



**CITY COUNCIL AGENDA**  
**June 6, 2011**

**6:30 – 7:00 p.m.**

Closed session as provided by Section 2.2-3712 of the Virginia Code  
(Second Floor Conference Room)

**TYPE OF ITEM**

**SUBJECT**

**CALL TO ORDER**  
**PLEDGE OF ALLEGIANCE**  
**ROLL CALL**

**AWARDS/RECOGNITIONS**

National Public Works Week, Customer Service Employee Recognition; Bike Week;  
Charlottesville City Scholarship Program

**ANNOUNCEMENTS**

**MATTERS BY THE PUBLIC**

Public comment will be permitted until 7:35 p.m. (limit of 3 minutes per speaker) and at the end of the meeting on any item, including items on the agenda, provided that a public hearing is not planned or has not previously been held on the matter. Persons are asked to sign up in advance of the start of the meeting.

**COUNCIL RESPONSES TO MATTERS BY THE PUBLIC**

**1. CONSENT AGENDA\***

(Items removed from the consent agenda will be considered at the end of the regular agenda.)

a. Minutes of May 16

b. **APPROPRIATION:** \$187,500 – Market Street Parking Garage - Replacement of PARC Equipment  
(2<sup>nd</sup> of 2 readings)

c. **APPROPRIATION:** \$23,000 – 2010 State Homeland Security Program Grant (Hazmat)  
(2<sup>nd</sup> of 2 readings)

d. **APPROPRIATION:** \$119,000 – Grant – Azalea Park Storm Water Wetland Project (1<sup>st</sup> of 2 readings)

e. **APPROPRIATION:** \$386,000 – Charlottesville High School Solar Power System – Appropriation of Grant  
Funds and Local Cash Match (1<sup>st</sup> of 2 readings)

f. **APPROPRIATION:** Approval and Appropriation of CDBG & HOME funds for FY 2011-2012  
(1<sup>st</sup> of 2 readings)

g. **APPROPRIATION:** \$751,016 – Amendments to FY 2012 Adopted City Schools General Fund and Grant  
& Other Governmental Funds Budget (1<sup>st</sup> of 2 readings)

h. **APPROPRIATION:** \$3,000 – Player for Life Grant from the US Gold Association (1<sup>st</sup> of 2 readings)

i. **RESOLUTION:** Transfer of Funds to CATEC-VDOT Land Take Funds - \$120,086.13 (1<sup>st</sup> of 1 reading)

j. **ORDINANCE:** 14 and Under Helmet Ordinance (2<sup>nd</sup> of 2 readings)

k. **ORDINANCE:** Street Closure – Closing of a portion of Seminole Court (1<sup>st</sup> of 2 readings)

l. **ORDINANCE:** Zoning Text Amendment – Assisted Living Facilities (1<sup>st</sup> of 2 readings)

m. **ORDINANCE:** Sunrise Park PUD (1<sup>st</sup> of 2 readings)

n. **ORDINANCE:** Homeowner Tax Relief Grant (2011) (1<sup>st</sup> of 2 readings)

**2. PUBLIC HEARING/  
RESOLUTION\***

Discovery Museum Carousel Lease (1<sup>st</sup> of 1 reading)

**3. REPORT/RESOLUTION\***

McIntire Park Master Plan Amendment (West) (1<sup>st</sup> of 1 reading)

**4. REPORT/RESOLUTION\***

McIntire Park Master Plan Authorization (East) (1<sup>st</sup> of 1 reading)

**5. REPORT/ORDINANCE\***

Utility Rates (1<sup>st</sup> of 2 readings)

**6. REPORT**

Charlottesville Youth Internship Program (CYIP) Report

**OTHER BUSINESS**  
**MATTERS BY THE PUBLIC**

Limit of 3 minutes per speaker.

**APPROPRIATION**  
**Market Street Parking Garage Equipment Replacement**  
**\$187,500**

**WHEREAS**, the Market Street Parking Garage is owned by the City of Charlottesville and operated under contract by Charlottesville Parking Center, Inc. (CPC); and

**WHEREAS**, in anticipation of the need for new parking and revenue control equipment at the garage, The Office of Economic Development directed CPC to create an equipment reserve fund and make annual contributions to this account; and

**WHEREAS**, the City now intends to issue a contract to replace the existing PARC equipment in the Market Street Parking Garage.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that a total of \$187,500 will be transferred to the City from CPC and be appropriated in the following manner:

**Revenues - \$187,500**

Fund: 425                      WBS: P-00647                      G/L Account: 451999

**Expenditures - \$187,500**

Fund: 425                      WBS: P-00647                      G/L Account: 599999

**APPROPRIATION**

2010 Homeland Security Local Preparedness Grant  
\$23,000

**WHEREAS**, the Virginia Department of Emergency Management has awarded a grant to the City of Charlottesville the 2010 Homeland Security Local Preparedness Grant in the amount of \$23,000; and

**WHEREAS**, the grant award covers the period from September 1, 2010 to March 31, 2012.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the sum of \$23,000, received as a grant from the Department of Homeland Security, through the Virginia Department of Emergency Management, is hereby appropriated in the following manner:

**Revenue - \$23,000**

Fund: 209                      Internal Order: 1900162                      G/L Account: 430120

**Expenditures - \$23,000**

Fund: 209                      Internal Order: 1900162                      G/L Account: 520900

**BE IT FURTHER RESOLVED**, that the appropriation is conditioned upon reimbursement of up to \$23,000 from the Virginia Department of Emergency Management.

**RESOLUTION**  
**Transfer of Funds to CATEC-VDOT Land Take Funds - \$120,086.13**

**BE IT RESOLVED** by the City Council of the City of Charlottesville that funds be transferred within the Capital Improvement Program as follows:

**Transfer From:**

<b>Amount</b>	<b>Fund</b>	<b>Cost Center/Project</b>	<b>G/L Account</b>
\$120,086.13	425	P-00103	599999

**Transfer To:**

<b>Amount</b>	<b>Fund</b>	<b>Cost Center/Project</b>	<b>G/L Account</b>
\$120,086.13	426	P-00631	599999

**AN ORDINANCE  
ADDING A NEW SECTION NUMBERED 15-252 TO ARTICLE VI  
(BICYCLES AND MOPEDS) OF CHAPTER 15 (MOTOR VEHICLES AND TRAFFIC)  
OF THE CODE OF THE CITY OF CHARLOTTESVILLE, 1990, AS AMENDED,  
REQUIRING RIDERS AGE 14 AND UNDER TO WEAR HELMETS  
WHEN RIDING BICYCLES AND OTHER MOTORIZED VEHICLES.**

**BE IT ORDAINED** by the Council for the City of Charlottesville, Virginia, that Article VI of Chapter 15 of the Charlottesville City Code, 1990, as amended, is hereby amended to add a new section, to be numbered Section 15-252, to read as follows:

**Sec. 15-252. Helmets required for riders age fourteen (14) and younger of bicycles and certain other motorized vehicles.**

- (a) Every person fourteen (14) years of age or younger shall be required to wear a protective helmet which meets the Consumer Product Safety Commission standard whenever riding or being carried on a bicycle, electric personal assistive mobility device, toy vehicle, electric power-assisted bicycle, motorized skateboard or motorized scooter on any highway, street, sidewalk or bicycle path.
- (b) A violation of any provision of this section shall be punishable by a fine of twenty-five dollars (\$25.00). However, such fine shall be suspended (i) for first-time violators or (ii) for any violator who, subsequent to the violation but prior to imposition of the fine, purchases a helmet of the type required by this section.

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\* **State law reference** – Code of Virginia, Sec. 46.2-906.1.

## **RESOLUTION**

**BE IT RESOLVED** by the Council for the City of Charlottesville, Virginia, that the City Manager is hereby authorized to sign the following document, in form approved by the City Attorney or his designee.

Lease Agreement between the City of Charlottesville and Virginia Discovery Museum, Inc., for the lease of public right-of-way in the 500 Block of the Downtown Mall, across from 524 East Main Street, for operation of a children's carousel.

## LEASE AGREEMENT

THIS LEASE AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the CITY OF CHARLOTTESVILLE, VIRGINIA, a municipal corporation, herein referred to as "City," and the VIRGINIA DISCOVERY MUSEUM, Grantee, herein referred to as "Tenant," whose address is 524 East Main Street, P.O. Box 1128, Charlottesville, Virginia 22902.

(1) LEASE OF PREMISES: The City hereby leases to the Tenant, and the Tenant hereby leases from the City, all surface lands and rights thereto in that certain area of land containing approximately 240 square feet, opposite the Virginia Discovery Museum, in the 500 block of the Downtown Mall, (hereinafter "Property"), identified as "Carousel Space" on Exhibit A attached hereto.

(2) TERM: The Term of this lease shall be five year(s), beginning on July 1, 2011, (the "Commencement Date") and ending on June 30, 2016.

(3) RENT: The Tenant shall pay rent to the City in the amount of One Dollar (\$1.00).

(4) USE: The Tenant shall operate on the property a stationary children's carousel, approximately 9 ½ feet in diameter and 8 ½ feet in height, enclosed by a fence, as generally depicted in Exhibit B. The Tenant shall be required to obtain and maintain a City business license, if required by law, and all other licenses, permits or approvals required by applicable law, including, without limitation, a certificate of appropriateness from the City's Board of Architectural Review for the carousel and fence.

(5) GENERAL TERMS AND CONDITIONS: The carousel shall be open for operation only during the Tenant's regular business hours (Tuesday through Saturday from 10:00 a.m. to 5:00 p.m. and Sunday from 1:00 p.m. to 5:00 p.m.). The Tenant shall lock the fence's gate at the close of business each day.

(6) TAXES AND UTILITIES: Taxes and utilities associated with the operation of the carousel, if any, shall be paid by the Tenant only if applicable.

(7) ASSIGNMENT AND SUBLETTING: The Tenant shall not assign any rights granted under or through this Lease and shall not further sublet the Property or any portion thereof.

(8) ALTERATIONS AND SIGNS: The Tenant may attach a fence to the Mall, and make take reasonable actions to secure the carousel, related signage, and a security camera to the Property, but shall not make any other alterations to the Property without the prior written approval of the City.

(9) MAINTENANCE: The Tenant shall maintain the carousel, fence, and Property in a neat and clean condition at all times. Trash and refuse shall be promptly removed and disposed of in a lawful manner. As part of its normal Mall maintenance activities,

the Landlord will remove trash, debris, leaves and snow from the space surrounding the carousel, but will not remove such from the carousel itself, and Landlord will maintain the brock located within the Property.

(10) INSURANCE AND INDEMNIFICATION: The Tenant shall at all times during the term of this Lease keep in full force and effect a policy of public liability and property damage insurance with respect to the Property and any business conducted thereon, with a combined single limit of liability of not less than \$1,000,000 (combined single limit) for covering death, personal injury, and property damage. Such policy shall be endorsed to name the City of Charlottesville as an additional insured, and shall not be canceled without fifteen (15) days prior notice to the City. This Lease shall not become effective unless and until a certificate evidencing such insurance is submitted to and approved by the City.

The Tenant shall indemnify and hold harmless the City and its officers and employees against any expense, loss, costs and damages, including attorney's fees, arising out of (i) any breach or default by the Tenant of any provision of this Lease, and (ii) any death, personal injury, or property damage arising out of or in connection with the Tenant's use of the Property.

(11) LEASE TERMINATION: The City and the Tenant shall each have the right to terminate this Lease upon sixty (60) days prior written notice to the other party. The City shall have the additional right to immediately terminate this Lease if the Tenant breaches any provision of this Lease and fails to cure such breach within thirty (30) days after written notice is sent to the Tenant by the City.

(12) SURRENDER OF PREMISES: At the end of the Lease the Tenant shall surrender the Property and shall restore the Property to its original condition and appearance, reasonable wear and tear excepted. The Tenant shall remove the carousel, fence, and all fixtures or other personal property or equipment, and shall repair any damage to the Property resulting from such removal.

(13) RULES AND REGULATIONS: The Tenant agrees to abide by all ordinances, regulations and rules, now in effect or adopted by the City during the term of this Lease, governing the use and occupancy of the Downtown Mall. The Director of NDS shall be the day-to-day contact person for the Tenant, regarding administration of this Lease agreement, except with respect to the formal notices referred to within Section 14, below.

(14) NOTICES: Any notice given under this Lease shall be in writing and delivered in person or by first class mail, postage prepaid to the following, or to such other address as the City or the Tenant may designate in writing:

For the City:  
City Attorney  
City Hall, 2<sup>nd</sup> Floor  
P.O. Box 911  
Charlottesville, VA 22902

For the Tenant:  
Virginia Discovery Museum  
524 East Main Street  
P.O. Box 1128  
Charlottesville, VA 22902



(15) EXHIBITS: The following exhibits are attached and incorporated herein by reference:

- Exhibit A: Property Map
- Exhibit B: Carousel Fence Floor Plan

IN WITNESS WHEREOF, the City and the Tenant have caused this Lease to be executed by their authorized representatives:

CITY OF CHARLOTTESVILLE:

VIRGINIA DISCOVERY MUSEUM:

By: \_\_\_\_\_  
Maurice Jones

By: \_\_\_\_\_  
Amy Wicks-Horn

Title: City Manager

Title: Executive Director

Approved as to form:

Office of the City Attorney, by: \_\_\_\_\_

**A RESOLUTION  
ADOPTING AN AMENDMENT TO THE MASTER PLAN FOR THE WESTERN  
PORTION OF MCINTIRE PARK**

**WHEREAS**, the City of Charlottesville Department of Parks and Recreation completed the Master Plan for the future development and use of the western portion of McIntire Park; and

**WHEREAS**, City Council adopted the Master Plan for the western portion of McIntire Park on May 19, 2008; and

**WHEREAS**, an amendment to the Master Plan is required because: (1) the final site plan for the YMCA facility shows a reduced footprint from the adopted Master Plan and (2) there has been significant community interest in retaining the diamond fields at McIntire Park; and

**WHEREAS**, the Parks and Recreation Advisory Board endorsed Option #1 below at their regular meeting on May 18, 2011.

**Option # 1** – Amend the Master Plan to show the actual footprint of the YMCA facility and improvements, consistent with the final approved site plan, and retain the diamond fields in the Master Plan previously proposed for replacement by a rectangular field.

**Option # 2** – Amend the Master Plan to show the actual footprint of the YMCA facility and improvements, consistent with the final approved site plan.

**BE IT RESOLVED** by the Council for the City of Charlottesville, Virginia that the McIntire Park Master Plan (West Side), approved May 19, 2008 by Council, is hereby amended by incorporating the terms of Option # \_\_\_\_\_, as set forth above.

## **RESOLUTION**

**BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that this Council hereby authorizes the City Manager and the Parks and Recreation Department to begin the Park Master Planning Process for the east side of McIntire Park, bordered by the Norfolk Southern railroad to the west, Melbourne Road to the North, McIntire Road Extended to the east, the US 250/McIntire Road interchange to the southeast and the US 250 Bypass to the southwest; and to ensure bicycle and pedestrian connectivity between the east and west sides of McIntire Park. The Master Plan shall be conducted pursuant to the Park Master Planning Process adopted by City Council on March 16, 2009.