

City Council Meeting Agenda June 2, 2025

City Hall Council Chamber 605 E. Main St. Charlottesville, VA 22902 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

I. Call to Order/Roll Call

II. Agenda Approval

III. Reports

Report: Transportation Planning Update

5:30 PM CLOSED MEETING

By Motion: Consideration of appointment(s) to the Charlottesville Redevelopment and Housing Authority Board

6:30 PM BUSINESS SESSION

IV. Moment of Silence

V. Announcements

VI. Recognitions/Proclamations

VII. 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.

VIII. Consent Agenda* The consent agenda consists of routine, non-controversial items whereby all items

are passed with a single motion and vote. Individuals speaking during Community

Matters may address items on the Consent Agenda.

2. Minutes: May 5, 2025 regular meeting

3. Resolution: Resolution to appropriate \$7,285.76 from the Virginia Department of Social

Services to use for overtime for Medicaid unwinding (2nd reading)

4. Resolution: Resolution to appropriate \$419,279.00 in additional funding received from the

Virginia Department of Social Services to support staffing and operations (2nd

reading)

5. Resolution: Resolution to appropriate \$15,000 from NLC Southern Cities Economic Initiative

Program to use for project planning (2nd reading)

6. Resolution: Resolution to Appropriate \$266,387 in FY 24 Meadowcreek Golf Course

Surplus Funds (1 of 2 readings)

7. Resolution: Resolution to allocate \$125,350 to the Local Energy Alliance Program ("LEAP")

from the 2025 City Climate Program Support Grant and authorize the City

Manager to sign a Memorandum of Understanding

IX. City Manager Report

Report: City Manager Report

a. Report: Report on City Housing Portfolio

X. Action Items

8. Public Public Hearing and Ordinance regarding an Easement to Dominion Energy for

Hearing/Ord.: Undergrounding of Electrical Equipment at Pen Park and Quarry Rd

9. Public Public Hearing and Resolution to allocate \$12,035,000 of Capital Improvement

Hearing/Res.: Program (CIP) Contingency Funds

10. Public Ordinance to Amend and Reordain City Code Chapter 31 (Utilities) to Establish

Hearing/Ord.: New Utility Rates and Service Fees for City Gas, Water, and Sanitary Sewer (1

of 2 readings)

11. Ordinance: Ordinance to Amend and Reenact Article IX (Transient Occupancy Tax) of

Chapter 30 (Taxation) of the Code of the City of Charlottesville, Virginia (1990)

12. Resolution: Move Safely Blue Ridge Regional Safety Action Plan and East High Street

Demonstration Project Alternative Selection

a. Resolution: Resolution to adopt the Move Safely Blue Ridge Regional Safety Action

Plan

b. Resolution: Resolution selecting a Preferred Alternative Design for the East High

Street Demonstration Project

XI. General Business

13. By Motion: Approval of an Employment Agreement appointing John Maddux as

Charlottesville City Attorney

XII. Community Matters (2)

XIII. Adjournment

MEETING GUIDELINES

- 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.
- The presiding officer shall ensure that individuals address their comments to City Council at appropriate times, in accordance with the meeting agenda and Council's Rules of Procedure.
- No person who is not a member of the city council shall orally address it until leave to do so
 has been granted by the city council or until invited to do so by the mayor. (City Code sec.2-71)
- Remarks and actions that disrupt the progress of the Council meeting, and remarks from persons other than councilors, the City Manager, the City Attorney, or a presenter for an Agenda Item are not permitted.
- The presiding officer shall call an individual to order, including a councilor, when that individual
 goes afoul of these rules. The following are examples of remarks and behavior that are not
 permitted:
 - i. Interrupting a speaker who is addressing Council at the speaker's microphone, or interrupting a speaker who has otherwise been invited to address Council during Community Matters or a Public Hearing
 - ii. Interrupting a councilor who is speaking
 - iii. Shouting, and talking (either individually or in concert with others) in a manner that prevents a speaker or a Councilor from being heard or that otherwise hinders the progress of the meeting
 - iv. Blocking paths for emergency exit from the meeting room; engaging in any conduct that prevents a member of the audience from seeing or hearing councilors during a meeting; standing on chairs or tables within the Council meeting room
 - v. Threats or incitement of violence toward councilors, City staff or members of the public
 - vi. Engaging in conduct that is a criminal offense under the City Code or the Virginia Code
 - vii. Campaigning for elected office
 - viii. Promotion of private business ventures
 - ix. Using profanity or vulgarity
 - x. Personal attacks against Councilors, City staff or members of the public
 - xi. Behavior which tends to intimidate others.
- During a City Council meeting the presiding officer shall have control of the Council Chambers and the connecting halls and corridors within City Hall, and any other venue where a Council meeting is being held. In case of any conduct described above, the presiding officer may take measures deemed appropriate, including but not limited to suspending the meeting until order is restored, ordering areas to be cleared by the Sergeant at Arms, or requiring any individual to exit the meeting room and adjacent premises (connecting halls and corridors.)

Policy Briefing Summary

City Council



Regarding: Transportation Planning Update

Staff Contact(s):

Presenter: Ben Chambers, Transportation Planning Manager

Date of Proposed

Action:

June 2, 2025

Issue

Background / Rule

This presentation is an annual update on the city's ongoing efforts to manage and execute a comprehensive transportation strategy.

Analysis

Financial Impact

Recommendation

Recommended Motion (if Applicable)

Attachments

None



CHARLOTTESVILLE CITY COUNCIL MEETING MINUTES May 5, 2025 at 4:00 PM Council Chamber

The Charlottesville City Council held a regular meeting on Monday, May 5, 2025. Vice Mayor Brian Pinkston called the meeting to order, and Clerk of Council Kyna Thomas called the roll, noting four of five councilors present: Vice Mayor Brian Pinkston and Councilors Natalie Oschrin, Michael Payne and Lloyd Snook. Mayor Juandiego Wade was traveling in Winneba, Ghana, a Charlottesville Sister City.

On motion by Payne, seconded by Oschrin, Council unanimously adopted the meeting agenda.

REPORTS

1. PRESENTATION: United Way of Greater Charlottesville's Prosper Program

Ravi Cooper, United Way Greater Charlottesville President, presented a partnership opportunity: Helping Working Families PROSPER. She shared examples of program successes and provided clarification about a funding request and allocation made during the city's Vibrant Community Fund and City Budget process.

2. REPORT: Water Supply Plan Update

Ruth Emerick, Thomas Jefferson Planning District Commission (TJPDC), presented the Water Supply Plan update. Virginia Code amendments effective October 9, 2024, require regional water supply plans and TJPDC was asked to coordinate the planning effort for Middle James 1 Regional Planning Unit (RPU), which includes: Charlottesville, Albemarle, Greene, Fluvanna, Louisa, and Buckingham (including towns and Authorities).

Jennifer Whitaker, Rivanna Water and Sewer Authorities engineer, provided additional information about water demand within the Commonwealth of Virginia, and the State plan to catalog locality information and encourage cross-border agreements.

Logan Ende, Regional Planner with TJPDC, provided background information about the regional approach to water supply plans.

3. REPORT: Charlottesville Economic Development Authority Annual Report

Chris Engel, Director of Economic Development presented the Charlottesville Economic Development Authority (CEDA) Annual Report, with historical context of Industrial/Economic Development Authorities in Virginia, an overview of CEDA's history, and a review of major projects, and highlights of current focus areas.

With no closed meeting, Vice Mayor Pinkston recessed the meeting from 5:30 p.m. to 6:30 p.m.

BUSINESS SESSION

The business session of the meeting began with a moment of silence.

ANNOUNCEMENTS

Vice Mayor Pinkston announced the first full week of May as Public Service Recognition Week and Professional Municipal Clerks Week.

RECOGNITIONS/PROCLAMATIONS

- **Proclamation:** Councilor Payne presented the Letter Carriers' Stamp Out Hunger® Food Drive Day proclamation to Josh Lowry and Richard Eastman.
- **Proclamation:** Councilor Oschrin presented the Bike Month proclamation and announced a variety of events involving bicycles. She also announced a neighborhood walk in the Woolen Mills neighborhood on May 11, led by the Bicycle and Pedestrian Advisory Committee.
- **Proclamation:** Councilor Snook presented the Adult Abuse Prevention Month to members of the Social Services Department.

COMMUNITY MATTERS

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

- 1. Alicia Lenahan, city resident, made remarks about recent actions by ICE Agents on April 23, 2025, where individuals were extracted from the Albemarle Courthouse.
- 2. Rosendo Molano, city resident, presented an idea for the Lewis and Clark statue. He requested that the image of Sacagawea be recast in a standing position and placed in the original location of the statue that was removed.
- **3.** Karen Mann, resident of Scottsville and pastor in Charlottesville, spoke about immigration and the recent actions by ICE Agents on 4/23/2025, where individuals were extracted from the Albemarle Courthouse.
- **4.** Mo van de Sompel, city resident, spoke in opposition to Item #7 on the consent agenda, a resolution to appropriate \$150,000 from the Virginia Department of Criminal Justice Services Operation Ceasefire Grant Program.
- 5. John Hall, city resident, presented an idea about recycling.
- 6. Kettie Rupnik, city resident, shared concerns about speeding issues on Lankford Avenue.
- 7. Robin Hoffman, city resident, spoke about Charlottesville City Schools student art that was projected at a recent event. She expressed concern about a person she encountered on the Downtown Mall who appeared to need help. She commended police officers for following up with her about the concern.
- **8.** As a Eslocker, city resident, shared concerns about speeding issues on Lankford Avenue and the potential for
- **9.** Kevin Cox, city resident, expressed concerns about pedestrian danger at Elliot Avenue and Second Street. He requested a marked crosswalk.

CONSENT AGENDA

Clerk Thomas read the following Consent Agenda items into the record, and on motion by Snook, seconded by Payne, Council unanimously adopted the Consent Agenda (Ayes: Oschrin, Payne, Pinkston, Snook; Noes: none; Absent: Wade), moving Item #7 to the end of the meeting for discussion.

- 4. MINUTES: April 10 budget work session, April 21 regular meeting, April 24 special meeting
- **5.** RESOLUTION One-year Annual Action Plan for the City's Community Development Block Grant (CDBG) and HOME Investment Partnership Programs for Program Year 2025-26 and Associated Funding Recommendations (2nd readings)

a. Resolution: Resolution approving the City of Charlottesville Program Year 2025-2026 Oneyear Annual Action Plan for the city's CDBG and HOME programs

RESOLUTION

Approving the City of Charlottesville-Thomas Jefferson Area HOME Consortium One Year Annual Action Plan for Program Year 2025-26

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Charlottesville, Virginia, hereby approves the Charlottesville-Thomas Jefferson HOME Consortium One-Year Annual Action Plan and its submittal to HUD for final review, as presented at a public hearing before the city's Planning Commission (on 8 April 2025) and at two public hearings before City Council (on 21 April and 5 May 2025).

b. Resolution: Resolution appropriating CDBG funds anticipated to be received from the U.S. Department of Housing and Urban Development as outlined in the Program Year 2025-2026 One-year Annual Action Plan, in the approximate amount of \$438,617 (2nd reading)

RESOLUTION

Appropriation of Community Development Block Grant ("CDBG") Funds Anticipated from the U.S. Department of Housing and Urban Development for Program Year 2025-26, in the Approximate Amount \$438,617

WHEREAS the City of Charlottesville has been advised by the U.S. Department of Housing and Urban Development ("HUD") is eligible to receive an anticipated Community Development Block Grant ("CDBG") allocation for the 2025-26 program year, in the approximate amount of \$438,617; and

WHEREAS City Council has received recommendations for the expenditure of funds from the city's CDBG/HOME Taskforce, as reviewed and approved by the City's Planning Commission at a public hearing on April 8, 2025, as provided by law;

BE IT RESOLVED by the City Council of Charlottesville, Virginia, that upon receipt of anticipated CDBG funding from the U.S. Department of Housing and Urban Development, said funds are hereby appropriated to the following individual expenditure accounts in the Community Development Block Grant Fund in accordance with the respective purposes set forth; provided, however, that the City Manager is hereby authorized to transfer funds between and among such individual accounts as circumstances may require, to the extent permitted by applicable federal grant regulations, as set forth below:

Economic Development Activities

Fund	Account/Internal Order #	Funding Recommendation	Revised Award
218	1900593	CIC Entrepreneur Programs	\$25,000.00
218	1900594	LVCA Beginning Workforce Development	\$50,000.00

Subtotal, Economic Development: \$75,000.00

Public Facilities & Infrastructure Enhancements

Fund	Account/Internal Order #	Funding Recommendation	Revised Award
218	1900595	Arc of the Piedmont Shower Replacement at Shamrock Group Home	\$20,500.00

Subtotal, Public Facilities & Infrastructure: \$20,500.00

Affordable Housing Activities

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	Fund	Account/Internal Order #	Funding Recommendation	Revised Award
	218	1900592	AHIP Charlottesville Critical Home Rehabs	\$140,000.00

Subtotal, Affordable Housing: \$140,000.00

Public Services Activities

Fund	Account/Internal Order #	Funding Recommendation	Revised Award
218	1900596	PHA Financial Opportunity Center (FOC) Credit Club	\$21,342.00
218	1900597	PHAR Resident-Involved Redevelopment	\$22,618.55
218	1900598	The Haven Coordination of Community Service Providers	\$21,832.00

Subtotal, Public Services: \$65,792.55

Programmatic Funds

Fund	Account/Internal Order #	Funding Recommendation	Revised Award
218	3914001000	CDBG Planning & Admin	\$87,723.40
218	3914001000	Unallocated Reserve	\$49,601.05

Subtotal, Programmatic Funds: \$137,324.45

Total PY25 Funding Recommendations: \$438,617.00

In the event that funding received from the U.S. Department of Housing and Urban Development differs from the amounts referenced above, all appropriated amounts may be administratively increased/reduced at the same prorated percentage of change to actual funding received. No subrecipient's grant may be increased above their initial funding request without further consideration by Council.

BE IT FURTHER RESOLVED that this appropriation is conditioned upon the receipt of not less than \$438,617 in CDBG funds from the U.S. Department of Housing and Urban Development for program year 2025-26, and all subrecipient awards are also conditioned upon receipt of such funds.

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

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

c. Resolution: Resolution awarding HOME Investment Partnership Program funds anticipated to be received from the U.S. Department of Housing and Urban Development as outlined in the Program Year 2025-2026 One-year Annual Action Plan, in the approximate amount of \$83,016 (2nd reading)

RESOLUTION

Approval of HOME Investment Partnership Program Activity with Funds Anticipated from the U.S. Department of Housing and Urban Development for Program Year 2025-26, in the Approximate Amount of \$83,016

WHEREAS the City of Charlottesville ("City") has been advised by the U.S. Department of Housing and Urban Development ("HUD") that the region served by the Thomas Jefferson HOME Consortium ("TJHC)" is eligible to receive a HOME Investment Partnerships program ("HOME") allocation for the 2025-26 program year, in the approximate amount of \$651,111, of which the City is eligible to receive approximately \$83,016 to support local affordable housing ("AH") initiatives; and

WHEREAS City Council has received recommendations for the expenditure of the anticipated funds from the city's CDBG/HOME Taskforce, as reviewed and approved by the City's Planning Commission at a public hearing on May 8, 2025, as provided by law; and

WHEREAS the City of Charlottesville had in prior years appropriated local funds from the CAHF to meet HUD's 25% local match funds requirement on behalf of the members of the Thomas Jefferson HOME Consortium, the City will now certify with HUD certain CAHF-funded projects in the current program year to meet the local match funds requirement, as established through the 2025 Cooperation Agreement established between Charlottesville & Thomas Jefferson Planning District Commission ("TJPDC"), thereby significantly reducing the administrate burden on staff from both parties;

BE IT RESOLVED by the City Council of the City of Charlottesville, Virginia, that upon receipt of this anticipated HOME funding from the U.S. Department of Housing and Urban Development, that the following HOME-funded affordable housing activity is approved:

PY	Subrecipient	Funded Activity	Proposed Award
PY25	Piedmont Housing Alliance	905 Rives St. Townhomes AH	\$83,016.66

BE IT FURTHER RESOLVED that this appropriation of subrecipient award funds is conditioned upon the receipt by the City of not less than \$83,016.66 in HOME funds as the city's local share of HOME funds received by the Thomas Jefferson HOME Consortium from the U.S. Department of Housing and Urban Development for Program Year 2025-26.

If funding received from the U.S. Department of Housing and Urban Development for Program Year 2025-26 differs from the amounts referenced above, all appropriated amounts may be administratively increased/reduced at the same prorated percentage of change to actual funding received. No subrecipient's funding award may be increased above their initial funding request without further consideration by Council.

FINALLY, BE IT FURTHER RESOLVED that the funding award appropriated within this resolution will be provided as a grant to a private non-profit, charitable organization ("subrecipient") and shall be utilized by the subrecipient solely for the purpose(s) stated within their approved agreement, as approved by TJPDC staff in accordance with the 2024 Charlottesville/TJPDC Cooperation Agreement. The City Manager is hereby authorized to enter into a funding agreement with the subrecipient named herein as deemed advisable to ensure that all grant funds are expended for their intended purposes and in accordance with applicable federal and state laws and regulations.

- **6.** Resolution to appropriate Virginia Department of Criminal Justice Services Victims of Crime Act Grant Award FY25 \$123,600 (laid over)
- 7. Resolution to appropriate \$150,000 from the Virginia Department of Criminal Justice Services Operation Ceasefire Grant Program (laid over)
- **8.** Resolution to appropriate \$26,210.96 to the Charlottesville Albemarle Society for the Prevention of Cruelty to Animals ("CASPCA") (laid over)
- 9. Resolution to appropriate \$20,000 in Virginia Department of Criminal Justice Services Children's Justice Act One-Time Grant Program funds (laid over)
- 10. Resolution to refund \$115,692.68 in Business Tangible Personal Property Tax

RESOLUTION

Authorizing a Refund of \$115,692.68 to a Taxpaying Entity or Business, for Business Tangible Personal Property Tax Paid in Error for 2022 and 2023

WHEREAS, the Commissioner of the Revenue for the City of Charlottesville, Virginia ("COR"), has determined that a taxpaying entity or business paid 2022 and 2023 Business Tangible personal property Tax to the City of Charlottesville in error; and

WHEREAS, that taxpaying entity or business has requested a refund of the amount paid in error; and

WHEREAS, the COR has certified that a refund of taxes paid is due in the amount of \$115,692.68; and

WHEREAS, City Code Section 30-6(b) requires City Council approval for any tax refund exceeding \$10,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Charlottesville, Virginia, that it hereby approves this Resolution authorizing the City Treasurer to issue a refund of \$115,692.68 payable to that taxpaying entity or business.

11. Resolution to Appropriate Police Warehouse Outlet Sales Revenue to Equipment Replacement Fund (laid over)

CITY MANAGER REPORT

Deputy City Manager James Freas announced a plan to install a speed cushion or speed table on Lankford Avenue by the end of the calendar year as a test feature, with plans to make it permanent and to deploy the tested and approved mechanisms in other areas of the city.

City Manager Sanders stated that there was no update on requests for Elliot Avenue and Second Street. He expressed support and thanks to the Police Civilian Oversight Board and staff for their Town Hall held last week. Regarding staffing updates, he announced that the Human Resources Director has started, and the new City Attorney staff member will begin as the Managing Director alongside Acting City Attorney Pamela O'Berry, until completion of Virginia Bar requirements, when he will move into the role of City Attorney. Mr. Sanders acknowledged Public Service Recognition Week.

ACTION ITEMS

12. Board of Architectural Review APPEAL: Denial of Demolition Certificate of Appropriateness for 144 Chancellor Street Contributing Structure

Councilor Snook disclosed his position as a Trustee at St. Paul's Church, though he can participate in the decision on this item.

Jeffrey Werner, staff for the Board of Architectural Review (BAR), summarized the request that was denied by the BAR. The property owner of 144 Chancellor Street ("Appellant") has appealed the BAR's January 22, 2025, denial of a Certificate of Appropriateness ("CoA") to allow demolition of an approximately 20-ft x 56-ft, single-story, wood-framed structure, constructed circa 1905 as schoolhouse ("Structure"), within the 10-day period proscribed by City Code Chapter 34, Section 5.2.7.E. This structure was designated by City Council a "contributing structure" within The Corner Architectural Design Control District. Per City Code Chapter 34, Section 5.2.7.A.1.c., the demolition of a "contributing" structure requires approval of a CoA.

City staff recommended City Council render a final decision, by Resolution, to deny a CoA to allow demolition of the Structure.

Kevin Blair/Blair Company ("Applicant"), on behalf of Delta Zeta National Housing Corp., expressed dissent about several comments made at the January 2025 BAR meeting regarding intentions for demolition of the property. He asked Council to grant permission for demolition and removal of the building because of unsafe conditions.

David Timmerman, BAR Vice Chair (Chairperson on the night of the BAR decision), explained the BAR decision, recommending that the house remain intact. He noted the historic value of the building as the last-remaining one-room schoolhouse in the city and its link to other historic structures in the neighborhood. He read a passage from the guidelines used for considering demolition, and stated that the house is not beyond repair.

On motion by Councilor Snook, seconded by Oschrin, Council adopted a resolution to approve a Certificate of Appropriateness for demolition of the structure at 144 Chancellor Street, overturning the BAR denial. 3-1 (Ayes: Oschrin, Pinkston, Snook; Noes: Payne; Absent: Wade).

RESOLUTION OF APPROVAL OF A CERTIFICATE OF APPROPRIATENESS FOR DEMOLITION OF THE STRUCTURE AT 144 CHANCELLOR STREET

WHEREAS, on January 22, 2025, Kevin Blair/Blair Company ("Applicant"), on behalf of Delta Zeta National Housing Corp., the owner of certain land identified within City of Charlottesville, Virginia ("City"), real estate assessment records by Parcel Identification numbers 090109000 and currently addressed as 144 Chancellor Street ("Property"), requested a Certificate of Appropriateness ("CoA") for the demolition of the existing, single-story, framed, former schoolhouse ("Structure") on the Property ("Requested CoA"); and

WHEREAS, per City Code Chapter 34, Section 2.9.2.B.6., in 2003, the City established The Corner Architectural Design Control District ("ADC District"); and

WHEREAS, the Property is within the ADC District, and the Structure is designated a "contributing structure" within the ADC District; therefore, per City Code Chapter 34, Section 5.2.7.A.1.c., its demolition is subject to review by the City's Board of Architectural Review ("BAR") and requires approval of a CoA; and

WHEREAS, on January 22, 2025, in a Motion approved 6-0, BAR denied the Requested CoA, stating it had "considered the standards set forth within the City Code, including the ADC District Design Guidelines" and "the proposed demolition of 144 Chancellor Street [BAR #HST 25-0055] does not satisfy the BAR's criteria and its guidelines and is not compatible with this property and other properties in The Corner ADC District," and in its discussion and Motion, stating the reasons for denial; and

WHEREAS, on February 5, 2025, as permitted by City Code Chapter 34, Section 5.2.7.E.1.b. and c., the Applicant appealed to the City Council of the City of Charlottesville, Virginia ("City Council"), the BAR's denial of the Requested CoA ("Appeal"); and

WHEREAS, on April 21, 2025, per City Code Chapter 34, Section 5.2.7.E.1.d., following a review of the Appeal, the Project, and the Application, and having considered relevant information and opinions, including the BAR's determination, the City Staff Report, the City's ADC District Design Guidelines, and the City's standards for demolitions of contributing structures within ADC Districts (City Code Chapter 34, Section 5.2.7.D.1.b.,), this City Council determines the requested demolition of the Structure at the Property satisfies the design guidelines and review criteria, and is compatible with this Property.

NOW, THEREFORE, BE IT RESOLVED by City Council that, pursuant to the conditions below, a CoA is hereby approved for the requested demolition of the Structure at the Property, expressly conditioned upon the occurrence of the following before issuance of a Demolition Permit:

(1) Building will be documented thoroughly through photographs and measured drawings according to the Historic American Building Standards, information should be retained by the City's Department of Neighborhood Development Services and Virginia Department of Historic Resources.

13. PUBLIC HEARING regarding Exercise of Eminent Domain for the acquisition of right-of-way and easements in service to the East High Streetscape Project and the Barracks Emmet Streetscape Project

Michael Goddard, Deputy Director of Public Works, presented the request for exercising eminent domain for land acquisitions in service of the following two Projects the City of Charlottesville, Virginia ("City),

is performing in collaboration with the Virginia Department of Transportation:

- 1) The East High Streetscape Project includes ADA and pedestrian improvements, wider sidewalks, bike lanes, landscaping, along with upgrades to intersections for better accessibility. The East High Project will also improve stormwater management, traffic signals, and signage, as well as the undergrounding of overhead utilities.
- 2) The Barracks Emmet Streetscape Project will implement bike/pedestrian/vehicular improvements at the intersection of Barracks and Emmett Street. The Barracks Emmet Project will also install a 6' path extending up Barracks Road from the intersection to right past the Buckingham Road intersection.

Lee Cooper, Project Manager and right-of-way expert, explained the voluntary agreement and eminent domain negotiation process.

Vice Mayor Pinkston opened the public hearing.

- Mo Van de Sompel spoke in favor in order to improve East High Street and Barracks Road. With no additional speakers coming forward, the public hearing was closed.

14. RESOLUTION to Approve Exercise of Eminent Domain for the Acquisition of Right-of-Way and Easements in Service to the East High Streetscape Project and the Barracks Emmet Streetscape Project

On motion by Oschrin, seconded by Snook, Council by a vote of 4-0 approved the resolution: (Ayes: Oschrin, Payne, Pinkston, Snook; Noes: none; Absent: Wade).

A RESOLUTION AUTHORIZING THE ACQUISITION FOR PUBLIC PURPOSES BY PURCHASE OR CONDEMNATION OF REAL PROPERTY FOR THE BARRACKS ROAD AND EMMET STREETSCAPE PROJECT AND THE EAST HIGH STREETSCAPE PROJECT

WHEREAS, the City of Charlottesville, Virginia ("City"), has obtained approval to construct the Barracks Road and Emmet Streetscape Project and the East High Streetscape Project within the City that will provide intersection improvements along with sidewalk improvements for its citizens ("Projects"); and

WHEREAS, the providing of safe roadways and pedestrian access is a public purpose for which the City is authorized to enter upon and take possession of property before the conclusion of condemnation proceedings, including the procedures in Chapter 3, § 25.1-300 et seq., of Title 25.1 of the Code of Virginia, 1950, as amended ("Virginia Code"); and

WHEREAS, pursuant to Virginia Code §§ 15.2-1901, 15.2-1901.1, 15.2-1902, 15.2-1903, and 15.2-1904, the City is authorized to acquire by condemnation necessary land to permit the construction and maintenance of the proposed road improvement to provide safer roadways to City residents, and the City is vested with the power of eminent domain for the acquisition of land for the purposes of such public use; and

WHEREAS, the City Council of the City of Charlottesville, Virginia ("City Council"), finds that it is necessary to obtain certain properties, listed and attached hereto ("Properties"), which are in the City, to be used for the construction of the Projects; and

WHEREAS, the City has made a *bona fide* but ineffectual effort to purchase the Properties from the owner of the Properties ("Owners") hereto attached, having previously established the just compensation therefor and having promptly offered in writing to pay the same to the Owners, which offer was rejected; and

WHEREAS, the City has made every reasonable effort to acquire the Properties by negotiation; and

WHEREAS, a Public Hearing on the subject matter of this Resolution was duly held on May 5, 2025, as required by Virginia Code §§ 15.2-1903 and -1905(C), at which City Council declared its intent to enter and take the Properties for the purposes of /to the citizens of the City, an inherently public use under Virginia Code § 15.2-1904(A); and

WHEREAS, the compensation offered to the Owners by the City for the Properties is in accordance with the City's determination of just compensation.

NOW THEREFORE, BE IT OFFICIALLY RESOLVED, that, after due consideration, that City hereby approves and adopts the following resolutions; and

BE IT FURTHER RESOLVED, that the construction, operation and maintenance of the Projects are approved as a critical public use, necessary to ensure the health, safety, and welfare of the members of the public served by the City; and

BE IT FURTHER RESOLVED, that the acquisition of the Properties by purchase, condemnation, or other means, free and clear of any and all liens, judgments, deeds of trust, leases, or other conflicting encumbrances, is approved, such acquisition being necessary for the construction of the Projects; and

BE IT FURTHER RESOLVED, that the Properties will be used by the City for the Projects in furtherance of its public and governmental functions pursuant to the Virginia Code, and that that the acquisition of the Properties are for road improvements, which is a public use pursuant to Virginia Code §§ 1-219.1(A)(i) and (D)(iii); that no more private property is being taken, than that which is necessary to achieve the public use intended by and for the road improvements; and that this Resolution otherwise complies with Virginia Code § 1-219.1; and

BE IT FURTHER RESOLVED, that the City previously has made *bona fide* efforts to acquire the Properties from the Owner(s), but, to date, those efforts have been ineffectual; and

BE IF FURTHER RESOLVED, that the City does hereby authorize its City Manager, Deputy City Manager, City Project Manager, City Staff, and the City Attorney, respectively, to take all actions for and on behalf of the City, which are or may be appropriate or necessary for the City to acquire the Properties through the exercise of its power of eminent domain, including, but not limited to, any actions or proceedings necessary to achieve the transfer of defeasible title by Certificate of Take, pursuant to the procedure established in Chapter 3, § 25.1-300 et seq., Title 25.1 of the Virginia Code; the filing of any papers or pleadings with the Circuit Court of City of Charlottesville, Virginia; and other actions related to the initiation of any legal proceedings necessary or appropriate to acquire the Properties by eminent domain, provided, however, that nothing in this Resolution shall be construed as preventing the continued negotiation by the City Manager, Deputy City Manager, City Project Manager, City Staff, and/or the City Attorney for the acquisition by purchase or other means of the Properties, before the initiation of any such eminent domain proceedings; and

BE IT FURTHER RESOLVED, that City Council authorizes the payment into the Court or to the Clerk thereof, for the Owner(s)' benefit, or the issuance of a Certificate of Deposit in lieu of payment

pursuant to Virginia Code §§ 15.2-1904(D) and 25.1-305(A)(2), to be issued by the City Manager, or his designee, and countersigned by the City's Finance Director for availability of funds; and

BE IT FURTHER RESOLVED, hat all the actions taken by the City Manager, City Finance Director, City Project Manager, City Staff, and the City Attorney in connection with this matter are hereby ratified and confirmed; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately; and

BE IF FINALLY RESOLVED, that a copy of this Resolution be filed with the papers of this Meeting.

EMINENT DOMAIN FOR BARRACKS AND EMMET STREETSCAPE PROJECT, PARCEL LIST

Parcel 002 identified as Barracks Row, LLC, Tax Parcel No. 400002100

- Acquisition area: 1,328 SF in permanent public street easement, and 214 SF in temporary easement need to be acquired.
- Offer amount: \$85,640.00

EMINENT DOMAIN FOR THE EAST HIGH STREETSCAPE PROJECT

Parcel 007 identified as Fenwick, Trustee Valentine Land Trust, Tax Parcel No. 530261000

- Acquisition area: 58 SF in fee acquisition, and 1,167 SF in temporary and grading easement need to be acquired.
- Offer amount: \$16,255.00

Parcel 015 identified as Nine Ten Land company, LLC, Tax Parcel No. 530270000

- Acquisition area: 81 SF in fee acquisition, 441 SF in temporary and grading easement and 510 in permanent utility easement needing to be acquired.
- Offer amount: \$22,300.00

Parcel 016 identified as Nine Twelve Land Company, LLC, Tax Parcel No. 530271000

- Acquisition area: 506 SF in temporary and grading easement needing to be acquired.
- Offer amount: \$5,330.00

15. PUBLIC HEARING and Resolution Authorizing a Right-of-Way Agreement with Dominion Energy for 1505 Avon Street Extended

Tra Biasioli, Climate Program Specialist, summarized the request.

Vice Mayor Pinkston opened the public hearing. No speakers came forward and the public hearing was closed.

On motion by Snook, seconded by Payne, Council by a vote of 4-0 approved the resolution: (Ayes: Oschrin, Payne, Pinkston, Snook; Noes: none; Absent: Wade).

RESOLUTION GRANTING AN EASEMENT TO DOMINION POWER TO ENABLE ELECTRICAL POWER SERVICE TO ELECTRIC CHARGING INFRASTRUCTURE

WHEREAS, the City has purchased an initial set of electric school buses for the pupil transportation fleet; and

WHEREAS, electric school buses require access to electric charging infrastructure; and

WHEREAS, Dominion Energy offers a program to support school bus fleet electrification initiatives by delivering and operating utility-owned charging infrastructure; and

WHEREAS, the installation of electric charging infrastructure required the establishment of an easement to enable the provision of electrical service to the charging system; and

WHEREAS, City staff has worked with Dominion Power to verify the location, effectiveness, and practicality of the proposed easement and has concluded that these modifications are legitimate and necessary additions to the easement to enable Dominion to provide electrical service to the charging system; and

WHEREAS, the proposed easement is depicted in instrument 81-25-00033, which is enclosed for reference; and

WHEREAS, the electrical charging system will support the climate action initiative of electrifying the school bus fleet.

NOW, THEREFORE, BE IT RESOLVED, that the City of Charlottesville approves the existing easement provided to Dominion Power for the provision of electrical power service to the electrical charging system, located at 1505 Avon Street Ext.

16. PUBLIC HEARING and RESOLUTION to approve a Special Use Permit for a Commercial Lodging Special Use Permit at 401 Ridge Street

Ben Koby, City Planner, summarized the request. Andrew Jenkins ("Applicant") seeks a Special Use Permit ("SUP"), in accordance with City Code Section 34-5.2.14, to operate a Bed and Breakfast ("Project"), within the R-C Zoning District at 401 Ridge St ("Subject Property"). Pursuant to City Code Section 34-3.2.2, this use is classified as "Commercial General Lodging" and allows up to ten (10) guest rooms with an approved SUP. The Applicant proposes five (5) guest rooms, without on-site management. This Application does not include any proposed exterior modifications to the Subject Property.

The Planning Commission was unanimously recommended approval of the SUP at its meeting on April 8, 2025, with no recommended conditions.

Vice Mayor Pinkston opened the public hearing

- Andrew Jenkins, 401 Ridge Street, spoke in favor of the SUP, and spoke about preservation work for the property as well as its current usage.

With no additional speakers, the public hearing was closed.

Councilor Payne expressed a concern about proliferation of property conversion to short-term rentals, and certain commercial uses in a historically Black neighborhood. He spoke about potential adverse effects to the neighborhood.

Councilor Oschrin asked questions about proposed operations as a stand-alone bed and breakfast versus

operating within the homestay ordinance.

On motion by Snook, seconded by Oschrin, Council by a vote of 3-1 approved the resolution: (Ayes: Oschrin, Pinkston, Snook; Noes: Payne; Absent: Wade).

RESOLUTION

GRANTING A SPECIAL USE PERMIT ("SUP") FOR A COMMERCIAL LODGING (UP TO TEN (10) GUEST ROOMS) AT 401 RIDGE STREET

WHEREAS, Barbara S. and Alan D. Jenkins are the current owners of a lot located in the City of Charlottesville, Virginia ("City"), real estate records by Real Estate Parcel Identification No. 290132000, having an area of approximately 0.31 acres (13504 square feet) ("Subject Property"); and

WHEREAS, the Subject Property is zoned with a Residential C ("R-C") classification; and

WHEREAS, according to the Permitted Use Table set forth in City Code Section 34, Article 3.2.2, a commercial general lodging (up to ten (10) guest rooms) requires a SUP within the R-C Zoning Districts; and

WHEREAS, the proposed Commercial General Lodging (up to ten (10) guest rooms) is described in more detail within the February 2, 2025, Application, with Project Number PL-25- 0027, as required by City Code Chapter 34, Article 5.2.13.B ("Application Materials"); and

WHEREAS, the Planning Commission ("PC") made a recommendation of approval at its April 8, 2025, Public Meeting, per City Development Code Section 34-5.2.14.C.3.

NOW THEREFORE, BE IT RESOLIVED, upon consideration of the PC's recommendation and the Staff Reports discussing this Application, as well as the factors set forth within City Development Code Section 34-5.2.14.D, the City Council of the City of Charlottesville, Virginia ("City Council"), finds and determines that granting the proposed SUP would serve the public necessity, convenience, general welfare or good zoning practice; and

BE IT FINALLY RESOLVED by City Council, that, pursuant to City Code Development 34-5.2.14, a SUP is hereby approved and granted authorizing the Project on the Subject Property.

17. RESOLUTION to appropriate a grant of public funds for housing assistance to low- and moderate-income homeowners within the City

Commissioner of the Revenue Todd Divers presented the resolution.

On motion by Payne, seconded by Oschrin, Council approved the resolution by a vote of 4-0: (Ayes: Oschrin, Payne, Pinkston, Snook; Noes: none; Absent: Wade).

RESOLUTION

APPROPRIATING A GRANT OF PUBLIC FUNDS FOR HOUSING ASSISTANCE TO LOW-AND MODERATE-INCOME HOMEOWNERS WITHIN THE CITY OF CHARLOTTESVILLE, VIRGINIA

WHEREAS, pursuant to the provisions of Virginia Code § 63.2-314, the City Council of the City of Charlottesville, Virginia ("City Council") may offer public grants to its local Director of Social

Services ("Director"), serving in their capacity as the "local board" under the provisions of Virginia Code § 63.2-304; and

WHEREAS, City Council desires to offer a grant of public funds during Fiscal Year 2025-2026, to aid low- and moderate-income homeowners within the City of Charlottesville, Virginia ("City"), who are affected by the rising costs of homeownership (which include mortgage payments, fees and taxes, insurance, utilities, maintenance and repairs); and

WHEREAS, the average assessment of a single-family residential property within the City has risen by approximately 8.41% over the past year, and with rising inflation, transportation costs, and utility costs, many individuals, who have income significantly lower than the Charlottesville area median income, will experience significant financial stress and may need financial assistance to remain in their homes; and

WHEREAS, City Council hereby finds and determines that it is both necessary and desirable, to promote the general welfare of the City, and to promote the safety, health, comfort, and convenience of City inhabitants, to support the affordability of continuing homeownership by low- and moderate-income individuals; and

WHEREAS, public funding is available and has been appropriated within the City Budget for the proposed public grant, in the amounts set forth within this Resolution.

NOW, THEREFORE BE IT RESOLVED, by City Council that, effective July 1, 2025, and for calendar year 2025, a grant of public funds is hereby made to the Director, in their capacity as the "local board of social services" pursuant to Virginia Code § 63.2-304, to be used to provide housing assistance to City homeowners in need of such, as follows:

Expenditure

\$1,110,000 Fund: 105 Cost Center: 3343019000 G/L Account: 540065

BE IT FURTHER RESOLVED, that the Director is solely responsible for administration of this assistance fund, pursuant to the provisions of Virginia Code §§ 63.2-304 and 63.2-314, provided that the Director may enter into written agreements with the Commissioner of Revenue, Treasurer, and City Manager, as may be necessary to administer the fund; and

BE IT FURTHER RESOLVED, that it is the desire of City Council that this grant of public funds, hereafter to be referred to as the "Charlottesville Homeownership Assistance Program" ("CHAP"), shall be provided to City homeowners in need of assistance due to rising costs of homeownership, in accordance with the following parameters:

2025 CHAP (Public Grant for Homeownership Assistance)					
Applicant		\$37,261 -	\$49,681 -	\$55,891 -	
Household	\$0 - \$37,260	\$49,680	\$55,890	\$62,100	
Income					
Grant	\$2,500	\$2,000	\$1,500	\$1,000	

(1) Grantee must be a human being, own a home within the City, and must reside within the home. As of January 1, 2025, and as of the date an application is submitted, the Applicant must occupy that real estate as his/her sole residence and must intend to occupy that real estate throughout the remainder of calendar year 2025. An Applicant who is residing in a

hospital, nursing home, convalescent home, or other facility for physical or mental care shall be deemed to meet this condition, so long as the real estate is not being used by or leased to another for consideration. "Ownership" may be any of the following: (i) individually, or in conjunction with a spouse holding life rights; (ii) individually, or in conjunction with a spouse holding the power of revocation in a revocable *inter vivos* trust of which the home is an asset; or (iii) alone or in conjunction with a spouse who possesses a life estate, or an estate for joint lives, or a continuing right of use or support under the terms of an irrevocable trust of which the property is an asset.

- (2) Most recent assessed value of the Grantee's home cannot exceed \$525,000 (this is the average assessed value in 2025 of taxable residential parcels, rounded to the nearest \$5,000).
- (3) Grantee, Grantee's spouse, or any other owner residing in the home, cannot own any other interest in real estate, either within the City, or at any other location. This includes any real estate interest owned: (i) as an individual; (ii) as the beneficiary of a trust; (iii) as a member of an LLC; or (iv) by virtue of any other interest in a legal entity.
- (4) Grantee must demonstrate evidence of Household Income within the limits established for calendar year 2025, as set forth above within this Resolution. "Household Income" means: (i) the adjusted gross income, as shown on the federal income tax return as of December 31 of the calendar year immediately preceding the taxable year; or (ii) for Applicants for whom no federal tax return is required to be filed, the income for the calendar year immediately preceding the taxable year of the Applicant and of any other relatives who reside in the Applicant's home, and any other person(s) who: (i) owns any interest in the home; and (ii) resides in the Applicant's home. The Director shall establish the Household Income of Applicants for whom no federal tax return is required through documentation satisfactory for audit purposes.
- (5) This public grant shall be used only to assist individuals who are not receiving the real estate tax exemption or deferral provided under Chapter 30, Article IV, of the Charlottesville City Code (Real Estate Tax Relief for the Elderly and Disabled Persons) during 2025.
- (6) Not more than one (1) grant shall be provided to any one (1) address.

18. RESOLUTION to adopt a lease agreement with the Dogwood Vietnam Memorial Foundation for maintenance and operation of the memorial area at McIntire Park

Riaan Anthony, Director of Parks and Recreation, presented the request for approval of an updated lease agreement between the City of Charlottesville and The Dogwood Vietnam Memorial Foundation, Inc.

Councilor Oschrin asked for clarification about wording in the resolution regarding pedestrian bridge access, and potentially moving the memorial to be closer to existing bridge access.

Steve Friedman, Dogwood Memorial Foundation, stated that he thought the pedestrian bridge in the proposed agreement was referring to a new pedestrian bridge, while city staff interpreted the pedestrian bridge wording as existing pedestrian bridge access. Mr. Friedman also expressed that there is no desire to move the site of the Memorial, as it is in its original location, which is historic.

On motion by Pinkston, seconded by Snook, Council approved the resolution by a vote of 4-0: (Ayes: Oschrin, Payne, Pinkston, Snook; Noes: none; Absent: Wade).

RESOLUTION

APPROVING A LONG TERM LEASE BETWEEN THE CITY OF CHARLOTTESVILLE ANDTHE DOGWOOD VIETNAM MEMORIAL FOUNDATION, INC.

- 1. Parties. The City of Charlottesville, Virginia (the "City") owns certain real estate commonly known as McIntire Park and intends to lease a portion thereof to the Dogwood Vietnam Memorial Foundation, Inc. ("DVMF"), a charitable, non-profit corporation authorized to do business in the Commonwealth of Virginia.
- **2. City Authority.** The City has the authority to enter into this Lease pursuant to Virginia Code §§ 15.2-953, 15.2-1800, and 15.2-2100.
- 3. Leased Premises. The City hereby leases and demises to DVMF, and DVMF hereby leases from City, certain real property in the southeast corner of McIntire Park, nearest to the intersection of State Route 250 and the John Warner Parkway, which property is more particularly identified on Exhibit A attached hereto (the "Leased Premises").
- **4. Suitability of Leased Premises.** The City makes no representation or warranty as to the condition or suitability of the Leased Premises for DVMF's intended purposes. DVMF accepts the Leased Premises in its "as is" condition subject to all existing utilities and all easements of record.
- **5. Term.** The term of this Lease is forty (40) years beginning on the date this Lease is executed by both the City Manager and a duly authorized agent of DVMF.
- **6. Rent.** The rent for this Lease is the nominal fee of One Dollar (\$1) per year, for a total of forty dollars (\$40) prepaid, the receipt of which is hereby acknowledged.

7. Use.

- a. **Memorial.** DVMF will use and occupy the Leased Premises for the sole purpose of constructing, improving, operating, and maintaining a memorial (the "Memorial") to honor and perpetuate the lasting memory of all persons who served in the United States Military and to hold meetings or events concerning or relating to the Memorial or the DVMF, subject to the DVMF complying with all applicable local, state and federal rules, regulations and laws.
- b. **Reservation.** The City reserves the right to install, operate, repair, and maintain water, sewer, gas, stormwater, or other utilities ("Public Facilities") within the Leased Premises. Upon completion of any such work the City will reasonably repair any damage to the Leased Premises proximately caused by the City's installation, operations, repairs, or maintenance of its Public Facilities.
- c. **Open to public.** The Leased Premises will remain open to the general public except during hours specified within Section 18-1 of the Charlottesville City Code (as may be amended) for McIntire Park. When McIntire Park is open to the general public, DVMF must not exclude members of the public from the Leased Premises *subject to the following exceptions*:
 - i. **Private Events.** DVMF may use and occupy the Leased Premises for ceremonies, meetings, or other private events, during which time the Leased Premises will not be open to the general public. DVMF is hereby granted the right and privilege to conduct up to 10 private events per calendar year which advance DVMF's mission during which DVMF and its guests will have the privilege of exclusive use of the entire Leased Premises, provided, however, that all such private events must comply

with all applicable local, state and federal governmental rules, regulations and laws. For each such private event, upon prior approval from the City, which approval will not be unreasonably withheld, vehicular access will be allowed through the existing gated entrance to the skate park to allow for vehicle parking near the Memorial site.

- ii. **Construction.** DVMF may temporarily restrict or prohibit public access to any portion of the Leased Premises that is a work zone for construction or land disturbing activities being conducted by DVMF, the City, or the contractors of either. Any construction or land disturbing activities conducted by DVMF must be performed in accordance with all local, state and federal rules, regulations and laws. No improvements, other than the expansion of the Memorial plaza and the Pedestrian Bridge Access thereto (subject to approval from the City), may be installed on the Leased Premises without the consent of the City. DVMF will take all reasonable measures to prevent any mechanic's liens, materialmen's liens or other statutory liens to attach to the Leased Premises as a result of any alterations, improvements, additions or repairs performed by DVMF or at DVMF's direction. If any such lien or notice of lien rights is filed with respect to the Leased Premises by a contractor hired or engaged directly by DVMF (including any subcontractor hired or engaged by such contractor), then DVMF shall upon notice of same promptly take all reasonable measures to have such lien released or bond over the lien if release is not accomplished within thirty (30) days, and shall permit no further work to be performed on the Leased Premises until such release or bond has been accomplished, unless otherwise agreed to by the City in writing.
- **8. Financial Assurances.** Prior to the commencement of any construction or land disturbing activity in or upon the Leased Premises DVMF must provide to the City:
 - **a. Financial Plan.** A written financial plan demonstrating DVMF's ability to adequately finance the cost thereof.
 - **b.** Contractors. Evidence that DVMF has entered into a written contract with one or more licensed and bonded Class A contractor(s) and has secured performance and payment bonds for the entire amount of the contract(s).
 - **c. Insurance.** Evidence that said contractor(s) will have in effect commercial general liability insurance throughout any period in which work is being performed by said contractor(s).
- 9. Maintenance, operation, and repair.
 - a. DVMF duties and obligations.
 - i. **Keep clean.** DVMF must keep the Leased Premises in a clean, attractive condition and not commit or allow any waste or damage to be committed to any portion of the Leased Premises.
 - ii. **Pedestrian Bridge Access.** DVMF will engage with the City in good faith and take all reasonable action to allow and assist the City in the planning, construction, development, and approval of a pedestrian bridge, multi-use trail, and associated parking lot to provide improved/handicap public access to the Leased Premises (and McIntire Park generally).

iii. **Employees, Agents, Invitees**. DVMF shall be responsible for the well-being and safety of its employees, agents and invitees present on and/or performing activities while on the Leased Property and shall, at all times, provide reasonable and customary supervision of all such persons while on the Leased Premises.

b. City duties and obligations.

- i. **Landscaping.** The City is solely responsible for all reasonable and necessary landscaping services on and for the Leased Premises, provided that the City must not unreasonably interfere with DVMF's private events (*see supra* ¶ 7.c.i) of which the City has notice.
- ii. **Pedestrian Bridge Access.** The City will engage with DVMF in good faith and take all reasonable action to allow and assist DVMF in the planning, construction, development, and approval of a pedestrian bridge, multi-use trail, and associated parking lot to provide improved/handicap public access to the Leased Premises (and McIntire Park generally).

10. Legal interests.

- **a.** Real estate. Title to the Leased Premises is now, and upon the expiration or earlier termination of this Lease will remain with, the City. DVMF must promptly and in good faith execute any written instruments or documents the City presents to DVMF that is reasonably necessary to confirm such ownership interest(s) of the City.
- **b. Other property.** All improvements, fixtures, or other property DVMF places, constructs, or installs in, on, or upon the Leased Premises is, and upon expiration or earlier termination of this Lease will remain, owned by DVMF and may be removed by DVMF at any time. This includes but is not limited to, all flags, flag poles, plaques, stanchions, kiosks, temporary decorations (bunting, banners, etc.), and inscribed bricks. This does not include any concrete or asphalt paths, stairs, or walls (except the inscribed bricks).

11. Damage; destruction.

- a. **Notice.** DVMF must give the City prompt written notice of any damage or destruction of any portion of the Leased Premises.
- b. **Repair.** In the event that some portion of the Leased Premises is damaged by fire or other casualty, and such damage is covered by DVMF's insurance, DVMF agrees to make a claim under said insurance and to repair such damage as much as can reasonably be done with the amount of any insurance proceeds from that claim.
- c. **DVMF's property.** The City is not required to repair any damage to or replacement of any of DVMF's property on or upon the Leased Premises (as defined in paragraph 10.b above) unless such damage was caused (in whole or in part) by the negligence or willful misconduct of the City or its employees and/or agents or otherwise provided by law.

12. Indemnification.

- a. Generally. Subject to paragraph 12.b below, DVMF must indemnify and hold the City (including its officers, officials, and employees) harmless from and against any and all liability, loss, claim, suit, damage, charge, or expense suffered, sustained, incurred or in any way to be subjected to, on account of death of or injury to any person and for damages to, loss of, and destruction of any property whatsoever which arises out of, results from, or is in any way connected with (i) DVMF's use of the Leased Premises during a private event under this Lease (see supra ¶ 7.c.i) or (ii) which occurs as a consequence of any negligence or misconduct of DVMF (including its members, contractors, and subcontractors) in the exercise of DVMF's rights, privileges, or performance of DVMF's obligations under this Lease.
- **b.** Exceptions. Notwithstanding paragraph 12.a above, DVMF has no indemnity obligation for the negligent acts, omissions, or misconduct of the City's officers, officials, employees, and other agents, in their capacity as an officer, official, employee or agent, to the extent provided by law.
- 13. Assignment. DVMF has no right to assign or sublease, in any manner or fashion, any of its rights, privileges, or interests accruing to it under this Lease to any other individual or entity without the prior written consent of the City. Provided, however, that the City cannot unreasonably withhold its consent if DVMF proposes to assign or sublease to an alternative or successor charitable organization that is capable of performing DVMF's obligations hereunder and the use of the Leased Premises will remain one for the public good, in the sole discretion of the City, not to be unreasonably withheld, conditioned or delayed.
- **14. Nondiscrimination.** DVMF must not discriminate against any person in its membership, programs, or events relating to the use or occupancy of the Leased Premises on the grounds of race, religion, color, gender, sexual orientation, national origin, disability, or any other basis prohibited by law.

15. Insurance.

- **a. Types of Insurance.** DVMF will, at its sole cost and expense, secure and maintain throughout the term of this Lease, the following types of insurance coverage and policy limits:
 - i. \$1,000,000 for commercial general liability coverage;
 - ii. \$1,000,000 for bodily injury and property damage;
 - iii. \$1,000,000 for products and non-owned and hired automobile liability;
 - iv. \$1,000,000 for personal and advertising injury; and
 - v. \$5,000 medical expense benefit (any one person).
- b. Special Requirements. Each insurance policy required by this paragraph must be written or endorsed so as to preclude the exercise of the right of subrogation against the City and must name the City as an additional insured. Each insurance policy required by this paragraph also must be endorsed to include the following clause: "Should any of the insurance policies be cancelled before the expiration date thereof, the issuing insurance company will endeavor to mail written notice of such cancellation to the City at least 10 days in advance." Upon receipt of any notice, verbal or written, that the said insurance is subject to cancellation, DVMF must notify the City within five (5) business days. In the event DVMF fails to comply with the requirements of this section, the City will have the right to require DVMF to suspend use of the Leased Premises until such time as the requirements of this paragraph are met.

- **c.** Evidence of Insurance. DVMF must provide the City with one or more certificate(s) of insurance confirming the insurance required by this Lease.
- **d. Amendment.** The required insurance coverages, and the required limits of the insurance, may be reviewed by the parties and amended from time to time by mutual agreement.
- 16. Default. If at any time during the term of this Lease the City contends that DVMF is in violation of any material provision of this Lease, then the City must provide DVMF written notice thereof. Such notice must specifically identify the provision(s) of the Lease allegedly violated and the facts to support the City's assertion. Upon receipt of such notice, DVMF will have 90 days to remedy the alleged violation(s). Notwithstanding the foregoing, the City shall have the right to correct any such violation, if in the sole discretion of the City, such violation creates a danger to the public or otherwise requires immediate attention and if the City so elects, all reasonable costs of such correction shall be recoverable from DVMF, within thirty (30) days of receipt of an invoice from the City.
- 17. Expiration or Termination of Lease. Upon the expiration or earlier termination of this Lease under paragraph 16 above, DVMF must surrender the Leased Premises to the City as provided in paragraph 18 (entitled "Surrender") of this Lease. If this Lease has not been earlier terminated, the parties must meet and confer in Year 38 of the term of this Lease to negotiate in good faith the terms of a new or extended lease.
- **18. Surrender.** Upon the expiration or earlier termination of this Lease, DVMF will:
 - **a. Quit and peaceably surrender** to the City possession of the Leased Premises in good order and condition, except for ordinary wear and tear. The surrender of this Lease will, at the option of the City, terminate any and all existing subleases or may, at the option of the City, operate as an assignment to it of any and all such subleases.
 - **b.** Remove its property from the Leased Premises and any property which has not been removed prior to the date of termination will become the property of the City, and the City will have the right to dispose of such property in its sole discretion.
- 19. Eminent Domain. In the event of any taking by eminent domain of the Leased Premises, whether partial or total, the City will be entitled to receive the condemnation award or compensation; *provided*, *however*, that if any structures and/or improvements created or installed by DVMF are taken, then DVMF will be entitled to receive that portion of the condemnation award or compensation for such structures and/or improvements. If the taking is such that sufficient area remains for DVMF to continue its normal operations, then the Lease will terminate only as to the part of the Leased Premises so taken but will remain in effect with respect to that part not taken.
- **20. Right of Entry.** The City or its agents may enter upon the Leased Premises at all reasonable times to examine the condition and use so long as that right is exercised during regular business hours in a manner that does not unreasonably interfere with DVMF's conduct of its lawful and authorized activities within the Leased Premises.
- 21. Non-waiver. No failure on the part of either party to enforce any of the terms or conditions set forth in this Lease will be construed as or deemed to be a waiver of the right to enforce such terms or conditions. No waiver of a breach of this Lease will be construed as a waiver of any succeeding breach of the same provision. No delay or failure by either party to exercise any right

under this Lease, and no partial or single exercise of that right, will constitute a waiver of that or any other right, unless otherwise expressly provided herein.

22. Notices. All notices given in connection with this Lease must be communicated in writing either by (a) U.S. Mail first class postage prepaid or (b) prepaid express delivery service and in either event addressed as follows:

To the City:
City Manager
P.O. Box 911
Charlottesville, VA 22902

To DVMF:
DVMF President
P.O. Box 6193
Charlottesville, VA 22906

With a copy to:
City Attorney
P.O. Box 911
Charlottesville, VA 22902

Either party may change its designated representative or mailing address by giving written notice to the other party as provided herein.

- **23. Modifications.** No modification, amendment, release, or discharge of any provision of this Lease will be of any force or effect except by the written consent of both parties hereto. Notwithstanding the foregoing, the City Manager is hereby authorized to act as City Council's agent for purposes of approving modifications of the provisions of this Lease.
- **24. Time of Essence.** In all instances in which a party is required by this Lease to do any act on or within a specific time period, the parties expressly declare that time is of the essence as to such action.
- **25. Persons Bound.** The terms, provisions, and conditions of this Lease will bind and inure to the benefit of the respective parties hereto and to their respective representatives, successors, and assigns.
- **26. Entire Agreement.** This Lease contains the entire agreement between the parties and it supersedes all prior agreements and understandings of the parties, whether verbal or written, as to matters that are set forth in this Lease. There are no collateral agreements, stipulations, or promises whatsoever in any way touching the subject matter of this Lease. The execution of this Lease was not induced by any representations, promises, or understandings other than those expressly set forth herein.
- 27. Recordation. The terms and conditions set forth herein will be signed by the parties' duly authorized agents and suitable for recordation among the land records of the Charlottesville Circuit Court in accordance with Virginia Code § 17.1-227. Alternatively, in lieu of recordation, a memorandum of lease may be recorded as provided in Virginia Code § 55.1-1601.
- **28. Headings.** The headings or captions used in this Lease are for convenience only and are not be used in the interpretation or construction of its provisions.
- **29. Interpretation.** In the event of any conflict, discrepancy, or inconsistency between this Lease and any other documents which have been incorporated into this Lease by reference or made exhibits or attachments hereto, then the provisions set forth within this Lease will govern the parties' intent.

The terms of this Lease have been negotiated at arm's length and with the opportunity to seek respective legal counsel and thus neither party alone "drafted" the terms hereof for purposes of construing any ambiguities herein.

- **30. Severability.** In the event that any term or provision of this Lease, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, and the application of any term or provision to any person or circumstance other than those to which it has been held invalid or unenforceable, will not be affected thereby.
- **31. Governing Law.** This Lease is governed, construed, and enforced by and in accordance with the laws of the Commonwealth of Virginia. Any suit or controversy arising under this Lease must be brought in the General District or Circuit Court for the City of Charlottesville, Virginia.
- **32. Authorized Signatures.** The City of Charlottesville City Council authorizes the Charlottesville City Manager as its agent to execute the Lease on behalf of the City of Charlottesville and to bind the City hereto. The Dogwood Vietnam Memorial Foundation, Inc. authorizes its President as its agent to execute the Lease on behalf of the DVMF and to bind the DVMF hereto.
- **33.** Execution in Counterparts. This Lease may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same instrument.

WITNESS THE FOLLOWING SIGNATURES:

City of Charlottesville, VA	Dogwood Vietnam Memorial Foundation, Inc.
By:	By: President
Printed Name:	Printed Name:
Date:	Date:

19. RESOLUTION to allocate \$41,500 from FY26 Housing Operations and Programs Support of the FY26 Charlottesville Affordable Housing Fund as an Emergency Grant to the Blue Ridge Area Coalition for the Homeless for the Supportive Housing Program

Antoine Williams, Housing Program Manager, presented the item as Part Two of an emergency grant to support the Blue Ridge Area Coalition for the Homeless (BRACH) for funding to replace a lost grant. This funding would ensure that BRACH, the lead Continuum of Care agency in the City's region, can continue its operations uninterrupted. Due to the potential for interrupted service, this funding request is deemed an emergency. Given the emergency need, \$41,500 of the remaining balance should be allocated from the FY26 HOPS Grant Program Budget, and it was recommended that BRACH be awarded a Supportive Housing Emergency Grant.

On motion by Pinkston, seconded by Snook, Council approved the resolution by a vote of 4-0: (Ayes: Oschrin, Payne, Pinkston, Snook; Noes: none; Absent: Wade).

RESOLUTION

ALLOCATION OF HOUSING OPERATIONS AND SUPPORT (HOPS) FY26 GRANT FUNDING FOR EMERGENCY GRANT TO THE BLUE RIDGE AREA COALITION FOR THE HOMELESS (BRACH) FOR SUPPORTIVE HOUSING PROGRAM IN THE AMOUNT OF \$41,500

WHEREAS, the City of Charlottesville, Virginia, having established the Housing Operations & Program Support (HOPS) Grant Program to provide financial support for community agency programs aiding in affordable housing and homelessness relief, hereby allocates \$41,500 from the Housing Operations & Program Support (HOPS) Grant Program under Fund 426 Project: CP-084, as per the Capital Improvement Program budget for FY2026; and

NOW, THEREFORE, BE IT RESOLVED The City Council, having received and reviewed recommendations from the CAHF Committee on the expenditure of CAHF funds (CP-084) for the HOPS Grant Program, resolves to allocate the amount to the Blue Ridge Area Coalition for the Homeless (BRACH) for Supportive Housing Program.

		GL			CAHF
Fund	Project	Account	Applicant	Funded Project/Initiative	Award
			Blue Ridge Area Coalition for	Supportive Housing	
426	CP-084	530670	the Homeless (BRACH)	Emergency Grant	\$41,500

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

GENERAL BUSINESS

20. BY MOTION: Confidential Settlement Agreement

On motion by Pinkston, seconded by Snook, Council approved the Confidential Settlement Agreement by a vote of 4-0: (Ayes: Oschrin, Payne, Pinkston, Snook; Noes: none; Absent: Wade).

7. Resolution to appropriate \$150,000 from the Virginia Department of Criminal Justice Services Operation Ceasefire Grant Program (laid over to May 19)

This item was moved from the consent agenda for discussion.

The Virginia Department of Criminal Justice Services awarded a grant to the Charlottesville Police Department (CPD) 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.

Police Chief Michael Kochis, explained the necessity for the technology and why CPD applied for the grant, stating that the technology would allow for more accurate searching for police and incident data, as well as integrate existing data systems. Regarding privacy concerns, he stated that the program is a secure system and CJIS compliant, meaning that it adheres to the security standards set by the FBI's Criminal Justice Information Services (CJIS) Division, and is used only for criminal justice purposes. He stated that the

Executive Director of the Police Civilian Oversight Board would also have access to the system.

Councilor Oschrin asked about competitive systems and security features.

Council agreed to lay this item over to the May 19 Action Agenda, seeking more information about data security. Council agreed to follow up with the City Manager and Chief Kochis with questions prior to the next City Council meeting.

COMMUNITY MATTERS (2)

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

- Mo Van de Sompel asked to have the City Attorney review privacy rights related to the technology system requested in Item #7. He expressed concerns about Paragren's potential usage of the data, and about their uses of Artificial Intelligence.

In response to Mr. Van de Sompel's comments, Councilor Payne mentioned the potential for monetization of data.

On motion by Snook, seconded by Oschrin, Council voted unanimously to adjourn the meeting at 9:15 p.m.

BY Order of City Council

BY Kyna Thomas, Clerk of Council

CITY OF CHARLOTTESVILLE, VIRGINIA CITY COUNCIL AGENDA



Agenda Date: June 2, 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 (2nd reading)

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	
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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: 99000000000	G/L Account: 430080	\$7,285.76
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Expenditures - \$7,285.76

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und: 212	Cost Center: 3301005000	G/L Account: 510060	\$7,285,76

Date Adopted:		
Certified:		
	Clerk of Council	

CITY OF CHARLOTTESVILLE, VIRGINIA CITY COUNCIL AGENDA



Agenda Date: June 2, 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 (2nd reading)

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 midyear 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	
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: June 2, 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 (2nd reading)

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.

<u>Alternatives</u>

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	

Policy Briefing Summary

City Council



Regarding: Resolution to Appropriate \$266,387 in FY 24 Meadowcreek Golf Course

Surplus Funds (1 of 2 readings)

Staff Contact(s): William Bassett, Business and Golf Manager, Riaan Anthony, Director of

Parks & Recreation

Presenter: William Bassett, Business and Golf Manager

Date of Proposed

Action:

June 2, 2025

Issue

Resolution Adoption

Background / Rule

Meadowcreek Golf Course is requesting to appropriate and transfer surplus funds from FY 24 to the Working Capital Account, so that it can utilize funds to reinvest into course conditions, amenities, and public services.

Analysis

Meadowcreek Golf Course, which operates as an Enterprise Fund, has had several successful years recently with improved course conditions, new services, and amenities, which has made the course highly utilized by City residents, the surrounding counties, and visitors.

In FY 24, Meadowcreek had 43,618 rounds of golf played and an unappropriated surplus of \$266,387. It is requested that these surplus funds be appropriated to Meadowcreek's Working Capital Account, so that it can continue to reinvest and improve the course conditions, amenities, and public services. Golf courses require continuous re-investments in equipment, maintenance, and service enhancements to keep up with customer expectations.

The appropriated funds will fully or partially fund critical items such as:

- Cart Path Repairs;
- Bunker/Sand Trap Design and Restoration;
- Signage and ADA Compliance;
- · Creek and Culvert Repairs; and
- Service and Amenity Enhancement.

Moving forward, any Meadowcreek surpluses will be added to the City year-end appropriations.

Financial Impact

The appropriation of surplus funds to the Working Capital Account will allow Meadowcreek to utilize the funds for ongoing capital improvement projects, maintenance, and equipment replacement.

Recommendation

City Staff recommends City Council adopt the attached appropriation Resolution.

"I mov to its V	nmended Motion (if Applicable) e adoption of the Resolution appropriating and transferring Meadowcreek's FY 24 surplus funds Vorking Capital Account, allowing said funds to be utilized to reinvest in Meadowcreek Golf e's conditions, amenities, and public services."
	nments
1.	RES_\$266,387 Golf Surplus appropriaion



RESOLUTION #R-25-To appropriate \$266,387 in FY24 Meadowcreek Golf Course Surplus Funds

WHEREAS, the unappropriated surplus of \$266,387 from Meadowcreek Golf Course be appropriated for reinvestment in capital projects and improvements through the Golf Working Capital account.

NOW. THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville.

Virginia, that a total of \$266,387 be appropriated in the following manner.	2
<u>Revenues – \$266,387.00</u>	
\$266,387.00 Fund: 609 Cost Center: 3801001000 G/L Account: 498011	498011

Expenditures – \$266,387.00

\$266,387.00 Fund: 609 I/O: 2000177 G/L Account: 599999

Date Adopted	1:	
Certified:		
	Clerk of Council	

Policy Briefing Summary

City Council



Regarding: Resolution to allocate \$125,350 to the Local Energy Alliance Program

("LEAP") from the 2025 City Climate Program Support Grant and authorize the City Manager to sign a Memorandum of Understanding

Staff Contact(s): Emily Irvine, Climate Program Manager, Kristel Riddervold, Director of the

Office of Sustainability

Presenter: Emily Irvine, Climate Program Manager

Date of Proposed

Action:

June 2, 2025

Issue

The City of Charlottesville, Virginia's, Office of Sustainability is proposing to provide \$125,350 of previously appropriated funds to the Local Energy Alliance Program ("LEAP") supporting the Climate Protection Program. This proposal includes support for the Energy Resource Hub.

Background / Rule

For over a decade, the City has partnered with LEAP, a local 501(c)3 organization, to provide energy efficiency, weatherization, and solarization to City residents. Ongoing Program support includes both direct services, like energy audits and contractor services, as well as education and outreach. This work is focused on reducing energy consumption and associated greenhouse gas emissions.

In 2024, in response to the recognized need to scale up community adoption of energy efficiency and electrification actions to reach our community greenhouse gas reduction goals, the City partnered with Albemarle County, LEAP, and the Community Climate Collaborative (C3) to launch the Energy Resource Hub, an online and in-person service to assist both residents and businesses in navigating and accessing energy programs and incentives. This Program Support Grant will fund continued operation of the Energy Resource Hub and other ongoing Climate Program support activities.

Analysis

Climate Action is a strategic outcome area of the City's Strategic Plan and the Climate Action Plan is part of the City's Comprehensive Plan.

City Staff has coordinated closely with LEAP on the development of this Program Support Agreement. The proposed Grant of \$125,350 to LEAP to implement the 2024 Climate Program Support Agreement (attached) during the coming year, will directly support implementation of the following strategies and key actions from the Climate Action Plan:

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

- Strategy: Support transition to carbon-free sources and carbon-neutrality for building energy supply
 - Key Action: Prioritize transition to electric for the Miscellaneous Heating Fuels that contribute to the Buildings and Energy sector emissions
- Strategy: Leverage outside funding sources
 - Key Action: Increase participation in funding programs available from Federal and State governments, as well as from utility companies

Financial Impact

There is no additional budgetary impact to the City. Funding support for this Program will come from previously appropriated funds in the City's Fiscal Year 2025 Adopted Operating Budget for the Office of Sustainability.

Recommendation

City Staff recommends adoption of the attached resolution.

Recommended Motion (if Applicable)

"I move adoption of the resolution to allocate \$125,350 to LEAP and to authorize the City Manager to sign a Memorandum of Understanding."

Attachments

- 1. RES \$125,350 Climate Program Grant and MOU
- 2. 2025 CPP PSA MOU
- 3. 2025 CPP PSA Proposal



RESOLUTION #R-__2025 Climate Protection Program Support Grant \$125,350 and Memorandum of Understanding

BE IT RESOLVED by the City Council of the City of Charlottesville, Virginia, that the sum of \$125,350 is hereby paid to Local Energy Alliance Program (LEAP) from previously appropriated funds in the Gas Fund, Environmental Sustainability Cost Center as follows:

\$125,350 Fund: 631 Cost Center: 2711001000 G/L Account: 599999

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to sign the following document, in form approved by the City Attorney or designee:

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

Date Adopted	:	
Certified:	Clerk of Council	

MEMORANDUM OF UNDERSTANDING 2025 CLIMATE PROTECTION PROGRAM SUPPORT

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

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

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

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

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

Now, Therefore, the City and LEAP jointly agree that upon execution of this MOU, LEAP will be granted an amount of One Hundred Twenty-Five Thousand Three Hundred and Fifty dollars (\$125,350), the source of which is already appropriated funds in Fund 631, Cost Center 2711001000, for the purpose of providing 2025 Climate Protection Program support focused on providing access to expertise and action steps for improved energy performance and making the energy efficiency actions process streamlined, easy to understand, and financially attractive, affordable, and accessible.

The parties agree to the terms and conditions of this MOU as set forth below:

- 1. <u>Term of MOU:</u> Unless terminated earlier, the term of this MOU shall be one (1) year, beginning on the date of execution and ending 12 months later, or for such longer period as the parties agree to, in writing.
- 2. <u>Use of Funds:</u> The parties agree that funds may be used only for the purposes outlined in the 2025 Climate Protection Program Support Proposal, attached hereto and incorporated as if set forth fully herein.
- 3. <u>Program Parameters:</u> Upon receipt of the grant funding, LEAP agrees to provide program support to promote energy performance improvements according to the LEAP 2025 Climate Protection Program Support Proposal.
- 4. Program Progress Reports and Meetings: LEAP will provide an interim progress report and a final report regarding the accomplishments of the program. The parties agree to hold monthly progress meetings with representatives of both parties to ensure that pursuit of common goals is on track, using metrics outlined in the 2025 proposal. A final report will be provided to the Office of Sustainability at the completion of the program support scope. Progress updates may be provided to LEAP board members.
- 5. <u>Invoicing:</u> Upon receipt of a purchase order for the total grant amount, LEAP will submit monthly invoices reflecting progress.

- 6. <u>Modification Terms:</u> This MOU may be supplemented, modified, or amended by mutual agreement as set forth in writing.
- 7. <u>Termination of MOU</u>: This MOU may be terminated by either party for any reason with 60 days' written notice to the other party.

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

CITY OF CHARLOTTESVILLE, VIRGINIA

Ву:	
Title:	
Date:	
Approved as to Form:	Funds are Available:
City Attorney's Office	Director of Finance
LOCAL ENERGY ALLIANCE PROGRAM	
Ву:	
Title:	
Date:	

2025 Climate Protection Program LEAP Program Support Agreement

Through the Energy Resource Hub and its regular activities, LEAP will support the City's Climate Program by supporting the following strategies and actions outlined in the Climate Action Plan:

- 1. Strategy: Increase energy efficiency and onsite renewable energy use in existing buildings
 - a. CAP Key Action: Education/Encouragement

LEAP ACTION(S):

- i. Serve as a coach and navigator to City residents interested in energy efficiency and solar adoption through the Resource Hub
- ii. Host webinars and participate in local in-person events to promote LEAP, Solarize, and the Resource Hub
- iii. Develop materials and conduct outreach to program-eligible audiences in support of LEAP, Solarize, and the Resource Hub
- iv. Purchase paid advertising to promote LEAP, Solarize, and the Resource Hub
- CAP Key Action: Increase participation by low-income households in fully funded programs for energy efficiency improvements and solar energy systems income households

LEAP ACTION(S):

- i. Promote a referral program for current and prior program participants
- ii. Coordinate targeted outreach from trusted partners (i.e., Loaves and Fishes, Meals on Wheels, and houses of worship)
- iii. Send strategic mailings to potential participants (i.e. postcards to neighborhoods, utility mailings)
- c. CAP Key Action: Develop and identify funding assistance programs designed for midincome households

LEAP ACTION(S):

i. Compile and regularly update all funding assistance programs available to City residents, including federal, state, local, and utility rebates and incentives

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

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

Metrics

- Deliverables
 - o Energy Resource Hub office hours and in-person support
 - Other programmatic in-person engagement support as needed
 - Marketing materials (postcards, flyers, tabling materials, etc.)
 - Ongoing upkeep of Energy Resource Hub website & resources
- Results
 - Energy Efficiency
 - Number of households audited (MR and LI)
 - Number of households served (LI)
 - Work completed in each household (LI)
 - Estimated kWh reduction (LI)
 - Aggregate gas reduction
 - CO2e reductions by improvement type (where available)
 - Solar
 - Number of Solarize sign-ups
 - Number of Solarize installations
 - Size and value of Solarize installations
 - Number of LI solar installations
 - Size of LI solar installations
 - Projected energy savings from solar installations
 - Energy Resource Hub
 - Number of participants in office hours
 - Number of calls and emails
 - Number of households/businesses who access rebates/credits
 - Value of rebates/credits
 - Number of community events attended
 - Visits to website
 - General
 - Conversion rate of outreach, where trackable
 - Referrals from past participants
 - Projected utility bill impacts

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

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

<u>Solarize Virginia</u> is an annual program run by LEAP that helps make installing solar easier and more affordable for homeowners and small businesses.



City Manager's Report

Offices of the City Manager
Elected & Appointed Officials
6-2-2025

City Manager - Sam Sanders (he/him)

- May 22:
 - Attended the Charlottesville-Albemarle Airport (CHO) Board Meeting and approved the FY26 Budget.
 - Total Budget: \$12M (4% increase = \$392,705)
 - Included in the budget are resources to begin planning terminal redevelopment and ongoing management and maintenance priorities
 - CHO operations have returned to pre-COVID levels
 - Attended the Public Works Appreciation Cookout for our public servants who keep the infrastructure in order and operating as a functional.
 - Attended the Charlottesville Business Innovation Council's (CBIC) Annual Awards Gala at North Fork to celebrate local technology innovators congratulations to the winners!
- May 23:
 - Hosted the quarterly convening of Regional Executives. In attendance were the City of Charlottesville and Albemarle, Orange, Greene, and Louisa Counties.
- May 27:
 - Attended the Rivanna Solid Waste Authority Board Meeting and approved the FY26 Budget.
 - Total Budget: \$4,967,592
 - New Buildings: North Convenience Center and Baling Facility
 - City Contribution: \$844,850 (\$112,050 increase)
 - Attended the Rivanna Water and Sewer Authority and approved the FY26 Budget.
 - Total Budget: \$64M (16% increase = \$8.9M)
 - \$22.9M City costs (12.4% increase = \$2.5M)
 - FY26-30 Capital Improvement Plan (CIP): 71 projects for a total of \$550M (\$173M City/\$378M Albemarle County Service Authority)

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

• The Office of Community Solutions (OCS) has received an award letter from the United States Department of Housing and Urban Development (HUD) for the Program Year 2025 – 2026. The award letter indicated an increase of \$6,835 for Community Development Block Grant (CDBG) over last year, and a \$35,617 increase for HOME over last year. The CDBG allocation rose from \$438,617 to \$445,452, up 1.56%, and HOME increased by 5.51%. The City is an equal member of the Thomas Jefferson Planning District Commission (TJPDC) Consortium and granted that fact, the HOME fund is shared equally, and the City's share of HOME increase would amount to \$2,678.61, after TJPDC has

backed out of its administrative and planning costs. Staff will bring a minor Action Plan amendment to the City Council for review and approval on June 16.

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

- The City's Fiscal Year 2024 Energy and Water Performance Report has been finalized. The report, executive summaries, and a dashboard with interactive data can be found on the Energy and Water Management Program Website (link).
- The Office of Sustainability partnered with Community Climate Collaborative and Virginia Discovery Museum to deliver Climate Action Kits to all 4th and 5th graders at CCS in May. These kits provided hands-on learning about climate and energy, directing families to efficiency programs that will reduce both emissions and home energy costs. Learn more about the kits and what is in them in this video (including a welcome from Mayor Wade):
 - https://www.youtube.com/watch?v=ZNmCqESJD44
- A Climate Cafe for Keeping Your Cool (link) will be the fourth installment of the climate cafe series co-hosted by the Office of Sustainability and the Community Climate Collaborative. The event will address the topic of heat safety and preparedness and will prompt attendees to work collaboratively to brainstorm around local solutions to ultimately protect those most vulnerable to extreme heat. To register or learn more, visit: acafeforkeepingyourcool.eventbrite.com.
- The 31kW solar PV system installation on Bypass Fire Station has been completed and is expected to offset 42% of the building's electricity usage. Read more about the solar system online here: https://www.charlottesville.gov/CivicAlerts.aspx?AID=2182
- Another large rooftop solar PV system (262.9 kW) on the Charlottesville Area Technical Education Center (CATEC) is scheduled for installation this summer! This system will consist of 478 solar modules with a projected onsite power generation of 250,000 kWh annually—accounting for over 60% of the building's energy consumption.
- Speaking of solar... the annual Solarize! (link) campaign is open through July 15. Solarize is managed by LEAP and helps to reduce the cost and complexity of going solar by providing a one-stop shop for education and installation. Sign up today (link) to get a free quote and learn if solar is a good fit for your home or small business!
- The Resilient Together project team held a series of four community design workshops in late April and May to gather community input on preparing for the impacts of climate change. Our do-it-yourself community conversation kits (link) are designed to help community members facilitate similar conversations with their own families or friends and are available for download or pick-up.

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

- The Office of Human Rights had a follow-up conversation with the Director of the Fair Housing Office with the U.S. Department of Housing & Urban Development (HUD) on March 14 regarding the status of interim Fair Housing Assistance Program certification. At that time, the Director informed us that a draft contract was being prepared for review. To date, no further communication has come from HUD regarding the draft contract.
- Per guidance from the City Manager and Deputy City Manager for Social Equity, the Office of Human Rights will be restructuring some of its outreach work in fiscal year 2026 to place a greater focus on emerging systemic issues. The office is currently in conversation with City Management regarding a proposed project to move in this direction.
- The Office of Human Rights currently has 19 open discrimination complaint cases, of which six are in the process of alternative dispute resolution, and 12 are under investigation. This is the highest number of open cases and investigations the Office has managed simultaneously since its creation in 2013.

City Treasurer – Jason Vandever (he/him)

- The Treasurer's Office is preparing for the personal property and real estate tax deadline on June 5 and would like to remind taxpayers of the upcoming deadline.
- We will be mailing Annual Trash Decal renewal notices the week of June 2. The new trash decal year begins July 1.

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

• Over the course of the spring semester, the Office of Economic Development (OED) has been lucky enough to have Helena Harris join our team in an internship role. A graduating 4th-year student at the University of Virginia, she contributed to a number of projects during her time in OED including identifying best practices used in other localities to improve engagement with small and minority-owned businesses, development of new survey options to determine program effectiveness, and research on accessible parking solutions. Fluent in Spanish, Helena's most direct impact came through accompanying OED staff on visits to primarily Spanish-speaking businesses and providing Spanish translation services for several OED marketing pieces. Keep a watch on the OED website (link) for updated program information in English y obtener información del programa en español incluida la Guía de Recursos Empresariles.

CRHA City Housing Portfolio

John M. Sales
Executive Director



History of Portfolio

- The portfolio was developed to preserve naturally occurring affordable housing (NOAH) units that were at risk of being lost due to real estate transactions.
- The portfolio is jointly owned by the City of Charlottesville and CRHA.
- The first property was acquired on August 30, 2022.



Acquisitions

- 1016 & 1020 Coleman Street 4- (2 Bedroom 1-bathroom units)
 - 8/30/2022
- 818 Montrose 2- (2-bedroom 1bathroom units)
 - 10/21/2022
- Dogwood Portfolio (74 scattered units)
 - 6/30/2023
- 100 Harris Road (3-bedroom single family)
 - 7/14/2023



Dogwood Units

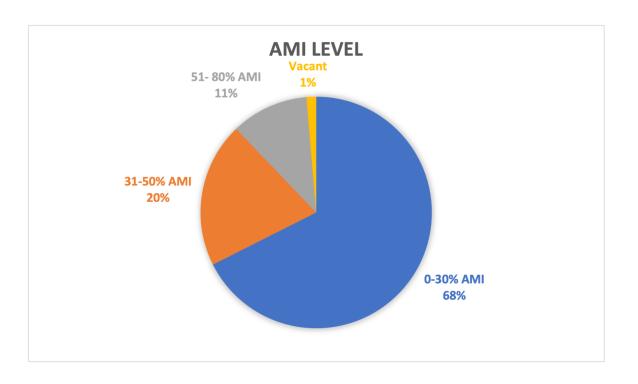
- 511 Ridge Street
 - 5 units
- 515 Ridge Street
 - 1 unit
- 517 Ridge Street
 - 9 units
- 1005 Page Street
 - 1 unit
- 1007 Page Street
 - 1 unit
- 1009 Page Street
 - 1 unit
- 1019 Page Street
 - 1 unit

- 1110 Gordon Ave
- 4 units
- 1112 Gordon Ave
- 4 units
- 1114 Gordon Ave
- 2 units
- 601 11th St
- 2 units
- 618 Dice St
- 2 units
- 629 Booker St
- 2 units
- 700 West St
- 3 units

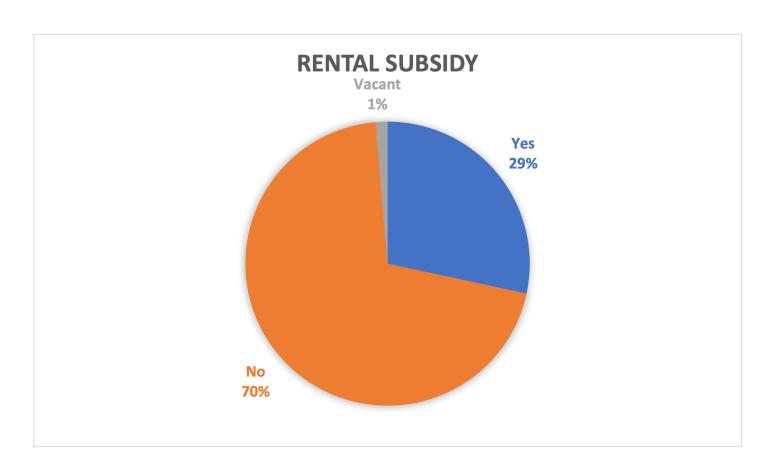
- 702 West St
- 3 units
- 313-315 4th St
- 2 units
- 302-304 10th St
- 2 units
- 710 Ridge St
- 2 units
- 711 Ridge St
- 3 units
- 721 Nalle St
- 2 units
- 801 Harris St
- 2 units

- 332 7th St
- 2 units
- 306 7th St
- 2 units
- 406-412 12th St
- 6 units
- 353 10th St
- 7 units
- 407 Ridge St
- 2 units

Who We Are Serving







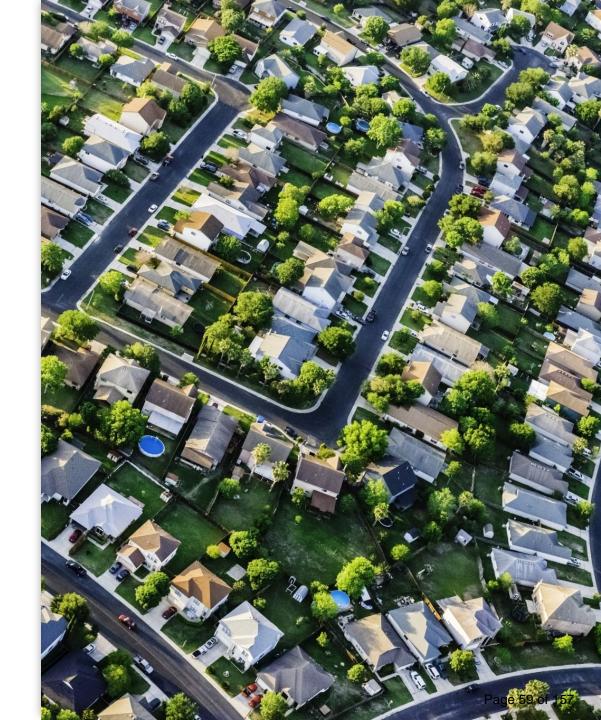
Operational Changes

- The portfolio has a dedicated property manager and maintenance technician.
- Fully implemented a pest control schedule that includes monthly services for all units.
- We have completed the roof replacement of 2 units on Ridge street that house 9 affordable housing units.



Discussion Points

- We were approached by a business owner who was interested in acquiring one of the Dogwood properties.
 - The property is currently zoned industrial corridor.
 - CRHA is proposing to put the property on the open market for sell.
 - CRHA has purchased a 3 bedroom over 2 bedroom in the Belmont community that we would propose adding to the portfolio.
 - CRHA purchased the property for \$255,000 and is estimated to have around \$350,000 in the property after the renovation.



INCOME				
TENANT INCOME				
Rental Income				
Rent Income-Gross Potential	0.00	0.00	0.00	0.00
Tenant Rent	751,717.30	63.39	751,717.30	63.39
Pre Yardi Rent Balances	1,115.00	0.09	1,115.00	0.09
Pre Yardi Other Balances	0.00	0.00	0.00	0.00
Tenant Assistance Rent	261,229.00	22.03	261,229.00	22.03
Utility ReimbAffordable	0.00	0.00	0.00	0.00
Tax Credit Subsidy	0.00	0.00	0.00	0.00
Tenant Based Subsidy I	0.00	0.00	0.00	0.00
Less: Vacancies	0.00	0.00	0.00	0.0
Less: Concessions	0.00	0.00	0.00	0.00
Less: Prepaid Rents	0.00	0.00	0.00	0.00
Less: Delinquencies	0.00	0.00	0.00	0.0
Less: Admin/Employee Unit	0.00	0.00	0.00	0.00
Subsidy Adjustments	0.00	0.00	0.00	0.0
Total Rental Income	1,014,061.30	85.51	1,014,061.30	85.5°
Other Tenant Income				
Laundry and Vending	654.05	0.06	654.05	0.00
Cleaning Fee	0.00	0.00	0.00	0.00
Damages	0.00	0.00	0.00	0.00
Late Fees	0.00	0.00	0.00	0.00
Legal Fees - Tenant	518.10	0.04	518.10	0.04
NSF Charges	0.00	0.00	0.00	0.00
			M	onday, May 19, 202

Monday, May 19, 2025

05:46 AM

Non-Hud Local-city Funded Housing (.cityfsg)

Income Statement

Period = Apr 2024-Mar 2025

	Period to Date	%	Year to Date	90
Tenant Owed Utilities	34,368.00	2.90	34,368.00	2.90
Tenant Screening	0.00	0.00	0.00	0.00
Misc.Tenant Income	0.00	0.00	0.00	0.00
Tenant Owed Utilities - Water	0.00	0.00	0.00	0.00
Pet Fee	0.00	0.00	0.00	0.00
Total Other Tenant Income	35,540.15	3.00	35,540.15	3.00
NET TENANT INCOME	1,049,601.45	88.51	1,049,601.45	88.51
GRANT INCOME				
HUD PHA Operating Gran	0.00	0.00	0.00	0.00
HUD Operating Subsidy	0.00	0.00	0.00	0.00
HUD PHA Shortfall Funds	0.00	0.00	0.00	0.00
Section 8 HAP Earned	0.00	0.00	0.00	0.00
Section 8 Admin. Fee Income	0.00	0.00	0.00	0.00
Section 8 FSS Grant Income	0.00	0.00	0.00	0.00
Port-In Admin Fees Earned	0.00	0.00	0.00	0.00
Section 8 Hard to House	0.00	0.00	0.00	0.00
Port In HAP Earned	0.00	0.00	0.00	0.00
Section 8 EHV Prelim & S	0.00	0.00	0.00	0.00
FSS Ross Grants	0.00	0.00	0.00	0.00
Other Government Grants	135,190.62	11.40	135,190.62	11.40
Capital Fund Grants	0.00	0.00	0.00	0.00
CFP Grants - WH	0.00	0.00	0.00	0.00
CFP Grants - CH	0.00	0.00	0.00	0.00
CFP Grants - SFS/6th	0.00	0.00	0.00	0.00
CFP Grants - Scattered	0.00	0.00	0.00	0.00
Capital Fund Grants-Soft	0.00	0.00	0.00	0.00
CFP Grants - Soft - WH	0.00	0.00	0.00	0.00
CFP Grants - Soft - CH	0.00	0.00	0.00	0.00
CFP Grants - Soft - SFS/6th	0.00	0.00	0.00	0.00
CFP Grants - Soft - Scattered	0.00	0.00	0.00	0.00
TOTAL GRANT INCOME	135,190.62	11.40	135,190.62	11.40
OTHER INCOME				
Investment Income - Unres	0.00	0.00	0.00	0.00
Investment Income - Restr	0.00	0.00	0.00	0.00
Interest Income	997.15	0.08	997.15	0.08
Management Fee Income	0.00	0.00	0.00	0.00
Bookkeeping Fee Income	0.00	0.00	0.00	0.00
Asset Management Fee	0.00	0.00	0.00	0.00
Fraud Recovery - HAP	0.00	0.00	0.00	0.00
Fraud Recovery - Admin	0.00	0.00	0.00	0.00
Miscellaneous Other Income	61.80	0.01	61.80	0.01
Developer Fee Income	0.00	0.00	0.00	0.00
Operating Transfers IN	0.00	0.00	0.00	0.00
Community Grant Income	0.00	0.00	0.00	0.00
Other Income	0.00	0.00	0.00	0.00

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Income Statement Period = Apr 2024-Mar 2025 Book = Accrual Period to Date Year to Date Community Center Rental Fee 0.00 0.00 0.00 TOTAL OTHER INCOME 1,058.95 0.09 1,058.95 0.09 TOTAL INCOME 1,185,851.02 100.00 1,185,851.02 100.00 EXPENSES ADMINISTRATIVE Administrative Salaries COVID 0.00 0.00 0.00 0.00 Administrative Salaries 91,161.63 7.69 7.69 Administrative Salaries 91,161.63 Administrative Salaries - WH 0.00 0.00 0.00 0.00 Administrative Salaries - CH 0.00 0.00 0.00 0.00 Administrative Salaries - ... 0.00 0.00 0.00 0.00 Administrative Salaries - S... 0.00 0.00 0.00 0.00 Administrative Salaries ... 0.00 0.00 0.00 0.00 Administrative Rent Free Unit 0.00 0.00 0.00 0.00 Additional Compensation 0.00 0.00 0.00 0.00 0.00 0.00 Compensated Absences 0.00 0.00 7,153.41 7,153.41 Employee Benefit FICA -... 0.60 0.60 Employee Benefit FICA -... 0.00 0.00 0.00 0.00 Emp Benefit FICA - Admi .. 0.00 0.00 0.00 0.00 Employee Insurance - Admin 4,101.97 0.35 4,101.97 0.35 Retirement - Admin 0.00 0.00 0.00 0,00 Unemployment Insurance... 0.00 0.00 0.00 0.00 0.00 Unemployment Ins Admin... 0.00 0.00 0.00 Unemployment Ins Admin... 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 Unemployment Ins Admin... Unemployment Ins Admin... 0.00 0.00 0.00 0.00 Disability - Admin 0.00 0.00 0.00 0.00 Fitness - Admin 0.00 0.00 0.00 0.00 Workers Comp - Admin 1,303,44 0.11 1,303,44 0.11 Total Administrative Salaries 103,720.45 8.75 103,720.45 8.75 Legal Expense Unlawful Detainers 679.00 0.06 679.00 0.06 Employment Screening ... 46.64 0.00 46.64 0.00 474.26 Tenant Screening & Review 474.26 0.04 0.04 General Legal Expense 1,177.23 0.10 1,177.23 0.10 Total Legal Expense 2,377.13 0.20 2,377.13 0.20 Other Admin Expenses Staff Training 898,08 0.08 898.08 0.08 Staff Training - CFP - WH 0.00 0.00 0.00 0.00 Staff Training - CFP - CH 0.00 0.00 0.00 0.00

Page 3

Non-Hud Local-city Funded Housing (.cityhsg)

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Non-Hud Local-city Funded Housing (.cityhsg) Page 4 Income Statement Period = Apr 2024-Mar 2025 Book = Accrual Period to Date % Year to Date % Staff Training - CFP - SFS/6th 0.00 0.00 0.00 0.00 Staff Training - CFP - Sca... 0.00 0.00 0.00 0.00 Staff Training COVID 0.00 0.00 0.00 0.00 Travel 263.06 0.02 263.06 0.02 Travel - CFP - Westhaven 0.00 0.00 0.00 0.00 Travel - CFP - CH 0.00 0.00 0.00 0.00 Travel - CFP - SFS/6th 0.00 0.00 0.00 0.00 Travel - CFP - Scattered 0.00 0.00 0.00 0.00 Accounting Fees 0.00 0.00 0.00 0.00 Accounting Fees - WH 0.00 0.00 0.00 0.00 Accounting Fees - CH 0.00 0.00 0.00 0.00 Accounting Fees - SFS/6th 0.00 0.00 0.00 0.00 Accounting Fees - Scattered 0.00 0.00 0.00 0.00 **Auditing Fees** 2,833.37 0.24 2,833.37 0.24 Port Out Admin Fee Paid 0.00 0.00 0.00 0.00 95,400.55 8.04 95,400.55 8.04 Management Fee 0.00 0.00 Bookkeeping Fee 0.00 0.00 Asset Management Fee 0.00 0.00 0.00 0.00 Marketing 275.34 0.02 275.34 0.02 Security Deposit Assistance 0.00 0.00 0.00 0.00 Office Rent 0.00 0.00 0.00 0.00 Shop Rent Expense 0.00 0.00 0.00 0.00 4,436.76 0.37 4,436.76 0.37 Consultants Contract Services - CFP - WH 0.00 0.00 0.00 0.00 Contract Services - CFP - CH 0.00 0.00 0.00 0.00 Contract Services - SFS/6th 0.00 0.00 0.00 0.00 Contract Services - CFP -... 0.00 0.00 0.00 0.00 Contract Services COVID 0.00 0.00 0.00 0.00 Professional Meetings 111.51 0.01 111.51 0.01 VHDA Monitoring Fees 0.00 0.00 0.00 0.00 Total Other Admin Expenses 104,218.67 8.79 104,218.67 8.79 Miscellaneous Admin Expenses 1,921.36 0.16 Membership and Fees 1,921.36 0.16 Publications 0.00 0.28 0.00 0.28 835.46 0.07 835.46 0.07 Advertising 2,171.68 0.18 2,171.68 0.18 Office Supplies Office Supplies COVID 0.00 0.00 0.00 0.00 Fuel-Administrative 51.18 0.00 51.18 0.00 Computer Parts 0.00 0.00 0.00 0.00 Telecom & Cell Services 1,729.97 0.15 1,729.97 0.15 Postage 1,587.36 0.13 1,587.36 0.13 Software Liscense Fees 1,220.82 0.10 1,220.82 0.10 Software Fees - CFP - WH 0.00 0.00 0.00 0.00 Software Fees - CFP - CH 0.00 0.00 0.00 0.00 Software Fees - CFP - SF... 0.00 0.00 0.00 0.00 Software Fees - CFP - Sca... 0.00 0.00 0.00 0.00

2,240,73

Copy & Print Services

2,240.73

0.19

0.19

Non-Had Local-city Funded Housing (,cityteig)

Income Statement

Period = Apr 2024-Mar 2025

Book = Accrual

poor = Poorties	Period to Date	%	Year to Date	%
Printer Supplies	0.00	0.00	0.00	0.00
Software/IT	1,003.34	0.08	1,003.34	0.08
Software/IT-CFP-WH	0.00	0.00	0.00	0.00
Software/IT-CFP-CH	0.00	0.00	0.00	0.00
Software/IT-CFP-SFS/6th	0.00	0.00	0.00	0.00
Software/IT-CFP-Scattered	0.00	0.00	0.00	0.00
Network & Broadband Ser	1,515.78	0.13	1,515.78	0.13
Fax	0.00	0.00	0.00	0.00
Cell Phones/Pagers	0.00	0.00	0.00	0.00
Cell Phones - CFP - WH	0.00	0.00	0.00	0.00
Cell Phones - CFP - CH	0.00	0.00	0.00	0.00
Cell Phones - CFP - SFS/6th	0.00	0.00	0.00	0.00
Cell Phones - CFP - Scat	0.00	0.00	0.00	0.00
Temporary Administrative	0.00	0.00	0.00	0.00
Small Office Equipment	327.18	0.03	327.18	0.03
TV/Cable	0.00	0.00	0.00	0.00
Bank & Service Fees	128.00	0.01	128.00	0.0
Sponsorships	0.00	0.00	0.00	0.00
Other Misc Admin Expenses	2,146.57	0.18	2,146.57	0.18
Total Miscellaneous Admin	16,879.71	1.42	16,879.71	1.43
TOTAL ADMINISTRATIVE E	227,195.96	19.16	227,195.96	19.16
TENANT SERVICES				
Tenant Services Salaries	0.00	0.00	0.00	0.00
Employee Benefit Contrib	0.00	0.00	0.00	0.00
Resident Council	0.00	0.00	0.00	0.0
Other Tenant Svcs.	1,836.11	0.15	1,836.11	0.1
Tenant Services Contract	0.00	0.00	0.00	0.00
Tenant Relocation	1,400.00	0.12	1,400.00	0.13
TOTAL TENANT SERVICES	3,236.11	0.27	3,236.11	0.27
UTILITIES				
Water	26,757.50	2.26	26,757.50	2.20
Electricity	8,102.93	0.68	8,102.93	0.6
Electricity-Vacant Units	0.00	0.00	0.00	0.00
Gas	8,357.72	0.70	8,357.72	0.70
Gas-Vacant Units	0.00	0.00	0.00	0.0
Heating Oil	0.00	0.00	0.00	0.00
Garbage/Trash Removal	14,906.43	1.26	14,906.43	1.20
Sewer	33,499.64	2.82	33,499.64	2.83
Stormwater Tax	2,428.45	0.20	2,428.45	0.20
TOTAL UTILITY EXPENSES	94,052.67	7.93	94,052.67	7.90
MAINTENANCE AND OPERA				
General Maint Expense				
			4 050 70	0.08
Maintenance and Repairs	1,059.76	0.09	1,059.76	0.08

Non-Hud Local-city Funded Housing (,cityhsg)

Income Statement

Period = Apr 2024-Mar 2025

Book = Accrual

JON = ALCOHOLI	Period to Date	%	Year to Date	%
Maintenance and Repairs	9.85	0.00	9.85	0.00
Maintenance Salaries	115,758.96	9.76	115,758.96	9.76
Maintenance Salary - WH	0.00	0.00	0.00	0.00
Maintenance Salary - CH	0.00	0.00	0.00	0.00
Maintenance Salary - SFS/6th	0.00	0.00	0.00	0.00
Maintenance Salary - Sca	0.00	0.00	0.00	0.00
Maintenance Salaries COVID	0.00	0.00	0.00	0.00
Maintenance Salaries	0.00	0.00	0.00	0.00
Maintenance Labor-Grounds	0.00	0.00	0.00	0.00
Maint-On Call Service	0.00	0.00	0.00	0.00
Maintenance - Temporary	0.00	0.00	0.00	0.00
Maint, Empl. Rent Free Unit	0.00	0.00	0.00	0.00
FICA - Maintenance	14,011.89	1.18	14,011.89	1.18
FICA - Res Appr - WH	0.00	0.00	0.00	0.00
FICA - Res Appr - CH	0.00	0.00	0.00	0.00
FICA - Res Appr - SFS/6th	0.00	0.00	0.00	0.00
FICA - Res Appr - Scattered	0.00	0.00	0.00	0.00
Employee Insurance - Ma	10,542.28	0.89	10,542.28	0.89
Insurance - Res Appr - WH	0.00	0.00	0.00	0.00
Insurance - Res Appr - CH	0.00	0.00	0.00	0.00
Insurance - Res Appr - SF	0.00	0.00	0.00	0.00
Insurance - Res Appr - Sc	0.00	0.00	0.00	0.00
Retirement - Maintenance	0.00	0.00	0.00	0.00
Retirement - Res Appr - WH	0.00	0.00	0.00	0.00
Retirement - Res Appr - CH	0.00	0.00	0.00	0.00
Retirement - Res Appr	0.00	0.00	0.00	0.00
Retirement - Res Appr - S	0.00	0.00	0.00	0.00
Unemployment Insurance	0.00	0.00	0.00	0.00
Unemployment Ins - Res	0.00	0.00	0.00	0.00
Unemployment Ins - Res	0.00	0.00	0.00	0.00
Unemployment Ins - Res	0.00	0.00	0.00	0.00
Unemployment Ins - Res	0.00	0.00	0.00	0.00
Disability - Maintenance	0.00	0.00	0.00	0.00
Disability - Res Appr - WH	0.00	0.00	0.00	0.00
Disability - Res Appr - CH	0.00	0.00	0.00	0.00
Disability - Res Appr - SF	0.00	0.00	0.00	0.00
Disability - Res Appr - Sca	0.00	0.00	0.00	0.00
Fitness - Maintenance	0.00	0.00	0.00	0.00
Fitness - Res Appr - WH	0.00	0.00	0.00	0.00
Fitness - Res Appr - CH	0.00	0.00	0.00	0.00
Fitness - Res Appr - SFS/6th	0.00	0.00	0.00	0.00
Fitness - Res Appr - Scat	0.00	0.00	0.00	0.00
Workers Comp - Maintenance	1,458.26	0.12	1,458.26	0.12
Workers Comp - Res App	0.00	0.00	0.00	0.00
Workers Comp - Res Appr	0.00	0.00	0.00	0.00
Workers Comp - Res Appr	0.00	0.00	0.00	0.00
Workers Comp - Res Appr	0.00	0.00	0.00	0.00

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Non-Hud Local-city Funded Housing (.cityhsg)

Income Statement

Period = Apr 2024-Mar 2025

Book = Accrual	Period to Date	%	Year to Date	4
Force Account Labor	0.00	0.00	0.00	0.0
Workers Comp - Force Labor	0.00	0.00	0.00	0.0
FICA - Force Account Labor	0.00	0.00	0.00	0.0
Insurance - Force Account Labor	0.00	0.00	0.00	0.0
Retirement - Force Account Labor	0.00	0.00	0.00	0.0
Maintenance Uniforms	4,320.59	0.36	4,320.59	0.3
Maintenance Uniforms - WH	0.00	0.00	0.00	0.0
Maintenance Uniforms - CH	0.00	0.00	0.00	0.0
Maintenance Uniforms	0.00	0.00	0.00	0.0
Maintenance Uniforms - S	0.00	0.00	0.00	0.0
Maintenance Travel/Training	0.00	0.00	0.00	0.0
XXX Vehicle Gas, Oil, Grease	0.00	0.00	0.00	0.0
Total General Maint Expense	147,711,99	12.46	147,711,99	12.4
Materials			,	
Supplies-Grounds	4.198.90	0.35	4.198.90	0.3
Supplies - Grounds - WH	0.00	0.00	0.00	0.0
Supplies - Grounds - CH	0.00	0.00	0.00	0.0
Supplies - Grounds - SFS/6th	0.00	0.00	0.00	0.0
Supplies - Grounds - Scat	0.00	0.00	0.00	0.0
Supplies-Appliance	4,233.14	0.36	4.233.14	0.3
Supplies-Decorating/Painting	4,545.13	0.38	4,545.13	0.3
Supplies-Electrical	5.456.43	0.46	5,456,43	0.4
Supplies-Exterminating	0.00	0.00	0.00	0.0
Supplies-Janitorial/Cleaning	2.935.27	0.25	2.935.27	0.2
Supplies Cleaning COVID	0.00	0.00	0.00	0.0
Supplies-Maint/Repairs	24.231.68	2.04	24,231.68	2.0
Supplies-Maint/Repairs - WH	0.00	0.00	0.00	0.0
Supplies-Maint/Repairs - CH	0.00	0.00	0.00	0.0
Supplies-Maint/Repairs	0.00	0.00	0.00	0.0
Supplies-Maint/Repairs	0.00	0.00	0.00	0.0
Supplies Maintenance COVID	0.00	0.00	0.00	0.0
Supplies-Plumbing	9.990.28	0.84	9.990.28	0.0
Supplies-Tools and Equi	3,770.80	0.32	3,770.80	0.3
Supplies-Tools and Equi Supplies-Consumables	0.00	0.00	0.00	0.0
Supplies-Turn	0.00	0.00	0.00	0.0
Supplies - Snow Removal	144.34	0.01	144.34	0.0
Supplies-HVAC	1.598.74	0.13	1.598.74	0.1
Vehicle-Gas & Oil	4.015.77	0.13	4.015.77	0.3
Total Materials	65.120.48	5.49	65,120.48	5.4
Contract Costs	65,120.46	3.48	05,120.40	5.4
Contract-Alarm/Extinguisher	10.08	0.00	10.08	0.0
-	0.00	0.00	0.00	0.0
Contract-Appliance Contract-Building Repairs	153.395.88	12.94	0.00 153,395.88	12.
	153,395.88	12.94	153,395.88	12.
Contract- Building Repai				
Contract- Building Repairs CH	0.00	0.00	0.00	0.0
Contract- Building Repair	0.00	0.00	0.00	0.0
Contract- Building Repair	0.00	0.00	0.00	0.0

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Non-Hud Local-city Funded Housing (.cityhsg)

Income Statement

Period = Apr 2024-Mar 2025

Book = Accrual				
and an arrangement of the second	Period to Date	%	Year to Date	%
Force Account Labor	0.00	0.00	0.00	0.00
Workers Comp - Force Labor	0.00	0.00	0.00	0.00
FICA - Force Account Labor	0.00	0.00	0.00	0.00
Insurance - Force Account Labor	0.00	0.00	0.00	0.00
Retirement - Force Account Labor	0.00	0.00	0.00	0.00
Maintenance Uniforms	4,320.59	0.36	4,320.59	0.36
Maintenance Uniforms - WH	0.00	0.00	0.00	0.00
Maintenance Uniforms - CH	0.00	0.00	0.00	0.00
Maintenance Uniforms	0.00	0.00	0.00	0.00
Maintenance Uniforms - S	0.00	0.00	0.00	0.00
Maintenance Travel/Training	0.00	0.00	0.00	0.00
XXX Vehicle Gas, Oil, Grease_	0.00	0.00	0.00	0.00
Total General Maint Expense	147,711.99	12.46	147,711.99	12.46
Materials				
Supplies-Grounds	4,198.90	0.35	4,198.90	0.35
Supplies - Grounds - WH	0.00	0.00	0.00	0.00
Supplies - Grounds - CH	0.00	0.00	0.00	0.00
Supplies - Grounds - SFS/6th	0.00	0.00	0.00	0.00
Supplies - Grounds - Scat	0.00	0.00	0.00	0.00
Supplies-Appliance	4,233.14	0.36	4,233.14	0.36
Supplies-Decorating/Painting	4,545.13	0.38	4,545.13	0.38
Supplies-Electrical	5,456.43	0.46	5,456.43	0.46
Supplies-Exterminating	0.00	0.00	0.00	0.00
Supplies-Janitorial/Cleaning	2,935.27	0.25	2,935.27	0.25
Supplies Cleaning COVID	0.00	0.00	0.00	0.00
Supplies-Maint/Repairs	24,231.68	2.04	24,231.68	2.04
Supplies-Maint/Repairs - WH	0.00	0.00	0.00	0.00
Supplies-Maint/Repairs - CH	0.00	0.00	0.00	0.00
Supplies-Maint/Repairs	0.00	0.00	0.00	0.00
Supplies-Maint/Repairs	0.00	0.00	0.00	0.00
Supplies Maintenance COVID	0.00	0.00	0.00	0.00
Supplies-Plumbing	9,990.28	0.84	9,990.28	0.84
Supplies-Tools and Equi	3,770.80	0.32	3,770.80	0.32
Supplies-Consumables	0.00	0.00	0.00	0.00
Supplies-Turn	0.00	0.00	0.00	0.00
Supplies - Snow Removal	144.34	0.01	144.34	0.01
Supplies-HVAC	1,598.74	0.13	1,598.74	0.13
Vehicle-Gas & Oil	4,015.77	0.34	4,015.77	0.34
Total Materials	65,120.48	5.49	65,120.48	5.49
Contract Costs				
Contract-Alarm/Extinguisher	10.08	0.00	10.08	0.00
Contract-Appliance	0.00	0.00	0.00	0.00
Contract-Building Repairs	153,395.88	12.94	153,395.88	12.94
Contract- Building Repai	0.00	0.00	0.00	0.00
Contract- Building Repairs CH	0.00	0.00	0.00	0.00
Contract- Building Repair	0.00	0.00	0.00	0.00
Contract- Building Repair	0.00	0.00	0.00	0.00

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Financials Cont'd

Income Statement Period = Apr 2024-Mar 2025				
Book = Accrual				
	Period to Date	%	Year to Date	9
Contract-Carpet Cleaning	0.00	0.00	0.00	0.0
Contract-Decorating/Painting	0.00	0.00	0.00	0.0
Contract-Electrical	0.00	0.00	0.00	0.0
Contract-Pest Control	404.41	0.03	404.41	0.0
Contract-Floor Covering	0.00	0.00	0.00	0.0
Contract-Grounds	1,194.04	0.10	1,194.04	0.1
Contract-Grounds - WH	0.00	0.00	0.00	0.0
Contract-Grounds - CH	0.00	0.00	0.00	0.0
Contract-Grounds - SFS/6th	0.00	0.00	0.00	0.0
Contract-Grounds - Scattered	0.00	0.00	0.00	0.0
Contract-Janitorial/Cleaning	1,850.00	0.16	1,850.00	0.1
Contract-Plumbing	1,292.73	0.11	1,292.73	0.1
Contract-Plumbing-CH	0.00	0.00	0.00	0.0
Contract-Plumbing COVID	0.00	0.00	0.00	0.0
Contract-Window Covering	0.00	0.00	0.00	0.0
Contract-HVAC	416.28	0.04	416.28	0.0
Contract-Vehicle Maintenance	5,843.84	0.49	5,843.84	0.4
Contract-Equipment Rental	129.77	0.01	129.77	0.0
Contract-Maintenance Co	0.00	0.00	0.00	0.0
Contract-Elevator/Lift Service	0.00	0.00	0.00	0.0
Contract-Alarm Monitoring	128.53	0.01	128.53	0.0
Contract-Sprinkler Monitoring	0.00	0.00	0.00	0.0
Contract-Answering Service	367.09	0.03	367.09	0.0
Contract-IT Contracts	0.00	0.00	0.00	0.0
Contract-Consultants	369.60	0.03	369.60	0.0
Contract-Turn	0.00	0.00	0.00	0.0
Contract-Asset Fees	0.00	0.00	0.00	0.0
Contract-Bookkeeping Fees	0.00	0.00	0.00	0.0
Contract-Fee For Service	82.95	0.01	82.95	0.0
n-House Grounds	0.00	0.00	0.00	0.0
n-House Pest Control	0.00	0.00	0.00	0.0
Contract Costs-Other	0.00	0.00	0.00	0.0
Total Contract Costs	165,485.20	13.96	165,485.20	13.9
TOTAL MAINTENACE EXPENSES	378,317.67	31.90	378,317.67	31.9
GENERAL EXPENSES				
Insurance	0.00	0.00	0.00	0.0
Property Insurance	12.536.37	1.06	12.536.37	1.0
Liability Insurance	4,915.17	0.41	4,915.17	0.4
Auto Insurance	2.553.03	0.22	2,553.03	0.2
Other Business Insurance	981.45	0.08	981.45	0.0
Payments in Lieu of Taxes	0.00	0.00	0.00	0.0
Misc. Taxes/Liscenses/In	29.54	0.00	29.54	0.0
Organizational Costs	0.00	0.00	0.00	0.0
Severance Expense	0.00	0.00	0.00	0.0
Retiree Expense	28.14	0.00	28.14	0.0
Licaled Exhelise	0.00	0.00	20.14	0.0

Financials Cont'd

ook = Accrual				
ook = Accinal	Period to Date	%	Year to Date	9
Bad Debt-Other	0.00	0.00	0.00	0.0
Security/Law Enforcement	213.96	0.02	213.96	0.0
Security Protective Servi	0.00	0.00	0.00	0.0
Port-In HAP Expense	0.00	0.00	0.00	0.0
Other General Expense	188.36	0.02	188.36	0.0
Other General Expense	0.00	0.00	0.00	0.0
Expense to Reconcile Bank	0.00	0.00	0.00	0.0
TOTAL GENERAL EXPENSES	21,446.02	1.81	21,446.02	1.8
HOUSING ASSISTANCE PA				
Housing Assistance Pay	0.00	0.00	0.00	0.0
Tenant Utility Payments	0.00	0.00	0.00	0.0
Portable Out HAP Payments	0.00	0.00	0.00	0.0
FSS Escrow Payments	0.00	0.00	0.00	0.0
Security Deposit Assistance	0.00	0.00	0.00	0.0
Misc HAP Expense	0.00	0.00	0.00	0.0
FINANCING EXPENSE				
Closing Cost	0.00	0.00	0.00	0.0
Interest Expense-Loan 1	357,777.77	30.17	357,777.77	30.1
Interest Expense-Loan 2	0.00	0.00	0.00	0.0
Interest Expense-Bond 1	0.00	0.00	0.00	0.0
Interest Expense-Bond 2	0.00	0.00	0.00	0.0
Interest Expense-Mortga	0.00	0.00	0.00	0.0
Interest Expense-Rel Part	0.00	0.00	0.00	0.0
TOTAL FINANCING EXPENSES	357,777.77	30.17	357,777.77	30.1
NON-OPERATING ITEMS				
Depreciation-Buildings	0.00	0.00	0.00	0.0
Depreciation-Furn,Equip	0.00	0.00	0.00	0.0
Depreciation-Furn,Equip	0.00	0.00	0.00	0.0
Depreciation-Leashold Im	0.00	0.00	0.00	0.0
Depreciation-Infratstructure	0.00	0.00	0.00	0.0
Operating Transfers OUT	0.00	0.00	0.00	0.0
Prior Period Adjustments	0.00	0.00	0.00	0.0
Gain/Loss on Sale of Fix	0.00	0.00	0.00	0.0
Gain/Loss from Disposition	0.00	0.00	0.00	0.0
Gain/Loss from Sale Dispo	0.00	0.00	0.00	0.0
Casualty Losses-Non Capi	0.00	0.00	0.00	0.0
Prior Period Adjustment	0.00	0.00	0.00	0.0
TOTAL EXPENSES	1,082,026.20	91.24	1,082,026.20	91.2



Non-Reoccurring Expenses

- All of the expenses below were one time expenses:
 - Roof Replacement: \$135,000.00
 - Consultant: \$4,436.76 (Appraisal fees)

Upcoming Projects

- Roof replacement at other housing units within the portfolio.
 - We previously worked with a local nonprofit to identify roofs and units that were eligible for free solar, but we did not receive the funding to replace the roofs.
 - We may look to undertake this project in the future.
- CRHA is currently analyzing the appropriate timeline to submit a request for 4% state bond financing to complete large-scale redevelopment and buyout the City.
 - Current timeline is Winter 2027, but we are exploring ways to move up the timeline.

Income Statement

Period = Apr 2024-Mar 2025

Book = Accrual

Book = Accrual	Period to Date	%	Year to Date	%
Cash - Construction	0.00	0.00	0.00	0.00
CH RENO Loan Escrow	0.00	0.00	0.00	0.00
SFP1 Loan Escrow	0.00	0.00	0.00	0.00
HAP 4749	0.00	0.00	0.00	0.00
A/R HUD-WH	0.00	0.00	0.00	0.00
Building - WH - EXCLUDED	0.00	0.00	0.00	0.00
Building - CH - EXCLUDED	0.00	0.00	0.00	0.00
Building - SFS/6th - EX	0.00	0.00	0.00	0.00
Building - Scattered - E	0.00	0.00	0.00	0.00
Furn and Equip-COVID	0.00	0.00	0.00	0.00
Site Improvement - WH - EXC	0.00	0.00	0.00	0.00
Site Improvement - CH - EXC	0.00	0.00	0.00	0.00
Site Improvement - SFS/6t	0.00	0.00	0.00	0.00
Site Improvement - Scatte	0.00	0.00	0.00	0.00
Accumulated Depreciation - E	0.00	0.00	0.00	0.00
Fees Costs	0.00	0.00	0.00	0.00
Loan Origination Fees	0.00	0.00	0.00	0.00
Deferred Outflows of Res	0.00	0.00	0.00	0.00
Deferred Inflows of Reso	0.00	0.00	0.00	0.00
Deferred Inflows of Reso	0.00	0.00	0.00	0.00
INCOME				
INCOME				
TENANT INCOME				
Rental Income				
Rent Income-Gross Potential	0.00	0.00	0.00	0.00
Tenant Rent	751,717.30	63.39	751,717.30	63.39
Pre Yardi Rent Balances	1,115.00	0.09	1,115.00	0.09
Pre Yardi Other Balances	0.00	0.00	0.00	0.00
Tenant Assistance Rent	261,229.00	22.03	261,229.00	22.03
Utility ReimbAffordable	0.00	0.00	0.00	0.00
Tax Credit Subsidy	0.00	0.00	0.00	0.00
Tenant Based Subsidy I	0.00	0.00	0.00	0.00
Less: Vacancies	0.00	0.00	0.00	0.00
Less: Concessions	0.00	0.00	0.00	0.00
Less: Prepaid Rents	0.00	0.00	0.00	0.00
Less: Delinquencies	0.00	0.00	0.00	0.00
Less: Admin/Employee Unit	0.00	0.00	0.00	0.00
Subsidy Adjustments	0.00	0.00	0.00	0.00
Total Rental Income	1,014,061.30	85.51	1,014,061.30	85.51
Other Tenant Income				
Laundry and Vending	654.05	0.06	654.05	0.06
Cleaning Fee	0.00	0.00	0.00	0.00
Damages	0.00	0.00	0.00	0.00
Late Fees	0.00	0.00	0.00	0.00
Legal Fees - Tenant	518.10	0.04	518.10	0.04

Period = Apr 2024-Mar 2025

Book = Accrual	Period to Date	%	Year to Date	0/
Tanant Oward Litilities				2.00
Tenant Core aging	34,368.00	2.90	34,368.00	2.90
Tenant Screening Misc.Tenant Income	0.00	0.00	0.00	0.00
Tenant Owed Utilities - Water	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Pet Fee	0.00	0.00	0.00	0.00
Total Other Tenant Income	35,540.15	3.00	35,540.15	3.00
NET TENANT INCOME	1,049,601.45	88.51	1,049,601.45	88.51
GRANT INCOME				
HUD PHA Operating Gran	0.00	0.00	0.00	0.00
HUD Operating Subsidy	0.00	0.00	0.00	0.00
HUD PHA Shortfall Funds	0.00	0.00	0.00	0.00
Section 8 HAP Earned	0.00	0.00	0.00	0.00
Section 8 Admin. Fee Income	0.00	0.00	0.00	0.00
Section 8 FSS Grant Income	0.00	0.00	0.00	0.00
Port-In Admin Fees Earned	0.00	0.00	0.00	0.00
Section 8 Hard to House	0.00	0.00	0.00	0.00
Port In HAP Earned	0.00	0.00	0.00	0.00
Section 8 EHV Prelim & S	0.00	0.00	0.00	0.00
FSS Ross Grants	0.00	0.00	0.00	0.00
Other Government Grants	135,190.62	11.40	135,190.62	11.40
Capital Fund Grants	0.00	0.00	0.00	0.00
CFP Grants - WH	0.00	0.00	0.00	0.00
CFP Grants - CH	0.00	0.00	0.00	0.00
CFP Grants - SFS/6th	0.00	0.00	0.00	0.00
CFP Grants - Scattered	0.00	0.00	0.00	0.00
Capital Fund Grants-Soft	0.00	0.00	0.00	0.00
CFP Grants - Soft - WH	0.00	0.00	0.00	0.00
CFP Grants - Soft - CH	0.00	0.00	0.00	0.00
CFP Grants - Soft - SFS/6th	0.00	0.00	0.00	0.00
CFP Grants - Soft - Scattered	0.00	0.00	0.00	0.00
TOTAL GRANT INCOME	135,190.62	11.40	135,190.62	11.40
OTHER INCOME Investment Income - Unres	0.00	0.00	0.00	0.00
Investment Income - Restr	0.00	0.00	0.00	0.00
Interest Income	997.15	0.08	997.15	
	0.00	0.00	0.00	0.08
Management Fee Income				0.00
Bookkeeping Fee Income	0.00	0.00	0.00	0.00
Asset Management Fee	0.00	0.00	0.00	0.00
Fraud Recovery - HAP	0.00	0.00	0.00	0.00
Fraud Recovery - Admin	0.00	0.00	0.00	0.00
Miscellaneous Other Income	61.80	0.01	61.80	0.01
Developer Fee Income	0.00	0.00	0.00	0.00
Operating Transfers IN	0.00	0.00	0.00	0.00
Community Grant Income	0.00	0.00	0.00	0.00
Other Income	0.00	0.00	0.00	0.00

Period = Apr 2024-Mar 2025

BOOK = ACCIUAI	Period to Date	%	Year to Date	%
Community Center Rental Fee	0.00	0.00	0.00	0.00
TOTAL OTHER INCOME	1,058.95	0.09	1,058.95	0.09
TOTAL INCOME	1,185,851.02	100.00	1,185,851.02	100.00
EXPENSES				
ADMINISTRATIVE				
Administrative Salaries COVID Administrative Salaries	0.00	0.00	0.00	0.00
Administrative Salaries	91,161.63	7.69	91,161.63	7.69
Administrative Salaries - WH	0.00	0.00	0.00	0.00
Administrative Salaries - CH	0.00	0.00	0.00	0.00
Administrative Salaries	0.00	0.00	0.00	0.00
Administrative Salaries - S	0.00	0.00	0.00	0.00
Administrative Salaries	0.00	0.00	0.00	0.00
Administrative Rent Free Unit	0.00	0.00	0.00	0.00
Additional Compensation	0.00	0.00	0.00	0.00
Compensated Absences	0.00	0.00	0.00	0.00
Employee Benefit FICA	7,153.41	0.60	7,153.41	0.60
Employee Benefit FICA	0.00	0.00	0.00	0.00
Employee Benefit FICA	0.00	0.00	0.00	0.00
Employee Benefit FICA	0.00	0.00	0.00	0.00
Employee Benefit FICA	0.00	0.00	0.00	0.00
Emp Benefit FICA - Admi	0.00	0.00	0.00	0.00
Employee Insurance - Admin	4,101.97	0.35	4,101.97	0.35
Retirement - Admin	0.00	0.00	0.00	0.00
Unemployment Insurance	0.00	0.00	0.00	0.00
Unemployment Ins Admin	0.00	0.00	0.00	0.00
Unemployment Ins Admin	0.00	0.00	0.00	0.00
Unemployment Ins Admin	0.00	0.00	0.00	0.00
Unemployment Ins Admin	0.00	0.00	0.00	0.00
Disability - Admin	0.00	0.00	0.00	0.00
Fitness - Admin	0.00	0.00	0.00	0.00
Workers Comp - Admin	1,303.44	0.11	1,303.44	0.11
Total Administrative Salaries	103,720.45	8.75	103,720.45	8.75
Legal Expense				
Unlawful Detainers	679.00	0.06	679.00	0.06
Employment Screening	46.64	0.00	46.64	0.00
Tenant Screening & Review	474.26	0.04	474.26	0.04
General Legal Expense	1,177.23	0.10	1,177.23	0.10
Total Legal Expense	2,377.13	0.20	2,377.13	0.20
Other Admin Expenses				
Staff Training	898.08	0.08	898.08	0.08
Staff Training - CFP - WH	0.00	0.00	0.00	0.00
Staff Training - CFP - CH	0.00	0.00	0.00	0.00

Period = Apr 2024-Mar 2025

Book = Accrual	Period to Date	%	Year to Date	%
Staff Training - CFP - SFS/6th	0.00	0.00	0.00	0.00
Staff Training - CFP - Sca	0.00	0.00	0.00	0.00
Staff Training COVID	0.00	0.00	0.00	0.00
Travel	263.06	0.02	263.06	0.02
Travel - CFP - Westhaven	0.00	0.00	0.00	0.00
Travel - CFP - CH	0.00	0.00	0.00	0.00
Travel - CFP - SFS/6th	0.00	0.00	0.00	0.00
Travel - CFP - Scattered	0.00	0.00	0.00	0.00
Accounting Fees	0.00	0.00	0.00	0.00
Accounting Fees - WH	0.00	0.00	0.00	0.00
Accounting Fees - CH	0.00	0.00	0.00	0.00
Accounting Fees - SFS/6th	0.00	0.00	0.00	0.00
Accounting Fees - Scattered	0.00	0.00	0.00	0.00
Auditing Fees	2,833.37	0.24	2,833.37	0.24
Port Out Admin Fee Paid	0.00	0.00	0.00	0.00
Management Fee	95,400.55	8.04	95,400.55	8.04
Bookkeeping Fee	0.00	0.00	0.00	0.00
Asset Management Fee	0.00	0.00	0.00	0.00
Marketing	275.34	0.02	275.34	0.02
Security Deposit Assistance	0.00	0.00	0.00	0.00
Office Rent	0.00	0.00	0.00	0.00
Shop Rent Expense	0.00	0.00	0.00	0.00
Consultants	4,436.76	0.37	4,436.76	0.37
Contract Services - CFP - WH	0.00	0.00	0.00	0.00
Contract Services - CFP - CH	0.00	0.00	0.00	0.00
Contract Services - SFS/6th	0.00	0.00	0.00	0.00
Contract Services - CFP	0.00	0.00	0.00	0.00
Contract Services COVID	0.00	0.00	0.00	0.00
Professional Meetings	111.51	0.01	111.51	0.01
VHDA Monitoring Fees	0.00	0.00	0.00	0.00
Total Other Admin Expenses	104,218.67	8.79	104,218.67	8.79
Miscellaneous Admin Expenses				
Membership and Fees	1,921.36	0.16	1,921.36	0.16
Publications	0.28	0.00	0.28	0.00
Advertising	835.46	0.07	835.46	0.07
Office Supplies	2,171.68	0.18	2,171.68	0.18
Office Supplies COVID	0.00	0.00	0.00	0.00
Fuel-Administrative	51.18	0.00	51.18	0.00
Computer Parts	0.00	0.00	0.00	0.00
Telecom & Cell Services	1,729.97	0.15	1,729.97	0.15
Postage	1,587.36	0.13	1,587.36	0.13
Software Liscense Fees	1,220.82	0.10	1,220.82	0.10
Software Fees - CFP - WH	0.00	0.00	0.00	0.00
Software Fees - CFP - CH	0.00	0.00	0.00	0.00
Software Fees - CFP - SF	0.00	0.00	0.00	0.00
Software Fees - CFP - Sca	0.00	0.00	0.00	0.00
Copy & Print Services	2,240.73	0.19	2,240.73	0.19

Period = Apr 2024-Mar 2025

Book = Accrual	Period to Date	%	Year to Date	%
Printer Supplies	0.00	0.00	0.00	0.00
Software/IT	1,003.34	0.08	1,003.34	0.08
Software/IT-CFP-WH	0.00	0.00	0.00	0.00
Software/IT-CFP-CH	0.00	0.00	0.00	0.00
Software/IT-CFP-SFS/6th	0.00	0.00	0.00	0.00
Software/IT-CFP-Scattered	0.00	0.00	0.00	0.00
Network & Broadband Ser	1,515.78	0.13	1,515.78	0.13
Fax	0.00	0.00	0.00	0.00
Cell Phones/Pagers	0.00	0.00	0.00	0.00
Cell Phones - CFP - WH	0.00	0.00	0.00	0.00
Cell Phones - CFP - CH	0.00	0.00	0.00	0.00
Cell Phones - CFP - SFS/6th	0.00	0.00	0.00	0.00
Cell Phones - CFP - Scat	0.00	0.00	0.00	0.00
Temporary Administrative	0.00	0.00	0.00	0.00
Small Office Equipment	327.18	0.03	327.18	0.03
TV/Cable	0.00	0.00	0.00	0.00
Bank & Service Fees	128.00	0.01	128.00	0.01
Sponsorships	0.00	0.00	0.00	0.00
Other Misc Admin Expenses	2,146.57	0.18	2,146.57	0.18
Total Miscellaneous Admin	16,879.71	1.42	16,879.71	1.42
TOTAL ADMINISTRATIVE E	227,195.96	19.16	227,195.96	19.16
TENANT SERVICES				
Tenant Services Salaries	0.00	0.00	0.00	0.00
Employee Benefit Contrib	0.00	0.00	0.00	0.00
Resident Council	0.00	0.00	0.00	0.00
Other Tenant Svcs.	1,836.11	0.00	1,836.11	0.00
Tenant Services Contract	0.00	0.00	0.00	0.13
Tenant Relocation	1,400.00	0.12	1,400.00	0.00
TOTAL TENANT SERVICES	3,236.11	0.12	3,236.11	0.12
	-,-		-,	
UTILITIES				
Water	26,757.50	2.26	26,757.50	2.26
Electricity	8,102.93	0.68	8,102.93	0.68
Electricity-Vacant Units	0.00	0.00	0.00	0.00
Gas	8,357.72	0.70	8,357.72	0.70
Gas-Vacant Units	0.00	0.00	0.00	0.00
Heating Oil	0.00	0.00	0.00	0.00
Garbage/Trash Removal	14,906.43	1.26	14,906.43	1.26
Sewer	33,499.64	2.82	33,499.64	2.82
Stormwater Tax	2,428.45	0.20	2,428.45	0.20
TOTAL UTILITY EXPENSES	94,052.67	7.93	94,052.67	7.93
MAINTENANCE AND OPERA				
General Maint Expense				
Contra Mant Expense				
Maintenance and Repairs	1,059.76	0.09	1,059.76	0.09

Period = Apr 2024-Mar 2025

Accrual	Period to Date	%	Year to Date	
Maintenance and Repairs	9.85	0.00	9.85	0.0
Maintenance Salaries	115,758.96	9.76	115,758.96	9.7
Maintenance Salary - WH	0.00	0.00	0.00	0.0
Maintenance Salary - CH	0.00	0.00	0.00	0.0
Maintenance Salary - SFS/6th	0.00	0.00	0.00	0.0
Maintenance Salary - Sca	0.00	0.00	0.00	0.0
Maintenance Salaries COVID	0.00	0.00	0.00	0.0
Maintenance Salaries	0.00	0.00	0.00	0.0
Maintenance Labor-Grounds	0.00	0.00	0.00	0.0
Maint-On Call Service	0.00	0.00	0.00	0.
Maintenance - Temporary	0.00	0.00	0.00	0.0
Maint. Empl. Rent Free Unit	0.00	0.00	0.00	0.0
FICA - Maintenance	14,011.89	1.18	14,011.89	1.
FICA - Res Appr - WH	0.00	0.00	0.00	0.0
FICA - Res Appr - CH	0.00	0.00	0.00	0.
FICA - Res Appr - SFS/6th	0.00	0.00	0.00	0.
FICA - Res Appr - Scattered	0.00	0.00	0.00	0.
Employee Insurance - Ma	10,542.28	0.89	10,542.28	0.
Insurance - Res Appr - WH	0.00	0.00	0.00	0.
Insurance - Res Appr - CH	0.00	0.00	0.00	0.
Insurance - Res Appr - SF	0.00	0.00	0.00	0.
Insurance - Res Appr - Sc	0.00	0.00	0.00	0.
Retirement - Maintenance	0.00	0.00	0.00	0.
Retirement - Res Appr - WH	0.00	0.00	0.00	0.
Retirement - Res Appr - CH	0.00	0.00	0.00	0.
Retirement - Res Appr	0.00	0.00	0.00	0.
Retirement - Res Appr - S	0.00	0.00	0.00	0.
Unemployment Insurance	0.00	0.00	0.00	0
Unemployment Ins - Res	0.00	0.00	0.00	0
Unemployment Ins - Res	0.00	0.00	0.00	0.
Unemployment Ins - Res	0.00	0.00	0.00	0.
Unemployment Ins - Res	0.00	0.00	0.00	0.
Disability - Maintenance	0.00	0.00	0.00	0.
Disability - Res Appr - WH	0.00	0.00	0.00	0.
Disability - Res Appr - CH	0.00	0.00	0.00	0.
Disability - Res Appr - SF	0.00	0.00	0.00	0.
Disability - Res Appr - Sca	0.00	0.00	0.00	0.
Fitness - Maintenance	0.00	0.00	0.00	0.
Fitness - Res Appr - WH	0.00	0.00	0.00	0.
Fitness - Res Appr - CH	0.00	0.00	0.00	0.
Fitness - Res Appr - SFS/6th	0.00	0.00	0.00	0.
Fitness - Res Appr - Scat	0.00	0.00	0.00	0.
Workers Comp - Maintenance	1,458.26	0.12	1,458.26	0.
Workers Comp - Res App	0.00	0.00	0.00	0.
Workers Comp - Res Appr	0.00	0.00	0.00	0.
Workers Comp - Res Appr	0.00	0.00	0.00	0.
Workers Comp - Res Appr	0.00	0.00	0.00	0.

Period = Apr 2024-Mar 2025

Book = Accrual	Period to Date	%	Year to Date	%
Force Account Labor	0.00	0.00	0.00	0.00
Workers Comp - Force Labor	0.00	0.00	0.00	0.00
FICA - Force Account Labor	0.00	0.00	0.00	0.00
Insurance - Force Account Labor	0.00	0.00	0.00	0.00
Retirement - Force Account Labor	0.00	0.00	0.00	0.00
Maintenance Uniforms	4,320.59	0.36	4,320.59	0.36
Maintenance Uniforms - WH	0.00	0.00	0.00	0.00
Maintenance Uniforms - CH	0.00	0.00	0.00	0.00
Maintenance Uniforms	0.00	0.00	0.00	0.00
Maintenance Uniforms - S	0.00	0.00	0.00	0.00
Maintenance Travel/Training	0.00	0.00	0.00	0.00
XXX Vehicle Gas, Oil, Grease	0.00	0.00	0.00	0.00
Total General Maint Expense	147,711.99	12.46	147,711.99	12.46
Materials	•		,	
Supplies-Grounds	4,198.90	0.35	4,198.90	0.35
Supplies - Grounds - WH	0.00	0.00	0.00	0.00
Supplies - Grounds - CH	0.00	0.00	0.00	0.00
Supplies - Grounds - SFS/6th	0.00	0.00	0.00	0.00
Supplies - Grounds - Scat	0.00	0.00	0.00	0.00
Supplies-Appliance	4,233.14	0.36	4,233.14	0.36
Supplies-Decorating/Painting	4,545.13	0.38	4,545.13	0.38
Supplies-Electrical	5,456.43	0.46	5,456.43	0.46
Supplies-Exterminating	0.00	0.00	0.00	0.00
Supplies-Janitorial/Cleaning	2,935.27	0.25	2,935.27	0.25
Supplies Cleaning COVID	0.00	0.00	0.00	0.00
Supplies-Maint/Repairs	24,231.68	2.04	24,231.68	2.04
Supplies-Maint/Repairs - WH	0.00	0.00	0.00	0.00
Supplies-Maint/Repairs - CH	0.00	0.00	0.00	0.00
Supplies-Maint/Repairs	0.00	0.00	0.00	0.00
Supplies-Maint/Repairs	0.00	0.00	0.00	0.00
Supplies Maintenance COVID	0.00	0.00	0.00	0.00
Supplies-Plumbing	9,990.28	0.84	9,990.28	0.84
Supplies-Tools and Equi	3,770.80	0.32	3,770.80	0.32
Supplies-Consumables	0.00	0.00	0.00	0.00
Supplies-Turn	0.00	0.00	0.00	0.00
Supplies - Snow Removal	144.34	0.01	144.34	0.01
Supplies-HVAC	1,598.74	0.13	1,598.74	0.13
Vehicle-Gas & Oil	4,015.77	0.34	4,015.77	0.34
Total Materials	65,120.48	5.49	65,120.48	5.49
Contract Costs	•		,	
Contract-Alarm/Extinguisher	10.08	0.00	10.08	0.00
Contract-Appliance	0.00	0.00	0.00	0.00
Contract-Building Repairs	153,395.88	12.94	153,395.88	12.94
Contract- Building Repai	0.00	0.00	0.00	0.00
Contract- Building Repairs CH	0.00	0.00	0.00	0.00
Contract- Building Repair	0.00	0.00	0.00	0.00
Contract- Building Repair	0.00	0.00	0.00	0.00

Period = Apr 2024-Mar 2025

Book = Accrual	Period to Date	%	Year to Date	%
Contract-Carpet Cleaning	0.00	0.00	0.00	0.00
Contract-Decorating/Painting	0.00	0.00	0.00	0.00
Contract-Electrical	0.00	0.00	0.00	0.00
Contract-Pest Control	404.41	0.03	404.41	0.03
Contract-Floor Covering	0.00	0.00	0.00	0.00
Contract-Grounds	1,194.04	0.10	1,194.04	0.10
Contract-Grounds - WH	0.00	0.00	0.00	0.00
Contract-Grounds - CH	0.00	0.00	0.00	0.00
Contract-Grounds - SFS/6th	0.00	0.00	0.00	0.00
Contract-Grounds - Scattered	0.00	0.00	0.00	0.00
Contract-Janitorial/Cleaning	1,850.00	0.16	1,850.00	0.16
Contract-Plumbing	1,292.73	0.11	1,292.73	0.11
Contract-Plumbing-CH	0.00	0.00	0.00	0.00
Contract-Plumbing COVID	0.00	0.00	0.00	0.00
Contract-Window Covering	0.00	0.00	0.00	0.00
Contract-HVAC	416.28	0.04	416.28	0.04
Contract-Vehicle Maintenance	5,843.84	0.49	5,843.84	0.49
Contract-Equipment Rental	129.77	0.01	129.77	0.01
Contract-Maintenance Co	0.00	0.00	0.00	0.00
Contract-Elevator/Lift Service	0.00	0.00	0.00	0.00
Contract-Alarm Monitoring	128.53	0.01	128.53	0.01
Contract-Sprinkler Monitoring	0.00	0.00	0.00	0.00
Contract-Answering Service	367.09	0.03	367.09	0.03
Contract-IT Contracts	0.00	0.00	0.00	0.00
Contract-Consultants	369.60	0.03	369.60	0.03
Contract-Turn	0.00	0.00	0.00	0.00
Contract-Asset Fees	0.00	0.00	0.00	0.00
Contract-Bookkeeping Fees	0.00	0.00	0.00	0.00
Contract-Fee For Service	82.95	0.01	82.95	0.01
In-House Grounds	0.00	0.00	0.00	0.00
In-House Pest Control	0.00	0.00	0.00	0.00
Contract Costs-Other	0.00	0.00	0.00	0.00
Total Contract Costs	165,485.20	13.96	165,485.20	13.96
TOTAL MAINTENACE EXPENSES	378,317.67	31.90	378,317.67	31.90
GENERAL EXPENSES				
Insurance	0.00	0.00	0.00	0.00
Property Insurance	12,536.37	1.06	12,536.37	1.06
Liability Insurance	4,915.17	0.41	4,915.17	0.41
Auto Insurance	2,553.03	0.22	2,553.03	0.22
Other Business Insurance	981.45	80.0	981.45	0.08
Payments in Lieu of Taxes	0.00	0.00	0.00	0.00
Misc. Taxes/Liscenses/In	29.54	0.00	29.54	0.00
Organizational Costs	0.00	0.00	0.00	0.00
Severance Expense	0.00	0.00	0.00	0.00
Retiree Expense	28.14	0.00	28.14	0.00
Bad Debt-Tenant Rents	0.00	0.00	0.00	0.00

Period = Apr 2024-Mar 2025

Book = Accrual	Period to Date	%	Year to Date	%
Bad Debt-Other	0.00	0.00	0.00	0.00
Security/Law Enforcement	213.96	0.02	213.96	0.02
Security Protective Servi	0.00	0.00	0.00	0.00
Port-In HAP Expense	0.00	0.00	0.00	0.00
Other General Expense	188.36	0.02	188.36	0.02
Other General Expense	0.00	0.00	0.00	0.00
Expense to Reconcile Bank	0.00	0.00	0.00	0.00
TOTAL GENERAL EXPENSES	21,446.02	1.81	21,446.02	1.81
HOUSING ASSISTANCE PA				
Housing Assistance Pay	0.00	0.00	0.00	0.00
Tenant Utility Payments	0.00	0.00	0.00	0.00
Portable Out HAP Payments	0.00	0.00	0.00	0.00
FSS Escrow Payments	0.00	0.00	0.00	0.00
Security Deposit Assistance	0.00	0.00	0.00	0.00
Misc HAP Expense	0.00	0.00	0.00	0.00
FINANCING EXPENSE				
Closing Cost	0.00	0.00	0.00	0.00
Interest Expense-Loan 1	357,777.77	30.17	357,777.77	30.17
Interest Expense-Loan 2	0.00	0.00	0.00	0.00
Interest Expense-Bond 1	0.00	0.00	0.00	0.00
Interest Expense-Bond 2	0.00	0.00	0.00	0.00
Interest Expense-Mortga	0.00	0.00	0.00	0.00
Interest Expense-Rel Part	0.00	0.00	0.00	0.00
TOTAL FINANCING EXPENSES	357,777.77	30.17	357,777.77	30.17
NON-OPERATING ITEMS				
Depreciation-Buildings	0.00	0.00	0.00	0.00
Depreciation-Furn, Equip	0.00	0.00	0.00	0.00
Depreciation-Furn, Equip	0.00	0.00	0.00	0.00
Depreciation-Leashold Im	0.00	0.00	0.00	0.00
Depreciation-Infratstructure	0.00	0.00	0.00	0.00
Operating Transfers OUT	0.00	0.00	0.00	0.00
Prior Period Adjustments	0.00	0.00	0.00	0.00
Gain/Loss on Sale of Fix	0.00	0.00	0.00	0.00
Gain/Loss from Disposition	0.00	0.00	0.00	0.00
Gain/Loss from Sale Dispo	0.00	0.00	0.00	0.00
Casualty Losses-Non Capi	0.00	0.00	0.00	0.00
Prior Period Adjustment	0.00	0.00	0.00	0.00
TOTAL EXPENSES	1,082,026.20	91.24	1,082,026.20	91.24
NET INCOME	103,824.82	8.76	103,824.82	8.76

Policy Briefing Summary

City Council



Regarding: Public Hearing and Ordinance regarding an Easement to Dominion

Energy for Undergrounding of Electrical Equipment at Pen Park and

Quarry Rd

Staff Contact(s):

Presenter:

Date of Proposed

June 2, 2025

Action:

Issue

Background / Rule

Analysis

Financial Impact

Recommendation

Recommended Motion (if Applicable)

Attachments

- 1. Proposed ordinance Granting easement to Dominion Pen Park, Quarry Rd 6.2.25
- 2. Dominion ROWs and Plats Pen Park & Quarry Rd

AN ORDINANCE GRANTING AN EASEMENT TO DOMINION ENERGY FOR THE UNDERGROUNDING OF ELECTRIC POWER EQUIPMENT

- **WHEREAS**, Dominion Energy Virginia (Dominion Energy) has a Strategic Underground Program that includes a system-wide initiative to shorten power restoration times following major storms. The initiative identifies overhead electric distribution lines and above ground equipment known to be susceptible to damage due to severe weather; and
- **WHEREAS**, Dominion Energy is requesting a permanent easement to relocate overhead power service and maintain a replacement underground power service located on City property located at Pen Park, parcel numbers 48B002000 and 48B001000, and Quarry Park, parcel number 600255000; and
- WHEREAS, placement of the existing overhead electric equipment underground will not adversely affect current use or future planned use of the properties; and
- **WHEREAS**, pursuant to the Code of Virginia § 15.2-1800, cities are authorized to grant easements over, through, under, or across any city property; and
- **WHEREAS**, the proposed easement is depicted on plat entitled work request numbers 10750577 and 10684276, which are attached for reference;
- WHEREAS, the electrical charging system will support the climate action initiative of electrifying the school bus fleet; and
- **WHEREAS**, on June 2, 2025, after due notice as required by Code of Virginia § 15.2-, this City Council conducted a public hearing on the requested easement;
- **NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Charlottesville, Virginia, that the mayor is hereby authorized to execute a Right-of-Way Agreement, in a form approved by the City Attorney, granting the above-described easement to Dominion Energy Virginia.



the rights:

Right of Way Agreement

1.1 to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as **GRANTEE** may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith; the width of said exclusive easement shall extend fifteen (15) feet in width across the lands of **GRANTOR**; and

wires, attachments, and other transmission facilities, and all equipment, accessories and appurtenances desirable in connection therewith, for the purpose of transmitting voice, text, data, internet services, and other communications services, including the wires and attachments of third parties; and for lighting purposes; including but not limited to

- 1.3 to apportion, lease, or license the voice, text, data, internet service, and other communications rights herein in whole or in part to third parties as may be useful or practical, including the rights to transmit third party data and the right to apportion, lease, or license surplus communications capacity to third parties for the exercise of such rights.
- 2. The easement granted herein shall extend across the lands of **GRANTOR** situated in Albemarle County/City of Charlottesville, Virginia, as more fully described on Plat(s) Numbered 13-24-0493, attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.
- 3. All facilities constructed hereunder shall remain the property of **GRANTEE**. **GRANTEE** shall have the right to inspect, reconstruct, remove, repair, improve, relocate on and within the easement area, including but not limited to the airspace above the property controlled by **GRANTOR**, and make such changes, alterations, substitutions, additions to or extensions of its facilities as **GRANTEE** may from time to time deem advisable.

This Document Prepared by Virginia Electric and Power Company and should be returned to: Dominion Energy Virginia, 2700 Cromwell Drive, 2nd Floor, Norfolk, VA 23509.

Initials:		

(Page 1 of 4 Pages)
DEVID No(s). 13-24-0493
Parcel ID No. 600255000 & 077000000015A0

Form No. 728493-1 (Dec 2021)
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- 4. **GRANTEE** shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by **GRANTEE** shall remain the property of **GRANTOR.**
- 5. For the purpose of exercising the right granted herein, **GRANTEE** shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of **GRANTOR**. The right, however, is reserved to **GRANTOR** to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, **GRANTEE** shall have such right of ingress and egress over the lands of **GRANTOR** adjacent to the easement. **GRANTEE** shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to **GRANTOR**.
- 6. **GRANTEE** shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay **GRANTOR**, at **GRANTEE**'s option, for other damage done to **GRANTOR**'s property inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by **GRANTEE** in the process of the construction, inspection, and maintenance of **GRANTEE**'s facilities, or in the exercise of its right of ingress and egress; provided **GRANTOR** gives written notice thereof to **GRANTEE** within sixty (60) days after such damage occurs.
- 7. **GRANTOR**, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with **GRANTEE**'s exercise of any of its rights hereunder. **GRANTOR** shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, **GRANTOR** may construct on the easement fences, landscaping (subject, however, to **GRANTEE**'s rights in Paragraph 4 of this Right of Way Agreement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with **GRANTEE**'s exercise of any of its rights granted hereunder. In the event such use does interfere with **GRANTEE**'s exercise of any of its rights granted hereunder, **GRANTEE** may, in its reasonable discretion, relocate such facilities as may be practicable to a new site designated by **GRANTOR** and acceptable to **GRANTEE**. In the event any such facilities are so relocated, **GRANTOR** shall reimburse **GRANTEE** for the cost thereof and convey to **GRANTEE** an equivalent easement at the new site.
- 8. **GRANTEE'S** right to assign or transfer its rights, privileges and easements, as granted herein, shall be strictly limited to the assignment or transfer of such rights, privileges and easements to any business which lawfully assumes any or all of **GRANTEE'S** obligations as a public service company or such other obligations as may be related to or incidental to **GRANTEE'S** stated business purpose as a public service company; and any such business to which such rights, privileges and easements may be assigned shall be bound by all of the terms, conditions and restrictions set forth herein.
- 9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed by **GRANTOR** contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.
- 10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials:	
(Page 2 of 4 Pages) DEVID No(s). 13-24-0493	

Form No. 728493-1 (Dec 2021)



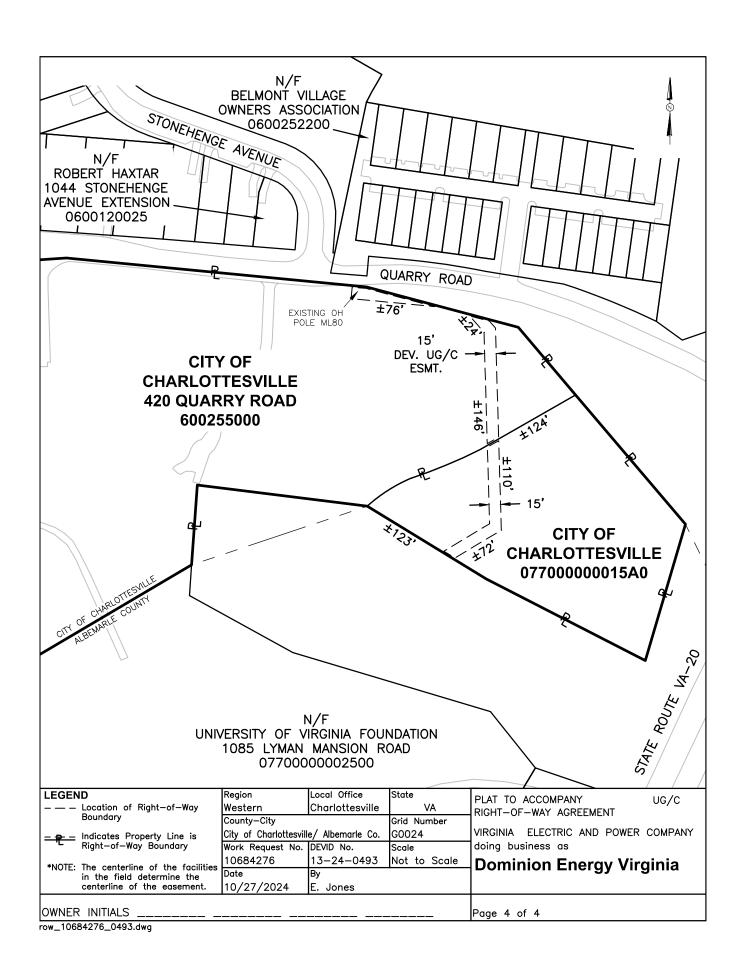
- 11. **GRANTOR** covenants that it is seised of and has the right to convey this easement and the rights and privileges granted hereunder; that **GRANTEE** shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that **GRANTOR** shall execute such further assurances thereof as may be reasonably required.
- 12. The individual executing this Right of Way Agreement on behalf of **GRANTOR** warrants that they have been duly authorized to execute this easement on behalf of said County.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

IN WITNESS WHEREOF, GRANTOR has caused its name to be signed hereto by authorized officer or agent, described below, on the date first above written.

APPROVED AS TO FORM:	CITY OF By:	CHARLOTTESVIL	LE		
(Name)	Бу. —				
(Title)	Title:				
State of					
County of,	to-wit:				
I,, a Notar	, a Notary Public in and for the State of				
at Large, do hereby certify that this day personal	ly appeared	l before me			
in my jurisdiction aforesaid (Name of officer or		<u> </u>	ficer or age		
(Name of officer or	agent)	(Title of off	ficer or age	nt)	
on behalf of City of Charlottesville	, Virginia, whose name is				
signed to the foregoing writing dated this	da	y of	,20	,and	
acknowledged the same before me.					
Given under my hand		, 20			
Notary Public (Print Name)	Nota	ry Public (Signature)			
Virginia Notary Reg. No.	My Comm	ission Expires:			
(Page 3 of 4 Pages)	- 1	, i			
ROW No(s) 13-24-0493					
Form No. 723294 (May 2019) © Dominion Energy					

(Notary Seal Here)





THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this day of,, by	y and
between CITY OF CHARLOTTESVILLE, a municipal corporation ("GRANTOR") and VIRGINIA ELECTRIC AND POWER	Į.
COMPANY, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia, with its prin	cipal
office in Richmond, Virginia ("GRANTEE").	

WITNESSETH:

- 1. That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, **GRANTOR** grants and conveys unto **GRANTEE**, its successors and assigns, the perpetual right, privilege and exclusive easement over, under, through, upon, above and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own internal telephone and other internal communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity; for fiber optic cables, wires, attachments, and other transmission facilities, and all equipment, accessories and appurtenances desirable in connection therewith, for the purpose of transmitting voice, text, data, internet services, and other communications services, including the wires and attachments of third parties; and for lighting purposes; including but not limited to the rights:
- 1.1 to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as **GRANTEE** may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith; the width of said exclusive easement shall extend fifteen (15) feet in width across the lands of **GRANTOR**; and
 - 1.2 Paragraph is forgranting overhead rights within this Right of Way Agreement and is intentionally not included.
- 1.3 to apportion, lease, or license the voice, text, data, internet service, and other communications rights herein in whole or in part to third parties as may be useful or practical, including the rights to transmit third party data and the right to apportion, lease, or license surplus communications capacity to third parties for the exercise of such rights.
- 2. The easement granted herein shall extend across the lands of **GRANTOR** situated in City of Charlottesville, Virginia, as more fully described on Plat(s) Numbered 13-25-0060, attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.
- 3. All facilities constructed hereunder shall remain the property of **GRANTEE**. **GRANTEE** shall have the right to inspect, reconstruct, remove, repair, improve, relocate on and within the easement area, including but not limited to the airspace above the property controlled by **GRANTOR**, and make such changes, alterations, substitutions, additions to or extensions of its facilities as **GRANTEE** may from time to time deem advisable.

This Document Prepared by Virginia Electric and Power Company and should be returned to: Dominion Energy Virginia, 2700 Cromwell Drive, 2nd Floor, Norfolk, VA 23509.

Initials:	
(Page 1 of 7 Pages) DEVID No(s). 13-25	•
Parcel ID No.	48B001000 & 48B002000

Form No. 728493-1 (Dec 2021)



- 4. **GRANTEE** shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by **GRANTEE** shall remain the property of **GRANTOR.**
- 5. For the purpose of exercising the right granted herein, **GRANTEE** shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of **GRANTOR**. The right, however, is reserved to **GRANTOR** to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, **GRANTEE** shall have such right of ingress and egress over the lands of **GRANTOR** adjacent to the easement. **GRANTEE** shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to **GRANTOR**.
- 6. **GRANTEE** shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay **GRANTOR**, at **GRANTEE**'s option, for other damage done to **GRANTOR**'s property inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by **GRANTEE** in the process of the construction, inspection, and maintenance of **GRANTEE**'s facilities, or in the exercise of its right of ingress and egress; provided **GRANTOR** gives written notice thereof to **GRANTEE** within sixty (60) days after such damage occurs.
- 7. **GRANTOR**, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with **GRANTEE**'s exercise of any of its rights hereunder. **GRANTOR** shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, **GRANTOR** may construct on the easement fences, landscaping (subject, however, to **GRANTEE**'s rights in Paragraph 4 of this Right of Way Agreement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with **GRANTEE**'s exercise of any of its rights granted hereunder. In the event such use does interfere with **GRANTEE**'s exercise of any of its rights granted hereunder, **GRANTEE** may, in its reasonable discretion, relocate such facilities as may be practicable to a new site designated by **GRANTOR** and acceptable to **GRANTEE**. In the event any such facilities are so relocated, **GRANTOR** shall reimburse **GRANTEE** for the cost thereof and convey to **GRANTEE** an equivalent easement at the new site.
- 8. **GRANTEE'S** right to assign or transfer its rights, privileges and easements, as granted herein, shall be strictly limited to the assignment or transfer of such rights, privileges and easements to any business which lawfully assumes any or all of **GRANTEE'S** obligations as a public service company or such other obligations as may be related to or incidental to **GRANTEE'S** stated business purpose as a public service company; and any such business to which such rights, privileges and easements may be assigned shall be bound by all of the terms, conditions and restrictions set forth herein.
- 9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed by **GRANTOR** contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.
- 10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials:	
(Page 2 of 7 Pages)	
DEVID No(s), 13-25-0060	

Form No. 728493-1 (Dec 2021)



- 11. **GRANTOR** covenants that it is seised of and has the right to convey this easement and the rights and privileges granted hereunder; that **GRANTEE** shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that **GRANTOR** shall execute such further assurances thereof as may be reasonably required.
- 12. The individual executing this Right of Way Agreement on behalf of **GRANTOR** warrants that **GRANTOR** is a corporation duly organized and existing under the laws of the state hereinabove mentioned and that he or she has been duly authorized to execute this easement on behalf of said corporation.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

IN WITNESS WHEREOF, GRANTOR has caused its corporate name to be signed hereto by its authorized officer or agent, described below, on the date first above written.

Corporate Name: City of Charlottesville	
By (Signature):	
Name (Print):	
Its:	
State of Virginia City/County of	
The foregoing instrument was acknowledged before by	me this day of,
(Name of officer or agent)	(Title of officer or agent)
of City of Charlottesville	, a(n) Virginia
(Name of corporation) corporation, on behalf of the corporation.	(State of incorporation)
Notary Public (Print Name)	Notary Public (Signature)
Virginia Notary Reg. NoMy	Commission Expires:
(Page 3 of 7 Pages)	
VAROW No(s). 13-25-0060	
	(Notary Seal Here)

Form No. 728553 (Feb 2020)

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Exhibit A

THIS RIGHT OF WAY AGREEMENT dated	,, by and between the
CITY OF CHARLOTTESVIL	LE

a municipal corporation of the Commonwealth of Virginia ("GRANTOR"), and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation doing business in Virginia as Dominion Energy Virginia ("GRANTEE") is hereby amended as follows:

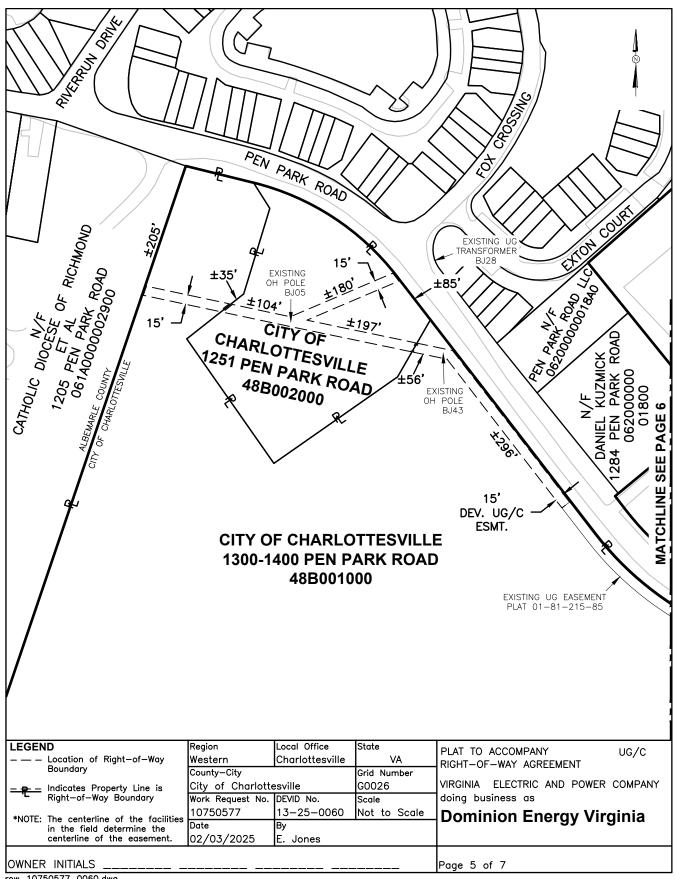
- 1. This Right of Way Agreement shall be limited in duration and shall remain in force for a term of forty (40) years, except for any air rights together with easements for columns for support granted hereunder, in which case such air rights together with easements for columns for support shall exist for a term of sixty (60) years. At the end of any such term, this Right of Way Agreement shall automatically terminate unless GRANTOR agrees to renew this Right of Way Agreement for an additional term of years.
- 2. In the event that this Right of Way Agreement is terminated, or if the removal of GRANTEE's facilities is otherwise desired by GRANTOR, then GRANTOR agrees that it will pay the cost of removing GRANTEE's wires and facilities, and, if appropriate, the cost of replacing GRANTEE's wires and facilities. Upon the termination of this Right of Way Agreement, GRANTOR agrees to provide GRANTEE, if needed by GRANTEE, a suitable substitute easement subject to the same terms provided for herein for GRANTEE's wires and facilities. In the event that this Right of Way Agreement is revoked or terminated, all facilities constructed hereunder shall remain the property of GRANTEE.
- 3. GRANTOR covenants that in the event that GRANTOR sells or conveys the real property on which GRANTEE's wires and facilities are located by this Right of Way Agreement, GRANTOR will provide GRANTEE with a suitable permanent easement for GRANTEE's wires and facilities and, if necessary, pay the cost of relocating GRANTEE's wires and facilities to such permanent easement.

GRANTOR: City of Charlottesville a municiap corporation of the Commonwealth of Virginia By: Its:

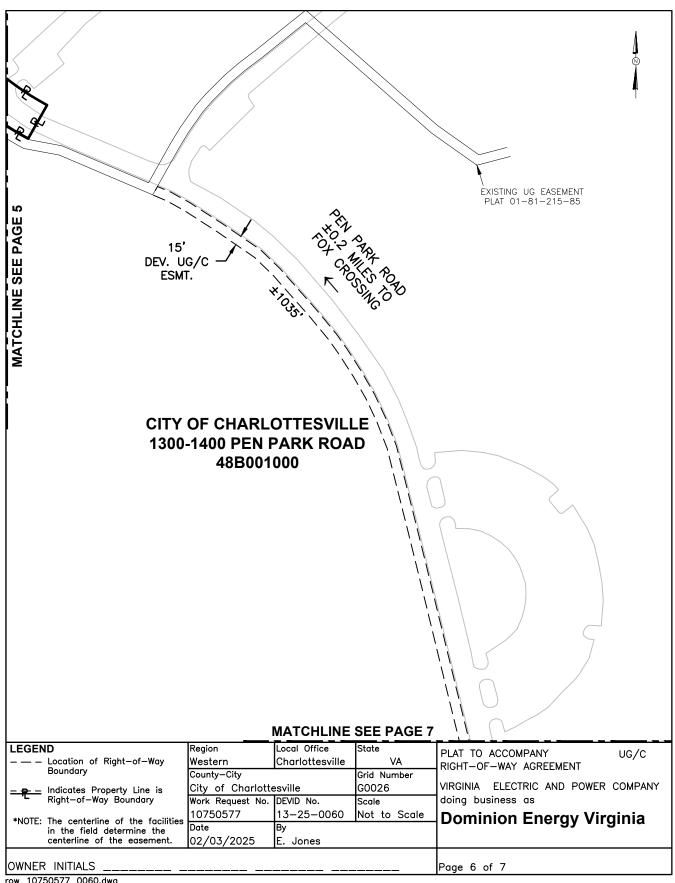
VAROW No(s). 13-25-0060

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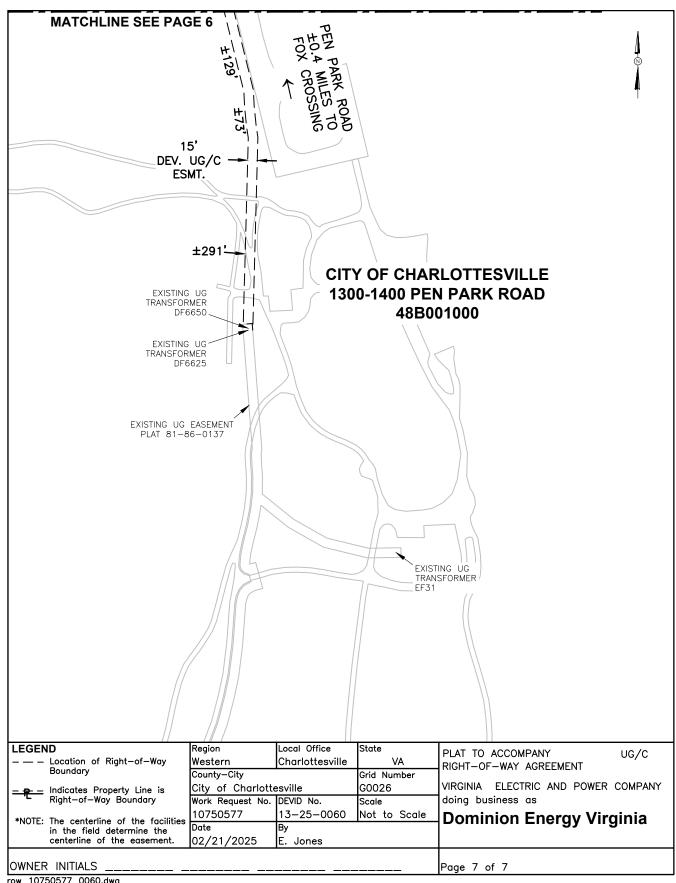
Form No. 728558 (Aug 2019) © 2025 Dominion Energy



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Policy Briefing Summary

City Council



Regarding: Public Hearing and Resolution to allocate \$12,035,000 of Capital

Improvement Program (CIP) Contingency Funds

Staff Contact(s): Samuel Sanders, Jr., City Manager, Krisy Hammill, Director of Budget

Presenter: Samuel Sanders, Jr., City Manager

Date of Proposed June 2, 2025

Action:

Issue

The City Manager is requesting an appropriation of funds from the Capital Improvement Program (CIP) Contingency Fund to address a series of community interventions and to allocate funds to comply with financial budget guidelines.

Background / Rule

Per the City's financial fund balance policy, year-end surpluses from the City's General Fund are transferred to the CIP Contingency Fund where they accumulate until appropriated by City Council for expenditure.

Analysis

\$25.1 million was added to the City's CIP Contingency Fund balance at the close of FY 24. The addition was the result of the City's \$22.4 million surplus and \$2.7 million was added per the gainsharing agreement with the school board. The City's CIP Contingency Fund currently has an unallocated balance of \$30.1 million including the funds added at the end of FY 24 and funds which have accumulated from prior years. City Council must approve any expenditures from the CIP contingency fund.

At the May 19, 2025 meeting of City Council, the City Manager made a presentation to Council requesting an allocation of \$5.4 million funds from the CIP contingency to be used for community interventions, which were detailed as part of the presentation. In addition to these items, two additional community intervention items have been added as well as a few items to ensure compliance with budgetary guidelines and financial policy. This resolution seeks to allocate \$12,035,000 of the CIP contingency fund as itemized in Exhibit 1.

Financial Impact

No new funding is being requested. This resolution is requesting an allocation of previously appropriated funds in the CIP Contingency account.

Recommendation

Staff recommends approval of the resolution.

Recommended Motion (if Applicable)

"I make a Motion to adopt the attached Resolution to allocate \$12,035,000 of Capital Improvement Program (CIP) Contingency Funds as recommended by the City Manager."

Attachments

1. RES CIP Contingency Allocation - June 2025

2. 3.	Community Interventions 2.0 CIP Contingency Account History as of May 27, 2025



RESOLUTION #R-25-___ Resolution to Allocate \$12,035,000 from the Capital Improvement Program Contingency Fund

WHEREAS per the City of Charlottesville's financial policy, year-end surpluses from the City's General Fund are transferred to the CIP contingency Fund where they accumulate until appropriated by the City Council for expenditure; and

WHEREAS the City Manager has made a recommendation and request to allocate a portion of the contingency funds to address several community intervention items as well as a few items to ensure compliance with budgetary guidelines and financial policy; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$12.035,000 is hereby allocated from currently appropriated funds in the CIP Contingency Fund for the following:

<u>Description</u>		Amo	<u>unt</u>
Community Interventions			
Mall Lighting Improvements		\$	235,000
Mall Manager			260,000
Mall Long-term Restroom Solution			280,000
Street Outreach - 2 Year Pilot			425,000
Temporary Shelter Demonstration			375,000
Emergency Management			
Community Shelter Generator - Key Recreation	\$ 100,000		
Maridian Parriara	600,000		
Meridian Barriers	600,000		
Drones (2) - Fire Department	75,000		
			775,000
Clean Team - 2 Year Pilot			1,200,000
Infrastructure Investments			
Urgent Infrastructure - 34 Projects to be completed by	\$		
December 2025	500,000		
Bus Shelter Infrastructure - 12 shelters (5 City, 7 County) Parks and Recreation Infrastructure - Meadowcreek Trail,	250,000		
Downtown Mall Improvements	1,100,000		
			1,850,000
City Environmental and Mobility Policy Plans			1,500,000

\$ 6,900,000
\$ 3,500,000
1,100,000
300,000
175,000
 60,000
\$ 5,135,000
\$ 12,035,000
\$

Date Adopted	d:	
Certified:		
	Clerk of Council	



Community Interventions

SETTING A NEW STANDARD

&

MANAGING EXPECTATIONS

May 19, 2025



Surplus Preview

- Community Safety
- Homeless Intervention
- Quality of Life

Council's Vision: To be a place where everyone thrives. Charlottesville Page 100 of 157

COMMUNITY SAFETY





Infrastructure Investments

Urgent Infrastructure \$500,000

- 34 Projects
- Completed by December 2025

Bus Shelter Infrastructure \$250,000

- 5 City locations
- 7 County locations
- 3 County developers funded

Parks & Recreation Infrastructure \$1,100,000

- Meadowcreek Trail
 - Trade w/ARP funds recaptured
 - Additional due to cost increases
- Downtown Mall Improvements

Emergency Management

Community Shelter \$100,000

- Year-Round Generator

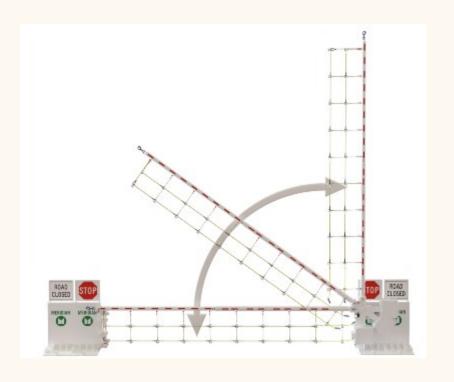
Meridian Barriers \$600,000

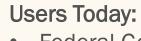
- City-owned set of barricades
- Tested during Tom Tom

Drones (2) \$75,000

- Fire Department Resource







- Federal Government
- Many US Cities
- International Cities
- Rose Parade/Rose Bowl
- New Orleans
- Highway Work Zones

Mobile Vehicle Barrier System

HOMELESS INTERVENTION



Street Outreach

2YR Pilot: 2 workers w/program resources = \$425,000

PRIORITY NEEDS

- City understanding of issues facing constant contact
- Gap analysis of service delivery and community needs
- Expand city engagement in community planning
- Deploy already funded Homeless Services Coordinator
 - Lead outreach efforts
 - Engage directly in COC
 - Elevate community needs for city resource consideration



Purchase + Shipping + Setup + Service Connections = \$375,000

Conceptual Pitch

- Acquire 3 units
- Consider temporary placement
 Engage wraparound support
- o Limit use to hard to place unhoused





QUALITY OF LIFE







Downtown Mall

- Dedicated Mall Manager
- Long-Term Restroom Solution
- Clean Team Demonstration
- Lighting Improvements

Accessibility

- ANCHOR Software (Julota)
- CART Translation Services (ADA)
- BlueDAG Tracking Software (ADA)



Preview to Surplus Item

- \$235,000 Mall Lighting Improvements
- \$260,000 Mall Manager
- \$280,000 Long Term Restroom Solution
- \$425,000 Street Outreach 2YR Pilot
- \$375,000 Temporary Shelter Demonstration
- \$775,000 Emergency Management
- \$1,200,000 Clean Team 2YR Pilot
- \$1,850,000 Infrastructure Investments

\$5.4M Total

\$2,800,000 FY23 Surplus Held as Backup to ARP Allocations \$2,600,000 Gainsharing from Charlottesville City Schools \$5,400,000 TOTAL UNBUDGETED RESOURCES AVAILABLE

Source of Funding



Capital Projects Contingency Account History - CP-080

Carry-Forward Balance from FY05	661,327.67	
New Money FY06 CIP Budget Transfer to P-00203 - Downtown Rec Center Transfer to P-00171 - Mall Replacement Design Transfer to P-00197 - Courts Study Transfer from P-00010 - MSPG Chiller Transfer from P-00120 - Central Fire Station	801,002.00 (2,000.00) (49,000.00) (921,655.00) per City Council Agenda 1/17/06 125.22 674.83	
Ending Balance - 6/30/06	490,474.72	
New Money FY07 CIP Budget	819,520.00	
Transfer to P-00119 - Fire Stations/Equipment Transfer to P-00383 - Council Chamber ADA Transfer from P-00010 - MSPG Chiller Transfer to SH-001 - Schools Projects 06-07 Transfer to P-00420 - Public Building Space Transfer From General Fund FY06 Surplus	(75,000.00) (8,500.00) 422.70 (75,000.00) (20,000.00) 7,807,686.00	
Ending Balance - 6/30/07	8,939,603.42	
New Money FY08 CIP Budget	1,108,149.00	
Transfer from General Fund FV07 Surplus Transfer to Schools to fund add'l Technology Request Transfer to P-00432 - Mobile Video Cameras Transfer to P-00434 - Mobile Data Computers Transfer to P-00434 - Defibrilators Transfer to P-00435 - Mobile Data Terminal Transfer to P-00439 - Fire Station Headquarters Expansion Transfer to P-00439 - Fire Station Headquarters Expansion Transfer to P-00431 - Crow/Smith Repairs Transfer to P-00430 - CAHIP Transfer to P-00410 - Strategic Investment Transfer to F0-00440 - Stormwater Improvement Transfer to D-00440 - Stormwater Improvement Transfer for D-00440 - Public Building Space EMS Operations - transfer back to GF Transfer to P-00351 - Court Square Iniatitive	7,035,772.00 (761,200.00) per Council designation of FY07 Fund Balance Surp (195,760.00) per Council designation of FY06 Fund Balance Surp (622,700.00) per Council designation of FY06 Fund Balance Surp (160,000.00) per Council designation of FY06 Fund Balance Surp (30,000.00) per Council designation of FY06 Fund Balance Surp (500,000.00) per Council designation of FY06 Fund Balance Surp (500,000.00) per Council designation of FY06 Fund Balance Surp (1,500,000.00) per Council designation of FY06 Fund Balance Surp (500,000.00) per Council designation of FY06 Fund Balance Surp (500,000.00) per Council designation of FY06 Fund Balance Surp (500,000.00) per Council designation of FY06 Fund Balance Surp (750,000.00) per Council designation of FY06 Fund Balance Surp (750,000.00) per Council designation of FY06 Fund Balance Surp (551,747.00) per Council Designation of FY06 Fund Balance Surp (551,747.00) per Council Designation of FY06 Fund Balance Surp	lus lus lus lus lus lus lus lus
Ending Balance - 6/30/08	8,015,454.95	
New Money FY09 CIP Budget	1,509,110.00	
Smith Pool Replacement CAHIP Transfer to P-00508 - Pedistrian Safety Improvements OAR - Community Correction Supplement - GF xfer reduction Transfer to P-00509 - Voter Machines Transfer to P-00509 - Hillsdale Drive Connector Transfer to P-02016 - Hillsdale Drive Connector Transfer to P-520 Home Energy Conservation Grant Transfer to P-231 - IT Infrastructure	(5,000,000.00) per Council Designation of FY07 Fund Balance Surp (500,000.00) per Council Designation of FY07 Fund Balance Surp (300,000.00) per Appropriation 9/2/02 (8,548.00) per Appropriation 9/15/08 (48,500.00) per Appropriation 9/15/02 (38,921.00) (125,000.00) per Resolution 1/20/09 (592,000.00) 38,921.00	
Transfer to P-00435 - Mobile Data Terminals - Fire	(79,000.00)	
Ending Balance - 6/30/09	2,871,516.95	
New Money FY10 CIP Budget	571,152.00	
Transfer to P-00566 - New Voting Machines Transfer to P-00233 - CityLink Recurring Transfer to P-00575 - Apprenticeship Program FY09 GF Surplus Transfer to P-000583 - Fleet Fuel Force Transfer to Washington Park Pool Transfer to Washington Park Pool Transfer to Fo-00589 - Snow Costs Repayment from IT for Infrastructure Transfer in FY09 Transfer to SS-007 - Street Paving	(65,000.00) (141,000.00) (50,000.00) 1,711,786.00 (1,000.00) (200,000.00) (1,024,512.00) 592,000.00 (1,000,000.00)	
Ending Balance - 6/30/10	3,264,942.95	

New Money FY11 CIP Budget	200,000.00
Repayment from IT for CityLink Transfer in FY10 FY10 GF Surplus Transfer to P-00336 West Main Street Improvements	141,000.00 2,056,226.00 (350,000.00)
Ending Balance per SAP - 6/30/11	5,312,168.95
New Money FY12 CIP Budget	807,355.00
FY12 CIP Budget Transfer to Transit P-00334 - Hybrid Bus Purchase Transfer to P-00666 and P-00664 - GIS Web Viewer and Real Estate Assessment Software Transfer to P-00684-01 - Ivy/Emmett Project FY11 GF Surplus Transfer to P-00695 - CRHA RFP's LEAP - Energy Effficiency and Renewables Loan Program Grant	(2,000,000.00) (256,194.00) (249,232.00) (50,000.00) 1,708,072.00 (650,000.00)
Ending Balance - 6/30/12	4,122,169.95
New Money FY13 CIP Budget New Money FY13 CIP Budget - CRHA Reimbursement	71,707.00 650,000.00
FY13 CIP use of funds from contingency	(1,800,000.00)
Transfer to P-00158 - Onesty Pool per 7/16/12 Resolution FY12 GF Surplus Transfer to Schools for Science Labs per 1/22/13 Resolution ECC Appropriation - 5/6/13 Emmett and Hydraulic Signal Coordination Appropriation - 6/17/13	(100,000.00) 3,070,703.00 (3,000,000.00) (520,298.00) (450,000.00)
Ending Balance - 6/30/13	2,044,281.95
New Money FY14 CIP Budget	0.00
Emmett and Hydraulic Intersection Improvements Appropriation - 9/3/13 Hillsdale Drive Phase II Appropriation - 10/21/13 FY13 GF Surplus Elliot Avenue Streetscape Appropriation - 12/2/13 Landmark Escrow Landmark Escrow Sale of Land - Edward Lowry Context Sensitive Street Design - 2/3/14 Appropriation Landmark Appropriation - 4/7/14 Nelson/Northwood/2nd Street Intersection at McIntire Road - 4/7/14 Council Agenda Cash Flow loan to TJPDC Appropriation - 4/21/14 P8R Office Relocation - 6/2/14 appropriation Johnson School and Cherry Hill Drainage - 6/16/14 resolution Hope Community Center Property Purchase - 6/16/14 resolution Hope Community Center Property Purchase - title search fees	(250,000.00) (300,000.00) 1,648,723.00 (43,400.00) 111,006.39 (8,500.00) 5,800.00 (50,000.00) (102,506.39) (90,000.00) (300,000.00) (40,000.00) (30,000.00) (595,000.00) (1,613.77)
Ending Balance per SAP - 6/30/14	1,998,791.18
Adopted FY15 CIP - use of FY13 fund balance surplus funds 708 Page Street Appropriation - 7/7/14 Agenda McIntire/Harris Roundabout Study - 10/6/14 Resolution Firing Range Resolution - 11/3/14 Agenda TJPDC - repayment of loan - 12/15/14 Agenda General District Court Resolution - 12/15/14 Agenda FY14 GF Surplus Light Survey for Downtown and University Avenue - 12/15/14 Agenda Sale of Land Cherry Avenue and Ridge Street - 12/15/14 Agenda OLR - return of funds - 2/2/15 Agenda Affordable Housing/Tonsler Park Resolution - 2/17/15 Smith Aquatic Project - 6/15/15	(1,000,000.00) (259,400.95) (44,836.00) (351,225.00) 300,000.00 (7,435.00) 972,595.00 (97,366.50) 312,782.04 850,000.00 (312,782.04) (150,000.00)
Ending Balance per SAP - 06/30/15	2,211,122.73
FY15 YE Appropriation - Cherry Ave Land Sale to be used for Affordable Housing 610 Ridge Street Blight Remediation Appropriation - 9/21/15 FY15 GF Surplus Parking Operations Fund Resolution - 6/20/16	312,782.00 (125,000.00) 2,282,540.00 (500,000.00)
Ending Balance per SAP - 06/30/16	4,181,444.73

Police MDC Appropriation - September 6, 2016 FY16 YE Appropriation	(173,272.00) 3,918,223.00 (2,956,719.01)	
801-805 East Market Street Property Purchase Expenses Comp Plan Appropriation	(2,856,718.01) (100,000.00)	
Ending Balance per SAP - 06/30/17	4,969,677.72	
SIA Form Based Code Appropriation - 7/17/17 Mobile Date Computers for CARS Appropriation - 8/21/17 CAHF Resolution for AHIP and Habitat for Humanity - 10/16/17 FY17 YE Appropriation CHS Track Appropriation - 2/5/18 Downtown Mall Pedestrian Safety Improvements Appropriation - 5/21/18 CRHA Internet Service Infrastructure Appropriation - 6/4/18	(228,000.00) (60,000.00) (645,656.00) 4,726,726.00 (325,000.00) (100,000.00) (150,000.00)	
Ending Balance per SAP - 06/30/18	8,187,747.72	
FY19 CIP Budget Circuit Court Renovations Appropriation - 7/2/18 Charlottesville Parking Center - WSPG Settlement FY18 YE Appropriation Comprehensive Plan Completion and Long Range Planning Appropriation - Smith Recreation Center Appropriation - 3/18/19 Hartman's Mill Road Property - January 2019 Ending Balance per SAP - 6/30/19	(2,200,000.00 (582,000.00) (528,180.00) 3,201,082.00 (690,000.00) (300,000.00) (270,000.00)	
Housing Redevelopment -FY20 CIP Budget Hartman's Mill Road Property Purchase - remaining expenses Covenant School Sidewalk - 6/18/18 Appropriation East Market Land Purchase - December 2, 2019 FY2019 Year-End Surplus Asset Management System Appropriation - March16,2020 (partial)	(3,201,082.00) (911.75 (375,000.00) (1,280,000.00) 500,000.00 (100,000.00)	
Ending Balance per SAP - 6/30/20	2,361,655.97	
Asset Management System Appropriation - March 16, 2020 (remaining bala FY 2020 Year-End Appropriation - December 21,2020 CARS MOU Contingency Transfer - 2/4/21	nce) (422,218.00) 3,909,846.00 (91,064.00)	
Ending Balance per SAP - 6/30/21 -	5,758,219.97	
Statue Removal Appropriation July 7, 2021 Appropriation FY 2021 Year-End Appropriation - January 5, 2022	(1,000,000.00) 6,674,971.00	
Available balance - 06/30/2022	11,433,190.97	
New Funds - FY 23 Budget Fuel Tank Project Transfer - November 7 FY 22 YE Appropriation FY 22 School Gainsharing Funds CAT Radio Appropriation - February 21, 2023	1,974,467.00 (700,000.00) 6,662,547.30 1,042,414.50 (237,000.00)	
Available balance - 06/30/23	20,175,619.77	
FY 2024 CIP Allocation City Hall Water Leak Appropriation - July 17 0 East High Appropriation - November 6 Virginia Supportive Housing/Premier Circule Appropriation - January 16	(8,327,150.00) (1,500,000.00) (6,000,000.00) (750,000.00)	
IT Data Center HVAC Repalcement Appropriation - January 2, 2024 FY23 Year-End Appropriation - February 5, 2024 Rugby Trail Appropriation - April 15, 2024 Hydraulic Road Trail - May 6, 2024 Retirement Fund Contribution - June 17, 2024	(88,976.00) 15,820,931.00 (65,059.50) (40,000.00) (9,064,654.00)	
Available balance - 6/30/24	10,160,711.27	
Water Street Parking Garage Land Lease Renewal - July 15,2024 Appropriation Mobile Home Park - October 21,2024 Appropriation Fontaine Apron Repair - December 16, 2024 Appropriation FY24 Year-End Appropriation - February 18, 2025 FY24 Schools Gainisharing - YE Appropriation - February 18, 2025	tion (1,400,000.00) (244,000.00) (200,000.00) (200,000.00) 22,386,718.77 2,666,746.00	
Available balance - 5/27/25	33,370,176.04	
Allocated per 5-year CIP FY 25 CIP FY 26 CIP	(584,816.00)	
FY 27 CIP	(1,964,486.00)	
FY 28 CIP FY 29 CIP Reserved for Obligated ARP as of December 31, 2024 City Manager Release of ARP Reserve CIP Allocation - June 2, 2025 Resolution	(716,749.00) (2,808,507.66) 2,808,507.66 (12,035,000.00)	
Rei	naining Unallocated Balance 18,069,125.04	

Policy Briefing Summary

City Council



Regarding: Ordinance to Amend and Reordain City Code Chapter 31 (Utilities) to

Establish New Utility Rates and Service Fees for City Gas, Water, and

Sanitary Sewer (1 of 2 readings)

Staff Contact(s): Chris Cullinan, Director of Finance, Lauren Hildebrand, Director of Utilities

Presenter: Chris Cullinan, Director of Finance, Lauren Hildebrand, Director of

Utilities

Date of Proposed

Action:

June 2, 2025

Issue

A Public Hearing is being held to establish the annual rates and service fees for City utility services (water, wastewater, natural gas, and stormwater). These rates would be effective as of July 1, 2025, if approved by City Council on June 16, 2025.

Background / Rule

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

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

Rivanna Water and Sewer Authority ("RWSA"), which provides the treatment services for the City, is one of the largest fixed-cost elements for the water and wastewater Budgets. For FY26, RWSA rates have increased, and they are incorporated in the City's proposed utility rates.

Analysis

Proposed Utility Rates for FY'26

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

- \$86.99/1,000 cubic feet (cf) of water (average annual composite rate);
- \$95.29/1,000 cf of wastewater; and,
- \$94.72/8,000 cf of natural gas.

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

Water Monthly Service Charge				
Meter Size	Current Monthly Service Charge	Proposed Monthly Service Charge	\$ Change	
5/8"	\$7.50	\$10.00	\$2.50	
1"	\$18.75	\$25.00	\$6.25	
1 ½"	\$37.50	\$50.00	\$12.50	
2"	\$60.00	\$80.00	\$20.00	
3"	\$120.00	\$160.00	\$40.00	
4"	\$187.50	\$250.00	\$62.50	
6"	\$375.00	\$500.00	\$125.00	
14"	\$2,456.25	\$3,275.00	\$818.75	

	Wastewater Monthly Service Charge			
Meter Size	Current Monthly Service Charge	Proposed Monthly Service Charge	\$ Change	
5/8"	\$7.50	\$7.50	\$2.50	
1"	\$18.75	\$25.00	\$6.25	
1 ½"	\$37.50	\$50.00	\$12.50	
2"	\$60.00	\$80.00	\$20.00	
3"	\$120.00	\$160.00	\$40.00	
4"	\$187.50	\$250.00	\$62.50	
6"	\$375.00	\$500.00	\$125.00	
14"	\$2,456.25	\$3,275.00	\$818.75	

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

Impact on Average Customer

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

<u>Service</u>	<u>Current</u>	Proposed	<u>Change</u>	<u>Percent</u>
	(based on rates adopted 7/1/24)	(Effective 7/1/25)		
Water ¹	\$38.25	\$44.80	\$6.55	17.12%
Wastewater ¹	\$44.52	\$48.12	\$3.60	8.09%
Natural Gas ¹	\$63.35	\$66.04	\$2.69	4.25%
Stormwater ²	\$5.86	\$5.86	\$0	0%
TOTAL	\$151.98	\$164.82	\$12.84	8.45%

1. Rates include monthly service charge.

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

For City residential customers who receive water, wastewater, stormwater, and natural gas (81.4% of City residents), their total utility bill is projected to rise by \$12.84 per month, or 8.45%. For residential customers who receive just water, wastewater, and stormwater service, their utility bill will increase by \$10.15 per month, or 11.45%. The proposed rate report can be found at https://www.charlottesville.gov/602/Utility-Billing.

Financial Impact

The Utility Funds (water, wastewater, and natural gas) are self-sustaining Enterprise Funds that are supported by the revenues from customers' usages. The stormwater fee is based on the impervious surface of the property. The approval of the utility rates has no impact on the General Fund.

Recommendation

City Staff recommends approval of the proposed rates and attached Ordinance.

Recommended Motion (if Applicable)

"I move approval of the herein-described proposed rates and the attached Ordinance."

Attachments

- 1. FY2026 Utility Rate Ordinance
- 2. At a Glance FY2026
- 3. FY2026 Operations Overview



ORDINANCE #O- -

AN ORDINANCE

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

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia, effective July 1, 2025, that:

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

CHAPTER 31. UTILITIES

ARTICLE II. GAS

DIVISION 2. TYPES OF SERVICE; SERVICE CHARGES

Sec. 31-56. Rates - Generally.

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

Basic Monthly Service Charge	\$ 10.00	
First 3,000 cubic feet, per 1,000 cubic feet	\$9.7813	<u>\$12.4070</u>
Next 3,000 cubic feet, per 1,000 cubic feet	\$9.1798	<u>\$11.7596</u>
Next 144,000 cubic feet, per 1,000 cubic feet	\$8.5784	<u>\$11.1121</u>
All over 150,000 cubic feet, per 1,000 cubic feet	\$7.9769	<u>\$10.4647</u>

Sec. 31-57. Air Conditioning.

(a) Gas service at the rate specified in this paragraph ("air conditioning rate") shall be available to customers who request such service in writing and who have installed and use air conditioning equipment operated by natural gas as the principal source of energy. The air conditioning rate will be \$7.3471 \$9.8398 per one thousand (1,000) cubic feet of gas used per month.

Sec. 31-60. Interruptible Sales Service (IS).

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

- (d) Rate. For all gas consumed by interruptible customers the rate shall be \$7.3466 \$9.6895 per one thousand (1,000) cubic feet for the first six hundred thousand (600,000) cubic feet, and \$6.6850 \$8.9886 per one thousand (1,000) cubic feet for all volumes over six hundred thousand (600,000) cubic feet.
- (e) Annual Minimum Quantity. Interruptible rate customers shall be obligated to take or pay for a minimum quantity of one million two hundred thousand (1,200,000) cubic feet of gas annually. Each year, as of June 30, the Director of Finance shall calculate the total consumption of each interruptible customer for the preceding twelve (12) monthly billing periods and shall bill any customer that has consumed less than the minimum quantity for the deficient amount at the rate of \$7.3466 \$9.6895 per one thousand (1,000) cubic feet. Any new customer shall be required to enter into a Service Agreement with the City prior to the start of service. If an interruptible customer terminates service, the annual minimum requirement shall be prorated on the basis of one hundred thousand (100,000) cubic feet per month for each month the customer has received service since the last June 30 adjustment.

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

- (b) Rates. The rates for interruptible transportation service ("TS gas") shall be as follows:
 - (1) \$3.2827 \$3.4713 per dekatherm for a customer receiving only TS gas, and
 - (2) \$1.9696 \$2.0828 per dekatherm, for customers who transport 35,000 or more dekatherms per month ("large volume transportation customers"), regardless of whether such large volume transportation customer receives only TS gas, or also receives IS service.

Section 31-62. Purchased Gas Adjustment.

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

- (1) For the purpose of computations herein, the costs and charges for determining the base unit costs of gas are:
 - a. Pipeline tariffs.
 - b. Contract quantities; and
 - c. Costs of natural gas, in effect or proposed as of May 1, 2023 April 1, 2025.

(2) Such base unit costs are \$3.7668 \$5.9327 per one thousand (1,000) cubic feet for firm gas service and \$1.8332 \$3.8488 per one thousand (1,000) cubic feet for interruptible gas service.

ARTICLE IV. WATER AND SEWER SERVICE CHARGES

Sec. 31-153. Water Rates Generally.

- (a) Water rates shall be as follows:
 - (1) Monthly Service Charge:

Water Meter Size	Fee
(Inches)	
5/8	\$7.50 \$10.00
3/4	\$7.50 \$10.00
1	\$18.75 \$25.00
1 ½	\$37.50 \$50.00
2	\$60.00 \$80.00
3	\$120.00 \$160.00
4	\$187.50 \$250.00
6	\$375.00 \$500.00
14	\$2,456.25
	\$3,275.00

(2) Metered Water Consumption, per 1,000 cu. ft.:

May – September	October – April
\$88.83 \$100.52	\$68.33 \$77.33

Sec. 31-156. Sewer Service Charges Generally.

- (a) Any person having a connection directly or indirectly, to the City sewer system shall pay therefor a monthly charge as follows:
 - (1) Monthly Service Charge:

Water Meter Size (Inches)	Fee
5/8	\$7.50 \$10.00
3/4	\$7.50 \$10.00
1	\$18.75 \$25.00
1 ½	\$37.50 \$50.00

2	\$60.00 \$80.00
3	\$120.00 \$160.00
4	\$187.50 \$250.00
6	\$375.00 \$500.00
14	\$2,456.25
	\$3,275.00

(2) An additional charge of <u>ninety-two dollars and fifty-five cents</u> (\$92.55) ninety-five dollars and twenty-nine cents (\$95.29) per one thousand (1,000) cubic feet of metered water consumption.

Date Introduc	ed: June 2, 2025		
Date Adopted	l: June 16, 2025		
Certified:			
	Clerk of Council		

At A Glance City of Charlottesville FY2026 Utility Rate Report



The following information provides a brief summary of the rate and fee recommendations for water, wastewater, stormwater and natural gas for FY2026, and new rates will go into effect July 1st, 2025. For a more thorough explanation and details of the recommendations, please refer to the FY2026 Utility Rate Report.

The table below illustrates the monthly impact on an average City residential customer using 400 cubic feet (cf) of water and wastewater, owning a property with approximately 2,440 square feet of impervious surface, and using 4,600 cubic feet (cf) of gas. This information is based on utility rates and charges adopted July 1st, 2024, and proposed rates and charges.

	Current Based on rates adopted 7/1/24	Proposed Effective 7/1/25	Change	Percent
Water ¹	\$38.25	\$44.80	\$6.55	17.12%
Wastewater ¹	\$44.52	\$48.12	\$3.60	8.09%
Gas ¹	\$63.35	\$66.04	\$2.69	4.25%
Stormwater ²	\$5.86	\$5.86	\$0	0%
Total	\$151.98	\$164.82	\$12.84	8.45%

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

Water Rates



Usage Rate

Water rates are proposed to increase by \$10.12 per 1,000 cf based on the amount of water used (13.2% increase).



Impact on the Customer

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

	Water Use (cf per month)	Current Composite Water (per 1,000 cf)	Current Water Usage (charge per month)	Proposed Composite Water (per 1,000 cf)	Proposed Water Usage (charge per month)	\$ Change	% Change
Minimal User (10 th Percentile)	140	\$76.87	\$10.76	\$86.99	\$12.18	\$1.42	13.17%
Small User (25 th Percentile)	250	\$76.87	\$19.22	\$86.99	\$21.75	\$2.53	13.16%
Median User (50 th Percentile)	400	\$76.87	\$30.75	\$86.99	\$34.80	\$4.05	13.17%
Large User (75 th Percentile)	610	\$76.87	\$46.89	\$86.99	\$53.06	\$6.17	13.16%
High Volume User (90 th Percentile)	880	\$76.87	\$67.65	\$86.99	\$76.55	\$8.90	13.16%

Wastewater Rates



Usage Rate

Wastewater usage rates are proposed to increase by \$2.74 per 1,000 cf based on the amount of water used (3.0% increase).



Impact on the Customer

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

	Water Use (cf per month)	Current Wastewater (\$ per 1,000 cf)	Current Wastewater Usage (charge per month)	Proposed Wastewater Rate (\$ per 1,000 cf)	Proposed Wastewater Usage	\$ Change	% Change
Minimal User (10 th Percentile)	140	\$92.55	\$12.96	\$95.29	\$13.34	\$0.38	2.96%
Small User (25 th Percentile)	250	\$92.55	\$23.14	\$95.29	\$23.82	\$0.68	2.94%
Median User (50 th Percentile)	400	\$92.55	\$37.02	\$95.29	\$38.12	\$1.10	2.97%
Large User (75 th Percentile)	610	\$92.55	\$56.46	\$95.29	\$58.13	\$1.67	2.96%
High Volume User (90 th Percentile)	880	\$92.55	\$81.44	\$95.29	\$83.86	\$2.42	2.97%

Water & Wastewater

Monthly Service Charge

The monthly service charges for water and wastewater are proposed to change. The monthly service charges will increase to \$10.00 for water and \$10.00 for wastewater for a 5/8" meter. Approximately 94% of customers have a 5/8" meter. The proposed combined monthly service charges for water and sewer are as follows:

Water Meter Size (in inches)	Current	Proposed	\$ Change
5/8	\$ 15.00	\$ 20.00	\$5.00
1	\$ 37.50	\$ 50.00	\$12.50
1 1/2	\$ 75.00	\$ 100.00	\$25.00
2	\$ 120.00	\$ 160.00	\$40.00
3	\$ 240.00	\$ 320.00	\$80.00
4	\$ 375.00	\$ 500.00	\$125.00
6	\$ 750.00	\$ 1,000.00	\$250.00
14	\$ 4,912.50	\$ 6,550.00	\$1,637.50

Stormwater Rates



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

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

Modernize and maintain infrastructure integrity while pursuing environmental stewardship.

The City has adopted a stormwater utility fee to provide a dedicated and stable source of funding for stormwater management activities. Funds received are used to help the City comply with federal and state stormwater regulations, rehabilitate the City's aging stormwater infrastructure, address drainage and flooding problems, and pursue environmental stewardship.

Impact on the Customer

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

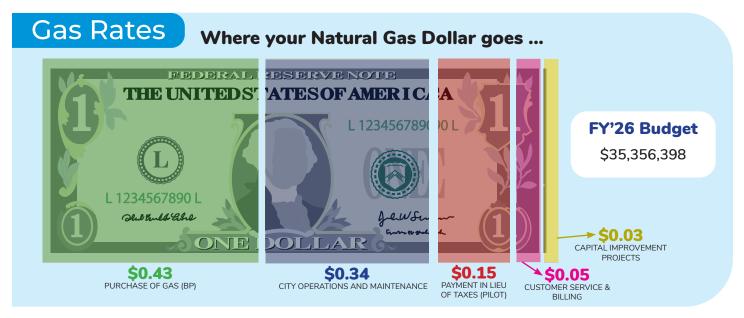
An example fee calculation is provided below:

Example Fee Calculation

- Total impervious area (house and driveway): 2,100 SF



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



Usage Rate

Gas rates are proposed to increase for all natural gas customers. For the average residential gas customer, gas rates are proposed to increase by 4.25%.

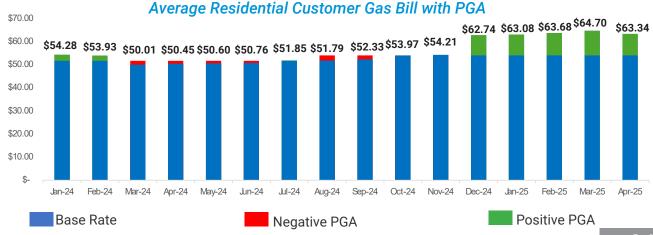


Impact on the Customer

The impact on a customer's bill will depend on the volume of gas that the customer uses. The average single family household uses 4,600 cubic feet of natural gas per month. The table below shows the monthly impact on gas customers at different amounts of usage. The base rate is set on July 1st each year. This base rate is calculated using the cost of gas at that time.

	Gas Used (cf per month)	Current Monthly Gas Bill with Most Recent PGA	Proposed Monthly Gas Bill with Most Recent PGA	\$ Change	% Change
Minimal User	4,000	\$56.62	\$58.98	2.36	4.16%
Average User	4,600	\$63.35	\$66.04	2.69	4.25%
Large User	20,000	\$227.47	\$238.07	10.60	4.66%
High Volume User	60,000	\$651.60	\$682.55	30.96	4.75%

However, gas is purchased throughout the year and the cost per cubic foot of natural gas varies by month due to various factors (weather, economics, etc.) which are hard to predict, as shown below for the past 18 months. The purchased gas adjustment (PGA) acts as a "true up" to account for the differences between the current market cost of gas and the gas cost used to calculate the base rate. This ensures that customers are not over or underpaying and that the City is not over or under collecting.



Utilities Operations Overview



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

Core Programs & Services

Department-Wide

- **Utility Location Oversight**
 - Protecting infrastructure & critical facilities, including utility locating: **35,071** tickets in 2024.
- 24/7/365 Utilities Call Center

The Utilities Call Center handles approximately 25,000 calls per year.

Customer Service

Last year, we processed 6,631 Move-ins and **6,371** Move-outs.

Online Bill Pay Services

In October 2021, we launched a new bill pay portal. To date, 7,118 customers have registered for Autopay, and over 15,535 customers receive paperless billing.

Emergency Operations

Emergency response to water and gas leaks as well as sewer backups. 1,010 leaks checked in 2024.

- **GIS Mapping and Maintenance** 48,500 feet of utility lines entered and 1,420 CCTV videos cataloged last year.
- **Meter Reading and Maintenance** We performed 449,889 meter readings including 2,626 implausible meter readings and completed 640 ERT replacements in 2024.
- **Development Site Plan Review**

Our engineers reviewed and followed the implementation of 242 site plans and 285 building permits in 2024.

Customer Satisfaction

Experience Interacting with Utilities Department Staff (% Satisfied)*







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





Water Distribution & Wastewater Collection



Water & Wastewater by numbers



14,800 CUSTOMERS SERVED



4.5 millionGALLONS OF WATER
PROVIDED DAILY



179 miles
OF WATER
MAINS



168 miles
OF WASTEWATER
MAINS



7,726
WORK ORDERS

Water Quality & Water Loss Prevention

- The quality of our drinking water meets and exceeds all regulatory requirements and expectations for safety and reliability. A water quality report is prepared annually and is available online.
- Cross-contamination:
 - The situation in which water flows in a direction that is opposite from the intended flow is called backflow and presents a serious hazard to our water supply.
 - The City's Department of Utilities currently maintains inspection records for **1,100 backflow devices** in an effort to protect and provide the highest quality water to the City residents.
- Annual system-wide leak detection survey:
 - In 2024, **6 leaks** totalling **125,280 GPD** were detected and repaired.

Water & Wastewater Asset Management

- Water main replacement program:
 - **6,416 linear feet** in 2024 and **135,076 linear feet** of water lines have been replaced since 2010 (**14.3**% of the entire water system).
 - Total construction cost: \$33.1 million
- Water service line replacement:
 - 3,935 linear feet in 2024 and 65,118 linear feet of water services have been replaced since 2010 (20.3% of the City-owned water services).
- · Wastewater main rehabilitation program:
 - **5,148 linear feet** of wastewater lines were rehabilitated or replaced in 2024 and over **381,350 linear feet** of main have been rehabilitated or replaced since the program's inception (**43.0**% of the wastewater system).
 - Total construction cost: \$41.7 million
- Manhole rehabilitation or replacement:
 - **1,359 manholes** have been rehabilitated or replaced since the program's inception (**22.9%** of the City's wastewater manholes).

Fats, Oils, and Grease Program

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

02







Customer Satisfaction

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

Rate the value that you pay for your water service



Rate the value that you pay for your sewer service



Reliability of your water service



Reliability of your sanitary sewer service



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



Stormwater



CUSTOMERS

St

Stormwater by numbers



9,859STORMWATER
STRUCTURES



136 miles
OF SUBSURFACE
CONVEYANCE PIPING



569 OUTFALLS

Rate the value that you pay for your stormwater service



25% reported that they are not familiar with the utility's services and unable to rate the value.

Stormwater Asset Management

- Utilities has had an active Stormwater Conveyance System Rehabilitation Program since 2010.
- Stormwater rehabilitation program:
 - 82,093 linear feet rehabilitated or replaced (11.5% of the system since the program's inception).
 - Total construction cost: \$13.0 million
- · Structure rehabilitation or replacement:
 - 533 structures rehabilitated or replaced since the program's inception (5.4% of the system's storm structures).





Gas System



21,600 CUSTOMERS SERVED

Natural Gas by numbers



GAS MAIN



305 milesGAS SERVICE
LINES



36REGULATOR
STATIONS



10,782 WORK ORDERS

Energy-efficiency programs:

The Department of Utilities is excited to launch three new incentives to help improve home energy efficiency. Utilities now offers six home envelope resources that complement each other to help community members improve the energy efficiency of their home, lower utility bills, and increase home comfort.

Attic Insulation Self-Assessment :

- According to Energy Star®, **90% of U.S. homes are under-insulated**. The Attic Insulation Self-Assessment was developed by Utilities' staff and is a great resource to help customers better understand their attic's insulation needs. The self-assessment is **100% free** to use, and can be accessed via smartphone, tablet, or computer.

\$500 Attic Insulation Rebate:

- Maximize the most cost-effective way to improve your home's energy efficiency with upgraded attic insulation. Gas customers can receive a \$500 rebate towards upgrading their home's attic insulation and take advantage of an available federal tax credit to claim 30% of the cost of the insulation with a maximum of \$1,200 credited. Combining these incentives could significantly lower the cost of your insulation upgrade.

\$150 Attic Air Sealing Rebate:

 For a limited time, gas customers can receive a \$150 rebate to cover the cost of measures that plug holes and seal cracks in their attic. This process improves home comfort, enhances air quality, and boosts energy efficiency by keeping conditioned air inside the house.

\$125 Smart Thermostat Rebate:

- Gas customers can now receive a **\$125 rebate** towards a smart thermostat to enhance the energy efficiency of their home. Smart thermostats use Wi-Fi to allow you to control a home's indoor air

temperature remotely from a smartphone or tablet. Plus, Utilities still offers a \$100 **Programmable Thermostat Rebate** for customers interested in that option.

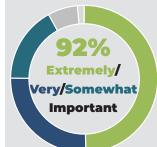
Home Weatherization Program:

The Charlottesville Gas Energy Efficiency
Program (CGEEP) is Utilities' no-cost
home weatherization program for qualified
gas customers. Newly expanded incomequalification levels have broadened the reach
of this program to even more members of the
community, and increased outreach for CGEEP
will roll out in the coming months.

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

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

Rate the value that you pay for your natural gas service







Policy Briefing Summary

City Council



Regarding: Ordinance to Amend and Reenact Article IX (Transient Occupancy Tax)

of Chapter 30 (Taxation) of the Code of the City of Charlottesville,

Virginia (1990)

Staff Contact(s):

Presenter: Todd Divers, Commissioner of the Revenue

Date of Proposed

Action:

June 2, 2025

Issue

Chapter 30, Article IX, of the Code of the City of Charlottesville, Virginia (1990), as amended ("City Code"), containing the City's transient occupancy tax provisions, requires changes to align said City Code Sections with recent changes in legislation adopted by the 2025 General Assembly.

This is also good time to also update the City Code with some terminology to align with the Virginia Code.

Background / Rule

After years of wrangling with AirBnB over its role in providing localities with the data that will allow local tax assessors to fairly and equitably administer transient occupancy and other local taxes, HB 2398 passed the 2025 General Assembly. That legislation removed the language on which AirBnB was basing its (dubious) claim that sharing address and gross receipts data was a violation of its hosts' privacy. In return, HB 2398 strengthened the secrecy provisions related to data shared by accommodations intermediaries (e.g., AirBnB, VRBO, etc...), and created a mechanism, whereby hosts who book exclusively through intermediaries, can avoid having to file monthly transient occupancy tax reports.

The Commissioner of the Revenue's ("COR") Office also desires to take this opportunity to update some terminology in the City Code to align with the Virginia Code. The import or meaning of the terminology will remain unchanged.

Analysis

The attached, proposed Ordinance, consistent with the changes enacted by the 2025 General Assembly, will exempt accommodations providers (commonly referred to as "hosts" on many online platforms) from the requirement that they file a monthly transient occupancy tax return, if they file an annual attestation that all of their bookings are facilitated by a lodging intermediary (e.g., AirBnB, VRBO, etc...). In exchange for this new language in the Virginia Code (and reinforced secrecy provisions concerning such data), AirBnB dropped its objection to providing local tax officials with the gross receipts and location addresses of bookings in their jurisdictions. Accommodations facilitators are already collecting transient occupancy tax and remitting it to localities.

Accommodations providers are still required to file a transient occupancy tax return for any accommodations not facilitated by an accommodations intermediary, and are required to collect and remit the tax on such bookings as had previously been the case.

Additionally, the COR's Office is taking this opportunity to bring the terminology and definitions in the City Code in line with those contained in the Virginia Code. For instance, City Code Sec.30-251 *et seq.*

currently references "lodging," "lodging fee," "lodging intermediaries," "lodging providers," (etc ...). Whereas, Virginia Code § 58.1-3818.8 *et seq.* references "accommodation," "accommodations fee," "accommodations intermediary," "accommodations provider," (etc ...), with essentially the same meanings. The COR's Office believes that mirroring the Virginia Code language will alleviate any potential confusion over terminology.

Financial Impact

N/A

Recommendation

The COR recommends City Council adopt the attached Ordinance.

Recommended Motion (if Applicable)

"I make a Motion to adopt the attached Ordinance amending and reenacting Chapter 30 (Taxation), Article IX (Transient Occupancy Tax) of the Code of the City of Charlottesville, Virginia (1990), as amended, to conform the City's process for collection and reporting of the transient occupancy tax with recent changes in State enabling legislation, and to align certain terminology and definitions with the Virginia Code."

Attachments

 Ordinance Amending and Reenacting Chapter 30, Article IX of the Code of the City of Charlottesville, Virginia (1990), as Amended

ORDINANCE AMENDING AND REENACTING CHAPTER 30 (TAXATION), ARTICLE IX. (TRANSIENT OCCUPANCY TAX) OF THE CODE OF THE CITY OF CHARLOTTESVILLE, VIRGINIA (1990), AS AMENDED, TO CONFORM THE CITY'S PROCESS FOR COLLECTION AND REPORTING OF TRANSIENT OCCUPANCY TAX WITH RECENT CHANGES IN STATE ENABLING LEGISLATION

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia, that the provisions of Chapter 30 (Taxation), Article IX (Transient Occupancy Tax) of the Code of City of Charlottesville, Virginia (1990), as amended, are hereby amended and re-ordained as follows:

Sec. 30-252. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

<u>Lodging Facility</u>Accommodation means any public or private hotel, inn, hostelry, short-term rental, motel or rooming, boarding or lodging house within the city offering lodging as defined in this section, for compensation, to any transient as defined in this section.

Discount room charge means the full amount charged by the <u>accommodationslodging</u> provider to the <u>accommodationslodging</u> intermediary, or an affiliate thereof, for furnishing the <u>accommodationlodging</u>.

Hotel means any structure or group of structures for rent or for hire that is primarily kept, used, maintained, advertised, or held out to the public as a place where sleeping accommodations are offered to transients in return for compensation.

AccommodationLodging means the rental of room or space to any transient for compensation, in a lodging facilityn accommodation as defined in this section, by an accommodations lodging provider or accommodationslodging intermediary, or the occupancy of such room or space by such transient.

<u>Accomodations Lodging</u> fee means the room charge less the discount room charge, if any, provided that the <u>accommodations lodging</u> fee shall not be less than zero dollars (\$0.00).

<u>Accommodations</u>Lodging intermediary means any person other than an <u>accommodations</u>lodging provider that:

- (1) Facilitates the sale of an accommodation; and
- (2) Either:
 - a. Charges a room charge to the customer, and charges an accommodations lodging
 fee to the customer, which fee it retains as compensation for facilitating the sale; or
 - b. Collects a room charge from the customer; or
 - c. Charges a fee, other than an accommodations lodging fee, to the customer, which fee it retains as compensation for facilitating the sale.
 - For purposes of this definition, "facilitates the sale" includes brokering, coordinating, or in any other way arranging for the purchase of the right to use accommodations via a transaction directly, including via one (1) or more payment processors, between a customer and an accommodations lodging provider. The

term "accommodations lodging intermediary" does not include a person:

- 1. Who provides <u>accommodationslodging</u> while operating under a trademark, trade name, or service mark belonging to such person;
- 2. Who facilitates the sale of accommodations lodging if:
 - The price paid by the customer to such person is equal to the price paid by such person to the <u>accommodationslodging</u> provider for the use of the <u>accommodationlodging</u>; and
 - The only compensation received by such person for facilitating the sale of the <u>accommodationlodging</u> is a commission paid from the <u>accommodationslodging</u> provider to such person;
- 3. Who is licensed as a real estate licensee pursuant to [Virginia Code] Article 1 (\$ 54.1-2100 et seq.) of Chapter 21 of Title 54.1, when acting within the scope of such license.

<u>Accommodations Lodging</u> provider means any person that furnishes accommodations to the general public for compensation. The term "furnishes" includes the sale of use or possession or the sale of the right to use or possess.

Room charge means the full retail price charged to the transient for the use of the accommodation. Room charge includes any fee charged to the customer and retained as compensation for facilitating the sale, whether described as an accommodations lodging fee, facilitation fee, or any other name. Any additional charges made in connection with the rental of accommodations are deemed to be a part of the charge for the room and are subject to the tax. For example, additional charges for movies, parking, local telephone calls and similar services are subject to the tax. Toll charges for long-distance telephone calls are not subject to the tax.

Short-term rental means any building, structure, or unit, on the same tax parcel, sharing the same mailing address, that is used, or is intended to be used, as a residence or home for one (1) or more persons available for rent or for hire to transients.

Transient means any person who, for a period of fewer than thirty (30) consecutive days, either at their own expense or at the expense of another, obtains accommodationslodging for which a charge is made at an lodging facilityaccommodation, as defined in this section.

(Code 1976, § 10-60; 9-7-21(1), § 2; Ord. No. O-21-138, 10-4-21; Ord. No. O-22-136, § 1, 10-27-22)

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

Sec. 30-253. Levied.

There is hereby imposed and levied upon every transient obtaining <u>accommodationslodging</u> within the city, in addition to all other taxes and fees of every kind now imposed by law, a tax equivalent to nine (9) percent of the total room charge paid for the <u>accommodationlodging</u> by the transient, or on the transient's behalf.

(Code 1976, § 10-61; 5-19-97, § 1; 4-13-04(9), § 1; 4-12-16, § 1, eff. 7-1-16; 4-1-19(1), § (1), eff. 7-1-19; Ord. No. O-21-138, 10-4-21; Ord. No. O-22-136, § 1, 10-27-22; Ord. No. O-24-057, § (1), 5-6-24)

State law reference(s)—Authority of city to impose tax on transient room rentals, Code of Virginia, § 58.1-3819.

Sec. 30-254. Exemptions.

No tax shall be payable under this article on any charge for accommodationslodging in, and during care or treatment in, any hospital, medical clinic, nursing or convalescent home, extended health care facility, sanatorium or sanitorium, home for the aged, infirmed, orphaned, disabled, or other like facility; or in any dormitory, as that term is defined in chapter 34, section 34-1200 of this Code.

(Code 1976, § 10-67; 6-16-14; Ord. No. O-21-138, 10-4-21; Ord. No. O-22-136, § 1, 10-27-22; Ord. No. O-23-082, 6-5-23)

Sec. 30-255. Collection.

- (a) For any accommodationlodging not facilitated by an accommodationslodging intermediary, the accommodationslodging provider shall collect the tax levied pursuant to this article from the transient, or from the person paying for the lodging, at the time that payment for the accommodationlodging is made, computed on the total price paid for the use or possession of the accommodationlodging, and shall remit the same to the city and shall be liable for the same.
- (b) For any accommodationlodging facilitated by an accommodationslodging intermediary, the accommodationslodging intermediary shall be deemed to have made a retail sale of the accommodationlodging and is responsible for collecting the tax levied for the accommodationlodging from the transient or the person paying for the accommodationlodging, at the time that payment for the accommodationlodging is made, computed on the room charge and shall remit the same to the city and shall be liable for the same.
- (c) For any transaction for the retail sale of accommodations involving two (2) or more parties that meet the definition of accommodationslodging intermediary, nothing in this section shall prohibit such parties from making an agreement regarding which party shall be responsible for collecting and remitting the tax, so long as the party so responsible is registered as a dealer with the locality. In such event, the party agreeing to collect and remit the tax shall be the sole party liable for the tax, and the other parties to such agreement shall not be liable for such tax.
- (d) For any retail sale of <u>accommodationslodging</u> facilitated by an <u>accommodationslodging</u> intermediary, nothing herein shall relieve the <u>accommodationslodging</u> provider from liability for retail sales and use taxes on any amounts charged directly to the customer by the <u>accommodationslodging</u> provider that are not collected by the <u>accommodationslodging</u> intermediary.
- (e) In any retail sale of any accommodationlodging in which an accommodationslodging intermediary does not facilitate the sale of the accommodationlodging, the accommodationslodging provider shall separately state the amount of the tax in the bill, invoice, or similar documentation and shall add the tax to the total price paid for the use or possession of the accommodationlodging. In any retail sale of any accommodationlodging in which an accommodationslodging intermediary facilitates the sale of the accommodationlodging, the accommodationslodging intermediary shall separately state the amount of the tax on the bill, invoice, or similar documentation and shall add the tax to

the room charge; thereafter, such tax shall be a debt from the customer to the <u>accommodations</u>lodging intermediary, recoverable at law in the same manner as other debts.

The taxes collected by any person shall be deemed to be held in trust for the city by the person required to collect them, until they have been remitted to the city as provided in this article. (Code 1976, § 10-62; Ord. No. O-21-138, 10-4-21; Ord. No. O-22-136, § 1, 10-27-22)

State law reference(s)—Scope of transient tax, Code of Virginia, § 58.1-3826.

Sec. 30-256. Reports and remittances generally.

- (a) Every person collecting any tax levied by this article shall make out a report thereof, upon such forms and setting forth such information as the commissioner of the revenue may prescribe and require, showing the total room charge paid by the customer and the amount of tax required to be collected thereon, and shall deliver the same to the commissioner together with a remittance of such tax, made payable to the city treasurer. If a person, including an accommodationslodging intermediary is collecting taxes from, or on behalf of, multiple accommodations, the report shall also be sufficient to identify the total charges and tax owed on accommodationslodging at each individual accommodation, including the lodging facility'saccommodation's address. Such reports and remittances shall be made on or before the twentieth of each month, covering the amount of tax collected during the preceding month. Lodging providers shall be required to file monthly reports with the commissioner even in the event no tax is due and regardless of whether they collected the tax or if it was done on their behalf by a lodging intermediary. All remittances received under this article by the commissioner shall be promptly turned over to the treasurer.
- (b) Notwithstanding subsection (a), an accommodations provider shall not be required to submit a report to the Commissioner of the Revenue if (i) all retail sales of accommodations owned by the accommodations provider are facilitated by an accommodations intermediary and (ii) the accommodations provider attests to the locality that all such sales are facilitated by an accommodations intermediary. Such attestation shall be effective for 12 months beginning with the month in which the attestation is made. Thereafter, such attestation shall be due annually on March 1 (or the first business day thereafter if March 1 falls on a weekend or holiday), on such forms and in such manner as the Commissioner of the Revenue may prescribe and require. However, such accommodations provider shall make out and submit a report in accordance with subsection (a) for the retail sale of any accommodations not facilitated by an accommodations intermediary and shall remit such tax as otherwise required by this article. Accommodations providers who fail to provide the annual attestation required by this subsection shall file monthly reports with the commissioner even in the event no tax is due and regardless of whether they collected the tax or if it was done on their behalf by an accommodations intermediary. All remittances received under this article by the commissioner shall be promptly turned over to the treasurer.

(Code 1976, § 10-62; 4-10-12, § 1, eff. 1-1-13; Ord. No. O-21-138, 10-4-21; Ord. No. O-22-136, § 1, 10-27-22)

Sec. 30-257. Collector's records.

It shall be the duty of every <u>accommodationslodging</u> provider or <u>accommodationslodging</u> intermediary liable for taxes under this article or for the collection and remittance of any tax imposed by this article, to keep and preserve for the current year and the three (3) prior years such suitable records as may be necessary to determine the amounts paid for <u>accommodationslodging</u>, and tax thereon for which that <u>accommodationslodging</u> provider or <u>accommodationslodging</u> intermediary may have been responsible for collecting and paying to the city.

AccommodationsLodging providers who have the taxes owed on their accommodation collected by a third party such as an accommodationslodging intermediary are also obligated to keep records under this section on the amounts that were collected on their behalf by said third party. All records kept under this section should be sufficient to identify each individual accommodation for which the lodging charges and/or fees were collected, and the tax owed for transient stays at that accommodation, including the lodging facility'saccommodation's address. The commissioner of the revenue shall have the right to inspect all such records at any reasonable time.

(Code 1976, § 10-65; 9-7-21(1), § 2; Ord. No. O-21-138, 10-4-21; Ord. No. O-22-136, § 1, 10-27-22)

Sec. 30-260. Procedure upon failure to collect, report, etc.

- (a) If any person, whose duty it is to do so, shall fail or refuse to collect the tax imposed under this article and make timely report and remittance thereof, the commissioner of the revenue shall proceed in such manner as is practicable to obtain facts and information on which to base an estimate of the tax due. As soon as the commissioner has procured such facts and information as may be obtainable, upon which to base the assessment of any tax payable by any person who has failed to collect, report or remit such tax, the commissioner shall proceed to determine and assess against such person the tax, penalty and interest provided in this article, and shall notify such person by certified or registered mail sent to their last known address, of the amount of such tax, penalty and interest, and the total amount thereof shall be payable within ten (10) days from the date such notice is sent.
- (b) It shall be the duty of the commissioner of the revenue to ascertain the name of every accommodationslodging provider and accommodationslodging intermediary providing accommodationslodging in the city, liable for the collection of the tax imposed by this article, who fails, refuses or neglects to collect such tax or to make the reports and remittances required by this article. The commissioner may have issued a summons for such person, which summons may be served upon such person by any city police officer in the manner provided by law, and one (1) return of the original thereof shall be made to the general district court for the city.

(Code 1976, §§ 10-64, 10-68; 9-7-21(1), § 2; Ord. No. O-21-138, 10-4-21; Ord. No. O-22-136, § 1, 10-27-22)

Policy Briefing Summary

City Council



Regarding: Move Safely Blue Ridge Regional Safety Action Plan and East High

Street Demonstration Project Alternative Selection

Staff Contact(s): Ben Chambers, Transportation Planning Manager, Thomas Robert Safranek

Presenter: Ben Chambers, Transportation Planning Manager

Date of Proposed June 2, 2025

Action:

Issue

Background / Rule

The United States Department of Transportation ("USDOT") established the Safe Streets and Roads for All Grant Program through the Bipartisan Infrastructure Act to fund initiatives to prevent roadway deaths and serious injuries. This Program provides \$5 billion dollars over five (5) years toward planning and projects that are aimed at that goal. USDOT supports localities with funding for comprehensive safety action plans, and in 2023, awarded the Thomas Jefferson Planning District Commission ("TJPDC") with funding to begin a Regional Safety Action Planning effort, called Move Safely Blue Ridge. Move Safely Blue Ridge takes a detailed look at historical crash trends throughout the region, identifies emphasis areas and high-risk locations, evaluates policies and programs, and provides guidance on implementation.

Within the Study, special emphasis was placed on safe access for bicyclists, pedestrians, and transit users within the urbanized area, and particularly within the City. While many of the findings within the rural parts of the region are focused on roadway and automobile safety improvements, the array of mode choices in the City presents a different set of challenges for transportation safety. During the course of the Study, areas within the City where these mode options conflicted were highlighted, including at the intersection of East High Street and Meade Avenue. The Move Safely Blue Ridge Study scope included the design of a Demonstration Project within the City, and this location was identified as a candidate for testing potential options that could be implemented within the context of a larger, more permanent solution to the safety concerns.

Analysis

The Move Safely Blue Ridge Project Team will provide an overview of the Regional Safety Action Plan. This Plan identifies key areas of concern across the region's transportation network and provides recommended strategies with aims to meet adopted jurisdictional safety targets, including City Council's adopted targets of eliminating roadway fatalities and halving the number of serious injuries by 2045. The Project Team is sharing the Final Plan with each participating jurisdiction's governing body and requesting adoption as the Region's Safety Action Plan. Adoption of this Plan allows the region and its individual localities to apply for federal funding through future rounds of the Safe Streets and Roads for All Program for implementing projects. The final version of the Plan can be viewed at movesafelyblueridge.com.

As a test of the strategies identified in the Plan, the Move Safely Blue Ridge Project included planning work for a Demonstration Project at a location identified through the Project's safety analysis. Roadway and pedestrian safety concerns at the intersection of East High Street and Meade Avenue were identified by City Staff and the Project Team as an ideal candidate for this temporary

Demonstration Project.

The Move Safely Blue Ridge Project Team developed three alternative designs for the Demonstration Project area, all with the goals of improving pedestrian crossings and visibility at the Meade Avenue intersection and move left turn movements onto Meade Avenue to an area with better visibility. These design alternatives were shared with the public to collect feedback, through an Open House at Burnley Moran Elementary on February 25, 2025, and an online survey, open between February 14 to March 6, 2025. The public engagement effort collected 368 responses through paper and online surveys, with most (257 responses) supporting one (1) of the two (2) options that would allow for one (1)-way northbound traffic on Meade Avenue at East High Street. While the surveys did not include an option for "none of the above," 81 respondents did indicate through their responses that they would prefer that option.

The proposed City Staff-recommended alternative for the East High Street Demonstration Project is a refinement of Option 2 from the public Open House and survey, with changes adopted based on public feedback. This design alternative would turn off the street signals at East High Street and Meade Avenue and install a new temporary stoplight at the intersection of East High Street and Stewart Street. The ability to turn left from East High Street on to Meade Avenue would be removed, and only northbound traffic on Meade Avenue would be allowed at the intersection. A temporary left turn lane on East High Street would be marked at Stewart Street, along with temporary crosswalks. The northbound approach of Meade Avenue would be made perpendicular to East High Street and a temporary crosswalk would be installed. South of the intersection, bi-directional travel on Meade Avenue would be allowed, with no impacts to parking. Included refinements to this option following public feedback include the provision of an all-way stop at the intersection of Meade Avenue and Stewart Street, an additional crosswalk at the East High Street and Meade Avenue intersection, and refinements to driveway impacts.

The Demonstration Project will be implemented on a temporary basis (up to sixty (60) days) to test changes to traffic and pedestrian volumes, turning counts, and speeds, as well as perceived safety conditions. An additional survey to collect feedback on the test will be made available several weeks into the deployment of the Demonstration Project. City Staff anticipates deploying the Demonstration Project during the upcoming summer months, scheduled in part to avoid traffic volumes and delay impacts that are associated with the school calendar.

Results from the Move Safely Blue Ridge Demonstration Project, as well as the recommended strategies of the Action Plan itself, will inform future Grant Applications to address conditions. This will provide additional support for pursuing funding for some of the City's more difficult sidewalk and safety priorities, including those in the East High Street corridor.

Move Safely Blue Ridge Regional Safety Action Plan process has had three (3) rounds of public engagement since the Project began in December 2023. This outreach effort has included a Regional Safety Summit, two (2) rounds of online surveys, multiple rounds of public and virtual Open House meetings, and dozens of pop-up events. Initial design alternatives for the Move Safely Blue Ridge Demonstration Project were shared with the public to collect feedback, through an Open House at Burnley Moran Elementary on February 25, 2025, and an online survey, open between February 14 to March 6, 2025. An additional survey will be released during the implementation of the Demonstration Project.

Financial Impact

The Move Safely Blue Ridge Safety Action Plan and associated Demonstration Project would not result in any direct budgetary impact. Existing capital funds for Neighborhood Transportation Improvements would be used for implementing the Demonstration Project.

Recommendation

City Staff recommends City Council adopt the attached Resolution for deployment of the temporary Demonstration Project at the intersections of East High Street, Meade Avenue, and Stewart Street, as developed through the Move Safely Blue Ridge Safety Action Plan Project and detailed as proposed in the City Staff recommended alternative, for up to sixty (60) days.

Adoption of a Regional Safety Action Plan allows City Staff to pursue federal funding for implementing projects through the Safe Streets and Roads for All Grant Program.

Support for design and public engagement for the development of the Demonstration Project alternative were included in the Project Scope of the Move Safely Blue Ridge Regional Safety Action Plan. Existing funds under Neighborhood Transportation Improvements will be used for the implementation of the Demonstration Project.

Recommended Motion (if Applicable)

"I move adoption of the attached Resolution for deployment of the temporary Demonstration Project at the intersections of East High Street, Meade Avenue, and Stewart Street, as developed through the Move Safely Blue Ridge Safety Action Plan Project, and detailed as proposed in the City Staff recommended alternative, for up to sixty (60) days."

None

CITY OF CHARLOTTESVILLE, VIRGINIA CITY COUNCIL AGENDA



Agenda Date: June 2, 2025

Action Required:

Presenter:

Staff Contacts:

Title: Resolution to adopt the Move Safely Blue Ridge Regional Safety Action Plan

Background

Discussion

Alignment with City Council's Vision and Strategic Plan

Community Engagement

Budgetary Impact

Recommendation

Alternatives

Attachments

 Move Safely Blue Ridge Comprehensive Safety Action Plan Adoption - City of Charlottesville Council Draft

CITY OF CHARLOTTESVILLE RESOLUTION ADOPTING THE MOVE SAFELY BLUE RIDGE SAFETY ACTION PLAN

WHEREAS, the City of Charlottesville is committed to improving transportation safety and ensuring that all people, regardless of mode of travel, can move safely throughout the city; and

WHEREAS, between 2018 and 2022, thirteen individuals lost their lives and one hundred ninety-five (195) individuals sustained serious injuries in traffic crashes within the City of Charlottesville; and

WHEREAS, roadway fatalities and serious injuries are preventable, and each one represents a profound loss to families, neighborhoods, and the broader community; and

WHEREAS, the adopted 2045 Long Range Transportation Plan, through the Charlottesville-Albemarle Metropolitan Planning Organization, sets forth a goal to "improve the geometric conditions and physical characteristics of the transportation network to reduce fatalities and serious injuries"; and

WHEREAS, the Bipartisan Infrastructure Law established the Safe Streets and Roads for All (SS4A) discretionary grant program to support local, regional, and Tribal initiatives aimed at preventing roadway deaths and serious injuries; and

WHEREAS, the Thomas Jefferson Planning District Commission (TJPDC), in partnership with its member jurisdictions, has led the development of the *Move Safely Blue Ridge* Safety Action Plan to identify, prioritize, and support implementation of data-driven and community-informed roadway safety strategies across the region; and

WHEREAS, the *Move Safely Blue Ridge* plan supports and aligns with the Virginia Strategic Highway Safety Plan, which establishes a vision of zero deaths and serious injuries and sets a statewide goal to reduce both by 50 percent by the year 2045;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the City formally adopts the *Move Safely Blue Ridge* Safety Action Plan as a guiding document to advance transportation safety for all users within the city limits;

BE IT FURTHER RESOLVED that the City of Charlottesville reaffirms its commitment to eliminate roadway fatalities within the city by 2045 and to reduce the number of serious injuries by at least 50 percent over the same period.

Adopted this	day of	, 2025

CITY OF CHARLOTTESVILLE, VIRGINIA CITY COUNCIL AGENDA



Agenda Date:	June 2, 2025
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Action Required:

Presenter:

Staff Contacts:

Title: Resolution selecting a Preferred Alternative Design for the East High

Street Demonstration Project

Background

Discussion

Alignment with City Council's Vision and Strategic Plan

Community Engagement

Budgetary Impact

Recommendation

Alternatives

Attachments

- 1. E High St Demonstration Project resolution
- 2. Charlottesville Demo Concept Design

RESOLUTION SELECTING A PREFERRED ALTERNATIVE DESIGN FOR THE EAST HIGH STREET DEMONSTRATION PROJECT

WHEREAS, the City Council of the City of Charlottesville, Virginia ("City Council"), has affirmed its commitment to the development of a Regional Safety Action Plan ("Plan"), with grant-support from the Safe Streets and Roads for All Program; and

WHEREAS, City Council has established a goal of eliminating traffic fatalities and halving serious roadway injuries by 2045; and

WHEREAS, the Plan and Move Safely Blue Ridge, included design and public outreach for a temporary demonstration project at a target location of serious safety concern; and

WHEREAS, the Move Safely Blue Ridge Project Team has identified the intersection of East High Street and Meade Avenue as a target location due to pedestrian crossing safety concerns and developed multiple design alternatives for public feedback.

NOW THEREFORE, BE IT RESOLVED by City Council that it authorizes City Staff to implement the preferred design alternative, for up to sixty (60) days, to test and evaluate safety improvements on East High Street, Meade Avenue, and Stewart Street.

Approved by	Council
,	2025
Kyna Thoma	S



Policy Briefing Summary

City Council



Regarding: Approval of an Employment Agreement appointing John Maddux as

Charlottesville City Attorney

Staff Contact(s): Samuel Sanders, Jr., City Manager
Presenter: Samuel Sanders, Jr., City Manager

Date of Proposed J

Action:

June 2, 2025

Issue

Background / Rule

Per the Code of the City of Charlottesville, Chapter 2. Article V. Section 2-211, "the city manager, with the advice and consent of the city council, shall appoint an attorney for the city, who shall have been admitted to practice in the courts of the commonwealth."

Analysis

Financial Impact

Recommendation

City Manager Sanders recommends consent by motion of City Council to appoint John Maddux as City Attorney for the City of Charlottesville, according to the Employment Agreement presented.

Recommended Motion (if Applicable)

"I move approval of the Employment Agreement appointing John Maddux as City Attorney for the City of Charlottesville."

Attachments

City Attorney Employment Agreement 5.30.25 4923-2516-0008 v.1

EMPLOYMENT AGREEMENT FOR CITY ATTORNEY

THIS AGREEMENT is made as of this 2nd day of June, 2025, by and between the CITY OF CHARLOTTESVILLE, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the "City"), acting by and through its ACTING CITY MANAGER ("City Manager") with the approval of CITY COUNCIL (hereinafter referred to as "Council"), and, JOHN MADDUX ("Employee").

RECITALS

The parties recite and declare:

- 1. The City is in need of the services of a person possessing the skills and ability required to be the City Attorney; and
- 2. Employee is currently employed at-will as the Managing Director of the City Attorney's Office; and
- 3. Employee, through education, necessary licensing, and experience, is admitted to the practice of law in North Carolina and New York, and possesses the requisite skills to perform these duties; and
- 4. Employee's application for admission to practice law in the Commonwealth of Virginia has been accepted, and upon his swearing in by the Virginia Supreme Court, he will be fully licensed to practice law within the Commonwealth of Virginia; and
- 5. Employee is currently scheduled to be sworn in by the Virginia Supreme Court on June 4, 2025; and
- 6. The City Council desires, with the recommendation of the City Manager, to appoint and employ Employee as City Attorney for the City, pursuant to Charlottesville City Charter § 5.01, Charlottesville City Code § 2-211, and Va. Code § 15.2-1542; provided that Employee obtains a license to practice law in the Commonwealth of Virginia, including membership into the Virginia State Bar no later than the Effective Date of this Agreement (defined below).

For the reasons set forth above and in consideration of the mutual covenants and promises of the parties, the receipt and sufficiency of which are hereby acknowledged, City Council and Employee agree as follows:

SECTION ONE Employment

Employment Agreement for City Attorney Page 1 of 10 The City Manager, with the advice and consent of City Council, hereby appoints and employs Employee as the City Attorney of the City of Charlottesville, commencing on and effective as of June 6, 2025, (hereinafter "Effective Date") and Employee accepts and agrees to this appointment and employment. The parties agree that Employee shall obtain a license to practice law in the Commonwealth of Virginia and membership with the Virginia State Bar,, no later than the Effective Date (collectively, the "Full Virginia Licensure").

SECTION TWO Governing Law

This agreement and the employment of Employee as City Attorney shall be subject to all applicable provisions of the *Code of Virginia* (1950), as amended; the Charter (including specifically § 5.01) and Code of the City of Charlottesville, Virginia (including specifically §§ 2-211 *et seq.*); policies adopted by City Council and City Manager; and provisions of the City's personnel policies and procedures to the extent not altered by this Agreement.

SECTION THREE <u>Duties</u>

- 1. Employee shall devote his full time and attention to the position of City Attorney as of the Effective Date. After Employee attains Full Virginia Licensure, Employee shall perform all statutory responsibilities set forth in the Code of Virginia (1950), the City Charter, City Code, ordinances and resolutions of the City of Charlottesville, and policies, rules or regulations adopted by the Council or City Manager, as all may be amended from time to time. Employee shall be under the general direction and control of the City Manager.
- 2. Until Employee attains Full Virginia Licensure, Employee's job duties as Managing Director of the City Attorney's Office shall not include the practice of law.
- 3. As of the Effective Date, Employee shall also be responsible to perform such other legally permissible and proper duties and functions as the City Manager may from time to time assign. The Council, by action of a majority of the elected members of the Council, may fix any other duties and responsibilities upon the position of City Attorney. All duties, functions and responsibilities shall not be inconsistent with the provisions of this Employment Agreement, law and legal professional responsibility.

Employment Agreement for City Attorney Page 2 of 10

- 4. Employee shall remain in the exclusive employ of the City and devote all of the Employee's working time, attention, knowledge and skills solely to the interests of the City, and the City shall be entitled to all of the benefits arising from or incident to all work, services and advice of Employee. Employee shall not engage in the private practice of law. The term "Employee's working time" shall not be construed to include Employee's annual and compensatory time off.
- 5. Employee shall be subject to and comply with the rules and standards of conduct specified with the City's Personnel Regulations which are not inconsistent with this Agreement, including but not limited to City Policies regarding the code of ethics and conflicts of interest, non-discrimination, harassment/sexual harassment, retaliation and fraud.

SECTION FOUR Place of Employment

The duties and functions required of Employee under this Agreement shall be rendered at City Hall, located at 605 E. Main St, Charlottesville, VA 22902, and such other place or places as City Manager shall in good faith require or as the interests and needs of the City Manager shall require.

SECTION FIVE Term of Agreement

- A. Employee shall be appointed and employed as City Attorney as of the Effective Date and until terminated by City Council, upon the recommendation of the City Manager, pursuant to Charlottesville City Code § 2-211 and Va. Code § 15.2-1542, in accordance with the provisions set forth at Paragraphs D and E of this Section with the understanding that Employee is appointed and engaged as an at-will employee of the City, serving at the pleasure of City Council and reporting on a daily basis to the City Manager and that Employee is removeable at any time by the City, upon the recommendation of the City Manager and the approval of Council. Employment pursuant to this Agreement may be terminated at any time with or without cause in accordance with this Section.
- B. <u>Termination of Employment by Employee</u>. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time, provided Employee gives written notice to the City Manager and the Mayor of the City at least sixty (60) days prior to the effective date of resignation unless the City Manager and Employee otherwise agree in writing to a shorter period of advance notice. City

Employment Agreement for City Attorney Page 3 of 10 Manager may pay Employee's then-current annual base salary for any remaining portion of this notice period in lieu of requiring Employee to remain in active employment.

- C. <u>Termination of Employment by City Council</u>. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the employment of Employee at any time, with or without cause, with the review and recommendation of the City Manager, and the approval of City Council, subject to the provisions set forth herein.
- D. Termination Without Cause. In the event the City terminates Employee's employment without cause, as approved by City Council, with the review and recommendation of the City Manager, and upon the conditions set out below, the City shall, as severance, pay to Employee a lump sum cash payment, subject to all withholdings required by federal and state law, which payment shall be equal to three months' worth of salary in the first six months of service, increasing to six months' worth of salary thereafter. As a condition precedent to Employee receiving any severance for a termination without cause, at the time termination without cause is contemplated, the Parties shall negotiate and agree to terms of release of any and all claims against the City to the fullest extent permitted by law.
- E. Termination With Cause. Should Employee's employment be terminated for cause, as approved by City Council, with the review and recommendation of the City Manager, the City shall have no obligation to pay any severance otherwise provided under this Section. "For cause" is specifically defined herein as Employee's (i) malfeasance or misfeasance in office; (ii) legal malpractice proximately caused by the Employee resulting in damages to the City; (iii) violation of the Virginia Professional Rules of Responsibility that is punished by a public reprimand or suspension of license by the Virginia State Bar; (iv) inability to lawfully practice law in the Commonwealth of Virginia; (v) conviction of a felony, Class 1 misdemeanor, or a crime of moral turpitude; (vi) illegal act involving personal gain to Employee; (vii) material breach of this Agreement; or (viii) engagement in the unauthorized practice of law prior to Employee's attainment of Full Virginia Licensure.

SECTION SIX Salary

City Council shall pay Employee, and Employee shall accept from City Council, a base annual salary of **\$205,000.00** payable in installments, by direct

Employment Agreement for City Attorney Page 4 of 10 deposit, on the same schedule as that for payroll for City employees. The City will deduct or withhold any taxes, FICA, or other deductions that the Employee is legally required to pay. Employee's salary may be adjusted from time to time by amendment of this Agreement or as otherwise agreed by the parties. Notwithstanding the foregoing, at no time shall such salary be less than that stated herein. On each July 1 for the term of this agreement while the Employee remains employed with the City, the Employee's salary shall increase by the same percentage as any across-the-board cost of living or other pay increases approved by City Council within its operating budget for all regular full-time, non-unionized (Unaffiliated) City employees. If the Employee is at the maximum (top) of their pay range, they may instead receive a lump sum payment equal to the percentage of increase that would have been applied to the base annual salary for that year. Employee's salary shall be in full compensation for all services.

This position is classified as exempt from overtime provisions under the Fair Labor Standards Act. Employee shall not be entitled to any compensatory time and/or overtime pay regardless of the number of hours worked within the pay period. The position is exempt from access to the City grievance procedure, pursuant to Va. Code § 15.2-1507(3).

SECTION SEVEN Performance Evaluations

- A. The City Manager shall annually review and evaluate the performance of Employee, with the advice of Council. Said evaluation shall occur on or before June 30 of each year and shall be based on and in accordance with specific criteria developed jointly by the City Manager and Employee. Said criteria may be changed from time to time by City Manager, in consultation with Employee. City Manager shall provide Employee with a written summary of the evaluation findings and provide an adequate opportunity for Employee to discuss the evaluation.
- B. Annually, prior to the evaluation required above, the City Manager, in consultation with Employee, shall establish goals and performance objectives that they determine necessary for the proper execution of Employee's responsibilities as provided herein and under law.
- C. The City Manager may increase the compensation of Employee upon completion of Employee's annual performance evaluation provided for pursuant to this Section 7, subject to approval and appropriation by City Council. Increases in Employee's compensation will be based on successful performance attainment of goals as documented by the Employee and approved by the City Manager.

Employment Agreement for City Attorney Page 5 of 10

SECTION EIGHT Benefits

- A. Employee shall be eligible for health, vision and dental insurance coverage and all other employee benefits generally available to City employees, except as provided in this Agreement, which shall control in the event of a conflict. All benefits offered by the City to employees including department heads such as Employee are subject to modification at any time by the City and shall be subject to the governing plan documents for each benefit.
- B. Employee shall accrue paid vacation and sick leave on a biweekly basis. Vacation accrual is based on length of service. Employee's starting accrual rate for vacation (annual) leave will be 4.62 hours per pay period, which is 3 weeks annually.
- C. Employee will accrue 4.62 hours of paid sick leave per pay period. Neither sick nor vacation leave can be used until it is accrued. Accrued, unused vacation leave shall be paid upon Employee's termination pursuant to the City's policies and procedures at the time of termination.
- D. Employee shall be eligible for the same City-paid holidays as the general non-unionized, (Unaffiliated) full-time, benefits eligible employees.
- E. Consistent with other department heads, Employee shall also be provided with eighty (80) hours of paid annual administrative leave at the start of each calendar year, which shall not accrue or carryover.
- F. Employee shall receive other benefits expressly identified in the offer letter dated April 25, 2025, signed by Employee on April 29, 2025, subject to the governing plan documents of each identified benefit. See **Addendum A**. The parties agree that the offer letter is not, by itself, an agreement of employment and is informational only.

SECTION NINE Membership Dues, Subscriptions, and Continuing Education

A. The City Manager and City Council agree to budget and to pay for registration fees, travel and subsistence expenses of Employee's continuing legal education and other training that is necessary for continued licensure and professional development, which the parties agree is good for the City.

Employment Agreement for City Attorney Page 6 of 10

- B. The City Manager and City Council agree to budget funding for professional licensing fees, professional organization dues and subscriptions reasonably necessary for Employee's full participation in associations and organizations that are reasonably necessary or desirable for Employee's training and continued professional education, participation, growth, and advancement, which the parties agree is good for the City.
- C. The City Council hereby agrees to budget for and to pay the reasonable travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the legal education and professional development of Employee, which the parties agree is good for the City.
- D. Employee shall follow all City policies and procedures to obtain reimbursement of such membership dues, subscriptions, and continuing education that has been budgeted or otherwise approved in advance by City Manager and Council.

SECTION TEN General Provisions

- A. This Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to its conflict of laws principles. The parties agree that any legal action or proceeding arising under or in connection with this Agreement shall be brought exclusively in the federal or state courts located within the jurisdiction of the City of Charlottesville Circuit Court, and the parties hereby consent to the personal jurisdiction and venue of such courts.
- B. In the event of any dispute, claim, or legal action arising out of or related to this Agreement, each party shall bear their own attorney's fees, court costs, and other legal expenses incurred in connection with such dispute, claim, or legal action, whether incurred before or after the commencement of formal legal proceedings. This written Agreement embodies the whole agreement between the parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by either the City or Employee other than those contained in this Agreement.
- C. All agreements and covenants in this Agreement are severable, and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if the invalid agreements or covenants were not contained herein, and the remainder of this Agreement shall not be affected and shall remain in full force and effect.
- D. The failure of either party to enforce any provision of this Agreement or to

Employment Agreement for City Attorney Page 7 of 10 exercise any right or remedy provided herein shall not be construed as a waiver of such provision, right, or remedy, unless such waiver is in writing and signed by the waiving party. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision.

- E. Any amendment, modification, or waiver of this Agreement or of any covenant, condition, or provision of it shall not be valid unless in writing executed by all parties.
- F. This Agreement is personal to Employee and may not be assigned by Employee; this Agreement shall be binding upon and inure to the benefit of the heirs at law, administrators, and executors of Employee.
- G. The headings of this Agreement are for the convenience of the parties only, and the recitals of this Agreement are hereby incorporated as if restated herein.
- H. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- I. This Agreement shall become effective upon approval of City Council and the execution by both parties.

IN WITNESS THEREOF, the Charlottesville City Manager has signed and executed this Agreement, City Council has caused this Agreement to be signed and executed in its behalf by its Mayor, and the Employee has signed and executed this Agreement, to be effective as of the Effective Date provided above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY MANAGER: City Manager Name:_____ CITY COUNCIL, CITY OF CHARLOTTESVILLE, VIRGINIA: By_____ Mayor JOHN MADDUX Employee ATTEST AS TO FORM: City Attorney, Sands Anderson PC

Signatures for Employment Agreement for City Attorney:

ADDENDUM A

[Insert the signed City Attorney Offer Letter dated April 25,2025.]