewer than 113 units of Public and/or Affordable Housing legally obligated to be operated in accordance with Va. Code §36-22 and/or federal public housing requirements, under either Section 8 or Section 9 of the US Housing Act of 1937 including, without limitation, a Declaration of Trust/ Restrictive Covenants recorded in the land records of the City; and
7. In addition to the required public housing units, the Project shall contain no fewer than 113 for-rent affordable dwelling units legally obligated to be operated as follows: 56 units shall participate in the project-based [federal] Section 8 program, and 34 units shall be legally obligated to be reserved for occupancy by persons having a household income at or below sixty-percent (60%) of Charlottesville's Area Median Income.
 - a. For purposes of this paragraph (C), the term "legally obligated" refers either to a land use restriction imposed within an instrument recorded in the land records of the Charlottesville Circuit Court or to a grant assurance or obligation given to the Department of Housing and Urban Development, the Virginia Department of Housing and Community Development, Virginia Housing or another federal or state public agency or funding source.
 - ~~b.~~ In the event of a breach of the warranties set forth in this paragraph (C), in addition to any other remedies available to the City, the City shall give written notice of a breach to CRHA and the Signatory Entities.
 - b. If the violation is not cured within thirty (30) days after the date of such notice, the City shall not thereafter make any additional payment(s) of Grant Funds under Section 3 (B)

South 1st Street Phase Two Redevelopment Project Grant Agreement
of this MOA.

(D) CRHA payments in lieu of taxes (PILOT):

1. The CRHA will continue to make annual payments in lieu of taxes (PILOT) to the City, in accordance with the Cooperation Agreement entered between the City and CRHA, dated May 13, 1958, as amended, provided that any residential units within the Project that are owned by an entity other than CRHA or CCDC will not be part of the PILOT calculation.

(E) CRHA Sustainability Plan:

1. The CRHA shall adhere to its 2023 Sustainability Plan and any approved updates to said plan. In the event of any updates, CRHA shall demonstrate through the revised plan the levels at which it and the Project Owner will establish and provide operational funding, capital, and other reserves to ensure the continued use of all residential units within the Project as affordable rental units for a minimum period of 40 years from the Commencement Date of the Ground Lease for the Project.
2. If the 2023 Sustainability Plan as presented to the Council separately before this agreement should change, CRHA shall provide an updated Plan to the City Council upon the Council's request. The Plan, whether original or updated, shall be submitted in writing, and presented at a public meeting for the Council's discussion and consideration.

(F) Miscellaneous:

1. The City shall have all rights to compel the performance of these warranties by CRHA, the Signatory Entities, and to collect any payments due to the City through legal action initiated within a court having jurisdiction within the City of Charlottesville, Virginia and/or the State of Virginia.
2. Interest shall accrue at the rate of six (6) percent per annum on all amounts due and owing to the City pursuant to this Section 2 from the Due Date until paid.
- c. No forbearance by the City in exercising any right or remedy afforded either by this MOA or by the laws of the Commonwealth of Virginia shall constitute a waiver of or preclude the exercise of any such right or remedy. The rights and remedies set forth within this MOA are cumulative, and the City's use of any one right or remedy shall not preclude or waive its right to use any or all other remedies. All rights and remedies are in addition to any other rights the City may have by law, statute, MOA, or otherwise.
- d. Throughout the fifteen (15) year initial compliance period of the LIHTC program, the Project Owner will promptly notify the City of its receipt of any notice or determination stating that the Project does not comply with the requirements of the LIHTC program and shall provide a copy of any such notice or determination to the City Attorney, and the Office of Community Solutions.

SECTION 3: FUNDING, AUTHORIZATIONS, AND DISBURSEMENT TERMS

- (A) Pursuant to the terms of this MOA, the City commits to providing a grant in the not-to-exceed amount of six million dollars (\$6,000,000) in support of the Project.

This grant is intended to subsidize the production of new residential rental units for occupancy by low and moderate-income individuals. The following disbursement schedule outlines the conditions and timelines for the allocation of these funds, ensuring compliance with the designated purposes of soft costs, programmatic and operational support, and construction-related expenses.

- (B) Disbursement Guidelines: Supporting materials must be provided to the applicable city, housing, compliance, legal, finance, and executive staff for review and approval. In furtherance to these stated parameters, CRHA agrees that the remaining balance of the award shall be used strictly for hard costs for the redevelopment of the Project. For this MOA, hard costs shall be taken to mean at least direct expenses related to the physical construction of the project, including materials, labor, equipment, and fixtures.

1. **Soft Costs Limitation:** Up to the not-to-exceed amount of ten percent (10%) of the total award, six hundred thousand dollars (\$600,000), is allocated towards soft costs associated with the Project. For the purposes of this MOA, soft costs shall be taken to mean costs that are indirect or intangible expenses that support the construction project but do not directly impact the construction process, including planning, administration, legal fees, insurance, and property management. Note this not-to-exceed amount of six hundred thousand dollars (\$600,000) shall be used without limitation towards the cost of plans and specifications, surveys and estimates of cost and revenues, the cost of engineering, environmental assessment and mitigation, soil testing, legal and other professional services, expenses incident to determining the feasibility or practicability of the project.

2. **Construction and Development Costs:** The remaining balance of the award, after allocations for soft costs have been deducted, shall be disbursed between ~~March~~September 2025⁴ and ~~July 31,~~September 2027⁶. These disbursements will occur on an as-needed basis, but no more than monthly, contingent upon the review and approval by the City staff of appropriate documentation that the funds have been spent toward the construction of the Project as defined above. Appropriate documentation shall include but not be limited to Applications for Payment from the General Contractors and invoices from vendors and other professionals associated with the project.

3. Compliance and Reporting Measures:

- a. CRHA shall submit semi-annual compliance reports shall at least include:

- i. Construction progress updates.

- ii. Financial expenditures and adherence to the project budget.

- iii. Affordability compliance verification (tenant income certification; appropriately sensitive tenant information may be redacted)

- b. Formal semi-annual compliance check-ins shall be held between CRHA and City staff.

South 1st Street Phase Two Redevelopment Project Grant Agreement

c. The following schedule shall govern the timing of compliance meetings and reporting obligations:

i. Figure 1 below:

<u>Quarter</u>	<u>Action</u>	<u>Timing</u>
<u>Q1 (July – Sept)</u>	<u>Compliance Check-In Meeting</u>	<u>Mid to Late August</u>
<u>Q2 (Oct – Dec)</u>	<u>Written Compliance Report Due</u>	<u>Early to Mid November</u>
<u>Q3 (Jan – Mar)</u>	<u>Compliance Check-In Meeting</u>	<u>Mid to Late February</u>
<u>Q4 (Apr – June)</u>	<u>Written Compliance Report Due</u>	<u>Early to Mid-May</u>

d. Additionally, assigned city staff will implement a tiered compliance and remedies structure:

- i. **Action 1:** Written notice of non-compliance with a 30-day correction period.
- ii. **Action 2:** Suspension of future funding disbursements and eligibility until compliance is achieved and supported with documentation.
- iii. **Action 3:** Potential termination of the agreement and recapture of unexpended funds; and potential eligibility restrictions to future use of grants of public funds by the City.

2. —

3. **Retainage:** An amount equal to 5% of the total grant award, or three hundred thousand dollars (\$300,000) will be retained by the City until the project achieves 100% construction completion of the residential units as documented by a Certificate of Occupancy issued by the City's Building Official.

4. **Pre-Disbursement Conditions:** Prior to the execution of this Agreement, and as a condition precedent to any disbursement of funds under the terms herein, CRHA shall provide to the City a detailed list of milestones, activities, and deliverables for each phase of the South First Street Phase Two redevelopment project.

Commented [AW1]: Per executive guidance from CMOs

This list shall encompass, but not be limited to, the following phases:

- a. Predevelopment Completed (~~December~~~~June~~ 2024): All preparatory work was completed, all necessary permits were secured, and financing arrangements were finalized.
 - b. Financial Closing and Construction Start (~~estimated March 2025~~~~September 2024~~) is scheduled to take place ~~on or before~~~~in~~ ~~July 1, 2025~~~~September 2024~~. This includes the execution of financial agreements and the commencement of construction activities. If the construction of the buildings within the Project does not begin on or before ~~July 31, 2025~~~~September 30, 2024~~, this MOA (Memorandum of Agreement) will expire, and the city will not have any obligation to the CRHA or its assigns. The CRHA can request a one-time ~~120~~~~90~~-day extension in writing, and this request must be filed with the City Manager's Office by certified mail no later than ~~July 1, 2025~~~~September 1, 2024~~.
 - c. Construction Completed (~~July 31, September 2027~~~~6~~): Final construction deliverables, occupancy permits, and initial tenant placements. The CRHA and the Signatory Entities shall make commercially reasonable efforts to complete construction and equipping of the Improvements no later than ~~July 31, September 2027~~~~6~~ (the "Completion Date"), which may be extended due to force majeure or other reasons approved by the City Manager.
 - d. The CRHA or the assigned Signatory Entities: establish a budget for the construction of the project and submit it to the city for review. The City will communicate in writing to the CCDC and/or the CRHA within ten (10) business days after receipt of the Budget whether it has any concerns. After the Budget is reviewed and the City has responded to the Recipient, all subsequent changes to the Budget shall likewise be subject to review and comment by the City.
 - e. Comply with all applicable federal, state, and local laws and secure all plans, approvals, bonds, and permits as may be necessary or appropriate for the construction of the Improvements and the occupancy thereof.
 - f. Encourage contractors and sub-contractors during the construction of the Project to provide employment opportunities for City residents, and to that end, may work closely with the City of Charlottesville Office of Economic Development and the Central Virginia Partnership for Economic Development and the Virginia Workforce Center to support the recruitment, screening, and training residents and public housing residents within the City of Charlottesville is encouraged.
- (C) Other City Subsidies: In addition to the funding approved in Section 3(A), above, the City Council also hereby approves an annual recurring subsidy for the purpose of inducing CRHA, CCDC, and the Project Owner to undertake and complete the Project and as an inducement for the Project Owner to operate the Project pursuant to the terms of this Ordinance.
1. The amount of the annual subsidy shall be the dollar amount of the real estate taxes assessed and billed to the Project owner for each tax year (January 1 - December 31).
 2. This subsidy shall be available with respect to the Project for a total of fifteen (15) tax years, beginning with the first tax year in which the Project Owner receives a real estate assessment and bill for the Project, or until the expiration of the LIHTC initial compliance period, whichever first occurs.
 3. Notwithstanding the foregoing, the subsidy shall not be payable by the City within any tax year in which the household incomes of renters, and maximum rents, of residential units within the Project are not in compliance with income and rent requirements set forth within

South 1st Street Phase Two Redevelopment Project Grant Agreement

the Extended Use Agreement executed by the Project Owner for and in connection with the LIHTC Tax Credit program.

4. The annual subsidy shall be paid as a grant by the City to CRHA. CRHA agrees to provide said grant funds to CCDC, which will in turn provide a loan of those funds to the Project Owner for use in the development and operation of the Project in compliance with the terms of this Ordinance.
 - a. While recognizing that it is not empowered under Virginia law to make any binding commitment beyond the current fiscal year of the City, it is the current intention of the Council to make sufficient annual appropriations to fund the annual subsidy for which Grant Funds are approved under this Section 3 (B). To that end, the City Manager or other officer charged with the responsibility of preparing the City's budget shall include in the proposed budget for each fiscal year of the City a request that the Council appropriate sufficient amounts to cover the annual subsidy referenced within this Section 3 (B).
 - b. If at any time during any fiscal year of the City, the amount appropriated in the City's annual budget is insufficient to pay the annual subsidy referenced within this Section 3 (B), then the City Manager or other officer charged with the responsibility of preparing the City's budget shall submit to the Council, as promptly as practicable, a request for a supplemental appropriation sufficient to cover the deficit.

b. _____

(D) The payment of any Grant is dependent upon:

- a.1. CRHA or its assigns making an investment in the Property no later than the Completion Date and providing the City and the City Manager or designee with reasonable evidence of the amount of such Investment, and evidence of continued compliance with the other requirements of the Investment in the Property, including, if requested by the City Manager or designee, copies of invoices that were paid.
2. CRHA or its assigns and any subsequent owner or owners of all or any portion of the Property agreeing not to contest any increase in assessed value for the Property for any year on which a Grant is based.
3. To the extent that the assessed value of the Property is decreased for any reason during the term of this Agreement, the amount of Grant shall be reduced by the tax decrease based on the decrease in Incremental Increased Value.
4. No Grant shall be paid so long as any taxes of any kind due and owing to the City by the Developer or subsequent owner or owners of all or any portion of the Property remain unpaid or if the assessed value for the Property is being contested. The CRHA or assigned Signatory Entities agree to pay all taxes due to the City in a timely manner.

(E) While recognizing that it is not empowered under Virginia law to make any binding commitment beyond the current fiscal year of the City, it is the current intention of the Council to make sufficient annual appropriations during the term of this Agreement to fund all financial obligations of the City Manager or designee hereunder. To that end, the Council has directed the City Manager or other officer charged with the responsibility of preparing the City's budget to include in the proposed budget for each fiscal year of the City during the term of this Agreement a request that the Council appropriate the amounts due under this Agreement during such fiscal year.

(F) If at any time during any fiscal year of the City, the City Manager or designee or the Developer determines that the amount appropriated in the budget is insufficient to pay such funds when due that fiscal year, then the City Manager (or other officer charged with the responsibility of preparing the City's budget) shall submit to the Council at the next scheduled meeting of the Council or as promptly as practicable, a request for a supplemental appropriation sufficient to cover the deficit.

(G) This Agreement shall not create a joint venture or any relationship of agency, employer-employee, or contractor between any of the Signatories of this Agreement.

~~(G)~~

(H) ~~The CRHA reserves the right to approve any assignment of this Agreement by the Signatory~~
The CRHA reserves the right to approve any assignment of this Agreement by the Signatory
Entities to any individual or entity and, the ownership interests of any such entity must be disclosed to the City Manager or designee. Any change in the organizational structure of CRHA and/or Signatory Entities shall also be subject to approval by the City Manager or designee. Any such assignee shall be bound by all the terms and conditions of this Agreement, including but not limited to the Investment amounts and other requirements set forth in this Agreement.

(I) The covenants of the City Manager or designee as stated in this Agreement shall not be interpreted to establish any pledge, security interest, lien, or other encumbrance on the property of the City and/or the City Manager or designee. All obligations of the City Manager or designee hereunder are contingent upon the satisfaction and continued performance by the Developer of its obligations set forth in paragraph numbered 1 above and the appropriation and receipt of

South 1st Street Phase Two Redevelopment Project Grant Agreement
funding from the City.

South 1st Street Phase Two Redevelopment Project Grant Agreement

~~(I)~~

~~(J)~~ This Agreement shall be governed by the laws of the Commonwealth of Virginia, and, in the event of litigation, jurisdiction, and venue shall be in the Circuit Court of the City of Charlottesville, Virginia, and all legal actions involving this Agreement shall be brought only in such court. ~~All Signatories hereto agree that in the event of any action brought to enforce the terms and provisions hereof, the prevailing party shall be entitled to reimbursement of reasonable attorney's fees and court costs. All Signatories to this Agreement have standing to enforce any covenants, terms, provisions, and agreements set forth herein.~~

~~(J)~~

(K) This Agreement is the entire agreement between the Signatories hereto, sets forth all of promises, agreements, conditions, and understandings between the Signatories respecting the subject matter hereof, and supersedes all prior and contemporaneous negotiations, conversations, discussions, correspondence, memoranda, and agreements between the Signatories concerning such subject matter.

(L) This Agreement is subject to modification only by written agreement signed by all Signatories hereto and all notices required under this Agreement shall be given in writing, and shall be deemed to be received five (5) business days after being mailed by the first class mail, postage prepaid, return receipt requested, or one (1) business day after being placed for next day delivery with a nationally recognized overnight courier service, or upon receipt when delivered by hand, addressed as follows:

If to the City Manager or designee, to:

The City Manager: Samuel Sanders Jr.
City of Charlottesville, Virginia
c/o Office of Community Solutions (OCS): OCS Housing Program Manager or Director
P.O. Box 911 Charlottesville, Virginia 22902

With a copy to:

City Attorney
City of Charlottesville
P.O. Box 911 Charlottesville, Virginia 22902

If to the Developer or Signatory Entities, to:

c/o John Sales, Executive Director
Charlottesville Redevelopment and Housing Authority (CRHA)
PO Box 1405, Charlottesville, VA 22902

With a copy to

Delphine G. Carnes, Esq.
Delphine Carnes Law Group, PLC
101 W. Main Street
Norfolk, VA 23510

~~(M)~~ This Agreement may be executed, via facsimile or email and, in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

Page 12 of 15

South 1st Street Phase Two Redevelopment Project Grant Agreement

This Agreement shall be binding upon and inure to the benefit of the Signatories hereto and their respective successors and assigns.

South 1st Street Phase Two Redevelopment Project Grant Agreement

~~(M)~~

(N) If any provision of this Agreement is determined to be unenforceable, then the remaining provisions of this Agreement shall be interpreted as in effect as if such unenforceable provisions were not included therein. Each of the Signatories to this Agreement represents that it is fully authorized to enter and that it will be bound ~~by~~by this Agreement.

(O) The provisions of this Agreement are intended to and shall survive closing, the delivery of any deed or other instrument, and any other event.

IN WITNESS WHEREOF, the Signatories hereto have executed this Agreement to be effective as the date _____, 20__.

CITY OF CHARLOTTESVILLE:

City Manager (Printed)

Date: _____

City Manager (Signature)**ACCEPTED/ AGREED BY RECIPIENT:**

CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY,
a political subdivision of the Commonwealth of Virginia

By: _____

Name: John Sales

Title: Executive Director

SOUTH FIRST PHASE TWO, LLC

a Virginia limited liability company

By: SOUTH FIRST PHASE TWO MANAGEMENT, LLC,
a Virginia limited liability company,
its Managing Member

By: CHARLOTTESVILLE COMMUNITY DEVELOPMENT CORPORATION,
a Virginia corporation
it's Sole Member

By: _____

Name: John Sales

Title: President

South 1st Street Phase Two Redevelopment Project Grant Agreement

CHARLOTTESVILLE COMMUNITY DEVELOPMENT CORPORATION,
a Virginia corporation
its Sole Member

By: _____
Name: John Sales
Title: President

LEGAL REVIEW AND CONFORMANCE AS TO FORM:

City Attorney's Office (Printed)

City Attorney's Office (Signature)

Date: _____

FINANCE REVIEW

Dept. of Finance (Printed)

Dept. of Finance (Signature)

Date: _____

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



Agenda Date:	July 15, 2024
Action Required:	Ordinance
Presenter:	Alexander Ikefuna, Director, Office of Community Solutions
Staff Contacts:	Antoine Williams, Housing Program Manager John Sales
Title:	Ordinance authorizing a grant of public funding to subsidize the South First Street Phase Two Redevelopment Project of Charlottesville Redevelopment and Housing Authority (2nd reading)

Background

With the successful construction of 62 new affordable rental units, CRHA is actively helping to address community housing needs with the completion of Phase 1 of the South First Street redevelopment, which also received Low-Income Housing Tax Credits (LIHTC) approval in June 2019. Phase 2 aims to demolish existing units and build approximately 113 residential units alongside community and office spaces, with extensive resident input during planning.

Related council action includes Resolution #R-24-021, approved on February 20, 2024, reaffirming the city's commitment to CRHA's Phase 2 efforts. It endorses allocating \$3 million from prior appropriations and commits an additional \$3 million for FY 2026. The resolution also authorizes the City Manager to negotiate funding grant agreements with CRHA.

Discussion

CRHA requests \$6 million, which is inclusive of the \$3 million initially planned and adopted Capital Improvement Plan Fiscal Year 2026 from prior appropriations, supporting affordable housing redevelopment. This funding aligns with CRHA's project timeline, aiming for construction loan closing around August 2024 and project completion by July 2026.

Summary of Ordinance: This ordinance authorizes Charlottesville to grant up to \$6 million to CRHA for constructing at least 113 units of affordable for-rent housing at 900 First Street South for households of low-to-moderate median income levels (or 60% of Area Median Income or Below) for a period of no fewer than 15 years.

Key Provisions:

- **Purpose:** Funds are for constructing affordable for-rent housing for low and moderate-income households.

- **Allocation:** Disbursements from September 2024 to September 2026, contingent on city staff approval of project documentation.
- **Financial Oversight:**
 - Review and approval of disbursement documentation by city staff.
 - Monitoring compliance with disbursement guidelines and purposes.
 - Ensuring soft costs do not exceed \$600,000.
 - Verification of hard costs' eligibility and documentation.
 - Retainage of \$300,000 until project completion.
 - Evaluation of pre-disbursement conditions and milestones.
 - Periodic assessment of project progress and budget compliance.
- **Compliance:** The CRHA must comply with federal, state, and local laws, and project-specific requirements, including HUD approvals.
- **Administrative Procedures:** The City Manager establishes procedures for subsidy requests, ensuring financial transparency.
- **Effective Date:** Immediate upon City Council adoption.
- **Publication:** City Clerk to publish and distribute per legal requirements

Alignment with City Council's Vision and Strategic Plan

Strategic Outcome Area: Housing; and the City's Comprehensive and Affordable Housing Plans: Supporting Phase 2 of the South First Street redevelopment aligns directly with the City Council's strategic objective of expanding affordable housing options and revitalizing communities. It addresses critical housing challenges within Charlottesville by providing for-rent housing units accessible to low and moderate-income households. This

Community Engagement

CRHA has conducted extensive community engagement, involving residents in the planning process to ensure the project meets local needs and priorities. This inclusive approach fosters community support and enhances project outcomes.

Budgetary Impact

The proposed \$6 million grant consists of \$3 million already allocated from prior appropriations, combined with \$3 million initially planned for the Capital Improvement Plan Fiscal Year 2026.

Recommendation

Staff recommends to City Council to approve the ordinance authorizing public funding for CRHA's Phase 2 project, advancing critical housing goals.

Motion: Authorization of Funding for Affordable Housing at 900 First Street South

I move that the City Council approve the ordinance authorizing a grant of up to six million dollars (\$6,000,000.00) in support of the South First Street Phase Two Redevelopment Project, as requested by the Charlottesville Redevelopment and Housing Authority (CRHA).

Further Motion Details:

1. **Funding Commitment:** The City Council supports a new funding commitment of \$6,000,000 for Fiscal Year 2026 to facilitate the construction of affordable for-rent housing units at 900 First Street South.
2. **Authorization:** I further move to authorize the City Manager to negotiate and execute funding grant agreements with CRHA, ensuring proper facilitation of fund disbursement.
3. **Review and Approval Process:** As it may be further necessary, for ongoing grant performance and agreement maintenance, the Office of Community Solutions Housing and Compliance staff shall diligently review the project timeline, budgetary analysis, and community engagement summary report provided by CRHA.

Alternatives

The City Council may explore alternative funding models or project adjustments based on budget constraints or community feedback.

Attachments

1. Authorizing Ordinance of Grant of Public Funds
2. Memorandum of Agreement

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



Agenda Date:	March 4, 2025
Action Required:	Hear a budget presentation
Presenter:	Superintendent Dr. Royal Gurley
Staff Contacts:	Samuel Sanders, Jr., City Manager Krisy Hammill, Director of Budget
Title:	School Board Adopted Budget for Fiscal Year 2026

Background

Discussion

Alignment with City Council's Vision and Strategic Plan

Community Engagement

Budgetary Impact

Recommendation

Alternatives

Attachments

1. FY26 CCS Approved Budget to City_Presentation



FY 2025 – 2026 Budget

Charlottesville City Public Schools

Presentation to City Council
Tuesday, March 4, 2025

Agenda

- ❖ Budget Priorities
- ❖ Achievements
- ❖ School Operating Budget
- ❖ School Capital Projects
- ❖ Working & Moving Forward Together



Budget Priorities

Increase Academic Achievement

All CCS learners will

1. Be equipped with a plan for the future
2. Engage in rigorous inclusive, and relevant learning experiences
3. Benefit from elimination of achievement and opportunity gaps



- Improve student outcomes in core subjects through targeted support and resources
- Ensure small class sizes
- Sustain fine arts funding

Provide A Culture of Safety, Wellness, and Belonging

CCS will support

1. Social, emotional, and physical wellness
2. Strong sense of community
3. Safe and positive learning environment



- Enhance student achievement and equity
- Improve student attendance

Support Our Staff

CCS will

1. Recruit and retain
2. Offer meaningful, relevant, timely, and personalized professional learning
3. Recruit and retain teachers of color
4. Value staff voice



- Ensure competitive pay and benefits
- Attract and retain high quality teachers and staff

Ensure Effective and Efficient Operations

CCS will

1. Modernize facilities
2. Advance operational efficiencies and upgrades
3. Increase sustainability and environmental awareness
4. Practice fiscal stewardship

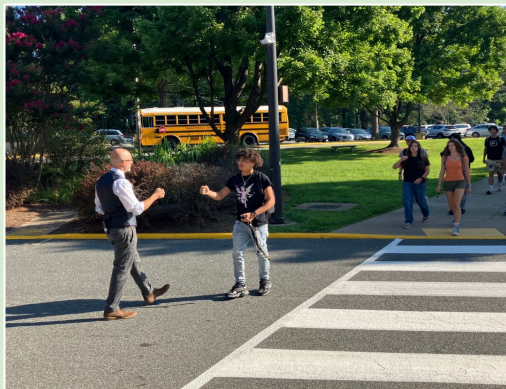


- Modernize school facilities, including safety recommendations
- Invest in sustainability and energy efficiency

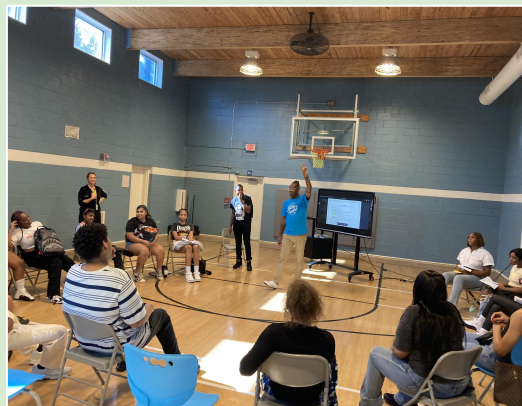
CCS Achievements

- ❖ **CHS Earns 'Silver' Recognition for Advanced Placement Achievements:** In 23–24...
 - 57% of all seniors had taken at least one AP Exam during high school
 - 42% of all seniors had scored a 3 or higher on at least one AP Exam.
- ❖ Two CCS teachers, **Chris Chamberlin** (Walker) & **Tina Vasquez** (CHS), were recently named National Board Certified Teachers
- ❖ Student athletes, musicians, writers, and artists excel in regional, statewide, and national competitions – including CHS junior **Elaina Pierce**, named Gatorade Virginia X-Country Player of the Year
- ❖ Boys and Girls Club of Cherry Avenue recognized CCS as its **community partner of the year**
- ❖ **CHS** is currently celebrating its 50th anniversary—highlights include an alumni band, chorus and orchestra concert in fall, and an upcoming celebration dinner





School Operating Budget



Staff Salaries & Benefits

Collective Bargaining	Revise the Teacher's Pay Scale with an even 1.5% step spread	\$ 2,216,615
Collective Bargaining	Annual 5.5% salary increase (1.5% step + 4% raise)	2,595,480
Administrative and General Staff	3% salary increase (1.5% step for an average 3% raise)	677,799
Health Insurance	6% increase	585,248
Savings	Vacancy and Virginia Retirement System (VRS) Hybrid Rate Separation	(2,500,000)
	Total Increase in Personnel Cost	\$ 3,575,142



Non-Discretionary

City Maintenance Contract	8.94 % increase due to the implementation of new Collective Bargaining Contract	\$ 434,525
CATEC	Increase resulting from loss of student tuition from Albemarle and program purchase of services contract	207,353
	Total Increase in Non-Discretionary	\$ 641,878



Positions Needed to Support Student

Additional Positions	FTE	Cost
Teachers: ESL	3.0	\$ 284,646
Family Engagement Liaison	1.0	74,995
Teacher: Reading & Math Specialists	2.0	189,764
Teacher: Health & Medical Sciences (CHS)	.5	59,260
Human Resource: Recruiting Specialist	1.0	103,343
Transportation: Coordinator	1.0	125,206
Clinical Social Workers		239,207
One-Time Bonus: Walker Retention – License \$2,000 and Support \$1,500		179,500
Total Additional Support Student Needs	8.5	\$ 1,255,921



Summary of FY 26 Budget Changes

Expenditure Summary	
Salary and Benefits	\$ 3,575,142
Non- Discretionary	641,878
Students Needs/Improvements	1,255,921
Total Expenditure Increases	\$ <u>5,472,941</u>
State Revenue Increase	538,553
Net City Request	\$ 4,934,388



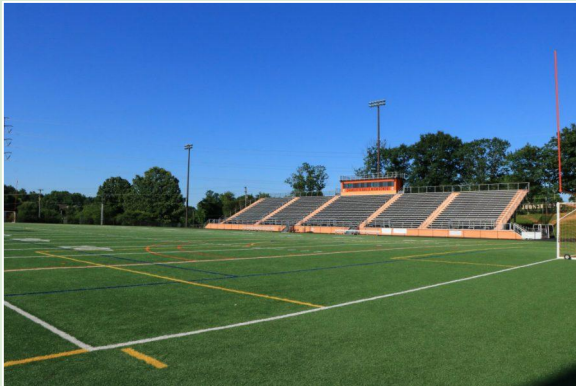
Proposal FY 26 Budget Summary – ALL Funds



Funds	FY 2024-25 Budget	Proposed FY 2025-26 Budget	Amount Change from 2025 to 2026 Budget	Percentage Change from 2025 to 2026 Budget
General (Operating)	\$ 94,115,547	\$102,776,598	\$8,661,051	9.14%
Special Revenue	24,678,680	22,139,692	(2,538,988)	(10.29%)
Total Funds	\$ 118,794,227	\$124,916,290	\$6,122,063	5.13%



School Capital Projects



School Capital Projects

- Capital projects are funded separately from the City & School's operating budgets.
- Budgeting for capital improvement projects via the Capital Improvement Plan (CIP) is part of the overall decision making for the allocation of the City's financial resources.
- Beyond critical maintenance, modernization efforts are essential to bring 50+ years old school facilities up to current standards for safety, efficiency and learning.



Adjust City's CIP Budget for School Priority Improvement Projects

- Current \$1,250,000 allocation for School Priority Improvement Projects is **not keeping up with construction inflation**.
- Construction inflation in 2021 ~ 19.6%.
- **A 20% increase (\$250,000) is necessary** to adjust for rising costs, bringing total CIP budget line to \$1.5M million.
- This adjustment will ensure the continuation of **critical school improvement projects**, including:
 - Restroom renovations
 - Ceiling replacements
 - Day-lighting enhancements
 - Security vestibule installations

This increase is essential to maintaining safe, modern, and functional learning environments for students and staff.

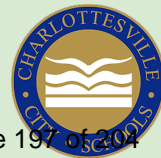


Addressing Critical School Safety & Facility Improvements

- Charlottesville High School (CHS): Over \$250,000 in door replacements identified before the fall safety audit.
- More than 1 Million could be allocated to address deferred maintenance and Safety & Security projects across the schools.
- Priority Projects Include:
 - **Improved lighting and fencing** for enhanced visibility and security.
 - **Upgraded markings for parking lots and fire lanes** to improve safety and accessibility.
 - **Repairs to exterior stairs and sidewalks** to prevent hazards.
 - **Expansion of Closed-Circuit TV (CCTV) and security cameras** for increased monitoring.
 - **Installation of security vestibules** to enhance controlled entry points.
- Dedicate a dedicated project manager to oversee school construction projects, accelerating progress, ensuring timely completion, and proactively addressing deferred maintenance and safety and security projects.

Working & Moving Forward Together

- ❖ Data Driven Decision-Making
 - Leverage data to guide program adjustments, ensuring resources effectively support student and school needs.
- ❖ Collaboration
 - Maintain transparency through a structured public process, ensuring community engagement and trust in budget development
 - Foster open and proactive communication to minimize surprises and ensure alignment on key challenges and opportunities, such as unexpected student growth in specialized programs (e.g. ESL and SPED) and new initiatives like the Early Childhood Education Center.
- ❖ Holistic View
 - Reassess the the school funding model to promote long-term sustainability and ensure essential needs are met.





Thank You! Any questions?



Appendix



FY 2025-26 Funding Request (Changes to FY 2025)

February 6, 2025 School Board Budget Work Session

Strategic Plan Priority	SALARY & BENEFIT ACTIONS	AMOUNT	FTE
3	Teachers: Change Pay Scale to 1.5% even spread & 5.5% increase	4,812,095	
3	Administration: Average 3% increase	279,737	
3	General (Support): Average 3% increase	398,062	
3	Benefit: Health Insurance (Estimate 6%)	585,248	
	<i>Total Salary & Benefit Actions</i>	6,075,142	
	RECURRING & NON-DISCRETIONARY CONTRACTS		
4	City Contract: Maintenance (Estimate 8.94%)	434,525	
4	CATEC: Sustain Academic and Operation Services	207,353	
	<i>Total Recurring & Non-Discretionary Contracts</i>	641,878	

Strategic Plan Priority	SCHOOL-BASED PROGRAM SUPPORTS & IMPROVEMENTS		FTE
1	Teachers: English Second Language	284,646	3.0
2	Liaison: ESL Family Engagement	74,995	1.0
1	Teachers: Reading and Math Specialists serving Division Wide	189,764	2.0
1	Teachers: CATEC Health & Medical Science	59,260	0.5
3	Specialist: Human Resource Recruiting Specialist	103,343	1.0
4	Coordinator: Student Transportation	125,206	1.0
3	Clinical Social Workers	239,207	
3	One-time Walker Retention Bonus	179,500	
	<i>Total School-Based Program Supports & Improvements</i>	1,255,921	
	REDUCTIONS		
	Vacancy savings & Separation of the VRS Hybrid Rate	(2,500,000)	
	<i>Total Reductions</i>	(2,500,000)	
	Total Increase Expenditures	5,472,941	8.5
	REVENUES		
	Increase: State	538,553	
	City (Estimated Request)	4,934,388	
	Total Increase Revenues	5,472,941	

Why don't the FY 26 Budget Revenue and Expenditure figure align with the Changes in the ALL Funds Summary?

The FY 26 Budget Revenue and Expenditures do not account for the increases from 2024 fiscal year-end close or the reductions in “one-time” grant funding, such as ESSER and ALL IN, within the Special Revenue Funds.

Increase: Proposed Budget (ALL Funds)	\$ 6,122,063
Increase: Budget Revenue and Expenditure	<u>5,472,941</u>
Variance	\$ 649,122
<u>Breakdown of Changes</u>	
Change in the FY 2024 Fiscal Year End Close	\$ 3,766,745
Decrease: Special Revenue - State Revenue	(815,294)
Decrease: Special Revenue - Federal Revenue	<u>(2,302,329)</u>
Total Changes	\$ 649,122

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



Agenda Date:	March 4, 2025
Action Required:	Hear a budget presentation
Presenter:	Samuel Sanders, Jr., City Manager
Staff Contacts:	Samuel Sanders, Jr., City Manager Krisy Hammill, Director of Budget
Title:	Proposed City Budget for Fiscal Year 2026

Background

Discussion

Alignment with City Council's Vision and Strategic Plan

Community Engagement

Budgetary Impact

Recommendation

Alternatives

Attachments

1. _Placeholder



PLACEHOLDER

Proposed City Budget for Fiscal Year 2026