



CITY COUNCIL AGENDA
June 2, 2014

6:00 p.m. – 7:00 p.m.

Closed session as provided by Section 2.2-3712 of the Virginia Code
Second Floor Conference Room (Schenks Branch negotiations)

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

Council Chambers

AWARDS/RECOGNITIONS
ANNOUNCEMENTS

Consultative Resource Center for School Desegregation

MATTERS BY THE PUBLIC

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

COUNCIL RESPONSE TO MATTERS BY THE PUBLIC

1. CONSENT AGENDA*

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

a. Minutes for May 19

b. APPROPRIATION:

Virginia Department of Health Special Nutrition Program Summer Food Service Program - \$95,000 (2nd of 2 readings)

c. APPROPRIATION:

Appropriation of Funds from the Thomas Jefferson Planning District Commission for Inspection and Testing Services for the JPA/Emmet Improvements - \$15,000 (2nd of 2 readings)

d. APPROPRIATION:

Virginia Produced Planning Grant Support – \$70,000 (2nd of 2 readings)

e. APPROPRIATION:

Social Services Fund Balance Transfer for Office Space Re-Configuration – \$356,785.40 (1st of 2 readings)

f. APPROPRIATION:

Gordon Avenue Library Exterior Envelope Project – Albemarle County Reimbursement - \$2,462.43 (1st of 2 readings)

g. RESOLUTION:

Funds transfer for the Parks and Recreation Office Relocation Project - \$145,000 (1st of 1 reading)

h. RESOLUTION:

Acquisition of 1.306 Acres of Land near Jordan Park for Parkland and Greenbelt Trail (1st of 1 reading)

i. ORDINANCE:

Ordinance to Increase Street Cut Permit Fee from \$40 to \$60 (2nd of 2 readings)

j. ORDINANCE:

Emergency Medical Services Billing Ordinance (2nd of 2 readings)

2. PUBLIC HEARING / RESOLUTION*

McGuffey Art Center Lease (1st of 1 reading)

3. PUBLIC HEARING

City Market Proposals

4. PUBLIC HEARING

South Street Parking Report

5. RESOLUTION*

City of Charlottesville Strategic Plan Approval (1st of 1 reading)

6. ORDINANCE*

Utility Rates (2nd of 2 readings)

7. RESOLUTION*

Adding CAT Advisory Board Member to PLACE (1st of 1 reading)

8. ORDINANCE*

William Taylor Plaza Land Purchase and Sale Agreement Amendment (1st of 2 readings)

OTHER BUSINESS

MATTERS BY THE PUBLIC

*ACTION NEEDED

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**CITY OF CHARLOTTESVILLE, VIRGINIA.
CITY COUNCIL AGENDA.**



Agenda Date:	May 19, 2014
Action Required:	Approval and Appropriation
Presenter:	Erica Goode, Recreation Program Manager
Staff Contacts:	Erica Goode, Recreation Program Manager Leslie Beauregard, Director, Budget and Performance Management
Title:	Virginia Department of Health Special Nutrition Program Summer Food Service Program - \$95,000

Background:

The City of Charlottesville, through Parks and Recreation, has received approval for reimbursement up to \$95,000 from the Virginia Department of Health Special Nutrition Program to provide free breakfast and lunch to children attending summer camp programs.

Discussion:

Charlottesville Parks and Recreation will run six Summer Camp programs throughout the City of Charlottesville. These sites serve children in Pre K - 10th grades, for nine weeks during the summer, June 16 - August 15. Various activities are planned from 9:00am - 4:00pm, Monday through Friday. The Virginia Department of Health Special Nutrition Program provides free, nutritious breakfast and lunch for these children. Most of the children served receive free or reduced meals during the school year. Over 800 children were enrolled in Summer Camps last year.

The \$95,000 appropriation covers the cost of the food and administration of the summer food service program. The lunches are purchased through the City of Charlottesville School Food Service. The Parks and Recreation Department pays the bills to the City of Charlottesville Food Service and is then reimbursed by the Virginia Department of Health Special Nutrition Programs.

Community Engagement:

N/A

Alignment with City Council's Vision and Priority Areas:

Approval of this agenda item aligns directly with Council's vision for Charlottesville to be **America's Healthiest City** and contributes to their 2012 - 2014 priority to *Provide a comprehensive support system for children*. Expected outcomes include increased participation by youth, who receive school year free and reduced lunch in structured, safe and healthy summer programs offered by Parks and Recreation. Youth who participate in the program show improved performance when school starts and improvement in overall health.

Budgetary Impact:

The funds will be expensed and reimbursed to a Grants Fund.

Recommendation:

Staff recommends approval & appropriation of funds

Alternatives:

If money is not appropriated, the free breakfast and lunch program will not be offered to youth, most of which receive free or reduced meals during the school year.

APPROPRIATION.

**Virginia Department of Health Special Nutrition Program.
Summer Food Service Program.
\$95,000.**

WHEREAS, the City of Charlottesville, through Parks and Recreation, has received approval for reimbursement up to \$95,000 from the Virginia Department of Health Special Nutrition Program to provide free breakfast and lunch to children attending summer camp programs; and

WHEREAS, the grant award covers the period from period June 1, 2014 through December 31, 2014.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$95,000, received from the Virginia Department of Health Special Nutrition Program, is hereby appropriated in the following manner:

Revenue – \$95,000

Fund: 209 Internal Order: 1900218 G/L Account: 430120

Expenditures - \$95,000

Fund: 209 Internal Order: 1900218 G/L Account: 530670

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$95,000 from the Virginia Department of Health Special Nutrition Program.

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CITY OF CHARLOTTESVILLE, VIRGINIA. CITY COUNCIL AGENDA.



Agenda Date:	May 19, 2014
Action Required:	Appropriation
Presenter:	James E. Tolbert, A.I.C.P., Director of Neighborhood Development Services
Staff Contacts:	James E. Tolbert, A.I.C.P., Director of Neighborhood Development Services
Title:	Appropriation of Funds from the Thomas Jefferson Planning District Commission for Inspection and Testing Services for the J.P.A./Emmet Improvements - \$15,000

Background: The City and the Thomas Jefferson Planning District Commission (T.J.P.D.C.) are in partnership to administer a project to improve the intersection at J.P.A. and Emmet Street. The T.J.P.D.C. received a grant of \$375,000 on behalf of the City for these improvements. The grant provides \$15,000 for the City to perform project inspection and testing.

Discussion: City staff has agreed to provide the inspection services through its on-call engineering consultant for testing services and staff in order to ensure that the project is completed in accordance with the approved plans and specifications. Services the City will provide include:

1. Attend the pre-construction meeting.
2. Attend progress meetings.
3. Participate in the inspection for substantial completion.
4. Provide field inspections of work in progress to ensure compliance with plans and specification.
5. Verify that all required Civil Rights notices are posted at the site. A list will be provided by the Project Sponsor.
6. Take digital photographs of each construction phase throughout the duration of the project.
7. Prepare written daily inspection reports, indicating construction activities, weather conditions, material tickets, and any tests performed. Any project file documentation system may be used. All records shall be submitted to the Project Sponsor at project completion.
8. Coordinate material testing, securing the services of an independent testing entity. Provide notice to the independent testing entity for inspection services. Testing methods, frequencies and tolerances shall be in accordance with the Local Assistance Project (L.A.P.) manual. Testing criteria established by V.D.O.T. at the Pre-Construction Conference are:

- a. Concrete testing first load every day for slump, air and temperature.
- b. Concrete cylinders first load
- c. Every lift on base to be tested for density
- d. Compaction on open cuts, every other lift
- e. Compaction on backfill for retaining walls, every lift
- f. 95% compaction under pavers, entire stretch

The T.J.P.D.C. will pay the City \$15,000 from grant proceeds.

Community Engagement: There was engagement of the community for the project but not for this appropriation.

Alignment with City Council Vision and Priorities: Approval of this agenda item aligns directly with the following City Council Vision Statements:

- Be a Connected Community
- Be a Smart Citizen Focused Government

Budgetary Impact: The City will receive \$15,000 from the T.J.P.D.C. and expend no more than that for inspection services. It is recommended that these funds be appropriated into an Internal Order within the General Fund budget of Neighborhood Development Services.

Recommendation: Staff recommends approval of appropriation.

Alternatives: Council could decide not to accept the funding and not do the inspections.

Attachments: Revised proposal for Construction Observation and Testing Services

APPROPRIATION.

Appropriation of Funds from the Thomas Jefferson Planning District Commission for Inspection and Testing Services for the JPA/Emmet Improvements.

\$15,000.

WHEREAS, the Thomas Jefferson Planning District Commission is granting the City \$15,000 to perform inspection and testing services for the improvements being made at J.P.A./Emmett St.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the sum of \$15,000 is hereby appropriated in the following manner:

Revenues

\$15,000 Fund: 105 Internal Order: 1900217 G/L Account: 432080

Expenditures

\$15,000 Fund: 105 Internal Order: 1900217 G/L Account: 599999

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$15,000 from the Thomas Jefferson Planning District Commission and shall not be deemed to expire at the end of the fiscal year, and is hereby appropriated in the ensuing fiscal year unless altered by further action of City Council.



April 10, 2014

Mr. Hugh K. Blake, PE
City of Charlottesville
Neighborhood Development Services
610 East Market Street
Charlottesville, VA 22902-0911

Subject: Revised Proposal for Construction Observation and Testing Services, Emmet Street and Jefferson Park Avenue Bike/PED Improvements, Charlottesville, Virginia (Schnabel Reference P4643010)

Dear Mr. Blake:

SCHNABEL ENGINEERING CONSULTANTS, INC. (Schnabel) is pleased to submit our revised proposal for providing construction observation and testing services for this project. This revised proposal supersedes our proposal dated March 27, 2014. Your acceptance of this proposal by signing and returning one copy of this to our office will form our agreement for these services.

SCOPE OF SERVICES

Our services under this agreement will include the following:

- Laboratory testing of proposed fill materials to evaluate conformance with earthwork specifications and to develop moisture-density relations for use in evaluating compaction of fill materials. Testing generally includes:
 - Moisture Content, ASTM D2216
 - Grain Size Distribution, ASTM D422 or D1140, as required
 - Liquid Limit, Plastic Limit, and Plasticity Index of Soils, ASTM D4318
 - Moisture-Density (Proctor) Relationships, VTM-1
- Observations of sidewalk fill and utility and wall backfill placement and spot field density testing to evaluate compaction.
- Observation, sampling, and testing of normal weight concrete in accordance with ASTM C172 and applicable Virginia Department of Transportation (VDOT) standards on a spot check basis, including:
 - Slump, ASTM C143
 - Air Content ASTM C231
 - Ambient air temperature and concrete temperature, ASTM C1064
 - Molding of concrete test specimens, ASTM C31 (4"x8")
 - Laboratory curing and compression testing of concrete specimens

- Electronic written reports of our observations, recommendations, and testing activities as the project progresses.

We can provide consultation upon your request. Our proposal does not include the following services: geotechnical engineering services including evaluation of wall foundations, full time observation and testing of earthwork or asphalt pavement construction, surveying for line and grade, cost and quantity estimates, review of design and contract documents, and professional services not detailed specifically in this agreement.

FEE SCHEDULE/BILLINGS

The fee schedules, last revised November 6, 2012, and the Standard Terms and Conditions in the Contract for Construction Testing Services, Contract No. 4600000620, last renewed in 2013, between Schnabel and the City of Charlottesville will apply for this agreement.

We will bill engineering services for the actual hours expended multiplied by the applicable hourly rate for the various categories of personnel. We will bill laboratory testing and field testing in accordance with the number of tests authorized and completed, or the rental fees incurred to complete the scheduled tests. We will charge travel time and mileage for project related trips between our office and the job site. Our charges include administrative costs as 4 percent of the total fees for our services.

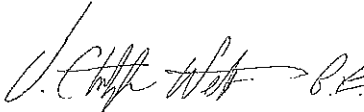
Our services are broken down into task items as indicated in Attachment 1. Our invoices will also be broken down into these tasks so that they can be easily understood and our progress relating to our fees can be easily tracked. A separate task item can be established as required to track any of our fees that may be back-charged to the contractor. These items may include, but are not limited to delays, poor scheduling or retesting.

Our total estimated fee for the services detailed herein is \$14,781. A breakdown of this fee is included as Attachment 1. This fee was estimated based on the project details garnered from our review of the project plans by Water Street Studio last revised on January 31, 2014 (Addendum #4); your email to us dated March 25, 2014; discussions with you; and our experience with similar projects in this area. Our estimate does not include overtime (i.e. more than 8-hour workdays including travel, weekends, or holidays). The total fee for observation and testing services depends solely upon the contractor's rate of progress, the weather, and other conditions beyond our control. This is not a lump sum fee. We will only invoice for the services requested and provided.

Please sign and return one copy of this proposal to our office to form our agreement. This proposal is valid for 30 days from the date shown. Please contact us if you have any questions concerning this proposal. In the event a purchase order is issued for these services, it is understood that the Standard Contract Terms and Conditions as referenced herein will continue to apply.

We appreciate the opportunity to submit this proposal and we look forward to a cordial working relationship for this engagement. Please contact us if you have any questions regarding this proposal.

Sincerely,
SCHNABEL ENGINEERING CONSULTANTS, INC.



O. Christopher Webster, PE
Senior Vice President

Attachments:

- (1) Fee Estimate
- (2) Schedule of Personnel Fees
- (3) Schedule of Laboratory Testing Fees

The terms and conditions of this proposal are:

ACCEPTED BY: _____ CITY OF CHARLOTTESVILLE _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

**CITY OF CHARLOTTESVILLE, VIRGINIA.
CITY COUNCIL AGENDA.**



Agenda Date:	May 19, 2014
Action Required:	Approve Appropriation
Presenter:	Chris Engel, C.E.c.D., Director of Economic Development
Staff Contacts:	Chris Engel, C.E.c.D., Director of Economic Development
Title:	Virginia Produced Planning Grant Support – \$70,000

Background: The Virginia Department of Agriculture and Consumer Services (V.D.A.C.S.) has agreed to fund an Agriculture and Forestry Industries Development Fund (A.F.I.D.) Planning Grant in the amount \$35,000. Previously the City and County of Albemarle have agreed to provide the required local matching funds in the amount of \$17,500 each for a total grant award of \$70,000.

Discussion: The grant funding will enable the Local Food Hub to pursue a detailed business planning process to determine the feasibility for a state-scale flash freezing and light processing facility. The resulting business entity would create light food processing jobs for low to moderate skilled individuals in the City of Charlottesville, while supporting incremental job creation on farms themselves; and provide anchor institutions and Virginia household consumers with year-round access to locally-sourced, nutrient-rich foods.

V.D.A.C.S. requires that a single political subdivision serve as the fiscal agent for planning grants through the A.F.I.D. program. In this case, this is a multi-jurisdictional application with the City serving as the lead and fiscal agent.

Community Engagement: This effort is supported by a diverse group of stakeholders led by the Local Food Hub and including, Homegrown Virginia and the Charlottesville Works Initiative. The effort further builds on background research and preliminary assessment and forecasting conducted in 2010-11 by the Jefferson Area Board for Aging (J.A.B.A.), supported by U.S.D.A., which was focused on the possibility of producing flash frozen foods for low and moderate-income seniors.

Alignment with City Council’s Vision and Priority Areas: Approval of this agenda item aligns directly with Council’s vision for **Economic Sustainability** for the City of Charlottesville and contributes to its 2012-2014 priority to reduce poverty by increasing employment among

less skilled and educated residents. The project also aligns with a key goal in the *Growing Opportunity* report of creating new semi-skilled jobs in the city.

Budgetary Impact: The planning grant requires a local match by the City in the amount of \$17,500. This was approved to come from the City's Strategic Investment Fund (W.B.S.: P-00167) via resolution at the March 17, 2014 City Council meeting. Albemarle County will be invoiced for their contribution.

Recommendation: Staff recommends approval of the appropriation.

Alternatives: City Council may approve the appropriation or decline to do so.

Attachments: None

APPROPRIATION.
Virginia Produced Planning Grant.
\$70,000.

WHEREAS, the City of Charlottesville has received a planning grant from the Virginia Department of Agriculture and Consumer Services Greenstone to support a Phase 2 feasibility study on behalf of the Local Food Hub and the Virginia Produced program,

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

Revenues

\$35,000	Fund: 209	Internal Order: 1900216	G/L Account: 430110 State Grant
\$17,500	Fund: 209	Internal Order: 1900216	G/L Account: 432030 Rev. Alb. Co.
\$17,500	Fund: 209	Internal Order: 1900216	G/L Account: 498010 Transfer

Expenditures

\$70,000	Fund: 209	Internal Order: 1900216	G/L Account: 530550 Contract Serv.
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Transfer from

\$17,500	Fund: 425	WBS Element: P-00167	G/L Account: 561209 Trans. to Grants
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BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$35,000 from the Virginia Department of Agriculture & Consumer Services, and \$17,500 from Albemarle County.

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**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date: June 2, 2014.

Action Required: *Approve appropriation request.*

Presenter: Diane Kuknyo, Director, Dept. of Social Services.

Staff Contacts: Laura Morris, Chief of Administration, Dept. of Social Services
Diane Kuknyo, Director, Dept. of Social Services.

Title: **Transfer and Appropriation from Department of Social Services Fund Balance - for Office Space Re-Configuration - \$356,785.40.**

Background:

Social Services' fund balance of \$356,785.40 consists of one-time federal dollars which can only be used for administration to enhance family and children's services. It cannot supplant state or local funding.

The department has needed additional office space for quite some time and has the opportunity to gain additional space on the first floor of City Hall Annex when Parks and Recreation moves to their new mall location later this year. In exchange Social Services will be giving up five offices and storage space on the fourth floor to the Information Technology Department.

Discussion:

The current Parks and Recreation space consists of a reception area, conference room, offices, and several cubicles. To meet the confidentiality requirements of Social Services, the department plans to re-configure the reception area and cubicle space into offices.

Depending upon how far the funding will carry us, the department also plans to re-configure cubicles on its second, third, and fourth floors into offices as well as add an additional conference room for meeting space.

All plans meet the federal requirement of enhancing family and children's services by providing private offices to meet confidentiality requirements, and an additional meeting room for engaging and partnering with families.

Community Engagement:

Department staff work directly with citizens to provide social services, protect vulnerable children

and adults, and promote self sufficiency.

Alignment with City Council's Vision and Priority Areas:

Approval of this agenda item aligns with Council's vision for the City of Charlottesville to **be a smart, citizen-focused government that works to employ the optimal means of delivering quality services.**

Budgetary Impact:

The department would like to use its existing fund balance for this project and therefore no additional funds are required.

Recommendation:

Social Services recommends approval and appropriation of these funds.

Alternatives:

If the funds are not appropriated, the department will be unable to move forward with the project.

APPROPRIATION:

**Transfer and Appropriation from Department of Social Services Fund Balance for Office
Space Re-Configuration
\$356,785.40.**

WHEREAS, the Department of Social Services has an existing fund balance of \$356,785.40 as of the end of fiscal year 2014;

WHEREAS, this fund balance will be used to re-configure office space in the city hall annex;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$356,785.40 shall be appropriated for the use of office space re-configuration.

Expenditures - \$356,785.40.

Fund: 212

WBS: P-00806

G/L Account: 599999

BE IT FURTHER RESOLVED that this funding shall be allowed to carry over until the project is completed.

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**CITY OF CHARLOTTESVILLE, VIRGINIA.
CITY COUNCIL AGENDA.**



Agenda Date:	June 2, 2014
Action Required:	Approve Appropriation of Reimbursement
Presenter:	Mike Mollica, Division Manager, Facilities Development – Capital Projects Coordinator, City of Charlottesville
Staff Contacts:	Leslie Beauregard, Director – Budget and Performance Management, City of Charlottesville Mike Mollica, Division Manager, Facilities Development – Capital Projects Coordinator, City of Charlottesville
Title:	Gordon Avenue Library Exterior Envelope Project – Albemarle County Reimbursement - \$2,462.43

Background: The City of Charlottesville Facilities Development Division oversees capital projects for jointly owned buildings with Albemarle County. The City billed the County for expenses related to the 2nd and 3rd quarters of 2014 for the Gordon Avenue Library Exterior Envelope Project and is requesting Council appropriation of the anticipated reimbursement funds.

Discussion: Appropriation of reimbursement funds will replenish the City’s Government Lump Sum Large Cap account for the County’s share of expenses associated with the Gordon Avenue Library Exterior Envelope Project. Reimbursement funds for this project were not included in the CIP revenue budget.

Community Engagement: N/A

Alignment with City Council’s Vision and Priority Areas : N/A

Budgetary Impact: The funds have been expensed from the Facilities Development Government Lump Sum Large Cap project budget and the reimbursement is intended to replenish the project budget for the County’s portion of those expenses.

Recommendation: Approval and appropriation of reimbursement funds.

Alternatives: If reimbursement funds are not appropriated, the Gordon Avenue Library Exterior Envelope project budget will reflect a deficiency balance.

Attachments: N/A

APPROPRIATION.

**Albemarle County Reimbursement for the Gordon Avenue Library Exterior Envelope Project
\$2,462.43**

WHEREAS, Albemarle County was billed by the City of Charlottesville in the amount of \$2,462.43.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that \$2,462.43 from Albemarle County is to be appropriated in the following manner:

Revenues:

\$1,000.00 – 2nd Quarter 2014

\$1,462.43 – 3rd Quarter 2014

Fund: 426

Funded Program: CP-011 (P-00601-05)

G/L Account: 432030

Expenditures:

\$1,000.00 – 2nd Quarter 2014

\$1,462.43 – 3rd Quarter 2014

Fund: 426

Funded Program: CP-011 (P-00601-05)

G/L Account: 599999

**CITY OF CHARLOTTESVILLE, VIRGINIA.
CITY COUNCIL AGENDA.**



Agenda Date:	June 2, 2014
Action Required:	Adoption of Resolution
Presenters:	Brian Daly, Director of Parks & Recreation, City of Charlottesville Mike Mollica, Division Manager, Facilities Development – Capital Projects Coordinator, City of Charlottesville
Staff Contacts:	Brian Daly, Director of Parks & Recreation, City of Charlottesville Mike Mollica, Division Manager, Facilities Development – Capital Projects Coordinator, City of Charlottesville Leslie Beauregard, Director – Budget and Performance Management, City of Charlottesville
Title:	Transfer of funds from the Capital Improvement Program Contingency account and the Facilities Repair fund for the Parks and Recreation Office Relocation Project - \$145,000

Background: The Department of Parks and Recreation (P. & R.) is scheduled to move out of City Hall Annex and into a tenant space in the Market St. Parking Garage (M.S.P.G.). P. & R. will be moving into a lower level office space at the M.S.P.G., which is currently unoccupied. This is the first phase of a multi-phase office re-organization at City Hall Annex; the second phase will be the expansion of the Department of Social Services (D.S.S.) into the space to be vacated by P. & R. And the final phase will include an expansion and reorganization of the I.T. offices. The build-out for the new P. & R. space at the M.S.P.G. has been designed and competitively bid. However, available funds for the P. & R. build-out at M.S.P.G. fall short of what is required to perform the project.

Discussion: Available funds for the P. & R. build-out project at the M.S.P.G. are \$295,000. Required funds for the project are \$440,000. P. & R., along with Facilities Development, recommend the following fund transfers:

- \$105,000 from P. & R. Small Capital Project Account (FR-001)
- \$40,000 from Capital Projects Contingency Account (CP-080)

Community Engagement: N/A

Alignment with City Council's Vision and Priority Areas: Approval of this this agenda item aligns closely with the City Council vision to be:

- A Smart Citizen Focused Government

Budgetary Impact: There are no anticipated negative impacts to the P. & R. Small Cap account, as funds are currently available. Any remaining project funds will be returned to the capital projects contingency account.

Recommendation: Staff recommends approval of this resolution.

Alternatives: Do not perform the phased re-organization of City Hall Complex. Thus, ultimately not addressing crowding, customer service, and privacy issues which currently exist within D.S.S.

Attachments: N/A

RESOLUTION.

**Transfer of funds from the Capital Improvement Program Contingency account and the
Facilities Repair fund for the Parks and Recreation Office Relocation Project
\$145,000.**

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

Transfer From

\$105,000	Fund: 107	WBS: FR-001	G/L Account: 561426
\$ 40,000	Fund: 426	WBS: CP-080	G/L Account: 599999

Transfer To

\$105,000	Fund: 426	WBS: CP-011/P-00601-14	G/L Account: 498010
\$145,000	Fund: 426	WBS: CP-011/P-00601-14	G/L Account: 599999

BE IT FURTHER RESOLVED, that any remaining projects funds will be returned to the
Capital Improvement Program Contingency Fund (CP-080).

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date: June 2, 2014

Action Required: Yes – Resolution to Purchase Property

Presenter: Brian Daly, Director of Parks & Recreation

Staff Contacts: Chris Gensic, Trails Planner
Lisa Robertson, Chief Deputy City Attorney

Title: Acquisition of 1.306 Acres of Land near Jordan Park for Parkland and Greenbelt Trail

Background: Mavrick Properties Land Trust has offered to sell to the City approximately 1.306 acres of land along Moore’s Creek near Jordan Park, and across the creek from the Hartman’s Mill property the City purchased in February 2014. The land is proposed to be acquired with an agreed upon sale price of \$124,200.00, the 2014 assessed value of the property.

Discussion: This parcel of land is in the Carter’s View subdivision on Baylor Lane. The portion that fronts on Baylor Lane (6,043 square feet) can be developed as a buildable lot, and the remaining “Open Space” at the back (1.167 acres) can be used as parkland with a greenbelt trail. The plan is to subdivide the tract to allow the City to sell the buildable lot, but retain the Open Space as parkland. The proposed sale/purchase is conditioned upon the City’s agreement to restrict the use of the Open Space to parkland or recreational use. The Parks & Recreation Department has no objection to that restriction. Acquisition of the tract of land will provide additional parkland, a multi-use trail corridor, and allow better management of forest and stream buffers along Moore’s Creek.

The title search did not reveal any problems with clear title. Ms. Kristel Riddervold, Environmental Administrator, recommends acquisition of the land. The Public Utilities director has confirmed that there is a sewer line on the property, but there are no utility issues of concern.

Community Engagement:

Significant public participation occurred in the development of the City’s most recent Comprehensive Plan, which identifies as a priority in Section 11.2: Encourage land acquisition along trail corridors to ensure permanent use as trail and the ability to manage land as park space and a green infrastructure resource.

Alternatives: Council can choose not to acquire the land, or modify the terms of the Purchase Agreement.

Budgetary Impact: Funding source for this acquisition is the Park Land Acquisition Capital Fund, Project P-00534.

Recommendation: Approve the Resolution to purchase the land for parkland and greenbelt trail expansion.

Attachments: Resolution and Purchase Agreement
Survey Plat of property

**RESOLUTION
ACQUISITION OF LAND (1.306 ACRES) ON BAYLOR LANE
FROM MAVRICK PROPERTIES LAND TRUST**

WHEREAS, Mavrick Properties Land Trust (“Seller”) has offered to sell to the City of Charlottesville approximately 1.306 acres of land, designated as Parcel 45 on City Tax Map 26, and shown as Lot 10 on the attached excerpt of a plat of Carter’s View Subdivision dated October 16, 2006, made by WW Associates, hereinafter the “Property”; and

WHEREAS, the Property is located on Baylor Lane near Jordan Park and Moore’s Creek, and can be subdivided to create a buildable lot in Carter’s View subdivision plus provide 1.167 acres of Open Space land; and

WHEREAS, at the Seller’s request, the Purchase Agreement contains a covenant that requires the Open Space portion of the Property to be used only for parkland and recreational space; and

WHEREAS, City staff have recommended acquisition of the Property to provide extended greenbelt trails, expansion of parkland, and allow increased protection of Moore’s Creek, and have no objection to the parkland use restriction; now, therefore,

BE IT RESOLVED by the Council for the City of Charlottesville, Virginia, that the City Council hereby authorizes the acquisition of approximately 1.306 acres of land (City Tax Map Parcel 26-45) from Mavrick Properties Land Trust for the purchase price of \$124,200.00. The City Manager is hereby authorized to sign the Purchase Agreement, and the Mayor is authorized to sign the deed of conveyance, both in form approved by the City Attorney. The City Attorney is directed to take whatever steps are necessary to effect the closing on the conveyance of the Property to the City.

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**AGREEMENT
FOR THE SALE/ PURCHASE OF LAND**

THIS AGREEMENT is made as of the _____ day of _____, 2014, between **E. RANDALL RALSTON and ERIN E. RALSTON, TRUSTEES OF THE MAVRICK PROPERTIES LAND TRUST**, (hereinafter referred to as “Seller”), and the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (hereinafter “Purchaser”, or “City”), whose address is P.O. Box 911, Charlottesville, Virginia, 22902.

WITNESSETH:

WHEREAS, Seller is the fee simple owner of the following described land (hereinafter, the “Property”), to wit:

All that certain lot or parcel of land, with improvements thereon and appurtenances thereto, situated in the City of Charlottesville, Virginia, containing 1.306 acres, more or less, shown as Lot 10, of Carter’s View Subdivision, on a plat by WW Associates, Engineers Surveyors Planners, dated October 16, 2006, and recorded in the Clerk’s Office of the Circuit Court of the City of Charlottesville, Virginia, in Deed Book 1117, pages 239 through 248.

WHEREAS, Seller agrees to sell, and the City agrees to purchase, the above-described Property;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, Seller and Purchaser do hereby set forth their agreement as follows:

I. PURCHASE PRICE

The Purchase Price of the Property is One Hundred Twenty Four Thousand Two Hundred Dollars (\$124,200.00), the balance of which shall be paid to Seller at Closing by wired funds, after deduction of the following:

- A. Real estate taxes which have accrued and/or are due and owing to the City of Charlottesville, up to and through the date of Closing, including, without limitation, any deferred taxes, penalties and interest;
- B. Payments which have accrued and/or are due and owing to any third party, in amounts necessary to obtain full satisfaction and release of the lien of any deed(s) of trust and any other liens attached to the Property;
- C. Payment of the recordation taxes applicable to grantors, in the amounts necessary for recordation of the Deed of Conveyance in the land records of the Circuit Court for the City of Charlottesville.

II. TITLE

At Closing, Seller shall convey to the City good and marketable fee simple title to the Property, by

deed of general warranty containing English Covenants of title, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for the City's intended purposes or render title to the Property unmarketable.

III. TERMS AND CONDITIONS

- A. Conditions Precedent to Closing. The City's obligation to proceed to Closing under this Agreement is expressly conditioned and made contingent upon all of the following conditions being met:
- 1) City's receipt of the results, satisfactory to it in its sole discretion, of a title examination to be performed by City at its own expense.
 - 2) City's receipt of the results, satisfactory to it in its sole discretion, of: (a) an environmental review by City staff, and, if desired by the City, a Phase I Environmental Assessment and Report (Phase I Report) conducted and prepared by an environmental engineering and inspection company selected by City at City's expense, and (b) such other investigations, assessments, studies, tests, surveys and reports as may be reasonably required by the City or recommended within in the Phase I Report. If desired by the City, the Phase I report may include testing for any underground or aboveground storage tanks located on the Property.

The City and its employees, agents and contractors shall have the right to enter upon the Property for the purpose of conducting the investigations, assessments, studies, tests and surveys specified herein; provided, however, that no such activity undertaken by the City, its employees, agents or contractors shall change the character or topography of the Property, except for minor changes (e.g., the pulling of soil samples; disturbance of vegetation resulting from the driving of motor vehicles over the surface of the Property, etc.). City will repair any damage caused by said tests.

In the event the results of the City's investigations, assessments, studies, tests, surveys or reports, or any of them, are unsatisfactory to the City, the City may terminate this Agreement by written notice given to the Seller.

- 3) Seller's agreement to sell the Property shall be submitted to the Charlottesville City Council for approval by resolution. If City Council rejects the terms of the purchase of this land, for whatever reason, this agreement shall be null and void and each party shall be relieved of all obligations under this agreement.
- 4) City's receipt of a proposed Deed, at least ten (10) days prior to Closing, for review and approval by the City Attorney's Office. The proposed Deed shall include provisions specifying that the Declarant, by its signature to the Deed, releases the Property from the restriction of Section 6.01 of the Declaration of Restrictions, Covenants, Conditions and Easements for the Carter's View Subdivision, recorded in Deed Book 1126 Page 917 of the land records of the Circuit Court for the City of Charlottesville. Seller shall use its best efforts to obtain Declarant's release of the Restrictions in Section 6.01; however, if Seller is unable to obtain said release, then Purchaser's sole remedy is to terminate this agreement and each party shall be relieved of all obligations under this agreement.

- 5) Seller's deed to the City shall contain a restrictive covenant applicable to that portion of the Property identified as "Open Space" (1.167 acres, more or less) on the Plat, it being the intention of the parties for that portion of the Property to be used as parkland or recreational space.

B. Other Terms and Conditions

- 1) Seller shall be responsible for payment of any and all real estate taxes accrued and/or due on the Property up to and through the date of Closing. Prior to Closing, Seller shall pay all deferred taxes, penalties and interest, outstanding liens, and similar charges, if any, which are owed or outstanding with respect to the Property as of the date of Closing. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of the date of Closing. In the event the Property, or any portion thereof, is taxed under special land use assessment, and this sale results in the disqualification of the Property from eligibility, then the Seller shall pay, when assessed, whether at or after Closing, any rollback taxes assessed.
- 2) Seller shall deliver to the City an affidavit on a form acceptable to the City, signed by Seller, that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmen's liens against the Property, or, if labor or materials have been furnished during the statutory period, that the costs thereof have been paid. Seller shall also deliver to the City, applicable non-foreign status and state residency certificates, and certificates confirming release and satisfaction of all outstanding liens, judgments, and other financial encumbrances of the Property. Seller shall file all applicable 1099 IRS forms and certificates.
- 3) Seller shall be responsible for preparing and obtaining: the deed of conveyance, the certificate for non-foreign status and state residency, and the applicable IRS Form 1099, all required affidavits and certificates of satisfaction, and for payment of Seller's attorney fee(s). Seller shall also be responsible for payment of all recordation taxes applicable to grantors, as necessary for recordation of the deed of conveyance in the land records of the City of Charlottesville. Except as otherwise agreed herein, all other expenses of or relating to this Agreement and the transactions set forth herein, including, without limitation, title examination costs, environmental investigations and assessments, insurance premiums, recording costs, shall be borne by the City.
- 4) All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by the Seller until Closing. From the date of Seller's signature of this Agreement Seller shall not commit, or suffer any other person or entity to commit, any waste or damage to the Property or any appurtenances thereto. From the date of Seller's signature of this Agreement, Seller shall not permit the manufacture, use, storage or disposal of any hazardous wastes and/or toxic substances in or upon the Property or any portion thereof, including any adjoining waterways and drainage ditches.
- 5) This agreement may not be assigned by either Seller or the City, without the advance written consent of the other.
- 6) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to any conflict of laws principles thereof.

- 7) This agreement is binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.
- 8) This Agreement contains the final agreement between the parties hereto, and they shall not be bound by any terms, conditions, oral statements, warranties or representations not contained herein.

III. CLOSING

- (a) Closing will take place in the Office of the City Attorney in City Hall (605 E. Main Street, Charlottesville, Virginia) within thirty (30) days of the date on which the City's authorized representative signs this Agreement, or as soon thereafter as all of the conditions precedent listed in Section II (A) of this agreement have been met to the satisfaction of the City.
- (b) Seller shall deliver possession of the Property to the City at Closing, free and clear of all leases and licenses.
- (c) This agreement may be executed in one or more counterparts, each of which will be considered the agreement for all purposes of proof. In addition to allowing electronic signatures upon an electronic copy of this agreement, as provided by Virginia law, facsimile signatures upon any signature page will be considered to be original signatures.

(This space intentionally left blank)

IN WITNESS WHEREOF, the parties have caused this this Agreement to be executed by their duly authorized representatives:

MAVRICK PROPERTIES LAND TRUST, Seller

By: _____ Date signed: _____
E. Randall Ralston, Trustee

By: _____ Date signed: _____
Erin E. Ralston, Trustee

CITY OF CHARLOTTESVILLE, VIRGINIA, Purchaser

By: _____

Title: _____

Date signed: _____

Approved as to Form:

Funds are Available:

Lisa A. Robertson
Chief Deputy City Attorney

Director of Finance

Budgetary Impact: Funding source for this acquisition is the Park Land Acquisition Capital Fund, Project P-00534.

Recommendation: Approve the Resolution to purchase the land for parkland and greenbelt trail expansion.

Attachments: Resolution and Purchase Agreement
Survey Plat of property

**RESOLUTION
ACQUISITION OF LAND (1.306 ACRES) ON BAYLOR LANE
FROM MAVRICK PROPERTIES LAND TRUST**

WHEREAS, Mavrick Properties Land Trust (“Seller”) has offered to sell to the City of Charlottesville approximately 1.306 acres of land, designated as Parcel 45 on City Tax Map 26, and shown as Lot 10 on the attached excerpt of a plat of Carter’s View Subdivision dated October 16, 2006, made by WW Associates, hereinafter the “Property”; and

WHEREAS, the Property is located on Baylor Lane near Jordan Park and Moore’s Creek, and can be subdivided to create a buildable lot in Carter’s View subdivision plus provide 1.167 acres of Open Space land; and

WHEREAS, at the Seller’s request, the Purchase Agreement contains a covenant that requires the Open Space portion of the Property to be used only for parkland and recreational space; and

WHEREAS, City staff have recommended acquisition of the Property to provide extended greenbelt trails, expansion of parkland, and allow increased protection of Moore’s Creek, and have no objection to the parkland use restriction; now, therefore,

BE IT RESOLVED by the Council for the City of Charlottesville, Virginia, that the City Council hereby authorizes the acquisition of approximately 1.306 acres of land (City Tax Map Parcel 26-45) from Mavrick Properties Land Trust for the purchase price of \$124,200.00. The City Manager is hereby authorized to sign the Purchase Agreement, and the Mayor is authorized to sign the deed of conveyance, both in form approved by the City Attorney. The City Attorney is directed to take whatever steps are necessary to effect the closing on the conveyance of the Property to the City.

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By: _____ Date signed: _____
E. Randall Ralston, Trustee

By: _____ Date signed: _____
Erin E. Ralston, Trustee

CITY OF CHARLOTTESVILLE, VIRGINIA, Purchaser

By: _____

Title: _____

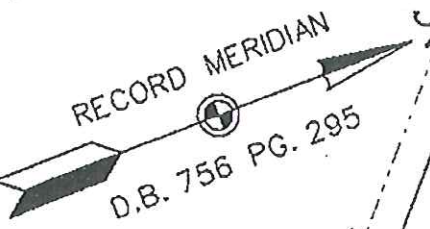
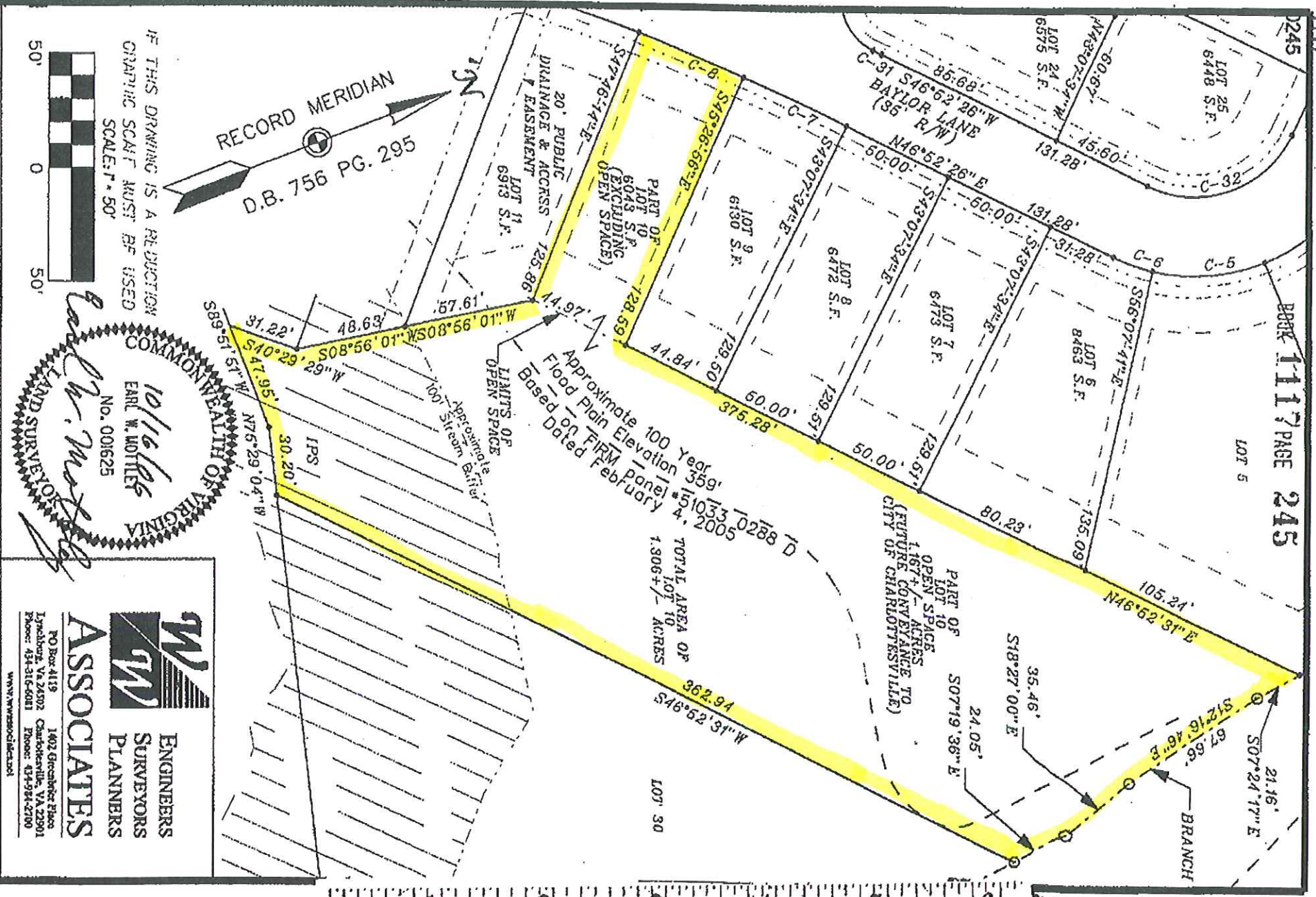
Date signed: _____

Approved as to Form:

Funds are Available:

Lisa A. Robertson
Chief Deputy City Attorney

Director of Finance



IF THIS DRAWING IS A REDUCTION
GRAPHIC SCALE MUST BE USED
SCALE: 1" = 50'



TW ASSOCIATES
ENGINEERS
SURVEYORS
PLANNERS

PO Box 4119
Lynchburg, Va 24502
Phone: 434-316-6081

1402 Greenbrier Place
Charlottesville, VA 22901
Phone: 434-924-2700

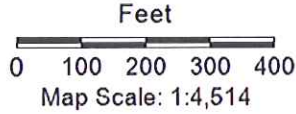
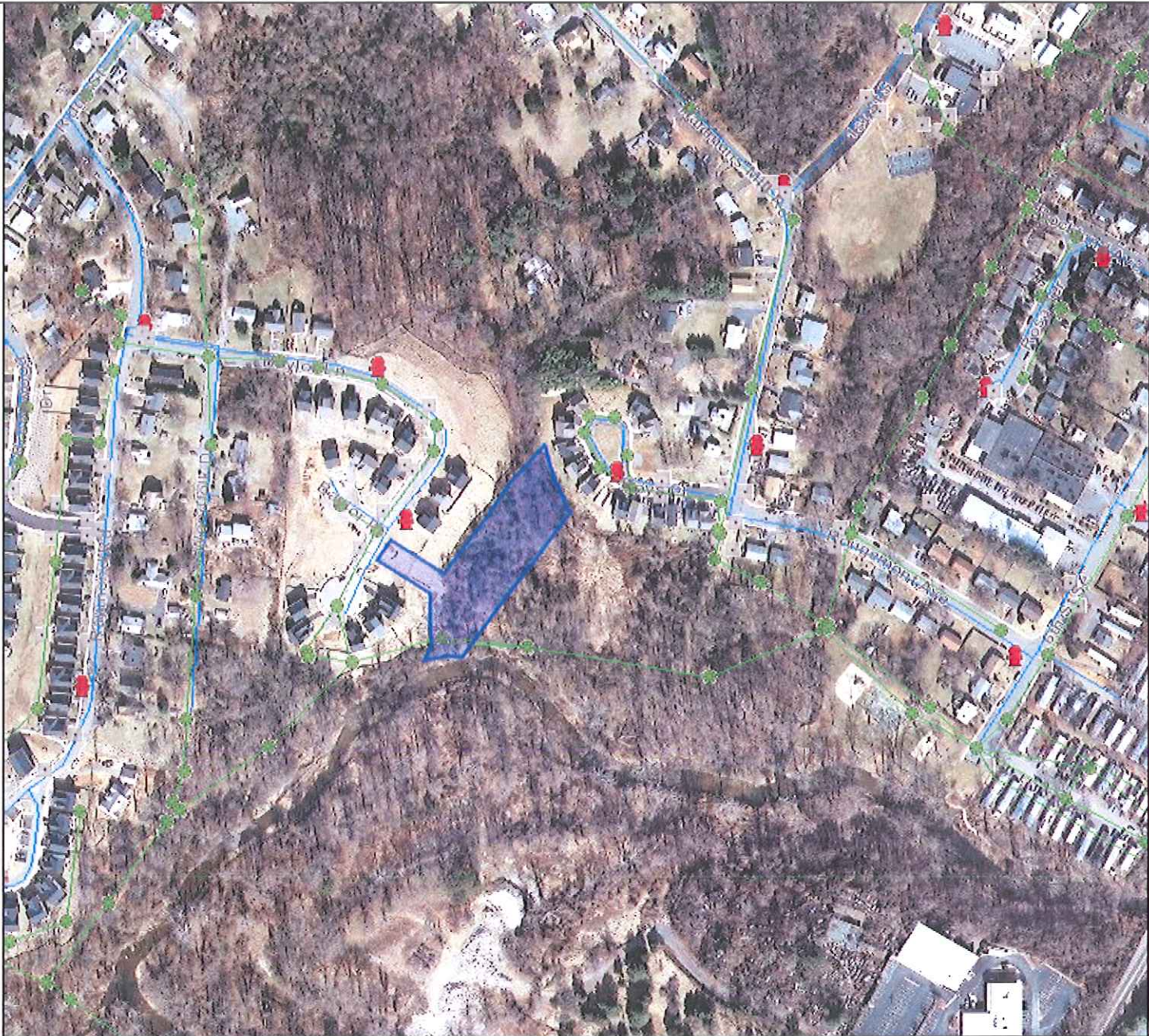
www.twassociates.com

OWNER BY: BNH	TITLE: PLAT SHOWING: SUBDIVISION OF CARTER'S VIEW	REVISION NUMBER: 0
DESIGNED BY: EWH	CHARLOTTEVILLE, VIRGINIA	DRAWING NUMBER: 7
DATE: 10/16/06	DATE: 10/16/06	SHEET NUMBER: 7 OF 10
PROJECT NUMBER: 204139	FILE NAME: NA	SCALE: 1" = 50'
	SURVEYED BY:	

Legend

- Roads
- Sanitary Manhole
- Sanitary Line
- Storm Structure
- Storm Line
- Water Hydrant
- Water Line

STADIUM LINE
NO ISSUES



Title: Lot10Nimmo

Date: 6/25/2013

DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and Charlottesville is not responsible for its accuracy or how current it may be.



CITY OF CHARLOTTESVILLE, VIRGINIA.
CITY COUNCIL AGENDA.



Agenda Date:	May 19, 2014
Action Required:	Adopt Ordinance
Presenter:	Judith Mueller, Public Works Director
Staff Contacts:	Judith Mueller, Public Works Director Steve Lawson, Public Service Manager
Title:	Ordinance to Increase Street Cut Permit Fee from \$40 to \$60

Background: Chapter 28 of City Code requires a permit to excavate, tunnel, or undermine a city street or sidewalk. In the recently completed budget season, Council approved a fee increase, from \$40 to \$60, effective July 1, 2014 as part of the F.Y. 2015 City Council Adopted Budget. This agenda item fulfills the requirement that City Council also approve a change to the City Code section.

Discussion: The current \$40 street cut permit fee for construction occurring in City streets and sidewalks has not increased since inception of the program back in the 1980's. Other jurisdictions and the State have much higher basic cut fees:

V.D.O.T.	\$110
Fairfax	\$100
Richmond	\$50
Roanoke	\$50
Lynchburg	minimum of \$ 25, more depending on size of excavation

Council approved increasing the fee to \$60 as part of the F.Y. 2015 City Council Adopted Budget.

Community Engagement: This fee increase was proposed as part of the F.Y. 2015 City Manager's Proposed Budget. There were several public hearings and budget worksessions held that provided the public an opportunity to provide input on this proposal.

Alignment with City Council's Vision and Priority Areas: Provides additional resources for proper management, inspection, and restoration of City streets and sidewalk infrastructure.

Budgetary Impact: Estimated annual revenue increase of \$24,000 that has been included as part of the F.Y. 2015 City Council Adopted Budget

Recommendation: Approval of change to City Code increasing the base street cut permit fee from \$40 to \$60.

Alternatives: N/A

Attachments: Proposed Ordinance

**AN ORDINANCE
AMENDING AND REORDAINING SECTION 28-52 OF ARTICLE II
OF CHAPTER 28 (STREETS AND SIDEWALKS) OF THE
CHARLOTTESVILLE CITY CODE, 1990, AS AMENDED, TO
INCREASE THE STREET CUT PERMIT FEE.**

BE IT ORDAINED by the Council for the City of Charlottesville, Virginia, that Section 28-52 of Article II (Street Excavations) of Chapter 28 (Streets and Sidewalks) is hereby amended and reordained, as follows:

Sec. 28-52. Same—Application, fee; indemnification for damages, etc.

(a) Application for a permit under this article shall be made on a form prescribed by the director of public works. The application shall state the place where the work is to be performed; the purpose and nature of the work; the dimensions of the work, including the depth of the excavation; the amount of pavement or improved surface, in linear feet, which will be broken or cut; the time at which the work is to be commenced and the time at which it is to be completed; and such other information as may be required by the director of public works.

(b) The applicant shall submit with each application a permit and inspection fee in the following amount:

- (1) A basic cut or excavation fee of ~~forty dollars (\$40.00)~~ sixty dollars (\$60.00);
and
- (2) Ten dollars (\$10.00) for each additional separate cut made pursuant to the permit; and
- (3) For any cut or excavation in excess of one hundred (100) linear feet, ten dollars (\$10.00) for each additional one hundred (100) linear feet, or fraction thereof.

(c) The applicant for a permit shall agree to indemnify and save harmless the city, its citizens, residents and property owners against any and all loss by reason of failure to comply with the requirements of this article and the applicable standards, and from neglect or carelessness in performance of the work.

**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	May 19, 2014
Action Required:	Approve EMS Ambulance Billing Ordinance
Presenter:	Charles Werner, Fire Chief
Staff Contacts:	Charles Werner, Fire Chief
Title:	New EMS Billing Ordinance

Background:

A new ordinance is proposed to address EMS ambulance billing. Fees will be set by City Council resolution. The revenue generated by this ordinance will specifically go to the agency that is performing the EMS ambulance transportation in the City. The primary EMS ambulance transport agency within the City is the Charlottesville-Albemarle Rescue Squad (C-ARS). This funding will go directly to and provide operational sustainability for C-ARS while also providing a means to reimburse the City for career staff positions as outlined in the City/C-ARS Memorandum of Understanding (MOU).

Discussion:

In order to conduct and regulate EMS billing for ambulance transport, the proposed ordinance is designed to allow the Charlottesville-Albemarle Rescue Squad (C-ARS) to bill for EMS ambulance transport in the City of Charlottesville. The ordinance also addresses the procedures for other outside agencies providing EMS ambulance billing within the City.

Community Engagement:

As additional support staff is being provided by the Charlottesville Fire Department to C-ARS, this billing revenue will assist C-ARS to bill for EMS ambulance service and reimburse the City for those career staff positions as outlined in the MOU and requested by C-ARS. Based on state statistics over 70% of localities in Virginia including Albemarle County participate in ambulance billing. The ordinance ensures that EMS care and/or ambulance transport cannot be denied based on an individual's ability to pay.

Alignment with City Council's Vision and Priority Areas:

Approval of this agenda item aligns directly with Council's vision for Charlottesville to be **America's Healthiest City** and contributes to achieving the best emergency response system in the City of Charlottesville. Expected outcomes include the assurance of the best, fastest and closest EMS response in the City.

Budgetary Impact

The impact of this agreement is to create revenue to C-ARS which will help to cover their operational costs and to reimburse the City for requested career staff positions provided by the Charlottesville Fire Department. This revenue is determined by a mutually agreeable methodology by which C-ARS operational costs are covered and reimbursements can be made to the City. If this revenue is not generated, either the City may have to assume the liability of these positions or the positions may have to be eliminated.

Recommendation:

Staff recommends approval of this new EMS ambulance transport billing ordinance.

Alternatives:

If this ordinance change is not approved, it will limit the funding to C-ARS and will not provide a funding mechanism to reimburse the City for career support positions as outlined in the City/C-ARS MOU.

Attachments:

Proposed City ordinance

**AN ORDINANCE
ADDING A NEW ARTICLE IV ENTITLED EMERGENCY MEDICAL SERVICES
TO CHAPTER 12 (RENAMED FIRE PREVENTION AND EMERGENCY MEDICAL
SERVICES) OF THE CODE OF THE CITY OF CHARLOTTESVILLE, 1990, AS
AMENDED, TO REQUIRE PERMITS FOR THE OPERATION OF CERTAIN
EMERGENCY MEDICAL SERVICES VEHICLES IN THE CITY AND
TO AUTHORIZE BILLING OF REASONABLE FEES FOR
EMERGENCY MEDICAL SERVICES IN THE CITY**

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

1. The Charlottesville City Code, 1990, is hereby amended by adding to Chapter 12 a new Article IV, sections 12-40 to 12-43, which sections shall read as follows:

CHAPTER 12

FIRE PREVENTION AND EMERGENCY MEDICAL SERVICES

Article IV. Emergency Medical Services

Sec. 12-40. Purpose.

Pursuant to Virginia Code § 32.1-111.14, it is hereby determined that the powers set forth herein must be exercised in order to assure the provision of adequate and continuing emergency services and to preserve, protect and promote the public health, safety and general welfare.

Sec. 12-41. Definitions.

"Agency" means any person engaged in the business, service or regular activity, whether or not for profit, of transporting persons who are sick, injured, wounded or otherwise incapacitated or helpless, or of rendering immediate medical care to such persons.

"Emergency Medical Services Vehicle" means any vehicle, vessel, aircraft, or ambulance that holds a valid emergency medical services vehicle permit issued by the Office of Emergency Medical Services that is equipped, maintained or operated to provide emergency medical care or transportation of patients who are sick, injured, wounded, or otherwise incapacitated or helpless.

Sec. 12-42. Permits required.

(a) No agency shall operate an Emergency Medical Services Vehicle within City limits unless a permit is first obtained from the City. Agencies permitted pursuant to this article shall comply with all terms and conditions of their permits.

(b) Permits shall be issued in accordance with section 32.1-111.14 of the Virginia Code,

as amended, by the City Manager or his designee, upon such terms and conditions as may be needed to ensure the public health, safety and welfare.

(c) No permit shall be required for (1) any agency acting pursuant to a mutual aid agreement with the City, or any agency while assisting the City during a state of emergency; or (2) any agency in operation within the City on June 28, 1968, that has been in continuing operation up to and including the effective date of this ordinance; or (3) any emergency medical services vehicle operated by the City of Charlottesville.

Sec. 12-43. Fees for emergency medical services vehicle transports.

(a) Reasonable fees shall be charged for services provided by an agency operating emergency medical services vehicles under this article. The schedule of fees shall be established by resolution of City Council.

(b) In no event shall a person be denied transport for emergency medical services due to his or her inability to pay.

(c) The City Manager shall establish policies and procedures to implement this section in accordance with applicable law, including payment standards for persons demonstrating economic hardship.

**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date: *June 2, 2014*

Action Required: *Approval of McGuffey Art Center Lease*

Presenter: *Lance Stewart, Facilities Maintenance Manager*

Staff Contacts: *Lance Stewart, Facilities Maintenance Manager*

Title: *McGuffey Art Center Lease*

Background:

The City of Charlottesville and McGuffey Arts Association formed a dynamic relationship in 1975, whereby this co-operative non-stock, taxable corporation leases from the City the former McGuffey Elementary School. In return for the use of the building as studio space for the Association's nearly 150 visual and performing artist members, the Association provides community outreach services, educational programs, and hosts a variety of events benefiting the local arts and cultural scene. This organization and the services it provides have proven to be of great benefit to the thriving Downtown business corridor and local art scene.

Discussion:

The City and the McGuffey Arts Association board of directors have for several years been in discussions regarding the future of our business relationship and the Association's role in the community. While that relationship has remained fundamentally static for 39 years, the Association's mission has matured. The continuing utilization of the McGuffey Art Center property by the McGuffey Arts Association is assumed, however both parties wish to fully explore any alternatives that might assure the enduring stability of this community resource. The Association's 2013 Annual Report highlights their efforts in the past year to define their vision and to consider alternative corporate structures that may empower the Association to realize that vision. These efforts have included outreach to other local arts groups, as well as extensive internal dialog.

The proposed lease is consistent with the spirit of past agreements in terms of the fiscal and legal relationship between our organizations, while establishing an initial two-year lease period, intended to ensure that the parties continue to cooperatively strive toward our shared goal of nurturing a vibrant and lasting community art center. It is expected that within this two-year timeframe we will arrive at a mutually held set of goals, and that the Association will make significant progress toward the potential organizational restructuring that will position it to serve the area's artists and our citizens for many years to come.

Alignment with City Council’s Vision and Priority Areas:

A Center for Lifelong Learning – The McGuffey Arts Association 2013 Annual Report details the many efforts of the organization to provide and facilitate arts educational programs for citizens of all ages.

C’ville Arts and Culture – In addition of the direct artistic contribution of its members, the McGuffey Art Center hosts exhibitions of the art of non-member and community programs.

Budgetary Impact:

The proposed lease would continue the historically neutral budgeting approach for the upcoming year. The approved 2014-2015 fiscal year operating budget assumed that maintenance/operations costs would be offset by rent consistent with that received in FY 2013-14.

Recommendation:

Approval of lease.

Alternatives:

Allow current lease to expire.

Attachments:

Lease – McGuffey Art Center (2014)
McGuffey Arts Association 2013 Annual Report

RESOLUTION

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

Lease Agreement between the City of Charlottesville (Lessor) and The McGuffey Arts Association, Inc. (Lessee) to lease the property at 201 2nd Street, N.W.

THIS LEASE AGREEMENT is made as of this 6th day of May, 2014, by and between the **CITY OF CHARLOTTESVILLE** (hereinafter, "Landlord" or "City"), whose address is P. O. Box 911, Charlottesville, Virginia 22902, and the **McGUFFEY ARTS ASSOCIATION, INC., a Virginia non-profit, non-stock corporation** (hereinafter, "Tenant").

1. DEMISED PREMISES; LEASE TERM.

- A. In consideration of the promises and covenants herein, Landlord hereby leases to Tenant that property located in the City of Charlottesville, Virginia and known as 201 2nd Street N.W. (hereinafter, the "Premises").
 - B. The Term of this Lease shall commence at 12:01 AM on July 1, 2014 ("Commencement Date") and shall end, if not sooner terminated, two (2) years thereafter, expiring automatically at midnight on June 30, 2016 ("Expiration"). The Landlord may, in its sole discretion, offer Tenant up to two (2) renewal options, each for a period of one (1) year.
2. **RENT.** During the lease term, Tenant agrees to pay to the Landlord rent in the annual amount of Twenty-Four Thousand Five Hundred and Sixty-Four Dollars (\$24,564) ("Rent"). The Tenant shall pay the Landlord the Rent, in advance, in twelve (12) equal monthly installments payable on the fifteenth day of each calendar month for the duration of the term of this lease. The Landlord may increase the amount of Rent, effective beginning July 1st of any year subsequent to the Commencement Date, provided the Landlord notifies the Tenant, on or before February 15th preceding the proposed July 1st effective date, of the amount of such increase and offers the Tenant the option to terminate its lease or begin paying such increased rent as of the July 1st effective date. The rent increase in any given year shall not exceed three percent (3%) of the current rent.

This provision shall continue in effect throughout any renewal terms of this lease.

3. SUBLET; USE OF PREMISES FOR PUBLIC PURPOSE.

- A. The Premises shall be used by the Tenant primarily as an art center, with spaces within the building subleased to individual artists and organizations promoting works of art. No such sublease shall extend beyond the term of this lease. The Tenant shall have no right to assign or sublet the Premises, with the exception of spaces to individual artists/organizations noted above, to any other party without prior written consent of the Landlord, which consent shall be entirely within the discretion of the Landlord.
 - B. Tenant may occasionally rent space on the Premises to private parties for special functions, with the proceeds from such rental kept by Tenant to sustain original purpose of Art Center and/or for leasehold improvements; provided, however, that the City shall be allowed to use space within the building and on the Premises for special functions at no cost, at times agreed to in advance by both parties.
4. **TENANT ALTERATIONS.** Any permanent alterations, additions and improvements to the Premises must be approved by Landlord prior to the commencement of construction. All such alterations, additions, and improvements to the Premises shall inure to the benefit of and shall be the property of the Landlord.
5. **LANDLORD INSPECTIONS; RIGHT OF ENTRY.** Landlord shall have the right to enter the Premises at reasonable times to make inspections of the condition of the Premises, repairs, alterations or improvements, and to show the Premises to prospective purchasers, tenants, workers and/or contractors. Except in emergencies or when circumstances otherwise render advance notice impractical the Landlord will give Tenant reasonable notice of Landlord's intent to exercise this right of entry.

6. 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. Maintain the grounds of the Premises, to include mowing, leaf removal, landscaping and tree maintenance.
5. Remove snow and ice from all walks and steps.

B. Landlord further covenants that the Tenant, on paying the rent and 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.

7. TENANT'S COVENANTS.

Tenant covenants and agrees to:

A. Pay any and all utilities.

B. 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 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 sublessee of the Tenant.

C. Tenant shall make an annual report to City Council about the progress of Tenant's various programs.

D. 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.

E. 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.

- F. 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.
- G. 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.
- H. 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.

8. 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 recommence, 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, sublessee or others while such property is located on the Premises.

9. HOURS OF OPERATION. Tenant shall establish regular hours during which the Premises will be open to the public. At a minimum, the Premises shall be open to the public six (6) days per week, forty-eight (48) weeks per year. For this purpose, a full day shall be deemed to be at least six (6) hours. Each studio shall be open a minimum of 17 ½ hours per week during public hours.

10. 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.

1. 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.
 2. 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.
 3. 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 refurnishing 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.
1. 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.
 2. The Tenant may not terminate this agreement for a condition caused by the deliberate or negligent act of the Tenant, sublessees or invitees.
 3. 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.

11. **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.

12. **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.

13. **GOVERNING LAW.** This Lease shall be construed, interpreted and applied in accordance with the laws of the Commonwealth of Virginia.

14. **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.

15. **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.

16. **AMENDMENTS.** This lease may not be amended or modified except by written agreement signed by both parties.

17. **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.

18. **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.

LANDLORD
CITY OF CHARLOTTESVILLE

TENANT
McGUFFEY ARTS ASSOCIATION

Maurice Jones, City Manager

Robert Anderson, President

**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date: June 2, 2014

Action Required: No

Presenter: Chris Engel, CEcD, Director of Economic Development

Staff Contacts: Chris Engel, CEcD, Director of Economic Development

Title: **City Market/Mixed-Use Development Responses**

Background:

In December of 2013, the Council directed staff to develop a Request for Proposal (RFP) to solicit interest from the development community in creating a mixed use development at the city owned parking lot on Water Street that would also include space for the City Market to operate.

On January 28, 2014 the City of Charlottesville issued this request for proposals from qualified developers interested in presenting a viable design and development concept for a mixed-use development in downtown Charlottesville. Four responses were received by the deadline of March 28, 2014.

Councilors were provided a one page summary developed by staff and copies of each response for review. Electronic versions of each response were posted to the Office of Economic Development webpage.

Discussion:

The next step in the process is for council to identify a preferred concept and direct staff to negotiate a contract that accommodates the City Market and provides for the sale of city property.

To assist in that process Council has requested input from the public. A work session was held on April 24, 2014 in the City Council Chambers. Each respondent to the RFP made a 15 minute presentation and answered questions from the Council. Public

comment was also received.

Following the work session each presentation was added to the web page and a link for public feedback (marketproposals@charlottesville.org) was established.

Community Engagement:

There has been significant community engagement over recent years with respect to the City Market and its current and future location. VA Code Sec. 15.2-1800(B) requires that any time the City wishes to sell or lease public property to a private party, the City must hold a public hearing prior to doing so.

Budgetary Impact:

There is no immediate budget impact as a result of holding a public hearing.

Alignment with City Council Vision and Priorities:

This agenda item aligns with the City Council vision related to economic sustainability and current priority related to the City Market.

Recommendations:

Staff recommends holding a public hearing to help inform a decision as to which development concept to pursue.

Alternatives:

The Council could choose not to take action at this time and continue to operate the market in its current location without any improvements or associated development.

Attachments:

None

**CITY OF CHARLOTTESVILLE, VIRGINIA.
CITY COUNCIL AGENDA.**



Agenda Date:	June 2, 2014
Action Required:	Adopt City's Strategic Plan
Presenter:	Leslie Beauregard, Director, Budget and Performance Management
Staff Contacts:	Maurice Jones, City Manager Leslie Beauregard, Director, Budget and Performance Management
Title:	City of Charlottesville Strategic Plan

Background: Since October 2013, City Council, department heads and City staff, with help and expertise from [Zelos, Inc.](#), have been working to bring together the City's strategic activities into one comprehensive three-year Strategic Plan that can be implemented and integrated into the City's operations and culture.

A Strategic Plan:

- Identifies strategic priorities for an organization
- Establishes measurable goals and objectives
- Defines initiatives (activities) to achieve the desired outcome
- Clarifies desired future state and how to achieve it

This process is the natural progression of the *P.3.: Plan, Perform, Perfect* initiative that staff began in 2008, which started to look at performance measures, data and department scorecards.

The strategic planning project has been a five-step, multi-month process to arrive at the product that will be adopted tonight.

Step I: Project Initiation

October/November.

- Project kick-off meeting
- Creation of project plan
- Meeting with City Council
- ***Deliverables: Project plan and next steps with City Council***

Step II: Study and Analysis

October/December.

- Review of existing information and data provided by City
- Identification of key issues
- Recommendations on how best to proceed
- ***Deliverable: Summary Assessment Report***

Step III: Creation of Strategic Plan

January/May.

- Facilitated session with Lead Team
- Facilitated sessions with Plan Development Team (cross-departmental team of City staff)
- Facilitated session with City Council
- Facilitated sessions with Lead Team and Plan Development Team
- ***Deliverable: Draft Strategic Plan***

Step IV: City Council Approval of Plan

May/June.

- Guidance on Draft Strategic Plan presentation to Council
- Attendance at Council meeting where draft plan is presented
- ***Deliverable: Council-Approved Strategic Plan***

Step V: Implementation

Begin in June.

- Prioritize and fund initiatives
- Finalize intermediate and operational measures
- Align department scorecards/plans to City Strategic Plan
- Develop reporting format (ClearPoint)
- F.Y. 2016 budget development and planning
- Plan Council Retreat for late summer/early fall
- ***Deliverable – Implementation Team positioned for success***

Discussion:

The City's strategic and supplemental information is attached for the most detail. Below is a summary of the plan at the very highest level:

Vision

To be one community filled with opportunity

Mission

To provide services and facilities that promote an excellent quality of life for everyone in our community

Organizational Values

Creativity
Leadership
Trust
Respect
Excellence

Goals and Objectives

Goal 1: Enhance the self-sufficiency of our residents

- 1.1 Promote education and training
- 1.2 Reduce employment barriers
- 1.3 Increase affordable housing options
- 1.4 Enhance financial health
- 1.5 Improve college/career readiness of students

Goal 2: Be a safe, equitable, thriving and beautiful community

- 2.1. Provide an effective and equitable public safety system
- 2.2. Consider health in all policies and programs
- 2.3. Provide reliable and high quality infrastructure
- 2.4. Ensure families and individuals are safe and stable
- 2.5. Provide natural and historic resources stewardship
- 2.6. Engage in robust and context-sensitive urban planning

Goal 3: Have a strong diversified economy

- 3.1. Develop a quality workforce
- 3.2. Attract and cultivate a variety of new businesses
- 3.3. Grow and retain viable businesses
- 3.4. Promote diverse cultural tourism

Goal 4: Be a well-managed and successful organization

- 4.1. Align resources with City's Strategic Plan
- 4.2. Maintain strong fiscal policies
- 4.3. Recruit and cultivate quality employees
- 4.4. Continue strategic management efforts

Goal 5: Foster Strong Connections

- 5.1. Respect and nourish diversity
- 5.2. Build collaborative partnerships
- 5.3. Promote community engagement


Community Engagement: In building the strategic plan, Zelos, Inc. and staff studied over 50 existing strategic documents, which were incorporated into this plan and helped us arrive at a list of critical issues. Many of these documents and studies included citizen feedback components, in addition to the more traditional feedback methods such as budget surveys, the 2012 Citizen Satisfaction Survey (a second one will be conducted in fall 2014), Town Hall meetings, etc. Because the process used information that the City is fortunate to have already had, which considered a large amount of public input, we did not need to revisit seeking further responses. In doing so, this process was much more cost-effective and timely.

Three years from now when the City goes through this process again in order to revisit and renew the Strategic Plan, community input will again be critical. At that time, we can evaluate where we are with the plan and the extent to which the community and the organization have embraced the plan. We may then determine whether it is worth making some investment to gain additional community input through focus groups, meetings, etc. However, we will not be without input in the meantime, as the City is always getting feedback on various processes that can be considered and included. The document is a living one, and feedback will be critical. For example, staff will provide Strategic Plan updates at Town Hall meetings, which will continue this fall. This will be one effective strategy to seek ongoing community input.

Another important aspect of the community is of course employees, who seem to be excited about the new plan. The City Manager and the Office of Budget and Performance Management are hosting a series of employee informational sessions. These are designed to initiate employee engagement,

encourage employees to learn more about the plan, get employees interested in the Strategic Plan, and help them understand their role in the implementation of the plan, which are all key components to the plan’s success. So far, there has been a very good turnout, with more than 130 employees participating in the first two sessions; three more are planned. We anticipate that word will spread, and the remaining sessions will be equally as successful.

Alignment with City Council’s Vision: The chart below illustrates how all five goals align with City Council’s Vision areas in a multitude of ways.



		City of Charlottesville Strategic Plan Goals				
		Enhance the self-sufficiency of our residents	Be a safe, equitable, thriving and beautiful community	Have a strong diversified economy	Be a well-managed and successful organization	Foster strong connections
City Council 2025 Vision Statements	ECONOMIC SUSTAINABILITY	•	•	•		•
	A CENTER FOR LIFELONG LEARNING	•			•	•
	QUALITY HOUSING OPPORTUNITIES FOR ALL	•			•	•
	C'VILLE ARTS AND CULTURE		•	•		•
	A GREEN CITY		•		•	•
	AMERICA'S HEALTHIEST CITY	•	•			•
	A CONNECTED COMMUNITY	•	•	•		•
	COMMUNITY OF MUTUAL RESPECT	•	•		•	•
	SMART, CITIZEN-FOCUSED GOVERNMENT				•	•

Budgetary Impact: The Strategic Plan of course has an impact on the budget and budget process. The Implementation Team will present to Council on those initiatives that can be accomplished in the next fiscal year, which ones are funded, and which ones require additional resources. Starting in F.Y. 16, the Strategic Plan will be one of the drivers of the budget process when making decisions about where resources should be allocated and spent.

Recommendation: Adopt City’s Strategic Plan.

Alternatives: Council may choose to delay adoption, but that will delay implementation and the opportunity to use the plan as part of the F.Y. 16 budget process. Staff needs time during the summer to begin this work.

Attachments: City of Charlottesville Strategic Plan and Supplemental Information; Resolution to Adopt Strategic Plan for 2014-2017



History of City of Charlottesville Strategic Planning

Original Strategic Plan:

Process started '05, adopted '07

- Developed strategies for each **Council Vision Statement** focus area
- Document lists initiative, goal, action plan/schedule, and status for each strategy
- Document has not been updated since August 2007

P3: Plan, Perform, Perfect

Developed in '08-'09

- A performance measurement and management system through which we can measure our progress towards goals and objectives
- Provides foundation to develop a citywide strategic plan
- Develops department strategic plans and scorecards
- Means to report measures and data



Current Strategic Plan *City of Charlottesville Strategic Plan*

Began '13, approval '14

- Will align P3 efforts, Council vision and other city planning documents into a comprehensive and implementable three year plan
- Identifies “internal/external stakeholders” and “critical issues”
- includes Mission, Values, Vision, and Goals
- Includes objectives, initiatives and measures for each of five goals
- Aligns department scorecards and measures with strategic plan

2007 Comprehensive Plan

Process started '05, adopted '07

- Guides the physical growth of the City for the next 25 years
- Identified community values, needs and resources

Council Priorities

City Council Priorities 2012-2014

Developed February '12

- Fiscal year budgets developed to fund initiatives that align with Council Priorities

City Council Vision 2025

Eight original vision areas developed in '07, with an additional one added in '11

- Serves as a guide for Council discussion
- Creates direction for future Councils, staff and decision-makers
- Serves as a guide to strategic plans that will achieve this vision

2013 Comprehensive Plan

Process started '11, adopted '13

- Continues implementation of the vision established in 2001 with focus on refining Land Use policies
- Establishes a concise, relevant document accessible to all

'05 '06 '07 '08 '09 '10 '11 '12 '13 '14



City of Charlottesville Strategic Plan Goals

		<i>Enhance the self-sufficiency of our residents</i>	<i>Be a safe, equitable, thriving and beautiful community</i>	<i>Have a strong diversified economy</i>	<i>Be a well-managed and successful organization</i>	<i>Foster strong connections</i>
City Council 2025 Vision Statements	ECONOMIC SUSTAINABILITY	●	●	●		●
	A CENTER FOR LIFELONG LEARNING	●			●	●
	QUALITY HOUSING OPPORTUNITIES FOR ALL	●			●	●
	C'VILLE ARTS AND CULTURE		●	●		●
	A GREEN CITY		●		●	●
	AMERICA'S HEALTHIEST CITY	●	●			●
	A CONNECTED COMMUNITY	●	●	●		●
	COMMUNITY OF MUTUAL RESPECT	●	●		●	●
	SMART, CITIZEN-FOCUSED GOVERNMENT				●	●

CHARLOTTESVILLE CITY COUNCIL VISION - 2025

Charlottesville: A Great Place to Live for All of Our Citizens

- A leader in innovation, environmental sustainability, social and economic justice, and healthy race relations
- Flexible and progressive in anticipating and responding to the needs of our Citizens
- Cultural and creative capital of Central Virginia
- United community that treasures diversity

Economic Sustainability

Our community has an effective workforce development system that leverages the resources of the University of Virginia, Piedmont Virginia Community College, and our excellent schools to provide ongoing training and educational opportunities to our residents. We have a business-friendly environment in which employers provide well-paying, career-ladder jobs and residents have access to small business opportunities. The Downtown Mall, as the economic hub of the region, features arts and entertainment, shopping, dining, cultural events, and a vibrant City Market. The City has facilitated significant mixed and infill development within the City.

A Center for Lifelong Learning

In Charlottesville, the strength of our education is measured not by the achievements of our best students, but by the successes of all our students. Here, an affordable, quality education is cherished as a fundamental right, and the community, City schools, Piedmont Virginia Community College and the University of Virginia work together to create an environment in which all students and indeed all citizens have the opportunity to reach their full potential.

Quality Housing Opportunities for All

Our neighborhoods retain a core historic fabric while offering housing that is affordable and attainable for people of all income levels, racial backgrounds, life stages, and abilities. Our neighborhoods feature a variety of housing types, including higher density, pedestrian and transit-oriented housing at employment and cultural centers. We have revitalized public housing neighborhoods that include a mixture of income and housing types with enhanced community amenities. Our housing stock is connected with recreation facilities, parks, trails, and services.

C'ville Arts and Culture

Our community has world-class performing, visual, and literary arts reflective of the unique character, culture, and diversity of Charlottesville. Charlottesville cherishes and builds programming around the evolving research and interpretation of our historic heritage and resources. Through City partnerships and promotion of festivals, venues, and events, all have an opportunity to be a part of this thriving arts, cultural, and entertainment scene.

A Green City

Charlottesville citizens live in a community with a vibrant urban forest, tree-lined streets, and lush green neighborhoods. We have an extensive natural trail system, along with healthy rivers and streams. We have clean air and water, we emphasize recycling and reuse, and we minimize storm-water runoff. Our homes and buildings are sustainably designed and energy efficient.

America's Healthiest City

All residents have access to high-quality health care services. We have a community-wide commitment to personal fitness and wellness, and all residents enjoy our outstanding recreational facilities, walking

trails, and safe routes to schools. We have a strong support system in place. Our emergency response system is among the nation's best.

A Connected Community

The City of Charlottesville is part of a comprehensive, regional transportation system that enables citizens of all ages and incomes to easily navigate our community. An efficient and convenient transit system supports mixed use development along our commercial corridors, while bike and pedestrian trail systems, sidewalks, and crosswalks enhance our residential neighborhoods. A regional network of connector roads helps to ensure that residential neighborhood streets remain safe and are not overburdened with cut-through traffic.

Community of Mutual Respect

In all endeavors, the city of Charlottesville is committed to racial and cultural diversity, inclusion, racial reconciliation, economic justice, and equity. As a result, every citizen is respected. Interactions among city leaders, city employees and the public are respectful, unbiased, and without prejudice.

Smart, Citizen-Focused Government

The delivery of quality services is at the heart of Charlottesville's social compact with its citizens. Charlottesville's approach to customer service ensures that we have safe neighborhoods, strong schools, and a clean environment. We continually work to employ the optimal means of delivering services, and our decisions are informed at every stage by effective communication and active citizen involvement. Citizens feel listened to and are easily able to find an appropriate forum to respectfully express their concerns.



City of Charlottesville Strategic Plan



MISSION
To provide services and facilities that promote an excellent quality of life for everyone in our community.

VALUES
Creativity
Leadership
Trust
Respect
Excellence



City of Charlottesville Strategic Plan



VALUES DEFINITIONS	
Creativity	We value innovation in the pursuit of excellence. We are a solution-oriented, problem solving organization. We share ideas and use collaborative strategies to achieve efficient, effective, community-focused results.
Leadership	We lead with commitment, dedication, and the pursuit of sustainability. We balance the needs and interests of all in our decision making. We clearly communicate our vision and goals throughout the organization. We foster an organizational culture that encourages strategic thinking, initiative and strong performance.
Trust	We are accountable to the community for our work. We act ethically and build public trust at all times. We foster open, honest, and direct communication. We are committed to effective stewardship of the City's natural resources and community assets. We perform our duties with attention to fairness, consistency, laws, and policies.
Respect	We appreciate differences and seek diverse input in our public processes. We are inclusive within the organization and in the community. We promote diversity and equity and are mindful of the culture and history of our organization, the City and our community.
Excellence	We provide excellent services. We are responsive to requests and seek to implement the most effective approaches to our work. We follow best practices, and we measure the outcomes of our performance. We provide accurate and timely delivery of services.



City of Charlottesville Strategic Plan



STAKEHOLDERS	SERVICES PROVIDED TO STAKEHOLDERS
<p>Residents Community members Visitors Business and industry Community organizations Other government entities Educational and other institutions</p>	<p>Public Safety Infrastructure and Transportation Healthy Families and Community Services* Community Development Economic Development Municipal Administration</p> <p><i>*Includes Health Services, Social Services, Human Services, Human Rights and Recreation and Cultural Services</i></p>



City of Charlottesville Strategic Plan



INTERNAL STAKEHOLDERS	SERVICES PROVIDED TO INTERNAL STAKEHOLDERS
City Council Employees/Staff and their Dependents City Departments Retirees and their Dependents Boards and Commissions and Taskforces	Leadership and Management Human Resources Services Financial Services Infrastructure <ul style="list-style-type: none">-Facilities (includes construction and maintenance)-Equipment-Information Technology Interdepartmental Technical Assistance (includes legal services)



City of Charlottesville Strategic Plan



VISION

To be one community filled with opportunity.



CRITICAL ISSUES

HOW WILL THE CITY ADDRESS...

- Public Safety?
- Workforce Development?
- Job Creation?
- Long-range land use planning and community design?
- Range of Affordable Housing options?
- Social and income inequality?
- Physical and natural infrastructure management?
- Strengthening regional and community partnerships?
- Recruiting and retaining quality employees?
- Financial Stability?



City of Charlottesville Strategic Plan



GOALS

As the City of Charlottesville, we will....

1. Enhance the self-sufficiency of our residents
2. Be a safe, equitable, thriving and beautiful community
3. Have a strong and diversified economy
4. Be a well-managed and successful organization
5. Foster strong connections



City of Charlottesville Strategic Plan



GOAL	OUTCOME MEASURES	OBJECTIVES	INITIATIVES
<p>1. Enhance the self-sufficiency of our residents</p>	<ul style="list-style-type: none"> a) % of families paying more than 30% of income for housing b) % of students graduating with professional certification or college matriculation c) % of students eligible for free and reduced lunch at school d) % of city population with GED or high school diploma e) % growth of affordable housing stock at all levels f) % of residents living below 200% of poverty 	<ul style="list-style-type: none"> 1.1 Promote education and training 1.2 Reduce employment barriers 1.3 Increase affordable housing options 1.4 Enhance financial health 1.5 Improve college/ career readiness of students 	<ul style="list-style-type: none"> a) Support vocational education workforce development plans b) Implement <i>Growing Opportunities</i> report recommendations c) Develop targeted employment strategies d) Create and implement a peer network as recommended in the Task Force report e) Partner with developers and incentivize affordable property growth (help housing by providing money, reduced timing for plan review, reduced fees) f) Engage with community partners to provide services that curb homelessness and navigate citizens to housing g) Research and develop financial literacy initiative with partners h) Coordinate programs to assure basic needs are met i) Implement SIA/Small Area Plans as it pertains to connecting City residents with employment opportunities for these areas. j) Identify and implement strategies to promote cradle to college supports for children



City of Charlottesville Strategic Plan



GOAL	OUTCOME MEASURES	OBJECTIVES	INITIATIVES
<p>2. Be a safe, equitable, thriving and beautiful community</p>	<ul style="list-style-type: none"> a) % of residents who feel safe in their neighborhoods during day and nighttime hours b) % of residents satisfied with management of natural resources c) % of residents satisfied with overall appearance of City d) % of residents satisfied with health and wellness options e) % of residents satisfied with access to various transportation modes (transit, pedestrian, auto, etc.) f) % of residents rating Charlottesville as a good or great place to live g) % of residents satisfied with public safety services h) % of residents 	<ul style="list-style-type: none"> 2.1. Provide an effective and equitable public safety system 2.2. Consider health in all policies and programs 2.3. Provide reliable and high quality infrastructure 2.4. Ensure families and individuals are safe and stable 2.5. Provide natural and historic resources stewardship 2.6. Engage in robust and context sensitive urban planning 	<ul style="list-style-type: none"> a) Evaluate and address changing public safety needs and issues b) Conduct public education efforts (e.g., gas safety, fire safety, seat belts, child safety seats, smoke alarms) c) Continue school safety efforts d) Engage in the <i>Move 2 Health</i> initiative e) Identify and implement strategies to increase access to healthy food sources and supplies f) Implement <i>M.A.P.P. to Health</i> recommendations g) Complete multimodal plan h) Expand multimodal transportation i) Implement outcomes of <i>Infrastructure Condition Assessments</i> j) Improve permanency for children in child welfare system k) Ensure short term basic needs of families are met l) Develop green infrastructure plan m) Develop <i>Water Resources Master Plan</i> n) Enhance energy efficiency and renewables to achieve emission reductions and community resiliency o) Enhance water conservation program p) Prioritize <i>Comprehensive Plan</i> recommendations q) Create an implementation schedule for the <i>Comprehensive Plan</i> r) Create a plan for prioritizing and implementing proposed investments and strategies in small area plans s) Update the zoning ordinance as needed to complement the City's design guidelines and support context sensitivity t) Complete and begin implementation of the Code and Regulatory Audit u) Complete West Main improvements



City of Charlottesville Strategic Plan



	<p>satisfied with management of historical resources</p> <ul style="list-style-type: none">i) % of residents who indicate the City is a welcoming place for allj) % of residents who report on interacting on a regular basis with people from different cultures		<ul style="list-style-type: none">v) Create plan to redevelop CRHA property (Work with CRHA to support operations and identify pathway to redevelopment)w) Ensure that services and programs promote equity and inclusion
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City of Charlottesville Strategic Plan



GOAL	OUTCOME MEASURES	OBJECTIVES	INITIATIVES
<p>3. Have a strong diversified economy</p>	<ul style="list-style-type: none"> a) % change in number of businesses b) % change in median household income c) % growth in jobs d) % change in unemployment rate e) % change in business gross receipts f) % change in tax delinquency rate g) % change in business health rating (OED survey) h) Commercial occupancy and vacancy rates i) Business satisfaction rating 	<ul style="list-style-type: none"> 3.1. Develop a quality workforce 3.2. Attract and cultivate a variety of new businesses 3.3. Grow and retain viable businesses 3.4. Promote diverse cultural tourism 	<ul style="list-style-type: none"> a) Prepare residents for employment in high demand industries through workforce development programs b) Establish downtown satellite workforce center c) Develop and implement a marketing strategy that promotes City as premier business location d) Identify local incentives to attract business and maximize capital investment in City e) Identify new business prospects with Central Partnership for Economic Development f) Continue to partner with community business development stakeholders g) Enhance Business Visitation Program h) Provide relevant training opportunities for startup and existing City businesses i) Administer biennial survey of City businesses to assess overall health of local economy j) Implement initiatives in <i>Growing Opportunities</i> report k) Develop and implement business services process plan l) Enhance heritage and cultural tourism efforts m) Identify opportunities for public/private partnerships to provide infrastructure that supports tourism industry n) Implement initiatives in Target Industry Report o) Determine what types of conventions the City could accommodate p) Conduct an annual business survey



City of Charlottesville Strategic Plan



GOAL	OUTCOME MEASURES	OBJECTIVES	INITIATIVES
<p>4. Be a well-managed and successful organization</p>	<p>a) % change in citizen satisfaction rating b) % change in employee satisfaction rating c) Bond rating d) Council responsiveness rating</p>	<p>4.1. Align resources with City's strategic plan 4.2. Maintain strong fiscal policies 4.3. Recruit and cultivate quality employees 4.4. Continue strategic management efforts</p>	<p>a) Revisit departmental plans and align with City's strategic plan b) Create tools and strategies needed to obtain performance measurement data c) Develop quarterly reports (financial, measures, etc.) d) Develop and conduct employee engagement survey e) Conduct bi-annual (every 2 years) employee survey f) Develop strategies to address issues identified in the employee survey g) Assess current training opportunities and training space needs for the City as a whole and individual departments h) Evaluate City's pay plan and evaluate/establish performance plan/system (funding for evaluation in F.Y. 15) i) Administer National Citizen Survey to measure citizen satisfaction with City services (Fall 2014) j) Develop an Innovation Team to address process improvement city-wide k) Map out career development plan for employees l) Create inventory of departments who do stakeholder surveys and how the results are being used m) Evaluate recommendations of Blue Ribbon Commission on sustainable school funding n) Conduct an annual self-evaluation of City Council</p>



City of Charlottesville Strategic Plan



GOAL	OUTCOME MEASURES	OBJECTIVES	INITIATIVES
5. Foster strong connections	<ul style="list-style-type: none"> a) % of residents who indicate they are connected to the City of Charlottesville b) % of residents who indicate the City fosters an environment where diversity is nurtured and respected c) % change in efficiency and effectiveness that can be linked to partnerships d) % of residents who indicate their opinions matter to the City 	<ul style="list-style-type: none"> 5.1. Respect and nourish diversity 5.2. Build collaborative partnerships 5.3. Promote community engagement 	<ul style="list-style-type: none"> a) Partner with schools and local service providers to identify changing population trends, challenges and opportunities b) Evaluate recommendations of Blue Ribbon Commission on sustainable school funding c) Partner with community service providers and businesses to educate/train/employ youth and adults preparing for the workforce d) Inventory and evaluate existing partnerships, identify gaps, and develop plan to maximize efficacy and efficiency e) Evaluate community engagement tools and develop recommendations for improving effectiveness (including development of a community engagement guide) f) Share information and best practices with peer agencies and organizations g) Partner with community organizations to promote arts and culture in the City



REPORTING

Outcome measures

Presented with plan to Council

Senior Mgmt
A few key outcome measures

Intermediate measures

Already reporting some at www.charlottesville.org/measuresup. Will work with departments to finalize these.

Middle Mgmt
Outcome plus Intermediate measures of interest

Operational measures

Already reporting some at www.charlottesville.org/measuresup. Will work with departments to finalize these.

Supervisors/Managers
Operational plus Intermediate measures of Interest

Employee measures

A Strategic Plan initiative is to evaluate a new performance plan for employees. These will be developed at that time.



Outcome measures - Citywide Aligned with Goals

Goal: Be a safe, thriving and beautiful community

Outcome Measure: % of residents who feel safe in their neighborhoods

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Intermediate Measures – Dept. level Aligned with Objectives

Examples of Intermediate Measures:

1. Reported type of crime by neighborhood
2. # of violent and disorder related calls in targeted neighborhoods
3. # property crimes by neighborhood
4. # of gun related violent crimes

Operational Measures– Division level Aligned with Dept. level measures

Examples of Operational Measures:

1. Police - # of community relations initiatives
2. Police - # of problem solving projects
3. Police - # of crime prevention and education related programs

Employee measures

These measures would be related directly back to an employee's job and how it aligns with the goal going up the pyramid and would be ultimately a part of his/her performance review.

RESOLUTION
APPROVING THE CITY OF CHARLOTTESVILLE
STRATEGIC PLAN for 2014-2017

WHEREAS, the City of Charlottesville's City Council, department heads, and staff have been working to organize the City's strategic activities into one comprehensive three-year Strategic Plan; and

WHEREAS, City staff has conducted a careful and comprehensive analysis of the City's existing strategic documents, citizen input and feedback, and data; and

WHEREAS, the development of a vibrant and robust Strategic Plan is the natural progression of the *P3: Plan, Perform, Perfect* initiative that staff began in 2008; and

WHEREAS, City staff and City Council seeks to align the City's Strategic Plan goals with the City Council 2025 Vision Statement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Charlottesville, Virginia, that the City of Charlottesville Strategic Plan for 2014-2017 is hereby approved and adopted on this 2nd day of June, 2014.

**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	May 19, 2014
Action Required:	Public Hearing for Utility Rates- Adoption is June 2, 2014
Presenter:	Sharon O’Hare. Assistant Finance Director, City of Charlottesville
Staff Contacts:	Sharon O’Hare, Assistance Finance Director Teresa Kirkdoffer, Senior Accountant
Title:	Proposed Utility Rates for FY2015

Background:

The City of Charlottesville is required to adopt water, wastewater, and natural gas rates for the upcoming fiscal year. This is the public hearing for the rates to be adopted June 2nd, 2014.

Discussion:

The City is proposing the following rates in the water, wastewater, and gas utility: \$50.27/1,000 CF of water, \$61.26/1,000 CF of wastewater and \$100.58/8,000 Cf of natural gas.

The average single family household usage per month (460 cf water and wastewater, 5,344 cf of gas) will estimated to spend the following

	<u>Current Monthly Charge</u>	<u>Proposed</u>	<u>Increase</u>	<u>Percent</u>
Water	\$ 24.28	\$ 27.12	\$ 2.84	11.70 %
Wastewater	28.94	32.18	3.34	11.58 %
Gas	<u>72.86</u>	<u>72.84</u>	<u>(0.02)</u>	<u>(0.03)</u>
Total	\$ 109.02	\$ 109.00	\$ 6.16	4.89 %

Budgetary Impact:

No general fund budget impact. Utility funds must be self-sustaining to avoid their debt being applied against the City 8% debt service policy.

Recommendation:

Staff recommends approval of the proposed rates.

Alternatives:

Maintaining existing rates will results in over \$1,000,000 loss within the water fund and over \$1,250,000 loss within the wastewater fund. These utilities would not meet the working capital requirement in violation of our long term financial policies. Keeping FY2014 gas rates will result in a profit within the gas utility and overcharge our customers. If the utilities are not self-sustaining how debt issued for water and sewer utilities is calculated by rating agencies will be impacted negatively.

Attachments:

Proposed Utility Rate Report, At a Glance, Press Release dated May 6, 2014.

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

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

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

CHAPTER 31. UTILITIES

ARTICLE II. GAS

DIVISION 2. TYPES OF SERVICE; SERVICE CHARGES

Sec. 31-56. Rates - Generally.

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

Basic Monthly Service Charge	\$ 10.00	
First 3,000 cubic feet, per 1,000 cubic feet	\$ 10.6256	<u>12.0771</u>
Next 3,000 cubic feet, per 1,000 cubic feet	\$ 9.9981	<u>11.3525</u>
Next 144,000 cubic feet, per 1,000 cubic feet	\$ 8.9255	<u>10.1448</u>
All over 150,000 cubic feet, per 1,000 cubic feet	\$ 8.7130	<u>9.9032</u>

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

(a) Gas service at the following rate shall be available to customers who request such service in writing and who have installed and use air conditioning equipment operated by natural gas as the principal source of energy. The air conditioning rate will be available for bills rendered during the months of May through October of each year and shall be as follows:

- (1) Single-family residential. For the first four thousand (4,000) cubic feet of gas used per month, the charge shall be the sum as set forth under section 31-56, and for all gas used in excess of four thousand (4,000) cubic feet per month, the rate shall be ~~\$8.0455~~ \$9.2914 per one thousand (1,000) cubic feet.
- (2) Other. All gas used for summer air conditioning shall be separately billed at the rate of ~~\$8.0455~~ \$9.2914 per one thousand (1,000) cubic feet. All gas used during billing periods other than May through October of each year shall be at the rates set forth in section 31-56, 31-60 or 31-61 of this Code, as applicable.

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

...

Sec. 31-60. Interruptible sales service.

(a) *Conditions.* . . .

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

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

(d) *Rate.* For all gas consumed by interruptible customers the rate shall be ~~\$8.0380~~ \$9.2336 per one thousand (1,000) cubic feet for the first six hundred thousand (600,000) cubic feet, and ~~\$6.5065~~ \$7.7370 per one thousand (1,000) cubic feet for all volumes over six hundred thousand (600,000) cubic feet.

(e) *Annual Minimum Quantity.* Interruptible rate customers shall be obligated to take or pay for a minimum quantity of one million two hundred thousand (1,200,000) cubic feet of gas annually. Each year, as of June 30, the director of finance shall calculate the total consumption of each interruptible customer for the preceding twelve (12) monthly billing periods, and shall bill any customer that has consumed less than the minimum quantity for the deficient amount at the rate of ~~\$6.5065~~ \$7.7370 per one thousand (1,000) cubic feet. Any new customer shall be required to enter into a service agreement with the City prior to the start of service. If an interruptible customer terminates service the annual minimum requirement shall be prorated on the basis of one hundred thousand (100,000) cubic feet per month for each month the customer has received service since the last June 30 adjustment.

(f) *Contract required.* . . .

Section 31-61. Interruptible Transportation Service.

(a) *Generally.* ...

(b) *Rate.* The rate for transportation service shall be ~~\$3.8233~~ \$3.6762 per decatherm for a combined IS and TS customer and ~~\$3.04~~ \$3.03 per decatherm for a customer receiving only TS gas.

(c) *Basic Monthly Service Charge.* Each combined IS and TS customer shall pay a monthly service charge of \$150.00 per meter for the right to receive TS service plus the basic

monthly service charge of \$60.00 per meter for IS gas. TS only customers shall pay a monthly service charge of \$150 per meter.

- (d) . . .
- (e) . . .
- (f) . . .
- (g) . . .
- (h) . . .
- (i) . . .
- (j) . . .

Section 31-62. Purchased gas adjustment.

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

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

- a. Pipeline tariffs;
- b. Contract quantities; and
- c. Costs of natural gas, in effect or proposed March 1, ~~2013~~ 2014.

(2) Such base unit costs are ~~\$5.4479~~ \$6.7986 per one thousand (1,000) cubic feet for firm gas service and ~~\$3.9347~~ \$5.2989 per one thousand (1,000) cubic feet for interruptible gas service.

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

...

ARTICLE IV. WATER AND SEWER SERVICE CHARGES

...

Sec. 31-153. Water rates generally.

(a) Water rates shall be as follows:

	<u>May-September</u>	<u>October-April</u>
(1) Monthly service charge.	\$4.00	\$4.00
(2) Metered water consumption, per 1,000 cu. ft .	\$50.62 <u>58.03</u>	\$38.94 <u>44.64</u>

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

...

Sec. 31-156. Sewer service charges generally.

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

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

(2) An additional charge of ~~forty four dollars (\$44.00)~~ sixty one dollars and twenty six cents (\$61.26) per one thousand (1,000) cubic feet, of metered water consumption.

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

2. The foregoing amendments shall become effective July 1, 2014.

At A Glance

City of Charlottesville Utility Rate Report FY2015

The following material provides a brief summary of the rate and fee recommendations for water, wastewater, and natural gas for FY2015. All rates will go into effect July 1, 2014. For a thorough explanation and details of the recommendations please consult the complete Proposed Utility Rate Report FY2015.

The City is proposing the following changes in the water, wastewater, and gas utility. The rates are based on average single family household usage per month (460 cf of water and wastewater, 5,344 cf of gas):

	<u>Current Monthly Charge</u>	<u>Proposed</u>	<u>Increase</u>	<u>Percent</u>
Water	\$ 24.28	\$ 27.12	\$ 2.84	11.70 %
Wastewater	28.84	32.18	3.34	11.58
Gas	<u>72.86</u>	<u>72.84</u>	<u>(0.02)</u>	<u>(0.03)</u>
Total	\$ 125.98	\$ 132.14	\$ 6.16	4.89 %

WATER RATES

The proposed composite rate for FY2015 for 1,000 cubic feet of water is \$50.27.

Impact on the Customer

The customer impact from the rate increase will depend on how much water the customer consumes a month. The average single-family household uses 460 cf/month (3,441 gallons).

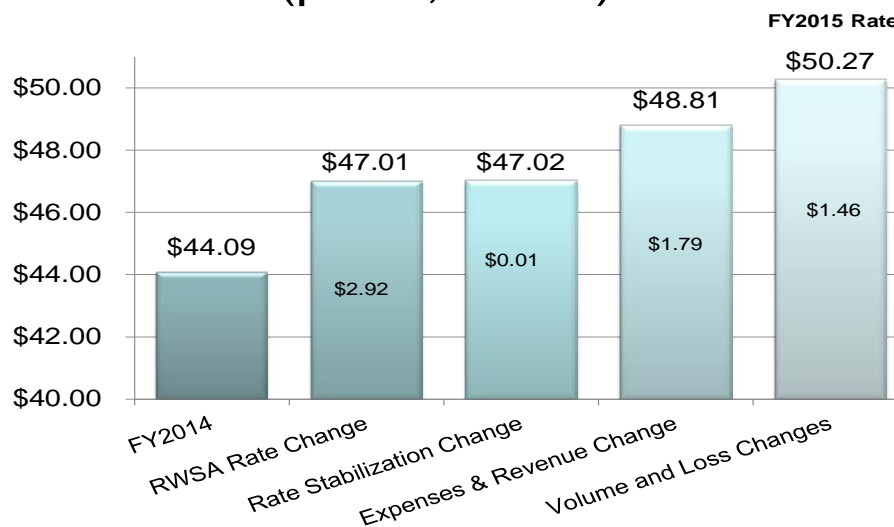
- **The monthly bill for the average single-family customer** will increase from \$24.28 to \$27.12, an increase of \$2.84 or 11.70%.
- The monthly bill for the customer who uses 1,000 cubic feet per month will increase from \$48.09 to \$54.27, an increase of \$6.18 or 12.85%.

Factors Influencing the Water Rate

The impact of each component on the final rate is depicted below.

- Increasing wholesale rate from RWSA by \$2.408 the City's rate by \$2.92.
- The \$2,000 reduction in the use of rate stabilization funds increases the rate by \$0.01.
- The increase in operating expenses primarily from debt service and operations and maintenance cause an increase in the rate of \$1.79.
- And finally, although the volume is changing so is the water loss figure. Water loss, the difference between what we sell to our customers and what we purchase from RWSA, is increasing. This means that water attributable to leaks or unmetered usage is rising. These factors resulted in an increase in rate of \$1.46 to \$50.27.

Impacts on Water Rate (per 1,000 cf)



City of Charlottesville Utility Rate Report FY2015

WASTEWATER RATES

The proposed rate for 1,000 cubic feet of wastewater FY2015 is \$61.26.

Impact on the Customer

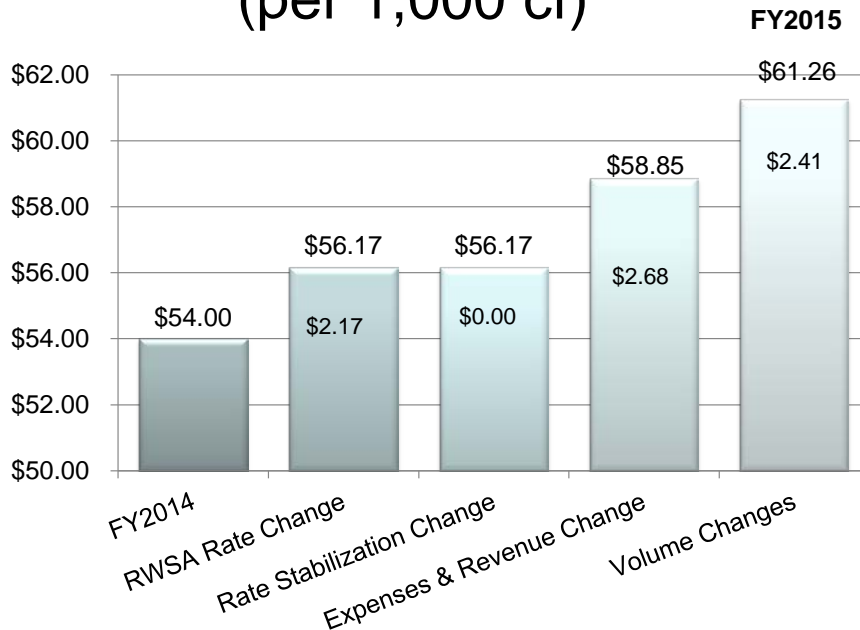
- **The average monthly wastewater bill for the single-family customer**, who uses 460 cubic feet of water, will rise from \$28.84 to \$32.18, an increase of \$3.34 or 11.58%.
- The monthly bill for the customer who uses 1,000 cubic feet per month will rise from \$58.00 to \$65.26, an increase of \$7.26 or 12.52%.

Factors Influencing the Wastewater Rate

The impact of each component on the final rate is depicted below.

- The increase in the treatment rate from RWSA, from \$26.876/cf to \$28.589/cf, increases the rate an additional \$2.17 to \$56.17/cf.
- The use of \$850,000 in rate stabilization funds, the same as that used last year, produces no change in the wastewater rate. Please note that using the \$850,000 does cause the rate to be \$6.08 lower than it would be without the rate stabilization funds.
- Changes in City expenses and revenue results in an increase of the rate of \$2.68 to \$58.85/cf.
- The reduction in treatment volume adds an addition \$2.41 for a final rate per cf of \$61.26.

Impacts on Wastewater Rate (per 1,000 cf)



City of Charlottesville Utility Rate Report FY2015

GAS RATES

Impact on Average Customer

Proposed firm rates for July 1, 2015 are (0.44%) lower for the typical firm customer using 8,000 cf than actual rates for March, 2014. Firm customers include all types of customers (residential, commercial and industrial) for whom gas supplies are guaranteed to be available all year long without interruption. The actual percent decrease is dependent upon usage.

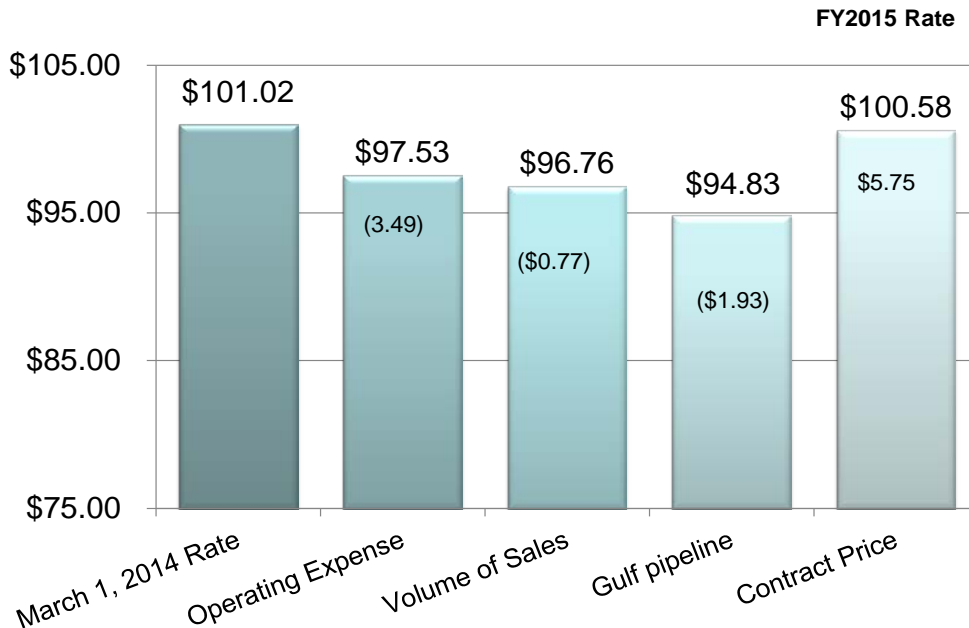
- The average single-family household who consumes 5,344 cubic feet of gas, the monthly bill will decrease from \$72.86 to \$72.84, a decrease of (0.03%).
- For a representative residential monthly consumption of 8,000 cf, the monthly bill will decrease from \$101.02 to \$100.58; a decrease of (0.44%).

Factors Influencing the Gas Rate

The proposed (0.44%) decrease to firm customers, from \$101.22 to \$100.58, is due to the following:

- The total non-gas operating budget decreased by \$503,531 from FY2014 to FY2015, or 3.45%, resulting in a \$3.49 decrease due to lower operating expenses.
- The interruptible sales volume increased in FY2015 by 22,803 dth causing a 0.76% decrease in the gas rate producing a \$0.77 decline.
- Gulf pipeline contract will not be renewed as of October 31, 2014, resulting in a savings of \$324,000 per year or a 1.91% decrease or a \$1.93 decrease.
- The total contract price increased by 5.68% resulting in a \$5.75 increase and a new rate of \$100.58.

Impacts on Gas Rate (per 8,000 cf)





**City of Charlottesville
Office of Communications**

City Hall
P.O. Box 911 – Charlottesville, VA 22902
Telephone (434) 970-3129
Facsimile (434) 970-3890
www.charlottesville.org

To: Local Media
Contact: Miriam Dickler (434) 970-3129

FOR IMMEDIATE RELEASE
May 5, 2014

City of Charlottesville Proposed Rate Changes for Water, Wastewater and Gas Customers

CHARLOTTESVILLE, VIRGINIA – The City of Charlottesville announced today that staff will present the FY 2015 Utility Rate Recommendations to City Council at their regular meeting on May 19, 2014 at 7pm in City Council Chambers.

For customers using water, wastewater and gas, the proposed monthly changes for the single family residential customer using 460 cubic feet or 3,441 gallons monthly for water and sewer and 5,344 cubic feet of gas will see a monthly increase of 4.89% from the current charge of \$125.98 per month to \$132.14 per month or a \$6.16 change from last year.

Water is proposed to increase by \$2.84 per month to \$27.12. Sewer will increase \$3.34 per month to \$32.18 and gas will decrease from \$72.86 by \$.02 to \$72.84 for the average size family residential user.

The rates charged to our customers are derived from wholesale charges from the Rivanna Water and Sewer Authority (RWSA), BP Gas, operating expense of the City utilities, and debt service cost.

The entire Utility Rate Report recommendation can be found on the City Website, www.charlottesville.org/ubo.

**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date: May 19, 2014

Action Required: Adoption of Resolution

Presenter: James E. Tolbert, AICP, Director of NDS

Staff Contacts: James E. Tolbert, AICP, Director of NDS

Title: **Addition of CATS Member to PLACE Design Task Force**

Background: The PLACE Design Task Force (PLACE) is a body of design professionals and representatives of boards involved in design decisions appointed by City Council. Current PLACE membership is as follows:

Landscape Architect	Rachel Lloyd
Landscape Architect	Beth Meyer
Architect	Fred Wolf
Architect	Richard Price
Arts Representative	Andrea Douglas
Citizen Representative	Claudette Grant
Landscape Architect	Mark Watson
City Councilor	Kathy Galvin
Planning Commissioner	Genevieve Keller
Representative of Bike/Ped Comm.	Scott Paisley
Representative of BAR	Tim Mohr
Representative of Tree Commission	Paul Josey

Discussion: There has been a request to add a member of the Charlottesville Area Transit System (CATS) Advisory Committee to PLACE. A Councilor asked that this be placed on the agenda.

Community Engagement: There has been no community engagement on this issue.

Alignment with City Council Vision and Priorities: Approval of this agenda item aligns directly with the following City Council Vision Statements:

- Be a Smart Citizen Focused Government

Budgetary Impact: None

Recommendation: If Council desires to add a CATS Advisory Committee member to PLACE then the attached resolution should be passed.

Alternatives: Council could choose not to pass the resolution.

Attachments: Resolution

RESOLUTION

BE IT RESOLVED by the City Council of the City of Charlottesville that a representative of the Charlottesville Area Transit Advisory Board be added to the PLACE Design Task Force membership.

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**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date: June 2, 2014

Action Required: Resolution

Presenter: Donovan Branche, City Traffic Engineer

Staff Contacts: Donovan Branche, City Traffic Engineer
David Ellis, Assistant City Manager

Title: **South St Parking Report**

Background: City staff received requests from residents of Midway Manor to provide changes to on-street parking on W South St to facilitate crossing that street midblock. City staff met with the residents twice to discuss the feasibility of providing a midblock crosswalk adjacent to the driveway of Midway Manor, once on September 24, 2013 and again on May 2, 2014. The May 2 meeting also included two members of City Council and the Assistant City Manager.

Discussion: The Virginia Department of Transportation provides Guidelines for the installation of marked crosswalks at uncontrolled locations.

GUIDELINES FOR MARKING CROSSWALKS AT UNCONTROLLED LOCATIONS
Basic Justification for Marking a Crosswalk

Crossings should be marked where *all* of the following are the case:

1. Sufficient demand exists to justify the installation of a crosswalk. Uncontrolled crossings should be identified as a candidate for marking if there is a demonstrated need for a marked crosswalk. Need can be demonstrated by either of the following:

- The crosswalk would serve 20 pedestrians per hour during the peak hour, 15 elderly and/or children per hour, or 60 pedestrians total for the highest consecutive 4-hour period; or

- The crossing is on a direct route to or from a pedestrian generator, such as a school (refer to section 7C.03 of the MUTCD), library, hospital, senior center shopping center, park, employment center, and transit center or service.

May 7, 2014: 1 pedestrian crossed the street between 8:30AM and 9:30AM;

May 14, 2014: 3 pedestrians crossed the street between 4PM and 5PM;

May 20, 2014: 1 person crossed the street during the hours of 12PM-2PM

The crossing is not on a direct route to any of the above listed generators. It is blocked by a private parking lot.

2. The location is 300 feet or more from another crossing location or a controlled crossing location.

(Ridge St is 275 feet from the middle of the entrance)

3. The location has sufficient sight distance (sight distance in feet should be greater than 10 times the speed limit) and/or sight distance will be improved prior to crosswalk marking.

(Sight distance with the parking is 165 feet and without parking is 225ft)

4. Safety considerations do not preclude a crosswalk.

(In some instances, a midblock crossing can work. This location is not ideal because of the curvature of the road and the hill).

It was suggested that the removal of six parking spaces just west of the entrance to Midway Manor may help to improve sight distance or at least make it a more comfortable crossing should residents choose to cross anyway. Temporary No Parking signs were installed at that location to pilot this restriction for two weeks.

The limiting factor on sight distance at this location is not only the vehicles parked on the street, but also the curve at the west end of W South St.

Removing the parking effectively increases the width of the street, which encourages drivers to drive at higher speeds, further increasing the required stopping sight distance. As of the last available traffic count at this location from September, 2012,

85% vehicle speeds on W South St are 25 mph, so 15% of vehicles are currently driving above that speed. Removing parking also encourages residents to cross at a location that is deemed unsafe per VDOT guidelines. However, residents feel safer.

Budgetary Impact: There is no cost associated with removing or leaving the six parking spaces.

Alignment with City Council's Vision and Priority Areas: This item aligns with Council's priority of a "Smart, Citizen-Focused Government". The investigation of the feasibility and safety was in response to citizen concern about access to and from the Downtown Mall.

Community Engagement: Two meetings were held between City staff and the residents of Midway Manor, one of which involved City Council and the City Manager's Office. Staff solicited comments during the two week trial period. Twenty-four comments were received and seventeen were in favor. All 17 were residents of Midway Manor. Among the comments that were in favor the following reasons were listed:

1. It is easier to see oncoming traffic when exiting the driveway in a vehicle.
2. Able to see oncoming traffic when trying to cross the street on foot.
3. Now can see better but the cars are going faster.

Of the 24 comments, 7 were opposed. Among the comments that were in opposition the following reasons were listed:

1. Can't afford to pay for parking and this is one of the few unrestricted spaces to use while working at the Downtown Mall.
2. Should not encourage residents to cross through a private lot.
3. Minimal unrestricted parking downtown.
4. There are crosswalks not far from the entrance in both directions that are better.
5. Cars will speed if the street is wider.
6. Elderly residents will take longer to cross making it even more dangerous for them to use this location as a crossing.

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**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date: June 2, 2014

Action Required: Approval of Ordinance (1st of 2 readings)

Presenter: S. Craig Brown, City Attorney

Staff Contacts: S. Craig Brown, City Attorney

Title: William Taylor Plaza Land Purchase and Sale Agreement Amendment
Extension of Closing Date

Background:

On October 8, 2008 City Council approved a Land Purchase and Sale Agreement with Cherry Avenue Investments, LLC for two vacant City-owned parcels of land identified as 521 and 529 Ridge Street. Combined, these two noncontiguous parcels are approximately 0.37 of an acre. Among other things, the Agreement acknowledges that the Purchaser would seek a rezoning of these two parcels along with five adjacent parcels already owned by the Purchaser to a mixed use planned unit development (“PUD”).

City Council approved the PUD rezoning in November 2009. The City staff report at that time described the 2.9 acre PUD as follows:

The proposed conceptual plan indicates seven structures which include housing along Ridge Street, commercial structures along Cherry Avenue, a plaza, underground parking with 142 spaces and 14 surface spaces, a storm water retention pond, an internal road connecting Ridge Street to Cherry Avenue and an arboretum which preserves existing trees and provides public access and trails. The applicant would like to have flexibility in the resident/commercial use configuration contained in the structures in order to be responsive to the changes of the market. Thus, the applicant is proposing to have a maximum of 50 residential units . . . and a maximum of 100,000 square foot mixed use development. The current design proposal is for 40 units and 40,000 square feet of commercial/office/retail space. . . The open space is made up of terraces, trees, bio-retention facilities, and an interior green space/arboretum open to the public. The arboretum will leave 22.5% of the PUD undeveloped in addition to other open spaces (trees, grass and pond) which according to the applicant make up a total of 48% of the site.

The Purchase and Sale Agreement provides for a purchase price of \$253,000, to be paid by Purchaser via a cash contribution to a Fifeville neighborhood affordable housing fund, another affordable housing fund designated by the City, or for improvements to Tonsler Park, in the discretion of City Council. The Agreement also states that closing on the transaction will take place within 60 days of the date set forth in the schedule in Exhibit A to the Agreement. Exhibit A does

not provide a specific date, but rather a schedule that contemplates closing 29 months after final concept design. Exhibit A also states that “the City Manager is hereby authorized and shall extend the Scheduled Closing Date for up to two (2) additional 6 month terms, to make reasonable accommodations for other unforeseen, but reasonable delays or changes in the Preclosing Schedule”.

In July 2010 Cherry Avenue Investments informed the City that due to the downturn in the economy an extension of the schedule would be necessary. The City’s response was that the City Manager was willing to approve a six month extension, and to consider a second six month extension near the end of the first extension. It was noted at that time that any additional extension beyond any approved by the City Manager would require the consent of City Council.

In February 2011 Cherry Avenue Investments proposed an amendment to the PUD and sales contract. As proposed, the project would include 42 affordable workforce housing units, 32 market rate units, and approximately 10,000 square feet of commercial or retail space. The 42 affordable units would be in lieu of the \$253,000 purchase price. The Purchaser also proposed that the Exhibit A schedule start over once the amendment was approved. The requested amendments were not approved by City Council.

Discussion:

Earlier this year Cherry Avenue Investments entered into negotiations with Community Housing Partners for the residential component of the project. While those negotiations appear to have ended, in February Cherry Avenue Investments expressed a willingness to close on the City property. The City’s position was that the time for closing had expired, and that any extension of the schedule would require City Council approval.

Section 19 of the Agreement provides as follows:

If the sale and purchase contemplated by this Agreement is not consummated because of Seller’s or Purchaser’s default, the non-defaulting party may elect to (i) Terminate this Agreement and be refunded or paid the Deposit made by Purchaser, with all accrued interest; (ii) Seek and obtain specific performance of this Agreement; or, (iii) Pursue all other rights or remedies available at law or in equity, including an action for damages.

The Purchaser has denied that they are in default for a number of reasons, including that the Agreement did not establish a date certain for the closing. To resolve this issue they have submitted a proposed amendment to the Agreement that would allow closing to take place by June 30, 2015.

Community Engagement:

There has not been any specific community outreach on this issue.

Budgetary Impact:

The sale would generate \$253,000 in revenue for the City, and the future development of the property would increase real property tax revenues.

Recommendation:

Staff recommends amending the Agreement to require closing within six (6) months of adoption of the amendment.

Alternatives:

City Council may reject the proposed amendment and take the position that Cherry Avenue Investments is in default, and terminate the Agreement. That course of action would require a rezoning of the seven Parcels involved, since without the contemplated unity of ownership they cannot be developed in accordance with the current PUD zoning.

Attachments:

Land Purchase and Sale Agreement
Proposed Amendment approving an additional six months to close
Proposed Ordinance

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LAND PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made this 28th day of October, 2008, between CITY OF CHARLOTTESVILLE, VIRGINIA, a municipal corporation, whose address is PO Box 911, Charlottesville, Virginia, 22902 (hereinafter the "Seller") and CHERRY AVENUE INVESTMENTS, LLC, a Virginia limited liability company, whose address is 170 South Pantops Drive, Charlottesville, Virginia, 22911 (hereinafter the "Purchaser").

NOW, THEREFORE, in consideration of the purchase price and the mutual promises contained herein, the parties agree as follows:

RECITALS

A. Seller is the owner in fee simple absolute of certain real property, together with all improvements thereon and all rights and appurtenances thereunto pertaining, located in the City of Charlottesville, Virginia, described as: 0.208 Acres, more or less, and, 0.157 Acres, more or less, commonly known as 521 and 529 Ridge Street, Charlottesville Virginia, 22902, and, by Charlottesville Tax Map Parcel Numbers 290145000 and 290149000, respectively, and 0.08 Acres, more or less, of adjoining Right of Way along Ridge Street (hereinafter the "Property"). The approximate boundary lines of the parcels that comprise the Property are shown on Exhibit B attached hereto and made a part hereof.

B. Purchaser desires to purchase and Seller desires to sell the Property in accordance with the terms and conditions of this Agreement.

C. These recitals are incorporated by this reference into this Agreement.

NOW, THEREFORE, in consideration of the purchase price and the mutual promises contained in this Agreement, the parties agree as follows:

1. SALE. Seller agrees to sell and Purchaser agrees to purchase the Property, together with all easements, rights, and appurtenances thereto, all buildings and improvements now located thereon.
2. PURCHASE OF EQUIPMENT, INVENTORY, AND OTHER PERSONAL PROPERTY. There is no personal property included with the sale of the Property.
3. PRICE. The purchase price (the Purchase Price) of the Property is \$253,000.00. The Purchase Price shall be adjusted at settlement to an exact purchase price of \$13.08 per square foot of the net acreage transferred from the Seller to the Purchaser. Any square footage dedicated from the Purchaser to the Seller shall be credited to calculate net square footage. The exact area shall be determined by a survey by a licensed surveyor. The Purchase Price will be paid by Purchaser via a cash contribution to a Fifeville neighborhood affordable housing fund, another affordable housing fund designated by the City, or for improvements to Tonsler Park, in the discretion of City Council. The Purchase Price shall be paid and settlement completed with 30 days of the approval of the final site plan or final plat approval, whichever occurs later.

Initials DN [Signature]

4. RIGHT OF ENTRY. Purchaser and Purchaser's authorized representatives may at any reasonable time and after giving reasonable notice to Seller, enter upon the Property for the purpose of making inspections, appraisals, surveys, including the cutting of survey lines and putting up markers and driving stubs and stakes, site analysis, engineering studies, core sampling for engineering reports, and locating existing rights of way, easements, and utilities. Purchaser will exercise this right of entry in such a way so as to not cause unreasonable damage to the Property. Purchaser agrees to indemnify, defend, and save harmless the Seller from all claims of liability for any personal injury or property damage or otherwise to any person or property caused by any action or omission of Purchaser or its agents before or after Closing.

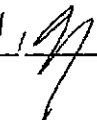
5. CONSENT FOR GOVERNMENTAL APPLICATIONS. Purchaser intends to incorporate the Property in a Planned Unit Development (PUD) along with the adjacent parcels owned by the Purchaser. Purchaser and Purchaser's authorized representatives may apply for all of the desired and necessary permits, applications and approvals required to rezone, site plan, and replat the Property, along with the adjoining Purchaser owned parcels. The proposed project is a mixed use development occupying the northwestern corner of Ridge Street and Cherry Avenue. The preliminary plan that will be submitted to the City for review and final approval will include commercial office and/or retail space and residential space. Seller authorizes Purchaser to proceed during the Contract period with the applicable permits, plans and governmental approvals commensurate with the Purchaser's development intent as set forth in Exhibit A. The Seller's authorization shall not be construed as a representation that it will grant or approve any particular application submitted by Purchaser, which is otherwise within the City's discretion to approve or deny.

6. CONDITIONS. The Purchaser's obligations are expressly conditioned upon the satisfaction of each of the following conditions and the Conditions set forth in Exhibit A in the sole determination of the Purchaser. If any one of the following conditions cannot be met within the time frames set forth herein and in Exhibit A, then the Purchaser may unilaterally terminate this Agreement and receive an immediate return of the Deposit:

- A. Receipt of a satisfactory Phase I Environmental Assessment and Report (Phase I Report) conducted and prepared by an environmental engineering and inspection company selected by Purchaser at Purchaser's expense and such other testing and reports as may be reasonably required by Purchaser or recommended in the Phase I Report;
- B. Receipt of a report satisfactory to Purchaser of the results of testing of any underground or aboveground storage tanks located on the Property;
- C. Financing by an institutional lender in an amount and on terms satisfactory to the Purchaser;
- D. Approval and notice from the appropriate governmental authorities of all necessary permits and licenses required to authorize the use, construction, and operation of the Property for Purchaser's intended use all according to the Purchaser's plans and specifications per Exhibit A. Seller agrees to execute all instruments and documents reasonably necessary to enable Purchaser to make applications and secure these authorizations;
- E. Receipt of a satisfactory title commitment with all unacceptable title exceptions, encumbrances, and conditions as deemed by Purchaser removed or cured at Seller's cost;
- F. Satisfaction by Seller of all of its obligations under this Agreement.

7. DEPOSIT. Purchaser will make a deposit (the Deposit) of \$5,000.00 to be held in an interest bearing account by Purchaser's attorney, Boyle, Bain, Reback & Slayton, in escrow until Closing and then applied toward the Purchase Price or returned to Purchaser, together with any and all interest earned thereon, if this Agreement is terminated in accordance with its provisions. If the Purchaser commits a breach of the Agreement and fails to cure such breach after being afforded notice from the Seller and a reasonable opportunity to cure, then the deposit with interest will be forfeited to the Seller.

Initials

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8. CONVEYANCE.

- A. Seller agrees to convey the Property to Purchaser by SPECIAL WARRANTY DEED, free and clear of all encumbrances, tenancies, and liens (for taxes or otherwise), except as may otherwise be provided in this Agreement, subject to applicable easements and restrictive covenants of record not adversely affecting the use of the Property for any purpose or rendering the title unmarketable.
- B. If a defect or non-permitted encumbrance is found that is of such character that it can be cured by legal action within a reasonable time not to exceed 90 days, Seller may, at Seller's discretion and at Seller's expense, promptly take action as is necessary to cure the defect. If the defect cannot be cured within this time or if Seller declines to cure the defect, Purchaser will have the option of terminating this Agreement or waiving the defect and proceeding to Closing.
- C. Possession of the Property will be given to Purchaser at Closing, except that Purchaser will have access to the Property for the purposes specified in this Contract.
- D. Seller agrees to pay the expenses of preparing the deed and agrees to deliver possession of the Property to Purchaser at settlement. Grantor is exempt from the grantor's recordation tax. Purchaser agrees to pay the expense of preparing a recordable plat to be attached to the deed. Purchaser will pay all other state and local taxes and fees charged in connection with recordation of the deed and Purchaser's financing documents, if any. If Purchaser's intended use changes the character or use of the property to require the payment of rollback taxes, Purchaser will be responsible for the payment of these taxes.

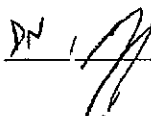
9. ENVIRONMENTAL INSPECTION AND RELATED MATTERS. Phase I Environmental Assessment: as a condition precedent to Purchaser's obligation to purchase, Purchaser, at Purchaser's expense, may have a Phase I Environmental Assessment of the Property performed by a qualified environmental consultant (the Consultant) selected by Purchaser and reasonably acceptable to Seller, conducted in accordance with standard commercial practice at the time of the assessment. A copy of the Phase I Environmental Assessment will be made available to Seller, together with copies of any supplemental reports or assessments. If the Consultant recommends soil, water, or structural remediation or further assessment activity after or as a result of performing a Phase I Environmental Assessment, Seller may, at Seller's discretion and at Seller's expense, to diligently perform all actions reasonably necessary to fulfill Consultant's recommendations, including the performance of a Phase II Environmental Assessment, the completion of which to Purchaser's satisfaction will be a condition precedent to Purchaser's obligations under this agreement. If the Environmental defect cannot be cured within a reasonable period of time not to exceed 120 days or if Seller declines to cure the Environmental defect, Purchaser will have the option of terminating this Agreement or waiving the defect and proceeding to Closing. . In the event Seller elects not to conduct the corrective action Purchaser may elect to perform or complete, as the case may be, the corrective action, in which case the parties will renegotiate the Purchase Price and other terms of this Agreement as necessary before Purchaser's performance of the corrective action or terminate this agreement and receive a refund of the deposit and reimbursement of its costs incurred in connection with this agreement.

In the event remediation of the Property is necessary and the remediation is not completed within 120 days from the date that the Seller receives notice of the defect, the Purchaser will have the right to void this Agreement upon notice to the Seller, in which event neither party will be under any further obligation to the other, with the exception that Seller shall return the Deposit to Purchaser.

10. REPRESENTATIONS AND WARRANTIES BY SELLER. Seller represents and warrants as of the date of this Agreement and as of the date of Closing that:

- A. Seller has the right, title, and authority to enter into this Agreement and to perform its obligations hereunder;

Initials

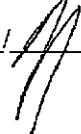
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- B. The entry and performance of this Agreement by Seller will not breach any other agreement with any other party or create a violation of any applicable law, rule, or regulation;
- C. Purchaser acknowledges that Seller makes no representations or warranties, whether express or implied, concerning the absence of any "hazardous substances" (as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601, *et seq.*, as amended) or hazardous wastes (as defined by the Resource Conservation Act, 15 U.S.C. 2601, *et seq.*, as amended). Purchaser further acknowledges that the Seller makes no guarantee, representation or warranty regarding the condition of the premises, and Seller expressly disclaims any and all obligation and liability to Purchaser regarding any physical or environmental defects which may exist with respect to the premises." D. To the best of Seller's and its officers' and directors' knowledge, no environmental liens, restrictions, notifications, or conditions regarding the release, treatment, storage, or disposal of Hazardous Substances or Petroleum Products have been claimed or threatened relating to the Property;
- E. At all times during its ownership of the Property, the Property has been used by Seller and other occupants, if any, only as vacant land adjoining the right of way;
- F. After diligent inquiry, Seller has no knowledge of any notice, claim, or assertion by anyone that there are any underground storage tanks on the Property.
- G. After diligent inquiry, Seller has no knowledge of any past or present administrative proceedings, past or present litigation, or any notices, claims, or assertions of a violation of any environmental, health, or safety law or regulation affecting the Property;
- H. There are no existing boundary, water or, drainage disputes of which the Seller has any knowledge, except as noted herein;
- I. There are no actions or proceedings threatened against the Seller for condemnation for all or any part of the Property;

11. REPRESENTATIONS AND WARRANTIES BY PURCHASER. Purchaser represents and warrants as of the date of this Agreement and as of the date of Closing that:

- A. The Purchaser will diligently pursue and work toward the approvals set forth in Exhibit A.
- B. The Purchaser's Planned Unit Development shall be in substantial conformity to the plans attached hereto as Exhibit B, subject to changes and revisions coincident with the land use planning, civil engineering, architecture, and, the regulatory approval process, which both Seller and Purchaser acknowledge will result in some plan modification.
- C. The Purchaser shall cause all buildings within the Planned Unit Development, whether or not on property subject to this Agreement, to be designed to achieve a minimum rating of "Certified" under the LEED Green Building Rating System in effect at the time the design is made. Prior to issuance of a building permit for any building within the PUD, the Purchaser shall provide to the Director of Neighborhood Services ("DNS") for the City of Charlottesville a certification from a LEED certified architect that such building, if constructed in accordance with the building plans, is designed to achieve a minimum "Certified" LEED rating. Before the Purchaser request a certificate of occupancy for any building for which a LEED certified architect rendered such a certificate, the Purchaser shall submit to the City's Director of NDS a written statement from the architect that the building was built to the plans on which his opinion was based.
- D. The Purchaser shall attempt to incorporate options for the City in the PUD for a designated City bus stop, which stop may be accepted and/or utilized by the City at the City's discretion.
- E. The Purchaser will incorporate public access to the "Arboretum" planned for the PUD, or such other passive recreational space as may be approved as part of the PUD, which may be limited as to hours and usage.

Initials

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- F. The Purchase shall complete a traffic study as part of the approval process as set forth in Exhibit A, to measure the impact of the PUD on existing road conditions. Seller and Purchaser may agree to expand the scope of the traffic study and agree to a cost sharing arrangement for any added costs
- G. All of the Purchaser's representations and warranties contained herein and relating to plan use and design are subject to the final planning and approval process. Deviations or modifications from these representations or warranties resulting from any regulatory limitations shall not be considered a default or breach under this Agreement, it being the understanding between the Parties that the Purchaser shall use its best efforts to incorporate items B through F above in the PUD. The terms of B through F above shall survive closing.

12. CONDEMNATION. In the event Seller or Purchaser becomes aware that the Property or any part of it is or will become the subject of a condemnation proceeding, whether for public or quasi-public use, the party will immediately give notice to the other party of the condemnation proceeding. Upon the giving or receipt of this notice, Purchaser will have the option, by giving written notice to Seller within 30 days following receipt of notice of a condemnation proceeding:

- A. To permit Seller to negotiate with the condemning authority and receive the condemnation award, in which event Purchaser will take title to the remaining Property in accordance with the terms and conditions of this Agreement, and the Purchase Price will be reduced by the amount received or receivable by Seller as compensation for that portion of the Property so taken;
- B. To take title in accordance with the terms and conditions of this Agreement and negotiate with the condemning authority for the condemnation award and receive its benefits; or
- C. To terminate this Agreement and receive a refund of the Deposit.

13. NOTICES. All notices to the parties hereto will be delivered by hand, via certified mail return receipt requested, or via facsimile and all be deemed effective upon delivery if by hand and upon confirmation of receipt if by other means, to the following address until the address is changed by notice in writing to the other party:

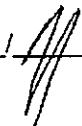
Purchaser: Cherry Avenue Investments
 170 South Pantops Drive
 Charlottesville, VA 22074
 Attention: Frank T. Ballif
 Facsimile: 434-245-0895

Seller: City of Charlottesville, Virginia
 PO Box 911
 Charlottesville, Virginia, 22902
 Attention: S. Craig Brown, Esquire
 Facsimile: 434-970-3022

14. CLOSING. Closing will be made at the offices of the Purchaser's Attorney: Boyle, Bain, Reback & Slayton, in Charlottesville, Virginia, within 60 days of the date of set forth in the Schedule in Exhibit A.

15. SURVIVAL. The provisions contained in this Agreement, including obligations and warranties and representations included in paragraphs 10 and 11, will be true as of the date of this Agreement and as of the date of Closing and will survive the Closing.

16. PRORATIONS. All taxes will be prorated as of the date of Closing.

Initials DN / 

17. RISK OF LOSS. All risk of loss or damage to the property by fire, windstorm, casualty, or other cause is assumed by Seller until Closing. Seller represents it will insure the Property, at Seller's cost, against these perils until Closing. In the event of substantial loss or damage to the Property before Closing, Purchaser will have the option of either: (a) terminating this Agreement and receiving a refund of its deposit; or, (b) affirming this Agreement, in which event Seller will assign to Purchaser all of Seller's rights under any policy or policies of insurance applicable to the Property.

18. AGENTS. Seller and Purchaser hereby acknowledge that neither Seller nor Purchaser are represented by a licensed real estate agent or broker in connection with this transaction. Neither Seller nor Purchaser will pay any commission in connection with this Contract. LICENSE DISCLOSURE: Frank T. Ballif is a Virginia licensed real estate broker and a principal for the Purchaser.

19. DEFAULT AND REMEDIES.

- A. If the sale and purchase contemplated by this Agreement is not consummated because of Seller's or Purchaser's default, the non-defaulting party may elect to: (i) Terminate this Agreement and be refunded or paid the Deposit made by Purchaser, with all accrued interest; (ii) Seek and obtain specific performance of this Agreement; or, (iii) Pursue all other rights or remedies available at law or in equity, including an action for damages.
- B. If either Seller or Purchaser defaults under this Agreement, the defaulting party will be liable for any expenses, including reasonable attorney fees, incurred by the non-defaulting party in connection with the enforcement of its rights under this Agreement.
- C. These remedies are cumulative and non-exclusive and may be pursued at the option of the non-defaulting party without a requirement of election of remedies.

20. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and will supersede the term and conditions of all prior written and oral agreements, if any, concerning the matters it covers. The parties acknowledge there are no oral agreements, understandings, representations, or warranties that supplement or explain the terms and conditions contained in this Agreement. This Agreement may not be modified except by an agreement in writing signed by the parties.

21. WAIVER. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof will not be deemed a waiver of the term, covenant, or condition, nor will any waiver or relinquishment of any right or power at any one time or more times be deemed a waiver or relinquishment of the right or power at any other time or times.

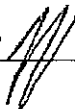
22. SEVERABILITY. This Agreement will be construed in its entirety and will not be divisible, except that the invalidity or unenforceability of any provision hereof will in no way affect the validity or enforceability of any other provision.

23. CAPTIONS. Captions are used in this Agreement for convenience only and will not be used to interpret this Agreement or any part of it.

24. GOVERNING LAW. This Agreement is to be construed in accordance with the laws of the Commonwealth of Virginia.

25. CHOICE OF FORUM/JURISDICTION. The parties hereby consent to the jurisdiction and venue of the courts of the Commonwealth of Virginia, specifically to the courts of the City of Charlottesville, Virginia,

Initials

DN / 

and to the jurisdiction and venue of the United States District Court in connection with any action, suit, or proceeding arising out of or relating to this Agreement and further waive and agree not to assert in any action, suit, or proceeding brought in the City of Charlottesville, Virginia, or the Federal District Court that the parties are not personally subject to the jurisdiction of these courts, that the action, suit, or proceeding is brought in an inconvenient forum or that venue is improper.

26. WAIVER OF TRIAL BY JURY. THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY RELATED AGREEMENTS OR INSTRUMENTS AND THE ENFORCEMENT THEREOF, INCLUDING ANY CLAIM OF INJURY OR DAMAGE TO ANY PARTY OR THE PROPERTY OF ANY PARTY.

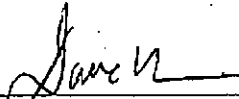
27. SUCCESSOR/ASSIGNMENT. This Agreement will be binding upon and the obligations and benefits hereof will accrue to the parties hereto, their heirs, personal representatives, successors, and assigns. This Agreement is fully assignable by Purchaser without Seller's consent to an entity wholly owned or controlled by Purchaser or to a third party only upon written consent of the Seller, which consent will not be unreasonably withheld. This Agreement is not assignable by Seller without Purchaser's consent. If this Agreement is assigned by Purchaser with Seller's consent, Purchaser will nevertheless remain fully liable for its performance.

28. SIGNATURES AND COUNTERPARTS. This Agreement may be executed in any number of counterparts, each will be considered an original, and together they will constitute one Agreement. Facsimile or e-mailed signatures will be considered original signatures for the purpose of execution and enforcement of the rights delineated in this Agreement.

29. CONSTRUCTION; ADVICE OF COUNSEL. The parties agree that each has consulted with an attorney who has actively participated in the drafting and negotiation of this Agreement and that the provisions of this Agreement will not be construed in favor of either party.

WITNESS the following duly authorized signatures:

SELLER: CITY OF CHARLOTTESVILLE, VIRGINIA

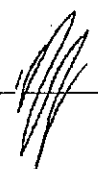
By: 
Name/Title: Dave Norris, Mayor

Witness: _____

PURCHASER: CHERRY AVENUE INVESTMENTS, LLC

By: 
Frank T. Ballif, Member and Manager

Witness: _____

Initials DN 

Approved as to form:

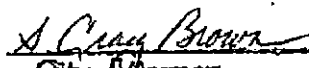
by 
City Attorney

EXHIBIT A:

Upon execution of this Contract, the Seller and Purchaser agree that the following project planning timeline shall commence and that the Purchaser shall diligently proceed with the necessary work, as set forth herein. It is understood between the parties that there are many variables in the land use planning process and that this schedule is an approximation that is dependant upon certain conditions outside Purchaser's control, including local and state governmental reviews, regulatory changes and approvals.

If the Purchaser is timely in submissions necessitated by the below schedule and the reviews take longer than set forth herein, then this Contract shall be automatically extended by the amount of time caused by that delay.

The Purchaser and Seller agree to use additional copies of Exhibit A as a status report and tracking sheet to document the actual progress of the project and the projected closing date. In addition, the City Manager is hereby authorized and shall extend the scheduled Closing Date for up to two (2) additional 6 month terms, to make reasonable accommodations for other unforeseen, but reasonable delays or changes in the Preclosing Schedule

Preclosing Schedule and Conditions to Closing

Planned Schedule	Description	Actual Schedule	Notes
+0 to +4 months	Final concept design		
+0 to +4 months	Traffic Study – measure the impact of the PUD on existing road conditions .		
+3 to +4 months	Neighborhood meetings		
+4 months	Submittal of PUD rezoning application		
+6 months	Submittal of BAR application		
+6 to +10 months	Fine tuning of PUD and BAR with Staff		
+10 months	Approval of PUD rezoning and BAR approval		
+10 to +13 months	Final engineering and site plan design		
+12 months	BAR approval		
+14 months	Final site plan submittal		
+14 to +20 months	Staff review of final site plan		
+20 months	PC approval of final site plan		
+21 months	Submittal of state permit applications		
+21 months	Submittal of final plat		
+22 to +25 months	Staff review of final plat		
+25 months	Approval of State permits		
+26 months	Staff approval of final plat		
+27 months	Building permit application		
+28 months	Building permit approval		
+29 months	Close on City Land		

Tracking Sheet Number _____

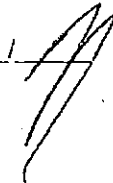
Projected Closing Date: _____

Dated: _____

Signed _____

Seller: _____

Purchaser: _____

Initials DN 

Approved as to form:

by *S. Craig Brown*
City Attorney

LAND PURCHASE AND SALE AGREEMENT - AMENDMENT #1

THIS AMENDMENT #1 is made this ___ day of June, 2014 to the LAND PURCHASE AND SALE AGREEMENT dated the 28th day of October, 2008, between CITY OF CHARLOTTESVILLE, VIRGINIA, a municipal corporation (hereinafter the "Seller") and CHERRY AVENUE INVESTMENTS, LLC, a Virginia limited liability company (hereinafter the "Purchaser").

WHEREAS, the Parties enter into a Land Purchase and Sale Agreement dated October 28, 2008 (hereinafter the "Agreement"), for the purchase and sale of real property described as: 0.208 Acres, more or less, and, 0.157 Acres, more or less, commonly known as 521 and 529 Ridge Street, Charlottesville Virginia, 22902, and, by Charlottesville Tax Map Parcel Numbers 290145000 and 290149000, respectively, and 0.08 Acres, more or less, of adjoining Right of Way along Ridge Street (hereinafter the "Property").

WHEREAS, the Parties to that Agreement mutually desire to amend certain provisions therein.

NOW, THEREFORE, in consideration of the purchase price and the mutual promises contained herein, the parties amend the Agreement as follows:

14. CLOSING. This Paragraph is Amended and Fully restated as follows: The Closing will be made at the offices of the Purchaser's Attorney: Boyle, Bain, Reback & Slayton, in Charlottesville, Virginia, on or about December 16, 2014.

All other provisions of the contract remain unchanged by the Amendment.

WITNESS the following duly authorized signatures:

SELLER: CITY OF CHARLOTTESVILLE, VIRGINIA

Witness: _____

By: _____
Name/Title: _____

PURCHASER: CHERRY AVENUE INVESTMENTS, LLC

Witness: _____

By: _____
Frank T. Ballif, Member and Manager

**AN ORDINANCE
AMENDING THE LAND PURCHASE AND SALE AGREEMENT
DATED OCTOBER 28, 2008, BETWEEN CHERRY AVENUE INVESTMENTS, LLC
AND THE CITY OF CHARLOTTESVILLE**

WHEREAS, on October 6, 2008, City Council approved the sale of certain parcels of City-owned land and right-of-way at the intersection of Cherry Avenue and Ridge Street to Cherry Avenue Investments, LLC (“Purchaser”) for a mixed use development project (William Taylor Plaza), and a Land Purchase and Sale Agreement dated October 28, 2008 was signed by both parties; and

WHEREAS, Cherry Avenue Investments, LLC wishes to amend the Land Purchase and Sale Agreement as shown on the attached “Land Purchase and Sale Agreement – Amendment #1” to extend the closing date on said real estate conveyance to December 16, 2014; now, therefore,

BE IT ORDAINED by the Council of the City of Charlottesville that the City hereby approves Amendment #1 to the Land Purchase and Sale Agreement dated October 28, 2008 between Cherry Avenue Investments, LLC and the City of Charlottesville, in substantially the same form as the attached. The City Manager is hereby authorized to execute said Amendment #1, which shall be in form approved by the City Attorney.