



City Council Meeting Agenda

December 1, 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. Report: Transportation Budget Brief

5:30 PM CLOSED MEETING (Boards and Commissions)

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 Historic Resources Grant Funds to Jefferson School African American Heritage Center - \$500,000 (2nd reading)
3. Resolution: Resolution to Amend the FY 2026 Contribution to the Charlottesville-Albemarle Convention and Visitor's Bureau (CACVB) - \$167,867 (1 of 2 readings)
4. Resolution: Resolution to appropriate Virginia Department of Education Special Nutrition Program Child and Adult Care Food Program - \$25,000 (1 of 2 readings)
5. Ordinance: Ordinance granting a Franchise Agreement to MCI Communication Services, LLC (1 of 2 readings)
6. Ordinance: Ordinance Amending City Code Section 2-38 — Organizational meeting (1 of 2 readings)

IX. City Manager Report

- Report: City Manager Report

X. Action Items

7. Public Hearing/Res.: Public Hearing and Resolution to Consider the Exercise of Eminent Domain for the Acquisition of Right-of-Way and Easements for the Barracks and Emmet Streetscape Project
8. Ordinance: Ordinance Amending City Code to Define School Zones for all Schools and Reflect their Current Names (1 of 2 Readings)
9. Resolution: Resolution Approving the Eighth (8th) Amendment to the Grant Agreement for the Charlottesville Supplemental Rental Assistance Program
10. By Motion: Approval of the Regional Mutual Aid and Emergency Response Agreement

XI. General Business

XII. Community Matters (2)

XIII. Adjournment

MEETING GUIDELINES

- This is an in-person meeting with an option for the public to participate electronically by registering in advance for the Zoom webinar at www.charlottesville.gov/zoom. The meeting may also be viewed on the City's streaming platforms and local government Channel 10. Individuals with disabilities who require assistance or special arrangements to participate in the public meeting may call (434) 987-1267 or submit a request via email to ada@charlottesville.gov. The City of Charlottesville requests that you provide 48 hours' notice so that proper arrangements may be made.
- The presiding officer shall ensure that individuals address their comments to City Council at appropriate times, in accordance with the meeting agenda and Council's Rules of Procedure.
- No person who is not a member of the city council shall orally address it until leave to do so has been granted by the city council or until invited to do so by the mayor. (City Code sec.2-71)
- Remarks and actions that disrupt the progress of the Council meeting, and remarks from persons other than councilors, the City Manager, the City Attorney, or a presenter for an Agenda Item are not permitted.
- The presiding officer shall call an individual to order, including a councilor, when that individual goes afoul of these rules. The following are examples of remarks and behavior that are not permitted:
 - i. Interrupting a speaker who is addressing Council at the speaker's microphone, or interrupting a speaker who has otherwise been invited to address Council during Community Matters or a Public Hearing
 - ii. Interrupting a councilor who is speaking
 - iii. Shouting, and talking (either individually or in concert with others) in a manner that prevents a speaker or a Councilor from being heard or that otherwise hinders the progress of the meeting
 - iv. Blocking paths for emergency exit from the meeting room; engaging in any conduct that prevents a member of the audience from seeing or hearing councilors during a meeting; standing on chairs or tables within the Council meeting room
 - v. Threats or incitement of violence toward councilors, City staff or members of the public
 - vi. Engaging in conduct that is a criminal offense under the City Code or the Virginia Code
 - vii. Campaigning for elected office
 - viii. Promotion of private business ventures
 - ix. Using profanity or vulgarity
 - x. Personal attacks against Councilors, City staff or members of the public
 - xi. Behavior which tends to intimidate others
- During a City Council meeting the presiding officer shall have control of the Council Chambers and the connecting halls and corridors within City Hall, and any other venue where a Council meeting is being held. In case of any conduct described above, the presiding officer may take measures deemed appropriate, including but not limited to suspending the meeting until order is restored, ordering areas to be cleared by the Sergeant at Arms, or requiring any individual to exit the meeting room and adjacent premises (connecting halls and corridors.)

Policy Briefing Summary

City Council



Regarding:	Transportation Budget Brief
Staff Contact(s):	Samuel Sanders, Jr., City Manager, James Freas, Deputy City Manager
Presenter:	Samuel Sanders, Jr., City Manager
Date of Proposed Action:	December 1, 2025

Issue

The intent is to provide an overview of the issues and topics being discussed and considered for the FY27 budget relative to transportation.

Background / Rule

Council has identified transportation as a high priority and high impact issue area within the strategic plan. Past budgets have included significant investments in various transportation initiatives including ongoing efforts to enhance transit service, efforts to improve and expand the sidewalk network through the City, and dedicated funding to support full accessibility for all throughout the City with the creation of an ADA transition plan.

Analysis

The discussion is a high level overview intended to touch on the different transportation related investments being considered in order to meet Council's identified objectives. Enhancing transit by increasing the frequency of service has been a major area of conversation. The overview will also look at existing programs and accomplishments including the safe routes to school program, bus shelter construction, and the remarkable number of VDOT funded projects breaking ground over the next year.

Financial Impact

N/A

Recommendation

N/A

Recommended Motion (if Applicable)

N/A

Attachments

None

Policy Briefing Summary

City Council



Regarding:	Resolution to appropriate Virginia Department of Historic Resources Grant Funds to Jefferson School African American Heritage Center - \$500,000 (2nd reading)
Staff Contact(s):	Taylor Harvey-Ryan, Grants Program Manager
Presenter:	Dr. Andrea Douglas
Date of Proposed Action:	December 1, 2025

Issue

Appropriate grants funds for the Jefferson School African American Heritage Center

Background / Rule

The Office of Budget and Grants Management was notified of a grant award received from the Virginia Department of Historic Resources in the amount of \$500,000 to support the Jefferson School African American Heritage Center and its Center for Local Knowledge.

Analysis

The Department of Historic Resources (DHR) is the State Historic Preservation Office of the Commonwealth. DHR fosters, encourages, and supports the stewardship and use of Virginia's significant architectural, archaeological, and historic resources as valuable assets for the economic, educational, social, and cultural benefit of citizens and communities. A significant responsibility is the administration and review of state and federal historic preservation grant programs for financial and programmatic compliance. DHR is authorized to administer state grants to non-state agencies under the Code of Virginia.

Located in the Jefferson School City Center, The Jefferson School African American Heritage Center's mission is to honor and preserve the rich heritage and legacy of the African-American community of Charlottesville-Albemarle, Virginia and to promote a greater appreciation for, and understanding of, the contributions of African Americans and peoples of the Diaspora locally, nationally and globally. The Center features a permanent historical exhibit, a rotating contemporary art gallery, and a robust calendar of events, all of which combine to highlight Charlottesville's African American history and culture of the African diaspora.

The Commonwealth of Virginia through the Department of Historic Resources will provide \$500,000 to the Jefferson School African American Heritage Center for the exclusive support of the Jefferson School African American Heritage Center Operations and Center for Local Knowledge project.

Funds will be used to support operating cost and for staffing for the Center for Local Knowledge. The JSAAHC's programs acknowledge the reciprocal relationship that give rise to local public history while emphasizing the reality that our research into our community narrative must have an impact on social change. A core purpose of the Center for Local Knowledge is to give voice to local authority by uplifting and amplifying local custodians of the history, memory and lived experiences. We understand that our past informs our present and our future. Thus, JSAAHC endeavors to make our research accessible and useful to improving the lives of local residents while enriching the sense of place in the region and our nation.

Financial Impact

There is no financial impact to the City as these funds will be provided by the Commonwealth as pass-through funds to be distributed to JSAAHC.

Recommendation

Staff recommends the appropriation of the DHR funds for JSAAC.

Recommended Motion (if Applicable)

I move to approve the resolution appropriating \$500,000 from the Virginia Department of Historic Resources for the Jefferson School African American Heritage Center as indicated in the attached resolution.

Attachments

1. RES_JSAAHC \$500,000 grant VDHR



#R-25-____
RESOLUTION

Appropriating funds from the Virginia Department of Historic Resources (DHR) for the Jefferson School African American Heritage Center, \$500,000

WHEREAS the City of Charlottesville through the Virginia Department of Historic Resources has received a grant award of \$500,000 to be given to the Jefferson School African American Heritage Center (JSAAHC) to be used to support operating cost and staffing for the Center for Local Knowledge.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$500,000 received from the Virginia Department of Historic Resources is hereby appropriated in the following manner:

Revenues- \$500,000

\$500,000	Fund:209	Internal Order: 1900618	G/L Code: 430110
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Expenditures- \$500,000

\$500,000	Fund:209	Internal Order: 1900618	G/L Code: 540100
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BE IT FURTHER RESOLVED that this is appropriation is conditioned upon the receipt of \$500,000 from the Virginia Department of Historic Resources.

Date Introduced: November 17, 2025

Date Adopted:

Certified:

Clerk of Council

Policy Briefing Summary

City Council



Regarding:	Resolution to Amend the FY 2026 Contribution to the Charlottesville-Albemarle Convention and Visitor's Bureau (CACVB) - \$167,867 (1 of 2 readings)
Staff Contact(s):	Krisy Hammill, Director of Budget
Presenter:	Krisy Hammill, Director of Budget
Date of Proposed Action:	December 1, 2025

Issue

The City's funding for CACVB is based on a formula which was incorrectly calculated for FY26. An additional payment of \$167,923.04 is due to CACVB for FY26.

Background / Rule

The agreement specifies CACVB is to receive 30% calculation of the 5% tax, with the specification that when the tax is greater than 5% a conversion should be made to keep the amount paid based on only 5%.

Analysis

Using the formula, the City's FY26 budgeted contribution to CACVB was based on FY24 lodging tax revenues and a tax rate of 9%. However, the City's lodging tax rate in FY24 was 8% and did not increase to the current 9% rate until FY25. Revising the formula to use the correct tax rate of 8%, indicates the City's contribution amount for FY26 should be \$1,510,806. The amount included in the budget is \$1,342,939 and needs to be amended to include an additional \$167,867.

	FY 26 Calculation (CACVB Budget)	
Total Lodging Revenue	\$	8,057,631
Tax Rate		8%
Value per each 1%	\$	1,007,204
5% used for CACVB calculation	\$	5,036,019
30% of Above amount (rounded)	\$	1,510,806
Less: FY 26 Budgeted Contribution	\$	(1,342,939)
	\$	167,867

Financial Impact

This resolution seeks to use previously appropriated funds from the citywide reserve account for the payment of the additional \$167,867 due to CACVB for FY26.

Recommendation

Staff recommends approval of the resolution.

Recommended Motion (if Applicable)

Attachments

1. CACVB Budget Amendment



RESOLUTION #R-__-__
**Resolution to Amend the FY 2026 Contribution to the Charlottesville-Albemarle
Convention and Visitor's Bureau (CACVB) - \$167,867**

WHEREAS, the City of Charlottesville is party to a funding agreement for the Charlottesville-Albemarle Convention and Visitor's Bureau; and

WHEREAS, the City of Charlottesville's FY 2026 budgeted contribution for CACVB was incorrectly calculated;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that funds in the amount of \$167,867 be transferred from previously appropriated funds in the citywide reserve account as follows:

Transfer From:

\$ 167,867	Fund: 105	WBS: 1631001000	G/L Account: 599999
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Transfer To:

\$ 167,867	Fund: 105	WBS: 9783004000	G/L Account: 540090
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Date Adopted:

Certified: _____
Clerk of Council

Policy Briefing Summary

City Council



Regarding:	Resoluton to appropriate Virginia Department of Education Special Nutrition Program Child and Adult Care Food Program - \$25,000 (1 of 2 readings)
Staff Contact(s):	Annie Sechrist, Management Specialist II
Presenter:	Annie Sechrist, Management Specialist II
Date of Proposed Action:	December 1, 2025

Issue

The Department of Parks & Recreation is requesting City Council appropriate \$25,000.00 from the Child and Adult Care Food Program of the Virginia Department of Education Special Nutrition Program. The funds will reimburse the City for providing free after-school meals to school-age children at three community centers during the school year.

Background / Rule

The City of Charlottesville, through the Department of Parks & Recreation, has received approval for reimbursement of up to \$25,000.00 from the Child and Adult Care Food Program of the Virginia Department of Education Special Nutrition Program to provide free meals to school-age children at select drop-in after-school programs.

Analysis

The Department of Parks & Recreation will operate after-school meals programs for 36 weeks during the regular school year at three (3) locations: Greenstone on 5th Community Center, Key Recreation Center, and City of Promise Tenth Street Warehouse. The reimbursement will cover the costs of meals at these locations, which also provide educational/enrichment opportunities. Dinner will be served from 4:30 p.m. to 6:30 p.m. More than 200 school-age children will be served each week during the school year. Most of the children receive free or reduced meals during the school year. The City of Charlottesville School Food Service provides the meals, which are paid for by the Department of Parks & Recreation. Parks & Recreation is then reimbursed through the Virginia Department of Education Special Nutrition Programs.

Financial Impact

There is no impact to the General Fund. The funds will be appropriated, expensed, and reimbursed to a Grants Fund. There is no required local match for this program.

Recommendation

Staff recommends approval and appropriation of funds

Recommended Motion (if Applicable)

Attachments

1. RESOLUTION- Virginia Department of Education Special Nutrition Program Child and Adult Care Food Program - \$25,000



RESOLUTION #R- 2025-422

Virginia Department of Education Special Nutrition Program Child and Adult Care Food Program - \$25,000

WHEREAS, the City of Charlottesville, through Parks and Recreation, has received approval for reimbursement up to \$25,000 from the Virginia Department of Education Special Nutrition Program to provide free dinner to children attending select drop-in afterschool centers; and

WHEREAS, the grant award covers the period from period October 1, 2025 through September 30, 2026;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the sum of \$25,000, received from the Virginia Department of Education Special Nutrition Program is hereby appropriated in the following manner:

Revenue – \$ 25,000

Fund: 209 Internal Order: 1900619 G/L: 430120

Expenditures - \$25,000

Fund: 209 Internal Order: 1900619 G/L: 530670

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$25,000 from the Virginia Department of Education Special Nutrition Program.

Date Introduced:

Date Adopted:

Certified:

Clerk of Council

Policy Briefing Summary

City Council



Regarding:	Ordinance granting a Franchise Agreement to MCI Communication Services, LLC (1 of 2 readings)
Staff Contact(s):	Brennen Duncan, City Engineer
Presenter:	Brennen Duncan, City Engineer
Date of Proposed Action:	December 1, 2025

Issue

MCI Communications Services, LLC, has requested approval of an ordinance granting a renewed franchise agreement with the City of Charlottesville. The company's prior agreement has expired, and renewal is required to maintain authorization for MCI's telecommunications facilities located within the City's Public Right-of-Way (PROW). This renewal also highlights ongoing challenges related to "double poles" and delayed transfer of telecommunication lines, which continue to affect ADA compliance and pedestrian safety throughout the City.

Background / Rule

To protect the integrity and safety of its streets and public rights-of-way, the City establishes franchise agreements with telecommunication providers under Article VII §9 of the Virginia Constitution. These agreements grant limited rights to install and maintain facilities within the PROW while ensuring the City retains authority to regulate use of the public space.

Coordination among multiple utility providers—primarily Dominion Energy and various telecommunications companies—has created recurring operational challenges. When Dominion or Brightspeed replaces an aging pole, telecommunication providers must transfer their attachments to the new pole before the old one can be removed. Delays in this transfer process result in "double poles," which often obstruct sidewalks, restrict ADA-compliant clearances, and create safety concerns.

City staff, in coordination with Dominion and providers such as MCI Communications, continue to address these issues. While Dominion and Brightspeed have made progress removing obsolete poles, the majority of remaining obstructions are due to pending transfers by third-party telecommunications companies.

Councilors and community members continue to raise questions about the City's authority to require pole transfer work and ensure timely removals. In response, the City amended franchise agreement language to strengthen its enforcement authority under Section 206 ("Obstruction of the PROW"), establishing clear penalties and City removal authority when facilities obstruct the right-of-way or fail to comply with approved plans.

Analysis

The renewed MCI Communications Franchise Agreement incorporates the amended Section 206 provisions, which improve the City's ability to manage and enforce compliance in the PROW. Specifically, the agreement:

1. Prohibits obstruction of the PROW unless explicitly authorized in an approved plan;
2. Requires removal of any obstruction within forty-five (45) days after City notification;

3. Establishes daily penalties (\$500/day) for failure to remove unauthorized facilities after the deadline; and
4. Authorizes the City to remove the obstruction and recover reasonable costs when the company fails to act.

These provisions directly support the City's ADA Transition Plan and reinforce its legal obligation to maintain accessible pedestrian routes. The strengthened language also provides a clear, enforceable framework to address delayed pole transfers and other obstructions in the right-of-way.

Standardizing these updated provisions across all franchise agreements ensures consistency and accountability among providers. This approach allows the City to better coordinate with Dominion and telecommunications partners to remove non-compliant infrastructure, uphold accessibility, and improve overall public safety.

This action aligns with the City Council's vision of Organizational Excellence by ensuring consistent, accountable management of the public right-of-way through updated franchise standards. The agreement strengthens coordination with utility providers, improves operational efficiency, and enhances the City's ability to maintain safe, accessible, and well-managed infrastructure for the community.

Financial Impact

There is no budgetary impact except for the prescribed measures granted by this agreement for the City to recover costs as appropriate for use of the Public-Rights-of-Way.

Recommendation

Staff recommends that City Council approve the attached ordinance granting a franchise agreement to MCI Communications, LLC, consistent with the City's updated franchise agreement framework.

Approval will:

- Maintain continuity of telecommunications services within the City;
- Ensure MCI complies with updated right-of-way management and enforcement standards; and
- Support the City's broader initiative to eliminate double poles, achieve ADA compliance, and preserve the integrity of public infrastructure.

Recommended Motion (if Applicable)

Move to approve the ordinance granting a franchise agreement to MCI Communications, LLC, and to waive the second reading of the ordinance, such that the ordinance would be effective immediately.

Attachments

1. MCI Franchise Ord. FINAL DRAFT 10-24-25

ADOPTED BY CITY COUNCIL ON _____, 2025

MCI COMMUNICATIONS SERVICES, LLC

FRANCHISE ORDINANCE

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**AN ORDINANCE
GRANTING A FRANCHISE TO MCI COMMUNICATIONS SERVICES LLC.,
ITS SUCCESSORS AND ASSIGNS
TO USE THE STREETS AND OTHER PUBLIC PLACES
OF THE CITY OF CHARLOTTESVILLE, VIRGINIA
FOR ITS POLE, WIRES, CONDUITS, CABLES AND FIXTURES,
FOR A PERIOD OF FIVE (5) YEARS**

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia, that MCI Communications Services LLC., a corporation organized under the laws of Delaware, (the “Company”), is hereby granted a franchise for a period of five (5) years from the effective date hereof. This Ordinance authorizes and empowers the Company to erect, maintain and operate certain Facilities as described in this Ordinance on, over, along, in, under and through the Public Rights-of-Way (as defined in this Ordinance) of the City of Charlottesville, Virginia (the “City”) as its business may from time to time require; provided that:

ARTICLE I – GENERAL

SECTION 101 PURPOSE AND SCOPE

To provide for the health, safety and welfare of its citizens and to ensure the integrity of its roads and streets and the appropriate use of the Public Rights-of-Way, the City strives to keep the Public Rights-of-Way under its jurisdiction in a state of good repair and free from unnecessary encumbrances.

Accordingly, the City hereby enacts this Ordinance to grant a telecommunications right-of-way franchise and administration. This Ordinance imposes regulation on the placement and maintenance of Facilities and equipment owned by the Company currently within the City’s Public Rights-of-Way or to be placed therein at some future time. The Ordinance is intended to complement, and not replace, the regulatory roles of local, state, and federal agencies. Under this Ordinance, when excavating and obstructing the Public Rights-of-Way, the Company will bear financial responsibility for its work to the extent provided herein. Finally, this Ordinance provides for recovery of the City’s reasonable out-of-pocket costs related to the Company’s use of the Public Rights-of-Way, subject to the terms and conditions herein.

This Ordinance shall be interpreted so as to benefit the public but does not create any third-party right of action.

SECTION 102 AUTHORITY TO MANAGE THE RIGHT OF WAY

This Ordinance granting a franchise is created to manage and regulate the Company’s use of the City’s Public Rights-of-Way along City roads pursuant to the authority granted to the City under

its Charter, Sections 15.2-2015, 56-460, and 56-462(A) of the Virginia Code, and other applicable state and federal statutory, administrative and common law provisions.

This Ordinance and any right, privilege or obligation of the City or Company hereunder, shall be interpreted consistently with state and federal statutory, administrative and common law, and such statutory, administrative or common law shall govern in the case of conflict. This Ordinance is not intended to limit the regulatory and police powers of the City to adopt and enforce other general ordinances necessary to protect the health, safety, and welfare of the public.

SECTION 103 DEFINITIONS

103.1 CITY means the City of Charlottesville, Virginia, a municipal corporation of the Commonwealth of Virginia, acting through its authorized agents.

103.2 COMPANY means MCI Communications Services LLC., including its permitted successors and assigns.

103.3 DIRECTOR means the Director of Public Works for the City of Charlottesville.

103.4 FACILITY means any tangible asset in the Public Rights-of-Way required to provide utility service within the scope of this Ordinance as stated in Section 101, above.

103.5 HOLDOVER PERIOD means the period between the termination or expiration of the franchise and the date provided in Sections 1104 and 1401.

103.6 PATCH means a method of pavement replacement that is temporary in nature.

103.7 PAVEMENT means any type of improved surface that is within the Public Rights-of-Way including but not limited to any improved surface constructed with bricks, pavers, bituminous, concrete, aggregate, or gravel or some combination thereof.

103.8 PUBLIC RIGHTS-OF-WAY or PROW means the area on, below, or above a public roadway, highway, street, cartway, bicycle lane, and public sidewalk in which the City has an interest, including other dedicated rights-of-way for travel purposes and utility easements belonging to the City (to the extent that they provide for third party usage), paved or otherwise. This definition does not include a state highway system regulated pursuant to the direction of the Commonwealth Transportation Board. This definition does not include any City-owned buildings or structures except those integral to a public street or road such as a bridge or viaduct.

ARTICLE II - INSTALLATION

SECTION 201 INITIAL INSTALLATION

After the effective date of this Ordinance, the Company's initial installation of Facilities must be in strict compliance with the approved PROW Plan for the Facilities, a copy of which shall be maintained by the Director within a file within the Department of Public Works. Any additional installation of equipment, lines, cables or other Facilities shall be underground unless it shall be determined by the Director as set forth in Article III that it is not feasible to do so.

SECTION 202 SUBSEQUENT INSTALLATION

202.1 SUBSEQUENT INSTALLATION MADE PURSUANT TO AN APPROVED PROW PLAN:

Additional Facilities installed within the PROW may be placed overhead or underground pursuant to an approved request by the Company made pursuant to Article III, and in accordance with such generally applicable ordinances or regulations governing such installations that have been adopted by the City from time to time.

202.2 GENERAL PREFERENCE FOR UNDERGROUND FACILITIES: As a matter of policy, the City prefers that the installation of any Facility within the PROW occur underground. Notwithstanding this preference, the City recognizes that in some circumstances the placement of Facilities underground may not be appropriate. Any additional installation of lines, cable, equipment or other Facilities shall be underground unless it shall be determined by the Director, pursuant to Article III, that it is not feasible to do so.

202.3 INSTALLATION OF OVERHEAD FACILITIES: Where a subsequent PROW Plan is approved for overhead installation, the Company shall use its existing Facilities, or those of another utility where available. If the PROW Plan calls for overhead installation and existing Facilities cannot accommodate the proposed installation, the Company will clearly indicate in the PROW Plan its intended placement of new Facilities for the Director's review and consideration pursuant to Article III.

202.4 FUTURE ORDINANCES: Nothing herein shall be construed to limit the authority of the city to adopt an ordinance that will restrict the placement of overhead lines for all utilities using the PROW within a defined area of the City.

202.5 CONDITIONS FOR RELOCATING UNDERGROUND: The Company agrees that if, at some future time, the telephone and other utility lines on the posts, poles, and other overhead apparatus upon which the Company has placed some or all of its Facilities in the City's PROWs are relocated underground, the Company will also, at such time, relocate its Facilities on those posts, poles, and other overhead apparatus underground at its expense. Notwithstanding the foregoing, the City shall reimburse Company for any such relocation expense to the extent that such reimbursement is required by and available under Section 56-468.2 of the Code of Virginia, or other applicable law.

SECTION 203 INSPECTION BY THE CITY

The Company shall make the work-site available to the City and to all others as authorized by law for inspection at all reasonable times, during the execution of, and upon completion of, all work conducted pursuant to this Ordinance.

SECTION 204 AUTHORITY OF THE CITY TO ORDER CESSATION OF WORK

At the time of inspection, or any other time as necessary, the City may order the immediate cessation and correction of any work within the Public Rights-of-Way which poses a serious threat to the life, health, safety or wellbeing of the public.

SECTION 205 LOCATION OF FACILITIES

The Company may not place or install any Facilities within the Public Rights-of-Way pursuant to this Ordinance so as to endanger or interfere with public travel or the ordinary use of, or the safety and convenience of persons traveling through, on, or over, the Public Rights-of-Way within the City of Charlottesville.

SECTION 206 OBSTRUCTION OF THE PROW

The Company may not obstruct the PROW except as clearly specified within an approved PROW plan.

206.1 REMOVAL OF OBSTRUCTIONS: Upon notification from the City, or an entity that has an Attachment Agreement, the Company shall remove any of its Facilities installed in the PROW contrary to an approved PROW Plan within forty-five (45) days of receipt of the notification. If the Company has not removed its obstruction(s) from the PROW within forty-five (45) days of receipt of the notification, the City shall assess the Company a fee of five hundred dollars (\$500) per day the Company has failed to remove the Facility installed in the PROW contrary to an approved PROW Plan. The City, in its sole and absolute discretion, may also remove said offending Facility. In such event, the Company shall pay to the City its reasonable removal costs within thirty (30) days after the City issues a bill for the removal, in addition to the five hundred dollars (\$500) per day fee, such billing to be accompanied by an itemized statement of the City's reasonable costs. If payment is not received by the City within the thirty (30) day period, the City may collect the costs in any manner authorized by law. Reasonable costs may include, but are not limited to administrative overhead, mobilization, material, labor, and equipment related to removing the obstruction.

206.2 NO OBSTRUCTION OF WATER: The Company shall not obstruct the natural free and clear passage of water through gutters, culverts, ditches, tiles, or other waterways.

206.3 PARKING, LOADING AND UNLOADING OF VEHICLES SHALL NOT OBSTRUCT THE PROW: Private vehicles of those doing work for the Company in the PROW must be parked in a manner that conforms to the City's applicable parking regulations. The loading or unloading of trucks must be done in a manner that will not obstruct normal traffic within the PROW or jeopardize the safety of the public who use the PROW.

ARTICLE III - ADMINISTRATION

SECTION 301 ADMINISTRATION OF THE PUBLIC RIGHTS OF WAY

The Director is the principal City official responsible for the administration of this Ordinance granting a franchise to the Company and any of its PROW Plans. The Director may delegate any or all of the duties hereunder to another City employee.

SECTION 302 SUBMISSION OF PROW PLAN

At least thirty (30) days before beginning any installation, removal or relocation of underground or overhead Facilities, the Company shall submit a detailed PROW Plan of the proposed action to the Director for review and approval.

The Director may also require submission of a PROW Plan to coordinate with any upcoming City project. The Director will identify to Company the area, scope, and planned timeline of the project. The Company cannot perform any work in the project area except in compliance with the PROW Plan or with the advance written consent of the Director for one year after actual completion of the City project.

The City will not accept any PROW Plan for work to be done during the Holdover Period.

SECTION 303 GOOD CAUSE EXCEPTION

303.1 WAIVER: The Director, in his or her sole and absolute discretion, is authorized to waive the thirty (30) day requirement in Section 302 for good cause shown.

303.2 EMERGENCY WORK: The Company shall immediately notify the Director of any event regarding its facilities that it considers to be an emergency. The Company will proceed to take whatever actions are necessary to respond to the emergency, or as directed by the Director.

If the City becomes aware of an emergency regarding the Company's facilities, the City will attempt to contact the Company's emergency representative as indicated in Section 1202. In any event, the City shall take whatever action is deemed necessary by the Director to make an appropriate and reasonable response to the emergency. The costs associated with the City's response shall be borne by the entity whose facilities occasioned the emergency.

SECTION 304 DECISION ON PROW PLAN BY THE DIRECTOR

304.1 DECISION: The Director must, within forty-five (45) days, either approve the Company's plans for proposed action as described in Section 302 or inform the Company by written explanation of the reasons for disapproval and the actions required to cure disapproval. The Company must designate a responsible contact person with whom officials of the Department of Public Works can communicate on all matters relating to equipment installation and maintenance.

304.2 APPEAL: Upon written request within thirty (30) days of the Director's decision, the Company may have the denial of a PROW Plan reviewed by the City Manager. The City Manager will schedule its review of the Director's decision within forty-five (45) days of receipt of such a request. A decision by the City Manager will be in writing and supported by written findings establishing the reasonableness of its decision. The decision of the City Manager is final.

SECTION 305 MAPPING DATA

Immediately after each installation or placement of a Facility within the PROW, the Company shall provide to the City such information as the Director may require documenting the location and elevation of the Facility, including but not limited to:

- (a) location and elevation of the mains, cables, conduits, switches, and related equipment and other Facilities owned by the Company located in the PROW, with the location based on (i) offsets from property lines, distances from the centerline of the Public Rights-of-Way, and curb lines; (ii) coordinates derived from the coordinate system being used by the City; or (iii) any other system agreed upon by the Company and the City;
- (b) the outer dimensions of such Facilities; and
- (c) a description and location of above-ground appurtenances.

ARTICLE IV - STANDARDS

SECTION 401 COMPLIANCE WITH ALL LAW AND REGULATIONS; QUALITY OF WORK

Obtaining this franchise shall in no way relieve the Company of its duties to obtain all other necessary permits, licenses, and authority and to pay all fees required by any applicable state or federal rule, law or regulation. The Company shall comply with and fulfill all generally applicable laws and regulations, including ordinances, regulations and requirements of the City, regarding excavations and any other work in or affecting the Public Rights-of-Way. The Company shall perform all work in conformance with all applicable codes and established rules and regulations, and it is responsible for all work conducted by the Company or another entity or

person acting on its behalf pursuant to this Ordinance in the Public Rights-of-Way. The Company shall install only such equipment as meets industry standards and shall perform all work to industry standards of quality and skill.

ARTICLE V – ALTERATIONS TO THE PROW

SECTION 501 RELOCATION OF COMPANY FACILITIES WITHIN THE PUBLIC RIGHTS-OF WAY

Upon written notice from the Director of a planned and authorized improvement or alteration of City sidewalks, streets or other property, or of a proposed relocation of any City-owned utilities that necessitate relocation of some or all of the Facilities owned by the Company and lines to accommodate same, or of the City's intent to close or vacate any Public Right-of-Way, the Company shall relocate at its own expense any such Facilities within one hundred eighty (180) days of receipt of the notice. At Company's request, the City may consent to a longer period, such consent not to be unreasonably or discriminatorily withheld, conditioned or delayed. Notwithstanding the foregoing, the City shall reimburse Company for any such relocation expense to the extent that such reimbursement is required by Section 56-468.2 of the Code of Virginia, or other applicable law. If the City requests relocation on behalf of any third party, the Company will give notice to the City of the cost for the relocation within a reasonable time not to exceed 30 days, and the third party will have the sole responsibility to the Company for the cost of the relocation. Upon receipt of payment, the Company will promptly undertake and diligently pursue to completion any relocation under this Section 501.

SECTION 502 RIGHTS-OF-WAY PATCHING AND RESTORATION

502.1 RESTORATION STANDARD: In accordance with an approved PROW Plan, the Company may disturb or damage the Public Rights-of-Way. The Director has the authority to determine the manner and extent of the restoration of the Public Rights-of-Way, and may do so in written procedures of general application or on a case-by-case basis. In exercising this authority, the Director will consult with any state or federal standards for rights-of-way restoration and shall be further guided by the following considerations:

- (a) the number, size, depth and duration of the excavations, disruptions or damage to the Public Rights-of-Way;
- (b) the volume and speed of traffic carried by the Public Rights-of-Way and the character of the neighborhood surrounding the Public Rights-of-Way;
- (c) the pre-excavation condition of the Public Rights-of-Way and its remaining life expectancy;
- (d) the relative cost of the method of restoration to the Company balanced against the prevention of an accelerated deterioration of the Public Rights-of-Way resulting from the excavation, disturbance or damage to the Public Rights-of-Way; and

- (e) the likelihood that the particular method of restoration would be effective in slowing the depreciation of the Public Rights-of-Way that would otherwise take place.

502.2 TEMPORARY SURFACING: The Company shall perform temporary surfacing patching and restoration including backfill, compaction, and landscaping according to standards determined by, and with the materials determined by, the Director.

502.3 TIMING: After any excavation by the Company pursuant to this Ordinance, the patching and restoration of the Public Rights-of-Way must be completed promptly and in a manner determined by the Director.

502.4 GUARANTEES: The Company guarantees its restoration work and shall maintain it for twenty-four (24) months following its completion. The previous statement notwithstanding, the Company will guarantee and maintain plantings and turf for twelve (12) months. During these maintenance periods, the Company shall, upon notification by the City, correct all restoration work to the extent necessary, using the method determined by the Director. Such work shall be completed after receipt of notice from the Director, within a reasonably prompt period, with consideration given for days during which work cannot be done because of circumstances constituting force majeure. Notwithstanding the foregoing, the Company's guarantees set forth hereunder concerning restoration and maintenance shall not apply to the extent another company, franchisee, licensee, permittee, other entity or person, or the City disturbs or damages the same area, or a portion thereof, of the Public Rights-of-Way.

502.5 DUTY TO CORRECT DEFECTS: The Company shall correct defects in patching or restoration performed by it or its agents. Upon notification from the City, the Company shall correct all restoration work to the extent necessary, using the method determined by the Director. Such work shall be completed after receipt of the notice from the Director within a reasonably prompt period, with consideration given for days during which work cannot be done because of circumstances constituting force majeure.

502.6 FAILURE TO RESTORE: If the Company fails to restore the Public Rights-of-Way in the manner and to the condition required by the Director pursuant to Section 502.5, or fails to satisfactorily and timely complete all restoration required by the Director pursuant to this Article V, the City shall notify the Company in writing of the specific alleged failure or failures and shall allow the Company at least ten (10) days from receipt of the notice to cure the failure or failures, or to respond with a Plan to cure. In the event that the Company fails to cure, or fails to respond to the City's notice as provided above, the City may, at its election, perform the necessary work and the Company shall pay to the City its reasonable costs for such restoration within thirty (30) days of issuance of a bill by the City; such bill will be accompanied by an itemized statement of the City's reasonable costs. If payment is not received by the City within the thirty (30) day period, the City may collect the costs in any manner authorized by law. Reasonable costs may include,

but are not limited to, administrative overhead, mobilization, material, labor, and equipment related to such restoration.

502.7 DAMAGE TO OTHER FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY: The Company shall be responsible for the cost of repairing any Facilities existing within the Public Rights-of-Way that it or the Facilities owned by the Company damage. If the Company damages the City's Facilities within the Public Rights-of-Way, such as, but not limited to, culverts, road surfaces, curbs and gutters, or tile lines, the Company shall correct the damage within a prompt period after receiving written notification from the City. If the Company does not correct the City's damaged Facilities pursuant to the foregoing, the City may make such repairs as necessary and charge all of the reasonable costs of such repairs within thirty (30) days of billing accompanied by an itemized statement of the City's reasonable costs. If payment is not received by the City within such thirty (30) day period, the City Attorney may collect the costs in any manner authorized by law. Reasonable costs may include, but are not limited to, administrative overhead, mobilization, material, labor, and equipment related to such repair.

502.8 DIRECTOR'S STANDARD: All determinations to be made by the Director with respect to the manner and extent of restoration, patching, repairing and similar activities under the franchise granted by this Ordinance, shall be reasonable and shall not be unreasonably conditioned, withheld, or delayed. The Company may request additional time to complete restoration, patching, repair, or other similar work as required under the franchise granted by this Ordinance, and the Director shall not unreasonably withhold, condition, or delay consent to such requests.

ARTICLE VI - LIABILITY

SECTION 601 INDEMNIFICATION AND LIABILITY

601.1 SCOPE OF INDEMNIFICATION: Subject to the following, the Company agrees and binds itself to defend, indemnify, keep and hold the City, City Council members, officials and its employees free and harmless from liability on account of injury or damage to persons, firms or corporations or property growing out of or directly or indirectly resulting from:

- (a) the Company's use of the Public Rights-of-Way pursuant to the franchise granted by this Ordinance;
- (b) the acquisition, erection, installation, maintenance, repair, operation and use of any poles, wires, cables, conduits, lines, manholes, facilities and equipment by the Company, its authorized agents, subagents, employees, contractors or subcontractors; or
- (c) the exercise of any right granted by or under the franchise granted by this Ordinance or the failure, refusal or neglect of the Company to perform any duty

imposed upon or assumed by the Company by or under the franchise granted by this Ordinance.

601.2 DUTY TO INDEMNIFY, DEFEND AND HOLD HARMLESS: If a suit arising out of subsection (a), (b), (c) of Section 601.1, claiming such injury, death, or damage shall be brought or threatened against the City, its officers, or employees, either independently or jointly with the Company, the Company will defend, indemnify and hold the City harmless in any such suit, at the cost of the Company, provided that the City promptly provides written notice of the commencement or threatened commencement of the action or proceeding involving a claim in respect of which the City will seek indemnification hereunder. The Company shall be entitled to have sole control over the defense through counsel of its own choosing and over settlement of such claim provided that the Company must obtain the prior written approval of City of any settlement of such claims against the City, which approval shall not be unreasonably withheld or delayed more than thirty (30) days. If, in such a suit, a final judgment is obtained against the City, its officers, or employees, either independently or jointly with the Company, the Company will pay the judgment, including all reasonable attorney's fees and other costs, and will hold the City harmless therefrom.

SECTION 602 WAIVER BY THE CITY

The City waives the applicability of these indemnification provisions with respect to the claim at issue as of the date that the City:

- (a) elects to conduct its own defense against such claim; or
- (b) fails to give notice to the Company within thirty (30) days of any such claim such that the Company's ability to defend against such claim is compromised; or
- (c) denies approval of a complete settlement of such claim for which the Company seeks approval; or
- (d) fails to approve or deny a settlement of such claim within thirty (30) days of the Company seeking approval of such settlement.

SECTION 603 INSURANCE

603.1 The Company shall also maintain in force; (i) commercial general liability insurance with limits of \$2,000,000 per occurrence for bodily injury (including death) and property damage and \$2,000,000 general aggregate including premises-operations, personal and advertising injury, products/completed operations and coverage for explosion, collapse and underground hazards, covering claims or incidents arising out of or resulting from the operations under this Agreement and; (ii) commercial automobile liability insurance in the amount of \$2,000,000 combined single limit each accident for bodily injury and property damage covering all owned, non-owned and hired vehicles; and (iii) workers

compensation insurance in compliance with the statutory requirements of the state(s) of operation and employer's liability with limits of \$1,000,000 for each accident/disease/policy limit.

All required insurance will be issued by an insurance company licensed, authorized or permitted to conduct business in the State of Virginia, or a form of self-insurance;

Upon receipt of notice from its insurer(s), the Company shall provide the City Attorney with thirty (30) days' prior written notice of cancellation of any required coverage:

The commercial general liability and commercial automobile liability policies shall include the City as an additional insured as their interest may appear under this Agreement and the Company shall provide the City Attorney with a certificate of insurance as evidence of such coverage upon execution of this Franchise Ordinance in a form reasonably acceptable to the City Attorney.

603.2 The Company shall require all contractors and subcontractors to obtain and maintain substantially the same insurance as required of the Company with limits commensurate with the work or service to be provided.

SECTION 604 NEGLIGENCE AND INTENTIONAL ACTS

Nothing herein contained shall be construed to render the Company liable for or obligated to indemnify the City, its agents, or employees, for the negligence or intentional acts of the City, its Council members, its agents or employees, or a permittee of the City.

ARTICLE VII – GUARANTEES OF PERFORMANCE

SECTION 701 GENERAL REQUIREMENT OF A PERFORMANCE BOND

Prior to the Effective Date of this Ordinance, the Company has deposited with the City a Performance Bond made payable to the city in the amount of twenty-five thousand dollars (\$25,000). The bond must be written by a corporate surety acceptable to the City and authorized to do business in the Commonwealth of Virginia. The Performance Bond must be maintained at this amount through the term of this Franchise Ordinance. Whenever the City calls upon the Performance Bond, the Company will take whatever steps are necessary to replenish the amount available to be called upon under the Performance Bond within ten (10) days of notice from the City regarding same.

SECTION 702 CHANGED AMOUNT OF THE PERFORMANCE BOND

At any time during the Term, the City may, acting reasonably, require or permit the Company to change the amount of the Performance Bond if the City finds that new risk or other factors exist that reasonably necessitate or justify a change in the amount of the Performance Bond. Such new factors may include, but not be limited to, such matters as:

- (a) material changes in the net worth of the Company;
- (b) changes in the identity of the Company that would require the prior written consent of the City;
- (c) material changes in the amount and location of Facilities owned by the Company;
- (d) the Company's recent record of compliance with the terms and conditions of this Ordinance; and
- (e) material changes in the amount and nature of construction or other activities to be performed by the Company pursuant to this Ordinance.

SECTION 703 PURPOSE OF PERFORMANCE BOND

The Performance Bond shall serve as security for:

- (a) the faithful performance by the Company of all terms, conditions and obligations of this Ordinance;
- (b) any expenditure, damage or loss incurred by the City occasioned by the Company's failure to comply with all rules, regulations, orders, permits and other directives of the City issued pursuant to this Ordinance;
- (c) payment of costs or compensation required by this Ordinance;
- (d) the payment of premiums for the liability insurance required pursuant to this Ordinance;
- (e) the removal of Facilities owned by the Company from the Streets at the termination of the Ordinance, at the election of the City, pursuant to this Ordinance;
- (f) any loss or damage to the Streets or any property of the City during the installation, operation, upgrade, repair or removal of Facilities by the Company;
- (g) the payment of any other amounts that become due to the City pursuant to this Ordinance or law;
- (h) the timely renewal of any corporate surety bond that constitutes the Performance Bond; and

- (i) any other costs, loss or damage incurred by the City as a result of the Company's failure to perform its obligations pursuant to this Ordinance.

SECTION 704 FEES OR PENALTIES FOR VIOLATIONS OF THE ORDINANCE

704.1 FEE OR PENALTY: The Company shall be subject to a fee or a penalty for violation of this Ordinance as provided for in applicable law.

704.2 APPEAL: The Company may, upon written request within thirty (30) days of the City's decision to assess a fee or penalty and for reasons of good cause, ask the City to reconsider its imposition of a fee or penalty pursuant to this Ordinance unless another period is provided for in applicable law. The City Engineer or designee shall schedule a review of such request to be held within forty-five (45) days of receipt of such request from the Company. The City's decision on the Company's appeal shall be in writing and supported by written findings establishing the reasonableness of the City's decision. During the pendency of the appeal before the City or any subsequent appeal thereafter, the Company shall place any such fee or penalty in an interest-bearing escrow account. Nothing herein shall limit the Company's right to challenge such assessment or the City's decision on appeal, in a court of competent jurisdiction.

ARTICLE VIII – REQUIRED PAYMENTS

SECTION 801 COMPENSATION/PROW USE FEE.

The City reserves the right to impose at any time on the Company consistent with Section 253(c) of the Communications Act of 1934, as amended:

- (a) a PROW Use Fee in accordance with Section 56-468.1(G) of the Code of Virginia, and/or
- (b) any other fee or payment that the City may lawfully impose for the occupation and use of the Streets.

The Company shall be obligated to remit the PROW Use Fee and any other lawful fee enacted by the City, so long as the City provides the Company and all other affected certificated providers of local exchange telephone service appropriate notice of the PROW Use Fee as required by Section 56-468.1(G) of the Code of Virginia. If the PROW Use Fee is eliminated, discontinued, preempted or otherwise is declared or becomes invalid, the Company and the City shall negotiate in good faith to determine fair and reasonable compensation to the City for use of the Streets by the Company for Facilities.

SECTION 802 RESERVED

SECTION 803 NO CREDITS OR DEDUCTIONS

The compensation and other payments to be made pursuant to Article VIII: (a) shall not be deemed to be in the nature of a tax, and (b) except as may be otherwise provided by Section 56-468.1 of the Code of Virginia, shall be in addition to any and all taxes or other fees or charges that the Company shall be required to pay to the City or to any state or federal agency or authority, all of which shall be separate and distinct obligations of the Company.

SECTION 804 REMITTANCE OF COMPENSATION/LATE PAYMENTS, INTEREST ON LATE PAYMENTS

(1) If any payment required by this Ordinance is not actually received by the City on or before the applicable date fixed in this Ordinance, or (2), in the event the City adopts an ordinance imposing a PROW Use Fee, if such Fee has been received by the Company from its customers, and has not been actually received by the City on or before the applicable date fixed in this Ordinance or thirty (30) days after receipt of the PROW Use Fee from its customers, whichever is later, then the Company shall pay interest thereon, to the extent permitted by law, from the due date to the date paid at a rate equal to the rate of interest then charged by the City for late payments of real estate taxes.

ARTICLE IX – ENFORCEMENT AND INTERPRETATION

SECTION 901 ENFORCEMENT; RESERVATION OF ALL RIGHTS AND POWERS

The City may enforce the terms of this Ordinance by any lawful means in its sole and absolute discretion, and the selection of a particular method of enforcement shall not preclude the City from using another method in relation to the same enforcement action or another enforcement action. In addition to any methods of enforcement granted by general law, the City reserves the remedy of self-help, including the right to remove, correct, or relocate any unsafe Facility belonging to the Company. In any litigation arising out of the City's enforcement of this Ordinance, the City may recover its reasonable attorney's fees if it prevails in the litigation.

The City reserves the right by ordinance or resolution to establish any reasonable regulations for the convenience, safety, health and protection of its inhabitants under its police powers, consistent with state and federal law. The rights herein granted are subject to the exercise of such police powers as the same now are or may hereafter be conferred upon the City. Without limitation as to the generality of the foregoing the City reserves the full scope of its power to require by ordinance substitution of underground service for overhead service, or the transfer of overhead service from the front to the rear of property whenever reasonable in all areas in the City and with such contributions or at such rates as may be allowed by law.

Notwithstanding anything herein to the contrary, nothing herein shall be construed to extend, limit or otherwise modify the authority of the City preserved under Sections 253 (b) and (c) of the Communications Act of 1934, as amended. Nothing herein shall be construed to limit, modify, abridge or extend the rights of the Company under the Communications Act of 1934, as amended.

SECTION 902 SEVERABILITY

If any portion of this Ordinance is for any reason held to be invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

ARTICLE X - MAINTENANCE

SECTION 1001 MAINTENANCE OBLIGATION

The Company will maintain the poles, wires, cable, conduits, lines, manholes, equipment and other Facilities it owns within the City's PROW in good order and operating condition throughout the term of the franchise granted by this Ordinance. Upon notice from the City, the Company will promptly repair, replace or remove any Facilities not in good order or not in operating condition.

SECTION 1002 TREE TRIMMING

Should the Company install any overhead lines, it shall have the authority to trim trees upon or overhanging the streets, alleys, walkways or Public Rights-of-Way to prevent the branches of such trees from interfering with its lines or other Facilities. However, all such trimmings shall be performed in a safe and orderly manner under the general direction of the Director of Public Works or his or her designee and in compliance with the pruning standards of the National Arborists Association as currently in effect.

ARTICLE XI - TERM

SECTION 1101 INITIAL TERM OF FRANCHISE

The term of the franchise granted by this Ordinance shall be for a period of five (5) years from the effective date of this Ordinance.

SECTION 1102 APPLICATION FOR NEW FRANCHISE

If the Company wishes to maintain its equipment within the City and to continue the operation of the system beyond the term of the franchise granted by this Ordinance, it shall give written notice to the City at least one hundred twenty (120) days before expiration of the franchise granted by this Ordinance, stating that it wishes to apply for a new franchise. Such application shall include a report of the location of the Facilities owned by the Company within the City's PROW, and a statement as to whether the Company has complied with the provisions of this Ordinance.

SECTION 1103 HOLDOVER PERIOD; OPERATION OF FACILITIES OWNED BY THE COMPANY WHILE RENEWAL IS PENDING

Upon a timely request by the Company prior to the expiration of its initial franchise, the Company shall be permitted to continue operations of the Facilities owned by the Company within the City under the terms of the franchise granted by this Ordinance until the City acts upon the Company's request or as otherwise provided in Section 1401 of this Ordinance. Nothing herein shall be construed to grant the Company a perpetual franchise interest.

During the Holdover Period, the Company will abide by all its obligations under this Ordinance as if it remained in effect.

SECTION 1104 MODIFICATION

This Ordinance may be modified by the parties during performance, but no modification shall be valid or enforceable unless in writing and signed by each of the parties hereto.

ARTICLE XII – INFORMATION SHARING

SECTION 1201 NOTICE

All notices, except for in cases of emergencies, required pursuant to the franchise granted by this Ordinance shall be in writing and shall be mailed or delivered to the following address:

To the Company:

MCI Communications Services LLC
Attn: Franchise Manager
600 Hidden Ridge
Irving, TX 75038

To the City:

City of Charlottesville
Attn: City Manager
605 East Main Street
Charlottesville, VA 22902

Copy To

Verizon Legal Department
Attn Network Legal Team
1300I Street, NW, 5th Floor
Washington DC, 20005

All correspondences shall be by registered mail, certified mail or regular mail with return receipt requested; and shall be deemed delivered when received or refused by the addressee. Each Party may change its address above by like notice.

SECTION 1202 EMERGENCY NOTIFICATION

Notices required pursuant to Section 303.2 shall be made orally and email to the following:

To the Company:	To the City:
Verizon Network Operations Centre 800-624-9675 Associate Director VZB OSP Northeast Adam Rice Cell: (571) 220-8978 Email: adam.rice@verizon.com	Gas Dispatchers (434) 970-3800 (office) Emergency (434)293-9164 (leaks) Steven Hicks Director of Public Works (434) 970-3703 (office) hicks@charlottesville.gov

SECTION 1203 REGISTRATION OF DATA

The Company, including any sub-leasee or assigns, must keep on record with the City the following information:

- (a) Name, address and e-mail address if applicable, and telephone number;
- (b) Name, address and e-mail address if applicable, and telephone number of a local representative available for consultation at all times. This information must include how to contact the local representative in an emergency; and
- (c) A certificate of insurance as required under Article VI, Section 603 of this Franchise Ordinance, and a copy of the insurance policy.

The Company shall update all of the above information with the City within fifteen (15) days following its knowledge of any change.

ARTICLE XIII - TERMINATION

SECTION 1301 TERMINATION OF FRANCHISE

The franchise granted by this Ordinance may be terminated:

- (a) by the Company, at its election and without cause, by written notice to the City at least sixty (60) days prior to the effective date of such termination; or
- (b) by either the Company or the City, after thirty (30) days written notice to the other party of the occurrence or existence of a default of the franchise granted by this Ordinance, if the defaulting party fails to cure or commence good faith efforts to cure, such default within sixty (60) days after delivery of such notice.

Notwithstanding the provisions of this Section, the terms and conditions of the franchise granted by this Ordinance pertaining to indemnification shall survive a termination under this Section.

ARTICLE XIV – DISPOSITION OF FACILITIES UPON TERMINATION

SECTION 1401 REMOVAL OF FACILITIES FROM THE PUBLIC RIGHTS-OF-WAY

The Company shall remove all Facilities owned by the Company from the streets, alleys and public places of the City at the expense of the Company within six (6) months after the termination, abandonment, or expiration of this franchise granted by this Ordinance, or by such reasonable time to be prescribed by the City Council, whichever is later. No such removal will be required while any renewal requests as provided for in Section 1102 and Section 1103, are pending before the City. If such renewal request is denied, the six (6) month period provided above shall commence on the date of denial or expiration, whichever is later. The City reserves the right to waive this requirement, as provided for in Section 1402 herein. The City shall grant the Company access to the Public Rights-of-Way in order to remove its Facilities owned by the Company pursuant to this paragraph.

SECTION 1402 ABANDONMENT OF FACILITIES OWNED BY THE COMPANY IN THE PUBLIC RIGHTS-OF-WAY

The Facilities owned by the Company may be abandoned without removal upon request by the Company and approval by the City. This Section survives the expiration or termination of this franchise granted by this Ordinance.

ARTICLE XV – ASSIGNMENT AND LEASING

SECTION 1501 PRIOR WRITTEN CONSENT FOR ASSIGNMENT

The franchise granted by this Ordinance shall not be assigned or transferred without the express written approval of the City, which shall not be unreasonably or discriminatorily conditioned, withheld or delayed. The City will not approve of a transfer to any entity that is not properly authorized to do business in the Commonwealth of Virginia or not authorized or equipped to carry on the business contemplated by this Ordinance. As a condition of approval of a transfer,

the City may require that the transferee accept liability for any known or unknown claims against the Company arising under this Ordinance.

In addition, nothing in this Ordinance shall be construed to require the Company to obtain approval from the City in order to lease any Facilities owned by the Company or any portion thereof in, on, or above the PROW, or grant an indefeasible right of use (“IRU”) in the Facilities owned by the Company, or any portion thereof, to any entity or person. The lease or grant of an IRU in such Facilities owned by the Company, or any portion or combination thereof, shall not be construed as the assignment or transfer of any franchise rights granted under this Ordinance. Any lease or IRU granted by the Company terminates upon the termination of the Franchise or the expiration of any grace period provided under Section 1401.

SECTION 1502 SUCCESSORS AND ASSIGNS

Notwithstanding Section 1501, the Company may assign, transfer, or sublet its rights, without the consent of the City, to any person or entity that controls, is controlled by or is under common control with the Company, any company or entity with which or into which the Company may merge or consolidate, or to any lender of the Company, contingent upon the Company’s providing the City notice of the action prior to enactment. Any successor(s) of the Company shall be entitled to all rights and privileges of this franchise granted by this Ordinance and shall be subject to all the provisions, obligations, stipulations and penalties herein prescribed.

ARTICLE XVI - NONEXCLUSIVITY

SECTION 1601 NONEXCLUSIVE FRANCHISE

Nothing in the franchise granted by this Ordinance shall be construed to mean that this is an exclusive franchise, as the City Council reserves the right to grant additional franchises to other parties.

ARTICLE XVII – WAIVERS GENERALLY

SECTION 1701 ALL WAIVERS IN WRITING AND EXECUTED BY THE PARTIES

Any waiver of the franchise granted by this Ordinance or any of its provisions shall be effective and binding upon the Parties only if it is made in writing and duly signed by the Parties.

SECTION 1702 NO CONSTRUCTIVE WAIVER RECOGNIZED

If either Party fails to enforce any right or remedy available under the franchise granted by this Ordinance, that failure shall not be construed as a waiver of any right or remedy with respect to any breach or failure by the other Party. Nothing herein shall be construed as a waiver of any

rights, privileges or obligations of the City or the Company, nor constitute a waiver of any remedies available at equity or at law. No acceptance by the City of any payment by the Company will be considered an accord and satisfaction of disputed claims or debts unless the City provides written agreement that such payment constitutes accord and satisfaction.

ARTICLE XVIII - NONDISCRIMINATION

SECTION 1801 NO DISCRIMINATION

The Company's rights, privileges and obligations under the franchise granted by this Ordinance shall be no less favorable than those granted by the City to and shall not be interpreted by the City in a less favorable manner with respect to any other similarly situated entity or person or user of the City's Public Rights-of-Way.

ARTICLE XIX – INABILITY TO PERFORM

SECTION 1901 FORCE MAJEURE

Neither the Company nor the City shall be liable for any delay or failure in performance of any part of the franchise granted by this Ordinance from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions.

ARTICLE XX

SECTION 2001 EFFECTIVE DATE

This Ordinance shall be effective upon its passage.

Adopted by the Council of the City of Charlottesville on the ____ day of _____, 2025.

Clerk of Council

ACCEPTED: The franchise granted by this Ordinance is accepted, and the Company agrees to be bound by its terms and conditions.

**MCI COMMUNICATIONS
SERVICES LLC**

By: _____

Its: _____

Date _____

Policy Briefing Summary

City Council



Regarding:	Ordinance Amending City Code Section 2-38 — Organizational meeting (1 of 2 readings)
Staff Contact(s):	Kyna Thomas, Clerk of Council
Presenter:	Kyna Thomas, Clerk of Council
Date of Proposed Action:	December 1, 2025

Issue

Aligning the City Council organizational meeting to coincide with the first regular meeting held in January following an election

Background / Rule

Section 2-38 of the City Code of the City of Charlottesville ("the City Code") provides that the City Council must meet for organization on the first day of January after the election of its members, unless that day is a holiday or a Sunday.

Analysis

The City Council holds regular meetings on the first and third Mondays of every month and wishes to amend the City Code so that the organizational meeting will coincide with the first regular meeting held in January following an election.

Financial Impact

n/a

Recommendation

Waiver of second reading with 4/5 affirmative vote

Recommended Motion (if Applicable)

"I move adoption of the ordinance amending City Code Section 2-38."

Attachments

1. Ordinance Amending Sec 2-38 of the City Code



ORDINANCE #O-__-__
Amending City Code Section 2-38 - Organizational meeting

WHEREAS Section 2-38 of the City Code of the City of Charlottesville (“the City Code”) provides that the City Council must meet for organization on the first day of January after the election of its members, unless that day is a holiday or a Sunday; and

WHEREAS the City Council holds regular meetings on the first and third Monday of every month; and

WHEREAS the City Council wishes to amend the ordinance such that the organizational meeting will coincide with the first regular meeting held in January following an election.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Charlottesville, Virginia, that

Section 2-38 of the City Code of the City of Charlottesville is hereby repealed and replaced with the following:

Sec. 2-38. Organizational Meeting

(a) The City Council shall meet for organization during its first regular meeting held in January after the election of its members. In case of unavoidable absence from such meeting of any member elect, a special meeting may be called from time to time as the Council may deem proper.

(b) Subsection (a) notwithstanding, a special meeting of the City Council may be held for the purpose of organization on or after the first day of January but prior to the first regular meeting in January when called by the mayor or requested by two or more members of the Council in accord with Virginia law governing special meetings.

Date Introduced: December 1, 2025

Date Adopted:

Certified: _____
Clerk of Council



City Manager's Report

*Offices of the City Manager
Elected & Appointed Officials*

12-1-2025

City Manager – Sam Sanders (he/him)

- Signed the HOME-ARP Agreement with TJPDC which provides \$570,000 to PHA for the construction of three affordable housing units on the Park Street property.
- CPD hosted another successful Gun Buyback event, getting 58 guns off the street. Thank you to Pastor Edwards and Mt. Zion Church for their partnership.
- November 11 ECC Board Meeting:
 - Approved the Org Chart update to confirm the reporting structure of this regional entity serving the City, County, and university.
 - Received an up on the current public safety software used to support operations and to maintain connections to partner agencies.
 - Approved a project to update the Bylaws that governs board operations.
 - Received a regional emergency management update on how the jurisdictions work together; also talked about our communications platforms and how to engage more members of the public.
 - Agreed to also initiate, review, and update of the Joint Powers Agreement that established the ECC; will be a separate effort from the Bylaws update.
- November 24 CHO Airport Authority:
 - Revenue is up so far this year.
 - CHO is hiring!
 - Looking to participate in local Job Fair events.
 - Connecting with PVCC's Network to Work for filling critical vacancies.
 - Currently parking attendants are the hard-to-fill positions.
 - Director shared a report on how CHO's Help HUB was used to assist TSA workers who continued to report to work although unpaid during the shutdown.
 - Discussed the opportunity for CHO that arises from the large biotech investments coming to this region (1400 jobs).
- November 18 Rivanna Solid Waste Authority and Rivanna Water & Sewer Authority:
 - Recognition of Jim Andrews and Brian Pinkston for service on the Board of Directors as they each leave their seats on City Council and Board of Supervisors.
 - Recognized Leah Beard on her promotion to Director of Administration & Communications for Rivanna Authorities.
 - Ivy Solid Waste and Recycling Center continues to outperform prior years.
 - \$7500 Litter Recycling Grant awarded from VDEQ.
 - New Baling Facility foundation has been poured - will be active next year.

- Wastewater Pump Station has been substantially repaired using insurance proceeds that covered nearly \$10M of the \$14M project.
- Central Water Line - Phase 1
 - The work is now underway in the Fontaine Avenue area
- RWSA is holding a virtual meeting w/FSNA on December 15 ahead of move into the neighborhood.
- Projects to renovate and expand the Administration Building and raising the water level at Ragged Mountain are now underway.
- CIP Budget will be presented to the Boards in February 2026.

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

- Recent filming and editing include the Rugby Avenue shared-use path ribbon cutting ceremony and the James T.S. Taylor historical marker unveiling. We highlight all events on our monthly local public affairs tv program, Inside Charlottesville. Catch new episodes on-air on the first Friday of every month on Charlottesville TV10 and previous episodes every Friday and Sunday at 7:00 PM and Saturday and Monday at 9:00 AM, or stream online on [YouTube](#), [Facebook](#), [Vimeo](#), or CAPE's [webpage](#).
- This Friday is Charlottesville's 28th Grand Illumination from 5:00-8:00 PM at Ting Pavilion. This spectacular community tree lighting event features music, food, games, prizes, special guests, and plenty of holiday fun for all ages. Admission is free and parking is complimentary at the Market Street and Water Street garages from 5:00-10:00 PM. More information can be found at cvillegrand.com.
- To ensure everyone's safety during Charlottesville's Grand Illumination, new safety measures are being added this year:
 - Bag policy:
 - All bags must be clear plastic, vinyl, or PVC, and must not exceed 12" x 6" x 12" (30.5 cm x 15.25 cm x 30.5 cm)
 - Each attendee may bring one clear bag such as a clear backpack, clear fanny pack, clear cinch bag, or a clear plastic zipper bag like a Ziploc
 - Exceptions may be made for medically necessary items after inspection and tagging by security
 - Certain items are not permitted in the event, including:
 - Luggage
 - Firearms, knives, or other weapons
 - Fireworks or confetti

- Alcoholic beverages, beverage coolers, or containers of any kind (including plastic or glass bottles, cans, coolers, or flasks)
 - Baby bottles and food or drink containers for toddlers are permitted
- Aerosol containers, laser pointers, bicycles, and skateboards
- Only service animals are permitted inside the event, as defined by the Americans with Disabilities Act (ADA).

Budget & Grants Management – Director Krisy Hammill (she/her)

- The [online budget book](#) for the FY 2027 5-Year Capital Improvement Plan (CIP) draft is now available on the City's [Budget & Grants Management webpage](#). A joint public hearing with the Planning Commission and City Council is scheduled for December 9 at 6:30 PM in Council Chambers.

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

- Combining winter weather first-aid information from the City-wide Safety Committee and the WISE program's goal to facilitate improved "Community Connections," the City supported the Winter Wear Clothing Drive.
- In the past month, the Charlottesville Invasive Plant Partnership held two more workdays in the Little High neighborhood to continue to engage/train more residents in vine identification and removal from trees on private property. 92 additional trees have been liberated from harmful vines on private property.
- E-bike vouchers were awarded to 37 City residents in early November, concluding the 4th round of the 2025 e-bike voucher awards. To generate interest in the voucher drawing and demonstrate the benefits of e-bikes, the Office of Sustainability and Neighborhood Development Services co-hosted a public e-bike demo at Ting Pavilion on October 29.
- Work requests to initiate LED streetlight upgrades along 250 Bypass from the Barracks Road exit to River Road have been submitted. Dominion Energy will schedule the work once materials have been received. Installations are expected to start in December 2025.
- A ribbon-cutting ceremony for the new solar PV system installation at CATEC was held on November 14 and a video of the event can be viewed here: <https://www.youtube.com/watch?v=mkH5Ryz-kdY>
- The City of Charlottesville held the 11th annual Imagine a Day without Water Art Contest along with water partners Albemarle County Service Authority and Rivanna Water and Sewer Authority. 530 amazing art entries were received from the City and County showing how "Water Works" in their creations. Now, the community is invited to help to select the contest's fan favorite from the top

entries. You have until December 3 to cast your vote for your favorite. Be on the lookout on December 10 for the announcement of all the contest winners. To vote for your favorite entry, go to: <https://artcontest.cmpgn.page/GPnJg9>

- The Climate Program Manager gave a presentation at a recent meeting of UVA's Sustainability Advocates.
- The Climate Program Specialist spoke on a career panel hosted by UVA's co-ed professional environmental fraternity.
- The Climate Team was invited to a Green BACON meeting at Charlottesville High School to talk to students about the City's sustainability efforts.
- To connect student input with the current phase of Resilient Together, UVA, City, and County staff facilitated an interactive workshop for UVA students on Grounds. With nearly 40 students in attendance, participants were able to work collaboratively to discuss the implementation of strategies that were developed in previous Community Design Nights and how they could be tailored to be relevant to students.
- The Resilient Together team made a presentation about Charlottesville & Albemarle's Climate Adaptation and Resilience planning process to a state-wide group of sustainability practitioners at a Resilient Virginia meeting.

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

- On November 18, the City formally closed on the property at 2000 Holiday Drive. Office of Economic Development staff has been working with Public Works and other City staff to ensure a smooth transfer of maintenance and other responsibilities to City control.

Office of Emergency Management (OEM) – Emergency Management Coordinator John Oprandy (he/him)

- Final Continuity of Operations Plan (COOP) Training Event: OEM successfully conducted the final session of the COOP training series. This session concluded the citywide initiative to ensure departmental readiness and continuity planning. Participant feedback highlighted improved understanding of essential functions and interdepartmental coordination during disruptions.
- Grand Illumination Planning: OEM played a key role in the planning and coordination of public safety and emergency preparedness for Charlottesville's 28th Grand Illumination. This included scenario planning, coordination with public safety partners, and ensuring emergency communication protocols were in place for the large public gathering.
- LEAD Team Retreat & Strategic Planning: OEM leadership participated in the City's LEAD Team Retreat and Strategic Planning sessions. Contributions

focused on integrating emergency preparedness into broader citywide strategic goals, emphasizing resilience, interagency collaboration, and community engagement.

- **Cooling Center After-Action Review:** OEM conducted a brief after-action review of the City's cooling center operations from the summer. Lessons learned are being applied to improve planning and logistics for upcoming warming center operations, including staffing, resource allocation, and public communication strategies.
- **ECC Management Board Meeting:** OEM attended the Emergency Communications Center (ECC) Management Board meeting, where several regional emergency management initiatives were discussed and advanced. Topics included the regional coordination responsibilities of the City, County, and UVA Emergency Managers and improving coordination and protocols for public information and warning.
- **International Association of Emergency Managers (IAEM) Annual Conference Attendance:** OEM was represented at the IAEM Annual Conference. Key takeaways included: Completion of the two-day "Event Security Planning for Public Safety Professionals" course; Expanded knowledge of Rave, the City's public information and warning tool, particularly its use for visitors and event attendees; Insights from Jeremy Knighton, Asheville's Emergency Manager, on the impacts and response to Hurricane Helene, offering valuable lessons for local hazard planning.
- **State and Regional Coordination:** OEM continued active participation in several recurring state and regional emergency management meetings. These engagements support alignment with state guidance, regional collaboration, and situational awareness across jurisdictions.
- **Emergency Management Framework Presentation:** OEM presented and discussed the City's Emergency Management framework with the City Police Department's command staff. Presentations to the City's Lead Team, and City Council are scheduled for December.

Department of Finance – Director Chris Cullinan (he/him)

- Finance Director Chris attended his first JAUNT Board of Directors meeting in October.

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

- During a Special meeting on November 6, the Human Rights Commission adopted a draft set of City policy recommendations for presentation to City Council on or before November 30. As with the legislative agenda

recommendations, the Commission will focus its City policy recommendations on housing access and stability across protected classes and economic status.

- From November 15-21, the Director of the Human Rights Commission attended the Learning, Educating, and Developing (LEAD) program through the UVA Weldon Cooper Center for Public Service. LEAD is a one-week residential leadership development program designed for local government employees. The program includes intensive coursework in employee engagement, work culture development, managing conflict, emotional intelligence, and psychological safety in the workplace, and leading through change.
- The Office of Human Rights currently has 21 open discrimination complaint cases: one is awaiting response to offers of alternative dispute resolution, eight are in the process of alternative dispute resolution, eight are under investigation, and four are under review for determination after investigation.

Commissioner of Revenue – Todd Divers (he/him)

- Audits for Rent Relief Program have been completed. Checks to qualifying applicants are going out starting today. In light of the government shutdown and ensuing delays with federal-dependent programs, we tried really hard to get things out as quickly as possible this year. Becky Morton and her staff are to be commended.
- Business license renewals will be done entirely online this year. Letters have gone out to business owners already. We will be following this up with press releases and further mailed communications.

Policy Briefing Summary

City Council



Regarding:	Public Hearing and Resolution to Consider the Exercise of Eminent Domain for the Acquisition of Right-of-Way and Easements for the Barracks and Emmet Streetscape Project
Staff Contact(s):	Glenn Lee Cooper, Transportation Project Manager
Presenter:	Glenn Lee Cooper, Transportation Project Manager, Michael Goddard, Deputy Director
Date of Proposed Action:	December 1, 2025

Issue

The city's right-of-way acquisition consultant has been successful in acquiring right-of-way and easements from 9 of the 11 property owners impacted by the project. The city's consultant has been unable to reach agreement with Meadowbrook Shopping Center, LLC and Greenshire Holdings, LLC and recommends eminent domain in order to allow the road improvement project.

Background / Rule

Hold a public hearing and authorize the exercise of eminent domain for the acquisition of right-of-way and a temporary construction easement for the Barracks and Emmet Streetscape Project, including the filing of certificates of deposit, so that construction may begin prior to the commencement of eminent domain proceedings.

Analysis

If the city proceeds with eminent domain, a certificate of deposit will be filed with the court, which will allow the city to enter and use the right-of-way and a temporary construction easement, so the project can proceed without delay. The city will then be obligated to purchase the right-of-way and easements from the property owner as identified on the accompanying PowerPoint presentation. Sufficient funds are available in the budget to pay the anticipated condemnation costs.

Financial Impact

By implementing the eminent domain process, the project can move towards construction without further delays and impacting construction timeframes and budget.

Recommendation

Staff recommends that Council authorize the exercise of eminent domain, including the filing of certificate of deposit, for the acquisition of right of-way and easements for the Barracks and Emmet Streetscape Project property.

Recommended Motion (if Applicable)

Motion to approve this measure and approve eminent domain after the public hearing.

Attachments

1. Project COT Presentation 003 004
2. RES. ACQUISITION FOR PUBLIC PURPOSES - Barracks Emmet

Barracks and Emmet Streetscape Project

Consider the Exercise of Eminent Domain

Preparer: G. Lee Cooper

Title: Transportation Project Manager – Right of Way

Summary of Information:

- The City has followed the bona fide offer provision outlined in the Code of Va. *Section 25.1-204, in part, a condemnor shall not institute proceedings to condemn property until a bona fide but ineffectual effort to purchase from the owner the property sought to be condemned has been made.*
- *The city's right-of-way acquisition consultant has been successful in acquiring right-of-way and easements from 9 of the 11 property owners impacted by the project. The city's consultant has been unable to reach agreement with Meadowbrook Shopping Center, LLC and Greenshire Holdings, LLC and recommends eminent domain in order to allow the road improvement project.*

1. Parcel 003 identified as Meadowbrook Shopping Center, LLC, Tax Parcel No. 10004000. Acquisition area: 206 SF in permanent public street easement, and 2,617 SF in temporary easement need to be acquired. The City's consultant appraised the acquisition at \$36,411.00. The City's consultant were in continued discussions with the landowner regarding the acquisition values. After numerous follow ups, the consultant received no response to additional emails and calls. An agreement has not been reached to date. Negotiations and discussions are continuing to try and settle this acquisition.



Photo#: 1 Photo Shows: Subject frontage north line along Barracks Road looking south rear alley



Photo #: 2 Photo Shows a View of: Subject north line looking west at patio area temporary easement



Photo #: 3 Photo View of: Subject access and temporary easements looking east Barracks Road front

PHOTOGRAPHIC VIEWS



3. Parcel 004 identified as Greenshire Holdings, LLC Tax Parcel No. 10005000. Acquisition area: 1,532.19 SF in fee right of way, 1,627.04 SF in prescriptive right of way, and 2,836 SF in temporary easement need to be acquired. The City's consultant appraised the acquisition at \$36,067.00. After numerous follow ups, the consultant received no responses. An agreement has not been reached to date. Negotiations and discussions are continuing.



Photo#: 1 Photo Shows: Subject frontage north line along Barracks Road looking west



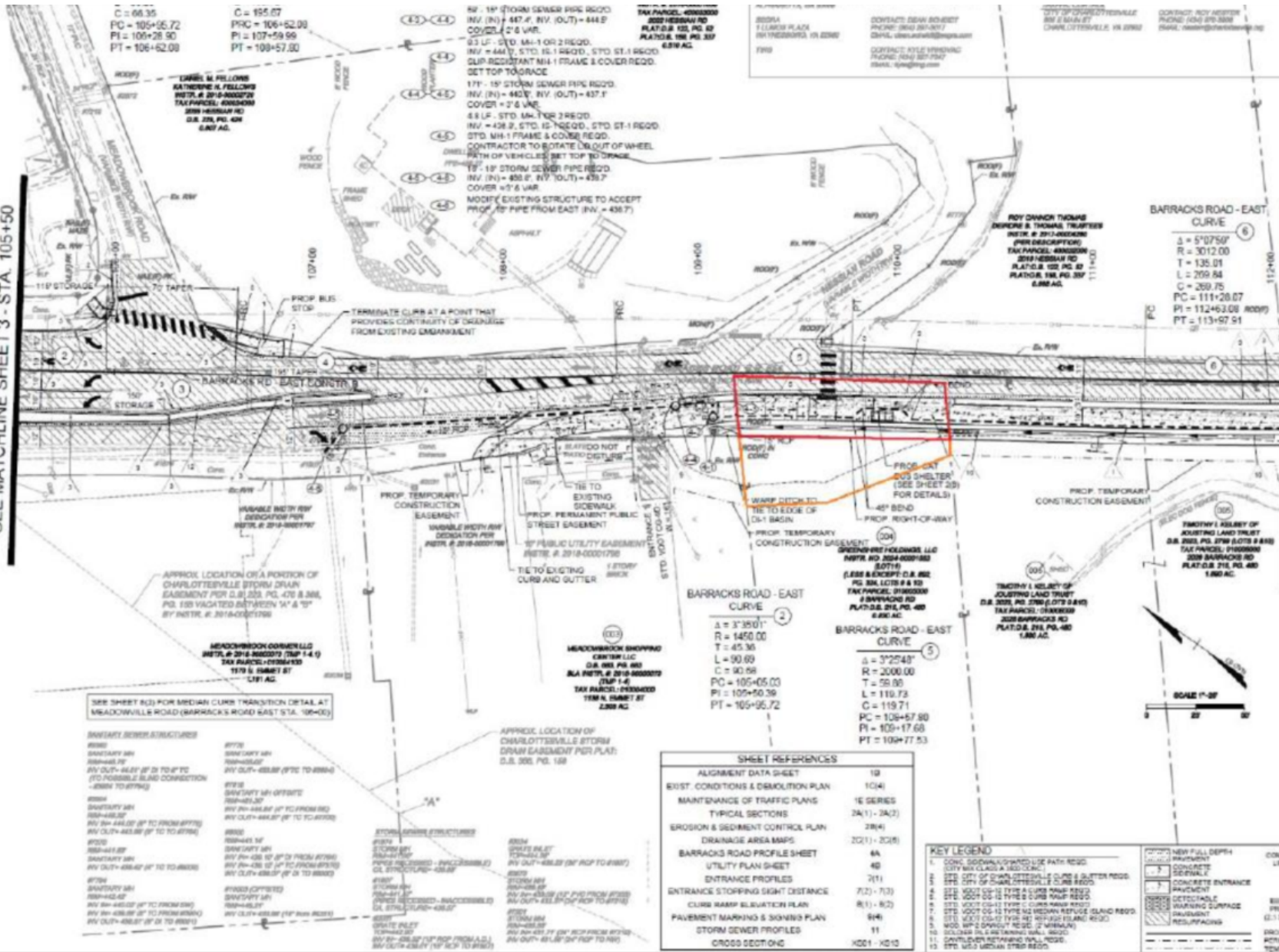
Photo #: 2 Photo Shows a View of: Subject frontage looking south

PHOTOGRAPHIC VIEWS



SEE MATCHLINE SHEET 3 - STA. 105+50

SEE MATCHLINE SHEET 5 - STA. 112+00



SHEET REFERENCES	
ALIGNMENT DATA SHEET	10
EXIST. CONDITIONS & DEMOLITION PLAN	10(A)
MAINTENANCE OF TRAFFIC PLANS	16 SERIES
TYPICAL SECTIONS	2A(1) - 2A(2)
EROSION & SEDIMENT CONTROL PLAN	2B(4)
DRAINAGE AREA MAPS	2C(1) - 2C(8)
BARRACKS ROAD PROFILE SHEET	4A
UTILITY PLAN SHEET	4B
ENTRANCE PROFILES	7(1) - 7(3)
CURB RAMP ELEVATION PLAN	8(1) - 8(2)
PAVEMENT MARKING & SIGNING PLAN	9(4)
STORM SEWER PROFILES	11
CROSS SECTIONS	10(1) - 10(13)

KEY LEGEND	
1. CONC. SIDEWALK/SHOULDER W/ PATH REGR.	CONSTR. UNITS
2. CONC. SIDEWALK/SHOULDER W/ PATH REGR.	CONSTR. UNITS
3. CONC. SIDEWALK/SHOULDER W/ PATH REGR.	CONSTR. UNITS
4. CONC. SIDEWALK/SHOULDER W/ PATH REGR.	CONSTR. UNITS
5. CONC. SIDEWALK/SHOULDER W/ PATH REGR.	CONSTR. UNITS
6. CONC. SIDEWALK/SHOULDER W/ PATH REGR.	CONSTR. UNITS
7. CONC. SIDEWALK/SHOULDER W/ PATH REGR.	CONSTR. UNITS
8. CONC. SIDEWALK/SHOULDER W/ PATH REGR.	CONSTR. UNITS
9. CONC. SIDEWALK/SHOULDER W/ PATH REGR.	CONSTR. UNITS
10. CONC. SIDEWALK/SHOULDER W/ PATH REGR.	CONSTR. UNITS
11. CONC. SIDEWALK/SHOULDER W/ PATH REGR.	CONSTR. UNITS
12. CONC. SIDEWALK/SHOULDER W/ PATH REGR.	CONSTR. UNITS
13. CONC. SIDEWALK/SHOULDER W/ PATH REGR.	CONSTR. UNITS

TIMMONS GROUP

BARRACKS RD & EMMET ST IMPROVEMENTS

PLAN SHEET

THIS DRAWING PREPARED AT	THIS DRAWING PREPARED AT
1000 BARRACKS RD, SUITE 100, CHARLOTTE, NC 28203	1000 BARRACKS RD, SUITE 100, CHARLOTTE, NC 28203
DATE: 06/17/2024	DATE: 06/17/2024
DESIGNED BY: A2V	DESIGNED BY: A2V
CHECKED BY: A2V	CHECKED BY: A2V
SCALE: 1"=20'	SCALE: 1"=20'

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4

RESOLUTION #R- 25-__

**RESOLUTION AUTHORIZING THE ACQUISITION FOR PUBLIC PURPOSES BY
PURCHASE OR CONDEMNATION OF REAL PROPERTY FOR THE BARRACKS
ROAD AND EMMET STREETScape PROJECT**

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

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

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

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

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

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

WHEREAS, a Public Hearing on the subject matter of this Resolution was duly held on December 1, 2025, as required by Virginia Code §§ 15.2-1903 and -1905(C), at which City Council declared its intent to enter and take the Properties for the purposes of /to the citizens of the City, an inherently public use under Virginia Code § 15.2-1904(A); and

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, that City Council authorizes the payment into the Court or to the Clerk thereof, for the Owner(s)' benefit, or the issuance of a Certificate of Deposit in lieu of payment pursuant to Virginia Code §§ 15.2-1904(D) and 25.1-305(A)(2), to be issued by the City Manager, or his designee, and countersigned by the City's Finance Director, or his designee, for availability of funds; and

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

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

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

ADOPTED this 1st day of December, 2025.

Mayor, City of Charlottesville, Virginia

Attest:

Clerk, City of Charlottesville, Virginia

Approved by Council
December 1, 2025

Kyna Thomas, MMC
Clerk of Council

Aye

No

Oschrin
Payne
Pinkston
Snook
Wade

EMINENT DOMAIN FOR BARRACKS AND EMMET STREETSCAPE PROJECT
PARCEL LIST

Parcel 003 identified as Meadowbrook Shopping Center, LLC, Tax Parcel No. 10004000

- Acquisition area: 206 SF in permanent public street easement, and 2113 SF in temporary easement need to be acquired.
- Offer amount: \$32,653.00

Parcel 004 identified as Greenshire Holdings, LLC, Tax Parcel No. 10005000

- Acquisition area: 1,532.19 SF in fee right of way, 1,627.04 in prescriptive right of way, 3,182 SF in temporary easement need to be acquired.
- Offer amount: \$36,067.00

Policy Briefing Summary

City Council



Regarding:	Ordinance Amending City Code to Define School Zones for all Schools and Reflect their Current Names (1 of 2 Readings)
Staff Contact(s):	Kyle Rodland, Safe Routes to School Coordinator
Presenter:	Kyle Rodland, Safe Routes to School Coordinator
Date of Proposed Action:	December 1, 2025

Issue

Ordinance to update and amend City Code related to the definition of City school zones to ensure all City school zones are defined consistently with state law, including updating names of recently renamed City schools.

Background / Rule

A review of the City Code Section associated with the definition of City school zones found that several City school zones were not included in the City Code as required by state law, which could cause issues with the legality of enforcement and safety. The first step of updating this City Code Section requires that Charlottesville City Schools identify and request which City school zones should be protected under the City Code. The Charlottesville City School Board passed a Resolution on October 9, 2025, requesting this City Code amendment.

Analysis

Some City schools have changed names since the last time this section of the City Code was updated. The current City Code only mentions Clark Elementary, Venable Elementary, Jackson-Via Elementary, and Greenbrier Elementary Schools as places where there are school zones. This City Code Section needs to be updated to include all City schools in the City, adding Tall Oaks Elementary, Charlottesville Middle, and Charlottesville High Schools. Recently renamed City schools, including Summit Elementary (formally Clark), Trailblazer (formally Venable), and Sunrise (formally Burnley-Moran), would have their names updated in City Code to reflect their new names.

Financial Impact

There is no direct financial impact from adopting the attached Ordinance that would update the City Code definitions of school zones. Doing so does provide the Safe Routes to School Program the ability to add improved City school zone signage in enforceable City school zone locations.

Recommendation

City NDS Staff recommends that City Council adopt the attached Ordinance supporting the amending of the current City Code to include existing City school zones and the creation of all possible new City school zones.

Recommended Motion (if Applicable)

"I move adoption of the attached Ordinance amending the City code to include existing City school zones and the creation of all possible new City school zones."

Attachments

1. ORD_2025 School Zones Amendment

2. Resolution To Amend The City Code Regarding School Zones_Resolution Document-Approved at the October 9, 2025 SB Meeting



ORDINANCE #O-__-__
AMENDING AND RE-ORDAINING SECTION 15-98 OF THE CHARLOTTESVILLE
CITY CODE, “MAXIMUM LIMITS IN SCHOOL ZONES,” TO INCLUDE ALL
CHARLOTTESVILLE CITY SCHOOL DIVISION SCHOOLS WITHIN CITY
BOUNDARIES AND TO REFLECT THEIR CURRENT NAMES

WHEREAS this Ordinance’s purpose is to reduce speed limits around school crossings pursuant to authority granted by Virginia Code § 46.2-873; and

WHEREAS the purpose of reduced speed limits within school zones is to ensure the health, welfare, and safety of anyone who walks, bikes, or drives in the vicinity of schools by allowing drivers more time to react, to increase the chance of avoiding a collision, and to reduce the severity of injury in the event of a collision; and

WHEREAS Charlottesville City Code Section 15-98, which governs speed limits within school zones, needs to be updated to identify the names of all schools within City boundaries, to reflect the current names of all schools, and to align with current applicable school boundaries; and

WHEREAS the Charlottesville City School Board, on October 9, 2025, adopted a Resolution to amend Charlottesville City Code Section 15-98 to reflect current school names, existing school zone locations, and sign placement in alignment with Virginia Code § 46.2-873.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Charlottesville, Virginia, that Charlottesville City Code Section 15-98 is hereby amended and re-ordained to read as follows:

The maximum speed limit shall be twenty-five (25) miles per hour between portable signs, tilt-over signs or fixed blinking signs placed in or along any street and bearing the word “School” or the words “School Crossing.” In the school crossing zones surrounding Charlottesville High School; Charlottesville Middle School; Walker Upper Elementary School; Sunrise Elementary School (formerly Burnley-Moran); Summit Elementary School (formerly Clark); Greenbrier Elementary School; Jackson-Via Elementary School; Tall Oaks Elementary School (formerly Johnson); and Trailblazer Elementary School (formerly Venable), the maximum speed limit shall be fifteen (15) miles per hour between portable signs, tilt-over signs or fixed blinking signs placed in or along any street and bearing the word “School” or the words “School Crossing.” Any signs erected under this section shall be placed not more than six hundred (600) feet from the limits of the school property or crossing in the vicinity of the school which is used by children going to and from the school; provided, that such crossings are not more than five hundred (500) yards from the limits of the school property and the city council approves such crossing for such signs. Such portable signs shall be furnished and delivered by the city. It shall be the duty of the principal or chief administrative officer of each school or some responsible person designated by the school board, preferably not a classroom teacher, to place such portable signs in the street at a point not more than seven hundred fifty (750) feet from the limits of the school property and remove such signs when their presence is no longer required by this section. Such portable signs

shall be placed in position plainly visible to vehicular traffic approaching from either direction but shall not be placed so as to obstruct the street. Such portable signs, tilt-over signs or blinking signals shall be in a position or be turned on for thirty (30) minutes preceding regular school hours and for thirty (30) minutes thereafter and during such other times as the presence of children are in such school property or going to and from school reasonably requires a special warning to motorists.

It is expressly understood that the names and locations of the above-referenced schools, or any newly constructed or acquired schools, may be amended or added by the Charlottesville City School Board from time-to-time, and this Ordinance shall be considered henceforth as amended to reflect the most current names and locations.

Date Introduced: December 1, 2025

Date Adopted: _____

Certified: _____
Clerk of Council

Aye No

Oschrin	—	—
Payne	—	—
Pinkston	—	—
Snook	—	—
Wade	—	—



A RESOLUTION TO AMEND THE CITY CODE REGARDING SCHOOL ZONES

WHEREAS, the Charlottesville City School Board is committed to ensuring the safety of all students, staff, and families who walk, bike, or are driven to and from school; and

WHEREAS, a review by City staff, including the City Attorney, Traffic Engineer, and Safe Routes to School Coordinator, has advised that the City of Charlottesville's Code Section 15-98, which governs speed limits in school zones, needs to be updated to reflect current school names, existing school zone locations, and alignment with applicable current State Statute speed limits for safe travel in school zones; and

WHEREAS, the City Code needs to list all Charlottesville City School Division schools within the City boundaries and reflect their current names:

- **Charlottesville High School**
- **Charlottesville Middle School**
- **Walker Upper Elementary School**
- **Sunrise Elementary** (formerly Burnley-Moran)
- **Tall Oaks Elementary** (formerly Johnson)
- **Trailblazer Elementary** (formerly Venable)
- **Summit Elementary** (formerly Clark)

WHEREAS, under Virginia Code Title 46.2, Subtitle III, Subsection H, the Charlottesville City School Board is authorized to request a maximum speed limit in school zones of 15 mph, provided the local governing body enacts an ordinance to codify this change; and

WHEREAS, a speed limit of 15 mph in school zones enhances the safety of students and pedestrians and aligns with the City's Safe Routes to School program;

THEREFORE, BE IT RESOLVED, that the Charlottesville City School Board hereby requests that the Charlottesville City Council act to amend the City Code to:

1. **Identify** each existing school zone within the city limits.
2. **Reduce the maximum speed limit** from 25 mph to 15 mph in the designated school zones.
3. **Update the names** of all schools listed in the City Code to reflect current names, including those listed in this resolution.

BE IT FURTHER RESOLVED, that the Charlottesville City School Board authorizes the Chief Operations Officer to transmit this resolution to the Charlottesville City Council and to

collaborate with City staff to ensure the timely and effective implementation of these safety measures.

ADOPTED by the Charlottesville City School Board on this **9th** day of **October, 2025**.

ATTEST:

A handwritten signature in cursive script, reading "Leslie B. Thacker", written over a horizontal line.

Leslie Thacker, Clerk of the Board

A handwritten signature in cursive script, reading "Emily Dooley", written over a horizontal line.

Emily Dooley, School Board Chair

Policy Briefing Summary

City Council



Regarding:	Resolution Approving the Eighth (8th) Amendment to the Grant Agreement for the Charlottesville Supplemental Rental Assistance Program
Staff Contact(s):	Madelyn Metzler, Housing Compliance Coordinator, Kellie Brown, Director of NDS
Presenter:	Madelyn Metzler, Housing Compliance Coordinator
Date of Proposed Action:	December 1, 2025

Issue

Appropriation of FY 2026 allocated funds and approval for City Manager to execute the Eighth (8th) Amendment to the Grant Agreement for the Charlottesville Supplemental Rental Assistance Program ("CSRAP" or "Program").

Background / Rule

The Council of the City of Charlottesville, Virginia ("City Council"), approved CSRAP on June 19, 2017, and the Program began operations in April 2018. CSRAP is administered by the Charlottesville Redevelopment and Housing Authority ("CRHA") and it provides essential rental assistance to extremely low-income and low-income households, specifically those earning less than sixty percent (60%) of the Area Median Income ("AMI") in Charlottesville, Virginia ("City"). CSRAP currently serves sixty-eight (68) households, all of which have a household income at or below thirty percent (30%) AMI.

City Council approved an allocation of \$900,000 for CSRAP from the City's FY 2026 Capital Improvement Program ("CIP") and approved an extension of the Seventh (7th) Amendment to the Grant Agreement. During this extension, City Staff and CRHA collaborated to address Program administration and oversight challenges through development of the attached Eighth (8th) Amendment to the Grant Agreement CSRAP. City staff and CRHA also collaborated in development of a Work Plan to conduct a more comprehensive Program Evaluation over the course of the next six (6) months, with an aim to implement identified strategies for Program improvement during FY 2027 (see Attachment "C").

Analysis

This proposed Eight (8th) Grant Agreement Amendment includes changes that begin to reduce the administrative challenges that the Program faces by revising rental assistance priorities and increasing the amount of Program funds that CRHA may retain for Program administration. The rental assistance priorities continue to include households that are homeless and/or enrolled in a local self-sufficiency program. However, the minimum and maximum numbers have been removed to improve the efficiency of moving participants through the waitlist. The amount that CRHA may retain for Program administration has increased from ten percent (10%) to twelve and a half percent (12.5%) to support the required staffing. CRHA has also requested to use a portion of the FY 2026 allocated funds to purchase software to use for CSRAP administration, which will greatly improve the processes for managing the waitlist and for quarterly reporting to the City. The Program Evaluation will focus on key areas, including Program goals, reporting requirements, the process for annual Program funding requests, and Program participant timelines.

Financial Impact

For FY 2026, the City has allocated \$900,000 for CSRAP. This request does not require additional City funding, as the funds are part of the City's CIP. Due to a shortened time for performance, it is unlikely that all the allocated funds will be used prior to June 30, 2026. Therefore, City Staff recommends that CRHA utilize up to \$20,000 of the FY 2026 allocation to purchase and implement software for CSRAP administration. The recommendations made through the Program Evaluation will include recommendations for how to use any additional funds that will not be spent by June 30, 2026.

Recommendation

City Staff recommends adoption of the attached Resolution authorizing the approval of the Eighth (8th) Amendment to Grant Agreement for CSRAP, and to appropriate the not-to-exceed amount of nine hundred thousand dollars (\$900,000) from the FY 2026 allocated funds.

Recommended Motion (if Applicable)

"I move to adopt the attached Resolution authorizing the approval of the Eighth (8th) Amendment to the Grant Agreement for the CSRAP, and approve the appropriation of the not-to-exceed amount of nine hundred thousand dollars (\$900,000) from the FY 2026 allocated funds."

Attachments

1. Attachment A_ Resolution to approve the Eighth Amendment to Grant Agreement for the Charlottesville Supplemental Rental Assistance Program
2. Attachment B_Eighth Amended CSRAP Agreement
3. Attachment C_CSRAP Program Evaluation Work Plan



RESOLUTION #R--

RESOLUTION APPROVING THE EIGHTH AMENDMENT TO GRANT AGREEMENT FOR THE CHARLOTTESVILLE SUPPLEMENTAL RENTAL ASSISTANCE PROGRAM

WHEREAS, on June 19, 2017, the City of Charlottesville, Virginia (“City”), approved the creation of the City-funded Charlottesville Supplemental Rental Assistance Program (“CSRAP”), and on April 14, 2025, the Council of the City of Charlottesville, Virginia (“City Council”), approved an allocation of \$900,000 from City Capital Improvement Program Funds to be used for CSRAP, which will be administered by the Charlottesville Redevelopment and Housing Authority (“CRHA”); and

WHEREAS, the terms and conditions under which CRHA will administer CSRAP are set forth within a written Grant Agreement with a time for performance of December 16, 2025, through June 30, 2026, which has been reviewed by City Council, this same date; and

WHEREAS, up to \$20,000 of the allocation may be used by CRHA to purchase and implement software for CSRAP administration.

NOW, THEREFORE, BE IT HEREBY OFFICIALLY RESOLVED by City Council that:

1. CSRAP shall be administered by CRHA in accordance with the terms and conditions set forth within the Eighth Amendment to the CSRAP Grant Agreement, which is hereby approved by this City Council; and

2. The City Manager is authorized to execute the CSRAP Grant Agreement on behalf of the City, and the City Manager and City Staff are authorized and directed to apply the funding allocated above to CSRAP in accordance with the terms set out within the CSRAP Grant Agreement and within this Resolution.

Date Adopted: _____

Certified: _____
Clerk of Council

EIGHTH AMENDMENT TO GRANT AGREEMENT
CHARLOTTESVILLE SUPPLEMENTAL RENTAL ASSISTANCE
PROGRAM

THIS **EIGHTH AMENDMENT TO GRANT AGREEMENT** (“Amendment”) provides the terms and conditions upon which the City of Charlottesville, Virginia ("City"), will provide funding to the Charlottesville Redevelopment and Housing Authority ("CRHA") for the purpose of administering the Charlottesville Supplemental Rental Assistance Program ("CSRAP" or “Program”). CSRAP represents a partnership between the City and CHRA. Approval of the Program to support CRHA's administration of CSRAP was provided by the Council of the City of Charlottesville, Virginia (“City Council”) on October 16, 2017.

Section 1.	<u>Time for Performance:</u>	December 16, 2025, through June 30, 2026.
Section 2.	<u>City Funding Amount:</u>	\$900,000 (FY 2026)
Section 3.	<u>Conditions of City Funding</u>	

I. PROGRAM'S PURPOSE

A. City has authorized the transfer of carry forward Program funding, if any, and FY 2026 funding, to CHRA use within the Fiscal Year ending June 30, 2026, upon the following conditions:

(i) The funding shall be used exclusively by CRHA to provide rental assistance subsidies to individuals who are part of Extremely Low-Income to Low-Income Households, defined as those households earning less than sixty percent (60%) of Area Median Income (“AMI”) as determined by the US Department of Housing and Urban Development (“HUD”) annually within the City, including, but not limited to, those who are homeless, elderly, and/or disabled individuals, or those enrolled in a self-sufficiency program; and

(ii) The administration of this funding by CRHA shall be in accordance with the terms of this Amendment.

B. The City is authorized by Virginia Code § 36-7 to provide money to a housing authority, to enable or assist the authority to carry out its purposes.

II. FUNDING

CSRAP shall be funded through the City's Capital Improvement Program Fund.

III. ADMINISTRATION

CSRAP represents a partnership between the City and CRHA. City and CRHA recognize that Program funding is required to cover the administrative burden associated with the Program.

CRHA agrees to administer CSRAP in a manner like the federal Housing Choice and the City's Housing Policy 1, as amended. Exceptions to the administration of the Program will be permitted to allow:

(i) For single room housing that might not otherwise meet HUD rules and regulations, in limited circumstances.

(ii) For rent rates up to one-hundred and twenty-five percent (125%) of the federally designated HUD fair market rents for units in the City; and up to one-hundred and ten percent (110%) of the federally- designated HUD fair market rents for units located in Albemarle County, Virginia ("Albemarle").

For purposes of administration of CSRAP, the term "Household" shall mean and include any one (1) or more individual(s) who comprise a single housekeeping unit.

IV. ADMISSIONS/PREFERENCES AND THE WAITING LIST

A. Eligible Households shall be selected and admitted from the CSRAP waiting list in accordance with HCVP rules and regulations established by CRHA for selection and admission for tenant-based housing assistance through CSRAP, unless specified otherwise in this Amendment. Only Households with incomes less than sixty percent (60%) AMI shall be issued CSRAP rental assistance subsidies. A Household can apply to participate in CSRAP, if an individual(s) within the Household lives or works within the City at the time of the application; however, CSRAP rental assistance shall be issued only to subsidize rental payments owed by a Household for rental of a dwelling unit located within the City, except as per the provision in Section V.B.(iii).

B. CHRA shall issue CSRAP rental assistance according to the following priorities:

(i) CSRAP rental assistance subsidies will be issued to Households who are homeless and/or Households enrolled in a local self-sufficiency program

(ii) The remainder of CSRAP-funded rental assistance subsidies (*i.e.*, those not issued in accordance with Section IV.B.(i), above) shall be issued to eligible households, if the individual(s) within those Households live in the City and are on the CSRAP waiting list at the time of the issuance of a CSRAP voucher.

(iii) In the administration and issuance of CSRAP-funded rental assistance subsidies described in Section IV.B.(ii) above, CRHA will ensure that vouchers will be issued to households with incomes less than sixty percent (60%) AMI.

C. Households on CRHA's HCVP waiting list who accept CSRAP voucher(s) shall remain on the HCVP waiting list and shall retain their ranking on that list. If an individual or Household on the HCVP waiting list is selected by CRHA for the HCVP Program, CRHA shall offer that Household the opportunity to replace any CSRAP subsidy being received with an HCVP.

V. TENANT-BASED HOUSING ASSISTANCE

A. CSRAP rental assistance subsidies shall be administered as tenant-based housing assistance in a manner similar to CRHA's HCVP rules and regulations.

B. Notwithstanding any CRHA HCVP rule or regulation to the contrary, (*see* Section V.A., above), the following rules apply specifically to the CSRAP:

(i) Rental assistance subsidies shall not be eligible for portability as such term is defined and utilized in 24 C.F.R. §§ 982.351 and 982.353, as amended.

(ii) Households receiving a CSRAP voucher shall have sixty (60) days to locate, and lease, a rental housing unit within the City.

(iii) Should a Household be unable to locate a rental unit that it can afford (based on the thirty percent (30%) required contribution referenced in Subparagraph (iv), following below) within the City, within the initial sixty (60)-day CSRAP voucher term, the CRHA may grant one (1), one-hundred and twenty (120)-day extension, during which time the recipient household may continue to search for rental housing in the City or within Albemarle.

(iv) Households receiving a CSRAP voucher shall be required to contribute thirty percent (30%) of the monthly gross income of that Household toward rent each month. The Household's required rent contribution shall be determined at the time the Household is accepted into CSRAP, and thereafter shall not be increased more than once every twenty-four (24) months; regardless of whether or not the rent contribution is increased during any twenty-four (24)-month period, CRHA shall continue to verify and keep records as to the Household income, report income to the City, and comply with the requirements within this Amendment.

(v) CSRAP rental assistance shall be provided monthly. The monthly housing assistance payment shall be equal to the applicable HCVP payment standard for bedroom size for the Charlottesville area, as established annually by the Virginia Housing and Development Authority, minus the tenant's portion of the rent.

(vi) CRHA shall reexamine the income and family composition of each Household receiving CSRAP rental assistance, at least once every twenty-four (24) months. Any Household that experiences a decrease in income may request a reexamination and adjustment of the requirement for thirty percent (30%) monthly income participation (see Subparagraph (iv), above) at any time.

VI. CONTINUING ELIGIBILITY FOR CSRAP FUNDING

A. Subject to the availability of CSRAP funds and the terms of this Amendment, CSRAP rental assistance may be issued to a Household, so long as the Household is in compliance with the CSRAP Program Rules.

B. CSRAP-assisted Households shall be entitled to Informal Hearing Procedures for Applicants and Participants of the Housing Choice Voucher and Moderate Rehabilitation Programs as defined by 24 CPR § 982.54(d) (12) and (13) as amended, as administered by CRHA.

VII. PROGRAM FUNDING

A. The City's Housing Division of Neighborhood Development Services ("Housing Division") has verified that funding in the amount of \$900,000 is available and has been appropriated by City Council to support CSRAP. CSRAP will continue, so long as funds from the initial funding allocation of \$900,000, plus carry forward program funds, if any, for support of CSRAP remain unencumbered or additional funding has been appropriated by City Council in amounts sufficient to support the continuation of the CSRAP in subsequent Fiscal Year(s).

B. Each year, in accordance with a schedule established by the City's Budget Director, CRHA shall prepare and submit to the City an estimate of the amount of money needed during the ensuing Fiscal Year for CSRAP, based on the Households then participating in CSRAP at that time, and based on CRHA's estimate of any rent increases for those participating Households, and (at CRHA's option) CRHA's estimates of the cost of any desired expansion of CSRAP to additional participants during the ensuing Fiscal Year.

CRHA will be afforded at least thirty (30) days within which to prepare and submit such annual funding estimates. This Amendment may be renewed for succeeding Fiscal Years by written agreement of the parties, subject to the availability and appropriation of public funds.

C. City shall retain the existing Program funding reserve of \$292,500 as a Program reserve fund to ensure funding is available to cover any increases in rental assistance payments due to decreases in participant household income or increases in rent. All unused reserve funds shall be carried over into the next year's Program funding total.

D. When the unencumbered funding balance within the Initial Operational Allocation reaches an amount equal to approximately one (1) month of maximum Program rental expenses (or not to exceed \$80,000), CRHA shall request and City shall immediately disperse, from the funds appropriated to CSRAP in the City's Capital Improvement Program an additional amount equal to approximately three (3) months of maximum rental expenses (or not to exceed \$240,000) to CRHA to provide ongoing support for the Program. In so doing, at all times during the tenure of CSRAP, CRHA will maintain an unencumbered program Operational Allocation balance of no less than \$80,000, and no more than \$240,000.

E. CRHA may retain a portion of the Program funding to be used for the administration of the Program. Administrative costs shall be equal to twelve and one half percent (12.5%) of the annual Program funding allocated by City, or direct costs of administering the Program, if those costs exceed twelve and one half percent (12.5%).

CRHA shall request, and City shall disperse, an amount equal to one-fourth (1/4) of administrative costs submitted with the rental expenses identified in Paragraph (D) above, or on a quarterly basis. Administrative costs shall also be included in the Quarterly Report.

F. Initial Reporting Requirements:

(i) Upon determining that a Household is eligible to participate in CSRAP, CRHA shall make available to the City's Housing Division, Housing Program Manager, and/or designee the following:

(a) A copy of the Household's Rental Assistance Subsidy Agreement, Lease Approval Form, Rent Portions Notice, Rental Unit Information (including address and monthly rent), Unit Inspection Report, and Household Information (including income, size, and composition); and

(b) A copy of an Invoice or other Statement of Rent from the Household's landlord, identifying the monthly rental amount for that Household, at the time of initial Lease-up.

G. Ongoing Reporting Requirements:

(i) Thirty (30) days following the end of each calendar year quarter (specifically: on October 31, January 31, April 30, and July 31 of each calendar year), CRHA will submit to City, an itemized Quarterly Report, listing each recipient Household participating in CSRAP as of the date of such Report, and specifying the amount of monthly rent required for each Household (both Household rent portion and rental assistance amount) for the calendar year quarter next succeeding the date of the Quarterly Report. Each such Quarterly Report shall add up each of the amounts required for CSRAP for the upcoming quarter and shall give a total amount necessary to satisfy the Program commitments for that upcoming calendar year quarter.

G. Each itemized Quarterly Report referenced in Paragraph (G)(i), above, shall be accompanied by the following information (in addition to the information required by Paragraph (D), above) and this information shall be presented in an Excel Spreadsheet, or other format mutually acceptable to both CRHA and the City's Housing Division, Housing Program Manager and/or designee. Each Quarterly Report shall provide Program and Household statistics, including, but not necessarily limited to:

- Date Voucher Issued
- Date Voucher Extended (if applicable)
- Date Unit Leased
- Name (Head of Household)
- Unit Address
- Total Monthly Rent
- Amount of Monthly Rental Assistance Provided
- Household Income
- % AMI
- Employment Status
- Number of Wage Earners

- Household Composition
- Number of Adults
- Number of Children
- Number of Children Under Five (5) years
- Number of Elderly (Sixty-Five (65) years+)
- Number of Disabled
- Race/Ethnicity
- Refugee status (if applicable)
- Compliance with Admissions Preference Priorities (as defined in Section IV.B.)
- Administrative Costs

(I) Following the Initial Operational Allocation, no funds will be released to CRHA, unless and until all required reporting pursuant to Sections (E), (F), and (G) above have been properly completed and submitted to the Housing Division, Housing Program Manager and/or designee.

(J) The Housing Division shall have fourteen (14) days from the date of report submittal to review and certify to CRHA that the reports provided meet CSRAP reporting standards defined in Sections (E), (F), and (G) above. After fourteen (14) days following report submittal (unless otherwise notified), CRHA and the Housing Division will consider all reports submitted to be complete, proper, and certified.

(K) All reports shall be submitted to the City's Housing Division.

WITNESS, the following signatures and seals:

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____

Print Name: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

J. Vaden Hunt, Esq.
Chief Deputy City Attorney

CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY

By: _____

Print Name: _____

Its: _____

Date:_____



CSRAP Program Evaluation Work Plan

Background and Goals

The City will conduct a program evaluation of the Charlottesville Supplemental Rental Assistance Program, or CSRAP. CSRAP is a City-funded, CRHA-administered, tenant-based rental subsidy initiative designed to help low-income residents secure housing in the private rental market. It serves households with incomes up to 60% of the Area Median Income (AMI) and is structured to support transitional housing options, though without codified time limits. Key provisions of the program include quarterly reporting, biennial tenant eligibility recertification, and administrative fees representing 10% of the annual allocation payable to CRHA. From FY18 to FY25 the City has allocated \$6.3 million to the program.

CSRAP exhibits several systemic challenges related to transparency, administration, coordination, and customer service, as identified through stakeholder engagement and internal review, including a review of the program agreement. To better understand these challenges and thus develop strategies for addressing them, the city will conduct a program evaluation.

Key Questions and Issues.

The program evaluation will broadly ask whether the program's service delivery and support functions are working as intended and whether the program design is suitable for achieving the program goals. The below preliminary questions have been suggested for inclusion however determination of the final questions is incorporated into the following plan.

- What are the appropriate resources needed to administer the program, including personnel, technology, and funding?
- Should the program include formal exit timelines and transition procedures and, if so, what should those be?
- Should the population served include non-City residents?
- Does the number of households served align with the program goals? Should the goals be adjusted?
- How does the program align with the housing funding priority levels, such as targeting 50% of funding to households at or below 30% AMI?
- How should the program meet housing funding priority goals?
- What are allowable uses of "unspent" funds?
- Could this program be used to target rental assistance for specific projects?

Engaging the program administrator and a variety of stakeholders in this process— including program participants, unserved target populations, affiliated programs, and referral sources— will be essential in the evaluation process, particularly in addressing the key impact questions identified below.

Key Impact Questions

1. Who benefits or who may benefit?

- a. Program participants
 - b. Eligible target population households who are currently on the waitlist or who have been unable to get on the waitlist.
 - c. Referral sources and affiliated programs
 - d. Program administration staff
- 2. Who is or may be burdened?
 - a. Eligible target population households who are currently on the waitlist or who have been unable to get on the waitlist.
 - b. Program participants who may become ineligible with certain program changes
- 3. Who is missing or left out?
 - a. Target population households who are unaware of the program
- 4. How do we know?
 - a. We will seek feedback from identified stakeholders.
 - b. We will use demographic data to identify the percentage of the target population that is currently being served.

Internal Stakeholders/Partners

The Housing Division of Neighborhood Development Services will lead the program evaluation. This will require a high level of involvement and an estimated 25% of one FTE's time over the course of six months.

The City's Department of Human Services, Social Services Department, and Home to Hope program staff are key stakeholders as referral sources and affiliated programs. We will consult with the department directors to determine the appropriate staff to include throughout the different phases of the below engagement strategy.

External Stakeholders/Partners

The primary external stakeholder is CRHA, the program administrator. Additional external stakeholders include program participants, households on the CSRAP waitlist, and affiliated programs and referral agencies, including The Haven, PCAEM, Blue Ridge Area Coalition for the Homeless (BRACH), Region Ten, and other organizations as identified in Phase 1 below. Additionally, the Housing Advisory Committee is included in this group.

Community Engagement Strategy

Phase 1: Prepare *inform/collaborate*

The Prepare Phase will start with informing internal and external stakeholders about the program evaluation. We will then collaborate with our stakeholders, including the program administrator, to finalize the evaluation scope and questions.

Phase 2: Identify *consult/involve*

In the Identify Phase we will consult with the program administrator to design the survey and interview questions. We will then conduct stakeholder interviews and surveys as part of the data collection process.

Phase 3: Strategize *involve/collaborate*

The Strategize Phase will include involving the program administrator and both internal and external stakeholders in reviewing our preliminary findings and gather stakeholder feedback as we develop recommendations for program improvements.

Phase 4: Review *consult*

In the Review Phase, we will share a draft of the evaluation report with and present our findings to internal and external stakeholders. We will consult with stakeholders to make any final improvements to the report before presenting to City Council.

Phase 5: Decision-Making *inform*

The Decision-Making Phase involved presenting the evaluation report to City Council and making our recommendations for the future of the program. Stakeholders can attend the City Council briefing and will have the opportunity to provide public comment. We will keep stakeholders informed of what decisions are made.

Phase 6: Implementation *collaborate/inform*

As we move forward with implementation, stakeholder collaboration will be essential in ensuring implementation integrity and a smooth transition as program changes come into effect. The implementation plan will include regular check-ins with the program administrator, referral agencies, and affiliated programs to facilitate continued communication, collaborative problem solving, and program transparency.

Key Tasks, Timeline, Staff Leads and Support

Task	Timeline	Staff Lead and Support
Inform internal and external stakeholders about program evaluation and get feedback on desired goals and outcomes	4 weeks	NDS Housing Division Director of NDS
Identify and formulate questions; identify and define critical program processes to be evaluated; and set criteria for assessment.	2 weeks	NDS Housing Division Director of NDS
Determine data needed to answer questions and method of data collection.	1 week	NDS Housing Division
Collect data, including stakeholder interviews.	4 weeks	NDS Housing Division
Analyze data- how does what is happening compare to performance standards?	4 weeks	NDS Housing Division
Review findings with stakeholders.	3 weeks	NDS Housing Division Director of NDS
Develop recommendations for program improvements.	2 weeks	NDS Housing Division Director of NDS
Report on findings and recommendations.	3 weeks	NDS Housing Division Director of NDS, Clerk of Council, and City Council
Develop plan for implementation of program changes and for ongoing program monitoring	2 weeks	NDS Housing Division Director of NDS
Implement changes	Ongoing beginning 7/1/2026	NDS Housing Division
Conduct ongoing program monitoring	Ongoing	NDS Housing Division

Policy Briefing Summary

City Council



Regarding:	Approval of the Regional Mutual Aid and Emergency Response Agreement
Staff Contact(s):	Michael Kochis, Police Chief
Presenter:	Michael Kochis, Police Chief
Date of Proposed Action:	December 1, 2025

Issue

This Mutual Aid and Emergency Response Agreement is made between the City of Charlottesville, Albemarle County, and the University of Virginia. This agreement replaces prior versions. The Parties acknowledge and agree that the continued operation and collaboration of the Parties are necessary to respond effectively to emergencies, threats to life, property, and public safety and to enhance the general welfare of the public throughout the region. The Parties make this Agreement for their mutual benefit, continuing and clarifying their long-standing practices in the provision of law enforcement and emergency response services to their citizens and visitors in the City, County, and University.

Background / Rule

Analysis

Financial Impact

none

Recommendation

To approve

Recommended Motion (if Applicable)

Attachments

1. Mutual Aid Agr. UVA-City-County 2025 FINAL_ADA

MUTUAL AID AND EMERGENCY RESPONSE AGREEMENT

This Mutual Aid and Emergency Response Agreement (Agreement) is made between the City Council for the City of Charlottesville, Virginia (City); the Board of Supervisors of Albemarle County, Virginia (County); and The Rector and Visitors of the University of Virginia (University), on behalf of their respective police departments and public safety agencies and departments, including: Charlottesville Police Department (CPD), Albemarle County Police Department (ACPD), and University Police Division (UPD). In this Agreement, they will be collectively referred to as the "Parties."

I. Purpose

The Parties acknowledge and agree that the continued operation and collaboration of the Parties are necessary to respond effectively to emergencies, threats to life, property, and public safety and to enhance the general welfare of the public throughout the region. The Parties make this Agreement for their mutual benefit, continuing and clarifying their long-standing practices in the provision of law enforcement and emergency response services to their citizens and visitors in the City, County, and University.

II. Authority

The Code of Virginia, §§ 15.2-1726, 15.2-1736, 23.1-815, and 44-146.20, authorizes this Agreement and its terms. The Parties intend and agree that this authority is invoked in this Agreement to the fullest extent permitted by law. The Parties also acknowledge the authority to send their respective personnel and equipment under the authority of Code of Virginia §§ 15.2-1724, 27-1, and 32.1-111.4:4. This Agreement does not limit or proscribe the acknowledged authority under these Sections or other provisions of law. The powers authorized to the respective Parties by Title 44, Chapter 3.2 of the Code of Virginia ("Emergency Services and Disaster Law") are in no way limited or proscribed by this Agreement. Nothing in this Agreement requires mutual aid or emergency response services to be provided if requested.

III. Concurrent Jurisdiction and Property of the University of Virginia

- A. City and County extra-territorial public properties. Pursuant to Virginia Code § 15.2-1725, the City and County may exercise full police power over their respective public properties located beyond the limits of the locality. Law enforcement officers and public safety personnel of both localities may be lawfully sent to such properties to protect the property, keep order, and enforce the laws of the Commonwealth and ordinances of the owning locality. ACPD, CPD, and the respective fire marshals and assistants have concurrent jurisdiction over properties within their own political boundaries, together with the law enforcement of the owning locality.
- B. University extra-territorial properties. Pursuant to Virginia Code § 23.1-816, the University may exercise full police power over its properties, whether owned, leased, or rented, including properties beyond the limits of its campus territory. In addition, UPD officers have concurrent jurisdiction in the designated areas of the City of Charlottesville, pursuant to Charlottesville Circuit Court Order, entered March 7, 2005, and to the extent any future court orders may alter or amend the territorial scope of that concurrent jurisdiction in either the City of Charlottesville or County of Albemarle. For purposes of

this Agreement, the jurisdiction of UPD is defined as the designated areas identified in any respective court orders. The Parties acknowledge that any concurrency does not extinguish any lawful power or authority of ACPD and/or CPD on University property that is otherwise located within the political boundaries of the respective local governments. Notwithstanding such lawful power, the City and County acknowledge the primary responsibility for law enforcement of University property lies with UPD.

IV. Scope

This Agreement is intended to and shall provide for the broadest scope of cooperation, collaboration, mutual aid, assistance, and support permitted by law. No provision in this Agreement shall be construed to limit any lawful authority to achieve the Purpose. This Agreement includes mutual aid, cooperation, and authorization for law enforcement (including sworn officers, auxiliary personnel, and volunteers), fire protection, emergency medical services, and emergency management personnel. This Agreement also applies to the transport to and return from a Party's jurisdiction when any of that Party's personnel are engaged in providing emergency, mutual aid, and cooperative services, except to the extent said personnel are engaged in a frolic or detour.

V. Prior Agreements, Existing Agreements, Future Agreements

This Agreement replaces the "Police Mutual Aid Agreement" of August 16, 1995. The Parties acknowledge the continued effect of the "Executive Agreement for Implementation of Police Mutual Aid Agreement" of April 14, 2004, between the City and County and the "Executive Agreement for Implementation of Police Mutual Aid" of March 11, 2005, between the City and University and hereby authorize the Parties' respective executives or their designees to amend, re-execute, or replace these Executive Agreements to implement the provisions of this Agreement. Nothing contained in the Executive Agreements, as amended or superseded, shall contradict this Agreement. The Parties further authorize their respective executives to approve or execute additional protocols, including but not limited to those of the emergency management Multi-Agency Coordination Group. The 2023 "Mutual Aid Agreement between City of Charlottesville and County of Albemarle" regarding fire protection, firefighting, and emergency medical services, continues in full force and effect and is not altered by this Agreement. The "Memorandum of Agreement between UPD and ACPD" regarding emergency custody and temporary detention transfers, pursuant to Virginia Code § 37.2-808 et seq., is acknowledged, as amended.

VI. Requests for Mutual Aid and Assistance

- A. Circumstances for request. The Parties may request mutual aid under this Agreement for any lawful purpose related to public safety response, whether the circumstances are existing or anticipated, planned or unplanned.
- B. Authority to request and send aid. For any planned or anticipated event or incident requiring mutual aid or when the resources of multiple public safety agencies of any Party are requested, the County Executive, City Manager, and Chief Executive Officer of the University are authorized to make requests and respond thereto. In addition, mutual aid and assistance may be requested and approved by the following persons or their designees:
 - 1. *Law enforcement services.* The County Executive, City Manager, and Chief Executive Officer of the University may make and approve mutual aid

requests, generally. In addition, the following personnel and their superiors may request and respond to resource-specific mutual aid:

- a. Police chiefs for:
 - i. Emergency response group (Special Weapons And Tactics (SWAT)/Crisis Negotiation Teams/Special Response Team/Emergency Response Team) deployment. The respective chiefs of police may request and respond to a need for special teams deployment.
 - b. On-duty lieutenant or shift commander for:
 - i. Calls for service back-up. The on-duty lieutenant or shift commander from the respective Parties may request and provide officers to answer routine calls for service, if the Requesting Party's agency is responding to an incident within its jurisdiction for which its routine resources are rendered limited or operationally insufficient.
 - c. On-duty shift commander for:
 - i. Drones and special vehicles and equipment deployment;
 - ii. K-9 deployment; and
 - iii. Animal protection services.
 - d. On-duty police sergeant for: investigative services and enforcement.
2. *Fire protection, firefighting, and emergency medical services.* The respective on-duty battalion chiefs of the City or County may make and approve mutual aid requests, including but not limited to hazmat mitigation, water rescue, and vehicle extraction;
 3. *Emergency management services and coordination efforts.* The respective Emergency Management Coordinators for the City and County and Director of Emergency Management for the University, or their designees, may make and approve mutual aid requests.
 4. *Emergencies under Virginia Code §15.2-1724 and related sections.* For any circumstances described in Virginia Code §§ 15.2-1724, 27-1, and 32.1-111.4:4, for which law enforcement, firefighting, or emergency medical personnel, together with any necessary equipment, may be sent out of its political jurisdiction, the highest-ranking responsible officer on-scene may request assistance from any or all of the Parties' law enforcement officers and other public safety response personnel. Once lawfully sent, law enforcement officers and other public safety personnel may fulfill any proper duty involving or related to the emergency. This Agreement in no way restricts the Parties' authority to act under the authority of these statutes.
- C. Information and intelligence. When a request is made, the Requesting Party shall provide to Responding Party or Parties all plans, protocols, intelligence, and information, whether in draft or final form, related to the request. The Parties acknowledge that some or all of the contents of this disclosure may be confidential, law enforcement sensitive, or otherwise protected by law from further disclosure ("Confidential Information"). The Requesting Party shall indicate clearly what, if any, information is, in its assessment, confidential and not subject to public disclosure. If a Responding Party is in possession of Confidential Information and receives a request under the Freedom of Information Act (Virginia Code § 2.2-3700 *et seq.*) or a subpoena for which the Confidential Information would be responsive,

the Responding Party will confer with the Requesting Party before making a response.

- D. Scope of requested aid. The Parties intend that the scope of mutual aid that may be requested or provided by this Agreement is the broadest extent permitted by law. When mutual aid is requested by any Party or Parties, unilaterally or reciprocally, the Responding Party or Parties may send law enforcement officers and other personnel—including but not limited to firefighters, emergency medical providers, and emergency management and response personnel, together with any other resources or equipment of the Parties—beyond the territorial limits of their jurisdiction to the other Party's jurisdiction to assist in meeting a public safety need.
- E. Communications. To the extent feasible, the Requesting Party shall be responsible for designating or supplying radio or other communications equipment for use by and among the Responding Parties. Communications will be facilitated by the Emergency Communications Center (ECC).
- F. Command and control. While performing any duty, function, or service under this Agreement, personnel will at all times remain under the ultimate authority of the chiefs or directors of the Party by which they are appointed or employed. While in use under this Agreement, canines, vehicles, aircraft, drones, watercraft, equipment, and supplies shall at all times remain under the ultimate authority and control of the Party by which they are owned.
 - 1. *Incident command/unified command.* Notwithstanding the authority of the employing and owning Party described above, personnel and equipment deployed under this Agreement will integrate into the Incident Command System (ICS) established for the event. Operational control during the incident will follow ICS protocols under the direction of the Incident Commander or Unified Command. Any restrictions on personnel or equipment usage must be communicated to the Incident Commander before deployment. Every Party with resources provided under this Agreement will have the right to participation in planning for any incident or event and to representation in the command center during all operational periods of an event or incident.
 - 2. *Resulting criminal investigations.* The responsibility for investigation and subsequent actions concerning any criminal offense will remain with the law enforcement agency of the Requesting Party within whose jurisdiction the offense occurred. Law enforcement personnel entering the Requesting Party's jurisdiction will promptly notify the Requesting Party's law enforcement agency upon the discovery of a crime in the Requesting Party's jurisdiction.
 - 3. *After-action debriefing and reporting.* The Requesting Party will provide for an after-action debriefing opportunity as soon as practicable after the event. If a report is generated from the after-action debriefing, all participating Parties may provide input and will be provided a copy of the report. Nothing in this subsection requires distribution of intra-agency evaluations among the Parties, but such evaluations may be provided at the discretion of the respective Parties' police chiefs.
- G. Decline, withdrawal, and termination of aid. Any Party may decline a request for mutual aid. If an authorized person, as identified in Section VI(B), above, determines to terminate or withdraw mutual aid, in whole or in part, the action will

be communicated to the Requesting Party's authorized representative or designee. Withdrawal or termination of mutual aid will be coordinated among the Parties in such a manner as to protect the best interests of the public.

VII. Continuous Aid. In addition to the circumstances giving rise to the need for mutual aid as discussed in Section VI, the Parties intend for and authorize mutual aid and cooperative assistance to be provided on a regular and ongoing basis for the following activities:

- A. Multi-jurisdictional law enforcement investigations. Criminal investigations often require law enforcement activities across jurisdictional boundaries. The chiefs of police for each of the Parties are authorized to designate several investigators who may be sent across their respective political jurisdictional boundaries to participate in joint or related criminal investigations without specific requests. The chiefs of police or their designees will advise their counterparts of the designated investigators and the nature of the investigations. The chiefs of police may establish specific *ad hoc* task forces for specific investigations. The chiefs of police or their designees will confer as needed regarding the scope, efficacy, duration, and identity of assigned personnel designated under this subsection. The following types of investigations are expressly included in this authorization:
 - 1. *Felony criminal sexual assault and unattended death investigations.* In accordance with Virginia Code § 23.1-815, any Party may request mutual aid, assistance, and support for the investigation of felony criminal sexual assaults and medically unattended deaths. Any Party investigating a crime under this subsection on a University property, non-campus property, or public property immediately adjacent to campus property, will notify the appropriate local Commonwealth's Attorney within 48 hours of the beginning of the investigation. No notification to the Commonwealth's Attorney will require disclosure of the victim's identifying information, unless the victim provides express consent or as otherwise permitted by law.
 - 2. *Human trafficking, sexual exploitation, intimate partner violence, and stalking.* The Parties may request and provide mutual aid, assistance, and cooperation to investigate crimes involving human trafficking, sexual exploitation, intimate partner violence, and stalking.
- B. 3A Taskforce. The Parties are among the members of the currently constituted 3ATaskforce. All activities within the scope of the Memorandum of Understanding (MOU) between the Parties and the Virginia State Police and authorized by the Special State Police Officer authority of each Taskforce member are recognized by the Parties. To the extent that Taskforce members provide lawful, law enforcement services not covered by the MOU or otherwise authorized by Virginia Code § 15.2-1724, ¶1(i), this Agreement applies, and mutual aid is authorized.
- C. Fire marshal investigations. The respective Fire Marshals for the City and County are responsible for any investigations under their authority as local fire officials under the Statewide Fire Prevention Code, as well as any property subject to the authority of the State Fire Marshal, upon request of the State Fire Marshal.
- D. Joint trainings or exercises. The Parties are signatories to the "Operational Agreement for the Establishment of a Law Enforcement Training Facility." In

addition to the ongoing cooperation pursuant to that operational agreement, the Parties may engage in joint trainings, including but not limited to planning meetings, tabletop exercises, and full-scale drills. This Agreement provides authority for personnel to be present at the training within the hosting Party's jurisdiction as a provision of mutual aid.

- E. Law-enforcement activities at the University Medical Center. If law enforcement transports detainees, prisoners, or subjects of emergency custody or temporary detention orders, or otherwise maintains custody of such persons en route to or while at the University Medical Center, their lawful activities are permitted by this Agreement, if not otherwise authorized by Virginia Code § 15.2-1724, ¶1 (iii) or other provision of law.
- F. Multi-jurisdictional cooperation pursuant to Virginia Code §§ 15.2-1627.4, -1627.5, 1627.6. If requested by the respective Commonwealth's Attorney for the City or County, UPD, CPD, and ACPD may participate in review teams for sexual assault; child sexual abuse; abuse, neglect, and exploitation of adults; and human trafficking.
- G. Information Sharing and Analysis. In addition to the information and intelligence sharing authorized in Section VI(C), above, the Parties agree to continue and enhance their information and intelligence sharing to the extent permitted by law and their respective policies and procedures.

VIII. Effective Date, Term, and Withdrawal

- A. Effective date. This Agreement shall be effective as of the date of the adopting resolution approved by the Party's governing body last in time.
- B. Term. This Agreement is in effect indefinitely unless and until withdrawal of two or more Parties.
- C. Withdrawal. Any Party may withdraw from this Agreement by giving 90 days' written notice of its intent to the other Parties. The withdrawal of one Party shall not affect the force and validity of the Agreement as to the remaining Parties. Any notice of intent to withdraw requires authorization by the Party's governing body.

IX. Liability, Immunity, Waiver

- A. Liability. To the extent required by law, each Party is solely and exclusively responsible for the acts and omissions of its law enforcement officers and other personnel while performing duties, functions, or services pursuant to this Agreement.
- B. No reimbursement. No Party shall be liable to any other Party for reimbursement for compensation, benefits, injuries to personnel, damages to equipment, cost of supplies, or any other expenses or costs incurred while performing services under this Agreement, unless the Parties expressly agree to the allocation of such expenses and costs, including but not limited to, an agreement for which reimbursement may be received from the Commonwealth of Virginia Department of Emergency Management (VDEM) or Federal Emergency Management Agency (FEMA).
- C. Immunity. Nothing in this Agreement waives or abrogates any immunity available to the Parties or their employees, agents, servants, or volunteers.

1. *Respective Parties.* The acts performed pursuant to this Agreement and the expenditures made for such purposes by the Parties will be deemed conclusively to be for a public and governmental purpose. All of the immunities from liability enjoyed by a Party when acting through its police officers or other officers, agents, or employees for a public or governmental purpose within its territorial limits shall be enjoyed by it to the same extent when the Party acts beyond its territorial limits pursuant to this Agreement.
 2. *Parties' officers, employees, agents, and volunteers.* All immunities from liability, exemptions from laws, ordinances and regulations, pension, relief, disability, workers' compensation, life and health insurance, and other benefits enjoyed by law enforcement officers and other employees, agents, and volunteers of each Party shall extend fully to all the services they perform under this Agreement outside of their respective jurisdictions. The provision of these benefits will remain the responsibility of the employing jurisdiction.
- D. Waiver. Nothing in this Agreement shall be deemed to be a waiver, express or implied, of the sovereign, governmental, or other immunity of the Parties, their respective officers, officials, or employees, or the Commonwealth of Virginia. This Agreement does not create and shall not be construed to create any right or claim by any alleged third-party beneficiary or any basis for reliance by any person or entity not a Party to this Agreement.

X. Miscellany

- A. Governing law. This Agreement is governed by the laws of the Commonwealth of Virginia without regard to its choice of law rules.
- B. Entire agreement. This Agreement is the entire agreement between the Parties on the subject of mutual aid, except as may be augmented and implemented by any supplemental agreements authorized in Section V, above.
- C. Signature authority. By adoption of this Agreement, the Parties authorize their respective County Executive, City Manager, and Chief Operating Officer to sign this Agreement.

[signatures following]

CITY COUNCIL FOR THE CITY OF CHARLOTTESVILLE, VIRGINIA

Samuel Sanders, Jr., City Manager

Date

Seen and agreed:

Michael Kochis, Chief of Police

Date

Michael Thomas, Fire Chief

Date

John Oprandy, Emergency Management
Coordinator

Date

Approved as to form:

City Attorney's Office

Date

BOARD OF SUPERVISORS FOR ALBEMARLE COUNTY, VIRGINIA



County Executive

9/4/25
Date

Seen and agreed:



Sean Reeves, Chief of Police

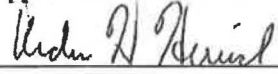
07-25-25
Date



Dan Eggleston, Fire Chief
Emergency Management Coordinator

07-29-2025
Date

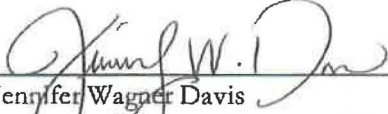
Approved as to form:



County Attorney

9/4/2025
Date

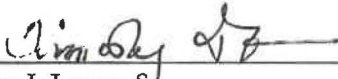
RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA



Jennifer Wagner Davis
Executive Vice President and Chief Operating Officer


9/21/2025
Date

Seen and agreed:



Timothy J. Longo, Sr.
Associate Vice President for Safety and Security and Chief of Police

9/17/25
Date



John DeSilva
Director of Emergency Management

9/18/25
Date

Approved as to form:



University Counsel

9/22/25
Date