

CITY COUNCIL AGENDA
Monday, December 3, 2018



5:30 p.m.

Closed session as provided by Section 2.2-3712 of the Virginia Code
Second Floor Conference Room (Legal Consultations; Acquisitions of Real Property; and Personnel)

6:30 p.m.

Regular Meeting - CALL TO ORDER
Council Chambers

PLEDGE OF ALLEGIANCE
ROLL CALL
ANNOUNCEMENTS
PROCLAMATIONS

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

AGENDA*Galvin/ Hill 5-0

- a. Minutes – November 19, 2018 Council Meeting and November 26, 2018 Work Session
- b. **APPROPRIATION:** Urban Construction Initiative Annual Meeting – \$2,064.02 (2nd of 2 readings)
- c. **APPROPRIATION:** Special Nutrition Program Food Grant - \$32,000 (2nd of 2 readings)
- d. **APPROPRIATION:** Community Forest Grant for Land Acquisition at Ragged Mountain - \$600,000 (2nd of 2 readings)
- e. **APPROPRIATION:** City Schools Check and Connect Student Engagement Grant - \$62,691 (2nd of 2 readings)
- f. **APPROPRIATION:** Drug Treatment Court Administration Grant - \$293,745 (2nd of 2 readings)
- g. **APPROPRIATION:** Runaway Emergency Shelter Program Grant - \$209,444 (2nd of 2 readings)
- h. **APPROPRIATION:** Charlottesville Affordable Housing Fund repayment of Substantial Rehab loan - \$28,282 (2nd of 2 readings)
- i. **APPROPRIATION:** Charlottesville Affordable Housing Fund repayment of Substantial Rehab loan - \$23,478.94 (2nd of 2 readings)
- j. **APPROPRIATION:** Water Street Parking Garage Supplemental Appropriation - \$977,155 (2nd of 2 readings)
- k. **APPROPRIATION:** VDOT Recreational Access Grant – McIntire Park Bicycle and Pedestrian Bridge - \$125,000 (1st of 2 readings)
- l. **APPROPRIATION:** 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) - \$26,044 (1st of 2 readings)
- m. **APPROPRIATION:** 2019 Aid to Localities Funding for Fire Programs - \$150,480 (1st of 2 readings)
- n. **RESOLUTION:** East High Streetscape Concept (1st of 1 reading)
- o. **ORDINANCE:** Quitclaim Gas Easement in North Berkshire Road to VDOT (2nd of 2 readings)
- p. **ORDINANCE:** Quitclaim Gas Easement in Dunlora Subdivision to VDOT (2nd of 2 readings)
- q. **ORDINANCE:** Quitclaim Gas Easement in Hollymead Towncenter Subdivision to VDOT (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 / RESOLUTION*:

Proposed City Charter Amendment on City Council Compensation (1st of 1 reading)
Bellamy/Galvin 3-2 (Hill, Signer-Against)

3. REPORT:

Presentation of FY2018 Financial Audit by City Auditors

4. PUBLIC HEARING/ APPROPRIATION*:

Year End Appropriation (1st of 2 readings)

5. ORDINANCE*:

Rezone Properties on Carlton Avenue and Franklin Street (Carlton Views) to Planned Unit Development (1st of 2 readings)

6. ORDINANCE*:

Amendment to Charlottesville Albemarle Convention & Visitors Bureau Operating Agreement (1st of 2 readings) **Postponed to January 2019 Agenda**

7. REPORT:

Welcoming Greater Charlottesville

OTHER BUSINESS MATTERS BY THE PUBLIC

Approval of City-County Courts and Parking Project **Hill/Signer 5-0**

*ACTION NEEDED

APPROPRIATION

**2018 Urban Construction Initiative Annual Meeting Reimbursement Appropriation
\$2,064.02**

WHEREAS, a total of \$2,064.02 in state funds for the 2018 Urban Construction Initiative Annual Meeting requires appropriation;

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

Revenues

\$ 2,064.02 Fund: 105 WBS: 3901001000 G/L Account: 430080

Expenditures

\$ 2,064.02 Fund: 105 WBS: 3901001000 G/L Account: 520500

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$2,064.02 from the Virginia Department of Transportation.

APPROPRIATION

**Virginia Department of Education Special Nutrition Program
Child and Adult Care Food Program
\$32,000**

WHEREAS, the City of Charlottesville, through Parks and Recreation, has received approval for reimbursement up to \$32,000 from the Virginia Department of Education Special Nutrition Program to provide free dinner to children attending select drop-in afterschool centers; and

WHEREAS, the grant award covers the period from period October 1, 2018 through September 30, 2019;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the sum of \$32,000, received from the Virginia Department of Education Special Nutrition Program is hereby appropriated in the following manner:

Revenue – \$ 32,000

Fund: 209 Internal Order: 1900317 G/L Account: 430120

Expenditures - \$32,000

Fund: 209 Internal Order: 1900317 G/L Account: 530670

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$32,000 from the Virginia Department of Education Special Nutrition Program.

APPROPRIATION

**USDA Community Forestry Grant – Ragged Mountain Land Acquisition
\$600,000**

WHEREAS, the City of Charlottesville, through Parks and Recreation, has been awarded \$600,000 from the US Department of Agriculture to acquire 144 acres of undeveloped forested land adjacent to the Ragged Mountain Reservoir Property; and

WHEREAS, the match for this grant will come from the property owner donating the remaining value of the land; and

WHEREAS, the City will only incur the costs of closing on the property; and

WHEREAS, the grant funding will be passed through the parkland acquisition account and paid to the property owner;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$600,000 is hereby appropriated in the following manner:

Revenue

\$600,000 Fund: 426 WBS: P-00534 G/L Account: 431110

Expenditures

\$600,000 Fund: 426 WBS: P-00534 G/L Account: 599999

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$600,000 from the US Department of Agriculture.

APPROPRIATION
Charlottesville City Schools' Check and Connect Student Engagement Grant
\$62,691

WHEREAS, the City of Charlottesville has been awarded \$37,500 in Federal Funds from the Virginia Department of Criminal Justice Services, \$12,500 in Matching Funds and \$12,691 in additional funds from the Charlottesville City Schools for a total award of \$62,691 for the Charlottesville City School's Check and Connect Student Engagement Program; and

WHEREAS, the grant award covers the period from October 1, 2018 through September 30, 2019.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$62,691 is hereby appropriated in the following manner:

Revenue – \$62,691

\$ 37,500	Fund: 209	Cost Center: 3413013000	G/L Account: 430120
\$ 25,191	Fund: 209	Cost Center: 3413013000	G/L Account: 432030

Expenditures - \$62,691

\$58,443	Fund: 209	Cost Center: 3413013000	G/L Account: 519999
\$ 4,248	Fund: 209	Cost Center: 3413013000	G/L Account: 599999

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$37,500 from the Virginia Department of Criminal Justice Services, and \$25,191 from the Charlottesville City Schools.

APPROPRIATION
Charlottesville/Albemarle Adult Drug Treatment Court Substance Abuse and
Mental Health Services Administration Grant Award
\$293,745

WHEREAS, the Substance Abuse and Mental Health Services Administration, a division of the U. S. Department of Health and Human Services, in the amount of \$293,745 for the Charlottesville/Albemarle Drug Court Treatment Court in order to fund salaries, benefits, and operating expenses; and

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

WHEREAS, the grant award covers the period October 1, 2018 through September 29, 2019.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$293,745, received as a grant from the Substance Abuse and Mental Health Services Administration, is hereby appropriated in the following manner:

Revenues

\$293,745 Fund: 211 Internal Order: 1900316 G/L Account: 431110

Expenditures

\$293,745 Fund: 211 Internal Order: 1900316 G/L Account: 530550

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$293,745 from the Substance Abuse and Mental Health Services Administration.

APPROPRIATION
Runaway Emergency Shelter Program
\$209,444

WHEREAS, the City of Charlottesville has been awarded \$200,000 from the Department of Health and Human Services Administration for Children and Families with cash match of \$9,444 provided by the Human Services Fund and in-kind match of \$12,778 provided by ReadyKids;

WHEREAS, the funds will be used to operate the Runaway Emergency Shelter Program through a partnership between the Human Services Department and ReadyKids. The grant award covers the period from September 30, 2018 through September 29, 2019;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$209,444 is hereby appropriated in the following manner:

Revenue – \$209,444

\$200,000	Fund: 211	Internal Order: 199318	G/L Account: 431110
\$ 9,444	Fund: 211	Internal Order: 199318	G/L Account: 498010

Expenditures - \$209,444

\$ 69,948	Fund: 211	Internal Order: 199318	G/L Account: 519999
\$125,000	Fund: 211	Internal Order: 199318	G/L Account: 530010
\$ 14,496	Fund: 211	Internal Order: 199318	G/L Account: 599999

Transfer - \$9,444

\$ 9,444	Fund: 213	Cost Center: 3413003000	G/L Account: 561211
----------	-----------	-------------------------	---------------------

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$200,000 from the Department of Health and Human Services Administration for Children and Families.

APPROPRIATION
Charlottesville Affordable Housing Fund
Substantial Rehab Loan Payoff – Allyson Johns
\$28,282.00

WHEREAS, the City of Charlottesville has received funding from the payoff of the Allyson Johns Deed of Trust (\$28,282.00);

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$28,282.00 be appropriated as follows:

Revenues:

\$28,282.00	Fund: 426	Project: CP-084	G/L Code: 434675
-------------	-----------	-----------------	------------------

Expenditures:

\$28,282.00	Fund: 426	Project: CP-084	G/L Code: 599999
-------------	-----------	-----------------	------------------

APPROPRIATION
Charlottesville Affordable Housing Fund
Substantial Rehab Loan Payoff – Harry L. Nicholas
\$23,478.94

WHEREAS, the City of Charlottesville has received funding from the payoff of the Harry L. Nicholas Deed of Trust (\$23,478.94);

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$23,478.94 be appropriated as follows:

Revenues:

\$23,478.94	Fund: 426	Project: CP-084	G/L Code: 434675
-------------	-----------	-----------------	------------------

Expenditures:

\$23,478.94	Fund: 426	Project: CP-084	G/L Code: 599999
-------------	-----------	-----------------	------------------

APPROPRIATION

FY 2019 Water Street Parking Garage Operating Budget Supplemental Appropriation
\$977,155

WHEREAS, the City of Charlottesville and Charlottesville Parking Center reached an agreement whereby the City now contracts with Lanier Parking to manage that garage;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of **\$977,155** is hereby appropriated as the FY19 operating Water Street Garage budget in the following manner:

Revenue – \$977,155

Fund: 650	Cost Center: 6511003000	G/L Account: 434372	\$977,155
-----------	-------------------------	---------------------	-----------

Expenditures - \$977,155

Fund: 650	Cost Center: 6511003000	G/L Account: 530670	\$977,155
-----------	-------------------------	---------------------	-----------

**RESOLUTION
OF THE CHARLOTTESVILLE PLANNING COMMISSION
RECOMMENDING THE EAST HIGH STREETScape PROJECT IS IN
CONFORMANCE WITH THE CITY'S COMPREHENSIVE PLAN**

Whereas, this Planning Commission and City Council jointly held a public hearing on the proposed E. High Streetscape Project concept, after notice given as required by law, NOW THEREFORE,

BE IT RESOLVED that this Planning Commission confirms that the general character, location and extent of the proposed improvements are substantially in accord with the City's adopted Comprehensive Plan or part thereof.

Adopted by the Charlottesville Planning Commission, the 13th day of November 2018.

Attest: 
Secretary, Charlottesville Planning Commission

RESOLUTION
APPROVING AN AMENDMENT TO THE CITY COMPREHENSIVE PLAN
BY INCORPORATING THE E. HIGH STREETScape PROJECTS PREFERRED
CONCEPTUAL DESIGN

WHEREAS, on November 13, 2018, after notice given as required by law, the Charlottesville Planning Commission and Charlottesville City Council conducted a public hearing on a proposed amendment to the Comprehensive Plan for the City of Charlottesville (2013), to include the contents of the preferred conceptual design of the E. High Streetscape Project (“Comprehensive Plan Amendment”); and

WHEREAS, on November 13, 2018, the Planning Commission adopted a resolution recommending approval by City Council of the Comprehensive Plan Amendment, and certifying a copy of the Comprehensive Plan Amendment to Council for its consideration; now, therefore,

BE IT RESOLVED that, upon consideration of the Comprehensive Plan Amendment, the City Council hereby adopts the preferred conceptual design of the E. High Streetscape Project as an amendment to the City’s Comprehensive Plan and authorizes commencement of final design. Neighborhood Development Services staff shall post on the City’s website notice of Council’s adoption of this update, along with a copy of the approved update.

**AN ORDINANCE
TO QUITCLAIM NATURAL GAS LINE EASEMENTS
TO THE VIRGINIA DEPARTMENT OF TRANSPORTATION
WITHIN A PORTION OF NORTH BERKSHIRE ROAD OFF SOLOMON ROAD
LOCATED IN ALBEMARLE COUNTY**

WHEREAS, the Virginia Department of Transportation (VDOT) is prepared to take over maintenance of a portion of the roadway known as North Berkshire Road located off Solomon Road in Albemarle County; and

WHEREAS, the City owns natural gas lines located within this roadway, and also owns easements for such gas line, and VDOT has asked that the foregoing easements crossing this roadway be released upon VDOT's acceptance of that portion of North Berkshire Road; 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 easements crossing a portion of North Berkshire Road 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 61K (North Berkshire Rd)

**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 October 22, 2018, to construct, maintain, operate, alter, repair, inspect, protect, remove, and replace certain improvements in a portion of North Berkshire Road right-of-way off Solomon Road in the County of Albemarle, namely: Natural gas lines and related gas facilities, or portions thereof, upon, under and across North Berkshire Road, insofar as the land embraced within said easements falls within the boundaries of a public street or highway to be maintained by the Virginia Department of Transportation. Said gas line easements in North Berkshire Road were conveyed to the City by the following deeds:

- 1) Deed of Easement dated July 20, 2007 from the County of Albemarle, of record in the Clerk's Office for the Circuit Court for the County of Albemarle in Deed Book 3472, Page 195; and

- 2) Deed of Easement dated May 11, 2007 from Southland Homes, Inc., of record in the Clerk's Office for the Circuit Court for the County of Albemarle in Deed Book 3428, Page 418.

The Grantor reserves unto itself, its successors and assigns, all of the rights and privileges under the aforesaid Deeds 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.

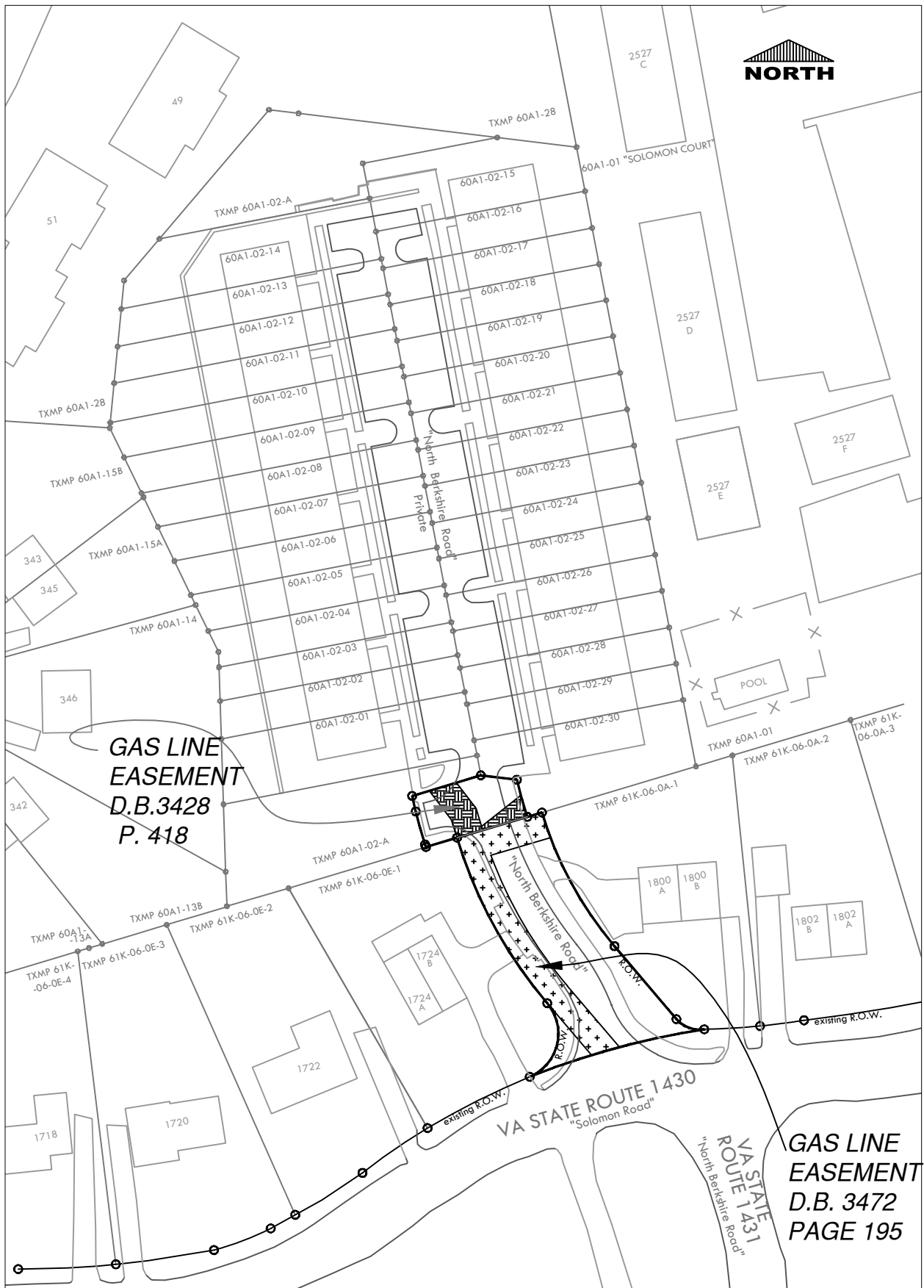
My Commission Expires: _____

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

Notary Public
Registration # _____

Approved as to Form:

John C. Blair, II, City Attorney



**GAS LINE
EASEMENT
D.B.3428
P. 418**

**GAS LINE
EASEMENT
D.B. 3472
PAGE 195**

**CITY OF CHARLOTTESVILLE UTILITIES: GAS
PLAT SHOWING
EXISTING GAS LINE EASEMENT
LOCATED WITHIN THE RIGHTS OF WAY OF
"NORTH BERKSHIRE ROAD"
BERKSHIRE LANDING SUBDIVISION
TO BE QUIT CLAIMED TO THE
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
GAS LINE EASEMENT RECORDED AT:
DEED BOOK 3428 PAGE 418 AND DEED BOOK 3472 PAGE 195
DATE: OCTOBER 22, 2018 SCALE: 1" = 100'**

The M.A.O.P. of 2" P.E. pipe is 99 P.S.I., which is <20% S.M.Y.S.
When installed, minimum pipeline depth was.
42" below paved surfaces and 36" in grassy areas.

**AN ORDINANCE
TO QUITCLAIM NATURAL GAS LINE EASEMENTS
TO THE VIRGINIA DEPARTMENT OF TRANSPORTATION
WITHIN VALCREST LANE AND FOWLER RIDGE COURT
IN THE DUNLORA SUBDIVISION LOCATED IN ALBEMARLE COUNTY**

WHEREAS, the Virginia Department of Transportation (VDOT) is prepared to take over maintenance of the roadways known as Valcrest Lane and Fowler Ridge Court (formerly named Shepherd's Lane and Shepherd's Court) in Albemarle County; and

WHEREAS, the City owns natural gas lines located within these roadways, and also owns easements for such gas lines, and VDOT has asked that the foregoing easements crossing these roadways be released upon VDOT's acceptance of Valcrest Lane and Fowler Ridge Court; 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 easements crossing Valcrest Lane and Fowler Ridge Court to the Virginia Department of Transportation, conditioned upon receipt by the City of a VDOT permit allowing said lines to continue to be located in said roadways.

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

Albemarle County Tax Map 62F (Dunlora V Subdivision)

**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 October 1, 2018, to construct, maintain, operate, alter, repair, inspect, protect, remove, and replace certain improvements in Valcrest Lane and Fowler Ridge Court rights-of-way in the County of Albemarle, namely: Natural gas lines and related gas facilities, or portions thereof, upon, under and across Valcrest Lane and Fowler Ridge Court, insofar as the land embraced within said easements falls within the boundaries of a public street or highway to be maintained by the Virginia Department of Transportation. Said gas line easements in Valcrest Lane and Fowler Ridge Court (formerly named Shepherd's Lane and Shepherd's Court) were conveyed to the City by Deed of Easement dated April 20, 2016 from Dunlora V, LLC, of record in the Clerk's Office for the Circuit Court for the County of Albemarle in Deed Book 4786, Page 713.

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 roadways.

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.

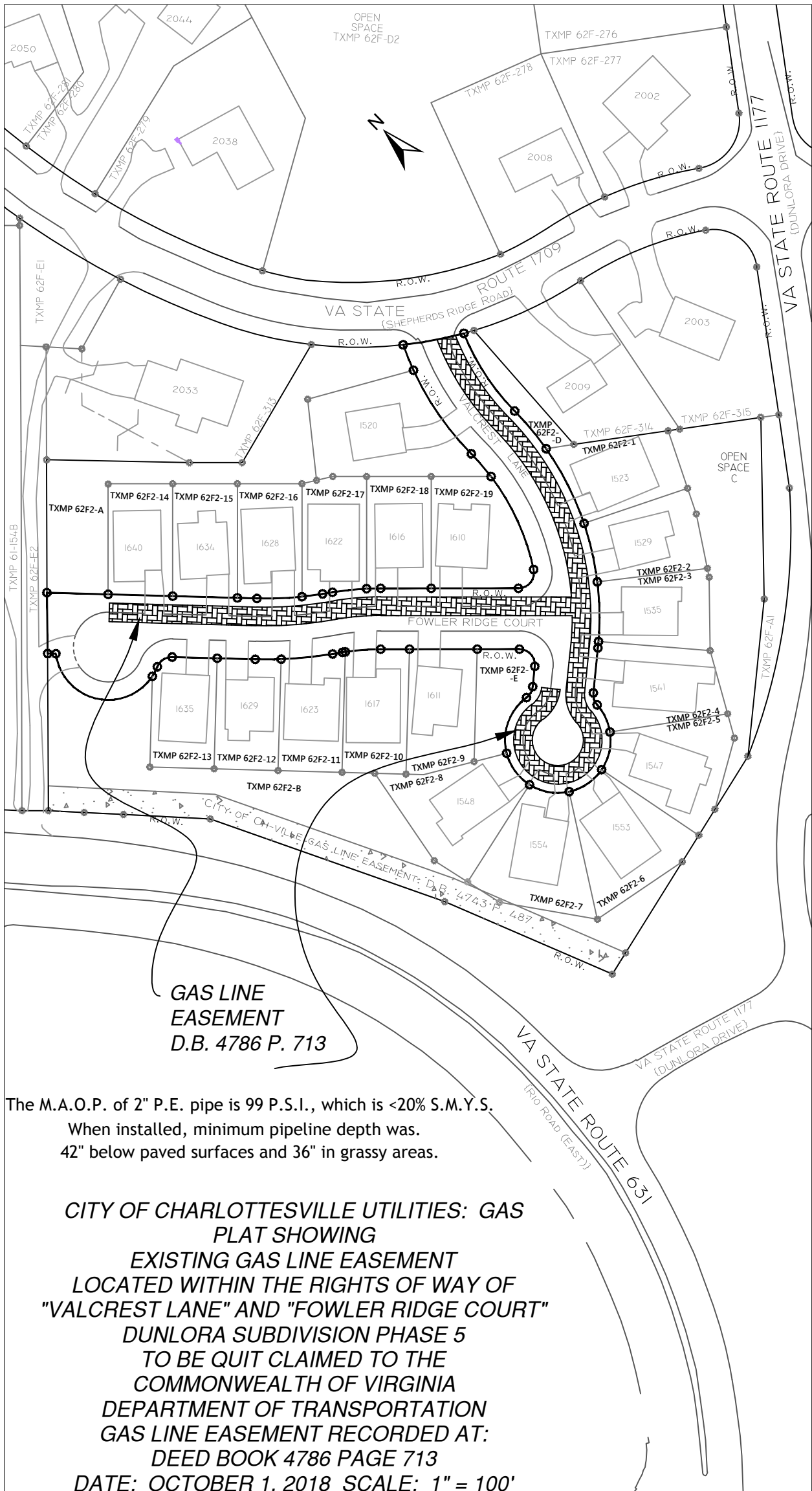
My Commission Expires: _____

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

Notary Public
Registration # _____

Approved as to Form:

John C. Blair, II, City Attorney



**GAS LINE
EASEMENT
D.B. 4786 P. 713**

The M.A.O.P. of 2" P.E. pipe is 99 P.S.I., which is <20% S.M.Y.S.
When installed, minimum pipeline depth was
42" below paved surfaces and 36" in grassy areas.

**CITY OF CHARLOTTESVILLE UTILITIES: GAS
PLAT SHOWING
EXISTING GAS LINE EASEMENT
LOCATED WITHIN THE RIGHTS OF WAY OF
"VALCREST LANE" AND "FOWLER RIDGE COURT"
DUNLORA SUBDIVISION PHASE 5
TO BE QUIT CLAIMED TO THE
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
GAS LINE EASEMENT RECORDED AT:
DEED BOOK 4786 PAGE 713
DATE: OCTOBER 1, 2018 SCALE: 1" = 100'**

**AN ORDINANCE
TO QUITCLAIM NATURAL GAS LINE EASEMENTS
TO THE VIRGINIA DEPARTMENT OF TRANSPORTATION
WITHIN LOCKWOOD DRIVE AND LIVINGSTON DRIVE
IN THE HOLLYMEAD TOWNCENTER SUBDIVISION
LOCATED IN ALBEMARLE COUNTY**

WHEREAS, the Virginia Department of Transportation (VDOT) is prepared to take over maintenance of the roadways known as Lockwood Drive and Livingston Drive (formerly named Deerwood Village Drive) in the Hollymead Towncenter subdivision in Albemarle County; and

WHEREAS, the City owns natural gas lines located within these roadways, and also owns easements for such gas lines, and VDOT has asked that the foregoing easements crossing these roadways be released upon VDOT's acceptance of Lockwood Drive and Livingston 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 easements crossing Lockwood Drive and Livingston Drive to the Virginia Department of Transportation, conditioned upon receipt by the City of a VDOT permit allowing said lines to continue to be located in said roadways.

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

Albemarle County Tax Map 32B (Hollymead Towncenter Subdivision)

**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 November 2, 2018, to construct, maintain, operate, alter, repair, inspect, protect, remove, and replace certain improvements in Lockwood Drive and Livingston Drive rights-of-way in the County of Albemarle, namely: Natural gas lines and related gas facilities, or portions thereof, upon, under and across Lockwood Drive and Livingston Drive, insofar as the land embraced within said easements falls within the boundaries of a public street or highway to be maintained by the Virginia Department of Transportation. Said gas line easements in Lockwood Drive were conveyed to the City by Deed of Easement dated April 10, 2007 from Tribal Properties, LLC and HM Acquisition Group, LLC, of record in the Clerk's Office for the Circuit Court for the County of Albemarle in Deed Book 3401, Page 382, and by Deed of Easement dated April 10, 2007 from Tribal Properties, LLC, of record in the aforesaid Clerk's Office in Deed Book 3401, Page 374. The gas line

easement in Livingston Drive (formerly named Deerwood Village Drive) was conveyed to the City by Deed of Easement dated April 10, 2007 from Tribal Properties, LLC, of record in the aforesaid Clerk's Office in Deed Book 3401, Page 374.

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 roadways.

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.

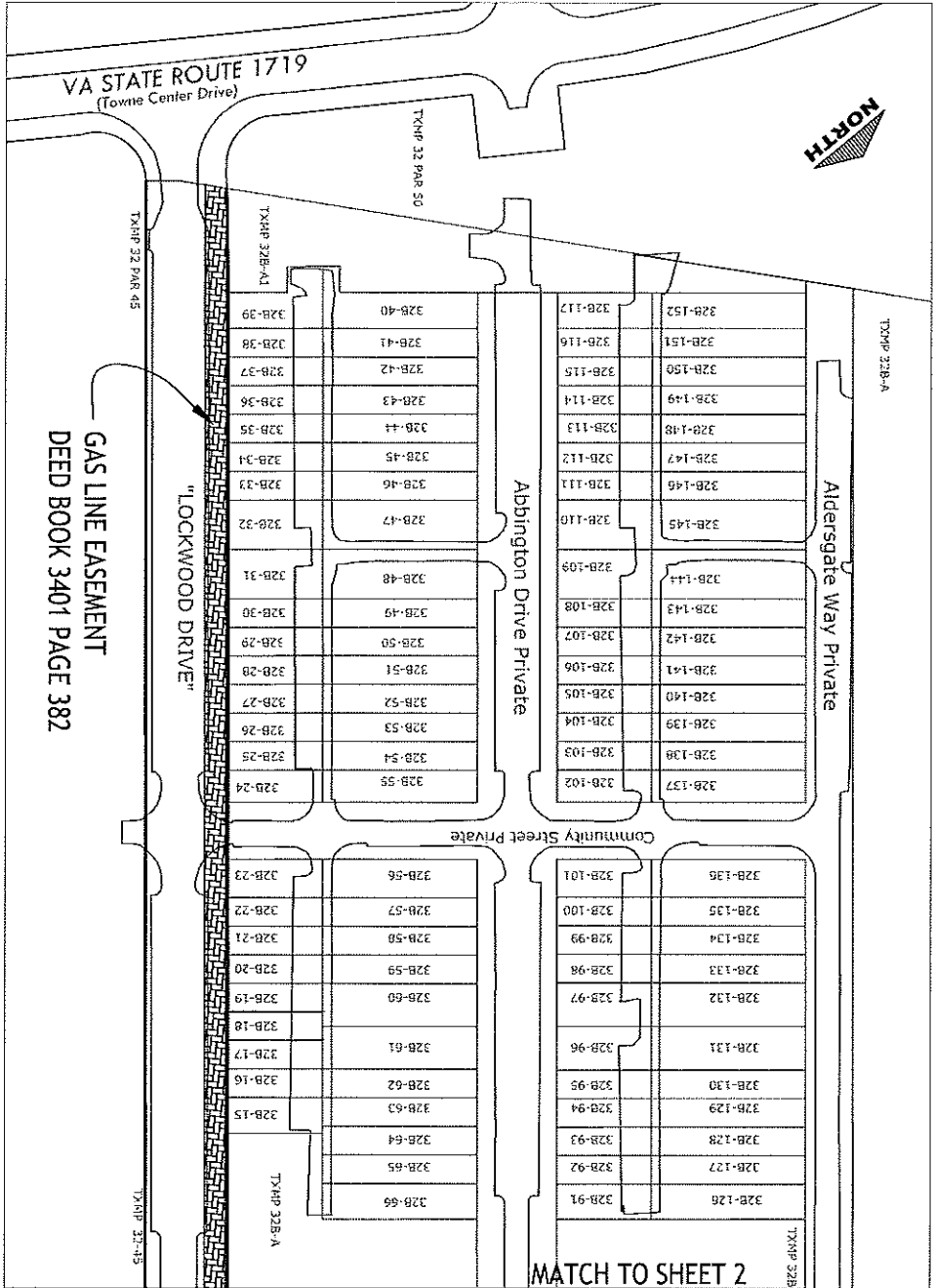
My Commission Expires: _____

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

Notary Public
Registration # _____

Approved as to Form:

John C. Blair, II, City Attorney

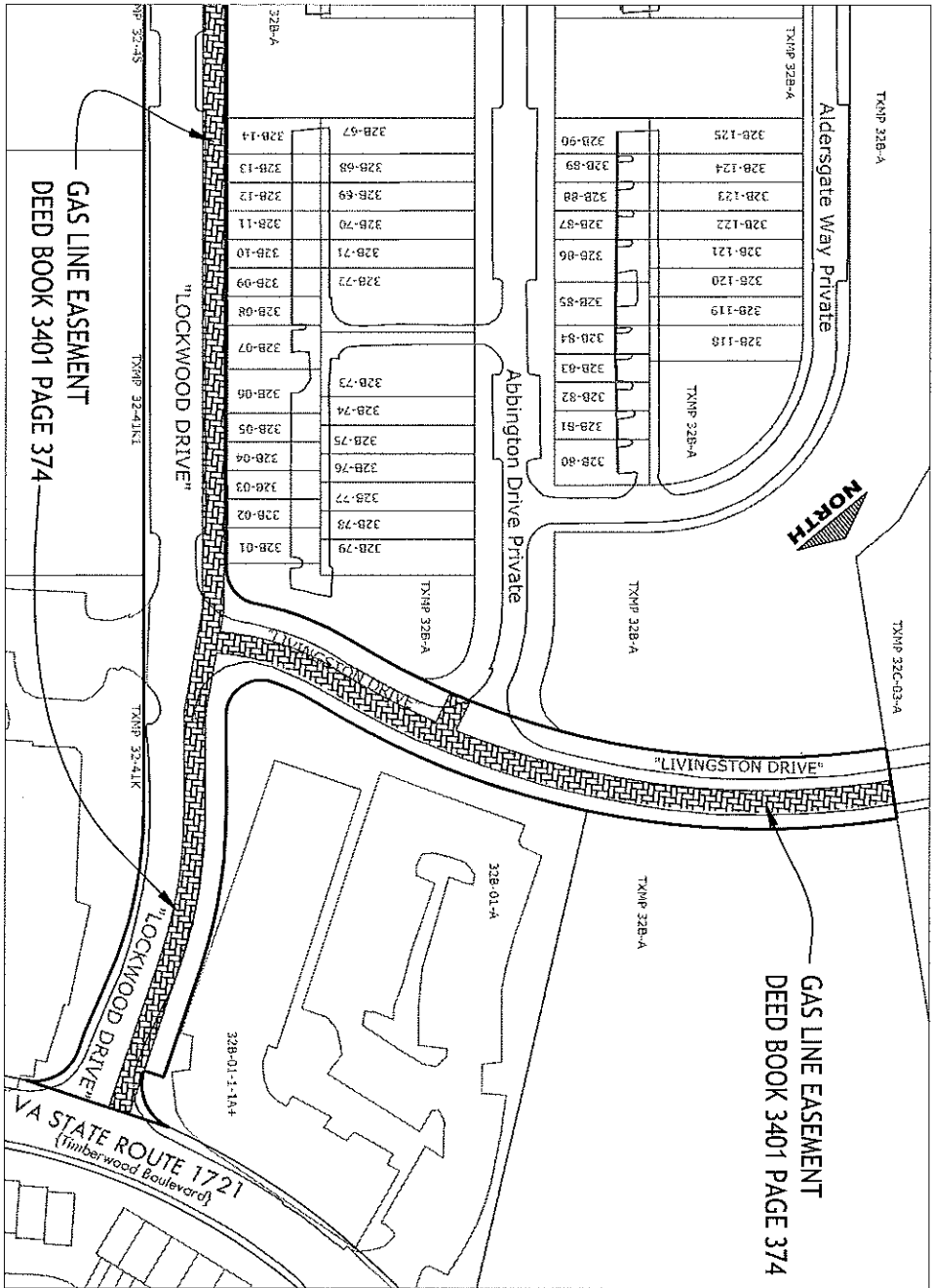


CITY OF CHARLOTTESVILLE
 DEPARTMENT OF UTILITIES: GAS
 PLAT SHOWING
 EXISTING GAS LINE EASEMENT(S)
 LOCATED WITHIN THE
 RIGHTS OF WAY OF:
 "LOCKWOOD DRIVE"
 AND
 "LIVINGSTON DRIVE"
 HOLLYMEAD TOWNCENTER SUBDIV.
 TO BE QUIT CLAIMED
 TO THE
 COMMONWEALTH OF VIRGINIA
 DEPARTMENT OF TRANSPORTATION
 GAS LINE EASEMENT RECORDED AT:
 DEED BOOK 3401 PAGE 374
 DEED BOOK 3401 PAGE 382
 DATE: NOVEMBER 02, 2018
 SCALE: 1" = 100'

The M.A.O.P. of 2" P.E. pipe is 90 P.S.I., which is <20% S.M.V.S. When installed, the minimum depth in grassy areas was 36" and 42" below paved surfaces.

PAGE 1 OF 2

MATCH TO SHEET 1



CITY OF CHARLOTTESVILLE
 DEPARTMENT OF UTILITIES: GAS
 PLAT SHOWING
 EXISTING GAS LINE EASEMENT(S)
 LOCATED WITHIN THE
 RIGHTS OF WAY OF:
 "LOCKWOOD DRIVE"
 AND
 "LIVINGSTON DRIVE"
 HOLLYMEAD TOWNCENTER SUBDIV.
 TO BE QUIT CLAIMED
 TO THE
 COMMONWEALTH OF VIRGINIA
 DEPARTMENT OF TRANSPORTATION
 GAS LINE EASEMENT RECORDED AT:
 DEED BOOK 3401 PAGE 374
 DEED BOOK 3401 PAGE 382
 DATE: NOVEMBER 02, 2018
 SCALE: 1" = 100'

The M.A.O.P. of 2" P.E. pipe is
 90 P.S.I., which is <20% S.M.Y.S.
 When installed, the minimum depth
 in grassy areas was 36" and
 42" below paved surfaces.

PAGE 2 OF 2

Sec. 5. Elective officers; qualifications and terms of certain officers; form of government; corporate powers vested in city council; salaries of councilmen and mayor; city manager; director of finance.

(a) The municipal authorities of the said city shall consist of a council of five members, one of whom shall be mayor, as hereinafter set forth, unless and until this form be changed in manner prescribed by law, a clerk of the ~~corporation~~ [circuit] court, a commonwealth's attorney, a treasurer, a sheriff and a commissioner of revenue, who shall be elected by the qualified voters of the City of Charlottesville at elections held at the intervals and on the day prescribed for such elections by the laws of the state. All persons who are qualified voters of the City of Charlottesville shall be eligible to any of the said offices. The terms of offices of all of said officers shall begin and continue for such length of time as is prescribed by law; provided, that any of said officers shall be eligible to one or more offices to which ~~he~~ they may be elected or appointed by the council. All the corporate powers of said city shall be exercised by said council, or under its authority, except as otherwise provided herein.

(b) The form of government for said city shall be the city manager plan as follows: All corporate powers, legislative and executive authority vested in the City of Charlottesville by law shall be and are hereby vested in a council of five members to be elected at large from the qualified voters of the city, except as hereinafter provided.

(c) The mayor and each of said councilor men shall receive an annual salary to be set by the council, ~~not to exceed thirty-six hundred dollars each (except the president of said council, who shall be mayor, and shall receive a salary not to exceed forty-eight hundred dollars) from the city for their services.~~ No salary increase for the mayor or councilors shall take effect until the first day of January following the next regularly scheduled general election of councilors.

(d) In accordance with the general laws of the commonwealth, the election of councilors men shall be held in ~~May of 1972~~ November of 2019, and biennially thereafter. At the election in ~~May of 1972~~ November of 2019, there shall be elected three ~~members of councilors~~, and at the election in ~~May of 1974~~ November of 2021, there shall be elected two ~~members of councilors~~ to fill vacancies occurring on the first of July in the respective years in which they are elected. The term of office of the councilors men shall be four years from the first day of January following the date of their election and until their successors shall have been elected and qualified. ~~The members of the council~~ Councilors on the effective date of this Charter amendment are hereby confirmed in office until the first day of ~~July~~ January following the final year of the term of office for which they were elected.

(e) It shall be the duty of the ~~said council of five members~~ to elect a city manager, at the salary to be fixed by them, who shall serve at the pleasure of the council.

(f) Subject to general control by the council as provided in subsection (b) hereof, the city manager shall have full executive and administrative authority and shall have the right to employ and discharge all employees under their ~~his~~ control. All departments of city government, including the fire department and police department, shall be under the general supervision of the city manager. The city manager shall give a bond for the faithful performance of their ~~his~~ duties in such sum as the council may require. Subject to the general power of the council as provided in subsection (b) hereof and except as the council may by ordinance otherwise provide, the city manager shall have the powers vested in city

managers by Code of Virginia, sections ~~15.1-926 and 15.1-927~~ 15.2-1540 and 15.2-1541 and general laws amendatory thereof.

(g) ~~Said~~ Council shall elect a director of finance who shall serve at the pleasure of the council and who shall superintend the fiscal affairs of the city, and shall manage the same in the manner required by the council.

In all other respects the said council shall have and be vested with the same authority heretofore exercised by the council, and in all other respects their duties and liabilities shall be regulated by the existing laws, not in conflict therewith.

**MEMORANDUM OF AGREEMENT TO FACILITATE THE EXPANSION,
RENOVATION, AND EFFICIENT AND SAFE OPERATION OF THE ALBEMARLE
CIRCUIT COURT, THE ALBEMARLE GENERAL DISTRICT COURT, AND THE
CHARLOTTESVILLE GENERAL DISTRICT COURT**

THIS AGREEMENT is entered into this ____ day of December, 2018, by and between the **COUNTY OF ALBEMARLE, VIRGINIA** (the “County”) and the **CITY OF CHARLOTTESVILLE, VIRGINIA** (the “City”), both of whom are political subdivisions of the Commonwealth of Virginia. This agreement may be referred to as the “Agreement.” The County and the City may be referred to collectively as the “Parties.”

RECITALS

- R-1** Court Square is an approximately three-quarter acre parcel located in a part of the County that is now surrounded by the incorporated territory of the City near the City’s downtown that has served as the Albemarle County courthouse since the Eighteenth Century, and the building in Court Square in which the Albemarle County Circuit Court is located has continuously served as a County court since the early Nineteenth Century; and
- R-2** The County’s General District Court, as well as related County offices, are also located within Court Square; and
- R-3** The City’s Circuit and General Districts Courts are located near the County’s Courts and the City’s downtown, respectively; and
- R-4** As a result of the proximity of these County and City Courts to one another, as well as the location of the United States District Court in the City’s downtown, many law offices and other court-related businesses, organizations, and court-system related service providers are located in the City’s downtown area; and
- R-5** The County and the City agree that an economically strong City benefits the residents of the City, the County, and the region; and
- R-6** The County has studied the expansion, renovation, and efficient and safe operation of the Albemarle County Circuit Court and General District Courts (the “County Courts”) and related facilities since at least 1999, and more recently has studied and considered the relocation of the County Courts to the County Office Building at 401 McIntire Road, which is within the City, and to locations within the County other than Court Square; and
- R-7** This Agreement is premised on the City’s stated intention to construct a parking structure in downtown Charlottesville and the availability of those parking spaces for those persons working in and using the County Courts and their related offices, and the City’s stated intention to contribute funds for the full cost of a City General District Court court set and clerk’s office within the proposed General District Court Building, as those terms are described in this Agreement; and
- R-8** The availability of adequate and convenient parking for persons working in and using the County Courts and their related offices is essential for the current and future safe, convenient, and practical operation of the County Courts in Court Square and its immediate vicinity; and
- R-9** The County’s Board of Supervisors has determined, as stewards of the revenues received from the County’s taxpayers, that it is fiscally prudent to enter into this Agreement and affirm the County’s commitment for the County Courts to remain in Court Square and its immediate vicinity.

STATEMENT OF AGREEMENT

The County and the City agree to the following:

1. Sale of the County's One-Half Interest in the Jointly-Owned East Market Street Parcel.

The City and the County each own a one-half interest in the parcel located at 701 East Market Street, which is identified as City Parcel Identification Number 530159000 (the "East Market Street Parcel"). Subject to the requirement of Virginia Code § 15.2-1800(B) for the County's Board of Supervisors to first conduct a public hearing and the decision of the County's Board of Supervisors following the public hearing, the County agrees to sell its one-half interest in the East Market Street Parcel to the City pursuant to the following terms:

- A. Purpose.** The purpose for the County selling its one-half interest in the East Market Street Parcel is to facilitate the City's construction of a multi-level public parking structure on the parcel (the "Parking Structure"). The Parties understand that any necessary City financing and ongoing operation and maintenance of the Parking Structure is simplified if the County is not a co-owner of the East Market Street Parcel. In addition, as set forth in Section 2, the Parking Structure alleviates the County's need for ongoing ownership of the parcel.
- B. Value of the East Market Street Parcel; Independent Appraisal.** The fair market value of the East Market Street Parcel shall be determined by an independent appraisal. The Parties shall jointly select an appraiser to appraise the Parcel to determine its fair market value at the time of the appraisal. The Parties shall each contribute one-half of the cost of the independent appraisal. The City shall manage the appraisal process by ensuring that all applicable requirements are satisfied in procuring the services of an independent appraiser. Notwithstanding Section 5(I)(2), the Parties may agree to share the cost of the independent appraisal before all State legislation required to enable the County to lawfully pursue the General District Court Project described in Section 5 is signed by the Governor.
- C. Sales Price.** The County agrees to sell its one-half interest in the East Market Street Parcel for one-half the appraised value determined by the independent appraisal prepared pursuant to Section 1(B).
- D. Costs.** Each Party shall bear its own costs and expenses associated with the sale of the East Market Street Parcel, except for the cost of the independent appraisal.
- E. When the Sale Will Close.** The County's sale of its one-half interest in the East Market Street Parcel shall close within six months after completion of the independent appraisal conducted pursuant to Section 1(B), or within two months after all State legislation required to enable the County to lawfully pursue the General District Court Project described in Section 5 is signed by the Governor, whichever is latest.
- F. Sales Contract.** The Parties may enter into a separate purchase contract for the City's acquisition of the County's one-half interest in the East Market Street Parcel. The contract shall be consistent with the terms in Sections 1(A) through 1(E).
- G. Section 6 of the July 20, 2004 City-County Agreement is Inapplicable.** The procedures and requirements of Section 6 of the "City of Charlottesville/County of Albemarle Intergovernmental Agreement Regarding the Joint Purchase/Ownership of Real Estate," which pertain to the East Market Street Parcel and other properties when "either party wishes to dispose of its interest in the Property" do not apply to this conveyance.
- H. Consequences if the County's Board of Supervisors Fails to Approve Sale Following Public Hearing.** If, following the public hearing required by Virginia Code § 15.2-1800, the County's Board of Supervisors does not approve the sale of the East Street Market Parcel to the City as provided in this section, this Agreement is void.

2. Parking Structure on the East Market Street Parcel.

The City shall construct the Parking Structure on the East Market Street Parcel pursuant to the following terms:

- A. **Purpose.** The City intends to construct the Parking Structure to meet the parking needs of the City. The Parking Structure is also significantly important to the County because one of the bases for the County investing in the expansion and renovation of the County Courts as described in this Agreement is the availability of convenient vehicular parking for those persons working in and using the County Courts and their related offices.
- B. **Design of the Parking Structure.** The City shall have sole discretion in the design of the Parking Structure, subject to the following:
 1. **Providing Parking Structure Design Plans to the County.** During the City's design process for the Parking Structure and until the City's final approval of its design, the City shall provide the original and each revision of the Parking Structure design plans to the County for the County's review and comment. The purpose for the County's review and comment of the Parking Structure design plans is to ensure that the requirements of Section 2(C) are satisfied.
 2. **Changes to the Parking Structure Design After Its Approval.** The City shall not change the design of the Parking Structure after the final approval of its plans by change order or otherwise without the County's express written consent if the design change would change or affect in any way the requirements of Section 2(C) being satisfied. County approval shall not be unreasonably withheld.
- C. **Parking Spaces Allocated to the County.** The City shall provide parking spaces to the County within the Parking Structure as follows:
 1. **Number of County Parking Spaces.** The City shall provide 90 dedicated parking spaces for exclusive use and control by the County and persons working in and using the County Courts, or any other purpose (the "County Parking Spaces") as provided in this subsection.
 2. **Location of the Parking Spaces.** The 90 County Parking Spaces shall be located on the ground level within the Parking Structure to the fullest extent feasible, and exclusive of any parking spaces required to be located on the ground level to comply with the Americans with Disabilities Act. If the design of the Parking Structure does not allow all 90 County Parking Spaces to be located on the ground level, as many of the County Parking Spaces as possible shall be on the ground level and any remaining County Parking Spaces shall be located on the next level above or below the ground level subject to design considerations and applicable State or federal regulatory requirements. For the purposes of this Agreement, "ground level" means the level of the Parking Structure that is at or nearest to the level of the ground around the Parking Structure. Because of the different elevations of East Market Street and 7th Street, it is possible for more than one level of the Parking Structure to be ground level.
 3. **Access to Sidewalks Outside of the Parking Structure.** All 90 County Parking Spaces shall be located to provide convenient pedestrian access to sidewalks outside of the Parking Structure to allow persons working in and using the County Courts to safely walk to and from the County Courts.
 4. **Controlled Access.** The Parking Structure shall be designed to provide controlled access to the fullest extent feasible to the County Parking Spaces when the County has the exclusive right to use the County Parking Spaces for its purposes as provided in Section 2(C)(6). The techniques and systems to control access shall be agreed to between the City and the County while the Parking Structure is being designed. County approval shall not be unreasonably withheld.

5. **County Parking Space Circulation, and Dimensions.** The design of the Parking Structure shall provide safe and convenient ingress and egress from the City streets to the County Parking Spaces, access, and internal circulation shall meet the minimum requirements of City Code § 34-975, and the dimensions of each County Parking Space shall meet the minimum dimensions for a parking space for a standard vehicle (8.5 feet by 18 feet) or a compact vehicle (8 feet by 16 feet) as provided in City Code § 34-977. The ratio of County Parking Spaces for standard vehicles and compact vehicles shall be the same as it is for other parking areas within the Parking Structure.
 6. **When the County has Exclusive Right to Occupy the County Parking Spaces.** The County shall have exclusive control over access to and the right to determine the use of the County Parking Spaces as follows:
 - a. **During Regular Court Hours.** Each Monday through Friday, from 7:00 a.m. until 6:00 p.m., unless the day is a court holiday.
 - b. **During Special Court Sessions or Events.** The County shall also have exclusive control over access to and the use of the County Parking Spaces on any weekend day or evening after 6:00 p.m. when the County or any County Court knows that a judicial proceeding or other County Court event will be held on those days or during those times. The County shall provide the City advance notice of the judicial proceeding or other County Court event that will be held on a weekend day or in the evening after 6:00 p.m.
 7. **When the County does not have Exclusive Right to Occupy the County Parking Spaces.** At any time when the County does not have exclusive control of them as provided in Section 2(C)(6), the County Parking Spaces shall be under the control of the City and may be open to the public or otherwise used as the City determines to be appropriate.
 8. **Separate Lease.** Before the County begins using the County Parking Spaces, the County and the City will enter into a lease for the County Parking Spaces. The lease will be for a minimum term of 20 years, for a rent of not more than \$1.00 per year, and will permit the County to renew the lease for one time for a period not to exceed 20 years for a rent of not more than \$1.00 per year and will otherwise be consistent with the terms and conditions of this Agreement. The lease shall contain a section which provides the County with alternative off-street parking spaces if, at any time during the term of the lease, the County Parking Spaces become unavailable. The lease will make proximity as close as possible to the County Courts the City's first priority in providing alternative parking spaces.
- D. **When Construction Shall Begin.** The City shall begin construction of the Parking Structure no later than May 1, 2022.
- E. **When a Certificate of Occupancy Must be Issued and County Entitled Use.** The City shall issue a certificate of occupancy for the Parking Structure, or at least for the County Parking Spaces, by November 30, 2023, subject to the following:
1. **Coordination.** One of the primary objectives of this Agreement is to ensure that parking spaces are available to persons working in and using the County Courts and their related offices when the General District Court Project is completed. The Parties intend for the City's construction of the Parking Structure and for the General District Court Project to be completed as simultaneously as practicable. In furtherance of that intention:
 - a. **Meetings.** Representatives from the County and the City who will be managing the General District Court Project and the construction of the Parking Structure for their respective localities shall meet to discuss coordinating the timely completion of the two projects. The

meetings shall begin during the design phases for the respective projects and be held periodically as the representatives determine to be necessary.

- b. **Schedule for the General District Court Project.** The County shall provide to the City the County's schedule for completing the General District Court Project and provide any revisions to the schedule whenever it changes. The County will provide the original schedule to the City at least three years before the planned completion date of the General District Court Project.
- c. **Schedule for the Parking Structure.** The City shall provide to the County the City's schedule for completing the Parking Structure and provide any revisions to the schedule whenever it changes. The City shall provide the original schedule to the County within 30 days after the County provides the City its original schedule for the General District Court Project.

2. **Temporary Alternative Parking if the Parking Structure is not Timely Completed.** If the General District Court Project receives a certificate of occupancy on or after November 30, 2023 and before the certificate of occupancy for the Parking Structure has been issued, the City shall provide 100 parking spaces for the exclusive use for those persons working in and using the County Courts and their related offices until the County is able to occupy the Parking Structure and use the County Parking Spaces. These 100 parking spaces shall be located in the City-owned parking structure located on Market Street commonly known as the "Market Street Garage."

F. **Signs.** The City agrees to install and maintain signs in public areas, including along sidewalks, between the Parking Structure, Court Square, and the Project Property as described in Section 5(A) to inform pedestrians how to get to and from those properties.

1. **Sign Plan.** Before the City installs the signs, it shall develop and provide to the County a proposed sign plan, which the County shall review and be subject to approval by the County Executive. The County Executive shall not unreasonably withhold approval of the sign plan.
2. **Costs.** The City shall pay all costs to make or purchase, install, and maintain the signs required by this section.

G. **Failure of the City to Complete Construction of the Parking Structure.** If the City fails to complete construction of the Parking Structure so that it is unable to provide to the County the County Parking Spaces by November 30, 2023 or within one year after the General District Court Project is completed, whichever is later, at the option of the County:

1. **Provide Parking in the Market Street Garage.** The City shall provide 100 spaces in the Market Street Garage at or below Level 2 as those levels are identified on the date of this Agreement for the exclusive use by the County, subject to the terms and conditions of Sections 2(C)(4), 2(C)(5), 2(C)(6), 2(C)(7), and 2(F); or
2. **Reconvey Interest in East Market Street Parcel, Allow the County to Use the Parcel for Parking, and Pay the County.** The City shall convey a one-half Interest in the East Market Street Parcel to the County, allow the County to use the East Market Street Parcel for parking, and pay the County, as follows:
 - a. **Reconveyance.** Subject to a City Council ordinance, the City shall convey to the County a one-half interest in the East Market Street Parcel for the amount it paid to the County pursuant to Section 1 or the then-current appraised value of the one-half interest, whichever is less, less one-half of the fair market rental value for the City's sole occupation of the East Market Street Parcel for the entire time the City was the sole owner of the parcel; and

- b. **Use.** In addition, the City shall enter into a memorandum of understanding providing the County exclusive control over access to and the use of the East Market Street Parcel for parking for persons working in and using the County Courts and their related offices.

3. **Managing the Parking Structure and Maintaining the County Parking Spaces.**

The management of the Parking Structure and the maintenance of the County Parking Spaces are as follows:

- A. **Managing the Parking Structure.** The City anticipates that the Parking Structure will be operated by a third-party vendor. Both the City and the County expect that the Parking Structure will be managed by the selected third-party vendor in a professional manner that will ensure that the Parking Structure, including the County Parking Spaces, are operated to ensure that the Parking Structure is physically sound, clean, and safe. To those ends:
 - 1. **County Participation in the Vendor Selection Process.** A County representative shall serve on all vendor selection committees that are tasked with evaluating the proposals received from vendors to operate the Parking Structure. If the City does not establish a vendor selection committee, a County representative shall be allowed to evaluate any proposals received from vendors and to provide comments and recommendations to the City official charged with selecting a vendor. The City official shall in good faith consider the County representatives comments and recommendations before selecting a vendor.
 - 2. **Vendor Performance Standards.** The City will seek input from the County on management performance standards for the selected vendor. The management standards will include clear expectations on customer complaints and follow-ups. The County shall be provided with a City representative's contact information for any customer complaints received by the County. Any County complaint shall be responded to within one business day of the City representative receiving the complaint.
 - 3. **City Contract with the Vendor.** The City's contract with the vendor selected to operate the Parking Structure shall include an express provision that the County is a valued tenant of the Parking Structure and that the County may have unique concerns, complaints, or questions regarding the operation of the Parking Structure. Any County issues will be addressed by the City directly to the Vendor with input by the County.
 - 4. **Evaluate Vendor Performance.** The County may evaluate the vendor's performance and provide that evaluation to the City.
- B. **The County's Portion of Management Costs.** The County shall pay a portion of the City's costs to the vendor under the contract to manage and maintain the Parking Structure, as follows:
 - 1. **Formula.** The County' portion of management and maintenance costs is the amount equal to the County's pro rata share of the City's annual management and maintenance costs pursuant to its contract with the third-party vendor, less 15 percent.
 - 2. **How Pro Rata Share Determined.** The County's pro rata share of management costs shall be based on the ratio of the 90 County Parking Spaces to the total number of parking spaces expressly designated or which could be designated, within the Parking Structure. For example, if the Parking Structure has 400 total parking spaces, or is designed and constructed to have sufficient area in which 400 parking spaces could be designated as such, the County's pro rata share is 22.5 percent (90/400). For the purposes of this Agreement, parking spaces "which could be designated" are any areas within the Parking Structure that the City has elected not to stripe as parking spaces or otherwise make them available for parking which could be designated for

parking, based on an average parking space size of 8.5 feet by 18 feet, less the minimum area required for safe travelways.

3. **Reduction.** The amount of the County's pro rata share is thereafter reduced by 15 percent in recognition that the County will not exclusively control the access and use of the County Parking Spaces at all times every day.
 4. **Example.** For example, if the County's pro rata share is 25 percent, and the City's total annual management cost of the Parking Structure is \$200,000, the County's pro rata share is \$50,000. That amount is then reduced by 15 percent (\$7,500) for an annual County payment of \$42,500.
- C. **When Payment by the County is Due.** The County shall pay the City its portion of the costs to manage and maintain the Parking Structure once each year, within 30 days after the County receives a written invoice from the City.
- D. **Ongoing Assessment of Best Practices.** Upon the request of either party, City and County representatives will meet to identify and discuss City and County Courts parking needs that will inform decisions as to the best practices to address those needs.

4. **On-Street Parking.**

The City agrees to provide 15 on-street parking spaces for the County's designated use during the County Courts' operational hours, as follows:

- A. **Location.** The 15 on-street parking spaces are located on the sides of the streets abutting the block containing Court Square and the City park that is bounded by East High Street, Park Street, East Jefferson Street, and 4th Street NE (the "On-Street Parking Spaces" and the "Court Square Block").
- B. **Parking Spaces in Addition to Existing Dedicated Parking Spaces.** The On-Street Parking Spaces provided by the City pursuant to this section are in addition to the 16 on-street parking spaces on the same block that are already dedicated for County and Court personnel and for persons with disabilities. These 16 on-street parking spaces shall remain dedicated for County and Court personnel and for persons with disabilities during the term of this Agreement and the ratio of those parking spaces for their currently-dedicated uses shall not change without the prior written consent of the County.
- C. **When the County has Exclusive Right to Occupy the On-Street Parking Spaces.** The County shall have exclusive control over access to and the right to determine the use of the On-Street Parking Spaces on the days and during the times as provided in Section 2(C)(6).
- D. **When County May Begin Use.** The City will make the On-Street Parking Spaces available for County occupation pursuant to this Agreement when the Virginia General Assembly enacts, with the signature of the Governor, all of the amendments to the Code of Virginia listed in Section 5(I) of this Agreement and the County demonstrates, to the City's satisfaction, that all funds necessary for completion of the General District Courts Project are budgeted by the County.
- E. **Enforcement.** The County will develop an enforcement policy, strategy, or plan, or a combination thereof (collectively, the "Plan"), intended to ensure that all of the on-street parking spaces (both the previously dedicated 16 on-street parking spaces (not including the parking spaces already designated for persons with disabilities) and the 15 On-Street Parking Spaces are available for use by County Court personnel and persons using the County Courts on the days and during the times as provided in Section 2(C)(6). The County will provide the Plan to the City for its review and approval before the Plan is implemented.

- F. **Reversion.** Alternatively, at the County's sole option, the County may occupy up to 120 parking spaces in the Parking Structure pursuant to Sections 2 and 3 of this Agreement, and up to 15 of the On-Street Parking Spaces described in Section 4 of this Agreement shall revert back to the sole ownership, use, and control of the City, all of which shall be as agreed to between the City and the County before the County executes its option and the on-street parking spaces revert to the City.

5. **The General District Court Project.**

To facilitate the General District Court Project, the County and the City agree as follows:

- A. **General District Court Project described.** The "General District Court Project" is the County's relocation and expansion of its General District Court and other offices from Court Square to the property located at 350 Park Street, which is identified as City Parcel Identification Numbers 530109000 and 530108000, and which is jointly owned by the City and the County (the "Project Property"). The General District Court Project will include two County General District Court court sets, a shell for a third County General District Court set, and one City General District Court court set. The General District Court Project will also include spaces for Court Clerks and for storage, and will renovate the Levy Opera House building so that the County Commonwealth's Attorney's Office may be relocated there. For the purposes of this Agreement, a "court set" includes a courtroom, judge's chambers, and places for people conducting court business to meet. The General District Court Project is part of a larger project that will include renovating and modernizing the existing County Circuit Court buildings located in Court Square.
- B. **City Consent to Use the Property.** The City consents to the County using the Project Property and constructing and operating the General District Courts on the Project Property for as long as they are located there.
- C. **City Contribution for a City General District Court Court Set.** Within 60 days after receiving a written request from the County, the City shall contribute \$6,838,028 to design and construct the General District Court Project, by which the City will obtain a City General District Court court set and a clerk's office.
1. **Consequences if the City Fails to Appropriate and Transfer.** The County acknowledges that the City's financial contribution to the General District Court Project is subject to appropriation by the City Council. If the City Council does not appropriate the City's contribution and its contribution is not transferred to the County as provided in this Agreement, the City shall pay any costs incurred by the County to redesign the General District Court Project to accommodate only the three County General District Court court sets, any costs related to the delay in the start of construction of the Project, and the City's pro rata share, had it made its full contribution, of the costs for the General District Court Building's foundation, common areas, and circulation elements (access points, entries, lobbies, and hallways that allow people to move around the building).
 2. **Liquidated Damages.** The Parties agree that it would be difficult if not impossible to ascertain the amount of damages sustained by the County arising from the costs related to the delay in the start of construction of the Project caused by the City Council's failure to make the financial contribution to the County pursuant to this Agreement. It is therefore expressly agreed by the Parties that if the City fails to make the financial contribution to the County pursuant to this Agreement which results in Project delay, the City shall pay to the County as liquidated damages, and not as a penalty, the sum of \$200,000.

- D. Ownership and Maintenance of the Project Property and the General District Court Building.** The County and the City jointly own the Project Property and joint ownership shall continue. The County and the City shall also jointly own the General District Court Building. The County's ownership interest shall be based on the percentage of its financial contribution to the total General District Court Project cost and the City's ownership interest shall be based on the percentage of its financial contribution to the total General District Court Project cost.
1. **Management and Maintenance of the Project Property and the General District Court Building.** The Project Property and the General District Court Building (collectively, the "Project Property") shall be managed and maintained (collectively "managed") by the County or a vendor selected by the County, provided that the City and the City General District Court may, at its option, manage and maintain the City General District Court court set.
 2. **Costs.** The City's portion of management costs is 15.68 percent of the total amount of the County's annual management costs of the Project Property.
 3. **When Payment by the City is Due.** The City shall pay the County its share of the costs to manage the Project Property in December of each calendar year, within 30 days after the City receives a written invoice from the County.
- E. Future Capital Costs.** Any capital costs to be incurred after the City issues the certificate of occupancy for the General District Court Building are subject to the following:
1. **Capital Maintenance.** The County shall be responsible for capital maintenance of the Project Property and shall be the fiscal agent for all funding issues pertaining to capital maintenance of the Project Property.
 - a. **Costs.** The City's portion of capital maintenance costs is 15.68 percent of the total amount of any capital maintenance project.
 - b. **When Payment by the City is Due.** The City shall pay the County its share of the costs for capital maintenance within 30 days after the City receives a written invoice from the County.
 2. **Capital Improvements to the Interiors of the General District Court Court Sets.** Any capital upgrades, modifications, or other capital improvements of any General District Court court set shall be solely funded by the County for any County General District Court court set and by the City for the City General District Court court set, provided that any capital upgrades, modifications, or other capital improvements for all four General District Court sets being performed as part of a single project shall be subject to the responsibilities, fiscal agency, cost formula, and payment schedule as provided in Section 5(E)(1).
- F. Furnishing and Equipping.** Each Party shall be responsible for, and pay the full cost of, its respective General District Court court sets. The Parties shall equally share the cost of furnishing and equipping any common areas of the General District Court Building.
- G. Permitting Fees.** When completed, the General District Court Project will be composed of up to four General District Court court sets (one of which will be a shell for future completion by the County). One of the court sets will be a City General District Court court set. The County is responsible for paying any City-imposed permitting fees, provided that the County's obligation to pay permitting fees shall be reduced by the amount of any building inspection fees pursuant to Virginia Code § 15.2-1804, and further provided that the City shall pay 25 percent of all City permitting fees, including any fees imposed by a City utility. Payment by the City of its 25 percent share may be accomplished by reducing the total local fees to be paid for the General District Court Project to 75 percent of that total, less any reduction in building inspection fees pursuant to Virginia Code § 15.2-1804.

H. Charlottesville Circuit Court's Interim Occupation of the Levy House. The Parties entered into a memorandum of understanding on May 9, 2018 to allow the Charlottesville Circuit Court to occupy a portion of a floor of the building known as the Levy House until August 31, 2019 while the Charlottesville Circuit Court's permanent building is being renovated. If the Charlottesville Circuit Court's occupation of the Levy House extends beyond August 31, 2019, upon the written request by the County, the City shall immediately relocate the Charlottesville Circuit Court to another building. If the City does not relocate the Charlottesville Circuit Court by the deadline provided in the County's written request, the City shall pay to the County any costs incurred by the County resulting from the delay, including any increase in the cost for the General District Court Project if the Project must be re-bid.

I. Cooperation in Pursuing Amendments to State Law. The Parties acknowledge that the County's county seat is Court Square and that the County's General District Court Project would relocate the County's General District Courts from Court Square, which is located in the County, to the Project Property, which is located in the City. In addition, the General District Court Building that will be constructed on the Project Property will be jointly used by the County and the City if the City makes its financial contribution for the City General District Court court set pursuant to Section 5(C). Therefore:

1. Cooperation. The Parties agree to jointly cooperate from the date of this Agreement until June 30, 2020 in pursuing before the General Assembly any required amendments to State law, including the following:

a. Amendment to Virginia Code § 15.2-1638. Virginia Code § 15.2-1638 provides that the fee simple of the lands and of the buildings and improvements thereon used for courthouses "shall be in the county or city." Because Project Property is jointly owned by the County and the City, and because the new General District Court Building may be jointly owned, an amendment to Virginia Code § 15.2-1638 is required in order to accomplish the General District Court Project as proposed.

b. Amendment to Virginia Code § 16.1-69.35. Virginia Code § 16.1-69.35(5) currently leaves it to the discretion of the chief judge of the general district court to determine whether court shall be held in any place or places in addition to the county seat. Because the General District Court Project would relocate the County's General District Court from Court Square, the County's county seat, an amendment to Virginia Code § 16.1-69.35 is required in order to allow the General District Court Project to proceed.

2. Consequences if Amendments Not Obtained. If all State legislation required to enable the County to lawfully pursue the General District Court Project described in Section 5 is not effective by July 1, 2020, neither party shall have any obligation under this Agreement except as provided in Section 1(B).

6. Legislative Powers and Rights of Voters Not Affected by this Agreement.

The following legislative powers and voters' rights are not affected by this Agreement, subject to the consequences provided below:

A. Resolution by the County's Board of Supervisors. The City acknowledges that the County's Board of Supervisors may not contract away the Board's legislative powers. Therefore, this Agreement shall not be construed to affect in any way the authority of the Board to adopt a resolution pursuant to Virginia Code § 15.2-1644(A) requesting the County's Circuit Court to order an election on the question of removing the County's county seat (referred to in Virginia Code § 15.2-1644(A) as the "courthouse") to one or more places specified in the resolution.

- B. **Petition by County Voters.** The City acknowledges that the County’s Board of Supervisors may not infringe upon the right of the County’s registered voters to petition the County’s Circuit Court pursuant to Virginia Code § 15.2-1644(A) requesting the Court to order an election on the question of removing the County’s county seat (referred to in Virginia Code § 15.2-1644(A) as the “courthouse”) to one or more places specified in the petition.
- C. **Consequences of a Successful Referendum.** If the referendum on the question requested by the County’s Board of Supervisors or petitioned for by the County’s registered voters pursuant to Virginia Code § 15.2-1644(A) is approved by the voters as provided by law, this Agreement continues in force and effect only until construction of the County court facilities are relocated pursuant to the referendum and the County court facilities are completed and occupied.

7. Notices and any Other Communications.

Any notice or other communication required by this Agreement shall be in writing and be mailed by first class mail or delivered by electronic means, including by email, to the chief administrative officer of the other Party.

- A. **Mailing Addresses.** The mailing addresses of the chief administrative officers are as follows:

County Executive	City Manager
County of Albemarle	City of Charlottesville
401 McIntire Road	605 East Main Street
Charlottesville, Virginia 22902	Charlottesville, Virginia 22902

- B. **Email Addresses.** Email communications shall be addressed using the chief administrative officer’s official email address issued by the Party.

8. Miscellaneous.

- A. **Amendments.** This Agreement may be amended in writing as mutually agreed by the County and the City.
- B. **Assignment.** Neither Party may assign or transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the other Party.
- C. **Non-Severability.** The terms and conditions of this Agreement are integrated with one another. However, if any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement is terminated only if it defeats the purposes of this Agreement for each Party as stated in the Recitals.
- D. **Entire Agreement.** This Agreement contains the entire agreement of the County and the City and supersedes any and all other prior or contemporaneous agreements or understandings, whether verbal or written, with respect to the matters that are the subject of this Agreement.
- E. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia.
- F. **Approval Required.** This Agreement shall not become effective or binding upon the County and the City until it is approved by actions of the County’s Board of Supervisors and the City Council, and executed by an authorized official of each Party.

IN WITNESS WHEREOF, and as authorized by actions of the Albemarle County Board of Supervisors and the Charlottesville City Council, the County and the City each hereby execute this Agreement as of the date first above written, by and through their respective authorized officials:

COUNTY OF ALBEMARLE, VIRGINIA

By: _____
Chair, Board of County Supervisors

Approved as to Form: _____
County Attorney

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____
Mayor, City Council

Approved as to Form: _____
City Attorney