



**CITY COUNCIL AGENDA**  
**June 6, 2016**

**5:00 p.m.** **Closed session as provided by Section 2.2-3712 of the Virginia Code**  
*Second Floor Conference Room (Boards and Commissions; consultation with legal counsel regarding pending litigation with Charlottesville Parking Center.)*

**7:00 p.m.** **Regular Meeting**  
*Council Chambers*

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

**AWARDS/RECOGNITIONS ANNOUNCEMENTS** Alzheimer's and Brain Awareness Month; Daughters of Zion; Chef Vivetta Roberta Cintelli

**APPOINTMENTS TO BOARDS & COMMISSIONS**  
**CITY MANAGER RESPONSE TO MATTERS BY THE PUBLIC**

**MATTERS BY THE PUBLIC**

**RESOLUTION** Charlottesville Parking Center (1<sup>st</sup> of 1 reading) **passed 5-0 (Szakos/Galvin)**

**1. CONSENT AGENDA\*** (Items removed from consent agenda will be considered at the end of the regular agenda.)  
**Passed 5-0 (Bellamy/Galvin)**

- a. Minutes for May 16
- b. APPROPRIATION: Victim Witness Assistance Program Grant Increase – \$22,245 (1<sup>st</sup> of 2 readings)
- c. APPROPRIATION: Virginia Homelessness Solutions Grant – \$5,887 (1<sup>st</sup> of 2 readings)
- d. APPROPRIATION: Local Agency Contributions for Crisis Intervention Training - \$15,000 (1<sup>st</sup> of 2 readings)
- e. APPROPRIATION: Albemarle County Reimbursement for the Gordon Avenue Ceiling & Lighting Replacement Project – \$25,000 (1<sup>st</sup> of 2 readings)
- f. **RESOLUTION:** **Amendment to Local Government Support Agreement for Recycling Programs (1<sup>st</sup> of 1 reading)**
- g. **RESOLUTION:** ~~Virginia Land and Water Conservation Fund Grant Application for Acquisition of Park Land on Moore's Creek (1<sup>st</sup> of 1 reading)~~ staff pulled due to SIA funding issues
- h. **RESOLUTION:** **2016 Climate Protection Program Support Grant – \$70,000 (1<sup>st</sup> of 1 reading)**
- i. **RESOLUTION:** **Approval of Employment of Outside Counsel (1<sup>st</sup> of 1 reading)**
- j. **RESOLUTION:** **Notification of PILOT for Utilities (1<sup>st</sup> of 1 reading)**
- k. **ORDINANCE:** **Utility Rates (2<sup>nd</sup> of 2 readings)**
- l. **ORDINANCE:** Homeowner Tax Relief Grant (1<sup>st</sup> of 2 readings)
- m. **APPROPRIATION:** Housing Opportunities for Persons with AIDS – \$11,485 (1<sup>st</sup> of 2 readings)

**2. PUBLIC HEARING / RESOLUTION\*** **Charlottesville Albemarle Convention and Visitors Bureau Lease Renewal (1<sup>st</sup> of 1 reading) – Passed 5-0 (Szakos/Galvin)**

**3. PUBLIC HEARING / ORDINANCE\*** Closing Unaccepted Street off Douglas Avenue (1<sup>st</sup> of 2 readings) – **Carried (Galvin/Szakos)**

**4. RESOLUTION\*** **Aqua Car Wash – 1300 Emmet Street (1<sup>st</sup> of 1 reading) – Passed 3-2 (Szakos/Fenwick; Noes: Galvin, Bellamy)**

**5. RESOLUTION\*** **International School of Charlottesville SUP – 209 Maury Ave. (1<sup>st</sup> of 1 reading) – Passed 5-0 (Fenwick/Galvin)**

**6. RESOLUTION\*** **Blue Moon Redevelopment SUP – 600 W. Main St. (1<sup>st</sup> of 1 reading) – deferred to 6/20**

**7. RESOLUTION\*** **Sidewalk Waiver Request for 1501 Rugby Rd. (1<sup>st</sup> of 1 reading) – passed 3-2 to deny waiver on one portion and grant on another (Szakos/Galvin; Noes: Bellamy, Fenwick)**

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

\*ACTION NEEDED

## **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.

Amendment No. 5 to the Local Government Support Agreement for Recycling Programs among the City, Albemarle County and the Rivanna Water and Sewer Authority, dated August 23, 2011, extending the expiration date of the original Agreement to June 30, 2017.

**AMENDMENT NO. 5 TO  
LOCAL GOVERNMENT SUPPORT AGREEMENT FOR RECYCLING PROGRAMS  
AMONG  
THE CITY OF CHARLOTTESVILLE  
THE COUNTY OF ALBEMARLE  
AND  
THE RIVANNA SOLID WASTE AUTHORITY**

This **Amendment No. 5** to the **Local Government Support Agreement for Recycling Programs** (this “Amendment”) is made this \_\_\_ day of \_\_\_\_\_, 2016 by and among the **City of Charlottesville, Virginia** (the “City”), the **County of Albemarle, Virginia** (the “County”) and the **Rivanna Solid Waste Authority** (the “Authority”, individually a “Party”, and together referred to as the “Parties”).

WHEREAS, the City, the County and the Authority entered into a certain Local Government Support Agreement for Recycling Programs dated August 23, 2011 (the “Original Agreement”) providing the terms of the City’s and County’s shared financial support and Authority’s operation of the Recycling Services; and

WHEREAS, the Original Agreement provided that such financial support and operations continue through the Authority’s fiscal year ending June 30, 2012, with the City and County retaining an exclusive option to extend the Original Agreement for two successive one-year periods by giving prior written notice to the Authority; and

WHEREAS, the City and County exercised their first option to extend the term of the Original Agreement through June 30, 2013, but the County elected not to exercise its second option to extend the term through June 30, 2014 and instead requested, with the concurrence of the City, an extension of the Original Agreement through December 31, 2013; and

WHEREAS, the City, the County and the Authority entered into Amendment No. 1 to the Original Agreement dated June 5, 2013 extending the term of the Original Agreement through December 31, 2013; and,

WHEREAS, the City, the County and the Authority entered into Amendment No. 2 to the Original Agreement dated October 23, 2013 extending the term of the Original Agreement through June 30, 2014; and,

WHEREAS, the City, the County and the Authority entered into Amendment No. 3 to the Original Agreement dated January 28, 2014 extending the term of the Original Agreement through June 30, 2015; and,

WHEREAS, the City, the County and the Authority entered into Amendment No. 4 to the Original Agreement dated July 1, 2015 extending the term of the Original Agreement through June 30, 2016 (the Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4, hereinafter, the “Agreement”); and,

WHEREAS, the County desires an additional extension of the term of the Agreement through June 30, 2017, and the City is agreeable to an extension for such period.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. **Amendment to Section 4.** Section 4 of the Agreement, entitled "Term of Agreement," is amended and restated as follows:

4. **Term of Agreement**

This Agreement shall be effective upon execution and the financial participation requirements shall be retroactive to July 1, 2011 and shall continue through June 30, 2017.

2. **Miscellaneous.** Capitalized terms used herein shall have the meanings ascribed to them in the Agreement unless otherwise specifically defined herein. Except as expressly modified hereby, all other terms and conditions of the Agreement shall remain unchanged and shall continue in full force and effect. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates below.

CITY OF CHARLOTTESVILLE:

\_\_\_\_\_  
Maurice Jones  
City Manager

\_\_\_\_\_  
Date

COUNTY OF ALBEMARLE:

\_\_\_\_\_  
Thomas C. Foley  
County Executive

\_\_\_\_\_  
Date

RIVANNA SOLID WASTE AUTHORITY:

\_\_\_\_\_  
Lonnie Wood  
Acting Executive Director

\_\_\_\_\_  
Date

**RESOLUTION**  
**2016 Climate Protection Program Support Grant**  
**\$ 70,000**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Charlottesville, Virginia that the sum of \$70,000 is hereby paid to LEAP from currently appropriated funds in the Gas Fund, Environmental Sustainability Cost Center as follows:

\$70,000      Fund: 631              Cost Center: 2711001000      G/L Account: 599999

**MEMORANDUM OF UNDERSTANDING  
2016 CLIMATE PROTECTION PROGRAM SUPPORT**

This Memorandum of Understanding (“MOU”) is made this \_\_\_ of \_\_\_\_\_, 2016, by and among the City of Charlottesville, Virginia and the Local Energy Alliance Program.

**Whereas**, the City of Charlottesville, Virginia, (hereafter, the City) wishes to raise the energy literacy and awareness in the community, to increase energy performance of Charlottesville homes and non-residential buildings, and to reduce the greenhouse gas associated with community-wide energy use, and;

**Whereas**, the Local Energy Alliance Program (hereafter, LEAP) wishes to serve our local community to conserve energy in existing buildings, to promote cost savings, job creation, sustainability, local economic development, and environmental stewardship, and;

**Whereas**, LEAP wishes to provide access to expertise and action steps for energy efficiency and renewable energy implementation;

**Whereas**, the parties agree that the intended use and release of City funds should be authorized in a mutually agreed fashion, in furtherance of these shared goals;

**Now, Therefore**, the City and LEAP jointly agree that upon execution of this MOU, LEAP will be granted an amount of Seventy Thousand Dollars (\$70,000) the source of which is already appropriated funds in Fund 631, Cost Center 2711001000, for the purpose of providing the 2016 Climate Protection Program support focused on raising the energy literacy and awareness in the community, providing access to expertise and action steps for improved energy performance and making the energy efficiency actions process streamlined, easy to understand, and financially attractive, affordable, and accessible. The parties agree to the terms and conditions of this MOU as set forth below:

1. Use of Funds:

The parties agree that funds may be used only for the following purposes as covered in the 2016 Climate Protection Program Support proposal:

- A. Assisting in the development and execution of Energize!Charlottesville (created and managed in conjunction with the Georgetown University Energy Prize Competition) that drives mass uptake of energy efficiency improvements in the residential and low-income/multifamily sectors.
- B. Provision of low cost Home Energy Audit Walk-Throughs for Charlottesville residents that include a checklist of improvement opportunities and the installation of energy savings measures.
- C. Incorporation of water saving and home safety measures into Home Energy Audits
- D. Basic weatherization services.
- E. Improved durability, affordability, and value of the City’s residential building stock.
- F. Bringing additional grants, resources, and expertise to Charlottesville’s CPP and the community.

- G. Providing subject matter expertise and consultation around energy literacy, healthy homes, housing affordability, and energy policy in Charlottesville by being a resource for educational workshops/presentations and assisting staff with policy reviews.
- H. Promotion of Charlottesville rebates and tax credits via customer marketing, education, and outreach including presentations, e-Newsletter content, and campaigns.
- I. Promotion of financing for energy improvements through LEAP's partnership with the UVA Community Credit Union and the interest rate buy down programs for residential and commercial properties in the City.
- J. Support in delivery of non-residential program elements
- K. Associated marketing, outreach, and program administration.

## 2. Program Parameters:

Upon receipt of the grant, LEAP agrees to provide the proposed program support to promote energy performance improvements in residential and non-residential buildings.

## 3. Program Progress Reports

LEAP acknowledges the City's desire to receive progress reports regarding the accomplishments of the program at a minimum of two mutually established checkpoint dates. Both parties agree to the value of monthly or bi-monthly progress/coordination meetings to ensure that pursuit of common goals is on track. Progress reports may be provided to those LEAP board members appointed to represent the City of Charlottesville and may contain the metrics outlined in the June 2016 proposal.

## 4. Modification Terms

This MOU may be supplemented, modified, or amended by mutual agreement as set forth in writing.

**In Witness Whereof**, the City of Charlottesville and the Local Energy Alliance Program have executed this MOU effective the last date written below.

**CITY OF CHARLOTTESVILLE, VIRGINIA**

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

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

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

*Approved as to Form:*

*Funds are Available:*

\_\_\_\_\_  
S. Craig Brown, City Attorney

\_\_\_\_\_  
Director of Finance, or designee

**LOCAL ENERGY ALLIANCE PROGRAM**

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

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

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



**RESOLUTION**  
**AUTHORIZING THE RETENTION OF OUTSIDE LEGAL COUNSEL**

**BE IT RESOLVED** by the Council for the City of Charlottesville, Virginia that the retention of the law firm of LeClairRyan for the purpose of assisting in the representation of the City in the case of Charlottesville Parking Center, Inc. v. City of Charlottesville, and in the resolution of legal matters involving the Water Street Parking Garage, is hereby ratified and approved.

**RESOLUTION**  
**Notification of PILOT for Utilities**

**Whereas**, raising revenue to pay for maintenance and repairs to infrastructure through the utility prevents the utility from incurring debt; and

**Whereas**, it is common practice for many communities to receive some payment in lieu of taxes to represent the corporate tax liability of a utility; and

**Whereas**, the City Council of Charlottesville is committed to keeping all rate payers informed of how the public utility operates;

**Be It Resolved**, that the PILOT fee (as cents/dollar) and its uses (inclusive of any surpluses) will henceforth be identified on customers' bills;

**Be It Further Resolved**, that this information will also be posted in a prominent location on the City's public utilities website.

**AN ORDINANCE  
AMENDING AND REORDAINING  
CHAPTER 31 (UTILITIES) OF THE CODE  
OF THE CITY OF CHARLOTTESVILLE, 1990, AS AMENDED,  
TO ESTABLISH NEW UTILITY RATES AND SERVICE FEES  
FOR CITY GAS, WATER AND SANITARY SEWER.**

**BE IT ORDAINED** by the Council of the City of Charlottesville, Virginia, that:

**1. Sections 31-56, 31-57, 31-60, 31-61, 31-62, 31-153 and 31-156 of Chapter 31, of the Code of the City of Charlottesville, 1990, as amended, are hereby amended and reordained as follows:**

**CHAPTER 31. UTILITIES**

**ARTICLE II. GAS**

**DIVISION 2. TYPES OF SERVICE; SERVICE CHARGES**

**Sec. 31-56. Rates - Generally.**

The firm service gas rates based on monthly meter readings shall be as follows:

Basic Monthly Service Charge	\$ 10.00	
First 3,000 cubic feet, per 1,000 cubic feet	<del>\$ 9.4665</del>	<u>\$8.0201</u>
Next 3,000 cubic feet, per 1,000 cubic feet	<del>\$ 8.8985</del>	<u>\$7.5389</u>
Next 144,000 cubic feet, per 1,000 cubic feet	<del>\$ 7.9518</del>	<u>\$6.7369</u>
All over 150,000 cubic feet, per 1,000 cubic feet	<del>\$ 7.7625</del>	<u>\$6.5765</u>

**Sec. 31-57. Same--~~Summer~~ air conditioning.**

(a) Gas service at the rate specified in this paragraph (“air conditioning rate”) shall be available to customers who request such service in writing and who have installed and use air conditioning equipment operated by natural gas as the principal source of energy. The air conditioning rate will be ~~\$8.0591~~ \$7.1571 per one thousand (1,000) cubic feet of gas used per month.

(b) The director of finance may, when it is impracticable to install a separate meter for air conditioning equipment, permit the use of one (1) meter for all gas delivered to the customer, in which instance the director of finance shall estimate the amount of gas for uses other than air conditioning and shall bill for such gas at the rates provided in applicable sections of this division.

...

**Sec. 31-60. Interruptible sales service.**

(a) *Conditions.* . . .

(b) *Customer's agreement as to discontinuance of service.* . . .

(c) *Basic monthly service charge.* The basic monthly charge per meter for interruptible sales service ("IS gas") shall be sixty dollars (\$60.00).

(d) *Rate.* For all gas consumed by interruptible customers the rate shall be ~~\$6.9358~~ \$5.6652 per one thousand (1,000) cubic feet for the first six hundred thousand (600,000) cubic feet, and ~~\$5.7006~~ \$4.3750 per one thousand (1,000) cubic feet for all volumes over six hundred thousand (600,000) cubic feet.

(e) *Annual Minimum Quantity.* Interruptible rate customers shall be obligated to take or pay for a minimum quantity of one million two hundred thousand (1,200,000) cubic feet of gas annually. Each year, as of June 30, the director of finance shall calculate the total consumption of each interruptible customer for the preceding twelve (12) monthly billing periods, and shall bill any customer that has consumed less than the minimum quantity for the deficient amount at the rate of ~~\$5.7006~~ \$4.3750 per one thousand (1,000) cubic feet. Any new customer shall be required to enter into a service agreement with the City prior to the start of service. If an interruptible customer terminates service the annual minimum requirement shall be prorated on the basis of one hundred thousand (100,000) cubic feet per month for each month the customer has received service since the last June 30 adjustment.

(f) *Contract required.* . . .

**Section 31-61. Interruptible Transportation Service.**

(a) *Generally.* ...

(b) *Rates.* The rates for interruptible transportation service ("TS gas") shall be as follows:

- (1) \$3.6347 per decatherm for a combined IS and TS customer, and
- (2) ~~\$3.3278~~ \$3.1808 per decatherm for a customer receiving only TS gas, and
- (3) ~~\$1.9588~~ \$1.8869 per decatherm, for customers who transport 35,000 or more decatherms per month ("large volume transportation customers"), regardless of whether such large volume transportation customer receives only TS gas, or also receives IS service.

- (c) *Basic Monthly Service Charges. . . .*
- (d) *Special terms and conditions. . . .*
- (e) *Extension of facilities. . . .*
- (f) *Billing month. . . .*
- (g) *Lost and unaccounted-for gas. . . .*
- (h) *Combined IS and TS customer using more than provided or scheduled by customer....*
- (i) *TS Customer providing more gas, or less gas, than customer's usage. . . .*
- (j) *Other terms and conditions. . . .*

**Section 31-62. Purchased gas adjustment.**

In computing gas customer billings, the basic rate charges established under sections 31-56, 31-57, 31-60 and 31-61 shall be adjusted to reflect increases and decreases in the cost of gas supplied to the city. Such increases or decreases shall be computed as follows:

(1) For the purpose of computations herein, the costs and charges for determining the base unit costs of gas are:

- a. Pipeline tariffs;
- b. Contract quantities; and
- c. Costs of natural gas, in effect or proposed as of March 1, ~~2015~~ 2016.

(2) Such base unit costs are ~~\$4.412~~ 3.2613 per one thousand (1,000) cubic feet for firm gas service and ~~\$3.1235~~ 1.9814 per one thousand (1,000) cubic feet for interruptible gas service.

(3) In the event of any changes in pipeline tariffs, contract quantities or costs of scheduled natural gas, the unit costs shall be recomputed on the basis of such change in accordance with procedures approved by the city manager. The difference between the unit costs so computed and the base unit costs shall represent the purchased gas adjustment to be applied to all customer bills issued beginning the first billing month after each such change.

**ARTICLE IV. WATER AND SEWER SERVICE CHARGES**

...

**Sec. 31-153. Water rates generally.**

(a) Water rates shall be as follows:

	<u>May-September</u>	<u>October-April</u>
(1) Monthly service charge.	\$4.00	\$4.00
(2) Metered water consumption, per 1,000 cu. ft .	<del>\$60.31</del> <u>62.78</u>	<del>\$46.39</del> <u>48.29</u>

(b) This section shall not apply to special contracts for the consumption of water which have been authorized by the city council.

...

**Sec. 31-156. Sewer service charges generally.**

(a) Any person having a connection directly or indirectly, to the city sewer system shall pay therefor a monthly charge as follows:

(1) A basic monthly service charge of four dollars (\$4.00).

(2) An additional charge of ~~seventy dollars and forty four cents (\$70.44)~~ seventy four dollars and sixty one cents (\$74.61) per one thousand (1,000) cubic feet, of metered water consumption.

(b) Any water customer not discharging the entire volume of water used into the city's sanitary sewer system shall be allowed a reduction in the charges imposed under this section, provided such person installs, at his expense, a separate, City-approved water connection to record water which will not reach the City sewer system. The cost and other terms of City Code section 31-102 shall apply. For customers with monthly water consumption in excess of thirty thousand (30,000) cubic feet, where the director of finance considers the installation of a separate meter to be impracticable, the director may establish a formula which will be calculated to require such person to pay the sewer charge only on that part of the water used by such person which ultimately reaches the city sewers.

**2. The foregoing amendments shall become effective July 1, 2016.**

## **RESOLUTION**

### **APPROVING A LEASE OF CITY PROPERTY TO THE CHARLOTTESVILLE ALBEMARLE CONVENTION AND VISITORS BUREAU**

**WHEREAS**, the Charlottesville Albemarle Convention and Visitors Bureau (CACVB) maintains its offices, and operates a visitor's information center, within certain premises at 610 East Main Street, Charlottesville, Virginia (the Downtown Transit Center building), as the tenant under certain lease agreements with the City of Charlottesville (City), and the term of such lease agreements will expire June 30, 2016; and

**WHEREAS**, the City and CACVB desire to enter into a new lease agreement for all of the space currently occupied by CACVB, effective July 1, 2016, under the terms and conditions of a proposed Lease presented to and reviewed by this Council in conjunction with its consideration of this Resolution ("Proposed Lease"); now, therefore,

**BE IT RESOLVED** that City Council does hereby approve the Proposed Lease with CACVB; and

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized: (i) to execute a final lease agreement with CACVB, upon terms and conditions consistent with those set forth within the Proposed Lease and approved as to form by the City Attorney's Office, and (ii) to act as the agent of City Council for the administration of the lease with CACVB, and to give such approvals and notices, and to exercise such rights as may be authorized or reserved to the City within such lease agreement.

## LEASE

**THIS LEASE** is made effective **July 1, 2016**, by and between THE CITY OF CHARLOTTESVILLE, VIRGINIA (herein, "City"), and the CHARLOTTESVILLE ALBEMARLE CONVENTION AND VISITORS BUREAU (herein, "Tenant").

For in consideration of the terms, conditions and mutual covenants contained herein, the parties agree as follows:

1. **Lease of Property.** City hereby demises to Tenant, and Tenant hereby leases from City, certain premises within a building located at 610 East Main Street, Charlottesville, Virginia, otherwise known as the "Presidential Plaza Visitor/Transit Center", such premises consisting of three areas within the upper level of the premises. Specifically:

A. Lobby Area	352 Square Feet
B. Office Area	1,750 Square Feet
C. Storage Area	173 Square Feet

The demised premises are generally illustrated within the attached *Exhibit A*, within the areas outlined in yellow (hereafter the foregoing premises are, individually and collectively, referred to as the "Leased Premises"). Each party warrants that it has had adequate opportunity to verify the accuracy of the square footages set forth above, and that the referenced square footages are and shall hereafter be deemed acceptable to both parties as the basis upon which Rent shall be calculated.

Said Leased Premises are demised together with a nonexclusive right to use of all sidewalks, elevators, entrances, hallways, stairs and the other areas within or appurtenant to the building which are designed for common use.

2. **Term.** The initial term of this Lease shall be for a period of three years, commencing on July 1, 2016 ("Commencement Date") and expiring at midnight on June 30, 2019, unless sooner terminated by the City or the Tenant in accordance with the terms and conditions of this lease.

(A) This Lease may be renewed by agreement of the parties, for not more than two additional terms of one-year each.

(B) If Tenant holds possession of the Leased Premises following the expiration or earlier termination of any term of this Lease, then Tenant shall become a tenant from month-to-month on the terms and conditions of this Lease, and rent shall continue as provided within this Lease.

3. **Rent.** Tenant shall pay to the City as Rent for the Leased Premises the total sum of \$45,122.00 annually ("Rent"), payable in monthly installments of \$3,760.17 each (each, a "Monthly Installment"), without notice or demand therefor. The first Monthly Installment shall be due on the Commencement Date; thereafter, a Monthly Installment shall be due to the City on or before the first day of every calendar month. In the event that a termination of this Lease takes effect on a day other than the last day of a month, that last month's Rent may



be prorated accordingly. Rent is not subject to increase during the term of the Lease. The Rent has been established as follows:

A. Lobby Area	\$8.00 per square foot	\$2,816.00 annually
B. Office Area	\$22.00 per square foot	\$38,500.00 annually
C. Storage Area	\$22.00 per square foot	\$3,806.00 annually

Each Monthly Installment shall be paid to the City without any setoff or deduction whatsoever; provided, however, that the City may, at its sole option, and only by advance written agreement, authorize specific amount(s) to be setoff or deducted from a Monthly Installment.

4. **Security Deposit.** No security deposit shall be required of Tenant.

5. **Use of Premises.**

(A) Tenant represents and warrants that it will utilize the Leased Premises as office space for its operations, and as a visitor information center (inclusive of activities as are reasonably and necessarily incidental thereto, such as dissemination of visitor information and use of designated wall space for promotion and advertising). The Leased Premises shall not be utilized for any other purpose(s) without the advance written permission of the City.

(B) In its use and occupancy of the Leased Premises, Tenant shall comply with (i) applicable laws, ordinances, and regulations (including, without limitation, building and fire codes relating to the use and condition of the Leased Premises), and (ii) Tenant shall also comply with rules that may be established by City.

6. **Maintenance of Leased Premises.**

(A) City shall at its expense provide routine cleaning and janitorial services for the Leased Premises and common areas, and shall be responsible for removal of ice and snow from sidewalks and driveways. City shall maintain all of the common areas in a clean and orderly condition. City shall replace any broken plate glass within the Leased Premises.

(B) Tenant shall keep and maintain the Leased Premises in the condition in which they exist on the Commencement Date, with exception of: reasonable wear and tear, and damage caused by accidental fire or other casualty. Tenant shall be responsible for any maintenance and repair of the Leased Premises necessitated by or attributable to actions of Tenant, its invitees, agents or employees. Tenant shall keep the Leased Premises free of vermin.

7. **Maintenance of Building Systems.** City shall at its expense maintain and keep in good repair (i) the roof and common exterior walls of the building in which the Leased Premises are situated; (ii) common plumbing and permanent electrical wiring serving the Leased Premises; (iii) the building's: heating, cooling and air handling equipment; elevator;

restrooms; and plumbing fixtures. Notwithstanding any other provision of this Lease, the cost of any 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.

8. **Furnishings, Fixtures, Equipment and other Property.**

(A) The Leased Premises contain certain basic furnishings, fixtures, and equipment, as may be reflected on building plans in the possession of the City, and which are available for inspection by Tenant at all regular business hours. Any additional furnishings, fixtures, equipment or other property required by Tenant may be installed by Tenant at Tenant's expense with prior approval of City, which shall not be unreasonably withheld.

(B) All furnishings, fixtures, equipment and other property belonging to the Tenant, located on or about the Leased Premises, shall be there at the sole risk of the Tenant, and the City shall not be liable for the theft or misappropriation thereof, or for any damage or injury thereto, or for damage or injury to the Tenant or any of Tenant's 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 building, 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 building, or due to any other cause whatsoever, unless resulting from the willful acts of the City, its employees, agents or representatives for which it/ they may be held responsible under the laws of the Commonwealth of Virginia.

(C) Tenant shall give immediate notice to the City in case of fire or accident within the Leased Premises, or of any defects, damages or injury therein or in any fixtures or equipment provided by City.

9. **Alterations.** Alterations and improvements may be made to the Leased Premises by Tenant, but only with the City's advance written consent. Upon the expiration or earlier termination of this Lease, Tenant's alterations and improvements shall be removed, and the Leased Premises returned to their condition as of the Commencement Date, unless the City agrees otherwise in writing.

10. **Signs.** Tenant shall not display or erect any lettering, sign, advertisement, sales apparatus or other projection in any manner or place such that they are visible from locations exterior to the Leased Premises (excluding interior window and door glass), except with the advance written approval of City.

11. **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.

12. **Utilities.** Tenant shall be responsible for telephone, cable television, internet and other communications service/utility charges provided to or utilized by Tenant at the Leased Premises. City shall pay the charges for other utilities provided to the Leased Premises.
13. **Liability Insurance.** Tenant, at its sole cost and expense, shall obtain and keep in force a local government liability insurance policy with a minimum limit of no less than \$1,000,000 per occurrence, throughout the term(s) of this Lease. The policy shall include, without limitation, coverage for bodily injury and property damage to the Leased Premises. This insurance coverage shall be primary with respect to any other insurance maintained by the Tenant or City.
14. **Assignments.** Tenant shall not assign its rights or obligations under this Lease, or sublease the Leased Premises, without the prior written consent of City, which consent shall not be unreasonably withheld.
15. **City's Right of Entry.** City and its agents may enter the Leased Premises at any reasonable time, for the purpose of inspecting the Leased Premises, performing any work which City elects to undertake or is required by this Lease to perform, exhibiting the Leased Premises for sale or lease, and for any other reasonable purposes.
16. **Indemnification.** Tenant shall indemnify City against all liabilities, expenses (including attorney's fees) and losses incurred by City 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 caused by Tenant; (C) failure to comply with any laws, ordinances, regulations or 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 City; and (E) any negligent act or omission of Tenant, its officers, employees, and agents.
17. **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 City shall at its sole option have the right to terminate this Lease on 30 days' advance 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 if subparagraph (A) above, rent shall be equitably apportioned according to the space so taken, and City 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 City without any participation by Tenant. Nothing contained herein, however, shall be constructed 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 City's award.

18. **Damage by Fire or other Casualty.** If the Leased Premises shall be rendered untenable by fire or other casualty:

- (A) City may at its sole option terminate this Lease as of the date of such fire or other casualty, upon 30 days' advance written notice to Tenant. In the event of such termination, rent shall be equitably adjusted.
- (B) If the City elects not to terminate this under the provisions of subparagraph (A) above, Tenant's rent shall be equitably apportioned according to any space rendered untenable, and City 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 City on account of such loss. If City fails to substantially complete the restoration within 90 days after such fire or other casualty (subject to allowance for delay not the fault of either City or Tenant) then either party may terminate this Lease by giving written notice to the other party within 15 days following the expiration of the 90-day restoration period.

19. **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 City.

(B) In the event of an Event of Default, City may, at its option, declare this Lease to be terminated and canceled, and may take possession of the Leased Premises. In such case, City may at its option, re-rent the Leased Premises or any part thereof as agent for Tenant, and Tenant shall pay City 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.

(C) Upon the expiration or earlier termination of the initial term of this Lease, or of any renewal term, Tenant shall quit and surrender the Leased Premises to City in good order and condition, ordinary wear and tear excepted. Tenant shall, on or prior to the Expiration Date or earlier termination date, remove all of its property (inclusive of furnishings, fixtures, equipment and all other property). Thereafter, within two weeks of such date, Tenant shall repair all damage to the Leased Premises caused by such removal and make restoration of the Leased Premises in accordance with the terms and conditions of this Lease. Any property of the Tenant that remains on the Premises after the expiration or termination of this Lease may be treated by the City 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 City as trash.

20. **Miscellaneous covenants.** Tenant shall faithfully observe and perform the following covenants, in addition to the other terms, conditions and covenants of this Lease:

(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 building of which the Leased Premises are a part, or obstruct or interfere with the rights of any other tenant(s).

(B) Tenant shall not keep any animal(s) 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) Tenant shall observe reasonable rules and regulations established from time to time by the City for the promotion of the convenience, safety or welfare of tenants and invitees, after being given notice thereof by the City.

21. **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 of the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall have the peaceful and quiet use of the Leased 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 City or any other person or persons lawfully claiming by, through or under the City; subject, nevertheless, to the terms and conditions of this Lease.

22. **Notices.** Notices under this Lease shall be in writing, signed by the party giving such notice, and shall be hand-delivered or sent by: (i) United States Mail, or (ii) electronic mail, addressed to a party at its address given below, or to such other address as a party may have furnished to the other by written notice. Any notice sent by U.S. mail shall be deemed to have been given as of the time-said notice is deposited in the United States Mail. The parties' designated representatives and addresses for purposes of notices and communications pertaining to this Lease are as follows:

**City:** City of Charlottesville- Attention: Transit Division Director  
Mail: P.O. Box 911  
Delivery: 1545 Avon St. Extended  
Charlottesville, Virginia 22902  
Email: [jonesjo@charlottesville.org](mailto:jonesjo@charlottesville.org)

**Tenant:** Charlottesville Albemarle Convention and Visitor Bureau-Attention: Director  
Mail: P.O. Box 178  
Delivery: 610 East Main Street  
Charlottesville, Virginia 22902  
Email: [burkhart@charlottesville.org](mailto:burkhart@charlottesville.org)

23. **Governing Law.** This Lease shall be construed under and governed by the laws of the Commonwealth of Virginia.

24. **Exhibits.** The following exhibit(s) are attached and incorporated herein by reference, as if set forth herein verbatim: *Exhibit A* (Floor Plan illustrating general location of leased premises)

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

**City:**  
**CITY OF CHARLOTTESVILLE, VIRGINIA**

**BY:** \_\_\_\_\_  
Maurice Jones, Its City Manager

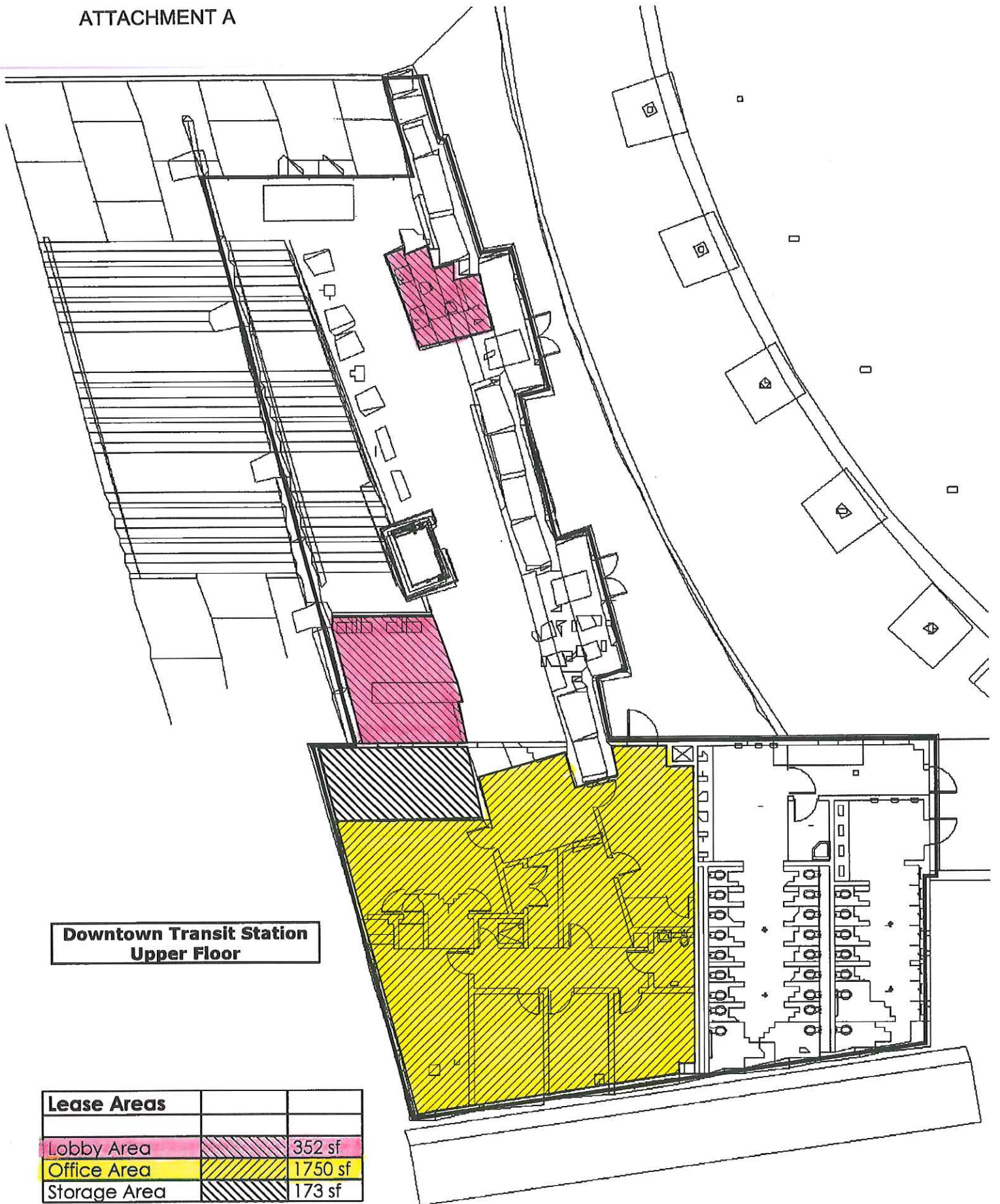
**Tenant:**  
**CHARLOTTESVILLE ALBEMARLE CONVENTION AND VISITORS BUREAU**

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




**Print Name:** \_\_\_\_\_

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

ATTACHMENT A



**Downtown Transit Station  
Upper Floor**

Lease Areas		
Lobby Area		352 sf
Office Area		1750 sf
Storage Area		173 sf

**RESOLUTION  
APPROVING A SPECIAL USE PERMIT  
TO AUTHORIZE THE ESTABLISHMENT AND OPERATION OF A CAR WASH  
AT 1300 EMMET STREET NORTH**

**WHEREAS**, Aqua Virginia, LLC, Contract Purchaser (“Applicant”) has requested City Council to approve a special use permit pursuant to City Code §34-796, to authorize the establishment of a Car Wash (Manual) use at 1300 Emmet Street North (City Tax Map 40, Parcel 4F) (Tax Map Parcel Id. # 400004F00) (the “Subject Property”) (the proposed “Special Use”); and

**WHEREAS**, the Special Use requested by the Applicant is generally described within the Applicant’s application materials dated March 22, 2016, submitted in connection with SP16-00005 (the “Application Materials”), and the Special Use is allowed by special use permit within the Emmet Street Commercial Corridor Zoning District (ES), pursuant to City Code 34-796; and

**WHEREAS**, the existing building at the Subject Property, previously the site of Pizza Hut and Subway restaurants, is currently vacant, and is proposed to be demolished/ removed to allow for establishment of the Special Use and related buildings and improvements; and

**WHEREAS**, the Planning Commission has reviewed the Application Materials, and the City’s Staff Report, and following a joint public hearing, duly advertised and conducted by the Planning Commission on May 10, 2016, the Commission voted to recommend that City Council should approve the requested special use permit, subject to certain conditions recommended for Council’s consideration; and

**WHEREAS**, following the joint public hearing, and upon consideration of the Planning Commission’s recommendations as well as the factors set forth within Sec. 34-157 of the City’s Zoning Ordinance, this Council finds and determines that granting the requested special use permit subject to suitable conditions would serve the public necessity, convenience, general welfare or good zoning practice; now, therefore,

**BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that, pursuant to City Code §34-796, a special use permit is hereby approved and granted to authorize a Car Wash (Manual) to be established and operated on the Subject Property, subject to the following conditions:

1. The Special Use approved is a manual car wash, a facility where cleaning is performed by employees of the facility. If the property owner wishes to establish or operate an automatic car wash, or a self-service car wash, those types of car washes are not covered by this permit.
2. Access to Meadowbrook Road from the Subject Property shall be closed off during hours when the car wash is not open to the public.
3. Signage shall be placed interior to the site, directing the drivers of motor vehicles exiting the rear of the site to turn left onto Meadowbrook Road and proceed to Morton Drive in



order to access Emmet Street North. This will help mitigate any potential increase in traffic through the Meadowbrook Hills/Rugby neighborhood. The location, type and orientation of the signage shall be reviewed and approved by the Traffic Engineer. In addition to the interior signage, some type of physical improvement (for example, a concrete “porkchop”) shall be installed to inhibit the ability of motor vehicles to make a right turn onto Meadowbrook Rd when exiting the Subject Property. The nature and dimensions of the physical improvement shall be determined by the City’s Traffic Engineer as part of final site plan approval.

4. Bicycle storage facilities will be provided on-site, the number and type to be reviewed and approved by the Bicycle and Pedestrian Coordinator.
5. The owner of the Subject Property shall provide a connection to the proposed Meadowbrook Rd sidewalk/trail project (Barracks to Morton Drive), in a location determined in consultation with City staff.
6. The Special Use shall comply with the following requirements, in addition to the requirements of the City’s outdoor lighting regulations (City Code Chapter 34, Article IX, Division 3, Sec. 34-1000 et seq.): a vertical shield shall be placed on each light fixture installed adjacent to low-density residential properties. The final site plan shall identify the location of each light fixture subject to this requirement, and shall identify the type of fixture and shield that will be used to comply with this condition.
7. No exterior speakers shall be utilized in the operation of the Special Use.
8. The hours of operation for the Special Use shall be limited to the period from 8:00 am to 7:00 pm each day.

**RESOLUTION  
APPROVING A SPECIAL USE PERMIT  
TO ALLOW USE OF A BUILDING LOCATED AT  
209 MAURY AVENUE AS A DAYCARE FACILITY AND AS AN  
EDUCATIONAL (ELEMENTARY SCHOOL) FACILITY**

**WHEREAS**, Mr. William H. Atwood, contract purchaser (“Applicant”) has requested City Council to approve a special use permit pursuant to City Code §34-420, to authorize the building and land located at 209 Maury Avenue (City Tax Map Parcel No. (TMP #) 170018000), together with three lots fronting on Stadium Road (TMP #s 170018400, 170018500, and 170018600) (collectively, the “Subject Property”) to be used by the International School of Charlottesville as an elementary school and daycare facility, and related administrative functions (“special uses”); and

**WHEREAS**, the special uses requested by the Applicant are generally described within the Applicant’s application materials dated March 21, 2016, submitted in connection with SP16-00004 (collectively, the “Application Materials”), and such uses are allowed by special use permit within the R2U zoning district, pursuant to City Code 34-420; and

**WHEREAS**, the existing building at 209 Maury Avenue was constructed in 1910 and was designed by architect Eugene Bradbury, and within the Application materials the Applicant has stated that the exterior appearance and character of the existing building will be preserved, and that the proposed uses will be accommodated through renovations of the interior of the existing building and construction of one or more new buildings or addition(s) to the existing building. The Applicant has stated that, relative to elevation, future new construction will not exceed the roof eaves and pitch height of the existing building; and

**WHEREAS**, the Planning Commission has reviewed the Application Materials, and the City’s Staff Report, and following a joint public hearing, duly advertised and conducted by the Planning Commission on May 10, 2016, the Commission voted to recommend that Council approve the requested special use permit, and recommended certain conditions for Council’s consideration; and

**WHEREAS**, following the joint public hearing, and upon consideration of the Planning Commission’s recommendations as well as the factors set forth within Sec. 34-157 of the City’s Zoning Ordinance, this Council finds and determines that granting the requested special use permit subject to suitable conditions would serve the public necessity, convenience, general welfare or good zoning practice; now, therefore,

**BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that, pursuant to City Code §34-420, a special use permit is hereby approved and granted to authorize the Subject Property to be used as an educational facility (elementary school) and daycare facility, subject to the following conditions:

1. An approved final site plan, and related permits and approvals, must be obtained for the Subject Property, collectively, prior to commencement of any new construction, alteration of existing building(s), and prior to any land disturbing activities. A traffic impact study shall be completed and included with submission of the proposed final site plan, at a level of detail deemed adequate by the City's Traffic Engineer.
2. A maximum of 150 children, total (combined school and daycare uses) may be served at facilities located on the Subject Property; an amendment of this SUP shall be required in advance of serving more than 150 children.
3. A safety plan for the daycare and elementary school uses must be submitted annually to the City's Zoning Administrator. The safety plan, at minimum, must address the following:
  - a. Identify drop-off and pick-up locations and times; coordination activities on the site during peak traffic hours.
  - b. Trash and recycling storage and removal plan.
  - c. Times and dates for planned events that would fall outside normal operation hours of the daycare and elementary school facilities.
4. All on-site parking shall be used exclusively for the child care and educational purposes of the daycare and elementary school facilities, and related accessory uses. The final site plan shall specify measures, such as the use of gates or physical barriers, to prevent on-site parking for or in connection with any other purpose(s), use(s) or activities(s).
5. The existing trees buffering the Subject Property from Stadium Road and Maury Avenue shall be preserved, and shall be protected from on-site construction activities. An existing tree may be removed only if:
  - a. A certified arborist provides a report stating the subject tree needs to be removed due to disease, infestation, or is a danger to the public; or
  - b. The tree needs to be removed to accommodate a necessary curb cut onto Stadium Road or Maury Avenue (and establishment of a required sight distance for such entrance/exit), following a determination by the City's Traffic Engineer that such curb cut is necessary; or
  - c. The tree needs to be removed to accommodate new pedestrian circulation facilities required by the City's zoning regulations.
6. The final site plan shall demonstrate that S-3 Screening, as described in Section 34-871 of the City Code, will be installed and maintained along the western and southern boundaries of the Subject Property.
7. All outdoor lighting and light fixtures shall be full cut-off luminaires and equipped with devices for redirecting light (such as shields, visors, or hoods) to eliminate the luminaire glare and block direct light from on-site fixtures from spilling over onto neighboring properties. Fixtures shall be recessed and shall completely conceal the

- light source from all viewing positions other than those on-site positions intended to receive illumination from the fixture.
8. Playground equipment shall be installed per manufacturer's specifications. For so long as any playground equipment remains on the Subject Property, it shall be maintained in accordance with manufacturer's specifications.
  9. Special events, not part of the day-to-day operations of the educational or daycare facility, shall utilize off-site or valet parking to accommodate vehicles for which adequate parking is not available on-site.
  10. Alterations and modifications of the existing building, designed by Eugene Bradbury, shall preserve the exterior features and character of the existing building, and shall be designed and performed in accordance with the Secretary of Interior's Standards for Historic Preservation (Rehabilitation). Alterations or removal of architecturally significant interior features shall be photographically documented by the owner of the Subject Property in advance of such alteration or removal, those photographs shall be offered to the University of Virginia Eugene Bradbury Special Collections library.