ASSIGNMENTS OF ERROR

1. The trial court erred in holding that the Respondent City of Charlottesville pled facts which demonstrated a rational basis to distinguish between for-profit and non-profit fitness facilities in advertising a lease and inviting bids pursuant to Code 15.2-2100 et seq., particularly where the price of entry to the facility is fixed by the lease.[1]

2. The trial court erred in finding, on Demurrer, that there was no evidence that the City's restriction of the lease to non-profit businesses was for the purpose of manipulating the bidding process.[2]

3. The trial court erred in holding that the Use Agreement was an appropriate restriction on a lease advertised under Code 15.2-2100.[3]

4. The trial court erred in holding that a City may procure services pursuant to Code 15.2-2100, and that the City was not required to follow the Virginia Public Procurement Act for such procurement.[4]

5. The trial court erred in holding that the Use Agreement was not an attempt to procure fitness services for the citizens of Charlottesville.[5]

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[1] This assignment of error was preserved based on Plaintiffs argument at pages 6 and 7 of their Response to Demurrer and subsequent objection to the entry of the trial court's order granting the demurrer. (Order, pg. 4)

[2] This assignment of error was preserved based on Plaintiffs argument at pages 6 and 7 of their Response to Demurrer and subsequent objection to the entry of the trial court's order granting the demurrer. (Order, pg. 4)

[3] This assignment of error was preserved based on Plaintiffs argument at pages 6 and 7 of their Response to Demurrer and subsequent objection to the entry of the trial court's order granting the demurrer. (Order, pg. 4)

[4] This assignment of error was preserved based on Plaintiffs argument at pages 6 and 14 of their Response to Demurrer and subsequent objection to the entry of the trial court's order granting the demurrer. (Order, pg. 4)

6. The trial court erred in holding that Code 15.2-953 constitutes an exception to the Virginia Public Procurement Act and grants local governments the implied power to procure goods and services through conditional donations to non-profit entities.[6]

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[5] This assignment of error was preserved based on Plaintiffs argument at pages 3 and 14 of their Response to Demurrer and subsequent objection to the entry of the trial court's order granting the demurrer. (Order, pg. 4)

[6] This assignment of error was preserved based on Plaintiffs argument at pages 6 and 14 of their Response to Demurrer and subsequent objection to the entry of the trial court's order granting the demurrer. (Order, pg. 4)