



City Council Meeting Agenda

August 3, 2026

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

Juandiego R. Wade, Mayor
Natalie Oschrein, Vice Mayor
Jen Fleisher
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: ANCHOR FY 26 Annual Report
2. Report: Homeless Services Update

5:30 PM Closed Meeting (if called)

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.

3. Minutes: May 4, 2026 regular meeting
4. Resolution: Resolution appropriating funds for the Virginia Department of Education Special Nutrition Program Summer Food Service Program - \$40,000 (2nd reading)
5. Ordinance: Ordinance amending and reenacting Chapter 2, Article XV of the Code of the City of Charlottesville, the Charlottesville Human Rights Ordinance (2nd reading)
6. Resolution: Resolution Allocating Charlottesville Affordable Housing Fund Grant Program Funding for Charlottesville Redevelopment and Housing Authority South First Street Phase Two in the Amount of \$425,000 (2nd reading)
7. Ordinance: Ordinance Adoption: 801 West Street; Zoning Text Amendment (PI-26-0043), Designation of Individually Protected Property (2nd reading)
8. Ordinance: Ordinance: 801 West Street: Zoning Map Amendment (PI-26-0042), Designation of Individually Protected Property (2nd reading)

9. Resolution: Resolution to Authorize \$204,017 in additional funds for the Albemarle Charlottesville Regional Jail (1 of 2 readings)
10. Resolution: Resolution to appropriate Albemarle County Human Services funding to the Department of Human Services for the Community Attention Youth Internship Program for \$63,000 (1 of 2 readings)
11. Resolution: Resolution to appropriate additional \$45,330.18 from the Virginia Department of Housing and Community Development, Housing Opportunities for Persons with AIDS/HIV grant 25-HOPWA-303 (1 of 2 readings)
12. Resolution: Resolution for Compromise of Claim: Water and Wastewater Leak Credit for \$13,074.68 for CRHA.

IX. City Manager Report

- Presentation: Strategic Plan Report for FY2024 - FY2026
- Presentation: City Manager's Work Plan
- Report: City Manager Report

X. Action Items

13. Public Hearing/Res.: Public Hearing and Resolution for Approving a Lease of City-Owned Property located at 708 Page Street and a portion of City-Owned Property located at 210 8th Street NW to City of Promise, Inc.
14. Resolution: Resolution Authorizing Agreement with Charlottesville-Albemarle Airport Authority for Provision of Legal Services by City Attorney's Office

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:	ANCHOR FY 26 Annual Report
Staff Contact(s):	Hunter Smith, Human Services Planner, Misty Graves, Director of Human Services
Presenter:	Hunter Smith, Human Services Planner
Date of Proposed Action:	August 3, 2026

Issue

ANCHOR (Assisting with Navigation, Crisis Help, and Outreach Resources) consists of two police officers, two firefighter EMT's and two mental health professionals to respond to 911 calls for mental health or substance use help. This team launched on July 1, 2024, and recently completed their second year. The presentation will cover FY 26 data, highlights, challenges and the vision for FY 27.

Background / Rule

The ANCHOR (Assisting with Navigation, Crisis Help, and Outreach Resources) Co-Response Team is a collaborative group of law enforcement officers, firefighters, medical professionals, and mental health professionals who work together to respond to calls involving individuals experiencing behavioral health crises. The team aims to de-escalate situations, assess needs, and connect people with appropriate services instead of resorting to arrest when possible.

Launched in July 2024, ANCHOR's goals are to connect community members to stabilizing provider/s for long support and prevention services and engage in harm reduction efforts. The Team, responding to calls for service that come into our community's 9-1-1 system, works to de-escalate and support residents who are in crisis to help provide support at the moment and prevent other alternative options for resolution.

Analysis

Year two of the ANCHOR Co-Response Team was very informative. Notable achievements this year included successfully implementing a client record keeping system which allows team members to access up-to-date information on client interactions. It also provides real-time data that can be shared community wide. The team also attended the annual International Co-Responders Conference in Houston, Texas this year to learn from experts and peers in this emerging field.

Currently, ANCHOR operates Monday through Friday from 8 to 6 pm. This year, the ANCHOR team had 420 encounters and supported 241 unique clients. About 67% of these encounters were live responses to 911 calls for service, while about 20% were related to follow-up interactions post-incident.

Financial Impact

There is no financial impact.

Recommendation

Receive the report as presented.

Recommended Motion (if Applicable)

Motion to accept the report as presented.

Attachments

None

Policy Briefing Summary

City Council



Regarding:	Homeless Services Update
Staff Contact(s):	Misty Graves, Director of Human Services, Samuel Roman, Assistant City Manager
Presenter:	Misty Graves, Director of Human Services
Date of Proposed Action:	August 3, 2026

Issue

Background / Rule

Analysis

Financial Impact

Recommendation

Recommended Motion (if Applicable)

Attachments

None



CHARLOTTESVILLE CITY COUNCIL MEETING MINUTES

May 4, 2026 at 4:00 PM
Council Chamber

The May 4, 2026, regular meeting of the Charlottesville City Council was called to order by Mayor Juandiego Wade. Clerk of Council Kyna Thomas called roll with all councilors present: Mayor Juandiego Wade, Vice Mayor Natalie Oschrein, and Councilors Jen Fleisher, Michael Payne and Lloyd Snook.

On motion by Fleisher, seconded by Snook, Council by acclamation approved the meeting agenda.

REPORTS

1. REPORT: State of Homelessness Report

City Manager Samuel Sanders, Jr. introduced The Annual State of Homelessness as an annual briefing from agencies on the continuum of care.

Blue Ridge Area Coalition for the Homeless (BRACH) – Shayla Washington, Executive Director

Ms. Washington detailed the coalition's efforts to make homelessness rare, brief, and non-recurring by collaborating with service providers collaborate with communities to help individuals and families achieve housing stability, financial health, and improved quality of life. BRACH's role is to serve as the Continuum of Care (CoC) lead agency, manage HUD and state grants, coordinate performance standards, and oversee the Homeless Management Information System (HMIS). She stated that the purpose of the presentation was to provide an overview of local homelessness in 2026, discuss trends and system performance, identify gaps, and outline strategic priorities. The presentation included a report on the most recent Point in Time Count which counts the unhoused population in the city.

The By-Name List (BNL) reported 703 total people counted over one year, up from 620 people between May 1, 2024 – April 30, 2025. Currently documented individuals totaled 333 on the BNL, and of those currently on the list, 90 (27%) reported the locality of their last permanent address, with 58 reporting Charlottesville.

Some Key Drivers and System Pressures reported were:

- Rising rents, leading to rising evictions
- Limited affordable and low-income housing
- Behavioral health gaps
- Longer shelter stays
- Aging unhoused population
- Staff burnout
- Limited landlords

People and Congregations Engaged in Ministries (PACEM) – Cindy Chambers, Deputy Director

PACEM is a faith-based nonprofit that provides seasonal, low-barrier shelter and housing navigation services through a network of over 50 congregations. provides cold weather shelter, secure housing, and housing-focused case management and street outreach. Ms. Chambers stated that secure housing efforts were focused on individuals who could pay rent, and she reported improvements to the cold-weather shelter with:

- Increased staffing and supervision
- More diverse staff
- Expanded staff training from 4 hours to 25 hours
- 87% of staff are Mental Health First Aid certified

- More transparent Policies and Procedures
- Increased volunteer training
- Improved inclement weather planning and response
- Focus on Consistent Service

The Haven – Owen Brennan, Executive Director

The Haven is a year-round day shelter that provides meals, showers, laundry, mail services, and housing support. It partners with BRACH, UVA Health (offering on-site medical and psychiatric care), and the City's Department of Human Services. During the year April 1, 2025, through March 30, 2026, there were 25,792 total visits to the day shelter, with 433 unique guests and 25,557 meals served.

The Salvation Army – Major Mark Van Meter

The Salvation Army, in Charlottesville since 1912, provides a variety of programs and services that help individuals and families thrive. The Army employs a holistic approach to provide shelter, hunger relief, emergency financial assistance, clothing, personal hygiene items, and case management to address physical, emotional, and spiritual needs. With community support, the organization has been able to begin re-establishing family sheltering. Approximately 33-35% of individuals coming into the shelter are coming out of incarceration and they are seeking to reintegrate into society, requiring resource stability

Major Van Meter presented on the organization's operations, which include a 58-bed shelter and a daily soup kitchen serving meals year-round. In FY25 (10/1/24 – 9/30/25), the shelter provided 51,036 prepared meals, distributed 1,367 food boxes and 63,562 pounds of food received from Blue Ridge Area, served 840 individual men and women, and provided utility bill assistance to 875 households. 5,915 individuals were served by the emergency services team and 103 shelter guests exited homelessness. Major Van Meter also mentioned that individuals are staying longer, and that the shelter receives on average 50 calls per day seeking assistance for shelter, partner referrals and utilities or food. Many of the organization's challenges stem from the need to address mental health issues. The organization operates almost entirely on community donations and grants.

Mr. Brennan answered questions about organizational efforts to address the encampment at the Rivanna River.

Police Chief Michael Kochis provided data about calls dispatched to the encampment near the Rivanna River. Fire Marshal Joe Phillips provided information about common calls to the area, including smoke, medical and environmental hazards.

Cameron Moore, PACEM Executive Director, made a clarifying point about community solutions for the encampments, stating that if there is a direct-to-housing initiative, the housing needs to be available. BRACH's board paused encampment discussions to focus on the low barrier shelter once the Holiday Drive property was acquired. He emphasized that the community and BRACH need to re-engage in conversations about the methodology used to care for people in the encampments. Regarding housing availability, he noted that a direct-to-housing initiative would require enough places for people to go.

Ms. Washington stated that Region Ten is involved in the Continuum of Care, and because of the risk of losing federal funding for permanent supportive housing based on new priorities of the Department of Housing and Urban Development, they are likely to step away from providing that service. The Continuum of Care will be looking for a new provider to run the HUD-based permanent supportive housing program in Charlottesville. She noted that funding for a housing program would be used for staffing to manage and support the program as well as subsidies for those in need of shelter. In response to Councilor Snook's question regarding coordination and efficiencies between agencies addressing the 2000 Holiday Drive transformation, Ms. Washington stated that an updated estimate for Phase I was sent to Mr. Sanders earlier in

the day and the BRACH awaits feedback and confirmation from City Council to know in which direction the city would like to move.

CLOSED MEETING

On motion by Oschrin, seconded by Payne, Council voted unanimously to meet in closed session as authorized by the Virginia Freedom of Information Act, as follows:

1. Pursuant to Virginia Code Section 2.2-3711(A)(8) for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, specifically, rules governing appeals to the City Council from the Board of Architectural Review.
2. Pursuant to Virginia Code Section 2.2-3711(A)(7) for consultation or briefing with legal counsel pertaining to actual or probable litigation where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body. The specific matters to be discussed are (1) *Columbia Gas of Virginia v. City of Charlottesville* and (2) a matter involving the allocation of revenue from the sale of assets connected to City real estate.
3. Pursuant to Virginia Code Section 2.2-3711(A)(19) for discussion of reports or plans related to the security of any governmental facility, building or structure, or the safety of persons using such facility, building or structure, specifically, Charlottesville City Hall.
4. Pursuant to Virginia Code Section 2.2-3711(A)(3) for discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the City's bargaining position or negotiating strategy. The Specific subject matter to be discussed is the possible acquisition of certain real property by CRHA.

BUSINESS SESSION

The 6:30 p.m. business portion of the meeting began with a moment of silence.

ANNOUNCEMENTS

Mayor Wade announced the winners of the My Help List writing contest.

Vice Mayor Oschrin announced the May 10 organized walk in the Rose Hill neighborhood.

Councilor Snook added that the Historic Resources Committee organizes the historic component of the neighborhood walks.

RECOGNITIONS/PROCLAMATIONS

- **PROCLAMATION: Older Americans Month**
Mayor Wade presented the Older Americans Month proclamation to Christina Evans, CEO at JABA.
- **PROCLAMATION: Bike Month**
Vice Mayor Oschrin presented the Bike Month proclamation to Co-chairs of the Bike & Pedestrian Committee.

- **PROCLAMATION: Police Week, May 11-16, 2026**
Councilor Snook presented the Police Week proclamation to Chief Michael Kochis.
- **PROCLAMATION: Lupus Awareness Month**
Councilor Fleisher presented the Lupus Awareness Month proclamation to Kim Harris, who spoke on behalf of her family member living with the disease, and the Lupus community in the Charlottesville region.
- **PROCLAMATION: ALS Awareness Month**
Councilor Payne read the ALS Awareness Month proclamation.
- **RECOGNITION: 57th Annual Professional Municipal Clerks Week, May 3-9**
Mayor Wade expressed appreciation to Clerk Kyna Thomas and clerk office staff.

COMMUNITY MATTERS

1. Sarah Malpass, city resident and Vice President of the Fifeville Neighborhood Association, asked Council to uphold the Board of Architectural Review (BAR) denial of the Certificate of Appropriateness for The Mark at 7th Street SW.
2. Frank Bechter, city resident, urged Council to uphold the BAR denial of the Certificate of Appropriateness for The Mark at 7th Street SW.
3. Gillet Rosenblith, city resident, housing authority member and historian who studies housing, thanked Council for approving the Charlottesville Redevelopment and Housing Authority's nonprofit entity and asked Council to uphold the BAR denial of the Certificate of Appropriateness for The Mark at 7th Street SW. She also requested that the city pressure UVA to pay taxes.
4. Paul Reeder, city resident, representing homeowners at Oak Grove Condo Owners Association, asked Council to uphold the BAR denial of the Certificate of Appropriateness for The Mark at 7th Street SW. He also encouraged pressuring UVA to build student housing on its own land.
5. Angela Carr, city resident, stated that the community is watching to see which Council members will let them down and who will lift them up regarding the proposed development on 7th Street, The Mark.
6. Alicia Lenahan, Albemarle County resident, spoke about the impacts of racism on Black communities and businesses, and Council's role in addressing equity and the pitfalls of urban density. She asked rhetorical questions about potential City Council actions to address federal law enforcement threats.
7. John Mason, city resident, spoke in support of the BAR decision to deny a Certificate of Appropriateness and in opposition to the proposed building, The Mark, in the Fifeville neighborhood on 7th Street. He spoke about the steep decline in Black residents in the City between 2000 and 2020 as a result of systemic racism.
8. Andy, a city resident who attended the BAR meeting where the Certificate of Appropriateness was denied for The Mark, urged Council to uphold the BAR denial of the Certificate of Appropriateness for The Mark at 7th Street SW. He stated that the development is an investment - not just housing.
9. Letricia Giles, city resident speaking on behalf of the Public Housing Association of Residents (PHAR), urged Council to uphold the BAR denial of the Certificate of Appropriateness for The Mark at 7th Street SW.
10. Rosia Parker, city resident, spoke about the struggles of the Black community in Charlottesville, and urged Council to uphold the BAR denial of the Certificate of Appropriateness for The Mark at 7th Street SW to prevent further displacement and burden on Black residents, while UVA does not pay property taxes.
11. Ena Akondwera, Urban Planning student and Friends of PHAR Co-president, urged Council to support the BAR denial of the Certificate of Appropriateness for The Mark at 7th Street SW.

12. Jeff Fogel, city resident, stated that the city is at an inflection point regarding poor people and Black people. He urged Council to uphold the BAR denial of the Certificate of Appropriateness for The Mark at 7th Street SW, and to put the community first.
13. Vanessa, working on 7th Street, stated that no one is getting displaced with The Mark project. She stated that the neighborhood has changed and requested that Council base their decision using zoning rules.
14. Sylethia Carr, city resident whose family used to live in the 7th Street area, urged Council to uphold the BAR denial of the Certificate of Appropriateness for The Mark at 7th Street SW. She spoke about the negative impacts of development on the Black community and families in the city.
15. Erin Hanagan, stated that the decision Council makes today on The Mark will impact housing, and that housing for the homeless can't happen without additional homes.
16. A resident speaking on behalf of a neighbor Stacy Rush, spoke about disrespect that happened to Black friends during the Tom Tom Festival.

CONSENT AGENDA

Clerk of Council Kyna Thomas read the following Consent Agenda items into the record, and on motion by Oschrin, seconded by Fleisher, Council by the following vote adopted the Consent Agenda: 5-0 (Ayes: Fleisher, Oschrin, Payne, Snook, Wade; Noes: None).

2. MINUTES: February 2 regular meeting; April 27 special meeting
3. RESOLUTION to appropriate \$389,975 from the Virginia Department of Housing and Community Development, Housing Opportunities for Persons with AIDS/HIV grant 26-HOPWA-303 (layover)
4. RESOLUTION to appropriate \$98,484 from the Virginia Department of Housing and Community Development, Virginia Homeless Solutions Program Grant 26-VHSP FED RRH- 37 (layover)
5. RESOLUTION to appropriate funds from Charlottesville City School Reimbursement (2nd reading)

RESOLUTION

Appropriating \$268,382.46 in Reimbursement Funds to the Buford/Charlottesville Middle School Renovation Project

WHEREAS, Charlottesville City Schools received a UVA Innovation Grant to fund additional improvements to the science laboratories at Buford/Charlottesville Middle School, which were completed through a change order to the existing contract with Nielsen Builders; and

WHEREAS, Charlottesville City Schools reimbursed the City of Charlottesville \$268,382.46 for this work, and these funds should be returned to the Buford/ Charlottesville Middle School Renovation Project (P-01012) to replenish the project budget.

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Charlottesville that \$268,382.46 is hereby appropriated to the Buford/Charlottesville Middle School Renovation Project (P-01012).

Revenue

\$268,382.46	Fund:426	WBS: P-01012	G/L Account: 432085
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Expenditure

\$268,382.46	Fund:426	WBS: P-01012	GIL Account: 532085
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6. RESOLUTION to Appropriate \$115,443 in Woodland Drive Performance Bond Funds (2nd reading)

RESOLUTION
To Appropriate \$115,443 in Woodland Drive Performance Bond Funds

WHEREAS, the City of Charlottesville has received a performance bond for the Woodland Drive project; and

WHEREAS, the contractor has not completed the work and the bond proceeds were cashed and deposited in the City's CIP fund and the funds are now needed to complete the necessary work and closeout the project;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville is hereby appropriated in the following manner:

Expenditure

\$ 115,443 Fund: 426 Funded Program: P-01140 G/L Account: 530670

7. RESOLUTION: FY26 Charlottesville Affordable Housing Fund Grant Funding Award (2nd reading)

RESOLUTION
Allocating Charlottesville Affordable Housing Fund FY26 Grant Program Funding for Affordable Housing Projects and Initiatives in the Amount of \$823,000

WHEREAS the City of Charlottesville, Virginia ("City"), having established the Charlottesville Affordable Housing Fund ("CAHF") Grant Program to provide financial support for community agency programs aiding in affordable housing and homelessness relief, hereby allocates \$823,000 from the CAHF Grant Program under Fund 426 Project: CP-084, as per the City's FY26 Capital Improvement Program Budget.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia ("City Council"), that upon consideration of the CAHF Committee's recommendations for the CAHF Grant Program, City Council hereby allocates funds to the following CAHF applicants:

Fund	Project	G/L Account	Applicant	Funded Project/Initiative	CAHF Award
426	CP-084	530670	Albemarle Housing Improvement Program	Charlottesville Critical Repair and Rehab	\$166,800.00
426	CP-084	530670	Building Goodness Foundation	C'ville Builds: Healthy Homes	\$70,000.00
426	CP-084	530670	Community Services Housing	Rehabilitation of CSH Properties	\$68,997.50
426	CP-084	530670	Habitat For Humanity of Greater Charlottesville	Habitat Core 2026	\$286,026.86
426	CP-084	530670	Piedmont Housing Alliance	Deepening Affordability at 1025 Park St.	\$231,175.64

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

8. RESOLUTION to authorize the reallocation of \$1,854,818 previously appropriated CIP funding to alternative infrastructure projects with budget gaps (2nd reading)

RESOLUTION

To Authorize Reallocation of \$1,854,818 Previously Appropriated CIP Funding to Alternate Infrastructure Projects with Budget Gaps

WHEREAS, the City of Charlottesville has previously allocated CIP funding for Charlottesville High School Roof Replacement and City Hall Flood Damage Repair and both projects have remaining unspent project balances; and

WHEREAS, the Meadowcreek Trail Project and Pollocks Branch Project both have budget gaps due to various circumstances;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville that previously appropriated CIP funding is hereby reallocated in the following manner:

Transfer From:

\$1,104,818	Fund: 426	Internal Order: 1000035	G/L Account: 599999
\$750,000	Fund: 426	Funded Program: P-01057	G/L Account: 599999

Transfer To:

\$1,500,000	Fund: 426	Funded Program: P-00995	G/L Account: 599999 - Meadowcreek
\$300,000	Fund: 426	Funded Program: P-01135	G/L Account: 599999 - Pollacks
\$54,818	Fund: 426	Funded Program: CP-080	G/L Account: 599999 - CIP Contingency

9. RESOLUTION appropriating \$4,555,000 from the CIP Contingency Fund for critical unfunded and one-time operational priorities (2nd reading)

RESOLUTION

To Allocate \$4,555,000 from the Capital Improvement Program Contingency Fund

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

WHEREAS the City Manager has made a recommendation and request to allocate a portion of the contingency funds to address one-time expenditures that have not previously been appropriated; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$4,555,000 is hereby allocated from currently appropriated funds in the CIP Contingency Fund for the following:

Purpose 1 - An amount not to exceed \$1,500,000 to support critical human resource management

systems

Purpose 2 - An amount not to exceed \$1,095,000 to construct critical pedestrian infrastructure

Purpose 3 - An amount not to exceed \$750,000 to address emergency management priorities

Purpose 4 - An amount not to exceed \$400,000 to expand critical snow management equipment

Purpose 5 - An amount not to exceed \$310,000 to address strategic planning, performance management, and capacity priorities

Purpose 6 - An amount not to exceed \$300,000 to offset overtime for Charlottesville Fire Department

Purpose 7 - An amount not to exceed \$200,000 to address capacity building for CRHA in association with prior unfilled agreement with the City

10. RESOLUTION: Charlottesville-UVA-Albemarle Emergency Communications Center Lease Amendment

RESOLUTION

**Authorizing Execution of Amendment to Ground Lease for
Emergency Communications Center Premises**

WHEREAS, the City of Charlottesville (the “City”), the County of Albemarle (the “County”, and, together with the City, “Tenant”), and the Rector and Visitors of the University of Virginia (“Landlord”) entered into a Ground Lease in 1997 for the operation of the Charlottesville-UVA-Albemarle Emergency Communications Center (the “ECC”) located in the County at 2306 Ivy Road, Charlottesville, Virginia; and

WHEREAS, a Modular Unit, located at 2304 Ivy Road, has been added to the leased Premises for use by the ECC; and

WHEREAS, the Modular Unit constitutes part of the Premises and an Improvement and will be used, operated, insured and maintained by the Tenant pursuant to the Ground Lease; and

WHEREAS, all other terms and conditions of the Ground Lease applicable to the Premises and Improvements will apply to the Modular Unit and to Tenant’s use and occupancy. Title to the Modular Unit will remain vested in Landlord; and

WHEREAS, under the terms of the 1997 Agreement, both the City and County must consent to and execute this Amendment to the Ground Lease; and

WHEREAS, the Council of the City of Charlottesville finds that executing the Amendment to the Ground Lease serves a public purpose by improving the function of the ECC.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that Amendment to the Ground Lease is approved and that the City Manager or his designee is authorized to execute the Agreement and to take any additional administrative actions necessary.

11. RESOLUTION: Reallocation of \$200,000 in Capital Improvement Plan (CIP) funds for the Downtown Mall Crossing Project (layover)

CITY MANAGER REPORT

Steve King, Assistant to the City Manager, presented the Prosperity in Action Report on behalf of Abigail Matthew Wade, Economic Mobility Officer. He emphasized that economic mobility is hyper local. The Aims

of Economic Mobility and Opportunity are meeting basic needs; stable housing and livable income; and saving and planning for your own and your family's future.

The key deliverable of Economic Mobility and Opportunity work in the next year is an action plan:

- Co-designed with residents, particularly from communities which have historically experienced the least upward mobility
- Coordinating across internal City departments and offices
- Building partnerships with regional governments, non-profits, and community-based organizations

Mr. King answered questions from Council.

City Manager Sanders added follow-up comments and recognized Public Service Recognition Week, thanking city staff.

ACTION ITEMS

12. APPEAL: The Mark, 7th Street, SW: Appeal Board of Architectural Review Denial of Certificate of Appropriateness (HST25-0084)

Mitchell-Matthews Architects ("Appellant"), the Applicant for the Certificate of Appropriateness ("CoA") for a potential development at 202, 204, 208, and 214 7th Street, SW, and 613 Delevan Street ("Project"), has appealed the Board of Architectural Review's ("BAR") December 16, 2025, denial of a CoA for the rehabilitation of two (2) brick dwellings (204 and 208 7th Street, SW, both designated Individually Protected Properties ("IPPs") and construction of a seven (7)-story, multi-unit apartment building on the five (5) parcels (Tax Map 29 Parcels 71,73,74,75, and 76; the IPPs are Parcels 73 and 74). This appeal was recorded on December 31, 2025, within ten (10) days of the BAR's action, the deadline proscribed by City Code Chapter 34, Div. 5.2.7.E.

Jeff Werner, Staff member for the BAR, presented a summary of the Board of Architectural Review decision to deny the Certificate of Appropriateness for The Mark at 7th Street SW and Delevan Street, and he answered clarifying questions from Council members.

Steve Blain and Valerie Long, representing the Appellant, made a presentation to request that Council overturn the denial of the CoA by the BAR, and they answered questions from Council.

BAR Chair, James Zehmer, explained the viewpoint of the majority of the BAR and how they arrived at their decision to deny the CoA. On motion by Payne, seconded by Snook, Council voted unanimously to add five minutes to the speaking time for the BAR Chair.

Councilor Payne moved to approve the resolution denying the Certificate of Appropriateness, and the motion was seconded by Councilor Fleisher. The motion failed 2-3 (Ayes: Fleisher, Payne; Noes: Oschrin, Snook, Wade).

On motion by Oschrin, seconded by Snook, Council voted 3-2 in favor of resolution approving the Certificate of Appropriateness as follows (Ayes: Oschrin, Snook, Wade; Noes: Fleisher, Payne). Councilor Payne stated his belief that the BAR has a basis for CoA denial based on the encroachment of the project on the nearby Individually Protected Properties, and that staff recommended support of the BAR decision. Councilor Fleisher stated that Council's narrow purview led her to evaluate impact and compatibility.

RESOLUTION

Approving a Certificate of Appropriateness for a Multi-story, Mixed-use Building Incorporating

Two (2) Individually Protected Properties at the 200 Block of 7th Street, SW

WHEREAS, on December 31, 2025, Steven W. Blaine, with Woods Rogers Vandeventer Black PLC (“Applicant”), on behalf of Mitchell-Matthews Architects, the Applicants for a requested Certificate of Appropriateness (“CoA”) for a multi-story, mixed-use building (“Property”) incorporating two (2) Individually Protected Properties (“IPPs”) at the 200 block of 7th Street, SW (“Requested CoA”), incorporating five (5) parcels of certain land identified within the City of Charlottesville, Virginia (“City”), real estate assessment records by Parcel Identification numbers 290071000, 290073000, 290074000, 290075000, and 290076000 and currently addressed as 202, 204, 208, and 214 7th Street, SW and 613 Delevan Street (“Property”); and

WHEREAS, the Property includes two (2) designated IPPs and the proposed development will incorporate and impact the historic, late-nineteenth (19th) century dwellings on the IPPs; therefore, per City Code Chapter 34, Section 5.2.7.A.1.a., it requires approval of a CoA and the City’s Board of Architectural Review (“BAR”) is required to determine whether the Project is compatible “with the historic, cultural or architectural character of [the] IPP that is the subject of the application;” and

WHEREAS, on December 16, 2025, in a Motion approved 6-1, BAR denied the Requested CoA, having “considered the standards set forth within the City Code, including the ADC District Design Guidelines” and subsequently determined “the proposed development at [the Property] does not satisfy the BAR’s criteria and guidelines for being compatible with the two IPPs.” [Note: When evaluating CoA requests associated with IPPs, BAR applies the ADC District Design Guidelines.]; and

WHEREAS, on December 31, 2025, as permitted by City Code Chapter 34, Section 5.2.7.E.1.b. and c., the Applicant appealed to City Council of the City of Charlottesville, Virginia (“City Council”), the BAR’s denial of the Requested CoA (“Appeal”).

NOW THEREFORE, BE IT RESOLVED, on May 4, 2026, per City Code Chapter 34, Section 5.2.7.E.1.d., following a review of the Appeal, the Project, and the Application, and having considered relevant information and opinions, including BAR’s determination, the City Staff Report, the City’s ADC District Design Guidelines, and the City’s Criteria for Review and Decision of the proposed construction, reconstruction, alteration, or restoration of a building or structure associated with an IPP (City Code Chapter 34, Section 5.2.7.D.1.a.), this City Council determines the Requested CoA satisfies the design guidelines and review criteria, and the proposed development is compatible with the IPPs at 204 and 208 7th Street, SW; and

BE IT FURTHER RESOLVED by City Council that, pursuant to the reasons stated below, *inter alia*, a CoA is hereby approved for the Requested CoA for a multi-story, mixed-use building, incorporating two (2) IPPs at the 200 block of 7th Street, SW [HST 25-25-0084], subject to the following condition:

- Prior to a Permit allowing disturbance associated with the proposed development, a Phase I Archaeological Investigation of the five (5)-parcel site will be completed and provided to Staff for BAR’s archive and recorded with the Virginia Department of Historic Resources.

13. PUBLIC HEARING and RESOLUTIONS to Approve the Proposed One-Year Annual Action Plan & Associated Funding Recommendations for HUD-funded Activities for Program Year (PY) 2026-2027, a Major Amendment, approximately \$1,205,469.64 (layover)

- a. Resolution to Approve the City of Charlottesville-Thomas Jefferson Area HOME Consortium One-Year Annual Action Plan for PY 2026-2027

- b. Resolution to Appropriate Community Development Block Grant Funds anticipated from the U.S. Department of Housing and Urban Development for PY 2026-2027, approximately \$464,924.00
- c. Resolution to Approve Award(s) of HOME Investment Partnership Program Funds anticipated from the U.S. Department of Housing and Urban Development for PY 2026-2027, approximately \$92,568.21

Anthony Warn, Grants Analyst, presented the request and preliminary gap analysis.

Mayor Wade opened the public hearing and with no speakers coming forward, the public hearing was closed.

Council by acclamation expressed consent to carry the resolutions to the May 18 meeting for second readings and vote.

14. PUBLIC HEARING and RESOLUTION to approve Lease of a Portion of Property at 100 5th Street, NE to Blue Ridge Area Coalition for the Homeless

Brenda Kelley, Redevelopment Manager, summarized the request for Blue Ridge Area Coalition for the Homeless (BRACH) to amend their current lease with the City of Charlottesville.

Mayor Wade opened the public hearing and with no speakers coming forward, the public hearing was closed.

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

RESOLUTION

Authorizing the Execution of an Amended Lease of a Portion of City-owned Property at 100 5th Street, NE to Blue Ridge Area Coalition for the Homeless ("BRACH")

WHEREAS, BRACH desires to amend its existing lease with the City of Charlottesville, Virginia ("City"), for a portion of a certain City-owned property for a term of one (1) year, with an option for renewal for up to four (4) additional one (1) year terms, and the Council of the City of Charlottesville, Virginia ("City Council"), has considered the terms of the proposed lease, and has conducted a Public Hearing in accordance with the requirements of Virginia Code § 15.2-1800(B).

NOW, THEREFORE, BE IT RESOLVED by City Council that the amended lease of a portion of City-owned property located at 100 5th Street, NE, in the City to BRACH, presented to City Council this same date for consideration, is hereby APPROVED and the City Manager is hereby authorized to execute the approved amended lease on behalf of City Council, subject to approval by form by the City Attorney.

15. PUBLIC HEARING and RESOLUTION to approve New Lease Agreement with The Virginia Discovery Museum for use of City-owned property located at 524 East Main Street

Brenda Kelley, Redevelopment Manager, presented the request. The Virginia Discovery Museum, Inc. ("VDM" or "Museum") entered into a lease with the City of Charlottesville, Virginia ("City"), for use of the City-owned property located at 524 East Main Street, in July 2021; that lease expires on June 30, 2026.

Mayor Wade opened the public hearing, and with no speakers he closed the public hearing.

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

RESOLUTION

Authorizing the Execution of a New Lease Agreement for City-owned Property Located at 524 East Main Street to the Virginia Discovery Museum, Inc. (“VDM”)

WHEREAS, VDM desires to lease a certain City-owned property for a term of five (5) years, and with option for renewal of additional terms, and the Council of the City of Charlottesville, Virginia (“City Council”), has considered the terms of the proposed new Lease Agreement, and has conducted a public hearing in accordance with the requirements of Virginia Code § 15.2-1800(B).

NOW, THEREFORE, BE IT RESOLVED by City Council, that the new Lease Agreement for the use of City-owned property located at 524 East Main Street, Charlottesville, Virginia, to VDM, presented to City Council this same date for consideration, is hereby APPROVED, and the City Manager is hereby authorized to execute the newly approved Lease Agreement on behalf of City Council.

COMMUNITY MATTERS (2)

- Frank Bechter, city resident, stated that he hoped to see Council follow the cost of rehabilitating the Individually Protected Properties involved in the project for The Mark at 7th Street SW, as the applicant proposed a \$2 Million rehabilitation cost. He stated that there should be a mechanism for others to attack the premises presented by the Applicants or their representatives, given the 3-minute public speaker limit.

ADJOURNMENT

On motion by Oschrin, seconded by Snook, Council by acclamation adjourned the meeting at 10:40 p.m.

BY Order of City Council

BY Kyna Thomas, Clerk of Council

Policy Briefing Summary

City Council



Regarding:	Resolution appropriating funds for the Virginia Department of Education Special Nutrition Program Summer Food Service Program - \$40,000 (2nd reading)
Staff Contact(s):	Annie Sechrist, Management Specialist II
Presenter:	Annie Sechrist, Management Specialist II
Date of Proposed Action:	August 3, 2026

Issue

The Parks and Recreation Department has been approved to receive up to \$40,000 in reimbursement funding through the Virginia Department of Education Special Nutrition Program to provide free breakfast and lunch to children attending City summer camp programs and free dinner to youth participating in programming at community housing centers. City Council action is required to appropriate the funds so the City can administer the Summer Food Service Program and receive reimbursement for eligible meal expenses. Without appropriation of these funds, the Department would be unable to provide these meal services, impacting access to nutritious food for many children who rely on free or reduced-price meals during the school year.

Background / Rule

The City of Charlottesville, through the Parks and Recreation Department, has received approval for reimbursement of up to \$40,000 from the Virginia Department of Education Special Nutrition Program to provide free breakfast and lunch to children attending summer camp programs, and dinner to our community housing centers.

Analysis

Charlottesville Parks and Recreation will operate three Summer Camp programs and two community housing centers (Site of Promise Site serving the Westhaven neighborhood (10th Street Warehouse with City of Promise) and Greenstone on 5th) this summer. The camps serve children aged six through twelve for a total of six weeks (June 15, 2026 to July 31, 2026). The housing sites serve children in Pre K-12th grades, for six weeks during the summer, June 15, 2026 to July 31, 2026. Between the camp and community housing centers, various activities are planned from 9:00am-7:00pm, Monday through Friday.

The reimbursement will cover the costs of nutritious meals at these locations, which also have an educational/enrichment component. The Virginia Department of Education Special Nutrition Program provides a free, nutritious breakfast and lunch for these children, and the community housing centers will provide a free, nutritious dinner. Most of the children served receive free or reduced meals during the school year. The Parks & Recreation Camp has around 1,000 enrollees this summer.

The \$40,000 appropriation covers the cost of the food and administration of the summer food service program. The breakfast, lunches, and dinners are purchased through the City of Charlottesville School Food Service. The Parks and Recreation Department pays the bills to the City of Charlottesville Food Service and is then reimbursed by the Virginia Department of Education Special Nutrition Programs.

Financial Impact

This has no impact on the General Fund as there is no local match required. The funds will be expensed and reimbursed to a Grants Fund.

Recommendation

Staff recommends approval and appropriation of funds.

Recommended Motion (if Applicable)

Attachments

1. 2026.06.02 RESOLUTION-SNAP



#R-2026-254

**RESOLUTION APPROPRIATING UP TO \$40,000.00 FROM THE
VIRGINIA DEPARTMENT OF EDUCATION SPECIAL NUTRITION
PROGRAM TO PROVIDE FREE MEALS TO CHILDREN AT
SELECT AFTER-SCHOOL CENTERS**

WHEREAS, the City of Charlottesville (“City”), through the Department of Parks & Recreation, has received approval for reimbursement up to \$40,000.00 from the Virginia Department of Education Special Nutrition Program to provide free meals to children attending select drop-in after-school centers; and

WHEREAS, the grant award period spans June 15, 2026, through October 31, 2026;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville (“City Council”) that the sum of \$40,000.00 received from the Virginia Department of Education Special Nutrition Program is hereby appropriated in the following manner:

Revenues \$40,000.00

Fund: 209 Internal Order: 1900678 G/L: 430120

Expenditures \$40,000.00

Fund: 209 Internal Order: 1900678 G/L: 530670

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$40,000.00 from the Virginia Department of Education Special Nutrition Program.

Approved by Council
June 15, 2026

Kyna Thomas, MMC
Clerk of Council

	<u>Aye</u>	<u>No</u>
Oschrin	—	—
Payne	—	—
Fleischer	—	—
Snook	—	—
Wade	—	—

Policy Briefing Summary

City Council



Regarding:	Ordinance amending and reenacting Chapter 2, Article XV of the Code of the City of Charlottesville, the Charlottesville Human Rights Ordinance (2nd reading)
Staff Contact(s):	Todd Niemeier, Director of Human Rights
Presenter:	Todd Niemeier, Director of Human Rights
Date of Proposed Action:	August 3, 2026

Issue

To consider for approval proposed amendments to the Charlottesville Human Rights Ordinance, as presented to City Council during the Council Work Session on June 15, 2026.

Background / Rule

On April 16, 2026, the Human Rights Commission adopted certain amendments to the Charlottesville Human Rights Ordinance for recommendation to City Council. These amendments were presented to City Council during the Council Work Session on June 15, 2026, and Councilors recommended no changes.

Analysis

The attached draft of the Charlottesville Human Rights Ordinance includes the same amendments as were presented to City Council on June 15, 2026, and is accompanied by a proposed preamble.

Financial Impact

The proposed amendments have no immediate financial impact. However, any externally contracted services related to the processing of complaints received by the Office of Human Rights will incur associated contracting costs.

Recommendation

Staff recommends that City Council adopt the proposed amendments to the Charlottesville Human Rights Ordinance, as written.

Recommended Motion (if Applicable)

Attachments

1. 20260616 DRAFT Human Rights Ordinance Preamble (PDF)
2. 20260616 DRAFT Charlottesville Human Rights Ordinance (PDF)

ORDINANCE #O-__-__

AN ORDINANCE TO AMEND AND REENACT SECTION 2-437.2 OF THE CODE OF THE CITY OF CHARLOTTESVILLE TO PERMIT THE CITY MANAGER OR THEIR DESIGNEE TO CONTRACT WITH THIRD PARTIES IN CERTAIN CIRCUMSTANCES TO CONDUCT SPECIFIED TASKS ON BEHALF OF THE OFFICE OF HUMAN RIGHTS AND TO MAKE OTHER MINOR CHANGES

WHEREAS, the Charlottesville Human Rights Ordinance, codified as Article XV of Chapter 2 of the Charlottesville City Code, establishes the roles, responsibilities, and operating procedures for the Human Rights Commission and Office of Human Rights (OHR); and

WHEREAS, certain amendments to the Charlottesville Human Rights Ordinance are necessary to align with federal and state law, to improve the services provided to the community, and to make minor changes to the ordinance for clarification and consistency;

WHEREAS, these improvements include removing language that could be perceived as exclusionary as it relates to selection criteria for the appointment of Human Rights Commissioners; making minor improvements to the OHR intake and case management processes; making minor word changes for consistency throughout the ordinance; to clarify situations in which the City may delegate certain tasks to third parties; and to add a conflict of interest clause pertaining to Commissioner involvement in certain hearings; and

WHEREAS, in a public meeting and by recorded vote on April 16th, 2026, the Human Rights Commission recommended adoption of these amendments;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Charlottesville, Virginia that section 2-437.2 of the Code of the City of Charlottesville is hereby amended and reenacted as follows:

Article XV. Human Rights

Sec. 2-430.1.	Short title.
Sec. 2-430.2.	Definitions.
Sec. 2-431.	Unlawful discrimination prohibited generally.
Sec. 2-431.1.	Unlawful employment discrimination prohibited.
Sec. 2-431.2.	Unlawful housing discrimination prohibited.
Sec. 2-431.3.	Unlawful public accommodation, credit, and private education discrimination prohibited.
Sec. 2-432.	Human Rights Commission.
Sec. 2-433.	Role of the Human Rights Commission.
Sec. 2-434.	Office of Human Rights.
Sec. 2-435.	Role of the Office of Human Rights.
Sec. 2-436.	Reserved.
Sec. 2-437.1.	Investigation of individual employment discrimination complaints and issuance of findings.
Sec. 2-437.2.	Investigation of individual housing discrimination complaints and issuance of findings.
Sec. 2-437.3.	Investigation of individual public accommodation, credit, or private education discrimination complaints and issuance of findings.
Sec. 2-438.	Interference, coercion, intimidation, or retaliation prohibited.
Sec. 2-439.1.	Enforcement authority – The role of the Commission regarding individual complaints of discrimination.
Sec. 2-439.2.	Enforcement authority – The role of the Commission regarding Court enforcement of individual complaints of employment, public accommodation, credit, or private education discrimination.
Sec. 2-440.	Confidentiality.
Sec. 2-441.	Annual Report.
Sec. 2-442.	Severability.
Sec. 2-443.	No waiver of other legal rights.

Sec. 2-430.1. Short title.

This Article shall be known and referred to as the Charlottesville Human Rights Ordinance.

Sec. 2-430.2. Definitions.

- (a) Terms used in this ordinance to describe prohibited discrimination in employment shall have the meanings as ascribed to them under Virginia Human Rights Act. Va. Code §§ 2.2-3900- 3909., Va. Code § 15.2-965 as it relates to “Gender identity” “Military status” “Religion” and “Sexual orientation”, and 42 U.S.C. §§ 1981-2000h-6., as amended.
- (b) Terms used in this ordinance to describe prohibited discrimination in housing shall have the meanings as ascribed to them under the Virginia Human Rights Act, Va. Code §§ 2.2-3900- 3909., Va. Code § 15.2-965 as it relates to “Gender identity” “Military status” “Religion” “Sexual orientation”, and Virginia Fair Housing Law, Va. Code § 36-96.1:1., and 42 U.S.C. § 3602, as amended.
- (c) Terms used in this ordinance to describe prohibited discrimination in public accommodations, credit, and private education shall have the meanings as ascribed to them under the Virginia Human Rights Act., Va. Code §§ 2.2-3900-3909. and Va. Code § 15.2-965. as it relates to “Gender identity” “Military status” “Religion” and “Sexual orientation, and for public accommodation under 42 U.S.C. § 2000a., as amended.
- (d) The term “jurisdictional” as used in this ordinance shall mean that an allegation of discrimination is timely, the person who experienced harm is the person bringing forth the allegation and falls within a covered group under this ordinance, the respondent falls within a covered group under this ordinance, the alleged discriminatory act is covered by this ordinance, and the alleged discriminatory act took place within the geographical boundary of the City of Charlottesville and/or the alleged respondent is registered within the corporate jurisdiction of the City of Charlottesville.
- (e) The term “inquiry” as used in this ordinance shall mean an incoming contact requesting services provided to an individual by the Office of Human Rights and/or an individual allegation of discrimination that falls outside the jurisdiction of the Human Rights Commission and Office of Human Rights, as defined by this ordinance.
- (f) The term “complaint” as used in this ordinance shall mean a timely filing of a jurisdictional allegation of unlawful discrimination, as defined by this ordinance.
- (g) The phrase “alternative dispute resolution” as used in this ordinance shall mean an attempt to resolve a complaint through informal dialogue, mediation, or conciliation.

Sec. 2-431. Unlawful discrimination prohibited generally.

Pursuant to Va. Code Ann. § 2.2-3900. and § 15.2-965., it is the policy of the City of Charlottesville to:

- (a) Safeguard all individuals within the City from unlawful discrimination in employment, housing, public accommodation, private education, and credit.
- (b) Preserve the public safety, health, and general welfare for the City of Charlottesville;
- (c) Further the interests, rights, and privileges of individuals within the City; and

(d) Protect citizens of the City against unfounded charges of unlawful discrimination.

Sec. 2-431.1. Unlawful employment discrimination prohibited.

It shall be unlawful and a violation of this ordinance for any person, partnership, corporation, or other entity to engage in discrimination in employment on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, military status, or disability. The prohibited actions in this section shall include and have the meanings ascribed to them in Virginia Human Rights Act, Va. Code §§ 2.2-3900-3909., Va. Code § 15.2-965 and 42 U.S.C. §§ 1981-2000h-6., as amended.

Sec. 2-431.2. Unlawful housing discrimination prohibited.

In accordance with 42 U.S.C. § 3604, 42 U.S.C. § 3605, and 42 U.S.C. § 3606, it shall be unlawful and a violation of this article for any person, partnership, corporation, or other entity:

- (a) To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, national origin, sex, elderliness, familial status, source of funds, marital status, sexual orientation, gender identity, military status, or disability.
- (b) To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, national origin, sex, elderliness, familial status, source of funds, marital status, sexual orientation, gender identity, military status, or disability.
- (c) To make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based race, color, religion, national origin, sex, elderliness, familial status, source of funds, marital status, sexual orientation, gender identity, military status, or disability, or an intention to make any such preference, limitation, or discrimination.
- (d) To represent to any person because of race, color, religion, national origin, sex, elderliness, familial status, source of funds, marital status, sexual orientation, gender identity, military status, or disability, that any dwelling is not available for inspection, sale, or rental when such dwelling is in fact so available.
- (e) For profit, to induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, color, religion, national origin, sex, elderliness, familial status, source of funds, marital status, sexual orientation, gender identity, military status, or disability.
- (f) Furthermore, it shall be unlawful and a violation of this article for any person, partnership, corporation or other entity:
 - (1) To discriminate in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a disability of the following:
 - (A) that buyer or renter;

- (B) a person residing in or intending to reside in that dwelling after it is so sold, rented, or made available; or
 - (C) any person associated with that buyer or renter.
- (2) To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a disability of:
 - (A) that person; or
 - (B) a person residing in or intending to reside in that dwelling after it is so sold, rented, or made available; or
 - (C) any person associated with that person.
- (3) For purposes of this subsection, discrimination includes:
 - (A) a refusal to permit, at the expense of the person with a disability, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises except that, in the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted;
 - (B) a refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling; or
 - (C) in connection with the design and construction of covered multifamily dwellings for a failure to design and construct those dwellings in such a manner that:
 - (i) the public use and common use portions of such dwellings are readily accessible to and usable by people with disabilities;
 - (ii) all the doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by people with disabilities requiring the use of wheelchairs; and
 - (iii) all premises within such dwellings contain the following features of adaptive design:
 - a. an accessible route into and through the dwelling;
 - b. light switches, electrical outlets, thermostats, and other environmental controls in accessible locations;
 - c. reinforcements in bathroom walls to allow later installation of grab bars; and
 - d. usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space.
- (4) Compliance with the appropriate requirements of the American National Standard for buildings and facilities providing accessibility and usability for physically handicapped people (commonly cited as “ANSI A117.1”) suffices to satisfy the requirements of Sec. 2-431.2.(3).(C).(iii).

(A) As used in this subsection, the term “covered multifamily dwellings” means:

- (i) buildings consisting of 4 or more units if such buildings have one or more elevators; and
- (ii) ground floor units in other buildings consisting of 4 or more units.

(5) Nothing in this ordinance shall be construed to invalidate or limit any state or federal law or City ordinance that requires dwellings to be designed and constructed in a manner that affords people with disabilities greater access than is required by this subchapter.

(6) Nothing in this ordinance requires that a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.

(7) In general, it shall be unlawful for any person or other entity whose business includes engaging in residential real estate-related transactions to discriminate against any person in making available such a transaction, or in the terms or conditions of such a transaction, because of race, color, religion, national origin, sex, elderliness, familial status, source of funds, marital status, sexual orientation, gender identity, military status, or disability.

(8) As used in this section, the term “residential real estate-related transaction” means any of the following:

- (A) The making or purchasing of loans or providing other financial assistance:
 - (i) for purchasing, constructing, improving, repairing, or maintaining a dwelling; or
 - (ii) secured by residential real estate.
- (B) The selling, brokering, or appraising of residential real property.

(9) Nothing in this section prohibits a person engaged in the business of furnishing appraisals of real property to take into consideration factors other than race, color, religion, national origin, sex, elderliness, familial status, source of funds, marital status, sexual orientation, gender identity, military status, or disability.

(g) It shall be unlawful to deny any person access to or membership or participation in any multiple-listing service, real estate brokers’ organization or other service, organization, or facility relating to the business of selling or renting dwellings, or to discriminate against an individual in the terms or conditions of such access, membership, or participation, on account of race, color, religion, national origin, sex, elderliness, familial status, source of funds, marital status, sexual orientation, gender identity, military status, or disability.

Sec. 2-431.3. Unlawful public accommodation, credit, and private education discrimination prohibited.

It shall be unlawful and a violation of this article for any person, partnership, corporation, or other entity to engage in discrimination in public accommodations, credit, and private education on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, military

status, or disability. The prohibited actions in this section shall include and have the meanings ascribed to them in Virginia Human Rights Act, Va. Code §§ 2.2-3900-3909., Va. Code § 15.2-965 as it relates to “Gender identity” “Military status” “Religion” “Sexual orientation”, and 42 U.S.C. §§ 1981-2000h-6., as amended.

Sec. 2-432. Human Rights Commission.

- (a) ~~There is hereby created in the City of Charlottesville a Human Rights Commission (“Commission”), the members of which shall be appointed by the City Council. Effective March 1, 2022, the appointed membership of the Commission shall consist of nine (9) members. The Commission membership shall be broadly representative of the City’s demographic composition, with consideration of racial, gender (including gender identity, transgender status, and sexual orientation), religious, ethnic, disabled, socio-economic, geographic neighborhood, and age groups; with priority given to City residents and to applicants with significant and demonstrable ties to the City. At least two members will have professional expertise in employment or housing discrimination, have personal experience with employment or housing discrimination, or identify as a member of a group that experiences discrimination. Of the members first appointed, at least three shall be appointed for terms of three years, at least three shall be appointed for terms of two years, and at least three shall be appointed for terms of one year. Thereafter members shall be appointed for terms of three years each. Any vacancy shall be filled by the City Council for the unexpired portion of a term. Following notice to the member, any member of the Commission may be removed for good cause by a majority vote of City Council.~~ There is hereby created in the City of Charlottesville a Human Rights Commission (“Commission”), the members of which shall be appointed by the City Council. The Commission shall consist of nine (9) members, all of whom shall possess significant and demonstrable ties to the city. In making appointments, the City Council shall seek individuals who demonstrate integrity, sound judgment, and a commitment to promoting equal opportunity and addressing discrimination within the community. The Council shall also consider applicants’ personal or professional experience relevant to the work of the Commission, including experience related to employment or housing discrimination. Of the members first appointed, at least three shall be appointed for terms of three years, at least three shall be appointed for terms of two years, and at least three shall be appointed for terms of one year. Thereafter, members shall be appointed for terms of three years each. Any vacancy shall be filled by the City Council for the unexpired portion of a term. Following notice to the member, any member of the Commission may be removed for good cause by a majority vote of City Council.
- (b) The Commission shall elect from its members a chair, a vice-chair, and such other officers as the Commission may deem appropriate.
- (c) Members of the Commission shall serve without compensation, but funds may be appropriated in the City’s annual budget for reasonable and necessary expenses to be incurred by Commission in the conduct of its prescribed functions.
- (d) All meetings of the Commission shall be advertised in advance and in the manner required by law and shall be open to the public except for meetings lawfully closed pursuant to the Virginia Freedom of Information Act. The Commission may adopt bylaws and procedures to govern the conduct of its meetings; provided, however, that at the beginning and at the

end of each of its public meetings the Commission will receive public comment in accordance with City Council's adopted "Rules for Public Participation."

- (e) The Commission may, in its discretion, delegate any of its duties or responsibilities hereunder to a panel of not less than three Commissioners.
- (f) There shall be a full-time Director of the Commission, who shall be appointed by the City Manager with the advice and consent of the Commission and who shall serve full time in that capacity. A candidate proposed for appointment as the Director must demonstrate significant prior professional experience performing one or more of the activities or roles described in the code of the City of Charlottesville, Chapter 2, Article XV. The Director shall be responsible for and report to the Commission on the day-to-day operational conduct of the Human Rights Commission. The Director shall report directly to the Deputy City Manager for Social Equity for administrative and fiscal matters. The City Manager shall delegate to the Director the authority to employ such additional staff as authorized and funded by the City Council to allow the Commission to effectively fulfill its obligations under this Ordinance. In the absence of a Director, the City Manager shall transfer the Director's duties to qualified professional staff within the City to ensure the continuity of services provided by the Human Rights Commission and Office of Human Rights.
- (g) The City Council shall establish policies and procedures for the performance by the Commission of the roles, duties and responsibilities set forth within this article ("operating procedures"). All City departments, boards and commissions shall cooperate with and assist the Commission, including the provision of information in response to reasonable requests from the Commission.
- (h) Legal counsel shall be provided to the Commission and its staff through the Office of the City Attorney. The City Council hereby authorizes retention of outside counsel for the prosecution of civil action regarding a finding of reasonable cause under this ordinance, upon recommendation of the City Attorney.
- (i) The Commission shall make quarterly reports to the City Council concerning the operation of the Commission and the status of the Commission's performance of the duties, responsibilities and roles set forth within this article. One of the required quarterly reports shall be an annual report. The schedule for submission of these reports, and the required contents of the reports, shall be as specified within the Commission's operating procedures.

Sec. 2-433. Role of the Human Rights Commission.

The role of the Human Rights Commission, with support from the Office of Human Rights, is to act as a strong advocate for justice and equal opportunity by providing citywide leadership and guidance in the area of civil rights. The Commission will:

- (a) Assist individuals who believe they are the victim of an act of unlawful discrimination within the jurisdiction of the City;
- (b) Collaborate with the public and private sectors to provide awareness, education and guidance on methods to prevent and eliminate discrimination citywide;
 - (1) The Commission shall serve as a forum for the discussion of human rights issues

and be responsible for conducting ongoing efforts to engage community members in an open, honest, and creative dialogue regarding issues of equity and opportunity, including but not limited to issues considered by the City's Dialogue on Race initiative.

- (2) The Commission shall conduct or engage in educational and informational programs for the promotion of mutual understanding, reconciliation, and respect between all classes of individuals protected by this ordinance and the larger Charlottesville community.
- (c) Identify and review systemic issues, policies, and practices of the City of Charlottesville and advise its boards, commissions, and other public agencies within the City on issues related to human rights;
- (1) Such policies, practices, and systems may include those of an institutional nature that:
 - (A) May be unlawful discriminatory practices; or
 - (B) May not constitute unlawful discriminatory practices but nevertheless produce disparities that adversely impact individuals in accordance with the protected classes identified within this ordinance.
 - (2) Any review undertaken pursuant to this section may be initiated at the request of any other public or private entity, or by the Commission on its own initiative.
 - (3) The Commission may conduct its own research and review of existing studies and literature, collaborate with other research organizations, organize public focus groups, and hold such hearings as may be necessary to identify policies, practices and systems as referenced above. For each such identified policy, practice or system, the goal of the Commission will be to formulate recommendations and to propose to City Council concrete, actionable reforms that will eliminate discriminatory practices or the adverse effects of lawful other practices. The Commission will report the status of its ongoing project(s) or review(s) to City Council within its quarterly and annual reports.
- (d) Seek a Fair Employment Practices Agency (FEPA) workshare agreement with the Equal Employment Opportunity Commission (EEOC) and a Fair Housing Assistance Program (FHAP) workshare agreement with the Department of Housing and Urban Development (HUD) to conduct investigations of employment and housing discrimination on their behalf and enter into such agreement(s) subject to approval of City Council upon a finding that the agreement(s) would be in the best interest of the City;
- (e) Make recommendations regarding the City's annual legislative program, with an emphasis on enabling legislation that may be needed to implement programs and policies that will address discrimination; and
- (f) Prepare policy or procedure recommendations to City Council which the Commission believes are necessary for the performance of the roles, duties, and responsibilities assigned to the Commission within this article, and for modifications of operating procedures approved by City Council.

Sec. 2-434. Office of Human Rights.

- (a) There is hereby created in the City of Charlottesville an Office of Human Rights (“Office”), which is a division of the City Manager’s Office.
- (b) The Director of the Human Rights Commission will be responsible for, and report to the Commission on, the day-to-day operational conduct of the Office of Human Rights.
- (c) The Director may hire additional staff, as approved by the City Manager and funded by City Council, to fulfill the roles designated within this ordinance. Such staff shall report to the Director.

Sec. 2-435. Role of the Office of Human Rights.

The role of the Office of Human Rights is to:

- (a) Provide administrative support to the Human Rights Commission;
- (b) Receive individual inquiries and complaints of discrimination within the jurisdiction of the City of Charlottesville; and attempt to resolve such complaints through alternative dispute resolution, and/or by investigating ~~investigate~~ and ~~issuing~~ issue findings on whether there is reasonable cause to believe a violation of this ordinance has occurred; and/or provide referrals to appropriate services for inquiries that do not involve a jurisdictional complaint of discrimination;
 - (1) ~~Provide referrals to appropriate services for inquiries that do not involve a jurisdictional complaint of discrimination.~~
- (c) Conduct community outreach related to human rights. Such outreach may include:
 - (1) Providing information to the public regarding the services provided by the Office of Human Rights and the Human Rights Commission;
 - (2) Hosting or participating in educational events for the purpose of raising public awareness around issues of human rights, discrimination, and/or equity;
 - (3) Facilitating, leading, or participating in collaborative meetings and events with community partners for the purpose of addressing issues of human rights, discrimination, and/or equity.

Sec. 2-436. Reserved.

Sec. 2-437.1. Investigation of individual employment discrimination complaints and issuance of findings.

- (a) Complaints and answers
 - (1) The Director shall develop and implement a central intake procedure to be used by the Office of Human Rights for receiving and processing individual inquiries that allege an unlawful, discriminatory employment practice.
 - (2) Upon the receipt of such inquiry, the Director or other designated professional staff shall conduct an initial assessment to determine if the inquiry is

jurisdictional. The inquiry may be dismissed by the Director without further action if it is non-jurisdictional.

- (3) If the inquiry is not dismissed, any person claiming to be aggrieved by an unlawful discriminatory employment practice may file a complaint in writing with the Office of Human Rights not more than 180 calendar days following the alleged discriminatory act. The complaint shall be in such detail as to substantially apprise any party properly concerned as to the time, place, and facts surrounding the alleged unlawful discrimination.
- (4) For complaints alleging an unlawful discriminatory employment practice within the jurisdiction of the City, the Director or other designated professional staff are authorized to undertake further action as detailed in Sec. 2- 437.1.(b).
- (5) For inquiries alleging an unlawful discriminatory employment practice that falls outside the jurisdiction of the City, the Director or other designated professional staff shall dismiss the inquiry as non-jurisdictional and inform the aggrieved individual of the option to file with an appropriate state or federal agency.
- (6) If the City of Charlottesville is the named respondent in an inquiry of employment discrimination received by Office of Human Rights, the Director or other designated professional staff shall dismiss the inquiry as non-jurisdictional and inform the aggrieved individual of the option to file with an appropriate state or federal agency.
- (7) If a current or former City of Charlottesville Human Rights Commissioner is a party to an inquiry of employment discrimination received by the Office of Human Rights, and the case is jurisdictional, the Director may attempt to resolve the complaint through alternative dispute resolution. If the complaint cannot be resolved through alternative dispute resolution, the Director shall administratively close the case and inform the aggrieved individual of the option to file with an appropriate state or federal agency.
- (8) Upon the filing of a complaint of discrimination, the Director shall serve notice of the complaint on the complainant and each respondent named therein. Said notice shall be served in a timely manner specifying the allegation, citing the evidence that supports further action, advising all parties of the time limits and choice of forums under this ordinance, and indicating the action to be taken.

(b) Further action

- (1) Further action for employment discrimination complaints, as authorized by this ordinance, may include informal dialogue, mediation, and/or investigation of the complaint.
- (2) It shall be the responsibility of the aggrieved individual to provide current and updated contact information to the Office of Human Rights from the date of filing through the completion of any further action.
- (3) If, during the process of informal dialogue, mediation, or investigation, the complainant does not respond to communication or requests for information from the ~~Investigator~~ Office of Human Rights for a period of thirty (30)

calendar days, the Director shall serve written notice of pending case closure on the complainant stating that the case ~~will~~ shall be administratively closed if the complainant does not respond within thirty (30) calendar days of the date the written notice is issued.

(A) If the complainant responds to the notice of pending case closure within thirty (30) calendar days of the date the notice was issued, the case shall remain open.

(B) If the complainant does not respond within thirty (30) calendar days of the date the notice was issued, or if the complainant responds within the thirty (30) calendar-day timeframe but does not respond to subsequent communication or requests for information for another thirty (30) calendar-day period, the case shall be administratively closed without further notice.

(4) The complainant may, following the administrative closure of the case, re-file the complaint at a future date, provided that the complaint is filed within one hundred and eighty (180) calendar days of the alleged discriminatory event detailed in the original complaint.

(5) If, during the process of informal dialogue, mediation, or investigation, the respondent does not respond to communication or requests for information from the ~~Investigator~~ Office of Human Rights for a period of thirty (30) calendar days, the Director may serve written notice on the respondent that the investigation may proceed without the requested information and that a determination on the case shall be rendered upon completion of the investigation.

(c) Alternative dispute resolution

(1) During the period beginning with the filing of such complaint and ending with the rendering of a determination or a dismissal by the Director, the Director shall, to the extent feasible, engage in informal dialogue or mediation with respect to such complaint.

(2) The Director shall propose an initial meeting between the parties for the purpose of exploring alternative dispute resolution of the complaint through voluntary informal dialogue or mediation.

(A) For the purposes of this section, informal dialogue shall refer to a voluntary meeting between the complainant and respondent to explore resolution that does not result in a written settlement agreement.

(B) For the purposes of this section, mediation shall refer to a facilitated dialogue resulting in a written settlement agreement between the respondent and complainant.

(3) Nothing herein shall be interpreted as requiring any party to participate in informal dialogue, mediation, or any other resolution efforts.

(4) Materials used and communications made during informal dialogue or mediation concerning a complaint of unlawful discrimination shall be confidential and shall

not be disclosed to the public by the Director, the Commission, or Office of Human Rights staff unless disclosure is authorized in writing by all parties to the dispute.

- (5) If informal dialogue is concluded, the complaint shall be considered resolved upon the complainant's written or verbal withdrawal of the complaint.
- (6) If the mediation is concluded to the satisfaction of both parties, the complaint shall be considered resolved upon the parties' execution of a written settlement agreement. Unless all parties agree otherwise, the execution of a written agreement is solely for the purpose of settling a disputed claim and does not constitute an admission by any party that the law or this ordinance has been violated. No further action on the initial complaint shall be taken by the Commission or the Office of Human Rights staff once the agreement is executed.
- (7) If informal dialogue or mediation is not successful, the Director or designee shall conduct an investigation.

(d) Investigation

- (1) Upon the filing of a complaint under this section, the Director shall assign an Investigator to make an investigation of the alleged discriminatory practice for the purpose of rendering a written determination as to whether there is reasonable cause to believe a violation of this ordinance occurred and the facts supporting such determination.
- (2) The Investigator shall complete such investigation within one hundred and eighty (180) calendar days after the filing of the complaint unless it is impracticable to do so. If the Investigator is unable to complete the investigation within one hundred and eighty (180) calendar days after the filing of the complaint, the Director shall notify the complainant and respondent in writing of the reasons for not doing so.
- (3) Statements received by the Investigator from the complainant, respondents, and witnesses as part of an investigation shall be under oath or affirmation and may be reasonably and fairly amended at any time.
- (4) When conducting an investigation of a complaint filed under this ordinance, the Investigator shall have the right to interview any person who may have any information which may further the investigation and to request production of any records or documents for inspection and copying in the possession of any person which may further the investigation. Such persons shall be interviewed under oath. The Director or designated subordinates shall have the authority to collect, inspect, and copy records under this ordinance.
- (5) If during an investigation any person refuses to comply with a request by the Director or Office staff to produce data, information, documents, or other tangible evidence or refuses to appear as a witness for the gathering of evidence necessary to determine whether a violation of this ordinance has occurred, the Director, after a good faith effort to obtain such evidence or attendance of witnesses, may petition a court of appropriate jurisdiction for a subpoena against any such person refusing to produce such evidence or refusing to appear as a witness, and such

court may, upon good cause shown, cause the subpoena to be issued.

- (A) Said subpoenas and requests for information may be ordered to the same extent and subject to the same limitations as would apply if the subpoenas or requests for information were ordered or served as part of a civil action in the Commonwealth of Virginia.
- (B) For purposes of this section, “person” includes any individual, partnership, corporation, association, legal representative, mutual company, joint stock company, trust, unincorporated organization, employee, employer, employment agency, labor organization, joint labor-management committee, or an agent thereof.
- (C) Neither the complainant nor the respondent shall have the right to demand that a subpoena be issued.
- (D) Any witness subpoena issued under this section shall include a statement that any statements made will be under oath and that the respondent or other witness is entitled to be represented by an attorney.
- (E) Any person failing to comply with a subpoena issued under this section shall be subject to punishment for contempt by the court issuing the subpoena. Any person so subpoenaed may petition the Charlottesville Circuit Court to quash the subpoena.
- (F) In case of refusal or neglect to obey a subpoena, the Director may petition for its enforcement in the Circuit Court of the City of Charlottesville. The Circuit Court of the City of Charlottesville will be requested to give these cases priority on the court docket.

- (6) Upon the conclusion of the investigation, the Investigator shall prepare an investigative report for submission to the Director.

(e) Reasonable cause determination and effect

- (1) Upon completion of an investigation and submission of the investigative report, the Director shall render a written determination of whether there is reasonable cause to believe a violation of this ordinance has been committed and the facts supporting such determination. The written determination shall promptly be served on the parties.
- (2) If the Director determines that there is reasonable cause to believe that a violation of this ordinance has been committed, the Director shall immediately endeavor to eliminate any alleged unlawful discriminatory practice through informal dialogue or mediation.
- (3) If the complaint cannot be resolved through informal dialogue or mediation, the Director shall proceed with the preparation of materials for consideration by the Commission for the purpose of holding a vote on whether to conduct a public administrative hearing on the complaint.
- (4) Such materials shall include a copy of the written determination with the names and identifying information of the complainant, respondent, respondent’s agents,

and any witnesses redacted.

- (5) Upon request by the Commission, the Director shall provide a copy of the full investigative report with the names and identifying information of the complainant, respondent, respondent's agents, and any witnesses redacted.
- (6) If the Director determines that there is ~~no insufficient~~ reasonable cause to believe a violation of this ordinance has been committed, the Director shall dismiss the complaint and advise the complainant in writing that such dismissal shall become final unless, within ten (10) calendar days of receipt of the notice of dismissal, the complainant ~~files with the Commission a request for a~~ contacts the Office of Human Rights to request a review of the determination of the Director through the Commission's public administrative appeal hearing process.

(f) Contracted services

- (1) In order to fulfill the requirements of this section, the City Manager or their designee is authorized to contract on behalf of the City with any objective, neutral third party qualified to assess allegations of discrimination under this section for the purpose of receiving complaints, conducting investigations, rendering written determinations of whether there is reasonable cause to believe a violation of this ordinance has occurred, conducting informal dialogues or mediations of complaints, and advising the Director of the Commission of the results of any investigation, informal dialogue, or mediation of complaints.

Sec. 2-437.2. Investigation of individual housing discrimination complaints and issuance of findings.

(a) Complaints and Answers (in accordance with 42 U.S.C. § 3610 and 24 C.F.R. § 115.204)

- (1) The Director shall develop and implement a central intake procedure to be used by the Office of Human Rights for receiving and processing individual inquiries that allege an unlawful, discriminatory housing practice.
- (2) Upon the receipt of such inquiry, the Director or other designated professional staff shall conduct an initial assessment to determine if the inquiry is jurisdictional. The inquiry may be dismissed by the Director without further action if it is non-jurisdictional.
- (3) If the inquiry is not dismissed, any person claiming to be aggrieved by an unlawful discriminatory housing practice may file a complaint in writing with the Office of Human Rights not more than one year (365 calendar days) following the alleged discriminatory act. The complaint shall be in such detail as to substantially apprise any party properly concerned as to the time, place, and facts surrounding the alleged unlawful discrimination.
- (4) Where the Commission identifies a systemic, discriminatory housing practice, the Commission may, upon majority vote of its members, request that the Director file a complaint of housing discrimination in situations where there is no named complainant. The Director, on the Director's own initiative, may also file such a complaint.
- (5) The Director may also investigate housing practices to determine whether a

complaint should be brought under this section.

- (6) If the City of Charlottesville is the named respondent in an inquiry of housing discrimination received by Office of Human Rights, the Director shall dismiss the inquiry as non-jurisdictional and inform the aggrieved individual of the option to file with an appropriate state or federal agency.
- (7) If a current or former City of Charlottesville Human Rights Commissioner is a party to an inquiry of housing discrimination received by the Office of Human Rights, and the case is jurisdictional, the Director may attempt to resolve the complaint through alternative dispute resolution. If the complaint cannot be resolved through alternative dispute resolution, the Director shall administratively close the case and inform the aggrieved individual of the option to file with an appropriate state or federal agency.
- (8) Upon the filing of such a complaint,
 - (A) The Director shall serve notice upon the aggrieved person acknowledging such filing and advising the aggrieved person of the time limits and choice of forums provided under this ordinance.
 - (B) The Director shall, not later than ten (10) calendar days after such filing or the identification of an additional respondent, serve on the respondent a notice identifying the alleged discriminatory housing practice and advising such respondent of the procedural rights and obligations of respondents under this ordinance, together with a copy of the original complaint.
 - (C) Each respondent may file, not later than ten (10) calendar days after receipt of notice from the Director, an answer to such complaint.
 - (D) The Office of Human Rights shall commence proceedings with respect to the complaint before the end of the thirtieth (30th) calendar day after receipt of the complaint.
- (9) Complaints and answers shall be under oath or affirmation and may be reasonably and fairly amended at any time.
- (10) A person who is not named as a respondent in a complaint, but who is identified as a respondent in the course of investigation, may be joined as an additional or substitute respondent upon written notice to such person, from the Director. Such notice shall explain the basis for the Director's belief that the person to whom the notice is addressed is properly joined as a respondent.
- (11) Under this section, if the City has entered into a FHAP workshare agreement, all decision-making authority with respect to acceptance and investigation of a complaint, approval of a conciliation agreement, dismissal of a complaint, final administrative disposition of a complaint, and/or decision-making regarding whether a particular matter will or will not be pursued shall be held by staff of the Office of Human Rights. If the City has not entered into a FHAP workshare agreement, the City Manager or their designee is authorized to delegate such decision-making authorities to any objective, neutral third party qualified to assess allegations of discrimination under this section. The third party shall advise the Director of the

Commission of the results of any delegated decision-making.

(b) Further action

- (1) Further action for housing discrimination complaints, as authorized by this ordinance, may include informal dialogue, mediation, conciliation, and/or investigation of the complaint.
- (2) It shall be the responsibility of the aggrieved individual to provide current and updated contact information to the Office of Human Rights from the date of filing through the completion of any further action.
- (3) If, during the process of informal dialogue, mediation, conciliation or investigation, the complainant does not respond to communication or requests for information from the ~~Investigator~~ Office of Human Rights for a period of thirty (30) calendar days, the Director shall serve written notice of pending case closure on the complainant stating that the case ~~will~~ shall be administratively closed if the complainant does not respond within thirty (30) calendar days of the date the written notice is issued.

(A) If the complainant responds to the notice of pending case closure within thirty (30) calendar days of the date the notice was issued, the case shall remain open.

(B) If the complainant does not respond within thirty (30) calendar days of the date the notice was issued, or if the complainant responds within the thirty (30) calendar-day timeframe but does not respond to subsequent communication or requests for information for another thirty (30) calendar-day period, the case shall be administratively closed without further notice.

- (4) The complainant may, following the administrative closure of the case, re-file the complaint at a future date, provided that the complaint is filed within three hundred sixty-five (365) calendar days of the alleged discriminatory event detailed in the original complaint.
- (5) If, during the process of informal dialogue, mediation, conciliation, or investigation, the respondent does not respond to communication or requests for information from the ~~Investigator~~ Office of Human Rights for a period of thirty (30) calendar days, the Director may serve written notice on the respondent that the investigation may proceed without the requested information and that a determination on the case shall be rendered upon completion of the investigation.

(c) Alternative dispute resolution (in accordance with 42 U.S.C. § 3610 and 24 C.F.R. §115.204)

- (1) During the period beginning with the filing of such complaint and ending with the filing of a charge or a dismissal by the Director, the Director shall, to the extent feasible, engage in informal dialogue, mediation, or conciliation with respect to such complaint.
 - (A) For the purposes of this section, informal dialogue shall refer to a voluntary meeting between the complainant and respondent to explore resolution that does not result in a written settlement agreement.

- (B) For the purposes of this section, mediation shall refer to a facilitated dialogue resulting in a written settlement agreement between the respondent and complainant.
 - (C) For the purposes of the section, conciliation shall refer to a facilitated dialogue resulting in a written settlement agreement between the respondent, complainant, and the City, and such agreement shall be subject to approval by the Director.
- (2) The Director shall propose an initial meeting between the parties for the purpose of exploring a resolution of the complaint through voluntary informal dialogue, mediation, or conciliation.
- (3) Nothing herein shall be interpreted as requiring any party to participate in informal dialogue, mediation, conciliation, or any other resolution efforts.
- (4) Materials used and communications made during informal dialogue, mediation, or conciliation concerning a complaint of unlawful discrimination shall be confidential and shall not be disclosed to the public by the Director, the Commission, or Office of Human Rights staff unless disclosure is authorized in writing by all parties to the dispute.
- (5) If informal dialogue is concluded to the satisfaction of the complainant, the complaint will be considered resolved upon the complainant's written or verbal withdrawal of the complaint.
- (6) If the mediation or conciliation is concluded to the satisfaction of both parties, the complaint will be considered resolved upon the parties' execution of a written settlement agreement. Unless all parties agree otherwise, the execution of a written agreement is solely for the purpose of settling a disputed claim and does not constitute an admission by any party that the law or this ordinance has been violated. No further action on the initial complaint will be taken by the Commission or the Office of Human Rights staff once the agreement is executed.
- (7) If informal dialogue, mediation, or conciliation is not successful, the Director or designee shall conduct an investigation.
- (8) Concurrent with the investigation or after release of the investigative report, a conciliation agreement arising out of such complaint shall be an agreement between the respondent, the complainant, and the City of Charlottesville, and shall be subject to approval by the Director.
 - (A) Each conciliation agreement shall be made public unless the parties otherwise agree and the Director determines that disclosure is not required to further the purposes of this Ordinance.
 - (B) Notwithstanding the foregoing requirements for mutual agreement to publication of a conciliation agreement, the City of Charlottesville may provide a copy of the conciliation agreement as otherwise required by operation of law.
- (d) Failure to comply with conciliation agreement (in accordance with 42 U.S.C. § 3610 and 24 C.F.R. §115.204)

- (1) Whenever the Director has reasonable cause to believe that a respondent has breached a conciliation agreement, the Director shall refer the matter to the City Attorney's Office for enforcement. The City Attorney is authorized by City Council to take such action as is necessary to enforce the agreement, including the hiring of an Attorney to enforce the rights granted under this ordinance in a Court of competent jurisdiction at the City's sole expense.

(e) Investigation (in accordance with 42 U.S.C. § 3610 and 24 C.F.R. §115.204)

- (1) Upon the filing of a complaint under this section, the Director shall assign an Investigator to make an investigation of the alleged discriminatory housing practice and complete such investigation within one hundred (100) calendar days after the filing of the complaint, unless it is impracticable to do so.
- (2) If the Investigator is unable to complete the investigation within one hundred (100) calendar days after the filing of the complaint, the Director shall notify the complainant and respondent in writing of the reasons for not doing so.
- (3) Statements received by the Investigator from the complainant, respondents, and witnesses as part of an investigation shall be under oath or affirmation and may be reasonably and fairly amended at any time.
- (4) When conducting an investigation of a complaint filed under this ordinance, the Investigator shall have the right to interview any person who may have any information which may further the investigation and to request production of any records or documents for inspection and copying in the possession of any person which may further the investigation. Such persons shall be interviewed under oath. The Director or designated subordinates shall have the authority to collect, inspect, and copy records under this ordinance.
- (5) In accordance with 42 U.S.C. §3611, if during an investigation any person refuses to comply with a request by the Director or Office staff to produce data, information, documents, or other tangible evidence or refuses to appear as a witness for the gathering of evidence necessary to determine whether a violation of this ordinance has occurred, the Director, after a good faith effort to obtain such evidence or attendance of witnesses, may petition a court of appropriate jurisdiction for a subpoena against any such person refusing to produce such evidence or refusing to appear as a witness, and such court may, upon good cause shown, cause the subpoena to be issued.
 - (A) Said subpoenas and requests for information may be ordered to the same extent and subject to the same limitations as would apply if the subpoenas or requests for information were ordered or served as part of a civil action in the Commonwealth of Virginia.
 - (B) For purposes of this section, "person" includes any individual, partnership, corporation, association, legal representative, mutual company, joint stock company, trust, unincorporated organization, employee, employer, employment agency, labor organization, joint labor-management committee, or an agent thereof.

- (C) Neither the complainant nor the respondent shall have the right to demand that a subpoena be issued.
 - (D) Any witness subpoena issued under this section shall include a statement that any statements made will be under oath and that the respondent or other witness is entitled to be represented by an attorney.
 - (E) Any person failing to comply with a subpoena issued under this section shall be subject to punishment for contempt by the court issuing the subpoena. Any person so subpoenaed may petition the Charlottesville Circuit Court to quash the subpoena.
 - (F) In case of refusal or neglect to obey a subpoena, the Director may petition for its enforcement in the Circuit Court of the City of Charlottesville. The Circuit Court of the City of Charlottesville will be requested to give these cases priority on the court docket.
- (6) At the end of each investigation under this section, the Investigator shall prepare a final investigative report containing:
- (A) the names and dates of contacts with witnesses;
 - (B) a summary and the dates of correspondence and other contacts with the aggrieved person and the respondent;
 - (C) a summary description of other pertinent records;
 - (D) a summary of witness statements; and
 - (E) answers to questions submitted during the course of the investigation, where applicable.
- (7) A final report under this paragraph may be amended if additional evidence is later discovered.
- (f) Prohibitions and requirements with respect to disclosure of information (in accordance with 42 U.S.C. § 3610 and 24 C.F.R. §115.204)
- (1) Nothing said or done in the course of conciliation under this subchapter may be made public or used as evidence in a subsequent proceeding under this subchapter without the written consent of the parties to the conciliation.
 - (2) Notwithstanding Sec. 2-440., the Director shall make available to the aggrieved person and the respondent, at any time, upon request following completion of the investigation, information derived from an investigation and any final investigative report relating to that investigation, such information shall be redacted to exclude any personal identifying information protected from disclosure by state or federal law.
- (g) Prompt judicial action (in accordance with 42 U.S.C. § 3610 and 24 C.F.R. §115.204)
- (1) If the Director, in consultation with the City Attorney, concludes at any time following the filing of a complaint that prompt judicial action is necessary to carry out the purposes of this subchapter, the Director may refer the matter to the City Attorney with a request for appropriate temporary or preliminary relief pending final

disposition of the complaint under this section. Upon receipt of authorization from the City Manager, the City Attorney shall promptly commence and maintain such an action, as needed. Any temporary restraining order or other order granting preliminary or temporary relief shall be issued in accordance with the authority granted by a Court of competent jurisdiction. The commencement of a civil action under this subsection does not affect the initiation or continuation of further action, as authorized by the Director under this ordinance.

- (2) Whenever the Director, in consultation with the City Attorney, has reason to believe that a basis may exist for the commencement of proceedings against any respondent by any governmental licensing or supervisory authorities, the Director shall transmit the information upon which such belief is based to the City Attorney or to such other agency or authority with appropriate jurisdiction.
- (h) Reasonable cause determination and effect (in accordance with 42 U.S.C. § 3610 and 24 C.F.R. §115.204)
- (1) The Director shall, within one hundred (100) calendar days after the filing of the complaint, determine based on the facts whether reasonable cause exists to believe that a discriminatory housing practice has occurred or is about to occur, unless it is impracticable to do so, or unless the Director has approved a conciliation agreement with respect to the complaint. If the Director is unable to make the determination within one hundred (100) calendar days after the filing of the complaint, the Director shall notify the complainant and respondent in writing of the reasons for not doing so.
 - (A) The Commission and/or Office shall make a final administrative disposition of a complaint filed under this section within one year (365 calendar days) of the date of receipt of a complaint, unless it is impracticable to do so. If the Commission and/or Office is unable to do so, it shall notify the parties, in writing, of the reasons for not doing so.
 - (2) If the Director determines that reasonable cause exists to believe that a discriminatory housing practice has occurred or is about to occur, the Director shall, unless a resolution has been reached through informal dialogue, mediation, or conciliation, immediately render a determination on behalf of the aggrieved person.
 - (3) If the Director, in consultation with the City Attorney, renders a determination of reasonable cause on behalf of the aggrieved person, the Director shall issue a charge on behalf of the aggrieved person for further civil action proceedings. Such charge:
 - (A) shall consist of a short and plain statement of the facts upon which the Director has found reasonable cause to believe that a discriminatory housing practice has occurred or is about to occur;
 - (B) shall be based on the final investigative report; and
 - (C) need not be limited to the facts or grounds alleged in the complaint filed under Sec. 2-437.2.(a).
 - (4) If the Director, in consultation with the City Attorney, determines that the matter involves the legality of any State or local zoning or other land use law or ordinance,

the Director shall immediately refer the matter to the City Attorney with a recommendation for appropriate civil action instead of issuing such charge.

- (5) If the Director determines that there is ~~no insufficient~~ reasonable cause to believe a violation of this ordinance has been committed, the Director shall dismiss the complaint and advise the complainant in writing that such dismissal shall become final unless, within ten (10) calendar days of receipt of the notice of dismissal, the complainant ~~files with the Commission a request for a~~ contacts the Office of Human Rights to request a review of the determination of the Director through the Commission's public administrative appeal hearing process.
 - (6) The Director may not issue a charge under this section regarding an alleged discriminatory housing practice after the beginning of the trial of a civil action commenced by the aggrieved party under an Act of Congress or a State law, seeking relief with respect to that discriminatory housing practice.
- (i) Service of copies of charge (in accordance with 42 U.S.C. § 3610 and 24 C.F.R. § 115.204)
- (1) After the Director issues a charge under this section, the Director shall cause a copy thereof, together with information as to how to make an election of judicial determination under this ordinance and the effect of such an election, to be served:
 - (A) on each respondent named in such charge, together with a notice of opportunity for a public administrative hearing by the Commission, under section 2-439.1 of this ordinance, at a time and place specified in the notice, unless that election is made; and
 - (B) on each aggrieved person on whose behalf the complaint was filed.
- (j) Election of judicial determination (in accordance with 42 U.S.C. § 3612)
- (1) When a charge is filed under section 2-437.2. of this ordinance, a complainant, a respondent, or an aggrieved person on whose behalf the complaint was filed, may elect to have the claims asserted in that charge decided in a civil action in lieu of a public administrative hearing by the Commission under Sec. 2-439.1. The election must be made not later than twenty (20) calendar days after the receipt by the electing person of service of copies of the charge or, in the case of the Director, not later than twenty (20) calendar days after such service. The person making such election shall give notice of doing so to the Director and to all other complainants and respondents to whom the charge relates.
- (k) Civil action for enforcement when a charge is issued or election is made for such civil action (in accordance with 42 U.S.C. § 3612)
- (1) If an election of judicial determination is made, the City Attorney shall commence and maintain a civil action on behalf of the aggrieved person in a Court of competent jurisdiction seeking relief to this subsection, not later than thirty (30) calendar days after the authorization or election is made.
 - (A) For the purposes of pursuing a civil action under this section, the City Attorney is authorized to contract qualified legal counsel on behalf of the City at the City's sole expense.

- (2) Any aggrieved person with respect to the issues to be determined in a civil action under this subsection may intervene as of right in that civil action.
 - (3) In a civil action under this subsection, if the court finds that a discriminatory housing practice has occurred or is about to occur, the court may grant as relief any relief with respect to such discriminatory housing practice in a civil action under 42 U.S.C. § 3613. Any relief so granted that would accrue to an aggrieved person in a civil action commenced by that aggrieved person under 42 U.S.C. § 3613 shall also accrue to that aggrieved person in a civil action under this subsection.
- (l) Civil action by private persons (in accordance with 42 U.S.C. § 3613)
- (1) An aggrieved person, regardless of the status of the complaint, may commence a civil action in a Court of competent jurisdiction within the City of Charlottesville not later than two (2) years after the occurrence or the termination of an alleged discriminatory housing practice, or the breach of a conciliation agreement entered into under this subchapter, whichever occurs last, to obtain appropriate relief with respect to such discriminatory housing practice or breach.
 - (2) The computation of such 2-year period shall not include any time during which an administrative proceeding under this subchapter was pending with respect to a complaint or charge under this subchapter based upon such discriminatory housing practice. This subparagraph does not apply to actions arising from a breach of a conciliation agreement.
 - (3) An aggrieved person may commence a civil action under this subsection whether or not a complaint has been filed under Sec. 2-437.2.(a) of this ordinance and without regard to the status of any such complaint, but if the Director has obtained a mediation or conciliation agreement with the consent of an aggrieved person, no action may be filed under this subsection by such aggrieved person with respect to the alleged discriminatory housing practice which forms the basis for such complaint except for the purpose of enforcing the terms of such an agreement.
- (m) Relief which may be granted (in accordance with 42 U.S.C. § 3612 and 24 C.F.R. § 115.204)
- (1) In a civil action under this ordinance, if the court finds that a discriminatory housing practice has occurred or is about to occur, the court may award to the plaintiff actual and punitive damages, and may grant as relief, as the court deems appropriate, any permanent or temporary injunction, temporary restraining order, or other order (including an order enjoining the defendant from engaging in such practice or ordering such affirmative action as may be appropriate).
 - (A) Such relief may include actual damages suffered by the aggrieved person and injunctive or other equitable relief. Such order may, to vindicate the public interest, assess a civil penalty against the respondent:
 - (i) in an amount not exceeding \$10,000 if the respondent has not been adjudged to have committed any prior discriminatory housing practice;
 - (ii) in an amount not exceeding \$25,000 if the respondent has been

adjudged to have committed one other discriminatory housing practice during the 5-year period ending on the date of the filing of this charge; and

(iii) in an amount not exceeding \$50,000 if the respondent has been adjudged to have committed 2 or more discriminatory housing practices during the 7-year period ending on the date of the filing of this charge; except that if the acts constituting the discriminatory housing practice that is the object of the charge are committed by the same natural person who has been previously adjudged to have committed acts constituting a discriminatory housing practice, then the civil penalties may be imposed without regard to the period of time within which any subsequent discriminatory housing practice occurred.

- (2) In a civil action, the court, in its discretion, may allow the prevailing party, other than the City of Charlottesville, a reasonable attorney's fee and costs.
- (3) Relief granted under this section shall not affect any contract, sale, encumbrance, or lease consummated before the granting of such relief and involving a bona fide purchaser, encumbrancer, or tenant, without actual notice of the filing of a complaint with the Director or civil action under this subchapter.

(n) Intervention by the City

- (1) Upon timely application, the City may intervene in a private civil action if the City certifies that the case is of general, public importance. Upon such intervention, the City may obtain such relief as would be available to the City under 42 U.S.C. § 3614 in a civil action to which such section applies.

(o) Contracted services

- (1) In order to fulfill the requirements of this section, if the City has entered into a FHAP workshare agreement, the City Manager or their designee is authorized to contract on behalf of the City with any objective, neutral third party for the purpose of conducting informal dialogue or mediation with respect to resolution of complaints and advising the Director of the Commission of the results of such proceedings.
- (2) In order to fulfill the requirements of this section, if the City has not entered into a FHAP workshare agreement, the City Manager or their designee is authorized to contract on behalf of the City with any objective, neutral third party qualified to assess allegations of discrimination under this section for the purpose of receiving complaints, conducting investigations, rendering written determinations of whether there is reasonable cause to believe a violation of this ordinance has occurred, conducting informal dialogues, mediations, or conciliations of complaints, and advising the Director of the Commission of the results of any investigation, informal dialogue, mediation, or conciliation of complaints.

Sec. 2-437.3. Investigation of individual public accommodation, credit, or private education discrimination complaints and issuance of findings.

(a) Complaints and answers

- (1) The Director shall develop and implement a central intake procedure to be used by the Office of Human Rights for receiving and processing individual inquiries that allege an unlawful, discriminatory public accommodation, credit, or private education practice.
- (2) Upon the receipt of such inquiry, the Director or other designated professional staff shall conduct an initial assessment to determine if the inquiry is jurisdictional. The inquiry may be dismissed by the Director without further action if it is non-jurisdictional.
- (3) If the inquiry is not dismissed, any person claiming to be aggrieved by an unlawful, discriminatory public accommodation, credit, or private education practice may file a complaint in writing with the Office of Human Rights not more than 180 calendar days following the alleged discriminatory act. The complaint shall be in such detail as to substantially apprise any party properly concerned as to the time, place, and facts surrounding the alleged unlawful discrimination.
- (4) For complaints alleging an unlawful, discriminatory public accommodation, credit, or private education practice within the jurisdiction of the City, the Director or other designated professional staff are authorized to undertake further action as detailed in Sec. 2- 437.3.(b).
- (5) For inquiries alleging an unlawful, discriminatory public accommodation, credit, or private education practice that falls outside the jurisdiction of the City, the Director or other designated professional staff shall dismiss the inquiry as non-jurisdictional and inform the aggrieved individual of the option to file with an appropriate state or federal agency.
- (6) If the City of Charlottesville is the named respondent in an inquiry of public accommodation, credit, or private education discrimination received by Office of Human Rights, the Director or other designated professional staff shall dismiss the inquiry as non-jurisdictional and inform the aggrieved individual of the option to file with an appropriate state or federal agency.
- (7) If a current or former City of Charlottesville Human Rights Commissioner is a party to an inquiry of public accommodation, credit, or private education discrimination received by the Office of Human Rights, and the case is jurisdictional, the Director may attempt to resolve the complaint through alternative dispute resolution. If the complaint cannot be resolved through alternative dispute resolution, the Director shall administratively close the case and inform the aggrieved individual of the option to file with an appropriate state or federal agency.
- (8) Upon the filing of a complaint of discrimination, the Director shall serve notice of the complaint on the complainant and each respondent named therein. Said notice shall be served in a timely manner and specify the allegation, citing the

evidence that supports further action, advising all parties of the time limits and choice of forums under this ordinance, and indicating the action to be taken.

(b) Further action

- (1) Further action for public accommodation, credit, or private education discrimination complaints, as authorized by this ordinance, may include informal dialogue, and/or investigation of the complaint.
- (2) It shall be the responsibility of the aggrieved individual to provide current and updated contact information to the Office of Human Rights from the date of filing through the completion of any further action.
- (3) If, during the process of informal dialogue, mediation, or investigation, the complainant does not respond to communication or requests for information from the ~~Investigator~~ Office of Human Rights for a period of thirty (30) calendar days, the Director shall serve written notice of pending case closure on the complainant stating that the case ~~will~~ shall be administratively closed if the complainant does not respond within thirty (30) calendar days of the date the written notice is issued.
 - (A) If the complainant responds to the notice of pending case closure within thirty (30) calendar days of the date the notice was issued, the case shall remain open.
 - (B) If the complainant does not respond within thirty (30) calendar days of the date the notice was issued, or if the complainant responds within the thirty (30) calendar-day timeframe but does not respond to subsequent communication or requests for information for another thirty (30) calendar-day period, the case shall be administratively closed without further notice.
- (4) The complainant may, following the administrative closure of the case, re-file the complaint at a future date, provided that the complaint is filed within one hundred and eighty (180) calendar days of the alleged discriminatory event detailed in the original complaint.
- (5) If, during the process of informal dialogue, mediation or investigation, the respondent does not respond to communication or requests for information from the ~~Investigator~~ Office of Human Rights for a period of thirty (30) calendar days, the Director may serve written notice on the respondent that the investigation may proceed without the requested information and that a determination on the case shall be rendered upon completion of the investigation.

(c) Alternative dispute resolution

- (1) During the period beginning with the filing of such complaint and ending with the rendering of a determination or a dismissal by the Director, the Director shall, to the extent feasible, engage in informal dialogue or mediation with respect to such complaint.
- (2) The Director shall propose an initial meeting between the parties for the purpose of exploring alternative dispute resolution of the complaint through voluntary

informal dialogue or mediation.

(A) For the purposes of this section, informal dialogue shall refer to a voluntary meeting between the complainant and respondent to explore resolution that does not result in a written settlement agreement.

(B) For the purposes of this section, mediation shall refer to a facilitated dialogue resulting in a written settlement agreement between the respondent and complainant.

- (3) Nothing herein shall be interpreted as requiring any party to participate in informal dialogue, mediation, or any other resolution efforts.
- (4) Materials used and communications made during informal dialogue or mediation concerning a complaint of unlawful discrimination shall be confidential and shall not be disclosed to the public by the Director, the Commission, or Office of Human Rights staff unless disclosure is authorized in writing by all parties to the dispute.
- (5) If informal dialogue is concluded, the complaint shall be considered resolved upon the complainant's written or verbal withdrawal of the complaint.
- (6) If the mediation is concluded to the satisfaction of both parties, the complaint shall be considered resolved upon the parties' execution of a written settlement agreement. Unless all parties agree otherwise, the execution of a written agreement is solely for the purpose of settling a disputed claim and does not constitute an admission by any party that the law or this ordinance has been violated. No further action on the initial complaint shall be taken by the Commission or the Office of Human Rights staff once the agreement is executed.
- (7) If informal dialogue or mediation is not successful, the Director or designee shall conduct an investigation.

(d) Investigation

- (1) Upon the filing of a complaint under this section, the Director shall assign an Investigator to make an investigation of the alleged discriminatory practice for the purpose of rendering a written determination as to whether there is reasonable cause to believe a violation of this ordinance occurred and the facts supporting such determination.
- (2) The Investigator shall complete such investigation within one hundred and eighty (180) calendar days after the filing of the complaint unless it is impracticable to do so. If the Investigator is unable to complete the investigation within one hundred and eighty (180) calendar days after the filing of the complaint, the Director shall notify the complainant and respondent in writing of the reasons for not doing so.
- (3) Statements received by the Investigator from the complainant, respondents, and witnesses as part of an investigation shall be under oath or affirmation and may be reasonably and fairly amended at any time.
- (4) When conducting an investigation of a complaint filed under this ordinance, the

Investigator shall have the right to interview any person who may have any information which may further the investigation and to request production of any records or documents for inspection and copying in the possession of any person which may further the investigation. Such persons shall be interviewed under oath. The Director or designated subordinates shall have the authority to collect, inspect, and copy records under this ordinance.

(5) If during an investigation any person refuses to comply with a request by the Director or Office staff to produce data, information, documents, or other tangible evidence or refuses to appear as a witness for the gathering of evidence necessary to determine whether a violation of this ordinance has occurred, the Director, after a good faith effort to obtain such evidence or attendance of witnesses, may petition a court of appropriate jurisdiction for a subpoena against any such person refusing to produce such evidence or refusing to appear as a witness, and such court may, upon good cause shown, cause the subpoena to be issued.

(A) Said subpoenas and requests for information may be ordered to the same extent and subject to the same limitations as would apply if the subpoenas or requests for information were ordered or served as part of a civil action in the Commonwealth of Virginia.

(B) For purposes of this section, "person" includes any individual, partnership, corporation, association, legal representative, mutual company, joint stock company, trust, unincorporated organization, employee, employer, employment agency, labor organization, joint labor-management committee, or an agent thereof.

(C) Neither the complainant nor the respondent shall have the right to demand that a subpoena be issued.

(D) Any witness subpoena issued under this section shall include a statement that any statements made will be under oath and that the respondent or other witness is entitled to be represented by an attorney.

(E) Any person failing to comply with a subpoena issued under this section shall be subject to punishment for contempt by the court issuing the subpoena. Any person so subpoenaed may petition the Charlottesville Circuit Court to quash the subpoena.

(F) In case of refusal or neglect to obey a subpoena, the Director may petition for its enforcement in the Circuit Court of the City of Charlottesville. The Circuit Court of the City of Charlottesville will be requested to give these cases priority on the court docket.

(6) Upon the conclusion of the investigation, the Investigator shall prepare an investigative report for submission to the Director.

(e) Reasonable cause determination and effect

(1) Upon completion of an investigation and submission of the investigative report, the Director shall render a written determination of whether there is reasonable cause to believe a violation of this ordinance has been committed and the facts

supporting such determination. The written determination shall promptly be served on the parties.

- (2) If the Director determines that there is reasonable cause to believe that a violation of this ordinance has been committed, the Director shall immediately endeavor to eliminate any alleged unlawful discriminatory practice through informal dialogue or mediation.
- (3) If the complaint cannot be resolved through informal dialogue or mediation, the Director shall proceed with the preparation of materials for consideration by the Commission for the purpose of holding a vote on whether to conduct a public administrative hearing on the complaint.
- (4) Such materials shall include a copy of the written determination with the names and identifying information of the complainant, respondent, respondent's agents, and any witnesses redacted.
- (5) Upon request by the Commission, the Director shall provide a copy of the full investigative report with the names and identifying information of the complainant, respondent, respondent's agents, and any witnesses redacted.
- (6) If the Director determines that there is ~~no insufficient~~ reasonable cause to believe a violation of this ordinance has been committed, the Director shall dismiss the complaint and advise the complainant in writing that such dismissal shall become final unless, within ten (10) calendar days of receipt of the notice of dismissal, the complainant ~~files with the Commission a request for a~~ contacts the Office of Human Rights to request a review of the determination of the Director through the Commission's public administrative appeal hearing process.

(f) Contracted services

- (1) In order to fulfill the requirements of this section, the City Manager or their designee is authorized to contract on behalf of the City with any objective, neutral third party qualified to assess allegations of discrimination under this section for the purpose of receiving complaints, conducting investigations, rendering written determinations of whether there is reasonable cause to believe a violation of this ordinance has occurred, conducting informal dialogues or mediations of complaints, and advising the Director of the Commission of the results of any investigation, informal dialogue, or mediation of complaints.

Sec. 2-438. Interference, coercion, intimidation, or retaliation prohibited.

- (a) In accordance with 42 U.S.C. § 3617, it shall be unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of having exercised or enjoyed, or on account of having aided or encouraged any other person in the exercise or enjoyment of, or on account of having filed a complaint of discrimination regarding any right granted or protected by this ordinance.
- (b) Any person experiencing such interference, coercion, intimidation, or retaliation in connection with a complaint of unlawful discrimination received or in process under this ordinance may file a retaliation complaint with the Office of Human Rights. The complaint shall be in such detail as to substantially apprise any party properly concerned as to the time,

place, and facts surrounding the alleged unlawful retaliation.

- (c) Retaliation complaints shall be processed in the same manner as complaints of unlawful discrimination and such process shall be determined by the protected activity named in the original complaint to which the alleged retaliation is linked or by the protected activity in which the complainant was engaged and which was impacted by the alleged retaliation.

Sec. 2-439.1. Enforcement authority – The role of the Commission regarding individual complaints of discrimination.

(a) Administrative hearings generally

- (1) The Commission shall serve as an administrative hearing body with the authority to review appeals and reasonable cause determinations for complaints of individual discrimination received and investigated by the Office of Human Rights.
- (2) In complaints of housing discrimination, if the Director determines that there is reasonable cause to believe a violation did occur, a charge is filed, and either party elects to pursue judicial determination through a civil action in a court of competent jurisdiction, under Sec. 2-437.2. of this ordinance, the Commission shall not hold an administrative hearing and any proceedings in process shall cease. If an election is not made, the Commission shall hold an administrative hearing on behalf of the complainant.
- (3) If an administrative hearing is to be held, the Commission shall promptly notify the parties of the time, date, and location of the hearing and serve upon them a statement of the charges against the respondent, the Director's summary of the evidence and recommended remedies, and the issues to be considered at the hearing. The notice and statement shall be served no later than fourteen (14) calendar days prior to the date of the hearing.
- (4) The Commission shall have the option to consider all of the allegations and issues set forth in the complaint or, in its discretion, may limit the scope of the administrative hearing to one or more of the allegations or issues.
- (5) Administrative hearings of the Commission may be held before the entire Commission or before designated hearing panels, consisting of three or more members of the Commission, as the Commission in its discretion may determine. The Chair or a Commissioner designated by the Chair shall preside over the hearing, which shall be open to the public.
- (6) Any Commissioner that has a conflict of interest with respect to a complaint brought before the Commission for an administrative hearing shall disclose the conflict of interest to the Chair and recuse themselves from service on the hearing panel for that specific complaint. A conflict of interest may exist when a Commissioner's ability to exercise objective judgement could be reasonably questioned. The Director shall make the final determination about whether a conflict of interest exists.
- (7) Prior to the administrative hearing, the Director shall provide the Commission

with a copy of the investigative report and any findings or determinations resulting from the investigation. During an administrative hearing, the Commission shall base its findings and recommendations on a review of the existing record and any additional evidence acquired by the Commission, at its discretion, through the Office of Human Rights, prior to the hearing. Neither party to the complaint shall be entitled to submit unsolicited written statements or arguments, present oral defense or documentary evidence, or conduct cross examinations during the administrative hearing.

- (8) Any investigative report, findings, determinations, or additional evidence provided to the Commission by the Office of Human Rights for purposes of an administrative hearing shall be redacted to remove any personal identifying information in accordance with Va. Code Ann. § 2.2-3800 et seq.
- (9) The Commission shall keep a full record of the administrative hearing, and such record shall be public and open to inspection by any person unless otherwise provided by any applicable law or regulations. Any party may request that the Commission furnish such party a copy of the hearing record and shall reimburse the Commission for the cost of producing the copy.
- (10) In matters where any party is represented by counsel, the office of the City Attorney shall provide an attorney as counsel to the Commission who will also assist the Director in preparing the case.
- (11) Whenever the Commission requires additional evidence to determine whether reasonable cause exists to believe any person has engaged in or is engaging in any unlawful discriminatory practice, the Commission, after a good faith effort to obtain such evidence or attendance of witnesses through the Office of Human Rights, may petition a court of appropriate jurisdiction for a subpoena against any such person refusing to produce such evidence or refusing to appear as a witness, and such court may, upon good cause shown, cause the subpoena to be issued.
 - (A) Said subpoenas and requests for information may be ordered to the same extent and subject to the same limitations as would apply if the subpoenas or requests for information were ordered or served as part of a civil action in the Commonwealth of Virginia.
 - (B) For purposes of this section, "person" includes any individual, partnership, corporation, association, legal representative, mutual company, joint stock company, trust, unincorporated organization, employee, employer, employment agency, labor organization, joint labor-management committee, or an agent thereof.
 - (C) Neither the complainant nor the respondent shall have the right to demand that a subpoena be issued.
 - (D) Any witness subpoena issued under this section shall include a statement that any statements made will be under oath and that the respondent or other witness is entitled to be represented by an attorney.
 - (E) Any person failing to comply with a subpoena issued under this section

shall be subject to punishment for contempt by the court issuing the subpoena. Any person so subpoenaed may petition the Charlottesville Circuit Court to quash the subpoena.

- (F) In case of refusal or neglect to obey a subpoena, the Commission may petition for its enforcement in the Circuit Court of the City of Charlottesville. The Circuit Court of the City of Charlottesville will be requested to give these cases priority on the court docket.
- (12) The Commission shall have the authority to grant relief, as permitted under Virginia law, or to issue recommendations for appropriate remedies, for complaints reviewed during an administrative hearing. If, after the hearing, the Commission determines by a preponderance of the evidence that the respondent has committed or is committing the alleged violation(s) of this ordinance, the Commission shall state its findings in a written resolution and may issue recommendations, to be served promptly on the parties. Such recommendations may include:
 - (A) the pursuit of remedies through alternative dispute resolution.
 - (B) a referral to the City Attorney for the consideration of potential civil action.
 - (C) notice to the respondent to cease and desist from such violation(s) and to take such action as may be authorized by law to effectuate the purpose of this ordinance, including but not limited to the payment by respondent of compensatory damages to any person or persons found by the Commission to be so entitled by reason of the violation(s) of this ordinance, or the placement or restoration of any person in or to such status in which the Commission finds they would be but for respondent's violation(s) of this ordinance.
- (13) If, after receiving the evidence presented at the administrative hearing, the Commission finds that the respondent has not engaged in the alleged violation(s) of this ordinance, the Commission shall state its findings in a written resolution and shall dismiss the complaint. Prompt notice of such action shall be given to the parties, and such dismissal shall be final.
- (14) Nothing herein shall be construed as authorizing the Commission to award damages or grant injunctive relief.

(b) Administrative appeal hearings for determinations of no reasonable cause

- (1) The Commission shall serve as a due process appellate body with the authority to hear appeals of determinations of no reasonable cause rendered by the Director on complaints of individual discrimination received and investigated by the Office of Human Rights.
- (2) If the Director determines that there is no ~~insufficient~~ reasonable cause to believe a violation of this ordinance has occurred, the Director shall dismiss the complaint and advise the complainant in writing that such dismissal shall become final unless, within ten (10) calendar days of receipt of notice of the dismissal, the complainant ~~files with the Commission a request for a~~ contacts the Office of

Human Rights to request a review of the determination of the Director through the public administrative appeal hearing process.

- (3) On written petition of the complainant, the Commission shall hold
 - (4) an administrative appeal hearing to review the Director's conclusion and shall either overrule or affirm the finding of no reasonable cause.
 - (5) If, at the conclusion of an administrative appeal hearing, the Commission determines by majority vote that reasonable cause exists, it shall prepare a written resolution that includes a summary of the evidence upon which the reversal of the Director's finding is based and recommendations for further action. The Director shall serve notice on both parties of the Commission's finding and pursue appropriate further action, per the Commission's resolution.
 - (6) If, at the conclusion of an administrative appeal hearing, the Commission determines by majority vote that no reasonable cause exists, it shall prepare a written resolution upholding the Director's dismissal of the complaint, and such dismissal shall be final.
- (c) Administrative hearings for determinations of reasonable cause
- (1) If the Director determines that there is reasonable cause to believe a violation did occur and either party declines to participate in alternative dispute resolution, or if such efforts are attempted but unsuccessful, the Director shall prepare a written summary of the evidence on which the determination of reasonable cause is based and shall recommend appropriate remedies for the discriminatory actions in a report to the Commission.
 - (2) For determinations of reasonable cause regarding complaints of employment, public accommodation, credit, or private education discrimination, the Commission shall determine by majority vote whether to hold an administrative hearing on the complaint. The Commission shall base its determination on its judgment as to how enforcement of this ordinance would be best served. If the Commission determines not to hold an administrative hearing, it shall either dismiss the complaint or take such action as it deems appropriate and consistent with the purposes of this ordinance and the powers of the Commission hereunder.
 - (3) For determinations of reasonable cause regarding complaints of housing discrimination, the Commission shall proceed with an administrative hearing on behalf of the complainant if neither party elects to pursue judicial determination through a civil action in a court of competent jurisdiction.

Sec. 2-439.2. Enforcement authority – Court enforcement regarding individual complaints of employment, public accommodation, credit, or private education discrimination.

- (a) If the Commission finds that a respondent has committed a violation of this ordinance and determines that appropriate remedial measures have not been taken, the Commission, through the City Attorney, and subject to approval by the City Council, may file an appropriate action in any court of competent jurisdiction to prove, *de novo*, that the respondent violated this chapter; secure compliance with this chapter; and/or obtain

appropriate relief available under any applicable federal or state statute or regulation including, but not limited to an award of injunctive relief, compensatory and / or punitive damages and a recovery of costs and attorney's fees for any person, including the City, injured as a result of a violation of this chapter.

- (b) If the City Council approves the institution of any proceeding in court, the proceeding shall be brought in the name of the City Council and the Human Rights Commission of the City of Charlottesville.

Sec. 2-440. Confidentiality.

It shall be unlawful for any Commissioner, officer, employee, contractor or staff member of the Commission or Office of Human Rights to disclose or make public any complaints, investigative notes, or other correspondence and information furnished to the Commission or its staff in confidence with respect to a complaint, an investigation, or alternative dispute resolution process involving an alleged unlawful discriminatory practice. A violation of this section shall be a Class 3 misdemeanor.

Sec. 2-441. Annual Report.

The Commission shall make an annual comprehensive report to City Council that outlines its efforts during the preceding year in the areas of identifying and addressing systemic or institutional discrimination; processing individual complaints of unlawful discrimination; and facilitating community dialogue regarding issues of human rights. The report shall also outline the Commission's work plan for the ensuing year, which shall be subject to approval or modification by City Council.

Sec. 2-442. Severability.

The provisions of the Article are severable, and if any provision, sentence, clause, section or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Article, or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Article would have been adopted if such illegal, invalid, or unconstitutional provision, sentence, clause, section, or part had not been included therein, and if the person or circumstances to which the chapter or any part thereof is inapplicable had been specifically exempted therefrom.

Sec. 2-443. No waiver of other legal rights.

- (a) Any person who is aggrieved by an unlawful discriminatory practice may bring an appropriate action in a court of competent jurisdiction, including but not limited to a judicial review of a final decision made by the Commission or Office, as provided for by any other applicable law.
- (b) Nothing in this Chapter shall prevent any person from exercising any right or seeking any remedy to which the person might otherwise be entitled; nor shall any person be required to pursue any remedy set forth herein as a condition of seeking relief from any court or other

agency, except as is otherwise provided by applicable Virginia or federal law.

Policy Briefing Summary

City Council



Regarding:	Resolution Allocating Charlottesville Affordable Housing Fund Grant Program Funding for Charlottesville Redevelopment and Housing Authority South First Street Phase Two in the Amount of \$425,000 (2nd reading)
Staff Contact(s):	Madelyn Metzler, Housing Compliance Coordinator, James Freas, Deputy City Manager
Presenter:	Madelyn Metzler, Housing Compliance Coordinator
Date of Proposed Action:	August 3, 2026

Issue

The Charlottesville Redevelopment and Housing Authority (CRHA) has requested disbursement of \$425,000 in FY22 Charlottesville Affordable Housing Fund (CAHF) grant funding for South First Street Phase Two; however, the original grant agreement expired in May 2024. A new agreement is needed before funds can be released.

Background / Rule

In April 2022, City Council awarded \$425,000 in CAHF funding to CRHA to support the development of South First Street Phase Two. The grant agreement established a performance period from May 23, 2022 to May 23, 2024. During that time, the City did not receive reimbursement requests, quarterly reports, or a request to extend the agreement.

CRHA submitted a reimbursement request in May 2025 following delays related to contractor selection and funding gaps that postponed the start of construction. Construction ultimately began in March 2025, and CRHA's most recent compliance report from May 2026 reflects steady progress, sustained resident engagement, and a continued need for CAHF support. A 2025 joint review of City and CRHA agreements recommended issuing a new agreement for the expired CAHF allocation and aligning reporting requirements with both CRHA's compliance calendar and the City's Grants Monitoring framework.

Analysis

South First Street Phase Two is actively under construction and will include 113 new homes, a community center, and CRHA offices. Delivery A is projected for completion in May 2026, with vertical construction underway across the remainder of the site. Resident Planners continue to participate through monthly meetings and design-related activities. CAHF reimbursement remains an essential part of the project's financing structure and complements the separate \$6 million CIP-funded agreement, of which just over \$5 million has been disbursed. Because the original CAHF grant agreement has expired, staff have prepared a new agreement with updated performance and reporting requirements to enable disbursement. Establishing the new agreement advances City priorities related to affordable housing production, redevelopment of public housing, and strengthened project monitoring and accountability.

Financial Impact

The original FY22 CAHF allocation totals \$425,000. No additional funding is requested; the action would reauthorize expenditure of previously appropriated funds.

Recommendation

City Staff recommends City Council adopt the attached Resolution allocating CAHF Grant Program funding for CRHA South First Street Phase Two in the Amount of \$425,000.

Recommended Motion (if Applicable)

"I Move to adopt the attached Resolution Allocating Charlottesville Affordable Housing Fund Grant Program Funding for Charlottesville Redevelopment and Housing Authority South First Street Phase Two in the Amount of \$425,000."

Attachments

1. RESOLUTION CAHF CRHA FY22
2. CAHF Grant Agreement CRHA FY22



RESOLUTION #R-__-__

**RESOLUTION ALLOCATING CHARLOTTESVILLE AFFORDABLE HOUSING
FUND GRANT PROGRAM FUNDING FOR CHARLOTTESVILLE
REDEVELOPMENT AND HOUSING AUTHORITY SOUTH FIRST STREET PHASE
TWO IN THE AMOUNT OF \$425,000**

WHEREAS, the City of Charlottesville, Virginia, established the Charlottesville Affordable Housing Fund (“CAHF”) Grant Program to provide financial support for community agency programs aiding in affordable housing and homelessness relief.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$425,000 be allocated from previously appropriated funds in the CAHF under Fund 426 Project: CP-084 to the Charlottesville Redevelopment and Housing Authority for South First Street Phase Two project.

Date Adopted: _____

Certified: _____
Clerk of Council

CHARLOTTESVILLE AFFORDABLE HOUSING FUND
GRANT AGREEMENT

THIS CHARLOTTESVILLE AFFORDABLE HOUSING FUND GRANT AGREEMENT (“Agreement”) is by and between **THE CITY OF CHARLOTTESVILLE, VIRGINIA** (“City”), and the **CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY** (“Recipient”); (collectively, “Parties;” individually, “Party”), and provides the terms and conditions upon which the City will provide funding to the Recipient from the Charlottesville Affordable Housing Fund (“CAHF”) for the purpose of developing a new, 113-unit multi-family rental development at South First Phase Two (“Project”). Funding approval for this Project was provided by the Council of the City of Charlottesville, Virginia (“City Council”), on April 18, 2022, via Resolution #R-22-048.

This Agreement is effective as of the date of the last signatory’s signature below.

WITNESSETH

Section 1. Period of Performance: July 1, 2026 to June 30, 2027

Section 2. City Funding Amount: \$425,000

Section 3. Conditions of City Funding:

(A) **Project:** To construct a new, 113-unit multi-family rental development on the site of South First Street Phase 2, at the following income tiers:

- i. Twelve (12) at up to thirty percent (30%) AMI;
- ii. Forty-five (45) at between forty percent (40%) and fifty percent (50%) AMI; and
- iii. Fifty-six (56) at between fifty percent (50%) and sixty percent (60%) AMI.

(B) **Beneficiaries Who Receive City Funding (Eligibility):**

- The Project will be targeted to those households as identified in the Recipient’s application dated February 17, 2022, and any additional representations to City Council on April 18, 2022.
- Qualifying households will have incomes up to thirty percent (30%), fifty percent (50%), and sixty percent (60%) AMI, as adjusted by the U.S. Department of Housing and Urban Development (“HUD”) annually by family/household size, as noted above in Section 3(A).
- Recipient shall make a good faith effort to solicit applicants for the Project who live in targeted neighborhoods, as identified by Recipient, who are residents of

public or subsidized housing, the elderly, residents with disabilities recognized by the Americans with Disabilities Act, or other households that have low/moderate income.

(C) Obligations of Recipient:

- Recipient will apply City funds to support the development, rehabilitation, and/or preservation of 113 affordable housing units within City.
- Recipient will use City funding only in accordance with the terms and conditions set forth within this Agreement and any subsequent amendments and provide receipts and/or invoices to the City detailing how City funds have been expended (*see* Section 5).
- Recipient shall be accessible and responsible to communication and feedback from City, including but not limited to, inquiries regarding program compliance, monitoring, site visits, and general inquiries related to the Project.
- Recipient shall inform the Neighborhood Development Services (“NDS”) Housing Division, in writing, of potential changes or updates to the Project and shall not implement any significant proposed changes to the Project programming until after receiving written agreement from City.
- Recipient shall inform City in writing of any staff changes related to the Project, including leadership changes, financial staff changes, or project management staff changes within forty-eight (48) hours of the change.
- Recipient shall return the full amount of CAHF funds, if any of the following occurs:
 1. Upon resale of any property acquisition or resale of any site without having constructed any affordable housing;
 2. Upon non-completion of the Project within the Period of Performance; or
 3. In City’s sole discretion, Recipient fails to comply with any requirements laid forth in this Agreement.
 4. If a for-sale unit is conveyed before the initial affordability period ends to a new owner with an annual income that is > eighty percent (80%) AMI, the public funding provided by City shall be repaid to City by Recipient and re-applied to other affordable housing uses.
- Recipient shall publicly promote the Project. This can be done by distributing a press release to local media and/or publicizing information on Recipient’s website(s) and/or social media. Publicity helps increase awareness of the Project and an announcement of support from City may help leverage additional dollars for Project. Marketing

materials shall include City logo. Recipient shall provide marketing materials to NDS for review and approval prior to distribution.

- Recipient will complete the Project within the Period of Performance. Project will be considered complete when construction and/or rehabilitation of affordable housing units has terminated and occupancy of units has resumed.
- Recipient may request a one (1)-time extension of up to one (1) year. Extension requests must be made in writing no later than thirty (30) days prior to the end of the Period of Performance. Extensions are not guaranteed, and extension requests are subject to review and approval by NDS. Extension requests will be evaluated and a written response will be provided to Recipient within two (2) weeks.

Section 4. Reporting:

- Recipient will provide information regarding all beneficiaries of the Program, including, at a minimum, the following information about each household that participates in the Program:
 1. Total number of residents in the household;
 2. Number of adults in the household;
 3. Number of children in the household;
 4. Annual income of each adult member of the household;
 5. Race of each member of the household (optional);
 6. Head of Household's status as disabled;
 7. Total number of disabled members of the household;
 8. Whether the Head of Household is a City resident at time of assistance;
 9. Whether any resident of the household receives, at the time of assistance, HUD Housing Choice Voucher benefits or benefits from a similar program; and
 10. Refugee or asylee status of any member of the household (if applicable).
- Recipient will submit quarterly reports electronically to NDS in a format required by the City with information regarding the progress of the Project, as deemed sufficient in the sole discretion of City to determine what work has been performed.

- Quarterly reports will be due within fifteen (15) days following the end of the quarter. End of quarter dates are as follows: September 30, December 31, March 31, and June 30.
- No payment will be released unless required quarterly reports have been received. City reserves the right to withhold payments until reports are submitted. If the Period of Performance ends and the recipient has yet to submit one (1) or more of the required reports, City may withhold the balance of the award indefinitely.

Section 5. Payment:

- No payment will be released, unless the required quarterly reports have been timely received.
- In the event that any portion of City funding has not been disbursed by thirty (30) days after the Period of Performance no further amount(s) shall be paid by City to the Recipient under this Agreement. City may exercise discretion to waive this requirement under special circumstances, which must be provided in writing to City no later than thirty (30) days prior to the expiration date of this Agreement.
- In the case of a land purchase, funds will be disbursed by City to Recipient approximately two (2) weeks prior to the closing date for each Purchased Site. Recipient shall provide a written request (“Invoice”) to City giving the date and time of the closing, the amount of CAHF funding being applied to the purchase, and a copy of the fully executed appreciation sharing agreement, if applicable, for the Purchased Site. The Invoice to City shall be provided in writing no less than two (2) weeks prior to closing.
- In the case of development of land or properties, funds will be disbursed by City to Recipient upon written requests (“Invoices”), and including any applicable receipts, to City for reimbursement of expenses.
 - i. For affordable homeownership programs, if the completed home is sold to households earning more than the agreed to AMI, the public funding provided by City shall be repaid to City by Recipient.
 - ii. If a homeownership unit is conveyed before the initial affordability period ends, to a new owner that is above the agreed to AMI, the public funding provided by City shall be repaid to City by Recipient.
- In the case of rehabilitation(s), funds will be disbursed by City to Recipient upon Invoices, and including any applicable receipts, to City for reimbursement of expenses on a quarterly basis. Recipient will submit Invoices with quarterly reports and payments will be issued within thirty (30) days of receipt.

- Invoices and related documentation must be submitted electronically to NDS through Neighborly or another approved method of electronic communication.

Section 6. Additional Terms and Conditions:

- (A) **Subcontracts and Assignments:** No benefit or obligation of this Agreement may be assigned or subcontracted by Recipient without prior written approval of City at its sole discretion.
- (B) **Termination of Grant Agreement:** Either Party may terminate this Agreement at any time, for any reason, by giving written notice to the other Party of such termination and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. If the Agreement is terminated by either Party, Recipient will promptly return all unexpended funds provided pursuant to this Agreement.
- (C) **Indemnification:** To the extent permitted by law, Recipient hereby agrees to defend, indemnify, and save City (including its officers, agents, officials, employees, and agents) harmless from and against any and all liability, loss, claim, suit, damage, charge, or expense which City may suffer, sustain, incur, or in any way be subjected to, on account of death or of injury to any person (including, without limitation, City officers, agents, employees, licensees, and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by or as a consequence of any negligence, omission, or misconduct of Recipient or any of Recipient's subcontractors, agents, or employees in the performance of its obligations under this Agreement.
- (D) **Public Disclosure of Grant Agreement Documents:** Recipient acknowledges and understands that this Agreement, and all related public proceedings and records, shall be open to the public in accordance with the Virginia Freedom of Information Act (Virginia Code §§ 2.2-3700 *et seq.*) and the Virginia Public Procurement Act (Virginia Code §§ 2.2-4300 *et seq.*) to the extent that those laws apply.
- (E) **City Access to Records:** Recipient agrees that duly authorized representatives of City shall have access to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions for a period of five (5) years after the end of the Period of Performance.
- (F) **Non-Discrimination:** During the performance of this Agreement, Recipient agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, military status, or any other basis prohibited by law relating to discrimination in employment, except where there is a *bona fide* occupational qualification reasonably necessary to the normal operation of Recipient. Recipient

agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Recipient, in all solicitations or advertisements for employees placed by or on behalf of Recipient, will state that it is an equal opportunity employer. Recipient will include these provisions in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- (G) **Drug-Free Workplace:** During the performance of work performed pursuant to this Agreement, Recipient agrees to: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Recipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Recipient that it maintains a drug-free workplace; and (iv) include the provisions of this Paragraph in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with this Agreement by Recipient, whose employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of work done in connection with this Agreement. Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
- (H) **No Waiver of Rights:** No failure on the part of City to enforce any of the terms or conditions set forth in this Agreement shall be construed as or deemed to be a waiver of the right to enforce such terms or conditions. No waiver by City of any default or failure to perform by Recipient shall be construed as or deemed to be a waiver of any other and/or subsequent default or failure to perform. The acceptance of the performance of all or any part of this Agreement by City, for or during any period(s) following a default or failure to perform by Recipient, shall not be construed as or deemed to be a waiver by City of any rights hereunder, including, without limitation, City's right to terminate this Agreement.
- (I) **Independent Contractor:** Neither Recipient nor its agents, employees, assignees, or subcontractors shall be deemed employees or agents of City by virtue of the contractual relationship established by this Agreement. Recipient shall have sole responsibility for its staff, employees, and volunteers, including as regards their work, personal conduct, directions, and compensation.
- (J) **Severability:** In the event that any term, provision, or condition of this Agreement, or the application thereof, to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this

Agreement, and the application of any term, provision or condition contained herein to any person or circumstance other than those to which it has been held invalid or unenforceable, shall not be affected thereby.

- (K) **Non-Appropriation:** The payment and performance obligations of City, beyond the initial year of this Agreement, are expressly conditioned upon the availability of and appropriation by City Council of sufficient public funds, therefore. When public funds are not appropriated or are otherwise unavailable to support continuation of grant payment(s) by City in a subsequent fiscal year, this Agreement and City's obligations hereunder shall automatically expire, without liability or penalty to City. Within a reasonable time, following City Council's adoption of a budget, City shall provide Recipient with written notice of any non-appropriation or unavailability of funds affecting this Agreement.
- (L) **Governing Law and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. All litigation arising out of this Agreement shall be commenced and prosecuted in the federal, state, or local court(s) having jurisdiction within the City.
- (M) **Economic Opportunities Requirements:** During performance of this Agreement, Recipient agrees to the economic opportunities requirements and procedures set forth in the City's Section 3 Policy, incorporated fully herein by reference, which are applicable to CAHF assisted projects and activities as approved by City Council on July 15, 2013.
- (N) **Prohibition of Forced or Indentured Child Labor:** The use of forced or indentured child labor is prohibited in the performance of work in connection with this Agreement. For purposes of this Section, "forced or indentured child labor" means all work or service: (i) exacted from any person younger than eighteen (18) years of age under the menace of any penalty for the nonperformance of such work or service or for which such person does not offer himself voluntarily; or (ii) performed by any person younger than eighteen (18) years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties. Recipient shall include the above provision in every subcontract or purchase order that exceeds \$10,000, so that the prohibition will be binding upon each subcontractor or vendor.
- (O) **Contractual Claims:** Contractual claims, whether for money or other relief, must be submitted in writing no later than sixty (60) days after final payment by City. However, Recipient must give written notice of its intention to file a claim at the time of the occurrence of the incident giving rise to the claim or the beginning of the work upon which the claim is based. Normally, City will respond with a written decision on the claim within ninety (90) days. In some cases, the decision may be appealed through City's administrative appeals process. The process for filing contractual claims and appeals is described in City's "Contract Claims Resolution" Standard Operating Procedure, which is incorporated herein. A copy of the

“Contract Claims Resolution” procedure is available on City’s website or upon request.

- (P) **Immigration Reform and Control Act:** Recipient shall not, during the performance of work in connection with this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- (Q) **Entire Agreement:** This Agreement represents the entire agreement between the Parties and there are no other agreements or understandings between the Parties, either verbal or written, regarding this grant which have not been incorporated herein.

Section 8. Agreement of Terms:

This Agreement must be signed by an authorized officer or agent of Recipient. By the signature below, the undersigned individual represents and warrants that he/she/they have been duly authorized by Recipient to execute this Agreement, and to bind Recipient to the terms set forth herein.

Recipient shall, no later than July 30, 2026, sign and either mail (U.S. mail, first class, postage prepaid), scan and email original signature copies of this agreement to NDS, or sign virtually utilizing Adobe Sign.

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

CITY

City Representative (Printed)

Its: _____

City Representative (Signature)

Date: _____

Approved as to Form:

City Attorney's Office (Signature)

Date: _____

RECIPIENT

Recipient Representative (Printed)

Its: _____

Recipient Representative (Signature)

Date: _____

Policy Briefing Summary

City Council



Regarding:	Ordinance Adoption: 801 West Street; Zoning Text Amendment (PI-26-0043), Designation of Individually Protected Property (2nd reading)
Staff Contact(s):	Jeffrey Werner, Historic Preservation and Design Planner, Kate Richardson, Assistant Historic Preservation & Design Planner, Missy Creasy, Deputy Director of NDS, Matthew Alfele, City Planner
Presenter:	Kate Richardson, Assistant Historic Preservation & Design Planner
Date of Proposed Action:	August 3, 2026

Issue

A Zoning Text Amendment ("ZTA") has been proposed for property located at 801 West Street, Charlottesville, Virginia, TMP # 310042000 ("Subject Property"), pursuant to Charlottesville City Code Section 34-5.2.5.

On July 25, 2025, the Subject Property owner requested that City Staff initiate the ZTA process to designate the Subject Property (an existing house at 801 West Street) as an Individually Protected Property ("IPP"). The proposed IPP designation will overlay an approximately 0.3-acre parcel, located at the NW corner of West Street and 8th Street, NW, within the City's 10th and Page neighborhood.

Background / Rule

On December 9, 2025, the PC recommended approval of a ZTA to City Code Section 34-2.9.3.B. to designate the Subject Property as an IPP, and, per City Code Section 34-5.2.5, amend the City Zoning Map to identify the Subject Property as having an IPP overlay. Designation of an IPP follows the process for an amendment to the City's Zoning Ordinance and Zoning Map, including a Public Hearing following proper Notice.

Per City Code Section 34-5.2.5.B.1.a., a ZTA may be initiated by City Council or the PC. The City's designated IPPs are specifically identified and listed in City Code Section 34-2.9.3.B, therefore requiring the ZTA be completed in tandem with the corresponding ZMA.

If adopted, the attached proposed Ordinance will amend City Code Section 34-2.9.3.B, by adding the Subject Property to the list of IPPs.

Analysis

On the Subject Property, the proposed contributing structure is a two (2)-story, framed dwelling, clad in stucco. The dwelling is characterized by a hipped roof with pedimented gables, a wood-railed widow's walk in the center, with an attached single-story, rear addition.

In 1905, James Patterson constructed the dwelling for his family. The Patterson family sold the property in 1944, during WWII, to James Fleming, a fireman with the railroad, and his wife Maude Fleming, a prominent local teacher at the Jefferson School for forty (40) years. The Subject Property remains in the family to this day. (The NE corner of the 10th and Page neighborhood was initially segregated. Between 1930 and 1950, it transitioned to predominantly Black residents, including the Flemings.) Richard Hunt, the current owner, is

the grandson of Maude and James Fleming, and a descendant of Henry Martin (1826-1915), the bell ringer at the University of Virginia from c.1868 until 1909.

In June 2020, on behalf of the City, the 106 Group completed a Reconnaissance Architectural History Survey of 438 properties within the 10th and Page neighborhood. As a result, the Virginia Department of Historic Resources State Review Board recommended the approximately fifty (50)-acre Tenth and Page Historic District be eligible for listing on the Virginia Landmarks Register and the National Register of Historic Places ("NRHP"). Within that review, the Subject Property was assessed as retaining excellent integrity of both location and setting. In the areas of design, materials, and workmanship, the dwelling was assessed as retaining good integrity and therefore recommended as potentially individually eligible for listing in the NRHP under criterion "A," as one (1) of the oldest extent houses within the (also eligible) 10th and Page neighborhood. (link to the 2020 survey: [Survey of 10th and Page Neighborhood 2020](#)).

After consideration of the Standards of Review for IPP Designations (City Code Section 34-2.9.3.C), the City's Board of Architectural Review ("BAR") approved a Motion recommending the ZTA to City Council on January 21, 2026 ([link to BAR motion and case archive](#)).

The PC held a Public Hearing on May 12, 2026, during which the Subject Property owner provided context for seeking IPP designation status for the Subject Property. Following discussion, the PC voted to recommend approval. For a detailed review of the proposed ZTA, including a comprehensive analysis of review criteria, please refer to the City Staff Report prepared for the May 12, 2026, Public Hearing. ([Link](#))

To review the discussion in its entirety, please refer to the recorded Public Hearing ([Link](#)).

Link to BAR archive re: 801 West Street: [BAR Archive File](#)

Financial Impact

None.

Recommendation

City Staff recommends City Council adopt the attached Ordinance approving the ZTA amending the City's designated IPPs as presented.

Recommended Motion (if Applicable)

"I make a Motion to adopt the attached Ordinance approving the ZTA amending the City's designated IPPs as presented."

Attachments

1. 801 West St IPP ORDINANCE_ZTA (6-16-2026)

ORDINANCE #O-__-__

ORDINANCE AMENDING AND REENACTING CHAPTER 34 (DEVELOPMENT CODE) OF THE CODE OF THE CITY OF CHARLOTTESVILLE, VIRGINIA, TO DESIGNATE 801 WEST STREET (TMP 310042000) AS AN INDIVIDUALLY PROTECTED PROPERTY

WHEREAS, upon City Staff’s recommendation, the Planning Commission (“PC”) on December 9, 2025, initiated a Zoning Text Amendment (“ZTA”) prompting the necessary review to amend Section 34-2.9.3.B (Development Code) of the Code of the City of Charlottesville, Virginia (“City Code”), to designate TMP 310042000, located at 801 West Street an Individually Protected Property (“IPP”); and

WHEREAS, on January 21, 2026, the Board of Architectural Review (“BAR”) recommended approval of the proposed ZTA to Chapter 34 of the City Code; and

WHEREAS, on May 12, 2026, the PC held a Public Hearing on the proposed ZTA, after Notice was given to the public and adjacent property owners as required by law, and, at the conclusion of the Public Hearing, the PC recommended approval of the proposed ZTA to Chapter 34 of the City Code; and

WHEREAS, on July 20, 2026, the Council of the City of Charlottesville, Virginia (“City Council”), held a Public Hearing on the proposed ZTA, after Notice was given to the public and adjacent property owners as required by law; and

WHEREAS, after consideration of the Public Hearing, the BAR’s recommendation, the PC’s recommendation, and City Staff’s recommendation, City Council believes that the proposed ZTA, is carefully designed to give reasonable consideration to the purposes listed in Virginia Code § 15.2-2283.

NOW THEREFORE, BE IT FORMALLY ORDAINED, that City Council hereby finds and determines that: (i) the public necessity, convenience, general welfare, and good zoning practice require the proposed ZTA; and (ii) the proposed ZTA is consistent with the City’s Comprehensive Plan; and

BE IT FINALLY ORDAINED, by City Council that Chapter 34 of the City Code is hereby amended and re-enacted as follows, effective on August 17, 2026.

- **Amend City Code Section 34-2.9.3.B. - Established Individually Protected Properties:**

Following is a list of landmarks, buildings and structures outside the City’s ADC Districts, which are deemed by City Council to be of special historic, cultural, or architectural value.

Street Number	Street Name	Tax Map Number	Parcel Number
[...]			
<u>801</u>	<u>West Street</u>	<u>Tax Map 31</u>	<u>Parcel Number 42</u>

	<u>Aye</u>	<u>No</u>
Oschrin	_____	_____
Fleisher	_____	_____
Payne	_____	_____
Snook	_____	_____
Wade	_____	_____

Approved by Council
August 17, 2026

Kyna Thomas, MMC
Clerk of Council

Policy Briefing Summary

City Council



Regarding:	Ordinance: 801 West Street: Zoning Map Amendment (PI-26-0042), Designation of Individually Protected Property (2nd reading)
Staff Contact(s):	Jeffrey Werner, Historic Preservation and Design Planner, Kate Richardson, Assistant Historic Preservation & Design Planner, Missy Creasy, Deputy Director of NDS, Matthew Alfele, City Planner
Presenter:	Kate Richardson, Assistant Historic Preservation & Design Planner
Date of Proposed Action:	August 3, 2026

Issue

A Zoning Map Amendment ("ZMA") has been proposed for property located at 801 West Street, Charlottesville, Virginia, TMP # 310042000 ("Subject Property"), pursuant to Charlottesville City Code Section 34-5.2.5.

On July 25, 2025, the Subject Property owner requested City Staff initiate the ZMA process to designate the Subject Property (an existing house at 801 West Street) as an Individually Protected Property ("IPP"). The proposed IPP designation will overlay an approximately 0.3-acre parcel, located at the NW corner of West Street and 8th Street, NW, within the 10th and Page neighborhood.

Background / Rule

On December 9, 2025, the PC approved by Motion to initiate the necessary review to amend the City Zoning Map to identify this parcel as having an IPP overlay. Designation of an IPP follows the process for an amendment to the City's Zoning Ordinance and Zoning Map, including a Public Hearing following proper Notice.

Per City Code Section 34-5.2.5.B.1.a., a ZTA may be initiated by City Council or the PC. The City's designated IPPs are specifically identified and listed in City Code Section 34-2.9.3.B, therefore requiring the ZTA be completed in tandem with the ZMA.

If adopted, the attached proposed Ordinance will amend the Zoning Map to designate this parcel as an IPP, with the two (2)-story framed dwelling being listed as a contributing structure within the GIS feature class.

Analysis

On the Subject Property, the proposed contributing structure is a two (2)-story, framed dwelling, clad in stucco. The dwelling is characterized by a hipped roof with pedimented gables, a wood-railed widow's walk in the center, with an attached single-story, rear addition.

In 1905, James Patterson constructed the dwelling for his family. The Patterson family sold the property in 1944, during WWII, to James Fleming, a fireman with the railroad, and his wife Maude Fleming, a prominent local teacher at the Jefferson School for forty (40) years. The Subject Property remains in the family to this day. (The NE corner of the 10th and Page neighborhood was initially segregated. Between 1930 and 1950, it transitioned to predominantly Black residents, including the Flemings.) Richard Hunt, the current owner, is the grandson of Maude and James Fleming, and a descendant of Henry Martin (1826-1915), the bell ringer at the University of Virginia from c.1868 until 1909.

In June 2020, on behalf of the City, the 106 Group completed a Reconnaissance Architectural History Survey of 438 properties within the 10th and Page neighborhood. As a result, the Virginia Department of Historic Resources State Review Board recommended the approximately fifty (50)-acre *Tenth and Page Historic District* be eligible for listing on the Virginia Landmarks Register and the National Register of Historic Places ("NRHP"). Within that review, the Subject Property was assessed as retaining excellent integrity of both location and setting. In the areas of design, materials, and workmanship, the dwelling was assessed as retaining good integrity and therefore recommended as potentially individually eligible for listing in the NRHP under criterion "A," as one (1) of the oldest extant houses within the (also eligible) 10th and Page neighborhood. (link to the 2020 survey: [Survey of 10th and Page Neighborhood 2020](#)).

After consideration of the Standards of Review for IPP Designations (City Code Section 34-2.9.3.C), the City's Board of Architectural Review ("BAR") approved a Motion recommending the ZMA to City Council on January 21, 2026 ([link to BAR motion and case archive](#)).

The PC held a Public Hearing on May 12, 2026, during which the Property Owner provided context for seeking IPP designation status for the Subject Property. Following discussion, the PC voted to recommend approval. For a detailed review of the proposed ZMA, including a comprehensive analysis of review criteria, please refer to the City Staff Report prepared for the May 12, 2026, Public Hearing. ([Link](#))

To review the discussion in its entirety, please refer to the recorded Public Hearing ([Link](#)).

Link to BAR archive re: 801 West Street: [BAR Archive File](#)

Financial Impact

None.

Recommendation

City Staff recommends City Council adopt the attached Ordinance approving the ZMA as presented.

Recommended Motion (if Applicable)

"I make a Motion to adopt the attached Ordinance approving the ZMA as presented."

Attachments

1. 801 West St IPP ORDINANCE_ZMA (6-16-2026)

ORDINANCE #O-__-__

**ORDINANCE AMENDING AND REENACTING THE ZONING MAP INCORPORATED
WITHIN CHAPTER 34 OF THE CODE OF DEVELOPMENT OF THE CITY OF
CHARLOTTESVILLE, VIRGINIA, TO DESIGNATE 801 WEST STREET (TMP
310042000) AS AN INDIVIDUALLY PROTECTED PROPERTY**

WHEREAS, upon City Staff’s recommendation, the Planning Commission (“PC”) on December 9, 2025, initiated a Zoning Map Amendment (“ZMA”) prompting the necessary review to amend the Section 34-2.9.3.B of the Code of Development of the City of Charlottesville, Virginia (“City Code”), to designate TMP 310042000, located at 801 West Street as an Individually Protected Property (“IPP”); and

WHEREAS, on January 21, 2026, the Board of Architectural Review (“BAR”) recommended approval of the proposed ZMA incorporated within Chapter 34 of the City Code; and

WHEREAS, on May 12, 2026, the PC held a Public Hearing on the proposed ZMA, after Notice was given to the public and adjacent property owners as required by law, and, at the conclusion of the Public Hearing, the PC recommended approval of the proposed ZMA incorporated within Chapter 34 of the City Code; and

WHEREAS, on July 20, 2026, the Council of the City of Charlottesville, Virginia (“City Council”), held a Public Hearing on the proposed ZMA, after Notice was given to the public and adjacent property owners as required by law; and

WHEREAS, after consideration of the Public Hearing, the BAR’s recommendation, the PC’s recommendation, and City Staff’s recommendation, City Council believes that the proposed ZMA, is carefully designed to give reasonable consideration to the purposes listed in § 15.2-2283 of the Code of Virginia (1950), as amended.

NOW THEREFORE, BE IT FORMALLY ORDAINED, that City Council hereby finds and determines that: (i) the public necessity, convenience, general welfare, and good zoning practice require the Proposed ZMA; and (ii) the proposed ZMA is consistent with the City’s Comprehensive Plan; and

BE IT FINALLY ORDAINED, by City Council that Chapter 34 of the City Code is hereby amended and re-enacted as follows, effective on August 17, 2026:

- **City Code Section 34-2.9.3.B:** Amend the City’s Zoning Map to designate TMP 310042000 as an IPP, with the two (2)-story framed dwelling being listed as a contributing structure within the *GIS feature class*.

	<u>Aye</u>	<u>No</u>
Oschrin	___	___
Fleisher	___	___
Payne	___	___

Approved by Council
August 17, 2026

Snook
Wade

Kyna Thomas, MMC
Clerk of Council

Policy Briefing Summary

City Council



Regarding:	Resolution to Authorize \$204,017 in additional funds for the Albemarle Charlottesville Regional Jail (1 of 2 readings)
Staff Contact(s):	Samuel Roman, Assistant City Manager, Krisy Hammill, Director of Budget
Presenter:	Krisy Hammill, Director of Budget
Date of Proposed Action:	August 3, 2026

Issue

The City's FY 2027 budget allocates \$5,011,040 for the City's share of ACRJ costs, but the final required amount is \$5,215,057. An amendment of \$204,017 is needed to cover the shortfall.

Background / Rule

The City's FY 2027 budget included a figure for ACRJ that was derived from an initial estimate that had previously been shared with the ACRJ board, not from ACRJ's final approved budget. This discrepancy became apparent when the City received an invoice from ACRJ in July.

Analysis

The original budget estimate from ACRJ reflected revised member cost share percentages using the 5-year census for each jurisdictional share but not the final line-item budgetary changes for FY 2027. ACRJ's total budget for FY 2027 totals \$19,678,000, which represents an increase of \$542,000 or 7% over the FY 2026 budget. Member funding for operations increased \$507,000 or 4.8% when compared to FY 2026. The City of Charlottesville's cost share is 40.24% of the \$507,000 increase, which totals the amount of the requested amendment of \$204,017.

Financial Impact

The additional \$204,017 in funding needed to cover the City's cost share of ACRJ operations for FY 2027 will be covered using previously appropriated funds in the City's Citywide Reserve account.

Recommendation

Staff recommends approval of the resolution to amend the budget.

Recommended Motion (if Applicable)

Attachments

1. Resolution to Amend FY 2027 Budget for ACRJ



RESOLUTION #R-__-__

Authorizing \$204,017 in additional funds for the Albemarle Charlottesville Regional Jail (ACRJ)

WHEREAS, the City of Charlottesville is a jurisdictional member of the ACRJ and as a member shares in the costs of the operations of the jail; and

WHEREAS, the City of Charlottesville's FY 2027 Adopted Budget did not appropriate the City's full cost share for FY 2027;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, funds the additional \$204,017 in additional funds needed to fulfill the City's share of the costs, is hereby appropriated as follows:

Transfer From:

\$ 204,017 Fund: 105 Cost Center: 1631001000 G/L Account: 599999

Transfer To:

\$ 204,017 Fund: 105 Cost Center: 9713001000 G/L Account: 599999

Date Adopted:

Certified: _____
Clerk of Council

Policy Briefing Summary

City Council



Regarding:	Resolution to appropriate Albemarle County Human Services funding to the Department of Human Services for the Community Attention Youth Internship Program for \$63,000 (1 of 2 readings)
Staff Contact(s):	Reginald Allen, Human Services Planner
Presenter:	Misty Graves, Director of Human Services
Date of Proposed Action:	August 3, 2026

Issue

The Community Attention Youth Internship Program (CAYIP) was established to address the lack of meaningful employment opportunities and career exposure for youth, particularly those facing barriers to success. By providing paid internships, workplace readiness training, and career exploration, the program helps youth develop the skills, confidence, and experience needed to achieve long-term educational and employment success.

Background / Rule

Established in 2007, the Community Attention Youth Internship Program (CAYIP) was created to provide youth with meaningful employment opportunities, promote positive youth development, and reduce barriers to long-term educational and career success. The program equips young people with hands-on work experience, workplace readiness skills, and exposure to career pathways while fostering responsibility, confidence, and self-sufficiency.

Since its inception, CAYIP has built strong partnerships throughout the community by collaborating with local schools, youth-serving organizations, local Departments of Social Services, the 16th District Court Services Unit, and Region Ten. These partnerships play a vital role in recruiting participants by promoting application opportunities, sharing important deadlines, and hosting informational sessions. CAYIP is committed to ensuring each internship cohort reflects the diversity of the community it serves.

After submitting an application, youth participate in an interview process. Those selected are intentionally matched with internship sites based on their career interests, strengths, and skills. This thoughtful placement process helps ensure participants gain meaningful hands-on work experience while exploring career pathways that align with their goals and aspirations, ultimately preparing them for future education and employment opportunities.

The Community Attention Youth Internship Program (CAYIP) provides youth ages 14–21 with meaningful internship opportunities that offer valuable hands-on work experience. Internship sessions are available during both the school year and the summer. Participants earn a performance-based stipend of \$15.00 per hour while developing workplace readiness skills, exploring career pathways, and identifying their strengths and interests. Through these experiences, youth build the knowledge, confidence, and professional skills needed to support long-term educational and career success.

Analysis

With the County's child poverty rate estimated to range between 7% and 12%, expanding access to paid internship opportunities can provide meaningful support to economically disadvantaged households.

Through earning the performance-based stipend as well as completing financial literacy courses, CAYIP

creates opportunities for long-term economic well-being. CAYIP addresses families in economically challenging situations who may struggle with budgeting, saving, and planning for future expenses. Participants in CAYIP learn how to create and maintain a budget that accurately reflects their income and expenses. This training helps them avoid financial shortfalls and prepares them for emergencies.

The funding will enable Community Based to serve 21 Albemarle County youth by providing them with access to the Community Attention Youth Internship Program (CAYIP).

Financial Impact

The requested funds will provide Albemarle County youth with access to participate in the Community Attention Youth Internship Program (CAYIP), promoting financial stability and economic empowerment.

Recommendation

Staff recommends approval and appropriation of funds.

Recommended Motion (if Applicable)

Staff recommends a motion to adopt the resolution as written.

Attachments

1. FY27 DHS Albemarle County Funding

RESOLUTION APPROPRIATING FUNDS

County of Albemarle, General Funds for Charlottesville Youth Internship Program in the amount of \$63,000

WHEREAS, The City of Charlottesville, through the Department of Human Services has received funding to support the Charlottesville Albemarle Youth Internship Program (CAYIP) from the County of Albemarle in the amount of \$63,000;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the sum of \$63,000 is hereby appropriated in the following manner:

Revenues

\$63,000 Fund: 213 CC: 3413003000 G/L: 432030

Expenditures

\$63,000 Fund: 213 IO: 3413003000 G/L: 530450

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon receipt of \$63,000 in funds from the County of Albemarle.

Policy Briefing Summary

City Council



Regarding:	Resolution to appropriate additional \$45,330.18 from the Virginia Department of Housing and Community Development, Housing Opportunities for Persons with AIDS/HIV grant 25-HOPWA-303 (1 of 2 readings)
Staff Contact(s):	Taylor Harvey-Ryan, Grants Program Manager
Presenter:	Taylor Harvey-Ryan, Grants Program Manager
Date of Proposed Action:	August 3, 2026

Issue

The City of Charlottesville has been awarded an additional 45,330.18 in HOPWA grant funds from the Virginia Department of Housing and Development and extended the period of performance through September 30, 2026 to allow for spending these additional funds.

Background / Rule

The Office of Budget and Grants Management, in coordination with the Blue Ridge Area Coalition on Homelessness (BRACH), has received an additional 45,330.18 in HOPWA funds applied from the Virginia Department of Housing and Community Development. These additional funds will bring the total award for the grant to 437,912.18 to be spent by September 30, 2026.

Analysis

The City of Charlottesville has staff from Human Services and the Office of Budget and Grants Management serving on the BRACH Board. H.O.P.W.A., is an important resource in our community's efforts to end homelessness. The grant provides services in four key areas in addition to Administration:

1. Tenant-Based Rental Assistance (T.B.R.A.): The Blue Ridge Health Department (B.R.H.D.) partners with The Haven to provide T.B.R.A. to eligible participants. The B.R.H.D. screens participants for eligibility and inspects the proposed property to ensure that it meets H.U.D. requirements. Upon successful screening, The Haven contacts the landlord to arrange monthly rent payment, similar to rapid re-housing.
2. Short-term Rental, Mortgage and Utility Assistance: B.R.H.D. screens eligible participants for short-term assistance including emergency utility payments to avoid shut off.
3. Supportive Services: B.R.H.D. provides supportive services including crisis intervention, case management and service referrals.
4. Homeless Management Information System(H.M.I.S.): The City of Charlottesville as the award recipient will ensure that H.M.I.S. data is complete through an agreement with B.R.A.C.H. to have the Executive Director ensure data quality. Our Continuum of Care (C.O.C.) has a well-populated database for individuals experiencing homelessness. HMIS collaboration provides real-time monitoring of the needs and progress of individuals and households facing homelessness. Collaborative use of H.M.I.S. among B.R.A.C.H. C.o.C. Service Providers expedites communication and reduces the need to interface disparate documentation systems.
5. Administration: The City of Charlottesville as the award recipient, is eligible for an administrative fee up to seven (7) percent of the total award. Staff proposes that we pass these dollars through to B.R.A.C.H, B.R.H.D. and The Haven to support the supervision of assigned staff.
- 6.

This grant advances the City of Charlottesville's City Council Strategic Plan Framework "to be a place where everyone thrives". More specifically, this grant advances the strategic outcome area, Housing, which indicates "Charlottesville defines access to liveable housing as a human right and works to ensure housing choices and mobility are provided for all who seek it through the implementation of the Affordable Housing Plan". The HOPWA funds provided by the Virginia Department of Housing and Community Development provides access to housing supports and services to assist individuals with HIV/AIDS with maintaining housing.

Financial Impact

There is no budgetary impact to the City of Charlottesville as this grant is entirely federal pass-through funds and no local match is required. All funds will be distributed to sub-recipients for service provision.

Recommendation

Staff recommends the acceptance of the additional FY25 HOPWA grant award and approval of the resolution to appropriate the HOPWA funds.

Recommended Motion (if Applicable)

I move to approve the resolution as presented to appropriate the FY2025 HOPWA grant funds in the amount of \$45,330.18.

Attachments

1. 25HW303 Additional Funding Resolution
2. 25HW_303 Grant Amendment for additional funds
3. 25HW_303 Grant Amendment to Extend Period of Performance

RESOLUTION APPROPRIATING FUNDS
Housing Opportunities for Persons with AIDS/HIV (HOPWA) Grant
additional \$45,330.18

WHEREAS, The City of Charlottesville, through the Office of Budget and Grants Management, has received the H.O.P.W.A. grant from the Virginia Department of Housing and Community Development in the amount of \$45,330.18;

WHEREAS, the City of Charlottesville serves as the fiscal agent for this grant program; and

WHEREAS, the grant award covers the period July 1, 2024 through September 30, 2026.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of 45,330.18 us hereby appropriated in the following manner:

Revenues

\$45,330.18 Fund: 209 Internal Order: 1900614 G/L Account: 430120

Expenditures

\$45,330.18 Fund: 209 Internal Order: 1900614 G/L Account: 530550

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$45,330.18 from the Virginia Department of Housing and Community Development.

AMENDMENT
to
GRANT AGREEMENT
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM
July 01, 2024 to September 30, 2026

Version 4

25-HW-303

This Amendment documents the Increase of funds as indicated below.

Original Award	Increase of Funding	Amended Award
\$392,582	\$45,330.18	\$437,912.18

All of the terms and conditions of the original Housing Opportunities For Persons With AIDS Program agreement made between the **Virginia Department of Housing and Community Development** and **City of Charlottesville** are applicable.

Virginia Department of Housing and Community Development

Sandra Powell, Deputy Director

Date

City of Charlottesville

Signature

Printed Name

Title

Date

AMENDMENT
to
GRANT AGREEMENT
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM
July 01, 2024 to June 30, 2026

VERSION 3

25-HW-303

This Amendment changes the end date of the original Housing Opportunities For Persons With AIDS Program agreement in the amount of \$392,582.00 from **June 30, 2026 to September 30, 2026**.

All of the terms and conditions of the original grant agreement made between the **Virginia Department of Housing and Community Development** and **City of Charlottesville** are applicable.

Virginia Department of Housing and Community Development

Sandra Powell, Senior Deputy Director

Date

City of Charlottesville

Signature

Printed Name

Title

Date

Policy Briefing Summary

City Council



Regarding:	Resolution for Compromise of Claim: Water and Wastewater Leak Credit for \$13,074.68 for CRHA.
Staff Contact(s):	Chris Cullinan, Director of Finance
Presenter:	Chris Cullinan, Director of Finance
Date of Proposed Action:	August 3, 2026

Issue

Utility Customer CRHA experienced significant leaks at their property at 801 Harris Street. The leaks were repaired and consumption has returned to normal levels. Per the City's leak credit procedures, the customer requested a credit to their water and wastewater accounts for this location.

Background / Rule

The amount of the credit is greater than \$10,000. City Code section 11-132(4) requires City Council authorization.

Analysis

Utility billing staff have calculated the water and wastewater credit to total \$13,074.68

Financial Impact

The compromise of claim is a \$13,074.68 reduction in revenues to the Water and Wastewater Funds.

Recommendation

Approval.

Recommended Motion (if Applicable)

I move that the Resolution pass and the Director of Finance is authorized to apply a credit of \$13,074.68 to water and wastewater accounts for CRHA for their 801 Harris St. property.

Attachments

1. 8.3.26 Resolution Water and Wastewater CRHA



RESOLUTION #R-__-__

**Approval of a Compromise of Claim in the Form of a Leak Credit of
\$13,074.68 for Water and Wastewater Charges to the Utility Account of
“CRHA”**

WHEREAS, the Director of Finance, City Attorney, and City Manager concur that circumstances associated with a leak at 801 Harris St. warrant a credit in the amount of \$13,074.68 for water and wastewater charges, in accordance with City Code Sec. 11-132(4), City Council has the authority to grant such a compromise of claim;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the Director of Finance is hereby authorized to apply a credit of \$13,074.68 to the utility account of “CRHA”.

Date Introduced:

Date Adopted:

Certified: _____
Clerk of Council



City Manager's Report

City Departments

8-3-2026

City Manager – Sam Sanders (he/him)

- The Bypass Fire Station has achieved LEED Gold certification, making it the 8th building in the City of Charlottesville asset inventory. Congratulations to the Public Works Capital Division and everyone involved in this achievement in support of climate action.
- July 21
 - Met with Salvation Army Leadership to discuss the \$7M grant from the State for homeless services. The discussion included an update on their project and capital campaign timeline.
- July 22
 - Met with HR Director Joe Gilkerson to review some proposed professional development training for directors, managers, and supervisors.
 - Joined Vice Mayor Oschrein and City Attorney Maddux for an engagement with Community Attention Youth Internship Program (CAYIP) Interns serving with the City government this period.
 - Attended a Finance Work Group discussion reviewing the sales tax referendum for the schools' construction and how to prepare for public consumption of the details.
- July 23
 - Attended the Grand Opening of the Rivanna Water and Sewer Authority (RWSA) Baling Facility for recycled materials at the Ivy Solid Waste and Recycling Center. We got to watch a mound of cardboard converted into a single bale. It felt very much like watching an episode of How It's Made.
- July 24
 - Attended multiple meetings with community stakeholders that show the interest people have in aligning with the local government, partnering with the City, and adding opportunities to strengthen the economic profile of Charlottesville

Utilities – Director Jason McIlwee (he/him)

- Capital Improvement Program (CIP) Projects
 - The Department of Utilities continues to enhance the operability and extend the lifespan of its infrastructure with upgrades performed through the CIP. These CIP projects are planned, strategically implemented, and prioritized based on a set of criteria created by Utilities. Occurring Citywide on an ongoing basis, CIP work helps the department continue to provide safe, reliable, and efficient utility services for the entire Charlottesville community.
 - Currently, a CIP project is underway along a section of Barracks Road to install new water mains that will ensure efficient fire flow in the area, and Phase One of the West Main Street Utilities Replacement Project has

started replacing the City's last remaining section of aging natural gas infrastructure with new corrosion-resistant pipe. Upcoming CIP projects will include Phase Two of the Locust Avenue Water Line Replacement Project, and water line replacement along High Street. These projects will continue to bring the aging water system in the area up to current industry standards.

- To learn more about these and other CIP projects, and stay informed about timely updates, please visit www.charlottesville.gov/utilitiescip.
- Drought Watch
 - Despite the recent rainfall we have experienced, the precipitation has remained very localized to isolated parts of our area and has not significantly contributed to reservoir levels. Unfortunately, this lack of overall precipitation continues to push us closer to mandatory water restrictions. The City's Department of Utilities, in conjunction with the RWSA and the Albemarle County Service Authority, have declared an official "Drought Watch" and request voluntary water use restrictions from public water system customers in Albemarle and Charlottesville. The Department of Utilities wants to remind the community that voluntarily conserving water may help our area avoid mandatory water restrictions if drought conditions persist or intensify. If drought conditions reach the warning level, mandatory water restrictions will be put in place and enforced with fines for violations.
 - Below are steps you can take to conserve water:
 - Reduce lawn and garden water schedules to alternating days, only watering between dusk and dawn.
 - Turn off ornamental fountains.
 - Limit washing of vehicles and paved surfaces unless addressing public health and safety.
 - Limit filling of swimming pools.
 - For more information on drought conditions and restrictions, please visit www.charlottesville.gov/drought.

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

- Thank you to all our Parks & Recreation staff for making Parks & Recreation Month a great success! Your dedication, teamwork, and commitment to serving our community are what make our department exceptional. We take great pride in providing beautiful parks, well-maintained facilities, and high-quality recreation programs that enhance the quality of life for everyone in Charlottesville. Every day, your hard work creates safe, welcoming spaces where residents and visitors can play, connect, and thrive. Thank you for all that you do. Your service makes a lasting difference, and I am proud to be part of such an outstanding team.

- The Riverview Park Restroom Ribbon Cutting was on July 28. This new, long-awaited modular restroom provides an important amenity for park visitors and the many walkers, runners, and cyclists who enjoy the adjacent Rivanna Trail. The new facility enhances accessibility, convenience, comfort, and the overall visitor experience while supporting one of Charlottesville's most popular outdoor recreation destinations.
- We had a great turnout for our first Sounds of Summer which took place on July 11 in Tonsler Park. Attendees enjoyed the 110 Proof GoGo Band and food from Shawarma King and Carrie's Soul Food.
 - The second Splash Sundays event was held on July 26, at Washington Park Pool and featured free swimming, music from DJ Double U, inflatables, delicious eats from Carrie's Soul Food, popsicles from La Flor Michoacana, and photos with a special mermaid guest.
 - Next month's Sounds of Summer includes the Better Together Back 2 School Bash. It will take place on August 9 from 12:30-3:30 PM at Forest Hills Park.
- Meadowcreek Golf Course hosted 68 golfers for the City Amateur Championship on June 27-28. The annual two-day event brings golfers from the area and around the state to compete and earn points towards their professional status.
- Parks & Recreation has added Renew Active® as part of its insurance-based memberships to Carver Recreation Center and Smith Aquatic & Fitness Center. Renew Active® is a fitness program for body and mind. It's available exclusively from UnitedHealthcare® Medicare plans at no additional cost. For more information and to check your eligibility, visit: <https://www.charlottesville.gov/404/Fitness-and-Wellness>
- Senior Programs began the month by hosting a successful Nature Arts Camp which featured educational field trips throughout Charlottesville each day. Participants had the opportunity to engage with various City departments, explore local natural resources, create nature-inspired crafts, and build meaningful connections with their peers through shared experiences.
- Interest in senior wellness programming continues to grow, particularly in Tai Chi, resulting in the addition of a second class beginning in July to accommodate increased demand.
- Our Pickleball ladder league is going strong with 30 players in the beginner group and 10 players in the advanced group.
- The annual sanding of the Downtown Mall has been completed. Mall staff hand-swept the 182,000+ sq. ft. of pavers with push brooms, placing sand in the voided jointing.

Public Works – Director Steven Hicks (he/him)

- **Huntley Avenue Improvements**
 - Public Works' concrete crew is scheduled to complete the remaining ADA curb ramp work from August 3 through August 14. Where tree roots have affected sidewalks, asphalt repairs will provide a smooth walking surface while helping preserve existing trees. Paving is tentatively scheduled for August 17 through August 21. Because much of Huntley Avenue remains in good condition, resurfacing will be limited to areas where recent improvements created elevation differences between the gutter pan and roadway. The section near Morgan Court that will connect to the Route 240 development will be paved after development construction is complete to avoid damage from construction traffic. Weather permitting, all remaining work is expected to be completed by September.
- **Stribling Avenue Project**
 - Public Works has received the City Manager's approval to resume right-of-way acquisition for the Stribling Avenue project. Public Works is also reevaluating the section beyond Huntley Avenue to identify a simpler, lower-cost approach that reduces impacts to nearby properties while improving pedestrian safety. The alternative being considered would use targeted sidewalk improvements, existing roadway space, one-way traffic in selected areas, new striping, traffic-calming measures, and focused intersection improvements instead of constructing a continuous sidewalk along the entire corridor.
- **Elliott Avenue and Rialto Street Intersection Improvements**
 - Public Works has scheduled safety improvements at the Elliott Avenue and Rialto Street intersection. The work will narrow the intersection through curb extensions, add ADA-compliant curb ramps, and install high-visibility crosswalk signage and pavement markings. Weather permitting, the improvements are expected to be completed by the end of the month.
- **Summit Elementary School Traffic and Safety Improvements**
 - The City has worked closely with Summit Elementary School and the surrounding community to identify practical improvements that reduce safety concerns, improve traffic flow, and support school arrival and dismissal operations. Previously approved flexible delineators between the bicycle lane and travel lane will be replaced with enhanced pavement markings. A 50-foot section of the bicycle lane beginning at the school driveway will be painted green, and additional bicycle-lane markings will be installed throughout the corridor. These improvements are intended to make the bicycle lane more visible and discourage vehicles from blocking it. If concerns continue after the school year begins, the remaining bicycle lane between the school driveway and Meridian Avenue may also be painted green. Additional improvements include flexible posts within the

buffer between the loading lane and travel lane and “Do Not Block the Box” pavement markings at the school driveway entrance.

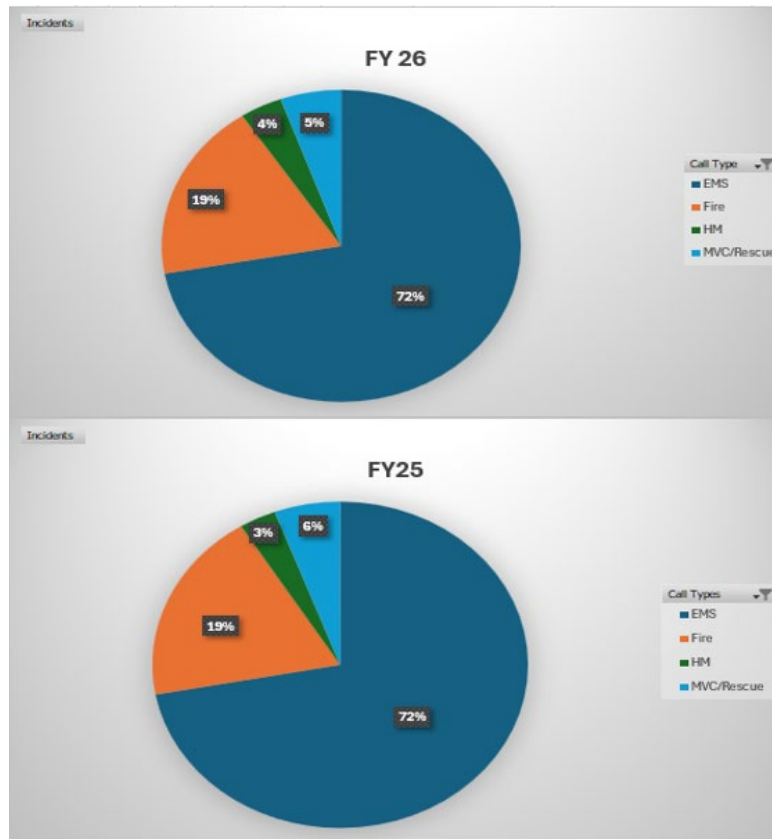
- Jonathan Dean, Public Service Division Manager
 - Congratulations to Jonathan Dean, who has accepted the position of Deputy Public Works Director for the City of Harrisonburg. Jonathan’s calm and professional approach to working with employees, along with his exceptional leadership, has made a lasting impact on Public Works. During his time as Public Service Division Manager, Jonathan was instrumental in developing the City’s first comprehensive Snow and Ice Plan. He was also a driving force behind the department’s asset management efforts and the full implementation of the Pavement Management System and Pavement Condition Index. This work gives the City a consistent, data-driven approach to prioritizing paving, maintaining streets, and preventing further deterioration of the roadway network. Jonathan will be greatly missed, and we wish him continued success in his new leadership role.
- Acting Public Service Division Manager (Mike Crowley)
 - Effective August 3, Mike Crowley will serve as Acting Public Service Division Manager while the City recruits for a permanent replacement.

Charlottesville Fire Department (CFD) – Chief Michael Thomas (he/him)

- CFD conducted annual physicals on all department members.
- CFD has begun hydrant inspections.
- This year’s Girls’ Fire Camp was a success.
- CFD’s new fire engine has arrived, and staff are currently working to place it in service.
- Community Risk Reduction
 - The Fire Marshal's Office continued proactive community engagement through education, inspections, and outreach initiatives.
 - Conducted community outreach at the Free Bridge encampment and held fire safety discussions regarding:
 - Safe open fire practices
 - Propane cylinder safety
 - Heat-related illness prevention during periods of extreme temperatures
 - Participated in the Charlottesville City Market providing fire safety education.
 - Participated in the Franks Ix Park Festival.
 - Assisted with the Orange County Youth Academy Program.
 - Assisted with CFD CAMP Inspire.

Activity	Total
Inspections	70
Violations	147
Permits	18
Plans Review	90
Summons Issued	0

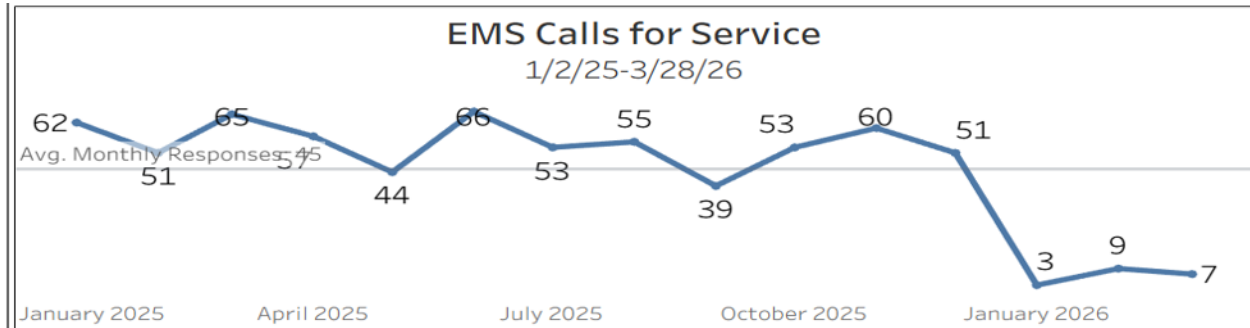
Key Operations Metrics:



- At the end of the fiscal year, there were no major variations in call type as compared to last fiscal year. Call volume has remained steady. There was an uptick in rescues due to the February snowstorm. As noted in previous reports, overall opiate overdose numbers are on the decline.

Unhoused EMS Patients

- Our records show that since January 2026, CFD & CARS have responded to fewer unhoused patients. With the significant drop in these numbers coinciding with the new records management system, there will need to be some investigation into these findings.



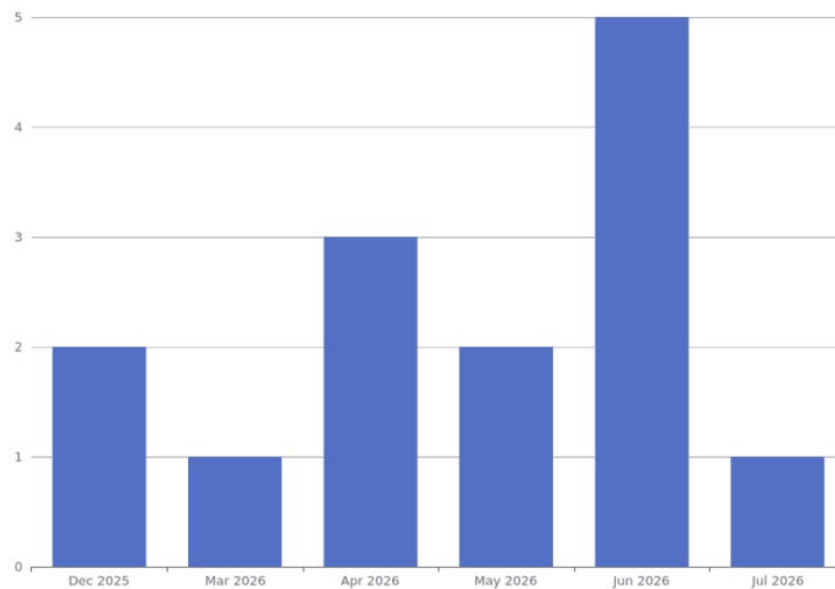
Opioid Overdoses



City of Charlottesville Fire Department
Address: 2420 Fontaine Avenue Extension, Charlottesville, VA, USA
Charlottesville, VA, 22903



Opiate Infographic



CREATED AT	OVERDOSE INCIDENTS
Dec 2025	2
Mar 2026	1
Apr 2026	3
May 2026	2
Jun 2026	5
Jul 2026	1
Total	14

- Opioid overdoses in the City increased in the summer of 2026 but have not reached the levels of historical trends. CFD and CARS have run below an average of less than three overdoses monthly in 2026, a decrease from 2025's average of six overdoses monthly. There was a slight uptick in overdose incidents in June.

Policy Briefing Summary

City Council



Regarding:	Public Hearing and Resolution for Approving a Lease of City-Owned Property located at 708 Page Street and a portion of City-Owned Property located at 210 8th Street NW to City of Promise, Inc.
Staff Contact(s):	Brenda Kelley, Downtown Strategy Manager, Misty Graves, Director of Human Services
Presenter:	Brenda Kelley, Downtown Strategy Manager, Misty Graves, Director of Human Services
Date of Proposed Action:	August 3, 2026

Issue

Since approximately 2014, City of Promise, Inc. ("CoP"), has occupied and used a City-owned building and City-owned property located at 708 Page Street and 210 8th NW. There has never been a formal lease in place for the use of the property.

Background / Rule

CoP, a nonprofit organization, uses 708 Page Street as an office and meeting space. CoP's stated purpose is to ensure that children in the City have the opportunity to reach their promise.

The initiative was launched in 2010 as part of the City's Dialogue on Race to address the achievement gap and support families in breaking the cycle of poverty. CoP implements a cradle-to-career pathway for children and aims to connect early education with long-term workforce readiness. In addition to providing direct services to youth and families, CoP also maintains community partnerships with nonprofits, schools, and local organizations to build collective impact.

City Staff provides the following information relative to this Lease Agreement, attached, approval request:

- Building Space (approximate square footage): 1,728
- Assessed Value: \$612,600.00
- Current Lease Rate: \$0
- Proposed Annual Lease Rate: Year One \$1.00
- Proposed Annual Lease Rate: Year Two \$4,272.00
- Comparable Fair Market Rent Value: \$25,792.00
- In-Kind Donation Value (Year One): \$25,791.00

The general terms of the Lease Agreement are:

- Lease Period: 1 year
- Renewal Option: up to three additional one-year terms
- Lease Rate Adjustment: 3% automatic annual increase following Year Two
- Security Deposit: \$4,000.00
- Tenant Responsibilities: Grounds maintenance; janitorial services; cost of utilities (following first year), insurance; Tenant accepts Premises "as-is"
- City Responsibilities: Maintenance of structural elements and systems; maintenance of the exterior of the premises

More information about CoP can be found at: <https://www.cityofpromise.org/>

Analysis

City Council may enter into agreements for the use of City property. Prior to leasing the City-owned property, a Public Hearing is legally required pursuant to Virginia Code Section 15.2-1800(B).

Financial Impact

None.

Recommendation

Following conducting the legally required Public Hearing, City Staff recommends City Council adopt the attached Resolution authorizing execution of the attached Lease Agreement with CoP.

Recommended Motion (if Applicable)

"I make a Motion to adopt the attached Resolution authorizing the execution of the attached Lease Agreement with CoP, for the use of City-owned property located at 708 Page Street and a portion of City-owned property located at 210 8th Street NW."

Attachments

1. Resolution City of Promise Aug2026
2. City of Promise Lease Aug2026



RESOLUTION #R-__-__

AUTHORIZING THE EXECUTION OF A NEW LEASE AGREEMENT FOR CITY-OWNED PROPERTY LOCATED AT 708 PAGE STREET AND A PORTION OF PROPERTY LOCATED AT 210 8TH STREET NW TO CITY OF PROMISE INC. ("COP")

WHEREAS, COP desires to lease a certain City-owned property for a term of one (1) year, and with option for renewal of additional terms, and the Council of the City of Charlottesville, Virginia ("City Council"), has considered the terms of the proposed new Lease Agreement, and has conducted a public hearing in accordance with the requirements of Virginia Code § 15.2-1800(B).

NOW, THEREFORE, BE IT RESOLVED by City Council, that the new Lease Agreement for the use of City-owned property located at 708 Page Street and a portion of property located at 210 8th Street NW, Charlottesville, Virginia, to COP, presented to City Council this same date for consideration, is hereby APPROVED, and the City Manager is hereby authorized to execute the newly approved Lease Agreement on behalf of City Council.

Date Adopted: August 3, 2026

Certified: _____
Clerk of Council

LEASE AGREEMENT OF CITY-OWNED BUILDING

THIS LEASE AGREEMENT OF CITY-OWNED BUILDING (“Lease”) is made and entered into this _____ day of _____, 2026, by and between **THE CITY OF CHARLOTTESVILLE, VIRGINIA**, a Virginia municipal corporation (“Landlord” or “City”), and **CITY OF PROMISE INC.**, a nonprofit organization organized and operating under the laws of the Commonwealth of Virginia (“Tenant”); (individually “Party;” collectively “Parties”).

WITNESSETH

ARTICLE I. DEMISED PREMISES

A. For and in consideration of the payment by Tenant of the rent hereinafter reserved and the performance by Tenant of the covenants and agreements hereinafter agreed to be performed by it, in accordance with all the provisions hereinafter set forth, Landlord does hereby lease, let, and demise unto Tenant, its successors and assigns, and Tenant does hereby take, lease, and hire from Landlord the following:

1) A two (2)-story building, land, and various appurtenances thereto pertaining, located at 708 Page Street, Charlottesville, Virginia, consisting of approximately 1,728 square feet of net usable space on two (2) floors, which is located on an approximately 0.0830 acre lot; and

2) A portion of the adjacent vacant lot located at 210 8th Street NW, Charlottesville, Virginia, such area consisting of a paved surface, accessible parking space, and an adjacent handicap accessibility ramp providing access to the front access of the two (2)-story building; and

3) Both above-described areas subject to this Lease being as more particularly described within **Exhibit A**, attached and incorporated herein by reference (collectively, “Demised Premises” or “Premises”).

B. Tenant acknowledges that it has had an opportunity to inspect the Demised Premises, and that the Demised Premises are in good order and repair, unless otherwise indicated within a written Inspection Report attached to this Lease Agreement as **Exhibit D**, and signed by both Landlord and Tenant. Tenant accepts the Demised Premises “as-is.” Tenant acknowledges that, based on its own inspection of the Demised Premises, the Demised Premises are suitable for its intended purposes. Landlord makes no warranties or representations as to the suitability of the Demised Premises for Tenant’s intended purposes.

ARTICLE II. TERM

A. The term of this Lease shall be for a period of one (1) year (“Term”), commencing on _____, 2026 (“Commencement Date”), and expiring at midnight on _____, 2027 (“Expiration Date”), unless sooner terminated by the Parties, in accordance with this Lease.

B. **Annual Option to Renew.** At the option of the City at the expiration of each one (1)-year Term, and if Lessee is not in default in the performance of this Lease, this Lease may be renewed for up to three (3) additional one (1)-year terms (each, a “Renewal Term”). Each of the Renewal Term options must be exercised by Lessee requesting renewal by written notice to the Landlord at

least ninety (90) days prior to the expiration of the Initial Lease Term, or the then-applicable Renewal Term. A Renewal Term shall commence on the date following the Expiration Date of the Initial Lease Term, or Renewal Term, as applicable. All of the terms and conditions of the Lease shall apply throughout the Initial Lease Term and each Renewal Term, unless otherwise amended in writing and accepted by the City.

ARTICLE III. COMMON AREAS; PARKING

Landlord agrees that Tenant and Tenant's customers, employees, and/or visitors/invitees, shall have the right throughout the Term of this Lease to use, in common with others entitled to similar use thereof, all of the interior common areas of the Property of which the Demised Premises are a part, including: (i) all hallways, stairways, and doorways for ingress to and egress from the Demised Premises; and (ii) exterior common areas such as onsite parking spaces, walkways located on the Property, driveways, alleys, and any other means of ingress to and egress from the Demised Premises. Maintenance of the Common Areas shall be as set forth in Article XIII.

ARTICLE IV. USE OF DEMISED PREMISES

A. **Tenant to Maintain Ongoing Business.** Tenant shall occupy Demised Premises throughout the Lease's Term and shall conduct an ongoing not-for-profit business throughout the entire Term. Failure to maintain an ongoing business, except for shutdown for reasonable vacations of no more than one (1) month per year, shall be deemed a breach of this Lease. Tenant shall pay all business license taxes and business personal property taxes which may be imposed by the Commonwealth of Virginia or the City.

B. **Specific Uses Authorized.** The Demised Premises shall be used by the Tenant as an office for City of Promise services. No other use or sublease may be made of the Demised Premises, without the Landlord's advance and express written consent.

C. **Rules and Regulations.** Tenant agrees to observe all reasonable rules and regulations from time-to-time promulgated by Landlord, which in the Landlord's judgment (to be reasonably exercised) are needed for the general well-being, safety, care, and cleanliness of the Demised Premises, and the Property of which they are a part; provided, however, that any such rules and regulations shall be of general application to all tenants and occupants of said Property. Such rules and regulations are incorporated herein as if fully set forth. A breach of a rule or regulation shall constitute a breach of this Lease. The rules and regulations may, in the Landlord's sole discretion, be modified from time-to-time, so long as they do not affect or create a material change in this Lease. Such rules shall include, but are not limited to, the following:

1) The sidewalks, entries, passages, elevators, public corridors, staircases, and other parts of the Property which are not occupied by the Tenant, shall not be obstructed or used for any other purpose other than ingress and egress.

2) Tenant shall not install or permit the installation of any awnings, shades, and the like, other than those approved by the Landlord in writing.

3) No additional locks shall be placed upon any doors in or on the Demised Premises, unless keys therefor are given to the Landlord for use in emergencies; and the doors leading to corridors or main halls shall be kept closed during business hours, except as they may be used for ingress and egress.

4) Tenant shall not construct, maintain, use, or operate within the Demised Premises (or elsewhere in the Property of which said Demised Premises form a part, or on the outside of the Demised Premises) any equipment or machinery which produces music, sound, or noise which is audible beyond the Property, unless otherwise permitted by event approval.

5) Electric, cable, and telephone floor distribution boxes must remain accessible at all times.

6) No animals shall be kept by Tenant in or about the Leased Premises and the Tenant shall not suffer any animal(s) to be kept in or about the Demised Premises. Service animals shall be permitted.

7) No vehicles of any kind, including but not limited to, electric scooters, shall be brought into the lobby or elevators of the Property or into the Demised Premises. Bicycles shall not be left stored in any common areas, or within any area that could obstruct free egress during an emergency.

8) Tenant shall not utilize, in the Demised Premises, equipment requiring electrical energy, other than ordinary office equipment (including desktop computers, telephones, fax machines, copying, printing, and scanning equipment). All industry, electrical, and City/State Codes must be always complied with for use of any equipment.

9) Onsite parking shall be for use only of the Tenant and their visitors.

10) Tenant shall comply with the "Facility Terms of Use; Facility Site Use and Maintenance Definitions and Facilities Operations and Maintenance" established by Landlord, attached hereto as **Exhibit B**, and incorporated by reference, as such document may be modified by Landlord from time-to-time. In the event of a conflict between any provision of this Lease and the contents of **Exhibit B**, and any future modification thereof, the provision most favorable to the Landlord shall govern.

ARTICLE V. RENT

A. **Basic Rent.** The Tenant hereby covenants and agrees to occupy the Demised Premises as Tenant of the Landlord for the term hereinabove set forth, and agrees to pay to the Landlord rental therefor, without offset or deduction therefrom, the sum of One Dollar and No Cents (\$1.00) in U.S. currency, per year ("Basic Annual Rent").

Rent payments shall be delivered by check, cash or wire transfer to:

Mail Check:

Office of the City Manager
City of Charlottesville, Virginia
P.O. Box 911
Charlottesville, Virginia 22902
Attn: Lease – City of Promise

In Person (cash or check):

City of Charlottesville, Virginia
Customer Service, 1st Floor
600 E. Main Street
Charlottesville, Virginia 22902
Attn: Lease – City of Promise

Wire Transfer:

Information provided upon request.

Tenant is responsible for ensuring that payment is received by the City by the Due Date. The annual Market Rate Rent for the Demised Premises is \$25,792.00. The difference between the Basic Annual Rent and the Market Rate Rent is at least \$25,791.00 annually, which shall be deemed an in-kind financial contribution by Landlord to Tenant.

B. Adjustment in Basic Annual Rent.

1) If the Lease is extended following the one (1) year Term, Tenant hereby covenants and agrees to pay to the Landlord rental therefor without offset or deduction therefrom, the sum of Four Thousand Two Hundred Seventy-Two Dollars and No Cents (\$4,272.00) in U.S. currency, per year, payable in monthly installments (hereinafter referred to as the “Basic Monthly Rent”).

The Basic Monthly Rent estimated to be due is Three Hundred Fifty-Six Dollars and No Cents (\$356.00), payable on the 1st day of _____, 202__, and the first day of each calendar month thereafter throughout the Lease’s Term.

2) If the Lease is extended following the second-year term, the Basic Annual Rent (and the Basic Monthly Rent installments thereof) shall be adjusted automatically by three percent (3%) per annum of the Basic Annual Rent for the immediately preceding year.

C. Additional Rent.

1) **Taxes.** During the Lease’s Term, Tenant shall be solely responsible for, and shall pay to the City, in addition to the Basic Annual Rent as aforesaid, as additional rent, any real estate taxes and assessments imposed on its leasehold interest, and Tenant’s Proportionate Share of any stormwater utility fees.

2) **Tenant’s Proportionate Share.** “Tenant’s Proportionate Share” means a percentage determined by dividing the square footage of the Demised Premises by the total square footage of rentable space available on the Property.

3) **Reconciliation of Additional Rent.** After the end of each calendar year, or partial calendar year during the Term, Landlord shall deliver to Tenant a report setting forth the actual amount of Additional Rent that is by Tenant payable for such calendar year.

ARTICLE VI. LATE CHARGES; INTEREST

A. **Late Charges.** Tenant shall pay Landlord a late charge equal to five percent (5%) per month or any portion of a month, of the amount of rent which was not paid when due.

B. **Interest.** Any payment, other than rent due from Tenant to Landlord, which is not paid when due, shall bear interest from the date due, until the date paid at the prevailing prime rate of interest (defined as the base rate on corporate loans posted by at least one percent (1%) per month), beginning on the due date and continuing until paid.

ARTICLE VII. SECURITY DEPOSIT

Concurrently with Tenant's execution of this Lease, Tenant shall deposit with Landlord an amount equal to Four Thousand Dollars and No Cents (\$4000.00) as security for damage due to Tenant's failure to pay sums due hereunder, misuse of the Demised Premises, etc. ("Security Deposit"). Landlord shall not be required to pay interest on the Security Deposit, or to maintain it in a separate account. Within three (3) days after written notice of Landlord's use of the Security Deposit, Tenant shall deposit with Landlord cash in an amount sufficient to restore the Security Deposit to its prior amount. Within ninety (90) days after (a) the expiration or earlier termination of the Lease Term, or (b) Tenant's vacating the Demised Premises, Landlord shall return the Security Deposit, less such portion thereof as Landlord may have used to satisfy Tenant's obligations. If Landlord transfers the Security Deposit to a transferee of the Lease or Landlord's interest therein, then such transferee (and not Landlord) shall be liable for its return. The holder of any Mortgage shall not be liable for the return of the Security Deposit, unless such holder actually receives the Security Deposit.

ARTICLE VIII. DAMAGE OR DESTRUCTION BY CASUALTY

A. **Casualty Renders Entirely Untenantable.** If during the term of this Lease, the Demised Premises are damaged by fires, floods, windstorms, earthquakes, explosions, hurricanes, tornadoes, strikes, acts of public enemy, incidences of terrorism, wars or riots, civil disturbances, acts of God, or other casualty, so that the same are rendered untenantable, or unsuitable for Tenant's uses, and if said Demised Premises cannot be repaired by Landlord within ninety (90) days from the time of said damage, then this Lease shall terminate as of the date of such damage. In such case, Tenant shall pay the rent apportioned to the time of damage and shall immediately surrender the Demised Premises to Landlord, who may enter upon and repossess the same and Tenant shall be relieved from further liability hereunder.

B. **Casualty Renders Partially Untenantable.** If said Demised Premises shall be partially damaged by any of the above-casualties as to be partially untenantable, or partially unsuitable for Tenant's uses, Landlord shall repair the Demised Premises promptly and, during the period from

the date of such damage until the repairs are completed, the rent shall be apportioned so that Tenant shall pay as rent an amount which bears the same ratio to the entire monthly rent as the portion of the Demised Premises which Tenant is able to occupy during such period bears to the entire area of the Demised Premises. If the damage by any of the above casualties is so slight that Tenant is not disturbed in his possession and enjoyment of the Demised Premises, then Landlord shall repair the same promptly and in that case the rent accrued, or accruing shall not abate.

C. **Exclusions from Landlord's Repairs.** If Landlord undertakes repair of the Demised Premises under this Section, Landlord shall not be obligated to repair, restore, or replace any of Tenant's furniture, fixtures, or any other personal property owned by, or in the possession of Tenant, and Landlord shall not be under any obligation to repair, restore, or replace any alterations to the Demised Premises made by or on behalf of Tenant.

D. **No Diminution of Rent for Inconvenience.** No compensation, claim, or diminution of rent will be allowed or paid by Landlord by reason of inconvenience, annoyance, or injury to business arising from the necessity of repairing the Demised Premises, or any portion of the real estate of which the Demised Premises are a part; however, the necessity may occur. Tenant understands and agrees that, for this reason, it is the Tenant's sole responsibility to obtain adequate insurance available to protect its interest in the event of such a casualty.

E. **Termination if Repairs are Prohibited by Law.** Notwithstanding any provision of this Lease to the contrary, Landlord may terminate this Lease in the event any local ordinance, or any state or federal statute or regulation, prohibits or inhibits any rebuilding, restoration, or repair of the Demised Premises. Landlord shall deliver such written notice of termination to Tenant within thirty (30) calendar days after the event causing damage or casualty.

F. **Termination if Landlord's Insurance Proceeds are Inadequate.** Notwithstanding any provision of this Lease to the contrary, Landlord may terminate this Lease, if Landlord's insurance coverage fails to cover the event causing the damage or casualty and/or the costs of rebuilding, restoring or repairing the Demised Premises. Landlord shall provide to Tenant a copy of the determination from the insurance company, within fifteen (15) calendar days after receipt of the notice of denial of coverage.

G. **Landlord's Option to Terminate and Not to Restore.** Notwithstanding any provisions of this to the contrary, if there is substantial damage to the Demised Premises due to a fire or other casualty, then Landlord may elect to terminate this Lease, by delivering written notice of such termination to Tenant, within thirty (30) days of such casualty, the notice to specify a termination date of not less than thirty (30) days after its transmission.

H. **Mutual Right to Terminate.** Notwithstanding anything herein to the contrary, if the Demised Premises are damaged by casualty during the last six (6) months of the Lease Term, Landlord and Tenant shall each have the right to terminate this Lease by giving the other notice within thirty (30) days of such casualty.

ARTICLE IX. FORCE MAJEURE

A. **Effect of Events of Force Majeure.** Except as otherwise expressly set forth herein, in the event either Landlord or Tenant shall be delayed, hindered in, or prevented from the performance of any act or rendering of any service required under this Lease, by reason of strikes, inability to obtain materials, failure of power or other utilities, restrictive governmental laws or regulations, acts of God, incidences of terrorism, wars or riots, civil disturbances, floods, earthquakes, volcanic activity, fire, explosions, epidemics, hurricanes, tornadoes, or other reasons of a similar or dissimilar nature, which are beyond the reasonable control of the Landlord or Tenant (collectively known as "Event"), then the performance of any such act or rendering of any such service shall be excused for the period of the resulting delay and the period of the performance, or the rendering of the service shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, this Paragraph shall not be applied to excuse or delay payment of any monies by one (1) Party to the other, including any rent.

B. Except as specifically contained herein or unless otherwise expressly provided in this Lease, nothing contained in this Article shall be applied so as to: (a) permit any delay or time extension due to shortage of funds; or (b) excuse any nonpayment or delay in the payment of rent; or (c) limit either the Landlord's or the Tenant's rights under this Lease to cure the other Party's default.

C. It shall be a condition to either Party's claim of the benefit of this Article, that such Party seeking the benefit of this Article give notice to the other Party in accordance with Article XXVI, within twenty-four (24) hours after the occurrence of any Event, and within forty-eight (48) hours after request shall advise the other Party in writing of its good faith estimate of the time required until the delay is ended. The Party seeking the benefit of this Article shall have no liability to the other Party in the event the good faith estimates of the time needed to cure the delay is not met; however, the Party seeking the benefit of this Article shall advise the other Party in writing whenever such Party learns that the additional time may be required to cure the delay. Upon the request of the other Party, the Party seeking the benefit of this Article shall advise the other Party as to the latest estimate of time needed to cure the delay, and the actions being taken to cure the delay. In case of interruption of all methods of giving notice set forth in this Article, notice shall be deemed given on the second day of reasonably prominent news coverage of the Event reasonably able to be recognized as affecting the Demised Premises.

ARTICLE X. INSURANCE

A. **Required Insurance Coverage.** Tenant shall maintain throughout the Term, with a company licensed to do business in the Commonwealth of Virginia, approved by the Landlord, and having a rating satisfactory to Landlord: (a) broad form comprehensive general liability insurance (written on an occurrence basis, including contractual liability coverage insuring the obligations assumed by Tenant pursuant to the following Paragraph entitled "Indemnification of Landlord," and an endorsement for personal injury); (b) all risk property insurance; and (c) comprehensive automobile liability insurance (covering automobiles owned by Tenant).

1) The broad form comprehensive general liability insurance shall be in the minimum amount typically carried by prudent tenants engaged in similar operations, but in no event shall be in an amount less than One Million Dollars (\$1,000,000) combined single limit per occurrence, including a minimum limit of \$100,000 Fire Damage Legal.

2) Tenant's property insurance shall be in an amount not less than that required to replace all fixtures, betterments, and improvements and other contents located on the Demised Premises.

3) Tenant's automobile liability insurance shall be in an amount not less than One Million Dollars (\$1,000,000).

Landlord reserves the right from time-to-time to require Tenant to obtain higher minimum amounts of insurance.

B. All such insurance shall name Landlord as an additional named insured, contain an endorsement that such insurance shall remain in full force and effect notwithstanding that the insured may have waived its claim against any person prior to the occurrence of a loss, provide that the insurer waives all right of recovery by way of subrogation against Landlord, its partners, agents, and employees, and, contain an endorsement prohibiting cancellation, failure to renew, reduction in amount of insurance, or change of coverage: (1) as to the interests of Landlord by reason of any act or omission of Tenant; and (2) without the insurer's giving Landlord thirty (30) days' prior written notice of such action. Tenant shall deliver evidence of all required insurance and receipts evidencing payment of the premium for such insurance (and, upon request, copies of all required insurance policies, including endorsements and declarations) to Landlord on or before the Commencement Date and at least annually thereafter.

C. **Indemnification of Landlord.** Tenant shall reimburse Landlord for, and shall indemnify, defend and hold Landlord, its employees and agents harmless from and against, all costs, damages, claims, liabilities, expenses (including attorney's fees), losses, and court costs suffered by or claimed against Landlord, directly or indirectly, based on or arising out of, in whole or in part from: (a) use and occupancy of the Demised Premises, or the use(s), activity(ies) or any business conducted therein by Tenant; (b) any act or omission of Tenant or any invitee; (c) any breach of Tenant's obligations under this Lease, including failure to surrender the Demised Premises upon the expiration or earlier termination of the Lease Term; or (d) any entry by Tenant or any invitee upon the Demised Premises prior to the Commencement Date.

D. **Increase in the Rate of Insurance Caused by Tenant.** Tenant shall not conduct any activity or place any item in or about the Demised Premises, which may increase the rate of any insurance on the Demised Premises. If any increase in the rate of such insurance is due to any such activity or item, then (whether or not Landlord has consented to such activity or item) Tenant shall pay the amount of such increase. The statement of any insurance company or insurance rating organization (or other organization exercising similar functions in connection with the prevention of fires or the correction of hazardous conditions) that such an increase is due to any such activity or item shall be conclusive evidence thereof.

E. **Waiver.** Tenant hereby releases Landlord, its property manager, and their respective agents and employees from, and waives all claims for, damage or injury to person or property and loss of business sustained by Tenant and resulting from the Demised Premises, or any part thereof, or any equipment therein, becoming in disrepair, or resulting from any accident in or about the Demised Premises. This Paragraph shall apply particularly, but not exclusively, to: flooding, damage caused by equipment and apparatus, water, snow, frost, steam, excessive heat or cold, broken glass, sewage, gas, odors, excessive noise or vibration, or the bursting or leaking of pipes, plumbing fixtures or sprinkler devices. Without limiting the generality of the foregoing, Tenant waives all claims and rights of recovery against Landlord, its property manager, and their respective agents and employees for any loss or damage to any property of Tenant, which loss or damage is insured against, or required to be insured against, by Tenant pursuant to this Article, whether or not such loss or damage is due to the fault or negligence of Landlord, its property manager or their respective agents or employees, and regardless of the amount of insurance proceeds collected or collectible under any insurance policies in effect.

F. **Financial Condition and Financial Covenants.** Tenant acknowledges that the financial capability of Tenant to perform its obligations hereunder is material to Landlord and that Landlord would not enter into this, but for its belief, based on its review of Tenant's financial statements, that Tenant is capable of performing such financial obligations, Tenant hereby represents, warrants, and certifies to Landlord that its financial statements and all related documents and information previously furnished to Landlord were at the time given true and correct in all material respects and that there have been no material subsequent changes thereto as of the date of this Lease. At any time during the Term, within thirty (30) calendar days after Landlord's request therefor, Tenant shall furnish to Landlord Tenant's most recent audited financial statements (including any notes) or, if no such audited statements have been prepared, such other financial statements (and notes) as may have been prepared by an independent certified public accountant or, failing those, Tenant's internally prepared financial statements certified by Tenant's Chief Financial Officer. Tenant shall discuss its financial statements with Landlord and shall give Landlord access to Tenant's books and records to enable Landlord to verify the financial statements.

ARTICLE XI. LOSS OR DAMAGE TO PROPERTY OR PERSONS

All personal property belonging to the Tenant, located on or about the Demised Premises shall be there at the sole risk of the Tenant; and neither the Landlord nor Landlord's agent shall be liable for the theft or misappropriation thereof, nor for any damage or injury thereto, nor for damage or injury to the Tenant or any of its officers, agents, or employees, or to other persons or to any property caused by fire, explosion, water, gas, electricity, leaks from the roof, or other portion of the roof, the bursting or leaking of pipes, plumbing, electrical wiring, and equipment or fixtures of any kind, or by any act or neglect of other tenants or occupants of the Demised Premises, or due to any other cause whatsoever, unless resulting from the willful acts of the Landlord, its employees, agents, or representatives. Tenant shall give immediate notice to Landlord in case of fire or accident in the Demised Premises or of any defects, damage, or injury therein or in any fixtures or equipment.

ARTICLE XII. REPAIRS AND MAINTENANCE—TENANT

A. **Tenant Responsibility.** The Demised Premises, and all of the Landlord-owned furniture, fixtures, and equipment located therein, (including, without limitation, lighting and electrical fixtures, appliances, plumbing fixtures, build-in cabinetry, heating or air conditioning units or filters located on the interior of the Demised Premises, and all interior plate glass panels, flat glass, such as windows and doors, and area skylights, and alterations thereof); (collectively “Demised Premises and Fixtures”) shall be kept and maintained by the Tenant in good working order and condition.

B. **Grounds Maintenance.** Tenant shall reasonably maintain the grounds exterior to the Demised Premises including porches/decks, ramps, stairs/steps, onsite walkways, and adjacent public sidewalks; grass mowing; landscape/vegetation trimming; snow and ice removal; and maintenance of exterior light fixtures.

C. **Cleaning/Refuse Removal Services.** Tenant shall be responsible for cleaning the Demised Premises, either itself or using a janitorial service, so that the Demised Premises and Fixtures shall be neat and clean at all times. Tenant shall be responsible for removing refuse from the Demised Premises.

D. **Surrender Obligation.** At the expiration or earlier termination or cancellation of this Lease, Tenant shall surrender all the Demised Premises and Fixtures to Landlord in as good condition as at the time of delivery, subject to reasonable wear and tear.

E. **Landlord Rights.** If Tenant fails to perform any of its obligations under this Article, then Landlord may perform such obligations and Tenant will pay as additional Rent to Landlord the cost of such performance, including an amount sufficient to reimburse Landlord for overhead and supervision, within thirty (30) calendar days after receipt of Landlord’s written demand therefor. For purposes of performing such obligations, or to inspect the Demised Premises, Landlord may enter the Demised Premises upon reasonable prior notice to Tenant (except in cases of actual or suspected emergency, in which case no prior notice will be required) without liability to Tenant for any loss or damage incurred as a result of such entry (except if directly due to or as a result of the gross negligence or willful misconduct of Landlord, provided; however, Landlord shall have no liability for any special or consequential damages suffered either by Tenant or any party claiming through Tenant); Landlord will take reasonable steps in connection with such entry to minimize any disruption to Tenant’s business or its use of the Demised Premises. All injury to the Demised Premises and Fixtures, or any of them, caused by moving any property of the Tenant, its agents, employees, independent contractors, licensees, invitees, or visitors, as well as any other damage due to the neglect of the Demised Premises and Fixtures, or any of them, may be repaired by the Landlord at the expense of Tenant and such costs of repair shall become due and payable upon delivery of a statement of such costs by Landlord to Tenant.

F. **Other Repairs.** All other repairs, including repairs of structural elements, the exterior of the Demised Premises, and the Common Areas, if such repairs have not been necessitated by the act, fault, or negligence of Tenant, or Tenant’s agents, shall be the sole responsibility of Landlord.

ARTICLE XIII. REPAIRS AND MAINTENANCE—LANDLORD

A. **Maintenance of Structural Elements, etc.** The Landlord shall, at its expense, maintain the Structural Elements and Common Areas, as defined below, in good condition and shall repair the same with reasonable diligence when necessary.

“Structural elements” shall include the roof, exterior walls, structural supports, windows, or window systems inherent to architectural profile of the building, and major systems such as fire alarm, plumbing, electrical, heating, air conditioning, and ventilation systems.

“Common areas” include the main lobby, elevator lobbies, elevators, stairways, toilets, hallways, sidewalks and entrances and parking areas, except those elevator lobbies, toilets and hallways that are actually located within the area of the Demised Premises, which shall be the responsibility of the Tenant.

B. **Maintenance and Repair of Common Areas.** Landlord shall reasonably maintain the foundations, exterior walls, masonry, structural floors, and roof, the portions of the heating, ventilating and air conditioning systems serving the Common Areas of the Property (excluding those which serve only a particular tenant’s Demised Premises), and elevators as such elements affect the Demised Premises; but in no event shall Landlord be obligated to repair or maintain glass, windows, skylights, or doors of the Demised Premises (whether interior or exterior), which shall be Tenant’s responsibility, nor shall Landlord be obligated to repair or maintain any alterations installed by or on behalf of Tenant or to repair or restore any damage to the Common Areas caused by any act or omission of Tenant or Tenant’s employees, agents, contractors, or invitees.

C. **Timing.** Repairs performed by the Landlord shall be at a time and in a manner so as not to unreasonably interfere with Tenant’s normal business operations. Landlord’s failure to use all reasonable diligence in making repairs which are Landlord’s responsibility under this Lease, shall give Tenant the right to abate his rent by an amount proportionate to the inconvenience thereby caused Tenant.

D. **Requests for Maintenance and Repair.** Requests for maintenance and repair of the Demised Premises that are the responsibility of Landlord shall be submitted promptly in writing to: shifflettjo@charlottesville.gov

(See **Exhibit B**, for Facility Terms of Use; Facility Site Use and Maintenance Definitions and Facilities Operations and Maintenance)

E. **Property Inspection.** Landlord shall have the right to conduct property inspections at reasonable times, such as prior to Lease execution, Lease renewal, or annual Lease anniversary date. Landlord will provide Tenant with ample notice and intent of inspection.

ARTICLE XIV. SERVICES AND UTILITIES

- A. **Utilities.** Tenant shall be solely responsible for paying all costs associated with utilities or other services required by Tenant for or in connection with its use of the Demised Premises (such as water, sewer, electrical, gas, internet service, janitorial services, trash removal, etc...).
- B. **Heating, Ventilation, and Air Conditioning.** As part of the consideration of the basic rent herein provided to be paid by the Tenant, the Landlord agrees to continue to furnish and provide to the Tenant heating, ventilation, and air conditioning in the Demised Premises, if applicable.
- C. **Damages for Breakdowns.** Landlord shall not be liable for damages to the Tenant for temporary failure to provide heat and/or air conditioning, or other services or amenities, if such failure results from the temporary breakdown of the plants or systems providing such services; provided, however, that in the event of such temporary failure, the Landlord shall promptly and at its own cost and expense repair the machinery or equipment, so that said services will be restored.
- D. **No Liability for Interruptions.** Tenant shall not be entitled to any abatement or reduction of Rent by reason of the unavailability of any of the services referred to in this Article, when such failure results from casualty, force majeure, or any other cause beyond Landlord's immediate control, or for stoppages or interruptions of any such services when necessary for Landlord to make repairs or improvements required by this Lease. Failure, stoppage, or interruption of any such service shall not be construed as an actual or constructive eviction or as a partial eviction against Tenant, or release Tenant from the prompt and punctual performance by Tenant of the covenants contained herein.

ARTICLE XV. LANDLORD'S ADDITIONAL RESERVED RIGHTS

- A. Landlord reserves a right of entry for itself or its contractors, to enter into and upon the Demised Premises at reasonable times and upon reasonable notice given to Tenant, for the purpose of inspecting the Demised Premises, or for performing any action Landlord has a right or obligation to perform.
- B. Notwithstanding anything in this Lease to the contrary, all the perimeter walls of the Demised Premises, except the interior surfaces thereof, any space in or adjacent to the Demised Premises used for shafts, stacks, ducts, pipes, conduits, wires, and appurtenant fixtures, fan rooms, electrical lines, panels, or other equipment used to transmit or store electricity, water lines, storm, and sanitary sewer lines, all other utility lines, installations and meters, janitorial or other service areas, and all other facilities to which Tenant has not been granted rights hereunder (the "Reserved Areas and Facilities"), and the use thereof, are expressly excluded from the Demised Premises and reserved to Landlord. In addition, Landlord excepts and reserves the right, from time-to-time: (a) to install, use, maintain, repair, replace, and relocate within the Demised Premises any Reserved Areas and Facilities; and (b) to make alterations to the Demised Premises and to alter or relocate any entranceways, Common Areas or other Reserved Areas and Facilities (including without limitation all access driveways, walkways, and parking areas, if any) serving the Demised

Premises. Landlord further reserves the right, at any time, to lease, license, or otherwise permit the use by any person of such Reserved Areas and Facilities.

C. Landlord reserves the following additional rights: (a) to change the name or street address of the Property and/or the suite number of the Demised Premises; (b) to install, affix, and maintain any and all signs on the exterior or interior of the Demised Premises; (c) to make repairs, decorations, alterations, improvements, replacements or modifications, whether structural or otherwise, in and about the Property, and for such any of the purposes identified in this Article, to enter upon the Demised Premises, temporarily close doors, corridors, and other areas in the Demised Premises and interrupt or temporarily close services or use of Common Areas. Tenant shall be required to pay Landlord for overtime and similar expenses incurred by Landlord, if such work is done other than during Landlord's ordinary business hours at Tenant's request; (d) to retain at all times, and to use in appropriate instances, keys to all doors within and into the Demised Premises; (e) to grant to any person or to reserve unto itself the exclusive right to conduct any business or render any service in the Demised Premises; (f) to show or inspect the Demised Premises at reasonable times and, if vacated or abandoned, to prepare the Demised Premises for re-occupancy; (g) to close any Common Areas to perform such acts as, in Landlord's reasonable judgment are necessary or desirable to maintain or improve the Property; (h) to install, use and maintain in and through the Demised Premises any pipes, conduits, wires, and ducts serving the Property, provided that such installation, use, and maintenance does not unreasonably interfere with Tenant's use of the Demised Premises; (i) to subdivide or re-subdivide the Property; and (j) to take any other action which Landlord deems reasonable in connection with the operation, maintenance or preservation of the Property.

D. Landlord may exercise the rights set forth in this Article without notice and without liability to Tenant and the exercise of such rights shall not be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Demised Premises and shall not give rise to any claim for set-off or abatement of rent or any other claim.

ARTICLE XVI. ALTERATIONS BY TENANT

A. **Alterations Prohibited Without Landlord Consent.** Tenant shall not make any replacement, alteration, improvement, or addition to or removal from (collectively an "alteration") the Demised Premises, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, provided any such proposed alternation will not: (a) exceed the capacity of the systems or structure; (b) adversely affect the capacity, maintenance, operating costs or integrity of the structure or systems; (c) violate any agreement which affects the Demised Premises or binds Landlord; (d) alter the exterior of the Property in any way; or (e) violate or cause a breach of any mortgage or financing agreement affecting the Demised Premises or Property. Tenant shall not make any alteration to any other parts of the Demised Premises, without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion.

B. **Procedure; Review of Drawings and Specifications.** In the event Tenant proposes to make any alteration, Tenant shall, prior to commencing such alteration, submit to Landlord for prior written approval: (a) detailed drawings and specifications (copies of which drawings and any other project drawings shall be provided to Landlord and Landlord's agents in the form of a

CAD disc upon completion of such alterations); (b) sworn statements, including the names, addresses, and copies of contracts for all contractors; (c) all necessary permits evidencing compliance with all applicable Legal Requirements; (d) certificates of insurance inform and amounts required by Landlord, naming Landlord and any other parties designated by Landlord as additional insureds; and (e) all other documents and information as Landlord may reasonably request in connection with such alteration. Neither approval of the drawings and specifications nor supervision of the alteration by Landlord shall constitute a representation or warranty by Landlord as to the accuracy, adequacy, sufficiency, or propriety of such drawings and specifications or the quality of workmanship or the compliance of such alteration with applicable Legal Requirements.

C. **General Requirements.** Tenant shall pay the entire cost of the alteration and, if requested by Landlord, shall deposit with Landlord, prior to the commencement of the alteration, security for the payment and completion of the alteration in form and amount required by Landlord. Each alteration shall be performed in a good and workmanlike manner, in accordance with the drawings and specifications approved by Landlord and shall meet or exceed the standards for construction and quality of materials established by Landlord for the Demised Premises. In addition, each alteration shall be performed in compliance with all applicable legal requirements and all regulations and requirements of Landlord's and Tenant's insurers. Each alteration, whether temporary or permanent in character, unless otherwise specified, made by Tenant in or upon the Demised Premises (excepting only Tenant's furniture, removable equipment and removable trade fixtures) shall become Landlord's property and shall remain upon the Demised Premises at the expiration or termination of this Lease without compensation to Tenant. Notwithstanding the foregoing, Landlord shall have the right to require Tenant to remove any alteration at Tenant's sole cost and expense.

D. **ADA Applicability.** Tenant acknowledges that the Demised Premises may constitute a place of public accommodation or a facility under Title III of the Americans with Disabilities Act (the "ADA") and that the ADA is applicable to both an owner and a lessee of a place of public accommodation or facility. Tenant further acknowledges that, under the ADA, any structural alteration to the Demised Premises must comply with accessibility standards set forth in the rules promulgated by the Department of Justice at 28 C.F.R. 36.101 *et seq.* Notwithstanding anything in this Lease to the contrary, in the event Tenant makes any structural alteration to the Demised Premises which would require compliance with Title III of the ADA and the accessibility standards promulgated by the Department of Justice, Tenant agrees to design and such structural alterations so as to comply with the ADA and the accessibility standards.

E. **Liens.** Upon completion of any alteration, Tenant shall promptly furnish Landlord with sworn contractor's acknowledgements of payment in full and final waivers of lien in form and substance satisfactory to Landlord covering all labor and materials included in such alteration. Tenant shall not permit any mechanic's lien to exist against the Property, or any part thereof, arising out of any alteration performed, or alleged to have been performed, or any service or work or material provided or furnished to Tenant or the Demised Premises by or on behalf of Tenant. If any such lien exists, Tenant shall, within ninety (90) days thereafter, have such lien discharged of record or deliver to Landlord a recordable bond in form, amount, and issued by a surety satisfactory to Landlord indemnifying Landlord against all costs and liabilities resulting from such lien and the

foreclosure or attempted foreclosure thereof. If Tenant fails to have such liens so released or to deliver such bond to Landlord, Landlord, without investigating the validity of such lien, may pay or discharge the same and Tenant shall reimburse Landlord upon demand for the amount so paid by Landlord, including expenses and attorneys' fees.

F. **Heating, Ventilation and Cooling.** If Tenant installs any machines, equipment, or devices in or about the Demised Premises that do not constitute customary office equipment, and if such machines, equipment, or devices cause the temperature in any part of the Demised Premises to exceed (other than to a *de minimis* extent) the temperature the building's mechanical system would be able to maintain in the Demised Premises were it not for such machines, equipment, or devices, then Landlord reserves the right to install, upon prior notice to Tenant, supplementary air conditioning units in the Demised Premises or elsewhere in the building, and Tenant will pay to Landlord all reasonable costs of installing, operating, and maintaining such supplementary units.

ARTICLE XVII. REPRESENTATIONS OF LANDLORD

Landlord hereby represents and warrants to Tenant that, as of the date of its execution of this Lease:

A. ***Defective Drywall.*** Landlord is not aware of the existence of any defective drywall as defined by Virginia Code § 36-156.1 on the Demised Premises.

B. ***Mold.*** Landlord is not aware of the existence of any visible evidence of mold on the Demised Premises in areas readily accessible within the interior of the Demised Premises.

C. ***Authority.*** Landlord has full legal authority and right to grant to Tenant the estate hereby demised and the easements and appurtenances thereunto pertaining.

D. ***Zoning.*** The City's Zoning Administrator has verified that the uses authorized within Article IV of this Lease are allowed by right at the Property under the City's Zoning Ordinance and/or Development Review Code.

ARTICLE XVIII. REPRESENTATIONS OF TENANT

Tenant hereby represents and warrants to Landlord that, as of the date of its execution of this Lease:

A. ***Bankruptcy Actions.*** There is no bankruptcy action, pending or threatened, against or affecting the Tenant.

B. ***Authorization to do Business within Virginia.*** Tenant represents and warrants to the Landlord that it is an entity lawfully organized and in good standing under the laws of the Commonwealth of Virginia, and, if Tenant is a corporation, limited liability company, or other entity required to register with the Virginia State Corporation Commission, Tenant represents and warrants that it is active and currently authorized to do business within Virginia.

C. ***Nonprofit Status.*** If Tenant is required by this Lease to pay only nominal rent for the Demised Premises, Tenant represents and warrants that it is a charitable organization, institution, or corporation authorized to receive appropriations, gifts, or donations of money or property, real or personal, from the Landlord, under the provisions of Virginia Code § 15.2-953. Records which document Tenant's nonprofit status are attached as **Exhibit C** (if applicable).

ARTICLE XIX. COMPLIANCE WITH LAWS AND REGULATIONS

The Tenant shall, at its own expense, properly and promptly comply with and execute all laws, ordinances, rules, regulations and requirements, as the same now exist or as the same may hereafter be enacted, amended or promulgated by any federal, state or municipal authority, and/or any Department or Agency thereof, relating to the Tenant's use of the Demised Premises or of the operation of the Tenant's business therein.

ARTICLE XX. DEFAULT BY TENANT

A. ***Events of Default.*** Tenant shall be deemed to be in default under this Lease, if:

1) The Tenant shall fail to pay any rent due hereunder, or any other costs and expenses for which the Tenant shall be responsible hereunder, within seven (7) days after notice from the Landlord specifying the item or items alleged to be due and unpaid, unless the Tenant shall in good faith dispute its liability therefor or the propriety of the amount claimed (other than rent);

2) Tenant shall fail or neglect to keep and perform each and every one of the other covenants, conditions, and agreements herein contained and on the part of the Tenant to be kept and performed, within thirty (30) days after written notice from the Landlord specifying the items alleged to be in default, unless (i) the curing of such default will take more than thirty (30) days, in which event Tenant shall be deemed to be in default only if it does not commence the curing of such default within the said thirty (30) day period and carry it, in good faith, to prompt completion; or (ii) the Tenant shall, in good faith, dispute the existence of any default or the extent of its liability therefor, in which event the Tenant shall be deemed to be in default only if it fails, within thirty (30) days after the agreement or final adjudication, to commence the curing of such default as is adjudged to exist or which the Landlord and the Tenant shall agree exists, and to carry it, in good faith, to prompt completion;

3) If the Tenant shall make an assignment of its assets for the benefit of creditors, or if the Tenant shall file a voluntary petition in bankruptcy, or if an involuntary petition in bankruptcy or for receivership be instituted against the Tenant and the same be not dismissed within thirty (30) days of the filing therefor, or if the Tenant be adjudged bankrupt, then and in any of said events, unless otherwise prohibited by the United States Bankruptcy Code, this Lease shall immediately cease and terminate at the option of the Landlord with the same force and effect as though the date of said event was the day herein fixed for expiration of the term of this Lease; and

4) In the event the Tenant abandons the Demised Premises, either (i) by removing all of Tenant's personal property from the Demised Premises, or (ii) by Tenant's failure to occupy the

Demised Premises for a period in excess of sixty (60) days, the Landlord may, at its option, accelerate the entire unpaid balance of the basic annual rent for unexpired portion of the Lease, and take action to collect same as the Landlord deems appropriate. The Landlord may re-enter the Demised Premises, and such re-entry shall not be deemed a surrender and termination of the Lease. It shall be deemed to be a retaking for the purpose of re-letting the Demised Premises and the Landlord may make such alterations, improvements, repairs, etc., as it deems necessary to prepare the Demised Premises for re-letting. Neither the Landlord's re-entry nor failure to re-enter shall be deemed a waiver of any claim it may have against the Tenant for the remaining portion of the Lease. The Tenant remains liable to the Landlord for the entire unpaid balance plus all damages that the Landlord may have suffered by reason of Tenant's abandonment, less credit given for any rental received by the Landlord from a successor tenant. If the successor tenant pays a rent that exceeds the rent obligation of the Tenant hereunder, the Landlord shall be under no obligation to the Tenant to account for or pay over such excess.

B. If a default of any covenant, condition, or agreement contained in this Lease shall exist, material or otherwise, Tenant's right to possession shall thereupon cease and Landlord shall be entitled to the possession of said Demised Premises and to re-enter the same without demand for rent or for possession. Landlord may proceed forthwith to recover possession of said Demised Premises by process of law, any notice to quit or of intention to exercise such option or to re-enter said Demised Premises being hereby **EXPRESSLY WAIVED BY TENANT**. Further, Landlord at its sole option may accelerate the unpaid rent for the unexpired portion of the Lease, giving credit for any proceeds from the re-letting, in whole or in part, of the Demised Premises and improvements by Landlord to others. Tenant will be liable to Landlord for all court costs and reasonable attorney's fees, in the event Tenant shall become in default and Landlord incurs court costs and/or attorney's fees in obtaining possession of the Demised Premises or in the enforcement of any covenant, condition, or agreement herein contained, whether through legal proceedings or otherwise, and whether or not any such legal proceedings be prosecuted to a final judgment.

C. To establish reasonable attorney's fees, the Landlord may present a signed affidavit from legal counsel as to the fees claimed and the services rendered and anticipated to be rendered to collect the unpaid claim of Landlord. All objections to this method of proof are hereby expressly waived by Tenant. The Parties agree that future attorney's fees may be claimed hereunder.

D. Remedies for Default.

1) ***Entry/Termination.*** Upon the occurrence of a Default, Landlord may elect to terminate this Lease, or, without terminating this Lease, Landlord may terminate Tenant's right to possession of the Demised Premises—in either case, after giving written notice thereof to Tenant. Upon any such termination, Tenant shall immediately surrender and vacate the Demised Premises and deliver possession thereof to Landlord. Tenant grants to Landlord the right, without notice to Tenant, to enter and repossess the Demised Premises, to expel Tenant and any others who may be occupying the Demised Premises, and to remove any and all property therefrom, without being deemed in any manner guilty of trespass and without relinquishing Landlord's rights to any rent or any other right given to Landlord hereunder or by operation of law. In addition, Landlord may alter any locks and other security devices at the Demised Premises.

2) ***Re-letting the Premises.*** If Landlord terminates Tenant's right to possession of the Demised Premises without terminating this Lease, Landlord may re-let the Demised Premises or any part thereof. In such case, Landlord shall use reasonable efforts to re-let the Demised Premises on such terms as Landlord shall reasonably deem appropriate; provided, however, Landlord may first lease Landlord's other available space and shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant about such re-letting. Tenant shall reimburse Landlord for the costs and expenses of re-letting the Demised Premises, including, but not limited to, all brokerage, advertising, legal, alteration, and other expenses incurred to secure a new tenant for the Demised Premises.

3) ***Damages.*** If Landlord terminates this Lease pursuant to the terms and provisions of this Article, Landlord may recover from Tenant, and Tenant shall pay to Landlord, on demand, all rent and other charges payable by Tenant to Landlord through the date of termination, and, in addition, shall pay to Landlord as damages, at the election of Landlord, amounts equal to the rent which would have been payable by Tenant had this not been so terminated, payable upon the due dates therefor specified herein following such termination and until the Expiration Date. A suit for the recovery of such damages, or any installments thereof, may be brought by Landlord from time-to-time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the Term of this Lease would have expired if it had not been terminated hereunder.

4) ***Landlord's Lien.*** In addition to any statutory lien for rent in Landlord's favor, Landlord (the secured party for purposes hereof) shall have, and Tenant (the debtor for purposes hereof) hereby grants to Landlord an express contract and lien and a continuing security interest to secure the payment of all Rent and the performance of all other obligations due hereunder from Tenant, upon all goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper, and other personal property of Tenant (and any transferees, subtenants or other occupants of the Demised Premises) presently or hereafter situated on the Demised Premises, and upon all proceeds of any insurance which may accrue to Tenant by reason of damage or destruction of any such property and all proceeds of any of the foregoing. In the Event of Default under this Lease, Landlord shall have, in addition to any other remedies provided herein or by law, all rights and remedies of a secured party under the Virginia Uniform Code, including without limitation, the right to sell the property described in this Paragraph at public or private or sale or auction upon thirty (30) days' notice to Tenant, which notice Tenant hereby agrees is adequate and desirable in Landlord's discretion to perfect the security interest hereby conveyed. Any statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto. Landlord and Tenant agree that this Lease and the Security Interest granted herein serve as a financing statement, and a copy or photographic or other reproduction of this paragraph of this Lease may be filed of record by Landlord and have the same force and effect as the original.

5) ***Landlord's Right to Cure.*** Landlord may, but shall not be obligated, to perform any obligation of Tenant under this Lease, and if Landlord so elects, all costs and expenses paid by Landlord in performing such obligation, together with interest at the rate specified in Article VI, shall be reimbursed by Tenant to Landlord on demand.

E. ***Cumulative Remedies.*** Any and all remedies set forth in this Lease: (a) shall be in addition to any and all other remedies Landlord may have at law and/or in equity; (b) shall be cumulative; and (c) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future.

F. ***No Waiver.*** No receipt of money by Landlord from Tenant, after termination of this Lease or after the service of any notice or after the commencing of any suit or after final judgment for possession of the Demised Premises, shall renew, reinstate, continue, or extend the Term or affect any such notice or suit. No waiver of any default of Tenant shall be implied from any omission by Landlord to take any action on account of such default if such default persists or be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.

G. ***No Accord and Satisfaction.*** No payment by Tenant or receipt and acceptance by Landlord of a lesser amount than the Annual/Monthly Base Rent and any Additional Rent shall be deemed to be other than part payment of the full amount then due and payable; nor shall any endorsement or statement on any check or any letter accompanying any check, payment of Rent, or other payment, be deemed an accord and satisfaction; and Landlord may accept, but is not obligated to accept, such part payment without prejudice to Landlord's right to recover the balance due and payable, or to pursue any other remedy provided in this Lease Agreement or by law.

H. ***Agreements Applicable to Tenant's Bankruptcy.*** Notwithstanding anything to the contrary contained herein, and without prejudice to Landlord's right to require a written assumption from each assignee, any person, or entity to whom this Lease is assigned including, without limitation, assignees pursuant to the provisions of the Bankruptcy Code, 11 U.S.C. Paragraph 101 *et seq.* ("Bankruptcy Code") shall automatically be deemed, by acceptance of such assignment or sublease or by taking actual or constructive possession of the Demised Premises, to have assumed all obligations of Tenant arising under this Lease, effective as of the earlier of the date of such assignment or sublease or the date on which the assignee or sublessee obtains possession of the Demised Premises. In the event this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord or shall remain the exclusive property of Landlord and not constitute the property of Tenant or Tenant's estate within the meaning of the Bankruptcy Code. In the event of any Default described above, to provide Landlord with the assurances contemplated by the Bankruptcy Code, in connection with any assignment and assumption of this Lease, Tenant must fulfill the following obligations, in addition to any other reasonable obligations that Landlord may require, before any assumption of the Lease is effective: (a) all events of default must be cured within thirty (30) days after the date of assumption; (b) all actual monetary losses incurred by Landlord (including, but not limited to, reasonable attorneys' fees) must be paid to Landlord within thirty (30) days after the date of assumption; and (c) Landlord must receive within thirty (30) days after the date of assumption a security deposit in the form of a letter of credit in an amount equal to three (3) months of Base Monthly Rent (using the Base Rent in effect for the first full month immediately following the assumption) and an advance prepayment of Base Monthly Rent in the amount of three (3) months Base Monthly Rent (using the Base Rent in effect for the first full month immediately

following the assumption), both sums to be held by Landlord in accordance with this and deemed to be rent under this Lease for the purposes of the Bankruptcy Code, as amended and from time to time in effect. In the event this is assumed in accordance with the requirements of the Bankruptcy Code and this Lease, and is subsequently assigned, then, in addition to any other reasonable obligations that Landlord may require and in order to provide Landlord with the assurances contemplated by the Bankruptcy Code, Landlord shall be provided with (a) a financial statement of the proposed assignee prepared in accordance with generally accepted accounting principles consistently applied, on a cash basis, which reveals a net worth in an amount sufficient, in Landlord's reasonable judgment, to assure the future performance by the proposed assignee of Tenant's obligations under this Lease; or (b) a written guaranty by one (1) or more guarantors with financial ability sufficient to be in form and content satisfactory to Landlord and to cover the performance of all of Tenant's obligations under this Lease.

ARTICLE XXI. DEFAULT BY LANDLORD

A. Landlord shall be deemed to be in default under this Lease, if it shall fail to provide the Demised Premises in the condition agreed to herein, free from any interference with Tenant's use and enjoyment thereof, or to provide all services within the standards agreed upon.

B. In case of Landlord's default, Tenant shall have the following remedies:

1) Tenant shall have the option of terminating this Lease for any material default by Landlord. Such default shall include, but not be limited to, denying Tenant access to the Demised Premises for any reason other than Tenant's prior default, or failure to perform with all reasonable speed and efficiency any repair which is the obligation of the Landlord under this Lease; and

2) If any default by Landlord is due to its failure to make necessary repairs with reasonable dispatch after notice from Tenant that such repairs are needed, Tenant may cause the repairs to be made at its own expense. The reasonable expense of such repairs may then be deducted by Tenant from its next due installment of Base Monthly Rent; and

3) Tenant shall have the right to abate its rent proportionately when Landlord, for any cause reasonably within its control, is unable or unwilling to provide the Demised Premises in the condition agreed, free from interference or obstruction, or the services within the standards or the hours agreed.

ARTICLE XXII. SURRENDER OF DEMISED PREMISES

Upon the expiration or other termination of this Lease, Tenant shall quit and surrender the Demised Premises to Landlord in good order, repair and condition, ordinary wear and tear, acts of God, fire, and other casualty (not resulting from Tenant's or Tenant's agents,' employees,' or invitees' acts or omissions) excepted. Tenant shall, on the day of expiration or termination of this Lease, or prior to such date, remove all property of Tenant, and Tenant shall within two (2) weeks after expiration or termination repair all damage to the Demised Premises caused by such removal and make reasonable restoration of the Demised Premises to the condition in which they existed prior to the installation of the property so removed.

ARTICLE XXIII. SIGNAGE

Tenant shall have no right to erect or install canopies, marquees, or advertising devices, including signs, on the exterior of the Demised Premises, and Tenant shall have no right to erect or install any sign within the interior of the Demised Premises that are visible from the exterior of the Demised premises, except with Landlord's prior written approval, which approval shall not be unreasonably withheld or delayed. All signs authorized by the Landlord must comply with applicable requirements of the City's Zoning Ordinance, City's Development Review Code, and/or the Uniform Statewide Building Code.

ARTICLE XXIV. ASSIGNMENT AND SUBLETS

A. **Sublets.** Except as expressly stated in Article IV, Paragraph B, Tenant shall not assign, sublet, or allow use or occupancy by any other organization, the Demised Premises or any part thereof, without the prior written consent of Landlord.

B. **Notice of Request for Assignment.** If Tenant wants to assign, sublet, or otherwise transfer all or part of the Demised Premises, the Tenant shall give Landlord written notice ("Tenant's Request Notice") of the identity of the proposed assignee or subtenant and its business, all terms of the proposed assignment or subletting, the commencement date of the proposed assignment or subletting ("Proposed Sublease Commencement Date") and the area proposed to be assigned or sublet ("Proposed Sublease Space"). Tenant shall also transmit therewith the most recent financial statement or other evidence of financial responsibility of such assignee or subtenant and a certification executed by Tenant and the proposed assignee or subtenant stating whether any premium or other consideration is being paid for the proposed assignment or sublease. Tenant shall pay the expenses (including all attorney's fees) reasonably incurred by Landlord in connection with Tenant's request for Landlord to give its consent to any assignment, subletting, occupancy, or mortgage.

1) **Landlord's Right to Terminate.** Landlord shall have the right, in its sole and absolute discretion, to terminate this Lease with respect to the Proposed Sublease Space, by sending Tenant written notice within forty-five (45) days after Landlord's receipt of Tenant's Request Notice.

2) If the Proposed Sublease Space does not constitute the entire Demised Premises and Landlord elects to terminate this Lease with respect to the Proposed Sublease Space, then: (a) Tenant shall tender the Proposed Sublease Space to Landlord on the Proposed Sublease Commencement Date, as if the Proposed Sublease Commencement Date had been originally set forth in this Lease as the expiration date of the Lease term with respect to the Proposed Sublease Space,; and (b) as to all portions of the Demised Premises, other than the Proposed Sublease Space, this Lease shall remain in full force and effect except that the rent and other payments due hereunder shall be reduced proportionately. Tenant shall pay all expenses of construction required to permit the operation of the Proposed Sublease Space separate from the balance of the Demised Premises.

3) If the Proposed Sublease Space constitutes the entire Demised Premises and the Landlord elects to terminate this Lease, then (i) Tenant shall tender the Demised Premises to Landlord on the Proposed Sublease Commencement Date; and (ii) the term shall terminate on the Proposed Sublease Commencement Date.

4) **Excess Rent or Other Charges Paid by Subtenant.** If any sublease, assignment, or transfer (whether by operation of law or otherwise) provides that the subtenant, assignee, or other transferee is to pay any amount in excess of the rent and other charges due under this Lease, then whether such excess be in the form of an increased rental, lump-sum payment, payment for the sale or lease of fixtures, or other Leasehold improvements, or any other form (and if the applicable space does not constitute the entire Demised Premises, the existence of such excess shall be determined on a pro-rata basis), Tenant shall pay to Landlord any such excess upon such terms as shall be specified by Landlord, and in no event later than ten (10) days after Tenant's receipt thereof. Landlord shall have the right to inspect Tenant's books and records relating to any sublease, assignment, or other transfer. Any sublease, assignment, or other transfer shall be affected on forms supplied or approved by Landlord.

C. In the event that Landlord consents to an assignment, or to a sublease, and the Landlord collects or accepts rent from any assignee, subtenant, or occupant, such conduct by Landlord shall not be construed as relieving the Tenant or any assignee, subtenant or occupant from the obligation of obtaining Landlord's written consent to any subsequent assignment, subletting, or occupancy, and Tenant hereby assigns to Landlord any sum due from any assignee, subtenant, or occupant of Tenant as security for Tenant's performance of its obligations pursuant to this Lease. Tenant authorizes each such assignee, subtenant, or occupant to pay such sum directly to Landlord, if such assignee, subtenant, or occupant receives written notice from Landlord specifying that such rent shall be paid directly to Landlord. Landlord's collection of such rent shall not be construed as acceptance of such assignee, subtenant, or occupant as tenant. All restrictions and obligations imposed pursuant to this Lease on Tenant shall be deemed to extend to any subtenant, assignee, or occupant of Tenant, and Tenant shall cause such persons to comply with all such restrictions and obligations.

D. **Assignment Pursuant to Provisions of Bankruptcy Code.** If this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, 11 U.S.C. § 101 *et seq.* ("Bankruptcy Code"), any and all monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to the Landlord, shall be and remain the exclusive property of the Landlord, and shall not constitute the property of the Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of the Landlord and shall be promptly paid and/or delivered to the Landlord.

E. **Mortgage of Demised Premises Prohibited.** Tenant shall not mortgage or encumber the Demised Premises without Landlord's written consent, which consent may be granted or withheld in Landlord's sole and absolute discretion.

F. **Dissolution, etc. of Partnership, Limited Liability Company or Corporation Deemed Assignment.** If Tenant is a partnership, then any dissolution of Tenant or a withdrawal or change, whether voluntary, involuntary, or by operation of law, or partners owning a controlling interest in Tenant, shall be deemed a voluntary assignment of this Lease. If Tenant is a corporation or limited liability company, then any dissolution, merger, consolidation, or other reorganization of Tenant, or any sale or transfer of a controlling interest in its capital stock, shall be deemed a voluntary assignment of this Lease.

G. ***Tenant to Remain Liable.*** In no event, shall any Transfer (whether or not approved by Landlord or permitted hereunder) release or relieve Tenant from its obligations to fully observe or perform all of the terms, covenants, and conditions of this Lease on its part to be observed or performed (including liability arising during any renewal term of this Lease, or with respect to any expansion space included in the Demised Premises). It is agreed that the liabilities and obligations of Tenant hereunder are enforceable either before, simultaneously with, or after proceeding against any assignee, sublessee, licensee, sublicensee, or other transferee of Tenant.

H. ***Attorneys' Fees.*** Tenant shall pay Landlord, on demand as additional rent, any attorney's fees and expenses incurred by Landlord in connection with any proposed Transfer, whether or not Landlord consents to such Transfer.

ARTICLE XXV. HAZARDOUS MATERIAL

A. For purposes of this Lease "Hazardous Material" means any flammable items, explosives, radioactive material, oil, toxic substance, material or waste, or related materials, including any material or substance included in the definition of "hazardous wastes," "hazardous materials," or "toxic substances", now or hereafter regulated under any Legal Requirements, including, without limitation, petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, medical waste, polychlorinated biphenyls, and similar compounds. "Hazardous Material" shall also include, without limitation, any materials or substances, which could trigger any employee "right to know" requirements, or for which any regulatory or other governmental body has adopted any requirements for the preparation or distribution of a material safety data sheet.

B. Tenant shall not cause or permit any Hazardous Material to be brought upon, produced, stored, generated, used, discharged, or disposed of, in, on, under or about the Demised Premises, without the prior written consent of Landlord and then only in compliance with all applicable environmental legal requirements.

C. Tenant shall execute such affidavits, representations, and certifications from time-to-time as may be requested by Landlord, concerning Tenant's best knowledge and belief regarding the presence or absence of Hazardous Material in, on, under, or about the Demised Premises and/or the Property.

D. Tenant shall defend, indemnify, and hold harmless Landlord from and against any and all claims (including, without limitation, costs and attorneys' fees) arising from any breach of this

Article. The indemnity, defense, and hold harmless obligations in this Article shall be in addition to all other indemnity, defense, and hold harmless obligations contained in this Lease.

ARTICLE XXVI. NOTICES

A. Any notice required or permitted by this Lease to be given by either Party to the other may be hand-delivered or sent by U.S. Mail, return receipt requested, with the sender retaining sufficient proof of having given such notice. No notice required or permitted by this Lease shall be effective if given only by electronic mail.

B. All notices required by this Lease, unless otherwise designated in writing, shall be given to:

Tenant:

Mailing Address:

City of Promise
708 Page Street
Charlottesville, Virginia 22903

Delivery Address:

City of Promise
708 Page Street
Charlottesville, Virginia 22903

Landlord:

Mailing Address:

Office of the City Manager
City of Charlottesville, Virginia
P.O. Box 911
Charlottesville, Virginia 22902
Attn: City Lease

Delivery Address:

Office of the City Manager
City of Charlottesville
605 E. Main Street, 2nd Floor
Charlottesville, VA 22902
Attn: City Lease

ARTICLE XXVII. QUIET ENJOYMENT

Upon payment by Tenant of all rent and other sums provided to be paid in this Lease, and the observance and performance of all the covenants, terms, and conditions on Tenant's part to be observed and performed, Tenant shall have the peaceful and quiet use of the Demised Premises, and all rights, servitudes, and privileges belonging to, or in any way appertaining thereto, or granted hereby for the terms stated, without hindrance, or interruption by Landlord or any other person or persons lawfully claiming by, through or under Landlord; subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XXVIII. NO IMPLIED WAIVERS

A waiver of any covenant or condition of this Lease shall extend to the particular instance only and in the manner specified and shall not be construed as applying to or in any manner waiving any further or other covenants, conditions, or rights hereunder.

ARTICLE XXIX. ESTOPPEL CERTIFICATES

Tenant agrees, at any time and from time-to-time, upon not less than five (5) days' prior written notice by Landlord, to execute, acknowledge, and deliver to Landlord a statement in writing (a) certifying that this Lease is in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications); (b) stating the dates to which the rent and other charges hereunder have been paid by Tenant; (c) stating whether or not to the best knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement, or condition contained in this Lease, and, if so, specifying each such default of which the Tenant may have knowledge; and (d) stating the address to which notices to Tenant should be sent. Any such statement delivered pursuant hereto may be relied upon by any owner, prospective purchaser, or financier of the Tenant's business.

ARTICLE XXX. NO PARTNERSHIP CREATED

Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of, or between, Landlord and Tenant, or to create any other relationship between the Parties hereto other than that of Landlord and Tenant.

ARTICLE XXXI. TENANT'S ORGANIZATION, AUTHORITY, AND NET WORTH

In the event Tenant is a corporation (including any form of professional association), partnership (general or limited), or other form of organization, other than an individual (each entity is individually referred to herein as "Organizational Entity"), then Tenant hereby covenants, warrants and represents: (1) that the individual executing this Lease is duly authorized to execute and/or attest and deliver this Lease on behalf of Tenant, in accordance with the organizational documents of Tenant;; (2) that this Lease is binding upon Tenant;; (3) that Tenant is duly organized and legally existing in the State of its organization, and is qualified to do business in the Commonwealth of Virginia;; and (4) that the execution and delivery of this Lease by Tenant will not result in any breach of, or constitute a default under any mortgage, deed of trust, lease, loan, credit agreement, partnership agreement, or other contract or instrument to which Tenant is a party, or by which Tenant may be bound. If Tenant is an Organizational Entity, upon request, Tenant will, prior to the Commencement Date, deliver to Landlord true and correct copies of such organizational documents of Tenant as may be requested by Landlord to verify Tenant's organizational structure and authority to execute this Lease, including, without limitation, copies of an appropriate resolution, or consent of Tenant's Board of Directors, or other appropriate governing body of Tenant authorizing or ratifying the execution and delivery of this Lease, which resolution or consent will be duly certified to Landlord's satisfaction by an appropriate individual

with authority to certify such documents, such as the Secretary, Assistant Secretary, or the Managing General Partner of Tenant.

ARTICLE XXXII. BROKERS

Tenant represents and warrants that Tenant has not dealt with any broker(s) in connection with this Lease and that, to the best of the Tenant's knowledge, no broker negotiated this Lease or is entitled to any commission in connection herewith. Tenant agrees to indemnify, defend, and hold harmless from and against any claims for a fee or commission made by any broker claiming to have acted by or on behalf of Tenant in connection with this Lease.

ARTICLE XXXIII. TENDER OF LEASE NOT AN OFFER TO LEASE; EXECUTION AND DELIVERY

Submission of this instrument for examination or signature by Tenant does not constitute a reservation of space or an option for space, and it is not effective until execution and delivery by both Landlord and Tenant. Execution and delivery of this Lease by Tenant to Landlord, with Tenant's signature, shall constitute an irrevocable offer by Tenant to lease the Demised Premises on the terms and conditions set forth herein, which offer may not be revoked for thirty (30) days after such delivery.

ARTICLE XXXIV. NO IMPLIED SURRENDER

Neither the delivery of keys to any employee of Landlord, Landlord's agent, or any employee thereof, nor the termination or expiration of any sublease or assignment for all or any portion of the Demised Premises, nor the abandonment of the Demised Premises by Tenant, shall operate as any termination of this Lease or an acceptance of surrender of the Demised Premises by Landlord, absent the explicit written agreement of the Landlord to same.

ARTICLE XXXV. LIMITATION OF LANDLORD'S LIABILITY

Landlord shall have the right in its sole and unrestrained discretion, to transfer and assign, in whole or in part, all of its rights and obligations in and to this Lease and/or the Lease or Property. The word "Landlord" is used in this Lease to include the Landlord named above, as well as its successors and assigns, each of whom shall have the same rights, remedies, powers, authorities, and privileges as it would have had, if originally signed this as Landlord. Any such person, whether or not named herein, shall have no liability hereunder after it ceases to hold title to the Demised Premises, except for obligations which may have theretofore accrued. Neither Landlord, nor any principal, member, officer, employee, or partner of Landlord, nor any owner of the Property, whether disclosed or nondisclosed, shall have any personal liability with respect to any of the provisions of this Lease, and neither Landlord, nor any parent or affiliate company, nor any principal, employee, officer, member, or partner of Landlord shall have any personal liability to Tenant for any liability of or claim against Landlord under this Lease beyond the equity of the Landlord in the Demised Premises and the Land.

ARTICLE XXXVI. ENTIRE AGREEMENT; MODIFICATION

- A. This Lease, together with Exhibits attached hereto, represents the entire understanding between the Parties, and there are no collateral, oral agreements, or understandings between the Parties as to any subject(s) herein contained.
- B. This Lease shall not be modified unless in writing of equal dignity signed by both Parties.

ARTICLE XXXVII. PARTIAL INVALIDITY

If any provision of this Lease, or the application thereof, to any person or circumstance shall to any extent be held void, unenforceable, or invalid, then the remainder of this Lease, or the application of such provision, to persons or circumstances other than those as to which it is held void, unenforceable, or invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

ARTICLE XXXVIII. BINDING EFFECT

It is agreed that all of the terms and conditions of this Lease are binding upon the Parties hereto, their administrators, heirs, successors, and assigns, unless otherwise specified herein. All terms and conditions herein are also covenants.

ARTICLE XXXIX. APPLICABLE LAW

This Lease shall be governed in all aspects by the laws of the Commonwealth of Virginia, notwithstanding its conflict of laws provisions.

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed by their duly authorized representatives, following below:

[Signature pages following]

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____

Samuel Sanders, Jr.

Title: City Manager

Date: _____

Funds are Available:

By: _____

Director of Finance

Date: _____

Approved as to Form:

By: _____

Office of the City Attorney

Date: _____

TENANT: CITY OF PROMISE

By: _____

Date: _____

Print Name: _____

Title: _____

Exhibit A
(Demised Premises)



Exhibit B

Facilities Definitions and Terms of Use

Facilities Definitions:

Building Grounds and Parking Lot: Building Grounds and Parking Lot is defined as facility use or related systems found outside the 20-foot building perimeter boundary. Systems to include parking lots and lighting, playgrounds and lighting, swimming pools and lighting, Trail or walkways and lighting, athletic fields and lighting, and grounds requiring irrigation and lawn services. All directional signage, trash or recycling containers, benches and comfort stations are included in this section.

Component Renewal: Preventive maintenance activities that recur on a periodic and scheduled cycle of greater than ten (10) years.

Corrective Maintenance: Unscheduled maintenance repairs to correct deficiencies, during the year in which they occur.

Custodial Services: Defined as services required to maintain interior and exterior building components in a sanitary and presentable condition. Services to include restroom cleaning and sanitizing, office waste removal and cleaning, common area cleaning and sanitizing, window cleaning, floor cleaning, and trash pick-up and discarding. LOS would be contingent on building profile, occupancy levels, and cleaning standards, as set forth by industry standards and guidelines.

Deferred Maintenance (DM): Maintenance that was not performed when it should have been, or when it was scheduled, and which, therefore, was put off or delayed for a future period. This DOES NOT include constructed asset deficiencies, where there is non-compliance to codes (e.g. life safety, ADA, OSHA, environmental, etc.) and other regulatory or Executive Order compliance requirements. It does include engineering and/or contracted A&E services that support planning, design, and execution of deferred maintenance activities.

Demolition: Dismantling and removal, or surplus of a deteriorated or otherwise unneeded asset or item of IBE, includes necessary clean-up work, during the year in which the need occurred.

Emergency Maintenance: Maintenance activities that are unscheduled repair, to include call outs, to correct an emergency need to prevent injury, loss of property, or return asset to service. These repairs are initiated within a very short time period from which the need is identified, usually within hours.

Exterior Building Envelope: The Exterior envelope is defined as the structural components of the building, including roof and supporting architecture, roof drainage systems, load bearing walls, foundation, plumbing and sewer systems, electrical distribution network, HVAC systems, including duct network and system controls, all affixed exterior lighting and controls. Exterior envelope can include up to a twenty (20)-foot perimeter from exterior walls that may contain walkways or building approaches, trash or recycling containers, walkway pole lighting, and perimeter foliage and irrigation.

Facility Event Make Ready and Breakdown Services: Defined as services required to set up or breakdown material to host events. Can include tables, chairs, lighting, custodial items, and HVAC modulations. After event cleaning services are standalone services that are not part of normally scheduled custodial services or provisions.

FF&E or FFE: Furniture, Fixtures and Equipment. Defined as movable furniture, fixtures, or other equipment that have no permanent connection to the structure of the building and can be owner or tenant furnished.

HVAC: Heating Ventilation and Air-Conditioning. Defined as any number of integrated or dedicated systems designed, and employed, to manage various air environmental conditions in a defined space or area.

Interior Building Envelope, Conditioned Spaces: The interior envelope for conditioned spaces includes all building fixtures, furnishings, or equipment (FF&E) integrated, but without dependency on, the structural makeup or components of the building model. Interior envelope can include floors, ceiling panels and gridwork, wallboard and finishes, non-architectural equipment such as appliances, sound systems, door hardware, alarm systems, IT Systems and lighting. The Interior envelope for conditioned spaces will always have HVAC systems servicing the space but may also include passive solar or natural lighting systems.

Interior Building Envelope, Unconditioned Spaces: The Interior envelope for unconditioned spaces can include all elements as found in the Interior envelope for conditioned spaces, but without artificial HVAC systems. Spaces can include warehouses, storerooms, pool pump and mechanical rooms and stand-alone sheds. Space can include passive solar systems or re-directional natural lighting design.

Level of Service (LOS): Level of Service as recommended by manufacturer, Best Practices as demonstrated through industry standards, or recommendations presented by prevailing Building or Equipment management. LOS can vary between facility due to equipment or building profile, environmental conditions, or previous maintenance activity.

Maintenance: Maintenance to repair unscheduled and scheduled deficiencies during the time period in which they occur. This includes preventive maintenance for buildings, structures, and installed building equipment (IBE) as recommended by the manufacturer. It also includes engineering and/or contracted Architectural and Engineering (A&E) services that support planning, design, and execution of maintenance activities.

Mobile Equipment Maintenance: All corrective, preventive, emergency, replacement, etc., maintenance done on mobile equipment assets, those assets directly contributing to the Real Property/Facility Maintenance mission.

OSHA: Occupational Safety and Health Administration. Responsible for setting and enforcing workplace safety and health standards in the United States. The Agency was created in 1970 by the Occupational Safety and Health Act (OSH Act) and is a division of the U.S. Department of Labor.

NFPA: National Fire Protection Agency. A global self-funded nonprofit organization, established in 1896, devoted to eliminating death, injury, property, and economic loss due to fire, electrical, and related hazards.

Preventive Maintenance: Scheduled servicing, repairs, inspections, adjustments, and replacement of parts that result in fewer breakdowns and fewer premature replacements and achieve the expected life of constructed assets and IBE. These activities are conducted with a frequency of one (1) year or less.

Recurring Maintenance: Preventive maintenance activities that recur on a periodic and scheduled cycle of greater than one (1) year, but less than ten (10) years.

Shared Spaces: Mechanical, closets, or other shared space utilized concurrently by two (2) or more contract participants on an ongoing or consistent manner.

Weather Related Services:

- Snow removal services
- Building perimeter: pedestrian
- Building vehicular traffic including loading docks
- High Wind
- Rain Events

Definitions Pertaining to Facility Use Conditions:

Assignable Area:

- **Definition:** The sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use.
- **Description:** Included should be space subdivisions, as applicable, of the ten major room use categories for assignable space – classrooms, labs, offices, study facilities, special use, general use, support, health care, residential, and unclassified – that are used to accomplish the organization’s mission.

Building Service Area:

- **Definition:** The sum of all areas on all floors of a building used for custodial supplies, sink room, housekeeping closets, and for occupant rest rooms.
- **Description:** Included should be housekeeping closets or similarly small cleanup spaces, maintenance material storage areas, trash collection points exclusively devoted to the storage of nonhazardous waste created by the building occupants. Loading docks for the explicit use for material pick up or delivery.

Circulation Area:

- **Definition:** The sum of all areas on all floors of a building required for physical access to some subdivision of space, whether physically bounded by partitions or not.
- **Description:** Included should be, but is not limited to, public corridors, fire towers, elevator lobbies, tunnels, bridges, and each floor's footprint of elevator shafts, escalators, and stairways. Areas deemed ingress/egress as defined by the City's Fire Marshall's Office.

Electrical Panel/Fire Alarm Control Panel:

- **Definition:** The sum of all areas on all floors of a building designed to house electrical sub-panels, fire protection controls, and security controls integrated into the building operations.
- **Description:** Including electrical distribution sub-panels, Fire Alarm Panel, and Security or Access Control Panels.

Mechanical Area:

- **Definition:** The sum of all areas on all floors of a building designed to house mechanical equipment, utility services, and shaft areas.
- **Description:** Included should be mechanical areas such as HVAC equipment, electrical switch gear and transformers, domestic hot water heaters, or boilers.

Non-Assignable Area:

- **Definition:** The sum of all areas on all floors of a building not available for assignment to an occupant or for specific use, but necessary for the general operation of a building.
- **Description:** Included should be space subdivisions – building service, circulation, and mechanical.

Facilities Terms of Use:

All Conditions set forth in this 'Terms of Use' are understood by the Tenant to be part of the Lease as executed between the City and Tenant and are instituted to supplement agreed to limitations on facility use as set forth in the executed Lease.

Terms of Use:

- **General Conditions:**
 - No food products are to remain in an open and unsealed condition at end of business, where promotion of insect or other pest infestations could occur.

- Gates, or other facility modifications for the purpose of securing areas, are not authorized without explicit authorization from the City's Facilities Maintenance, and only after review and approvals from the City's Fire Marshalls Office.
 - Building Fire and Evacuation Drills to be administered in accordance to City Fire Marshall requirements; including, but not limited to, conformance of all Fire Marshall Regulations for ingress/egress routes.
 - Tenant shall have forty-eight (48) hours to correct any space deficiencies, unless otherwise approved by City Facilities Maintenance.
- **Custodial Services:**
 - Tenant to submit in writing upon request, a cleaning service schedule sufficiently detailed to address facility occupancy in all Assignable Areas.
 - Janitorial and sanitizing cleaning agents must only be used and in the manner specified by the product manufacturer.
 - Cleaning agents used for the purpose of cleaning and sanitizing Assignable Areas, must be pre-approved by City Facilities Maintenance Custodial Services.
 - All cleaning chemicals must be stored in accordance to standards through OSHA, NFPA and Industry Best Practices and limited to storing in Building Service Areas.
- **Chemical Management:**
 - An inventory of all stored chemicals used by tenant must be made available to City Facilities.
 - City Facilities Maintenance reserves the right to deny storage of any chemical or otherwise volatile material that presents a clear hazard to building and/or occupants.
 - A Safety Data Sheet (SDS) for each stored chemical must be displayed in a visible and easily assessable station near stored chemicals.
 - Chemical agents must not be stored on any wood, or otherwise absorbent material, and must be stored on City Facilities Maintenance approved shelving systems in a manner consistent with OSHA, NFPA and Industry standards and best practices.
 - Dry goods or other cardboard boxed items to be stored in a manner consistent with industry best practices and in accordance with City Fire Marshall requirements.
 - Floor surface to remain clean and clear of any material that presents hazards or rite of passage concerns in all Assignable, Circulation, and Building Service Areas.
- **Lighting:**
 - All lighting fixtures must contain a full contingent of light products as specified by the light fixture. No failed or diminished light bulbs in lighting fixtures.
 - Light fixture diffusers must be periodically cleaned to promote a safe and healthy environment.
- **Boiler and Mechanical Rooms:**
 - Tenant shall not use and under any circumstance, any space in areas containing Boiler, Mechanical, or main electrical switch gear. Mechanical Areas to be accessible by City Facilities Maintenance Staff only, unless otherwise authorized by City Facilities Maintenance.

- **Electrical Panel/Fire Alarm Control Panel (FACP):**
 - Electrical Panel and FACP closets are not authorized to be used for storage by the tenant as found in Mechanical Areas.
 - Electrical Sub-Panel closets may be conditionally used and only under authorization from City Facilities Maintenance.

- **Circulation Areas:**
 - Under no conditions will stairways and stairway landings be used for storage, or as an interim space for inventory replenishment.
 - No non-emergency or non-directional signage or communication notices are authorized to be placed on walls or on any free-standing easels on stairway landings.
 - All circulation areas are to be free of obstructions and kept clean in accordance with Industry Best Practices.
 - Conformance to all Fire Marshall Regulations regarding Ingress/Egress routes.

- **Heating, Ventilation and Air Conditioning (HVAC):**
 - Systems common, or shared with other Tenants, are considered “Common Infrastructure,” and are the responsibility of the City to maintain.
 - Systems servicing Tenant spaces only, are considered “Dedicated Systems” and are typically smaller units such as residential or window units.
 - The Tenant is responsible for changing the Air Filter on a quarterly basis as determined by City Facilities Maintenance procedures. A written filter changing log is to be maintained and provided to the City upon request.
 - Repair and Maintenance of the system will be the responsibility of the City.
 - The Tenant is responsible for submitting a work request to the City, to address any equipment concerns.
 - HVAC system operation will integrate energy and water management principles to optimize building performance and meet operational needs while supporting comfort and health. In support of this, the following provisions shall be implemented:
 - **Mandatory Provisions:**
 - During occupied hours, all thermostatically controlled heating/air conditioning units in City-owned/maintained facilities will be cooled or heated to a pre-determined temperature range:

Heating Season: 68 – 72 degrees F
Cooling Season: 72 – 76 degrees F.
 - During unoccupied hours, all thermostatically controlled heating/air conditioning units in City-owned/maintained facilities shall be set back to the following temperatures:

Heating Season: 55 degrees F
Cooling Season: 80 degrees F
 - “Tampering” with thermostats and temperature sensors to provide a false temperature reading is prohibited.
 - Building occupants and staff shall keep exterior doors closed while the air conditioning and heating systems are operating. A consultation with the City’s Department of Public Works and/or Energy and Water Management

Team is required, if routine prolonged openings (fifteen (15) minutes or longer) are necessary to meet operational needs. Doors between conditioned and unconditioned spaces should remain closed.

- All work areas which are open to the elements (*e.g.*, equipment repair shops, vehicle wash facilities) or are otherwise not intended for daily occupancy by employees or visitors, shall be heated/cooled to the extent required to accommodate temporary occupants and protect any equipment or material within the structure.

- Recommended best Practices:

- Building occupants should keep windows closed while the air conditioning and heating systems are on.
- Building occupants and staff should refrain from placing obstructing furniture or furnishings near thermostats, temperature sensors, and air vents or grills.

- **Repair and Maintenance:**

- Space modifications or request for new service, including HVAC, Electrical, Plumbing, or any other building trades not mentioned here, are not the responsibility of the City and should follow the requirements as stated in the Lease with the Tenant.
- All request for space modifications or installations for new service in any of the Facilities Trades, must be submitted in writing for review by the City, in accordance with the Lease. All facility work must be approved by the City Facilities Maintenance Division.
- All request for facility repairs / maintenance, must be submitted thru a City Property Management email.
 - shifflettjo@charlottesville.gov or <https://webnotifications.charlottesville.gov> (if previous account established)
 - Tenant will receive a notification of request receipt within twenty-four (24) hours
 - Request review and follow up may include a direct call from City Facilities Maintenance to inform the Tenant of next steps
 - An email sent to the Tenant's designated email address will inform the Tenant of the Work Order next steps.
 - Once a Work Order is placed, City Facilities Maintenance will address the issue on a prioritized system governed by resource allotment and industry best practices.
- Emergency requests are understood to mean request that, if not acted upon will result in bodily injury, loss, or disruption of business, or a detrimental effect on City property.
 - Tenants are advised to call City Facilities Maintenance direct at:
 - (434) 970-3651, during normal business hours from 7:30 am to 4:00 pm; Monday – Friday
 - (434) 972-1999, emergency dispatch after hours number (4:00 pm to 7:30 am, Monday – Friday and Saturday, Sunday, or holiday(s).

Exhibit C

(Tenant's Non-Profit Status)

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

MAY 17 2019

CITY OF PROMISE INC
708 PAGE STREET
CHARLOTTESVILLE, VA 22903

Employer Identification Number:
83-1439722

DLN:

17053098317009

Contact Person:

FAITH E CUMMINS

ID# 31534

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

June 30

Public Charity Status:

170(b)(1)(A)(vi)

Form 990/990-EZ/990-N Required:

Yes

Effective Date of Exemption:

July 26, 2018

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

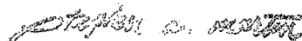
For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

-2-

CITY OF PROMISE INC

Sincerely,

A handwritten signature in dark ink, appearing to read "Stephen D. Smith". The signature is written in a cursive, somewhat stylized font.

Director, Exempt Organizations
Rulings and Agreements

Letter 947

Policy Briefing Summary

City Council



Regarding:	Resolution Authorizing Agreement with Charlottesville-Albemarle Airport Authority for Provision of Legal Services by City Attorney's Office
Staff Contact(s):	John Maddux, City Attorney
Presenter:	John Maddux, City Attorney
Date of Proposed Action:	August 3, 2026

Issue

Whether City Council should approve an Agreement for Legal Services between the City of Charlottesville and the Charlottesville-Albemarle Airport Authority.

Background / Rule

The City Attorney's Office has provided legal services to the Airport Authority for many years. Based on the records currently available, however, that arrangement does not appear to have been formalized in a written agreement. In addition, the compensation paid to the City for those services has not been updated in many years, if ever.

The proposed agreement formalizes the existing relationship and establishes the scope of services, compensation, responsibilities of the parties, and procedures for addressing conflicts of interest, outside counsel, amendments, and termination.

Analysis

The agreement provides a clear and current framework for a longstanding relationship between the City Attorney's Office and the Airport Authority. It defines the legal services included within the arrangement and updates the compensation paid to the City to better reflect the scope and value of those services.

Under the agreement, the City Attorney's Office will provide general legal services concerning matters such as governance, public meetings and records, contracts, procurement, leases, real estate, employment, regulatory compliance, negotiations, claims, and routine operational matters.

The agreement does not require the City to assign a particular attorney or provide a dedicated attorney to the Authority. The City Attorney will retain responsibility for assigning personnel and allocating office resources, and Authority matters will not take priority over City matters.

Certain services are excluded from the annual fee, including litigation, bond counsel and public-finance services, specialized federal aviation work, complex labor or employment matters, and other matters requiring specialized outside expertise. The Authority will be responsible for retaining and paying outside counsel when necessary.

The agreement also addresses potential conflicts between the City and the Authority.

The City Attorney's Office will not represent the Authority in a matter adverse to the City and may decline, limit, or withdraw from representation when required by law or applicable professional obligations. This arrangement allows the Authority to continue benefiting from the City Attorney's Office's institutional knowledge while protecting the City's ability to manage staffing, workload, conflicts,

and outside-counsel needs.

Financial Impact

For FY 2027, the Authority will pay the City an annual legal services fee of \$75,000, payable in four equal quarterly installments.

For subsequent fiscal years, the annual fee will be:

- FY 2028: 1.00 percent of the Authority's annual operating budget;
- FY 2029: 1.25 percent of the Authority's annual operating budget; and
- FY 2030 and thereafter: 1.50 percent of the Authority's annual operating budget.

The annual fee may not be less than the amount paid during the preceding fiscal year unless the parties agree otherwise in writing. The Authority will also be responsible for outside-counsel fees and other third-party expenses incurred on its behalf. The agreement does not authorize any new City position or require an additional City appropriation.

Recommendation

Staff recommends that City Council adopt the proposed resolution approving the Agreement for Legal Services between the City of Charlottesville and the Charlottesville-Albemarle Airport Authority and authorizing the Mayor to execute the agreement.

Recommended Motion (if Applicable)

I move to adopt the resolution approving the Agreement for Legal Services between the City of Charlottesville and the Charlottesville-Albemarle Airport Authority and authorizing the Mayor to execute the agreement.

Attachments

1. Resolution Approving Legal Services Agreement
2. CHO Agreement for Legal Services - V1

RESOLUTION APPROVING AN AGREEMENT FOR LEGAL SERVICES BETWEEN THE
CITY OF CHARLOTTESVILLE AND THE CHARLOTTESVILLE-ALBEMARLE AIRPORT
AUTHORITY

WHEREAS, the Charlottesville City Attorney's Office currently provides legal services to the Charlottesville-Albemarle Airport Authority; and

WHEREAS, the City and the Authority desire to formalize that arrangement and establish the scope of services to be provided, the compensation to be paid to the City, and the other terms governing the representation; and

WHEREAS, City Council finds that continuation of this arrangement is in the best interests of the City and the Authority;

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

1. The Agreement for Legal Services between the City of Charlottesville and the Charlottesville-Albemarle Airport Authority is hereby approved in substantially the form presented to City Council.
2. The Mayor is authorized to execute the Agreement on behalf of the City, following approval as to form by the City Attorney, with such minor or technical revisions as the City Attorney determines are necessary and consistent with this Resolution.
3. The Agreement shall be effective as of July 1, 2026, as provided in the Agreement, and City Council hereby ratifies the continuation of legal services provided to the Authority on and after that date pending execution of the Agreement.

AGREEMENT FOR LEGAL SERVICES
BETWEEN THE CITY OF CHARLOTTESVILLE, VIRGINIA, AND THE
CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY

THIS AGREEMENT FOR LEGAL SERVICES (“Agreement”) is entered into this ____ day of _____, 2026, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation and political subdivision of the Commonwealth of Virginia (“City”), by and through the **COUNCIL OF THE CITY OF CHARLOTTESVILLE, VIRGINIA** (“City Council”), and the **CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY**, a political subdivision of the Commonwealth of Virginia (“Authority”); (collectively, “Parties”; individually, “Party”).

WHEREAS, the Authority owns and operates the Charlottesville-Albemarle Airport (“Airport”); and

WHEREAS, the Charlottesville City Attorney’s Office (“CAO”) currently provides legal services to the Authority; and

WHEREAS, the Parties desire to formalize that arrangement in writing and to establish the scope of services, the compensation to be paid by the Authority to the City, and the terms under which the CAO will continue providing legal services to the Authority; and

WHEREAS, the Parties acknowledge that the CAO has developed substantial institutional knowledge regarding the Airport and the Authority, and that continued legal representation by the CAO is expected to provide the Authority with efficient, high-quality, and cost-effective legal services.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. Term

1.1. This Agreement shall begin on July 1, 2026, and shall continue through June 30, 2031, unless terminated earlier as provided herein.

1.2. After the initial term, this Agreement shall automatically renew for successive one (1)-year terms, unless either Party provides written notice of non-renewal at least one hundred eighty (180) days before the end of the then-current fiscal year.

2. Legal Services to Be Provided

2.1. Subject to the terms, exclusions, and limitations in this Agreement, the City, through the CAO, shall provide general legal services to the Authority.

2.2. General legal services may include, but are not limited to:

- a. Legal advice to the Authority Board, the Chief Executive Officer, and Authority staff concerning Authority governance, public body requirements, contracts, procurement, leases, real estate, employment matters, public records, public meetings, conflicts of interest, and other matters affecting the Authority;

- b. Preparation or review of resolutions, contracts, leases, memoranda of understanding, policies, ordinances, procedures, and other legal documents;
- c. Attendance at Authority Board meetings, staff meetings, and other meetings as reasonably requested by the Authority and as scheduling permits;
- d. Legal advice concerning the Authority's compliance with applicable federal, state, and local laws;
- e. Coordination with Authority staff and consultants on routine operational, administrative, procurement, personnel, governance, and contractual matters; and
- f. Assistance with negotiations, claims, disputes, and pre-litigation matters, provided that such services do not involve a conflict of interest or fall within the excluded services set forth in Section 3.

2.3. The City Attorney shall determine which attorney or staff member within the CAO will provide any particular service. Nothing in this Agreement requires the City to assign any particular attorney to the Authority, to provide a dedicated full-time attorney to the Authority, or to maintain any particular staffing arrangement for Authority matters. The Authority acknowledges that legal services under this Agreement are provided by the CAO as an office and not by any individual attorney or staff member. The Parties further acknowledge that continuity of legal services depends on the City's ability to retain, supervise, and allocate CAO personnel in the City Attorney's discretion.

2.4. All attorneys and staff assigned to provide services under this Agreement shall remain employees of the City and shall remain subject to the supervision and control of the City Attorney.

2.5. The City Attorney shall be responsible for administering the legal services relationship on behalf of the City. The Authority's ordinary requests for legal services shall be directed to the City Attorney or to attorneys or staff designated by the City Attorney.

2.6. To the extent administrative coordination with the City Manager's Office is necessary or appropriate, such coordination shall occur through Deputy City Manager James Freas, or another Deputy City Manager or City official designated by City Council or the City Attorney. The City Manager shall not be required to act for the City under this Agreement.

3. Excluded Services

3.1. Unless otherwise agreed in writing by the Parties, the following services are not included within the annual fee paid under this Agreement:

- a. Litigation, arbitration, administrative hearings, or contested proceedings before any court, agency, board, commission, or tribunal, other than initial assessment, advice, and coordination;
- b. Bond counsel services, disclosure counsel services, tax-exempt financing advice, or other specialized public finance work;

- c. Specialized federal aviation regulatory work requiring outside expertise;
- d. Specialized environmental, construction, engineering, land acquisition, condemnation, title, survey, or financing work requiring outside expertise;
- e. Complex employment litigation, collective bargaining, labor arbitration, or other specialized employment matters requiring outside expertise;
- f. Matters in which the City Attorney determines that the CAO has a conflict of interest or cannot provide representation consistent with applicable ethical obligations;
- g. Any matter materially adverse to the City, City Council, the CAO, any City department, or any City officer or employee; and
- h. Any matter for which the City Attorney determines that outside counsel is necessary or advisable because of workload, expertise, risk, timing, conflict, or other professional considerations.

3.2. The Authority may retain outside counsel for excluded services at its own expense.

3.3. The CAO may assist the Authority in identifying, coordinating with, and managing outside counsel, provided that doing so is consistent with applicable ethical obligations and the CAO has capacity to do so.

3.4. The Authority shall be responsible for all fees, costs, and expenses charged by outside counsel, consultants, experts, court reporters, mediators, arbitrators, filing offices, title companies, or other third parties unless the Parties agree otherwise in writing.

4. **Compensation**

4.1. In consideration for the legal services provided under this Agreement, the Authority shall pay the City an annual legal services fee.

4.2. For the fiscal year beginning July 1, 2026, and ending June 30, 2027, the annual legal services fee shall be Seventy-Five Thousand Dollars (\$75,000).

4.3. For subsequent fiscal years, the annual legal services fee shall be calculated as follows:

Fiscal Year	Annual Legal Services Fee
FY 2028	1.00% of the Authority's Annual Operating Budget
FY 2029	1.25% of the Authority's Annual Operating Budget
FY 2030 and each fiscal year thereafter	1.50% of the Authority's Annual Operating Budget

4.4. Notwithstanding Section 4.3, the annual legal services fee for any fiscal year after FY 2027 shall not be less than the annual legal services fee paid for the immediately preceding fiscal year, unless the Parties agree otherwise in writing.

4.5. For purposes of this Agreement, "Annual Operating Budget" means the Authority's adopted operating budget for the applicable fiscal year, excluding capital project budgets,

bond proceeds, federal or state capital grants, passenger facility charge funds restricted to capital projects, customer facility charge funds restricted to capital projects, depreciation, debt service, interfund transfers, reserves, and other non-operating or restricted funds unless the Parties agree in writing to include them.

4.6. The Authority shall provide the City Attorney with a copy of its adopted Annual Operating Budget within thirty (30) days after adoption.

4.7. If the Authority has not adopted its Annual Operating Budget by the beginning of a fiscal year, the City may invoice the Authority based on the most recently adopted Annual Operating Budget. The Parties shall reconcile any difference after the applicable Annual Operating Budget is adopted.

4.8. The City shall invoice the Authority quarterly in four (4) equal installments, unless the Parties agree in writing to a different payment schedule. Each invoice shall be due and payable within thirty (30) days after receipt. Invoices shall be directed to the Authority's Chief Financial Officer or to another finance contact designated by the Authority in writing.

4.9. The annual legal services fee is intended to compensate the City for general legal services under this Agreement. The City is not required to maintain hourly billing records for services provided under this Agreement.

4.10. If the Authority's need for legal services materially exceeds the level of services reasonably contemplated by this Agreement, the Parties shall confer in good faith regarding whether additional compensation, outside counsel, or another arrangement is appropriate.

5. Nature of Representation

5.1. The CAO represents the Authority as an organization acting through its duly authorized Board, officers, and employees.

5.2. This Agreement does not create an attorney-client relationship between the CAO and any individual Authority Board member, officer, employee, contractor, consultant, tenant, vendor, airline, passenger, or member of the public.

5.3. This Agreement does not create an attorney-client relationship between the CAO and the County of Albemarle, Virginia ("County"), the University of Virginia ("UVA"), or any officer, employee, or representative of either entity.

5.4. The Parties acknowledge that the CAO also represents the City, including City Council, the CAO, City departments, City officers, and City employees.

5.5. The CAO shall not represent the Authority in any matter in which such representation would be prohibited by applicable law or the Virginia Rules of Professional Conduct.

5.6. If the City Attorney determines that a conflict of interest exists, may exist, or is likely to develop, the City Attorney may decline, limit, or withdraw from representation of the Authority in the affected matter. In such event, the Authority shall be responsible for retaining and paying outside counsel for that matter.

5.7. The Parties acknowledge that certain matters may involve shared or overlapping interests among the Authority, the City, the County, and UVA. The City Attorney shall determine, consistent with applicable ethical obligations, whether the CAO may provide legal services to the Authority in any such matter.

5.8. In any matter involving an actual or potential dispute between the Authority and the City, the CAO will not represent the Authority against the City. The Authority shall retain separate counsel at its own expense for any such matter.

5.9. The Parties acknowledge that the Charlottesville City Manager serves as a member of the Authority's governing body. In that capacity, the City Manager acts as a member of the Authority's governing body and not as the City's representative for purposes of this Agreement. No action, inaction, vote, statement, direction, approval, or communication by the City Manager in connection with Authority business shall bind the City under this Agreement, unless separately authorized by City Council.

5.10. The City Manager shall not execute this Agreement on behalf of the City, approve amendments to this Agreement on behalf of the City, receive formal notices on behalf of the City under this Agreement, resolve disputes on behalf of the City under this Agreement, or direct the provision of legal services by the CAO to the Authority. Those functions shall be performed by City Council, the City Attorney, or another City official expressly authorized under this Agreement.

6. Confidentiality, Privilege, and Records

6.1. Communications between the CAO and the Authority made for the purpose of seeking or providing legal advice shall be treated as privileged and confidential to the extent permitted by law.

6.2. The Parties acknowledge that both the City and the Authority are public bodies subject to the Virginia Freedom of Information Act, the Virginia Public Records Act, and other applicable laws governing public records.

6.3. Nothing in this Agreement shall be construed to require disclosure of records, communications, or information protected by the attorney-client privilege, the attorney work-product doctrine, or any other applicable privilege, exemption, or protection.

6.4. The CAO may maintain copies of Authority-related legal files, correspondence, memoranda, notes, and other records as necessary or appropriate for legal, ethical, administrative, or records-retention purposes.

6.5. Upon termination of this Agreement, the CAO shall reasonably cooperate with the Authority and any successor counsel to transition pending matters, subject to applicable law, privilege, confidentiality obligations, and records-retention requirements.

7. Authority Responsibilities

7.1. The Authority shall cooperate with the CAO and provide timely access to information, documents, staff, consultants, and other resources reasonably necessary for the CAO to provide legal services under this Agreement.

7.2. The Authority shall timely notify the CAO of matters requiring legal review, including matters involving litigation risk, regulatory deadlines, public meetings, procurement issues, contracts, employment concerns, real estate matters, grant compliance, and other issues for which legal advice may be necessary.

7.3. The Authority shall be responsible for making all policy, business, operational, financial, and administrative decisions. The CAO shall provide legal advice, but shall not exercise management authority over the Authority.

7.4. The Authority shall designate the Chief Executive Officer, or another official approved by the Authority Board, as the primary point of contact for legal services under this Agreement. The City's primary point of contact for legal services shall be the City Attorney. To the extent coordination with City administration is required, the City's point of contact shall be Deputy City Manager James Freas, or another Deputy City Manager or City official designated by City Council or the City Attorney.

8. City Responsibilities

8.1. The City shall make the CAO reasonably available to provide the services described in this Agreement.

8.2. The CAO shall provide legal services in a professional manner consistent with applicable law, ethical obligations, and the standards applicable to public-sector legal counsel.

8.3. The CAO shall use reasonable efforts to respond promptly to Authority requests, taking into account the nature of the request, applicable deadlines, attorney availability, workload, conflicts, and the needs of the City.

8.4. Nothing in this Agreement shall require the CAO to prioritize Authority matters over City matters. The City Attorney shall retain discretion to allocate office resources.

9. No Assumption of Liability

9.1. Except for the obligations expressly set forth in this Agreement, nothing in this Agreement shall be construed as the City assuming any debt, liability, obligation, duty, or responsibility of the Authority.

9.2. Except for the obligations expressly set forth in this Agreement, nothing in this Agreement shall be construed as the Authority assuming any debt, liability, obligation, duty, or responsibility of the City.

9.3. Nothing in this Agreement shall be construed as a waiver of sovereign immunity, governmental immunity, official immunity, qualified immunity, or any other defense, privilege, limitation, or protection available to either Party or to their respective officers, employees, agents, or representatives.

9.4. Nothing in this Agreement shall create any right, claim, cause of action, or third-party beneficiary status in favor of any person or entity that is not a Party to this Agreement.

10. Termination

10.1. Either Party may terminate this Agreement without cause by providing at least one hundred eighty (180) days' written notice to the other Party. For the City, any decision to terminate this Agreement shall be made by City Council or by such City official as City Council may expressly authorize.

10.2. The City may terminate this Agreement upon sixty (60) days' written notice, if the Authority fails to make a required payment and does not cure the failure within that sixty (60)-day period.

10.3. The City may terminate this Agreement, or may suspend or limit services under this Agreement, if the City Attorney determines that continued representation of the Authority would violate applicable law, the Virginia Rules of Professional Conduct, or other binding ethical obligations.

10.4. Upon termination, the annual legal services fee shall be prorated through the effective date of termination. Any unpaid prorated amount shall be due within thirty (30) days after the effective date of termination.

10.5. Termination of this Agreement shall not relieve the Authority of responsibility for fees, costs, or expenses incurred before the effective date of termination.

11. Notices

11.1. Any notice required under this Agreement shall be in writing and delivered by hand, by certified mail, by nationally recognized overnight delivery service, or by email with confirmation of receipt, to the following:

For the City:

City Council
City of Charlottesville
605 East Main Street
Charlottesville, Virginia 22902
c/o Clerk of Council
Email: thomaskn@charlottesville.gov

With a copy to:

City Attorney
City of Charlottesville, Virginia
605 East Main Street
Charlottesville, Virginia 22902
Email: madduxj@charlottesville.gov

And, for administrative coordination only:

Deputy City Manager James Freas
City of Charlottesville, Virginia
605 East Main Street
Charlottesville, Virginia 22902
Email: freasj@charlotteville.gov

For the Authority:

Jason Burch

Chief Executive Officer
Charlottesville-Albemarle Airport Authority
100 Bowen Loop, Suite 200
Charlottesville, Virginia 22911
Email: jburch@gocho.com

11.2. A Party may change its notice address by providing written notice to the other Party in accordance with this section.

12. Approvals and Authority

12.1. This Agreement is subject to approval by City Council and the Authority Board.

12.2. The City Manager's service on the Authority Board shall not constitute approval of this Agreement by the City and shall not authorize the City Manager to act for the City in connection with this Agreement.

12.3. Each person signing this Agreement represents that he or she has been duly authorized to execute this Agreement on behalf of the Party for whom he or she signs.

13. Amendment

This Agreement may be amended only by a written instrument signed by both Parties after approval by City Council and the Authority Board.

14. Assignment

Neither Party may assign this Agreement without the prior written consent of the other Party.

15. Governing Law and Venue

This Agreement shall be governed by the laws of the Commonwealth of Virginia. Any action arising out of this Agreement shall be filed in a court of competent jurisdiction in the Commonwealth of Virginia.

16. Entire Agreement

This Agreement constitutes the entire agreement between the Parties concerning the provision of legal services by the City to the Authority and supersedes all prior oral or written understandings, practices, formulas, arrangements, or agreements concerning such services and compensation.

17. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

18. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. Signatures transmitted electronically shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

CITY OF CHARLOTTESVILLE, VIRGINIA,
acting by and through its City Council.

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

Attest:

By: _____
Clerk of Council
Date: _____

Approved as to form:

By: _____
City Attorney
Date: _____

CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY

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

Attest:

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