



CITY COUNCIL AGENDA
December 3, 2012

NO CLOSED SESSION

<u>TYPE OF ITEM</u>	<u>SUBJECT</u>
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CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

AWARDS/RECOGNITIONS ANNOUNCEMENTS	Walk Friendly Communities
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MATTERS BY THE PUBLIC	Public comment will be permitted for the first 12 speakers to 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.
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COUNCIL RESPONSES TO MATTERS BY THE PUBLIC

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| 1. CONSENT AGENDA* | (Items removed from the consent agenda will be considered at the end of the regular agenda.) |
| a. Minutes for November 19 | |
| b. APPROPRIATION: | FY2012 Year-End Appropriation (2nd of 2 readings) |
| c. APPROPRIATION: | 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) - \$28,386 (2nd of 2 readings) |
| d. APPROPRIATION: | Federal Realty Sponsorship Agreement – Police Patrols at Barracks Road Shopping Center - \$30,000 (2nd of 2 readings) |
| e. APPROPRIATION: | Charlottesville Area Transit Project – Landscape Performance Bond Release - \$13,621.86 (2nd of 2 readings) |
| f. APPROPRIATION: | Appropriation of FY 2013 Transit Grants \$30,153 (CIP), \$219,728 (Operating grants), and \$513,713 (JAUNT) (2nd of 2 readings) |
| g. APPROPRIATION: | Runaway Emergency Shelter Program Grant - \$212,444 (2nd of 2 readings) |
| h. APPROPRIATION: | 2013 Department of Motor Vehicles Virginia Highway Safety Grant - \$18,975 (2nd of 2 readings) |
| i. APPROPRIATION: | Reimbursement to City for COMCAST Celebrate 250! Donation - \$5,000 (2nd of 2 readings) |
| j. APPROPRIATION: | Albemarle County Reimbursement for the Gordon Avenue Library Masonry Project - \$3,452.25 (1 st of 2 readings) |
| k. APPROPRIATION: | Albemarle County Reimbursement for the Central Library Elevator Replacement Project \$8,906 (1 st of 2 readings) |
| l. APPROPRIATION: | Aid to Localities Fire Disbursement Fund - \$116,218 (1 st of 2 readings) |
| m. APPROPRIATION / | Appropriation of Funds for the Human Services Planner - \$63,766 (1 st of 2 readings) and |
| RESOLUTION: | Resolution to Dissolve the Commission on Children and Families (1st of 1 reading) |
| n. RESOLUTION: | Dominion Power Easement Across Darden Towe Park (1st of 1 reading) |
| o. ORDINANCE: | Abandonment of Gas Easement near Dunlora Subdivision (2nd of 2 readings) |
| p. ORDINANCE: | Ivy Creek Natural Area Tenant House Lease Agreement (2nd of 2 readings) |
| q. ORDINANCE: | Zoning Text Amendment – Medical Labs (1 st of 2 readings) |
| r. ORDINANCE: | Zoning Text Amendment Request for BAR housekeeping code changes (1 st of 2 readings) |
| 2. PUBLIC HEARING/
REPORT | Noise Ordinance Update |
| 3. PUBLIC HEARING/
RESOLUTION* | The Plaza on Main Street Special Use Permit (SUP) for Increased Density & Height (1st of 1 reading) |

**4. PUBLIC HEARING/
ORDINANCE***

Abandon Gas Easement on Whitewood Road (1st of 2 readings)

5. REPORT

Fiscal Year 2014 Budget Guidelines and Long Term (FY 2014-2018)
Financial Forecast

6. REPORT

TJPED Update

7. REPORT

Strategic Action Team Interim Update

8. REPORT

909 East Market Street

RESOLUTION*

Approval of Purchase Agreement (1st of 1 reading)

APPROPRIATION*

Appropriation of Funds for Purchase (1st of 2 readings)

**OTHER BUSINESS
MATTERS BY THE PUBLIC**

*ACTION NEEDED

FY 2012 Year End Appropriation

BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the actions hereinafter set forth are herein authorized with respect to the accounts of the City listed herein, for the fiscal year ended June 30, 2012. The memo to Council dated November 19, 2012 is hereby made part of this appropriation.

I. General Fund (105)

(a) Departmental Appropriations

The following amounts shall be permitted to be carried over and expended in the General Fund's respective cost centers or internal orders in the following fiscal year:

1611001000	City Manager – Communications	\$ 26,500
2213001000	Employee Compensation and Benefits	\$ 200,000
3651007000	Parks and Recreation	\$ 118,143
1101001000	Circuit Court	\$ 32,654
1601004000	Dialogue on Race	\$ 92,101
2000063	Fire Department– Hazmat	\$ 40,000
2000105	Workforce Development	\$ 51,203
2000093	Celebrate 250!	\$ 50,000
2461001000	Public Works – Refuse	\$ 7,500
2471001000	Public Works – Traffic	\$ 22,768
1701001000	City Attorney	\$ 20,000
3101001000	Police Department- Downtown Ambassadors	\$ 80,000
Total Section 1 (a)		<u>\$ 740,869</u>

(b) Additional Transfers and Appropriations

9803030000	Transfer to Community Attention	\$ 10,000
9803030000	Transfer to Social Services Fund	\$ 14,500
9803030000	Transfer to Equipment Replacement Fund	\$ 39,000
9803030000	Transfer to Capital Projects Fund	\$ 3,070,703
Total Section 1 (b)		<u>\$ 3,134,203</u>

II. Capital Projects Fund (425 and 426)

- The sum of \$80,000 shall be transferred from the Strategic Investment account (425-P-00167) and appropriated to the Police Department account (2000114) in the General Fund and be used to fund the Downtown Ambassador program.
- The sum of \$7,410 collected in miscellaneous fees shall be appropriated in the Strategic Investment account (425-P-00167).

III. Facilities Repair Fund (107)

- The sum of \$228,299 shall be carried over and reserved in the Facilities Repair Fund, for the purpose of funding future court repairs or record conversion (P-00099).
- The sum of \$15,846 shall be carried over for the purpose of funding future facilities repairs and maintenance (FR-050).

IV. Utility Funds – Gas (631)

The following unexpended balances in the Utility Funds at June 30, 2012 shall be permitted to be carried over and expended in the current fiscal year for various projects.

<u>Gas Fund</u>	
2701001000	Gas Operations - \$78,562
2091001000	Utility Billing - \$16,444

V. Grants Fund (209)

The sum of \$17,127 shall be appropriated for the following grant programs in fund 209:

190010 State Fire Grant	\$17,127
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VI. Social Services Fund (212)

The Social Services fund shall receive \$18,517 as the local share of expenditures for the Second Chance Grant and \$14,500 to purchase cubicles for the reception area and to purchase furniture and supplies for the newly renovated playroom in additional funding from the General Fund.

VII. Community Attention (213)

The sum of \$27,500 represents unspent grant funds received from non-city sources and shall be carried over and expended in the Community Attention fund to offset expenditures from FY12 programs still operating in FY13. Additionally, the sum of \$10,000 will be transferred from the General Fund and is hereby appropriated to fund a human services Community Needs Assessment study.

VIII. Charlottesville Albemarle Convention and Visitors Bureau (CACVB) - \$300,000 (986)

The sum of \$300,000 is hereby appropriated from the fund balance in the CACVB fund to be used for operational expenses in FY13.

APPROPRIATION

**2012 Edward Byrne Memorial Justice Assistance Grant (JAG)
Grant # 2012-DJ-BX-0574
\$28,386**

WHEREAS, the City of Charlottesville, through the Police Department, has received the U.S. Department of Justice, Office of Justice Programs' Bureau of Justice Assistance 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$28,386 to be used for approved law enforcement equipment.

WHEREAS, the grant award covers the period from period October 1, 2011 through September 30, 2015

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$28,386, received from the U.S. Department of Justice, Office of Justice Programs' Bureau of Justice Assistance, is hereby appropriated in the following manner:

Revenue

\$ 28,386 Fund: 211 I/O: 1900188 G/L: 431110 Federal Grants

Expenditure

\$ 28,386 Fund: 211 IO: 1900188 G/L: 520990 Other Supplies

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$28,386 from the U.S. Department of Justice, Office of Justice Programs' Bureau of Justice Assistance.

APPROPRIATION
Federal Realty Sponsorship Agreement
Police Patrols at Barracks Road Shopping Center
\$30,000

WHEREAS, the City of Charlottesville has received a donation from Federal Realty to fund enhanced police coverage for the area of Barracks Road Shopping Center, including salary, equipment, technology and related administrative expenses associated with provisions of such enhanced coverage.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$30,000, to be received as a donation from Federal Realty is hereby appropriated in the following manner:

Revenues - \$30,000

Fund: 105 Cost Center: 3101001000 G/L Account: 451999

Expenditures - \$30,000

Fund: 105 Cost Center: 3101001000 G/L Account: 599999

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$30,000 from Federal Realty.

APPROPRIATION
Albemarle County Reimbursement for the Charlottesville Area Transit Landscape
Performance Bond
\$13,621.86

WHEREAS, Albemarle County has submitted payment to the City of Charlottesville in the amount of \$13,621.86.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that \$13,621.86 from Albemarle County is hereby appropriated in the following manner:

Revenues - \$13,621.86

Fund: 426 Funded Program: P-00211 G/L Account: 432030

Expenditures - \$13,621.86

Fund: 426 Funded Program: P-00211 G/L Account: 599999

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$13,621.86 from Albemarle County.

APPROPRIATION
FY 2013 Transit Grants

\$30,153 (CIP), \$219,728 (Operating grants), and \$513,713 (JAUNT)

WHEREAS, Federal Capital Grant funds of \$1,285,497 and State Capital Grant funds of \$430,720 have been awarded to the City of Charlottesville, and this amount is \$58,678 less than the amount required to include the purchase of replacement buses in the Transit Division program of projects; and

WHEREAS, Federal Operating Grant Funds of \$1,522,917 and State Operating Grant Funds of \$1,122,092 have been awarded to the City of Charlottesville, and the combined amounts are \$219,768 greater than previously budgeted; and

WHEREAS, Federal Grant Funds have been awarded to JAUNT in the amount of \$513,713 and these funds must pass through the City of Charlottesville; and

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

Revenue (Capital)

\$346,201	Fund: 245	Cost Center: 2804001000	G/L: 430110 St Grant
(\$404,879)	Fund: 245	Cost Center: 2804001000	G/L: 431110 Fed Grant
\$ 30,153	Fund: 245	Cost Center: 2804001000	G/L: 498010 Local Match

Revenue (Operating)

\$218,256	Fund: 245	Cost Center: 2801001000	G/L: 430080 St Assist.
\$ 1,512	Fund: 245	Cost Center: 2801001000	G/L: 431010 Fed Assist.

Expenditures (Operating)

\$219,768	Fund: 245	Cost Center: 2801001000	G/L: 599999 Lump Sum
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Revenue (JAUNT)

\$513,713	Fund: 245	Cost Center: 2821002000	G/L: 431010 Fed Assist.
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Expenditures (JAUNT)

\$513,713	Fund: 245	Cost Center: 2821002000	G/L: 540365 JAUNT Pymt
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Transfer From

\$30,153	Fund: 425	WBS: CP-080	G/L: 561425
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BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$1,552,812 from the Virginia Department of Rail and Public Transportation and \$3,681,817 from the Federal Transportation Authority.

APPROPRIATION
Runaway Emergency Shelter Program
\$212,444

WHEREAS, the City of Charlottesville has been awarded \$200,000 from the Department of Health and Human Services Administration for Children and Families with \$12,444 in matching funds of transferred from Community Attention; and

WHEREAS, the funds will be used to operate the Runaway Emergency Shelter Program through a partnership between Community Attention and Children, Youth and Family Services. The grant award covers the period from September 30, 2012 through September 29, 2013.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$212,444 is hereby appropriated in the following manner:

Revenue – \$222,222

\$200,000	Fund: 211	Internal Order: 1900191	G/L Account: 431110
\$ 12,444	Fund: 211	Internal Order: 1900191	G/L Account: 498010

Expenditures - \$222,222

\$ 98,172	Fund: 211	Internal Order: 1900191	G/L Account: 519999
\$114,272	Fund: 211	Internal Order: 1900191	G/L Account: 599999

Transfer - \$12,444

\$12,444	Fund: 213	Cost Center: 3413001000	G/L Account: 561211
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BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$200,000 from the Department of Health and Human Services Administration for Children and Families.

APPROPRIATION
2013 Department of Motor Vehicles Virginia Highway Safety Grant

\$18,975

WHEREAS, the City of Charlottesville, through the Police Department, has received a Virginia Highway Safety Grant award from the Commonwealth of Virginia Department of Motor Vehicles in the amount of \$12,650, to be used for overtime, equipment, and training related to highway safety, and;

WHEREAS, the City of Charlottesville, through the Police Department, will utilize highway safety related expenditures as an in-kind match in the amount of \$6,325.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$18,975 is hereby appropriated in the following manner:

Transfer Local Match of \$6,325 From:

Fund: 105 CC: 3101001000 G/L: 519999

Revenue

\$12,650	Fund: 209	IO: 1900190	G/L: 430120 State (Federal Pass-thru)
\$ 6,325	Fund: 209	IO: 1900190	G/L: 498010 Transfer from Other Funds

Expenditure

\$ 5,875	Fund: 209	IO: 1900190	G/L: 510010 Full Time Salaries
\$ 8,700	Fund: 209	IO: 1900190	G/L: 510060 Overtime
\$ 450	Fund: 209	IO: 1900190	G/L: 511010 Social Security – FICA
\$ 3,450	Fund: 209	IO: 1900190	G/L: 520900 Machine/Equip/Furn.
\$ 500	Fund: 209	IO: 1900190	G/L: 530210 Training

BE IT FURTHER RESOLVED that this appropriation is conditioned upon the receipt of \$12,650 from the Commonwealth of Virginia Department of Motor Vehicles (2013 Virginia Safety Grant).

APPROPRIATION

**Reimbursement to City for COMCAST Celebrate 250! Donation
\$5,000**

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$5,000, is hereby appropriated in the following manner:

Revenue – \$5,000

Fund: 105

Cost Center: 1631001000

G/L Account: 451999

Expenditures - \$5,000

Fund: 105

Cost Center: 1631001000

G/L Account: 530670

RESOLUTION
DISSOLVING THE COMMISSION ON CHILDREN AND FAMILIES (CCF)

WHEREAS, the County of Albemarle and City of Charlottesville jointly created the Commission on Children and Families (CCF) in 1997 for the purpose of improving services to children, youth and families in the community and meeting the requirements of the Comprehensive Services Act for at Risk Youth and Families pursuant to Virginia Code Section 2.2-5200; and

WHEREAS, The City and County subsequently amended the CCF agreement in 2010, removing the statutory duties set forth under Virginia Code Section 2.2-5200 et seq. and returning them to their respective jurisdictions; and

WHEREAS, the County of Albemarle, through approval of its FY2013-17 Five Year Financial Plan on December 14, 2011, indicated that it will no longer financially support CCF as of July 1, 2013; and

WHEREAS, the City thanks for Commission for the achievements made in many noteworthy planning efforts during the past fifteen years and because of such work other agencies are now successfully undertaking those programing efforts; and

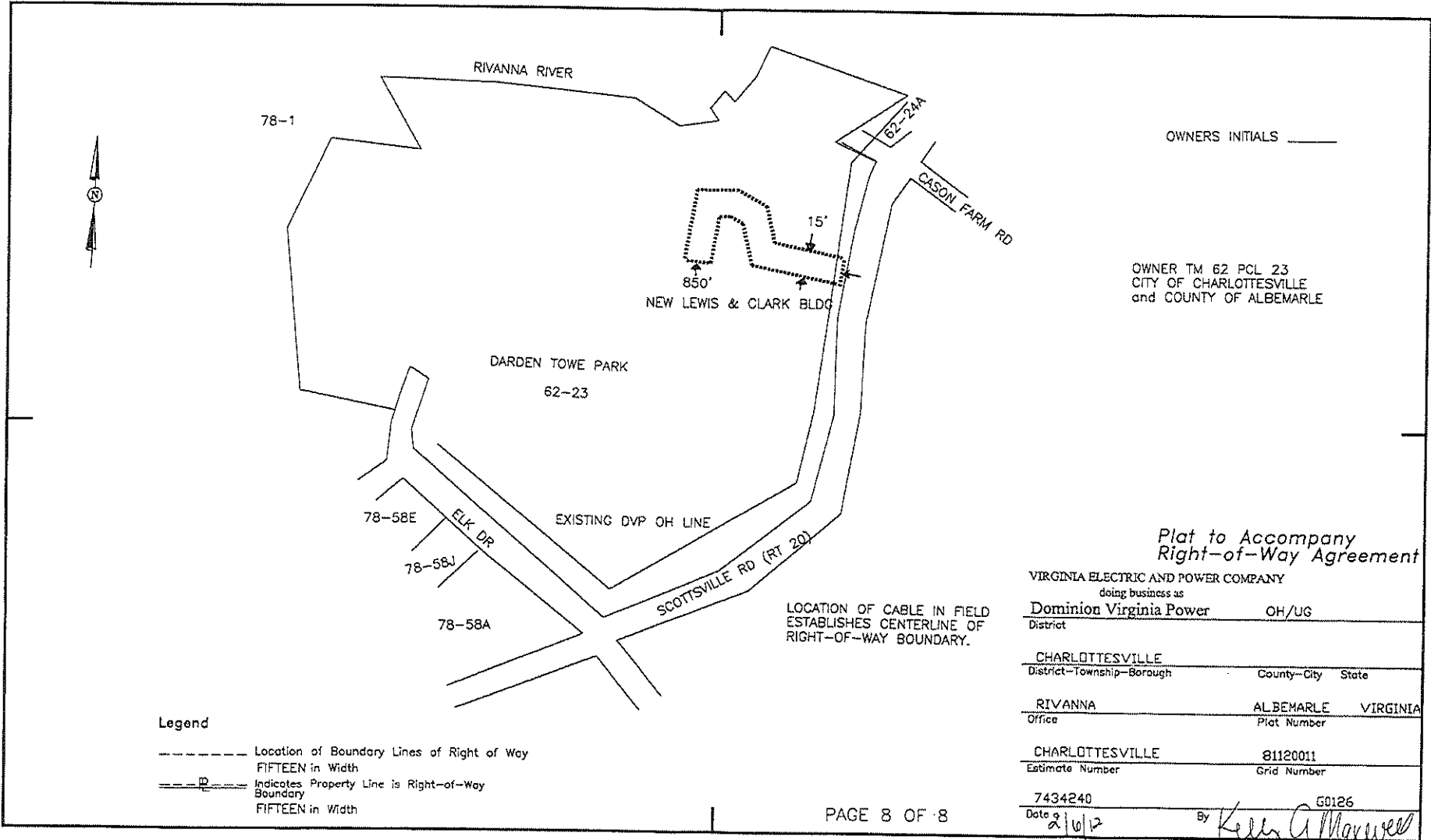
WHEREAS, City and County staff recommend that the Commission be dissolved and cease operations effective December 31, 2012 and that the current employee of CCF be transitioned to the City's Department of Humans Services to aid in the delivery of services specifically addressing identified social issues within the City of Charlottesville; and

WHEREAS, as fiscal agent for the CCF, Albemarle County, has control over the unexpended funds contributed by the City in support of CCF which it shall return to the City of Charlottesville;

NOW THEREFORE, the City Council of Charlottesville hereby joins with the County of Albemarle in dissolving the Commission on Children and Families, contingent on like action being taken by the County of Albemarle Board of Supervisors and payment by Albemarle County to the City of Charlottesville of the funds owed the City in the CCF account.

RESOLUTION
AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY
AGREEMENT WITH DOMONION VIRGINIA POWER FOR THE
INSTALLATION OF ELECTRICAL LINES AT
DARDEN TOWE PARK FOR THE LEWIS & CLARK EXPLORATORY CENTER

BE IT RESOLVED by the Council for the City of Charlottesville, Virginia that the City Manager is hereby authorized to execute on behalf of the City the attached Right-of-Way Agreement with Dominion Virginia Power, in form approved by the City Attorney, for the installation of electrical lines at Darden Towe Park to serve the Lewis and Clark Exploratory Center.



OWNERS INITIALS _____

OWNER TM 62 PCL 23
CITY OF CHARLOTTESVILLE
and COUNTY OF ALBEMARLE

*Plat to Accompany
Right-of-Way Agreement*

VIRGINIA ELECTRIC AND POWER COMPANY doing business as		
Dominion Virginia Power	OH/UG	
District		
CHARLOTTESVILLE		
District-Township-Borough	County-City	State
RIVANNA	ALBEMARLE	VIRGINIA
Office Plot Number		
CHARLOTTESVILLE		
Estimate Number	81120011	
Grid Number		
7434240	50126	
Date 2/10/12	By Kelly A. Maxwell	

Legend
 - - - - - Location of Boundary Lines of Right of Way
 FIFTEEN in Width
 - - - - - Indicates Property Line is Right-of-Way
 Boundary
 FIFTEEN in Width

**AN ORDINANCE
AUTHORIZING THE ABANDONMENT OF
A PORTION OF A NATURAL GAS EASEMENT GRANTED TO THE CITY BY
DUNLORA CMDC BRYANT LIMITED PARTNERSHIP**

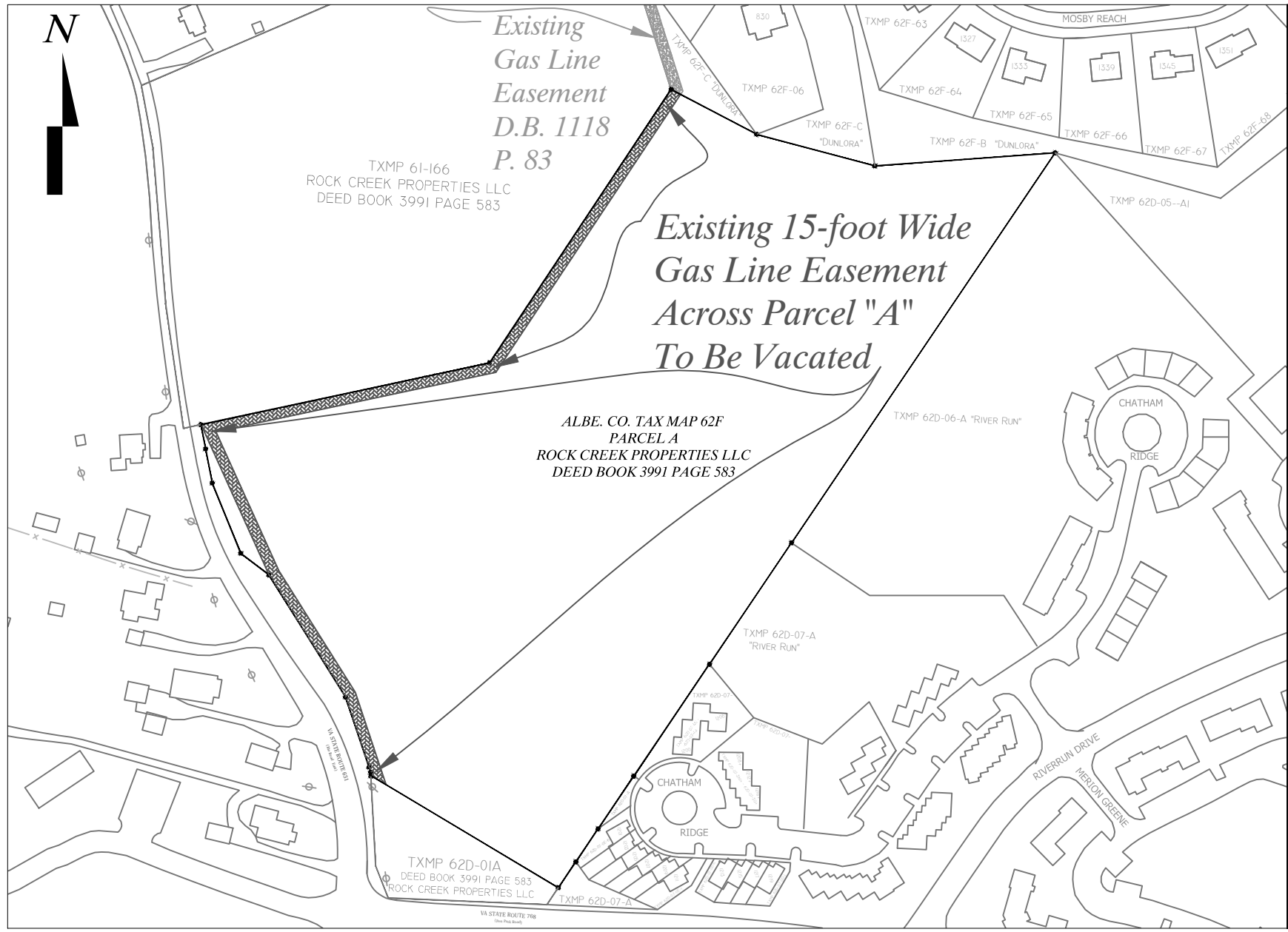
WHEREAS, Rock Creek Properties, LLC is the current owner of property located off East Rio Road (Dunlora Forest Subdivision) in the County of Albemarle; and

WHEREAS, Rock Creek Properties, LLC has requested abandonment of a portion of the permanent natural gas easement granted to the City by deed dated August 29, 1990, of record in the Albemarle County Circuit Court Clerk's Office in Deed Book 1118, page 83, which crosses the above-referenced property; and

WHEREAS, the Director of Public Utilities has reviewed the request and determined that the City no longer has a need for the above-described easement; and

WHEREAS, in accordance with Virginia Code Sec. 15.2-1800(B), a public hearing was held to give the public an opportunity to comment on the abandonment of this easement; now, therefore,

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia that the Mayor is hereby authorized to execute a Deed of Abandonment of Easement, in form approved by the City Attorney, to abandon the above-described natural gas easement.



**CITY OF CHARLOTTESVILLE
PUBLIC UTILITIES: GAS
PLAT SHOWING
A Gas Line Easement Across
Albe. Co. Tax Map Parcel: 62F-A
Being a portion of an easement
Recorded at
DEED BOOK 1118 PAGE 83
TO BE VACATED
AT THE REQUEST OF
ROCK CREEK PROPERTIES LLC
DEED BOOK 3991 PAGE 583
DATE: OCTOBER 10, 2012
SCALE: 1" = 200'**

**AN ORDINANCE
APPROVING A LEASE AGREEMENT FOR
THE IVY CREEK NATURAL AREA TENANT HOUSE**

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia, after a public hearing held in accordance with Virginia Code Sec. 15.2-1800(B), that the City Manager is hereby authorized to execute on behalf of the City the following document, in form approved by the City Attorney:

Lease Agreement between the City of Charlottesville and Albemarle County (Landlord) and Ashley Crosby and Katharine Cleveland (Tenant) for the lease of property known as the Ivy Creek Natural Area Tenant House.

RESIDENTIAL LEASE AGREEMENT
IVY CREEK NATURAL AREA

THIS LEASE AGREEMENT is made as of this 1st day of December, 2012; by and between County of Albemarle & City of Charlottesville (hereafter collectively, the "Landlord"), whose address is 401 McIntire Road, Charlottesville, Virginia 22902 (hereafter, the "County"); PO Box 911, Charlottesville, Virginia 22902 (hereafter, the "City") and Ashley Crosby and Katharine Cleveland (hereafter, the "Tenant").

1. REAL PROPERTY AND TERM OF OCCUPANCY. In consideration of the promises and covenants herein, Landlord hereby leases to Tenant that property located in the County of Albemarle, Virginia, and known as Ivy Creek Natural Area Park Tenant House together with the fixtures and personal property listed below, (the Premises) for the term of 1 (one) year(s) commencing at noon on December 15, 2012. Thereafter, unless otherwise terminated by either party, as provided herein, this Lease shall renew automatically for four (4) additional one-year terms.
2. PERSONAL PROPERTY. The following personal property is included in the Premises subject to this lease: Range oven, woodstove, and refrigerator.
3. USE OF PREMISES. The Premises will be used by Tenant as a private dwelling and for no other purpose. The Premises will be occupied by no persons other than persons who have signed this Lease as Tenant and such person's children under the age of 18.
4. RENT.
 - a. Tenant agrees to pay as rent the total sum of \$1,800.00 per year, due and payable in advance in monthly installments of \$150.00, except as follows: If the lease term begins on a day other than the first day of a calendar month, the first month's rent shall be \$75.00. If the lease term ends on a day other than the last day of a calendar month, the last month's rent shall be \$75.00. The first month's rent payment is due on December 15, 2012. The monthly installment of rent due for each month thereafter shall be due on the first day of each month. Rent shall be paid to County of Albemarle (landlord/agent) at Albemarle County Parks & Recreation, 401 McIntire Road, Charlottesville, Virginia 22902 (address) or at other such place as Landlord or Agent may from time to time designate in writing. If a monthly installment of rent is not received before the 6th day of the month, Tenant agrees to pay as additional rent a charge of late fee of \$10.00 for each month that the monthly installment of rent is not received by the 6th day of such month. The purpose of this late fee is to compensate Landlord for the expenses of processing such delinquent account. Rent payments will be applied first to all past due balances of rent and other charges owing under this Lease. The remaining portion if any of such rent payments will be applied to current rent. If there are two or more tenants, Landlord shall have the option of requiring that only one check, cashier's check or money order will be accepted for each monthly installment for rent.
 - b. As additional rent, the Tenant shall perform the following duties as long as either of them resides on the Property. The following duties may be modified as duties may be added or deleted by mutual written agreement between the County and City and the Tenant.

Failure to perform the following duties on the part of the Tenant shall constitute a material breach by the Tenant under the Lease Agreement and shall entitle the Landlord to terminate this Lease or exercise any other remedy under this lease or available law. The Tenant shall:

- i. Assure the park entrance gate is opened and closed per posted times and at special requests;
 - ii. Assist the public with information as needed;
 - iii. Clean and stock restrooms and clean up and remove trash in parking lot and open areas;
 - iv. In absence of park personnel, perform emergency repair or maintenance of park facilities and grounds, to the extent possible, and contact park personnel
 - v. Mow and trim grass in park and on grass trails and around tenant house as outlined by Park Superintendent;
- c. The County and City reserve the right to agree to certain modifications pertaining to the foregoing tenant responsibilities during the term of the lease agreement. It is the intent of the County and City to delegate this responsibility to the Albemarle County Parks and Recreation Department, and its Director.
- d. The County and City further agree that, in the event tenant performs additional duties at the specific request of the County and City in connection with the property, or for any other reason in the sole discretion of the County and City, then an adjustment in the payment of rent under this lease agreement may be made, provided that any such modifications shall be effective only if in writing between the County, City and the tenant. It is the intent of the County and City to delegate this responsibility to the Albemarle County Parks and Recreation Department, and its Director.
5. **BAD CHECKS.** Tenant agrees to pay as additional rent a charge of \$15.00 for each check returned for insufficient funds. This charge will be in addition to any late fee, which may be due. If any of Tenant's checks are returned to Landlord or Agent for insufficient funds, Landlord will have the option of requiring that further payments must be paid by cash, cashier's check, certified check, or money order.
6. **SECURITY DEPOSIT.** Tenant agrees to pay the sum of \$150.00 as a security deposit. This sum will be due when this Lease is signed by Tenant. Prior to the termination or expiration of this Lease, if Landlord makes any deductions from the security deposit for charges arising under this Lease or by law, Tenant agrees to pay Landlord such sums as may be necessary to offset such deductions to replenish and maintain the security deposit in the amount set forth above. The security deposit will be held by Landlord to secure Tenant's full compliance with the terms of this Lease. Within 30 days after the termination of this Lease, Landlord may apply the security deposit and any interest required by law to the payment of any damages Landlord has suffered due to Tenant's failure to maintain the Premises, to surrender possession of the premises thoroughly cleaned and in good condition (reasonable wear and tear excepted), or to fully comply with the terms of this Lease, and any balance, if any, to unpaid rent. Landlord shall provide Tenant with an itemized accounting, in writing, showing all such deductions. Within this 30-day period, Landlord will give or mail to Tenant the security deposit, with any interest required by law and minus any deductions. To assist Landlord, Tenant shall give Landlord written notice of Tenant's new address before Tenant vacates the Premises. During the term of occupancy under this Lease, if Landlord determines

that any deductions are to be made from the security deposit Landlord will give written notice to Tenant of such deduction within 30 days of the time Landlord determines that such deduction should be made. This provision applies only to deductions made 30 days or more before the termination of this Lease. Landlord will maintain itemized records of all security deposit deductions and these records may be inspected by Tenant, his authorized agent or attorney, during normal business hours. However, when two years has passed from the time a deduction was made, Landlord may destroy the record of that deduction. If Landlord sells or otherwise transfers all or any interest in the Premises during the term of this Lease, Tenant agrees that Landlord may transfer the security deposit, plus any interest required by law, to the purchaser who in such event shall be obligated to comply with the provisions of this section.

7. **PARKING.** Tenant agrees to comply with such parking rules and regulations as Landlord may issue from time to time, and deliver to Tenant; provided that Tenant shall be given a reasonable opportunity to comply with any parking changes made during Tenant's term of occupancy under this Lease. Vehicles parked on or about the Premises in violation of such rules and regulations may be towed at the owner's expense.
8. **PETS AND ADDITIONAL RESIDENTS.** The Tenant shall not be allowed to have pets or additional residents without Landlord's prior written consent, which may be withheld in the Landlord's sole discretion. If such permission is granted the tenant agrees to be responsible for all damages to the property and third parties (persons and property) caused by pets or additional residents. It is understood that if this approval is given that it may be rescinded in the event a problem develops related to a pet or an additional resident.
9. **UTILITIES.** The Tenant is responsible for all utilities.
10. **ALTERATIONS AND IMPROVEMENTS.** Tenant agrees that no alterations; installations, repairs or decoration (including painting, staining and applying other finishes) shall be done without Landlord's prior written consent. However, Landlord may require Tenant to return the Premises to its original condition when this Lease terminates or expires. In addition, Landlord may require that any change, alteration or improvement to the Premises will become a permanent part of the Premises which may not be removed upon the termination or expiration of this lease. Such changes or improvements will include, but not be limited to, locks, light fixtures, shutters, built-in shelves or bookcases, wall-to-wall carpeting, flowers and shrubs.
11. **INSPECTIONS AND ACCESS.** Landlord may enter the Premises to make inspections, repairs, decorations, alterations or improvements, and to show the Premises to prospective tenants, purchasers, mortgagees, workers and contractors and shall have the right to erect or place "For Sale" or "For Rent" signs thereon. Except in case of emergency or when it is impractical to give notice, Landlord will give Tenant reasonable notice of Landlord's intent to enter and may enter the Premises only at reasonable times.
12. **MOVE IN INSPECTION.** Within 5 days after Tenant takes possession of the Premises, Landlord agrees to provide Tenant with a list setting forth all of the defects and damages to

the Premises, its equipment and appliances. The list shall be treated as correct unless Tenant objects to the list by written notice given to Landlord within five days after Tenant receives the list.

13. COVENANTS BY LANDLORD. Landlord covenants and agrees to maintain all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances, including elevators, in good and safe working condition; and comply with applicable building and housing code requirements materially affecting health and safety. Landlord's failure to comply with the above requirements will not be grounds for Tenant's termination of this Lease unless Tenant has given Landlord written notice of the defective condition and Landlord has failed to remedy the condition within 21 days. However, Tenant may not terminate the Lease if Tenant, a member of Tenant's family or some other person on the Premises with Tenant's consent intentionally or negligently caused the defective condition. Such defective conditions will be repaired at Tenant's expense. Any termination by Tenant shall be made in accordance with the section of this Lease concerning breach by Landlord.

14. COVENANTS BY TENANT. Tenant covenants and agrees to keep the Premises clean and safe; use all electrical, plumbing, heating, ventilating and air-conditioning facilities and appliances in a reasonable manner; conduct himself or herself, and require guests to conduct themselves, in a manner that will not disturb Tenant's neighbors; and to take care not to intentionally or negligently destroy, damage or remove any part of the Premises, and that he or she will not permit any person to do so. The County and City reserve the right to request the Tenant to remove from the site any personal property that is inconsistent with the scenic natural beauty of the park (inoperable vehicles, appliances, etc.). The County and City reserve the right to request the Tenant to cease any activity that is inconsistent with the park or surrounding neighborhood. Tenant covenants and agrees to care for, maintain and repair the Premises, equipment, appliances and fixtures. Upon the expiration or termination of this Lease, Tenant agrees to deliver the Premises in good and clean condition, ordinary wear and tear excepted. Tenant agrees to pay the cost of all repairs and cleaning required by wear and tear beyond the ordinary. During the duration of this Lease, Tenant agrees to give Landlord prompt written notice of any defects in the Premises, its equipment, appliances and fixtures. If further damage occurs between the time Tenant learns that a defect exists and the time Landlord learns of such defect. Tenant will be liable for the costs of any repairs of such additional damage, which might have been avoided, had Tenant promptly notified Landlord of the defect. Tenant agrees to pay all costs resulting from the intentional or negligent destruction, damage or removal of any part of the Premises by Tenant or by any of Tenant's guests or other persons on the Premises with Tenant's consent. Tenant further agrees to release, indemnify, protect, defend and hold the County and City harmless from all liability, obligations, losses, claims, demands, damages, actions, suits, proceedings, costs and expenses, including attorney's fees, of any kind or nature whatsoever, whether suffered, made, instituted or asserted by any entity, party or person for any personal injury to or death of any person or persons and for any loss, damage or destruction of the Premises, arising out of, connected with, or resulting directly or indirectly from the negligent or intentional acts of Tenant, Tenant's guests or other persons on the Premises with the consent or permission of Tenant. The foregoing agreement to indemnify shall continue in full force and effect notwithstanding the termination of this Agreement. Tenant further agrees to release,

indemnify, protect, defend and hold the County and City harmless from all liability, obligations, losses, claims, demands, damages, actions, suits, proceedings, costs and expenses, including attorney's fees, of any kind or nature whatsoever, whether suffered, made, instituted or asserted by any entity, party or person for any personal injury to or death of any person or persons and for any loss, damage or destruction of the Premises, arising out of, connected with, or resulting directly or indirectly from the negligent or intentional acts of Tenant, Tenant's guests or other persons on the Premises with the consent or permission of Tenant. The foregoing agreement to indemnify shall continue in full force and effect notwithstanding the termination of this Agreement.

15. **TENANT TO CLEAN PREMISES WHEN LEASE ENDS.** Upon the termination or expiration of this Lease, Tenant will remove all of Tenant's property from the Premises and deliver possession of the Premises, thoroughly clean and in good condition, reasonable wear and tear excepted, and in compliance with such reasonable conditions as may be set forth in Landlord's rules and regulations. Tenant's compliance with this section is necessary to insure that the Premises will be in good condition for the next tenants to whom Landlord leases the Premises. Tenant will be liable for any damages Landlord may suffer due to Tenant's failure to leave the Premises thoroughly clean and in good condition, reasonable wear and tear excepted.

16. **MOVE OUT INSPECTION.** Upon the termination or expiration of this Lease, Landlord will inspect the Premises to determine whether Tenant has properly maintained the Premises and has left Premises thoroughly cleaned and in good condition, reasonable wear and tear excepted. Grease accumulation and unreasonable marks, holes, nicks or other injury to walls, ceilings, floors or appliances will not be considered ordinary wear and tear. This inspection will be made to determine what portion of the security deposit will be returned to Tenant and whether Tenant may be liable for damages exceeding the amount of the security deposit. This inspection will be made with 72 hours after the termination of Tenant's occupancy of the Premises. For the purposes of this section, the termination of Tenant's occupancy of the Premises will not be deemed to have occurred until all or substantially all of Tenant's property has been removed from the Premises. Tenant will have the right to be present during this inspection, provided Tenant gives Landlord written notice of Tenant's desire to be present during the inspection. Upon receiving such notice, Landlord will notify Tenant of the time and date when the inspection will be made. However, Tenant's delay in notifying Landlord of Tenant's desire to attend the inspection will not require Landlord to delay making the inspection more than 72 hours after the termination of Tenant's occupancy. If Tenant attends the inspection, an itemized list of damages known to exist at the time of the inspection will be provided to Tenant by Landlord immediately upon the completion of the inspection.

17. **ABANDONMENT OF PROPERTY.** Any personal property Tenant leaves on the Premises after the termination or expiration of this Lease may be treated by Landlord as abandoned property. Landlord will prepare an itemized list of such property and may immediately remove the property from the Premises and place it in storage for safekeeping for a period not less than one month from the date this Lease terminates and possession of the Premises is delivered to Landlord. Tenant may reclaim the property during this one-month period,

provided that tenant pays the cost of its removal and storage. Upon expiration of the one-month period, Landlord will be free to dispose of the property as Landlord sees fit, provided written notice of Landlord's intent to dispose of the property is given to Tenant at least 10 days before such disposal occurs. This notice must be sent to Tenant's last known address, address correction requested. In addition, Landlord must keep the itemized list of Tenant's property for two years after Landlord disposes of that property. Any funds received by Landlord from the disposal of Tenant's property may be applied to Tenant's indebtedness to Landlord for unpaid rent or other damages, including charges for removing, storing and selling the property. Any remaining funds will be treated as security deposit.

18. **DAMAGE OR DESTRUCTION OF PREMISES.** If, through no fault or negligence of Tenant or Tenant's guest, fire or other cause destroys or damages the Premises to the extent that Tenant's enjoyment is substantially impaired, Tenant may immediately vacate the premises and within 14 days thereafter give written notice to Landlord of Tenant's intention to terminate this Lease. In such cases, the Lease will terminate as of the date of termination of Tenant's occupancy and Landlord will return Tenant's security deposit, any interest required by law, and prepaid rent covering the period after Tenant vacated the Premises - subject to any set off for charges or damages Tenant owes to Landlord. If, through no fault or negligence of Tenant or Tenant's guests, fire or other cause damages the Premises to the extent that Tenant's enjoyment is somewhat impaired, though not substantially impaired, Landlord will have a reasonable period of time in which to repair the Premises. Landlord's duty to repair will not arise until Tenant gives Landlord written notice of the damage to the Premises. If Landlord fails to repair the Premises within a reasonable period of time after having received written notice from Tenant, Tenant will be entitled to a reduction in rent for that period of time beginning 30 days after notice was given to Landlord and ending on the date Landlord successfully repairs the Premises. In any dispute concerning Tenant's right to terminate this Lease or receive a rent reduction, Tenant will be required to prove that the condition of the Premises justifies such relief.
19. **BODILY INJURY AND PROPERTY DAMAGE.** Landlord is not an insurer of Tenant's person or property. Except to the extent provided by law, Landlord will not be liable to Tenant for any bodily injury or property damage suffered by Tenant or Tenant's guest.
20. **RULES AND REGULATIONS.** Tenant agrees to comply with Landlord's reasonable and non-discriminatory rules and regulations which concern the use and occupancy of the Premises, which intend to promote the convenience, safety or welfare to tenants or preserve Landlord's property from abusive conduct. Landlord agrees to give Tenant reasonable notice of any new rules or regulations before enforcing such rules and regulations against Tenant.
21. **EARLY TERMINATION OF OCCUPANCY.** Tenant will not be released from liability for all rent and other charges due under this lease unless Landlord signs a written statement on which Landlord agrees to release tenant from such liability.
22. **EARLY TERMINATION OF LEASE BY MILITARY PERSONNEL.** If Tenant is a member of the United States armed forces and (i) receives orders for a permanent change of station to depart 50 miles or more (radius) from the Premises or (ii) is prematurely and

involuntarily discharged or relieved from active duty with the United States armed forces, Tenant may terminate this Lease by serving on Landlord a written notice of termination. This notice must state the date when termination will be effective and that date shall not be less than 30 days after the date Landlord receives the notice. In addition, the termination date shall not be more than 60 days prior to the date of departure necessary for Tenant to comply with the official orders or any supplemental instructions for interim training or duty prior to the transfer. Tenant's written notice of termination must be accompanied by a copy of the official orders. If Tenant exercises this right to terminate this Lease, Tenant shall be obligated for rent prorated to the date of termination. Rent for the final month or portion thereof shall be due on the first day of such month. On account of Tenant's early termination of this Lease, Landlord may require Tenant to pay liquidated damages as follows:

- a. If Tenant has completed less than 6 months of the tenancy under this Lease as of the effective date of termination, liquidated damages may be no greater than one-month's rent.
- b. If Tenant has completed at least 6 months but less than 12 months of the tenancy under this Lease as of the effective date of termination, liquidated damages may be no greater than one half of one month's rent. Any amount owed; as liquidated damages by Tenant shall be due on the first day of the month in which the effective termination date occurs. This section shall not relieve Tenant of any other liabilities, which have accrued as of the date of termination.

23. **TERMINATION, RENEWAL OR EXTENSION OF LEASE.** This Lease will automatically terminate at the end of the lease term on the date on which Tenant's occupancy ends. In addition, Landlord may terminate this lease for any reason by giving at least thirty (30) days written notice to Tenant. The termination of this Lease will terminate Tenant's right to occupancy but it will not terminate any claims Tenant or Landlord may have arising out of events occurring during the Lease term or during any holdover by Tenant. No agreement renewing or extending this Lease will be effective unless that agreement is in writing and signed by Tenant and Landlord. If Tenant remains in possession of the Premises after the lease term is terminated or expires and Landlord consents to such holdover but does not enter into a written agreement extending this Lease or substituting a new written lease, Tenant shall have a month to month lease subject to termination by either party upon 30 days notice. The monthly rent during such holdover period shall be at the same rate as under this Lease or as otherwise agreed in writing.

24. **ASSIGNMENT OR SUBLET.** Tenant will not assign this Lease or sublet the Premises without Landlord's prior written consent, which will not be unreasonably withheld or delayed. Tenant agrees to pay Landlord a \$ N/A fee if Tenant assigns or sublets the Premises, or any part thereof. No assignment or sublet will release Tenant from continuing liability for the full performance of this Lease unless Landlord signs a written statement clearly releasing Tenant from such liability.

25. **BREACH BY TENANT.** If (a) Tenant fails to pay rent within five days after the date when due, (b) Tenant commits a material breach of this Lease, (c) Tenant denies Landlord's exercise of any rights under this Lease or arising by law, (d) legal proceedings are begun by or against Tenant to levy upon or dispose of Tenants leasehold interest in the Premises, or (e)

the Premises is used by Tenant or others for any illegal purposes, Landlord will have the right to sue for rent and to enter and take possession through legal proceedings or, if the Premises is abandoned, to enter and take possession by any lawful means. In addition, Landlord will have the right to pursue all other remedies available, including a claim for damages. If Landlord pursues any such remedies (and regardless of whether such remedies are prosecuted to judgment), Tenant will be liable as follows:

- a. For all past due rent and other charges
- b. For all additional rent (future rent) that would have accrued until the expiration of the term of occupancy under this Lease or until a new lease term begins, provided (i) that this will not affect Landlord's duty to minimize the damages by making reasonable efforts to enter into a new lease as soon as practical, and (ii) that if Landlord obtains a judgment for future rent, Landlord shall apply as a credit towards that judgment all funds received by Landlord as rent for the Premises for those months for which the judgment for future rent was awarded.
- c. For all expenses Landlord may incur for cleaning, painting and repairing the Premises due to Tenant's failure to leave the Premises thoroughly clean and in good condition, reasonable wear and tear excepted;
- d. For any court costs and reasonable attorneys fees incurred by Landlord (i) in collecting rent, other charges or damages, and (ii) in obtaining possession of the Premises;
- e. For a collection fee equal to 25% of the judgment amount for rent, damages, court costs and attorneys fees. Tenant understands and agrees that this amount represents damages Landlord will be likely to incur in efforts to obtain a judgment against Tenant (including time and effort spent in case investigation, correspondence, filling suit, discussions with lawyers, case preparation and court attendance) and to collect such a judgment. If Tenant has breached the Lease by failing to pay rent when due, Landlord shall give a written notice to Tenant stating that the Lease will terminate within 5 days if the rent is not paid. If Tenant fails to pay the rent within that 5 day period, Landlord may terminate the Lease and proceed to obtain possession of the Premises by filing an unlawful detainer proceeding. In that proceeding, Landlord may pursue a claim for rent and other damages. In connection with breaches other than failure to pay rent, if a material noncompliance with this Lease exists or if there is a violation materially affecting health and safety, Landlord may serve Tenant with a written notice stating that acts or omissions constituting the breach and stating (i) that the Lease will terminate upon a date not less than 30 days after Tenant receives the notice unless the breach is remedied within 21 days, and (ii) that the lease will terminate as set forth in the notice. If the breach is remedial 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 allow, the Lease shall not terminate. On the other hand, if the breach is not remedial, Landlord's written notice to Tenant may state the acts and omissions constituting the breach and state that the lease will terminate upon a specific date, which date may not be less than 30 days after Tenant receives the notice.

26. **BREACH BY LANDLORD.** If Landlord (a) commits a material breach of this Lease, or (b) fails to a substantial extent to comply with any laws with which Landlord must comply and which materially affect Tenant's health and safety, Tenant may give written notice to Landlord identifying the acts and conditions on the Premises concerning Landlord's breach

and stating that this lease will terminate upon a specific date (which must be 30 days or more from the date Landlord receives the notice) unless Landlord remedies the breach within 21 days. If Landlord remedies the breach within that 21 day period, this Lease will not be subject to termination by Tenant in that instance. Tenant will not have the right to terminate this Lease because of conditions caused by the intentional or negligent acts of Tenant or persons on the Premises with Tenant's consent.

27. **RENT WITHHOLDING.** Tenant may not withhold rent because of conditions on the Premises that Landlord is required to repair unless Tenant has given Landlord written notice of the condition and Landlord has failed to successfully repair the condition within a reasonable period of time. If Tenant withholds rent because Landlord has breached the Lease, Tenant must immediately give Landlord a second written notice of the breach and of any conditions of the Premises which Landlord is required to remedy or repair and must state that rent is being withheld for such reasons. If Landlord then sues Tenant for possession of the Premises or for withheld rent, Tenant must promptly pay the rent to the court, which will hold the rent until it decides what portion, if any, should be paid to Landlord. If conditions exist which Landlord is required to remedy and which creates a fire hazard or serious threat to the health or safety of Tenant, Tenant may file an action in a court of competent jurisdiction to terminate the Lease, to require Landlord to repair the Premises, or to obtain other relief. In such an action, Tenant may pay rent to the court to be held until Tenant's action is decided. If Tenant withholds rent or pays rent into court under this section and the court finds (a) that Tenant has acted in bad faith, (b) that Tenant, Tenant's family or guests have caused the conditions or have refused unreasonably to allow Landlord or Landlord's written notice of the condition, Tenant will be liable for Landlord's reasonable costs, including costs for time spent, court costs, any repair costs due to Tenant's violation of the Lease, and attorneys fees.
28. **NOTICES.** All notices in writing required or permitted by this Lease may be delivered in person, or sent by mail (postage prepaid) to Landlord, Tenant or Agent at such party's address, as set forth above or at such other address as a party may designate from time to time by notice given in accordance with the terms of this section.
29. **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.
30. **GOVERNING LAW.** This Lease is entered into and shall be construed under the laws of the State of Virginia.
31. **SEVERABILITY.** Any provision of this Lease which is prohibited by, or unlawful or unenforceable under, Virginia law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions of this Lease.
32. **FAILURE TO ENFORCE LEASE NOT A WAIVER.** Landlord's waiver of a breach by Tenant shall not be interpreted as a waiver of any subsequent breach or noncompliance, and this lease shall continue in full force and effect.

33. AMENDMENTS. This lease may not be amended or modified except by prior written consent of the Landlord. All amendments or modifications shall be in writing and signed by both parties.

34. ENTIRE AGREEMENT. This lease shall constitute the full and complete agreement between the parties, and no other writings or statements (other than amendments or modifications pursuant to Section 32) shall be of any consequence or have any legal effect.

WITNESS the following signatures and seals:

CITY OF CHARLOTTESVILLE

BY: _____ (seal) _____
City Manager Date

COUNTY OF ALBEMARLE

BY: _____ (seal) _____
County Executive Date

TENANT

_____ (seal) _____
Ashley Crosby Date

_____ (seal) _____
Katharine Cleveland Date

Approved as to form:

Charlottesville City Attorney

Approved as to form:

Albemarle County Attorney

**RESOLUTION GRANTING A SPECIAL USE PERMIT
FOR A MIXED USE DEVELOPMENT
AT 852-860 WEST MAIN STREET (PLAZA ON MAIN STREET)**

WHEREAS, AUDG HOLDINGS, LLC, agent for the owners of the properties at 852-856 West Main Street (Merchants Acquisitions, LLC) and 858-860 West Main Street (Fluvanna Holdings, LLC), has requested a special use permit with respect to the properties identified on City Tax Map 30 as Parcels 3 and 4, consisting of approximately 2.25 acres or 98,010 square feet (“Subject Property”), to allow increased residential density (from 43 DUA to 98 DUA) and 101 feet of building height in a mixed-use (residential and commercial) development on the Subject Property; and

WHEREAS, development of the Subject Property will require demolition of the existing structure and construction of a new building with approximately 219 residential units, 11,946 square feet of commercial space, and underground parking; and

WHEREAS, the Subject Property is zoned “Mixed Use-WMS” (Mixed Use District, West Main South Corridor) and, pursuant to §34-637 (building height) and §34-641 (residential density) of the City Code, such modifications for use of the property are allowed by Special Use Permit; and

WHEREAS, following a joint public hearing before this Council and the Planning Commission, duly advertised and held on November 13, 2012, and a public hearing before City Council on December 3, 2012, this Council finds that such modifications for use are allowed under City Code Sections 34- 637 and 34-641 by special use permit, and will conform to the criteria applicable to special permits generally under Chapter 34 of the City Code; now, therefore

BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that a special use permit is hereby approved and granted to allow increased residential density (from 43 DUA to 98 DUA) and 101 feet of building height in a mixed-use (residential and commercial) development at 852-856 and 858-860 West Main Street, conditioned upon the following:

1. Inclusion of all the street scape features outlined in the West Main Street Illustrative Plan unless it is determined by staff that a particular element(s) is unfeasible or not warranted.
2. Staff approval of the preliminary site plan.
3. All commercial spaces have direct access to areas facing public right-of-way.
4. The city arborist approves the tree selection and best practices for soil and tree root management.
5. Property management is available and onsite 24/7 and is available to both residents of the complex and residents of the surrounding neighborhood.
6. Submission and staff review of the rules and regulations handbook for the development.
7. Inclusion of visual and sound barriers at the rear pool and deck area, and buffering of the area adjacent to the rail road tracks as appropriate.
8. Inclusion of a bus stop.
9. Work with staff and appropriate groups to address bicycle and pedestrian safety.

**RESOLUTION
AUTHORIZING PURCHASE OF PROPERTY
AT 909 EAST MARKET STREET
FROM EAST MARKET DEVELOPMENT COMPANY, LC**

WHEREAS, East Market Development Company, L.C. ("East Market Development") has offered to sell to the City of Charlottesville the property at 909 East Market Street designated as Parcel 292 on City Real Estate Tax Map 53, to include Parcel X, shown on a plat dated July 23, 1996, of record in the Charlottesville Circuit Court Clerk's office in Deed Book 681, page 639 (the "Property"); and

WHEREAS, the Property, more particularly described in Exhibit A (Property Description), is currently leased by the City as office space for the Community Attention Foster Families (CAFF) program; and

WHEREAS, City staff have arranged for multiple assessments of the condition of the Property and its value, and have recommended purchase of the Property for \$632,500, which funds are available in the Community Attention budget for appropriation by Council; now, therefore

BE IT RESOLVED by the Council for the City of Charlottesville, Virginia, that the City Council hereby authorizes the purchase of the property at 909 East Market Street from East Market Development Company, L.C., described in Exhibit A to this Resolution, and the City Manager is hereby authorized to sign the Purchase Agreement, in form approved by the City Attorney. The City Attorney is hereby directed to take whatever steps are necessary to effect the closing of the conveyance of the subject property to the City.

BE IT FURTHER RESOLVED that the purchase of the property at 909 East Market Street is conditioned upon Council approval of an appropriation of \$632,500 from the Community Attention budget.