



CITY COUNCIL AGENDA
March 17, 2025
City Hall Council Chamber

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

4:00 PM OPENING SESSION

This is an in-person meeting with an option for the public to participate electronically by registering in advance for the Zoom webinar at www.charlottesville.gov/zoom. 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: Parks and Recreation Master Plan

5:30 PM CLOSED MEETING (if called)

6:30 PM BUSINESS SESSION

Moment of Silence

Announcements

Recognitions/Proclamations

- Proclamation: Women's History Month

Community Matters

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

Consent Agenda*

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

2. Minutes: March 4 regular meeting; March 6 budget work session
3. Resolution: Resolution to appropriate funding from the FY24 State Criminal Alien Assistance Program (SCAAP) Grant for Albemarle Charlottesville Regional Jail - \$9,036 (2nd reading)
4. Resolution: Resolution considering a Critical Slope Special Exception request for 1115 St. Charles Court

City Manager Report

- Report: City Manager's Report
- Report: Bennett's Village Update
- Report: Botanical Garden Update

Action Items

5. Public Hearing/Res.: Public Hearing and Resolution for Parks & Recreation Comprehensive Master Plan Adoption (1 of 2 readings)
6. Public Hearing/Res.: Public Hearing and Resolution for the *2025 ReadyKids Accessible Play* Program, a Substantial Amendment in the Amount of \$50,000 (CDBG-CV & CDBG) (1 of 2 readings)

7. Ordinance: Ordinance Amending and Reordaining Sections 19-91 and 19-94 of Article IV of Chapter 19 of the City Code Regarding Public Safety Disability Eligibility (1 of 2 readings)
8. Ordinance: Reauthorize and amend Ordinance (#O-24-098) and its corresponding Memorandum of Agreement authorizing a grant of public funding to subsidize the Sixth Street Redevelopment Project of the Charlottesville Redevelopment and Housing Authority (1 of 2 readings; requesting waiver of 2nd reading)
9. Resolution: Resolution for award of FY25 Charlottesville Affordable Housing Fund Grant funding (1 of 2 readings)
10. Resolution: Resolution authorizing the execution of an Agreement for Provision of Animal Shelter Services with the Charlottesville Albemarle Society for the Prevention of Cruelty to Animals (CASPCA) (1 reading)
11. By Motion: Confidential Settlement Agreement

General Business

Community Matters (2)

Adjournment

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



Agenda Date:	March 17, 2025
Action Required:	Hear a report
Presenter:	Riaan Anthony, Director of Parks & Recreation
Staff Contacts:	Riaan Anthony, Director of Parks & Recreation
Title:	Parks and Recreation Master Plan

Background

In November 2023, the City began a Comprehensive Parks & Recreation Master Plan with PROS Consulting. The purpose of the Master Plan is to guide the department for the next 10 years and provide strategic direction and vision to meet current and emerging public needs, as well as remain the primary steward of significant natural, cultural, and historic resources.

After 15 months of working with PROS Consulting, the community and various boards, commissions and partners, the Department has a full plan for Council to consider adopting which would be incorporated into the City's Comprehensive Plan. As part of the acceptance process, Parks & Recreation has received approval and comments/amendments from the following boards/commissions:

- Parks & Recreation Advisory Board: February 6, 2025
- Planning Commission: March 11, 2025

PROS Consulting will be providing an overview of the plan and answering any questions and/or feedback/edits to the document.

Discussion

The presentation allows the Council to review and ask any questions or provide any feedback regarding the Master Plan document, key recommendations, and goals.

Alignment with City Council's Vision and Strategic Plan

Community Engagement

Budgetary Impact

Recommendation

Alternatives

Attachments

None

CITY OF CHARLOTTESVILLE



Proclamation

WOMEN'S HISTORY MONTH

WHEREAS throughout history, women of every race, class, and ethnic background have made historic contributions to the growth and strength of our nation and our local community in countless recorded and unrecorded ways; and

WHEREAS women have played and continue to play critical economic, cultural, and social roles in every sphere of life, constituting a significant portion of the workforce and serving as leaders, educators, entrepreneurs, and public servants; and

WHEREAS women have been at the forefront of social change movements, advocating for equal rights, voting rights, and opportunities for all, strengthening families and communities in Charlottesville and beyond; and

WHEREAS the City of Charlottesville recognizes the importance of highlighting and honoring the achievements of women past and present, who have shaped our society through their courage, intelligence, and determination; and

WHEREAS Women's History Month provides an opportunity to celebrate and reflect upon the invaluable contributions of women in our community and reaffirm our commitment to equality and justice for all;

NOW, THEREFORE, BE IT RESOLVED, that we, the Charlottesville City Council, hereby proclaim the month of March as **Women's History Month** in Charlottesville and we encourage all community members to celebrate the achievements of women and inspire future generations to continue this legacy of progress.

Signed and sealed this 17th day of March 2025.

Juandiego Wade, Mayor

Attest:

Kyna Thomas, Clerk



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

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

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

REPORTS

1. REPORT: Solid Waste Program Presentation

Steven Hicks, Public Works Director, introduced the item. 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.

Seth Cunningham with NewGen presented 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.

NewGen recommended that the City implement an across-the-board sticker and decal price increase of twenty-five percent (25%) (e.g., a large sticker would increase from \$2.10 to \$2.60, a 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. They also recommended that the City Ordinance be amended so that the City, or its designated contract hauler, is the exclusive provider for residential collection.

Councilors expressed concerns about disproportionately increased costs to households that do not generate enough waste to fill a cart, and they emphasized a desire to incentivize recycling and waste reduction.

2. REPORT: Natural Gas Decarbonization Next Steps

Lauren Hildebrand, Director of Utilities, made the presentation. The City of Charlottesville's natural gas utility is one of three 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. 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").

Ms. Hildebrand provided an update on the following Study 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)

Consultants recommended monitoring emerging decarbonization technologies and solutions that could potentially be implemented once they develop into a more mature stage and become economically feasible. Some next-step energy efficiency recommendations of the Study were:

- 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 toward 2030 goals:

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

Next steps toward 2050 goals:

- 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

CLOSED MEETING

On motion by Pinkston, seconded by Snook, Council voted 5-0 (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 Section 2.2-3711(A)(7), for briefing by staff members pertaining to actual litigation, where such briefing in open meeting would adversely affect the negotiating or litigating posture of the public body.

On motion by Pinkston, seconded by Payne, Council certified by a vote of 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

Councilor Payne announced the annual My Help List Contest sponsored by Mr. Alex-Zan.

Councilor Oschrein announced the Rose Hill community neighborhood walk on March 9 at noon.

Mayor Wade mentioned an accident involving a Charlottesville Area Transit bus earlier in the day.

RECOGNITIONS/PROCLAMATIONS

- **Proclamation: Charlottesville Area Association of REALTORS® (CAAR) 100th Year**
Councilor Snook presented the proclamation to members of CAAR.
- **Proclamation: American Red Cross Month**
Mayor Wade read the proclamation.
- **Proclamation: Social Work Month**
Vice Mayor Pinkston presented the proclamation to new Director of Social Services, Leon Henry.
- **Proclamation: Multiple Sclerosis Education and Awareness Month**
Mayor Wade acknowledged the proclamation.
- **Proclamation: Zion Union Baptist Church 130th Anniversary**
Mayor Wade acknowledged the proclamation, which will be presented at an upcoming event.

COMMUNITY MATTERS

Mayor Wade opened the floor for comments from the public.

1. Nicole Hawker, city resident, spoke about addressing health and wellness for marginalized individuals in the community. She encouraged the City to partner with local organization to provide affordable and culturally relevant wellness programs for physical and mental wellness as preventative measures.
2. Jason Halbert, city resident, spoke about presentations from the 4:00 p.m. work session and encouraged incentivizing recycling in the city and partially subsidizing the core city service. Regarding decarbonization, he encouraged reinvesting funds locally instead of seeking carbon offsets. He encouraged city investment in energy efficiency.
3. Grant McClain, Albemarle County resident and Chair of the Community Climate Collaborative (C3), spoke about the decarbonization study in favor of the City's efforts above and beyond the Study to enhance decarbonization, energy efficiency and electrification. He encouraged leveraging local expertise and reinvesting locally instead of seeking carbon offsets.
4. Chris Meyer, city resident, expressed concerns about various aspects of the decarbonization plan provided by city consultants. He spoke about the need for decarbonization of city school buildings.
5. Caroline Pugh, Policy Director at C3, spoke in support of comments and questions from Council during the 4:00 p.m. work session. She spoke about adverse financial and health effects of having natural gas in homes.

CONSENT AGENDA

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

3. MINUTES: February 18 regular meeting

4. RESOLUTION to Approve Reimbursement of \$285,861.38 for Buford/Charlottesville Middle School project (2nd reading)

**RESOLUTION to APPROPRIATE FUNDS
Appropriation of Funds from Charlottesville City Schools (CCS) to the Buford Middle
School Project - \$285,861.38**

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

5. ORDINANCE for Temporary Aerial Easement for the Verve Charlottesville PUD at 409 Stadium Road (2nd reading)

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

6. RESOLUTION Supporting Kindewood/Friendship Court Phase 3 Redevelopment Efforts

**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.

7. RESOLUTION to appropriate funding from the FY24 State Criminal Alien Assistance Program (SCAAP) Grant for Albemarle Charlottesville Regional Jail - \$9,036 (layover)
8. RESOLUTION for a Special Exception Permit at 818-820 E Jefferson Street

**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.

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

**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.

CITY MANAGER REPORT

Chris Engel, Director, presented highlights from the Office of Economic Development 2024 Annual Report.

ACTION ITEMS

10. RESOLUTION Approving Performance Agreement to Support 501 Cherry Avenue Redevelopment Efforts

Chris Engel, Director of Economic Development, presented the request for approval of a Performance Agreement to support 501 Cherry Avenue Development efforts.

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

**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.

11. 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)

Alex Ikefuna, Director of the Office of Community Solutions, presented the request, advising that applications for the Virginia Housing (formerly VHDA) LIHTC Program are due on March 13. City Staff recommended that City Council approve the resolution declaring the Preservation of Affordable Housing, Inc. (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.

John Settles, representing POAH, provided clarification of the areas to be impacted.

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

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.

12. 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

Antoine Williams, Housing Program Manager, explained the reason for amending the Memorandum of Agreement (MOA). 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.

John Sales, Executive Director of the Charlottesville Redevelopment and Housing Authority, explained the reasons for construction delay.

The proposed amendments were 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.

On motion by Oschrin, seconded by Snook, Council adopted the following ordinance by a vote of 5-0, waiving a second reading (Ayes: Oschrin, Payne, Pinkston, Snook, Wade; Noes: none):

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

GENERAL BUSINESS

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

Emily Dooley, Chair of the Charlottesville City School Board and School Superintendent Dr. Royal Gurley presented the School Board Adopted Budget for Fiscal Year 2026.

14. Presentation: Proposed City Budget for Fiscal Year 2026

City Manager Samuel Sanders, Jr. presented the Proposed City Budget for Fiscal Year 2026, with revenues and expenditures totaling \$264,474,183, revenue growth of \$12,550,000, and budget growth of 4.97% to address needs and opportunities. He acknowledged that City Council budget work sessions and public hearings will inform the final budget, scheduled for adoption by mid-April.

City Council asked clarifying questions.

COMMUNITY MATTERS (2)

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

ADJOURNMENT

On motion by Snook, seconded by Pinkston, Council voted 5-0 to adjourn the meeting at 8:50 p.m.

BY Order of City Council

BY Kyna Thomas, Clerk of Council



CHARLOTTESVILLE CITY COUNCIL MEETING MINUTES

March 6, 2025 at 6:00 PM

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

The Charlottesville City Council convened in a special meeting on Thursday, March 6, 2025, to discuss budget development for Fiscal Year 2026 (FY26). Mayor Juandiego Wade called the meeting to order and called the roll, noting all councilors present: Mayor Juandiego Wade, Vice Mayor Brian Pinkston and Councilors Natalie Oschrein, Michael Payne and Lloyd Snook. Mr. Wade turned the meeting over to City Manager Samuel Sanders, Jr.

FY 2026 Budget Development Overview and Discussion

City Manager Sam Sanders and Budget Director Krisy Hammill led a discussion based on the following agenda, as follow-up to the FY26 Proposed Budget introduction at the March 4 regular Council meeting:

- Revenue Changes FY25 to FY26
- Current Year Projections
- General Fund Expenditure Categories
- Expenditure Changes FY25 to FY26
- Tax Rates
- Budget Highlights
- Year-End Surplus Update
- Important Budget Dates

Ms. Hammill stated that City budget information can be located online at www.Charlottesville.gov/budget.

Councilors asked clarifying questions about various expenditures such as the purchase of short-term rental compliance software, reclassification of staff positions, adding a Freedom of Information Officer for the Police Department, adding an in-house concrete crew in Public Works, filling bus driver seats, and implementation of an employee engagement program. The following staff members helped answer Council's questions: Commissioner of the Revenue Todd Divers, Clerk of Council Kyna Thomas, Police Chief Michael Kochis, and City Treasurer Jason Vandever.

The proposed budget was developed without recommendation of a tax increase.

On motion by Pinkston, seconded by Oschrein, Council voted unanimously to adjourn the meeting at 7:36 p.m.

BY Order of City Council

BY Kyna Thomas, Clerk of Council

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



Agenda Date:	March 17, 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 (2nd reading)

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 17, 2025
Action Required:	Consideration of an application for a Critical Slope Special Exception
Presenter:	Dannan OConnell, Planner
Staff Contacts:	Dannan OConnell, Planner
Title:	Resolution considering a Critical Slope Special Exception request for 1115 St. Charles Court

Background

Matt Morrill (applicant and property owner) wishes to improve the above-referenced property with a retaining wall, patio, paved path and accessory shed. The proposed improvements will impact critical slopes on-site as defined by Section 34-4.10.1.B.1. Per Section 34-4.10.1.D a request for a critical slope special exception must be approved by City Council before these improvements can be permitted. Existing critical slopes areas located on this property include around 3,600 square feet or 50 percent of the site. Around 500 square feet of critical slopes will be disturbed.

Discussion

The Planning Commission held a hybrid virtual and in-person Special Meeting on February 25, 2025 on this matter. The Planning Commission had no concerns with the request, and recommended approval of the special exception with no recommended conditions.

Staff note: A recording of the meeting can be found at the following link. Discussion starts at the 5:00 mark.

[Link to Recording of Special Meeting](#)

Staff note: The full application for this project can be found at the following link. Materials start on page 2.

[Link to Staff Report and Application Materials](#)

Alignment with City Council's Vision and Strategic Plan

If City Council approves this critical slope special exception request, the project could contribute to the 'Climate Action' strategic outcome area of the City Council's Vision Statement and Strategic Plan.

Community Engagement

Under the City's Development Code, a Critical Slope Special Exception does not require a Public Hearing or community engagement meeting.

Staff have received no emails or phone calls expressing concerns with the development.

On February 25, 2025 the Planning Commission held a Special Meeting to consider this application. The Special Meeting was a hybrid meeting with the public able to join online and in person. No public comments or concerns were expressed related to this critical slope special exception request.

Budgetary Impact

This has no impact on the General Fund.

Recommendation

The Planning Commission voted 5-0 to recommend the application be approved.

Alternatives

City Council may deny or indefinitely defer the requested Critical Slope Special Exception:

- (1) Denial: "I move to deny the Critical Slope Special Exception requested with application PL-24-0107"
- (2) Deferral: "I move to defer Council action on Critical Slope Special Exception PL-24-0107"

Attachments

- 1. RESOLUTION - Critical Slope - 1115 St Charles Ct

**RESOLUTION APPROVING A REQUEST FOR A CRITICAL SLOPES SPECIAL
EXCEPTION FOR PROPERTY LOCATED AT 1115 ST. CHARLES COURT**

WHEREAS, Matthew Morrill (“Landowner”) is the current owner of a lot identified on 2025 City Tax Map 48A as Parcel 41B08 (City Parcel Identification No. 48A041B08), having an area of approximately 0.17 acres (7,200 square feet); (“Subject Property”); and

WHEREAS, the Landowner wishes to install a retaining wall, patio, and accessory shed on the Subject Property (“Project”); and

WHEREAS, the Project is described in more detail within the Landowner’s application materials submitted in connection with Application PL-24-0107 (“Application”), as required by City Development Code § 34-5.2.16.B.2 (collectively, "Application Materials"); and

WHEREAS, the City of Charlottesville Planning Commission (“PC”) made a recommendation of approval at its February 25, 2025 Public Meeting per City Development Code § 34-5.2.16.C.3.

NOW THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Charlottesville, Virginia (“City Council”), upon consideration of the PC's recommendation and the City Staff Report discussing the Application, as well as the factors set forth within City Development Code § 34-5.2.16.D, this City Council finds and determines that granting the proposed Critical Slopes Special Exception would serve the public necessity, convenience, general welfare, or good zoning practice; and

BE IT FURTHER RESOLVED, by City Council, pursuant to City Development §§ 34-4.10.1.D and 34-5.2.16, a Critical Slopes Special Exception is hereby approved and granted to authorize the Project and permit installation of a retaining wall, patio, and accessory shed consistent with the Application Materials for the Subject Property.

Approved by Council
[REDACTED], 2025

Kyna Thomas
Clerk of Council



City Manager's Report

City Departments

3-17-2025

City Manager – Sam Sanders (he/him)

- 3/4 Received a briefing from UVA leadership ahead of the Buildings & Grounds Committee Meeting for the Board of Visitors Convening
- 3/5 Met with an internal staff group to discuss event possibilities to celebrate the 50th Anniversary of the Downtown Mall and 250th Anniversary of the Declaration of Independence next year during 4th of July weekend; joined by CACVB executive director, Courtney Cacatian
- 3/6 Completed professional development training with the American Association of Airport Executives in support of my service as a member of the CHO Airport Authority
- 3/10 Met with Judith Selzer and Marta Keane to introduce the new JABA Executive Director. Congratulations Marta on your retirement!
- 3/10 Monthly meeting with Dr. Gurley to discuss priorities with Charlottesville City Schools
- 3/11 Monthly meeting Jeff Richardson to discuss priorities with Albemarle County

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

- During March 2025, please be sure to high-five a social worker! Thank you to the City Council for recognizing National Social Worker Month through a proclamation provided to Mr. Leon Henry, Director for the Department of Social Services, at their first meeting of the month! Thank you to Deputy Director Jenny Jones and her staff for all their hard work. And belated thank you to Deputy Director Mary Jane Skidmore and her Benefits team for their hard work that was celebrated in February 2025 during Benefits Professionals Month!
- Attended the National League of Cities Congressional City Conference, March 9-12, 2025, by serving as a member of the REAL (Race, Equity and Leadership) Council and a member of the inaugural NLC REAL Centering All People Practitioners cohort.
- Co-hosted the VLGMA Winter Conference as conference co-chair at the Omni in Charlottesville in February 2025. The conference engaged local government managers across the Commonwealth in educational opportunities and collaborative networking.

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

- Served on the Innovative Zoning for Thriving Communities panel at the Virginia Local Government Management Association (VLGMA) Winter Conference along with NDS Director Kellie Brown, who shared insights from her time in Arlington. Other panelists were from Roanoke and Danville, and City Manager Sanders served as moderator. The panel discussed how innovative zoning strategies can

shape more inclusive, equitable, and livable communities. Mitchell Silver, former NYC Parks Commissioner and Raleigh, NC Planning Director also spoke at the conference and participated in the panel.

Department of Human Services – Director Misty Graves (she/her)

- Community Attention Foster Families (CAFF) is actively searching for families in Charlottesville, Albemarle, and surrounding communities. The next information session is on April 10 at 6:15 PM via Zoom. The first steps to becoming a foster parent are to register for this session: <https://www.charlottesville.gov/260/Become-a-Foster-Parent>. For ongoing updates about CAFF opportunities, please consider following Community Attention Foster Families on Facebook.
- The Community Attention Youth Internship Program (CAYIP) will have a spring session from April 7 - June 1. Applications are due March 21. Youth ages 14 – 21 are eligible to apply for an engaged and meaningful experience to build job skills and earn a stipend! Applications are online: <https://www.charlottesville.gov/256/Community-Attention-Youth-Internship>. For ongoing updates about CAYIP opportunities, please consider following @CAYIPCville on major platforms.
- As part of the Council's Strategic Goal of Partnerships, on February 27, City staff collaborated with partners to host a Resource Fair at Carver Recreation Center. This fair showcased several youth- and family-serving agencies to increase awareness of their services and establish relationships. It was well attended!

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

- Master Plan
 - A full draft of the Charlottesville Parks and Recreation Master Plan is available online at: [Charlottesville Parks and Recreation Master Plan | EngagePros](#).
 - The upcoming comment and adoption schedule is as follows:
 - March 11 – Planning Commission Meeting, 5:00 PM | City Council Chambers
 - March 17 – City Council Meeting (1st reading), 6:00 PM | City Council Chambers
 - April 7 – City Council Meeting (2nd reading), 6:00 PM | City Council Chambers
- Meadowcreek Golf Course
 - Interior renovations at the golf shop will begin in mid-March and continue through June. Improvements include new flooring, updated lighting, bathroom fixture upgrades, fresh paint, and new furniture.

- Food & Beverage Service is available Thursday – Sunday, 10:30 AM – 4:30 PM. More details, including the menu, can be found at: [Meadowcreek Golf Course | Charlottesville, VA Golf](#).
- Programs & Events
 - Adaptive Summer Camps – Both six-week camps are full, but there are four spots remaining in the end-of-summer specialty camp week.
 - Senior Water Exercise – Now available twice a week! The Arthritis Foundation recommends water exercise two-three times per week, so join us to stay active and healthy.
 - Charlottesville Family Camp Expo – Parks & Rec attended the February 23, 2025 expo to promote summer camps. Spots are still available for City and non-City residents in summer and adventure camps.
 - Spring Break Camp (March 31 – April 4) – Limited spots remain, so register soon!
 - Annual Eggstravaganza (April 5) – Join us at McIntire Park for a fun-filled morning of music, egg hunts, and more! The event runs from 10:00 AM – 12:00 PM.
 - Farmers in the Park – Applications for reserve status vendors are open until April 1. Reserve vendors receive a 25% discount by pre-paying for the season's market fees. Contact citymarket@charlottesville.gov for details.
 - Friday Open-Gym Volleyball – Starting March 14, the Herman Key Rec Center will host open-gym volleyball Fridays from 8:45 – 11:00 PM. No registration required—drop in for practice or a pickup game!
 - Senior Basketball Open-Gym – Seniors are encouraged to stay active with Wednesday sessions from 12:00 – 2:00 PM at the Herman Key Rec Center.
 - For more information on programs and events, visit [Charlottesville Parks & Recreation](#).

Utilities – Director Lauren Hildebrand (she/her)

- The Department of Utilities is excited to offer a newly expanded \$500 attic insulation rebate. Complementing Utilities' no-cost home weatherization program and energy efficiency initiatives, this rebate is available to customers who have their attic insulation upgraded. Upgrading attic insulation is one of the most cost-effective weatherization measures customers can take to help ensure the building envelope of their house is providing maximum protection from the outside elements. A properly insulated house increases comfort in every season, reduces energy costs year-round, and improves overall home energy efficiency. The attic insulation rebate is available to customers living in older existing single-family homes that use natural gas for home heating who have the installation performed by a licensed contractor. Over 21,000 area homes were built before

Virginia enacted insulation code requirements in 1970, meaning many homes in Charlottesville could be under-insulated and in need of an upgrade. More information on the attic insulation rebate, as well as other incentives from Utilities, can be found by going to www.charlottesville.gov/utilities.



Bennett's Village

a place for ALL to play

2024 Financial Report to City

In 2024, Bennett's Village received \$659,005 from donations, grants, stock transfers, and interest. Of that amount, \$316,796 was spent on Phase One ("The Treehouse") and \$12,122 was spent on the creation of architectural and construction documents for future phases of the project. A breakdown of expenditures is below.

Capital project costs	
Construction	314,411.26
Design	12,121.54
Playspace equipment	63.18
Signage	1,359.80
Surveys	962.50
Total Capital project costs	\$ 328,918.28

Please let me know if you have any questions or concerns about this report.

Sincerely,

Kara M. McClurken
President, Bennett's Village

Open for Play: The Treehouse at Bennett's Village



**Bennett's
Village**

a place for ALL to play

Who We Are - Bennett's Story



- Bennett's Village is named for Bennett, who, like all children, loved to play....
- Unlike most kids, Bennett had Spinal Muscular Atrophy
- Bennett dreamed of a local place to play
- He passed away unexpectedly at the age of five
- We transformed our grief into action



Concept Designs



Phase One: Treehouse

- Accessible entrance and turnarounds
- Sensory and nature elements
- Low vision features
- Electric outlets
- Native plantings
- Accessible path



Accessible Entrance



Sensory Panels



Design Elements Mimic Nature



Low Vision Features

- Yellow truncated domes
- Walls are a different color than the floorboards
- Outer railing

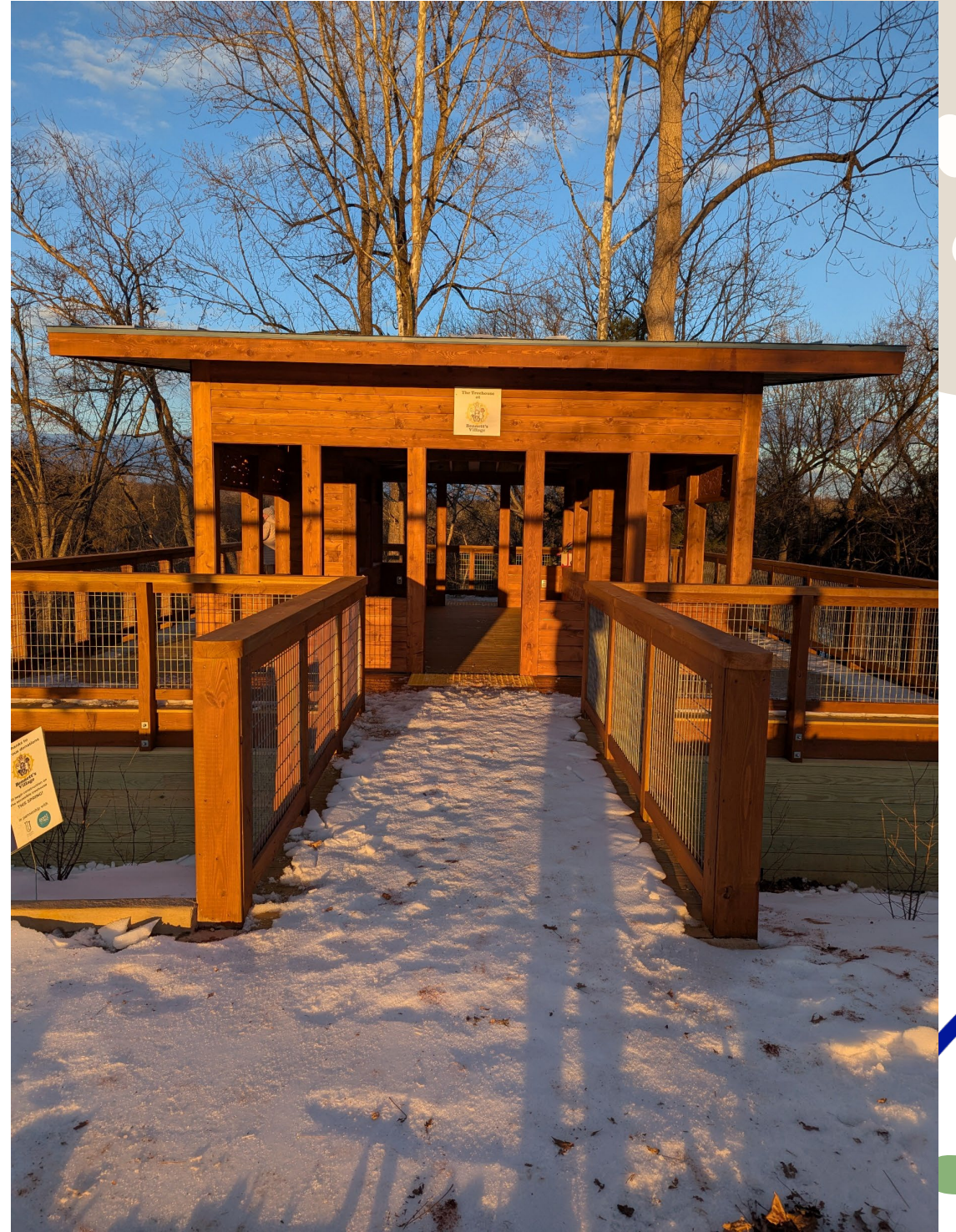
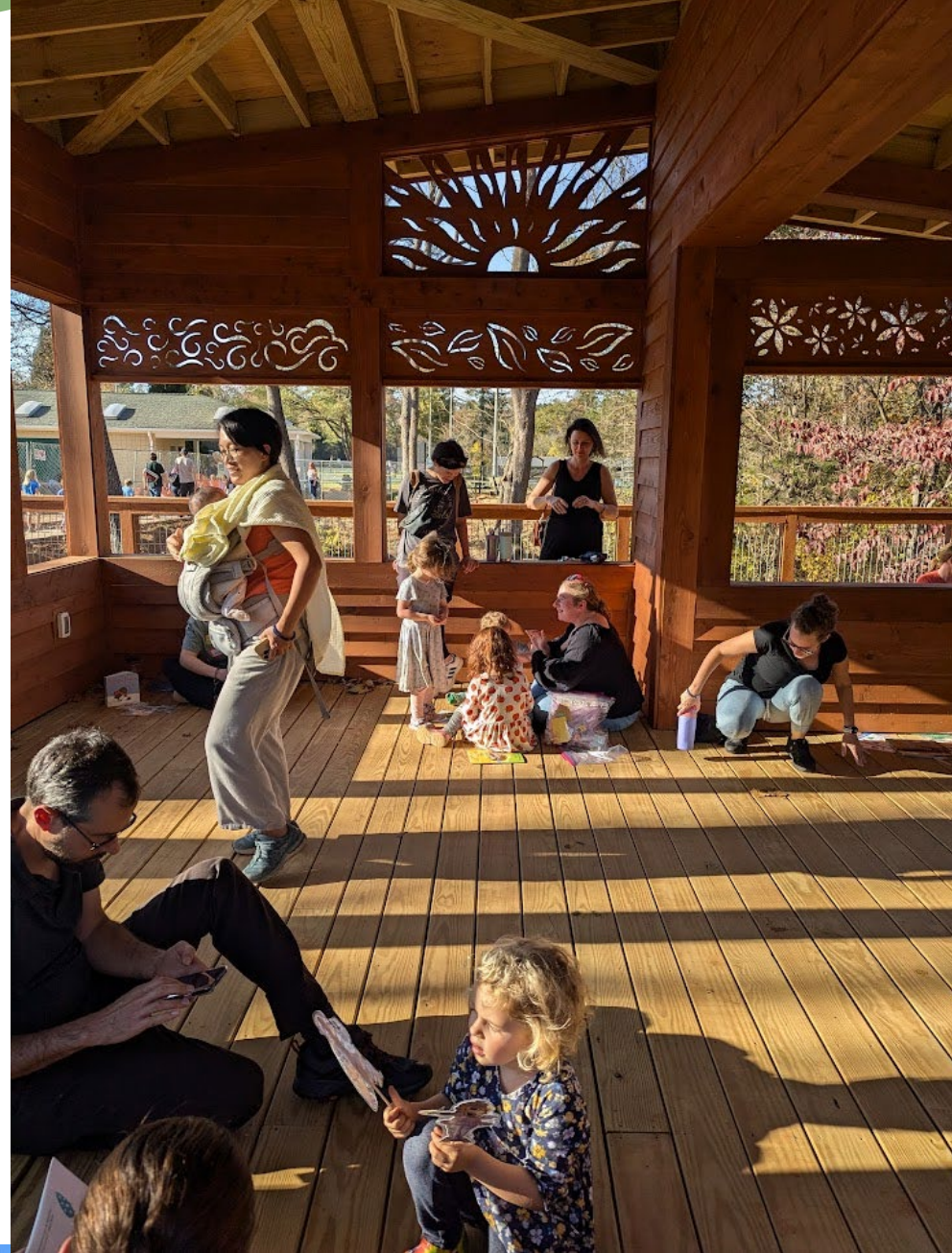
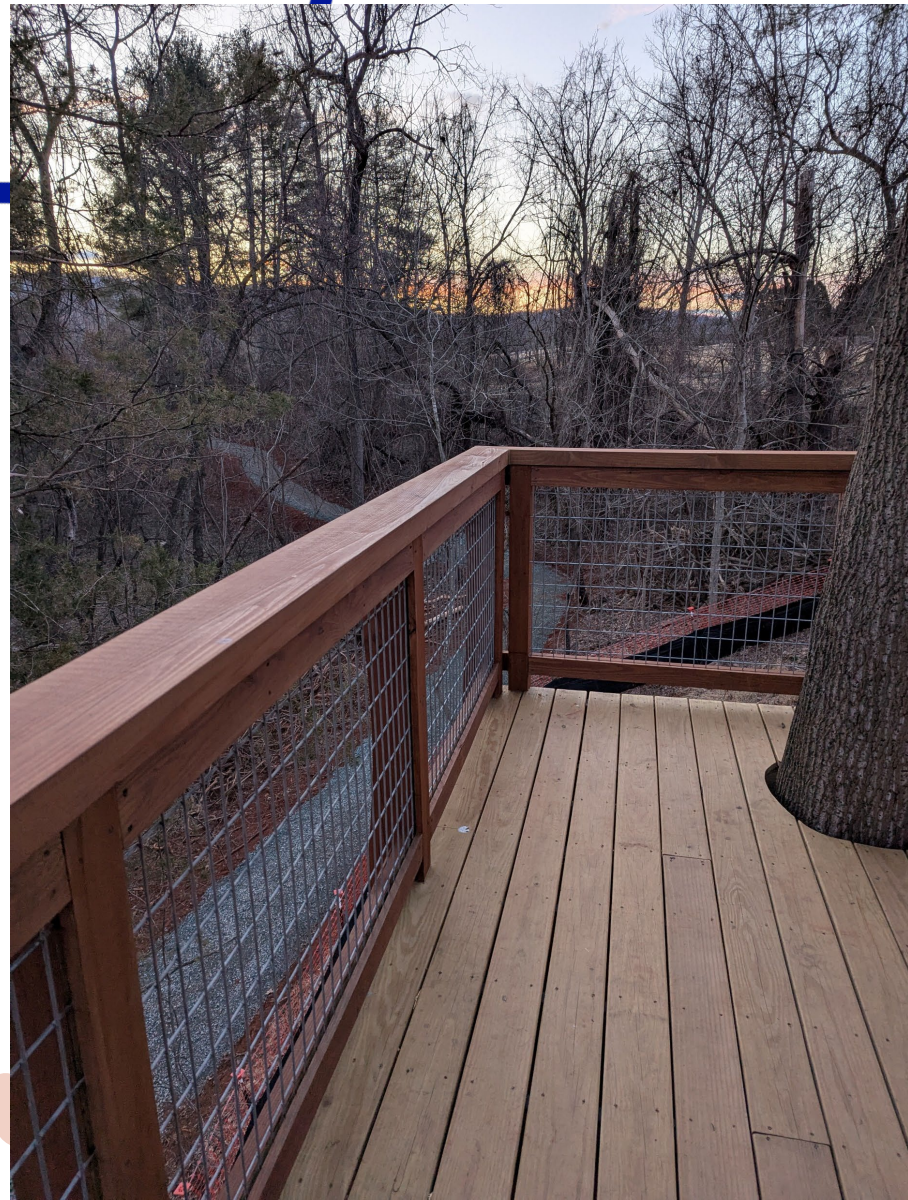


Electrical Outlets



Native Plantings





Coming Soon

- Paving of the path
- Family accessible bathroom



Come Celebrate with Us

Sunday April 27th
1-5pm

Rain date:
Sunday May 4th



What's Next



- Working with Mahan Rykiel Associates and Parks & Recreation to
 - Select playspace equipment
 - Update cost estimates
 - Create design and construction documents
- Increase staffing at Bennett's Village to support fundraising for next phases



Party in the Park

Sunday, April 27th

1 pm - 5 pm

Pen Park

Scan me



Bennett's Village
a place for ALL to play

CHARLOTTESVILLE
parks & recreation



Questions?

[Web: www.bennettsvillage.org](http://www.bennettsvillage.org)

[Email: bennettsvillage@gmail.com](mailto:bennettsvillage@gmail.com)

[Facebook:](#)

<https://www.facebook.com/charlottesvilleinclplayground/>

Instagram: @BennettsVillage

Register for Party in the Park:

www.bennettsvillage.org/party-in-the-park



Botanical Garden
of the **Piedmont**

We'll grow together

CHARLOTTESVILLE CITY COUNCIL UPDATE

(March 2025)

*Unless otherwise specified, all data provided is from
July 1 – December 31, 2024
(Six months of data)*

WHO WE ARE



Core Values:

*Inspiring connection, learning,
and joy through nature.*

The Mission: To welcome all community members and visitors to engage in nature, to inspire learning through the beauty and importance of plants, to advance sustainability, and to promote human and environmental well-being.

Our Vision: Today and for the Future of the Garden is

Create and maintain the garden to unite plants native to our region with complimentary architecture and landscape design.

Provide access to the garden and its natural spaces for exploration, observation, and restoration.

Present affordable, engaging programming to provide educational and inspirational experiences for all ages.

Commit to inclusion, excellence, and upstanding management while maintaining a positive impact on the eco-system and our community.

Inclusion Statement:

The Botanical Garden of the Piedmont brings people of all ages and backgrounds together as a community to celebrate and nurture our native flora and fauna. BGP embraces inclusion by inviting everyone to participate in the Garden whether they be visitors, supporters, volunteers, or staff, to further our goal of being a place that promotes human and environmental well-being. In nature and in society, diversity matters—we welcome and celebrate it!

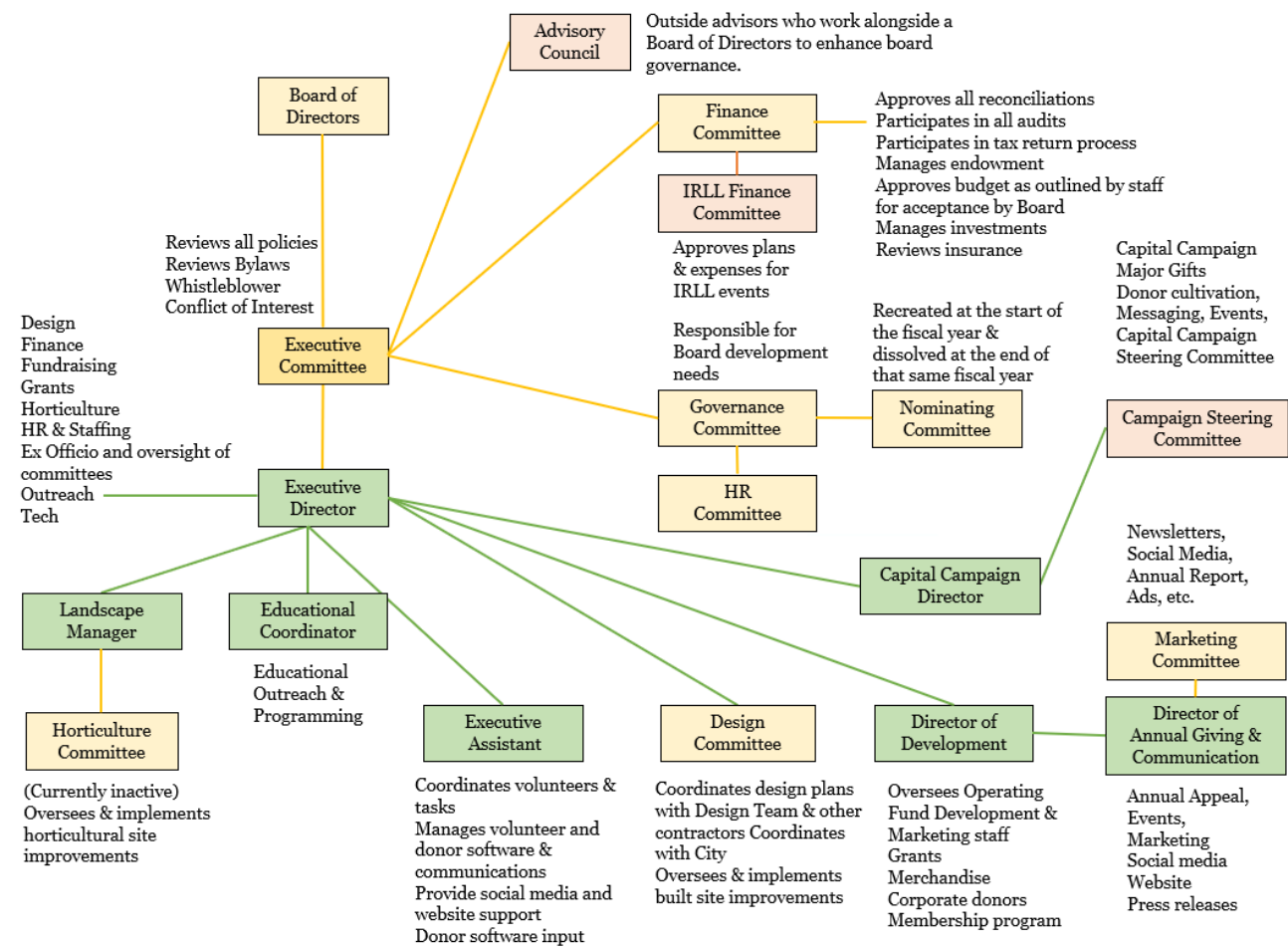
BUILDING THE GARDEN

A THREE-PRONGED APPROACH

❖ INTERNAL ORGANIZATION

❖ STEWARDING THE SITE

❖ PLANNING THE FUTURE GARDEN



Organizational Chart

FY 2024 – 2025

Updated March 2025

LEGEND

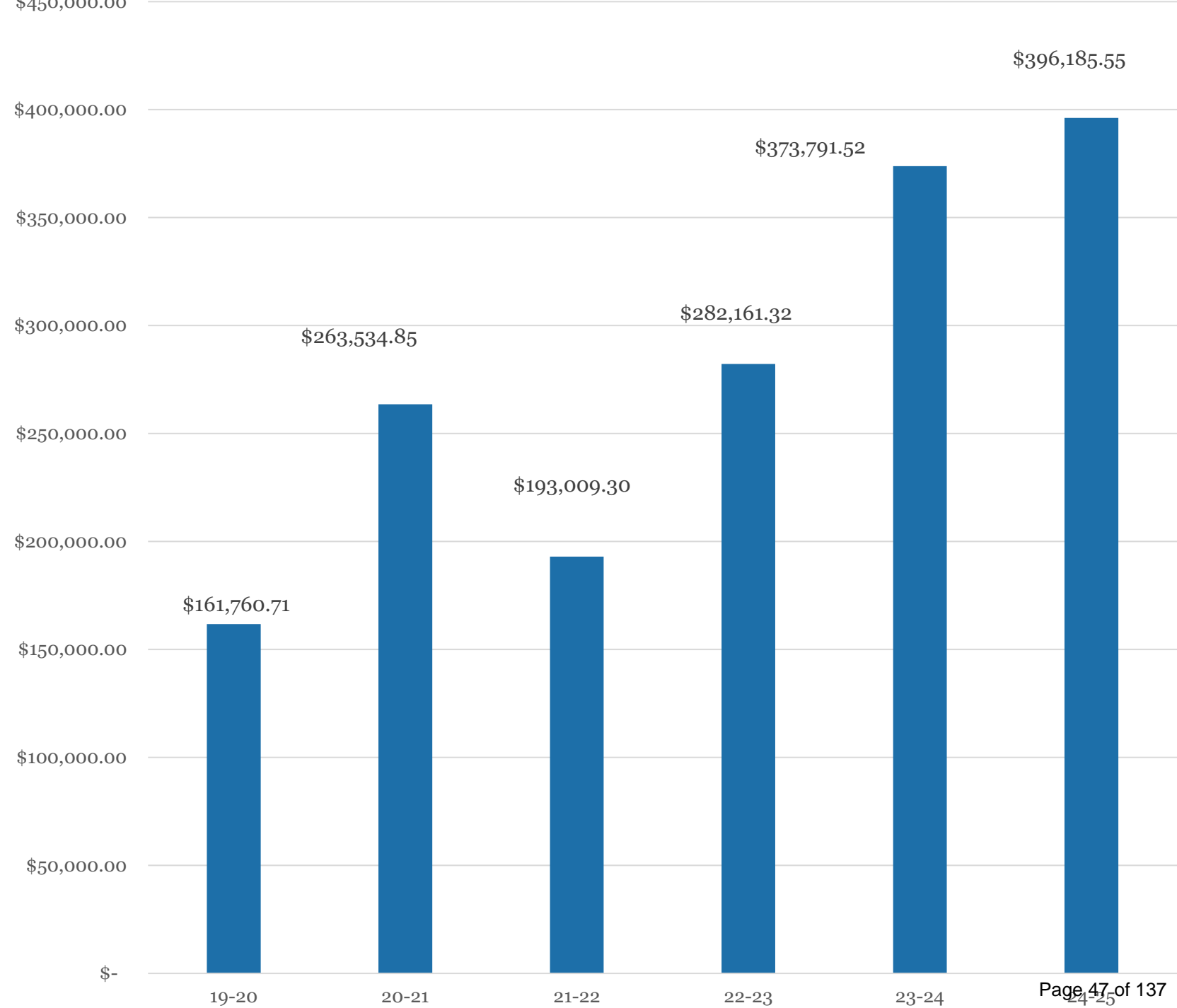
Staff
Board Committee
Executive Committee Members
Not Standing Committee



BUILDING THE GARDEN

FUNDRAISING

- ❖ Annual Appeal received 412 gifts.
- ❖ Executed our Fall Appeal with 22 board members, volunteers and staff stewarding over 365 individual appeals.
- ❖ The Grants Team has been awarded 6 of the 12 grants (50%), for a total of \$88,000 in grants funding!
- ❖ As of February 28, 2025 Total Capital Campaign Fund -Including All Gift Types: **\$9,582,778.19.**



BUILDING THE GARDEN

EVENTS & PROGRAMS

- ❖ Almost 800 people participated in the inaugural Botanical Art Festival in September, which included week long free art programs, a ticketed Art Show.
- ❖ Provided 73 programs with 1,261 participants. Provided 13 educational walks with 91 participants.
- ❖ Provided educational programs to Lafayette School, Abundant Life, Starr Hill, and more.
- ❖ Partnered with Gordon Avenue Library for 7 children's story hours with 262 participants.



BUILDING THE GARDEN: STEWARDED THE SITE

- ❖ Garden Guardians
- ❖ Volunteer work-days
- ❖ Arborists
- ❖ Landscape Contractors
- ❖ Staff Landscape Manager



BUILDING THE GARDEN:

STEWARDING THE SITE

Removing invasive plants along the railroad right-of way.



“Labyrinth”, Carlton Carroll’s
Winning Entry in the 2023 Photo
finish contest



September 2022



January 2023



April 2023



BUILDING THE GARDEN:

STEWARDED THE SITE

Stream Restoration
Progress photos from
12/4/2023 to 8/27/2024.



BUILDING THE GARDEN: THE FUTURE LANDSCAPE



The Future Garden



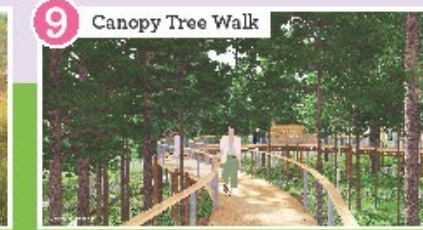
This award winning design was informed by community feedback and our core values:
Inspiring connection, learning and joy through nature.



Want to help the Garden grow?
Scan here to make a donation to our Capital Campaign.

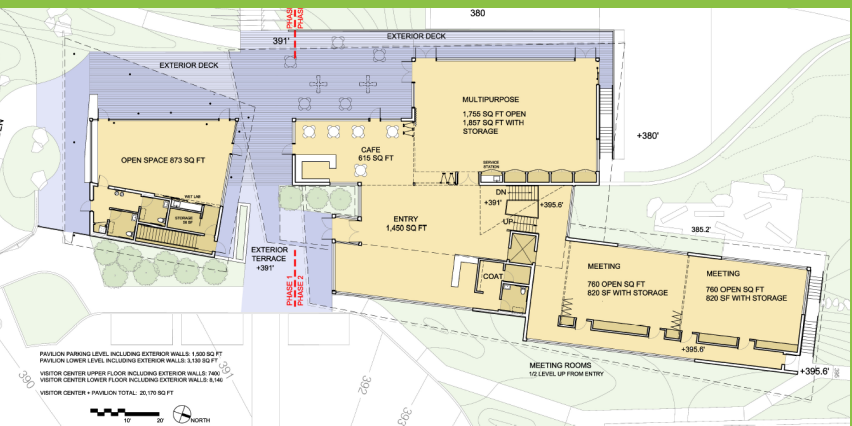


**Botanical Garden
of the Piedmont**
We'll Grow Together

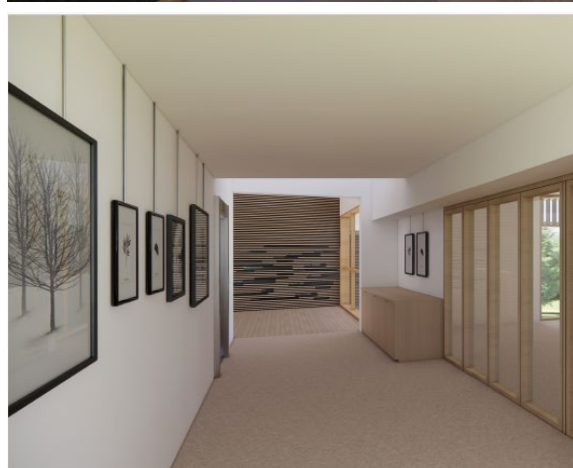


BUILDING THE GARDEN:

THE FUTURE BUILDING EXTERIORS



BUILDING THE GARDEN: THE FUTURE BUILDING INTERIORS



BUILDING THE GARDEN

WATER CONCERNS

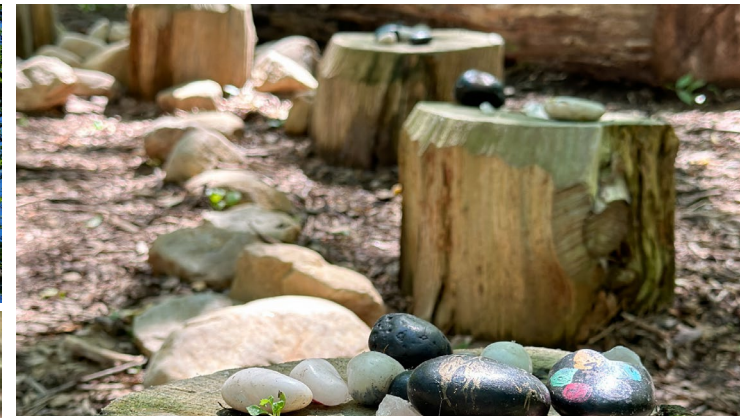
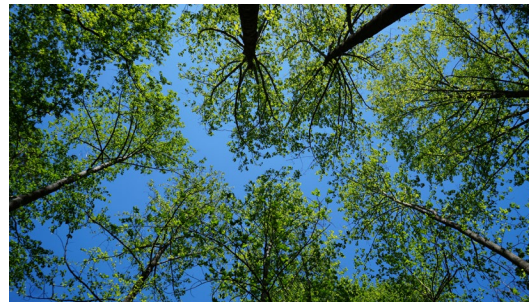
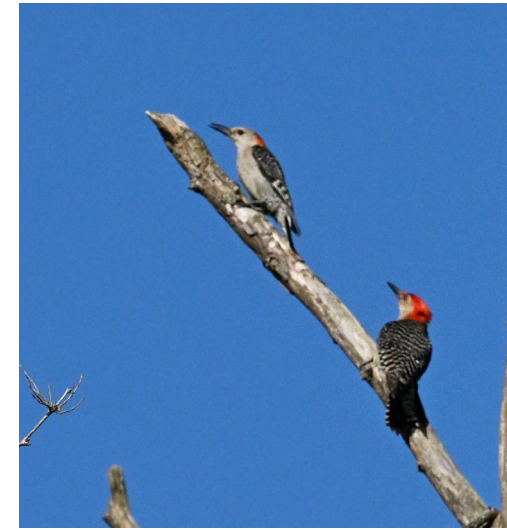
- ❖ Extending water line from Park Street.
- ❖ Digging wells for irrigation.



BUILDING THE GARDEN

FUTURE PLANS

- ❖ Respond to Site Plan submittal feedback from the City & County.
- ❖ Completing the Construction Documents for the buildings and landscape.
- ❖ Meeting the fundraising goals needed to launch the public phase of the Capital Campaign.
- ❖ Continuing to expand our donor base and grow our Operating Fund.
- ❖ Launching our Membership program.
- ❖ Engaging more community partners.
- ❖ A full season of Super Saturdays, including classical music & poetry programs and Gatherings in the Garden.



Contact Us:
(434) 953-0060

PO Box 6224
Charlottesville, VA
22906

info@piedmontgarden.org

*Inspiring connection,
learning and joy
through nature.*



www.piedmontgarden.org

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



Agenda Date:	March 17, 2025
Action Required:	Adoption of the application to amend the City's Comprehensive Plan to include the Parks & Recreation Master Plan.
Presenter:	Riaan Anthony, Director of Parks & Recreation
Staff Contacts:	William Bassett, Business and Golf Manager
Title:	Public Hearing and Resolution for Parks & Recreation Comprehensive Master Plan Adoption (1 of 2 readings)

Background

In November 2023, the City began a Comprehensive Parks & Recreation Master Plan with PROS Consulting. The purpose of the Master Plan is to guide the department for the next 10 years and provide strategic direction and vision to meet current and emerging public needs, as well as remain the primary steward of significant natural, cultural, and historic resources.

After 15 months of working with PROS Consulting, the community and various boards, commissions and partners, the Department has a full plan for Council to consider adopting which would be incorporated into the City's Comprehensive Plan. As part of the acceptance process, Parks & Recreation has received approval and comments/ammendments from the following boards/commissions:

- Parks & Recreation Advisory Board: February 6, 2025
- Planning Commission: March 11, 2025

PROS Consulting will be providing an overview of the plan and answering any questions and/or feedback/edits to the document.

Discussion

The presentation allows the Council to review and ask any questions or provide any feedback regarding the Master Plan document, key recommendations, and goals.

Alignment with City Council's Vision and Strategic Plan

Recreation, Arts, Culture

Community Engagement

Robust community engagement has occurred throughout the Master Plan process and PROS Consulting will provide specific details of engagement. Public comments were also received during

the Parks & Recreation Advisory Board Meeting on February 6, 2025 and at the Planning Commission Meeting on March 11, 2025.

Budgetary Impact

Once adopted, there will be community expectation to proceed with implementation which will have an impact on the General Fund operating expenses and Capital Improvement Program.

Recommendation

Staff recommend the approval of the parks and recreation Master plan and amend the city's comp plan.

Alternatives

Council could choose to not adopt and continue to work on another version. Additional funding would be needed for further work with PROS Consulting.

Attachments

1. PC Resolution
2. Resolution for amendment of the Comp plan to add the PR Master Plan

**RESOLUTION
OF THE CHARLOTTESVILLE PLANNING COMMISSION**

**Recommending Amendment of
the November 15, 2021 Comprehensive Plan, as amended, to add the Parks and Recreation
Master Plan**

WHEREAS on March 11, 2025, the Planning Commission held a public hearing on a proposed amendment to the November 15, 2021 Comprehensive Plan, as amended, after public notice as set forth within Virginia Code Sec. 15.2-2204, to include the Parks and Recreation Master Plan as an amendment, and

WHEREAS following the public hearing, the Planning Commission recommended the addition to the plan of a section explaining and referencing the Three Notch'd Trail and planning for future trail connections.

BE IT RESOLVED that the Planning Commission recommends City Council approve the Parks and Recreation Master Plan (dated January 27, 2025), with their amendment, as an amendment to the City's November 15, 2021 Comprehensive Plan, as amended. A copy of the Parks and Recreation Master Plan as recommended by the Commission is attached to this Resolution and is hereby certified to the City Council for its consideration in accordance with City Code Section 34-5.2.3.

Adopted by the Charlottesville Planning Commission, the 11 day of March 2025.

Attest:


Secretary, Charlottesville Planning Commission

Attachment: <https://www.charlottesville.gov/1857/Master-Plan>

RESOLUTION
TO AMEND THE NOVEMBER 15, 2021, CITY COMPREHENSIVE PLAN, AS
AMENDED, TO ADD THE PARKS AND RECREATION MASTER PLAN

WHEREAS, on Tuesday, March 11, 2025, the City of Charlottesville Planning Commission (“PC”) held a Public Hearing on a proposed amendment of the Comprehensive Plan for the City of Charlottesville, dated November 15, 2021, as amended to date (“Comprehensive Plan”), after notice of intention to do so was published in accordance with the requirements of §15.2-2204(A), Code of Virginia, 1950, as amended; and

WHEREAS, after the Public Hearing on March 11, 2025, the PC recommended approval of the proposed Comprehensive Plan Amendment and directed that said Comprehensive Plan be transmitted to the City Council of the City of Charlottesville, Virginia (“City Council”), for consideration (“Certified Plan”); and

WHEREAS, on Tuesday, March 17, 2025, City Council held a Public Hearing on the proposed Certified Plan after notice of intention to do so was published in accordance with the requirements of §15.2-2204(A), Code of Virginia, 1950, as amended; and

WHEREAS, as required by § 15.2-2225, Code of Virginia, 1950, as amended, a link to the Certified Plan was posted on the City’s website, the place where such information is posted, and the Certified Plan has been available to the public; and

WHEREAS, City Council desires that the proposed Amendments be made to the Certified Plan, to-wit: the addition of the Parks and Recreation Master Plan.

NOW THEREFORE, BE IT RESOLVED, that City Council finds and determines that, with the amendments adding the Parks and Recreation Master Plan, desired by City Council as described above, the Certified Plan has been made with the purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of the territory within the City, which will, in accordance with present and future probable future needs and resources, best promote the health, safety, morals, order, convenience, prosperity, and general welfare of the City’s inhabitants; and

BE IT FURTHER RESOLVED, by City Council that the aforesaid Certified Plan is hereby adopted, re-enacted and re-ordained as the official City Comprehensive Plan pursuant to § 15.2-2226, Code of Virginia, 1950, as amended, and shall hereafter continue to be known and referred to as the City’s “Comprehensive Plan (2021).”

[Clerk signature block]

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



Agenda Date:	March 17, 2025
Action Required:	Approval of <i>2025 ReadyKids Accessible Play</i> proposal and the appropriation of associated Community Development Block Grant funds, a Substantial Amendment, in the amount of \$50,000 (CDBG-CV & CDBG)
Presenter:	Anthony Warn, Grants Analyst
Staff Contacts:	Anthony Warn, Grants Analyst Taylor Harvey-Ryan, Grants Program Manager
Title:	Public Hearing and Resolution for the <i>2025 ReadyKids Accessible Play</i> Program, a Substantial Amendment in the Amount of \$50,000 (CDBG-CV & CDBG) (1 of 2 readings)

Background

The City of Charlottesville, Virginia ("City"), is an Entitlement Community as designated by the U.S. Department of Housing & Urban Development ("HUD") and, as such, is the recipient of annual allocations of federal funds through the Community Development Block Grants ("CDBG") and the HOME Investment Partnerships Programs. City staff have worked closely with HUD Staff over the life of these Programs to be wise stewards of these funds and to support a wide range of impactful community development and affordable housing programs on behalf of the people of Charlottesville.

This proposal seeks to continue this work by providing financial support to one of the City's oldest youth-serving nonprofits to support their important counseling services to children in need and their caregivers.

Discussion

ReadyKids is one of the City's oldest nonprofits and provides valuable counseling and support services to youth within the greater Charlottesville area and their caregivers. ReadyKids has dedicated a great deal of their time, energy, and resources to developing a state-of-the-art facility, including through a major renovation ending in 2019 that added, among other enhancements:

- A large, welcoming waiting room with interactive play spaces and comfortable furniture for caregivers;
- Several new conference rooms for use by ReadyKids Staff (these are also made available to community partners as needed);
- Increased office space for Staff (forty-six (46) Staff at present); and
- Additional rooms for family therapy and decompression spaces.

ReadyKids has worked hard to create a welcoming environment inside the facility that is well-equipped for social distancing and has dedicated its limited resources to its core mission of providing family support, early learning opportunities, and counseling services to youth in need and their caregivers. This has left little time and few financial resources available to develop the outdoor space into a warm, welcoming and, most importantly, accessible, area for the beneficiaries of their services. Currently, ReadyKids clients have access to a partially developed outdoor space that features:

- Roughly defined walking paths;
- A small concrete slab (primarily for ingress/egress; not large enough for tables or even seating);
- Limited seating options, consisting primarily of a few older plastic tables and chairs, some donated, near the building as well as a few wooden Adirondack-style chairs on the far side of the outdoor space; and
- Limited play features including a small walking bridge and a "mud kitchen" (a space which incorporates a basic wood structure, set up similarly to a kitchen counter and sink and which encourages the use of natural elements for play and creativity).

Shortly after the onset of the COVID pandemic, ReadyKids began to explore ways of providing its clients with additional safe waiting spaces that would adhere to COVID safety principles, such as distancing and access to fresh air. ReadyKids began by connecting with Chloe Hawkins ("Hawkins") of COHORT, a local landscape architecture firm, to research and realize the potential for the outdoor space. Hawkins' portfolio includes playgrounds and outdoor spaces that center around inclusivity and accessibility for folks of all different abilities and forms of mobility. She understands the limited budget and has worked with ReadyKids Project Staff to develop a staged approach to the improvement of the outdoor space, minding the need for financial support from the City and other private fundraising efforts.

In spite of all of this work, many parents and caregivers elect to wait in their cars to limit their potential exposure to COVID and other communicable illnesses. ReadyKids desires to have a place for caregivers and family members who prefer alternative waiting areas, including a more welcoming, accessible, and inclusive outdoor space.

Building on ReadyKids' long history of serving area youth and their caregivers, and with the goal of creating an even more welcoming and accessible environment for them, Staff proposes to use funds from the City's CDBG and CDBG-CV Programs to support ReadyKids in the rehabilitation of their play-space to provide, among other enhancements:

- Newly accessible deck-area from the existing waiting room back door, which would increase accessibility to the outdoor play-space. This addition will support seating and be more accessible to participants who might have different mobility needs;
- Landscaping and grading, which would allow for more clearly defined paths and playground improvements, further increasing the accessibility and inclusiveness of the space;
- Funding for the professional services of a local architect who will help ReadyKids develop their vision and deliver construction-ready design plans, as well as assisting Staff in obtaining the required permits/approvals; and

- Additional enhancements and improvements as funding allows.

Additional Benefits

This proposal builds on the goal of HUD's CDBG-CV Grant Program to support "long-term spaces designed to reduce the transmission of future coronaviruses." (Note: The funds to be used for this Project stems entirely from private donations to ReadyKids and the proposed CDBG funding, so there is no risk of "duplication of benefits" as spelled out in HUD's CDBG-CV guidance.)

This proposal also brings with it the additional benefit of enabling ReadyKids to use awarded funds as the basis for approaching potential private and philanthropic donors to provide matching funds; thereby, leveraging City funding for an expanded impact. (This kind of leveraging of federal funds is of interest to HUD in terms of showing the impact of their funding.)

Conclusion

ReadyKids still has participants who elect to wait in their vehicles as opposed to the indoor waiting room to allow for social distancing (due to remaining concerns about COVID and other such transmissions). Financial support from the City will allow this Project to move forward and begin the work of building a more healthy option that addresses the profound needs and concerns of these caregivers and their children while receiving services.

Alignment with City Council's Vision and Strategic Plan

This proposed accessibility-focused project is closely aligned to City Council's vision of the City as a community where everyone thrives. This Project aligns with the City's Strategic Plan Framework Outcome Areas of Partnerships, Education and Recreation, Arts & Culture:

- Partnerships: This proposal strengthens the ongoing partnership between the City's Office of Community Solutions and ReadyKids Staff to remove barriers of access for its clients;
- Education: This proposal affirms Council's vision of the City being one committed to Education and supportive of the broad and well-integrated educational opportunities ReadyKids provides; and
- Recreation, Arts & Culture: This proposal strengthens the City's commitment to enhancing access to recreation and greenspace for visitors to ReadyKids, many of whom are City residents.

This proposal also complies with the City's Comprehensive Plan and the 2023-2027 Consolidated Housing and Community Development Plan.

Community Engagement

This proposal benefits from a high degree of community engagement, specifically related to the many forums and conversations the City has hosted about the need for supporting youth service programs. In addition, City Council has long reviewed the goals and objectives of the City's CDBG Program and renewed them on an annual basis at Public Hearings, in which the community is invited to provide comment and the approved resolutions consistently prioritize supporting childcare services. Finally, two (2) Public Hearings are scheduled for discussion of this proposal, during which

time members of the public are invited to provide comment prior to consideration and final approval by recorded vote of the duly elected City Council.

Budgetary Impact

As the funds proposed here are federal funds allocated to the City by HUD to support community-benefit activities, and, as such, do not draw from the City's General Fund, no adverse impacts to the City's Budget are anticipated. Rather, the use of these funds as recommended here will instead serve to address an important and pressing community need(s), while at the same time supporting the City's eligibility for allocations of entitlement funds in future years.

Recommendation

Based on the anticipated benefits of the current proposal to the Charlottesville community, City Staff recommends that City Council approve the current proposal, as well as the associated appropriation of funds within the CDBG Fund needed to fully implement the proposed Program and related enhancements. Specifically, this Project will significantly enhance the experience for children receiving services from ReadyKids and their caregivers, who will have available to them a newly accessible and COVID-safe play-space and waiting area while receiving services.

Based on the anticipated benefits of the current proposal for City children and their caregivers struggling with the impacts of COVID, City Staff recommends that Council approve the current proposal presented by the following suggested Motions:

"First, I move that City Council approve the Resolution now before us to approve the *2025 ReadyKids Accessible Play* Project. I further move that City Council appropriate Community Development Block Grant funds as needed to implement the proposal as presented here before us today."

Alternatives

Given that these funds are provided by HUD to the City for the execution of meaningful community-benefit programs and, as such, are not drawn from the City's General Fund, no alternative courses of action are considered. City Council, could, of course, decide not to provide approval for this proposal and could instead direct City Staff to explore other options for expending these funds consistent with HUD's programmatic requirements.

Attachments

1. CDBG-CV PY24+ ReadyKids Accessible Play Resolution
2. CDBG-CV PY24+ ReadyKids Accessible Play Slide Deck

RESOLUTION TO APPROPRIATE FUNDS

Resolution to Approve the 2025 ReadyKids Accessible Play Project and to Appropriate Associated Community Development Block Grant Funds, a Substantial Amendment, in the Amount of \$50,000

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

WHEREAS the City now has the opportunity to provide essential financial support to one of Charlottesville's oldest youth-serving nonprofits, ReadyKids, to make possible the creation of a welcoming and accessible play space for their clients and an inviting accessible outdoor waiting area for caregivers while children are receiving their services; and

WHEREAS this project will support Council’s Strategic Plan Framework vision of strengthening partnerships between Charlottesville and its youth services partners like ReadyKids, its commitment to providing a broad and well-integrated set of educational opportunities, and its support for increasing access to outdoor and recreational opportunities;

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

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

<i>Fund</i>	<i>SAP Expenditure Account(s)</i>	<i>Proposed Reduction(s)</i>
218	Cost Center #3914004000 (CDBG-CV)	-7,224.38
218	Cost Center #3914004000 (CDBG)	-22,336.12
218	Order #1900527	-20,439.50
Subtotal, Reductions =		-50,000.00

<i>Fund</i>	<i>SAP Revenue Account(s)</i>	<i>SAP Order #</i>	<i>Proposed Addition(s)</i>
218	FY25 ReadyKids Accessible Play PY24+ CDBG-CV	1900589	\$7,224.38
218	FY25 ReadyKids Accessible Play PY24+ CDBG	1900591	\$42,775.62
Subtotal, Additions =			\$50,000.00

To this end, the City Manager, the Director of Finance, and public officers to whom any responsibility is delegated by the City Manager pursuant to City Code Section 2-147 are authorized to establish administrative procedures and provide for guidance and assistance in the execution of the funded program.

Additionally, as the funds to be appropriated in support of this activity have been previously awarded to the City by HUD in prior program years and have also previously been appropriated by Council in support of approved CDBG activities, this proposal does not involve the appropriation of any new funds from the City's general budget.

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

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

ReadyKids Accessible Play

**A CDBG-CV supported Public
Facilities & Infrastructure Proposal**

Office of Community Solutions
March 2025



**Staff Contact:
Anthony Warn**

warna@charlottesville.gov





ReadyKids supports children and those who care for them through a wide range of counseling, family supports and early learning programs with the goal of becoming involved as early as possible to mitigate risks and set the stage for success in life



- The building located at 1000 East High Street was originally renovated in 2009 for ReadyKids (previously a doctor's office). In this iteration of the building, the playground was separated from our waiting area from an entrance road, making the entrance a bit dangerous. There was also no means for parents to supervise kids, as there were no windows or visibility. As such, the playground got little use.

- In 2018, as the need for mental health counseling, family support, and early education services increased, ReadyKids launched a campaign to help increase capacity to serve. During this time, the entrance was turned into a waiting room that directly connected to the playground. This eliminated the safety concerns. There were also large windows installed, allowing parents to wait while supervising kids who wanted to play outside. This also allowed counselors to use the playground as a space during sessions with participants.

- Post construction, the plan was to consult with other organizations to renovate the playground space. Unfortunately, construction completed in January 2020, and the work that had begun could not be completed due to COVID.



A preliminary design sketch to demonstrate some of the possibilities for a redesign of the outdoor plays pace



- KEY**
- ① CHALKBOARD / SENSORY WALL
 - ② EXISTING MUSIC / NOISE WALL
 - ③ EXISTING DECK
 - ④ SMOOTH RIVERSTONE DIGGING AREA
 - ⑤ REST NEST AND / OR SWING
 - ⑥ LOGS
 - ⑦ OUTDOOR KITCHEN / SENSORY BOARD
 - ⑧ BENCH SEATING
 - ⑨ FUNNEL BALL / ACTIVE AREA
 - ⑩ BALANCE BRIDGE
 - ⑪ LOG TUNNEL
 - ⑫ ARCHWAY / ARBOR
 - ⑬ WOOD BRIDGE
 - ⑭ SENSORY LABYRINTH
- NOT SHOWN: CRATES & MOD. FURNITURE

Another preliminary design sketch developed in 2020 to demonstrate some of the possibilities for a redesign of the outdoor play space





ReadyKids supports children and those who care for them through a wide range of counseling, family supports and early learning programs with the goal of becoming involved as early as possible to mitigate risks and set the stage for success in life



Funds from the project would allow us to create a space that's more inviting and accessible for families and participants. Currently the playground space is only accessible through a parking lot gate, or a door to the waiting room with a 6-12" step down. Both areas are hard to gain access for participants with accessibility issues. The funding would allow for grading and well-defined paths, as well as an outdoor seating area for social distancing or spacing.

It would also allow for the removal of certain elements of the playground to make for a more intentional space and design. Lastly it would allow for the hiring of a landscape architect to help us design and implement a more thoughtful playground for future use.





**ReadyKids
envisions a
world where
every child
is learning,
healthy, and
safe!**



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



Agenda Date:	March 17, 2025
Action Required:	Adopt Amendments to Chapter 19 of the City Code Regarding Public Safety Disability Eligibility
Presenter:	Jason Vandever, City Treasurer
Staff Contacts:	Lisa Burch, Retirement Administrator
Title:	Ordinance Amending and Reordaining Sections 19-91 and 19-94 of Article IV of Chapter 19 of the City Code Regarding Public Safety Disability Eligibility (1 of 2 readings)

Background

The City of Charlottesville, Virginia ("City"), offers all employees the choice between a Defined Benefit Pension Plan and a Defined Contribution 401(a) Retirement Plan. As part of the Plan provisions, there is a special disability retirement benefit for public safety employees who meet the definition of disability set forth in the City Code, and can no longer perform their duties as a public safety officer. The City Code defines a "public safety officer" as a "police officer, firefighter, sheriff or sheriff's deputy, or EMS employee." The benefit payment is based on the employee's salary at the time they become disabled and is funded and paid from the City's Pension Plan assets. The contribution rate for these benefits is determined by the Plan's actuary.

Discussion

When the City added the Defined Contribution 401(a) Plan in 2001 as a retirement option, it was not made abundantly clear in the City Code that public safety employees participating in the Defined Contribution Plan also had access to disability retirement benefits, since benefits are paid from the Pension Plan. These City Code Amendments state explicitly that all public safety employees are eligible for disability retirement if they meet the stated qualifications, and the Amendments lay out the mechanics of moving a Defined Contribution public safety employee into the Defined Benefit Pension Plan to administer the Disability Retirement Benefit. This will put employees in both Plans on equal footing with the knowledge that , if they were injured in the line of duty and could no longer work, they would still qualify for public safety disability retirement.

Alignment with City Council's Vision and Strategic Plan

This change aligns with City Council's stated Strategic Outcome areas of Organizational Excellence and Public Safety.

Community Engagement

This proposed Amendment has been reviewed and recommended by the City's Retirement Commission.

Budgetary Impact

The vast majority (over ninety percent (90%)) of public safety employees are in the Defined Benefit Plan and a contribution is already made by the City to fund anticipated disability claims. Adding eligibility for Defined Contribution Plan members will have a very minimal budgetary impact, because so few employees will be impacted by the change.

Recommendation

Approval of the Amendment.

Alternatives

City Council could elect to reject the Amendment, but that would mean that certain public safety employees would not be eligible for disability retirement. This would cause an inequity between the employees in each Plan, lower morale, and create an operational hardship in those Departments.

Attachments

1. Redline - City of Charlottesville 2024 Ordinance - TP edits-305289491-v6 and City of Charlottesville 2024 Ordinance - 128 edit

**AN ORDINANCE
AMENDING AND REORDAINING SECTIONS 19-91 AND 19-94 OF ARTICLE
IV OF CHAPTER 19**

**AND AMENDING AND REORDAINING SECTION 19-151, 19-152, 19-154, AND
19-156 OF ARTICLE VI OF CHAPTER 19**

OF THE CITY CODE OF CHARLOTTESVILLE, 1990,

AS AMENDED, RELATING TO CHANGES TO THE

RETIREMENT PLAN AND PUBLIC SAFETY DISABILITY RETIREMENT

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia that Sections 19-91 and 19-94 of Article IV are hereby amended and reordained and Sections 19-151, 19-152, 19-154 and 19-156 of Article VI of the Charlottesville City Code, 1990, as amended, are hereby amended and reordained as follows:

Sec. 19-91. – Definitions

As used in this article, the following words and phrases shall have the meanings ascribed to them by this section, unless a different meaning is plainly required by the text:

Accumulated contributions means the sum of all amounts deducted from the compensation of a member and credited to their individual account in the member's contribution account, all amounts the member may contribute to purchase creditable service and all interest credited to the member's contribution account pursuant to section 19-92(g).

Actuarial equivalent means a benefit of equal value when computed upon the basis of such actuarial tables as are adopted by the commission. The actuarial equivalents and all actuarial calculations shall be determined on the basis of interest at an assumed rate of seven and one-half (7.5) percent.

Appointing authority means the city council in the case of city council appointees; the commissioner of revenue, the city treasurer, the city sheriff, the clerk of the circuit court and the commonwealth's attorney in the case of their employees; and the city manager in the case of all other members of the plan, except for such elected constitutional officers.

Average final compensation means the average annual creditable compensation of a member during the three (3) consecutive years of creditable service in which such compensation

was at its greatest amount. However, for any person who becomes a member after June 30, 2012, average final compensation means the average annual creditable compensation of a member during the five (5) consecutive years of creditable service in which such compensation was at its greatest amount.

Beneficiary means any person entitled to receive benefits under this article. A beneficiary for purposes of a payment made in the event of death (other than a contingent beneficiary under an annuity option form or the survivor allowance payable pursuant to section 19-105(b) or (c)) shall be that person named by the member in a beneficiary designation form filed with the city. If no designation is filed, the beneficiary shall be the members' spouse or, if none, the member's estate.

Commission means the retirement plan commission provided for in article III of this chapter.

Creditable compensation means the full compensation payable annually to an employee working the full normal working time for their position exclusive of overtime. The creditable compensation of an employee paid on an hourly basis shall be computed at their regular hourly rate multiplied by the regular number of working hours per week multiplied by fifty-two (52). In cases where compensation includes maintenance and other perquisites, the city manager shall fix the value of the part of the compensation not paid in money. Notwithstanding the foregoing, creditable compensation taken into account for purposes of determining benefits under the plan shall be limited by the compensation limit pursuant to Section 401(a)(17) of the Internal Revenue Code of 1986, as amended. For purposes hereof, the compensation limit, for years beginning on or after January 1, 1986 but before December 31, 1992, is two hundred thousand dollars or their delegate under Section 415(d) of the Internal Revenue Code of 1986, as amended, the "adjustment factor"; and for years beginning on or after January 1, 1993, is one hundred fifty thousand dollars (\$150,000.00) (as adjusted by the adjustment factor in ten thousand dollars (\$10,000.00) increments on the basis of a base period of the calendar quarter beginning October 1, 1993). For purposes of applying the limitation applicable to each year, the limit for a plan year shall be the limitation in effect for the calendar year in which the plan year begins determined without increases in the limitation for subsequent years.

Creditable service means, for any member who is in service at any time after July 1, 1982, their total service as an employee, whether or not continuous, exclusive of any separate period of service of less than nine (9) months in duration, but inclusive of official leave for military service, to the extent required by federal or state law. Creditable service shall be counted in terms of calendar years, with completed months of creditable service in excess of complete years being counted as a fractional part of a year.

For any employee eligible to retire pursuant to the provisions of section 19-95(a), (e), (g) or section 19-100 of this chapter, creditable service shall include, for purposes of computing the retirement allowance, one-half ($\frac{1}{2}$) of the employee's accumulated and unused sick leave as of the date of retirement, up to a maximum of two thousand (2,000) hours.

Employee means any person who is employed by the city on a full-time, year-round basis, whether paid by the hour, week, month or otherwise. Such term shall not include any person, judicial, professional or otherwise, employed either on a part-time basis or on a seasonal basis; nor shall it include any official elected by the people or any person employed in the office of such official; except, that it shall include the commissioner of revenue, the city treasurer, the city sheriff, the clerk of the circuit court, the commonwealth's attorney and their full-time employees. Such term shall not include the employees of any office, department or agency which participates in the Virginia Supplemental Retirement System, regardless of whether such office, department or agency is funded wholly or partly by the city; provided, that any clerk or employee of the district court employed in such capacity on June 30, 1973, who elected not to participate in the Virginia Supplemental Retirement System shall continue to be considered an employee, for purposes of this article only, and be eligible for benefits hereunder to the full extent of their salary. Such term shall include the employees of any multi-jurisdictional agency in which the city is a participating jurisdiction, when such employees are not covered under the Virginia Supplemental Retirement System, or in any other retirement plan, and when the city has contractually agreed to include such employees in the retirement plan provided by this article. Notwithstanding the foregoing definition, "employee" also includes any person who meets the foregoing definition, except that they:

- (1) Works less than full-time but at least half-time;

- (2) Works less than year-round but at least thirty-six (36) weeks per year; and
- (3) Is in service on or after July 1, 1987.

In case of a dispute, the commission shall determine who is an employee within the meaning of this article.

Member means any employee or former employee who is currently, or shall in the future, be recognized as having membership in the plan.

Member contribution account means the account established under the plan to hold the member's contributions and earnings thereon required and credited pursuant to section 19-92.

Normal retirement date means the first day of the month coinciding with or next following:

- (1) For a member who is a police officer, firefighter, sheriff or sheriff's deputy, the sixtieth birthday of the member, and
- (2) For a member who is not a police officer, firefighter, sheriff or sheriff's deputy, the sixty-fifth birthday of the member.

Person who becomes a member after June 30, 2012 means a person who is not a member of a plan described in section 19-94(a) or (c) who is hired or rehired after June 30, 2012 as an employee as defined herein. In the case of an employee who is rehired after such date and whose credited service attributable to employment prior to July 1, 2012 is reinstated or is otherwise not disregarded, shall not be treated as a person who becomes a member after June 30, 2012 if such employee elects to be a member of a plan described in section 19-94(a) or (c) at the time of their rehire. Any benefit accumulated under the plan based on employment prior to July 1, 2012 shall remain frozen as though their employment after June 30, 2012 had not occurred. If such employee does not elect to be a member of a plan described in section 19-94(a) or (c) at the time of their rehire, their benefit under the plan shall be determined based on the provisions applicable to a person who becomes a member after June 30, 2012, except that no employee contribution shall be required or collected with respect to service performed prior to July 1, 2012. If such employee elected to be a member of a plan described in section 19-94(a) or (c), later received a disability retirement under article VI of this chapter, and then recovers and is rehired by the city,

they will not be eligible to elect to be a member of a plan described in section 19-94(a) or (c) and their benefit under the plan shall be determined based on the provisions applicable to a person who becomes a member after June 30, 2012 [and is rehired after June 30, 2017](#), subject to the applicable offset provided under section 19-156, and except that no employee contribution shall be required or collected with respect to service performed prior to their rehire.

Plan means “The Supplemental Retirement or Pension Plan of the City of Charlottesville,” as set forth in this article.

Retirement allowance means the retirement payments to which a member is entitled, as provided in this article.

Service means service as an employee for which compensation is paid.

(Code 1976, § 20-19; 12-21-92; 10-16-00(1); 5-5-03(2); 1-3-12; [9-7-21\(1\)](#), § 2; [Ord. No. O-24-091](#), 7-15-24)

Cross reference— Definitions and rules of construction generally, § 1-2.

Sec. 19-94. - Participation in defined contribution and deferred compensation plans.

- (a) The city manager may approve the withdrawal from membership in the plan of any employee who is exempt from the personnel appeals system as set forth in section 19-36(b) and may execute an agreement for such employee to participate in an optional defined contribution plan approved by the Internal Revenue Service as a qualified plan within the meaning of Section 401(a) of the Internal Revenue Code of 1986, as amended. Such agreement may provide that the city shall contribute to such plan an annual amount no greater than the total amount which the city would contribute to the city plan on behalf of such employee for such year pursuant to section 19-92(b). The contribution shall not include any contribution made to fund the city’s post-employment benefits trust in accordance with section 19-141. Any employee who enters into such an agreement shall be deemed to have terminated all membership in the supplemental retirement or pension plan of the city and to have waived any rights whatsoever to any benefits thereunder. Upon execution of any such agreement, the retirement plan commission is authorized to make the payments called for therein, but in no event shall the

payment for any period exceed the amount contributed by the city to the city plan for such employee for such period. A copy of such plan shall be kept on file in the city's personnel department, and it may be amended from time to time. Any employee who is a public safety employee (as defined in section 19-150), whose active membership under the plan was terminated under such an agreement, and who later received~~s~~ a disability retirement under article VI of this chapter shall again be an active member of the plan as provided in section 19-151 and section 19-156, subject in all events to the applicable offset referenced therein.

- (b) The city council may likewise approve participation by the city manager in a supplemental defined contribution plan approved by the Internal Revenue Service as a qualified plan within the meaning of Section 401(a) of the Internal Revenue Code of 1986, as amended, in which case the city's annual contribution thereto shall likewise equal the amount which would have been contributed to the city plan, unless the council shall determine a greater or lesser amount. A copy of such plan shall be kept on file in the city's personnel department, and it may be amended from time to time.
- (c) Effective July 1, 2001, the city manager may approve the withdrawal from membership in the plan of any employee and may execute an agreement for such employee to participate in an optional defined contribution plan approved by the Internal Revenue Service as a qualified plan within the meaning of Section 401(a) of the Internal Revenue Code of 1986, as amended. Such agreement may provide that the city shall contribute to such plan an annual amount determined by the retirement commission with the approval of the city manager on behalf of such employee for such year. Any employee who enters into such an agreement shall be deemed to have terminated all active membership in the supplemental retirement or pension plan of the city and to have waived any rights whatsoever to accrue additional benefits thereunder. Upon execution of any such agreement, the retirement plan commission is authorized to make the payments called for therein. A copy of such plan shall be kept on file in the city's personnel department, and it may be amended from time to time. Any employee who is a public safety

employee (as defined in section 19-150), whose active membership under the plan was terminated under such an agreement, and who later received a disability retirement under article VI of this chapter shall again be an active member of the plan as provided in section 19-151 and section 19-156, subject in all events to the applicable offset referenced therein.

- (d) Effective November 1, 1987, all regular city employees, including city council members, who work at least twenty (20) hours per week shall be eligible to participate in a deferred compensation plan, whether or not they participate in the supplemental retirement or pension plan of the city or the defined contribution plans described in subsections (a) through (c) of this section. Such new plan shall enable employees to defer part of their compensation if they choose to do so to provide for their retirement. Participation in this new plan shall have no effect on eligibility for participation in the supplemental retirement or pension plan of the city or the defined contribution plans described in subsections (a) through (c) of this section. A copy of such plan shall be kept on file in the city's human resources department, and it may be amended from time to time.

(Code 1976, § 20-21.1; 10-16-00(1); 6-5-17(1))

ARTICLE VI. - PUBLIC SAFETY DISABILITY RETIREMENT

Sec. 19-151. - Disability retirement.

- (a) Any public safety employee in service may retire, or may be retired by their appointing authority, at any time prior to the employee's normal retirement date on account of a work related disability upon written notification to the commission made by the member or by the appointing authority setting forth at which date the retirement is to become effective. The effective date of retirement shall be after the employee's last day of performing their usual and customary duties on a full time basis but shall not be more than ninety (90) days prior to the filing of the notice of retirement. The commission may waive the ninety-day requirement upon a showing of good cause.

- (b) A candidate for disability retirement pursuant to this article shall be considered disabled if:
- (1) As a result of an examination of the candidate by the medical examiners and/or by means of other satisfactory evidence the commission finds that the candidate meets the definition of disability set forth in this article, and that the employee's incapacitating injury or illness is compensable under the provisions of the Virginia Workers' Compensation Act; or,
 - (2) The commission has satisfactory evidence that the candidate is eligible for and is, or soon will be, receiving total and permanent disability benefits under the provisions of the federal Social Security Act as the result of a work related disability.
- (c) If a public safety employee who is participating in the optional defined contribution plan under section 19-94(a) or (c) should retire under section 19-151, their participation in the optional defined contribution plan shall permanently cease and their disability retirement benefits shall be offset as provided under section 19-152(a)(4). For purposes of calculating their disability retirement allowance under section 19-152 and, when such disability retirement ends, their retirement, such public safety employee's years of creditable service shall be calculated under section 19-91 and shall include creditable service while actively participating in the optional defined contribution plan (but in no event shall any service be counted more than once). Upon a public safety employee's retirement under section 19-151, the public safety employee shall be treated as if they had always participated in the retirement plan subject in all events to the applicable offset and shall not be treated as a member who elected to be a member of a plan described in section 19-94(a) or (c).

(9-19-05(2); 9-7-21(1), § 2)

Sec. 19-152. - Disability retirement allowance.

- (a) Upon retirement for a work related disability, a public safety employee shall receive an annual retirement allowance during their lifetime and continued

disability, until ending as provided in section 19-156(b). The amount of the disability retirement allowance shall be equal to the following:

- (1) Sixty-six and two-thirds (66.6667) percent of the employee's final salary if the employee does not qualify for primary Social Security benefits under the provisions of the Social Security Act in effect on the date of their retirement;
- (2) Fifty (50) percent of the employee's final salary if the employee qualifies for primary Social Security benefits under the provisions of the Social Security Act in effect on the date of their retirement; or,
- (3) One and seventy one-hundredths (1.70) percent of their final salary multiplied by the smaller of (a) twice the amount of their creditable service or (b) the amount of creditable service they would have completed at age sixty (60) if they had remained in service to that age. If the employee has already attained age sixty (60), the amount of creditable service at their date of retirement shall be used. This subsection (3) shall only be used if it results in a greater allowance than either subsection (1) or (2), as applicable.
- (4) Notwithstanding the foregoing, the disability retirement allowance of a public safety employee who participated in the optional defined contribution plan under section 19-94(a) or (c) shall be offset by the actuarial equivalent of their account balance in the optional defined contribution plan as of the effective date of the disability retirement under section 19-151.

- (b) The annual disability retirement allowance shall also include any post retirement cost of living supplement provided for all city retirees pursuant to section 19-107.

(9-19-05(2); 9-7-21(1), § 2)

Sec. 19-154. - Reduction of allowance for workers' compensation benefits.

- (a) Any disability retirement allowance payable pursuant to the provisions of this article shall be reduced by the amount of any payments under the provisions of the Virginia Workers' Compensation Act in effect on the date of retirement of the employee, and the excess of the allowance shall be paid to the employee. When the time for compensation payments under the Act has elapsed, the employee shall receive the full amount of the allowance payable during their lifetime and continued disability, until eligible to retire under age and service requirements.
- (b) If the employee's workers' compensation payments are adjusted or terminated for refusal to work or to comply with the requirements of Code of Virginia, § 65.2-603, the disability retirement allowance shall be computed as if the employee was receiving the compensation to which they would otherwise be entitled.
- (c) The disability retirement allowance of any employee who elects to receive a lump-sum settlement in lieu of periodic payments under the Virginia Workers' Compensation Act shall be adjusted by an amount determined by dividing the workers' compensation benefit which such employee would have received had the lump-sum settlement not been consummated, into the settlement actually accepted by the employee.

(9-19-05(2); 9-7-21(1), § 2)

Sec. 19-156. - Age and service retirement.

- (a) Any person receiving a disability retirement allowance pursuant to this article shall continue to accrue creditable service for purposes of determining eligibility for retirement and, if applicable, the amount of any retirement benefit, regardless of whether the employee continues in active service with the city.
- (b) The disability retirement allowance provided pursuant to this article shall end at such time as the employee reaches their normal retirement date as defined in section 19-91, or, at the option of the employee, at such time as the employee has completed five (5) or more years of creditable service and is at least fifty-five (55)

years of age, or has completed twenty-five (25) years of creditable service and is at least fifty (50) years of age.

- (c) At such time as the disability retirement allowance ends pursuant to subsection (b), the employee shall be entitled to receive the same pension and benefits to which they would have been entitled had they not been injured, and remained a regular full time employee of the city; provided, however, that the employee will be entitled to the additional annual allowance under section 1996(c) only if they have completed twenty (20) years or more of creditable service, including creditable service accruing pursuant to subsection (a) for time not actually worked for the city. Notwithstanding the above, for a public safety employee who participated in the optional defined contribution plan under section 19-94(a) or (c) prior to receiving a disability retirement, at such time as the disability retirement allowance ends pursuant to subsection (b), the public safety employee who participated in the optional defined contribution plan under section 19-94(a) or (c) shall be entitled to receive the same pension and benefits to which they would have been entitled had they not participated in such optional defined contribution plan, not been injured, and remained a regular full time employee of the city; provided, however, that (1) such pension and benefits shall be subject to the same offset described in section 19-152(a)(4), and (2) the public safety employee will be entitled to the additional annual allowance under section 1996(c) only if they have completed twenty (20) years or more of creditable service, including creditable service accruing pursuant to subsection (a) for time not actually worked for the city.

(9-19-05(2); 9-7-21(1), § 2)

Summary report: Litera Compare for Word 11.2.0.54 Document comparison done on 1/29/2025 12:06:10 AM	
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Intelligent Table Comparison: Active	
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Modified DMS: iw://troutman.cloudimanage.com/ACTIVE/305289491/7	
Changes:	
<u>Add</u>	5
Delete	3
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	8

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



Agenda Date: March 17, 2025

Action Required:

Presenter: Antoine Williams, Housing Program Manager

Staff Contacts: James Freas, Deputy City Manager
Alexander Ikefuna, Director, Office of Community Solutions
John Sales

Title: Reauthorize and amend Ordinance (#O-24-098) and its corresponding Memorandum of Agreement authorizing a grant of public funding to subsidize the Sixth Street Redevelopment Project of the Charlottesville Redevelopment and Housing Authority (1 of 2 readings; requesting waiver of 2nd reading)

Background

On August 5, 2024, Charlottesville City Council approved an Ordinance (#O-24-098), authorizing a \$3 million grant to the Charlottesville Redevelopment and Housing Authority (CRHA) for its Sixth Street Redevelopment Project Phase One 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, financial closing and construction were initially scheduled to commence by December 1, 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. Under the terms of the agreement, the agreement became void at the point when this deadline passed.

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 more transparent accountability, staff recommend 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

- Financial closing estimated **April 2025**, or before **July 31, 2025**.
- CRHA shall commence construction no later than **July 31, 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:
 1. Construction progress updates.
 2. Financial expenditures and adherence to the project budget.
 3. Affordability compliance verification (tenant income certification).
 4. Applicable updates regarding LITHC and/or HUD compliance.
- b. 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:
 1. **Action 1:** Written notice of non-compliance with a 30-day correction period.
 2. **Action 2:** Suspension of future funding disbursements and eligibility until compliance is achieved and supported with documentation.
 3. **Action 3:** Potential termination of the agreement and recapture of unused 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 the 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. The 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

No new funding commitments are associated with these amendments. The reauthorization maintains the previously approved \$3 million CIP and budget, 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 the Ordinance (#O-24-098) and approve the revised Memorandum of Agreement to ensure more transparent accountability, apparent oversight, and compliance enforcement for the Sixth Street Phase One 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 the 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. O#-24-98 Background: Agenda Memo (August 2024)
3. Redlined_MOA_Sixth Street Phase One

**ORDINANCE AMENDING AND REAUTHORIZING ORDINANCE (#O-24-098)
AUTHORIZING A GRANT OF PUBLIC FUNDING TO SUBSIDIZE THE SIXTH
STREET PHASE ONE REDEVELOPMENT PROJECT OF CHARLOTTESVILLE
REDEVELOPMENT AND HOUSING AUTHORITY**

WHEREAS, on August 5, 2024, Charlottesville City Council Approved Ordinance (#O-24-098), authorizing a \$3 million grant to the Charlottesville Redevelopment and Housing Authority (CRHA) for the Sixth Street Phase One 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-24-098) is hereby amended and reauthorized as follows:

1. Project Milestones and Deadlines

- Financial closing estimated **April 2025**, or before **July 31, 2025**.
- CRHA shall commence construction no later than **July 31, 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 17, 2025

Kyna Thomas, CMC
Clerk of Council

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	August 5, 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 Sixth Street Redevelopment Project of the Charlottesville Redevelopment and Housing Authority (2nd reading)

Background

Charlottesville Redevelopment and Housing Authority (CRHA) is proposing the Sixth Street Phase One Redevelopment Project at 707-713 Sixth Street. This phase includes the construction of **47 affordable rental units** in a 4-story apartment building. The units will range from 0% AMI to 60% AMI, including 9 one-bedroom, 26 two-bedroom, and 12 three-bedroom units. The redevelopment will also involve demolishing six existing public housing townhouses to make space for the new building. The **total development cost is estimated at \$31,000,000**, with construction expected to start in December 2024 and complete by December 2026. CRHA has received Low-Income Housing Tax Credits (LIHTC) to finance the project, which is crucial for the development of deeply affordable housing. The City Council previously approved a financial resolution supporting this project and designating the site as a revitalization area on January 3, 2022.

Discussion

CRHA has requested a total funding commitment of \$3,000,000 from the City of Charlottesville to support the Sixth Street Phase One Redevelopment Project. This grant will subsidize the construction of new affordable rental units for low and moderate-income households. The grant aligns with CRHA's project timeline, targeting financial closing and the start of construction in December 2024. The funding will support CRHA's efforts to secure LIHTC and other financing necessary for the project's success.

Summary of Ordinance: This ordinance authorizes the City of Charlottesville to grant up to \$3,000,000 to CRHA for constructing at least 47 affordable rental units at 707-713 Sixth Street for households of low and moderate area median income levels.

Key Provisions:

- **Purpose:** Funds are for constructing affordable rental housing for low and moderate-income households.
- **Allocation:** Disbursements from December 2024 to December 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 \$300,000.
- 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:** 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. Supporting Phase One of the Sixth 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 rental housing units accessible to low and moderate-income households. In furtherance to this, this action aligns with the City's Comprehensive and Affordable Housing Plans.

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 \$3,000,000 grant consists of funding included in the City's proposed Capital Improvement Project budget process and does not encumber additional funding beyond the established commitment.

Recommendation

Staff recommends that the City Council approve the ordinance authorizing public funding for CRHA's Sixth Street Phase One project, advancing critical housing goals.

Motion: Authorization of Funding for Affordable Housing at 707-713 Sixth Street

I move that the City Council approve the ordinance authorizing a grant of up to three million dollars (\$3,000,000.00) in support of the Sixth Street Phase One 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 \$3,000,000 for Fiscal Year 2024/2025 to facilitate the construction of affordable rental housing units at 707-713 Sixth Street.
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 could explore alternative funding models or project adjustments based on budget constraints or community feedback.

Attachments

1. Authorizing Ordinance for Grant of Public Funds_CRHA
2. Memorandum of Agreement

**MEMORANDUM OF AGREEMENT FOR PUBLIC FUNDING TO THE
CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY FOR THE
CONSTRUCTION OF AFFORDABLE FOR-RENT HOUSING UNITS LOCATED AT
707-713 SIXTH STREET, CHARLOTTESVILLE, VIRGINIA IN A NOT-TO-EXCEED
AMOUNT OF THREE MILLION DOLLARS (\$3,000,000.00) FOR HOUSEHOLDS OF
LOW AND MODERATE AREA MEDIAN INCOME LEVELS. FOR A SINGLE-TIME
AND PURPOSE FINANCIAL COMMITMENT IN THE FORM OF HOUSING
CAPITAL INVESTMENT PROJECT GRANT FOR THE
SIXTH STREET PHASE ONE REDEVELOPMENT PROJECT**

This MEMORANDUM OF AGREEMENT (this “MOA” or this “Funding Agreement” or this “Agreement”) for a single-time and purpose financial commitment for the Sixth Street Phase One Redevelopment is entered into as of _____ day of _____, ~~2025~~ 2024, 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 **SIXTH STREET PHASE ONE, 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 \$3,000,000 (three million dollars) inclusive in support of CRHA and its Sixth Street Phase One Redevelopment Project located at 707-713 Sixth Street, 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

Sixth Street Phase One Redevelopment Project Grant Agreement

CRHA for its Project.

Sixth Street Phase One Redevelopment Project Grant Agreement

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.

WHEREAS, CRHA is planning the redevelopment of its property located at 707-713 Sixth Street, funded by Low Income Housing Tax Credit (LIHTC) program funding, loans, private donations, and a grant of local funding from the City of Charlottesville.

Sixth Street Phase One Redevelopment Project Grant Agreement

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 "Sixth Street Phase One,"

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. Preconditions, General

1. Evidence of HUD Approval: copies of all written approvals required from the Department of Housing and Urban Development for the Project, specifically including, without limitation: HUD's approval of Recipient's applications seeking approval of a Mixed Finance Development and for approval of a Demolition/Disposition of Recipient's property.
2. Documents of Record: copies of each of the following fully executed documents, or written notice given to the City identifying the deed book and page number at which the documents are recorded in the land records of the Charlottesville Circuit Court (if the documents are required to be recorded):
 - a. Memorandum of the Ground Lease for the Project (fully- executed) along with a fully executed copy of the Ground Lease for the Project.
 - b. HUD Declaration of Trust/ Restrictive Covenants for the Project.
 - c. The Regulatory and Operating Agreement executed for the Project by and among the members of the entity that is the Project ~~Owner~~Owner.
 - d. A copy of the Consolidated Annual Contributions Contract ("ACC"), number P-5513, dated August 30, 1996, and all amendments thereto.
 - e. Fully executed Mixed-Finance Development Certifications and Assurances (HUD) for the Project
 - f. Fully executed Extended Use Agreement executed by the Project Owner for and in connection with the LIHTC Tax Credit Program.
 - g. Construction Contract and Schedule: a copy of the contract for construction executed

Sixth Street Phase One Redevelopment Project Grant Agreement

between the Project Owner and the General Contractor for Construction, and a copy of the approved Construction Schedule that will be implemented by the Construction Contractor.

- h. Building Permit: evidence that a building permit for the Project has been approved and issued.
- i. The Budget for the Project

Sixth Street Phase One Redevelopment Project Grant Agreement

B. 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.

C. 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.

D. Accounting: The Grantees are responsible for maintaining adequate supporting records that document the expenditure of the funds in accordance with this MOA.

E. 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 Sixth Street Phase One, 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.

(A)

~~(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.

Sixth Street Phase One Redevelopment Project Grant Agreement

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(B) No subsequent or subordinate agreement between 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.

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

6. The Project shall include no fewer than 47 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~~addition, the Project shall contain no fewer than 47 for-rent affordable dwelling ~~units—reserved~~units 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. 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) of this MOA.

(D) 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

Sixth Street Phase One Redevelopment Project Grant Agreement

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 ~~threesix~~ million dollars (\$3,000,000) 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, three hundred thousand dollars (\$300,000), 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.

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Note this not-to-exceed amount of three hundred thousand dollars (\$300,000) shall be used without limitation towards the cost of plans and specifications, surveys and estimates of cost and revenues, the cost of engineering; in addition, not more than 10% of (e.g., \$30,000/thirty-thousand) may be used for environmental assessment and mitigation, soil testing if completed 120 before or after the date of signature of this MOA , legal and other professional services, expenses incident to determining the feasibility or practicability of the project.

1. 

2. **Construction and Development Costs:** The remaining balance of the award, after allocations for soft costs have been deducted, shall be disbursed between ~~April 1~~ July 20254 and ~~August 31, July 2027~~6. 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.

Commented [AW1]: @ Jeff Meyer please provide update

Commented [AW2]: Jeff please update

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.
- 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

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funds by the City.

2.—

3. ~~**Retainage:** An amount equal to 10% 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.~~

Commented [A3]: This should be 10% since you are allowing them \$300k. May make sense since the fund is less than \$6 million.

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 Sixth Street Phase One redevelopment project.

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

- a. ~~Predevelopment Completed~~ (NovemberJune 2024): All preparatory work was completed, all necessary permits were secured, and financing arrangements were finalized.
- b. ~~Financial Closing and Construction Start~~ (estimated April 2025July 2024) is scheduled to take place on or before August 31, 2025in July 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 AugustJuly 31, 20254, 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 90-day extension in writing, and this request must be filed with the City Manager's Office by certified mail no later than AugustJuly 1, 20254.
- c. ~~Construction Completed~~ (August 31, 2027July 2026): 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 August 31, July 20276 (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.

Commented [AW4]: Jeff please update

(C) Other City Subsidies: In addition to the funding approved in Section 3(A), above, the City

Sixth Street Phase One Redevelopment Project Grant Agreement

Council also hereby approves an annual recurring subsidy to induce 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).

Sixth Street Phase One Redevelopment Project Grant Agreement

~~1.~~

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 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.

(D) The payment of any Grant is dependent upon:

- ~~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.

1.

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 is 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

Sixth Street Phase One Redevelopment Project Grant Agreement

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.

(E) 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.
- (H) 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 funding from the City.
- (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.
- (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:

Sixth Street Phase One Redevelopment Project Grant Agreement

If to the City Manager or designee, to:

The City Manager: Samual 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. This Agreement shall be binding upon and inure to the benefit of the Signatories hereto and their respective successors and assigns.
- (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, 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.

(O)

IN WITNESS WHEREOF, the Signatories hereto have executed this Agreement to be effective as the date _____, 20__.

ACCEPTED AND AGREED TO

BY: CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY,
a political subdivision of the Commonwealth of Virginia

BY: SIXTH STREET PHASE ONE, LLC
a Virginia limited liability company

Sixth Street Phase One Redevelopment Project Grant Agreement

BY: CHARLOTTESVILLE COMMUNITY DEVELOPMENT CORPORATION,
a Virginia corporation

AUTHORISED SIGNER:

Executive Director of Charlottesville
Redevelopment and Housing Authority /
President of Sixth Street Phase One,
LLC and Charlottesville Community
Development Corporation (Printed)

Date: _____

Executive Director of Charlottesville
Redevelopment and Housing Authority /
President of Sixth Street Phase One,
LLC and Charlottesville Community
Development Corporation (Signature)

ACCEPTED AND AGREED BY CITY OF CHARLOTTESVILLE:

City Manager (Printed)

Date: _____

City Manager (Signature)

Sixth Street Phase One Redevelopment Project Grant Agreement

LEGAL REVIEW AND CONFORMANCE AS TO FORM:

City Attorney's Office (Printed)

Date: _____

City Attorney's Office (Signature)

FINANCE REVIEW

Dept. of Finance (Printed)

Date: _____

Dept. of Finance (Signature)

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



Agenda Date:	March 17, 2025
Action Required:	Approval of Resolution
Presenter:	Antoine Williams, Housing Program Manager
Staff Contacts:	Alexander Ikefuna, Director, Office of Community Solutions Antoine Williams, Housing Program Manager Madelyn Metzler, Housing Compliance Coordinator
Title:	Resolution for award of FY25 Charlottesville Affordable Housing Fund Grant funding (1 of 2 readings)

Background

The City's Fiscal Year 2024-2025 (FY25) budget included funding for the Charlottesville Affordable Housing Fund (CAHF). A Notice of Funding Availability (NOFA) was issued on August 19, 2024, announcing timelines and the amount of funding available for the CAHF Grant program. The notice specified \$823,000 available for CAHF with an application period of October 21, 2024, through November 22, 2024. The CAHF Committee recommendations for the FY25 CAHF allocations are detailed within the discussion section of this agenda memo.

Discussion

Staff received six (6) applications from CAHF applicants for funding by the submission deadline. A total of \$1,611,00 in funding was requested. The CAHF Committee reviewed and scored the applications individually and as a group. The committee first ranked the applications based on alignment with the City's affordable housing goals and the quality and completeness of the application. These rankings were made collectively as a committee and categorized as follows:

A = Proposals in this category are highly aligned with the committee's funding priorities and are deemed to have significant impact and feasibility.

B = Proposals in this category have merit but may require additional scrutiny or clarification from applicants before full funding can be justified.

C = Proposals in this category are either unclear, provide limited benefit or alignment with the city's goals, or have significant concerns that raise doubts about their viability.

The grid below shows how the types of rankings aligned:

A	B	C
3 applications	3 applications	0 applications

The committee members individually scored the applications based on the quality of the applicants' responses and the proposed project using a scoring tool developed by the Committee. Following an overall discussion of each application, the Committee finalized their individual scores. Following tabulation of committee members' individual scoring and discussion of any scores with wide discrepancies, the Committee came to an overall score based on averages of the reviewers' scores, with a maximum possible score of 105.

The grid below shows the distribution of scores:

0-50	51-80	81-90	91-105
1 application	0 applications	4 applications	1 application

Based on the amount of funding available through this application cycle, the amount of funding requested in the applications, and the scoring rankings, the committee recommends that five (5) of the CAHF applications be funded at 100% of their requested funding. A summary of the applications and the recommendations for FY25 CAHF allocations are presented below:

Applicant: Albemarle Housing Improvement Program (AHIP)

Project Name: Charlottesville Critical Rehabilitation Program

Request: \$240,000

Description: To provide home rehabs, critical repairs, accessibility modifications, and energy-efficiency upgrades to 12 homeowners, which will preserve existing affordable housing, keep homeowners safe in their homes, reduce the overall costs of homeownership, and slow gentrification. Anticipated investment of \$20,000 per unit.

Committee Score: 85

Funding Recommendation: \$240,000

Applicant: Community Services Housing, Inc. (CSH)

Project Name: Rehabilitation Repairs to Preserve Community Services Housing Properties

Request: \$88,000

Description: To preserve and enhance affordable housing by addressing critical repairs in 20 units across Community Services Housing properties. These repairs ensure safe, livable, and more energy-efficient homes for individuals with disabilities and those with extremely low incomes. Anticipated investment of \$4,400 per unit.

Committee Score: 87

Funding Recommendation: \$88,000

Applicant: Greater Charlottesville Habitat for Humanity, Inc. (Habitat)

Project Name: Habitat CORE 2025

Request: \$160,000

Description: To create four affordable homes for households with incomes at or below 60% AMI. This pilot project will serve as a test case of the new zoning code, creating four homes on a site which previously would have permitted 1-2. Anticipated investment of \$40,000 per unit.

Committee Score: 93

Funding Recommendation: \$106,000

Applicant: Piedmont Housing Alliance (PHA)

Project Name: 905 Rives St.

Request: \$200,000

Description: The Piedmont Housing Alliance, in partnership with the Piedmont Community Land Trust, seeks to build 12 permanently affordable homes of varying bedroom counts in the Belmont neighborhood. Anticipated investment of \$16,667 per unit.

Committee Score: 82

Funding Recommendation: \$200,000

Applicant: Piedmont Housing Alliance (PHA)

Project Name: 356 11th St. NW

Request: \$100,000

Description: The Piedmont Housing Alliance, in partnership with the Piedmont Community Land Trust, seeks to build two permanently affordable homes for sale in the historically African American neighborhood of 10th and Page. Anticipated investment of \$50,000 per unit.

Committee Score: 85

Funding Recommendation: \$100,000

Applicant: Preservation of Affordable Housing (POAH)

Project Name: 10th and Wertland Development

Request: \$823,000

Description: To develop a sustainable, affordable rental community on land to be conveyed by the University of Virginia Foundation's Affordable Housing Initiative in Charlottesville that serves as an example of what inclusive development can achieve. Anticipated investment of \$4,572 per unit.

Committee Score: 46

Funding Recommendation: \$0

In summary, after careful consideration and discussion of all applications, the CAHF Committee recommended the following awards of CAHF funding:

- **AHIP's Charlottesville Critical Rehabilitation Program:** \$240,000
- **Community Services Housing, Inc.'s Rehabilitation Repairs to Preserve CSH Properties:** \$88,000
- **Habitat for Humanity of Greater Charlottesville's Habitat Core 2025:** \$160,000
- **Piedmont Housing Alliance's 905 Rives St.:** \$200,000
- **Piedmont Housing Alliance's 356 11th St. NW:** \$100,000

This recommendation provides full funding for five of the six applications. The Committee did not recommend funding for the application from POAH for the 10th and Wertland Development. While the project proposed in the application has merit, the Committee assigned it a lower priority in the context of competing applications and the limited funding available in the CAHF. The Committee recognizes the importance of this development—which proposes the construction of 180 rental units at varying affordability levels—and the benefits it will provide the community once realized.

The POAH application is clear, however, that the development's currently projected cost of just over \$66 million will rely on a substantial funding contribution from the City of Charlottesville. That

contribution would include not only the entire \$823,000 available in this CAHF cycle but also a \$3 million contribution from the city's Capital Improvement Plan. The development's financing would also include a \$3.5 million property tax rebate loan from Virginia Housing. The application is also clear that these contributions are a critical necessity to secure Low Income Housing Tax Credits that would enable approximately \$30 million in equity and make up nearly half of the development's funding.

In reviewing the application, the Committee considered the uncertainty of these funding elements, the implications for a construction and funding expenditure timeline, and the magnitude of the City's anticipated contribution, which will require, at a minimum, a revision of the currently projected Capital Improvement Plan. The Committee also considered that a major CAHF contribution to the development now would severely constrain available funding for other applications of merit. Based on these factors and the scope of the anticipated overall funding contribution from the City, the Committee believes this development would be best considered as a stand-alone project by City Council. This would allow for a comprehensive assessment of the City's financial participation in the development as well as the implications for the various funding streams that support affordable housing initiatives in Charlottesville.

The Charlottesville Affordable Housing Plan recommends that targeted funding awards should be allocated as follows:

Level of Funding	Percentage of Funding	Amount of Funding	Households Served
Tier 1	50%	\$417,500	serving households with incomes up to 30% of Area Median Income (AMI)
Tier 2	30%	\$250,500	serving households with incomes up to 60% of Area Median Income (AMI)
Tier 3	20%	\$167,000	serving households with incomes up to 80% of Area Median Income (AMI)

However, if City Council approves the allocation as recommended by the CAHF Committee, funding by Tier level, as recommended, should be awarded as follows:

Level of Funding	Percentage of Funding	Amount of Funding	Households Served
Tier 1	15%	\$120,775	serving households with incomes up to 30% of Area Median Income (AMI)
Tier 2	59%	\$467,225	serving households with incomes up to 60% of Area Median Income (AMI)
Tier 3	25%	\$200,000	serving households with incomes up to 80% of Area Median Income (AMI)

Alignment with City Council's Vision and Strategic Plan

The funding recommendations aligns with the following:

1. **Alignment with Affordable Housing and Comprehensive Plans:** The funding recommendations made by the CAHF Committee for the CAHF Grant program align with the goals and priorities outlined in Charlottesville's Affordable Housing and Comprehensive Plans. The recommended funding supports initiatives addressing homelessness prevention, legal assistance, homeownership support, and affordable housing development, key focus areas of the city's affordable housing plan.
2. **City Council Strategic Plan Framework/Strategic Outcome Area (SOA) Housing: Housing Choice and Mobility:** The CAHF program supports a variety of initiatives aimed at improving housing affordability and accessibility. These include critical repairs, housing rehabilitation, homelessness prevention, legal aid for housing-related issues, and homeownership programs. By providing diverse housing options, the program directly contributes to housing choice and mobility for all residents, as outlined in the Affordable Housing Plan.
3. **SOA Economic Prosperity: Driving Prosperity for All: Investing in affordable housing initiatives** through the CAHF program ensures that all residents have access to stable and affordable housing. Stable housing is foundational for pursuing economic opportunities, building wealth, and contributing to community prosperity. By fostering economic stability for residents, the program drives economic prosperity for the entire community.
4. **SOA Partnerships: Magnify Positive Community Outcomes through Capacity Support:** The CAHF program involves collaboration with various stakeholders, including nonprofit organizations, housing authorities, legal aid services, and community development organizations. These partnerships amplify the positive outcomes of affordable housing initiatives by leveraging resources, expertise, and community networks. By fostering meaningful collaborations, the program enhances the effectiveness of initiatives addressing housing needs.
5. **Commitment to Justice, Equity, Diversity, and Inclusion:** The CAHF program reflects the city's commitment to justice, equity, diversity, and inclusion by addressing housing needs across various demographic groups and socioeconomic backgrounds. By providing housing support to vulnerable populations and advancing social and economic justice, the program contributes to creating a more inclusive and equitable community.

In summary, the CAHF Grant program and its funding recommendations align closely with Charlottesville's vision for creating an environment where everyone can thrive. Through its support for affordable housing initiatives, the program contributes to economic prosperity, fosters partnerships, and promotes justice, equity, diversity, and inclusion. Moving forward, continued investment in the CAHF Grant program will be essential for advancing the city's goals for inclusive and equitable community development.

Community Engagement

This CAHF allocation is in keeping with the provisions in the Affordable Housing Plan and 2021 Comprehensive Plan, which were recommended by the Planning Commission and approved by the City Council. Both documents went through an extensive public engagement process. The application review was done by the CAHF Committee, whose members are appointed by the City Council as representatives from staff and the community.

Budgetary Impact

The funds being requested by this resolution were previously appropriated to the CAHF fund as part of the Capital Improvement Program (CIP) FY24/25 budget.

Recommendation

Staff recommends City Council move to approve the attached Resolution awarding FY25 CAHF funding. In so doing, the funding will support various levels of affordable housing, as follows:

- AHIP's Charlottesville Critical Rehabilitation Program: \$257,500
- Community Services Housing, Inc.'s Rehabilitation Repairs to Preserve CSH Properties: \$88,000
- Habitat for Humanity of Greater Charlottesville's Habitat Core 2025: \$160,000
- Piedmont Housing Alliance's 905 Rives St.: \$200,000
- Piedmont Housing Alliance's 356 11th St. NW: \$100,000

Alternatives

City Council could decide to provide the recommended projects with different levels of funding than those recommended. The council could also decide to fund a different set of the projects outlined above or choose not to award any funding for any of these projects at this time.

Attachments

1. Summary of CAHF Applications Received
2. Resolution_CAHF FY25

Organization	Project Name	Amount of Request	Units Created/ Preserved	\$/Unit	Purpose of requested funding
Albemarle Housing Improvement Program (AHIP)	Charlottesville Critical Repair and Rehab	\$240,000	12	\$20,000	To provide home rehabs, critical repairs, accessibility modifications, and energy-efficiency upgrades to twelve homeowners which will preserve existing affordable housing, keep homeowners safe in their homes, reduce the overall costs of homeownership, and slow gentrification.
Charlottesville Redevelopment & Housing Authority (CRHA)	Dogwood Property Roof Replacement	\$298,000	50	\$5,960	To replace the roofs at 18 properties included in the Dogwood portfolio, preserving affordable housing in Charlottesville. Seven of these properties have been identified as good prospects for solar panels but the current roofs are not able to support installation
Community Services Housing, Inc. (CSH)	Rehabilitation Repairs to Preserve Community Services Housing Properties	\$88,000	20	\$4,400	To preserve and enhance affordable housing by addressing critical repairs across Community Services Housing properties. These repairs ensure safe, livable, and more energy-efficient homes for individuals with disabilities and those with extremely low incomes. By maintaining quality and affordability, the project supports housing stability, prevents displacement, and aligns with the broader community goals of equity, sustainability, and long-term affordability.
Greater Charlottesville Habitat for Humanity, Inc. (Habitat)	Habitat CORE 2025	\$160,000	4	\$40,000	To create 4 affordable homes for households with incomes at or below 60% AMI. This pilot project will serve as a test case of the new zoning code, creating 4 homes on a site which previously would have permitted 1-2.
Piedmont Housing Alliance (PHA)	905 Rives St.	\$200,000	12	\$16,667	The Piedmont Housing Alliance, in partnership with the Piedmont Community Land Trust, seeks to build 12 permanently affordable homes of varying bedroom counts in the Belmont neighborhood.
Piedmont Housing Alliance (PHA)	356 11th St. NW	\$100,000	2	\$50,000	The Piedmont Housing Alliance, in partnership with the Piedmont Community Land Trust, seeks to build two permanently affordable homes for sale in the historically African-American neighborhood of 10th and Page.
Preservation of Affordable Housing (POAH)	10th and Wertland Development	\$823,000	180	\$4,572	To develop a fully affordable building that maximizes the number of apartments on the site without overwhelming the surrounding neighborhood. Ground floor commercial uses will be designed for local entrepreneurs at affordable rents. Our goal is to develop a sustainable, affordable rental community on land to be conveyed by the University of Virginia Foundation's Affordable Housing Initiative in Charlottesville that serves as an example of what inclusive development can achieve, enriching the lives of residents, businesses, and neighbors alike.
Total Requested:		\$1,909,000			Total Available: \$823,000

**RESOLUTION ALLOCATING
CHARLOTTESVILLE AFFORDABLE HOUSING FUND (CAHF) FOR AFFORDABLE
HOUSING PROJECTS AND INITIATIVES IN THE AMOUNT OF \$823,000**

WHEREAS, the City of Charlottesville, Virginia, having established the Charlottesville Affordable Housing Fund (CAHF) Grant Program to provide financial support for community agency programs aiding in affordable housing and homelessness relief, hereby allocates \$823,000 from the Charlottesville Affordable Housing Fund (CAHF) Grant Program under Fund 426 Project: CP-084, as per the Capital Improvement Program budget for FY2025.

NOW, THEREFORE, BE IT RESOLVED The City Council, having received and reviewed recommendations from the CAHF Committee on the expenditure of CAHF funds for the CAHF Grant Program, resolves to allocate the amount to the following HOPS applicants:

Fund	Project	GL Account	Applicant	Funded Project/Initiative	CAHF Award
426	CP-084	530670	Albemarle Housing Improvement Program	Charlottesville Critical Rehabilitation Program	\$257,500
426	CP-084	530670	Community Services Housing, Inc. (CSH)	Rehabilitation Repairs to Preserve CSH Properties	\$88,000
426	CP-084	530670	Habitat for Humanity of Greater Charlottesville	Habitat Core 2025	\$160,000
426	CP-084	530670	Piedmont Housing Alliance	905 Rives St.	\$200,000
426	CP-084	530670	Piedmont Housing Alliance	11th St. NW	\$100,000

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

Approved by Council
March 17, 2025

Kyna Thomas, MMC
Clerk of Council

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



Agenda Date:	March 17, 2025
Action Required:	Approval of resolution
Presenter:	Eden Ratliff, Deputy City Manager
Staff Contacts:	Eden Ratliff, Deputy City Manager Krisy Hammill, Director of Budget
Title:	Resolution authorizing the execution of an Agreement for Provision of Animal Shelter Services with the Charlottesville Albemarle Society for the Prevention of Cruelty to Animals (CASPCA) (1 reading)

Background

The City of Charlottesville has an agreement with the Charlottesville-Albemarle SPCA for the provision of services to lost stray, stranded, and surrendered animals within the city. The SPCA terminated that agreement in March 2024 which kicked off a year of negotiations between the CA-SPCA, Albemarle County, and the City of Charlottesville, to see if terms could be reached for a new agreement. The CA-SPCA provides services that the City is required by law to ensure they are provided as well as other services deemed beneficial to the community.

Discussion

The CA-SPCA is a nonprofit animal shelter that provides a variety of services to the community for dogs, cats, and other animals brought to their door. Some of the services provided by the SPCA are required by state law, including holding animals that are under investigation, managing the aggressive animal process, and handling stray dogs in the community. Other services they provide include community education, adoption programs, 'trap-nueter-release' for cats, and veterinarian services for animals requiring care but do not have the financial resources to see a private practice.

The essence of the negotiations over the last 12 months has been about the need for the SPCA to have a revenue program from the City and the County to ensure they could continue to provide the services currently available. The negotiation process included a lot of time for the City and County to better understand the operations of the CA-SPCA, their financial needs, and the benefits of a lasting partnership. The presented agreement allows for there to be financial stability for the CA-SPCA at an improved revenue steam as well as continuation of services for the City and County.

The agreement is for 3 years with the option for two 1 year extensions or a total of 5 years.

The revenue to the CA-SPCA will be based on the population size of the municipalities. The first year of the agreement is \$13.00/capita or \$596,219 for the City. The County of Albemarle will pay \$1,477,879 in the first year.

The agreement also allows the governing body to appoint one individual to serve as a Director of the SPCA Board of Directors.

Alignment with City Council's Vision and Strategic Plan

This agreement aligns well with the Partnership priority of the City Council in the strategic plan.

Community Engagement

N/A

Budgetary Impact

Contract Pricing Terms are as follows:

Year 1: \$13.00/capita

Year 2: \$16.00/capita

Year 3: \$17.50/capita

Renewal Terms if Exercised:

Year 4: \$19.00/capita

Year 5: \$20.00/capita

Recommendation

Recommend that the City Council authorize the City Manager to execute the agreement between the CA-SPCA, Albemarle County, and the city of Charlottesville, as presented.

Alternatives

Attachments

1. SPCA County City Shelter Services Agreement County rev 2025.03.03
2. SPCA Contract Resolution 2025

AGREEMENT FOR PROVISION OF ANIMAL SHELTER SERVICES

THIS AGREEMENT FOR THE PROVISION OF ANIMAL SHELTER SERVICES (this “Agreement”) is made as of this _____ day of March, 2025, by and among the CHARLOTTESVILLE-ALBEMARLE SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (the “SPCA”), a Virginia nonstock corporation (SCC No. 00115279), located at 3355 Berkmar Drive, Charlottesville, Virginia; the COUNTY OF ALBEMARLE, VIRGINIA (the “County”), a political subdivision of the Commonwealth of Virginia; and the CITY OF CHARLOTTESVILLE, VIRGINIA, a body politic and corporate (the “City”, and together with the SPCA and the County, the “Parties”). The City and the County are hereinafter also referred to individually as a “local governing body,” and collectively as the “local governing bodies”.

In consideration of the mutual covenants herein contained, and subject to the terms and conditions herein set forth, the parties mutually covenant and agree as follows:

I. Purpose and Scope

The local governing bodies are required to maintain or cause to be maintained a public animal shelter and to provide certain public shelter services, pursuant to § 3.2-6546 of the Code of Virginia (1950), as amended, and regulations and guidelines established by the Virginia Department of Agriculture and Consumer Services, together with other applicable laws and regulations, including the local governing bodies’ ordinances (“applicable law”). SPCA agrees to provide all required services for a public animal shelter, in addition to those services included in this Agreement (“Shelter Services”), according to applicable law, on behalf of the City and County. All Shelter Services will be provided at the SPCA facility, located at 3355 Berkmar Drive, Charlottesville, Virginia (the “Facility”), unless otherwise expressly agreed. SPCA, a Private Animal Shelter operating for the same purpose as a Public Animal Shelter under this Agreement with the City and County, will be registered with the Virginia Department of Agriculture and Consumer Services under the Public Shelter Designation for the duration of this Agreement.

II. Term and Pricing.

- A. **Term of Agreement.** Upon full execution, this Agreement replaces in its entirety the agreement among the Parties, dated November 6, 2009. The initial term of this Agreement shall be for three (3) years (“Initial Term”), commencing as of March 16, 2025 (the “Commencement Date”). The first “year” of the Initial Term will be from March 16, 2025-June 30, 2026. Every term year thereafter will be from July 1, 202x-June 30, 202x+1 to follow the fiscal year schedule. The City and/or County have the exclusive option to renew this Agreement for two additional one-year terms beyond the Initial Term (“Renewal Term(s)”). In order to exercise the option to renew, the City or County or both must provide timely notice, as set forth in Section II.D., below.

B. Termination. Any Party may terminate this Agreement for any reason by providing no less than 12 months' written notice to the persons identified in Section XI. Notice of termination by one of the Parties shall only terminate the agreement with such Parties as indicated in the Notice of Termination. The agreement shall remain in force with respect to any Parties not subject to the noticed termination.

C. Contract Pricing. In consideration for the Shelter Services to be provided by the SPCA hereunder, the City and County each shall pay to the SPCA the following amounts (the "Annual Fees") according to their official census population¹ calculation for the respective year:

Initial Term: Year 1 (March 16, 2025-June 30, 2026): \$13.00/capita²;

Year 2 (July 1, 2026-June 30, 2027): \$16.00/capita; and

Year 3 (July 1, 2027-June 30, 2028): \$17.50/capita.

Renewal Term(s), if exercised:

Year 4 (July 1, 2028-June 30, 2029): \$19.00/capita; and

Year 5 (July 1, 2029-June 30, 2030): \$20.00/capita.

Payment of Annual Fees shall be made in quarterly installments during each term year and may be paid in advance at the option of the local governing bodies. With Year 1 traversing 472 days, installments shall be made over five periods and may be paid in advance at the option of the local governing bodies.

D. Notice of Intent to Exercise Option to Renew. In order for the local governing bodies, or either local governing body to exercise its option to renew this Agreement, written notice of intent to renew must be delivered pursuant to Section XI of this Agreement no less than 12 months prior to the expiration of the last year of the Initial Term, or no less than 12 months prior to the expiration of a Renewal Term.

III. Shelter Services.

A. Definitions:

1. "Shelter Services" shall mean the impoundment and care of Animals delivered to the Facility, as more particularly described in Exhibit A, attached hereto and made a part hereof. Whether expressly stated, this term will

¹ For purposes of this Agreement, the "official census population" shall refer to the most recent estimate of the population for the City and the County, as applicable, as published by the U.S. Census Bureau utilizing the American Community Survey 5-Year Population Data. The most recent American Community Survey 5-Year Population Data as of ratification of this Agreement is the 2023 population estimate.

² Based on the current US Census Bureau population figures for the County (113,683) and the City (45,863), the County's Year 1 fee will be \$1,477,879 (113,683 x \$13) and the City's fee will be \$596,219 (45,863 x \$13).

include services in compliance with all relevant laws and ordinances in effect for a public animal shelter;

2. "Animal" or "Animals" shall mean dogs, cats, and other companion animals as defined in § 3.2-6500 of the Code of Virginia (1950), as amended; owned companion animals found running at large, surrendered in the field, or impounded; companion animals found by the public within the jurisdiction of the local governing bodies; and dogs surrendered to the shelter by rightful owners residing within the jurisdiction of the local governing bodies; and
3. "Impound agents" shall mean animal control and protection officers, public safety officers, and any other agents of the local governing bodies who deliver Animals to the Facility.

B. Services Provided:

The SPCA shall provide Shelter Services for all Animals delivered to the Facility by the County's and City's respective Impound Agents. Except as otherwise expressly provided in this Agreement, or as required by applicable law, the manner in which Shelter Services are provided, including, without limitation, the hours of operation and staffing of the Facility, and the decision whether and when to euthanize any Animal while in its custody and is not subject to any stray, bite quarantine, or protective custody holds, including evidentiary holds, shall be in the sole reasonable discretion of the SPCA. Any Animal impounded, confined, and held in the custody of the Public Animal Shelter under this Agreement shall be subject to the responsible locality's determination as to any lawful disposition during any hold and prior to the lawful transfer or release of such Animal to any other humane society, animal shelter, or other releasing agency. The City and County retain the right to request the euthanasia of any Animal deemed to pose a public safety or public health risk. Should the SPCA not agree to euthanize the Animal(s) at the request of the City and/or County, the City and/or County shall have the right to exercise the option to remove and dispose of the Animal(s) from the Facility for which Shelter Services are being provided pursuant to this Agreement.

IV. Responsibilities of the SPCA. The SPCA shall provide Shelter Services, as described in Exhibit A. In addition, the SPCA will:

- A. Prepare and provide to the local governing bodies copies of an annual audit and an annual budget;
- B. Cause its Executive Director or their designee to meet with representatives of the local governing bodies before the end of each Agreement Year, or at such other date mutually agreed by the Parties, to discuss the annual audit and the annual budget;
- C. Retain at all times copies of the books and records relating to this Paragraph IV for the Term of this Agreement, provide notice of the intent to destroy records from 2019 and after related to and arising from services provided under the prior

agreement, and provide a reasonable opportunity for the City and County to request copies of such records.

- C. At any reasonable time(s) and upon reasonable prior request, provide to the local governing bodies and their respective authorized agents, access to such books and records as may be necessary for the local governing bodies to confirm that the SPCA is complying with the provisions of this Agreement;
 - D. Comply with all current and future laws and regulations governing public animal shelters;
 - E. Bear responsibility for any fines imposed by any regulatory body for any failure to comply resulting from the SPCA's action or inaction. The SPCA shall not bear any responsibility for fines imposed based on the action or inaction of Impound Agents or other agents of the local governing bodies. The SPCA, however, assumes responsibility for the treatment of any Animal upon the lawful delivery and transfer of custody of such Animal to the Public Animal Shelter by an Impound Agent.
 - F. Assume any costs associated with the SPCA maintaining compliance with all laws and regulations.
- V. Responsibilities of Local Governing Bodies. The local governing bodies shall pay the Annual Fees, as provided herein. In addition, the local governing bodies will:
- A. Deliver to the Facility Animals confiscated for "running at large" in the County/City;
 - B. Designate a supervising County/City official to whom the SPCA may deliver routing communications, notifications, and any other requests or information;
 - C. Require Impoundment Agents to comply with the SPCA's check-in procedures and all other written, reasonable rules and regulations of the SPCA, provided that any rules and regulations affecting the provision of Shelter Services do not, in the reasonable judgment of the local governing bodies, impair the provision of Shelter Services under this Agreement.
 - D. Require Impoundment Agents to comply with applicable law in handling and delivery of Animals to the Facility;
 - E. In the case of owned Animals surrendered to an Impound Agent for disposal, provide an admittance form complying with applicable law, with the owner's signature;
 - F. In the case of any dead Animal, as defined in this Agreement, provide a photograph of the Animal, as well as a written description of the animal, location found, and probable cause of death. In the event the Animal is being held as evidence, deliver such Animal to the area established by the SPCA for holding. Additionally, provide the case number and contact information for the responsible law enforcement or legal officer. If such Animal is deceased, the Animal will be held in the SPCA freezer until the evidence hold has been released. The SPCA shall be promptly notified by responsible law enforcement or legal officers upon the release of any evidence hold.

- G. For any Animal delivered to the Facility by an Impound Agent after a bite incident, the Impound Agent will provide, in writing, the owner's name (if known, contact information) and any information known to the Impound Agent regarding the circumstances of the bite and animal outcome information, and notify the local office of the Virginia Department of Health;
 - H. For any Animal delivered to the Facility by an Impound Agent with aggressive behavior or any other serious behavioral issue known to or described to an Impound Agent, provide such information, in writing, on the SPCA admission form. The Impound Agent shall notify the SPCA if the Animal's owner will be or has been charged or has been found guilty of any laws regarding dangerous or vicious animals. In the event the owner is not seeking to appeal the decision or is unable to meet the restrictions, Impound Agents will notify the Animal's owner or custodian that they will have their pet euthanized either by a private veterinarian or the animal shelter. If the latter, surrender paperwork must be provided to the SPCA as soon as possible and prior to the animal being euthanized.
 - I. Provide reasonable advance notice, when practicable, to the SPCA in cases of a large number of Animals confiscated or impounded from one situation (a large number shall be greater than 10 Animals); and,
 - J. Exercise best efforts to resolve any disagreement regarding the implementation of this Agreement by consulting with the Executive Director of the SPCA.
- VI. Default. Failure by either of the local governing bodies to pay any installment of the Annual Fees or any other sum due under this Agreement within forty-five (45) days following the date on which such payment is due shall constitute a default hereunder as to the non-paying local government body. Failure by the local governing body to cure such payment default, or failure by either a local governing body or the SPCA to cure any other material breach of this Agreement, including any material breach of the audit provisions of paragraph 4 of this Agreement, within forty-five (45) days following receipt of written notice thereof, may result in termination of this Agreement, as to the defaulting party or parties, at the election of the non-defaulting party.
- VII. Insurance. The SPCA shall maintain sufficient insurance to protect itself and the local governing bodies from any claims that may arise from the operation of the Facility pursuant to this Agreement. Such insurance shall meet or exceed the minimum coverage requirements reasonably established by the local governing bodies and may be provided by commercial carriers or by self-insurance or by any combination of the two by certificate from the insurance provider, naming the local governing bodies as additional insureds. Proof of such coverage shall be provided to the local governing bodies upon request.
- VIII. Indemnification. The SPCA shall be responsible for, shall defend against and shall indemnify and hold the County Indemnitees and City Indemnitees (as hereinafter defined) harmless from and against, any and all lawsuits, claims, demands, losses, or actions made or taken against any of the County or City Indemnitees based upon, arising

from, or incident to the decisions and/or actions of the SPCA or any of its officers, directors, employees, agents, or volunteers to the extent any such lawsuits, claims, demands, losses, or actions arise from any failure of the SPCA to meet its obligations in accordance with Chapter 65, Title 3.2 of the Code of Virginia, as amended, (Virginia Code § 3.2-6500, et seq.) which details provisions for adequate care, shelter, exercise, feed, space, and water. For purposes hereof, the “County Indemnitees” shall mean, collectively, the County and its Board of Supervisors, employees, representatives, officials, and agents; the “City Indemnitees” shall mean the City and its Council, employees, representatives, officials, and agents.

- IX. Assignment. No party shall assign or transfer all or any part of its right, title, or interest in this Agreement, without the prior written consent of the other parties.
- X. Governing Law. This Agreement shall be governed by the laws and regulations of the Commonwealth of Virginia.
- XI. Notices. All notices required to be given under this Agreement shall be delivered, by first-class registered mail, as follows:

To the SPCA: Charlottesville-Albemarle SPCA
 3355 Berkmar Drive
 Charlottesville, VA 22901
 Attn: Executive Director

To the County: County of Albemarle
 401 McIntire Road
 Charlottesville, VA 22902
 Attn: County Executive

To the City: City of Charlottesville
 605 E. Main St.
 Charlottesville, VA 22902
 Attn: City Manager

- XII. Complete Agreement; Amendments. This Agreement constitutes the final expression of the parties and supersedes all previous agreements and understandings, written or oral, relating to the rights and responsibilities of the Parties hereunder for the time period covered hereby. This Agreement may not be altered, amended, or modified except by written instrument executed by duly authorized representatives of the Parties.
- XIII. Non-Appropriation. In accordance with Virginia Code § 15.2-2506, the County’s or the City’s obligation to pay any Annual Fee or other sum due hereunder shall be subject to

the respective locality's governing body appropriating adequate funds. In the event a local governing body does not appropriate funds due or expected to become due under this Agreement, the non-appropriating local governing body must notify the SPCA immediately and this Agreement will terminate as to that non-appropriating locality upon the exhaustion of appropriated funds without penalty or expense to the non-appropriating locality. The non-appropriating local governing body shall be obligated to pay the SPCA for services rendered only to the extent for which funds have been appropriated. To the extent permitted by the Constitution of Virginia and Virginia statute, neither the City nor the County shall fail to appropriate adequate funds with the intent and for the purpose of prematurely terminating this Agreement or in an attempt to alter the terms thereof.

- XIV. Board Representation. The local governing bodies shall each be permitted to appoint one individual to serve at the pleasure of the appointing local governing body as a Director on the SPCA Board of Directors subject to SPCA Director term lengths, term limits, and compliance with Bylaws and general Board policies. Notwithstanding the foregoing, Board representatives appointed by the City and County shall be exempt from any fundraising or contribution requirements as well as any requirements to serve on committees.

IN WITNESS WHEREOF, the parties do hereby set forth their signatures and do hereby represent that the individuals who have executed this Agreement have been duly authorized to bind the local governing bodies and the SPCA, respectively, to the terms and conditions hereof.

[Signature page follows]

CHARLOTTESVILLE-ALBEMARLE SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS ("SPCA")

By:  _____
Libby Jones, Executive Director

COUNTY OF ALBEMARLE, VIRGINIA ("COUNTY")

By: _____
Jeffrey B. Richardson, County Executive

Approved as to form:

By: _____
County Attorney

CITY OF CHARLOTTESVILLE, VIRGINIA ("CITY")

By: _____
Samuel Sanders, Jr., City Manager

Approved as to form:

By: _____
City Attorney

EXHIBIT A

Description of Shelter Services

Shelter Services to be provided by the SPCA:

- Impoundment services for all Animals delivered by the City/County Impound Agents or City/County residents; to include all Animals surrendered directly to Impound Agents and protective custody cases, stray and return to owner/guardian services, bite quarantine, dangerous animal holding, and all other holds as required by applicable laws and regulations;
- Owner surrender services for all Animals delivered by City/County residents during business hours, provided appropriate space is available for such Animal. As is appropriate, efforts will be made to assist owners in rehoming or disposing their Animal themselves so as not to incur additional shelter expense. Surrender for euthanasia will be considered on a case-by-case basis as approved by the Directors of Operations or Veterinary Services;
- Euthanasia services when shelter veterinarians are onsite for all Animals and wildlife delivered by City/County Impound Agents that cannot be safely euthanized in the field;
- Veterinary, Adoption, Foster & Animal Care services to shelter residents in compliance with Virginia Code and Virginia Department of Agriculture and Consumer Services regulations;
- Facility access to City and County public safety officials as needed outside of normal business hours;
- Provide response to all free-roaming cat calls, along with education, resources, and trap-neuter-return services, supporting City and County residents to mitigate the spread of disease and control cat overpopulation;
- Transport from and reimbursement to contracted emergency vets for stabilizing care for sick/injured stray Animals delivered by Good Samaritans after hours;
- Maintain a dedicated public animal shelter intake area where dog and cat runs or cages are available to Impound Agents for temporary intake delivery and custody transfer, such area subject to advance approval by the Virginia Department of Agriculture and Consumer Services.
- Low-cost veterinary services to low-income City/County residents to the extent operationally viable to do so. Such services shall be dependent on veterinary availability;

- Provide timely updates regarding policy, procedures, or protocols relating to public Shelter Services and provide a process for informal and formal input/feedback;
- Provide resources and training for Impound Agents to review in the event that they are not familiar with SPCA Shelter operating procedures and protocols. The designated intake area will have clearly posted signage indicating required intake procedures and all required forms;
- At the request of an Impound Agent at the time of, or within 48 hours, of impoundment, provide detailed veterinary assessments of impounded Animals for the purposes of animal welfare investigations;
- For Animals held as evidence or pending further investigation or trial, the shelter shall place the animals on “Protective Custody.” Animals impounded on Protective Custody will be handled, cared for, and vaccinated in accordance with all applicable laws. The Impound Agent will provide as much detail and instructions as possible upon delivery and will provide timely updates to shelter staff. No Animal will be removed from Protective Custody or be subject to elective or non-emergency surgery without authorization from the Impound Agent or their supervisor;
- Maintain and publicize hours of operation. Establish reasonable business hours to accommodate stray and redemption services for members of the public in accordance with applicable law and Virginia Department of Agriculture and Consumer Services standards;
- Allow Impound Agents reasonable access to applicable shelter records and shelter record software;
- Respond in a timely manner to animal care or welfare concern brought to shelter management’s attention by an Impound Agent. Additionally, respond in a timely manner to any regulatory violation based upon, arising from, or incident to the decisions and/or actions of the SPCA or any of its officers, directors, employees, agents, or volunteers, pay any and all related fines associated with any regulatory violation, and be responsible for any costs associated with regaining and maintaining compliance with any regulatory requirements;
- Impound Agents are responsible for accurately completing all required impoundment forms and intake protocols. The SPCA will notify representatives for the City and the County of any regulatory violation, potential or incurred, as a result of non-compliance.
- Develop and maintain an emergency evacuation plan for shelter residents. An SPCA representative will be made available to the City or the County to consult on local

community emergency evacuation and disaster overflow plans that may include routine tabletop exercises relating to Animal impoundment or evacuation during a crisis, emergency, or disaster;

- The shelter will ensure that all Animals adopted and redeemed have all applicable vaccinations, identification, and alteration as provided in Virginia law and Regulations and local City/County ordinances. Any exceptions will be clearly documented in the Animal's record. If follow-up is required, it will be reported to the City and County representatives in a timely manner;
- In the event Impound Agents have the need to temporarily borrow supplies, it must be on a request-only basis and such agents will be required to return the borrowed items in the same condition in which they were borrowed (e.g., cleaned and sanitized, unbroken, etc.). General disposable or consumable supplies should be procured by the responsible local government as needed for Impound Agents during the course of their work;
- All Parties will exercise best efforts to resolve any disagreement regarding the implementation of this Agreement and updates to any applicable policies and protocols by consulting with the designated representative of the SPCA and each jurisdiction's Impound Agents.

RESOLUTION

BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that this Council hereby authorizes the City Manager or his designee to execute the following document, in a form approved by the City Attorney:

AGREEMENT FOR THE PROVISION OF ANIMAL SHELTER SERVICES is made as of this _____ day of March, 2025, by and among the CHARLOTTESVILLE-ALBEMARLE SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (the “SPCA”), a Virginia nonstock corporation (SCC No. 00115279), located at 3355 Berkmar Drive, Charlottesville, Virginia; the COUNTY OF ALBEMARLE, VIRGINIA (the “County”), a political subdivision of the Commonwealth of Virginia; and the CITY OF CHARLOTTESVILLE, VIRGINIA, a body politic and corporate (the “City”, and together with the SPCA and the County, the “Parties”).

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



Agenda Date: March 17, 2025

Action Required:

Presenter:

Staff Contacts:

Title: Confidential Settlement Agreement

Background

Discussion

Alignment with City Council's Vision and Strategic Plan

Community Engagement

Budgetary Impact

Recommendation

Alternatives

Attachments

None