



**CITY COUNCIL AGENDA**  
**June 15, 2015**

6:00 p.m. – 7:00 p.m.

**Closed session as provided by Section 2.2-3712 of the Virginia Code**  
Second Floor Conference Room (City Manager's annual performance evaluation)

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

*Council Chambers*

**AWARDS/RECOGNITIONS**  
**ANNOUNCEMENTS**

**MATTERS BY THE PUBLIC**

Public comment permitted for the first 12 speakers who sign up before the meeting (limit 3 minutes per speaker) and at the end of the meeting on any item, provided that a public hearing is not planned or has not previously been held on the matter.

**COUNCIL RESPONSE TO MATTERS BY THE PUBLIC**

**1. CONSENT AGENDA\*** (Items removed from consent agenda will be considered at the end of the regular agenda.)

**passed 5-0 (Szakos/Galvin)**

a. ~~Minutes for June 4 deferred to July 6, per DS request~~

b. **APPROPRIATION:** Domestic Violence Services Coordinator Grant – \$44,876 (2<sup>nd</sup> of 2 readings) **passed**

c. **APPROPRIATION:** Revenue Sharing for Sidewalk Construction – Appropriate & Transfer \$350,000  
(1<sup>st</sup> of 2 readings) **carried**

d. **RESOLUTION:** Longwood Drive PUD Recommendation (1<sup>st</sup> of 1 reading) **passed**

e. **RESOLUTION:** Naylor St. Sidewalk Waiver (1<sup>st</sup> of 1 reading) **passed**

f. **RESOLUTION:** Affordable Dwelling Unit Ordinance Standard Operating Procedures/Regulations Revision  
(1<sup>st</sup> of 1 reading) **passed**

g. **RESOLUTION:** Funds Transfer to Smith Aquatic & Fitness Center Account – \$150,000 (1<sup>st</sup> of 1 reading)  
**passed**

h. **ORDINANCE:** Sidewalk Provision (VA Code update) (2<sup>nd</sup> of 2 readings) **passed**

i. **ORDINANCE:** Affordable Dwelling Unit Revised Definition (2<sup>nd</sup> of 2 readings) **passed**

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

Four Party Agreement (1<sup>st</sup> of 1 reading) **passed 5-0 (Szakos/Galvin)**

**3. PUBLIC HEARING /  
RESOLUTION\***

CACVB/Transit Lease Renewals (1<sup>st</sup> of 1 reading) **passed 5-0 (Szakos/Galvin)**

**4. RESOLUTION\***

West Main Street Zoning Initiation (1<sup>st</sup> of 1 reading) **2 motions, both passed 5-0**

**5. ORDINANCE\***

William Taylor Plaza Planned Unit Development Amendment (1<sup>st</sup> of 2 readings)  
**carried (Szakos/Galvin)**

**6. ORDINANCE\***

Development Code Changes for Application Review Process (1<sup>st</sup> of 2 readings) **deferred to next meeting, pending policy draft for consideration**

**7. REPORT\***

Funding for CRHA Positions (1<sup>st</sup> of 1 reading) **Passed – no written resolution**

**OTHER BUSINESS**

**MATTERS BY THE PUBLIC**

**COUNCIL RESPONSE TO MATTERS BY THE PUBLIC**

\*ACTION NEEDED

**APPROPRIATION**

**Domestic Violence Services Coordinator Grant**

**\$44,876**

**WHEREAS**, The City of Charlottesville, through the Commonwealth Attorney’s Office, has received the Domestic Violence Services Coordinator Grant from the Virginia Department of Criminal Justice Services in the amount of \$38,336 in Federal pass-thru funds, Albemarle County is to contribute an additional \$6,000 in local cash match, and the City Commonwealth Attorney’s Office will contribute up to \$540 cash match, as needed to meet salary and benefit expenses.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that the sum of \$44,876 is hereby appropriated in the following manner:

**Revenues**

\$38,336	Fund: 209	Cost Center: 1414002000	G/L Account: 430120
\$ 6,000	Fund: 209	Cost Center: 1414002000	G/L Account: 432030
\$ 540	Fund: 209	Cost Center: 1414002000	G/L Account: 498010

**Expenditures**

\$44,876	Fund: 209	Cost Center: 1414002000	G/L Account: 519999
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**Transfer**

\$ 540	Fund: 105	Cost Center: 1401001000	G/L Account: 561209
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**BE IT FURTHER RESOLVED**, that this appropriation is conditioned upon the receipt of \$38,336 from the Virginia Department of Criminal Justice Services, and \$6,000 from the County of Albemarle, Virginia.

## **RESOLUTION**

**REFERRING ZM15-00001 (PROPOSED AMENDMENT TO THE LONGWOOD DRIVE PUD BACK TO THE PLANNING COMMISSION FOR FURTHER REVIEW**

WHEREAS, following the joint public hearing conducted by the planning commission and city council on May 12, 2015 for ZM15-001, the applicant submitted a revised PUD plan dated June 2, 2015; and

WHEREAS, the revised PUD plan is sufficiently different than the one previously reviewed by the planning commission, that this council concurs with staff that the commission and the public should have an additional opportunity to review and comment upon the changed plan, which increases open space and reorients units fronting on Harris Street;

NOW, THEREFORE, BE IT RESOLVED THAT ZM15-0001, with the revised PUD plan dated June 2, 2015, is hereby referred to the planning commission for additional public hearing and for its recommendations.

**RESOLUTION**  
**Approving a Sidewalk Waiver Request for**  
**400 Harris Road**  
**(Property within the Proposed “Naylor Street Subdivision”)**

**WHEREAS**, application has been made by Naylor Street, LLC, acting as the authorized agent for Richard and Carol Ward, who are the owners of property located at 400 Harris Road, identified on City Tax Map 21A as Parcel 100 (“Subject Property”), seeking a waiver of the sidewalk requirement set forth within City Code 29(j) with respect to the development shown within the proposed subdivision plan dated February 25, 2015, application number P15-0037, showing a proposed division of 400 Harris Road into seven (7) new lots (“Proposed Subdivision”); and

**WHEREAS**, City staff has submitted to Council comments and recommendations regarding the sidewalk waiver request, and Council has reviewed the staff recommendations and the information and materials submitted with the application;

**WHEREAS**, City Council has considered the factors set forth within City Code § 29-182(j)(5) and § 29-36 and has determined that the sidewalk waiver request should be approved, subject to suitable regulations and safeguards; **NOW, THEREFORE**,

**BE IT RESOLVED** by the Council for the City of Charlottesville, Virginia, THAT the requested sidewalk waiver is approved for the development plan shown for the Proposed Subdivision, subject to the following conditions:

1. The developer of the Proposed Subdivision shall include within the plans for the proposed subdivision provisions for plantings, in addition to those required by *Sec. 34-870. - Streetscape trees*, along the eastern portion of proposed new section Naylor Street for which the sidewalk construction is being waived (see Paragraph 2, below), in order to screen adjacent properties from the subdivision development. Such additional plantings shall be of a nature and type determined by the Director of Neighborhood Development Services, or designee, to be necessary to achieve a level of screening above that required by 34-870; provided, however, that the screening shall not be required to achieve the level of screening referred to within 34-871 as “S-3”.
2. The final approved subdivision plat for the Proposed Subdivision shall show the edge of the right-of-way as being the edge of pavement for the new Naylor Street. A strip of land between Naylor Street and the abutting lots to the east will be included and shown on the final approved subdivision plat as open space for the Proposed Subdivision, this strip of land

shall be required to be maintained by the Home Owners Association (HOA) for the Naylor Street Subdivision, including the street trees required by paragraph 1, above. Utility easements will be provided within this area as needed, in locations as shown on the final approved subdivision plat.

3. This sidewalk waiver is approved only for the development shown within the plans for the Proposed Subdivision that is the subject of this request. In the event the Proposed Subdivision is never approved, or once approved, is never established, then this waiver shall not extend to any other use or development of the land that is currently shown as 400 Harris Road. No subsequent owners or developers of 400 Harris Road shall be precluded from seeking a sidewalk waiver for a different use or development that may be proposed at a later date.

## **RESOLUTION**

**BE IT RESOLVED** by the Council for the City of Charlottesville, Virginia, that this Council hereby approves the attached revised Affordable Dwelling Unit Regulations (as revised June 15, 2015), and the City Manager is hereby authorized to sign the following document, in form approved by the City Attorney or his designee.

Standard Operating Procedure (SOP) providing regulations governing the affordable dwelling unit requirements of City Code Sec. 34-12 on residential housing projects that are approved for rezoning or special use permit.

**RESOLUTION**

**Transfer of Funds – From Capital Improvement Program Contingency Account to the Smith  
Aquatic & Fitness Center Project Account  
\$150,000**

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of  
Charlottesville, Virginia that the following is hereby transferred in the following manner:

**Transfer From**

\$150,000      Fund: 426      WBS: CP-080 (P-00684)      G/L Account: 599999

**Transfer To**

\$150,000      Fund: 426      WBS: P-00858      G/L Account: 599999

**AN ORDINANCE  
AMENDING AND REORDAINING SECTION 34-1124 OF CHAPTER 34 (ZONING)  
OF THE CODE OF THE CITY OF CHARLOTTESVILLE, 1990, AS AMENDED,  
RELATED TO SIDEWALK WAIVER PROVISIONS**

**BE IT ORDAINED** by the Council for the City of Charlottesville, Virginia that Section 34-1124 of Article IX (Generally Applicable Regulations) of Chapter 34 (Zoning) of the Charlottesville City Code, 1990, as amended, is hereby amended and reordained as follows:

**Sec. 34-1124. - Vacant lot construction—Required sidewalks, curbs and gutters.**

- (a) The planning commission director of neighborhood development services shall, from time to time, promulgate criteria by which the utility and necessity (i.e., high-priority versus low-priority, taking into account public necessity versus cost to the property owner) of community sidewalks may be assessed ("sidewalk criteria"). These criteria shall guide the city's expenditure of funds within the sidewalk improvement fund referred to in paragraph (b), below. A copy of these sidewalk criteria shall be maintained within the department of neighborhood development services.
- (b) For the protection of pedestrians and to control drainage problems, sidewalks, curbs and gutters shall be required along all public rights of way when any building or structure is constructed upon a when not more than two (2) dwelling units are to be constructed upon a previously unimproved lot or parcel, or when any single-family detached dwelling is converted to a two-family dwelling, sidewalk, curb and gutter (collectively, "sidewalk improvements") shall be constructed within public right-of-way dedicated along the adjacent public street frontage for that purpose. No certificate of occupancy shall be issued for the dwelling(s) until the sidewalk improvements have been accepted by the city for maintenance, or an adequate financial guaranty has been furnished to the city conditioned upon completion of the sidewalk improvements within a specific period of time. The requirements of this paragraph shall not apply, if unless (i) the owner of the lot or parcel obtains a waiver of the required sidewalk improvements this requirement is waived by from city council, or (ii) the owner of the lot or parcel, at the owner's sole option, elects to contribute funds to a sidewalk improvement fund in an amount equivalent to the cost of dedication of land for and construction of the required sidewalk, curb and gutter.
- (c) Sidewalks, curbs and gutters required by this section shall be constructed in accordance with the standards set forth within the city's subdivision ordinance.
- (d) Nothing within this section shall in any way affect the city's authority to require sidewalks, curb and gutter to be bonded and constructed by a developer on any newly constructed public street. The provisions of paragraph (b), above, shall not apply to any lot or parcel of land within a "development", as that term is defined within § 34-1200.



**AN ORDINANCE  
AMENDING AND REORDAINING SECTION 34-12 OF ARTICLE I  
OF CHAPTER 34 (ZONING) OF THE CODE OF THE  
CITY OF CHARLOTTESVILLE, 1990, AS AMENDED, TO CHANGE THE  
DEFINITION OF AFFORDABLE DWELLING UNIT.**

**BE IT ORDAINED** by the Council for the City of Charlottesville, Virginia, that Section 34-12 of Article I (Administration) of Chapter 34 (Zoning) of the Charlottesville City Code, 1990, as amended, is hereby amended and reordained as follows:

**Sec. 34-12. Affordable dwelling units.**

- (a) Upon approval of a rezoning or special use application approving a residential project, or the residential portion of a mixed-use project with a density equal to or greater than 1.0 floor-area ratio (FAR), or an equivalent density based on units per acre, the applicant shall provide on-site affordable dwelling units as part of the project, and the total gross square footage of such units shall be five (5) percent of the amount of the gross floor area of the project that exceeds 1.0 FAR or an equivalent density based on units per acre.
- (b) For purposes of this section, "applicant" shall mean the person or entity submitting a rezoning or special use application for approval of a residential or mixed-use project that contains residential dwelling units in the city and shall include the successors or assigns of the applicant.
- (c) For purposes of this section, "affordable dwelling units" ~~mean units committed for a thirty-year term as~~ means dwelling units that are affordable to households with incomes at ~~sixty~~ (60) percent or less not more than 80 percent of the area median income and that are committed to remain affordable for a term of not more than 30 years. However, the city may establish a minimum term as it deems necessary to ensure the establishment of committed Affordable Dwelling Units provided pursuant to subsection (a), above, or (d)(1), below.
- (d) As an alternative, upon approval of a rezoning or special use application approving a residential project, or the residential portion of a mixed-use project with a density equal to or greater than 1.0 FAR, or an equivalent density based on units per acre, the applicant may elect to provide any one (1) of the following:
  - (1) Affordable dwelling units at an off-site location in the city, the total gross square footage of such units shall be five (5) percent of the amount of the gross floor area of the project that is over 1.0 FAR, or an equivalent density based on units per acre; or
  - (2) A cash contribution to the city's affordable housing fund, which contribution shall be calculated as follows for each of the density tiers described below:
    - a. Two dollars (\$2.00) per square foot of gross floor area for residential projects greater than 1.0 FAR or an equivalent density based on units per acre.
    - b. For mixed-use projects, cash contributions shall be calculated by applying the proportionate amount of residential gross floor area at two dollars (\$2.00) per square foot.

- (e) The cash contribution shall be indexed to the Consumer Price Index for Housing in the South Urban Region as published by the Bureau of Labor Statistics and shall be adjusted annually based upon the changes made in January to such index.
- (f) Except as otherwise provided, upon approval of a rezoning or special use permit that is subject to this section, any site plan submitted for review in conjunction therewith shall be acted upon by the director of neighborhood development services or planning commission within twenty-one (21) days after the date such plan was officially submitted.
- (g) The city council may from time to time adopt regulations by resolution, for the administration of the provisions of this section. Pursuant to section 34-82(b)(1), the failure of any person to comply with such regulations shall constitute unlawful conduct in violation of this section.

**A RESOLUTION  
APPROVING AMENDMENT NO. 1  
TO THE FOUR PARTY AGREEMENT DATED JUNE 12, 1973**

**BE IT RESOLVED** by the Council for the City of Charlottesville, Virginia that the Mayor is hereby authorized to execute on behalf of the City the Amendment No. 1 to the Four Party Agreement dated June 12, 1973, in form approved by the City Attorney.

**A RESOLUTION  
APPROVING LEASE AGREEMENTS FOR  
CHARLOTTESVILLE ALBEMARLE CONVENTION & VISITORS BUREAU**

**BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, after a public hearing held in accordance with Virginia Code §15.2-1800(B), that the City Manager, or his designee, is hereby authorized to execute on behalf of the City the following documents in form approved by the City Attorney:

Lease Agreement for Commercial Space, dated \_\_\_\_\_, 2015, between the City and the Charlottesville Albemarle Convention & Visitors Bureau, for lease of Administrative Offices located at 615 East Water Street, East Main Street, Charlottesville, Virginia.

Lease Agreement for Commercial Space, dated \_\_\_\_\_, 2015, between the City and the Charlottesville Albemarle Convention & Visitors Bureau, for lease of the Downtown Visitor Center Lobby, located at 615 East Water Street, East Main Street, Charlottesville, Virginia.

Lease Agreement for Commercial Space, dated \_\_\_\_\_, 2015, between the City and the Charlottesville Albemarle Convention & Visitors Bureau, for lease of a storage area, located at 615 East Water Street, East Main Street, Charlottesville, Virginia.

**LEASE AGREEMENT FOR COMMERCIAL SPACE**  
CACVB Administrative Offices

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between THE CITY OF CHARLOTTESVILLE, VIRGINIA, and the Charlottesville Albemarle Convention and Visitor Bureau (herein "Tenant").

For in consideration of the mutual covenants and agreements hereinafter made, the parties hereto agree as follows:

1. Lease of Property. Landlord hereby demises to Tenant, and Tenant hereby leases from Landlord certain premises within the building located at 615 East Water Street, East Main Street, Charlottesville, Virginia, and known as the Downtown Transit Station, such premises consisting of 1,772 square feet of net usable floor space and comprising the area outlined in yellow on the floor plan attached hereto as *Exhibit A* (hereafter referred to as "Leased Premises") together with the nonexclusive right to use of all sidewalks, elevators, entrances, hallways, stairs and the other areas designed for common use.

2. Term. This lease shall commence on July 1, 2015, ("Commencement Date"), and shall continue in effect thereafter, unless terminated by the Landlord as provided within this agreement, through June 30, 2016.

3. Rent. Tenant shall pay to the landlord as rent the sum of \$31,896 annually (\$18.00 per square foot of net usable space annually) payable in monthly installments of \$2,658.00 on the first day of each month during the term of this lease, with the first and last months' rent to be prorated accordingly.

4. Security Deposit. The Tenant shall not be responsible to pay a Security Deposit.

5. Renewal Option. This lease is not renewable.

6. Use of Premises. Tenant represents and warrants that it will utilize the Premises for the following business purposes as CACVB Administrative and Executive offices, including any activities as are reasonably and necessarily incidental thereto. The Premises shall not be utilized for any other purpose(s) without the advance written permission of the Landlord.

7. Care of Premises.

(A) Landlord shall at its expense provide cleaning and janitorial services for the entry, stairways, corridors and other common areas, and shall be responsible for removal of ice and snow from sidewalks and driveways. Landlord shall provide the normal and usual care of office premises, maintaining the leased premises in a clean and orderly condition.

(B) Tenant shall be responsible for any unusual care, maintenance and repair of the leased premises attributable to actions of Tenant, its invitees, agents or employees. Tenant shall at all times comply with applicable laws, ordinances, regulations, building and fire codes relating to the use and condition of the leased Premises, and Tenant shall also comply with rules established from time to time by Landlord. Tenant shall maintain the leased premises free of vermin.

8. Maintenance and Repairs.

(A) Landlord shall at its expense maintain and keep in good repair the common areas of the roof, common exterior walls, common plumbing and permanent electrical wiring of the leased premises and shall in addition, be responsible for all maintenance and replacements of heating, cooling and air handling

equipment in the leased premises; provided however, that the cost of any such maintenance, repairs or replacements required as a result of the negligence or willful act of Tenant, its invitees, agents, or employees, shall be borne by Tenant. Landlord shall at its expense maintain and repair the plumbing fixtures in the leased premises, and shall replace any broken plate glass in the leased premises. Tenant shall assume all responsibility for additional equipment required.

(B) Tenant shall at its expense maintain the office area of the leased premises in as good condition at the commencement of this lease, reasonable wear and tear and damage by accidental fire or other casualty excepted.

9. Furnishings and Fixtures. The leased premises shall contain basic fixtures as reflected on plans and specifications in the possession of the Landlord, and which are available for inspection by Tenant at all regular business hours. Any additional furnishings and fixtures required by Tenant shall, with prior approval of Landlord, which shall not be unreasonably withheld, be installed by Tenant at Tenant's expense. Landlord shall have the right to require, with written notice within thirty (30) days from expiration of lease, that Tenant remove such additional furnishings and fixtures at Tenant's expense upon termination of this lease and that Tenant repair any damage or injury to the leased premises occasioned by installation or removal of furnishings or fixtures. Neither the Landlord nor its authorized agent shall be liable for any damage or personal injury to Tenant, or to any other persons, or with respect to any personal property, caused by: fire, explosion, water, busted or leaking pipes, malfunctioning sprinklers, steam, plumbing, gas, oil, electricity, electrical wiring, rain, ice, snow or any leak or flow from or into any part of the leased premises or any improvements thereon, or due to any other cause whatsoever, unless such damage or injury is caused by a negligent act or omission of the Landlord or agent for which the Landlord or agent may be held responsible under the laws of the Commonwealth of Virginia.

10. Alterations. Any alteration, addition, or improvement to the leased premises by Tenant shall be made only with the written consent of Landlord and shall, at Landlord's option, become the sole property of Landlord upon termination of this lease; provided, however, that Landlord shall have the right to require with written notice within thirty (30) days from expiration of lease, that the Tenant remove such alteration, addition or improvement at Tenant's cost upon termination of this lease.

11. Signs. Tenant shall not display or erect any lettering, sign, advertisement, sales apparatus or other projection on the exterior of the leased premises (excluding interior window and door glass) without prior written consent of Landlord.

12. Taxes. During the term of this lease, the Tenant shall be responsible for, and shall pay directly to the City of Charlottesville, any real estate taxes and assessments imposed on its share of the leasehold interest. Tenant shall pay its share of personal property and business license taxes imposed by the Commonwealth of Virginia and the City of Charlottesville.

13. Utilities. Tenant shall be responsible for telephone, cable, and other communications service charges provided to or utilized by Tenant at the Premises. Landlord shall pay the charges for other utilities provided to the leased premises.

14. Liability Insurance. Tenant shall keep the leased premises insured, at its sole cost, against claims for personal injury or property damage under a policy of federal public liability insurance with limits of at least \$1,000,000.00 for bodily injury and \$250,00.00 for property damage. Such policies shall be endorsed to name the Landlord (including its officers, employees and agents) as an additional insured party. Tenant shall from time to time furnish Landlord certificates of insurance certifying that such insurance is in full force and effect. Waiver of Subrogation: Tenant will obtain endorsements to all insurance policies required by this paragraph,

waiving any subrogation right against Landlord, its officers, employees, and agents, in connection with any covered loss.

15. Assignments. Tenant shall not assign its rights or obligations under this lease, or sublease the leased premises, without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

16. Landlord's Right of Entry. Landlord and its agents may enter the leased premises at any reasonable time for the purpose of inspecting the leased premises, performing any work which Landlord elects to undertake and made necessary by reason of Tenant's default under the terms hereof, exhibiting the leased premises for sale or lease, or for any other reasonable purposes.

17. Indemnification. Tenant shall indemnify Landlord against all liabilities, expenses (including attorney's fees) and losses incurred by Landlord as a result of (A) failure by Tenant to perform any covenant required to be performed by Tenant hereunder; (B) any accident, injury or damage which shall happen in or about the leased premises or resulting from the condition, maintenance, or operation of the leased premises or of the adjoining sidewalks caused by Tenant; (C) failure to comply with any requirements of any governmental authority; (D) any mechanics' lien or security agreement or other lien filed against the leased premises or fixtures and equipment therein belonging to Landlord; and (E) any negligent act or omission of Tenant, its officers, employees, and agents.

18. Condemnation.

(A) If the whole of the leased premises shall be taken, or if substantially all of the leased premises shall be taken so as to render unsuitable for Tenant's business purpose, for any public or any quasi public use under any statute or by right of eminent domain, or by private purchase in lieu thereof, this lease shall automatically terminate as of the date title is taken. If less than substantially all of the leased premises shall be so taken, then Landlord shall at its sole option have the right to terminate this lease on 30 days notice to Tenant, given within 90 days after the date of such taking. In the event that this lease shall terminate or be terminated, rent shall be equally adjusted.

(B) If any part of the leased premises shall be so taken and this lease shall not terminate or be terminated under the provision of subparagraph (A) above, rent shall be equitably apportioned according to the space so taken, and Landlord shall at its own cost restore the remaining portion of the leased premises to the extent necessary to render them reasonably suitable for Tenant's business purpose, and shall make all repairs to the leased premises necessary to make them a complete architectural unit of substantially the same usefulness, design and construction as before the taking, provided the cost of work shall not exceed the proceeds of the condemnation award.

(C) All compensation awarded or paid upon such a total or partial taking of the leased premises shall belong to Landlord without any participation by Tenant. Nothing contained herein, however, shall be construed to preclude Tenant from prosecuting any claim directly against the damage to or cost of removal of for the value of stock trade fixtures, furniture, and other personal property belonging to Tenant; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award.

19. Damage by Fire or other Casualty.

(A) If the leased premise shall be rendered untenable by fire or other casualty, Landlord may at its sole option terminate this lease as of the date of such fire or other casualty, upon 30 days written notice to Tenant. In the event that this lease shall be terminated, rent shall be equitably adjusted.

(B) If this lease shall not be terminated under the provisions of subparagraph (A) above, rent

shall be equitably apportioned according to the space rendered untenable, and Landlord shall at its own cost restore the leased premises to substantially its same condition immediately preceding such loss, provided that the cost of such work shall not exceed the insurance proceeds received by Landlord on account of such loss;

(C) If Landlord elects to restore the leased premises and shall fail to substantially complete the same within 90 days after such fire or other casualty, due allowance being made for delay due to practical impossibility either Landlord or Tenant, by written notice to the other given within 15 days following the last day of said 90 day period, may terminate this lease as of the date of such fire or other casualty.

## 20. Default; Surrender.

(A) Each of the following shall constitute an event of Default: (i) if the leased premises shall be vacated by Tenant prior to the end of the lease period, or if Tenant is absent from the leased premises for more than 10 consecutive days; (ii) if Tenant files a voluntary petition in bankruptcy, or is adjudged bankrupt or insolvent by any federal or state court, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal or state law or regulation relating to bankruptcy, insolvency or other relief for debtors, or consents to or acquiesces in the appointment of any trustee, receiver or liquidator, or makes any general assignment for the benefit of creditors; (iii) if any monthly installment or rent as herein called for remains overdue and unpaid for 30 days; and (iv) if there shall be a default by Tenant in the performance for any other material provision of this lease agreement for more than 10 days following written notice thereof from Landlord. In the event of an event of Default, Landlord may, at its option, declare this lease to be terminated and canceled, and may take possession of the leased premises. In such case, Landlord may at its option, re-rent the leased premises or any part thereof as agent for Tenant, and Tenant shall pay Landlord the difference between the rent herein provided for during the portion of the lease term remaining at the time of re-possession and the amount, in any, received under such relating for such portion of the lease term.

(B) Upon the expiration or earlier termination of this Lease Agreement, or any renewals or extensions thereof, Tenant shall quit and surrender the leased premises to Landlord in good order and condition, ordinary wear and tear excepted. Tenant shall on the day of expiration or earlier termination, or prior to such day, remove all its property and within two weeks of such day Tenant shall repair all damage to the leased premises caused by such removal and make reasonable restoration of the leased premises to the condition in which they existed prior to the installation of the property so removed. Any property of the Tenant that remains on the Premises after the expiration or termination of this lease may be treated by the Landlord as abandoned property. Any property which is left on the leased premises that is worth (collectively) less than two thousand dollars shall be deemed abandoned and may be immediately removed by the Landlord as trash.

21. Rules, Regulations, Stipulations. Landlord and Tenant covenant that the following rules, regulations and stipulations shall be faithfully observed and performed by Tenant, its invitees, agents and employees:

(A) Tenant shall not do or permit anything to be done in the leased premises, or bring or keep anything therein, which will or may increase the rate of fire insurance of the leased premises or on property kept therein; or which will obstruct or interfere with the rights of the other tenant; or which will conflict with the laws relating to fires, or with any insurance policy on City owned buildings or any part thereof, or conflict with any of the rules and ordinances of the governing fire and health authorities.

(B) No animals shall be kept in or about the leased premises

(C) Tenant agrees to keep all windows and exterior doors closed in the leased premises in order to assure proper functioning of heating and air conditioning systems and to prevent damage to the leased premises, and upon failure to do so, agrees to pay for any damage caused thereby.



(D) Landlord reserves the right to make such further reasonable rules and regulations as in its judgment may from time to time be necessary or appropriate for the safety, care and cleanliness of the leased premises and common areas.

22. Quiet Enjoyment. Tenant upon payment of the rent herein provided for and upon performance of the terms of this lease, shall during the lease term have quiet enjoyment of the leased premises, subject to the provisions of the prime lease by which landlord holds an interest in the lease premises (a copy of which may be examined at the principal office of Landlord during regular business hours).

5.

23. Notices. Notices under this lease shall be in writing, signed by the party serving under such notice, and shall be sent by registered or certified United States Mail, return receipt requested, and shall be addressed to the parties at the addresses appearing below or to such other addresses as each party may have furnished writing to each other as place for service of notice. Any notice mailed shall be deemed to have been given as of the time-said notice is deposited in the United States Mail. The parties' designated representatives for purposes of receiving notices and communications pertaining to this Lease are as follows:

**Landlord:** City of Charlottesville-Transit Division  
P.O. Box 911  
Charlottesville, Virginia 22902

**Tenant:** Charlottesville Albemarle Convention and Visitor Bureau

24: Governing Law. This lease shall be construed under and governed by the laws of the Commonwealth of Virginia.

**WITNESS** the following signatures and seals as of the date first above written.

**Landlord:**

**CITY OF CHARLOTTESVILLE, VIRGINIA, by  
Its Authorized Agent, Charlottesville Transit Division**

**BY:** \_\_\_\_\_

**ITS:** \_\_\_\_\_

**Tenant:** Charlottesville Albemarle Convention and Visitor Bureau

**BY:** \_\_\_\_\_

**ITS:** \_\_\_\_\_

**LEASE AGREEMENT FOR COMMERCIAL SPACE**  
CACVB Downtown Visitor Center Lobby

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between THE CITY OF CHARLOTTESVILLE, VIRGINIA, and the Charlottesville Albemarle Convention and Visitor Bureau (herein "Tenant").

For in consideration of the mutual covenants and agreements hereinafter made, the parties hereto agree as follows:

1. Lease of Property. Landlord hereby demises to Tenant, and Tenant hereby leases from Landlord certain premises within the located at 615 East Water Street, East Main Street, Charlottesville, Virginia, and known as the Downtown Transit Station, such premises consisting of 812 square feet of net usable floor space and comprising the area outlined in yellow on the floor plan attached hereto as *Exhibit B* (hereafter referred to as "Leased Premises") together with the nonexclusive right to use of all sidewalks, elevators, entrances, hallways, stairs and the other areas designed for common use.

2. Term. This lease shall commence on July 1, 2015, ("Commencement Date"), and shall continue in effect thereafter, unless terminated by the Landlord as provided within this agreement, through June 30, 2016.

3. Rent. Tenant shall pay to the landlord as rent the sum of \$4,872 annually (\$6.00 per square foot of designated usable space annually) payable in monthly installments of \$406 on the first day of each month during the term of this lease, with the first and last months' rent to be prorated accordingly.

4. Security Deposit. The Tenant shall not be responsible to pay a Security Deposit.

5. Renewal Option. This lease is not renewable.

6. Use of Premises. Tenant represents and warrants that it will utilize the Premises for the following business purposes as a Visitor Information Center, including any activities as are reasonably and necessarily incidental thereto including the dissemination of visitor information and use of designated wall space for promotion and advertising. The Premises shall not be utilized for any other purpose(s) without the advance written permission of the Landlord.

7. Care of Premises.

(A) Landlord shall at its expense provide cleaning and janitorial services for the entry, stairways, corridors and other common areas, and shall be responsible for removal of ice and snow from sidewalks and driveways. Landlord shall provide the normal and usual care of visitor center public space, maintaining the leased premises in a clean and orderly condition.

(B) Tenant shall be responsible for any unusual care, maintenance and repair of the leased premises attributable to actions of Tenant, its invitees, agents or employees. Tenant shall at all times comply with applicable laws, ordinances, regulations, building and fire codes relating to the use and condition of the leased Premises, and Tenant shall also comply with rules established from time to time by Landlord. Tenant shall maintain the leased premises free of vermin.

8. Maintenance and Repairs.

(A) Landlord shall at its expense maintain and keep in good repair the common areas of the

roof, common exterior walls, common plumbing and permanent electrical wiring of the leased premises and shall in addition, be responsible for all maintenance and replacements of heating, cooling and air handling equipment in the leased premises; provided however, that the cost of any such maintenance, repairs or replacements required as a result of the negligence or willful act of Tenant, its invitees, agents, or employees, shall be borne by Tenant. Landlord shall at its expense maintain and repair the plumbing fixtures in the leased premises, and shall replace any broken plate glass in the leased premises. Tenant shall assume all responsibility for additional equipment required.

(B) Tenant shall at its expense maintain the office area of the leased premises in as good condition at the commencement of this lease, reasonable wear and tear and damage by accidental fire or other casualty excepted.

9. Furnishings and Fixtures. The leased premises shall contain basic fixtures as reflected on plans and specifications in the possession of the Landlord, and which are available for inspection by Tenant at all regular business hours. Any additional furnishings and fixtures required by Tenant shall, with prior approval of Landlord, which shall not be unreasonably withheld, be installed by Tenant at Tenant's expense. Landlord shall have the right to require, with written notice within thirty (30) days from expiration of lease, that Tenant remove such additional furnishings and fixtures at Tenant's expense upon termination of this lease and that Tenant repair any damage or injury to the leased premises occasioned by installation or removal of furnishings or fixtures. Neither the Landlord nor its authorized agent shall be liable for any damage or personal injury to Tenant, or to any other persons, or with respect to any personal property, caused by: fire, explosion, water, busted or leaking pipes, malfunctioning sprinklers, steam, plumbing, gas, oil, electricity, electrical wiring, rain, ice, snow or any leak or flow from or into any part of the leased premises or any improvements thereon, or due to any other cause whatsoever, unless such damage or injury is caused by a negligent act or omission of the Landlord or agent for which the Landlord or agent may be held responsible under the laws of the Commonwealth of Virginia.

10. Alterations. Any alteration, addition, or improvement to the leased premises by Tenant shall be made only with the written consent of Landlord and shall, at Landlord's option, become the sole property of Landlord upon termination of this lease; provided, however, that Landlord shall have the right to require with written notice within thirty (30) days from expiration of lease, that the Tenant remove such alteration, addition or improvement at Tenant's cost upon termination of this lease.

11. Signs. Tenant shall not display or erect any lettering, sign, advertisement, sales apparatus or other projection on the exterior of the leased premises (excluding interior window and door glass) without prior written consent of Landlord.

12. Taxes. During the term of this lease, the Tenant shall be responsible for, and shall pay directly to the City of Charlottesville, any real estate taxes and assessments imposed on its share of the leasehold interest. Tenant shall pay its share of personal property and business license taxes imposed by the Commonwealth of Virginia and the City of Charlottesville.

13. Utilities. Tenant shall be responsible for telephone, cable, and other communications service charges provided to or utilized by Tenant at the Premises. Landlord shall pay the charges for other utilities provided to the leased premises.

14. Liability Insurance. Tenant shall keep the leased premises insured, at its sole cost, against claims for personal injury or property damage under a policy of federal public liability insurance with limits of at least \$1,000,000.00 for bodily injury and \$250,000.00 for property damage. Such policies shall be endorsed to name the Landlord (including its officers, employees and agents) as an additional insured party. Tenant shall from time to time furnish Landlord certificates of insurance certifying that such insurance is in full force and effect.

Waiver of Subrogation: Tenant will obtain endorsements to all insurance policies required by this paragraph, waiving any subrogation right against Landlord, its officers, employees, and agents, in connection with any covered loss.

15. Assignments. Tenant shall not assign its rights or obligations under this lease, or sublease the leased premises, without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

16. Landlord's Right of Entry. Landlord and its agents may enter the leased premises at any reasonable time for the purpose of inspecting the leased premises, performing any work which Landlord elects to undertake and made necessary by reason of Tenant's default under the terms hereof, exhibiting the leased premises for sale or lease, or for any other reasonable purposes.

17. Indemnification. Tenant shall indemnify Landlord against all liabilities, expenses (including attorney's fees) and losses incurred by Landlord as a result of (A) failure by Tenant to perform any covenant required to be performed by Tenant hereunder; (B) any accident, injury or damage which shall happen in or about the leased premises or resulting from the condition, maintenance, or operation of the leased premises or of the adjoining sidewalks caused by Tenant; (C) failure to comply with any requirements of any governmental authority; (D) any mechanics' lien or security agreement or other lien filed against the leased premises or fixtures and equipment therein belonging to Landlord; and (E) any negligent act or omission of Tenant, its officers, employees, and agents.

18. Condemnation.

(A) If the whole of the leased premises shall be taken, or if substantially all of the leased premises shall be taken so as to render unsuitable for Tenant's business purpose, for any public or any quasi public use under any statute or by right of eminent domain, or by private purchase in lieu thereof, this lease shall automatically terminate as of the date title is taken. If less than substantially all of the leased premises shall be so taken, then Landlord shall at its sole option have the right to terminate this lease on 30 days notice to Tenant, given within 90 days after the date of such taking. In the event that this lease shall terminate or be terminated, rent shall be equally adjusted.

(B) If any part of the leased premises shall be so taken and this lease shall not terminate or be terminated under the provision of subparagraph (A) above, rent shall be equitably apportioned according to the space so taken, and Landlord shall at its own cost restore the remaining portion of the leased premises to the extent necessary to render them reasonably suitable for Tenant's business purpose, and shall make all repairs to the leased premises necessary to make them a complete architectural unit of substantially the same usefulness, design and construction as before the taking, provided the cost of work shall not exceed the proceeds of the condemnation award.

(C) All compensation awarded or paid upon such a total or partial taking of the leased premises shall belong to Landlord without any participation by Tenant. Nothing contained herein, however, shall be construed to preclude Tenant from prosecuting any claim directly against the damage to or cost of removal of for the value of stock trade fixtures, furniture, and other personal property belonging to Tenant; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award.

19. Damage by Fire or other Casualty.

(A) If the leased premise shall be rendered untenable by fire or other casualty, Landlord may at its sole option terminate this lease as of the date of such fire or other casualty, upon 30 days written notice to Tenant. In the event that this lease shall be terminated, rent shall be equitably adjusted.

(B) If this lease shall not be terminated under the provisions of subparagraph (A) above, rent

shall be equitably apportioned according to the space rendered untenable, and Landlord shall at its own cost restore the leased premises to substantially its same condition immediately preceding such loss, provided that the cost of such work shall not exceed the insurance proceeds received by Landlord on account of such loss;

(C) If Landlord elects to restore the leased premises and shall fail to substantially complete the same within 90 days after such fire or other casualty, due allowance being made for delay due to practical impossibility either Landlord or Tenant, by written notice to the other given within 15 days following the last day of said 90 day period, may terminate this lease as of the date of such fire or other casualty.

## 20. Default; Surrender.

(A) Each of the following shall constitute an event of Default: (i) if the leased premises shall be vacated by Tenant prior to the end of the lease period, or if Tenant is absent from the leased premises for more than 10 consecutive days; (ii) if Tenant files a voluntary petition in bankruptcy, or is adjudged bankrupt or insolvent by any federal or state court, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal or state law or regulation relating to bankruptcy, insolvency or other relief for debtors, or consents to or acquiesces in the appointment of any trustee, receiver or liquidator, or makes any general assignment for the benefit of creditors; (iii) if any monthly installment or rent as herein called for remains overdue and unpaid for 30 days; and (iv) if there shall be a default by Tenant in the performance for any other material provision of this lease agreement for more than 10 days following written notice thereof from Landlord. In the event of an event of Default, Landlord may, at its option, declare this lease to be terminated and canceled, and may take possession of the leased premises. In such case, Landlord may at its option, re-rent the leased premises or any part thereof as agent for Tenant, and Tenant shall pay Landlord the difference between the rent herein provided for during the portion of the lease term remaining at the time of re-possession and the amount, in any, received under such relating for such portion of the lease term.

(B) Upon the expiration or earlier termination of this Lease Agreement, or any renewals or extensions thereof, Tenant shall quit and surrender the leased premises to Landlord in good order and condition, ordinary wear and tear excepted. Tenant shall on the day of expiration or earlier termination, or prior to such day, remove all its property and within two weeks of such day Tenant shall repair all damage to the leased premises caused by such removal and make reasonable restoration of the leased premises to the condition in which they existed prior to the installation of the property so removed. Any property of the Tenant that remains on the Premises after the expiration or termination of this lease may be treated by the Landlord as abandoned property. Any property which is left on the leased premises that is worth (collectively) less than two thousand dollars shall be deemed abandoned and may be immediately removed by the Landlord as trash.

21. Rules, Regulations, Stipulations. Landlord and Tenant covenant that the following rules, regulations and stipulations shall be faithfully observed and performed by Tenant, its invitees, agents and employees:

(A) Tenant shall not do or permit anything to be done in the leased premises, or bring or keep anything therein, which will or may increase the rate of fire insurance of the leased premises or on property kept therein; or which will obstruct or interfere with the rights of the other tenant; or which will conflict with the laws relating to fires, or with any insurance policy on City owned buildings or any part thereof, or conflict with any of the rules and ordinances of the governing fire and health authorities.

(B) No animals shall be kept in or about the leased premises

(C) Tenant agrees to keep all exterior doors closed in the leased premises in order to assure proper functioning of heating and air conditioning systems and to prevent damage to the leased premises, and upon failure to do so, agrees to pay for any damage caused thereby.

(D) Landlord reserves the right to make such further reasonable rules and regulations as in its judgment may from time to time be necessary or appropriate for the safety, care and cleanliness of the leased premises and common areas.

22. Quiet Enjoyment. Tenant upon payment of the rent herein provided for and upon performance of the terms of this lease, shall during the lease term have quiet enjoyment of the leased premises, subject to the provisions of the prime lease by which landlord holds an interest in the lease premises (a copy of which may be examined at the principal office of Landlord during regular business hours).

23. Notices. Notices under this lease shall be in writing, signed by the party serving under such notice, and shall be sent by registered or certified United States Mail, return receipt requested, and shall be addressed to the parties at the addresses appearing below or to such other addresses as each party may have furnished writing to each other as place for service of notice. Any notice mailed shall be deemed to have been given as of the time-said notice is deposited in the United States Mail. The parties' designated representatives for purposes of receiving notices and communications pertaining to this Lease are as follows:

**Landlord:** City of Charlottesville-Transit Division  
P.O. Box 911  
Charlottesville, Virginia 22902

**Tenant:** Charlottesville Albemarle Convention and Visitor Bureau

25: Governing Law. This lease shall be construed under and governed by the laws of the Commonwealth of Virginia.

**WITNESS** the following signatures and seals as of the date first above written.

**Landlord:**

**CITY OF CHARLOTTESVILLE, VIRGINIA, by  
Its Authorized Agent, Charlottesville Transit Division**

**BY:** \_\_\_\_\_

**ITS:** \_\_\_\_\_

**Tenant:** Charlottesville Albemarle Convention and Visitor Bureau

**BY:** \_\_\_\_\_

**ITS:** \_\_\_\_\_



**LEASE AGREEMENT FOR COMMERCIAL SPACE**  
CACVB Storage Area (Space 211)

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between THE CITY OF CHARLOTTESVILLE, VIRGINIA, and the Charlottesville Albemarle Convention and Visitor Bureau (herein "Tenant").

For in consideration of the mutual covenants and agreements hereinafter made, the parties hereto agree as follows:

1. Lease of Property. Landlord hereby demises to Tenant, and Tenant hereby leases from Landlord certain premises within the building located at 615 East Water Street, East Main Street, Charlottesville, Virginia, and known as the Downtown Transit Station, such premises consisting of 173 square feet of net usable floor space and comprising the area outlined in yellow on the floor plan attached hereto as *Exhibit C* (hereafter referred to as "Leased Premises") and formerly known as the Café space (Space 211) together with the nonexclusive right to use of all sidewalks, elevators, entrances, hallways, stairs and the other areas designed for common use.

2. Term. This lease shall commence on July 1, 2015, ("Commencement Date"), and shall continue in effect thereafter, unless terminated by the Landlord as provided within this agreement, through June 30, 2016.

3. Rent. Tenant shall pay to the landlord as rent the sum of \$3,114 annually (\$18.00 per square foot of net usable space annually) payable in monthly installments of \$259.50 on the first day of each month during the term of this lease, with the first and last months' rent to be prorated accordingly. First month's rent is payable upon occupancy. Rent is not subject to increase during the first term of the lease.

4. Security Deposit. The Tenant shall not be responsible to pay a Security Deposit.

5. Renewal Option. This lease is not renewable

6. Use of Premises. Tenant represents and warrants that it will utilize the Premises for the following business purposes as CACVB Administrative and Executive offices, including any activities as are reasonably and necessarily incidental thereto. The Premises shall not be utilized for any other purpose(s) without the advance written permission of the Landlord.

7. Care of Premises.

(A) Landlord shall at its expense provide cleaning and janitorial services for the entry, stairways, corridors and other common areas, and shall be responsible for removal of ice and snow from sidewalks and driveways. Landlord shall provide the normal and usual care of office premises, maintaining the leased premises in a clean and orderly condition.

(B) Tenant shall be responsible for any unusual care, maintenance and repair of the leased premises attributable to actions of Tenant, its invitees, agents or employees. Tenant shall at all times comply with applicable laws, ordinances, regulations, building and fire codes relating to the use and condition of the leased Premises, and Tenant shall also comply with rules established from time to time by Landlord. Tenant shall maintain the leased premises free of vermin.

8. Maintenance and Repairs.

(A) Landlord shall at its expense maintain and keep in good repair the common areas of the

roof, common exterior walls, common plumbing and permanent electrical wiring of the leased premises and shall in addition, be responsible for all maintenance and replacements of heating, cooling and air handling equipment in the leased premises; provided however, that the cost of any such maintenance, repairs or replacements required as a result of the negligence or willful act of Tenant, its invitees, agents, or employees, shall be borne by Tenant. Landlord shall at its expense maintain and repair the plumbing fixtures in the leased premises, and shall replace any broken plate glass in the leased premises. Tenant shall assume all responsibility for additional equipment required.

(B) Tenant shall at its expense maintain the office area of the leased premises in as good condition at the commencement of this lease, reasonable wear and tear and damage by accidental fire or other casualty excepted.

9. Furnishings and Fixtures. The leased premises shall contain basic fixtures as reflected on plans and specifications in the possession of the Landlord, and which are available for inspection by Tenant at all regular business hours. Any additional furnishings and fixtures required by Tenant shall, with prior approval of Landlord, which shall not be unreasonably withheld, be installed by Tenant at Tenant's expense. Landlord shall have the right to require, with written notice within thirty (30) days from expiration of lease, that Tenant remove such additional furnishings and fixtures at Tenant's expense upon termination of this lease and that Tenant repair any damage or injury to the leased premises occasioned by installation or removal of furnishings or fixtures. Neither the Landlord nor its authorized agent shall be liable for any damage or personal injury to Tenant, or to any other persons, or with respect to any personal property, caused by: fire, explosion, water, busted or leaking pipes, malfunctioning sprinklers, steam, plumbing, gas, oil, electricity, electrical wiring, rain, ice, snow or any leak or flow from or into any part of the leased premises or any improvements thereon, or due to any other cause whatsoever, unless such damage or injury is caused by a negligent act or omission of the Landlord or agent for which the Landlord or agent may be held responsible under the laws of the Commonwealth of Virginia.

10. Alterations. Any alteration, addition, or improvement to the leased premises by Tenant shall be made only with the written consent of Landlord and shall, at Landlord's option, become the sole property of Landlord upon termination of this lease; provided, however, that Landlord shall have the right to require with written notice within thirty (30) days from expiration of lease, that the Tenant remove such alteration, addition or improvement at Tenant's cost upon termination of this lease.

11. Signs. Tenant shall not display or erect any lettering, sign, advertisement, sales apparatus or other projection on the exterior of the leased premises (excluding interior window and door glass) without prior written consent of Landlord.

12. Taxes. During the term of this lease, the Tenant shall be responsible for, and shall pay directly to the City of Charlottesville, any real estate taxes and assessments imposed on its share of the leasehold interest. Tenant shall pay its share of personal property and business license taxes imposed by the Commonwealth of Virginia and the City of Charlottesville.

13. Utilities. Tenant shall be responsible for telephone, cable, and other communications service charges provided to or utilized by Tenant at the Premises. Landlord shall pay the charges for other utilities provided to the leased premises.

14. Liability Insurance. Tenant shall keep the leased premises insured, at its sole cost, against claims for personal injury or property damage under a policy of federal public liability insurance with limits of at least \$1,000,000.00 for bodily injury and \$250,000.00 for property damage. Such policies shall be endorsed to name the Landlord (including its officers, employees and agents) as an additional insured party. Tenant shall from time to time furnish Landlord certificates of insurance certifying that such insurance is in full force and effect.



Waiver of Subrogation: Tenant will obtain endorsements to all insurance policies required by this paragraph, waiving any subrogation right against Landlord, its officers, employees, and agents, in connection with any covered loss.

15. Assignments. Tenant shall not assign its rights or obligations under this lease, or sublease the leased premises, without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

16. Landlord's Right of Entry. Landlord and its agents may enter the leased premises at any reasonable time for the purpose of inspecting the leased premises, performing any work which Landlord elects to undertake and made necessary by reason of Tenant's default under the terms hereof, exhibiting the leased premises for sale or lease, or for any other reasonable purposes.

17. Indemnification. Tenant shall indemnify Landlord against all liabilities, expenses (including attorney's fees) and losses incurred by Landlord as a result of (A) failure by Tenant to perform any covenant required to be performed by Tenant hereunder; (B) any accident, injury or damage which shall happen in or about the leased premises or resulting from the condition, maintenance, or operation of the leased premises or of the adjoining sidewalks caused by Tenant; (C) failure to comply with any requirements of any governmental authority; (D) any mechanics' lien or security agreement or other lien filed against the leased premises or fixtures and equipment therein belonging to Landlord; and (E) any negligent act or omission of Tenant, its officers, employees, and agents.

18. Condemnation.

(A) If the whole of the leased premises shall be taken, or if substantially all of the leased premises shall be taken so as to render unsuitable for Tenant's business purpose, for any public or any quasi-public use under any statute or by right of eminent domain, or by private purchase in lieu thereof, this lease shall automatically terminate as of the date title is taken. If less than substantially all of the leased premises shall be so taken, then Landlord shall at its sole option have the right to terminate this lease on 30 days notice to Tenant, given within 90 days after the date of such taking. In the event that this lease shall terminate or be terminated, rent shall be equally adjusted.

(B) If any part of the leased premises shall be so taken and this lease shall not terminate or be terminated under the provision of subparagraph (A) above, rent shall be equitably apportioned according to the space so taken, and Landlord shall at its own cost restore the remaining portion of the leased premises to the extent necessary to render them reasonably suitable for Tenant's business purpose, and shall make all repairs to the leased premises necessary to make them a complete architectural unit of substantially the same usefulness, design and construction as before the taking, provided the cost of work shall not exceed the proceeds of the condemnation award.

(C) All compensation awarded or paid upon such a total or partial taking of the leased premises shall belong to Landlord without any participation by Tenant. Nothing contained herein, however, shall be construed to preclude Tenant from prosecuting any claim directly against the damage to or cost of removal of for the value of stock trade fixtures, furniture, and other personal property belonging to Tenant; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award.

19. Damage by Fire or other Casualty.

(A) If the leased premise shall be rendered untenable by fire or other casualty, Landlord may at its sole option terminate this lease as of the date of such fire or other casualty, upon 30 days written notice to Tenant. In the event that this lease shall be terminated, rent shall be equitably adjusted.

(B) If this lease shall not be terminated under the provisions of subparagraph (A) above, rent

shall be equitably apportioned according to the space rendered untenable, and Landlord shall at its own cost restore the leased premises to substantially its same condition immediately preceding such loss, provided that the cost of such work shall not exceed the insurance proceeds received by Landlord on account of such loss;

(C) If Landlord elects to restore the leased premises and shall fail to substantially complete the same within 90 days after such fire or other casualty, due allowance being made for delay due to practical impossibility either Landlord or Tenant, by written notice to the other given within 15 days following the last day of said 90 day period, may terminate this lease as of the date of such fire or other casualty.

## 20. Default; Surrender.

(A) Each of the following shall constitute an event of Default: (i) if the leased premises shall be vacated by Tenant prior to the end of the lease period, or if Tenant is absent from the leased premises for more than 10 consecutive days; (ii) if Tenant files a voluntary petition in bankruptcy, or is adjudged bankrupt or insolvent by any federal or state court, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal or state law or regulation relating to bankruptcy, insolvency or other relief for debtors, or consents to or acquiesces in the appointment of any trustee, receiver or liquidator, or makes any general assignment for the benefit of creditors; (iii) if any monthly installment or rent as herein called for remains overdue and unpaid for 30 days; and (iv) if there shall be a default by Tenant in the performance for any other material provision of this lease agreement for more than 10 days following written notice thereof from Landlord. In the event of an event of Default, Landlord may, at its option, declare this lease to be terminated and canceled, and may take possession of the leased premises. In such case, Landlord may at its option, re-rent the leased premises or any part thereof as agent for Tenant, and Tenant shall pay Landlord the difference between the rent herein provided for during the portion of the lease term remaining at the time of re-possession and the amount, in any, received under such relating for such portion of the lease term.

(B) Upon the expiration or earlier termination of this Lease Agreement, or any renewals or extensions thereof, Tenant shall quit and surrender the leased premises to Landlord in good order and condition, ordinary wear and tear excepted. Tenant shall on the day of expiration or earlier termination, or prior to such day, remove all its property and within two weeks of such day Tenant shall repair all damage to the leased premises caused by such removal and make reasonable restoration of the leased premises to the condition in which they existed prior to the installation of the property so removed. Any property of the Tenant that remains on the Premises after the expiration or termination of this lease may be treated by the Landlord as abandoned property. Any property which is left on the leased premises that is worth (collectively) less than two thousand dollars shall be deemed abandoned and may be immediately removed by the Landlord as trash.

21. Rules, Regulations, Stipulations. Landlord and Tenant covenant that the following rules, regulations and stipulations shall be faithfully observed and performed by Tenant, its invitees, agents and employees:

(A) Tenant shall not do or permit anything to be done in the leased premises, or bring or keep anything therein, which will or may increase the rate of fire insurance of the leased premises or on property kept therein; or which will obstruct or interfere with the rights of the other tenant; or which will conflict with the laws relating to fires, or with any insurance policy on City owned buildings or any part thereof, or conflict with any of the rules and ordinances of the governing fire and health authorities.

(B) No animals shall be kept in or about the leased premises

(C) Tenant agrees to prevent damage to the leased premises, and upon failure to do so, agrees to pay for any damage caused thereby.

(D) Landlord reserves the right to make such further reasonable rules and regulations as in its judgment may from time to time be necessary or appropriate for the safety, care and cleanliness of the leased premises and common areas.

22. Quiet Enjoyment. Tenant upon payment of the rent herein provided for and upon performance of the terms of this lease, shall during the lease term have quiet enjoyment of the leased premises, subject to the provisions of the prime lease by which landlord holds an interest in the lease premises (a copy of which may be examined at the principal office of Landlord during regular business hours).

5.

23. Notices. Notices under this lease shall be in writing, signed by the party serving under such notice, and shall be sent by registered or certified United States Mail, return receipt requested, and shall be addressed to the parties at the addresses appearing below or to such other addresses as each party may have furnished writing to each other as place for service of notice. Any notice mailed shall be deemed to have been given as of the time-said notice is deposited in the United States Mail. The parties' designated representatives for purposes of receiving notices and communications pertaining to this Lease are as follows:

**Landlord:** City of Charlottesville-Transit Division  
P.O. Box 911  
Charlottesville, Virginia 22902

**Tenant:** Charlottesville Albemarle Convention and Visitor Bureau

24: Governing Law. This lease shall be construed under and governed by the laws of the Commonwealth of Virginia.

**WITNESS** the following signatures and seals as of the date first above written.

**Landlord:**

**CITY OF CHARLOTTESVILLE, VIRGINIA, by  
Its Authorized Agent, Charlottesville Transit Division**

**BY:** \_\_\_\_\_

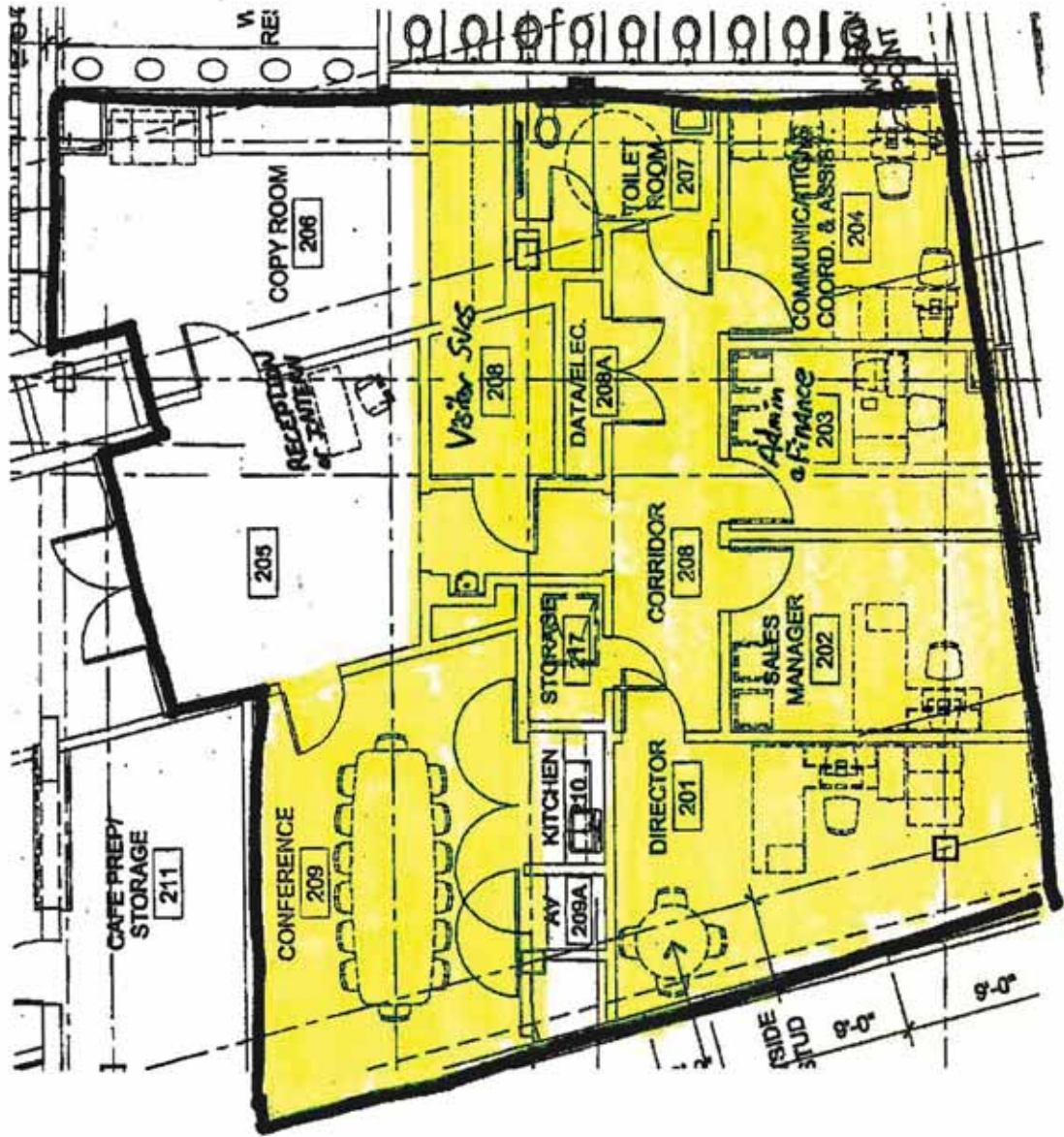
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**Tenant:** Charlottesville Albemarle Convention and Visitor Bureau

**BY:** \_\_\_\_\_

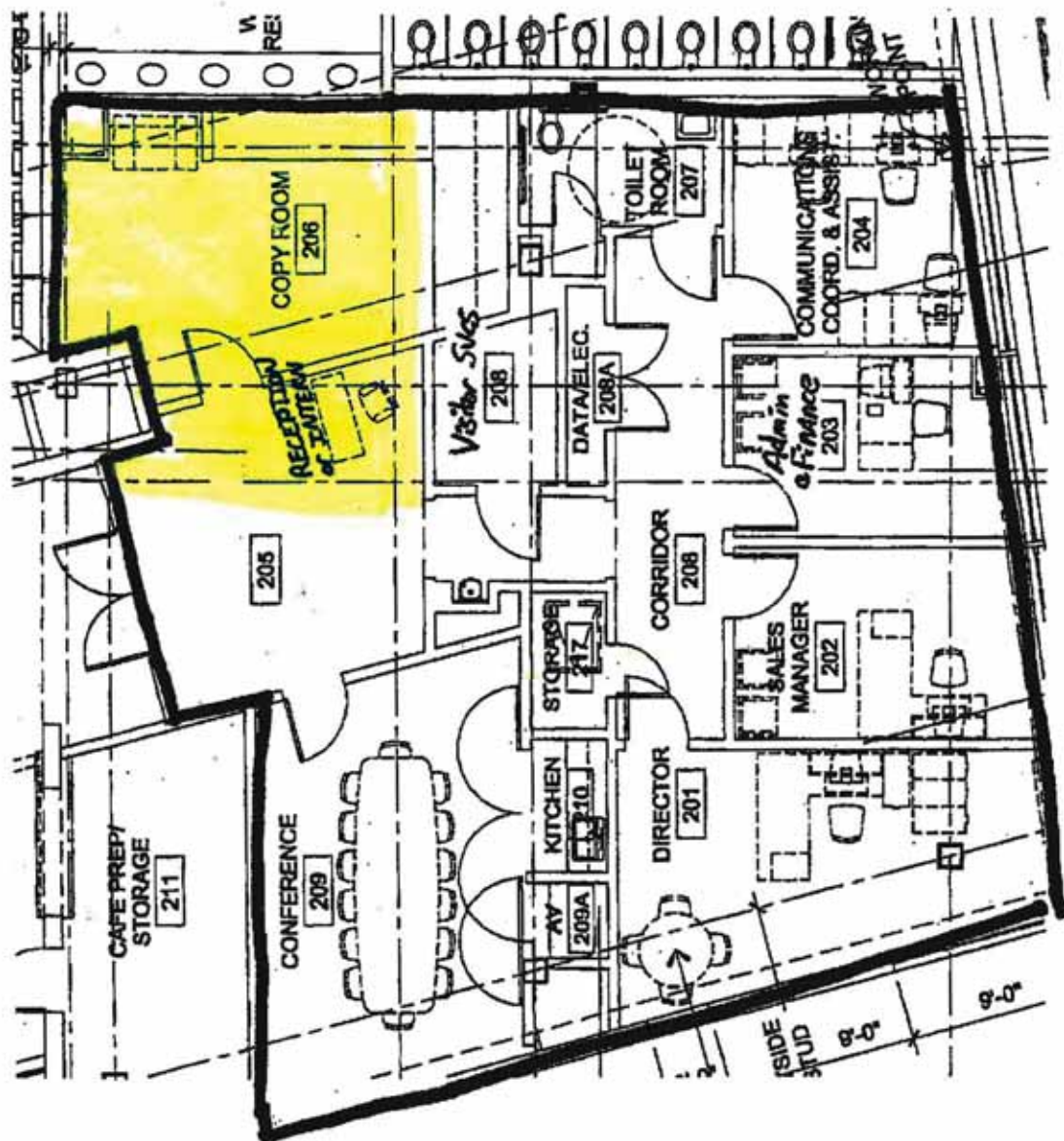
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ATTACHMENT A  
OFFICE LEASE

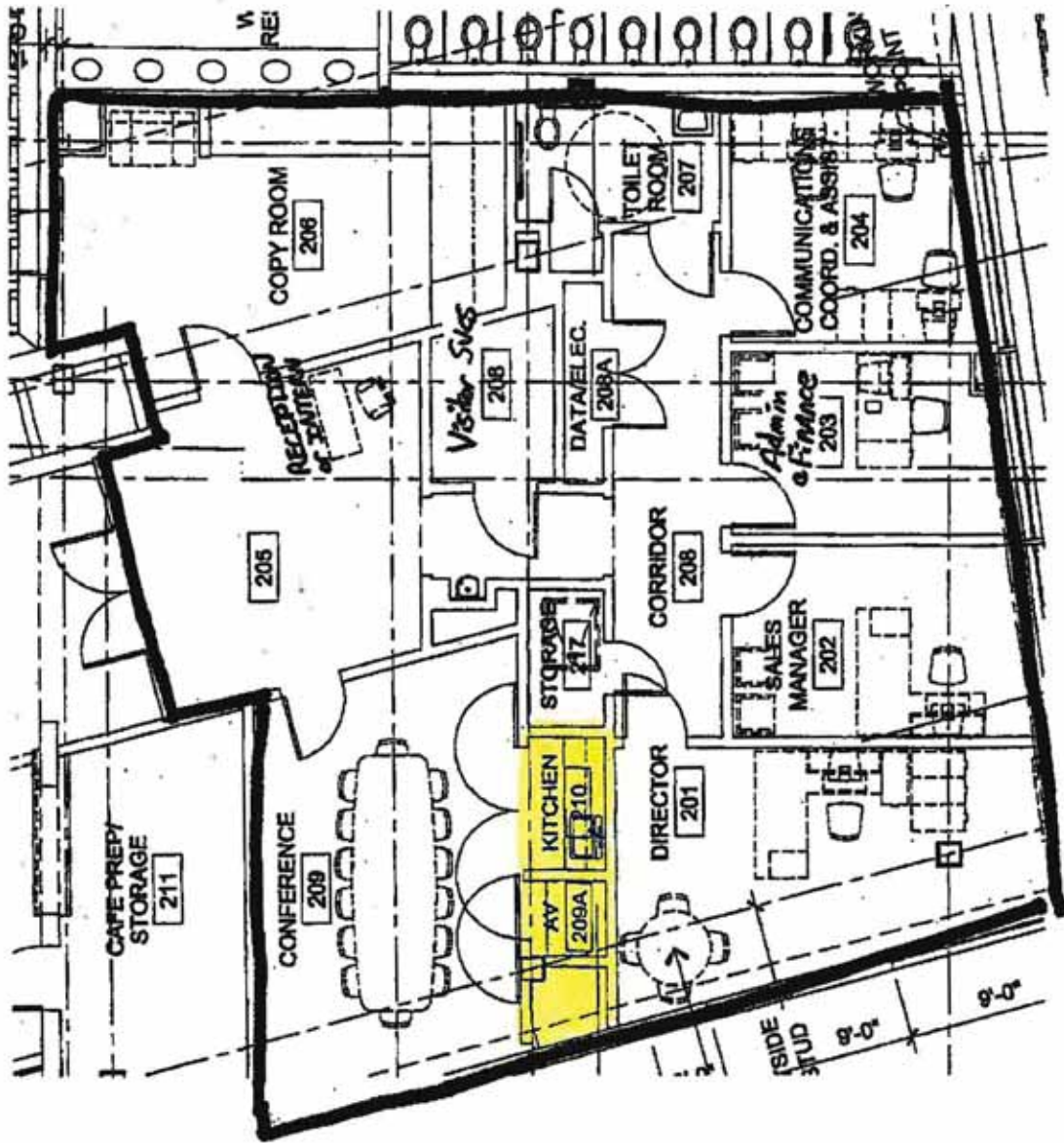




Attachment D  
Kiosk Lease



Attachment C  
Storage Lease



**RESOLUTION  
TO INITIATE A ZONING TEXT AMENDMENT  
TO ADOPT A FORM-BASED ZONING CODE  
FOR WEST MAIN STREET**

**WHEREAS**, on May 18, 2015, this City Council received a form-based Zoning Code developed for utilization along West Main Street (“Proposed FBC”); and

**WHEREAS**, Council desires to initiate a formal public hearing process, for consideration of whether the Proposed FBC should be adopted by City Council; and

**WHEREAS**, Council hereby finds and determines that the Proposed FBC should be considered for adoption as a zoning text amendment that will serve the public necessity, convenience, general welfare, or good zoning practice;

**NOW, THEREFORE,**

**BE IT RESOLVED THAT** this Council hereby **INITIATES** consideration of the Proposed FBC as a **ZONING TEXT AMENDMENT** and hereby **REFERS** this proposed zoning text amendment to the City’s Planning Commission for: (i) its review and recommendations in accordance with Virginia Code §2.2-2285 and Charlottesville City Code § 34-42, and (ii) for consideration at a joint public hearing of the Planning Commission and City Council. The joint public hearing shall be completed, and the Planning Commission shall report its recommendations to City Council on the Proposed FBC, all within 100 days after City Council’s adoption of this Resolution.