



CITY COUNCIL AGENDA
Monday, November 5, 2018

5:30 p.m. **Closed session as provided by Section 2.2-3712 of the Virginia Code**
Second Floor Conference Room (Board appointment; Courts Update; Personnel; Legal Consultation)

6:30 p.m. **Regular Meeting - CALL TO ORDER**
Council Chambers

PLEDGE OF ALLEGIANCE
ROLL CALL
ANNOUNCEMENTS
PROCLAMATIONS

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

- a. Minutes - October 15, October 22, October 24 and October 29, 2018 Council Meetings
- b. **APPROPRIATION:** Funding for Westhaven Clinic Coordinator Position - \$85,000 (2nd of 2 readings)
- c. **APPROPRIATION:** VDOT Funding for Multi-Modal Improvements - \$413,217 (1st of 2 readings)
- d. **RESOLUTION:** Transfer from CIP of \$560,347 as Matching Funds for Multi-Modal Improvements (1st of 1 reading)
- e. **RESOLUTION:** Utility Leak Credit to Albemarle County Schools – Burley Middle School - \$27,842.88 (1st of 1 reading) **Pulled for Discussion**
- f. **RESOLUTION:** Approve Statement of Support for Solar Energy (1st of 1 reading)
- g. **ORDINANCE:** Quitclaim Gas Easement to VDOT in Riverside Village Subdivision (2nd of 2 readings)

CITY MANAGER RESPONSE TO COMMUNITY MATTERS (FROM PREVIOUS MEETINGS)

COMMUNITY MATTERS Public comment is provided for up to 16 speakers at the beginning of the meeting (limit 3 minutes per speaker.) Pre-registration is available for up to 8 spaces, and pre-registered speakers are announced by noon the day of the meeting. The number of speakers is unlimited at the end of the meeting.

- 2. PUBLIC HEARING** Public Engagement for City Manager Search Process
- 3. PUBLIC HEARING / APPROPRIATION*:** West Main Streetscape Improvements Revenue Sharing - \$3,112,413 (1st of 2 readings)
- 4. RESOLUTION*:** Equity Fund Allocation to New Hill Development Corporation - \$500,000 (1st of 1 reading) **Bellamy/ Galvin; 4-1 (Walker-No)**
- 5. REPORT:** Tree Commission – State of the Forest
- 6. REPORT/RESOLUTION*:** Interim Regulations for Bicycle and E-Scooter Sharing System (1st of 1 reading) **Hill/ Signer; 5-0**

OTHER BUSINESS **RESOLUTION:** Utility Leak Credit to Albemarle County Schools – Burley Middle School - \$27,842.88 (1st of 1 reading) **Hill/ Bellamy; 5-0**

MATTERS BY THE PUBLIC

*ACTION NEEDED

APPROPRIATION
Use of Human Services Fund Balance for Westhaven Nursing Clinic Coordinator
\$85,000

WHEREAS, in collaboration with P.H.A.R., U.V.A. Health System, Sentara Martha Jefferson, C.R.H.A., and the U.V.A. School of Nursing, the Westhaven Coalition identified the ideal staffing structure of the clinic in order to meet the parish nursing model established in the clinic by Holly Edwards.;

WHEREAS, the City of Charlottesville, Virginia, has agreed to serve as the fiscal agent for this program;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$85,000 in Human Services Fund Balance be appropriated in the following manner:.

Revenues:

\$ 85,000	Fund: 213	Cost Center: 3413016000	G/L Account: 498011
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Expenditures:

\$ 70,000	Fund: 213	Cost Center: 3413016000	G/L Account: 519999
\$ 15,000	Fund: 213	Cost Center: 3413016000	G/L Account: 599999

Resolution

**Transfer of Capital Funds for Multi-Modal Improvements Local Match
\$560,347**

WHEREAS, a total of \$560,347 in matching city funds for the Revenue Sharing Program requires transferring;

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

\$ 100,000	Fund: 426	WBS: P-00671	G/L Account: 561425
\$ 293,913.25	Fund: 426	WBS: P-00335	G/L Account: 561425
\$ 166,433.75	Fund: 426	WBS: P-00511	G/L Account: 561425

Transfer To

\$ 560,347	Fund: 426	WBS: P-01004	G/L Account: 498010
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RESOLUTION

BE IT RESOLVED by the Council for the City of Charlottesville, Virginia, that the Mayor is hereby authorized to sign a Statement in Support of Solar Energy, in substantially the same form presented to City Council on November 5, 2018.

**AN ORDINANCE
TO QUITCLAIM NATURAL GAS LINE EASEMENT
WITHIN TRAILSIDE DRIVE IN THE RIVERSIDE VILLAGE SUBDIVISION
LOCATED IN ALBEMARLE COUNTY
TO THE VIRGINIA DEPARTMENT OF TRANSPORTATION**

WHEREAS, the Virginia Department of Transportation (VDOT) is prepared to take over maintenance of the roadway known as Trailside Drive located in the Riverside Village Subdivision in Albemarle County; and

WHEREAS, the City owns natural gas lines located within this roadway, and also owns an easement for such gas line, and VDOT has asked that the foregoing easement crossing this roadway be released upon VDOT's acceptance of Trailside Drive; now, therefore,

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia that the Mayor is hereby authorized to execute a deed of quitclaim, substantially the same in form as the deed attached hereto, approved by the City Attorney, for release of the above-described gas line easement crossing Trailside Drive to the Virginia Department of Transportation conditioned upon receipt by the City of a VDOT permit allowing said line to continue to be located in said roadway.

*Prepared by John C. Blair, II (VSB #65274)
Charlottesville City Attorney's Office
P.O. Box 911, Charlottesville, VA 22902*

Albemarle County Tax Map 78, Parcel 58 (Riverside Village)

**This deed is exempt from recordation taxes pursuant to
Virginia Code Secs. 58.1-811(A)(3) and 58.1-811(C)(4).**

DEED OF QUITCLAIM

THIS DEED OF QUITCLAIM, made and entered into on this ____ day of _____, 2018, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation, **GRANTOR**, and the **COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION, GRANTEE**, whose address is P. O. Box 671, Culpeper, Virginia 22701.

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, receipt of which is hereby acknowledged, the GRANTOR does hereby QUITCLAIM and RELEASE to the GRANTEE, subject to the reservations hereinafter set forth, easements and rights of way, as shown on the attached plat made by the City of Charlottesville Gas Division dated September ____, 2018, to construct, maintain, operate, alter, repair, inspect, protect, remove, and replace certain improvements in the Trailside Drive right-of-way in the County of Albemarle, namely: Natural gas lines and related gas facilities, or portions thereof, upon, under and across Trailside Drive, insofar as the land embraced within said easement falls within the boundaries of a public street or highway to be maintained by the Virginia Department of Transportation. Said gas line easement in Trailside Drive was conveyed to the City by Deed of Easement dated April 13, 2015 from Riverside Village Properties, Inc., of record in the Clerk's Office for the Circuit Court for the County of Albemarle in Deed Book 4609, Page 480.

The Grantor reserves unto itself, its successors and assigns, all of the rights and privileges under the aforesaid Deed of Easement until such time as the Virginia Department of Transportation has issued a permit to the GRANTOR subject to the following two conditions which shall also be covenants running with the land:

1. That the above described improvements of the GRANTOR may continue to occupy such streets or highways in the existing condition and location.

2. The GRANTOR shall at all times indemnify and save harmless the Commonwealth of Virginia, Department of Transportation, its employees, agents, and officers from any claim whatsoever arising from GRANTOR'S exercise of rights or privileges stated herein.

The GRANTEE is to have and hold the above-described property for so long as said property is used as part of its public street or highway maintained by the GRANTEE or its successors or assigns charged with the responsibility and obligation to maintain public streets and highways, but upon abandonment of said property's use for such purposes, all rights, privileges, interests and easements in the property herein described under the aforesaid easement shall revert to the GRANTOR, its successors and assigns.

Notwithstanding other language contained herein which might appear to the contrary, the parties agree that GRANTOR shall continue to own in fee simple the gas line improvements located within the above described public roadway.

IN WITNESS WHEREOF, the GRANTOR has caused its name to be assigned hereto and its seal to be affixed and attested by its appropriate officers, all after due authorization, on the day and year first above written.

CITY OF CHARLOTTESVILLE, VIRGINIA

BY: _____
Nikuyah Walker, Mayor

ATTEST:

Interim Clerk of Council

STATE OF VIRGINIA
CITY OF CHARLOTTESVILLE

I, _____, a Notary Public in and for the City of Charlottesville within the State aforesaid, do hereby certify that Nikuyah Walker, Mayor of the City of Charlottesville, Virginia, and Brian Wheeler, its Interim Clerk of Council, whose names are signed to the foregoing writing, bearing date of _____, 2018, have each duly acknowledged the same before me within my City and State aforesaid.

My Commission Expires: _____

Given under my hand this _____ day of _____, 2018.

Notary Public
Registration # _____

Approved as to Form:

John C. Blair, II, City Attorney

RESOLUTION
New Hill Development Corporation-Starr Hill Small Area Planning and Financial
Training
\$500,000

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlottesville, Virginia that the sum of \$500,000 is hereby paid from currently appropriated funds in the Council Strategic Initiatives account in the General Fund to New Hill Development Corporation pursuant to the Donation Agreement between the City of Charlottesville and New Hill Development Corporation being executed by New Hill Development Corporation and the City Manager.

\$500,000

Fund: 105

Cost Center: 10110010000

DONATION AGREEMENT

THIS DONATION AGREEMENT is made and entered into this ____ day of November, 2018, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (hereinafter “the City”) and **NEW HILL DEVELOPMENT CORPORATION**, a Virginia not-for-profit corporation, and its successors and assigns (hereinafter “New Hill”).

WHEREAS, New Hill is a not-for-profit corporation operated exclusively for charitable and educational purposes; and

WHEREAS, New Hill’s charitable mission is to expand and strengthen Charlottesville’s African American middle class by honoring the legacy and heritage of the once vibrant Vinegar Hill community by improving access to affordable housing, expanding financial literacy, and supporting economic, educational, and cultural development programs for City of Charlottesville residents; and

WHEREAS, New Hill aims to develop a small area plan for the Starr Hill neighborhood to maintain the neighborhood’s vitality and prevent neighborhood deterioration; and

WHEREAS, New Hill intends to develop a financial training program for Charlottesville residents.

NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING DONATION TERMS AND CONDITIONS:

1. AUTHORITY. The contribution by the City to New Hill as provided in this Agreement is made pursuant to Virginia Code §15.2-953. The City, through its City Council, is enabled by Virginia Code §15.2-953 to appropriate public funds to charitable institutions if such institutions provide services to residents of the locality and to nonprofits that maintain communities and prevent neighborhood deterioration. New Hill is a nonprofit charitable institution that is eligible to receive public funds pursuant to Virginia Code §15.2-953 and such funds are to be used solely for the purposes provided for in this Agreement.

2. CITY DONATION. The City agrees to contribute to New Hill a total of \$500,000.

3. PURPOSES. The City’s contribution shall be used solely for the following items and services:

New Hill shall develop, in tandem with the Local Initiatives Support Corporation, a community vision and a small area plan for the Starr Hill Neighborhood which incorporates the former historical community of Vinegar Hill. The boundaries of the Starr Hill Neighborhood are Preston Avenue to the north, Ridge/McIntire street to the east, the CSX railroad to the south, and the Norfolk Southern railroad to the west. The total area of the Starr Hill neighborhood is approximately 47.7 acres. The small area plan shall include chapters detailing land use, economic development and redevelopment, housing, and historic preservation and urban design.

New Hill shall also develop and provide a financial training program for Charlottesville

residents that provides instruction for entrepreneurs and residents located within the City of Charlottesville. The program shall include a curriculum that addresses both credit and money management as well as small business origination.

4. TIMING. New Hill shall present copies of the community vision and small area plan to the Charlottesville City Council within nine months of the execution of this Agreement. New Hill shall present two updates to the City Council on the development of the community vision and small area plan within three and six months of the execution of this Agreement. New Hill shall also provide a report of its financial training program detailing the program's curriculum, the number of Charlottesville residents served by the program, and the precise services provided to Charlottesville residents to the Charlottesville City Council within one year of execution of this Agreement. Copies of the community vision and small area plan shall be made available to the public on a website developed and maintained by New Hill. The City, at its discretion, may also make a copy of the community vision and small area plan available on its website.

5. RETURN OF CITY FUNDS. If New Hill does not provide the Charlottesville City Council a copy of the community vision and a small area plan meeting the requirements of Section 3 of this Agreement within nine months of this Agreement's execution, New Hill shall return the entirety of the City's \$500,000.00 donation.

If New Hill does not provide the Charlottesville City Council with evidence, satisfactory to the Council, that New Hill implemented and provided a financial training program serving Charlottesville residents meeting the requirements of Section 3 of this Agreement within one year of this Agreement's execution, New Hill shall return the entirety of the City's \$500,000.00 donation.

6. NO GOODS OR SERVICES RECEIVED BY THE CITY. The donation made by the City pursuant to this Agreement is solely to enable New Hill to develop and compose a mission statement and a small area plan for the Starr Hill neighborhood located within the City of Charlottesville and to provide a financial training program for Charlottesville residents. This small area plan is to be used by New Hill and the general public to direct resources and efforts into development and redevelopment opportunities identified within the plan. New Hill's financial training program shall serve the residents of the City of Charlottesville. The charitable purposes described herein are not a description of goods or services being procured by the City through this Agreement pursuant to the City's earmarked and designated charitable donation of public funds.

7. NO AGENCY RELATIONSHIP CREATED. Neither New Hill nor its agents, employees, or subcontractors shall be deemed employees or agents of the City by virtue of this Agreement. New Hill shall have sole responsibility of for its employees, volunteers, and subcontractors including their work, conduct, directions, and compensation.

8. SEVERABILITY. In the event any term, provision, or condition of this Agreement, or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement and the application of any term, provision or condition contained herein to any person or circumstance other than those to which it has been held invalid or unenforceable, shall not be affected thereby.

9. CITY ACCESS TO RECORDS. New Hill agrees that duly authorized representatives of the City shall have access to any books, documents, papers and records which

are directly pertinent to this Agreement upon forty eight hours advanced request by the City.

10. INDEMNIFICATION. To the extent permitted by law, New Hill agrees to defend, indemnify and save the City (including its officers, agents, officials, employees and agents) harmless from and against any and all liability loss, claim, suit, damage, charge or expense which the City may suffer, sustain, incur which may arise out of, results from, or is in any way connected with actions taken by New Hill in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of New Hill and any of New Hill's subcontractors, agents, volunteers, or employees in New Hill's performance of its obligations pursuant to this Agreement.

11. NON DISCRIMINATION. During the performance of this Agreement, New Hill agrees that it will not discriminate against any employee or applicant for employment or in the provision of its services against any employee, applicant for employment, or service recipient on the basis of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by law. New Hill agrees to post in conspicuous places, available to employees, applicants for employment, and applicants for services notices setting forth the provisions of this nondiscrimination clause. New Hill shall state that it is an equal opportunity employer in all solicitations or advertisements for employment.

12. TERMINATION. Either party may terminate this Agreement by giving written notice to the other party of the termination with at least thirty days notice. Upon termination of this Agreement, New Hill shall return any unexpended funds to the City and will provide a complete repayment of funds to the City if it has not achieved both of the purposes on the aged upon timelines described in Sections 3 and 4 of this Agreement.

13. NO WAIVER OF RIGHTS. Any failure on the part of the City to enforce any of this Agreement's terms and conditions shall not be construed as or deemed to be a waiver of the right to enforce such terms and conditions. No waiver by the City or any default or failure to perform by New Hill shall be construed as or deemed to be a waiver of any other and/or subsequent default or failure to perform. The acceptance of the performance of all or any part of this Agreement by the City, for or during any period following a default or failure to perform by New Hill shall not be construed as or deemed to be a waiver by the City of any of its rights pursuant to this Agreement.

14. ENTIRE AGREEMENT. This Agreement states all of the covenants, promises, agreements, conditions, and understandings between the City and New Hill regarding the City's donation of funds.

15. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and any proceeding concerning this Agreement shall be commenced in courts having jurisdiction within the City of Charlottesville, Virginia.

16. AMENDMENTS. This Agreement may be amended by a written amendment signed by the authorized representatives of both parties.

WITNESS the following authorized signatures:

NEW HILL DEVELOPMENT CORPORATION

Yolunda Harrell, President and Chief Executive Officer

CITY OF CHARLOTTESVILLE, VIRGINIA

Michael Murphy, Interim City Manager

Approved as to Form:

John C. Blair, II, City Attorney

**RESOLUTION
OF THE CHARLOTTESVILLE CITY COUNCIL
RECOMMENDING ADOPTION OF THE BICYCLE AND E-SCOOTER SHARING
SYSTEM (aka DOCKLESS MOBILITY) PERMIT PROGRAM**

WHEREAS, the purpose of this program is to establish fees and regulations to facilitate bicycle and e-scooter sharing companies to operate in the city; and

Whereas, the City owns, controls, and maintains the public space on which companies shall park its devices.

NOW, THEREFORE, BE IT RESOLVED that this City Council will adopt a pilot program to assess the viability of dockless mobility device operations within the City and to understand the parameters that will allow these devices to operate effectively and to avoid any public nuisance under the authority of Virginia Code §15.2-2018.

RESOLUTION
APPROVING A CREDIT TO THE UTILITY ACCOUNT
OF BURLEY MIDDLE SCHOOL (WATER LEAK CREDIT)

WHEREAS, a water leak was discovered in May of 2018 affecting the property of Albemarle County known as Burley Middle School on Rose Hill Drive in the City of Charlottesville; and

WHEREAS, the water leak used 10 to 20 times the amount of water normally used in April and May of 2018; and

WHEREAS, the Director of Finance, City Attorney, and City Manager concur that circumstances warrant a credit in the amount of \$27,842.88 (\$13,362.99 for water and \$14,479.89 for wastewater), and in accordance with City Code Sec. 11-132(4), City Council has authority to grant such a credit; now, therefore

BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the Director of Finance is hereby authorized to apply a credit of \$27,842.88 to the Utility Billing account of Albemarle County Schools (Burley Middle School).