



**CITY COUNCIL AGENDA
July 18, 2011**

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)

TYPE OF ITEM

SUBJECT

**CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL**

**AWARDS/RECOGNITIONS
ANNOUNCEMENTS**

EGSR Award; Top 10 Walkable Cities; Local Food Recognition

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.

COUNCIL RESPONSES 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 of July 5

b. ~~RESOLUTION:~~

~~Application to Virginia Land Conservation Foundation Acquisition of Hartman Mill for Parkland – \$150,000 (1st of 1 reading) *DEFERRED*~~

c. **RESOLUTION:**

Water Resources Database Enhancement - Authorization to enter into the Cost Sharing Agreement with the U.S. Corps of Engineers (1st of 1 reading)

d. ~~RESOLUTION:~~

~~Acquisition of 4.515 Acres of Stream Valley Land (1st of 1 reading) *DEFERRED*~~

e. **APPROPRIATION:**

\$500 – 2011 Charlottesville Police Department Foundation Donation (1st of 1 reading)

f. **APPROPRIATION:**

\$5,000 – Virginia Commission of the Arts Challenge Grant (1st of 2 readings)

g. **APPROPRIATION:**

\$2,774.80 – Federal Bureau of Investigations (F.B.I.) Overtime Reimbursement for the Cyber Crimes Task Force (1st of 2 readings)

h. **APPROPRIATION:**

\$5,505 – 9/11 Memorial Steel Project Phase I (1st of 2 readings)

i. **APPROPRIATION:**

\$1,011,823 – Appropriation of FY 2012 Transit Grants (1st of 2 readings)

j. **ORDINANCE:**

Exchange of Land – Madison Avenue and River Court (2nd of 2 readings)

k. **ORDINANCE:**

Transfer of Property on Elliott Avenue (2nd of 2 readings)

l. **ORDINANCE:**

Validity Period of Certificates of Appropriateness (2nd of 2 readings)

2. REPORT

Urban Water Supply Update

3. REPORT

Western Bypass

4. REPORT

CACVB Update

5. REPORT

Green City Update

OTHER BUSINESS

MATTERS BY THE PUBLIC

Limit of 3 minutes per speaker.

*ACTION NEEDED

Reasonable accommodations will be provided for persons with disabilities upon request.

RESOLUTION

AUTHORIZING THE CITY TO ENTER INTO A COST SHARING AGREEMENT WITH THE CORPS OF ENGINEERS AND PROVIDE A MATCH OF \$40,000 TO ENHANCE WATER RESOURCES DATABASES TO FURTHER STORMWATER MANAGEMENT AND PLANNING

WHEREAS, under the proposed cost sharing agreement for the Water Resources Database Enhancement, the City will provide a match in the amount of \$40,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlottesville, Virginia that the City may enter into the Cost Sharing Agreement with the Corps of Engineers and that the sum of \$40,000 is hereby paid from the following account:

- \$40,000 - Fund 631 Cost Center 2713001000 G/L Account 530670

APPROPRIATION

Charlottesville Police Department Foundation Donation

\$500

WHEREAS, the City of Charlottesville, through the Police Department, has received a Charlottesville Police Department Foundation donation in the amount of \$500 to reimburse the Charlottesville Police Department for expenses associated with the 2011 DARE Graduation.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$500, received from the Charlottesville Police Department Foundation, is hereby appropriated in the following manner:

Revenue

\$500 Fund: 105 Cost Center: 3101001000 G/L Account: 451020

Expenditures

\$500 Fund: 105 Cost Center: 3101001000 G/L Account: 520990

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$500 from the Charlottesville Police Department Foundation.

**AN ORDINANCE
AUTHORIZING THE EXCHANGE OF PROPERTY
BETWEEN THE CITY AND SAMUEL LeBEAU**

WHEREAS, Samuel LeBeau (“LeBeau”) has offered to exchange a parcel of land he owns on River Court for a parcel of land owned by the City of Charlottesville (“City”) near Madison Avenue, as set forth in the Sale/Purchase Agreement dated June 8, 2011, attached hereto; and

WHEREAS, the land owned by the City of Charlottesville is a portion of Parcel 95 on City Real Estate Tax Map 3, identified as Parcel X on the attached plat dated April 11, 2011 made by Draper Aden Associates; and

WHEREAS, the land owned by Samuel LeBeau is a portion of Parcel 229.8 on City Real Estate Tax Map 49, identified as Parcel X on the attached plat dated June 15, 2010 made by Draper Aden and Associates; and

WHEREAS, LeBeau desires to acquire the City-owned land off Madison Avenue and combine it with adjoining property he owns (City Real Estate Tax Map Parcel 3-90.1), and the City desires to acquire the River Court property to use for greenbelt trail purposes as it is located adjacent to the Rivanna River; and

WHEREAS, the acquisition of the River Court property will promote certain elements of City Council’s Strategic Plan (A Green City); and

WHEREAS, in accordance with Virginia Code Section 15.2-1800(B), a public hearing was held to give the public an opportunity to comment on the proposed conveyance of the City-owned property; and,

WHEREAS, the Department of Neighborhood Development Services, the Environmental Manager, the Director of Public Utilities, and the Parks Division have reviewed the proposed conveyance and acquisition of land and have no objection thereto; now, therefore,

BE IT ORDAINED by the Council for the City of Charlottesville, Virginia that the above-referenced Sale/Purchase Agreement is hereby approved, and the Mayor is authorized to execute a Deed, in form approved by the City Attorney, to convey and acquire the above-described properties, shown on the attached plats. The City Attorney is hereby authorized to take whatever steps are necessary to effect the closing of said property transaction.

OWNER'S CONSENT:

The consolidation of the land described herein is made with the free consent of the undersigned owners, proprietors and trustees.

Samuel L. LeBeau

Date

ACKNOWLEDGEMENT OF SIGNATURE:

Signed before me, in my presence, this ____ day of _____, ~~2010~~ 2011.

Date

Notary Public for the County/City of _____

My commission expires _____

APPROVED: City of CHARLOTTESVILLE, VIRGINIA

Chairman, City Planning Commission

Date

Secretary, City Planning Commission

Date



**MINOR DIVISION SHOWING A
BOUNDARY LINE ADJUSTMENT BETWEEN
TAX MAP 3, PARCELS 90.1 & 95
CHARLOTTESVILLE, VIRGINIA**

OWNER'S CONSENT:

The consolidation of the land described herein is made with the free consent of the undersigned owners, proprietors and trustees.

City of Charlottesville, Inc.

Date

ACKNOWLEDGEMENT OF SIGNATURE:

Signed before me, in my presence, this ____ day of _____, ~~2010~~ 2011.

Date

Notary Public for the County/City of _____

My commission expires _____

APPROVED: City of CHARLOTTESVILLE, VIRGINIA

Chairman, City Planning Commission

Date

Secretary, City Planning Commission

Date

NOTES:

- 1.) Source of meridian for bearings is based upon NAD 83, established by Draper Aden Associates utilizing GPS.
- 2.) The property shown hereon is located in Flood Zone X as shown on FIRM panel 51003C0286D effective date February 4, 2005.
- 3.) Date of fieldwork: June 9, 2010.
- 4.) This survey was prepared without the benefit of a Title Report and may not show all the encumbrances on the property.
- 5.) Parcel "X" is to be combined with and made part of Tax Map 3, Parcel 90.1.



CURRENT ZONING:

TM 3-90.1 & TM 3-95: R-2

Maximum Height: 35'

Required Front Yard: 25'

Required Side Yard: SFD 5'; SFA 10'; TFD 10';

Non-residential 50'; Corner, street side 20'

Required Rear Yard: 25' Residential, 50'

Non-residential

TITLE REFERENCE:

TM 3-95

Owner: City of Charlottesville, Inc.

DB 2010-1788

CD 52-344

AD 328-373 (plat)

TM 3-90.1

Owner: Samuel L. LeBeau

CD 1129-608

CD 180-340 (plat)

AREA SUMMARY

TM 3-90.1 0.055 Ac.

Plus Parcel X 0.111 Ac.

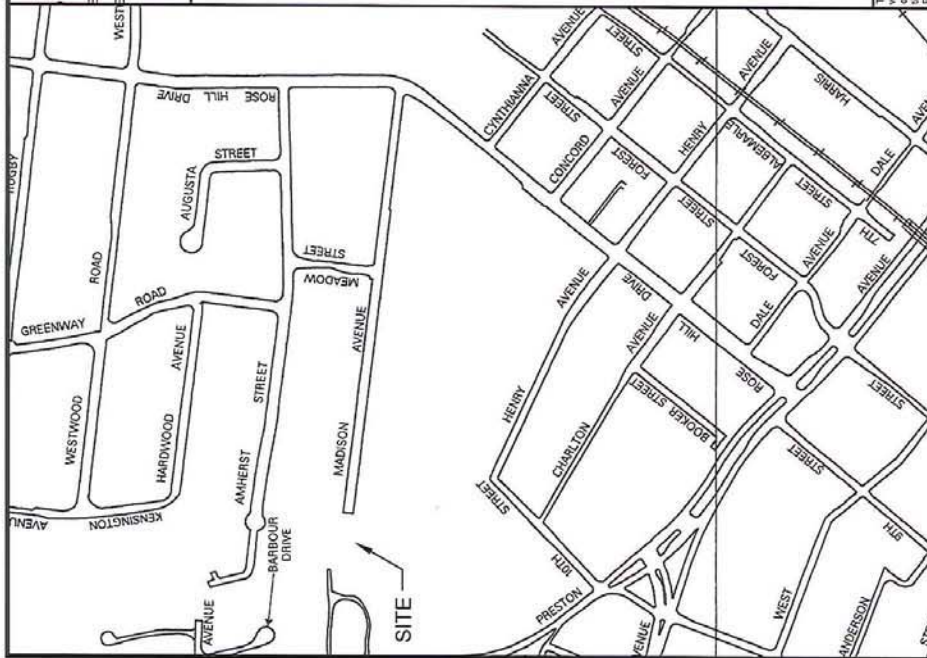
REV. TM 3-90.1 0.166 Ac.

TM 3-95 12.228 Ac.

Less Parcel X 0.111 Ac.

REV. TM 3-95 12.117 Ac.

**MINOR DIVISION SHOWING A
BOUNDARY LINE ADJUSTMENT BETWEEN
TAX MAP 3, PARCELS 90.1 & 95
CHARLOTTESVILLE, VIRGINIA**



VICINITY MAP
SCALE: 1" = 600'

SCALE 1" = 500'

500 1000 FEET METERS

PANEL 0286D

FIRM

FLOOD INSURANCE RATE MAP

ALBEMARLE COUNTY, VIRGINIA
AND INCORPORATED AREAS
AND THE INDEPENDENT CITY
OF CHARLOTTESVILLE

PANEL 286 OF 575

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTENTS:

ALBEMARLE COUNTY	XXXXX	0286	D
INDEPENDENT CITY OF CHARLOTTESVILLE	XXXXX	0286	D

MAP NUMBER
51003C0286D

EFFECTIVE DATE
FEBRUARY 4, 2005

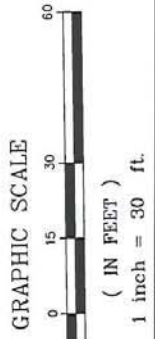
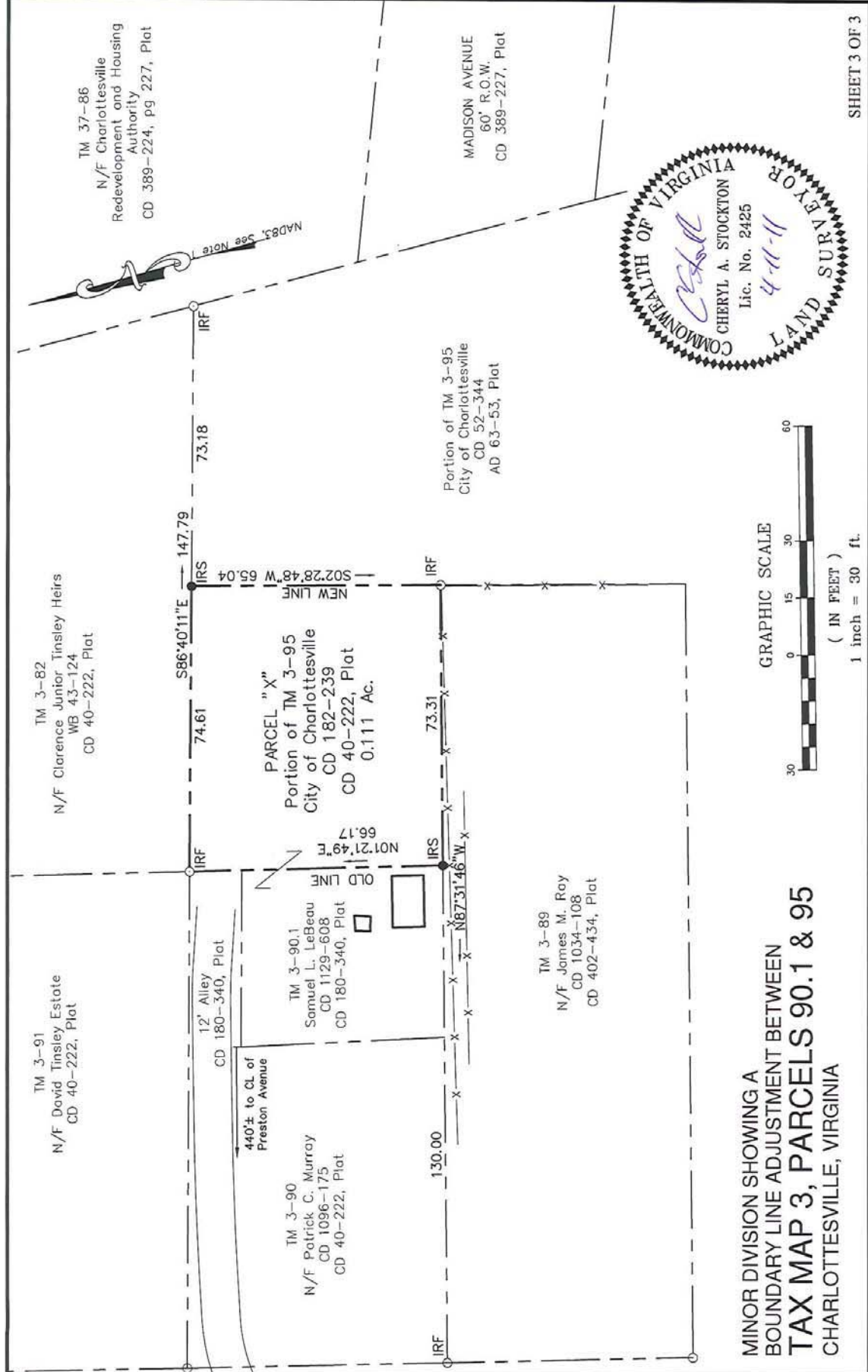
Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-INT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the map. For the most current information, please visit the National Flood Insurance Program Flood Map Store at www.nmfs.fema.gov



PROJECT: CV08163-06
 CHECKED BSP
 DATE April 11, 2011
 DRAWN GAS
 SCALE 1"=30'

SHEET 3 OF 3



MINOR DIVISION SHOWING A
 BOUNDARY LINE ADJUSTMENT BETWEEN
TAX MAP 3, PARCELS 90.1 & 95
 CHARLOTTESVILLE, VIRGINIA

OWNER'S CONSENT:

The consolidation of the land described herein is made with the free consent of the undersigned owners, proprietors and trustees.

Samuel L. LeBeau _____ Date

ACKNOWLEDGEMENT OF SIGNATURE:

Signed before me, in my presence, this ____ day of _____, 2010.

Date

Notary Public for the County/City of _____

My commission expires _____

APPROVED: City of CHARLOTTESVILLE, VIRGINIA

Chairman, City Planning Commission _____ Date

Secretary, City Planning Commission _____ Date

CURRENT ZONING:

TM 49-229.8: R-2
Maximum Height: 35'
Required Front Yard: 25'
Required Side Yard: SFD 5'; SFA 10';
TFD 10'; Non-residential 50'; Corner,
street side 20'
Required Rear Yard: 25' Residential, 50'
Non-residential



AREA SUMMARY

TM 49-229.8 44,103 sq. ft.
Less Parcel X 25,558 sq. ft.
REV. TM 3-90.1 18,545 sq. ft.

**MINOR DIVISION
TAX MAP 49, PARCEL 229.8
CHARLOTTESVILLE, VIRGINIA** SHEET 1 OF 3

OWNER'S CONSENT:

The consolidation of the land described herein is made with the free consent of the undersigned owners, proprietors and trustees.

City of Charlottesville, Inc. _____ Date

ACKNOWLEDGEMENT OF SIGNATURE:

Signed before me, in my presence, this ____ day of _____, 2010.

Date

Notary Public for the County/City of _____

My commission expires _____

APPROVED: City of CHARLOTTESVILLE, VIRGINIA

Chairman, City Planning Commission _____ Date

Secretary, City Planning Commission _____ Date

Draper Aden Associates
Engineering • Surveying • Environmental Services



700 Harris Street, Suite E
Charlottesville, VA 22903
434-295-0700 Fax: 434-295-2105

Blacksburg, VA
Richmond, VA
Hampton Roads, VA

PROJECT: CV08163-06

DRAWN CAS
CHECKED BSP
DATE JUNE 15, 2010
SCALE 1"=40'

PROJECT: CV08163-06
 CHECKED BSP
 DATE JUNE 15, 2010
 DRAWN CAS
 SCALE 1"=40'

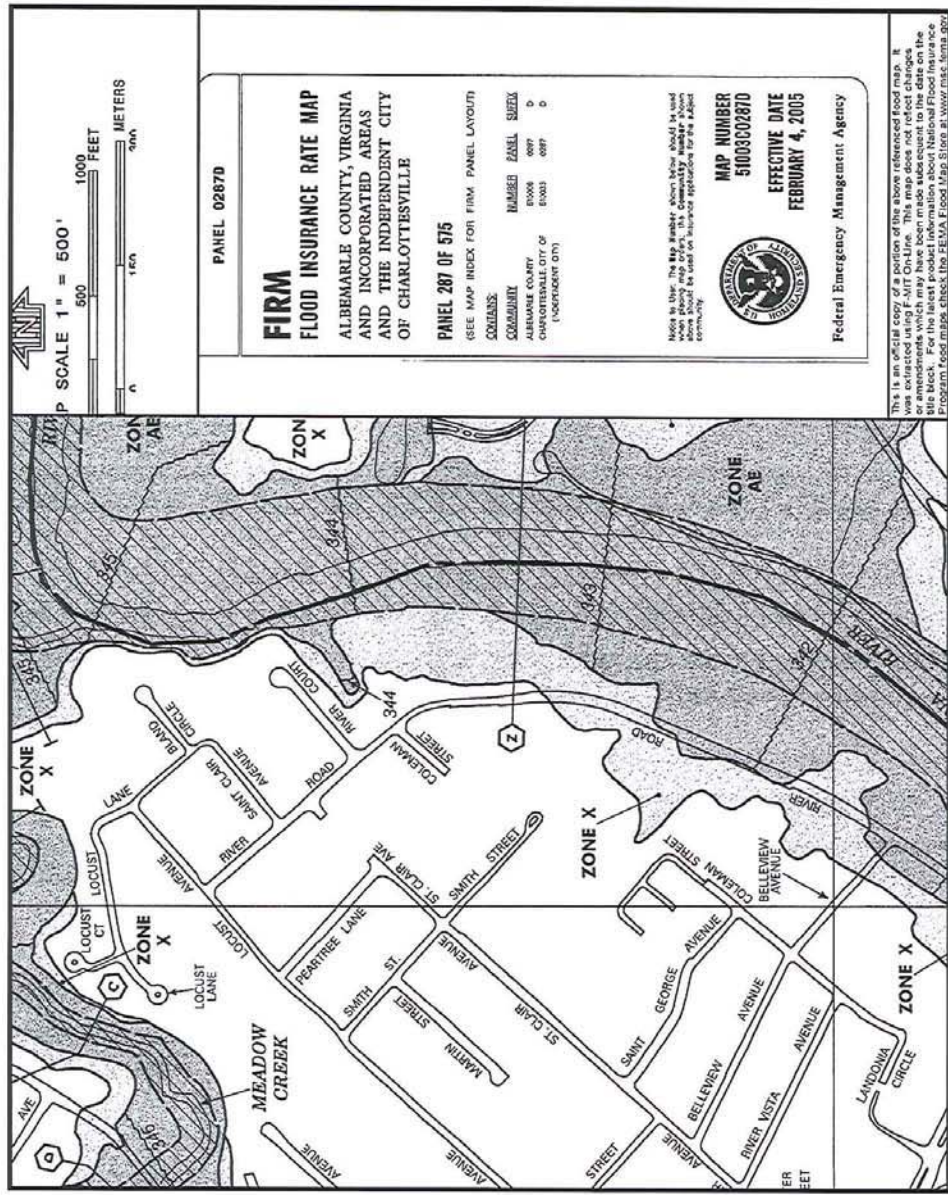
700 Harris Street, Suite E
 Charlottesville, VA 22903
 434-295-0700 Fax: 434-295-2105
 Blacksburg, VA
 Richmond, VA
 Hampton Roads, VA
 Engineering • Surveying • Environmental Services
Draper Aden Associates



- NOTES:**
- 1.) Source of meridian for bearings is based upon NAD 83, established by Draper Aden Associates utilizing GPS.
 - 2.) A portion of the property shown hereon is located in Flood Zone X as shown on FIRM panel 51003C0287D effective date February 4, 2005.
 - 3.) Date of fieldwork: July 26, 2010.
 - 4.) This survey was prepared without the benefit of a Title Report and may not show all the encumbrances on the property.
 - 5.) No building permit shall be issued for Parcel "X," unless it is combined with another parcel so that it gains frontage and satisfies minimum lot requirements and the building permit is consistent with open space, recreational or conservation uses.



MINOR DIVISION
TAX MAP 49, PARCELS 229.8
 CHARLOTTESVILLE, VIRGINIA SHEET 2 OF 3



VICINITY MAP
 SCALE: 1"=600'

SALE/PURCHASE AGREEMENT
Exchange of Land between City and Samuel W. LeBeau
Portion of City TMP 3-95 and Portion of City TMP 49-229.8

THIS AGREEMENT is made this _____ day of _____, 2011, between **SAMUEL W. LeBEAU**, hereinafter referred to as “LeBeau”, and the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as “City”, whose address is P.O. Box 911, Charlottesville, Virginia, 22902.

WITNESSETH:

WHEREAS, LeBeau is the owner of certain real property situated off River Road in the City of Charlottesville, Virginia, containing approximately 25,558 square feet of land (0.587 acre), more or less, being a portion of the property designated as Parcel 229.8 on City Tax Map 49, and more particularly shown as “Parcel X” on the attached plat made by Draper Aden Associates, dated June 15, 2010, hereinafter referred to as the “River Court Property”; and

WHEREAS, City is the owner of certain real property situated off Madison Avenue in the City of Charlottesville, Virginia, containing approximately 4,835 square feet of land (0.111 acre), more or less, being a portion of the property designated as Parcel 95 on City Tax Map 3, and more particularly shown as “Parcel X” on the attached plat made by Draper Aden Associates, dated April 11, 2011, hereinafter referred to as the “Madison Avenue Property”; and

WHEREAS, LeBeau desires to acquire the Madison Avenue Property from the City to combine with adjoining property he owns, designated as Parcel 90.1 on City Tax Map 3; and

WHEREAS, the City desires to acquire the River Court Property from LeBeau to use for greenbelt trail purposes as it is located adjacent to the Rivanna River; and

WHEREAS, LeBeau and the City have agreed to exchange the above-described parcels of land, subject to the conditions outlined in Section II below;

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

I. AGREEMENT TO CONVEY

LeBeau agrees to convey to City, and City agrees to acquire from LeBeau, the River Court Property, which is more particularly described as follows, to-wit:

All that certain tract or parcel of land situated in the City of Charlottesville, Virginia,

containing approximately 25,558 square feet of land (0.587 acre), more or less, located at the rear of property at 1117 River Court, said parcel being shown as Parcel X on the attached Plat made by Draper Aden Associates, dated June 15, 2010, attached hereto and made a part hereof, being a portion of the property designated as City Tax Map Parcel 49-229.8.

City agrees to convey to LeBeau, and LeBeau agrees to acquire from City the Madison Avenue Property, which is more particularly described as follows, to-wit:

All that certain tract or parcel of land situated in the City of Charlottesville, Virginia, containing approximately 4,835 square feet of land (0.111 acre), more or less, located off Madison Avenue and being a portion of the property designated as City Tax Map Parcel 3-95, shown as Parcel X on the attached Plat made by Draper Aden Associates, dated April 11, 2011, attached hereto and made a part hereof.

II. TERMS AND CONDITIONS

The City's obligations under this Agreement are expressly contingent upon all of the following conditions being met:

- (a) 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.
- (b) City's receipt of the results of an environmental review by City staff, and if deemed necessary 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 such other testing and reports as may be reasonably required by City or recommended in the Phase I Report. Such Phase I Report may include the results of testing for any underground or aboveground storage tanks located on the Property.
- (c) City shall deliver (by facsimile mail, electronic mail or first class mail) to LeBeau a proposed Deed of Exchange for review at least ten (10) days prior to Closing.
- (d) City's agreement to convey the Property shall be submitted to the Charlottesville City Council for approval by ordinance. If City Council rejects the terms of the exchange of these lands, for whatever reason, this agreement shall be null and void and each party shall be relieved of all obligations under this agreement.
- (e) LeBeau and City agree to sign the above-referenced Minor Division plats prepared by the City, attached hereto, as their respective interests appear.

Each of the foregoing conditions is, and is intended by each of the parties to be, a condition

precedent to the obligation of either party to proceed to Closing. City or LeBeau may elect not to proceed to Closing, without liability or penalty, if one or more of the above-referenced contingencies and/or conditions are not fulfilled to their satisfaction, which approval will not be unreasonably withheld, by delivering written notice to the other party.

III. CLOSING

- (a) Closing will take place in the Office of the City Attorney in City Hall (605 E. Main Street, Charlottesville, Virginia) within ninety (90) days of City Council approval, or as soon thereafter as all conditions of Section II of this agreement have been met to the satisfaction of both parties.
- (b) Upon satisfaction of all of the terms and conditions of this Agreement, the City and LeBeau shall execute a General Warranty Deed containing English Covenants of Title and such deed shall convey marketable fee simple title to the River Court Property to the City, and the Madison Avenue Property to LeBeau, free and clear of any and all encumbrances, subject only to standard permitted exceptions and existing easements. Possession of the River Court Property shall be delivered to the City, and possession of the Madison Avenue Property shall be delivered to LeBeau, as of the date of Closing.
- (c) At the Closing, City and LeBeau shall examine all documents reasonably requested by each party, including, without limitation, a W-9 form to certify the tax identification or Social Security number, and an Owner's Affidavit as to Mechanic's Liens and Possession reasonably acceptable to the City's and/or LeBeau's title company.
- (d) City's costs: Preparation of Deed of Exchange, W-9 form, Owner's Affidavit with respect to the Madison Avenue Property, and any other documents required hereunder. City is exempt from Grantor's tax and recordation taxes.
- (e) LeBeau's costs: Review of documents by an attorney of his choice, title insurance examination and premium with respect to the Madison Avenue Property, and Grantor's tax with respect to the River Court Property.

IV. OTHER TERMS

This agreement is further contingent upon the following:

- (a) LeBeau shall pay any and all real estate taxes accrued and/or due on the River Court Property up to and through the date of Closing. Prior to Closing, LeBeau shall pay all deferred taxes, penalties and interest, if any, existing, owed or outstanding with respect to the River Court Property. The Madison Avenue Property is exempt from taxation up to and through the date of Closing, and LeBeau shall be responsible for real estate taxes due on said property after Closing.

- (b) From the date of this Agreement through Closing, risk of loss or damage to the subject Properties by fire, windstorm, casualty or other cause is assumed by the owners of said Properties. From the date of this Agreement neither party shall not commit, or suffer any other person or entity to commit, any waste or damage to the subject Properties or any appurtenances thereto. From the date of this Agreement, neither party shall permit the manufacture, use, storage or disposal of hazardous wastes and/or toxic substances on or in the subject Properties or in or near any adjoining waterways or drainage ditches.
- (c) No transfer or assignment of any rights or obligations hereunder shall be made by anyone having an interest herein, without the advance written consent of all other persons or entities having an interest herein.
- (d) This agreement shall be governed and interpreted by the laws of the Commonwealth of Virginia.
- (e) This agreement is binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.
- (f) 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.

[This space intentionally left blank]

SIGNATURE PAGE

BY: s/ Samuel W. LeBeau
SAMUEL W. LEBEAU

Date signed: 6/8/2011

CITY OF CHARLOTTESVILLE, VIRGINIA

By: s/ Maurice Jones
Maurice Jones, City Manager

Date signed: 6/14/2011

Approved as to Form:

s/ Francesca Fornari
Francesca Fornari, Asst. City Attorney

**AN ORDINANCE
AUTHORIZING THE CONVEYANCE OF
CITY-OWNED PROPERTY ON ELLIOTT AVENUE
TO HABITAT FOR HUMANITY**

WHEREAS, the City of Charlottesville is the owner of property currently designated as Parcel 266C on City Real Property Tax Map 29, a portion of which is identified as Residue Lot D on the attached subdivision plat dated October 11, 2010, revised October 20, 2010 (hereinafter the "Property"); and

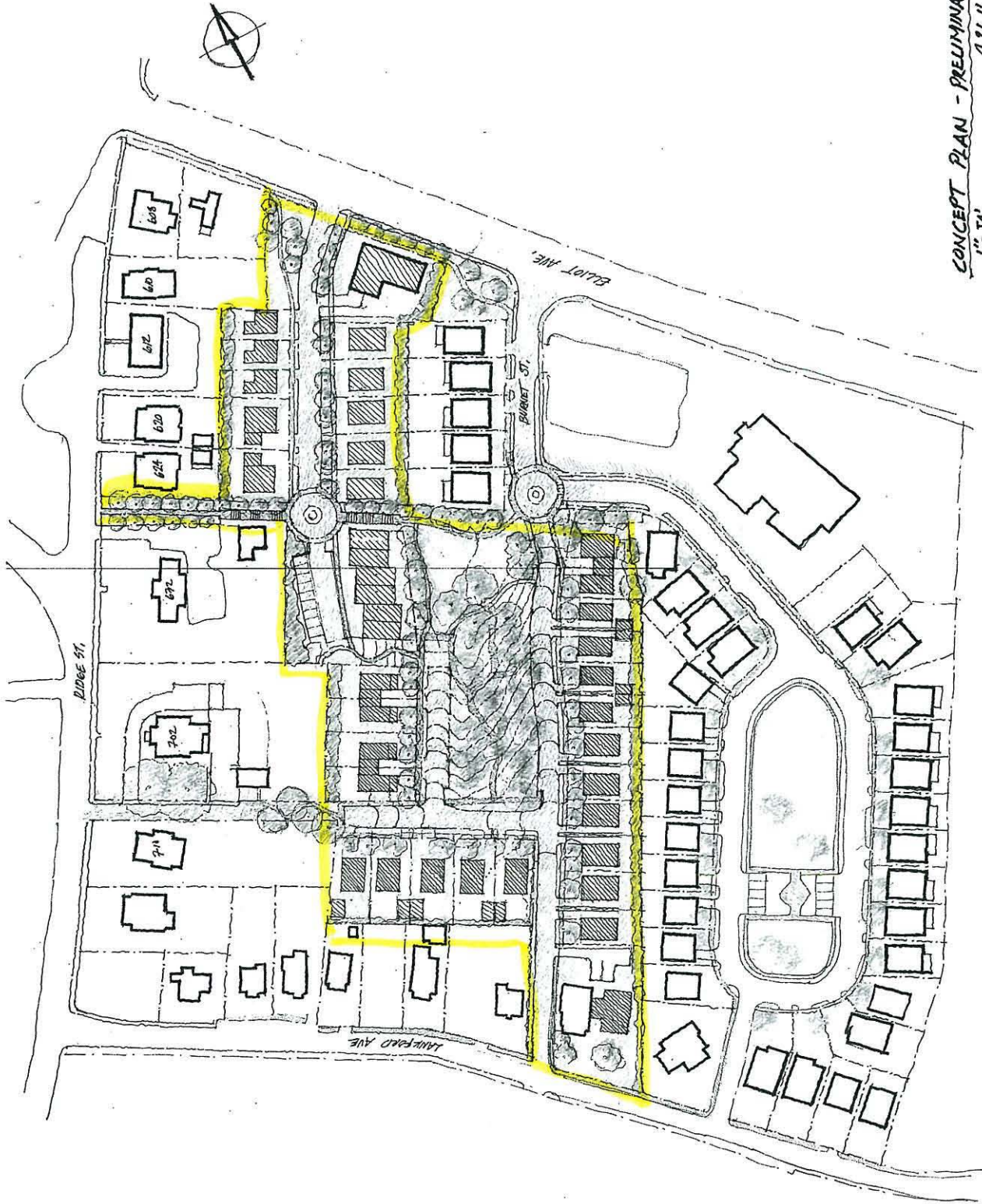
WHEREAS, Greater Charlottesville Habitat for Humanity, Inc. ("Habitat") wishes to acquire the Property in order to partner with Southern Development Group. in the development of a residential subdivision, which will include the construction of seven (7) affordable housing units; and

WHEREAS, the sale of the Property will fulfill certain elements of City Council's Strategic Plan (Quality Housing Opportunities); and

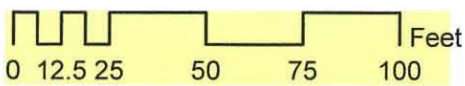
WHEREAS, in accordance with Virginia Code Section 15.2-1800(B), a public hearing was held on July 5, 2011 to give the public an opportunity to comment on the proposed conveyance of the City property as requested by Habitat; and,

WHEREAS, the City Engineer, the Department of Neighborhood Development Services and the Public Utilities Manager have reviewed the proposed conveyance and have no objection thereto;

NOW, THEREFORE, BE IT ORDAINED by the Council for the City of Charlottesville, Virginia that the Mayor is authorized to execute a deed of gift, in form approved by the City Attorney, to transfer said Property, designated on the attached subdivision plat as Residue Lot D (a portion of existing Parcel 266C on 2011 City Tax Map 29), being approximately 31,798.67 square feet in area, to Greater Charlottesville Habitat for Humanity, Inc. Prior to the transfer of the Property, a Memorandum of Intent among the City, Habitat, and Southern Development Group, shall be executed, incorporating terms substantially similar to those outlined in the staff memo presented to Council with this ordinance. The City Attorney is hereby authorized to take whatever steps are necessary to effect the closing of said property conveyance.



CONCEPT PLAN - PRELIMINARY
1" = 30'
4.21.11



PARCEL SQUARE FOOTAGE

**AN ORDINANCE
AMENDING AND REORDAINING SECTIONS 34-280 AND 34-309
OF CHAPTER 34 (ZONING) RELATING TO
THE VALIDITY PERIOD OF CERTIFICATES OF APPROPRIATENESS**

BE IT ORDAINED by the Council for the City of Charlottesville, Virginia that Sections 34-280 and 34-309 of Article II (Overlay Districts) of Chapter 34 (Zoning) of the Code of the City of Charlottesville, Virginia, are hereby amended and reordained, as follows:

**CHAPTER 34. ZONING
Article II. Overlay Districts**

Division 2. Historical Preservation and Architectural Design Control Overlay Districts

...

Sec. 34-280. Validity of certificates of appropriateness.

~~(a) Once issued, a certificate of appropriateness shall expire and become void one (1) year after issuance, unless within that time period one (1) of the following has occurred:~~

- ~~(1) Issuance of a building permit for construction of the improvements or activities which are the subject of the certificate, or in cases where no building permit is required, construction of the improvements or the activities which are the subject of the certificate has substantially commenced.~~
- ~~(2) For reasonable cause, either the director of neighborhood development services or the BAR may extend the validity of any such certificate for a period not to exceed one (1) year.~~

(a) The validity period of a certificate of appropriateness shall be as follows:

- (1) A certificate of appropriateness associated with a project for which a valid site plan is not required shall expire and become void eighteen (18) months from the date of approval by the board of architectural review, unless a building permit to construct the authorized improvements or activities has been issued; or, if no building permit is required, unless construction of the authorized improvements or activities has substantially commenced.
- (2) The validity period of a certificate of appropriateness associated with a project for which a valid site plan is required shall be consistent with that of the approved preliminary and final site plan pursuant to sections 34-822 and 34-825, except a certificate of appropriateness shall expire and become void eighteen (18) months from the date of approval by the board of architectural review if preliminary site plan approval has not been granted, or upon revocation of an approved preliminary site plan or expiration of an approved final site plan.

- (3) Prior to the expiration of a certificate of appropriateness, upon written request and for reasonable cause, the director of neighborhood development services or the BAR may extend the validity of any such certificate for a period not to exceed one (1) year.

(b) The issuance of a certificate of appropriateness shall not, in and of itself, authorize any construction, reconstruction, alteration, repair, demolition, or other improvements or activities requiring a building permit. Where a building permit is required, no activity authorized by a certificate of appropriateness shall be lawful unless conducted in accordance with the required building permit and all applicable building code requirements.

...

Division 3. Entrance Corridor Overlay Districts

Sec. 34-309. Certificates of appropriateness.

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

~~(f) Once issued, a certificate of appropriateness shall expire and become void one (1) year after issuance, unless within that time period one (1) of the following has occurred:~~

- ~~(1) Issuance of a building permit for construction of the improvements or activities which are the subject of the certificate, or in cases where no building permit is required, construction of the improvements or the activities which are the subject of the certificate has substantially commenced.~~
- ~~(2) For reasonable cause, either the director of neighborhood development services or the ERB may extend the validity of any such certificate for a period not to exceed one (1) year.~~

(f) The validity period of a certificate of appropriateness shall be as follows:

- (1) A certificate of appropriateness associated with a project for which a valid site plan is not required shall expire and become void eighteen (18) months from the date of approval by the entrance corridor review board, unless a building permit to construct the authorized improvements or activities has been issued; or, if no building permit is required, unless construction of the authorized improvements or activities has substantially commenced.
- (2) The validity period of a certificate of appropriateness associated with a project for which a valid site plan is required shall be consistent with that of the approved preliminary and final site plan pursuant to sections 34-822 and 34-825, except a certificate of appropriateness shall expire and become void eighteen (18) months from the date of approval by the entrance corridor review board if preliminary site

plan approval has not been granted, or upon revocation of an approved preliminary site plan or expiration of an approved final site plan.

- (3) Prior to the expiration of a certificate of appropriateness, upon written request and for reasonable cause, the director of neighborhood development services or the entrance corridor review board may extend the validity of any such certificate for a period not to exceed one (1) year.

Division 5. Historic Conservation Overlay Districts

...

Sec. 34-344. Validity of certificates of appropriateness.

The same requirements and procedures specified in section 34-280 shall apply.