



## City Council Meeting Agenda

**July 21, 2025**

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

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

### 4:00 PM Opening Session

- I. **Call to Order/Roll Call**
- II. **Agenda Approval**
- III. **Reports**

- 1. Presentation: Transit Service Scenarios for FY27

### 5:30 PM Closed Meeting

- By Motion: Consideration of applicants for appointment to the Charlottesville Redevelopment and Housing Authority

### 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. Resolution: Resolution to Appropriate Virginia Department of Criminal Justice Services - Victims of Crime Act Grant in the amount of \$123,600 (2nd reading)
  - 3. Ordinance: Ordinance Regarding an Easement to Dominion Energy for Undergrounding of Electrical Equipment at Pen Park and Quarry Road (2nd reading)
  - 4. Resolution: Resolution to Appropriate Additional Funds for Emmet Street Corridor Streetscape Project - \$1,436,519 (1 of 2 readings)
- IX. **City Manager Report**
  - Report: City Manager Report
- X. **Action Items**
  - 5. Public Hearing/Res.: Public hearing and Resolution Authorizing the Issuance and Sale of General Obligation Public Improvement Bonds of the City Of Charlottesville, Virginia, in an Aggregate Principal Amount Not to Exceed \$38,000,000, to Finance the Costs of Certain Public Improvement Projects, Providing for the Issuance and Sale of General Obligation Refunding Bonds of the City of Charlottesville,

Virginia, in an Aggregate Principal Amount Not to Exceed \$25,000,000, Providing for the Form, Details And Payment of Such Bonds, and Providing for the Refunding of Certain Outstanding General Obligation Bonds of the City

6. Resolution: Resolution Appropriating Funds for Federal Transit Operations and Capital Grants - \$6,666,809 (1 of 2 readings)
7. Resolution: Resolution initiating amendment and referring adoption of the 2024 Development Code (Zoning and Subdivision Ordinances) to the Planning Commission for review and recommendation
8. Resolution: Resolution Amending the FY 2026 Budget Ordinance to Provide the City Manager Authority to Reallocate Funds Appropriated for the Office of Community Solutions

**XI. General Business**

9. Written Report: Rivanna Authorities Quarterly Report
10. Written Report: Sister Cities Commission Annual Report

**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](http://www.charlottesville.gov/zoom). The meeting may also be viewed on the City's streaming platforms and local government Channel 10. Individuals with disabilities who require assistance or special arrangements to participate in the public meeting may call (434) 987-1267 or submit a request via email to [ada@charlottesville.gov](mailto: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



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<b>Regarding:</b>	<b>Transit Service Scenarios for FY27</b>
<b>Staff Contact(s):</b>	Garland Williams, Director of Transit, James Freas, Deputy City Manager
<b>Presenter:</b>	<b>Garland Williams, Director of Transit</b>
<b>Date of Proposed Action:</b>	July 21, 2025

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### Issue

Transit is a core service of the City of Charlottesville, Virginia ("City"), and there is a strong interest in continuing City efforts to enhance the frequency and reliability of this service.

### Background / Rule

The City's adopted Transit Strategic Plan calls for a range of service improvements over time, including expansion in service hours, increased frequency of service for many routes, and the re-introduction of Sunday service for certain routes. These service improvements will require the City to hire additional drivers and support staff, increasing the cost of operations. Strong community interest in making these investments over the last couple Budget cycles prompted staff to explore the cost of of significantly advancing service improvements identified in the Strategic Plan.

### Analysis

Staff will be presenting a set of scenarios demonstrating the potential costs associated with different levels of improvement in transit service. Staff are presenting these scenarios to inform City Council's future Budget discussions.

### Financial Impact

N/A

### Recommendation

N/A

### Recommended Motion (if Applicable)

N/A

### Attachments

None

# Policy Briefing Summary

## City Council



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<b>Regarding:</b>	<b>Resolution to Appropriate Virginia Department of Criminal Justice Services - Victims of Crime Act Grant in the amount of \$123,600 (2nd reading)</b>
<b>Staff Contact(s):</b>	Hunter Smith, Human Services Planner, Misty Graves, Director of Human Services, Taylor Harvey-Ryan, Grants Program Manager
<b>Presenter:</b>	<b>Hunter Smith, Human Services Planner</b>
<b>Date of Proposed Action:</b>	July 21, 2025

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### Issue

The Virginia Department of Criminal Justice Services has awarded the City's Department of Human Services \$123,600 from its Victims of Crime Act ("VOCA") Program to provide trauma-focused, evidence-informed case management, and clinical services. City Staff recommends the acceptance and appropriation of the VOCA Grant Funds and the required twenty percent (20%) match.

### Background / Rule

The Virginia Department of Criminal Justice Services has awarded the Department of Human Services \$123,600 from its VOCA Program to provide trauma-focused, evidence-informed case management, and clinical services.

### Analysis

The Virginia Department of Criminal Justice Services has awarded the Department of Human Services \$123,600 from its VOCA Program to provide trauma-focused, evidence-informed case management, and clinical services. The City's Department of Human Services has received similar awards since 2019. This is a new award that follows the same programmatic structure and operates in the same format as previous award cycles. The City's Department of Human Services' Evergreen Program increases access to trauma-informed intervention for victims within schools, as well as low-wealth neighborhoods, expands access to mental health services for victims, and supports behavioral interventionist positions serving victims of crime. Funds will be used to hire one (1) school-based interventionist, who will provide trauma and need assessments, service planning and delivery, coordination with other providers, and case management for up to thirty (30) child victims each year. The school-based interventionist serves students at Buford Middle School. The FY26 Award does include a twenty percent (20%) match of \$30,900 which is included in the City's Human Services Department's Budget.

### Financial Impact

The award period covers eligible expenses incurred from July 1, 2025, to June 30, 2026. This Grant requires a cash match of twenty percent (20%), which is \$30,900, which is included in the City's Department of Human Services' Budget.

### Recommendation

City Staff recommends City Council adopt the attached Resolution.

### Recommended Motion (if Applicable)

"I move to adopt the attached Resolution allocating \$123,600 in VOCA funding and \$30,900 in match funds for the City's Department of Human Services' Evergreen Program."

**Attachments**

1. VOCA FY26 Resolution
2. VOCA Statement of Grant Award

## **RESOLUTION**

### **Appropriation of Charlottesville Student Victim Outreach Program Department of Criminal Justice Services Victim of Crimes Act Grant in the amount of \$123,600**

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

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

**WHEREAS**, the funds will be used to support Evergreen, a program operated by the Department of Human Services. The grant award covers the period from July 1, 2025 through June 30, 2026;

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

#### **Revenues - \$154,500**

\$123,600	Fund: 209	Cost Center: 3413018000	G/L Account: 431110
\$30,900	Fund: 209	Cost Center: 3413018000	G/L Account: 498010

#### **Expenses- 154,500**

\$150,372	Fund: 209	Cost Center: 3413018000	G/L Account: 519999
\$4,128	Fund: 209	Cost Center: 3413018000	G/L Account: 599999

#### **Transfer From**

\$30,900	Fund: 209	Cost Center: 3413003000	G/L Account: 561209
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**BE IT FURTHER RESOLVED**, that this appropriation is conditioned upon the receipt of \$123,600 from the Department of Criminal Justice Services.



# COMMONWEALTH of VIRGINIA

## Department of Criminal Justice Services

The Honorable Jackson H. Miller  
Director

Tracy Louise Winn Banks, Esq.  
Chief Deputy Director

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

May 29, 2025

Taylor Harvey-Ryan  
Grants Manager  
605 E. Main Street  
Charlottesville, Virginia 22902

RE: 544416-SFY 2026 Victims Services Grant Program for Competitive Applicants

Dear Taylor Harvey-Ryan:

Congratulations on being a recipient of the above referenced grant program! Your DCJS grant award number is **26-D8632VP-23** and was approved for a total award of **\$154,500**, funded through Award Number **15POVC-23-GG-00472-ASSI, 15POVC-24-GG-00732-ASSI, 15POVC-22-GG-00681-ASSI, and/or state appropriated funds**. The project period is **7/1/2025** through **6/30/2026**.

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

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

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

Sincerely,

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

Jackson Miller  
Director



## STATEMENT OF GRANT AWARD (SOGA)

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

### 544416-SFY 2026 Victims Services Grant Program for Competitive Applicants

Subgrantee: Charlottesville, City  
DCJS Grant Number: 26-D8632VP-23  
Grant Start Date: 7/1/2025  
Federal Grant Number: 15POVC-23-GG-00472-ASSI, 15POVC-24-GG-00732-ASSI, 15POVC-22-GG-00681-ASSI, and/or state appropriated funds  
UEI Number: C6VFXLAFKEY1  
Grant End Date: 6/30/2026  
Indirect Cost Rate: \_\_\_\_\_%  
Federal Awardee: OVC  
Federal Catalog Number: 16.575  
Federal Start Date: 10/1/2022, 10/1/2023, and/or 10/1/2021  
Project Description: To provide direct services for crime victims.

\*If applicable

Federal Funds: **\$123,600**  
State General Funds: **\$ 0**  
State Special Funds: **\$ 0**  
Local Match: **\$30,900**  
Total Budget: **\$154,500**

Project Director	Project Administrator	Finance Officer
Jennifer McGlothlin Project Director 909 E. Market Street Charlottesville, Virginia 22902 494-981-8341 mcglothlinj@charlottesville.gov	Taylor Harvey-Ryan Grants Manager 605 E. Main Street Charlottesville, Virginia 22902 434-970-3418 harveyryant@charlottesville.gov	Nakysa Critzer Senior Accountant 605 E. Main Street Charlottesville, Virginia 22902 434-970-3200 critzern@charlottesville.gov

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

Signature: \_\_\_\_\_  
*Authorized Official (Project Administrator)*

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

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

# Policy Briefing Summary

## City Council



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<b>Regarding:</b>	<b>Ordinance Regarding an Easement to Dominion Energy for Undergrounding of Electrical Equipment at Pen Park and Quarry Road (2nd reading)</b>
<b>Staff Contact(s):</b>	Lee Cooper, Chris Gensic, Park and Trail Planner
<b>Presenter:</b>	<b>Chris Gensic, Park and Trail Planner</b>
<b>Date of Proposed Action:</b>	July 21, 2025

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### Issue

Dominion Energy is working to underground a section of overhead power lines around Pen Park. The current overhead line comes across Meadow Creek from Holmes Avenue and is regularly out of service, partly due to age and inaccessibility for repairs. The new line will come from the Pen Park Lane area and provide a more reliable service. This will also allow Dominion to remove the overhead line along and across Meadow Creek along the developing trail system, allowing for better views and possibly planting more trees near the creek.

Dominion is also planning to underground an existing section of overhead line that passes through Quarry Park. The line is currently over the backstop for the baseball field, so removing it will also improve safety and the Park-user experience.

### Background / Rule

Rule: Per Virginia Code Section 15.2-1800(B), a Public Hearing is legally required before City Council grants any easements on City-owned property.

### Analysis

Both of these proposals will be beneficial to all users that connect to these grids and also Park and trail users.

### Financial Impact

None. All costs will be covered by Dominion Energy.

### Recommendation

Following conducting the legally required Public Hearing, City Staff recommends City Council approve the attached Ordinance granting easements to Dominion Energy at Pen and Quarry Parks.

### Recommended Motion (if Applicable)

"I make a Motion to approve the attached Ordinance granting easements to Dominion Energy at Pen and Quarry Parks."

### Attachments

1. ORD\_Dominion Easement Pen-Quarry
2. Dominion - ROWs and Plats - Pen Park & Quarry Rd



**ORDINANCE #O-\_\_-\_\_**  
**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; and

**WHEREAS** said 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 of Charlottesville, Virginia (“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 Virginia Code § 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 plats entitled Work Request No. 10684276 and Work Request No. 10750577, which are attached for reference and made a part fully hereof; and

**WHEREAS** on July 7, 2025, after due notice as required by Virginia § 15.2-1800(B), 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, or their designee, granting the above-described easement to Dominion Energy.

Date Introduced: July 7, 2025

Date Adopted:

Certified: \_\_\_\_\_

Clerk of Council



## Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between CITY OF CHARLOTTESVILLE ("**GRANTOR**") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia, with its principal 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

1.3 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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## Right of Way Agreement

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)

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## Right of Way Agreement

11. **GRANTOR** covenants that it is seized 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 CHARLOTTESVILLE

(Name)

By:

(Title)

Title:

State of

County of

, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the State of \_\_\_\_\_

at Large, do hereby certify that this day personally appeared before me

in my jurisdiction aforesaid \_\_\_\_\_,

(Name of officer or agent)

(Title of officer or agent)

on behalf of City of Charlottesville, Virginia, whose name is

signed to the foregoing writing dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and  
acknowledged the same before me.

Given under my hand \_\_\_\_\_, 20\_\_\_\_

Notary Public (Print Name)

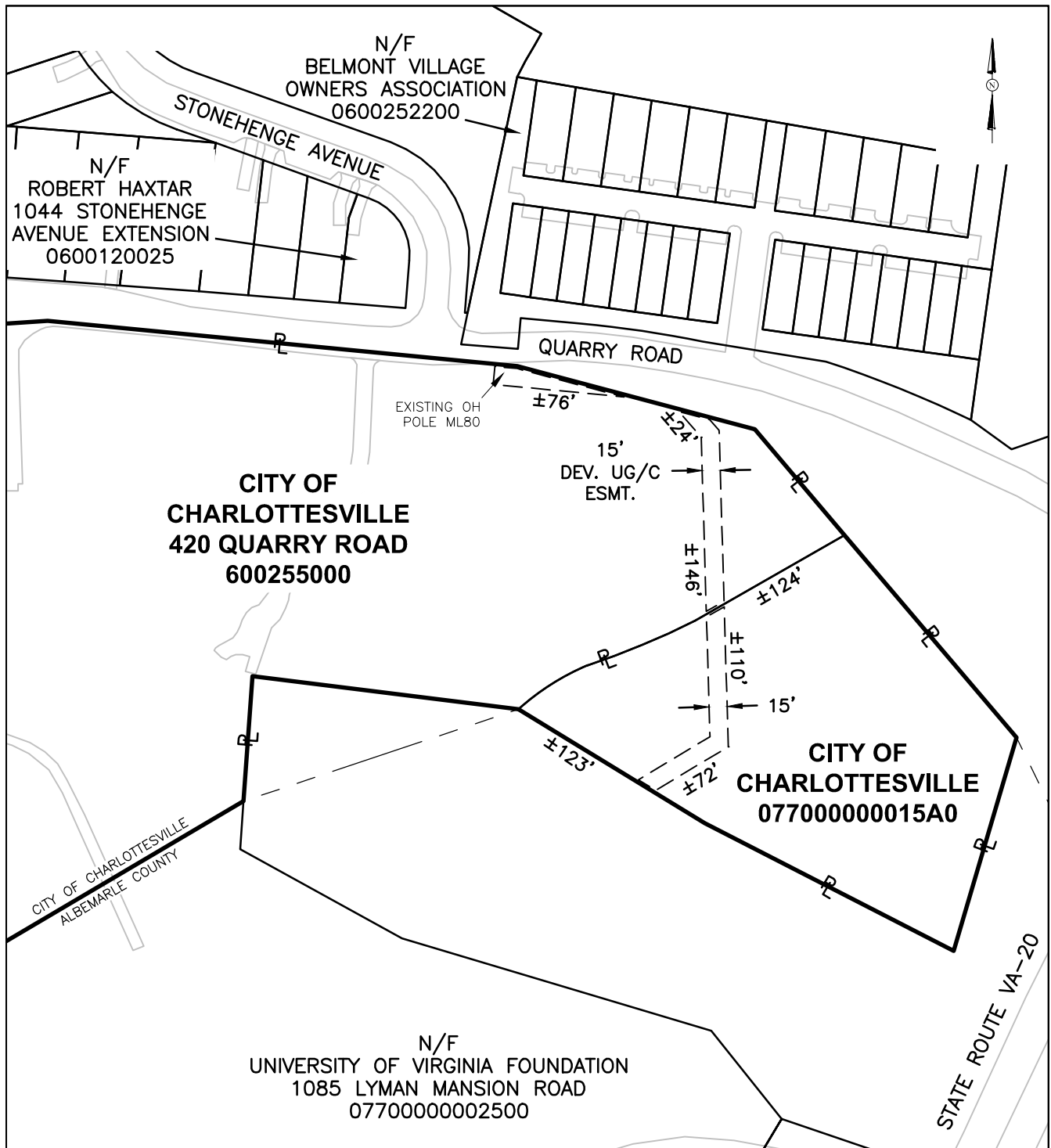
Notary Public (Signature)

Virginia Notary Reg. No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(Page 3 of 4 Pages)

ROW No(s) 13-24-0493



<b>LEGEND</b> --- Location of Right-of-Way Boundary --- Indicates Property Line is Right-of-Way Boundary *NOTE: The centerline of the facilities in the field determine the centerline of the easement.	Region	Local Office	State	PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT UG/C VIRGINIA ELECTRIC AND POWER COMPANY doing business as <b>Dominion Energy Virginia</b>
	Western	Charlottesville	VA	
	County-City	City of Charlottesville/ Albemarle Co.	Grid Number	
	Work Request No.	DEVID No.	Scale	
	10684276	13-24-0493	Not to Scale	
	Date	By		
	10/27/2024	E. Jones		
OWNER INITIALS _____				Page 4 of 4

row\_10684276\_0493.dwg



## Right of Way Agreement

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

### W I T N E S S E T H :

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 for granting 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). 13-25-0060

Parcel ID No. 48B001000 & 48B002000

Form No. 728493-1 (Dec 2021)

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## Right of Way Agreement

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)

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## Right of Way Agreement

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 me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
by \_\_\_\_\_,

(Name of officer or agent)

(Title of officer or agent)

of City of Charlottesville, a(n) Virginia  
(Name of corporation) (State of incorporation)

corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public (Print Name)

\_\_\_\_\_  
Notary Public (Signature)

Virginia Notary Reg. No. \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

(Page 3 of 7 Pages)

VAROW No(s). 13-25-0060

(Notary Seal Here)  
\_\_\_\_\_



## Right of Way Agreement

### Exhibit A

THIS RIGHT OF WAY AGREEMENT dated \_\_\_\_\_, \_\_\_\_\_, by and between the

CITY OF CHARLOTTESVILLE

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

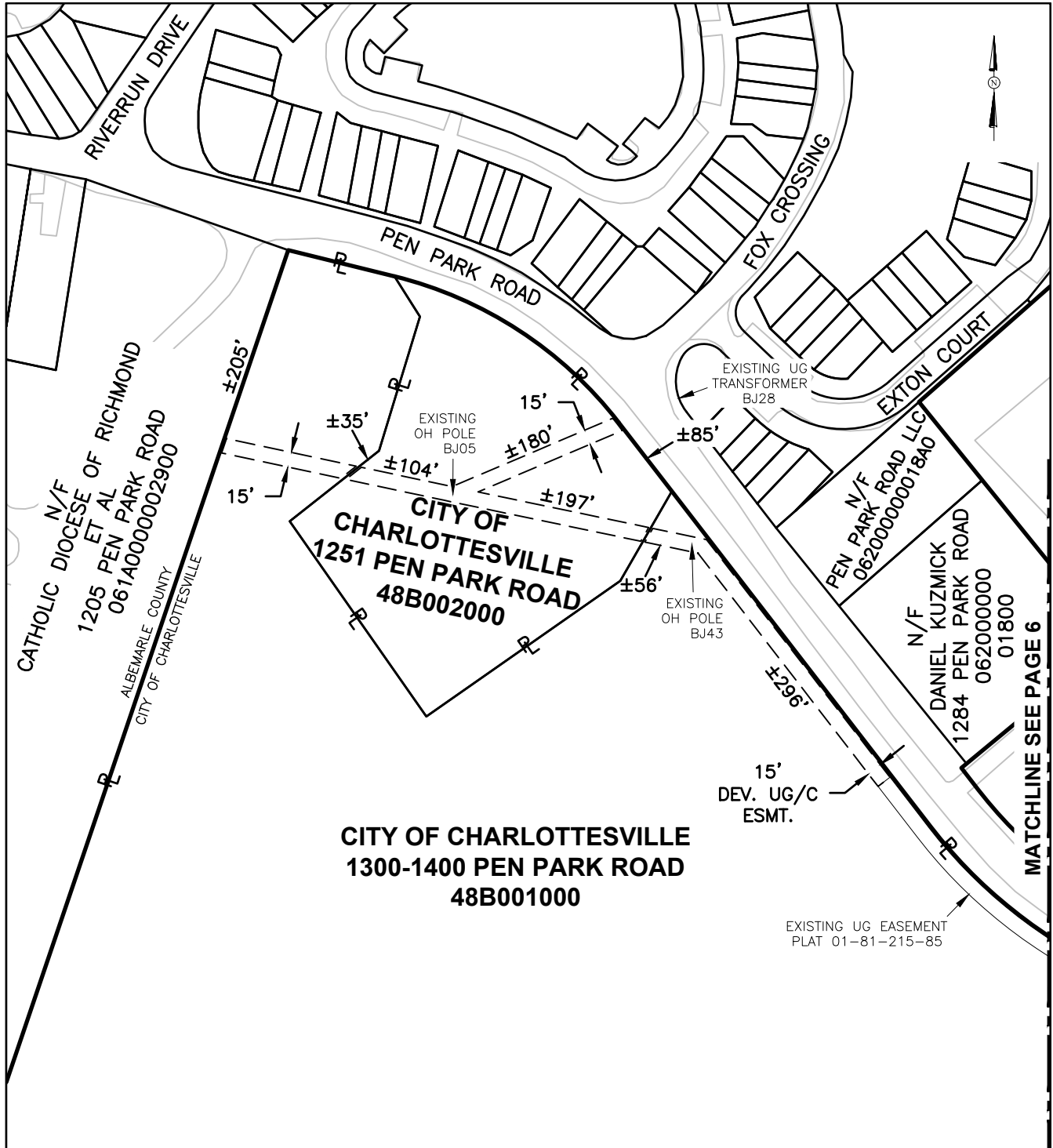
a municipiap corporation of the Commonwealth of Virginia

By: \_\_\_\_\_

Its: \_\_\_\_\_

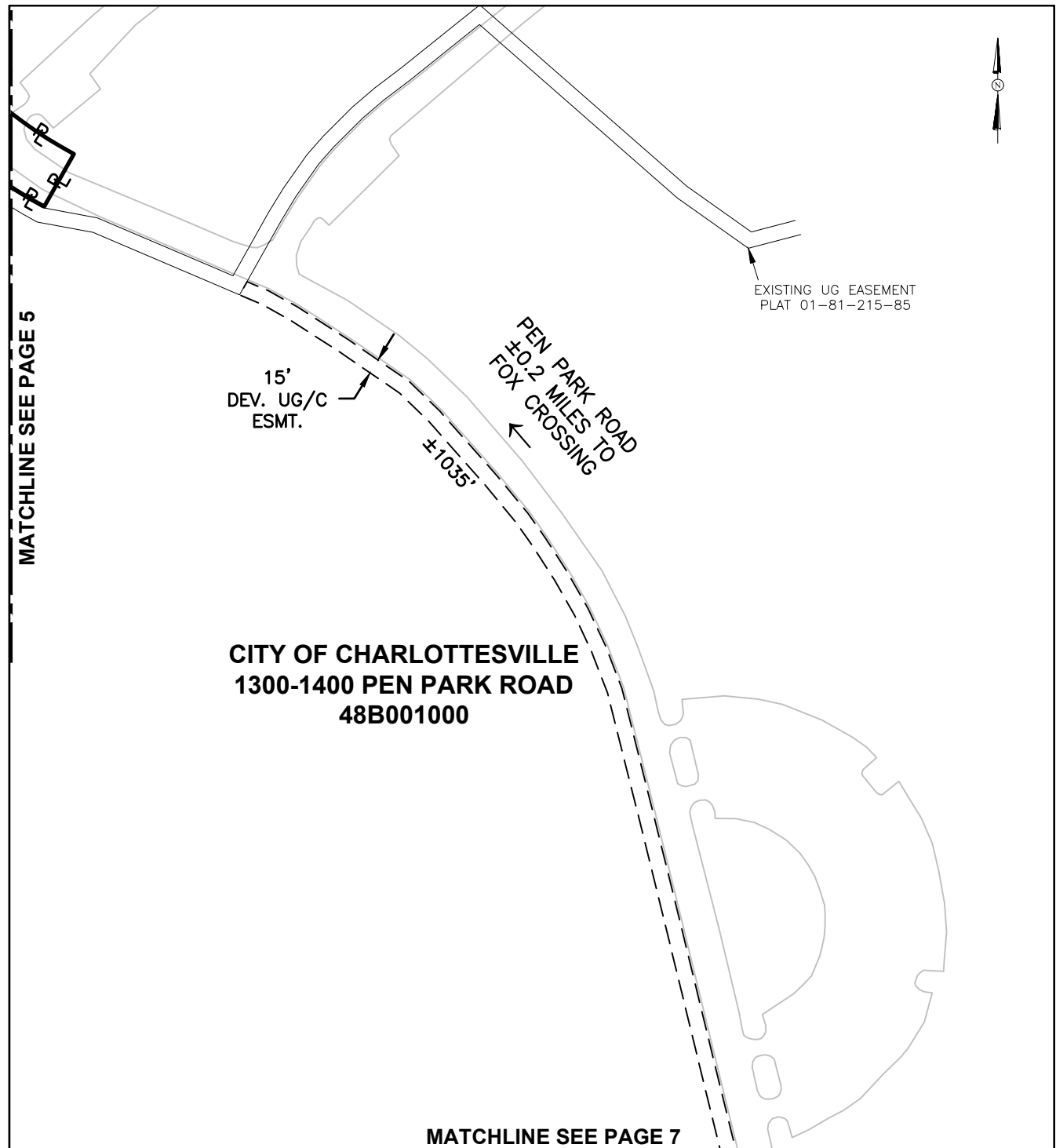
VAROW No(s). 13-25-0060

(Page 4 of 7 Pages)



<b>LEGEND</b> - - - Location of Right-of-Way Boundary - P - Indicates Property Line is Right-of-Way Boundary *NOTE: The centerline of the facilities in the field determine the centerline of the easement.	Region	Local Office	State	PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT UG/C VIRGINIA ELECTRIC AND POWER COMPANY doing business as <b>Dominion Energy Virginia</b>
	Western	Charlottesville	VA	
	County-City		Grid Number	
	City of Charlottesville		G0026	
	Work Request No.	DEVID No.	Scale	
	10750577	13-25-0060	Not to Scale	
	Date	By		
	02/03/2025	E. Jones		
OWNER INITIALS _____				Page 5 of 7

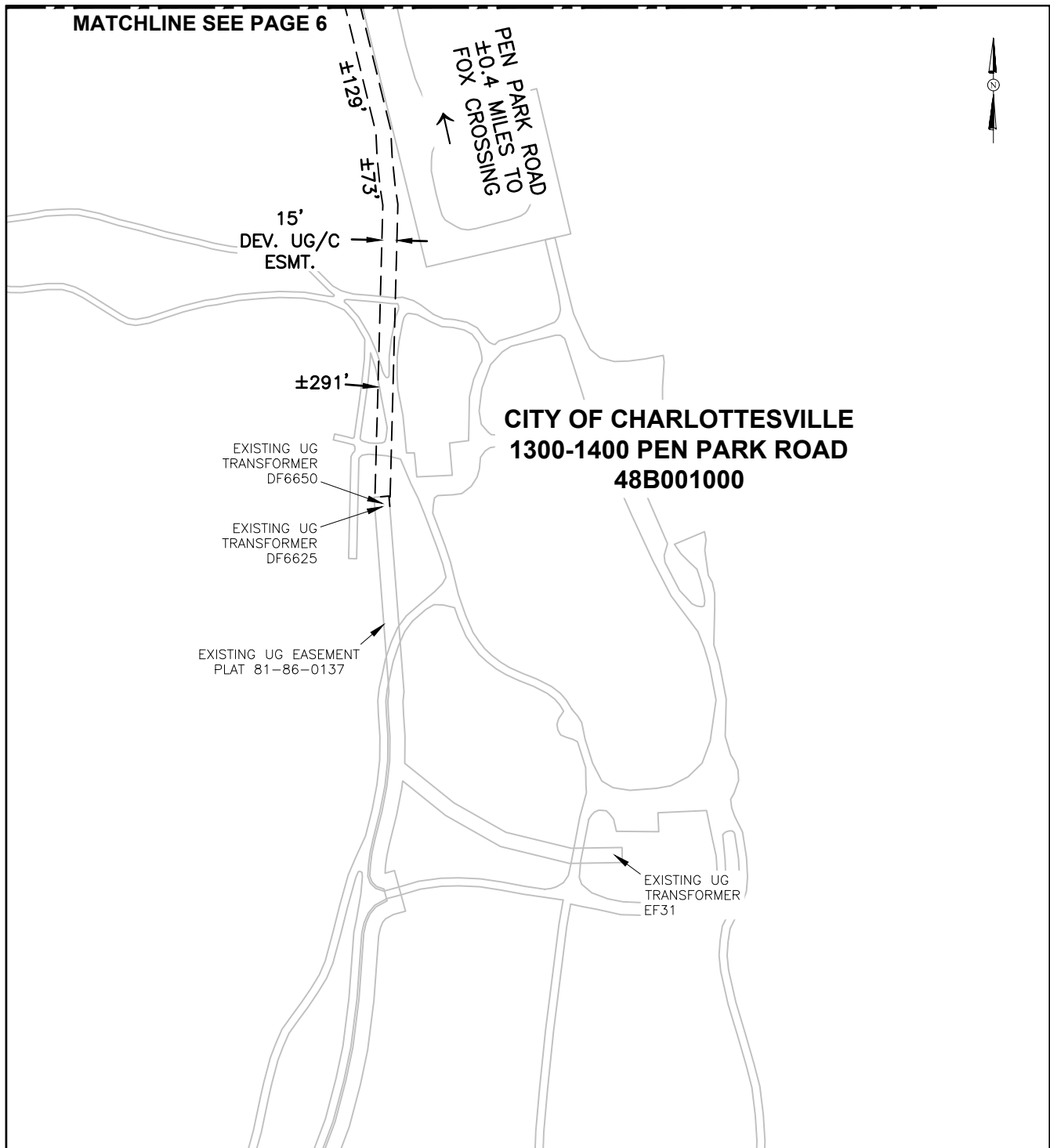
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MATCHLINE SEE PAGE 7

<b>LEGEND</b> --- Location of Right-of-Way Boundary —P— Indicates Property Line is Right-of-Way Boundary *NOTE: The centerline of the facilities in the field determine the centerline of the easement.	Region	Local Office	State	PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT UG/C VIRGINIA ELECTRIC AND POWER COMPANY doing business as <b>Dominion Energy Virginia</b>
	Western	Charlottesville	VA	
	County-City	City of Charlottesville	Grid Number	
	Work Request No.	DEVID No.	Scale	
	10750577	13-25-0060	Not to Scale	
	Date	By		
	02/03/2025	E. Jones		
OWNER INITIALS _____				Page 6 of 7

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<b>LEGEND</b> --- Location of Right-of-Way Boundary --- Indicates Property Line is Right-of-Way Boundary *NOTE: The centerline of the facilities in the field determine the centerline of the easement.	Region	Local Office	State	PLAT TO ACCOMPANY UG/C RIGHT-OF-WAY AGREEMENT VIRGINIA ELECTRIC AND POWER COMPANY doing business as <b>Dominion Energy Virginia</b>
	Western	Charlottesville	VA	
	County-City	City of Charlottesville	Grid Number	
	Work Request No.	DEVID No.	Scale	
	10750577	13-25-0060	Not to Scale	
	Date	By		
	02/21/2025	E. Jones		
OWNER INITIALS _____				Page 7 of 7

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# Policy Briefing Summary

## City Council



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<b>Regarding:</b>	<b>Resolution to Appropriate Additional Funds for Emmet Street Corridor Streetscape Project - \$1,436,519 (1 of 2 readings)</b>
<b>Staff Contact(s):</b>	Krisy Hammill, Director of Budget, Colin Porter, Project Manager
<b>Presenter:</b>	<b>Michael Goddard, Deputy Director</b>
<b>Date of Proposed Action:</b>	July 21, 2025

---

### Issue

Additional funds need to be appropriated for the Emmet Streetscape project.

### Background / Rule

On June 16, 2025, a public hearing was held to discuss the resolution requesting appropriation of additional funds for multiple projects within the City's Virginia Department of Transportation (VDOT) project portfolio. Funding for the Emmet Streetscape project was included in that resolution. However, staff also noted in the funding summary that a separate resolution would be presented at a later date to request the remaining local match that is required to leverage the total amount of VDOT funding awarded for this project. An additional match of \$1,436,519 in local funds is needed.

### Analysis

The current scope of this project is estimated to cost \$23 million to construct. A total of \$17.4 million is being funded by VDOT with a local match requirement of just over \$5.6 million. In 2023, the University of Virginia committed a total of \$5 million dollars for the Emmett Streetscape project and the Fontaine Street project. In June of 2023, City Council appropriated \$4,183,586 of the \$5 million to Emmet Street and \$816,414 to a streetscape project on Fontaine Avenue. VDOT has taken over the management of the Fontaine project and local match has now been reduced to \$750,000. This resolution requests that Council reprogram \$66,414 of the UVA funds to the Emmet Street project from the Fontaine project. Additionally, \$1,370,105 is being requested as a transfer from the previously appropriated underground utility account. This resolution seeks to move two previously appropriated funding sources into the one Emmet Streetscape project account for ease of accounting by keeping all the related project costs in one account.

### Financial Impact

The required local matches are being transferred from previously appropriated funds in a separate accounts which will now be combined into the appropriate VDOT accounts.

### Recommendation

Staff recommends approval of the resolution.

### Recommended Motion (if Applicable)

"I make a motion adopting the attached Resolution appropriating additional funds for the Emmett Streetscape project."

### Attachments

1. VDOT Resolution - Emmet - July 21
2. VDOT Funding Summary - Emmet July 21 Agenda

3. Barracks and Emmet Intersection-UPC111796-Appendix A





**RESOLUTION #R-\_\_-\_\_**  
**Resolution to Appropriate \$1,436,519 in additional local funds for the**  
**Emmet Street Corridor Streetscape Project**

**WHEREAS**, the City of Charlottesville has been awarded funds through the Virginia Department of Transportation (VDOT) to locally administer various transportation projects; and

**WHEREAS**, some of the VDOT funding requires a local match to leverage the funding; and

**WHEREAS**, additional local funding is required for the Emmet Street Corridor Streetscape Project;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the sum of \$1,436,519 is hereby appropriated as follows:

**Project: Emmet Street Corridor Streetscape & Intersections**  
**UPC #: 109551**

**Expenditure**

\$1,436,519      Fund: 426      WBS Element: P-00932      GL Code: 599999

**Revenue**

\$66,414      Fund: 426      WBS Element: P-00932      GL Code: 432155

*Budget Transfer from City Underground Utility Project Account (for City Match)*  
\$1,370,105      Fund: 426      WBS Element: P-00127      GL Code: 599999

Date Adopted:

Certified: \_\_\_\_\_  
Clerk of Council

VDOT Project Funding Summary and Reconciliation  
Emmet Streetscape Project

**Project:** VDOT - #HB2.FY17 EMMET STREET CORRIDOR STREETSCAPE & INTERSECTIONS

**SAP Account:** P-00932

**UPC #:** 109551

VDOT Appendix A	
Revenue Sources	
Federal	\$0.00
State Revenue Share	\$0.00
SmartScale	\$17,372,099.00
City Revenue Share	\$0.00
City Local Match	\$5,620,105.00
Total Project	\$22,992,204.00

Project Appropriations		
<u>February 13, 2017</u>	<u>June 20, 2023</u>	<u>July 7, 2025</u>
\$12,114,721.00		\$5,257,378.00
	\$4,183,586.00	

<i>To Be Appropriated</i>	
<u>July 21, 2025</u>	<u>Total</u>
	–
	–
	17,372,099.00
	–
\$1,436,519.00	5,620,105.00
	–
\$1,436,519.00	22,992,204.00

## Appendix A Revision 1

Date: 3/20/2025

Project Number: 0654-104-336 UPC: 111796 CFDA # 20.205 Locality: City of Charlottesville

Project Location ZIP+4: 22903-4839	Locality UEI #: C6VFXLAFKEY1	Locality Address (incl ZIP+4): 610 East Market Street Charlottesville, VA 22902-5304
<b>Project Narrative</b>		
Work Description:	#SMART18 - BARRACKS RD @ EMMET ST INTERSECTION - Right turn lanes will be added to northbound Emmet St (Rt 29) and westbound Barracks Rd, bike/ped improvements and improvements to existing transit facilities.	
From:	0.06 MI S OF INT. BARRACKS ROAD	
To:	0.08 MI N OF INT. BARRACKS ROAD	
Locality Project Manager Contact info:	Colin Porter 434-970-3398	<a href="mailto:porterc@charlottesville.gov">porterc@charlottesville.gov</a>
Department Project Coordinator Contact Info:	Gregg Allen 434-426-5575	<a href="mailto:gregg.allen@vdot.virginia.gov">gregg.allen@vdot.virginia.gov</a>

Project Estimates				
	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$1,363,319	\$750,000	\$6,743,285	\$8,856,604
Estimated VDOT Project Expenses	\$100,000	\$30,000	\$150,000	\$280,000
Estimated Total Project Costs	\$1,463,319	\$780,000	\$6,893,285	\$9,136,604

Project Cost and Reimbursement						
Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$1,463,319	Smart Scale	0%	\$0	\$1,463,319	
<b>Total PE</b>	\$1,463,319			\$0	\$1,463,319	\$1,363,319
Right of Way & Utilities	\$780,000	Smart Scale	0%	\$0	\$780,000	
<b>Total RW</b>	\$780,000			\$0	\$780,000	\$750,000
Construction	\$6,893,285	Smart Scale	0%	\$0	\$6,893,285	
<b>Total CN</b>	\$6,893,285			\$0	\$6,893,285	\$6,743,285
<b>Total Estimated Cost</b>	\$9,136,604			\$0	\$9,136,604	\$8,856,604

<b>Total Maximum Reimbursement by VDOT to Locality (Less Local Share)</b>	\$9,136,604
<b>Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)</b>	\$8,856,604

Project Financing						
						Aggregate Allocations
Smart Scale						
\$9,136,604						\$9,136,604

Program and Project Specific Funding Requirements	
<ul style="list-style-type: none"> <li>This Project shall be administered in accordance with VDOT's Locally Administered Projects Manual and Urban Manual.</li> <li>This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$9,136,604</li> <li>Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program.</li> <li>The LOCALITY will continue to operate and maintain the facility as constructed. Should the design features of the Project be altered by the LOCALITY subsequent to Project completion without approval of the DEPARTMENT, the LOCALITY inherently agrees, by execution of this agreement, to make restitution, either physically or monetarily, as required by the DEPARTMENT.</li> <li>Project estimate, schedule and commitment to funding are subject to the requirements established in the Commonwealth Transportation Board (CTB) Policy and Guide for Implementation of the SMART SCALE Project Prioritization Process, Code of Virginia, and VDOT's Instructional and Informational Memorandums.</li> <li>This Project shall be initiated and at least a portion of the Project's programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other Projects selected through the prioritization process. In the event the Project is not advanced to the next phase of construction when requested by the CTB, the LOCALITY or Metropolitan Planning Organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the DEPARTMENT for all state and federal funds expended on the Project.</li> <li>This Project has been selected through the Smart Scale (HB2) application and selection process and will remain in the SYIP as a funding priority unless certain conditions set forth in the CTB Policy and Guidelines for Implementation of a Project Prioritization Process arise. Pursuant to the CTB Policy and Guidelines for Implementation of a Project Prioritization Process and the SMART SCALE Reevaluation Guide, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent SMART SCALE prioritization cycle to account for a cost increase on a previously selected Project.</li> <li>This Appendix A supersedes all previous versions signed by VDOT and the LOCALITY.</li> </ul>	

This attachment is certified and made an official attachment to this document by the parties to this agreement.

Samuel Sanders Jr. Digitally signed by Samuel Sanders Jr  
Date: 2025.04.08 16:30:21 -04'00'

Authorized Locality Official

Date

Banks Gregory  
uos15545

Digitally signed by Banks Gregory  
uos15545  
Date: 2025.04.09 08:11:27 -04'00'

Authorized VDOT Official

Date

Revised: February 1, 2019



# **City Manager's Report**

*City Departments*

**7-21-2025**

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

- July 8
  - Our Extended LEADTeam received a presentation from the UVA Center for Community Well Being, a report on how the community is experiencing life in the Charlottesville area. This moment provided an opportunity for a large cross section of City staff to learn data points that may intersect with their work and to also understand some of the challenges our residents face and how our efforts can support them thriving. The same group of county leadership received the report presentation in May.
- July 9
  - Met with the Retirees Association to share perspectives on the City organization and the City as a whole. This was a very interested, engaged, and concerned group who asked great questions and appreciated the opportunity to engage the City Manager.
- July 14
  - Attended our regular Monthly Meeting with Albemarle County's County Executive Jeff Richardson to discuss City/County matters. We continue to pursue alignment with regional transportation and general cooperation and collaboration on economic development, regional engagement, and forecast opportunities to work together.
- July 15
  - The recent Charlottesville-Albemarle Airport (CHO) Board meeting and workshop featured an additional layer of discussion about the mechanics of a terminal renovation effort to modernize the airport. There are considerable opportunities available to be maximized by CHO that will lead to better air travel options and a consistently strong customer experience. We were able to discuss economic development opportunities for the airport and how the airport supports the opportunities to the 29 corridor from Greene County to Downtown Charlottesville.

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

- Virginia Local Government Managers' Association (VLGMA) Summer Conference Attendance & Executive Board Leadership:
  - Deputy City Manager for Social Equity (DCM-SE) attended the annual VLGMA Summer Conference, which was held from June 18-20. During the conference, she was nominated and appointed to serve on the VLGMA Executive Committee as an at-large member.
- Community Attention Youth Internship Program (CAYIP) Welcome – June 23
- DCM-SE welcomed half of the current Summer CAYIP students on June 23 at Carver Recreation Center and had a wonderful time answering their questions

about future pathways, college, and jobs. Great work and kudos to the Department of Human Services team, led by team member Latara Ragland who provides the students with support and access!

- Cherry Avenue Alliance Work Group – June 26
  - DCM-SE continues to work with our local nonprofit partners on homelessness and attended a collaborative workgroup on June 26, held at the Salvation Army. The "Cherry Avenue Alliance" is a partnership of the Salvation Army, Blue Ridge Area Coalition for the Homeless (BRACH), and PACEM, with support from the City, County, and Piedmont Housing Alliance.

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

- The Deputy City Manager for Operations (DCM-Ops) attended the Congress for the New Urbanism (CNU) conference in Providence, Rhode Island, June 10-15. City Manager Sanders, Neighborhood Development Services (NDS) Director Kellie Brown, and Manager of Long-Range Planning, Ose Akinlotan, were also in attendance.

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

- July is Parks & Recreation Month! 🎉
  - Every July, we celebrate the vital role parks and recreation play in building vibrant, healthy, and resilient communities. Whether it's providing a safe space for play, enriching lives through arts and culture, promoting health and wellness, or simply offering a place to connect with nature—Parks & Rec makes life better!
  - We invite you to celebrate with us all month long—and especially at our featured event:
    - Sunday Sundown – July 20, 5–7 PM at Washington Park. Join us for an evening of fun in the sun! FREE Pool Admission all day. Free Food starting at 5 PM (while supplies last). Live DJ, Inflatables, Games & Family Fun. Don't miss this chance to celebrate summer with your community!
- General Announcements:
  - Fall 2025 Registration opens August 4!
  - Youth and adult program registration will be available online. Want a head start? Our early program preview goes [live on our website \(link\)](#) on July 21. Plan your fall with Parks & Rec!
  - Coming This Fall:
    - NEW: Youth Flag Football (Ages 7–11). We're excited to launch our Youth Flag Football League this fall! Developed in response to

community feedback, this program expands our youth sports offerings and encourages active, team-based fun.

- Adult Beginner Pickleball Clinics – Coming to Carver! Pickleball is booming, and we're here for it! Join our beginner clinics this fall to learn the basics, rules, and confidence to jump into open play or league games.
- Adaptive & Inclusive Programs:
  - Summer Camp Expansion: Thanks to our dedicated staff, we were able to open additional spots for children previously on the waitlist.
- Senior Nature Camp at Washington Park:
  - Seniors explored City parks and created beautiful art from natural materials while socializing and enjoying the outdoors.
- General Programs:
  - Summer Camps are in full swing!
  - With 1,058 children registered across six weeks, campers are enjoying games, crafts, swimming, and field trips with our enthusiastic staff!
- Aquatics Update:
  - Swim Team Success: The swim team has grown to 220 participants and recently held a successful second home meet. The team banquet is scheduled for July 29, 6–8 PM.
- Smith Aquatic Center Annual Maintenance Closure:
  - Closed July 26 – August 10. During this period, patrons may use their Smith Center pass at Onesty Family Aquatic Center, Washington Park Pool, and Carver Recreation Center.
- Recreation Centers:
  - Carver Recreation Center:
    - Teen Events: In partnership with the Department of Human Services (DHS), we hosted two fun-filled events for teens featuring DJs, food trucks, yard games, and a wildly popular Foam Party with over 150 attendees at Washington Park.
    - CAYIP Academy: We were proud to host teens preparing for internships through this amazing youth employment initiative. Carver has supported this program for 12 years and counting!
  - Tonsler Recreation Center:
    - Adult Summer Basketball League: Games continue Thursday and Sunday evenings—come out and cheer on your local athletes!

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

- The Department of Utilities' Attic Insulation Self-Assessment was developed to help community members better understand their attic's weatherization needs, especially if they are unfamiliar with the current level of insulation in their attic. According to Energy Star®, 90% of U.S. homes are under-insulated, and with



over 21,000 area homes built before Virginia enacted insulation code requirements, many homes in Charlottesville could be good candidates for an attic insulation upgrade. A properly insulated and air sealed attic can improve home energy efficiency, lower utility bills, and increase home comfort in all seasons. Open to homeowners, and renters with landlord approval, the self-assessment is 100% free to use and available to all Charlottesville Utilities customers.

- The Attic Insulation Self-Assessment provides simple step-by-step instructions and takes only a few minutes to perform on a smartphone, tablet, or computer. Once submitted, staff from the Local Energy Alliance Program (LEAP) will analyze the information provided and create a free preliminary evaluation for attic insulation. If interested in pursuing the recommended upgrades, LEAP will then perform an in-person evaluation to determine the exact work needed and the final cost. The Department of Utilities encourages the community to familiarize itself with their attic insulation by using this great resource!
- More information on the Attic Insulation Self-Assessment, including accessing the self-assessment portal, can be found at [www.charlottesville.gov/utilityincentives](http://www.charlottesville.gov/utilityincentives) or by calling 434-970-3686.

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

- Staff is finalizing updates to our Development Review processes to reduce development review timeframes. This has included a visit to the City of Richmond to learn about the creative solutions they have adopted to improve coordination with other departments and expectations for site plans versus other required permits in the development review process.
- Staff attended the July 16 Housing Advisory Committee meeting to introduce NDS Director Kellie Brown and present an update on the Tax Abatement study.
- Our Long-Range Planning (LRP) team is attending the Resilient Virginia conference this month. This year's event, Moving Virginia Forward, will deliver tools, information, and networking opportunities to help build resilience and move communities forward.
- The City received 543 responses to a recent community survey on Short-Term Rental (STR) Results to support the City's evaluation and update of the existing STR ordinance.
- The project will include three key phases:
  - Phase I (July–August): Internal analysis and review of current ordinance, data, and existing policy frameworks.
  - Phase II (September–October): External focus group engagement and community feedback synthesis.
  - Phase III (November–December): Policy refinement and preparation for Council presentation.

- Chuck Miller, City Building Official presented at the annual conference of the Virginia Association of Assessing Officers held in this month at Boar's Head. An understanding of building plans is an integral part of the role of those who work with property assessment and Chuck was able to share his extensive experience to assist in the professional growth of individuals from around the state.
- Our team has been actively engaged with neighborhood leaders, including those from sub-communities, regarding the draft neighborhood factsheets. In our new capacity as administrators for the neighborhood associations, we have successfully completed 10 meetings to date, with additional meetings still being scheduled. LRP continues to expand its community engagement efforts. Upcoming engagements include meetings with the Fry's Spring & Rose Hill Neighborhood Associations. LRP will also host a table at West Haven Day on August 2 to connect with residents. Additionally, representatives from both the Long-Range Transportation Planning divisions participated in the Rose Hill walk audit on July 15.
- Regarding the City-wide Public Engagement Platform, the Request for Proposals (RFP) has officially closed. A cross-departmental team is currently in the final stages of evaluating the submissions.
- Finally, we held a successful community kick-off for the 10th & Page and Rose Hill Vision Plan with residents at the June 10th & Page Neighborhood Association meeting. This was followed by a soft launch with the Rose Hill community at their July Neighborhood Association meeting, with an anticipated "hard launch" for the Vision Plan tentatively scheduled for the August meeting. A formal project kick-off to all Charlottesville stakeholders will happen in the coming months.

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

- As part of the City Managers commitment to community resilience and safety, the Department of Human Services and Parks and Recreation hosted a teens and tween's Party in the Park at Washington Park on June 29. The event was a huge success! 102 kids registered under the age of 18 and 55 adults were registered with those children/youth. There were a number of older youth, 18-24 year olds, that were also present. With several food vendors, the event fed approximately 300 people! Feedback during the event indicated that parents and caregivers appreciated the opportunity to have safe and free activities to engage with their family and community members. We look forward to planning additional activities to keep teens and tweens engaged in positive and safe activities in the future.
- For the fiscal year FY25, the Pathways Fund, which is facilitated through the Community Resource Hotline, distributed \$679,171.00 to City residents for rental/mortgage/utility bill relief. This program strives to assist eligible residents with housing stability, avoiding evictions, and connection to resources that

promote ongoing supports towards self-sufficiency. The Community Resource Hotline (Pathways) number is: 833-524-2904 and is available 9 AM to 5 PM, Monday-Friday. Language interpretation is available.

**Human Resources — Director Joe Gilkerson (he/him)**

- The Employee Policies have been updated and went into effect on July 1.
- The department has fully moved into its new office location in City Hall Annex.

# Policy Briefing Summary

## City Council



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<b>Regarding:</b>	<b>Public hearing and Resolution Authorizing the Issuance and Sale of General Obligation Public Improvement Bonds of the City Of Charlottesville, Virginia, in an Aggregate Principal Amount Not to Exceed \$38,000,000, to Finance the Costs of Certain Public Improvement Projects, Providing for the Issuance and Sale of General Obligation Refunding Bonds of the City of Charlottesville, Virginia, in an Aggregate Principal Amount Not to Exceed \$25,000,000, Providing for the Form, Details And Payment of Such Bonds, and Providing for the Refunding of Certain Outstanding General Obligation Bonds of the City</b>
<b>Staff Contact(s):</b>	Krisy Hammill, Director of Budget
<b>Presenter:</b>	<b>Krisy Hammill, Director of Budget</b>
<b>Date of Proposed Action:</b>	July 21, 2025

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### Issue

Authorization from the City Council is being sought to issue General Obligation Improvement bonds to help fund the City's Capital Improvement Plan (CIP).

### Background / Rule

The City regularly issues bonds as part of its ongoing Capital Improvements Program. Capital spending and related financing is projected for a 5-year period and updated annually. This bond issue represents part of the funding plan approved by Council for the City's ongoing Capital Improvements Plan. All projects to be funded by this bond issue have been previously approved and appropriated by the City Council. The proceeds are proposed, but not limited, to fund portions of projects in the following categories:

<u>Projects</u>		<u>Amount*</u>
Transportation and Access	\$	6,600,761
Public Facilities		1,820,502
Public Schools		12,265,304
Public Safety		1,782,888
Parks and Recreation		1,000,700
<b>General Government Projects</b>	<b>\$</b>	<b>23,470,154</b>
Water System Improvements		6,000,000
Wastewater System Improvements		3,530,000
Stormwater System Improvements		3,460,000
<b>Utility Projects</b>	<b>\$</b>	<b>12,990,000</b>
<b>Total to Be Issued</b>	<b>\$</b>	<b>36,460,154</b>

*\*Amounts are estimates and subject to change based on actual project expenses and completion. Funds can be reallocated between categories as needed.*

### **Analysis**

PFM Financial Advisors LLC (PFM), the City's financial advisor, along with City staff, continue to monitor the bond market and interest rate environment, and we are anticipating a sale in mid-August. The bonds will be sold through one or more of the following methods: (a) a direct bank loan through a banking or other financial institution (a "Direct Bank Loan"), (b) a public offering through a competitive sale (a "Competitive Sale"), or (c) a public offering through a negotiated underwriting. The resolution authorizes the City Manager to accept the lowest interest rate bid on the bonds.

In addition, as with each new bond issue, the City Staff, along with its financial advisors, will take the opportunity to evaluate and refund bonds previously issued at a higher interest rate with new refunding bonds issued at a lower interest rate. The resolution approves the issuance of refunding bonds to refund certain outstanding debt of the City. Market conditions will continue to be monitored until the time of sale. If suitable savings opportunities do not materialize, then only the bonds for the new money will be issued.

City management will be meeting with Moody's and Standard & Poor's to discuss the City's financial condition and to obtain ratings on these bonds. We anticipate that the City will retain its Aaa bond rating, the highest rating given by both ratings agencies.

### **Financial Impact**

These bonds will be repaid over the next 20 years with funds appropriated in the debt service fund.

### **Recommendation**

Staff recommends approval of the resolution.

### **Recommended Motion (if Applicable)**

### **Attachments**

1. Series 2025 Resolution

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE CITY OF CHARLOTTESVILLE, VIRGINIA, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$38,000,000, TO FINANCE THE COSTS OF CERTAIN PUBLIC IMPROVEMENT PROJECTS, PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF CHARLOTTESVILLE, VIRGINIA, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$25,000,000, PROVIDING FOR THE FORM, DETAILS AND PAYMENT OF SUCH BONDS, AND PROVIDING FOR THE REFUNDING OF CERTAIN OUTSTANDING GENERAL OBLIGATION BONDS OF THE CITY**

**WHEREAS**, the City Council of the City of Charlottesville, Virginia (the “City”), desires to issue general obligation public improvement bonds (the “New Money Bonds”) to finance all or a portion of the costs to acquire, construct, renovate, rehabilitate, improve and equip certain capital improvement projects for various City purposes, including (without limitation) (a) transportation and access projects, (b) public facility projects, (c) public school projects, (d) parks and recreation projects, (e) public safety projects, and (f) water, wastewater and stormwater projects (collectively, the “Project”);

**WHEREAS**, the City has previously issued its General Obligation Public Improvement Bonds, Series 2012A, in the original principal amount of \$12,785,000 (the “Series 2012 Bonds”);

**WHEREAS**, the City has previously issued its General Obligation Public Improvement Bonds, Series 2013, in the original principal amount of \$14,030,000 (the “Series 2013 Bonds”);

**WHEREAS**, the City has previously issued its General Obligation Public Improvement and Refunding Bonds, Series 2014, in the original principal amount of \$15,995,000 (the “Series 2014 Bonds”);

**WHEREAS**, the City has previously issued its General Obligation Public Improvement and Refunding Bonds, Series 2015, in the original principal amount of \$28,965,000 (the “Series 2015 Bonds”);

**WHEREAS**, the City may effect debt service savings by issuing its general obligation public improvement refunding bonds (the “Refunding Bonds”) to refund all or a portion of the outstanding maturities of the Series 2012 Bonds, the Series 2013 Bonds, the Series 2014 Bonds and the Series 2015 Bonds (such refunded series and maturities or portions thereof shall be referred to herein as the “Refunded Bonds”); and

**WHEREAS**, the City’s administration, in consultation with PFM Financial Advisors LLC, the City’s financial advisor (the “Financial Advisor”), has recommended to the City Council that the City issue and sell one or more series of general obligation public improvement and refunding bonds through one or more of the following methods: (a) a direct bank loan through a banking or other financial institution (a “Direct Bank Loan”), (b) a public offering through a competitive sale (a “Competitive Sale”), or (c) a public offering through a negotiated underwriting (a “Negotiated

Sale”) (in any of such funding options, the purchaser(s) of the bonds shall be referred to herein as the “Purchaser”);

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

**1. Authorization and Issuance of Bonds.** The City Council finds and determines that it is in the best interest of the City to authorize the issuance and sale of one or more series of New Money Bonds in an aggregate principal amount not to exceed \$38,000,000 and to use the proceeds thereof, together with other funds as may be available, to finance costs of the Project and to pay costs incurred in connection with issuing such bonds (if not otherwise paid from other City funds). The City Council further finds and determines that it is in the best interest of the City to provide for the issuance and sale of one or more series of Refunding Bonds, heretofore authorized, in an aggregate principal amount not to exceed \$25,000,000 and to use the proceeds thereof, together with other funds as may be available, to refund all or a portion of the Refunded Bonds and to pay costs incurred in connection with issuing such bonds and refunding the Refunded Bonds (if not otherwise paid from other City funds).

**2. Election to Proceed under the Public Finance Act.** In accordance with the authority contained in Section 15.2-2601 of the Code of Virginia of 1950, as amended (the “Virginia Code”), the City Council hereby elects to issue the New Money Bonds and the Refunding Bonds pursuant to the provisions of the Public Finance Act of 1991, Chapter 26 of Title 15.2 of the Virginia Code (the “Public Finance Act”), without regard to the provisions of the City Charter.

**3. Bond Details.** The New Money Bonds shall be designated “General Obligation Public Improvement Bonds, Series 2025,” or such other designation as may be determined by the City Manager (which term, for purposes of this Resolution, shall include any Acting, Interim or Deputy City Manager and the Director of Finance). The Refunding Bonds shall be designated “General Obligation Public Improvement Refunding Bonds, Series 2025,” or such other designation as may be determined by the City Manager. The New Money Bonds and the Refunding Bonds may be issued and sold together as one series and designated “General Obligation Public Improvement and Refunding Bonds, Series 2025,” or such other designation as may be determined by the City Manager. Any bonds issued as part of a series of New Money Bonds or Refunding Bonds, or as a combined series, shall be referred to herein as a “Bond” or the “Bonds,” as the case may be.

The Bonds shall be in registered form, shall be dated such date as may be determined by the City Manager, shall be in denominations of \$5,000 and integral multiples thereof and shall be numbered R-1 upward, or such other designation as appropriate. Subject to Section 10 of this Resolution, the issuance and sale of any series of Bonds are authorized on terms as shall be satisfactory to the City Manager; provided, however, that the Bonds of such series (a) shall have a “true” or “Canadian” interest cost not to exceed 5.25% (taking into account any original issue discount or premium), (b) shall be sold to the Purchaser thereof at a price not less than 98.0% of the principal amount thereof (excluding any original issue discount) and (c) shall mature, or be subject to mandatory sinking fund redemption in annual installments, in years ending no later than December 31, 2045; provided, however, that any series of Bonds (or portion thereof) issued to

refund the Refunded Bonds shall produce an aggregate net present value debt service savings to the City of at least 2.5% of the principal amount of the particular Refunded Bonds.

Principal of the Bonds shall be payable, or be subject to mandatory sinking fund installments, on dates determined by the City Manager. Each Bond shall bear interest from its date at such rate as shall be determined at the time of sale, calculated on the basis of a 360-day year of twelve 30-day months, and payable semiannually on dates determined by the City Manager. Principal installments and interest shall be payable by check or draft mailed to the registered owners at their addresses as they appear on the registration books kept by the Registrar on a date prior to each payment date that shall be determined by the City Manager (the "Record Date"); provided, however, that at the request of the registered owner of the Bonds, payment may be made by wire transfer pursuant to the most recent wire instructions received by the Registrar from such registered owner; and provided further that the final principal amount or installment payable upon redemption or maturity, together with the redemption premium, if any, shall be payable to the registered owners upon surrender of Bonds at the office of the Registrar. If any payment date is not a business day, such payment shall be made on the next succeeding business day with the same effect as if made on the stated payment date, and no additional interest shall accrue. Principal, premium, if any, and interest shall be payable in lawful money of the United States of America.

**4. Securities Depository Provisions for Public Sale.** If the Bonds are sold through a Competitive Sale or a Negotiated Sale, the following provisions shall apply:

(a) Initially, one Bond certificate for each maturity of each series of the Bonds shall be issued to and registered in the name of The Depository Trust Company, New York, New York ("DTC"), or its nominee. The City has heretofore entered into a Blanket Letter of Representations relating to a book-entry system to be maintained by DTC with respect to the Bonds. "Securities Depository" shall mean DTC or any other securities depository for the Bonds appointed pursuant to this Section 4.

(b) In the event that (i) the Securities Depository determines not to continue to act as the securities depository for the Bonds by giving notice to the Registrar, and the City discharges the Securities Depository of its responsibilities with respect to the Bonds, or (ii) the City in its sole discretion determines (A) that beneficial owners of Bonds shall be able to obtain certificated Bonds or (B) to select a new Securities Depository, then the Director of Finance shall, at the direction of the City, attempt to locate another qualified securities depository to serve as Securities Depository and authenticate and deliver certificated Bonds to the new Securities Depository or its nominee or to the beneficial owners or to the Securities Depository participants on behalf of beneficial owners substantially in the form provided for in Section 7 of this Resolution; provided, however, that such form shall provide for interest on the Bonds to be payable (1) from the date of the Bonds if they are authenticated prior to the first interest payment date or (2) otherwise from the interest payment date that is or immediately precedes the date on which the Bonds are authenticated (unless payment of interest thereon is in default, in which case interest on such Bonds shall be payable from the last date to which interest has been paid). In delivering certificated Bonds, the Director of Finance shall be entitled to rely on the records of the Securities Depository as to the beneficial owners or the records of the Securities Depository participants acting on behalf of beneficial owners. Such certificated Bonds will then be registrable, transferable and exchangeable as set forth in Section 9 of this Resolution.



(c) So long as there is a Securities Depository for the Bonds, (i) it or its nominee shall be the registered owner of the Bonds; (ii) notwithstanding anything to the contrary in this Resolution, determinations of persons entitled to payment of principal, premium, if any, and interest, transfers of ownership and exchanges and receipt of notices shall be the responsibility of the Securities Depository and shall be effected pursuant to rules and procedures established by such Securities Depository; (iii) the Registrar and the City shall not be responsible or liable for maintaining, supervising or reviewing the records maintained by the Securities Depository, its participants or persons acting through such participants; (iv) references in this Resolution to registered owners of the Bonds shall mean such Securities Depository or its nominee and shall not mean the beneficial owners of the Bonds; and (v) in the event of any inconsistency between the provisions of this Resolution and the provisions of the above-referenced Blanket Letter of Representations such provisions of the Blanket Letter of Representations, except to the extent set forth in this paragraph and the next preceding paragraph, shall control.

**5. Redemption Provisions.** Subject to the limitations contained herein, the City Manager is hereby authorized to determine the redemption provisions of the Bonds, including provisions for optional and mandatory sinking fund redemption.

(a) The Bonds may be subject to redemption prior to maturity at the option of the City upon such terms and on such dates, if any, as the City Manager determines to be in the best interests of the City based on financial market conditions. Such redemption terms may include payment of a redemption premium not to exceed 1.0% of the principal amount to be redeemed as well as “make whole” redemption premium.

(b) Any Bonds sold as term bonds may be subject to mandatory sinking fund redemption upon terms determined by the City Manager.

(c) If less than all of the Bonds of a series are called for redemption, the maturities of the series of Bonds (or portion thereof) to be redeemed shall be selected by the Director of Finance in such manner as such officer may determine to be in the best interest of the City. In the case of a Competitive Sale or a Negotiated Sale, if less than all the Bonds of any maturity of a series are called for redemption, the particular Bonds within such maturity of such series (or portion thereof) to be redeemed shall be selected by the Securities Depository pursuant to its rules and procedures or, if the book-entry system is discontinued, shall be selected by the Registrar by lot in such manner as the Registrar in its discretion may determine. In either case, (x) the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some integral multiple thereof, and (y) in selecting Bonds for redemption, each Bond shall be considered as representing that number of Bonds that is obtained by dividing the principal amount of such Bond by \$5,000. If a portion of a Bond is called for redemption, a new Bond in principal amount equal to the unredeemed portion thereof will be issued to the registered owner upon the surrender thereof.

(d) The City shall cause notice of the call for redemption identifying the Bonds or portions thereof to be redeemed to be sent by facsimile or electronic transmission, registered or certified mail or overnight express delivery, not less than 30 nor more than 60 days prior to the date fixed for redemption, to the registered owner(s) of the Bonds. In all circumstances, the City shall be responsible for giving notice of redemption only to the registered owner(s) of the Bonds, which, in the case of a Competitive Sale or a Negotiated Sale, shall be DTC or another qualified

securities depository then serving or its nominee (unless no qualified securities depository is then serving as the registered owner of the Bonds). In the case of an optional redemption, the notice may state that (i) it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, no later than the date fixed for redemption or (ii) the City retains the right to rescind such notice on or prior to the date fixed for redemption (in either case, a "Conditional Redemption"), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as described herein. Any Conditional Redemption may be rescinded at any time. The City shall give prompt notice of such rescission to the affected Bondholders. Any Bonds subject to Conditional Redemption where redemption has been rescinded shall remain outstanding, and the rescission shall not constitute an event of default. Further, in the case of a Conditional Redemption, the failure of the City to make funds available on or before the date fixed for redemption shall not constitute an event of default, and the City shall give immediate notice to all organizations registered with the Securities and Exchange Commission ("SEC") as securities depositories or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

**6. Execution and Authentication.** The Bonds shall be signed by the manual or facsimile signature of the Mayor or Vice Mayor, the City's seal shall be affixed thereto or a facsimile thereof printed thereon and shall be attested by the manual or facsimile signature of the Clerk of the City Council (which term, for purposes of this Resolution, shall include any Acting, Interim or Deputy Clerk of the City Council); provided, however, that no Bond signed by facsimile signatures shall be valid until it has been authenticated by the manual signature of an authorized officer or employee of the Registrar and the date of authentication noted thereon.

**7. Bond Form.** The Bonds shall be in substantially the form of Exhibit A, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the officers signing the Bonds, whose approval shall be evidenced conclusively by the execution and delivery of the Bonds.

**8. Pledge of Full Faith and Credit.** The full faith and credit of the City are irrevocably pledged for the payment of principal of and premium, if any, and interest on the Bonds. Unless other funds are lawfully available and appropriated for timely payment of the Bonds, the City Council shall levy and collect an annual ad valorem tax on all taxable property within the City, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, sufficient to pay when due the principal of and premium, if any, and interest on the Bonds.

**9. Registration, Transfer and Owners of Bonds.** The Director of Finance is hereby appointed paying agent and registrar for the Bonds (the "Registrar"). The City Manager is hereby authorized, on behalf of the City, to appoint a qualified bank or trust company as successor paying agent and registrar of the Bonds if at any time the City Manager determines such appointment to be in the best interests of the City. The Registrar shall maintain registration books for the registration of the Bonds and transfers thereof. Upon presentation and surrender of any Bonds to the Registrar, or its corporate trust office if the Registrar is a bank or trust company, together with an assignment duly executed by the registered owner or the owner's duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar, the City shall execute,

and the Registrar shall authenticate, if required by Section 6 of this Resolution, and deliver in exchange, a new Bond or Bonds having an equal aggregate principal amount, in authorized denominations, of the same form and maturity, bearing interest at the same rate, and registered in the name(s) as requested by the then registered owner or the owner's duly authorized attorney or legal representative. Any such exchange shall be at the expense of the City, except that the Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect thereto.

The Registrar shall treat the registered owner as the person exclusively entitled to payment of principal, premium, if any, and interest and the exercise of all other rights and powers of the owner, except that interest payments shall be made to the person shown as owner on the registration books on the Record Date.

**10. Sale of Bonds.** (a) The City Council authorizes the Bonds to be sold in one or more series, whether through a Direct Bank Loan, a Competitive Sale, a Negotiated Sale or any combination thereof, as determined by the City Manager to be in the best interest of the City, in a principal amount or principal amounts to be determined by the City Manager, in collaboration with the Financial Advisor, and subject to the limitations set forth below and in Sections 1 and 3 of this Resolution.

(b) If the City Manager determines that the Bonds (or a portion thereof) shall be sold through a Direct Bank Loan, the City Manager is authorized, on behalf of the City and in collaboration with the Financial Advisor, to solicit bids from banking institutions and other financial firms, to determine which bid (or bids) offers the best terms to the City, and, subject to the limitations set forth in Section 3 of this Resolution, to arrange for the issuance and sale of the Bonds to the Purchaser. Following a Direct Bank Loan, the City Manager shall file with the records of the City Council a certificate setting forth the final terms of the Bonds. The actions of the City Manager in selling the Bonds by Direct Bank Loan shall be conclusive, and no further action with respect to the sale and issuance of the Bonds shall be necessary on the part of the City Council.

(c) If the City Manager determines that the Bonds (or a portion thereof) shall be sold through a Competitive Sale, the City Manager is authorized, on behalf of the City and in collaboration with the Financial Advisor, to take all proper steps to advertise the Bonds for sale, to receive public bids and to award the Bonds to the bidder providing the lowest "true" or "Canadian" interest cost, subject to the limitations set forth in Section 3 of this Resolution. Following a Competitive Sale, the City Manager shall file with the records of the City Council a certificate setting forth the final terms of the Bonds. The actions of the City Manager in selling the Bonds by Competitive Sale shall be conclusive, and no further action with respect to the sale and issuance of the Bonds shall be necessary on the part of the City Council.

(d) If the City Manager determines that the Bonds (or a portion thereof) shall be sold through a Negotiated Sale, the City Manager is authorized, on behalf of the City and in collaboration with the Financial Advisor, to choose an investment banking firm to serve as underwriter for the Bonds and to execute and deliver to the underwriter, as Purchaser of the Bonds, a bond purchase agreement reflecting the final terms of the Bonds. The bond purchase agreement shall be in a form approved by the City Manager, in collaboration with the Financial Advisor and

the City's bond counsel. The actions of the City Manager in selling the Bonds by Negotiated Sale shall be conclusive, and no further action with respect to the sale and issuance of the Bonds shall be necessary on the part of the City Council.

(e) Following the determination of which method(s) of sale shall be used, the City Manager is hereby authorized to (i) determine the principal amount of the Bonds, subject to the limitations set forth in Section 1 of this Resolution, (ii) determine the interest rates of the Bonds, the maturity schedules of the Bonds, and the price to be paid for the Bonds by the Purchaser, subject to the limitations set forth in Section 3 of this Resolution, (iii) determine the redemption provisions of the Bonds, subject to the limitations set forth in Section 5 of this Resolution, and (iv) determine the dated date, the principal and interest payment dates and the Record Date of the Bonds, all as the City Manager determines to be in the best interest of the City.

**11. Official Statement.** The draft Preliminary Official Statement describing the Bonds, copies of which have been made available to the City Council prior to this meeting, is hereby approved as the Preliminary Official Statement by which the Bonds may be offered for sale to the public in a Competitive Sale or a Negotiated Sale; provided that the City Manager, in collaboration with the Financial Advisor, may make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this Resolution as the City Manager may consider to be in the best interest of the City. If the Bonds have been sold in a Competitive Sale or a Negotiated Sale, the City Manager, in collaboration with the Financial Advisor, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this Resolution as are necessary or desirable to complete it as a final Official Statement. In addition, the City shall arrange for the delivery to the Purchaser of the Bonds of a reasonable number of printed copies of the final Official Statement, within seven business days after the Bonds have been sold, for delivery to each potential investor requesting a copy of the Official Statement and to each person to whom the Purchaser initially sells Bonds.

**12. Official Statement Deemed Final.** If the Bonds are sold in a Competitive Sale or a Negotiated Sale, the City Manager is authorized, on behalf of the City, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12 (the "Rule") of the SEC, except for the omission in the Preliminary Official Statement of certain pricing and other information permitted to be omitted pursuant to the Rule. The distribution of the Preliminary Official Statement and the execution and delivery of the Official Statement in final form shall be conclusive evidence that each has been deemed final as of its date by the City, except for the omission in the Preliminary Official Statement of such pricing and other information permitted to be omitted pursuant to the Rule.

**13. Preparation and Delivery of Bonds.** After the Bonds have been awarded, the officers of the City are authorized and directed to take all proper steps to have the Bonds prepared and executed in accordance with their terms and to deliver the Bonds to the Purchaser thereof upon payment therefor.

**14. Redemption of Refunded Bonds.** The City Manager is authorized and directed to determine which maturities of the Series 2012 Bonds, the Series 2013 Bonds, the Series 2014 Bonds and the Series 2015 Bonds, if any, shall constitute the Refunded Bonds. The Escrow Agreement (as hereinafter defined) shall provide for notice of redemption to be given to the

registered owners of the Refunded Bonds in accordance with the resolutions providing for the issuance of the Refunded Bonds.

**15. Escrow Deposit Agreement.** The City Manager is authorized and directed to execute an escrow deposit agreement (an “Escrow Agreement”) between the City and an escrow agent to be appointed by the City Manager (the “Escrow Agent”) with respect to the Refunded Bonds. The Escrow Agreement shall be in the form approved by the City Manager, in collaboration with the City’s bond counsel, and shall provide for the deposit and investment of a portion of the Bond proceeds for the defeasance of the Refunded Bonds. The execution of the Escrow Agreement by the City Manager shall constitute conclusive evidence of such official’s approval of the Escrow Agreement. The Escrow Agreement shall provide for the irrevocable deposit of a portion of the Bond proceeds (the “Refunding Portion”) in an escrow fund that shall be sufficient, when invested in noncallable, direct obligations of the United States Government (the “Government Obligations”), to provide for payment of principal of and interest on the Refunded Bonds; provided, however, that such Refunding Portion shall be invested in such manner that none of the Bonds will be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and regulations issued pursuant thereto (the “Code”). The Escrow Agent is authorized and directed to execute initial and final subscription forms for the purchase of the Government Obligations and such other contracts and agreements necessary to provide for the defeasance of the Refunded Bonds as are approved by the City Manager, in collaboration with the City’s bond counsel.

**16. Deposit of Refunding Bond Proceeds.** The Director of Finance, in collaboration with the City Treasurer, is authorized and directed (a) to provide for the delivery of the Refunding Portion to the Escrow Agent for deposit in the escrow fund established by the Escrow Agreement, in an amount that shall be sufficient, together with any other funds deposited with the Escrow Agent and the interest thereon when invested as provided in the Escrow Agreement, (i) to pay when due the interest on the Refunded Bonds to the first respective dates on which they may be redeemed at the option of the City and (ii) to pay upon the earlier of maturity or redemption the principal of the Refunded Bonds and (b) to provide for the deposit of the remaining proceeds of the Bonds in a special account to be used to pay the costs incurred in refunding the Refunded Bonds and the costs of issuing the Bonds. The Director of Finance is further authorized and directed to take all such further action as may be necessary or desirable in connection with the payment and refunding of the Refunded Bonds.

**17. Arbitrage Covenants.** (a) The City represents that there have not been issued, and covenants that there will not be issued, any obligations that will be treated as part of the same issue of obligations as the Bonds within the meaning of Treasury Regulations Section 1.150-1(c).

(b) The City covenants that it shall not take or omit to take any action the taking or omission of which will cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code, or otherwise cause interest on the Bonds to be includable in the gross income for federal income tax purposes of the registered owners thereof under existing law. Without limiting the generality of the foregoing, the City shall comply with any provision of existing law that may require the City at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds of the Bonds, unless the City receives an opinion of nationally recognized bond counsel that such compliance is not required to prevent interest on the Bonds

from being includable in the gross income for federal income tax purposes of the registered owners thereof under existing law. The City shall pay any such required rebate from its legally available funds.

**18. Non-Arbitrage Certificate and Elections.** Such officers of the City as may be requested by the City's bond counsel are authorized and directed to execute an appropriate certificate setting forth (a) the expected use and investment of the proceeds of the Bonds in order to show that such expected use and investment will not violate the provisions of Section 148 of the Code and (b) any elections such officers deem desirable regarding rebate of earnings to the United States for purposes of complying with Section 148 of the Code. Such certificate shall be prepared in consultation with the City's bond counsel, and such elections shall be made after consultation with bond counsel.

**19. Limitation on Private Use.** The City covenants that it shall not permit the proceeds of the Bonds or the facilities financed or refinanced with the proceeds of the Bonds to be used in any manner that would result in (a) 5% or more of such proceeds or facilities being used in a trade or business carried on by any person other than a governmental unit, as provided in Section 141(b) of the Code, (b) 5% or more of such proceeds or facilities being used with respect to any output facility (other than a facility for the furnishing of water), within the meaning of Section 141(b)(4) of the Code, or (c) 5% or more of such proceeds being used directly or indirectly to make or finance loans to any persons other than a governmental unit, as provided in Section 141(c) of the Code; provided, however, that if the City receives an opinion of nationally recognized bond counsel that any such covenants need not be complied with to prevent the interest on the Bonds from being includable in the gross income for federal income tax purposes of the registered owners thereof under existing law, the City need not comply with such covenants.

**20. SNAP Investment Authorization.** The City Council has previously received and reviewed the Information Statement (the "Information Statement"), describing the State Non-Arbitrage Program of the Commonwealth of Virginia ("SNAP") and the Contract Creating the State Non-Arbitrage Program Pool I (the "Contract"), and the City Council hereby authorizes the City Treasurer in his discretion to utilize SNAP in connection with the investment of the portion of the proceeds of the Bonds used to finance the Project. The City Council acknowledges that the Treasury Board of the Commonwealth of Virginia is not, and shall not be, in any way liable to the City in connection with SNAP, except as otherwise provided in the Contract.

**21. Continuing Disclosure Agreement.** If the Bonds are sold in a Competitive Sale or a Negotiated Sale, the Mayor and the City Manager, either of whom may act, are hereby authorized and directed to execute a continuing disclosure agreement (the "Continuing Disclosure Agreement") setting forth the reports and notices to be filed by the City and containing such covenants as may be necessary to assist the Purchaser of the Bonds in complying with the provisions of the Rule promulgated by the SEC. The Continuing Disclosure Agreement shall be substantially in the form of the City's prior Continuing Disclosure Agreements, which is hereby approved for purposes of the Bonds; provided that the City Manager, in collaboration with the Financial Advisor, may make such changes in the Continuing Disclosure Agreement not inconsistent with this Resolution as the City Manager may consider to be in the best interest of the City. The execution thereof by such officers shall constitute conclusive evidence of their approval of any such completions, omissions, insertions and changes.

**22. Provision of Financial Information.** If the Bonds are sold through a Direct Bank Loan, the Director of Finance is hereby authorized and directed to make available to the Purchaser, for so long as the Bonds remain outstanding, a copy of the City's comprehensive annual financial report and such other financial information as may be reasonably requested by the Purchaser, as soon as is practicable upon the release of such information.

**23. Other Actions.** All other actions of officers of the City in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Bonds are hereby ratified, approved and confirmed. The officers of the City are authorized and directed to execute and deliver all certificates and instruments and to take all such further action as may be considered necessary or desirable in connection with the issuance, sale and delivery of the Bonds.

**24. Repeal of Conflicting Resolutions.** All prior resolutions or parts of prior resolutions in conflict herewith are repealed.

**25. Filing With Circuit Court.** The Clerk of the City Council, in collaboration with the City Attorney's Office, is authorized and directed to see to the immediate filing of a certified copy of this resolution in the Circuit Court of the City.

**26. Effective Date.** This Resolution shall take effect immediately.

**[FORM OF BOND]**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange or payment, and any certificate is registered in the name of Cede & Co., or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**REGISTERED****REGISTERED**

No. R-\_\_\_\_\_

\$\_\_\_\_\_

**UNITED STATES OF AMERICA****COMMONWEALTH OF VIRGINIA****CITY OF CHARLOTTESVILLE****General Obligation Public Improvement [and Refunding] Bond****Series 2025****INTEREST RATE****MATURITY DATE****DATED DATE****CUSIP**

\_\_\_\_\_%

\_\_\_\_\_, \_\_\_\_

\_\_\_\_\_, 2025

\_\_\_\_\_

**REGISTERED OWNER: CEDE & CO.****PRINCIPAL AMOUNT:****DOLLARS**

The City of Charlottesville, Virginia (the “City”), for value received, promises to pay, upon surrender hereof to the registered owner hereof, or registered assigns or legal representative, the principal sum stated above on the maturity date stated above, subject to prior redemption as hereinafter provided, and to pay interest hereon from its date semiannually on each \_\_\_\_\_ and \_\_\_\_\_, beginning \_\_\_\_\_, at the annual rate stated above, calculated on the basis of a 360-day year of twelve 30-day months. Principal, premium, if any, and interest are payable in lawful money of the United States of America by the City’s Director of Finance, who has been appointed paying agent and registrar for the bonds, or by such bank or trust company as may be appointed as successor paying agent and registrar by the City Manager (the “Registrar”). If any payment date is not a business day, such payment shall be made on the next succeeding business day with the same effect as if made on the stated payment date, and no additional interest shall accrue.



Notwithstanding any other provision hereof, this bond is subject to a book-entry system maintained by The Depository Trust Company (“DTC”), and the payment of principal, premium, if any, and interest, the providing of notices and other matters shall be made as described in the City’s Blanket Letter of Representations to DTC.

This bond is one of an issue of \$ \_\_\_\_\_ General Obligation Public Improvement [and Refunding] Bonds, Series 2025, of like date and tenor, except as to number, denomination, rate of interest, privilege of redemption and maturity, and is issued pursuant to the Constitution and statutes of the Commonwealth of Virginia, including the Public Finance Act of 1991, without regard to the provisions of the City Charter. The bonds are being issued pursuant to a resolution adopted by the City Council of the City (the “City Council”) on \_\_\_\_\_, 2025 (the “Resolution”), [to finance certain capital improvement projects for the City] [to refund certain of the City’s outstanding general obligation bonds] and to pay costs incurred in connection with issuing such bonds (if not otherwise paid from other City funds).

The full faith and credit of the City are irrevocably pledged for the payment of principal of and premium, if any, and interest on this bond. Unless other funds are lawfully available and appropriated for timely payment of this bond, the City Council shall levy and collect an annual ad valorem tax on all taxable property within the City, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, sufficient to pay when due the principal of and premium, if any, and interest on this bond.

Optional Redemption. Bonds maturing on or before \_\_\_\_\_, 20\_\_, are not subject to redemption prior to maturity. Bonds maturing on or after \_\_\_\_\_, 20\_\_, are subject to redemption prior to maturity at the option of the City on or after \_\_\_\_\_, 20\_\_, in whole or in part (in any multiple of \$5,000) at any time, upon payment of the following redemption prices (expressed as a percentage of principal amount of bonds to be redeemed) plus interest accrued and unpaid to the date fixed for redemption:

<b>Period During Which Redeemed (Both Dates Inclusive)</b>	<b>Redemption Price</b>
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Mandatory Sinking Fund Redemption. [Bonds maturing on \_\_\_\_\_, 20\_\_, are required to be redeemed in part before maturity by the City on \_\_\_\_\_ in the years and amounts set forth below, at a redemption price equal to the principal amount of the bonds to be redeemed, plus accrued interest to the date fixed for redemption:

<b><u>Year</u></b>	<b><u>Amount</u></b>	<b><u>Year</u></b>	<b><u>Amount</u></b>
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Manner of Redemption. If less than all of the bonds are called for redemption, the maturities of the bonds (or portion thereof) to be redeemed shall be selected by the Director of Finance of the City in such manner as such officer may determine to be in the best interest of the City. If less than all of the bonds of any maturity are called for redemption, the particular bonds within such maturity (or portion thereof) to be redeemed shall be selected by DTC or any successor securities depository pursuant to its rules and procedures or, if the book-entry system is discontinued, shall be selected by the Registrar by lot in such manner as the Registrar in its discretion may determine. In either case, (a) the portion of any bond to be redeemed shall be in the principal amount of \$5,000 or some integral multiple thereof and (b) in selecting bonds for redemption, each bond shall be considered as representing that number of bonds that is obtained by dividing the principal amount of such bond by \$5,000. If a portion of this bond is called for redemption, a new bond in the principal amount of the unredeemed portion hereof will be issued to the registered owner upon surrender hereof.

Notice of Redemption. The City shall cause notice of the call for redemption identifying the bonds or portions thereof to be redeemed to be sent by facsimile or electronic transmission, registered or certified mail or overnight express delivery, not less than 30 nor more than 60 days prior to the date fixed for redemption, to the registered owner hereof. Consistent with the terms of the Resolution, the City may give notice of redemption prior to a deposit of redemption moneys if such notice states that the redemption is to be funded with the proceeds of a refunding bond issue and is conditioned on the deposit of such proceeds. Provided that moneys are deposited on or before the date fixed for redemption, such notice shall be effective when given. If such proceeds are not available on the date fixed for redemption, no default will be deemed to have occurred and such bonds will continue to bear interest until paid at the same rate they would have borne had they not been called for redemption. On presentation and surrender of the bonds called for redemption at the place or places of payment, such bonds shall be paid and redeemed.

The Registrar shall treat the registered owner of this bond as the person exclusively entitled to payment of principal of and premium, if any, and interest on this bond and the exercise of all others rights and powers of the owner, except that interest payments shall be made to the person shown as the owner on the registration books on the \_\_\_\_ day of the month [preceding] [in which] each interest payment [is due].

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to and in connection with the issuance of this bond have happened, exist and have been performed, and the issue of bonds of which this bond is one, together with all other indebtedness of the City, is within every debt and other limit prescribed by the Constitution and statutes of the Commonwealth of Virginia.

[Remainder of page intentionally left blank.]

**IN WITNESS WHEREOF**, the City of Charlottesville, Virginia, has caused this bond to be to be signed by the Mayor or Vice Mayor, its seal to be affixed hereto and attested by the Clerk of the City Council, and this bond to be dated the date first above written.

(SEAL)

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[Vice] Mayor, City of Charlottesville, Virginia

(ATTEST)

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Clerk of Council,  
City of Charlottesville, Virginia

## ASSIGNMENT

FOR VALUE RECEIVED the undersigned sell(s), assign(s) and transfer(s) unto

\_\_\_\_\_  
(Please print or type name and address, including postal zip code, of Transferee)

PLEASE INSERT SOCIAL SECURITY OR OTHER  
IDENTIFYING NUMBER OF TRANSFeree:

\_\_\_\_\_  
: :  
: :  
: :  
\_\_\_\_\_

the within bond and all rights thereunder, hereby irrevocably constituting and appointing

\_\_\_\_\_,  
Attorney, to transfer said bond on the books kept for the registration thereof, with full power of  
substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed  
by an Eligible Guarantor Institution such  
as a Commercial Bank, Trust Company,  
Securities Broker/Dealer, Credit Union  
or Savings Association who is a member  
of a medallion program approved by The  
Securities Transfer Association, Inc.

\_\_\_\_\_  
(Signature of Registered Owner)

NOTICE: The signature above must  
correspond with the name of the  
registered owner as it appears on the  
front of this bond in every particular,  
without alteration or enlargement or any  
change whatsoever.

# Policy Briefing Summary

## City Council



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<b>Regarding:</b>	<b>Resolution Appropriating Funds for Federal Transit Operations and Capital Grants - \$6,666,809 (1 of 2 readings)</b>
<b>Staff Contact(s):</b>	Alex Pasqualone, Marketing Coordinator, CAT
<b>Presenter:</b>	<b>Garland Williams, Director of Transit</b>
<b>Date of Proposed Action:</b>	July 21, 2025

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### Issue

Resolution to appropriate \$6,666,809 in federal, state, and local funds for transit operating and capital grants for FY25.

### Background / Rule

The City of Charlottesville, Virginia ("CAT") has been awarded FY25 federal and state grants to support Charlottesville Area Transit ("CAT") and JAUNT. These funds are designated for both operating expenses and capital investments, such as vehicle purchases.

### Analysis

The attached Resolution authorizes the appropriation of grant funds totaling \$6,666,809, including \$3,145,636 in capital funding (from federal, state, and local sources) and \$3,521,173 in operating funding (\$2,640,880 for CAT and \$880,293 for JAUNT). The JAUNT funds are required to pass through the City per federal grant guidelines. The attached Resolution ensures funds are properly allocated within City accounting systems and contingent upon actual receipt of grant dollars.

### Financial Impact

The appropriated funds align with the City's FY25 Budget and support transit operations and capital improvements, without requiring additional City funds beyond the approved local match.

### Recommendation

CAT Staff recommends City Council adopt the attached Resolution to ensure the timely use of awarded grant funds.

### Recommended Motion (if Applicable)

"I make a Motion to adopt the attached Resolution appropriating \$6,666,809 in transit grant funding for FY25."

### Attachments

1. RESOLUTION appropriating \$6666809 - CAT\_ of



**RESOLUTION #R-2025-265**  
**APPROPRATING FUNDS For Federal Transit Operating and Capital Grants**  
**\$6,666,809**

**WHEREAS** the FY25 State Capital Grant in the amount of \$2,139,032 and the Federal Capital Grant in the amount of \$880,778 has been awarded to the City of Charlottesville, with a local CIP match of \$125,826; the amount of capital grant funds is \$3,145,636; and

**WHEREAS** the FY25 Federal Operating Grant in the amount of **\$2,640,880** has been awarded to the City of Charlottesville; and

**WHEREAS** the FY25 Federal Operating Grant has been awarded to JAUNT in the amount of **\$880,293**; these funds must pass through the City of Charlottesville as required; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that funds are hereby appropriated in the following manner, contingent upon receipt of the grant funds:

**Revenue (Capital)**

\$2,139,032	Fund: 245	Cost Center: 2804001000	G/L: 430110 State Grants
\$ 880,778	Fund: 245	Cost Center: 2804001000	G/L: 431110 Federal Grants
\$ 125,826	Fund: 245	Cost Center: 2804001000	G/L: 498010 Local March

**Expenditures (Capital)**

\$3,145,636	Fund: 245	Cost Center: 2804001000	G/L: 541040 Vehicles
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**Revenue (Operating)**

\$2,640,880	Fund: 245	Cost Center: 2801003000	G/L: 431010 Federal Grants
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**Expenditures (Operating)**

\$2,640,880	Fund: 245	Cost Center: 2801003000	G/L: 599999 Lump Sum
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**Revenue (JAUNT)**

\$880,293	Fund: 245	Cost Center: 2821002000	G/L: 431010 Federal Grants
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**Expenditures (JAUNT)**

\$880,293	Fund: 245	Cost Center: 2821002000	G/L: 540365 JAUNT Payment
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**BE IT FURTHER RESOLVED** that this appropriation is conditional upon the receipt of \$4,400,152 from the Federal Transit Administration, \$2,139,032 from the Virginia Department of Rail and Public Transportation, and \$125,826 from local matching contributions.

Date Introduced: July 21, 2025

Date Adopted:

Certified: \_\_\_\_\_  
Clerk of Council

# Policy Briefing Summary

## City Council



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<b>Regarding:</b>	<b>Resolution initiating amendment and referring adoption of the 2024 Development Code (Zoning and Subdivision Ordinances) to the Planning Commission for review and recommendation</b>
<b>Staff Contact(s):</b>	Kellie Brown, Director of NDS, Matthew Alfele, City Planner, Missy Creasy, Deputy Director of NDS, James Freas, Deputy City Manager
<b>Presenter:</b>	<b>Matthew Alfele, City Planner</b>
<b>Date of Proposed Action:</b>	July 21, 2025

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### Issue

On June 30, 2025, the Charlottesville Circuit Court granted a default judgment in *White vs. Charlottesville* after outside counsel failed to respond to the Plaintiff's Amended Complaint by the required deadline. In that case, Plaintiffs challenged the City's Development Code adopted by City Council on December 18, 2023, arguing the City did not gather or consider required information prior to adoption. While the City pursues legal recourse, City Staff proposes initiating re-adoption of the 2024 Development Code. This would refer the Code to the City's Planning Commission for recommendation and review. No immediate action is required from either body, but initiation ensures City Staff and elected officials can respond swiftly to re-adopt the 2024 Development Code, if the need arises.

### Background / Rule

Cville Plans Together was a multi-year, equity-focused effort to shape the City's future of the built environment. The three (3)-part initiative produced an Affordable Housing Plan (adopted in March 2021), a new Comprehensive Plan (adopted in November 2021), and, finally, a Development Code that encompasses updated zoning and subdivision regulations. The Development Code directly implements the recommendations of both the Affordable Housing Plan and the Comprehensive Plan.

Under Virginia Code Sections 15.2-2285(A) and (B) and 15.2-2286(A)(7), any amendment or reenactment of a Zoning Ordinance must be referred by City Council to the Planning Commission for its recommendation. From the date of referral, the Planning Commission has one-hundred (100) days to hold a Public Hearing on the proposed Ordinance and deliver its recommendation back to City Council.

### Analysis

The Default Judgment in the *White* identified a procedural error in responding to the Plaintiff's Amended Complaint by a required deadline. Initiating re-adoption of the 2024 Development Code via referral to the Planning Commission under Virginia Code Section 15.2-2285(A) and (B) and 15.2-2286(A)(7) will trigger a one-hundred (100)-day review and mandatory Public Hearing. This process aligns with the Cville Plans Together framework by ensuring statutory compliance.

### Financial Impact

No financial impact.

### Recommendation

Adopt the attached Resolution referring the 2024 Development Code (Zoning and Subdivision Ordinances) to the Planning Commission for review and recommendation.



**Recommended Motion (if Applicable)**

"I make a Motion to adopt the attached Resolution referring the 2024 Development Code (Zoning and Subdivision Ordinances) to the Planning Commission for review and recommendation."

**Attachments**

1. Resolution\_2024 Development Code Initiation



**RESOLUTION #R-\_\_-\_\_**  
**Initiating Amendment and Referring adoption of the 2024 Development Code (Zoning and Subdivision Ordinances) to the Planning Commission for review and recommendation**

**WHEREAS**, Cville Plans Together was a multi-year, equity-focused effort to shape the City of Charlottesville, Virginia’s (“City”), future of the built environment; and

**WHEREAS**, following extensive civic outreach and public participation, Cville Plans Together produced an Affordable Housing Plan (adopted by City Council in March 2021), a new Comprehensive Plan (adopted by City Council in November 2021), and, finally, a Development Code that directly implements the recommendations of both the Affordable Housing Plan and the Comprehensive Plan, and encompasses updated Zoning and Subdivision regulations; and

**WHEREAS**, on December 18, 2023, City Council adopted the Development Code (“2024 Development Code”); and

**WHEREAS**, on January 14, 2024, in the Circuit Court for the City of Charlottesville, Virginia, in a case styled *White, et al. v. City of Charlottesville, et al.*, several City residents, arguing the City did not gather or consider required information prior to adoption, filed a lawsuit challenging the City’s 2024 Development Code; and

**WHEREAS**, on June 30, 2025, the Honorable Claude V. Worrell, II, granted a default judgment in *White* after the City’s outside counsel failed to respond to the Plaintiff’s Amended Complaint by the required deadline; and

**WHEREAS**, Judge Worrell’s ruling, when officially implemented via the execution of a forthcoming Order, invalidated the 2024 Development Code, ostensibly leaving the City with no current Zoning or Subdivision rules or regulations, or reversion to the repealed 2003 Development Code; and

**WHEREAS**, because the Court’s decision did not dispose of the case on the merits, if necessary, the City may re-adopt the voided 2024 Development Code; and

**WHEREAS**, § 15.2-2286(A)(7), Code of Virginia, 1950, as amended, provides, in pertinent part, that “[w]henver the public necessity, convenience, general welfare, or good zoning practice requires, the governing body may by ordinance amend, supplement, or change the regulations, district boundaries, or classifications of property” and that “[a]ny such amendment may be initiated (i) by resolution of the governing body” or “by motion of the local planning commission;” and

**WHEREAS**, § 15.2-2285(A), Code of Virginia, 1950, as amended, provides, in pertinent part, “[t]he planning commission of each locality may, and at the direction of the governing body shall, prepare a proposed zoning ordinance including a map or maps showing the division of the territory into districts and a text setting forth the regulations applying in each district,” and “[u]pon the completion of its work, the commission shall present the proposed ordinance or amendment

including the district maps to the governing body together with its recommendations and appropriate explanatory materials;” and

**WHEREAS**, § 15.2-2285(B), Code of Virginia, 1950, as amended, provides, in pertinent part, “[n]o zoning ordinance shall be amended or reenacted unless the governing body has referred the proposed amendment or reenactment to the local planning commission for its recommendations;” and

**WHEREAS**, while the City pursues legal recourse, out of an abundance of caution, City Staff proposes initiating re-adoption of the 2024 Development Code so that, if necessary, the City can move with all possible haste to re-adopt the 2024 Development Code.

**NOW THEREFORE, BE IT RESOLVED** by the Council of the City of Charlottesville that the amendment and reenactment of the 2024 Development Code is hereby initiated pursuant to § 15.2-2286(A)(7) and §§ 15.2-2285(A) and (B), Code of Virginia, 1950, as amended; and

**BE IT FURTHER RESOLVED THAT** the 2024 Development Code incorporating the amended Zoning and Subdivision Ordinances is hereby referred to the City’s Planning Commission for its review and recommendations, and to be scheduled for a Public Hearing. Based on the Planning Commission's deliberations and input received during the Public Hearing process, the Planning Commission shall report its findings and recommendations to City Council within one hundred (100) days after its first Regular Meeting following the adoption of this Resolution.

Date Adopted:

Certified:

\_\_\_\_\_  
Clerk of Council

# Policy Briefing Summary

## City Council



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<b>Regarding:</b>	<b>Resolution Amending the FY 2026 Budget Ordinance to Provide the City Manager Authority to Reallocate Funds Appropriated for the Office of Community Solutions</b>
<b>Staff Contact(s):</b>	Krisy Hammill, Director of Budget
<b>Presenter:</b>	<b>Samuel Sanders, Jr., City Manager</b>
<b>Date of Proposed Action:</b>	July 21, 2025

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### Issue

The City Manager has decided to close the Office of Community Solutions (OCS) and reassign staff to other offices within the City. The FY 2026 General Fund budget needs to be amended to reflect the changes.

### Background / Rule

The FY 2026 Budget Ordinance, approved by City Council on April 14, 2025 set forth a budget for the Office of Community Solutions in the amount of \$1,057,736 which has since been closed. This resolution seeks authorization for the City Manager to reallocate the OCS budget to the other City departments or offices that have assumed the responsibilities or personnel of OCS.

### Analysis

Effective July 1st, the Office of Community Solutions has closed, and the team has been redistributed across multiple offices and departments that better fit their roles and responsibilities. The team will be reassigned as follows:

- The Office of Budget and Performance Management is now the Office of Budget and Grants Management. The City's Grants Program Manager and CDBG Grants Analyst have joined the budget office in support of the revised focus.
- Neighborhood Development Services has expanded to include a Housing Division. The Housing Program Manager will continue to manage this division and will be joined by the Housing Compliance Coordinator.
- The Office of Economic Development has assumed additional responsibilities focused on supporting the Downtown Mall. The Redevelopment Manager position has been reclassified to a Downtown Strategy Manager and moved to the Office of Economic Development.
- A Grants Analyst position has been moved to the City Manager's Office to work on a new effort to coordinate planning, performance management, and projects that support the implementation of the city's Strategic Plan.

The decision to redistribute and realign these functions across existing departments and offices is intended to continue that pursuit of organizational excellence.

The City is grateful for the work of the OCS team over the last few years. Some of their accomplishments include creating a complete repository of all grants, city-owned property, and lease agreements of all city property, along with forming an experienced housing team to capture the many ways the city is investing in preserving and producing housing to directly impact the housing crisis that persists.

**Financial Impact**

There is no change to the overall budget. The funds previously appropriated for OCS will be distributed to the four departments assuming the new roles and responsibilities.

**Recommendation**

Staff recommends approval of the resolution.

**Recommended Motion (if Applicable)****Attachments**

1. Resolution to Redistribute OCS Budget



**RESOLUTION #R-\_\_ - \_\_**

**Resolution Amending the FY 2026 Budget Ordinance to Provide the City Manager Authority to Reallocate Funds Appropriated for the Office of Community Solutions**

**WHEREAS** the City Council of the City of Charlottesville, VA adopted an ordinance on April 14, 2026, setting a budget for FY 2026 (“the Budget Ordinance”); and

**WHEREAS**, the Budget Ordinance allocated funds for the Office of Community Solutions (“OCS”) which has now been closed by the City Manager; and

**WHEREAS**, the staff and duties of OCS have been reassigned to other departments or offices within the organization;

**THEREFORE, BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that the FY 2026 Budget Ordinance is hereby amended to include the following provision:

The City Council further ordains that the City Manager is authorized to reallocate appropriations from the Office of Community Solutions (“OCS”) to other City departments or offices that have assumed the responsibilities or personnel of OCS, provided that such reallocations do not increase the overall appropriation and are reported to City Council in periodic financial reports.

Date Adopted:

Certified: \_\_\_\_\_  
Clerk of Council

# Policy Briefing Summary

## City Council



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**Regarding:** Rivanna Authorities Quarterly Report  
**Staff Contact(s):**  
**Presenter:**  
**Date of Proposed Action:** July 21, 2025

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### Issue

The Rivanna Authorities, consisting of the RSWA (Rivanna Solid Waste Authority) and RWSA (Rivanna Water and Sewer Authority), provides a quarterly report at the request of City Council.

### Background / Rule

### Analysis

### Financial Impact

### Recommendation

Read the report. Direct questions to Rivanna Authorities for future updates.

### Recommended Motion (if Applicable)

### Attachments

1. July 2025\_RWSA RSWA\_ City\_ Quarterly Update

July 7, 2025

The Honorable Charlottesville City Council  
P.O. Box 911  
Charlottesville, VA 22902

Re: Quarterly Update – July

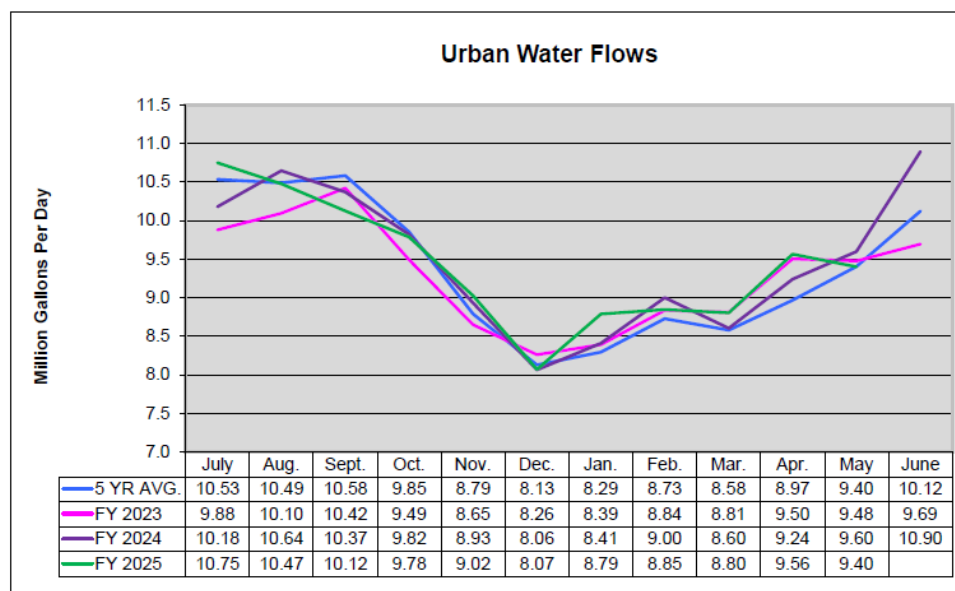
Councilors:

This quarterly update is to provide general information on the drinking water supply and treatment, wastewater collection and treatment, and refuse disposal and recycling programs managed by the Rivanna Authorities for the benefit of the Charlottesville/Albemarle community, as follows:

### 1. Drinking Water Supply:

- Our three Urban reservoirs (Sugar Hollow, South Rivanna, Ragged Mountain) are 100% full with a total storage capacity of about 1.4 billion gallons. Water demand in the Urban area (City and adjacent developed areas of the County) averaged about 9.4 million gallons per day in May.
- Beaver Creek Reservoir (Crozet) is 100% full with a total storage capacity of about 500 million gallons. Water demand in Crozet averaged 0.64 million gallons per day in May.
- Totier Creek Reservoir (Scottsville) is 100% full with a total storage capacity of about 155 million gallons. Water demand in Scottsville averaged 0.044 million gallons (44,000 gallons) per day in May.

- Production of drinking water for the Urban area averaged 9.40 million gallons per day (MGD) in May 2025 (FY 2025), which was the same production as the five-year average for May (9.40 MGD) as shown by the following graph:







**Construction is underway for the following projects:**

**a. South Rivanna River Crossing**

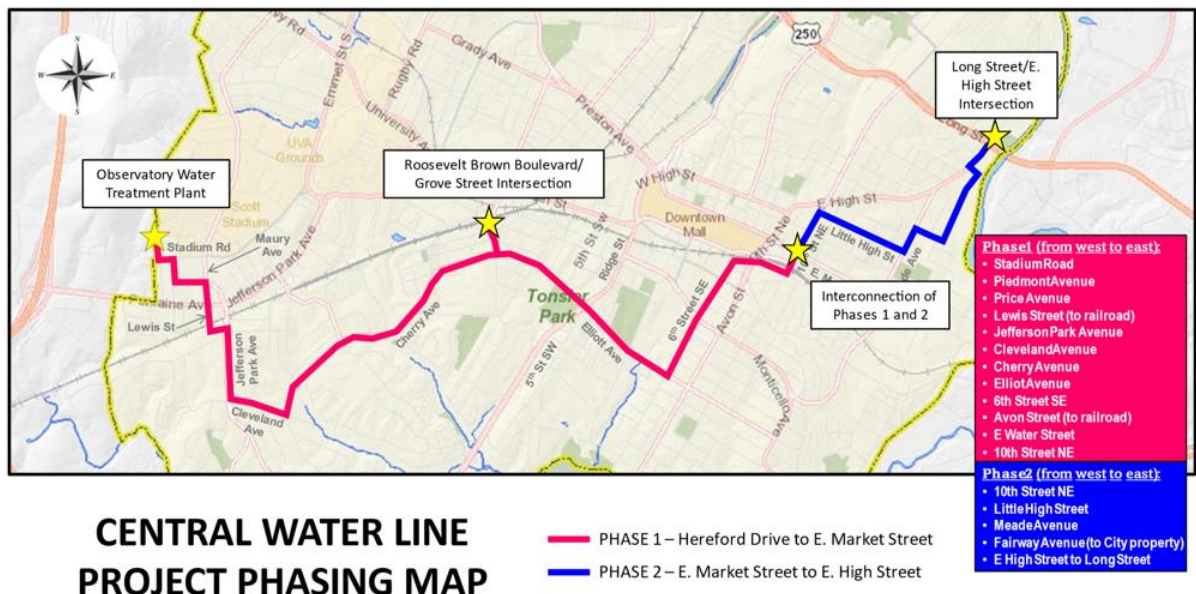
- Scope: Provide a second pipe (24" diameter; 2900 feet long) to convey treated drinking water under the river using trenchless technology. The second pipe will provide a redundant water supply and increase capacity to serve the northern area of the Urban Water System.
- Completion: January 2025 – January 2027
- Cost: \$6.2 million: 100% ACSA

**b. Water Pipe and Pump Stations Replacement, Ragged Mtn Reservoir to Observatory Water Treatment Plant**

- Scope: Replace four miles of 36" ductile iron water pipe and two pumping stations which convey untreated water from the Ragged Mtn Reservoir to the Observatory WTP. These facilities have reached the end of their service lives and require replacement to reliably provide untreated water to the upgraded Observatory WTP. A project information meeting was held in January 2025 with neighbors bordering the work and others from the community. The contractor is currently installing piping along Hereford Drive near the Observatory WTP to complete that work during UVA's summer break.
- Completion: February 2025 – June 2029
- Cost: \$62 million: 52% ACSA / 48% City Utilities

**c. Urban Area "Central Water Line"**

- Scope: Provide large diameter piping (24" and 36" ductile iron) to strengthen and more efficiently distribute drinking water for the benefit of City and County residents and businesses. This five-mile-long piping project with two railroad crossings will extend from the Stadium Road area to the Long Street bridge near Pantops. The project will be completed in two concurrent phases of work, as shown by the map below, due to underground conflicts in E. High Street which delayed design of the piping in that area. A second round of information meetings will be scheduled with neighborhoods adjacent to the work before construction begins.
- Completion: October 2025 – December 2029
- Cost: \$79 million: 52% ACSA / 48% City Utilities



d. Ragged Mtn Reservoir Water Level Increase

- Scope: Clearing of vegetation around the reservoir and minor modifications to the intake tower as necessary to increase the normal pool level 12 feet and provide 700 million gallons of additional water storage capacity in the reservoir.

The height of the dam will not be increased as it was built to the maximum elevation when constructed in 2014. The trails around the reservoir were also constructed above the maximum water elevation in 2014 and will not be significantly impacted by the project. Sections of the park and trails may be closed periodically while trees and vegetation near the trails are being cleared during construction.

- Completion: September 2025 - December 2026
- Cost: \$13 million: 80% ACSA / 20% City Utilities

e. Red Hill Water Treatment Plant Upgrade

- Scope: Provide additional building space to house additional water treatment equipment including a granular activated carbon filter.
- Completion: January 2025 – June 2026
- Cost: \$2 million: 100% ACSA, with partial grant from County

f. Baling Facility, Ivy Solid Waste and Recycling Center

- Scope: Replace the existing recycling materials baling facility which is located on leased property and has exceeded its service life. The new facility will include equipment to compress cardboard, mixed paper, and plastic products into separate bales before shipment to a receiving vendor.
- Completion: May 2025 – December 2026
- Cost: \$6 million: 70% Albemarle County / 30% City

g. Moore's Creek Structural and Concrete Rehabilitation

- Scope: Repair of concrete basins and wastewater treatment facilities constructed in the late 1970's.
- Completion: May 2025 – May 2027
- Cost: \$15.5 million: 52% ACSA / 48% City Utilities

h. Moore's Creek Upfits and Gravity Thickener Improvements

- Scope: Renovate the Maintenance and Operations buildings along with repair of the sludge gravity thickener system and secondary clarifier influent valves.
- Completion: May 2025 – May 2027
- Cost: \$11.8 million: 52% ACSA / 48% City Utilities

i. Crozet Wastewater Pump Stations Rehabilitation

- Scope: Replace pumps, valves, and electrical gear in four pump stations constructed in the 1980's which convey wastewater from Crozet to the Moore's Creek Treatment Plant.
- Completion: July 2025 – September 2027

- Cost: \$12.3 million: 100% ACSA

j. Moores Creek Administration Building Renovation and Addition

- Scope: Renovate the existing administration building constructed in the 1980's, including improvements to the Laboratory and Information Technology spaces. The project will also include a building addition to provide spaces for a community education area, staff currently housed in temporary trailers, as well as future staffing.
- Completion: June 2025 – December 2027
- Cost: \$27.6 million: 52% ACSA / 48% City Utilities

**Construction will begin in 2026 for the following projects:**

k. Crozet Water Treatment Plant GAC Expansion

- Scope: Provide additional building space and equipment to increase the water treatment capacity of the granular activated carbon filter system from 1 to 3 million gallons per day.
- Completion: January 2026 – December 2027
- Budget: \$10 million: 100% ACSA with VDH grant

l. South Rivanna Reservoir to Ragged Mountain Reservoir Pipe and Pump Station

- Scope: Construct a 6.5 mile long, large diameter pipe (36") and pump station to transfer untreated water between the South Rivanna and Ragged Mtn Reservoirs, as required by the community's drinking water supply plan. Complete a new raw water intake structure and pump station at the South Rivanna Reservoir. This infrastructure will increase the amount of water stored at the Ragged Mtn Reservoir from 1.4 to 2.1 billion gallons.
- Completion: February 2026 – December 2030
- Cost: \$117 million: 80% ACSA / 20% City Utilities

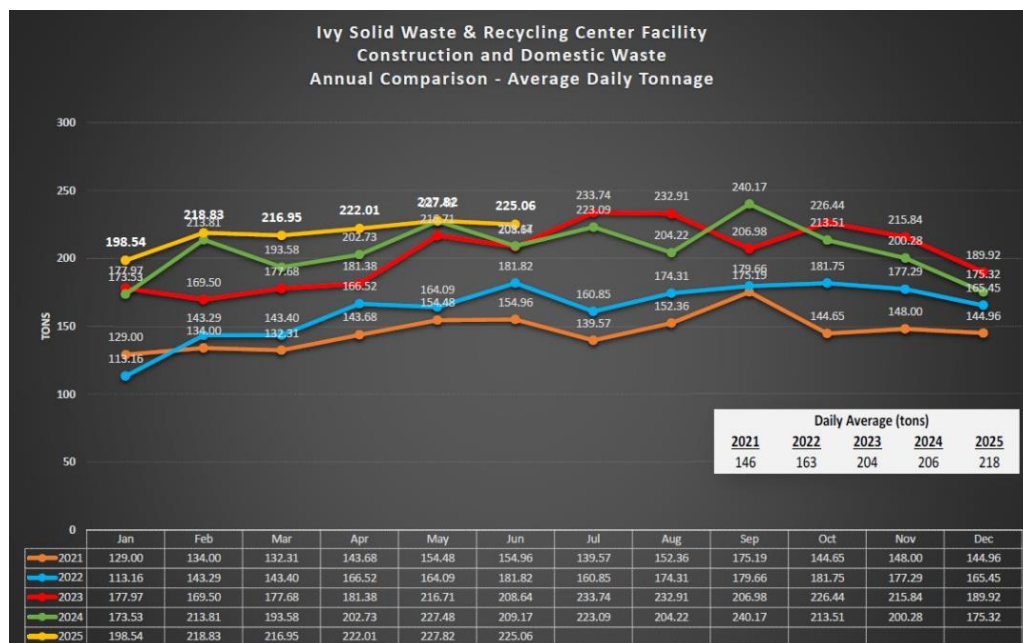
m. Beaver Creek Dam, Pump Station and Piping Improvements

- Scope: Replace the spillway which protects the reservoir dam along with the water pump station and piping which convey untreated water to the Crozet Water Treatment Plant.
- Completion: May 2026 – January 2030
- Cost: \$62 million: 100% ACSA with partial federal NRCS grant

n. Upper Schenks Branch Wastewater Piping Replacement, Phase II

- Scope: Replace sewer piping installed in the mid 1950's, in conjunction with the City's sewer upgrade program, to increase system capacity. The new piping will be located along McIntire Road between the McIntire Recycling Center and Preston Avenue.
- Completion: TBD
- Cost: \$10 - 15 million: 100% City Utilities

5. Average daily refuse volume at the Ivy Transfer Station has increased from 146 tons per day in 2021 to 218 tons per day in 2025, as shown below. Our contract hauler is driving about 15 trailer loads of refuse to Henrico County for disposal each day, Monday – Friday.



#### 6. RSWA Special Collection Days

Spring Special Collections at the Ivy SWRC concluded in May with successful free special collections of electronic waste, household hazardous waste, furniture/mattresses, appliances, and tires. Our next special collection events will be held in September and October.

			Albemarle	Charlottesville
Electronic Waste	Saturday	4/19/2025		
	Customers		313	83
			Albemarle	Charlottesville
Household Hazardous Waste	Friday	4/25/2025		
	Customers		453	126
	Saturday	4/26/2025		
	Customers		403	139
Special Collections	Furniture/Mattresses	- Pounds Collected	22,500	4,600
	Saturday	5/3/2025		
	Appliances	- Pounds Collected	12,800	3,200
		- Freon units Collected	170	35
	Saturday	5/10/2025		
	Tires	Participating Vehicles	162	21
	Saturday	5/17/2025		

Please let me know if you have any questions.

Sincerely,

William I. Mawyer, Jr., P.E.  
Executive Director

cc: RSWA Board of Directors  
RSWA Board of Directors



# Policy Briefing Summary

## City Council



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<b>Regarding:</b>	<b>Sister Cities Commission Annual Report</b>
<b>Staff Contact(s):</b>	Maxicelia Robinson, Deputy Clerk of Council
<b>Presenter:</b>	
<b>Date of Proposed Action:</b>	July 21, 2025

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### Issue

#### Background / Rule

This written report is an annual update on the programs and activities of the Charlottesville Sister Cities Commission (CSCC).

The purpose of the CSCC is to promote understanding and foster relationships between citizens and organizations in the Charlottesville area and our sister cities through cultural, economic, educational, and humanitarian activities.

#### Analysis

#### Financial Impact

#### Recommendation

#### Recommended Motion (if Applicable)

#### Attachments

1. 2024-2025 CSCC Annual Report



# **2024 - 2025 Annual Report to City Council**

**Programs and Activities of the Charlottesville Sister Cities Commission**

**Submitted July 2025**



# OUR SISTER CITIES:

- Poggio a Caino, Italy, Charlottesville's first sister city in 1976.
- Besançon, France, Sister Cities since 2006
- Winneba, Ghana, Sister cities since 2010
- Huehuetenango, Guatemala, Friendship city since 2021, in exploratory phase.



# COMMISSIONERS:

Alicen Brown, K-12 Education

Kimberly Hayes, Winneba

Edward Herring, Chairman and Huehuetenango Committee

Stella Mattioli, Poggio a Caiano

Elizabeth Smiley, Secretary / Besançon

Salvatore Moschella, Higher Education

S. Lisa Herndon, At-Large

Youth Commissioner - Open

Business Representative - Open

Maxicelia Robinson, Staff Liaison

# BESANÇON, FRANCE:

The year began with Mayor Wade's visit to Besançon upon the invitation of the Mayor, Madame Anne Vignot, to join in the September 8th celebrations of the 80th anniversary of the liberation of Besançon by the American troops.

The highlight of the year was a trip by 30 Theater students of Charlottesville High School to Besançon this past April. The students performed the Broadway show "A Chorus Line" to packed audiences at two performances.

Spring 2025 was dedicated to planning for the visit of the United Gospel Choir of Besançon to make a return visit to Virginia in July. They will sing in several concerts with the University Baptist Church and the Mt. Zion First African Baptist Church.

Early discussions are starting between the commission and the International Affairs office in Besançon concerning the 20th anniversary of our becoming sister cities in September 2006.

# POGGIO A CAIANO, ITALY:

Poggio representative Stella Mattioli is working with the current Mayor of Poggio to organize a visit by the Mayor and a delegation to Charlottesville in 2026. The last official visit by a delegation from Italy was in 2017.

After the Poggio elections on May 15, 2024, Ms. Mattioli worked to establish new contacts with the elected mayor and city to assure the continuance of a strong relationship between the cities.

# WINNEBA, GHANA:

The Sister City relationship between Charlottesville and Winneba continued to grow and strengthen this fiscal year. In May of 2024, the Charlottesville-Winneba Foundation continued with its latest trip to Winneba, once again allowing Charlottesville-area residents to experience our sister city.

Mayor Wade, as a private citizen, joined in on this trip.

Our new Winneba representative, Kimberly Hayes is currently working with the Mayor of Winneba to plan the next official Commission visit.

# HUEHUETENANGO, GUATEMALA:

The relationship between Charlottesville and Friendship City Huehuetenango continued to be in the exploratory phase.

There are two major developments in place with Huehue. Former Commissioner Sylvia New-Strawn spearheaded a book drive to collect 10 cartons of new and used books in both Spanish and English as a donation to a new library in Huehuetenango.

We are currently working with the American Embassy in Guatemala to facilitate the shipment. We expect that they will be delivered by early fall.

The second event under way is a visit to Huehuetenango by a delegation headed by Mayor Wade in October of this year. There is still room for a few more travelers if anyone wants to join in with us. The GuateMaya (formerly Ixtatan) Foundation is assisting with the planning and travel organization.

# Additional Activities:

In addition to activities and exchanges with our cities, the commission has worked with the local community during the year.

- Tom Tom Festival - As part of the 2024 Grants Program, the Commission sponsored a program with the Lewis and Clark Exploratory Center at Darden Park entitled “Mapping the World”. This program was a “hands on” activity where residents used their skills to create maps of the locations of our sister city. This was an outstanding success with more than 80 local participants.
- Jefferson Founders Day - For the second time, the commission was asked to join other area civic leaders and take part in the “Laying of the Wreaths” at Thomas Jefferson’s grave site on the anniversary of his birth.
- Monticello Naturalization Event - The Commission hosted an information table at the event along with 20 other community and civic organizations.
- IX Farmers Market - The Commission takes seriously its mission to bring the work and focus of Sister Cities to the area residents. We will host and staff a table at various times each year to

be available to answer questions from our citizens as well as give them opportunities to get involved.

- Virginia Festival of the Book - The Commission participated in PVCC's Literacy program "Voices of Adult Learners. Meaningful stories from adult learners of English as a second language about family and work. The Commission was able to have stories from English learners in our sister city of Besancon included in the event.
- Relaunching the Grants Program - The Commission's Grant Program was suspended during the first half of the Fiscal Year and relaunched earlier this year with the awarding of a Grant entitled "Disrupting the Single Story: African Stories as Mirrors, Windows, and Sliding Doors". This Grant project will work to strengthen the ties between Charlottesville and our sister city of Winneba in Ghana.

