

CITY COUNCIL AGENDA
Tuesday, February 19, 2019



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)

PASSED 4-0 (Bellamy absent)

- a. Minutes – February 4, 2019 Regular Meeting; February 6, 2019 Work Session; February 6, 2019 Closed Meeting
- b. APPROPRIATION: Dockless Mobility Funds for Bicycle and Pedestrian Improvements - \$50,575 (1st of 2 readings)
- c. APPROPRIATION: ~~Capital Fund Transfer for Completion of the Standards and Design Manual Rewrite – \$66,680 (1st of 2 readings) – PULLED FOR DISCUSSION, THEN DEFERRED~~
- d. RESOLUTION: Acquisition of 142 acres on Reservoir Road from Hedgerow Holdings (1st of 1 reading)
- e. ORDINANCE: Lease for Albemarle-Charlottesville Historical Society at 200 2nd Street, NE (2nd of 2 readings)
- f. ORDINANCE: Increase in Limit for Small Purchase Procurement (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*:

Approval of 2018-2022 Analysis of Impediments to Fair Housing Choice Report (1st of 1 reading) – **Consensus to bring back on March 4 Consent Agenda**

3. PUBLIC HEARING ORDINANCE*:

Rezone 918 Nassau Street (Hogwaller Farm) to Mixed Use Highway Corridor (1st of 2 readings) – **NO ACTION. Item will be re-advertised with amendments for March 18, 2019 public hearing.**

4. PUBLIC HEARING RESOLUTION*:

Special use permit for 918 Nassau Street (Hogwaller Farm) for increased density (1st of 1 reading) – **NO ACTION. Item will be re-advertised with amendments for March 18, 2019 public hearing.**

5. PUBLIC HEARING ORDINANCE*:

Encroachment and Aerial Easement from City for CODE Building on West Main (Mall) (1st of 2 readings) – **Consensus to bring back on March 4 Consent Agenda**

6. RESOLUTION*:

Business Equity Fund - \$100,000 Allocation (1st of 1 reading)-PASSED 5-0 Bellamy/Galvin AMENDED to \$109,000 with consensus to bring back loan agreement on Consent Agenda for March 4, 2019

7. REPORT:

Update on Cherry Avenue Small Area Plan

8. REPORT:

Next steps in ABRT Process / Priority Setting Commission – *Written Report Only*

CONSENT AGENDA ITEM C.

APPROPRIATION:

Capital Fund Transfer for Completion of the Standards and Design Manual Rewrite - \$66,680 (1st of 2 readings) – **DEFERRED by Council pending additional information from staff**

*ACTION NEEDED

**RESOLUTION
APPROVING THE ACQUISITION OF LAND NEAR
RAGGED MOUNTAIN RESERVOIR
FOR EXPANSION OF THE CITY PARKS AND TRAIL SYSTEM**

WHEREAS, Hedgerow Holdings I, LLC and Hedgerow Holdings VI, LLC (“Hedgerow”), the owner of a tract of land identified on Albemarle County Tax Map 75 as Parcels 47B, 58, 62, 62A, 63B and 63C, hereinafter the “Property”, has indicated a willingness to convey the Property to the City of Charlottesville for parkland and greenbelt trail purposes; and

WHEREAS, the City has been awarded a grant of \$600,000 from the U.S. Department of Agriculture for the purchase of the Property; and

WHEREAS, the Property is comprised of six (6) separate parcels of land, collectively assessed at approximately \$2.4 million; and

WHEREAS, acquisition of the Property will preserve forestland, extend the City’s greenbelt trail system, and expand the riparian zone at Ragged Mountain Reservoir; and

WHEREAS, the City’s Parks and Recreation Department seeks the endorsement of City Council to proceed with the purchase of the above-described land at a purchase price of \$600,000.00, which is well below the Albemarle County Assessor’s valuation of the land, with the remaining value of the Property being donated to the City by Hedgerow; and

WHEREAS, a Real Estate Purchase and Sale Agreement for the conveyance of said land has been reviewed and approved by the City Attorney’s Office; now, therefore,

BE IT RESOLVED that this Council hereby authorizes the purchase of a tract of land (approximately 142 acres) located near Ragged Mountain Reservoir in the County of Albemarle for expansion of the City’s parkland and greenbelt trail system. The City Manager is hereby authorized to execute a purchase agreement, in form approved by the City Attorney or his designee, and the City Attorney’s Office shall take whatever actions are necessary to effect the acquisition of the above-described Property, pursuant to the terms and conditions, including receipt of the grant funds, set forth in the aforementioned purchase agreement.

ORDINANCE
APPROVING THE LEASE OF CITY-OWNED PROPERTY
AT 200 SECOND STREET, N.E. TO THE
ALBEMARLE CHARLOTTESVILLE HISTORICAL SOCIETY

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

Lease Agreement between the Albemarle County Historical Society d/b/a Albemarle Charlottesville Historical Society (Lessee) and the City of Charlottesville (Lessor) for the lease of property at 200 Second Street, N.E.

THIS LEASE AGREEMENT, made as of this ____ day of _____, 2019, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, hereinafter the "Landlord", and the **ALBEMARLE COUNTY HISTORICAL SOCIETY**, a Virginia non-profit, non-stock corporation d/b/a the **ALBEMARLE CHARLOTTESVILLE HISTORICAL SOCIETY**, hereinafter the "Tenant";

WITNESSETH:

That Landlord hereby leases unto the Tenant and the Tenant hereby agrees to lease from the Landlord that lot located at 200 Second Street, N.E., Charlottesville, Virginia, and containing the McIntire Library Building and grounds, being more particularly described in a deed conveying the lot to the City of Charlottesville recorded among the records of the Charlottesville Circuit Court Clerk's Office in Deed Book 33 at Page 92, hereinafter referred to as the "Premises."

1. **TERM.** The Term of this Lease shall be for a period beginning at 12:01 AM, **May 1, 2019** ("Commencement Date") and terminating at midnight on **April 30, 2022** ("Expiration Date"). This Lease may be renewed in a writing signed by both parties for a maximum of two (2) periods for a term of one (1) year for each separate period. This Lease may be terminated by the Landlord, provided the Landlord provides written notice of such termination to the Lessee at least sixty (60) days prior to the effective date of termination. The parties mutually agree that this Lease shall supersede and replace the existing lease agreement between the City and the Tenant for the Premises dated April 17, 2018.
2. **RENT.** The Landlord agrees that the Premises shall be leased to the Tenant for seven hundred fifty dollars (\$750.00) per month. The monthly rent shall increase by five percent (5%) on an annual basis starting May 1, 2020. The rent increase shall become effective on May 1 of each calendar year.
3. **TENANT ALTERATIONS.** Any alterations, additions and improvements to the Premises must be approved by Landlord prior to the commencement of construction. Except as otherwise provided hereafter, all such alterations, additions, and improvements to the Premises shall ensure to the benefit of and shall be the property of the Landlord.
4. **LANDLORD'S COVENANTS.**
 - A. Landlord covenants and agrees to:
 1. Comply with the requirements of applicable building and housing codes materially affecting health and safety;
 2. Make, coordinate and pay for all routine repairs and maintenance of the exterior premises, including but not limited to, exterior painting and roof repairs;
 3. Maintain in good and safe working order and condition all of the electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other utility or mechanical systems located within the Premises;
 4. Provide property insurance for the replacement value of the Premises, covering damages caused by structural, mechanical, or systems issues related to the building and grounds.

- B. Landlord further covenants that the Tenant, on performing the covenants and conditions contained in this Lease, may peaceably and quietly have, hold and enjoy the leased Premises, subject to the other terms of this Lease.

5. TENANT'S COVENANTS.

Tenant covenants and agrees to:

- A. Keep and maintain the Premises in good, clean and safe condition, including:
1. Tenant shall comply with obligations imposed upon tenants by applicable building and housing codes materially affecting health and safety;
 2. Tenant shall use all appliances, and all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other systems, in a reasonable and safe manner;
 3. Tenant is responsible for paying all utilities to serve the Premises, including fire monitoring, electricity, water, sewer and natural gas;
 4. Tenant agrees to pay all costs resulting from the intentional or negligent destruction, damage or removal of any part of the Premises by the Tenant or by any sub lessee of the Tenant.
 5. Tenant shall maintain the grounds of the Premises, to include mowing, leaf removal, litter removal, landscaping and tree maintenance according to the City property maintenance codes;
 6. Tenant shall remove snow and ice from all walks and steps following City property maintenance codes;
 7. Tenant shall make an annual report to City Council about the progress of Tenant's various programs related to Council goals, to be provided in January of each year of the lease Term.
- B. Tenant shall immediately notify the Landlord of any condition on the Premises that constitutes a fire hazard or other serious threat to the life, health or safety of the occupants of the Premises. Additionally, the Tenant shall provide prompt written notice to the Landlord of any defects or malfunctions in the Premises or in any of the equipment, appliances or parts thereof, as soon as the Tenant becomes aware of them.
- C. Tenant covenants and agrees that upon the expiration or termination of this Lease: (i) the Tenant will deliver the Premises in the same condition in which they were received, ordinary wear and tear excepted; and (ii) the Premises shall be thoroughly cleaned. In the event any of the above conditions have not been met by Tenant prior to its vacation of the Premises, the Tenant agrees to pay all costs and expenses incurred by the Landlord to do so.
- D. Tenant agrees to release, indemnify, protect, and hold the City, its officers, agents and employees harmless from any loss, liability or obligation of any nature whatsoever, which may occur by reason of the Tenant's use of the Premises. This indemnification shall continue in full force and effect notwithstanding the termination of this Agreement. The Tenant shall maintain in force comprehensive public liability insurance coverage in a

minimum amount of \$1,000,000, with an insurer authorized to do business in Virginia. Such policy shall name the City as an additional insured and shall provide that such coverage shall not be cancelled without thirty (30) days written notice to the City. The Tenant shall submit evidence of such insurance coverage to the City Attorney for approval prior to the commencement date of this lease.

- E. The Tenant shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the Premises or permit any other person to do so. Tenant shall be liable for all costs and expenses necessary to repair or replace the Premises, or any portion thereof, as a result of such deliberate or negligent acts.
- F. Tenant shall not commit or permit any waste or nuisance on or about the Premises, nor do anything that might create a hazard of fire on or within the Premises.
- G. Tenant shall not sublet any portion of the property without written consent of the Landlord.

6. DAMAGE TO PREMISES.

- A. In the event the Premises are destroyed or substantially damaged by fire or other casualty, and thereby rendered unfit for occupancy, the Term of this lease shall, at the option of either party upon reasonable notice to the other, terminate as of the date of such damage. Under those circumstances, accrued rent shall be paid up to the time of such damage. If neither party desires to terminate the Lease, the Landlord shall enter and repair the Premises with reasonable speed and rent shall be waived during any period in which the Premises remain unfit for occupancy. Once the Premises have been restored to a condition which is suitable for occupancy, the Tenant's rental obligation shall re-commence, but may be reduced by a reasonable amount for any period during which repairs continue, until such repairs have been completed.
- B. The Landlord shall maintain fire and extended coverage insurance on the Premises in an amount deemed adequate by the Director of Finance for the City of Charlottesville.
- C. The Tenant shall, at its own cost and expense, obtain adequate coverage for insuring the contents of the building against fire, theft or other peril, and the City expressly disclaims any liability for damages or loss of any nature whatsoever which may occur to the property of the Tenant, its members, or others while such property is located on the Premises.

7. INDEMNIFICATION. The Tenant agrees to indemnify the City, its officers, agents and employees and hold them harmless from any loss of any nature whatsoever, which may occur by reason of the Tenant's use of the Premises. The Tenant shall maintain in force comprehensive public liability insurance coverage in a minimum amount of One Million Dollars (\$1,000,000.00), and Workers' Compensation coverage statutory to the Commonwealth of Virginia, with an insurer authorized to do business in Virginia. The comprehensive liability policy shall name the City as an additional insured and shall provide that such coverage shall not be cancelled without thirty (30) days written notice to the City. Liability and Workers' Compensation coverage shall waive subrogation against the City. The Tenant shall submit evidence of such insurance coverage to the City Attorney, via a certificate of insurance issued on the Acord Form 25 or such other form as acceptable to the City Attorney, for approval prior to the commencement date of this lease and within 10 days of the renewal of said coverage.

8. SUBLET OR ASSIGNMENT. The Tenant shall have no right to assign or sublet the Premises to any other party without the prior written consent of the Landlord, which consent shall be entirely within the discretion of the Landlord. The Landlord acknowledges that a portion of the building basement has been sublet by the Jefferson Madison Regional Library (JMRL). The Tenant shall be required to provide the Landlord evidence of comprehensive public liability and

workers' compensation insurance coverage for JMRL or any other sub-tenant occupying the Premises. Coverage shall provide a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence, with an insurer authorized to do business in Virginia. Liability policy shall name the City as an additional insured. Liability and Workers' Compensation coverage shall waive subrogation against the City and shall provide that such coverage shall not be cancelled without thirty (30) days written notice to the City. The Tenant shall submit evidence of such insurance coverage to the City Attorney, via a certificate of insurance issued on the Acord Form 25 or such other form as acceptable to the City Attorney, for approval prior to the commencement date of this lease and within 10 days of the renewal of said coverage. The Tenant shall provide the Landlord with a copy of the current sublease with the JMRL upon the Landlord's request.

9. **ACCESS.** The Landlord shall have the right to enter the Premises during normal business hours in order to inspect the Premises, make necessary agreed repairs or exhibit the Premises to either prospective or actual purchasers, tenants, workers or contractors. The Landlord may so enter without the consent of the Tenant at any time in case of emergency. Except in the case of emergency, or if it is impractical to do so, the Landlord shall give the Tenant reasonable notice of its intention to enter.
10. **HOURS OF OPERATION.** Tenant shall establish regular hours during which the Premises will be open to the public. As a minimum, the Premises shall be open to the public 5 full days per week, forty eight (48) weeks per year. For this purpose, a full day shall be deemed to be six (6) hours.

11. **DEFAULT; TERMINATION.**

- A. The following shall constitute events of Default by Tenant: (i) any material breach of this Lease by Tenant, including, without limitation, any breach that substantially affects the health or safety of any person; (ii) Tenant's abandonment of the Premises; (iii) Tenant's failure to make any payment of rent under this lease for a period of fifteen (15) days after written notice; (iv) use of the Premises by Tenant or others for any illegal purposes; (v) Tenant's denial of any right reserved in this Lease to the Landlord; (vi) filing by the Tenant or against the Tenant in any court pursuant to any statute of a petition of bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property or an assignment by the tenant for the benefit of creditors, provided that such proceedings are not dismissed within 90 days after the commencement of same; (vii) failure by the Tenant to maintain its status as a non-profit, non-stock organization, and (viii) the institution of legal proceedings by or against Tenant to levy upon or dispose of Tenant's leasehold interest in the Premises.
 - i. If Tenant is in default for non-payment of rent, and such default continues for thirty (30) days following written notice from the Landlord demanding possession of the Premises or the payment of rent, then the Tenant shall thereby forfeit its right to possession of the Premises. In such case, Tenant's possession may, at the Landlord's option, be deemed unlawful and the Landlord may proceed to recover possession through all lawful means and proceedings.
 - ii. In the event of a default for reasons other than failure to pay rent, the Landlord shall serve Tenant with a written notice stating the acts or omissions constituting the default and stating that the Lease will terminate, as set forth within the notice, upon a date not less than 30 days after Tenant receives the notice, unless the default is remedied within 21 days. If the breach is remediable by repairs or the payment of damages, and Tenant adequately remedies the breach within 21 days or such longer period of time as Landlord may specify in writing, the Lease shall not

terminate. However, if a particular default is not remediable, Landlord's written notice to Tenant may state the acts and omissions constituting the default and state that the Lease will terminate upon a specific date, which date shall not be less than 30 days after Tenant receives the notice.

- iii. In the event the Landlord pursues any remedies referenced above, the Tenant shall be liable as follows: (a) for all installments of rent and other charges that are past due, and those that are due and owing for the remainder of the Term of this Lease which shall immediately become due and payable; (b) for all expenses that may be incurred by the Landlord for re-letting the Premises, including, without limitation: brokerage, advertising, cleaning, repairing, redecorating and refurbishing expenses; (c) for any court costs incurred by the Landlord for possession of the Premises and for collection of unpaid rent or other charges under this Lease agreement; and (d) for reasonable attorney's fees incurred by the Landlord to obtain possession of the Premises or to collect rent, damages, or other charges under this Lease agreement.
- B. The following shall constitute events of Default by Landlord: (i) any material breach of this Lease by Landlord, including, without limitation, any breach that substantially affects the health or safety of any person; and (ii) Landlord's failure to comply with any laws pertaining to this Lease agreement.
- i. In the event of a Default by Landlord the Tenant shall serve a written notice to the Landlord specifying the acts or omissions constituting the Default and stating that this Lease agreement will terminate on a specific date not less than 30 days after receipt of the notice if such breach is not remedied within 21 days. If the breach can be remedied by repairs, and the Landlord adequately remedies the breach prior to the date specified in the notice, this Lease agreement shall not terminate.
 - ii. The Tenant may not terminate this agreement for a condition caused by the deliberate or negligent act of the Tenant, sublessees or invitees.
 - iii. The Tenant may recover damages and reasonable attorney's fees and may obtain any other action or remedy permitted by law for Landlord's failure to abide by the provisions of this Lease agreement. The Tenant's recourse to any particular remedy shall not deprive him of any other action or remedy.
- C. Prior to Expiration, if the Tenant deserts the Premises, the Landlord may deem the Lease in default and the Premises to be abandoned. The Landlord shall post in a conspicuous area on the Premises a notice declaring the Premises abandoned. Thereafter, the Landlord may enter and secure Premises and, after compliance with any applicable provisions of state law, the Landlord shall be entitled to possession.
- D. Upon termination or expiration of this lease, Landlord shall have the right to reenter and repossess the Premises and may dispossess the Tenant and remove the Tenant and all other persons and property from the Premises. Tenant shall leave the Premises in good and clean condition, ordinary wear and tear excepted.
12. **NOTICES.** All notices required by this Lease, and all correspondence concerning this Lease, shall be sent by United States mail (postage prepaid), to the following individuals:
- A. To Landlord: to the attention of the City Manager for the City of Charlottesville, addressed as follows: P. O. Box 911, Charlottesville, Virginia 22902.
 - B. To Tenant, to the address for the Premises, or such other address as the Tenant may designate in writing from time to time.

13. **HEADINGS.** The headings of the sections of this Lease are inserted for convenience only and do not alter or amend the provisions that follow such headings.
14. **GOVERNING LAW.** This Lease shall be construed, interpreted and applied in accordance with the laws of the Commonwealth of Virginia.
15. **SEVERABILITY.** Any provision of this Lease which is prohibited by, or declared by a court of competent jurisdiction to be unlawful or unenforceable under Virginia law shall be ineffective only to the extent of such prohibition or declaration; the remaining provisions of this Lease shall remain in full force and effect.
16. **NO WAIVERS.** Failure of the Landlord to insist, in any one or more instances, upon a strict performance of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment of such right, but the same shall continue and remain in full force and effect. No waiver by the landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Landlord.
17. **AMENDMENTS.** This lease may not be amended or modified except by written agreement signed by both parties.
18. **BENEFITS.** This agreement is binding upon and shall inure to the benefit of all the respective parties hereto, their respective successors, legal representatives and assigns.
19. **ENTIRE AGREEMENT.** This lease shall constitute the full and complete agreement between the parties, and no other prior or contemporaneous writings or statements shall be of any consequence or have any legal effect.

WITNESS the following signatures and seals.

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____

Title: _____

ALBEMARLE COUNTY HISTORICAL SOCIETY

By: _____

Title: _____

**AN ORDINANCE
AMENDING AND REORDAINING SECTION 22-4 OF CHAPTER 22
OF THE CHARLOTTESVILLE CITY CODE, 1990, AS AMENDED,
TO INCREASE THE SMALL PURCHASE THRESHOLD LIMIT
TO ONE HUNDRED THOUSAND DOLLARS (\$100,000)**

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

1. Section 22-4 of Article I of Chapter 22 (City Procurement of Goods and Services from Non-Governmental Sources) is hereby amended and reordained, as follows:

CHAPTER 22. CITY PROCUREMENT OF GOODS AND SERVICES FROM NON-GOVERNMENTAL SOURCES

ARTICLE I. IN GENERAL

Sec. 22-4. Methods of procurement authorized.

- (a) . . .
- (b) . . .
- (c) . . .
- (d) . . .
- (e) . . .

(f) The purchasing manager may establish written procedures ("small purchase procedures"), approved by the city manager, for single- or term-contracts for:

- (1) Goods and services (other than professional services) and non-transportation related construction, if the aggregate or the sum of all amounts to be paid to the contractor is not expected to exceed one hundred thousand dollars (\$100,000); and
- (2) Transportation-related construction, if the aggregate or sum of all phases is not expected to exceed twenty-five thousand dollars (\$25,000); and
- (3) Professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed eighty thousand dollars (\$80,000).

~~single or term contracts for goods, services and professional services, if the aggregate or the sum of all amounts to be paid to the contractor during performance is not expected to exceed fifty thousand dollars (\$50,000.00) ("small purchase procedures").~~

Such small purchase procedures shall provide for competition wherever practicable.

- (g) . . .
- (h) . . .
- (i) . . .
- (j) . . .
- (k) . . .

2. This ordinance shall take effect on March 1, 2019.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlottesville, Virginia that the sum of \$109,000 is hereby paid from currently appropriated funds in the Council Strategic Initiatives account in the General Fund to the Community Investment Collaborative pursuant to the Donation Agreement between the City of Charlottesville and the Community Investment Collaborative being executed by the Community Investment Collaborative and the City Manager.

Transfer From:

\$109,000 Fund: 105 Cost Center: 1011001000 G/L Account: 599999

Transfer To:

\$109,000 Fund: 426 WBS Element: P-01010 G/L Code: 599999