



CITY COUNCIL AGENDA

May 19, 2025

City Hall Council Chamber

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

4:00 PM OPENING SESSION

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

Call to Order/Roll Call

Agenda Approval

Reports

1. Report: Homelessness in Focus: A Community Briefing
2. Report: Youth Council Annual Report

5:30 PM CLOSED MEETING

3. By Motion: Appointments to Boards and Commissions

6:30 PM BUSINESS SESSION

Moment of Silence

Announcements

Recognitions/Proclamations

- Proclamation: Public Works Week, May 18-24, 2025
- Proclamation: Older Americans 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.

4. Resolution: Resolution to appropriate Virginia Department of Criminal Justice Services Victims of Crime Act Grant Award FY25 - \$123,600 (2nd reading)
5. Resolution: Resolution to appropriate \$26,210.96 to the Charlottesville Albemarle Society for the Prevention of Cruelty to Animals ("CASPCA") (2nd reading)
6. Resolution: Resolution to appropriate \$20,000 in Virginia Department of Criminal Justice Services - Children's Justice Act One-time Grant Program funds (2nd reading)
7. Resolution: Resolution to Appropriate Police Warehouse Outlet Sales Revenue to Equipment Replacement Fund (2nd reading)
8. Resolution: Resolution to appropriate \$7,285.76 from the Virginia Department of Social Services to use for overtime for Medicaid unwinding (1 of 2 readings)

9. Resolution: Resolution to appropriate \$419,279.00 in additional funding received from the Virginia Department of Social Services to support staffing and operations (1 of 2 readings)
10. Resolution: Resolution to appropriate \$15,000 from NLC Southern Cities Economic Initiative Program to use for project planning (1 of 2 readings)
11. Resolution: Resolution to allocate \$100,000 for the Dogwood Vietnam Memorial Foundation of Virginia and \$4,260.65 to the Capital Improvement Plan ("CIP") Contingency Fund
12. Resolution: Resolution to allocate \$134,967 from Council's Strategic Initiatives Fund to support local service agencies
13. Resolution: Resolution to appropriate \$304.80 in State assistance and citizen donation for Spay and Neuter Program at SPCA
14. Resolution: Resolution accepting three (3) streets into the City's Street Maintenance Program

City Manager Report

- Report: City Manager Report
 - a. Report: Quarterly Financial Report
 - b. Report: Community Interventions - Part 2

Action Items

15. Public Hearing/Ord.: Public Hearing and Ordinance to vacate a natural gas easement (Belvedere Subdivision Block 4B)
16. Public Hearing/Ord.: Public Hearing and Ordinance to vacate a natural gas easement (Old Ivy Road)
17. Public Hearing/Ord.: Public Hearing and Ordinance to approve a Right-of-Way Agreement at 220 W. Market Street
18. Public Hearing/Ord.: Public Hearing and Ordinance to approve a Revocable License Agreement to Hill & Wood Funeral Service (1st Street N.) for use of public parking spaces
19. Public Hearing/Res.: Public Hearing and four (4) Resolutions for VDOT Subordination of Rights Agreements (Belvedere and Brookhill Subdivisions)
20. Resolution: Resolution to appropriate \$150,000 from the Virginia Department of Criminal Justice Services Operation Ceasefire Grant Program (2nd reading)

General Business

21. Resolution: Second Presentation of the 2025 ADA Transition Plan Update - Endorsement by resolution requested

Community Matters (2)

Adjournment

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



Agenda Date:	May 19, 2025
Action Required:	This report is to provide the City Council and the public with an update on the state of the unhoused and those facing housing insecurity, which may likely lead to homelessness in our community, from the local community partners who focus on homelessness for single adults and families.
Presenter:	Shayla Washington, Owen Brennen, Anna Mendez, Cameron Moore, Cindy Chambers
Staff Contacts:	Ashley Marshall, Deputy City Manager
Title:	Homelessness in Focus: A Community Briefing

Background

Homelessness remains a complex and pressing challenge in the City of Charlottesville, impacting individuals, families, and the broader community. While local partners have made significant strides in service coordination and outreach, housing affordability, economic instability, and gaps in supportive services continue to drive housing insecurity. The City remains committed to advancing equitable solutions through collaboration with nonprofit providers, regional partners, and those with lived experience. This briefing workshop offers an opportunity to understand current conditions better, highlight ongoing efforts, and inform future strategies to address homelessness with compassion and accountability.

Discussion

Below, the Council and community will find information on the community partners who will present during this report.

Blue Ridge Area Coalition for the Homeless (BRACH) - Presenter: Executive Director Shayla Washington - Website: <https://blueridgehomeless.org/>

- The Blue Ridge Area Coalition for the Homeless (BRACH, formerly TJACH) aims to make homelessness rare, brief, and non-recurring in our community. At BRACH, they work to reduce homelessness by initiating solutions and coordinating regional resources and services. BRACH was founded in 1998 and is the lead agency for our community's HUD Continuum of Care (CoC), which is the primary organization within a CoC responsible for coordinating and administering the CoC's activities, especially the annual application process to the U.S. Department of Housing and Urban Development (HUD).

The Haven - Presenter: Executive Director Owen Brennen- Website: <https://www.thehaven.org/>

- The Haven endeavors to end homelessness in the greater Charlottesville community. Motivated by radical hospitality, we strive to be the point of entry for people seeking stable housing. We open the doors wide for any and everyone, no matter their circumstances. The Haven is a multi-resource organization located in downtown Charlottesville whose day shelter is open 365 days a year [Hours of operation are Monday-Friday from 7 am to 5 pm (closed from 12-1 pm daily), and Saturday-Sunday from 7 am to 12 pm]. The organization provides access to breakfast, showers, laundry, computers, phones, storage bins, and mail for unsheltered people. They also provide various housing services.

The Charlottesville Corps of the Salvation Army - Presenter: Major Mark VanMeter -

Website: <https://charlottesville.salvationarmypotomac.org/>

- Currently led by Captains Mark and Jennifer Van Meter, the Charlottesville Corps engages in “boots-on-the-ground” actions as those we help transition from crisis to community. The agency’s goal is for all who enter our program to become part of a supportive community with a network of resources, family, and friends. We are the primary safety net for the greater Charlottesville area. The Salvation Army has 58 emergency shelter beds year-round and partners with PACEM to provide overflow shelter during winter through its “Warm Room” program. The Army also provides meals through their Soup Kitchen, which is open 365 days a year and serves meals several times a day (breakfast and supper Monday-Saturday, breakfast and a midday meal on Sundays, which are open to the public). The Soup Kitchen also houses a food pantry in partnership with the Blue Ridge Area Food Bank’s Food Pantry Program.

Shelter for Help in Emergency (SHE) - Presenter: Anna Mendez, Executive Director -

Website: <https://www.shelterforhelpinemergency.org/>

- The Shelter for Help in Emergency is committed to providing a safe, supportive, confidential, and respectful environment in which survivors of domestic violence are empowered with the knowledge of personal and community resources as well as the skills needed to make informed decisions for themselves and their families. **If you or someone you know is a victim of domestic/intimate partner violence, please call their 24-hour hotline at (434) 293-8509.**

Alignment with City Council's Vision and Strategic Plan

None.

Community Engagement

Report for information only.

Budgetary Impact

None.

Recommendation

Alternatives

Attachments

None

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



Agenda Date:	May 19, 2025
Action Required:	N/A
Presenter:	Juanika Howard, Youth Opportunity Coordinator, Members of Youth Council 24-25 School Year
Staff Contacts:	Juanika Howard Youth Opportunity Coordinator
Title:	Youth Council Annual Report

Background

The Youth Council is a public body, appointed by City Council, and is supported by Department of Human Services Staff. This group of young people advises City Council, informs the community about issues that affect youth, and makes recommendations on how they feel Charlottesville can be a better City. Youth who serve on the Council meet monthly, receive leadership training, and have the chance to make a real difference in our community. City residents between the ages of 13 and 17 are among the Youth Council cohort this year.

Discussion

This year there are fourteen (14) members appointed to the Youth Council. The University of Virginia YouthNex Program for Youth Participatory Action Research partnered with the students to guide them through a process to investigate an issue that they wanted to learn more about. The students selected a project to focus on the school environment and its impact on health and well-being. Through this process, they also developed a survey and obtained qualitative data. This end-of-year Report will provide Youth Council members with an opportunity to advocate and champion this cause.

Alignment with City Council's Vision and Strategic Plan

The Youth Council aligns with the City Council's Strategic Plan for Education, Partnerships, and Public Safety.

Community Engagement

The Youth Council project highlighted the need to focus on school engagement between educators, students, and administration. Ongoing recruitment occurs to fill vacancies on the Youth Council from year-to-year.

Budgetary Impact

N/A

Recommendation

Continued support of the Youth Council and receive the Report as presented.

Alternatives

N/A

Attachments

None

CITY OF CHARLOTTESVILLE



Proclamation

Public Works Week May 18 - 24, 2025

WHEREAS public works professionals focus on infrastructure, facilities, solid waste, street maintenance, engineering, and traffic field operations and services to make Charlottesville’s quality of life better for people to live, work, play and visit; and,

WHEREAS these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, skilled trades, equipment operators, and employees at all levels of government, who are responsible for rebuilding, improving, and protecting public buildings, and other structures and facilities essential for our community members; and,

WHEREAS the public works department maintains 160 miles of streets, 155 miles of sidewalks, over 1,500 ADA ramps, 75 traffic signals, 13,000 traffic signs, 70 buildings consisting of 1.6 million square feet, and 655 vehicles and pieces of equipment and responded to five snow events clearing streets and 31 miles of sidewalk and trails; and,

WHEREAS the public works department is responsible for a \$30 million operation budget, manages the engineering, project management and construction to include \$125 million for transportation projects and a \$260 million five-year capital improvement program to include Charlottesville Middle School, Walker Pre-K Center, Bypass Fire Station, and the completion of the Belmont Bridge; and,

WHEREAS it is in the public interest of Charlottesville to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works programs in their respective communities; and,

WHEREAS the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association;

NOW, THEREFORE, the Charlottesville City Council proclaims the week of May 18–24, 2025, as Public Works Week in the City of Charlottesville, urging all community members to join in activities, events, and ceremonies designed to pay tribute to our public works professionals and to recognize the substantial contributions they make in advancing quality of life for all.

Signed and sealed this 19th day of May 2025.

Juandiego Wade, Mayor

Kyna Thomas, Clerk

CITY OF CHARLOTTESVILLE



Proclamation

Older Americans Month May 2025

WHEREAS May is recognized as Older Americans Month, a time for us to recognize and honor older adults in the City of Charlottesville, and their immense influence on every facet of society; and

WHEREAS Charlottesville recognizes how, through their wealth of life experience and wisdom, older adults guide our younger generations and carry forward abundant cultural and historical knowledge; and

WHEREAS Charlottesville recognizes that older adults improve our community through intergenerational relationships, community service, civic engagement, and many other activities; and

WHEREAS our community benefits when people of all ages, abilities, and backgrounds have the opportunity to participate and live independently; and

WHEREAS Charlottesville aims to ensure that older adults have the resources and support needed to stay involved in the community, reflecting our commitment to inclusivity and connectedness;

NOW, THEREFORE, the Charlottesville City Council proclaims May 2025 to be **Older Americans Month**. We urge every resident to *Flip the Script on Aging*, this year’s theme, and transform how we talk about and perceive aging, celebrating older adults’ profound impact on our local community, empowered by social connections, health resources, and support for older adults.

Signed and dated this 19th day of May 2025.

Juandiego Wade, Mayor

Kyna Thomas, Clerk

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



Agenda Date:	May 19, 2025
Action Required:	Approve as written
Presenter:	Misty Graves, Director of Human Services
Staff Contacts:	Hunter Smith, Human Services Planner
Title:	Resolution to appropriate Virginia Department of Criminal Justice Services Victims of Crime Act Grant Award FY25 - \$123,600 (2nd reading)

Background

Issue: The Virginia Department of Criminal Justice Services ("VDCJS") has awarded the City's Department of Human Services ("DHS") \$123,600 from its Victims of Crime Act Program to provide trauma-focused, evidence-informed case management, and clinical services. DHS has received similar awards since 2019. This is a new award that follows the same programmatic structure and operates in the same format as previous award cycles.

Discussion

Background/Rule: The City's DHS' Evergreen Program increases access to trauma-informed intervention for victims within schools, as well as low-wealth neighborhoods, expands access to mental health services for victims, and supports behavioral interventionist positions serving victims of crime. Funds will be used to hire school-based interventionists, who will provide trauma and need assessments, service planning and delivery, coordination with other providers, and case management for up to thirty (30) child victims each year. The school-based interventionist serves students at Buford Middle School. The FY25 award does include a twenty percent (20%) match of \$30,900, which is included in the DHS Budget.

Alignment with City Council's Vision and Strategic Plan

The item aligns with the strategic outcome areas of Education and Partnerships of the City Council's strategic plan.

Community Engagement

This Program meets the City's Strategic Outcome Areas of Education and Public Safety.

Budgetary Impact

DHS has been receiving grant funds for this Program from the Department of Criminal Justice Services since 2019. The award period for this continuation covers eligible expenses incurred from July 1, 2024, to June 30, 2025. This Grant requires a cash match of twenty percent (20%), which is \$30,900, which is included in the DHS Budget.

Recommendation

City Staff recommends appropriating the funds as written.

Alternatives

There are no alternatives. This Program could not operate without appropriation of these funds.

Attachments

1. FY25 VOCA Resolution to Appropriate

RESOLUTION
Appropriation of Charlottesville Student Victim Outreach Program Department of
Criminal Justice Services Victim of Crimes Act Grant
\$123,600

WHEREAS, the City of Charlottesville has been awarded \$123,600 from the Department of Criminal Justice Services;

WHEREAS, this award requires a 20% match in the amount of \$30,900;

WHEREAS, the funds will be used to support Evergreen, a program operated by the Department of Human Services. The grant award covers the period from July 1, 2024 through June 30, 2025;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$123,600 is hereby appropriated in the following manner:

Revenue – \$154,500

\$123,600	Fund: 209	Cost Center: 3413018000	GL Account: 430120
\$ 30,900	Fund: 209	Cost Center: 3413018000	GL Account: 498010

Expenditures - \$154,500

\$148,140	Fund: 209	Cost Center: 3413018000	GL Account: 519999
\$ 6,360	Fund: 209	Cost Center: 3413018000	GL Account: 599999

Transfer From

\$30,900	Fund: 213	Cost Center: 3413003000	GL Account: 561209
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BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$123,600 from the Department of Criminal Justice Services.

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



Agenda Date:	May 19, 2025
Action Required:	Resolution Adoption
Presenter:	Krisy Hammill, Director of Budget
Staff Contacts:	Krisy Hammill, Director of Budget
Title:	Resolution to appropriate \$26,210.96 to the Charlottesville Albemarle Society for the Prevention of Cruelty to Animals ("CASPCA") (2nd reading)

Background

On March 17, 2025, City Council authorized the execution of an Agreement for Provision of Animal Shelter Services with the CASPCA. The Agreement's term is for three (3) years and renews in March annually. The City's cost for the first year of the Agreement is \$596,219, and is to be paid over five (5) periods, in the amount of \$119,243.80 per quarter.

Discussion

The amount budgeted for the CASPCA in FY 25 was based on the rates in accordance with the old agreement. The terms of the new Agreement include a fee increase that results in a required payment that will exceed the FY 25 Budget contribution by \$26,210.96. The attached Resolution identifies and appropriates the additional funds needed to make the first payment.

Alignment with City Council's Vision and Strategic Plan

The attached Agreement aligns well with the Partnership priority of City Council's Strategic Plan.

Community Engagement

N/A

Budgetary Impact

The attached Resolution requires an appropriation of \$26,910.96, in additional funds from the City's General Fund. The additional payment will be covered using unanticipated revenues that have been received as a reimbursement of prior year's expenses.

Recommendation

Adopt attached Resolution.

Alternatives

N/A

Attachments

1. SPCA - Resolution - April 2025

Resolution to Appropriate \$26,210.96 for Charlottesville-Albemarle Society for the Prevention of Cruelty to Animals

WHEREAS, the Council of the City of Charlottesville has authorized the execution of an new agreement for the provision of animal shelter services with the Charlottesville Albemarle Society for the Prevention of Cruelty to Animals (CASPCA);

AND WHEREAS, the amount of the first payment due in accordance with the new contract is for an amount that exceeds the original budgeted payment for CASPCA;

BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that a total of \$376.73 is hereby appropriated to the Charlottesville/Albemarle SPCA in the following manner:

Revenues - \$26,210.96

Fund: 105 Cost Center: 9900000000 G/L Account: 451050

Expenditures - \$26,210.96

Fund: 105 Cost Center: 9713006000 G/L Account: 540100

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



Agenda Date:	May 19, 2025
Action Required:	Appropriate funding and authorize City Manager to execute Statement of Grant Award (SOGA)
Presenter:	Leslie Burns, April Wimberley, Assistant City Attorney
Staff Contacts:	Taylor Harvey-Ryan, Grants Program Manager
Title:	Resolution to appropriate \$20,000 in Virginia Department of Criminal Justice Services - Children's Justice Act One-time Grant Program funds (2nd reading)

Background

The City of Charlottesville applied for and was awarded \$20,000 from the Virginia Department of Criminal Justice Services Children's Justice Act (CJA) One-Time Grant Program. The City of Charlottesville intends to renovate an existing conference room to create a child-friendly space within the Charlottesville- Albemarle Juvenile and Domestic Relations (JDR) courthouse.

Discussion

The JDR courthouse itself is a collaboration between the City of Charlottesville and Albemarle County, who co-own the building. The court hears all juvenile and domestic relation matters from both localities. Currently, there are approximately 175 children in the foster care system alone, all of whom have experienced trauma and will likely be required to attend several court hearings. Yet, there is no space within the JDR courthouse designed with children in mind. Children, guardians, attorneys, and others waiting to attend a child welfare hearing mingle together in a single open foyer outside the courtroom. There are two small meeting rooms that parties can use on an ad-hoc basis for privacy or respite from the noisy foyer, but no space dedicated to use by children. We have collaborated with multi-disciplinary experts to design a space in the courthouse for these children that is welcoming and trauma-informed.

The Charlottesville-Albemarle Best Practice Courts Committee (BPC) is made up of representatives of both localities from the judiciary, Social Services, Juvenile Justice, Piedmont Court Appointed Special Advocates, Court Service Unit, and the local JDR bar. In 2023, the BPC identified providing a peaceful, trauma-informed space for children in the JDR courthouse as a priority and has been working collaboratively toward that goal since.

The child-friendly space will be created within an existing conference room in the JDR courthouse. The expert members of the BPC consulted with an additional expert in children's trauma and trauma-informed design to develop a comprehensive plan for transforming the space. The plan includes soundproofing to minimize noise from the adjacent courtroom, child-sized furniture and work surfaces, trauma-informed books and toys for various ages and abilities, and an overall soothing and

welcoming aesthetic.

Modifications to the existing space include:

- Installation of hat channeling and felt “clouds” to filter noise from courtroom proceedings
- Installation of child-sized furniture and work surfaces
- Installation of soft floor covering
- Painting and decorating with soothing, natural colors and textures
- Installation of bookshelf supplied with books and coloring books in English and Spanish
- Installation of light table and accessories

Alignment with City Council's Vision and Strategic Plan

Partnerships: The courthouse is jointly owned by the City and County, and the Best Practice Committee is comprised of members of the child welfare community of both localities. The project represents a partnership among staff from multiple departments of both localities, as well as members of the larger community such as attorneys who serve as guardians ad litem and a non-profit organization that trains and supervises court advocates serving children. Investing in this child-friendly space emphasizes the care and concern our larger community has for the young people who are participants in challenging court proceedings. Indeed, this project serves as an example of partners coming together to care for some of the most vulnerable members of our community.

Community Engagement

N/A

Budgetary Impact

There is no budgetary impact to the City as this project will be supported by grant funds from the Virginia Department of Criminal Justice Services.

Recommendation

Staff recommends approval and appropriation of grant funds and execution of the Statement of Grant Award.

Alternatives

Council may decline the grant.

Attachments

1. CJA Resolution
2. Statement of Grant Award/ Acceptance

RESOLUTION

Appropriating Grant Funding in the Amount of \$20,000 Received from the Virginia Department of Criminal Justice Services- Children's Justice Act One-Time Grant Program in the amount of \$20,000 and Execute a Grant Agreement

WHEREAS, the City of Charlottesville has been awarded \$20,000 from the Virginia Department of Criminal Justice Services for the City of Charlottesville Children's Justice Act (CJA) One-Time Grant Program for the creation of a children's space in the Juvenile and Domestic Relations courthouse; and

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that upon receipt of the awarded grant funding from the Virginia Department of Criminal Justice Services, the sum of \$20,000 is hereby appropriated for expenditure within the Department of Public Works, for the activities defined in the City of Charlottesville CJA application, as follows:

Revenues:

\$20,000 Fund: 209 I/O: 1900599 G/L Account: 430120 State (Fed Pass-Thru)

Expenditures:

\$20,000 Fund: 209 I/O: 1900599 G/L Account: 430120 State (Fed Pass-Thru)

BE IT FURTHER RESOLVED that City Council hereby approves the terms of the grant agreement between the Virginia Department of Criminal Justice Services and the City of Charlottesville and authorizes the City Manager to execute the grant agreement and other related documents, requisitions or agreements, on behalf of the City; provided that the City Manager may delegate signature authority to a Deputy City Manager or other applicable staff.

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$20,000 from the Virginia Department of Criminal Justice Services.



COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

The Honorable Jackson H. Miller
Director

Tracy Louise Winn Banks, Esq.
Chief Deputy Director

Washington Building
1100 Bank Street
Richmond, Virginia 23219
(804) 786-4000
www.dcjs.virginia.gov

March 25, 2025

Sam Sanders
City Manager
P.O. Box 911
Charlottesville, Virginia 22902

RE: 544381-FY 25- Children's Justice Act (CJA) One-Time Grant Program

Dear Sam Sanders:

Congratulations on being a recipient of the above referenced grant program! Your DCJS grant award number is **547717** and was approved for a total award of **\$20,000**, funded through Award Number **2201VACJA1** and **2301VACJA1**. The project period is **4/1/2025** through **9/30/2025**.

Included with this letter is your Statement of Grant Award/Acceptance (SOGA), Special Conditions, Reporting Requirements, and Projected Due Dates. In addition, there may be "Action Item" Special Conditions related to your grant award called *Encumbrances* that require your immediate attention. If there are any, please submit those documents via the On-line Grants Management System (OGMS) at <https://ogms.dcjs.virginia.gov>. Additionally, if you cannot access your grant in OGMS, your application may be under negotiation. Please check your email and/or spam for OGMS correspondence and follow up with your DCJS Grant Monitor.

If you have not previously done so, you must register to use this web-based system. The instructions on *Registering for a New Account* and *Submitting Action Item Encumbrances* are posted here www.dcjs.virginia.gov/grants/ogms-training-resources along with other resources and training videos. All registrants will be approved within 3–5 business days.

We will be happy to assist you in any way we can to assure your project's success. To indicate your acceptance of the award and conditions, please sign the included SOGA and return it electronically within the next 60 days to grantsmgmt@dcjs.virginia.gov. If you have questions, contact your DCJS Grant Monitor **Jenna Foster** at **804-968-8146** or via email at **Jenna.Foster@dcjs.virginia.gov**.

Sincerely,

A handwritten signature in black ink, appearing to read "Jackson H. Miller".

Jackson Miller
Director

STATEMENT OF GRANT AWARD (SOGA)

Virginia Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, VA 23219

544381-FY 25- Children's Justice Act (CJA) One-Time Grant Program

Subgrantee: Charlottesville, City
DCJS Grant Number: 547717
Grant Start Date: 4/1/2025
Federal Grant Number: 2201VACJA1, 2301VACJA1
Federal Awardee: HHS Administration of Children and Families
Federal Catalog Number: 93.643
Federal Start Date: 10/1/2021, 10/1/2022
Project Description: For states to develop, establish, and operate programs designed to improve the child-protection system. To support the investigation, prosecution, and judicial handling of child abuse and neglect cases.

UEI Number: C6VFXLAFKEY1
Grant End Date: 9/30/2025
Indirect Cost Rate: _____ %

Federal Funds: **\$20,000**
State General Funds: **\$ 0**
State Special Funds: **\$ 0**

Total Budget: **\$20,000**

Project Director	Project Administrator	Finance Officer
Taylor Harvey-Ryan Grants Program Manager P. O. Box 911 Charlottesville, Virginia 22902 434-970-3418 burnsl@charlottesville.gov	Sam Sanders City Manager P.O. Box 911 Charlottesville, Virginia 22902 434-970-3106 sanderss@charlottesville.gov	Nakysa Critzer Senior Accountant for Grants and Special Revenues P. O. Box 911 Charlottesville, Virginia 22902 434-970-3174 critzern@charlottesville.gov

***Please indicate your ICR in the space provided, if applicable.** As the duly authorized representative, the undersigned, having received the Statement of Grant Awards (SOGA) and reviewing the Special Conditions, hereby accepts this grant and agree to the conditions and provisions of all other Federal and State laws and rules and regulations that apply to this award.

Signature: _____
Authorized Official (Project Administrator)

Title: _____

Date: _____

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



Agenda Date:	May 19, 2025
Action Required:	Adoption of Resolution Approving the Appropriation of \$5,600 from Warehouse Outlet Sales Revenue to Equipment Replacement Fund
Presenter:	Michael Kochis, Police Chief, Holly Bittle, Budget and Management Analyst
Staff Contacts:	Holly Bittle, Budget and Management Analyst
Title:	Resolution to Appropriate Police Warehouse Outlet Sales Revenue to Equipment Replacement Fund (2nd reading)

Background

When City Police Department vehicles are due for regular replacement, they are sold at auction as part of the City's Comprehensive Fleet Management Program. The resulting revenues are collected and returned to the City Police Department's portion of the Fleet Equipment Replacement Fund as warehouse outlet sales revenue.

Discussion

The City Police Department requests that \$5,600 of revenues collected from the sale of one (1) of its vehicles, a 2013 Impala - unit #3138, be appropriated to purchase replacement police vehicles through the Equipment Replacement Fund.

Alignment with City Council's Vision and Strategic Plan

This Resolution supports the Strategic Outcome area of Organizational Excellence.

Community Engagement

There are no community engagement activities planned.

Budgetary Impact

This appropriation will increase the City Police Department's portion of the Equipment Replacement Fund, without impacting the City's General Fund.

Recommendation

City Staff recommends City Council adopt the attached Resolution approving the appropriation of these revenues.

Alternatives

If funds are not appropriated, the City Police Department's Equipment Replacement Fund will not be increased and less equipment can be replaced.

Attachments

1. Resolution - Police Warehouse Outlet Sales FY 25

**RESOLUTION APPROPRIATING FUNDS FOR THE CITY EQUIPMENT
REPLACEMENT FUND
\$5,600**

WHEREAS, \$5,600.00 of revenue collected from the sale of an 2013 Impala, vehicle #3138, be appropriated for use to purchase replacement police vehicles through the Equipment Replacement Fund;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that a total of \$5,600.00 be appropriated in the following manner:

Revenues – \$5,600.00

\$5,600.00	Fund: 106	Cost Center 3101001001	G/L Account: 435999
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Expenditures – \$5,600.00

\$5,600.00	Fund: 106	Cost Center 3101001001	G/L Account: 599999
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**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	May 19, 2025
Action Required:	Approve resolution and appropriate funding.
Presenter:	Leon Henry, Director
Staff Contacts:	Laura Morris, Deputy Director of Administration
Title:	Resolution to appropriate \$7,285.76 from the Virginia Department of Social Services to use for overtime for Medicaid unwinding (1 of 2 readings)

Background

The Virginia Department of Social Services has provided funding to local departments of social services to complete Medicaid Unwinding. The Charlottesville Department of Social Services has received \$7,285.76 in funding.

Discussion

With the expiration of the continuous enrollment condition authorized by the Families First Coronavirus Response Act (FFCRA) departments of social services throughout the United States have resumed normal operations, including restarting full Medicaid eligibility renewals and terminations of coverage for individuals who are no longer eligible. The Charlottesville Department of Social Services had roughly 239 cases remaining that needed to have eligibility re-determined this fiscal year.

Alignment with City Council's Vision and Strategic Plan

This aligns with the City's vision to be a place where everyone thrives; to provide residents with safety services and to have staff who are well-trained and dedicated to delivering excellent services to the community.

Community Engagement

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

Budgetary Impact

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

Recommendation

Staff recommends approving this appropriation

Alternatives

If not approved, local funds will be needed to cover the overtime hours worked.

Attachments

1. Overtime Funding Resolution May 2025 - arw 4.29.25

RESOLUTION #R _____

**Appropriating Funding Received from the Virginia Department of Social Services to
provide overtime for Medicaid unwinding
in the amount of \$7,285.76**

WHEREAS, the Charlottesville Department of Social Services has received an allocation of \$7,285.76 in the Fiscal Year 2025 budget from the Virginia Department of Social Services to be used to provide overtime for Medicaid unwinding.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$7,285.76, upon receipt by the City, is hereby appropriated for expenditures within the FY25 budget in the following manner:

Revenue – \$7,285.76

Fund: 212	Cost Center: 9900000000	G/L Account: 430080	\$7,285.76
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Expenditures - \$7,285.76

Fund: 212	Cost Center: 3301005000	G/L Account: 510060	\$7,285.76
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Date Adopted:

Certified:

Clerk of Council

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



Agenda Date:	May 19, 2025
Action Required:	Approve resolution and appropriate funding.
Presenter:	Leon Henry, Director
Staff Contacts:	Laura Morris, Deputy Director of Administration
Title:	Resolution to appropriate \$419,279.00 in additional funding received from the Virginia Department of Social Services to support staffing and operations (1 of 2 readings)

Background

The Virginia Department of Social Services allows local social services agencies to request additional funding during the fiscal year based on staff and operations and client program expenditures at mid-year review.

Discussion

The Charlottesville Department of Social Services has received \$419,279.00 in additional funding to support staffing and operations needs and to cover increased expenditures for clients who are receiving assistance either through auxiliary grants or family preservation services in fiscal year 2025.

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

Family preservation services provide time-limited support and services to families to alleviate crises that might lead to out-of-home placements of children because of abuse, neglect, or parental inability to care for their children.

Alignment with City Council's Vision and Strategic Plan

Approval of this agenda item aligns with the city's strategic outcome areas to provide public safety services and to retain a well-trained and dedicated staff to provide services to the community.

Community Engagement

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

Budgetary Impact

No local funds are required.

Recommendation

Staff recommend approval and appropriation of this item.

Alternatives

Local funds will be needed to meet any funding shortfalls if this funding is not appropriated.

Attachments

1. Additional Funding Funding Resolution May 2025 - arw 4.29.25

RESOLUTION

Appropriating Funding Received from the Virginia Department of Social Services to be used for staffing and operations, in the amount of \$419,279.00

WHEREAS, the Charlottesville Department of Social Services has received an allocation of \$419,279.00 in the Fiscal Year 2025 budget from the Virginia Department of Social Services to be used for staffing and operations, and to provide auxiliary grants and family preservation services to clients.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$419,279.00, upon receipt by the City, is hereby appropriated for expenditures within the FY25 budget in the following manner:

Revenue – \$419,279.00

Fund: 212	Cost Center: 9900000000	G/L Account: 430080	\$419,279.00
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Expenditures - \$419,279.00

Fund: 212	Cost Center: 3311004000	G/L Account: 540060	\$132,000.00
Fund: 212	Cost Center: 3301005000	G/L Account: 510010	\$125,000.00
Fund: 212	Cost Center: 3301008000	G/L Account: 510010	\$125,000.00
Fund: 212	Cost Center: 3301001000	G/L Account: 520010	\$ 16,350.00
Fund: 212	Cost Center: 3301001000	G/L Account: 520500	\$ 16,350.00
Fund: 212	Cost Center: 3343004000	G/L Account: 540060	\$ 4,579.00

Date Adopted:

Certified:

Clerk of Council

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



Agenda Date:	May 19, 2025
Action Required:	Approval or Rejection of the Resolution to appropriate grant dollars for use.
Presenter:	Ashley Marshall, Deputy City Manager
Staff Contacts:	Ashley Marshall, Deputy City Manager
Title:	Resolution to appropriate \$15,000 from NLC Southern Cities Economic Initiative Program to use for project planning (1 of 2 readings)

Background

National League of Cities (NLC) has competitively selected 20 cities to participate in the Southern Cities Economic Initiative (SCEI), including the City of Charlottesville (see <https://www.nlc.org/post/2025/04/24/national-league-of-cities-selects-20-southern-communities-to-participate-in-economic-resiliency-cohort/>). This three-year initiative will provide grant funding and assistance to the Office of Social Equity to boost economic mobility for residents and drive long-term economic growth in our communities by focusing on the needed expansion of safe, quality childcare for our littlest residents.

Discussion

The City of Charlottesville's Office of Social Equity has been selected to participate in the Southern Cities Economic Initiative (SCEI), a program led by the National League of Cities in partnership with the Federal Reserve Bank of Atlanta. Charlottesville will receive a \$15,000 grant from NLC, funded by SCEI's philanthropic partners, and will join 19 other cities from across the Southern United States to develop strategies that boost economic mobility for residents and drive long-term economic growth. The City's proposal focuses on economic mobility from two lenses: career opportunities and the need for supportive services for working adults, as well as childcare and the early education opportunities it provides. The Office of Social Equity is proud to partner with United Way Greater Charlottesville and its Blue Ridge Ready Regions division to plan a project that may increase workforce training and early childhood education in our community.

SCEI programming includes tailored technical assistance, peer learning opportunities, access to data and experts from the Federal Reserve Bank, as well as connections to national funders and assistance to leverage longer-term funding, including an opportunity to apply for additional NLC grants of up to \$60,000 and deeper assistance with strategy implementation. Other cities selected to participate in the initiative include Atlanta, Ga.; Canton, Ga.; Center Point, Ala.; Fayetteville, Ark.; Greenville, Miss.; Harrisonburg, Va.; Jacksonville, Fla.; Jackson, Miss.; Jonesboro, Ga.; Lauderhill, Fla.; Little Rock, Ark.; Monroe, La.; Morrisville, N.C.; Nashville, Tenn.; Natchitoches, La.; New Orleans, La.; Pensacola, Fla.;

Sunflower County, Miss.; and Thomasville, N.C. SCEI's initial planning phase will run through October 31, 2025. Upon completing the initial planning phase, participating cities will have the opportunity to advance to a more intensive implementation phase, which will extend through December 2027.

Alignment with City Council's Vision and Strategic Plan

This project aligns with the City's vision and its strategic goal of Economic Prosperity.

Community Engagement

The proposed project is in direct response to data provided by Ready Regions Blue Ridge (<https://readyregionblueridge.org/>) that shows a need for additional safe and affordable early childhood education slots in the City of Charlottesville through both high quality child care centers and family day homes. Their data is available on their website at: <https://readyregionblueridge.org/data/>

Budgetary Impact

None as the planning phase is grant-funded through NLC SCEI.

Recommendation

Staff recommends that the City Council appropriate the grant funds provided by NLC to engage in this planning project.

Alternatives

The Council could reject appropriating the funds, and the City would then return the allocation and end participation in the NLC SCEI.

Attachments

1. Resolution To Appropriate National League of Cities SCEI Grant Funds 2025



RESOLUTION #R-__ - __
To Appropriate National League of Cities Southern Cities Economic Initiative Grant
\$15,000

WHEREAS, the City of Charlottesville has received a Southern Cities Economic Initiative grant from the National League of Cities (NLC) Southern Cities Economic Initiative (SCEI) Program for \$15,000.00; and

WHEREAS the funds will be used to support the planning of a local project that seeks to expand and sustain the economic mobility of residents and small businesses; and

WHEREAS the grant award covers the period from April 24, 2025, through October 31, 2025

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, the sum of \$15,000.00 is hereby appropriated in the following manner:

Revenue – \$15,000.00

\$15,000.00 Fund: 210 Order: 1900600 G/L: 451022 Other Grant Funding

Expenditures - \$15,000.00

\$15,000.00 Fund: 210 Order: 1900600 G/L: 530550 Contracted Services

BE IT FURTHER RESOLVED that this appropriation is conditioned upon the receipt of \$15,000.00 from the National League of Cities Southern Cities Economic Initiative Program

Date Adopted:

Certified: _____
Clerk of Council

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



Agenda Date:	May 19, 2025
Action Required:	Adopt Resolution
Presenter:	Krisy Hammill, Director of Budget
Staff Contacts:	Samuel Sanders, Jr., City Manager Krisy Hammill, Director of Budget
Title:	Resolution to allocate \$100,000 for the Dogwood Vietnam Memorial Foundation of Virginia and \$4,260.65 to the Capital Improvement Plan ("CIP") Contingency Fund

Background

The Dogwood Vietnam Memorial Foundation of Virginia has requested funding from the City of Charlottesville, Virginia ("City"), to help fund the construction of improved access to the Memorial site.

Discussion

The Dogwood Vietnam Memorial Foundation of Virginia is currently raising funds for the construction of a parking lot and a pedestrian bridge for access to the Dogwood Vietnam Veterans Memorial located in McIntire Park. During the development of the FY 2026 City Budget, City Council agreed to provide \$100,000 using previously appropriated funds identified by the City Manager for projects that are now complete. As a matter of practice, once projects are complete, any remaining cash allocated to the project is returned to the CIP Contingency Fund, where it remains available for City Council to allocate to other projects as needed. In this instance, \$104,260.65 has been identified, and \$100,000 of the total is being allocated to Dogwood, with the remaining \$4,260.65 being returned to the CIP Contingency Fund.

Alignment with City Council's Vision and Strategic Plan

This Agenda item aligns with the strategic outcome area of Partnerships in the City Council's Strategic Plan.

Community Engagement

City Council had an open discussion about the request and its desire to allocate funding at the March 13, 2025, Budget Work Session, which was held as a Public Meeting.

Budgetary Impact

Routinely, City Staff review and close CIP accounts for projects that have been completed. Any remaining City funds in those accounts are allocated to the CIP Contingency Account, where they

remain available for City Council to appropriate for some other use. The City Manager identified \$104,261 in three (3) project accounts that could be closed out and recommended that \$100,000 be allocated to the Dogwood Memorial, and the remaining \$4,261 would go to the CIP Contingency Fund.

The total project cost is still to be determined. Additional funding requests, as well as the potential opportunity to engage in a Public-Private Education Facilities and Infrastructure Act ("PPEA"), may be presented to City Council for consideration at a later date. The PPEA was passed in 2002 by the Virginia General Assembly to allow localities to form partnerships with the private sector. Through these partnerships, the public and private sectors work together to complete major projects, like building new schools. To date, hundreds of successful PPEA projects have been completed in Virginia.

Recommendation

City Staff recommends adoption of the attached Resolution.

Alternatives

N/A

Attachments

1. Dogwood Vietnam Memorial(rev)



RESOLUTION #R-__-__
Appropriating the amount of \$100,000
For the Dogwood Vietnam Memorial Foundation and
\$4,260.65 to the Capital Improvement Plan (CIP) Contingency Fund

WHEREAS the City Council of Charlottesville, Virginia desires to provide \$100,000 in funding to the Dogwood Vietnam Memorial Foundation;

WHEREAS several projects in the City's Capital Improvement Fund have been completed and have \$104,260.65 in remaining unspent fund allocations;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$100,000, is hereby appropriated to the Dogwood Vietnam Memorial account as follows; and

BE IT FURTHER RESOLVED that the remaining \$4,260.65 will be appropriated to the CIP Contingency account as follows:

Transfer From:

\$1,240.38	Fund: 426	WBS: P-01046	G/L Account: 599999
\$4,020.27	Fund: 426	WBS: P-01048	G/L Account: 599999
\$99,000.00	Fund: 426	WBS: P-01049	G/L Account: 599999

Transfer To:

\$100,000	Fund: 426	I/O: 1000052	G/L Account: 599999
\$4,260.65	Fund: 426	WBS: CP-080	G/L Account: 599999

Date Adopted:

Certified: _____
Clerk of Council

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



Agenda Date:	May 19, 2025
Action Required:	Resolution Adoption
Presenter:	Krisy Hammill, Director of Budget
Staff Contacts:	Samuel Sanders, Jr., City Manager Krisy Hammill, Director of Budget
Title:	Resolution to allocate \$134,967 from Council's Strategic Initiatives Fund to support local service agencies

Background

The City of Charlottesville, Virginia ("City"), contributes funding to many outside and non-profit agencies. Funding is typically awarded to an agency as part of the Annual Budget process. The amount of funding provided is most often based on a regional agreement or memorandum of understanding, or through an application process such as the Vibrant Community Fund, the Housing Operations and Program Support Grant Program, or the Charlottesville Affordable Housing Fund.

Discussion

During the FY 2026 Budget development process, City Council deliberated on the agency funding amounts that were set forth in the City Manager's proposed Budget, and at the April 10, 2025, Budget Work Session made some decisions to grant additional funds to several agencies. Some of the changes were funded by revised revenue projections that anticipate additional revenues for FY 2026 that were not included as part of the City Manager's Proposed Budget, while others were to be funded by the Council Strategic Initiatives Fund. This attached Resolution sets forth the funding which was to be allocated from the Council Strategic Initiatives Fund.

Alignment with City Council's Vision and Strategic Plan

The attached Resolution aligns with the Partnership outcome area of the Strategic Plan.

Community Engagement

These allocations being requested as part of this allocation were discussed by City Council at the April 10, 2025, Budget Work Session.

Budgetary Impact

The attached Resolution seeks approval to allocate and spend funds that were previously appropriated and allocated to the Council Strategic Initiatives Fund.

Recommendation

City Staff recommends City Council adopt the attached Resolution.

Alternatives

N/A

Attachments

1. Council Strategic Initiatives Account Allocation_May 2025



RESOLUTION #R-__ - __
Resolution to Allocate \$134,967 Funds from Council's Strategic Initiatives Fund

WHEREAS the City Council discussed providing additional funds to the Blue Ridge Area Coalition for the Homeless (BRACH), Piedmont Housing Alliance (PHA) and the Tonsler League during a budget work session on April 10, 2025;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the following allocations be paid from the Council's Strategic Initiatives Fund:

BRACH for Permanent Supportive Housing and Replacement of Lost Grant	\$ 22,786
PHA for Eviction Prevention Assistance	\$125,691
Tonsler League – League Operations	\$ 30,000

Date Adopted:

Certified: _____
Clerk of Council

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



Agenda Date:	May 19, 2025
Action Required:	Approve Resolution
Presenter:	Krisy Hammill, Director of Budget
Staff Contacts:	Krisy Hammill, Director of Budget
Title:	Resolution to appropriate \$304.80 in State assistance and citizen donation for Spay and Neuter Program at SPCA

Background

The City of Charlottesville, Virginia ("City"), has received assistance from the Commonwealth of Virginia in the amount of \$304.80 from the Department of Motor Vehicles for sales of license plates bought to support the spaying and neutering of pets. The amount was received in Fiscal Year 2025. These funds are appropriated to the local agency that performs the local spay and neutering program, which in this case is the Charlottesville/Albemarle Society for the Prevention of Cruelty to Animals ("SPCA").

Discussion

The City currently has a contractual obligation to support the SPCA in providing services that the City does not. Supporting the SPCA with additional funds will increase the level of service that it can provide and potentially supplement the level of funding that is needed from the City each year.

Alignment with City Council's Vision and Strategic Plan

The attached Resolution contributes to City Council's Strategic Outcome areas of Public Safety and Partnerships by supporting the SPCA, a local community partner, helping to improve community health and safety outcomes by connecting residents with effective resources.

Community Engagement

N/A

Budgetary Impact

These funds will be received from the State and appropriated into the General Fund and distributed to the SPCA.

Recommendation

City Staff recommends adoption of the attached Resolution and appropriation of funds to the SPCA.

Alternatives

Funds could be returned to the Commonwealth of Virginia.

Attachments

1. SPCA Spay and Neuter_May 2025(rev)



RESOLUTION #R-__-__
Resolution to Appropriate to
State Assistance Funds for Spay and Neuter Program at S.P.C.A.
\$304.80

WHEREAS, the City has received assistance in the amount of three hundred four dollars and eighty cents (\$304.80) from the Virginia Department of Motor Vehicles ("DMV") for sales of license plates bought to support they spaying and neutering of pets and stray animals; and

WHEREAS, these funds are appropriated to the local agency that performs the local spay and neutering program, which is the Charlottesville/Albemarle Society for the Prevention of Cruelty to Animals ("SPCA"); and

WHEREAS, supporting the SPCA with additional funds will increase the level of service that SPCA can provide and potentially supplement the level of funding that is needed from the City each year;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that a total of \$304.80 is hereby appropriated to the Charlottesville / Albemarle SPCA in the following manner:

Date Adopted:

Certified: _____
Clerk of Council

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



Agenda Date:	May 19, 2025
Action Required:	Vote to accept streets into the City's public roadway network
Presenter:	Brennen Duncan, Traffic Engineer
Staff Contacts:	Brennen Duncan, Traffic Engineer
Title:	Resolution accepting three (3) streets into the City's Street Maintenance Program

Background

Street Sections of Rialto Road, Stonehenge Avenue Extension, and Castalia Street Extension have recently been completed, inspected, and are ready to be accepted into the City's Street Maintenance Program.

Discussion

Street Sections of Rialto Road, Stonehenge Avenue Extension, and Castalia Street Extension have recently been completed, inspected, and are ready to be accepted into the City's Street Maintenance Program. For City Council's review, attached is a Resolution evincing the same.

Alignment with City Council's Vision and Strategic Plan

Community Engagement

Budgetary Impact

There are incremental operational increases that will be absorbed into the Public Service Budget for paving, sidewalk maintenance, snow plowing, leaf collection, and trash collection.

Recommendation

Adoption of the attached Resolution accepting the aforementioned streets into the City's Street Maintenance Program.

Alternatives

Attachments

1. Final Site Development Plan sh. 5 May 2019_8.5x11
2. 2011-0923 Final Site Plan - no thumbs 1
3. Street Acceptance Resolution _Stonehenge_Rialto(rev)



VICINITY MAP
SCALE: 1" = 400'

LEGEND

- EXISTING CULVERT
- DROP INLET & STRUCTURE NO.
- CURB & GUTTER
- EC-3A DITCH
DEPTH OF EC-3A DITCH
- EC-2 DITCH
DEPTH OF EC-2 DITCH
- EARTH DITCH
- DRIVEWAY CULVERT
- BENCH MARK
- VOOT STANDARD STOP SIGN
- EXISTING CONTOUR
- PROPOSED CONTOUR
- THE TOP ELEVATION DENOTES THE PROPOSED ELEVATION OF THE RETAINING WALL & THE BOTTOM ELEVATION DENOTES THE LOWER EXPOSED PROPOSED ELEVATION OF THE RETAINING WALL
- PROPOSED SPOT ELEVATION
- 27' RADIUS ON F/C

BEFORE THE CITY COUNCIL OF THE CITY OF CHARLOTTESVILLE, VIRGINIA
IN BE: PETITION FOR THE CITY OF CHARLOTTESVILLE, VIRGINIA
FOR THE RELOCATION OF THE CITY OF CHARLOTTESVILLE, VIRGINIA

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL OF THE CITY OF CHARLOTTESVILLE, VIRGINIA

The undersigned hereby certifies that the information contained in the above referenced petition is true and correct to the best of his knowledge and belief, and that he is a resident of the City of Charlottesville, Virginia.

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RIALTO BEACH

FINAL SITE PLAN

CITY OF CHARLOTTESVILLE, VIRGINIA



SUBDIVISION SITE MAP
SCALE: 1" = 50'

CURRENT OWNER/DEVELOPER
COLEWAY DEVELOPMENT LLC
1102 LITTLE HIGH STREET
CHARLOTTESVILLE, VIRGINIA 22902

PROJECT ENGINEER
COLLINS ENGINEERING
800 EAST JEFFERSON STREET
CHARLOTTESVILLE, VIRGINIA 22902
PHONE: (434)293-3719

GENERAL NOTES

OWNER/DEVELOPER:
COLEWAY DEVELOPMENT LLC
1102 LITTLE HIGH STREET
CHARLOTTESVILLE, VIRGINIA 22902
TELEPHONE: (434)293-3719
FAX: (434)293-0300
CONTACT: MR. SCOTT COLLINS, P.E.
EMAIL: SCOTT@COLLINS-ENGINEERING.COM

ENGINEER:
COLLINS ENGINEERING
800 EAST JEFFERSON STREET
CHARLOTTESVILLE, VIRGINIA 22902
TELEPHONE: (434)293-3719
FAX: (434)293-0300
CONTACT: MR. SCOTT COLLINS, P.E.
EMAIL: SCOTT@COLLINS-ENGINEERING.COM

TAX MAP NO.:
59-375, 59-375.1, 59-379

ZONING:
PUD - PROFFERS ATTACHED TO THIS PLAN

USE:
13 SINGLE FAMILY DETACHED
6 DUPLEX UNITS
19 TOTAL RESIDENTIAL UNITS

DENSITY:
19 UNITS / 2.54 ACRES = 7.5 DU/AC

BUILDING HEIGHTS:
MAXIMUM 35 FT.

SUBDIVISION STREETS:
CURB & GUTTER

WATERSHED: MOORE'S CREEK WATERSHED
TOPO & SURVEY SOURCE OF INFORMATION:
CITY OF CHARLOTTESVILLE GIS DATA & SURVEY INFORMATION PROVIDED BY TERRA CONCEPTS, PC

LOCATION OF PROJECT: INTERSECTION OF RIALTO AND PALATINE STREET

PARKING:
REQUIRED: 1 SP/ DWELLING UNIT
= 19 DU x (1 SP/DU) = 19 SPACES
PROVIDED: 1 GARAGE SPACE PER UNIT + 8 ON-STREET SPACES = 27 SPACES TOTAL

USGS DATUM:
NAD 83

AREA AND LOT COVERAGE:
TOTAL AREA: 2.54 ACRES
BUILDING AREA PROPOSED: 0.50 ACRES
PARKING/ SIDEWALK/ TRAVEL AREA PROPOSED: 0.60 ACRES
OPEN SPACE AREA: 0.5 ACRES (20%)
RECREATIONAL AREA: INCLUDED IN OPEN SPACE/TRAILS

BUILDING/ LOT SETBACKS:
FRONT: 10'
SIDE: 3'
REAR: 10'

SIGNAGE: NO SIGNAGE IS PROPOSED.

LIGHTING:
ALL FIXTURES SHALL BE FULL CUT-OFF. A PHOTOMETRIC LIGHTING PLAN WILL BE PROVIDED WITH THE FINAL SITE PLAN FOR ANY STREET LIGHTING

PHASING: SEE PROFFERS, THIS SHEET FOR PHASING REQUIREMENTS

AFFORDABLE HOUSING: SIX PROFFERS, THIS SHEET FOR REQUIREMENTS

PUBLIC UTILITIES: PROJECT SHALL BE SERVED BY CITY WATER & SEWER

STORMWATER MANAGEMENT AND STORM DRAINAGE:
THE PROJECT WILL CONTAIN A BIOTRELLER BEHIND THE STREET AND PROPOSED LOTS TO COLLECT AND TREAT THE RUN-OFF PRIOR TO ANY DISCHARGE INTO MOORE'S CREEK. THIS FACILITY WILL PROVIDE WATER QUALITY AND DETENTION FOR THE PROJECT. THE TOTAL AMOUNT OF RUN-OFF FROM THE PROJECT TO THIS FACILITY IS APPROXIMATELY 2.5 ACRES. THIS BIOTRELLER WILL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION. THESE WATER QUALITY FACILITIES ARE TREATING APPROXIMATELY 2.5 ACRES AND DISCHARGING INTO MOORE'S CREEK. THE MAINTENANCE PROGRAM FOR THE BIOTRELLER SHALL BE CLEANSING OUT THE UNDERGROUNDS ANNUALLY, OR AS NECESSARY, ENSURING HEALTHY, VEGETATIVE GROWTH OF THE PLANTINGS, AND CLEANING OF THE TRASH FROM THE FACILITY.

STREAM BUFFER: SOME OF THE STREET IMPROVEMENTS ARE LOCATED WITHIN THE 100 YEAR FLOODPLAIN. NO HOUSING IS LOCATED WITHIN THE 100 YEAR FLOODPLAIN.

INGRESS/EGRESS:
RESIDENTS FROM THIS PROJECT WILL EXIT THE SITE AT THE INTERSECTION OF RIALTO AND PALATINE STREET. FROM THERE, THE EXISTING GRID STREETS WILL DISBURSE TRAFFIC TO MONTICELLO AVENUE.

EROSION CONTROL PLAN: AN EROSION CONTROL PLAN WILL BE PROVIDED DURING THE PLAN REVIEW PROCESS.

NOTE: ALL PROPOSED PAVEMENT SHALL BE CAPABLE OF SUPPORTING 75,000 LBS. THIS WILL BE CHECKED AT THE TIME THE FINAL PLANS ARE SUBMITTED.

NOTE: A FIRE HYDRANT SHALL BE PROVIDED ALONG THE STREET TO SERVE AS FIRE PROTECTION FOR THE RESIDENTIAL UNITS. THE FIRE HYDRANT SHALL PROVIDE A MINIMUM PRESSURE OF 20 PSI AT 1500 CFM.

CONSERVATION PLAN: A SITE ASSESSMENT IS BEING CONDUCTED DURING THE PRELIMINARY PLAN STAGE TO DETERMINE IF THERE ARE ANY TREES GREATER THAN 6" DIA. IN CALIPER THAT ARE PROPOSED TO BE IMPACTED WITHIN THE PROPOSED ROAD AND LOT IMPROVEMENTS AS SHOWN ON THE PLANS.

SITE TRIP GENERATION AND LAND USE ITE CODE 7TH EDITION FOR PROPOSED 19 SINGLE FAMILY DETACHED BUILDINGS:

ADT:
EQUATION - 228 VPD (113 VPD ENTER/113 VPD EXIT)
RATE - 182 VPD (91 VPD ENTER/91 VPD EXIT) -

AM PEAK:
EQUATION - 23 VPH (6 VPH ENTER/17 VPH EXIT)
RATE - 15 VPH (6 VPH ENTER/17 VPH EXIT)

PM PEAK:
EQUATION - 24 VPH (15 VPH ENTER/9 VPH EXIT)
RATE - 19 VPH (12 VPH ENTER/7 VPH EXIT)

*NOTE: 4 OF THE 19 UNITS ARE ACTUALLY ATTACHED UNITS, RATHER THAN DETACHED, HOWEVER THESE WERE ANALYZED AS DETACHED UNITS TO CONSIDER A WORST-CASE SCENARIO.

TOTAL SITE AREA:

TMP 50 P 375	1.9887 AC
TMP 50 P 375.1	0.2777 AC
TMP 50 P 375	0.2777 AC
PARCEL A	0.2805 AC
PARCEL B	0.0110 AC
PARCEL C	0.0220 AC
1/2 60' R.O.W. PALATINE AVE.	0.0881 AC
50' PORTION ROUGHMENT	0.1102 AC
25' PORTION ROUGHMENT	0.0500 AC

2.4449 AC*

* DOES NOT INCLUDE EXISTING R.O.W. FOR RIALTO ST.

SHEET INDEX

TITLE	SHEET
TITLE SHEET	1
EXISTING CONDITIONS	2
LAYOUT, GRADING, & UTILITY PLAN	3
DRAINAGE AREAS	4
DRAINAGE CALCULATIONS	4A
PROFILES	5
NOTES AND DETAILS	7A
NOTES AND DETAILS	7B
LANDSCAPE PLAN	8
STORMWATER MANAGEMENT	9
STORMWATER MANAGEMENT	10

RECEIVED

SEP 13 2011

RECEIVED

DESCRIPTION
INITIAL SUBMITTAL
REVISED PER CITY COMMENTS
REVISED PER CITY COMMENTS
REVISED PER CITY COMMENTS

DATE
4/18/2008
5/18/2008
8/12/2008
10/8/2008



COVER

RIALTO BEACH

COLLINS ENGINEERING
800 E JEFFERSON STREET
CHARLOTTESVILLE, VIRGINIA 22902
OFFICE: 434-283-3719

DRAWN BY:
JMK
CHECKED BY:
SRC

DATE:
04/18/2008

PROJECT NO.:
072007
SHEET
1

RESOLUTION
ACCEPTING INTO THE CITY’S STREET MAINTENANCE PLAN THE FOLLOWING
STREETS: RIALTO ROAD, STONEHENGE AVENUE, CASTALIA STREET EXTENDED

WHEREAS, Stonehenge Ave Ext. plans were originally approved by the City of Charlottesville Department of Public Works (“Department”) on May 24th, 2019, and;

WHEREAS, Rialto Beach plans were originally approved by the Department on September 23, 2011, and;

WHEREAS, the PUD plans for Stonehenge Ave Ext. and Rialto Beach have been completed by the developers and/or remediated by the City of Charlottesville, Virginia, and;

WHEREAS, the Public Services Manager for the City of Charlottesville, Virginia requested the City accept the Street Sections into the City’s street system for maintenance, and;

WHEREAS, City staff has inspected the Street Sections of Rialto Road, Stonehenge Avenue and Castalia Street Ext. and recommend their acceptance into the City’s street system for maintenance, and;

WHEREAS, The Street Sections have been built to the specifications and standards required by the City’s approved plan.

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Charlottesville, Virginia, on recommendation of the Department that the Street Sections of Rialto Road, Stonehenge Avenue and Castalia Street Ext. are hereby accepted into the City street system for maintenance.

(locality seal)

Clerk of Council



City Manager's Report

City Departments

5-19-2025

City Manager – Sam Sanders (he/him)

- Celebrated Public Service Recognition Week with a gathering of all staff on Wednesday, May 7th for an afternoon of fun. For much of the week different offices and departments hosted open houses and demonstrations to help build awareness of what each is doing and how they can engage and support one another. I salute the City Team for their commitment to serving the public and being great stewards of resources provided by this community.
- Attended the State of the Chamber Meeting on May 1st to hear about the latest and greatest from our local business leadership group.
- Met with Region 10 leadership to discuss service and partnership opportunities.
- Met with Jeff Richardson, Albemarle County Executive, for our regular regional community planning check in.
- Attended the Annual Board Meeting of the VA First Cities in Richmond. Learned specifically about the city's investments in the Annie Giles Community Center and support of the Underground Kitchen which is connecting youth to healthy foods in an expandable system that now includes public schools in the area. Also heard from the Weldon Cooper Center and The Commonwealth Institute on updates on the potential impacts to our local government as a result of changes in our nation's capitol.
- Attended a meeting of the Fifeville Neighborhood Association (FNA) on May 8th. Was joined by representatives from BRACH, The Haven, PACEM, and The Salvation Army in a continued effort to engage and discuss the possibility of a low barrier shelter being considered for the current Thrift Store on Cherry Avenue. FNA members posed a host of questions, and they were answered by myself and other guests who are all aiming to support a quality introduction of a much needed resource in this community for those who find themselves sleeping outside each night. We have much to do and no decision has been made.

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

- National Community Survey Open to All Residents
 - The City of Charlottesville is thrilled to announce the launch of The National Community Survey to gather resident input for strategic planning initiatives and to align goals around the community's top priorities. All members of the community who are 18 years and older are encouraged to take the survey at polco.us/charlottesville2025op between now and May 27, 2025. Responses are anonymous, and all personal information is securely protected.
 - La ciudad de Charlottesville se complace en anunciar el lanzamiento de la Encuesta Comunitaria Nacional para recopilar opiniones de los residentes para iniciativas de planificación estratégica y alinear los objetivos en torno a las principales prioridades de la comunidad. Se anima a todos los

miembros de la comunidad mayores de 18 años a realizar la encuesta en polco.us/charlottesville2025ops desde ahora hasta el 27 de mayo de 2025. Las respuestas son anónimas y toda la información personal está protegida de forma segura.

- National League of Cities Southern Cities Initiative Awarded to Office of Social Equity
 - The City of Charlottesville has been competitively selected to participate in the Southern Cities Economic Initiative (SCEI), a prestigious program led by the National League of Cities in partnership with the Federal Reserve Bank of Atlanta. As one of only 20 cities chosen across the southern United States, Charlottesville will receive a \$15,000 grant and access to expert technical assistance, peer learning, and national funding opportunities to support long-term economic growth and mobility. This recognition affirms the city's commitment to economic prosperity and positions it for future funding and strategy implementation through 2027. The Office of Social Equity in the city (led by DCM Marshall) will partner with United Way of Greater Charlottesville to explore increasing economic mobility and opportunity through early childcare career pathways and pipelines.
- Community Engagements & Meetings
 - DCM Marshall attended several community meetings and events including the April Neighborhood Leaders Meeting, the TomTom Festival EVOLVE Conference Educators Innovators Summit, a tour of the Piedmont Botanical Gardens, and the May Fifeville Neighborhood Meeting.

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

- Attended the April 5 ribbon cutting for New Hill Development's BEACON Kitchen, a shared-use commercial kitchen with industry grade equipment.
- Participated with City Manager Sanders and Deputy City Manager Reynolds Marshall in the April 17 tour of the Botanical Garden of the Piedmont to learn more about the project.

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

- Aquatics:
 - The city's splashpads will officially open for the season on Saturday, May 17th, providing a fun and refreshing way for families to cool off as the weather warms up. One week later, on Saturday, May 24th, all outdoor pool facilities will open to the public for the summer season, offering expanded aquatic recreation opportunities for residents and visitors alike.

- Parks & Recreation served 328 participants in our Aquatic Spring programs!
- City Swordfish Swim Team registration starting May 13 with practices starting May 27.
- General Programming:
 - The new Tot Gymnastics Room at Carver is complete and will welcome participants this month! Plans are in the works to host an open house for the public (and our favorite little gymnasts) to check out the new space.
 - Summer camp is right around the corner. Camp Shenandoah (ages 6-9) is at full capacity for all 6 weeks of camp.
 - General program's summer session will begin the first week of May.
- City Market:
 - The City Market has been bustling in April with our new extended hours! We have loved the increased foot traffic and visitors to the market.
 - Farmers in the Park will open for the season May 7th! Join us at Pen Park every Wednesday afternoon from 3pm to 7pm help beat those weekday blues!
- Parks & Recreation has a new Mobile App. The mobile app allows customers to access their account and register as well as facility schedules, news and push notifications. The app is free and available to download at both the Apple and Google stores. Get the Charlottesville Parks & Recreation App!
- The Spring Scramble at Meadowcreek Golf Course will be on Saturday, May 24th. Details and registration can be done online at: 2025 Spring Scramble.

Utilities – Director Lauren Hildebrand (she/her)

- The Department of Utilities values community engagement and thanks the community for helping with the 2025 Customer Satisfaction Survey. Feedback and insights are key to ensuring we continue to provide first-rate utility services, and Utilities is currently in the process of prioritizing and addressing what matters most to you. Survey responses reveal high levels of satisfaction with both the reliability and the value of the utility services we provide. Among respondents, 99% are satisfied and neutral with the reliability of water service, 100% are satisfied and neutral with the reliability of sanitary sewer service and natural gas service, 96% of respondents rate the value of their water, wastewater, and gas service at fair and above (good and excellent), and 87% rate the value of the stormwater service at fair and above (good and excellent). More details on these results, as well as the results of the other areas covered by the survey, can be found on our website at www.charlottesville.gov/utilities.
- The Department of Utilities is pleased to announce that the 2025 Water Quality Report is now available to the community, and we are happy to share that once again the water we deliver exceeds all regulatory standards set by the Safe

Drinking Water Act, the Environmental Protection Agency, and the Virginia Department of Health. We understand that safe, clean, and reliable water is essential to the health and productivity of Charlottesville, and we continuously work to provide dependable, superior quality water. We encourage the community to read the report, and become familiar with the source of their water, the extensive testing performed on their water, and the measures implemented to enhance the quality of their water. Information on how to access the report will be sent with the current customer utility bill and via Utilities' May electronic newsletter. Copies of the Water Quality Report can be found in the lobby of City Hall, at the Central Library on E. Market Street, at the Utilities Administration Building, and online at www.charlottesville.gov/waterquality or by calling Utilities at 434-970-3800.

Public Works – Director Steven Hicks (he/him)

- Public Works Week is May 18-24, 2025. We encourage all community members to recognize the City's public works professionals and the substantial contributions they make in advancing quality of life for all.
- Six Public Work operators had the opportunity to travel to the Mid-Atlantic American Public Works ROADeo Championship in Ocean City, MD to compete against other operators from localities across Virginia, Maryland, and West Virginia on April 30th. The ROADeo is a chance for equipment operators across localities to test their skills by maneuvering machinery through specific obstacle courses to demonstrate the skills needed to perform the daily internal operations of the City's Public Works Departments. The six Charlottesville equipment operators who competed are: Bryan Frazier Jr., Joshua Wyland, Milton Morris, James Frazier Jr, Bryan Frazier Sr., and Jimmie Newman
- Shared use path from Westwood Dr to McIntire Park – construction began on 5/5 projected completion estimated September 2025.

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

- Thank you to city colleagues for attending the NDS Scavenger Hunt during Public Service Appreciation week. We were grateful to be able to share information with you in a fun, interactive way.
- After a lengthy time, the Property Maintenance Division of Neighborhood Development Services has hired a new Property Maintenance Inspector for the position of Property Maintenance Inspector (UVA - Off Grounds Student Areas). We are very excited to welcome our new inspector on May 19th, 2025.
- We have launched our Short-Term Rental (STR) outreach campaign. As part of this ongoing effort to improve regulation and enforcement, postcards were mailed to current and potential operators. The deadline for STR applications is June 1,

2025, and a \$100 late fee will apply to any submissions made more than 14 days after that date.

- To gather community input, a public survey is now live and available here: <https://forms.office.com/g/xnGGyLE7Ui>
- Residents and stakeholders can also access updated information on the new Homestay/Short-Term Rental webpage: <https://charlottesville.gov/1894/Homestay-Short-Term-Rental-FAQ>
- This project is led by the Zoning team/division, with strong support from Long-Range Planning, and represents a continued effort to make the STR process more equitable, transparent, and responsive to community needs.
- We are excited to welcome new staff to the Long-Range Planning team. Our Planning Intern will join us this summer and will be supporting a variety of planning initiatives. One of their key responsibilities will be assisting with the development of neighborhood fact sheets, as well as contributing to the existing conditions analysis and engagement for the 10th & Page and Rose Hill neighborhoods.
- We are also pleased to announce that Victoria “Tori” Kanellopoulous will join the department as our new Senior Long-Range Planner starting Tuesday, May 27th. Tori comes to us from Albemarle County, where she played a significant role in long-range and strategic planning, including work on the County’s Comprehensive Plan. Her experience and expertise will be instrumental in shaping future planning efforts.
- Jessica Santen has just joined the NDS Building Team as a Permit Technician. Welcome Jessica!

Human Services – Director Misty Graves (she/her)

- On May 9th, three members of the Department of Human Services staff graduated from the nine-month long program through the Chamber of Commerce called Leader’s Lab. Reggie Allen, Roxanne Jones, and Latara Ragland attended monthly sessions to discuss topics such as housing, gun violence, local government management, and foster care. In addition, they were able to network with other leaders in both the public and private sector and across diverse industries. Our department celebrates our staff who dedicate themselves to professional development and civic engagement.
- Youth Council is looking to fill vacancies with City students who serve as advisors to City Council on topics that matter most to youth. Looking for grades 8 – 12th grade to apply now to start this fall! This is an opportunity to learn leadership skills, advocate, and learn more about Charlottesville. <https://www.charlottesville.gov/FormCenter/City-Council-7/City-of-Charlottesville-Youth-Council-Ap-276>

City of Charlottesville
City Manager's Office
MEMO



TO: Council
FROM: Samuel Sanders, City Manager
DATE: May 19, 2025
SUBJECT: Financial Report – FY 2025 through March 31, 2025

Revenue Budget Projections

As of March 31st, approximately 67.5% of the budgeted revenue for this fiscal year has been collected. Real Estate and Personal Property tax payments for the 1st half of 2025 are due on June 5th and revised revenue estimates for real estate and personal property taxes are based on the 2025 general reassessment, which indicates residential values increased 8.60% and commercial values increased 6.48% in 2025. Overall, total assessed values are up 7.74% over 2024.

Revised revenue projections indicate that revenues are tracking slightly above the adopted budget of \$251,948,630, by \$4.0M or 1.89%. As a note of comparison, the financial report issued for the 3rd quarter last year, anticipated a revenue surplus of 5.41% or \$11.5M.

Sales, meals, and lodging tax revenues continue to under-perform despite the tax rate increases which were adopted for meals and lodging as part of the FY 25 budget. As was noted in the last quarterly report, except for the pandemic related declines, the City has not experienced underperformance since 2008 for sales tax revenue and 2009 for lodging tax revenue.

The following FY 25 revenue budget revisions are projected:

FY 2025 Revenue Projections

<u>Local Taxes</u>	<u>FY 2025 Budget</u>	<u>FY 2025 Revised*</u>	<u>Change</u>
Real Estate Tax	\$ 108,438,706	\$ 110,638,044	\$ 2,199,338
Personal Property Tax	13,304,762	14,300,000	995,238
Penalty/Interest on Delinquent Taxes	850,000	880,000	30,000
Public Service Tax	1,746,954	1,961,548	214,594
Utility Taxes	4,700,000	4,900,000	200,000
Virginia Communications Sales and Use Tax	2,082,500	2,065,000	(17,500)
Tax on Wills & Deeds	550,000	600,000	50,000
Sales & Use Tax	15,810,000	14,000,000	(1,810,000)
Transient Room Tax	9,562,500	9,100,000	(462,500)
Meals Tax	18,217,044	18,100,000	(117,044)
Cigarette Tax	550,000	450,000	(100,000)
Short-term Rental Tax	60,000	64,200	4,200
Vehicle Daily Rental Tax	135,000	140,000	5,000
Plastic Bag Tax	100,000	75,000	(25,000)
 <u>Licenses and Permits</u>			
Business & Professional Licenses	\$ 10,000,000	\$ 11,000,000	\$ 1,000,000
Building and Plumbing Permits	570,000	2,300,000	1,730,000
 <u>Revenue from State Agencies</u>			
State Highway Assistance	\$ 5,591,341	\$ 5,629,814	\$ 38,473
State Aid for Police Protection	2,640,188	2,681,084	40,896
Fire Operations - UVA	360,060	402,325	42,265
UVA Service Charge	60,000	107,000	47,000
 <u>Designated Revenues</u>			
Meals Tax Designated for the Debt Service Fund	\$ 3,036,174	\$ 3,000,000	\$ (36,174)
Total Revenue Budget Surplus			\$ 4,028,786

**Projected as of May 13, 2025*

Surplus/Deficit as a % of Total Budget 1.89%

Expenditure Budget Projections

Many City operations are seasonal and interfund transfers, which represent large expenditures in the General Fund (i.e. Debt Service Transfer, CIP transfer, Transfer to CAT, etc.), get posted as a lump sum later in the fiscal year. These factors lead to a more cyclical and irregular expenditure pattern that is harder to project. At the end of the 3rd quarter, the expenditure budget is 79.7% spent which suggests that expenses are tracking well with the budget. Expenditure details can be viewed using the [Budget Explorer](#)

[Tool](#) which can be found on the City's Budget webpage. These quarterly tabs are automatically updated at the end of each quarter and are available for public viewing. The 3rd quarter visualization contains financial information through March 31, 2025. Both a citywide view as well as the ability to drill down to the individual department level is available. The information presented in the visualization comes directly from the City's financial system and represents dollars that have been received and/or paid out as of the chosen date.

Other Financial Matters

Based on the quarterly report submitted to the U.S. Treasury, the City's outstanding (unspent) ARP allocations are as follows:

Project	I/O	TOTAL
Downtown Mall Improvements	1900465	\$113,857.50
Safe Routes to Schools	1900467	\$231,474.95
Equipment Replacement	1900490	\$180,802.84
Success Factors	1900522	\$803,598.10
Wayfinding	1900488	\$2,970.00
Strategic Investment	1900491	\$50,000.00
ADA Transition	1900524	\$50,988.75
Pathways	Human Services	\$4,480.00
TOTAL		\$1,237,972.14

New CIP Quarterly Report

In our ongoing commitment to transparency and progress, we are excited to introduce a new online format for our CIP quarterly report. This digital edition provides a more interactive way to share key updates, insights, and developments. To ensure the tool meets the needs and addresses the desire for more information, Deputy City Manager James Freas will present a demonstration to Council, gathering valuable feedback before we finalize and publicly release it.

**Please note all the information presented in this memo and the Budget Explorer visualization is collected as of a specific point in time. All amounts are subject to change until the City's annual audit is complete and the books are officially closed for any given fiscal year.*

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



Agenda Date:	May 19, 2025
Action Required:	Public Hearing and Ordinance Adoption
Presenter:	Lauren Hildebrand, Director of Utilities
Staff Contacts:	Lauren Hildebrand, Director of Utilities
Title:	Public Hearing and Ordinance to vacate a natural gas easement (Belvedere Subdivision Block 4B)

Background

In 2018, the City of Charlottesville, Virginia ("City"), acquired a natural gas line easement from New Belvedere, LLC. The easement is located within Belvedere Boulevard, in the Belvedere Subdivision in Albemarle County, Virginia. Since the granting of this easement, the subdivision design has been altered and ownership has been transferred to Belvedere Long Holdings, LLC.

Discussion

The attached Ordinance proposes to vacate a portion of the existing natural gas easement to allow the lots overlapping the easement to be developed. The curvature of future roadways within the subdivision has changed to cause the existing easement to be in conflict with the proposed lots. There are currently no natural gas facilities within the portion of the easement to be vacated. The current owner, Belvedere Long Holdings, LLC, requests to have this portion of the easement vacated.

This supports City Council's vision and contributes to the Strategic Outcome Area of Organizational Excellence.

Alignment with City Council's Vision and Strategic Plan

This item has no budgetary impact.

Community Engagement

Following conducting the Public Hearing as legally required by Virginia Code Section 15.2-1800(B), City Staff recommends City Council adopt the attached Ordinance vacating a portion of the existing natural gas easement to allow the lots overlapping the easement to be developed.

Budgetary Impact

"I make a Motion to adopt the attached Ordinance vacating a portion of the existing natural gas easement to allow the lots overlapping the easement to be developed."

Recommendation

Staff recommends the approval of the attached ordinance and deed of vacation.

Alternatives

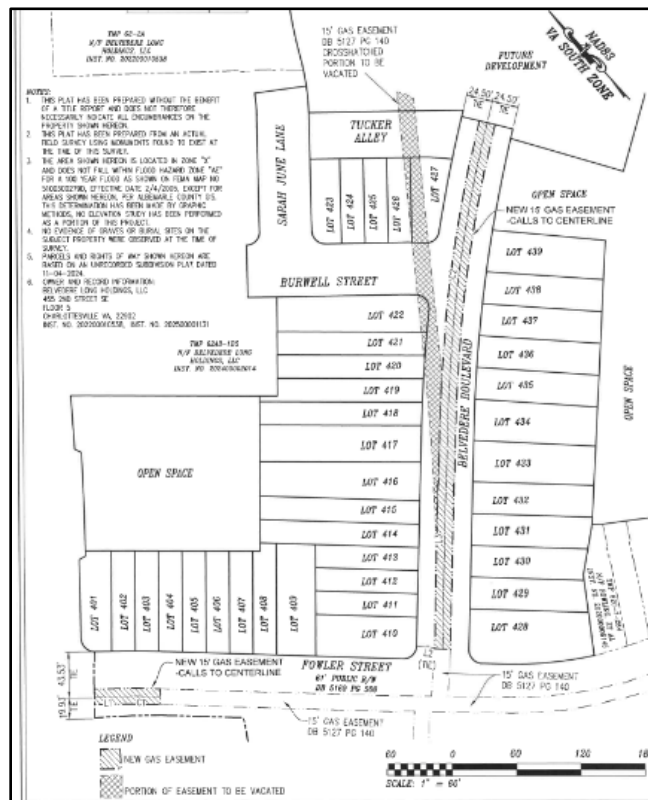
If the ordinance is not approved, Belvedere Long Holdings, LLC will not be able to develop their proposed lots.

Attachments

1. Ordinance - Vacation of Easement Belvedere Long Holdings LLC (2025 0408) CED
2. Deed of Vacation - Belvedere Block 4B
3. Belvedere Block 4B Deed of Vacation Plat_8.5x11 vertical

ORDINANCE VACATING UTILITY EASEMENT LOCATED AT TMP 61-160R5 IN ALBEMARLE COUNTY, VIRGINIA

WHEREAS, the City of Charlottesville, Virginia, was previously granted a gas utility easement, depicted as follows:



WHEREAS, Belvedere Long Holdings, LLC, a Virginia limited liability company, has requested City Council to vacate a portion the existing public utility easement identified on a plat entitled “PLAT VACATING A PORTION OF AN EXISTING GAS EASEMENT & CREATING A 15’ GAS EASEMENT ALONG FOWLER STREET & BELVEDERE BOULEVARD, BELVEDERE SUBDIVISION PHASE 4B;” and

WHEREAS, City Council has reviewed the information provided by City Staff, and conducted a Public Hearing on May 19, 2025, after publication of Notice of said Public Hearing within a local newspaper, as required by Virginia Code §§15.2-1800 and 15.2-1813.

NOW THEREFORE BE IT ORDAINED, by the Council of the City of Charlottesville, Virginia, that vacation of the above-described existing public utility easement is hereby approved. The City Attorney has prepared a Deed of Vacation of Easement to effectuate the vacation of the existing easement as approved by this Ordinance.

AND BE IT FURTHER ORDAINED BY CITY COUNCIL THAT the requirement within City Code Section 2-97 (for two (2) readings of an Ordinance) is hereby WAIVED and this Ordinance shall be effective upon its adoption by City Council without any requirement for a second reading.

Approved by Council _____

Clerk of Council

Prepared by:
J. Vaden Hunt, Esq. (VSB #65574)
Charlottesville City Attorney's Office
P.O. Box 911, Charlottesville, VA 22902

Albemarle County Tax Map 61 (Belvedere Subdivision, Phase 4B)

Tax Map Parcel 61-160R5
Consideration: \$10.00

Prepared without the benefit of a title examination.

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

DEED OF VACATION OF EASEMENT

This **DEED OF VACATION OF EASEMENT** ("Deed") is made as of this _____ day of May 2025, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation and political subdivision of the Commonwealth of Virginia ("City"), "Grantor," and **BELVEDERE LONG HOLDINGS, LLC**, a Virginia limited liability company, "Grantee," whose address is 610 Rio Road West, Charlottesville, Virginia 22901.

RECITALS:

WHEREAS, Grantee owns certain real property in the County of Albemarle, Virginia, shown on the 2018 Deed of Easement (as defined below); and

WHEREAS, a Deed of Easement dated September 28, 2018, was recorded in the Albemarle County Clerk's Office as Instrument No. 201900000098 ("Original Deed of Easement") which included an Easement Plat, dated September 18, 2018, that established and dedicated, a 15' wide permanent natural gas line easement to the City as a public utility easement, as more particularly shown on the Easement Plat of the Original Deed of Easement and described below; and

WHEREAS, per Virginia Code § 15.2-2270, Grantee has requested vacation and release of the Easement by the City, described as follows:

The gas line easement dedicated to the City as a public easement by the Original Deed of Easement and, shown as an area on a plat entitled "PLAT VACATING A PORTION OF AN EXISTING GAS EASEMENT & CREATING A 15' GAS EASEMENT ALONG FOWLER STREET & BELVEDERE BOULEVARD, BELVEDERE SUBDIVISION PHASE 4B", dated February 17, 2025, attached hereto as Exhibit "A" ("2025 Vacation Plat"), said easement being labeled "15' GAS EASEMENT DB 5127 PG 140, CROSSHATCHED PORTION TO BE VACATED," and shall be referred to herein as the "Vacated Easement;" and

WHEREAS, by Ordinance adopted by City Council, attached hereto as Exhibit "B," the execution of this Deed of Vacation of Easement was authorized.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Incorporation of Recitals. The above recitals are incorporated herein as matters of contract and not mere recitals.
2. Vacation of Easements. The City hereby does hereby VACATE, RELEASE, and EXTINGUISH the Vacated Easement.
3. Abandonment. Any and all utility lines, pipes and facilities within the Vacated Easement ("Facilities") are hereby abandoned by the City and upon recordation of this Deed automatically inure to the Grantee who hereby accepts the Facilities to the extent they exist in "as-is, where-is" condition.
4. Indemnification: The City shall have no liability associated with the Facilities and Grantee shall indemnify and hold the City harmless against any claims or damages related to the Facilities or the Vacated Easement.

IN WITNESS WHEREOF, the Mayor of the City of Charlottesville, Virginia, has signed this Deed pursuant to an Ordinance adopted on May ____, 2025.

WITNESS the following signatures and seals.

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____
Juandiego Wade, Mayor

COMMONWEALTH OF VIRGINIA
City of Charlottesville, Virginia

The foregoing instrument was acknowledged before me, a Notary Public in and for the aforesaid City and Commonwealth, by Juandiego Wade, Mayor of the City of Charlottesville, Virginia, on this _____ day of _____, 2025.

Notary Public

Registration #: _____

Approved as to form:

J. Vaden Hunt, Esq.
Deputy City Attorney

EXHIBIT “A”

2025 Vacation Plat

(see attached)

EXHIBIT “B”

Ordinance

(see attached)

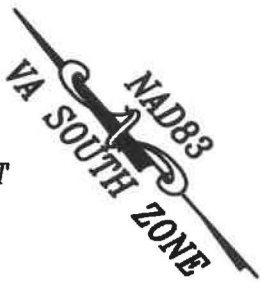
LINE TABLE		
Line	Direction	Length
L1	N 48°55'41" W	24.36'
L2	S 41°14'19" E	24.59'
L3	N 43°46'17" E	205.82'

CURVE TABLE						
Curve	Length	Radius	Delta	Tangent	Chord	Chord Bearing
C1	37.04'	671.00'	3°09'46"	18.52'	37.03'	N 47°20'49" W
C2	292.25'	1402.50'	11°56'20"	146.65'	291.72'	N 49°44'27" E

TMP 62-2A
N/F BELVEDERE LONG
HOLDINGS, LLC
INST. NO. 202200010538

15' GAS EASEMENT
DB 5127 PG 140
CROSSHATCHED
PORTION TO BE
VACATED

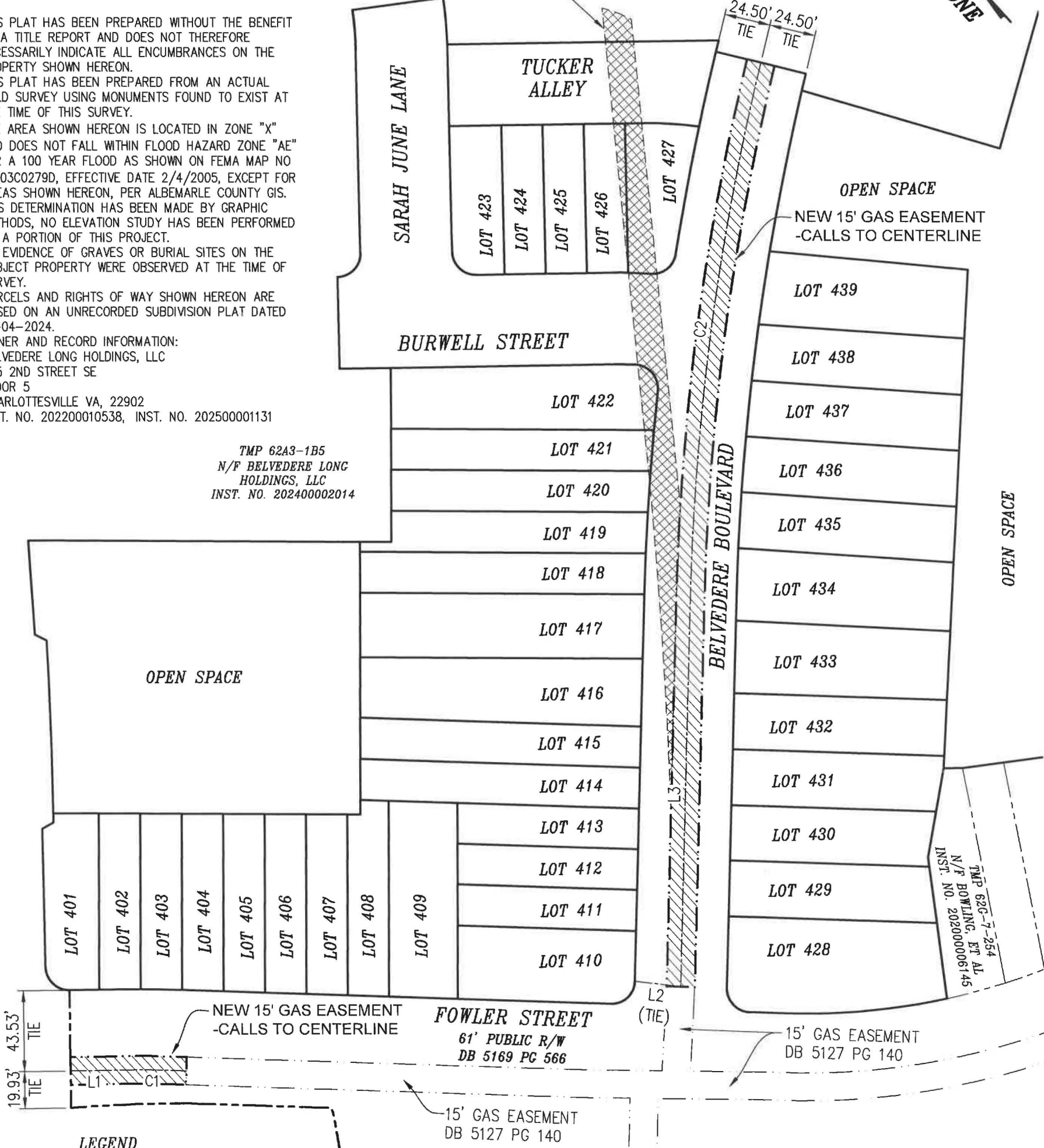
FUTURE
DEVELOPMENT



NOTES:

- THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT THEREFORE NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY SHOWN HEREON.
- THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL FIELD SURVEY USING MONUMENTS FOUND TO EXIST AT THE TIME OF THIS SURVEY.
- THE AREA SHOWN HEREON IS LOCATED IN ZONE "X" AND DOES NOT FALL WITHIN FLOOD HAZARD ZONE "AE" FOR A 100 YEAR FLOOD AS SHOWN ON FEMA MAP NO 51003C0279D, EFFECTIVE DATE 2/4/2005, EXCEPT FOR AREAS SHOWN HEREON, PER ALBEMARLE COUNTY GIS. THIS DETERMINATION HAS BEEN MADE BY GRAPHIC METHODS, NO ELEVATION STUDY HAS BEEN PERFORMED AS A PORTION OF THIS PROJECT.
- NO EVIDENCE OF GRAVES OR BURIAL SITES ON THE SUBJECT PROPERTY WERE OBSERVED AT THE TIME OF SURVEY.
- PARCELS AND RIGHTS OF WAY SHOWN HEREON ARE BASED ON AN UNRECORDED SUBDIVISION PLAT DATED 11-04-2024.
- OWNER AND RECORD INFORMATION:
BELVEDERE LONG HOLDINGS, LLC
455 2ND STREET SE
FLOOR 5
CHARLOTTESVILLE VA, 22902
INST. NO. 202200010538, INST. NO. 202500001131

TMP 62A3-1B5
N/F BELVEDERE LONG
HOLDINGS, LLC
INST. NO. 202400002014



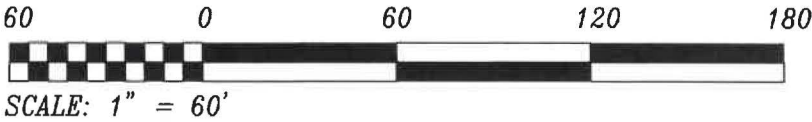
LEGEND



NEW GAS EASEMENT



PORTION OF EASEMENT TO BE VACATED



SHEET:

V1

OF 01

PLAT VACATING
A PORTION OF AN EXISTING GAS EASEMENT &
CREATING A 15' GAS EASEMENT ALONG
FOWLER STREET &
BELVEDERE BOULEVARD
BELVEDERE SUBDIVISION
PHASE 4B
RIO MAGISTERIAL DISTRICT, ALBEMARLE COUNTY, VA



ROUDABUSH, GALE & ASSOC., INC.
A PROFESSIONAL CORPORATION
SERVING VIRGINIA SINCE 1956

999 SECOND ST. SE
CHARLOTTESVILLE, VA 22902

PHONE 434-977-0205 WWW.ROUDABUSH.COM

DATE:	02-17-2025	SCALE:	1" = 60'
REV.:		JOB:	24.4382
REV.:		FILE:	8438

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



Agenda Date:	May 19, 2025
Action Required:	Public Hearing and Ordinance Adoption
Presenter:	Lauren Hildebrand, Director of Utilities
Staff Contacts:	Lauren Hildebrand, Director of Utilities
Title:	Public Hearing and Ordinance to vacate a natural gas easement (Old Ivy Road)

Background

In 1990, an easement for a natural gas line was granted and recorded to serve University Village along Old Ivy Road. The natural gas line was installed in conjunction with a parallel water line for the Albemarle County Service Authority. The current owner, GS Old Ivy Property Owner BFR, LLC, is requesting the easement be vacated to develop the land.

Discussion

The current landowner, GS Old Ivy Property Owner BFR, LLC, has granted the City of Charlottesville, Virginia ("City"), a new natural gas easement, dated November 14, 2024, to relocate the gas line and continue service to University Village. The natural gas line has been rerouted into the new easement, and the former gas line has been abandoned. With the gas line rerouted and occupying the new easement, the gas facilities in the former easement have been abandoned. The attached Ordinance proposes to vacate the former natural gas easement to remove an encumbrance for the owner, GS Old Ivy Property Owner BFR, LLC, to develop their land.

This supports City Council's vision and contributes to the Strategic Outcome Area of Organizational Excellence.

Per Virginia Code Section 15.2-1800(B), a Public Hearing is required to give the public an opportunity to comment on the proposed conveyance of a property interest. Notice of the Public Hearing was advertised in the local newspaper at least seven (7) days in advance of the Public Hearing.

Alignment with City Council's Vision and Strategic Plan

This potential action has no budgetary impact.

Community Engagement

Following conducting the legally required Public Hearing, City Staff recommends City Council adopt the attached Ordinance vacating the former natural gas easement to remove an encumbrance allowing the owner, GS Old Ivy Property Owner BFR, LLC, to develop their land.

Budgetary Impact

"I make a Motion to adopt the attached Ordinance vacating the former natural gas easement to remove an encumbrance for the owner, GS Old Ivy Property Owner BFR, LLC, allowing the development of their land."

Recommendation

Staff recommends the approval of the attached ordinance and deed of vacation.

Alternatives

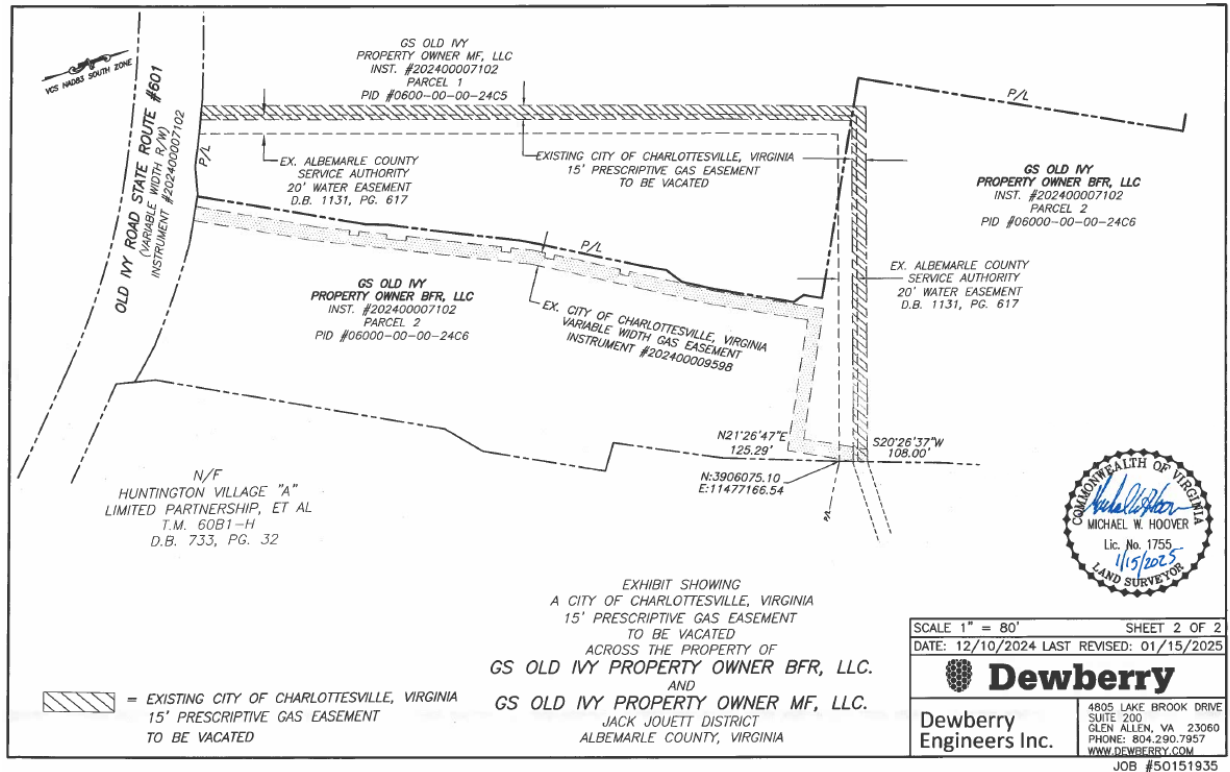
If the ordinance is not approved, the owner will not be able to develop their land with this natural gas easement in place.

Attachments

1. Ordinance - Vacation of Easement GS Old Ivy Property Owner BFR
2. Deed of Vacation - GS Old Ivy Owner BFR (2.24.2025)
3. Old Ivy Rd Gas Easement Plat

**ORDINANCE VACATING UTILITY EASEMENT LOCATED AT TMP 60-24C6 IN
ALBEMARLE COUNTY, VIRGINIA**

WHEREAS, the City of Charlottesville, Virginia was previously granted a public utility easement, depicted as follows:



WHEREAS, GS Old Ivy Property Owner BFR, LLC, a Delaware limited liability company, the fee simple owner of TMP 60-24C6 has requested City Council to vacate the existing public utility easement as shown on the above Plat and all existing facilities within such easement shall be abandoned prior to the vacation; and

WHEREAS, City Council has reviewed the information provided by City staff, and conducted a public hearing on May 19th, 2025, after publication of notice of said public hearing within a local newspaper, as required by Virginia Code §§15.2-1800 and 15.2-1813.

NOW THEREFORE BE IT ORDAINED, by the Council of the City of Charlottesville, Virginia, THAT vacation of the above-described existing public utility easement is hereby approved. The City Attorney has prepared a deed of vacation of easement to effectuate the vacation of the existing easement as approved by this Ordinance.

AND BE IT FURTHER ORDAINED BY CITY COUNCIL THAT the requirement within City Code Section 2-97 (for two readings of an ordinance) is hereby WAIVED and this

Ordinance shall be effective upon its adoption by Council without any requirement for a second reading.

Approved by Council _____

Clerk of Council

Prepared by: Robin E. Walker (VSB # 73505)
Sands Anderson PC, 919 E. Main Street, Suite 2300, Richmond, Virginia 23219

Tax Map Parcel 60-24C6
Consideration: \$10.00

Prepared without the benefit of a title examination.

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

THIS DEED OF VACATION OF EASEMENT (“Deed”) is made as of this _____ day of _____, 2025, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation and political subdivision of the Commonwealth of Virginia (“City”), “Grantor”, and **GS OLD IVY PROPERTY OWNER BFR, LLC**, a Delaware limited liability company, “Grantee”, whose address is _____

RECITALS:

WHEREAS, Grantee owns certain real property in the Albemarle County, Virginia, shown on the 2024 Vacation Easement (as defined below); and

WHEREAS, a Deed of Easement dated August 17, 1990, was recorded in the Clerk’s Office of Albemarle County, as Book No. 1131, Page 518 (the “Easement Deed”) and a Plat, dated August 17, 1990, entitled “Plat Showing a Survey of a Proposed Water Line & Gas Line Easement to be Granted to The Albemarle County Service Authority and The City of Charlottesville by University Village, Limited Partnership Across Tax Map 60 Parcel 24C Jack Jouett Magisterial District Albemarle County, Virginia” was attached to a Deed of Easement dated August 17, 1990, recorded in the aforesaid Clerk’s Office as Book No. 1131, Page 617, that established and dedicated to the City, a 15’ permanent public utility easement (the “Easement”); and

WHEREAS, the Easement is shown on the plat attached hereto as Exhibit A and entitled “Exhibit Showing A City of Charlottesville, Virginia 15’ Prescriptive Gas Easement to be Vacated Across the Property of GS Old Ivy Property Owner BFR, LLC and GS Old Ivy Property Owner MF, LLC Jack Jouett District, Albemarle County, Virginia”; and

WHEREAS, Grantee requested the City to vacate and release the Easement pursuant to Virginia Code Sec. 15.2-2270; and

WHEREAS, by ordinance adopted by City Council, attached hereto as Exhibit B, the execution of this Deed of Vacation of Easement was authorized.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Incorporation of Recitals. The above recitals are incorporated herein as matters of contract and not mere recitals.

2. Vacation of Easements. The City hereby does hereby VACATE, RELEASE and EXTINGUISH the Easement.

3. Abandonment. Any and all utility lines, pipes and facilities within the Easement (the “Facilities”) are hereby abandoned by the City and upon recordation of this Deed automatically inure to the Grantee who hereby accepts the Facilities to the extent they exist in “as-is, where-is” condition. The City shall have no liability associated with the Facilities and Grantee shall indemnify and hold the City harmless against any claims or damages related to the Facilities or the Easement.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the Mayor of the City of Charlottesville, Virginia, has signed this Deed pursuant to an ordinance adopted _____, 2025.

WITNESS the following signatures and seals.

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____
Juandiego Wade, Mayor

COMMONWEALTH OF VIRGINIA
City of Charlottesville, Virginia

The foregoing instrument was acknowledged before me, a Notary Public in and for the aforesaid City and Commonwealth, by Juandiego Wade, Mayor of the City of Charlottesville, Virginia, on this _____ day of _____, 202_.

Notary Public

Registration #: _____

Approved as to form:

*Name: Robin E. Walker
Sands Anderson, PC, Acting City Attorney*

EXHIBIT A

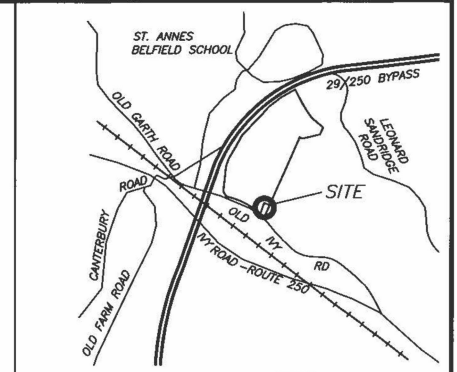
Vacation Plat

(see attached)

EXHIBIT B

Ordinance

(see attached)



VICINITY MAP 1" = 2000'

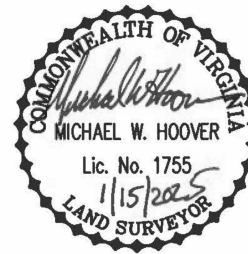
THE PURPOSE OF THIS EXHIBIT IS TO VACATE THE CITY OF CHARLOTTESVILLE, VIRGINIA'S RIGHTS TO A PRESCRIPTIVE EASEMENT FOR AN EXISTING GAS LINE.

THE EASEMENT INTENDED FOR THIS EXISTING GAS LINE IS SHOWN ON A PLAT THAT GRANTED AN ALBEMARLE COUNTY SERVICE AUTHORITY WATER LINE EASEMENT AS RECORDED IN D.B. 1131, PG 617. THE PROPOSED GAS EASEMENT SHOWN ON SAID PLAT COULD NOT BE FOUND IN THE COUNTY LAND RECORDS.

EXHIBIT SHOWING
A CITY OF CHARLOTTESVILLE, VIRGINIA
15' PRESCRIPTIVE GAS EASEMENT
TO BE VACATED
ACROSS THE PROPERTY OF
GS OLD IVY PROPERTY OWNER BFR, LLC.
AND
GS OLD IVY PROPERTY OWNER MF, LLC.
JACK JOUETT DISTRICT
ALBEMARLE COUNTY, VIRGINIA

NOTES:

1. NO TITLE REPORT PROVIDED.
2. PROPERTY LINES SHOWN HEREON BASED ON COMPILED DEED DESCRIPTIONS AND PLATS. THIS IS NOT A BOUNDARY SURVEY.



SCALE 1" = 80' SHEET 1 OF 2

DATE: 12/10/2024 LAST REVISED: 01/15/2025



Dewberry

**Dewberry
Engineers Inc.**

4805 LAKE BROOK DRIVE
SUITE 200
GLEN ALLEN, VA 23060
PHONE: 804.290.7957
WWW.DEWBERRY.COM

JOB #50151935

VCS NAD83 SOUTH ZONE

OLD IVY ROAD STATE ROUTE #601
(VARIABLE WIDTH R/W)
INSTRUMENT #202400007102

GS OLD IVY
PROPERTY OWNER MF, LLC
INST. #202400007102
PARCEL 1
PID #0600-00-00-24C5

EX. ALBEMARLE COUNTY
SERVICE AUTHORITY
20' WATER EASEMENT
D.B. 1131, PG. 617

EXISTING CITY OF CHARLOTTESVILLE, VIRGINIA
15' PRESCRIPTIVE GAS EASEMENT
TO BE VACATED

GS OLD IVY
PROPERTY OWNER BFR, LLC
INST. #202400007102
PARCEL 2
PID #06000-00-00-24C6

GS OLD IVY
PROPERTY OWNER BFR, LLC
INST. #202400007102
PARCEL 2
PID #06000-00-00-24C6

EX. CITY OF CHARLOTTESVILLE, VIRGINIA
VARIABLE WIDTH GAS EASEMENT
INSTRUMENT #202400009598

EX. ALBEMARLE COUNTY
SERVICE AUTHORITY
20' WATER EASEMENT
D.B. 1131, PG. 617

N/F
HUNTINGTON VILLAGE "A"
LIMITED PARTNERSHIP, ET AL
T.M. 60B1-H
D.B. 733, PG. 32

N21°26'47"E
125.29'
N:3906075.10
E:11477166.54
S20°26'37"W
108.00'

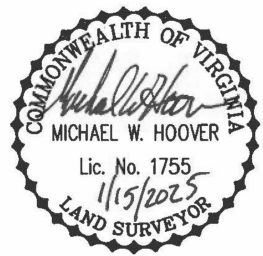
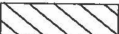


EXHIBIT SHOWING
A CITY OF CHARLOTTESVILLE, VIRGINIA
15' PRESCRIPTIVE GAS EASEMENT
TO BE VACATED
ACROSS THE PROPERTY OF
GS OLD IVY PROPERTY OWNER BFR, LLC.
AND
GS OLD IVY PROPERTY OWNER MF, LLC.
JACK JOUETT DISTRICT
ALBEMARLE COUNTY, VIRGINIA

 = EXISTING CITY OF CHARLOTTESVILLE, VIRGINIA
15' PRESCRIPTIVE GAS EASEMENT
TO BE VACATED

SCALE 1" = 80' SHEET 2 OF 2
DATE: 12/10/2024 LAST REVISED: 01/15/2025



Dewberry
Engineers Inc.

4805 LAKE BROOK DRIVE
SUITE 200
GLEN ALLEN, VA 23060
PHONE: 804.290.7957
WWW.DEWBERRY.COM

JOB #50151935

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



Agenda Date:	May 19, 2025
Action Required:	Ordinance Adoption
Presenter:	Chris Engel, Director of Economic Development
Staff Contacts:	Chris Engel, Director of Economic Development John Hunt, Deputy City Attorney
Title:	Public Hearing and Ordinance to approve a Right-of-Way Agreement at 220 W. Market Street

Background

Lighthouse Studios is a non-profit organization that engages youth in the art of filmmaking and operates from a parcel it owns at 220 W. Market Street in the City of Charlottesville, Virginia ("City"). Adjacent to the parcel at 220 W. Market is an unimproved area (approximately 5,000 square feet) of City right-of-way ("ROW") that has been used as a parking area for many years.

Discussion

Lighthouse Studios engaged the City to see if a sale or lease of this area would be considered. After discussion with City Council and the City Manager, it was determined that a Revocable ROW Agreement ("Agreement") would be acceptable at this time. The Agreement formally permits Lighthouse Studios to use the area for the organization's parking needs for a period of five (5) years. Additional details and obligations of the parties can be found in the attached Agreement.

This item connects with the Education and Transportation elements of City Council's Strategic Plan.

Alignment with City Council's Vision and Strategic Plan

This item has no budgetary impact.

Community Engagement

Following conducting the Public Hearing as legally required by Virginia Code Section 15.2-1800(B), City Staff recommends City Council adopt the attached Ordinance approving the Agreement with Lighthouse Studios.

Budgetary Impact

"I make a Motion adopting the attached Ordinance approving the Agreement with Lighthouse Studios."

Recommendation

Staff recommends approval of the ordinance

Alternatives

Attachments

1. lighthouseparkingagreement (LSI signed) (1)
2. Lighthouseparkingordinance

RIGHT OF WAY LICENSE AGREEMENT

This **RIGHT OF WAY LICENSE AGREEMENT** (“Agreement”) is made as of the _____ day of _____, 2025, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a Virginia municipal corporation (“Licensor”), and **LIGHT HOUSE STUDIO, Inc.S**, a non-profit **incorporated in the Commonwealth of Virginia** _____ (“Licensee”); (individually “Party; collectively “Parties”), provides as follows:

RECITALS

- A. Licensor owns a street, namely Market Street, adjacent to the property of **LIGHT HOUSE STUDIO, Inc.** at 220 W. Market Street, Charlottesville, Virginia 22902.
- B. Licensee wishes to use a portion of the Market Street right of way for parking, and Licensor is willing to allow Licensee to use a portion of Market Street for parking, subject to the terms and conditions contained in this Agreement,
- C. The portion of Market Street subject to this Agreement (“City Property”), is show, highlighted in yellow and outlined in purple, on a drawing attached hereto, and made a part fully hereof, as **Exhibit “A,”**
- D. Licensee owns or leases certain real property and related appurtenances that are adjacent to and about the City Property as shown on Exhibit “A,” and
- E. This Agreement gives permission, in the form of a revocable non-exclusive license from the Licensor (“License”), to use the specific portion of the City Property highlighted in yellow and outlined in purple as shown on Exhibit “A” (“License Area”), for a limited purpose, namely parking of cars (“Permitted Use”). Parking as contemplated under the Permitted Use herein is for periods no longer than twenty-four (24) hours. The Permitted Use does not include storage of cars, or parking of equipment or vehicles other than cars.

NOW, THEREFORE, in consideration of other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto grant, agree, and otherwise consent as follows:

1. The above recitals are hereby incorporated into this Agreement as if fully set forth herein.
2. The revocable non-exclusive License allows Licensee to use the License Area for the Permitted Use only. Licensee may allow its agents, guests, licensees, invitees, contractors, subcontractors, servants, employees, or anyone else, including the general public (“Permitted User”) to use the License Areas for the Permitted Use.
3. The License is revocable and non-exclusive, and it is understood by the Parties that the Licensor, its successors and assigns, as applicable, retain the unlimited right to continue to occupy, possess, and use the License Area for any and all purposes, regardless of whether such use by the Licensor, its successors, or assigns, is consistent with the Permitted Use, nor shall the License

operate to restrict utility companies or other Licensees in exercising their rights to construct, remove, operate, and maintain their installations within the License Area.

4. Except as otherwise set forth in this Agreement, the Licensee may not place any structures, improvements, appurtenances, or objects on the License Area, or change the License Area in any way. Licensee shall immediately comply with all directions and instructions received from the Licensor regarding the License Area. Licensee shall be permitted to erect two (2) signs on the License Area at Licensee's sole cost and expense. Said signs shall comply with Licensor's Sign Ordinance and any related permitting requirement, and the language of the signs shall be approved in writing by the Licensor prior to Licensee's erection of the signs.

5. This Agreement and the License granted by the terms of this Agreement may not be assigned by Licensee. This Agreement may be transferred by the Licensor at will. This Agreement and the License granted by the terms of this Agreement may be transferred to another party not a signatory hereto by Licensee, only with the prior written approval of the Licensor and said approval by the Licensor is subject to signature by the proposed transferee of a License Agreement or addendum hereto satisfactory to the Licensor in the Licensor's sole discretion, and the proposed transferee agreeing to be bound to the terms thereof. If Licensee grants permission for a Permitted User to use the License Area for the Permitted Use, as applicable, such permission shall not be deemed an assignment or transfer of the License. Any purported assignment or transfer of the Agreement or License by Licensee, without compliance with the terms of this Paragraph, shall render it void.

6. This Agreement shall continue in force for five (5) years from and after the date hereof, subject, however, to the right of Licensor to terminate this Agreement at will upon thirty (30) days' written notice to the Licensee. Licensee shall pay Licensor one dollar (\$1.00) annually for use of the License Area. Both Parties acknowledge the sufficiency of this consideration. Nothing in this Agreement shall be construed as a grant or dedication of right of way or of any other interest in the License Area other than the License, which is revocable permission to use the License Area for the Permitted Use. Nothing in this Agreement shall be construed as conferring any property right on Licensee. The Parties expressly agree that this Agreement does not create an easement or an irrevocable license. Termination of this Agreement terminates and revokes the License granted by this Agreement. Termination or revocation of the Agreement or License or both creates no liability on the part of the Licensor whatsoever. Anything to the contrary in this Agreement notwithstanding, any and all obligations to indemnify, defend, or hold harmless the Licensor or others under this Agreement shall survive termination or revocation of this Agreement or License or both and remain in full force and effect.

7. At all times during this Agreement, Licensee shall maintain the License Area in a state free of trash, debris, weeds, refuse, and/or litter. Licensor shall also be responsible, at its sole cost and expense, for maintaining the grass and landscaping in and around the License Area. Within ninety (90) days of the date of execution of this Agreement, Licensor shall inspect the stairs contained on the License Area and repair or remove the stairs if Licensor, in its sole and absolute discretion, deem said repairs or removal necessary for public safety reasons. Any repair or maintenance costs to the License Area under five hundred dollars (\$500.00) annually shall be solely borne by the Licensee. Any maintenance or repair cost greater than five hundred dollars (\$500.00) annually shall be borne by the Licensor. Notwithstanding this requirement, Licensor may elect to terminate

this Agreement, at its sole and absolute discretion, if Licensors determine the costs of said maintenance or repair are excessive.

8. Licensee shall be solely responsible for any and all towing of unauthorized vehicles in the License Area. Licensee shall comply with all state and local rules, regulations, and laws regarding towing of unauthorized vehicles.

9. Lessor shall not be responsible for any damages or loss to possessions or items left in Lessee's vehicles or their guests' vehicles in the License Area. Lessor shall also not be responsible for any damages to or loss of Lessee's vehicles or their guests in the License Area.

10. Licensee agrees to use extreme caution in entering and passing over, across and through the License Area and agrees to assume all risks resulting from Licensee's use of the License Areas other than those risks caused solely by the gross negligence or willful misconduct of the Licensors. Licensee understands and acknowledges that the Licensors are a municipal corporation organized under the laws of the Commonwealth of Virginia. The Licensee hereby assumes, and shall defend, indemnify, and hold the Licensors harmless from and against any and all liability, loss, claim, suit, damage, charge, or expense which they may suffer, sustain, incur, or in any way be subjected to, on account of death of or injury to any person whomsoever, (including, but not limited to, officers, agents, employees, licensees, invitees, or guests of Licensee), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the License Area, EXCEPT when caused solely by the willful misconduct or gross negligence of the Licensors. However, during any period of repair or maintenance, wherein agents, equipment or personnel of Licensee are on the License Area, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole, or contributory fault or negligence of the Licensors. Use of right-of-way involves certain risks of loss or damage. Licensee expressly assumes all risk of loss and damage to the property of Licensee or others in, on, over, or under the Licensors' Property, including loss of or any interference with use thereof, regardless of cause. Obligations of Licensee hereunder to defend, indemnify and hold the Licensors harmless shall also extend to the Licensors' officers, agents, employees, licensees, invitees, or guests on the same terms.

11. Within five (5) calendar days of the date of this Agreement, Licensee agrees to have Licensors named as an additional insured on Licensee's general liability insurance policy and excess liability insurance policy (and provide Licensors a certificate or proof of insurance evidencing such). The general liability insurance policy shall have a minimum of \$1,000,000.00 in coverage per occurrence, and the excess liability policy shall have a minimum of \$10,000,000.00 in coverage per occurrence. The required certificate or proof of insurance naming the Licensors shall be renewed annually when Licensee renews its general liability insurance policy, and a copy provided to the Licensors.

12. Notices to be given under the terms of this Agreement must be in writing and shall be deemed properly served if such notice is hand delivered or delivered by certified mail or by a next day delivery service, addressed to the other Party at the following address, or such other address as a Party may designate in writing:

Licensors:

Chris Engel
City of Charlottesville, Virginia
Director of Economic Development
P.O. Box 911
610 E. Market Street
Room B226
Charlottesville, Virginia 22902

Licensee:

Light House Studio Inc.
Attention: Kristen Dillehunt
220 West Market Street Charlottesville, VA 22902

Notices delivered in accordance with the provisions hereof shall be deemed to have been given as of the date of hand delivery, as of the next business day if delivered by a next day delivery service, or as of the third day following deposit into the U.S. Mail as certified mail. In the case of any change of such mailing address, the Party so changing a mailing address shall give notice thereof to the other Party in the manner hereinabove provided. In the absence of any such notice, notice mailed in accordance with the foregoing section shall be deemed sufficiently given and served for all purposes.

13. This Agreement may be executed in any number of counterparts, including counterparts transmitted by electronic transmission, each of which shall be an original and which together form a fully executed Agreement.

14. This Agreement shall be governed by the laws of the Commonwealth of Virginia. In exercising the rights granted by, and undertaking activity pursuant to this Agreement, Licensee shall act in accordance with the laws of the Commonwealth of Virginia and any other governmental body, state, or federal having jurisdiction over such matters, and shall comply in the operation of its adjoining property and use of the License Area with any and all of Licensor's ordinances, regulations, requirements, directions, and instructions.

15. This Agreement may not be altered or otherwise amended except pursuant to an instrument in writing signed by each Party and identifying the instrument as an amendment of this Agreement. No waiver of any default, misrepresentation, or breach of any warranty or covenant under this Agreement shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of any warranty or covenant hereunder or affect in any way any rights arising out of any such prior or subsequent occurrence.

16. Licensor may enforce this License by seeking damages, or by specific performance, or through any other legal or equitable remedy available to the Licensor.

17. Nothing contained in this License is intended to or shall create a contractual relationship with cause of action in favor of, or claim for relief for, any third party. Absolutely no third-party beneficiaries are intended by this License.

18. Nothing in this License is intended to waive any protection afforded to the Licensor by the laws of the Commonwealth of Virginia providing immunity from suit, or immunity from liability to the Licensor, its officials, officers, agents, and employees.

19. This Agreement contains the full and final expression of all the terms herein contained.

IN WITNESS WHEREOF, the Parties have affixed their signatures as of the day and year first above written.

LICENSOR

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____
Date: _____
Name: _____
Title: _____

LICENSEE

LIGHT HOUSE STUDIO, Inc.S


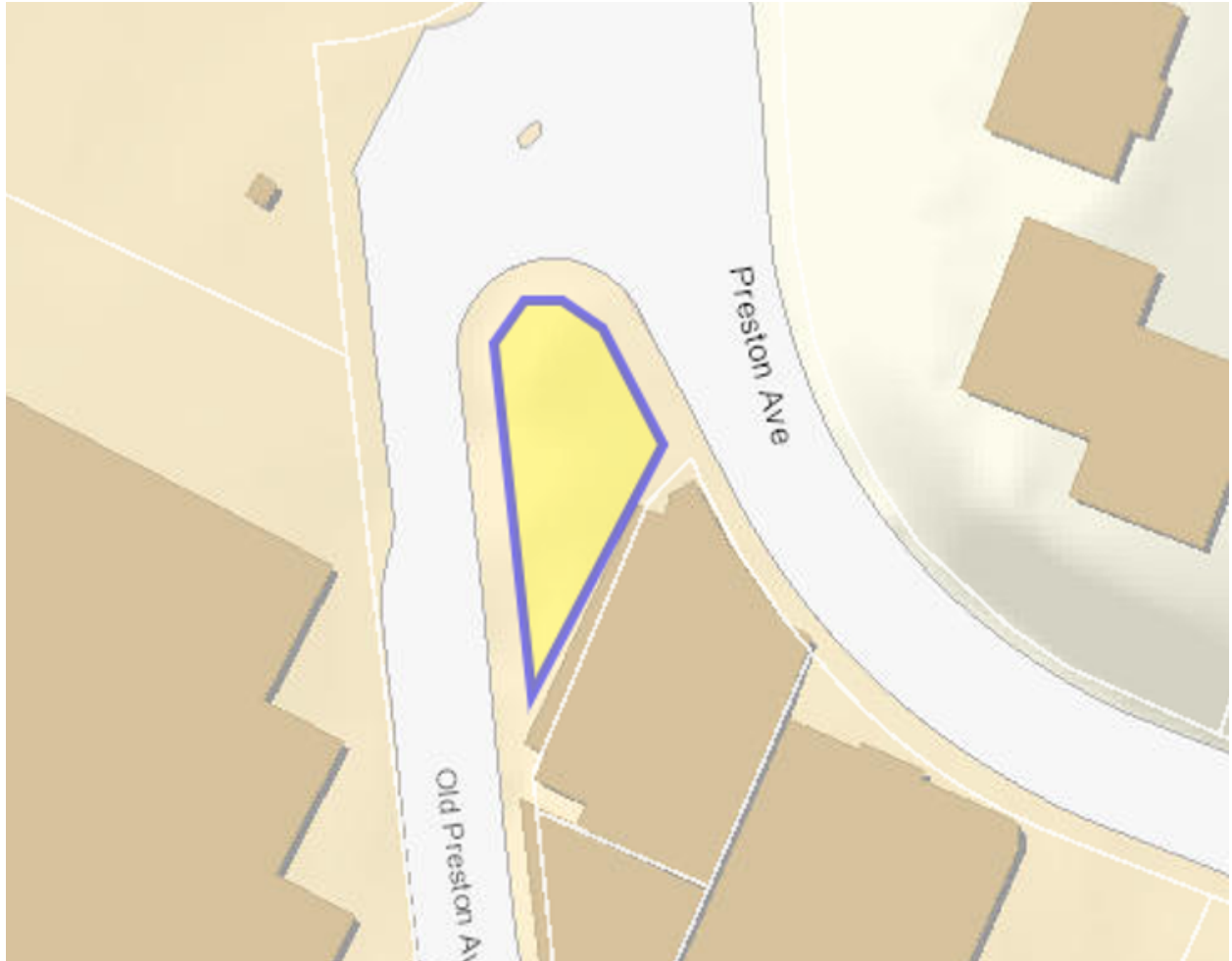
By:  _____
Date: March 24, 2025
Name: Deanna Gould
Title: Executive Director

Exhibit “A”



**ORDINANCE AUTHORIZING THE LICENSING OF CITY-OWNED
PROPERTY ADJACENT TO 220 W. MARKET STREET TO
LIGHTHOUSE STUDIOS**

WHEREAS, the City of Charlottesville, Virginia (“City”), owns Market Street and its right of way (“Property”), which is adjacent to the property of Lighthouse Studios (“Lighthouse”), located at 220 W. Market Street, Charlottesville, Virginia 22902; and

WHEREAS, Lighthouse desires to use a portion of the Market Street right of way for parking; and

WHEREAS, since the Property is publicly owned, Virginia Code § 15.2-1800(B) requires conducting a legally advertised and duly held Public Hearing prior to the City divesting itself of any ownership interest in the Property.

NOW THEREFORE, BE IT ORDAINED by the Council for the City of Charlottesville, Virginia, following the conducting of the legally required Public Hearing, that the City Manager is hereby authorized to sign the following document, in form approved by the Acting City Attorney or her designee: Right of Way License Agreement between the City and Lighthouse for the above-referenced Property.

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



Agenda Date:	May 19, 2025
Action Required:	Ordinance Adoption
Presenter:	Chris Engel, Director of Economic Development
Staff Contacts:	Chris Engel, Director of Economic Development John Hunt, Deputy City Attorney
Title:	Public Hearing and Ordinance to approve a Revocable License Agreement to Hill & Wood Funeral Service (1st Street N.) for use of public parking spaces

Background

Since approximately the 1930s, Hill & Wood Funeral Service ("H&W") has been located at 201 1st Street North in downtown Charlottesville. During this time, H&W has used courtesy signs to mark "for funeral use" up to six (6) public parking spaces located in the City right-of-way for use by attendees of the funeral or viewing. This is a common practice among funeral service businesses, especially in more developed areas. After an inquiry from a business owner, City Staff could not find a current written agreement permitting this use.

Discussion

The Revocable License Agreement ("Agreement") contemplated by the attached Ordinance would allow H&W to use six (6) on-street parking spaces along 1st Street North during funeral events. In exchange, H&W has agreed to allow public use of twelve (12) spaces within the private surface parking lot, located at 201 North 1st Street, available to the general public for parking, at no charge, every day of the week, provided a funeral event is not scheduled. The attached Agreement is for a period of five (5) years. Additional details and the specific obligations of the parties can be found in the attached Agreement.

This item connects with the Transportation elements of the City Council's Strategic Plan.

Alignment with City Council's Vision and Strategic Plan

This item has no budgetary impact. This item connects with the Transportation elements of the Council Strategic Plan.

Community Engagement

Following the conducting of Public Hearing as legally required by Virginia Code Section 15.2-1800(B), City Staff recommends City Council adopt the attached Ordinance approving the Agreement with H&W.

Budgetary Impact

"I make a Motion adopting the attached Ordinance approving the Agreement with H&W."

Recommendation

Staff recommends approval of the ordinance

Alternatives**Attachments**

1. Hill Wood + City Parking Agreement 04.16.25
2. Hill & Wood RLA Ordinance

**ORDINANCE GRANTING A REVOCABLE LICENSE AGREEMENT FOR USE OF
PUBLIC PARKING SPACES TO HILL & WOOD FUNERAL SERVICE**

BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that, by authority in §§ 15.2-1800(B) and 15.2-2100(B), Code of Virginia, 1950, as amended, a revocable license is hereby granted to the Hill & Wood Funeral Service, for use of certain public parking spaces at designated times, upon the terms and conditions stated in the following Revocable License Agreement:

REVOCABLE LICENSE AGREEMENT

This **REVOCABLE LICENSE AGREEMENT** (“Agreement”) is made by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA** (“City”), a Virginia municipal corporation, the **HILL & WOOD FUNERAL SERVICE** (“Hill & Wood”), as Licensee, and **FIELDS HOLDINGS, LLC**, as the owner of property located at 201 1st Street North (“Landowner”); (individually “Party;” collectively, “Parties”),

WHEREAS, the City owns the right-of-way/public property, which is commonly known as 1st Street North, between East Jefferson Street and Market Street, including six (6) on-street parking spaces located within the area of such property (“Licensed Premises”); and

WHEREAS, during periods of time in which the Licensee is conducting funerals, wakes, receptions, visitations, or memorial services (“Events”) at 201 1st Street North, Licensee desires to use the Licensed Premises for parking in connection with such Events (“Private Activity”); and

WHEREAS, pursuant to §§ 15.2-1800(B) and 15.2-2100(B), Code of Virginia, 1950, as amended, the City is vested with power and authority over the use of its municipally owned streets, rights-of-way, and other public properties and places, and may grant to private entities a right to use its public streets, rights-of-way, or other public places in a manner not permitted to the general public, after conducting a Public Hearing, and subject to certain limitations; and

WHEREAS, the City is willing to grant a revocable license to Licensee, to allow use of the Licensed Premises, subject to the terms and conditions herein stated; and

WHEREAS, the permit process provided within City Code Sec.28-5 is an imperfect solution, because it requires repeated applications for temporary street closing permits, but the intent of this License is to authorize the Private Activity on a revocable basis, similar in nature to such temporary permits, the; and

WHEREAS, in return for the privileges herein granted, Licensee offers valuable consideration to the City; **NOW, THEREFORE**,

WITNESSETH

The City hereby grants to Licensee authorization to use the Licensed Premises for its Private Activity, subject to the terms and conditions set forth herein.

1. Public Parking Spaces

Licensee is hereby granted a non-exclusive, revocable License to use six (6) on-street parking spaces along 1st Street North, said spaces being designated on the sketch or map attached hereto as **Attachment “A,”** during times when Events are taking place within the funeral home located at 201 North First Street.

a. The City shall furnish sufficient signage to mark the on-street parking spaces as shown in Attachment A, which shall contain wording acceptable to the traffic engineer and Charlottesville Police Department (“CPD”), such wording to be legally sufficient to identify each parking space as being temporarily closed to public use. The signs will be “flip signs,” and such signs will be flipped “up” to indicate that no public parking is permitted and flipped down to indicate that public parking is permitted. Licensee shall use the “flip sign” to indicate temporary closure of the on-street parking spaces, not more than four (4) hours prior to the commencement of an Event. Licensee shall use the “flip sign” to indicate that the public may use the on-street spaces within one (1) hour following the conclusion of an Event.

b. If the Licensee fails to operate the signs in a responsible and consistent manner or uses the on-street parking spaces for reasons other than those contemplated by this License Agreement, this Agreement shall be subject to termination by the City Manager.

c. CPD’s review of the signage referenced in Paragraph a, above, shall be for the purpose of verifying the sufficiency of the signage (as to size, lettering, and wording) to allow for enforcement under the provisions of City Code Secs. 15-138(a) or 15-139, as the CPD deems applicable.

d. The Licensee expressly agrees to, and shall, indemnify and hold harmless the City and any of its officers, agents, or employees from any and all claims, demands, damages, liability, or court awards, including costs and attorneys’ fees that are incurred by the City, or that may be awarded as a result of any loss, injury, or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, partnership, or corporation, in connection with or arising out of any act, omission, error, mistake, negligence, or other fault of the Licensee or any of such Licensee’s agents, partners, Licensees, sub-licensees, or lessees, in the installation, construction, use, operation, or maintenance of the Private Activity.

e. Licensee shall furnish a public liability and property damage insurance contract or certificate of insurance insuring the liability of the Licensee for personal injury or death and damages to property resulting from the Private Activity in the following amount(s): general liability insurance policy shall have a minimum of \$1,000,000 in coverage per occurrence, and the excess liability policy shall have a minimum of \$1,000,000 in coverage per occurrence. The City shall be named as an additional insured in the contract or certificate of insurance.

2. Public Use of Private Surface Parking Lot at 201 1st Street North

a. As consideration for this Agreement, Hill & Wood hereby grants to the City a revocable license to use twelve (12) spaces within the private surface parking lot, located at 201 North 1st Street, available to the general public for parking, at no charge, every day of the week (i) all day, if no Event is scheduled for that day, or (ii) on a day on which any Event(s) is/are scheduled, commencing two (2) hours after the conclusion of the last Event scheduled on a particular day. This revocable license is subject to the reservations listed in Sections 2.d and 2.e of this Agreement, contained below. By its signature to this Agreement, the Landowner consents to this License.

b. Hill & Wood shall maintain the private parking lot in good repair, free of public nuisance conditions.

c. Hill & Wood shall be responsible for posting and removing signage, as necessary to keep the general public informed of the days and hours during which the private parking spaces will be available for public use.

d. Hill & Wood reserves the right to close the private parking lot to the public as necessary for maintenance, snow removal, or safety concerns. During any period of time when the parking lot is closed to public use, Hill & Wood shall clearly post signage identifying the lot as "Private Parking."

e. Hill & Wood reserves the right to close its private parking lot to the public during periods when it wishes to utilize the parking lot for its own purposes (including granting reservations to local churches, organizations, or businesses). During any period of time when the parking lot is closed to public use, Hill & Wood shall clearly post signage identifying the lot as "Private Parking."

f. Hill & Wood or the City shall have no liability for damages or theft to any vehicles parked in its private parking lot.

g. Overnight parking in Licensee's private parking lot shall be prohibited. Licensee may exercise its rights to tow unauthorized vehicles pursuant to existing state law and local ordinance. The City shall have no responsibility or liability to arrange for a vehicle to be towed.

3. Miscellaneous Terms and Conditions

a. This Agreement shall become effective on the date as of which all of the following have occurred: (i) execution of this Agreement by Licensee, (ii) approval of this revocable license by City Council, and execution of this Agreement by the City Manager, pursuant to City Code Sec. 2-154, and (iii) approval of changeable signage sufficient for use in all circumstances authorized by this Agreement by Licensee, the City's Traffic Engineer, and the CPD ("Effective Date").

b. **Term of Revocable License.** This License shall continue for five (5) years following the Effective Date. However, each Party retains the right to terminate the License at any time by serving written notice upon the Licensee. Nothing in this Agreement shall be construed as a grant or dedication of right-of-way or of any other property right or interest in the

License Area other than the License. The Parties expressly agree that nothing in this Agreement creates an easement or an irrevocable license. Upon revocation, this License shall terminate and be deemed null, void, and of no further force and effect, except that any obligations to indemnify, defend, or hold the City or others harmless shall survive the termination of this Agreement or License for any reason and shall continue in full force and effect.

c. The Parties, by mutual agreement and practice, may exchange correspondence regarding the administration of this Agreement by electronic mail; however, notices required to be given under this Agreement shall be effective only if given as follows:

i. If given to the City:

Delivery:

Attention City Manager.
605 East Main Street, 2nd Floor
Charlottesville, Virginia, 22902

U.S. Mail:

P.O. Box 911, Charlottesville, Virginia, 22902.

ii. If given to Licensee:

Attention _____.

Delivery or U.S. Mail:

201 N. First Street
Charlottesville, Virginia, 22902.

iii. Fields Holdings, LLC

Attention: _____

Delivery or U.S. Mail:

Notices shall be deemed given upon receipt, as documented by signature of the recipient, if delivered; or, if given by U.S. Mail, notices shall be deemed given as of the date of U.S.P.S. postmark.

d. The rights herein granted under this License are expressly subject to the rights of the public and any rights granted previously by the City to any person. This License shall not operate or be construed to abridge, limit, or restrict the City in exercising its right to make full use of the Licensed Premises as a public thoroughfare or public places, nor shall it operate to restrict

utility companies or other Licensees in exercising their rights to construct, remove, operate, and maintain their installations within the Licensed Premises.

e. The City may enforce this License by seeking damages, or by specific performance, or through any other legal or equitable remedy available to the City.

f. Nothing contained in this License is intended to or shall create a contractual relationship with cause of action in favor of, or claim for relief for, any third-party. Absolutely no third-party beneficiaries are intended by this License.

g. This Agreement may only be amended by a written document signed by both the City and Hill and Wood.

h. Nothing in this License is intended to waive any protection afforded to the City by the laws of the Commonwealth of Virginia providing immunity from suit, or immunity from liability to the City, its officials, officers, agents, and employees.

4. A Public Hearing was held with respect to this License, on _____, 2025. By Ordinance adopted _____, 2025, Charlottesville City Council authorized this Revocable License.

5. By their signatures below, the individuals who have executed this Agreement on behalf of the Licensee and the Landowner, respectively, represent and warrant that they have been duly authorized by Licensee and Landowner, in accordance with the laws of the Commonwealth of Virginia, to bind the Licensee and the Landowner to the obligations set forth within this Agreement.

*[SIGNATURE PAGE FOLLOWS; THE REAMINDER OF THIS PAGE LEFT INTENTIONALLY
BLANK]*

WITNESS the following signatures and seals:

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____ Date: _____
City Manager (authorized per City Code Sec, 2-154)

Approved as to Form:

Deputy City Attorney

HILL & WOOD FUNERAL SERVICE

By: _____ Date: _____
Title: _____

FIELDS HOLDINGS, LLC

By: _____ Date: _____
Title: _____

ATTACHMENT “A”



**ORDINANCE GRANTING A REVOCABLE LICENSE AGREEMENT FOR USE OF
PUBLIC PARKING SPACES TO HILL & WOOD FUNERAL SERVICE**

WHEREAS, the City of Charlottesville, Virginia (“City”), owns the right-of-way/public property, which is commonly known as 1st Street North, between East Jefferson Street and Market Street, including six (6) on-street parking spaces located within the area of such property (“Property”); and

WHEREAS, Hill & Wood desires to use the Property; and

WHEREAS, since the Property is publicly owned, Virginia Code § 15.2-1800(B) requires conducting a legally advertised and duly held Public Hearing prior to the City divesting itself of any ownership interest in the Property.

NOW THEREFORE, BE IT ORDAINED by the Council for the City of Charlottesville, Virginia, following the conducting of the legally required Public Hearing, that the City Manager is hereby authorized to sign the following document, in form approved by the Acting City Attorney or her designee: Revocable License Agreement for Use of Public Parking Spaces to Hill & Wood Funeral Service for the above-referenced Property.

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



Agenda Date:	May 19, 2025
Action Required:	Public Hearing and Resolutions Adoptions
Presenter:	Lauren Hildebrand, Director of Utilities
Staff Contacts:	Lauren Hildebrand, Director of Utilities
Title:	Public Hearing and four (4) Resolutions for VDOT Subordination of Rights Agreements (Belvedere and Brookhill Subdivisions)

Background

The City of Charlottesville, Virginia ("City"), has acquired multiple public utility easements to serve natural gas to new homes in the Belvedere and Brookhill subdivisions in Albemarle County, Virginia. In the sequence of construction, the gas line must be installed prior to the pavement of the road. Once the road section of the development is complete, the developer seeks VDOT acceptance for their public roads into the Virginia Department of Transportation's ("VDOT") secondary highway system.

Discussion

The attached Agreements propose to subordinate the City's easement rights within the rights-of-way to VDOT's roadway maintenance. The natural gas facilities will continue to be owned and maintained by the City, even after the easement is subordinated to the Commonwealth of Virginia. The City's natural gas facilities are required to remain in their present locations, and if any of the streets cease to be part of VDOT's secondary highway system, the gas line easement in that street will revert to the City.

This item supports City Council's vision and contributes to the Strategic Outcome Area of Organizational Excellence.

Alignment with City Council's Vision and Strategic Plan

This item has no budgetary impact.

Community Engagement

Following conducting the Public Hearing as legally required by Virginia Code Section 15.2-1800(B), City Staff recommends City Council adopt the attached Resolutions subordinating the City's easement rights within the rights-of-way to VDOT's roadway maintenance.

Budgetary Impact

"I move adoption of the attached Resolutions subordinating the City's easement rights within the rights-of-way to VDOT's roadway maintenance in the Belvedere and Brookhill subdivisions."

Recommendation

Staff recommends the approval of the attached resolutions and agreements.

Alternatives

If the resolutions are not approved, the Virginia Department of Transportation will not accept the roadways into its secondary highway system.

Attachments

1. Resolution - Belvedere 2A
2. Subordination_of_Rights_Agreement_Belvedere 2A
3. Resolution - Belvedere 2B
4. Subordination_of_Rights_Agreement_Belvedere 2B
5. Resolution - Belvedere 5A
6. Subordination_of_Rights_Agreement_Belvedere 5A
7. Resolution - Brookhill
8. Subordination_of_Rights_Agreement_Brookhill 9-11



RESOLUTION #R-__-__
APPROVING A REQUEST FOR SUBORDINATION OF RIGHTS OF
CERTAIN GAS EASEMENTS LOCATED IN BELVEDERE SUBDIVISION-2A

WHEREAS, the developers of the Belvedere Subdivision (“Developers”) previously granted gas line easements (“Easements”) to the City, over and across land within the public rights of way for Farrow Drive, Dabney Grove, Colbert Street, Barnett Street, Griffen Grove, and Shelton Street, and more particularly described in Inst# 201400005708 recorded Albemarle County, Virginia, and;

WHEREAS, the Developers wish to have these public rights of way accepted into Virginia’s secondary highway system; and

WHEREAS, the Virginia Department of Transportation has provided the Subordination of Rights Agreement to subordinate the City’s Easements below state maintenance of the roadways; and

WHEREAS, the City’s Department of Utilities recommended that the Developer’s request can be accommodated, so long as the City’s gas lines will be allowed to remain;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that, a Subordination of Rights Agreement between the Virginia Department of Transportation and the City of Charlottesville is hereby approved.

Date Adopted:

Certified: _____
Clerk of Council



**LAND USE PERMIT
APPENDIX 12**

Subordination of Rights Agreement

Belvedere 2A

(For new public roads intended for maintenance by the Virginia Department of Transportation)

THIS AGREEMENT, made and entered by and between the City of Charlottesville, Virginia, a municipal corporation and political subdivision of the Commonwealth of Virginia (hereinafter “GRANTOR”), and the Commonwealth of Virginia, Department of Transportation (hereinafter “GRANTEE”);

WITNESSETH:

WHEREAS, the GRANTOR has permitted a motor vehicle road and road right of way, inclusive of other ancillary public use facilities (sidewalks, etc.), all hereinafter called “roadway,” to cross and coexist with a right of way easement GRANTOR holds for constructing, maintaining, operating, altering, repairing, inspecting, protecting, removing, and replacing certain natural gas or petrochemical transmission line(s) or distribution line(s), or both, that it operates; and

WHEREAS, the GRANTOR and GRANTEE mutually recognize the needs of the other, their respective roles, and find it desirable to cooperate in the shared use of the land in a manner that ensures the rights of the GRANTOR and the travelling public are adequately protected and public safety is assured;

NOW THEREFORE, for and in consideration of the sum of one dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, and subject to the terms, conditions and reservations set forth hereinafter, the GRANTOR, hereby agrees that it’s rights shall be subordinate to the surface transportation rights of the citizens of the Commonwealth to use the roadway, represented by the GRANTEE or such other public road officials as may have jurisdictional authority over the public roadway to the extent the public roadway co-exists with the GRANTOR’s easement, defined as that part of its easement crossing or encroaching within the right of way of Farrow Drive, Dabney Grove, Colbert Street, Barnett Street, Griffen Grove, and Shelton Street, located approximately one (1) mile from its intersection with the nearest existing State Route 631 and Belvedere Blvd, and situated in the Belvedere Subdivision Phase 2A in Albemarle County, Virginia.

Subject to the terms and conditions hereof, the GRANTOR reserves unto itself, its successors, and assigns all of the rights and privileges established under its easement, granted the 18th day of June, 2014, and filed in the clerk’s office of the Circuit Court of Albemarle County, Virginia; indexed as instrument number 201400005708 (the “Easement”).

The subordination herein granted shall become effective at such time as the GRANTEE accepts this document and the Virginia Department of Transportation has issued a remain In Place Land Use Permit to the GRANTOR for its facilities, it being mutually agreed that the issuance thereof shall be subject to the following provisions and conditions which shall be deemed incorporated therein and which shall be covenants running with the land under the terms of this instrument:

The GRANTOR'S facilities within the area defined above may continue to occupy the roadway in their existing condition and location, free of charge.

1. The GRANTOR hereby agrees:
 - a. To notify the Department or entity having jurisdiction over the roadway of its work events prior to their initiation, except as may be required under emergency situations, and to obtain appropriate prior authorization addressing the work to be performed within the public transportation right of way authorized by a VDOT issued Land Use Permit or such other permission or document required by an entity other than the Department having jurisdiction over said roadway and, in the event of emergency situations, to obtain said authorization as soon as possible.
 - b. That GRANTOR shall be responsible for any damage or liability whatsoever arising from GRANTOR'S maintenance and construction of its facilities within the roadway.
2. In the event that the GRANTEE requests relocation, alteration or modification of GRANTOR's facilities within the roadway, the GRANTEE shall bear the total nonbetterment cost of such relocation, alteration or modification; and the GRANTEE specifically waives any right or provision to the contrary contained in the standard form utility permit or otherwise. For purposes of this agreement, "total nonbetterment costs" is defined as the total cost of relocating, altering or modifying facilities with capacity and maximum pressure design characteristics comparable to those design characteristics of the facilities existing at the time of this agreement. In the event the GRANTEE requires such relocation, alteration and/or modification and GRANTOR wishes to replace the facilities at that time with upgraded facilities of greater design characteristics, GRANTOR shall pay such incremental costs as are attributable to the upgrade of facilities.
3. The GRANTEE, or a subsequent governmental entity having jurisdiction over the roadway, is to have and hold the roadway property described herein with the benefit of the subordination herein granted for so long as said property is maintained and used as a public street or highway open to the travelling public, but upon abandonment of said roadway, all rights, privileges, interests and easements of GRANTOR in and to the roadway property established under the aforesaid Easement filed in the Clerk's office of the Circuit Court shall revert and restore to the GRANTOR, its successors and assigns, free from such subordination of GRANTOR's rights and the subordination herein granted shall automatically terminate and become null and void without the necessity of any further action or writing; and, in such event, the GRANTEE shall, upon being requested in writing to do so by GRANTOR, its successors and assigns, promptly execute and deliver to GRANTOR, free of charge, an appropriate document, in suitable form for recording in the aforesaid Clerk's office, which confirms the termination, surrender and release of the subordination herein granted.
4. In the event of a conflict or inconsistency between the terms and conditions of this instrument and those contained in any permit, authorization or other document issued or executed by the parties hereto, their successors and assigns, with respect to GRANTOR's facilities located in the roadway or work thereon, the terms and conditions of this instrument shall govern.
5. This instrument shall be binding upon and accrue to the benefit of the GRANTOR and the GRANTEE, and each of their respective successors and assigns.

IN WITNESS WHEREOF, the GRANTOR causes its name to be assigned hereto by its appropriate office, all after due authorization, to become effective as of the date accepted and signed by duly authorized officers of the local government and the Department.

GRANTOR: _____

By: _____
(Name and Title) Date

COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF _____, to wit:

(Name) _____, acknowledged the foregoing instrument before me this _____ day of _____, _____

NOTARY PUBLIC Notary registration number

My commission expires: _____

GRANTEE: _____
ACCEPTED _____ Date _____
(VDOT Commissioner, Maintenance Division Administrator,
or Authorized Official)

COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF _____, to wit:

(Name) _____, acknowledged the foregoing instrument before me this _____ day of _____, _____

NOTARY PUBLIC Notary registration number

My commission expires: _____



RESOLUTION #R-__-__
APPROVING A REQUEST FOR SUBORDINATION OF RIGHTS OF
CERTAIN GAS EASEMENTS LOCATED IN BELVEDERE SUBDIVISION-2B

WHEREAS, the developers of the Belvedere Subdivision (“Developers”) previously granted gas line easements (“Easements”) to the City, over and across land within the public rights of way for Belvedere Boulevard, Barnett Street, Shelton Street, Fowler Street, and Farrow Drive and more particularly described in Inst# 201900000098 recorded Albemarle County, Virginia, and;

WHEREAS, the Developers wish to have these public rights of way accepted into Virginia’s secondary highway system; and

WHEREAS, the Virginia Department of Transportation has provided the Subordination of Rights Agreement to subordinate the City’s Easements below state maintenance of the roadways; and

WHEREAS, the City’s Department of Utilities recommended that the Developer’s request can be accommodated, so long as the City’s gas lines will be allowed to remain;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that, a Subordination of Rights Agreement between the Virginia Department of Transportation and the City of Charlottesville is hereby approved.

Date Adopted:

Certified: _____
Clerk of Council



**LAND USE PERMIT
APPENDIX 12**

Subordination of Rights Agreement

Belvedere 2B

(For new public roads intended for maintenance by the Virginia Department of Transportation)

THIS AGREEMENT, made and entered by and between the City of Charlottesville, Virginia, a municipal corporation and political subdivision of the Commonwealth of Virginia (hereinafter “GRANTOR”), and the Commonwealth of Virginia, Department of Transportation (hereinafter “GRANTEE”);

WITNESSETH:

WHEREAS, the GRANTOR has permitted a motor vehicle road and road right of way, inclusive of other ancillary public use facilities (sidewalks, etc.), all hereinafter called “roadway,” to cross and coexist with a right of way easement GRANTOR holds for constructing, maintaining, operating, altering, repairing, inspecting, protecting, removing, and replacing certain natural gas or petrochemical transmission line(s) or distribution line(s), or both, that it operates; and

WHEREAS, the GRANTOR and GRANTEE mutually recognize the needs of the other, their respective roles, and find it desirable to cooperate in the shared use of the land in a manner that ensures the rights of the GRANTOR and the travelling public are adequately protected and public safety is assured;

NOW THEREFORE, for and in consideration of the sum of one dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, and subject to the terms, conditions and reservations set forth hereinafter, the GRANTOR, hereby agrees that it’s rights shall be subordinate to the surface transportation rights of the citizens of the Commonwealth to use the roadway, represented by the GRANTEE or such other public road officials as may have jurisdictional authority over the public roadway to the extent the public roadway co-exists with the GRANTOR’s easement, defined as that part of its easement crossing or encroaching within the right of way of Belvedere Boulevard, Barnett Street, Shelton Street, Fowler Street, and Farrow Drive, located approximately one (1) mile from its intersection with the nearest existing State Route 631 and Belvedere Boulevard, and situated in the Belvedere Subdivision Phase 2B in Albemarle County, Virginia.

Subject to the terms and conditions hereof, the GRANTOR reserves unto itself, its successors, and assigns all of the rights and privileges established under its easement, granted the 4th day of January, 2019, and filed in the clerk’s office of the Circuit Court of Albemarle County, Virginia; indexed as instrument number 201900000098 (the “Easement”).

The subordination herein granted shall become effective at such time as the GRANTEE accepts this document and the Virginia Department of Transportation has issued a remain In Place Land Use Permit to the GRANTOR for its facilities, it being mutually agreed that the issuance thereof shall be subject to the following provisions and conditions which shall be deemed incorporated therein and which shall be covenants running with the land under the terms of this instrument:

The GRANTOR'S facilities within the area defined above may continue to occupy the roadway in their existing condition and location, free of charge.

1. The GRANTOR hereby agrees:
 - a. To notify the Department or entity having jurisdiction over the roadway of its work events prior to their initiation, except as may be required under emergency situations, and to obtain appropriate prior authorization addressing the work to be performed within the public transportation right of way authorized by a VDOT issued Land Use Permit or such other permission or document required by an entity other than the Department having jurisdiction over said roadway and, in the event of emergency situations, to obtain said authorization as soon as possible.
 - b. That GRANTOR shall be responsible for any damage or liability whatsoever arising from GRANTOR'S maintenance and construction of its facilities within the roadway.
2. In the event that the GRANTEE requests relocation, alteration or modification of GRANTOR's facilities within the roadway, the GRANTEE shall bear the total nonbetterment cost of such relocation, alteration or modification; and the GRANTEE specifically waives any right or provision to the contrary contained in the standard form utility permit or otherwise. For purposes of this agreement, "total nonbetterment costs" is defined as the total cost of relocating, altering or modifying facilities with capacity and maximum pressure design characteristics comparable to those design characteristics of the facilities existing at the time of this agreement. In the event the GRANTEE requires such relocation, alteration and/or modification and GRANTOR wishes to replace the facilities at that time with upgraded facilities of greater design characteristics, GRANTOR shall pay such incremental costs as are attributable to the upgrade of facilities.
3. The GRANTEE, or a subsequent governmental entity having jurisdiction over the roadway, is to have and hold the roadway property described herein with the benefit of the subordination herein granted for so long as said property is maintained and used as a public street or highway open to the travelling public, but upon abandonment of said roadway, all rights, privileges, interests and easements of GRANTOR in and to the roadway property established under the aforesaid Easement filed in the Clerk's office of the Circuit Court shall revert and restore to the GRANTOR, its successors and assigns, free from such subordination of GRANTOR's rights and the subordination herein granted shall automatically terminate and become null and void without the necessity of any further action or writing; and, in such event, the GRANTEE shall, upon being requested in writing to do so by GRANTOR, its successors and assigns, promptly execute and deliver to GRANTOR, free of charge, an appropriate document, in suitable form for recording in the aforesaid Clerk's office, which confirms the termination, surrender and release of the subordination herein granted.
4. In the event of a conflict or inconsistency between the terms and conditions of this instrument and those contained in any permit, authorization or other document issued or executed by the parties hereto, their successors and assigns, with respect to GRANTOR's facilities located in the roadway or work thereon, the terms and conditions of this instrument shall govern.
5. This instrument shall be binding upon and accrue to the benefit of the GRANTOR and the GRANTEE, and each of their respective successors and assigns.

IN WITNESS WHEREOF, the GRANTOR causes its name to be assigned hereto by its appropriate office, all after due authorization, to become effective as of the date accepted and signed by duly authorized officers of the local government and the Department.

GRANTOR: _____

By: _____
(Name and Title) Date

COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF _____, to wit:

(Name) _____, acknowledged the foregoing instrument before me this _____ day of _____, _____

NOTARY PUBLIC Notary registration number

My commission expires: _____

GRANTEE: _____
ACCEPTED _____ Date _____
(VDOT Commissioner, Maintenance Division Administrator,
or Authorized Official)

COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF _____, to wit:

(Name) _____, acknowledged the foregoing instrument before me this _____ day of _____, _____

NOTARY PUBLIC Notary registration number

My commission expires: _____



RESOLUTION #R-__ - __
APPROVING A REQUEST FOR SUBORDINATION OF RIGHTS OF
CERTAIN GAS EASEMENTS LOCATED IN BELVEDERE SUBDIVISION-5A

WHEREAS, the developers of the Belvedere Subdivision (“Developers”) previously granted gas line easements (“Easements”) to the City, over and across land within the public rights of way for Fowler Street and Fowler Circle and more particularly described in Inst# 202200002859 recorded Albemarle County, Virginia, and;

WHEREAS, the Developers wish to have these public rights of way accepted into Virginia’s secondary highway system; and

WHEREAS, the Virginia Department of Transportation has provided the Subordination of Rights Agreement to subordinate the City’s Easements below state maintenance of the roadways; and

WHEREAS, the City’s Department of Utilities recommended that the Developer’s request can be accommodated, so long as the City’s gas lines will be allowed to remain;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that, a Subordination of Rights Agreement between the Virginia Department of Transportation and the City of Charlottesville is hereby approved.

Date Adopted:

Certified: _____
Clerk of Council



**LAND USE PERMIT
APPENDIX 12**

Subordination of Rights Agreement

Belvedere 5A

(For new public roads intended for maintenance by the Virginia Department of Transportation)

THIS AGREEMENT, made and entered by and between the City of Charlottesville, Virginia, a municipal corporation and political subdivision of the Commonwealth of Virginia (hereinafter “GRANTOR”), and the Commonwealth of Virginia, Department of Transportation (hereinafter “GRANTEE”);

WITNESSETH:

WHEREAS, the GRANTOR has permitted a motor vehicle road and road right of way, inclusive of other ancillary public use facilities (sidewalks, etc.), all hereinafter called “roadway,” to cross and coexist with a right of way easement GRANTOR holds for constructing, maintaining, operating, altering, repairing, inspecting, protecting, removing, and replacing certain natural gas or petrochemical transmission line(s) or distribution line(s), or both, that it operates; and

WHEREAS, the GRANTOR and GRANTEE mutually recognize the needs of the other, their respective roles, and find it desirable to cooperate in the shared use of the land in a manner that ensures the rights of the GRANTOR and the travelling public are adequately protected and public safety is assured;

NOW THEREFORE, for and in consideration of the sum of one dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, and subject to the terms, conditions and reservations set forth hereinafter, the GRANTOR, hereby agrees that it’s rights shall be subordinate to the surface transportation rights of the citizens of the Commonwealth to use the roadway, represented by the GRANTEE or such other public road officials as may have jurisdictional authority over the public roadway to the extent the public roadway co-exists with the GRANTOR’s easement, defined as that part of its easement crossing or encroaching within the right of way of Fowler Street and Fowler Circle, located approximately one (1) mile from its intersection with the nearest existing State Route 631 – Rio Road, and situated in the Belvedere Subdivision Phase 5A in Albemarle County, Virginia.

Subject to the terms and conditions hereof, the GRANTOR reserves unto itself, its successors, and assigns all of the rights and privileges established under its easement, granted the 7th day of March, 2022, and filed in the clerk’s office of the Circuit Court of Albemarle County, Virginia; indexed as instrument number 202200002859 (the “Easement”).

The subordination herein granted shall become effective at such time as the GRANTEE accepts this document and the Virginia Department of Transportation has issued a remain In Place Land Use Permit to the GRANTOR for its facilities, it being mutually agreed that the issuance thereof shall be subject to the following provisions and conditions which shall be deemed incorporated therein and which shall be covenants running with the land under the terms of this instrument:

The GRANTOR'S facilities within the area defined above may continue to occupy the roadway in their existing condition and location, free of charge.

1. The GRANTOR hereby agrees:
 - a. To notify the Department or entity having jurisdiction over the roadway of its work events prior to their initiation, except as may be required under emergency situations, and to obtain appropriate prior authorization addressing the work to be performed within the public transportation right of way authorized by a VDOT issued Land Use Permit or such other permission or document required by an entity other than the Department having jurisdiction over said roadway and, in the event of emergency situations, to obtain said authorization as soon as possible.
 - b. That GRANTOR shall be responsible for any damage or liability whatsoever arising from GRANTOR'S maintenance and construction of its facilities within the roadway.
2. In the event that the GRANTEE requests relocation, alteration or modification of GRANTOR's facilities within the roadway, the GRANTEE shall bear the total nonbetterment cost of such relocation, alteration or modification; and the GRANTEE specifically waives any right or provision to the contrary contained in the standard form utility permit or otherwise. For purposes of this agreement, "total nonbetterment costs" is defined as the total cost of relocating, altering or modifying facilities with capacity and maximum pressure design characteristics comparable to those design characteristics of the facilities existing at the time of this agreement. In the event the GRANTEE requires such relocation, alteration and/or modification and GRANTOR wishes to replace the facilities at that time with upgraded facilities of greater design characteristics, GRANTOR shall pay such incremental costs as are attributable to the upgrade of facilities.
3. The GRANTEE, or a subsequent governmental entity having jurisdiction over the roadway, is to have and hold the roadway property described herein with the benefit of the subordination herein granted for so long as said property is maintained and used as a public street or highway open to the travelling public, but upon abandonment of said roadway, all rights, privileges, interests and easements of GRANTOR in and to the roadway property established under the aforesaid Easement filed in the Clerk's office of the Circuit Court shall revert and restore to the GRANTOR, its successors and assigns, free from such subordination of GRANTOR's rights and the subordination herein granted shall automatically terminate and become null and void without the necessity of any further action or writing; and, in such event, the GRANTEE shall, upon being requested in writing to do so by GRANTOR, its successors and assigns, promptly execute and deliver to GRANTOR, free of charge, an appropriate document, in suitable form for recording in the aforesaid Clerk's office, which confirms the termination, surrender and release of the subordination herein granted.
4. In the event of a conflict or inconsistency between the terms and conditions of this instrument and those contained in any permit, authorization or other document issued or executed by the parties hereto, their successors and assigns, with respect to GRANTOR's facilities located in the roadway or work thereon, the terms and conditions of this instrument shall govern.
5. This instrument shall be binding upon and accrue to the benefit of the GRANTOR and the GRANTEE, and each of their respective successors and assigns.

IN WITNESS WHEREOF, the GRANTOR causes its name to be assigned hereto by its appropriate office, all after due authorization, to become effective as of the date accepted and signed by duly authorized officers of the local government and the Department.

GRANTOR: _____

By: _____
(Name and Title) Date

COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF _____, to wit:

(Name) _____, acknowledged the foregoing instrument before me this _____ day of _____, _____

NOTARY PUBLIC Notary registration number

My commission expires: _____

GRANTEE: _____
ACCEPTED _____ Date _____
(VDOT Commissioner, Maintenance Division Administrator,
or Authorized Official)

COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF _____, to wit:

(Name) _____, acknowledged the foregoing instrument before me this _____ day of _____, _____

NOTARY PUBLIC Notary registration number

My commission expires: _____



RESOLUTION #R-__-__
APPROVING A REQUEST FOR SUBORDINATION OF RIGHTS OF
CERTAIN GAS EASEMENTS LOCATED IN BROOKHILL SUBDIVISION 9-11

WHEREAS, the developers of the Brookhill Subdivision (“Developers”) previously granted gas line easements (“Easements”) to the City, over and across land within the public rights of way for Flora Lane, Flora Court, and Koch Court and more particularly described in Inst# 202200000894 recorded Albemarle County, Virginia, and;

WHEREAS, the Developers wish to have these public rights of way accepted into Virginia’s secondary highway system; and

WHEREAS, the Virginia Department of Transportation has provided the Subordination of Rights Agreement to subordinate the City’s Easements below state maintenance of the roadways; and

WHEREAS, the City’s Department of Utilities recommended that the Developer’s request can be accommodated, so long as the City’s gas lines will be allowed to remain;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that, a Subordination of Rights Agreement between the Virginia Department of Transportation and the City of Charlottesville is hereby approved.

Date Adopted:

Certified: _____
Clerk of Council



**LAND USE PERMIT
APPENDIX 12**

Subordination of Rights Agreement

Brookhill Blocks 9-11

(For new public roads intended for maintenance by the Virginia Department of Transportation)

THIS AGREEMENT, made and entered by and between the City of Charlottesville, Virginia, a municipal corporation and political subdivision of the Commonwealth of Virginia (hereinafter “GRANTOR”), and the Commonwealth of Virginia, Department of Transportation (hereinafter “GRANTEE”);

WITNESSETH:

WHEREAS, the GRANTOR has permitted a motor vehicle road and road right of way, inclusive of other ancillary public use facilities (sidewalks, etc.), all hereinafter called “roadway,” to cross and coexist with a right of way easement GRANTOR holds for constructing, maintaining, operating, altering, repairing, inspecting, protecting, removing, and replacing certain natural gas or petrochemical transmission line(s) or distribution line(s), or both, that it operates; and

WHEREAS, the GRANTOR and GRANTEE mutually recognize the needs of the other, their respective roles, and find it desirable to cooperate in the shared use of the land in a manner that ensures the rights of the GRANTOR and the travelling public are adequately protected and public safety is assured;

NOW THEREFORE, for and in consideration of the sum of one dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, and subject to the terms, conditions and reservations set forth hereinafter, the GRANTOR, hereby agrees that it’s rights shall be subordinate to the surface transportation rights of the citizens of the Commonwealth to use the roadway, represented by the GRANTEE or such other public road officials as may have jurisdictional authority over the public roadway to the extent the public roadway co-exists with the GRANTOR’s easement, defined as that part of its easement crossing or encroaching within the rights of way of Flora Lane, Flora Court and Koch Court, located approximately three-quarters (3/4) of a mile from the intersection of the existing State Route 643 – and US-29, and situated in the Brookhill Subdivision Blocks 9-11 in Albemarle County, Virginia.

Subject to the terms and conditions hereof, the GRANTOR reserves unto itself, its successors, and assigns all of the rights and privileges established under its easement, granted the 21st day of January, 2022, and filed in the clerk’s office of the Circuit Court of Albemarle County, Virginia; indexed as instrument number 202200000894 (the “Easement”).

The subordination herein granted shall become effective at such time as the GRANTEE accepts this document and the Virginia Department of Transportation has issued a remain In Place Land Use Permit to the GRANTOR for its facilities, it being mutually agreed that the issuance thereof shall be subject to the following provisions and conditions which shall be deemed incorporated therein and which shall be covenants running with the land under the terms of this instrument:

The GRANTOR'S facilities within the area defined above may continue to occupy the roadway in their existing condition and location, free of charge.

1. The GRANTOR hereby agrees:
 - a. To notify the Department or entity having jurisdiction over the roadway of its work events prior to their initiation, except as may be required under emergency situations, and to obtain appropriate prior authorization addressing the work to be performed within the public transportation right of way authorized by a VDOT issued Land Use Permit or such other permission or document required by an entity other than the Department having jurisdiction over said roadway and, in the event of emergency situations, to obtain said authorization as soon as possible.
 - b. That GRANTOR shall be responsible for any damage or liability whatsoever arising from GRANTOR'S maintenance and construction of its facilities within the roadway.
2. In the event that the GRANTEE requests relocation, alteration or modification of GRANTOR's facilities within the roadway, the GRANTEE shall bear the total nonbetterment cost of such relocation, alteration or modification; and the GRANTEE specifically waives any right or provision to the contrary contained in the standard form utility permit or otherwise. For purposes of this agreement, "total nonbetterment costs" is defined as the total cost of relocating, altering or modifying facilities with capacity and maximum pressure design characteristics comparable to those design characteristics of the facilities existing at the time of this agreement. In the event the GRANTEE requires such relocation, alteration and/or modification and GRANTOR wishes to replace the facilities at that time with upgraded facilities of greater design characteristics, GRANTOR shall pay such incremental costs as are attributable to the upgrade of facilities.
3. The GRANTEE, or a subsequent governmental entity having jurisdiction over the roadway, is to have and hold the roadway property described herein with the benefit of the subordination herein granted for so long as said property is maintained and used as a public street or highway open to the travelling public, but upon abandonment of said roadway, all rights, privileges, interests and easements of GRANTOR in and to the roadway property established under the aforesaid Easement filed in the Clerk's office of the Circuit Court shall revert and restore to the GRANTOR, its successors and assigns, free from such subordination of GRANTOR's rights and the subordination herein granted shall automatically terminate and become null and void without the necessity of any further action or writing; and, in such event, the GRANTEE shall, upon being requested in writing to do so by GRANTOR, its successors and assigns, promptly execute and deliver to GRANTOR, free of charge, an appropriate document, in suitable form for recording in the aforesaid Clerk's office, which confirms the termination, surrender and release of the subordination herein granted.
4. In the event of a conflict or inconsistency between the terms and conditions of this instrument and those contained in any permit, authorization or other document issued or executed by the parties hereto, their successors and assigns, with respect to GRANTOR's facilities located in the roadway or work thereon, the terms and conditions of this instrument shall govern.
5. This instrument shall be binding upon and accrue to the benefit of the GRANTOR and the GRANTEE, and each of their respective successors and assigns.

IN WITNESS WHEREOF, the GRANTOR causes its name to be assigned hereto by its appropriate office, all after due authorization, to become effective as of the date accepted and signed by duly authorized officers of the local government and the Department.

GRANTOR: _____

By: _____
(Name and Title) Date

COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF _____, to wit:

(Name) _____, acknowledged the foregoing instrument before me this _____ day of _____, _____

NOTARY PUBLIC Notary registration number

My commission expires: _____

GRANTEE: _____
ACCEPTED _____ Date _____
(VDOT Commissioner, Maintenance Division Administrator,
or Authorized Official)

COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF _____, to wit:

(Name) _____, acknowledged the foregoing instrument before me this _____ day of _____, _____

NOTARY PUBLIC Notary registration number

My commission expires: _____

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



Agenda Date:	May 19, 2025
Action Required:	Approval of Appropriation for \$150,000 from Virginia Department of Criminal Justice Services Operation Ceasefire Grant - Local Law Enforcement.
Presenter:	Holly Bittle, Budget and Management Analyst, Michael Kochis, Police Chief
Staff Contacts:	Holly Bittle, Budget and Management Analyst
Title:	Resolution to appropriate \$150,000 from the Virginia Department of Criminal Justice Services Operation Ceasefire Grant Program (2nd reading)

Background

The Virginia Department of Criminal Justice Services' ("DCJS") Virginia Operation Ceasefire Grant Program ("Program") for Forensic and Analytical Technology for Local Law Enforcement initiative is to support the use of technology that will result in reducing violent crime within the Commonwealth, while implementing effective and sustainable solutions to intercept and eliminate local cycles of violence. Projects funded under this Program support local initiatives to fight violent crime by providing resources for law enforcement.

Discussion

The Charlottesville Police Department ("CPD") is committed to improving the quality of life of those who live, work and visit the City of Charlottesville, Virginia ("City").

If appropriated, CPD proposes using the \$150,000 in Grant funds awarded by DCJS, to procure and deploy Peregrine's Ascent and Legacy Data packages for one (1) year. This will include on-site training, system configuration, ongoing technical support, and a dedicated Deployment Strategist. Once implemented, it will integrate over nine (9) separate systems onto one (1) unified platform to increase operational efficiency; allow CPD to pursue real-time policing and crime data management; allow CPD Staff to develop more in-depth geospatial analytics; and automatically connect relevant case information from several different platforms.

Notification of the Award Approval was received on March 28, 2025, for reimbursement of up to \$150,000.00. The Grant period starts on July 1, 2025, and ends on June 30, 2026.

Alignment with City Council's Vision and Strategic Plan

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

Community Engagement

The requested Grant funds will allow CPD Staff to increase operational efficiency to better safeguard the community.

Budgetary Impact

This has no impact on the City's General Fund. No local match is required. The funds will be expensed and reimbursed to a Grants Fund.

Recommendation

CPD Staff recommends approval and appropriation of the Grant funds.

Alternatives

If Grant funds are not appropriated, CPD will be unable to purchase and implement this type of new platform to increase operational efficiency, without funding from the City's General Fund.

Attachments

1. Resolution Virginia DCJS OCGP Grant Appropriation

**RESOLUTION APPROPRIATING FUNDS FOR
Virginia Department of Criminal Justice Services**

**FY 25 Operation Ceasefire Grant Program (OCGP) Forensic and Analytical Technology
for Local Law Enforcement**

Award #: 547779

\$150,000

WHEREAS, the Virginia Department of Criminal Justice Services awarded a grant to the Police Department, through the City of Charlottesville, through the Operation Ceasefire Grant Program: Forensic and Analytical Technology for Local Law Enforcement to procure and deploy Peregrine's Ascent and Legacy Data packages for one year;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that a total of \$150,000.00 be appropriated in the following manner:

Revenues – \$150,000

\$150,000 Fund: 209 Internal Order 1900588 G/L Account: 430110

Expenditures – \$150,000

\$150,000 Fund: 209 Internal Order 1900588 G/L Account: 530060

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the reimbursement of funds or goods as supplied from the Virginia Department of Criminal Justice Services Operation Ceasefire Grant Program: Forensic and Analytical Technology for Local Law Enforcement;

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



Agenda Date:	May 19, 2025
Action Required:	It is requested that City Council endorse the 2025 ADA Transition Plan Update for its use in the upcoming FY26 fiscal year and application to our Title II obligations.
Presenter:	Paul Rudacille, ADA Coordinator
Staff Contacts:	Desiree Foster-Jackson Paul Rudacille, ADA Coordinator
Title:	Second Presentation of the 2025 ADA Transition Plan Update - Endorsement by resolution requested

Background

This ADA Transition Plan Update is being prepared to enhance the prior ADA Transition Plans completed in 1995 and 2013 for the City of Charlottesville, focusing on fulfilling the requirements outlined in Title II of the Americans with Disabilities Act. The ADA states that a public entity must reasonably modify its policies, practices, or procedures to avoid discrimination against people with disabilities. This report will help the City of Charlottesville identify any existing physical barriers, including those identified in prior ADA Transition Plans, and develop solutions to remove them, thereby facilitating access for all individuals to our right-of-way, facilities, programs, and activities.

Due to the size of the ADA Transition Update Plan document, please go to the ADA Coordinator's Self-Evaluation and Transition Plan Update web page at: <https://www.charlottesville.gov/1729/ADA-Self-Evaluation-and-Transition-Plan>. There you will find the document, its certification of ADA accessibility, and other resources about the update process.

Discussion

The Americans with Disabilities Act (ADA) is a comprehensive civil rights law that protects individuals with disabilities in employment and when accessing goods and services. The ADA states that its purpose is to provide a "clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities." Upon passing the ADA in 1990, the City conducted another self-evaluation and created its 1995 Transition Plan. Subsequently, in 2013, the City approved an update of the 1995 plan that focused on providing descriptions of the process by which facilities were evaluated for compliance with the ADA, presenting the findings of that evaluation, and providing recommendations for facility improvements.

The City of Charlottesville, as a local government, must adhere to Title II of the Americans with Disabilities Act, which requires state and local governments to provide people with disabilities with an equal opportunity to benefit from all their programs. This includes ensuring the City effectively communicates with people who have disabilities, making reasonable accommodations to policies, practices, and procedures to ensure that a person with a disability can access its programs, services, or activities, to allow service animals to be with their person, ensuring that individuals with

disabilities are not excluded from programs because the buildings or facilities are inaccessible to them, and to follow standards for physical accessibility when building or altering a building facility. [Source: <https://www.ada.gov/topics/title-ii/>]

Specific for ADA Transition Plans, 28 CFR 35.150(d) states that ADA Transition Plans must, at a minimum: (1) Identify physical obstacles in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities; (2) Describe in detail the methods that will be used to make the facilities accessible; (3) Specify the schedule for taking the steps necessary to achieve compliance with this section and, if the time period of the transition plan is longer than one year, identify steps that will be taken during each year of the transition period; and (4) Indicate the official responsible for implementation of the plan [Source: [https://www.ecfr.gov/current/title-28/part-35/section-35.150#p-35.150\(d\)](https://www.ecfr.gov/current/title-28/part-35/section-35.150#p-35.150(d))].

Currently, roughly 11.1% of Charlottesville's population has a disability. This does not include members of our community who may have temporary disabilities or those who, due to medical concerns or natural aging, may also require additional accessibility considerations. To continue to foster a Culture of Compliance, in April 2023, the City of Charlottesville awarded Precision Infrastructure Management (PIM) a professional services contract to conduct an updated self-evaluation and deliver an ADA Transition Plan update, ensuring the City continues to move toward full ADA compliance under its Title II obligations.

During the April 7, 2025, City Council Meeting, the City ADA Coordinator and a representative from Performance Infrastructure Management presented an informational update on drafting the City's ADA Transition Plan Update Document. The goal of this presentation was to gather critical feedback and questions on the draft document from the elected body and the public. A period of public comment was open from April 7, 2025, to April 16, 2025, to gather more feedback. Our internal communications team and local television media partners publicized this period. All submitted feedback was taken into account and incorporated where appropriate to create this second document, which will be presented to the Council for their consideration. [To review the April 7, 2025, meeting's agenda memorandum and video, please go to the following web link: <https://charlottesvilleva.portal.civicclerk.com/event/2284/files>]. **Due to the size of the ADA Transition Update Plan document, please go to the ADA Coordinator's Self-Evaluation and Transition Plan Update web page at: <https://www.charlottesville.gov/1729/ADA-Self-Evaluation-and-Transition-Plan>. There you will find the document, its certification of ADA accessibility, and other resources about the update process.** The update document provides updated information on barriers and gives a template to the City on how to move forward to remediate such barriers to access. Funding for the first year of this work has been approved as part of the FY2026 budget process and is located in the Capital Improvement Program (CIP) portion of the budget documents for reference nested under the "Transportation and Access Projects" portion of the plan (note: funding from FY2025 will be added to the FY2026 allocation to total roughly \$1,502,842 available July 1, 2025, in the ADA Transition Plan account to begin actions on this update document barring there is no need to use the current corpus of approximately \$802,000 between this presentation and June 30, 2025, for ADA remediation work).

Once endorsed, the transition plan update document will not only serve as a recent assessment of many of the City's current accessibility gaps but also will provide a strategic roadmap for prioritizing investments and guiding the implementation of necessary accessibility improvements. By proactively addressing these barriers, the City is taking concrete steps to create a more inclusive and accessible community for everyone.

Alignment with City Council's Vision and Strategic Plan

The updated ADA Transition Plan will continue to demonstrate the City Council's commitment to implementing equitable practices and policies across all of its activities and to working towards organizational excellence.

Community Engagement

The ADA Transition Plan Update process has included multiple opportunities for community engagement and information being provided to the public:

- August 31, 2023 - 29News Coverage of ADA Transition Plan Update Process
- June 5, 2023 - Presentation at City Council's Public Meeting
- August 30, 2023 - Announcement of Transition Plan and opening of Community Engagement Survey (PIM provided access to both a longer "full" survey and an abbreviated survey to the community - this survey remained open through the first quarter of calendar year 2024)
- August 31, 2023 - 29 News Coverage of ADA Transition Plan Update Process
- September 20, 2023 - ADA Transition Plan Public Meeting
- October 29, 2023 - 29 News Coverage of ADA Transition Plan Update Process and Call for Community Input
- January 18, 2024 - Second Public Meeting for ADA Transition Plan Update held and sponsored by the Human Rights Commission
- February 23, 2024 - CBS 19 Coverage of Virtual Meeting on ADA Transition Plan Update for Community Input
- February 28, 2024 - ADA Transition Plan Progress Virtual Public Meeting hosted by the City's Americans with Disabilities Act Advisory Committee
- April 29, 2024 - CBS19 Coverage of Charlottesville looking for input on ADA Transition Plan
- April 7, 2025 - Presentation of the ADA Transition Plan Update Document Draft to Council and the Public during Council's Monday, April 7, 2025 4pm Worksession
- April 7 - April 16, 2025 - Acceptance of additional feedback on the ADA Transition Plan Update Document by members of the Community
- April 11, 2025 - Coverage by CBS19 on the ADA Transition Plan Update Draft and Sharing our Opportunity for Community Feedback

Budgetary Impact

The City Manager has proposed funding to begin implementing remediation of identified barriers in the FY2026 CIP.

Recommendation

Staff recommends that the City Council endorse the 2025 ADA Transition Plan Update by moving to vote on the attached resolution, which would codify its endorsement of the plan and contents therein.

Alternatives

City Council may determine they are unable to endorse the Update document and then may provide additional feedback for consideration.

Attachments

1. ADA Transition Plan QR Code & Hyperlink to Document
2. Resolution_ADA Transition Plan endorsement



DUE TO ITS SIZE, PLEASE ACCESS THE ADA TRANSITION
PLAN UPDATE DOCUMENT OR RIGHT OF WAY BARRIERS
ARC GIS LINK BY USING THE QR CODES BELOW OR
CLICKING THE HYPERLINK AT THE BOTTOM OF THE PAGE.

SCAN ME



 **ADA Transition Plan
Update Document**

SCAN ME



 **Right of Way
Barriers ARC GIS**

<https://www.charlottesville.gov/1729/ADA-Self-Evaluation-and-Transition-Plan>



RESOLUTION #R-__-__
TO ENDORSE AN UPDATE TO THE ADA TRANSITION PLAN FOR THE CITY

WHEREAS Title II of the Americans with Disabilities Act (ADA) applies to State and Local Government entities, protects qualified individuals with disabilities from discrimination on the basis of disability in services, programs, and activities provided by State and local government entities.

WHEREAS Title II of the ADA mandates that every public agency with more than 50 employees has an ADA Transition Plan, which describes how the City will ensure its facilities, services, programs, and activities are accessible; and

WHEREAS the City of Charlottesville thusly completed and adopted such a self-evaluation and Transition Plan in 1995, and subsequently adopted an updated self-evaluation and Transition Plan in June 2013; and

WHEREAS the City of Charlottesville has initiated a Culture of Compliance where we are firmly committed to the ADA and the elimination of barriers to public programs, services, activities and facilities; and

WHEREAS the City of Charlottesville engaged the consulting firm Precision Infrastructure Management ("PIM") to assist the City as necessary with an update of the City's 2013 ADA Transition Plan and to engage in an updated Self-Evaluation to support such a plan update; and

WHEREAS public review and input regarding the process of updating the plan and the draft version of the ADA Transition Plan Update plan has been received by the City of Charlottesville; and

WHEREAS this City Council is asked to endorse the "City of Charlottesville ADA Transition Plan Update Document" currently presented to Council at its May 5, 2025, regular meeting;

NOW, THEREFORE, BE IT RESOLVED that the Charlottesville City Council hereby endorses the updated ADA Transition Plan and directs City staff to begin implementation of the plan

Date Adopted:

Certified: _____
Clerk of Council