CITY COUNCIL AGENDA
June 15, 2015

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* (City Manager's annual performance evaluation)
CALL TO ORDER **PLEDGE OF ALLEGIANCE** **ROLL CALL**	*Council Chambers*
AWARDS/RECOGNITIONS **ANNOUNCEMENTS**	
MATTERS BY THE PUBLIC	Public comment permitted for the first 12 speakers who sign up before the meeting (limit 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 consent agenda will be considered at the end of the regular agenda.)

a. Minutes for June 1
b. APPROPRIATION: Domestic Violence Services Coordinator Grant – $44,876 (2nd of 2 readings)
c. APPROPRIATION: Revenue Sharing for Sidewalk Construction – Appropriate & Transfer $350,000 (1st of 2 readings)
d. RESOLUTION: Longwood Drive PUD Recommendation (1st of 1 reading)
e. RESOLUTION: Naylor St. Sidewalk Waiver (1st of 1 reading)
f. RESOLUTION: Affordable Dwelling Unit Ordinance Standard Operating Procedures/Regulations Revision (1st of 1 reading)
g. RESOLUTION: Funds Transfer to Smith Aquatic & Fitness Center Account – $150,000 (1st of 1 reading)
h. ORDINANCE: Sidewalk Provision (VA Code update) (2nd of 2 readings)
i. ORDINANCE: Affordable Dwelling Unit Revised Definition (2nd of 2 readings)

2. PUBLIC HEARING / RESOLUTION* Four Party Agreement (1st of 1 reading)

3. PUBLIC HEARING / RESOLUTION* CACVB/Transit Lease Renewals (1st of 1 reading)

4. RESOLUTION* West Main Street Zoning Initiation (1st of 1 reading)

5. ORDINANCE* William Taylor Plaza Planned Unit Development Amendment (1st of 2 readings)

6. ORDINANCE* Development Code Changes for Application Review Process (1st of 2 readings)

7. REPORT* Funding for CRHA Positions (1st of 1 reading)

OTHER BUSINESS

MATTERS BY THE PUBLIC

COUNCIL RESPONSE TO MATTERS BY THE PUBLIC

*ACTION NEEDED

Persons with disabilities may request reasonable accommodations by contacting ada@charlottesville.org or (434)970-3182.

GUIDELINES FOR PUBLIC COMMENT

We welcome public comment;
it is an important part of our meeting.

Time is reserved near the beginning and at the end of each regular City Council meeting for Matters by the Public.

Please follow these guidelines for public comment:

- If you are here to speak for a **Public Hearing**, please wait to speak on the matter until the report for that item has been presented and the Public Hearing has been opened.

- Each speaker has **3 minutes** to speak. Please give your name and address before beginning your remarks.

- Please **do not interrupt speakers**, whether or not you agree with them.

- Please **refrain from using obscenities**.

- If you cannot follow these guidelines, you will be escorted from City Council Chambers and not permitted to reenter.

Persons with disabilities may request reasonable accommodations by contacting ada@charlottesville.org or (434)970-3182.

CITY OF CHARLOTTESVILLE, VIRGINIA.
CITY COUNCIL AGENDA.

Agenda Date:	June 1, 2015
Action Required*:*	Approval and Appropriation
Presenter:	Areshini Pather, Commonwealth Attorney's Office
Staff Contacts:	Areshini Pather, Commonwealth Attorney's Office Leslie Beauregard, Director, Budget and Performance Management
Title:	**Domestic Violence Services Coordinator Grant - $44,876**

Background: The City of Charlottesville has been awarded $38,336 from the Department of Criminal Justice Services for the Charlottesville/Albemarle Domestic Violence Community Services Coordinator in the City's Commonwealth's Attorney's Office. There is a local match requirement, which will be met by a combination of $6,540 cash and $8,121 in-kind match, for a total of $14,661 match.

Discussion: The Domestic Violence Coordinator position assists in the efficient delivery of services and access to the court process for the victims of domestic violence in both Charlottesville and Albemarle County by helping in the preparation of domestic violence cases for prosecution and by assisting victims in obtaining protective orders. The Coordinator serves as a case manager on behalf of victims in relation to their interactions with community agencies that deliver needed services such as shelter, civil legal assistance, and counseling. No other person in local government fills this specific function on behalf of victims of domestic violence.

Community Engagement: The Domestic Violence Coordinator is a direct service provider and is engaged daily with victims of domestic violence and stalking who access services through referrals from police, court services, social services and other allied agencies. The Coordinator serves on several coordinating councils, the Albemarle/Charlottesville Domestic Violence Council, the Monticello Area Domestic Violence Fatality Review Team, and the Charlottesville/Albemarle Evidence Based Decision Making Policy Team.

Alignment with City Council's Vision and Strategic Plan:
Approval of this agenda item aligns directly with Council's vision for Charlottesville to be **America's Healthiest City** and contributes to their priority to: *Provide a comprehensive support system for children.* The Domestic Violence Coordinator contributes to the health and safety of the community by connecting victims of domestic violence and their children to service providers for emergency shelter, medical and mental health services, housing resources, legal assistance and other services.

Budgetary Impact: This grant requires a minimum local match of $14,661. The City's Commonwealth Attorney's Office will provide $540 cash match, and an in-kind match of $4,121 for time donated to the program and office expenses. Albemarle County is to contribute $6,000 cash as part of their match, and an in-kind match of $4,000 for time donated to the program. The total anticipated cash and in-kind match of $14,661 is sufficient to meet the minimum requirement.

Recommendation: Approval and appropriation.

Alternatives: In the event that the grant is not funded or that the funds are not appropriated, this position will cease to exist, as there are no other funds to support it.

APPROPRIATION

Domestic Violence Services Coordinator Grant

$44,876

WHEREAS, The City of Charlottesville, through the Commonwealth Attorney's Office, has received the Domestic Violence Services Coordinator Grant from the Virginia Department of Criminal Justice Services in the amount of $38,336 in Federal pass-thru funds, Albemarle County is to contribute an additional $6,000 in local cash match, and the City Commonwealth Attorney's Office will contribute up to $540 cash match, as needed to meet salary and benefit expenses.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the sum of $44,876 is hereby appropriated in the following manner:

Revenues

$38,336	Fund: 209	Cost Center: 1414002000	G/L Account: 430120
$ 6,000	Fund: 209	Cost Center: 1414002000	G/L Account: 432030
$ 540	Fund: 209	Cost Center: 1414002000	G/L Account: 498010

Expenditures

$44,876	Fund: 209	Cost Center: 1414002000	G/L Account: 519999

Transfer

$ 540	Fund: 105	Cost Center: 1401001000	G/L Account: 561209

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of $38,336 from the Virginia Department of Criminal Justice Services, and $6,000 from the County of Albemarle, Virginia.

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA

Agenda Date:	June 15, 2015
Action Required:	Approve Appropriation & Transfer of Funds
Staff Contacts:	Jeanette Janiczek, UCI Program Manager of NDS
Presenter:	Jeanette Janiczek, UCI Program Manager of NDS
Title:	Revenue Sharing for Sidewalk Construction – Appropriate $350,000 & Transfer $350,000

Background: On June 20th, 2012, the Commonwealth Transportation Board awarded $500,000 in state funds to match the City's $500,000 local match to construct sidewalks throughout the City. Charlottesville City Council authorized and supported the application by a resolution approved on October 17, 2011.

In the October 17th resolution, City Council authorized "that any matching funds be taken from the Capital Improvement Fund." City Council authorized a transfer of $100,000 from various CIP funds on October 1, 2012 for staff to begin design/creating plans/environmental work. $100,000 in state funding was also appropriated. Another $100,000 was appropriated and transferred on July 15, 2013.

Discussion: The remaining $700,000 in funding is now being requested to fully fund the project for construction. Seven locations were selected from the Planning Commission and City Council's approved 2011 Sidewalk Priority List as being well suited for the Revenue Sharing program as most improvements could be constructed within the City's existing public right of way:

STREET	SIDE OF ROAD	START	END	LENGTH	SCHOOL DIST	SIDEWALK ON OTHER SIDE?	FUNCTIONAL CLASSIFICATION
Belleview Avenue	SW	#1304	River Rd	1100	Burnley-Moran	No	L
Franklin Street	West	Market Street	RR	365	Burnley-Moran	No	L
Harris Rd	North	121 Harris Rd	Moseley Dr	825	Jackson-VIA	Yes	C
Montrose Avenue	South	Monticello Ave	Monticello Rd	450	Clark	No	L

Tarleton Drive	SW	Greenbrier Dr	Banbury St	3000	Greenbrier/CHS	No	L
Northwood & Nelson	SE	Northwood Ave	Nelson Ave	550	Burnley-Moran	Yes	L
Cabell Avenue	NW	Burnley Ave	#823	450	Venable	No	L

Staff is requesting $150,000 be transferred from New Sidewalks CIP Fund (P-00335), $100,000 be transferred from JPA Bridge (P-00212) and $100,000 be transferred from McIntire Road Extended (P-00339) to provide the necessary local match to appropriate an additional $350,000 in state funds.

Community Engagement: The 2011 Sidewalk Priority List was created through various stakeholder meetings; a public hearing held by the Planning Commission on February 8, 2011; and City Council's resolution dated March 7, 2011.

Alignment with City Council's Vision and Strategic Plan: Approval of this agenda item will improve the City's commitment to create "a connected community" and "America's healthiest city" by expanding our sidewalk network to encourage multimodal alternatives and a place for our citizens to walk.

Budgetary Impact: Funds being transferred were previously approved during the CIP process and funds being appropriated will be reimbursed by the state.

On-going maintenance will be required once improvements are constructed.

Recommendation: Staff recommends appropriation and transfer of the funds.

Alternatives: City Council can recommend different amounts of funding from different accounts be transferred.

Attachment: October 17, 2011 City Council Resolution
October 1, 2012 City Council Appropriation
July 15, 2013 City Council Appropriation

APPROPRIATION

Revenue Sharing for Sidewalk Construction

$350,000

Transfer of Funds for Sidewalk Construction

$350,000

WHEREAS, a total of $350,000 in state funds for the Revenue Sharing Program requires appropriation;

WHEREAS, a total of $350,000 in matching city funds for the Revenue Sharing Program requires transfers from existing CIP accounts.;

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

Revenues

$ 350,000	Fund: 426	WBS: P-00737	G/L Account: 430080

Expenditures

$ 350,000	Fund: 426	WBS: P-00737	G/L Account: 599999

BE IT FURTHER RESOLVED, that the following is hereby transferred in the following manner:

Transfer From

$ 150,000	Fund: 427	WBS: P-00335	G/L Account: 561426
$ 100,000	Fund: 427	WBS: P-00212	G/L Account: 561426
$ 100,000	Fund: 427	WBS: P-00339	G/L Account: 561426

Transfer To

$ 350,000	Fund: 426	WBS: P-00737	G/L Account: 498010
$ **350,000**	Fund: 426	WBS: P-00737	G/L Account: 599999

Resolution

BE IT RESOLVED, that the City Council of the City of Charlottesville hereby supports an application for an allocation of $500,000 from the Virginia Department of Transportation Revenue Sharing Program for sidewalk improvements and that any matching funds be taken from the Capital Improvement Fund; and that the City Manager be authorized to execute project administration documents for the application.

Approved by Council
October 17, 2011

Clerk of Council

APPROPRIATION

Revenue Sharing Program - $200,000

WHEREAS, a total of $100,000 in state funds for the Revenue Sharing Program requires appropriation;

WHEREAS, a total of $100,000 in city funds for the Revenue Sharing Program requires transferring;

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

Revenues

$ 100,000	Fund: 426	WBS: P-00737	G/L Account: 430080

Expenditures

$ 100,000	Fund: 426	WBS: P-00737	G/L Account: 599999

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

$ 4,891.56	Fund: 425	WBS: P-00539	G/L Account: 561426
$ 7,726.00	Fund: 425	WBS: P-00585	G/L Account: 561426
$ 29,708.89	Fund: 425	WBS: P-00438	G/L Account: 561426
$ 18,769.07	Fund: 427	WBS: P-00508	G/L Account: 561426
$ 38,904.48	Fund: 426	WBS: CP-082	G/L Account: 599999

Transfer To

$100,000.00	Fund: 426	WBS: P-00737	G/L Account: 599999
$ 42,326.45	Fund: 426	WBS: P-00737	G/L Account: 498010
$ 18,769.07	Fund: 426	WBS: P-00737	G/L Account: 498010

Approved by Council
October 1, 2012

Paige Barfield

Clerk of Council

APPROPRIATION
Revenue Sharing Program - $100,000

WHEREAS, a total of $50,000 in state funds for the Revenue Sharing Program requires appropriation;

WHEREAS, a total of $50,000 in matching city funds for the Revenue Sharing Program requires transferring;

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

Revenues

$ 50,000	Fund: 426	WBS: P-00737	G/L Account: 430080

Expenditures

$ 50,000	Fund: 426	WBS: P-00737	G/L Account: 599999

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

$ 50,000	Fund: 427	WBS: P-00335	G/L Account: 561426

Transfer To

$ 50,000	Fund: 426	WBS: P-00737	G/L Account: 498010
$ 50,000	Fund: 426	WBS: P-00737	G/L Account: 599999

Approved by Council
July 15, 2013

Clerk of Council

CITY OF CHARLOTTESVILLE, VIRGINIA

CITY COUNCIL AGENDA

Agenda Date:	June 15, 2015
Action Required:	Ordinance Adoption
Presenter:	Matthew Alfele, City Planner, Neighborhood Development Services
Staff Contacts:	Matthew Alfele, City Planner, Neighborhood Development Services
Title:	**ZM15-00001 Longwood Drive Planned Unit Development Amendment**

Background:

Richard Spurzem of Neighborhood Properties LLC, has submitted an application for a rezoning to amend the proffers and the concept plan of the Longwood Drive Planned Unit Development. The proposed changes to the proffer statement would permit the applicant to make a Ten thousand dollars ($10,000) donation to the City of Charlottesville's Affordable Housing Fund.

The applicant has amended the concept plan originally approved July 20, 2009 to expand by 0.20 acres. The expansion would be used to build five (5) townhomes, additional parking, and open space.

The applicant has made alterations to the Longwood Drive Planned Unit Development Amendment from what was reviewed by the Planning Commission and commented on by the public at the May 12, 2015 joint public hearing. Staff and the City Attorney's office deem the changes are sufficiently different from the plan that was the subject of the public hearing to warrant additional review and comment by the public and the Planning Commission under Sec 34-43(b).

Discussion:

The Planning Commission discussed this matter at their May 12, 2015 meeting.

The topics of discussion that the Commission focused on were:

- The Commission has reservations about adding an addition to a Planned Unit Development before the original is finished. Commissioners noted that three story

townhomes with garages are not harmonious with the character of Harris Road or enhance the street live or pedestrian experience.

- Present City Councilors discussed affordable housing and fulfillment of the Longwood Drive Planned Unit Development proffers.
- On June 2, 2015 the applicant submitted a revised Development Plan.

Alignment with City Council's Vision Areas and Strategic Plan:

The City Council Vision of Quality Housing Opportunities for all states that "Our neighborhoods retain a core historic fabric while offering housing that is affordable and attainable for people of all income levels, racial backgrounds, life states, and abilities."

The project contributes to Goal 1 of the Strategic Plan, Enhance the self-sufficiency of our residents, and objective 1.3, increase affordable housing options.

Community Engagement:

The Planning Commission held a joint public hearing with City Council on this matter at their meeting on May 12, 2015. Several members of the public expressed opposition for the project for the following reasons:

- More townhomes will create additional parking problems.
- New townhomes built so close to the back of existing homes will create safety concerns.
- New townhomes could create additional drainage problems for the existing homes.

On April 8, 2015 the Fry's Spring Neighborhood Association held a meeting where the Longwood Drive Planned Unit Development amendment was discussed. An NDS staff member and a representative for the applicant were on hand. The neighborhood association expressed the following concerns:

- Responsibility for maintenance of the pervious pavers.
- How the affordable units could be used
- ADA compliance of any crosswalk on Longwood Drive
- Why the development should be expanded to the north before the southern end is finished.

Budgetary Impact:

This has no impact on the General Fund.

Recommendation:

The Commission took the following action:

Mr. Santoski moved to recommend denial of this application to amend the concept plan for the Longwood Drive Planned Unit Development with amended proffers, on the basis that the proposal would not serve the interests of the general public welfare and good zoning practice.

Ms. Green seconded the motion. The Commission voted 5-0 to recommend denial of the rezoning application to amend the Longwood Drive Planned Unit Development.

Alternatives:

We recommend that city council should take the following action:

By resolution, refer this application back to the planning commission for its recommendations.

Attachment:
Proposed Resolution
Revised Development Plan submitted on June 2, 2015 following the May 12, 2015 joint public hearing
Staff Report dated April 24, 2015

RESOLUTION

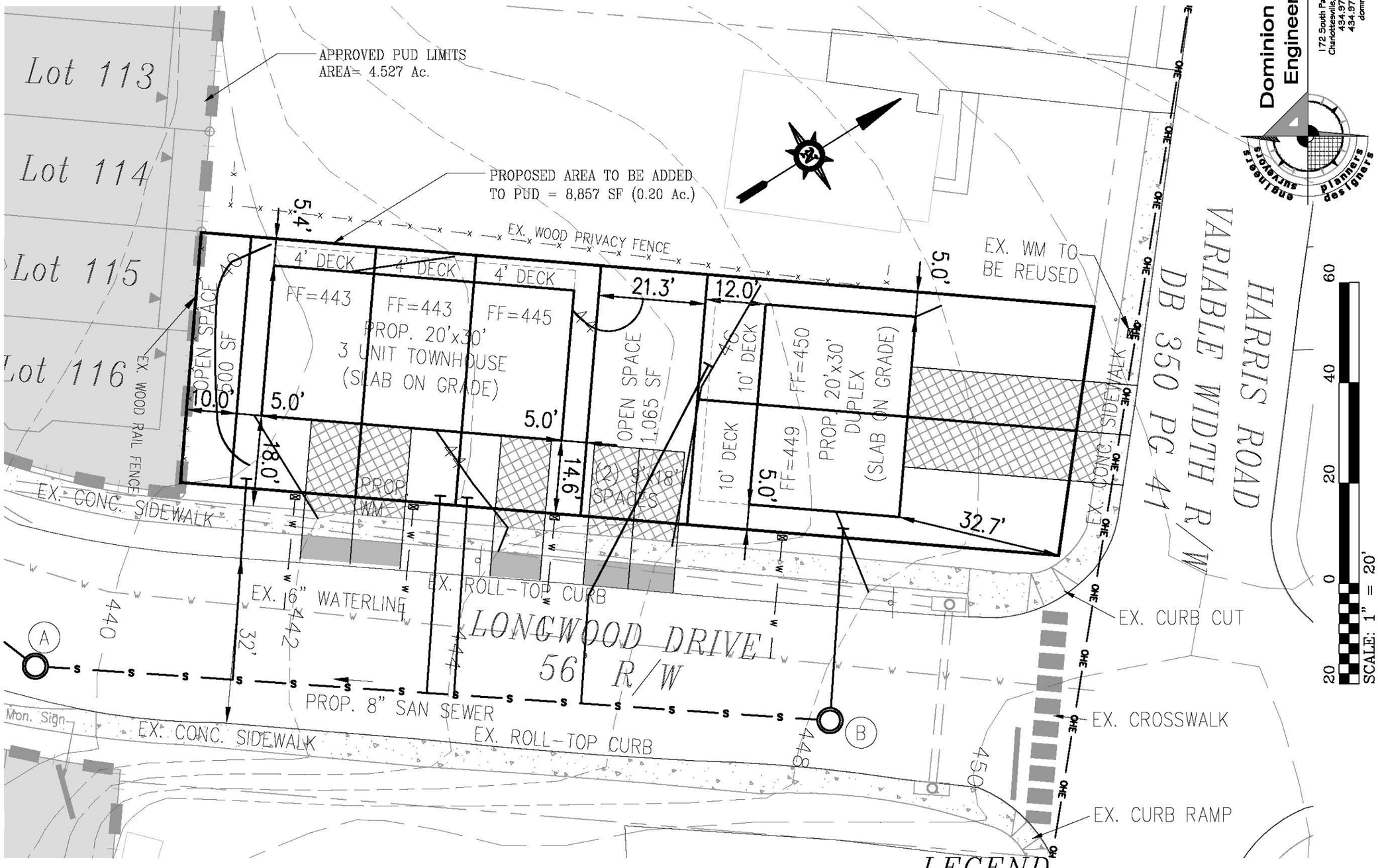
REFERRING ZM15-00001 (PROPOSED AMENDMENT TO THE LONGWOOD DRIVE PUD BACK TO THE PLANNING COMMISSION FOR FURTHER REVIEW

WHEREAS, following the joint public hearing conducted by the planning commission and city council on May 12, 2015 for ZM15-001, the applicant submitted a revised PUD plan dated June 2, 2015; and

WHEREAS, the revised PUD plan is sufficiently different than the one previously reviewed by the planning commission, that this council concurs with staff that the commission and the public should have an additional opportunity to review and comment upon the changed plan, which increases open space and reorients units fronting on Harris Street;

NOW, THEREFORE, BE IT RESOLVED THAT ZM15-0001, with the revised PUD plan dated June 2, 2015, is hereby referred to the planning commission for additional public hearing and for its recommendations.

Old Layout



SITE PLAN
SCALE: 1" = 20'

LEGEND

NEW CONCRETE DRIVEWAY APRON

NEW PERVIOUS PAVEMENT

Dominion Engineering
172 South Pantops Drive
Charlottesville, VA 22911
434.979.8121 (p)
434.979.1621 (f)
dominioneng.com
engineers surveyors planners designers

EXHIBIT FOR
LONGWOOD DRIVE PUD
CITY OF CHARLOTTESVILLE, VIRGINIA
SHEET: 1 OF 1
SCALE: 1"=20'
FILE: 14.0112-LONGWOOD-B.dwg
DATE: MARCH 24, 2015

New Layout

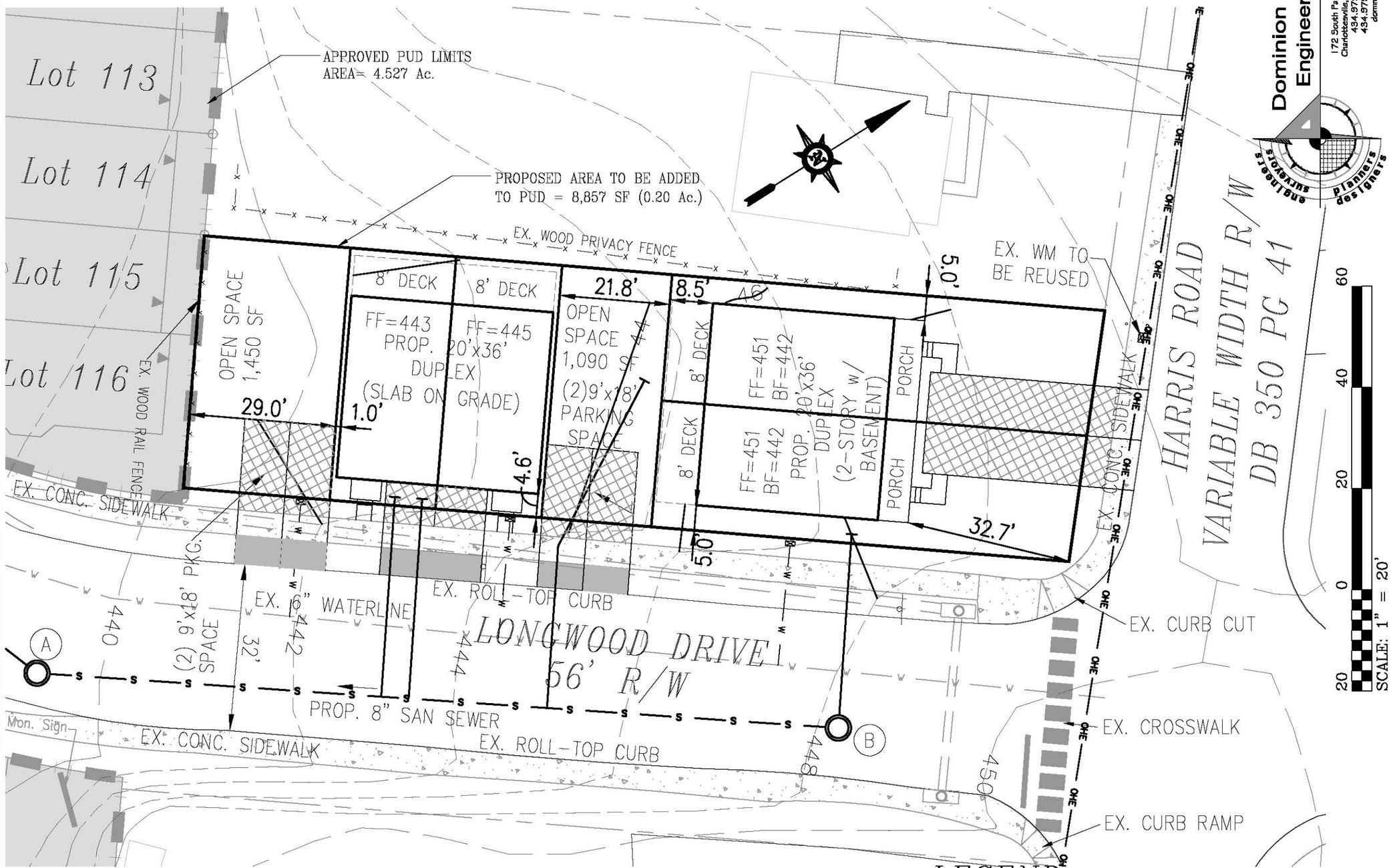


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EXHIBIT FOR
LONGWOOD DRIVE PUD
CITY OF CHARLOTTESVILLE, VIRGINIA
SHEET: 1 OF 1
SCALE: 1"=20'
FILE: 14.0112-LONGWOOD-B.dwg
DATE: MARCH 24, 2015
REV: 05/29/15


Harris Rd
Harris Rd

CITY OF CHARLOTTESVILLE

DEPARTMENT OF NEIGHBORHOOD DEVELOPMENT SERVICES
STAFF REPORT

APPLICATION FOR REZONING OF PROPERTY

JOINT CITY COUNCIL AND PLANNING COMMISSION PUBLIC HEARING

DATE OF HEARING: May 12, 2015
APPLICATION NUMBER: ZM15-00001

Project Planner: Matt Alfele
Date of Staff Report: April 24, 2015

Applicant: Richard Spurzem, agent for Neighborhood Investments, LLC
Applicants Representative: Michael Myers, P.E.
Current Property Owner: Neighborhood Investments, LLC

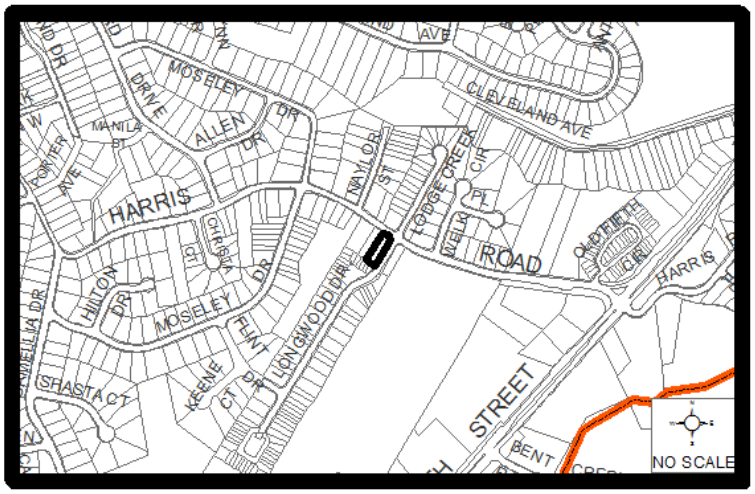
Application Information

Property Street Address: 408 Harris Road
Tax Map/Parcel #: Tax Map 21A, Parcels 104
Total Square Footage/ Acreage Site: 0.20 acres or 8,712 square feet
Comprehensive Plan (Land Use Plan): Low Density Residential
Current Zoning Classification: R-2

Applicant's Request

The applicant has requested to amend the July 20, 2009 Development Plan for the Longwood PUD. The applicant owns Tax Map 21A, Parcel 104 (408 Harris Road) which abuts the existing Longwood development to the North and has frontage on Longwood Drive and Harris Road. The applicant proposes to expand the existing Longwood development onto this parcel and add five (5) townhomes, additional parking, and open space.

Vicinity Map



Rezoning Standard of Review

Sec. 34-42. - Commission study and action.

a. All proposed amendments shall be reviewed by the planning commission. The planning commission shall review and study each proposed amendment to determine:
    1. Whether the proposed amendment conforms to the general guidelines and policies contained in the comprehensive plan;
    2. Whether the proposed amendment will further the purposes of this chapter and the general welfare of the entire community;
    3. Whether there is a need and justification for the change; and
    4. When pertaining to a change in the zoning district classification of property, the effect of the proposed change, if any, on the property itself, on surrounding property, and on public services and facilities. In addition, the commission shall consider the appropriateness of the property for inclusion within the proposed zoning district, relating to the purposes set forth at the beginning of the proposed district classification.

b. Prior to making any recommendation to the city council, the planning commission shall advertise and hold at least one (1) public hearing on a proposed amendment. The planning commission may hold a joint public hearing with the city council.

c. The planning commission shall review the proposed amendment and shall report its findings and recommendations to the city council, along with any appropriate explanatory materials, within one hundred (100) days after the proposed amendment was referred to the commission for review. Petitions shall be deemed referred to the commission as of the date of the first planning commission meeting following the acceptance of the petition by the director of neighborhood development services.

Failure of the commission to report to city council within the one hundred-day period shall be deemed a recommendation of approval, unless the petition is withdrawn. In the event of and upon such withdrawal, processing of the proposed amendment shall cease without further action.

Planned Unit Development Standard of Review

Sec. 34-490. - In reviewing an application for approval of a planned unit development (PUD) or an application seeking amendment of an approved PUD, in addition to the general considerations applicable to any rezoning the city council and planning commission shall consider whether the application satisfies the following objectives of a PUD district:

1. To encourage developments of equal or higher quality than otherwise required by the strict application of zoning district regulations that would otherwise govern;
2. To encourage innovative arrangements of buildings and open spaces to provide efficient, attractive, flexible and environmentally sensitive design.
3. To promote a variety of housing types, or, within a development containing only a single housing type, to promote the inclusion of houses of various sizes;
4. To encourage the clustering of single-family dwellings for more efficient use of land and preservation of open space;
5. To provide for developments designed to function as cohesive, unified projects;
6. To ensure that a development will be harmonious with the existing uses and character of adjacent property, and/or consistent with patterns of development noted with respect to such adjacent property;
7. To ensure preservation of cultural features, scenic assets and natural features such as trees, streams and topography;
8. To provide for coordination of architectural styles internally within the development as well as in relation to adjacent properties along the perimeter of the development; and
9. To provide for coordinated linkages among internal buildings and uses, and external connections, at a scale appropriate to the development and adjacent neighborhoods;
10. To facilitate access to the development by public transit services or other single-vehicle-alternative services, including, without limitation, public pedestrian systems.

Analysis

1. **Below are areas where the development complies with the Comprehensive Plan**
   This area of the City has been identified for Low Density Residential as found on the Charlottesville Land Use Map and outlined in Goal 2 under the Land Use Section of the 2013 Comprehensive Plan.
   a. **Housing**

8.3: Encourage housing development where increased density is desirable and strive to coordinate those areas with stronger access to employment opportunities, transit routes and commercial services.

8.5: Promote redevelopment and infill development that supports bicycle and pedestrian-oriented infrastructure and robust public transportation to better connect residents to jobs and commercial activity.

b. Historic Preservation & Urban Design

7.11: Encourage retaining and replenishing shade trees, particularly large trees where possible, in all neighborhoods as we strive to make the City more walkable.

2. <u>Below are areas where the development is inconsistent with the Comprehensive Plan</u>

The proposed addition to the Longwood Drive PUD would not create any additional affordable units.

a. Housing

3.1: Continue to work toward the City's goal of 15% supported affordable housing by 2025.

3.2: Incorporate affordable units throughout the City, recognizing that locating affordable units throughout the community benefits the whole City.

3.3: Achieve a mixture of incomes and uses in as many areas of the City as possible.

3.4: Encourage creation of new, onsite affordable housing as part of rezoning or residential special use permit applications.

3.5: Consider the range of affordability proposed in rezoning and special use permit applications, with emphasis on provision of affordable housing for those with the greatest need.

4.3: Promote long-term affordability of units by utilizing industry strategies and mechanisms, including deed restrictions and covenants for their initial sale and later resale and the use of community land trusts.

6.4: Encourage the creative uses of innovative housing through available opportunities, such as infill SUP and PUD.

7.1: To the greatest extent feasible, ensure affordable housing is aesthetically similar to market rate.

7.3: Encourage appropriate design so that new supported affordable units blend into existing neighborhoods, thus eliminating the stigma on both the area and residents.

The proposed addition to the Longwood Drive PUD would create two (2) additional curb cuts to Harris Road and additional curb cuts to Longwood Drive. The addition would also introduce garages to Harris Road which are uncommon.

b. Transportation

2.3: Improve walking and biking conditions by discouraging and/or minimizing curb cuts for driveways, garages, etc. in new development and redevelopment.

The proposed addition to the Longwood Drive PUD would introduce townhomes to Harris Road which is out of the architectural character of the road.

c. Historic Preservation & Urban Design

1.2: Promote Charlottesville's diverse architectural and cultural heritage by recognizing, respecting, and enhancing the distinct characteristics of each neighborhood.

3. Effect on Surrounding Properties and Public Facilities

The most significant change to the surrounding properties and public facilities would be the increased density from 0.20 acres of land zoned R-2 to five (5) townhomes with supporting parking. The lot directly to the west (Tax Map 21A Parcel 103) could be the most directly affected by the PUD expansion. The lot would be bordered on two sides by three (3) story townhomes. Added units to the existing PUD will also require additional public infrastructure support.

4. Proffers

The original proffer statement approved by City Council in 2009 is attached to the staff report. The applicant is requesting to amend this statement. The amendments are discussed below.

Proffer (1) Original: *A new pedestrian trail from Longwood Drive to Jackson Via Elementary School parking lot shall be provided substantially as shown on the attached concept plan. The provision of such trail shall be subject to the reasonable approval of the City School Board.*

Proffer (1) New: *Fulfilled.*

The applicant is stating they have fulfilled this proffer.

Proffer (3) Original: *Funding for improvements to the existing trails from Jackson Via Elementary School to the Rivanna Trail and Rivanna Trail area in floodway to the south of the PUD site will be provided to the City up to the amount of $20,000 within 6 months after site plan approval. Improvements to be so funded shall be commenced within 12*

months after the payment of such funding to the City and thereafter completed within a reasonable time.
Proffer (3) New: *Fulfilled*.
The applicant is stating they have fulfilled this proffer.

Proffer (6) Original: *The Owner will donate the sum of Fifty thousand dollars ($50,000.00) to the City of Charlottesville for its affordable housing fund.*
Proffer (6) New: *The Owner will donate the sum of Ten thousand dollars ($10,000.00) to the City of Charlottesville for its affordable housing fund.*
The applicant is stating they have fulfilled this proffer. The City received a check for Fifty thousand dollars ($50,000.00) on March 18, 2015 and was deposited March 20, 2015. The Ten thousand dollars ($10,000.00) would be a new donation connected to the PUD expansion.

Proffer (8) Original: *Owner agrees to make available for rent to households with Section 8 vouchers four rental units on Longwood Drive for a period of Five years after approval of the PUD application. Owner shall have the right to qualify any prospective tenants who occupy such units with Section 8 vouchers in accordance with Owner's customary tenant selection criteria for similar non-Section 8 units (aside from the income requirement).*
Proffer (8) New: *Fulfilled.*
The applicant is stating they have fulfilled this proffer.

5. Development Plan

The proposed amended Development Plan would increase the existing PUD by 0.20 acres, going from 4.53 acres to 4.73 acres to accommodate an additional five (5) townhomes. This addition would change the current 13.5 dwelling units per acre (DUA) to 13.9 DUA. Two thousand (1,565) square feet of open space and seven (7) parking spaces are also elements that have been added to the amended Development Plan.

6. Questions for the Planning Commission to Discuss

- **Is the intersection of Harris Road and Longwood Drive the appropriate location for higher density residential units?**
  The applicant has turned the two (2) end townhomes to front on Harris Road. This new configuration requires a new curb cut on Harris Road for a double driveway.
- **Is the amended proffer statement sufficient to address impacts?**

The applicant has updated the proffer statement to reflect conditions met. They have added one (1) new proffer donating Ten thousand dollars ($10,000.00) to the City's housing fund.

- **Are three (3) story townhomes harmonious with the existing uses and character of adjacent property and neighborhood?**
  The majority of residential units along Harris Road are one (1) and two (2) story structures without garages. The applicant is proposing three (3) story structures with garages.

7. Public Comments Received

Staff received a comment from an adjacent property owner that the new townhomes would be too close to the existing townhomes. The applicant has updated the development plan to address that comment, but the property owner would like to see a minimum of 25' buffer. On April 8, 2015 the Fry's Spring neighborhood association had a meeting where the Longwood Drive PUD amendment was discussed. An NDS staff member was on hand along with a representative from the applicant. The following are comments from the neighborhood:

(1) Who would be responsible for maintaining the pervious pavers? This would be the responsibility of the HOA.
(2) Could any of the 15% affordable units be used to house a City police officer? Unfortunately the affordable units cannot be used in this way.
(3) Will the crosswalk a Longwood Drive be ADA compliant? Yes.
(4) The neighborhood wanted to know why the development was expanding before it has been built out and if any of the affordable units have been built. The applicant's representative stated that the affordable units would be built in the future at the south end of Longwood Drive. He also stated that the market was not right to build in the southern end of Longwood Drive yet and it would be more favorable to build market rate on Harris Road.

8. Staff Recommendation

Staff finds that incorporating five (5) additional townhomes into the existing Longwood PUD complies with many of the goals laid out in the Comprehensive Plan, but some concerns remain.

The principal concern staff has is Sec. 34-490(6):

To ensure that a development will be harmonious with the existing uses and character of adjacent property, and/or consistent with patterns of development noted with respect to such adjacent property.

Staff believes that three (3) story townhomes with garages will not be harmonious with the existing uses and character of the Harris Road corridor and surrounding neighborhoods. Staff has some reservation about the addition of a wide curb cut so close to Longwood Drive. This could be problematic for pedestrians and school children as it would create an additional obstacle to cross.

Also of concern is the fulfillment and documentation of the 2009 proffers. The applicant has stated that three (3) of the proffers have been satisfied, but staff would like more detailed documentation on how that was determined. Staff would also like more clarification on how proffer # (5) will be fulfilled. The addition of proffer # (6) is very much welcomed by the City.

The fact that the applicant is asking to expand the Longwood Drive PUD before the original development has been built-out is also of concern to staff and the surrounding neighborhood. It is the understanding of staff that the 15% affordable units have not been built yet and are planned for the southern end of Longwood Drive. The introduction of a phasing plan would be helpful so the City and surrounding neighborhoods fully understand the timeframe of Longwood Drive PUD.

Staff finds the Longwood PUD amendment complies with some of the goals of the Comprehensive Plan and all documents required by the code have been submitted by the required deadline to warrant a decision from Planning Commission. Staff also finds that the Longwood Drive PUD amendment does not comply with Sec. 34-490(6) - *"To ensure that a development will be harmonious with the existing uses and character of adjacent property, and/or consistent with patterns of development noted with respect to such adjacent property",* and recommends denial.

9. <u>Attachments</u>

- Application
- Project Narrative
- Status of Final Proffer Conditions
- Comment Response Letter
- March 24, 2015 Proffer Statement
- Development Area Detail
- Perspective from Harris Road

- March 24, 2015 Amended Development Plan
- Portion of Final Approved Site Plan dated March 11, 2001 for Context
- Proffer Statement Dated march 20, 2009

10. Suggested Motions

1. I move to recommend approval of this application to amend the development plan for the Longwood Drive Planned Unit Development with amended proffers, on the basis that the proposal would serve the interests of the general public welfare and good zoning practice.

2. I move to recommend denial of this application to amend the concept plan for the Longwood Drive Planned Unit Development with amended proffers, on the basis that the proposal would not serve the interests of the general public welfare and good zoning practice.

RECEIVED

FEB 24 2015

NEIGHBORHOOD DEVELOPMENT SERVICES

REZONING PETITION

Please Return To: City of Charlottesville
Department of Neighborhood Development Services
PO Box 911, City Hall
Charlottesville, Virginia 22902
Telephone (434) 970-3182 Fax (434) 970-3359

For a PUD please include $2,000 application fee. For any other type of project, please include $1,500 application fee. All petitioners must pay $1.00 per required mail notice to property owners, plus the cost of the required newspaper notice. Petitioners will receive an invoice for these notices and approval is not final until the invoice has been paid.

I (we) the undersigned property owner(s), contract purchaser(s) or owner's agent(s) do hereby petition the Charlottesville City Council to amend the City Zoning District Map for the property described below from R-2 (Current Zoning Classification) to PUD (Proposed Zoning Classification).

Reasons for Seeking This Change to add 5 residential units to the existing Longwood PUD.

Information on Property Applied for Rezoning – Please note any applicable deed restrictions

1. 175 feet of frontage on LONGWOOD DRIVE (name of street)
2. Approximate property dimensions: 175 feet by 50 feet.
3. Property size: 0.20 AC (square feet or acres)
4. Present Owner: NEIGHBORHOOD INVESTMENTS, LLC (Name) as evidenced by deed recorded in Deed Book Number 2014 Page 3996, with the Clerk of the Circuit Court.
5. Mailing Address of Present Owner: 810 CATALPA CT, CHARLOTTESVILLE, VA 22903
6. City Real Property Tax Map Number _____, Parcel(s) _____, _____, _____; Lot(s): _____, _____, _____
   PARCEL NO. 21A104000

A. PETITIONER INFORMATION

Petitioner Name (Print or Type) RICHARD SPURZEM
Petitioner Mailing Address: 810 CATALPA CT, CHARLOTTESVILLE, VA 22903
Work Phone: 434-923-8900 Fax _____
Home Phone: _____ Email richard@neighborhoodprops.com
Does Petitioner currently own the property where the rezoning is requested? YES
If no, please explain DEVELOPER OF EXISTING LONGWOOD PUD

B. ADJACENT PROPERTY OWNERS ADDRESSES (use additional paper if necessary)

Property Owner Name	Mailing Address	City Tax Map and Parcel #
REFER TO COVER SHEET OF PUD		

C. ATTACHMENTS TO BE SUBMITTED BY THE PETITIONER

1. A sketch plan filed with this petition showing property lines of the property to be rezoned, adjoining property, buildings, land uses, zoning classifications and streets.
2. Other attachments as required by Section 34-41 or Section 34-516 of the City Code (office use: Submitted_____)
3. A rezoning petition filing fee of $2,000 for a PUD, OR $1,500 for all others, made payable to the City of Charlottesville; (Signature also denotes commitment to pay the invoice for the required mail and newspaper notices).

R. Spurzem, Mgr.
Signature of Petitioner(s)

For Office Use Only (Sign Posting)
I certify that the sign(s) as required by Section 31-44 of the City Code as amended has been posted on the following date: _____

Signature _____

Date Paid: 2/24/15 Amt. Paid: $2,000.00 Cash/Check # 106 Recorded by: S. Barnes

Dominion Engineering

172 South Pantops Drive
Charlottesville, VA 22911

434.979.8121 (p)
434.979.1681 (f)
DominionEng.com

February 23, 2015

Matt Alfele, ASLA
City Planner
Neighborhood Development Services
610 East Market Street
Charlottesville, VA 22902

RE: Longwood Drive PUD Amendment - Narrative

Dear Matt.

This letter shall serve as our project narrative in accordance with Zoning Ordinance Section 34-490 pursuant to 34-517(a)2, for the incorporation of City Tax Map 21A Parcel 104 (0.20 acres) into the existing Longwood Drive PUD (4.53 acres). The density of the resulting PUD will increase from 13.5 DU/Ac to 14.0 DU/AC as the developer is proposing to construct an additional 5 attached residential units, associated parking, and a 2,000-sf open space parcel.

The project is in accord with the requirements of 34-490 in accordance with the following:

(1)To encourage developments of equal or higher quality than otherwise required by the strict application of zoning district regulations that would otherwise govern;

Approval of this PUD Amendment will allow for the creation of an aesthetically pleasing 2,000-sf open space parcel and associated street tree and open space plantings. This would not be practical the existing R-2 zone.

(2) To encourage innovative arrangements of buildings and open spaces to provide efficient, attractive, flexible and environmentally sensitive design.

The buildings have been broken up so as to maximize the open space area onsite, which conforms in spirit to the arrangement of the buildings in the existing Longwood Drive PUD. There, the attractive arrangement of buildings around open space/park areas adds to the site design. The site and proffers also provide an opportunity to provide pervious pavement in parking areas to meet water quantity/quality criteria.

(3) To promote a variety of housing types, or, within a development containing only a single housing type, to promote the inclusion of houses of various sizes;

The proposed PUD is intermingled in a community with a mix of single family detached and duplexes, thereby creating a variety of housing types of various sizes.

(4) To encourage the clustering of single-family dwellings for more efficient use of land and preservation of open space;

Each area of the PUD, including the existing PUD, groups the proposed units around an open space/park parcel. Even with its relatively small size, the proposed amendment contains such a park located central to the units.

(5) To provide for developments designed to function as cohesive, unified projects;

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There is a mix of different housing types on Longwood Drive, to include the approved PUD mix of towns and duplexes on the upper and lower end of Longwood Drive and the existing duplexes to remain in the area in between. The proposed PUD Amendment will unify the upper area of the PUD and to serve as a gateway to the entire PUD development.

(6) To ensure that a development will be harmonious with the existing uses and character of adjacent property, and/or consistent with patterns of development noted with respect to such adjacent property;

The proposed PUD Amendment contains only residential units, and is harmonious with the parent PUD and the ongoing construction of new residential units on Harris Drive west of the site. Building materials will be consistent with those of the recently constructed homes on Longwood Drive.

(7) To ensure preservation of cultural features, scenic assets and natural features such as trees, streams and topography;

There are no features on this site that are of significant scenic or natural value. The developer will attempt to preserve the existing trees adjacent to Harris Drive if possible. However, in the event these trees can not be saved, the developer will plant suitable street trees in their stead.

(8) To provide for coordination of architectural styles internally within the development as well as in relation to adjacent properties along the perimeter of the development; and

The architectural style will match that proposed with the existing PUD development.

(9) To provide for coordinated linkages among internal buildings and uses, and external connections, at a scale appropriate to the development and adjacent neighborhoods;

There is an existing sidewalk along the perimeter of the site. The HOA documents will incorporate a provision to allow appropriate access for residents to the open space area.

(10) To facilitate access to the development by public transit services or other single-vehicle-alternative services, including, without limitation, public pedestrian systems.

As part of the original PUD, a pedestrian link has been provided to the neighboring Jackson Via Elementary school, located just east of the site.

We thank you very much for your review of this project and look forward to your thoughtful review and staff report.

Best Regards,

Michael Myers, P.E.

Cc: Richard Spurzem

STATUS OF FINAL PROFFER CONDITIONS
For the LONGWOOD DRIVE PUD AMENDMENT

Dated as of March 24, 2015

1. A new pedestrian trail from Longwood Drive to Jackson Via Elementary School parking lot shall be provided substantially as shown on the attached concept plan. The provision of such trail shall be subject to the reasonable approval of the City School Board.

STATUS: Fulfilled

2. A new pedestrian trail connecting the cul-de-sac of Longwood Drive to existing Rivanna Trail system on the property now owned by the City of Charlottesville to the south of the Subject Property shall be provided.

STATUS: Not yet completed. Work will be completed when site work commences on south side of project.

3. Funding for improvements to the existing trails from Jackson Via Elementary School to the Rivanna Trail and Rivanna Trail area in floodway to the south of the PUD site will be provided to the City up to the amount of $20,000 within 6 months after site plan approval. Improvements to be so funded shall be commenced within 12 months after the payment of such funding to the City and thereafter completed within a reasonable time.

STATUS: Fulfilled.

4. Pervious paving methods will be used in any newly constructed off-street parking spaces within the PUD site to reduce stormwater runoff into the city stormwater system.

STATUS: Pervious paving methods have been used on constructed units.

5. 15% of dwelling units (calculated to the nearest whole number) within the PUD will be designated as "affordable housing" units. Such "affordable housing" units shall be offered for final sale, for a period of 6 months after the issuance of certificates of occupancy for such units to a household whose income is 60% to 80% of Median Area Income as defined by the most recent figures generated by the U.S. Department of Housing and Urban Development. The offering price for such units shall be such that the annual cost of housing for such households does not exceed 30% of the household's gross income, including taxes and insurance, together with periodic payments of principal and interest for a purchase money loan from a commercial lender using customary and reasonable underwriting criteria applicable to the Charlottesville area. In the event that the units offered for first sale are not purchased by qualifying households within such 6 months' period, this restriction shall terminate, and the units may thereafter be offered for sale at market prices.

STATUS: This proffer remains in effect.

6. The Owner will donate the sum of Fifty thousand dollars ($50,000.00) to the City of Charlottesville for its affordable housing fund.

STATUS: Fulfilled.

7. The Owner agrees to offer to re-locate any household displaced by the construction of this PUD to another rental unit owned by Owner on Longwood Drive and to pay such the reasonable costs of moving and re-location. Such relocation shall be on rental terms substantially similar to the terms applicable to the unit from which such household is relocated.

STATUS: This proffer remains in effect.

8. Owner agrees to make available tor rent to household with Section 8 vouchers four rental units on Longwood Drive for a period of five years after approval of the PUD application. Owner shall have the right to qualify any prospective tenants who would occupy such units with Section 8 vouchers in accordance with Owner's customary tenant selection criteria for similar non-Section 8 units (aside from the income requirement).

STATUS: Fulfilled.

Dominion Engineering
engineers surveyors planners designers

172 South Pantops Drive
Charlottesville, VA 22911

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434.979.1681 (f)
DominionEng.com

March 24, 2015

Matt Alfele, ASLA
City Planner
Neighborhood Development Services
610 East Market Street
Charlottesville, VA 22902

RE: Longwood Drive PUD Amendment – Comment-Response Letter

Dear Matt.

Thanks for your review of the referenced PUD application. The following is our response to your comments dated March 11, 2015.

1. The Planning Commission wants to know the statues of all (8) original proffers. If a proffer have been met they will need to see documentation supporting the fulfillment. If they have not been met yet, they would probably want to know what is being done.

RESPONSE: A proffer status memorandum has been included with this submission.

2. From the meeting it sounded like the developer wants to offer additional money as outlined in proffer #(6). Any change to the proffers (even if it is increasing the donation) will require a new proffer statement. This ties into (1) on this list. If the developer has satisfied a proffer from the original PUD and can document it, it would not be required in the new proffer statement. An example of this would be, let us say proffer statement #1 has been fulfilled. The new proffer statement would no longer need to have #1 on it, as it is no longer relevant. The City attorney would like to review any new proffer statement.

RESPONSE: A new proffer statement is proposed.

3. Addressing the concerns with how the development will fit in with Harris and be separated from the existing townhomes. (rom the sketch it looks like you are doing that)

RESPONSE: Additional separation from the existing townhomes has been provided.

4. They wanted to know the number of bedrooms in the new townhomes, (1), (2), or (3).

RESPONSE: The units are to be three bedroom as added to the site notes.

5. It sounded like the Planning Commission would like to see more detail on the development plan.

RESPONSE: A blowup of the proposed plan view has been provided.

6. They would like to see something in 3D or elevation. I think they are looking for something that will show the mass as it relates to the surrounding development and also how it will look form Harris.

RESPONSE: An elevation has been provided.

7. Reach out to the neighborhoods. (Looks like you are doing that. Just make sure to document your steps and what comes out of it)

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Charlottesville, VA 22911

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RESPONSE: We have reached out to both the ry's Spring and Ridge Street HOA's. We will provide you with updates on our progress over the upcoming weeks.

8. Address the pedestrian experience on Longwood and along Harris.

RESPONSE: There are existing sidewalks, curb ramps and crosswalks along the site frontage.

9. PC would like fewer parking spaces. (again it looks like you are addressing that)

RESPONSE: We have eliminated 3 of the 5 extra parking spaces.

We thank you very much for your review of this project and look forward to your thoughtful review and staff report.

.E.

Cc: Richard Spurzem

DRAFT STATEMENT OF FINAL PROFFER CONDITIONS
For the LONGWOOD DRIVE PUD AMENDMENT

Dated as of March 24, 2015

TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF CHARLOTTESVILLE:

The undersigned is the owner of land subject to the above-referenced rezoning petition ("Subject Property"). The Owner/Applicant seeks to amend the current zoning of the Subject Property subject to certain voluntary development conditions set forth below. In connection with this rezoning application, the Owner/Applicant seeks approval of a PUD as set forth within a PUD Development Plan dated 2/24/2015.

The Owner/Applicant hereby proffers and agrees that if the Subject Property is rezoned as requested, the rezoning will be subject to, and the Owner will abide by, the approved PUD Development Plan as well as the following conditions:

1. Fulfilled.

2. A new pedestrian trail connecting the cul-de-sac of Longwood Drive to existing Rivanna Trail system on the property now owned by the City of Charlottesville to the south of the Subject Property shall be provided.

3. Fulfilled.

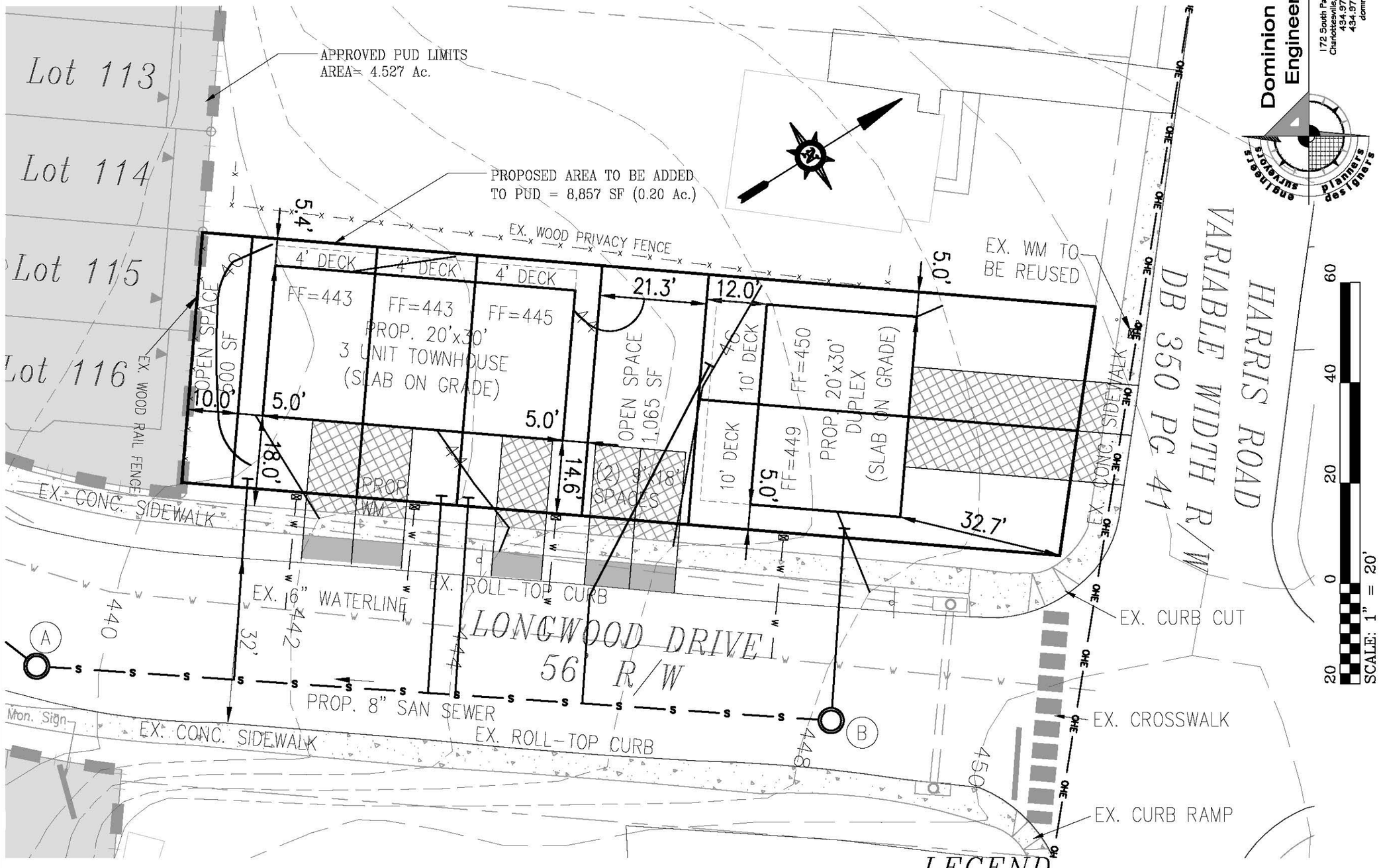
4. Pervious paving methods will be used in any newly constructed off-street parking spaces within the PUD site to reduce stormwater runoff into the city stormwater system.

5. 15% of dwelling units (calculated to the nearest whole number) within the PUD will be designated as "affordable housing" units. Such "affordable housing" units shall be offered for final sale, for a period of 6 months after the issuance of certificates of occupancy for such units to a household whose income is 60% to 80% of Median Area Income as defined by the most recent figures generated by the U.S. Department of Housing and Urban Development. The offering price for such units shall be such that the annual cost of housing for such households does not exceed 30% of the household's gross income, including taxes and insurance, together with periodic payments of principal and interest for a purchase money loan from a commercial lender using customary and reasonable underwriting criteria applicable to the Charlottesville area. In the event that the units offered for first sale are not purchased by qualifying households within such 6 months' period, this restriction shall terminate, and the units may thereafter be offered for sale at market prices.

6. The Owner will donate the sum of Ten thousand dollars ($10,000.00) to the City of Charlottesville for its affordable housing fund.

7. The Owner agrees to offer to re-locate any household displaced by the construction of this PUD to another rental unit owned by Owner on Longwood Drive and to pay such the reasonable costs of moving and re-location. Such relocation shall be on rental terms substantially similar to the terms applicable to the unit from which such household is relocated.

8. Fulfilled.



SITE PLAN
SCALE: 1" = 20'

LEGEND

NEW CONCRETE DRIVEWAY APRON

NEW PERVIOUS PAVEMENT

Dominion Engineering
172 South Pantops Drive
Charlottesville, VA 22911
434.979.8121 (p)
434.979.1621 (f)
dominioneng.com

EXHIBIT FOR
LONGWOOD DRIVE PUD
CITY OF CHARLOTTESVILLE, VIRGINIA
SHEET: 1 OF 1
SCALE: 1"=20'
FILE: 14.0112-LONGWOOD-B.dwg
DATE: MARCH 24, 2015

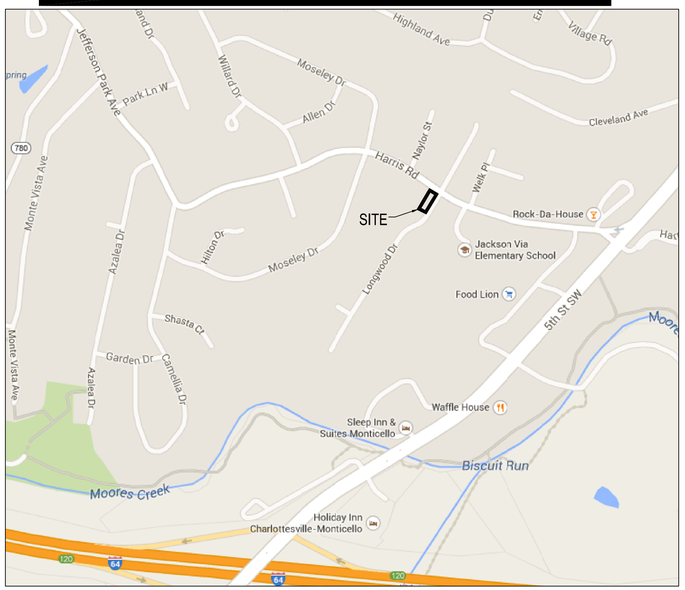
PLANNED UNIT DEVELOPMENT AMENDMENT FOR
LONGWOOD DRIVE
TM 21A PARCEL 104

ADJACENT PARCEL INVENTORY

PIN	GPIN	ParcelNumber	FullAddress	OwnerName	OwnerAddress	OwnerCityState	OwnerZipCode
21A129000	12815	21A129000	HARRIS RD	LODGE CREEK HOWEOWNERS ASSOC	HARRIS ROAD	CHARLOTTESVILLE VA	22903
200271000	13389	200271000	LONGWOOD DR	NEIGHBORHOOD DEVELOPMENT, INC	810 CATALPA CT	CHARLOTTESVILLE VA	22903
21A130600	17045	21A130600	101 LONGWOOD DR A	NEIGHBORHOOD INVESTMENTS. LLC	810 CATALPA CT	CHARLOTTESVILLE VA	22903
21A130500	17046	21A130500	101 LONGWOOD DR B	NEIGHBORHOOD INVESTMENTS. LLC	810 CATALPA CT	CHARLOTTESVILLE VA	22903
21A130400	17047	21A130400	101 LONGWOOD DR C	NEIGHBORHOOD INVESTMENTS. LLC	810 CATALPA CT	CHARLOTTESVILLE VA	22903
21A130300	17049	21A130300	101 LONGWOOD DR D	PISANI, JOSEPH & LISA M	2658 QUINCY ADAMS DR	HERNDON VA	20171
21A130200	17048	21A130200	101 LONGWOOD DR E	SEN, JEREMY M	101-E LONGWOOD DR	CHARLOTTESVILLE VA	22903
21A130100	17050	21A130100	101 LONGWOOD DR F	KASTENMAYER, WALTER W & RUTH W	162 OLD FIFTH CIR	CHARLOTTESVILLE VA	22903
21A146100	17088	21A146100	102 LONGWOOD DR A	BROWNFIELD, ANNA M	102 #A LONGWOOD DR	CHARLOTTESVILLE VA	22903
21A146200	17090	21A146200	102 LONGWOOD DR B	WILCOCKS, DAVID A	102 LONGWOOD DR #B	CHARLOTTESVILLE VA	22903
21A146300	17089	21A146300	102 LONGWOOD DR C	OLSON, JENNIFER K	102 LONGWOOD DR #C	CHARLOTTESVILLE VA	22903
21A146400	17087	21A146400	102 LONGWOOD DR D	CHUANG, TZU-YING	102 #D LONGWOOD DR	CHARLOTTESVILLE VA	22903
21B029000	13164	21B029000	102 WELK PL	WELK PLACE, LLC	3056 BERKMAR DRIVE	CHARLOTTESVILLE VA	22901
21A129100	13122	21A129100	103 LODGE CREEK CIR	WILSON, LLOYD	81 PLEASANTVIEW CT	ZION CROSSROAD VA	22942
21A131600	17055	21A131600	103 LONGWOOD DR A	NEIGHBORHOOD INVESTMENTS. LLC	810 CATALPA CT	CHARLOTTESVILLE VA	22903
21A131500	17054	21A131500	103 LONGWOOD DR B	NEIGHBORHOOD INVESTMENTS. LLC	810 CATALPA CT	CHARLOTTESVILLE VA	22903
21A131400	17053	21A131400	103 LONGWOOD DR C	YAP, CHAN CHOO	103 #C LONGWOOD DR	CHARLOTTESVILLE VA	22903
21A131300	17052	21A131300	103 LONGWOOD DR D	SPENCE, DONALD & BARBARA, TRUSTEES	12870 ROCK CREST LN	CHINO HILLS CA	91709
21A131200	17051	21A131200	103 LONGWOOD DR E	WINKLER, MATTHEW P	6920 WINDMERE LN	CROZET VA	22932
21A131100	17056	21A131100	103 LONGWOOD DR F	CHANG, ERIC S & CAROL T TRAN	103-F LONGWOOD DR	CHARLOTTESVILLE VA	22903
21B045000	13192	21B045000	103 WELK PL	WELK PLACE, LLC	3056 BERKMAR DRIVE	CHARLOTTESVILLE VA	22901
21A145000	13460	21A145000	104 LONGWOOD DR	NEIGHBORHOOD INVESTMENTS. LLC	810 CATALPA CT	CHARLOTTESVILLE VA	22903
21B030000	13174	21B030000	104 WELK PL	WELK PLACE, LLC	3056 BERKMAR DRIVE	CHARLOTTESVILLE VA	22901
21A129200	13099	21A129200	105 LODGE CREEK CIR	F & S PROPERTIES LLC	1109 STONEFIELD LN	CHARLOTTESVILLE VA	22903
21B044000	13138	21B044000	105 WELK PL	WELK PLACE, LLC	3056 BERKMAR DRIVE	CHARLOTTESVILLE VA	22901
21A132000	13383	21A132000	105-A LONGWOOD DR	NEIGHBORHOOD INVESTMENTS. LLC	810 CATALPA CT	CHARLOTTESVILLE VA	22903
21A132100	13405	21A132100	105-B LONGWOOD DR	NEIGHBORHOOD INVESTMENTS. LLC	810 CATALPA CT	CHARLOTTESVILLE VA	22903
21B031000	13189	21B031000	106 WELK PL	WELK PLACE, LLC	3056 BERKMAR DRIVE	CHARLOTTESVILLE VA	22901
21A144000	13502	21A144000	106-A LONGWOOD DR	NEIGHBORHOOD INVESTMENTS. LLC	810 CATALPA CT	CHARLOTTESVILLE VA	22903
21A144100	13521	21A144100	106-B LONGWOOD DR	NEIGHBORHOOD INVESTMENTS. LLC	810 CATALPA CT	CHARLOTTESVILLE VA	22903
21A129300	13079	21A129300	107 LODGE CREEK CIR	KENLEY, GREGORY C	107 LODGE CREEK CIRCLE	CHARLOTTESVILLE VA	22903
21A133000	13425	21A133000	107 LONGWOOD DR	NEIGHBORHOOD INVESTMENTS. LLC	810 CATALPA CT	CHARLOTTESVILLE VA	22903
21B043000	13102	21B043000	107 WELK PL	WELK PLACE, LLC	3056 BERKMAR DRIVE	CHARLOTTESVILLE VA	22901
21A143000	13543	21A143000	108 LONGWOOD DR	NEIGHBORHOOD INVESTMENTS. LLC	810 CATALPA CT	CHARLOTTESVILLE VA	22903
21A129400	13056	21A129400	109 LODGE CREEK CIR	MILLER, CYNTHIA M	109 LODGE CREEK CIRCLE	CHARLOTTESVILLE VA	22903
21A134000	13470	21A134000	109 LONGWOOD DR	NEIGHBORHOOD INVESTMENTS. LLC	810 CATALPA CT	CHARLOTTESVILLE VA	22903
21B042000	13066	21B042000	109 WELK PL	WELK PLACE, LLC	3056 BERKMAR DRIVE	CHARLOTTESVILLE VA	22901
21A142000	13565	21A142000	110 LONGWOOD DR	NEIGHBORHOOD INVESTMENTS. LLC	810 CATALPA CT	CHARLOTTESVILLE VA	22903
21A129500	13034	21A129500	111 LODGE CREEK CIR	CORNEJO, JOSE R & EVA CANAS	111 LODGE CREEK CIRCLE	CHARLOTTESVILLE VA	22903
21A135000	13501	21A135000	111 LONGWOOD DR	NEIGHBORHOOD INVESTMENTS. LLC	810 CATALPA CT	CHARLOTTESVILLE VA	22903
21B041000	12987	21B041000	111 WELK PL	WELK PLACE, LLC	3056 BERKMAR DRIVE	CHARLOTTESVILLE VA	22901
21A141000	13588	21A141000	112 LONGWOOD DR	NEIGHBORHOOD INVESTMENTS. LLC	810 CATALPA CT	CHARLOTTESVILLE VA	22903
21A129600	13015	21A129600	113 LODGE CREEK CIR	HILL, ANTOINETTE	113 LODGE CREEK CIRCLE	CHARLOTTESVILLE VA	22903
21A136000	13540	21A136000	113 LONGWOOD DR	NEIGHBORHOOD INVESTMENTS. LLC	810 CATALPA CT	CHARLOTTESVILLE VA	22903
21B040000	12817	21B040000	113 WELK PL	WELK PLACE, LLC	3056 BERKMAR DRIVE	CHARLOTTESVILLE VA	22901
21A129700	12997	21A129700	115 LODGE CREEK CIR	WILDES, DAVID WILSON	4509 HIGHLAND GREEN CT	ALEXANDRIA VA	22312
21A129800	12975	21A129800	117 LODGE CREEK CIR	STEMLER, DOUGLAS J & LAURIE J	117 LODGE CREEK CIR	CHARLOTTESVILLE VA	22903
21A129900	12955	21A129900	119 LODGE CREEK CIR	O'DONNELL, DEREK WILSON	119 LODGE CREEK CIR	CHARLOTTESVILLE VA	22903
21B037000	13069	21B037000	119 WELK PL	WELK PLACE, LLC	3056 BERKMAR DRIVE	CHARLOTTESVILLE VA	22901
21A129101	12940	21A129101	121 LODGE CREEK CIR	BURNETT, KATHLEEN HUGHES	121 LODGE CREEK CIRCLE	CHARLOTTESVILLE VA	22903
21A129110	12897	21A129110	123 LODGE CREEK CIR	LOCKETT, DEBORAH A	123 LODGE CREEK CIRCLE	CHARLOTTESVILLE VA	22903
21A097000	13071	21A097000	212 HARRIS RD	SWISHER, CHERYL C	212 HARRIS ROAD	CHARLOTTESVILLE VA	22903
21A120000	13967	21A120000	2512 NAYLOR ST	MOSS, SHELLEY W & BRIDGET L	2512 NAYLOR STREET	CHARLOTTESVILLE VA	22903
21A121A00	13968	21A121A00	2514 NAYLOR ST	RITZERT, TERESA	2514 NAYLOR STREET	CHARLOTTESVILLE VA	22903
21A116000	12787	21A116000	2515 NAYLOR ST	POWELL, SHIRLEY W	2515 NAYLOR STREET	CHARLOTTESVILLE VA	22903
21A121000	13970	21A121000	2516 NAYLOR ST	TENDERENDA, AGNES	2623 PENNY LN	CHARLOTTESVILLE VA	22903
21A115000	12830	21A115000	2517 NAYLOR ST	SULLVAN, LISA M	2517 NAYLOR ST	CHARLOTTESVILLE VA	22903
21A122000	13969	21A122000	2518 NAYLOR ST	HELF, LINDA D	141 GROVE LAND	SHIPMAN VA	22971
21A114000	12882	21A114000	2519 NAYLOR ST	MENDOZA, JAIME LOPEZ	2519 NAYLOR STREET	CHARLOTTESVILLE VA	22903
21A123000	12985	21A123000	2520 NAYLOR ST	THORNTON, STEPHEN T	100 BEDFORD PLACE	CHARLOTTESVILLE VA	22903
21A124000	13018	21A124000	2522 NAYLOR ST	THORNTON, STEPHEN T	100 BEDFORD PLACE	CHARLOTTESVILLE VA	22903
21A098000	13090	21A098000	300 HARRIS RD	WILLIAMS, ANDREA T	696 VICTORIAN CT	CHARLOTTESVILLE VA	22901
21A099000	13097	21A099000	302 HARRIS RD	SHAVER, C ASHBY & SUE B	302 HARRIS ROAD	CHARLOTTESVILLE VA	22903
21A112000	12958	21A112000	305 HARRIS RD	CRAIG, VIOLET G	305 HARRIS ROAD	CHARLOTTESVILLE VA	22903
21A100A00	14700	21A100A00	308 HARRIS RD	BROWN, ANDREW P & JENA N	308 HARRIS RD	CHARLOTTESVILLE VA	22903
21A113000	13043	21A113000	309 HARRIS RD	WHITE, ALICE N	309 HARRIS ROAD	CHARLOTTESVILLE VA	22903
21A100B00	14701	21A100B00	310 HARRIS RD	KELSEY, T & N KOCK, TR 310 HARRIS RD LD TR	420 PARK ST	CHARLOTTESVILLE VA	22902
21A100C00	14702	21A100C00	312 HARRIS RD	KELSEY, T & N KOCK, TR 312 HARRIS RD LD TR	420 PARK ST	CHARLOTTESVILLE VA	22902
21A100000	13109	21A100000	400 HARRIS RD	WARD, RICHARD N & CAROL A	7 ORCHARD ROAD	CHARLOTTESVILLE VA	22903
21A125000	13042	21A125000	401 HARRIS RD	PALMER, LEIGHTON ET AL TR FOR BETHANY	401 HARRIS ROAD	CHARLOTTESVILLE VA	22903
21A126000	13082	21A126000	401 HARRIS RD	PALMER, LEIGHTON ET AL TR FOR BETHANY	401 HARRIS ROAD	CHARLOTTESVILLE VA	22903
21A101000	13179	21A101000	402 HARRIS RD	LONCON-GROSS, ALEXANDRA L	402 HARRIS RD	CHARLOTTESVILLE VA	22903
21A103000	13214	21A103000	406 HARRIS RD	HALL, CHRISTINE K & CHARLES	2559 WABASH RD	DENVER CO	80238
21A127000	13142	21A127000	407 HARRIS RD A&B	PLATT, KENNETH W	407-B HARRIS ROAD	CHARLOTTESVILLE VA	22903
21A104000	13238	21A104000	408 HARRIS RD	NEIGHBORHOOD INVESTMENTS. LLC	810 CATALPA CT	CHARLOTTESVILLE VA	22903
21A108000	13290	21A108000	412 HARRIS RD	MORRIS, WILLIAM F & PATRICIA R	412 HARRIS ROAD	CHARLOTTESVILLE VA	22903
21B046000	13231	21B046000	413 HARRIS RD	WELK PLACE, LLC	3056 BERKMAR DRIVE	CHARLOTTESVILLE VA	22901
21A075000	12892	21A075000	439 MOSELEY DR	DAVIS, CHARLES T & KATHERINE M	439 MOSELEY DRIVE	CHARLOTTESVILLE VA	22903
21A074000	12953	21A074000	441 MOSELEY DR	KLOSS, LEIGH A	441 MOSELEY DRIVE	CHARLOTTESVILLE VA	22903
21A073000	12999	21A073000	443 MOSELEY DR	PINTER, JEFFREY & HOLLY HENDERSON	39 MAJESTIC AVE	ASHVILLE NC	28806
21A099200	13176	21A099200	500-A MOSELEY DR	RANNIGAN, PATRICK C & JAMES M RAY	43996 RIVERPOINT DRIVE	LEESBURG VA	20176
21A099210	13194	21A099210	500-B MOSELEY DR	HARRIS, JESSE T	500-B MOSELEY DR	CHARLOTTESVILLE VA	22903
21B028000	13229	21B028000	501 HARRIS RD	WELK PLACE, LLC	3056 BERKMAR DRIVE	CHARLOTTESVILLE VA	22901
21A099190	13182	21A099190	501-A MOSELEY DR	TACKETT, KAREN F & BRENDA J	501-A MOSELEY DR	CHARLOTTESVILLE VA	22903
21A099180	13202	21A099180	501-B MOSELEY DR	RIENER, CEDAR R & RACHEL A LEVY	501 VIRGINIA ST	ASHLAND VA	23005
21A099220	13209	21A099220	502-A MOSELEY DR	SMAJIC, ARDIN	502 MOSELEY DR #A	CHARLOTTESVILLE VA	22903
21A099230	13236	21A099230	502-B MOSELEY DR	PITTS, KAREN L	11806 FARNBOROUGH RD	HUNTERSVILLE NC	28078
21B027000	13244	21B027000	503 HARRIS RD	WELK PLACE, LLC	3056 BERKMAR DRIVE	CHARLOTTESVILLE VA	22901
21A099170	13225	21A099170	503-A MOSELEY DR	SIEPMANN, THEODORE D	9 PRESCOTT COURT	STERLING VA	20165
21A099160	13245	21A099160	503-B MOSELEY DR	SIEPMANN, THEODORE D	9 PRESCOTT COURT	STERLING VA	20165
21A099240	13249	21A099240	504-A MOSELEY DR	HANSEN, CHRISTOPHER E & MELISSA	504-A MOSELEY DR	CHARLOTTESVILLE VA	22903
21A099250	13284	21A099250	504-B MOSELEY DR	BEVERLY, ANDREW J & SUE A	504-B MOSELEY DRIVE	CHARLOTTESVILLE VA	22903
21B026000	13256	21B026000	505 HARRIS RD	WELK PLACE, LLC	3056 BERKMAR DRIVE	CHARLOTTESVILLE VA	22901
21A099150	13264	21A099150	505-A MOSELEY DR	MOORE, JOHN B, JR	262 YANCEY MILL RD	CROZET VA	22932
21A099140	13291	21A099140	505-B MOSELEY DR	MOORE, JOHN B, JR	262 YANCEY MILL RD	CROZET VA	22932
21A099260	13306	21A099260	506-A MOSELEY DR	COOK, GORDON M	506-A MOSELEY DRIVE	CHARLOTTESVILLE VA	22903
21A099270	13334	21A099270	506-B MOSELEY DR	LICHELLO PROPERTIES, LLC	126 WOODMONT LN	FOREST VA	24551
21B025000	13270	21B025000	507 HARRIS RD	WELK PLACE, LLC	3056 BERKMAR DRIVE	CHARLOTTESVILLE VA	22901
21B001000	13304	21B001000	508 HARRIS RD	CITY OF CHARLOTTESVILLE	P O BOX 911	CHARLOTTESVILLE VA	22902
21A099280	13352	21A099280	508-A MOSELEY DR	FERNANDES, GREGORY	5501 CLIFTON RD	CLIFTON VA	20124
21A099290	13376	21A099290	508-B MOSELEY DR	EDDY, DOUG & HEATHER	508-B MOSELEY DR	CHARLOTTESVILLE VA	22903
21A099400	13394	21A099400	510 MOSELEY DR	CRICKENBERGER, CYRUS DANIEL & NANCY W	510 MOSELEY DRIVE	CHARLOTTESVILLE VA	22903
21A099500	13427	21A099500	512 MOSELEY DR	MADER, JANINE CLAIRE	512 MOSELEY DRIVE	CHARLOTTESVILLE VA	22903

ALL PARCELS WITHIN A 500 FT RADIUS OF THIS SITE ARE LISTED. INFORMATION TAKEN FOR CITY OF CHARLOTTESVILLE ONLINE GIS.

VICINITY MAP SCALE: 1" = 500'



PROFFERS

DRAFT STATEMENT OF FINAL PROFFER CONDITIONS
For the LONGWOOD DRIVE PUD AMENDMENT

Dated as of March 23, 2015

TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF CHARLOTTESVILLE:

The undersigned is the owner of land subject to the above-referenced rezoning petition ("Subject Property"). The Owner/Applicant seeks to amend the current zoning of the Subject Property subject to certain voluntary development conditions set forth below. In connection with this rezoning application, the Owner/Applicant seeks approval of a PUD as set forth within a PUD Development Plan dated 2/24/2015.

The Owner/Applicant hereby proffers and agrees that if the Subject Property is rezoned as requested, the rezoning will be subject to, and the Owner will abide by, the approved PUD Development Plan as well as the following conditions:

1. Completed.

2. A new pedestrian trail connecting the cul-de-sac of Longwood Drive to existing Rivanna Trail system on the property now owned by the City of Charlottesville to the south of the Subject Property shall be provided.

3. If not already provided, funding for improvements to the existing trails from Jackson Via Elementary School to the Rivanna Trail and Rivanna Trail area in floodway to the south of the PUD site will be provided to the City up to the amount of $20,000 within 6 months after site plan approval. Improvements to be so funded shall be commenced within 12 months after the payment of such funding to the City and thereafter completed within a reasonable time.

4. Pervious paving methods will be used in any newly constructed off-street parking spaces within the PUD site to reduce stormwater runoff into the city stormwater system.

5. 15% of dwelling units (calculated to the nearest whole number) within the PUD will be designated as "affordable housing" units. Such "affordable housing" units shall be offered for final sale, for a period of 6 months after the issuance of certificates of occupancy for such units to a household whose income is 60% to 80% of Median Area Income as defined by the most recent figures generated by the U.S. Department of Housing and Urban Development. The offering price for such units shall be such that the annual cost of housing for such households does not exceed 30% of the household's gross income, including taxes and insurance, together with periodic payments of principal and interest for a purchase money loan from a commercial lender using customary and reasonable underwriting criteria applicable to the Charlottesville area. In the event that the units offered for first sale are not purchased by qualifying households within such 6 months' period, this restriction shall terminate, and the units may thereafter be offered for sale at market prices.

6. The Owner will donate the sum of Ten thousand dollars ($10,000.00) to the City of Charlottesville for its affordable housing fund. ($50,000 was paid on _____).

7. The Owner agrees to offer to re-locate any household displaced by the construction of this PUD to another rental unit owned by Owner on Longwood Drive and to pay such the reasonable costs of moving and re-location. Such relocation shall be on rental terms substantially similar to the terms applicable to the unit from which such household is relocated.

8. Completed.

SHEET INDEX

SIGNATURE BLOCK

_____
DIRECTOR OF NEIGHBORHOOD DEVELOPMENT SERVICES DATE

CONTACT INFORMATION

APPLICANT / DEVELOPER:
Neighborhood Investments, LLC
810 Catalpa Ct.
Charlottesville, VA 22903

PLANNING / ENGINEERING / SURVEYING:
Dominion Engineering & Design, LLC
172 South Pantops Drive
Charlottesville, VA 22911
(434) 979-8121
Contact: Michael Myers

PROJECT NARRATIVE

Dominion Engineering
172 South Pantops Drive
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434.979.1681 (f)
DominionEng.com

February 23, 2015

Matt Alfele, AICP
City Planner
Neighborhood Development Services
610 East Market Street
Charlottesville, VA 22902

RE: Longwood Drive PUD Amendment - Narrative

Dear Matt,

This letter shall serve as our project narrative in accordance with Zoning Ordinance Section 34-490 pursuant to 34-517(a)2, for the incorporation of City Tax Map 21A Parcel 104 (0.20 acres) into the existing Longwood Drive PUD (4.53 acres). The density of the resulting PUD will increase from 13.5 DU/Ac to 14.0 DU/AC as the developer is proposing to construct an additional 5 attached residential units, associated parking, and a 2,000-sf open space parcel.

The project is in accord with the requirements of 34-490 in accordance with the following:

(1) To encourage developments of equal or higher quality than otherwise required by the strict application of zoning district regulations that would otherwise govern;

Approval of this PUD Amendment will allow for the creation of an aesthetically pleasing 2,000-sf open space parcel and associated street tree and open space plantings. This would not be practical the existing R-2 zone.

(2) To encourage innovative arrangements of buildings and open spaces to provide efficient, attractive, flexible and environmentally sensitive design.

The buildings have been broken up so as to maximize the open space area onsite, which conforms in spirit to the arrangement of the buildings in the existing Longwood Drive PUD. There, the attractive arrangement of buildings around open space/park areas adds to the site design. The site and proffers also provide an opportunity to provide previous pavement in parking areas to meet water quantity/quality criteria.

(3) To promote a variety of housing types, or, within a development containing only a single housing type, to promote the inclusion of houses of various sizes;

The proposed PUD is intermingled in a community with a mix of single family detached and duplexes, thereby creating a variety of housing types of various sizes.

(4) To encourage the clustering of single-family dwellings for more efficient use of land and preservation of open space;

Each area of the PUD, including the existing PUD, groups the proposed units around an open space/park parcel. Even with its relatively small size, the proposed amendment contains such a park located central to the units.

(5) To provide for developments designed to function as cohesive, unified projects;

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DominionEng.com

There is a mix of different housing types on Longwood Drive, to include the approved PUD mix of towns and duplexes on the upper and lower end of Longwood Drive and the existing duplexes to remain in the area in between. The proposed PUD Amendment will unify the upper area of the PUD and to serve as a gateway to the entire PUD development.

(6) To ensure that a development will be harmonious with the existing uses and character of adjacent property, and/or consistent with patterns of development noted with respect to such adjacent property;

The proposed PUD Amendment contains only residential units, and is harmonious with the parent PUD and the ongoing construction of new residential units on Harris Drive west of the site. Building materials will be consistent with those of the recently constructed homes on Longwood Drive.

(7) To ensure preservation of cultural features, scenic assets and natural features such as trees, streams and topography;

There are no features on this site that are of significant scenic or natural value. The developer will attempt to preserve the existing trees adjacent to Harris Drive if possible. However, in the event these trees can not be saved, the developer will plant suitable street trees in their stead.

(8) To provide for coordination of architectural styles internally within the development as well as in relation to adjacent properties along the perimeter of the development; and

The architectural style will match that proposed with the existing PUD development.

(9) To provide for coordinated linkages among internal buildings and uses, and external connections, at a scale appropriate to the development and adjacent neighborhoods;

There is an existing sidewalk along the perimeter of the site. The HOA documents will incorporate a provision to allow appropriate access for residents to the open space area.

(10) To facilitate access to the development by public transit services or other single-vehicle-alternative services, including, without limitation, public pedestrian systems.

As part of the original PUD, a pedestrian link has been provided to the neighboring Jackson Via Elementary school, located just east of the site.

We thank you very much for your review of this project and look forward to your thoughtful review and staff report.

Best Regards,

Michael Myers, P.E.

Cc: Richard Spurzem

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COMMONWEALTH OF VIRGINIA
MICHAEL F. MYERS
Lic. No. 33028
PROFESSIONAL ENGINEER

REVISIONS

NO.	DESCRIPTION	DATE
1	CITY COMMENTS	03/24/15

DESIGNED BY: ARC
DRAWN BY: ARC
CHECKED BY: MFM
SCALE: AS SHOWN
FILE NAME: 14.0112-LONGWOOD-B.dwg

PLANNED UNIT DEVELOPMENT AMENDMENT FOR
LONGWOOD DRIVE PUD
CITY OF CHARLOTTESVILLE, VIRGINIA

SHEET TITLE: COVER SHEET

DOM. PROJECT NO: 09.0152

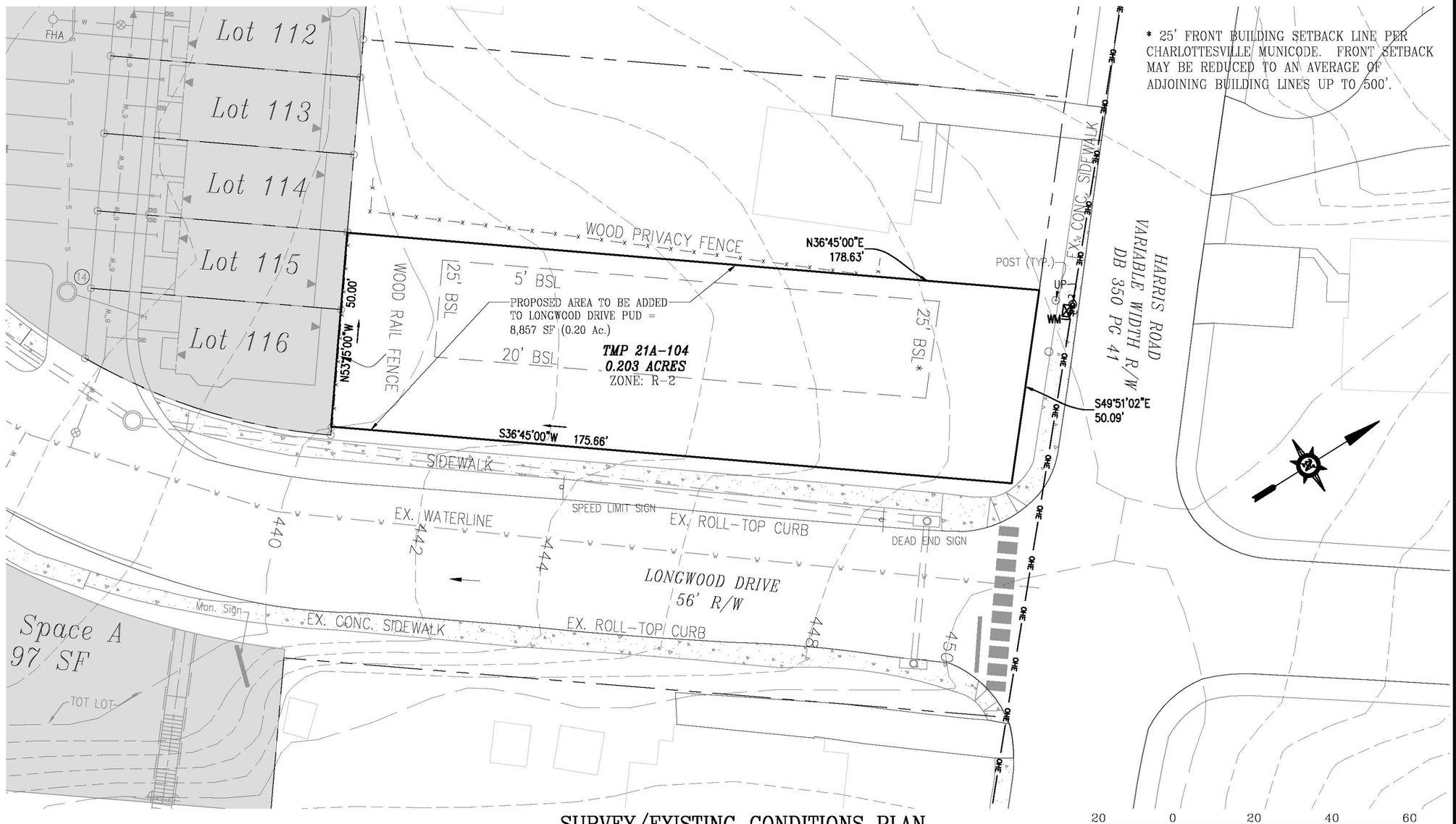
INDEX TITLE: C1

SHEET NO: 1 of 3

DATE: 02/24/15

OVERVIEW PLAN
SCALE: 1" = 60'

TOPOGRAPHY TAKEN FROM CITY OF CHARLOTTESVILLE GIS. BOUNDARY INFORMATION TAKEN FROM FIELD SURVEY BY DOMINION ENGINEERING DATED DECEMBER, 2014.



SURVEY/EXISTING CONDITIONS PLAN
SCALE: 1" = 20'

Dominion Engineering
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434.979.1481 (f)
dominioneng.com
engineers surveyors planners designers

COMMONWEALTH OF VIRGINIA
MICHAEL F. MYERS
Lic. No. 33028
PROFESSIONAL ENGINEER

REVISIONS

NO.	DESCRIPTION	DATE
1	CITY COMMENTS	02/24/15

DESIGNED BY: ARC
DRAWN BY: ARC
CHECKED BY: MFM
SCALE: AS SHOWN
FILE NAME: 14.0112-LONGWOOD-B.dwg

PROJECT TITLE:
PLANNED UNIT DEVELOPMENT AMENDMENT FOR
LONGWOOD DRIVE PUD
CITY OF CHARLOTTESVILLE, VIRGINIA

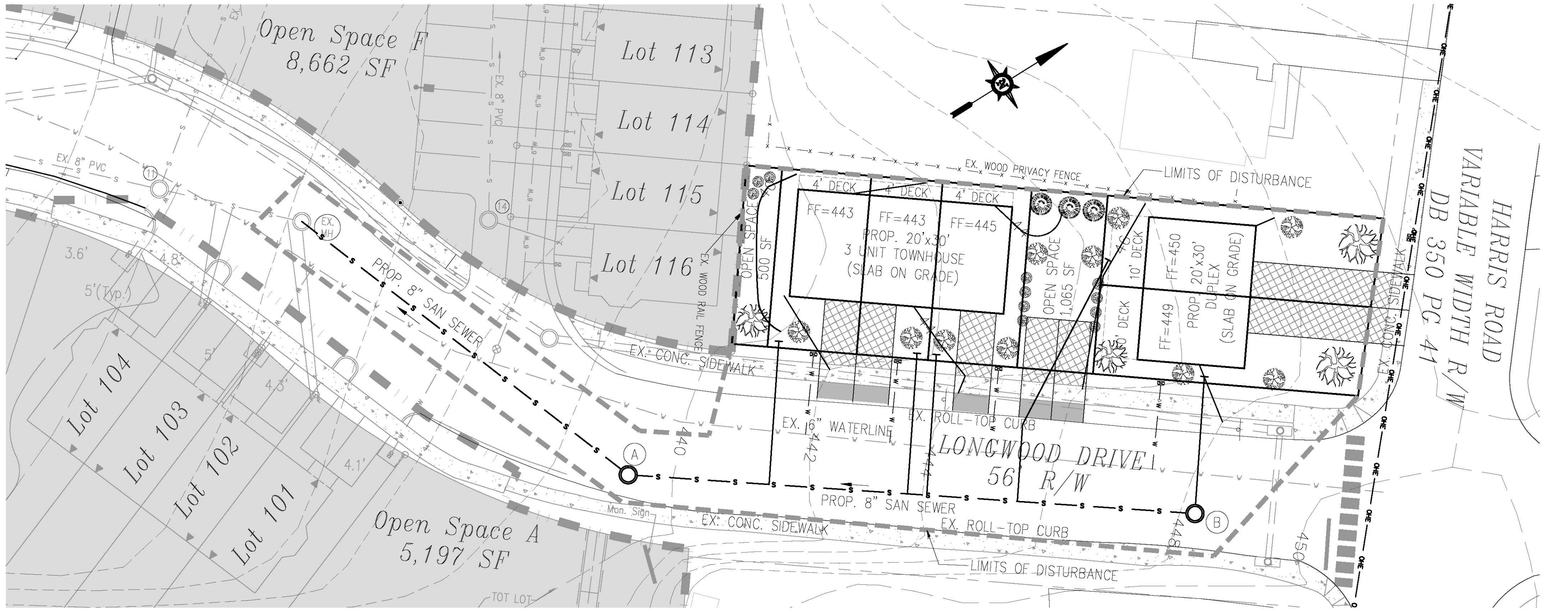
SHEET TITLE:
SURVEY/EXISTING CONDITIONS/OVERVIEW PLAN

DOM PROJECT NO: 09.0152

INDEX TITLE:
C2

SHEET NO: 2 of 3

DATE: 02/24/15



20 0 20 40 60
SCALE: 1" = 20'

LANDSCAPE PLAN
SCALE: 1" = 20'

CONSTRUCTION TIMING:
THE APPLICANT ANTICIPATES A TWO TO THREE MONTH CONSTRUCTION PERIOD TO PROVIDE BUILDING-READY PADS, INCLUDING UTILITY CONSTRUCTION.

LANDSCAPE KEY
- LARGE DECIDUOUS TREE
- EVERGREEN
- FLOWERING TREE
- SHRUB

SITE TABULATIONS

UNIT SUMMARY

	Ac.	UNITS	DENSITY(DU/Ac)
EXISTING PUD	4.53	61	13.5 DU/Ac
PROPOSED AMENDMENT TO PUD	0.20	5*	--
TOTAL	4.73	66	14 DU/Ac

* 3-BEDROOM UNITS

PARKING SUMMARY

EXISTING PUD
- REQUIRED: 118 SPACES
- PROVIDED: 129 SPACES

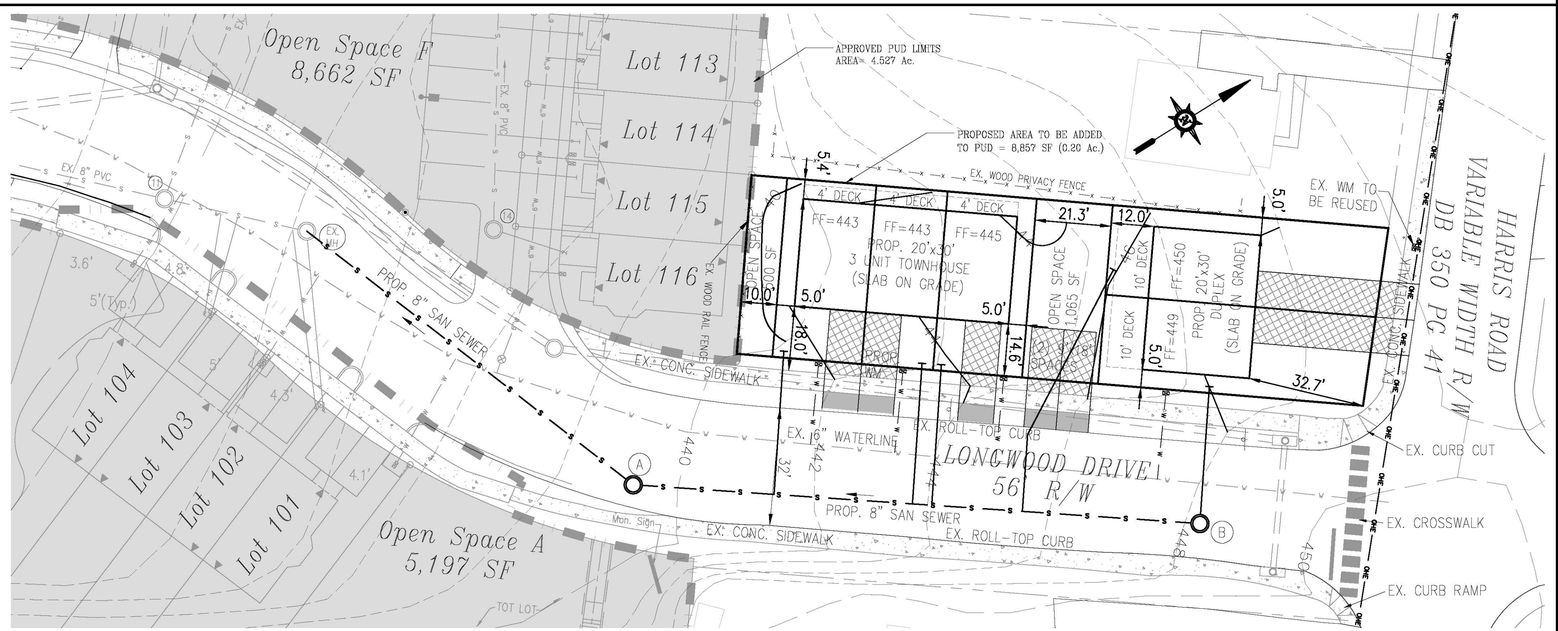
FOR AMENDMENT TO PUD
- REQUIRED: 1 SPACE/UNIT = 5 SPACES
- PROVIDED: 7 SPACES

OPEN SPACE SUMMARY

	Ac.	%
EXISTING PUD	0.84	0.84/4.53 = 18.6 > 15% MINIMUM REQUIRED
PROPOSED AMENDMENT TO PUD	0.05	0.05/0.20 = 25.0 > 15% MINIMUM REQUIRED
TOTAL	0.89	0.89/4.73 = 18.8 > 15% MINIMUM REQUIRED

MAX. BUILDING HEIGHT: 35'
PROP. BUILDING HEIGHT: 35'

USE: RESIDENTIAL



20 0 20 40 60
SCALE: 1" = 20'

SITE PLAN
SCALE: 1" = 20'

LEGEND
- NEW CONCRETE DRIVEWAY APRON
- NEW PERVIOUS PAVEMENT

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civil engineers surveyors planners designers

COMMONWEALTH OF VIRGINIA
MICHAEL F. MYERS
Lic. No. 33028
PROFESSIONAL ENGINEER

REVISIONS

NO.	DESCRIPTION	DATE
1	CITY COMMENTS	02/24/15

DESIGNED BY: ARC
DRAWN BY: ARC
CHECKED BY: MFM
SCALE: AS SHOWN
FILE NAME: 14.0112-LONGWOOD-B.dwg

PROJECT TITLE:
PLANNED UNIT DEVELOPMENT AMENDMENT FOR
LONGWOOD DRIVE PUD
CITY OF CHARLOTTESVILLE, VIRGINIA

SHEET TITLE:
SITE PLAN/LANDSCAPE PLAN

DOM PROJECT NO: 09.0152

INDEX TITLE:
C3

SHEET NO: 3 of 3

DATE: 02/24/15

FINAL SITE PLAN FOR
LONGWOOD DRIVE PUD

TAX MAP 20, PARCELS 263 THROUGH 272 &
TAX MAP 21A, PARCELS 144 THROUGH 146
CITY OF CHARLOTTESVILLE, VIRGINIA

PROFFERS

STATEMENT OF FINAL PROFFER CONDITIONS
For the LONGWOOD DRIVE PUD

Dated as of March 20, 2009

TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF CHARLOTTESVILLE:

The undersigned is the owner of land subject to the above-referenced rezoning petition ("Subject Property"). The Owner/Applicant seeks to amend the current zoning of the Subject Property subject to certain voluntary development conditions set forth below. In connection with this rezoning application, the Owner/Applicant seeks approval of a PUD as set forth within a PUD Development Plan dated 12/23/2008.

The Owner/Applicant hereby proffers and agrees that if the Subject Property is rezoned as requested, the rezoning will be subject to, and the Owner will abide by, the approved PUD Development Plan as well as the following conditions:

1. A new pedestrian trail from Longwood Drive to Jackson Via Elementary School parking lot shall be provided substantially as shown on the attached concept plan. The provision of such trail shall be subject to the reasonable approval of the City School Board.

2. A new pedestrian trail connecting the cul-de-sac of Longwood Drive to existing Rivanna Trail system on the property now owned by the City of Charlottesville to the south of the Subject Property shall be provided.

3. Funding for improvements to the existing trails from Jackson Via Elementary School to the Rivanna Trail and Rivanna Trail area in floodway to the south of the PUD site will be provided to the City up to the amount of $20,000.00 within 6 months after site plan approval. Improvements to be so funded shall be commenced within 12 months after the payment of such funding to the City and thereafter completed within a reasonable time.

4. Pervious paving methods will be used in any newly constructed off-street parking spaces within the PUD site to reduce stormwater runoff into the city stormwater system.

5. 15% of dwelling units (calculated to the nearest whole number) within the PUD will be designated as "affordable housing" units. Such "affordable housing" units shall be offered for first sale, for a period of 6 months after the issuance of certificates of occupancy for such units to a households whose income is 60% to 80% of Median Area Income as defined by the most recent figures generated by the U.S. Department of Housing and Urban Development. The offering price for such units shall be such that the annual cost of housing for such households does not exceed 30% of the household's gross income, including taxes and insurance, together with periodic payments of principal and interest for a purchase money loan from a commercial lender using customary and reasonable underwriting criteria applicable to the Charlottesville area. In the event that the units offered for first sale and not purchased by qualifying households within such 6 months' period, this restriction shall terminate, and the units may thereafter be offered for sale at market prices.

6. The Owner will donate the sum of Fifty thousand dollars ($50,000.00) to the City of Charlottesville for its affordable housing fund.

7. The Owner agrees to offer to re-locate any household displaced by the construction of this PUD to another rental unit owned by Owner on Longwood Drive and to pay such the reasonable costs of moving and re-location. Such relocation shall be on rental terms substantially similar to the terms applicable to the unit from which such household is relocated.

8. Owner agrees to make available for rent to households with Section 8 vouchers four rental units on Longwood Drive for a period of five years after approval of the PUD application. Owner shall have the right to qualify any prospective tenants who would occupy such units with Section 8 vouchers in accordance with Owner's customary tenant selection criteria for similar non-Section 8 units (aside from the income requirement).

VICINITY MAP SCALE: 1"=1000'

SIGNATURE BLOCK DATE

DIRECTOR OF NEIGHBORHOOD DEVELOPMENT SERVICES

SHEET INDEX

Dominion Engineering
172 South Pantops Drive
Charlottesville, VA 22911
434.979.7187 (p)
434.979.7641 (f)
DEIVA.com

engineers surveyors planners architects

COMMONWEALTH OF VIRGINIA
NEAL N. WRIGHT
Lic. No. 22402
5/27/10
PROFESSIONAL ENGINEER

REVISIONS

NO.	DESCRIPTION	DATE
1.	CITY COMMENTS	5/21/10
2.	CITY COMMENTS	8/26/10

DESIGNED BY: JMS
DRAWN BY: CWS
CHECKED BY: NNW
SCALE: As Shown
FILE NAME: 20-263_PS

PROJECT TITLE: FINAL SITE PLAN FOR LONGWOOD DRIVE PUD CITY OF CHARLOTTESVILLE, VIRGINIA

SHEET TITLE: COVER SHEET

DE PROJECT NO: 09.0152

INDEX TITLE: C1

SHEET NO: 1 OF 14

DATE: 5-5-2010

TMP 20-196
Parcel X, Addition Eight
Azalea Gardens
George S. Jr. & Frances B. Meadors
DB 295-531
DB 252-561

TMP 20-259.31
Lot 18, Addition Eight
Azalea Gardens
R. L. Beyer Construction, INC.
DB 2009-193

TMP 20-259.32
Lot 19, Addition Eight
Azalea Gardens
R. L. Beyer Construction, INC.
DB 2009-193

TMP 20-259.33
Lot 20, Addition Eight
Azalea Gardens
R. L. Beyer Construction, INC.
DB 2009-193

TMP 20-259.34
Lot 21, Addition Eight
Azalea Gardens
R. L. Beyer Construction, INC.
DB 2009-193

TMP 20-259.35
Lot 22, Addition Eight
Azalea Gardens
R. L. Beyer Construction, INC.
DB 2009-193

TMP 20-278
Open Space
City of Charlottesville

TMP 21B 1
Jackson-Via Elementary
School of Charlottesville

Existing Vegitation Legend:
- CH - Cherry Tree
- DW - Dogwood Tree
- GUM - Gum Tree
- LOC - Locust Tree
- MP - Maple Tree
- OK - Oak Tree
- PAR - Paradise Tree
- PN - Pine Tree
- POP - Poplar Tree
- SPC - Spruce Tree
- SYC - Sycamore Tree

6' Pedestrian Access Easement
20' Sanitary Easement
8" PVC
Top=393.87
Inv. In=389.87
Inv. Out=389.62
OPEN SPACE D
PARK AREA
0.04 ACRES
1,540 SF
Top=392.00
Inv. In=388.84
Inv. Out=388.64
Exist. Drainage Easement
Sanitary Clean Out (Typ.)
Lot 139
Lot 138
Lot 137
Lot 136
Lot 135
Lot 134
Lot 133
Lot 132
Lot 131
Lot 130
Lot 129
Lot 128
Lot 127
Lot 126
Lot 125
Lot 140
Lot 141
Lot 142
Lot 143
Lot 144
Lot 145
Lot 146
Lot 147
Longwood Drive
30' Public R/W
20' Sanitary Easement
OPEN SPACE C
PARK AREA
0.12 ACRES
5,454 SF
20' Access Easement
OPEN SPACE B
PARK AREA
0.238 ACRES
10,359 SF
Access Easement
One Way Sign
Do Not Enter Sign
One Way Sign
45° Bend
Water Service Line (Typ.)
Retaining Wall w/ Safety Rail
Top=383.49
Inv. In=378.74
Inv. Out=378.69
Exist. 8" TC @ 41.53%
Doghouse MH
Top=380.15
Inv. In=375.20
Inv. Out=375.10
Exist. Utility Easement
Top=422.62
Inv. In=418.62
Inv. Out=418.42
8" Terra Cotta @ 10.0%
Exist. Utility Easement
Top=418.50
Inv. In=406.28
Inv. Out=406.08
8" Terra Cotta @ 1.0%
Exist. Utility Easement
Top=380.35
Inv. In=375.20
Inv. Out=375.10
No Parking Sign
10'X5' Waterline Easement (Typ.)
Sanitary Lateral (Typ.)
Sanitary Clean Out (Typ.)
Flint Drive
56' Public R/W
Lot 124
Lot 123
Lot 122
Lot 121
Lot 120
Lot 119
Lot 118
Lot 117
20' Sanitary Easement
JAMES H. PUD

Landscape Notes:
1. Additional street trees to be planted per the PUD plan upon approval of adjacent property owners
2. Required Canopy = 0.15 X Area of Site
   0.15 X 197,196 S.F. = 29,580 S.F.
   New Canopy Provided = 6,227 S.F.
   Existing Canopy to Remain (Approx. 157 Trees): 17,584 S.F. * 1.5 = 24,921 S.F.
   Total Canopy Provided = 31,148 S.F.
3. See sheet C8 for Plant List.

Quant.	Key	Botanical Name	Common Name	Min. Cal. or Height	Area of Canopy (S.F.)	CanopyTotal (S.F.)	Remarks
20	AR	Acer rubrum 'Armstrong'	'Armstrong' Red Maple	2" Cal.	53	1060	
11	GB	Ginko Biloba 'Magyar'	'Magyar' Ginkgo	2" Cal.	87	957	
9	NS	Nyssa sylvatica	Blackgum	2" Cal.	123	1107	
5	QP	Quercus phellos	Willow Oak	2" Cal.	419	2095	
		ORNAMENTAL TREES					
6	CF	Cornus Florida & cvs	Flowering Dogwood	6'-7'	124	744	
		DECIDUOUS SHRUBS					
15	CA	Clethra alnifolia 'Sixteen Candles'	Sixteen Candles	36"	16	240	
8	FG	Fothergilla gardenii	Dwarf Fothergilla	36"	3	24	

Canopy Coverage	6,227

SCALE: 1" = 20'

Dominion Engineering
172 South Pantops Drive
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434.979.0121 (tel)
434.979.0441 (fax)
DOMVA.com
engineers surveyors planners architects

COMMONWEALTH OF VIRGINIA
NEAL N. WRIGHT
Lic. No. 22402
PROFESSIONAL ENGINEER
5/27/10

REVISIONS

NO.	DESCRIPTION	DATE
1.	CITY COMMENTS	5/21/10
2.	CITY COMMENTS	8/26/10

DESIGNED BY: JMS
DRAWN BY: CWS
CHECKED BY: NNW
SCALE: As Shown
FILE NAME: 20-263-PS

PROJECT TITLE:
FINAL SITE PLAN FOR
LONGWOOD DRIVE PUD
CITY OF CHARLOTTESVILLE, VIRGINIA

SHEET TITLE:
LANDSCAPE PLAN

DDR PROJECT NO: 09.0152

INDEX TITLE:
C8

SHEET NO 8 OF 14

DATE: 5-5-2010

Existing Vegitation Legend:
CH - Cherry Tree
DW - Dogwood Tree
GUM - Gum Tree
LOC - Locust Tree
MP - Maple Tree
OK - Oak Tree
PAR - Paradise Tree
PN - Pine Tree
POP - Poplar Tree
SPC - Spruce Tree
SYC - Sycamore Tree

TMP 21A-100
RICHARD N. & CAROL A. WARD
DB 1054-645

TMP 21A-101
Brian Hubbell & Andrea Laakso
DB 1658-398

TMP 21A-103
Christine Kirchner & Charles Hall
DB 1100-747

TMP 21A-104
Albert W. & Elsie Thomas
DB 350-39

TMP 21A-108
William F. & Patricia R. Morris
DB 394-739

TMP 21B-1
Jackson-Via Elementary School of Charlottesville

Longwood Drive
56' Public R/W

Harris Road

Lot 101 | Lot 102 | Lot 103 | Lot 104 | Lot 105 | Lot 106 | Lot 107 | Lot 108 | Lot 109 | Lot 110 | Lot 111 | Lot 112 | Lot 113 | Lot 114 | Lot 115 | Lot 116

OPEN SPACE E
0.049 ACRES
2,122 SF

OPEN SPACE PARK AREA
0.199 ACRES
8,662 SF

TOT LOT
OPEN SPACE A
PARK AREA
MP0.124 ACRES
5,413 SF

20' Drainage Easement
Access & Utility Easement
6' Pedestrian Access Easement
Trail to Jackson-Via School
Water Service Line (Typ.)
Sanitary Clean Out (Typ.)
Exist. Drainage Easement
No Parking Sign
Mon. Sign

Top=431.67
Inv. In=424.70
Inv. Out=424.50
8" PVC
Top=436.66
Inv. In=430.15
Inv. Out=429.95
Top=429.80
Inv. Out=425.00
Top=422.27
Inv. In=415.10
Inv. Out=415.09
Exist. 24" RCP @ 4.5%
Top=426.46
Inv. In=423.00
Inv. Out=422.90
Top=428.33
Inv. In=423.15
Inv. Out=420.97
Top=429.36
Inv. In=425.46
Inv. Out=421.56
Top=429.70
Inv. In=426.23
Inv. Out=423.52
Top=436.96
Inv. In=430.96
Top=432.68
Inv. In=428.38
Inv. Out=428.28
Top=438.50
Inv. In=434.10
Inv. Out=434.00
Top=450.18
Inv. In=445.15
Inv. Out=445.05
24" HDPE
6" Terra Cotta @ 5.6%
15" HDPE
8" PVC
24" HDPE

Landscape Notes:
1. Additional street trees to be planted per the PUD plan upon approval of adjacent property owners
2. Required Canopy = 0.15 X Area of Site
0.15 X 197,196 S.F. = 29,580 S.F.
New Canopy Provided = 6,227 S.F.
Existing Canopy to Remain (Approx. 137 Trees): 16,614 S.F. * 1.5 = 24,921 S.F.
Total Canopy Provided = 31,148 S.F.
3. See sheet C8 for Plant List.

SCALE: 1" = 20'

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engineers surveyors planners architects

COMMONWEALTH OF VIRGINIA
NEAL N. WRIGHT
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3/27/10
PROFESSIONAL ENGINEER

REVISIONS		
NO.	DESCRIPTION	DATE
1.	CITY COMMENTS	5/21/10
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DESIGNED BY: JMS
DRAWN BY: CWS
CHECKED BY: NNW
SCALE: As Shown
FILE NAME: 20-263-PS

PROJECT TITLE:
FINAL SITE PLAN FOR
LONGWOOD DRIVE PUD
CITY OF CHARLOTTESVILLE, VIRGINIA

SHEET TITLE:
LANDSCAPE PLAN

DDR PROJECT NO: 09.0152

INDEX TITLE:
C9

SHEET NO: 9 OF 14

DATE: 5-5-2010

BEFORE THE CITY COUNCIL OF THE CITY OF CHARLOTTESVILLE, VIRGINIA
IN RE: PETITION FOR REZONING (City Application No. _____)
STATEMENT OF PRELIMINARY PROFFER CONDITIONS
For the LONGWOOD DRIVE PUD

Dated as of March 20, 2009

TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF CHARLOTTESVILLE:

The undersigned is the owner of land subject to the above-referenced rezoning petition ("Subject Property"). The Owner/Applicant seeks to amend the current zoning of the Subject Property subject to certain voluntary development conditions set forth below. In connection with this rezoning application, the Owner/Applicant seeks approval of a PUD as set forth within a PUD Development Plan dated 12/23/2008.

The Owner/Applicant hereby proffers and agrees that if the Subject Property is rezoned as requested, the rezoning will be subject to, and the Owner will abide by, the approved PUD Development Plan as well as the following conditions:

1. A new pedestrian trail from Longwood Drive to Jackson Via Elementary School parking lot shall be provided substantially as shown on the attached concept plan. The provision of such trail shall be subject to the reasonable approval of the City School Board.

2. A new pedestrian trail connecting the cul-de-sac of Longwood Drive to existing Rivanna Trail system on the property now owned by the City of Charlottesville to the south of the Subject Property shall be provided.

3. Funding for improvements to the existing trails from Jackson Via Elementary School to the Rivanna Trail and Rivanna Trail area in floodway to the south of the PUD site will be provided to the City up to the amount of $20,000.00 within 6 months after site plan approval. Improvements to be so funded shall be commenced within 12 months after the payment of such funding to the City and thereafter completed within a reasonable time.

4. Pervious paving methods will be used in any newly constructed off-street parking spaces within the PUD site to reduce stormwater runoff into the city stormwater system.

5. 15% of dwelling units (calculated to the nearest whole number) within the PUD will be designated as "affordable housing" units. Such "affordable housing" units shall be offered for first sale, for a period of 6 months after the issuance of certificates of occupancy for such units to a households whose income is 60% to 80% of Median Area Income as defined by the most recent figures generated by the U.S. Department of Housing and Urban Development. The offering price for such units shall be such that the annual cost of housing for such households does not exceed 30% of the household's gross income, including taxes and insurance, together with periodic payments of principal and interest for a purchase money loan from a commercial lender using customary and reasonable underwriting criteria applicable to the Charlottesville area. In the event that the units offered for first sale and not purchased by qualifying households within such 6 months' period, this restriction shall terminate, and the units may thereafter be offered for sale at market prices.

6. The Owner will donate the sum of Fifty thousand dollars ($50,000.00) to the City of Charlottesville for its affordable housing fund.

7. The Owner agrees to offer to re-locate any household displaced by the construction of this PUD to another rental unit owned by Owner on Longwood Drive and to pay such the reasonable costs of moving and re-location. Such relocation shall be on rental terms substantially similar to the terms applicable to the unit from which such household is relocated.

8. Owner agrees to make available for rent to households with Section 8 vouchers four rental units on Longwood Drive for a period of five years after approval of the PUD application. Owner shall have the right to qualify any prospective tenants who would occupy such units with Section 8 vouchers in accordance with Owner's customary tenant selection criteria for similar non-Section 8 units (aside from the income requirement).

WHEREFORE, the undersigned Owner stipulates and agrees that the use and development of the Subject Property shall be in conformity with the conditions hereinabove stated and requests that the Subject Property be rezoned as requested in accordance with the Zoning Ordinance of the City of Charlottesville.

Respectfully submitted this 20th day of March, 2009.

By Owner: Neighborhood Investments, LLC

Richard T. Spurzem, Manager

Owner's Address: P.O. Drawer R,
Charlottesville, VA 22903

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA

Agenda Date:	June 15, 2015
Action Required:	Vote on a request for a sidewalk waiver
Presenter:	Matt Alfele, City Planner, Neighborhood Development Services
Staff Contact:	Matt Alfele, City Planner, Neighborhood Development Services
Title:	**Sidewalk Waiver Request for 400 Harris Road (Naylor Street Subdivision)**

Background:

Justin Shimp, acting as agent for Naylor St. LLC, is requesting a waiver from sidewalk requirements for a proposed subdivision at 400 Harris Road. The proposed subdivision shows an approximately 330' foot extension of Naylor Street (proposed as a new public street). According to City Code 29-182(j) of the City's subdivision regulations, the applicant is required to provide sidewalks on both sides of the extension of a proposed new public street, unless an exception or variation is granted.

In August 2007, the Planning Commission approved a subdivision with an identical road layout to what is being proposed now. As part of that approval, the Planning Commission granted a sidewalk waiver for the eastern portion of Naylor Street. The Commission found that the sidewalk as proposed on the western side of Naylor Street met the Comprehensive Plan's objective of improving the interconnected system of sidewalks throughout the community. The development authorized by the previous subdivision approval was never pursued, and that prior approval expired, along with the sidewalk waiver, in 2012.

In 2007 it was the practice for the Planning Commission to approve waiver requests, as referenced within § 29-182(j) of the subdivision ordinance; however, since that time the Virginia Supreme Court has decided that only City Council may grant this type of waiver. Therefore, the current practice for requests presented by developers pursuant to City Code 29-182 is for the approval of the requested waivers to be presented to City Council for review and decision.

Discussion:

Section 29-182(j) of the City's subdivision ordinance requires that sidewalks must be constructed within a proposed subdivision, subject to certain standards and regulations. A new street is proposed as part of this proposed subdivision.

City staff evaluates sidewalk waiver requests based on whether engineering challenges exist that would require an undue financial burden on the applicant, if the sidewalk would cause a disproportionate increase in the cost of the City to maintain the sidewalk in the future (i.e. the need for retaining walls), the sidewalk's potential impact to nearby trees and utilities, and if there is sufficient right-of-way to construct the sidewalk without requiring additional right-of-way acquisition. City engineering staff examined the subject lots and found no topographic challenges that would lead to any undue cost to the applicant. No undue maintenance burden on future cost to the City was found. Staff did find an impact to utilities and proposed tree plantings. The applicant is proposing to relocate existing overhead electric utilities underground, and installing a sidewalk could interfere with that effort.

The justification from the applicant cites that new lots are only proposed on the west and south side of Naylor Street and the existing adjoining properties will have rear or side abutments to Naylor Street. The applicant states that it is unlikely a sidewalk on the opposite side of the development would be used by any residents of the new subdivision or neighbors of the development. Additionally the applicant contends that providing a sidewalk in this area would reduce the tree planning zone to 4.3'feet. This reduction in a landscape strip would not be ideal for street trees. Without the sidewalk, the strip would be 9.3'feet and more appropriate for street trees.

Alignment with Council Vision Areas and Strategic Plan:

The City Council Vision of A Green City states that "Charlottesville citizens live in a community with a vibrant urban forest, tree-lined streets, and lush green neighborhoods."

The City Council Vision of America's Healthiest City states that "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."

The project contributes to Goal 2 of the Strategic Plan, Be a safe, equitable, thriving, and beautiful community, and objective 2.3, to provide reliable and high quality infrastructure.

Community Engagement:

On March 18, 2015 staff held a meeting at NDS with adjacent property owners and concerned citizens. One concern voiced by citizens living in the adjacent Longwood Drive development was the possibility of a sidewalk running along the back of their property. They would be more in favor of plantings between their property and Naylor Street.

Budgetary Impact:

If the City Council grants a sidewalk waiver to an applicant in connection with the proposed development of a new subdivision/ city street, then if the City later wishes to establish a sidewalk adjacent to the developed street, the City will be required to pay for and complete that construction in accordance with its approved CIP. If City Council does not grant this waiver, and a new sidewalk is established on both sides of the new city street, then the City's long-term maintenance costs will be slightly higher than if a sidewalk is constructed only on one side of the new street.

Recommendation:

Following a review of the request, staff has made the following findings:

- Staff finds that having sidewalks on both sides of a road is ideal for connecting streets in a grid pattern, but will not improve pedestrian connectivity on a cul de sac where development is only on one side.
- The City would be responsible for maintaining a sidewalk that would see very limited use and those resources could be better utilized on other sidewalks throughout the City.
- Additional screening on the eastern portion of Naylor Street would mitigate the impact of a new road on adjacent properties better than a sidewalk.
- Keeping the sidewalk clear of snow and debris would be the responsibility of the existing lots that are facing Longwood Drive as the proposed sidewalk would abut the back of their properties. This is not an ideal outcome.

Staff recommends the waiver request be approved with the following conditions.

1. The developer of the Proposed Subdivision shall include within the plans for the proposed subdivision provisions for plantings, in addition to those required by *Sec. 34-870. - Streetscape trees*, along the eastern portion of proposed new section Naylor Street for which the sidewalk construction is being waived (see Paragraph 2, below), in order to screen adjacent properties from the subdivision development. Such additional plantings shall be of a nature and type determined by the Director of Neighborhood Development Services, or designee, to be necessary to achieve a level of screening above that required by 34-870;

provided, however, that the screening shall not be required to achieve the level of screening referred to within 34-871 as "S-3".

2. The final approved subdivision plat for the Proposed Subdivision shall show the edge of the right-of-way as being the edge of pavement for the new Naylor Street. A strip of land between Naylor Street and the abutting lots to the east will be included and shown on the final approved subdivision plat as open space for the Proposed Subdivision, this strip of land shall be required to be maintained by the Home Owners Association (HOA) for the Naylor Street Subdivision, including the street trees required by paragraph 1, above. Utility easements will be provided within this area as needed, in locations as shown on the final approved subdivision plat.

3. This sidewalk waiver is approved only for the development shown within the plans for the Proposed Subdivision that is the subject of this request. In the event the Proposed Subdivision is never approved, or once approved, is never established, then this waiver shall not extend to any other use or development of the land that is currently shown as 400 Harris Road. No subsequent owners or developers of 400 Harris Road shall be precluded from seeking a sidewalk waiver for a different use or development that may be proposed at a later date.

Alternatives:

City Council has several alternatives:

(1) by resolution, approve the sidewalk waiver request with conditions for 400 Harris Road (proposed Naylor Street Subdivision).
(2) by motion, take action to deny the sidewalk waiver request with condition for 400 Harris Road (proposed Naylor Street Subdivision).

Attachments:

Application
Letter from the applicant
Site Plan pulled from the Subdivision submittal

RESOLUTION
Approving a Sidewalk Waiver Request for
400 Harris Road
(Property within the Proposed "Naylor Street Subdivision")

WHEREAS, application has been made by Naylor Street, LLC, acting as the authorized agent for Richard and Carol Ward, who are the owners of property located at 400 Harris Road, identified on City Tax Map 21A as Parcel 100 ("Subject Property"), seeking a waiver of the sidewalk requirement set forth within City Code 29(j) with respect to the development shown within the proposed subdivision plan dated February 25, 2015, application number P15-0037, showing a proposed division of 400 Harris Road into seven (7) new lots ("Proposed Subdivision"); and

WHEREAS, City staff has submitted to Council comments and recommendations regarding the sidewalk waiver request, and Council has reviewed the staff recommendations and the information and materials submitted with the application;

WHEREAS, City Council has considered the factors set forth within City Code § 29-182(j)(5) and § 29-36 and has determined that the sidewalk waiver request should be approved, subject to suitable regulations and safeguards; **NOW, THEREFORE**,

BE IT RESOLVED by the Council for the City of Charlottesville, Virginia, THAT the requested sidewalk waiver is approved for the development plan shown for the Proposed Subdivision, subject to the following conditions:

1. The developer of the Proposed Subdivision shall include within the plans for the proposed subdivision provisions for plantings, in addition to those required by *Sec. 34-870. - Streetscape trees*, along the eastern portion of proposed new section Naylor Street for which the sidewalk construction is being waived (see Paragraph 2, below), in order to screen adjacent properties from the subdivision development. Such additional plantings shall be of a nature and type determined by the Director of Neighborhood Development Services, or designee, to be necessary to achieve a level of screening above that required by 34-870; provided, however, that the screening shall not be required to achieve the level of screening referred to within 34-871 as "S-3".

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3. This sidewalk waiver is approved only for the development shown within the plans for the Proposed Subdivision that is the subject of this request. In the event the Proposed Subdivision is never approved, or once approved, is never established, then this waiver shall not extend to any other use or development of the land that is currently shown as 400 Harris Road. No subsequent owners or developers of 400 Harris Road shall be precluded from seeking a sidewalk waiver for a different use or development that may be proposed at a later date.

WAIVER REQUEST FORM

Please Return To: City of Charlottesville
Department of Neighborhood Development Services
PO Box 911, City Hall
Charlottesville, Virginia 22902
Telephone (434) 970-3182 Fax (434) 970-3359

For a Critical Slopes Waiver Request, please include one of the following application fees: $75 for single-family or two-family projects; $500 for all other project types. **additional application form required*
For all other Waiver Requests, please include one of the following application fees: $50 for single-family or two-family projects; $250 for all other project types.

Project Name/Description Naylor Street Parcel Number 21A-100
Address/Location Off Harris Rd accross from existing Naylor St.
Owner Name Richard W. & Carol A. Ward Applicant Name Naylor St. LLC

Applicant Address: 148 Tanbark Dr. Afton, VA 22920
Phone (H) _____ (W) _____ (F) _____
Email: justin@shimp-engineering.com

Waiver Requested (review Zoning Ordinance for items required with waiver submissions):

- [X] Sidewalk *Contact Staff for Supplemental Requirements
- [ ] Drainage/Storm Water Management
- [ ] Off-street Parking
- [ ] Site Plan Review
- [ ] Lighting
- [ ] Landscape
- [ ] Signs
- [ ] Setbacks
- [ ] Critical Slopes **additional application form required*
- [ ] Communication Facilities
- [ ] Other
- [ ] Stream Buffer Mitigation Plan

Description of Waiver Requested: We are requesting a sidewalk waiver as permitted by section 29-182(j) to allow construction of new subdivision street with sidewalk on one side.
Reason for Waiver Request: See attached letter.

Applicant Signature _____ Date 4/22/15

Property Owner Signature (if not applicant) _____ Date 4/22/15

For Office Use Only: Date Received: _____

Review Required: Administrative _____ Planning Commission _____ City Council _____

Approved: _____ Denied: _____ _____ Director of NDS

Comments: _____

Justin Shimp paid 250.00 on 4/24/2015
P15-0064

SHIMP ENGINEERING P.C.

PROJECT MANAGEMENT
CIVIL ENGINEERING
LAND PLANNING

April 10th, 2015

Mr. Matt Alfele
City Planner
City of Charlottesville
Neighborhood Development Services

Regarding: Naylor Street – Sidewalk Waiver Request

Dear Mr. Alfele,

As suggested in your comment letter of March 26, 2015 we are requesting a sidewalk waiver as permitted by section 29-182 (j) to allow construction of new subdivision street with sidewalk on only one side of the street as shown on the most recent submitted subdivision plan. The justification for this request is as follows:

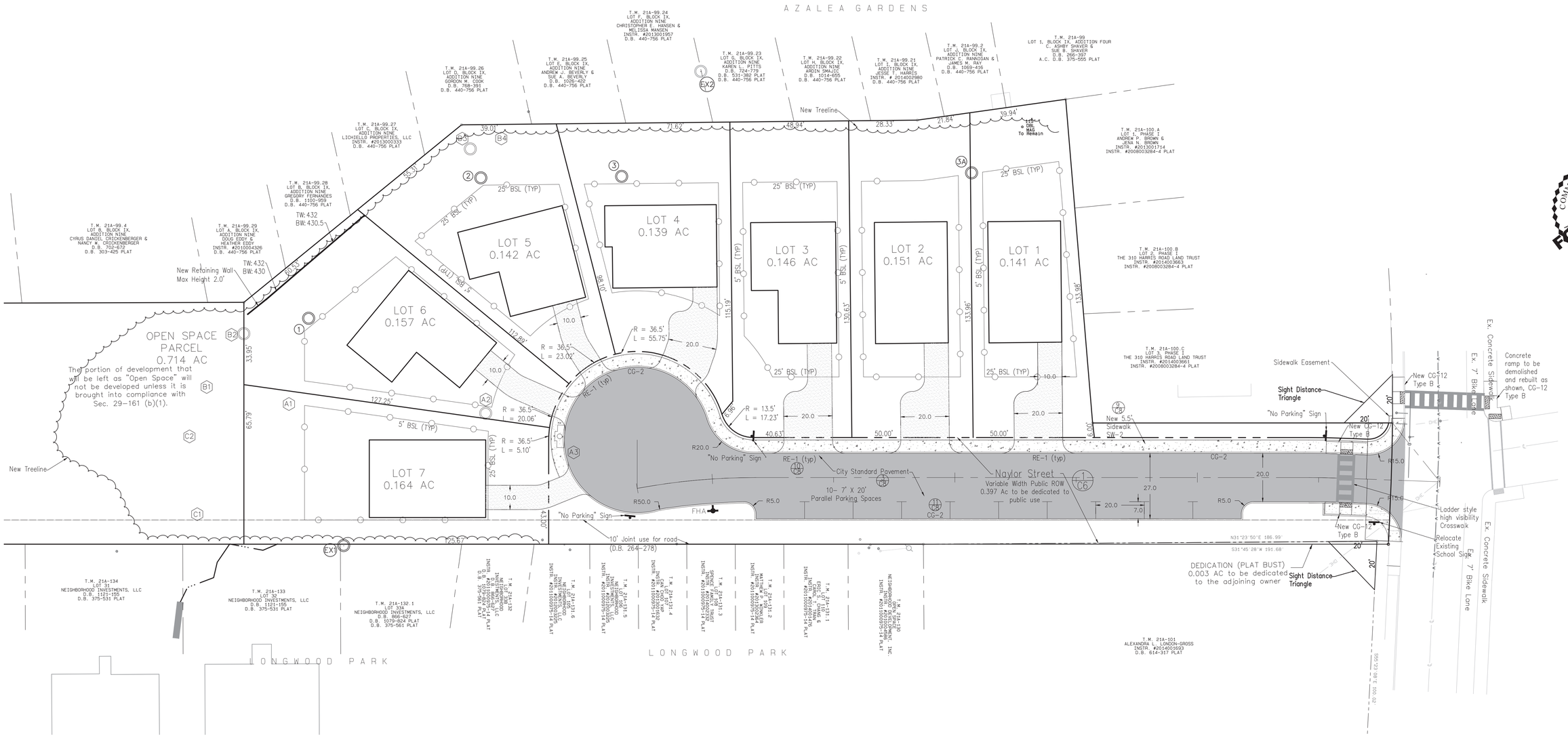
- Lots are only proposed on one side of the street. Adjoining properties to the East of the proposed subdivision street are developed and generally have sides or rears of buildings adjacent to the proposed street.
- The length of the proposed street is 330' and serves only 7 lots. It is unlikely that a sidewalk on the opposite side of the development would be used by any residents of the new subdivision or neighbors of the development.
- The distance between the curb line and adjoining properties to the East is approximately 9.3' as proposed without a sidewalk. Providing a sidewalk in this area would reduce the tree planting zone to 4.3'. This reduced width of landscape strip is not ideal for street trees. Existing utilities run along the property line which would increase the probability of disruption of trees on that side of the street if they were planted in a narrower planting strip, closer to the property line, rather than in the 9.3' strip as proposed.

In summary we believe the sidewalk on both sides of the proposed street does not serve a greater public use than providing additional room for landscaping and buffering to adjacent established neighborhoods.

Please call us for any questions that you might have at (434) 227-5140.

Best Regards,

Justin Shimp, P.E.
Shimp Engineering, P.C.



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COMMONWEALTH OF VIRGINIA
JUSTIN M. SHIMP
Lic. No. 45183
PROFESSIONAL ENGINEER
FOR REVIEW

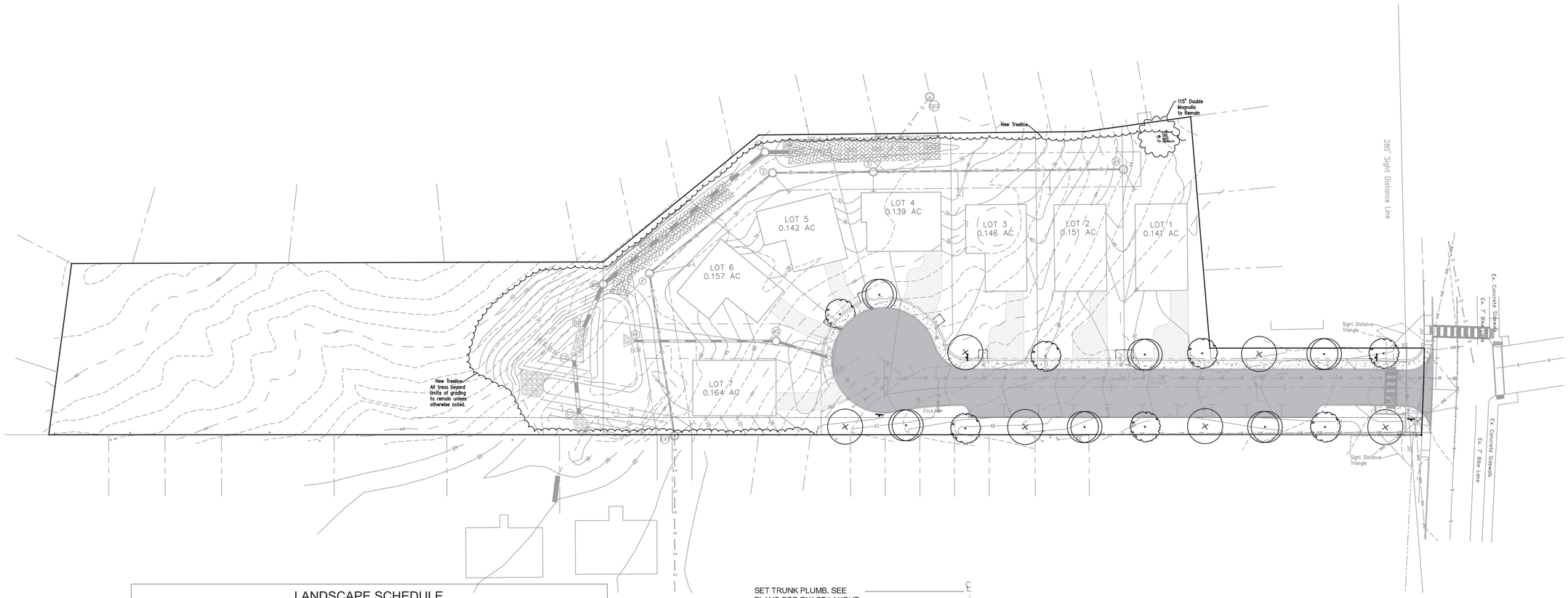
SITE PLAN

Rev. #	Date	Description
1.	4/10/15	Changes per City Comments

SUBDIVISION PLAN FOR
NAYLOR STREET
CITY OF CHARLOTTESVILLE, VIRGINIA

SCALE: 1" = 20'

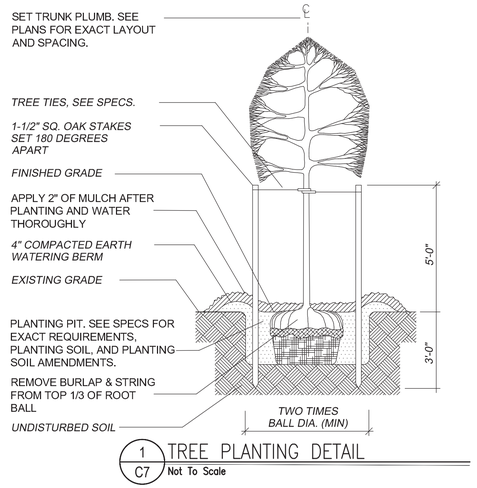
Date 2/25/15
Scale 1" = 20'
Sheet No. C3 0F13
File No. 14.028



LANDSCAPE SCHEDULE							
Plant Symbol	Planting Type	Botanical Name	Common Name	Min. Cal./Height	Quantity	Canopy	Total Canopy
	Large Shade Tree	Quercus phelios	Willow Oak	2" Cal.	7	370	2590
	Large Shade Tree	Acer rubrum	"October Glory" Red Maple	2" Cal.	6	596	3576
	Large Shade Tree	Zelkova serrata "Green Vase"	Green Vase Zelkova	2" Cal.	6	525	3150
				TOTAL:	19		9316

LANDSCAPING NOTES:
STREETSCAPE REQUIREMENT (SEC 34--870):
ONE LARGE TREE REQUIRED FOR EVERY 40 FT OF ROAD FRONTAGE, OR
ONE MEDIUM TREE REQUIRED FOR EVERY 25 FT OF ROAD FRONTAGE
TOTAL ROAD FRONTAGE = 756 FT
(19 LARGE SHADE TREES OR 30 MEDIUM TREES REQUIRED)
STREETSCAPE TREES PROVIDED = 19 LARGE SHADE TREES
CANOPY REQUIREMENT:
20% OF TOTAL SITE AREA
0.20 * (2.16 AC) = 18,818 SF REQUIRED
9,316 (NEW CANOPY) + 1.5(BONUS)*25,265 (EXISTING CANOPY, SEE TABLE ON SHEET C2) = 47,213 SF CANOPY PROVIDED

NOTE:
1. TREES PLANTED WITHIN PUBLIC RIGHT OF WAYS SHALL BE SUBJECT TO CITY OF CHARLOTTESVILLE LANDSCAPE TREE PLANTING SPECIFICATIONS AND SHALL BE MAINTAINED BY THE CITY OF CHARLOTTESVILLE AFTER 2 YEARS FROM THE DATE OF PLANTING.
2. FOR A PERIOD OF 2 YEARS FROM THE DATE OF PLANTING THE DEVELOPER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPLACEMENT OF ANY AND ALL STREETSCAPE TREES PLANTED IN THE CITY'S ROW, AFTER WHICH TIME THE CITY WILL TAKE OVER MAINTENANCE OF THE STREET TREES.



1 / C7 TREE PLANTING DETAIL
Not To Scale

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LANDSCAPE PLAN

Rev. #	Date	Description
1.	4/16/15	Changes per City Comments

SUBDIVISION PLAN FOR
NAYLOR STREET
CITY OF CHARLOTTESVILLE, VIRGINIA

Date 2/25/15
Scale 1" = 30'
Sheet No. C7 OF 13
File No. 14.028

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA

Agenda Date:	June 15, 2015
Action Required:	Approval of Resolution
Presenter:	Kathy McHugh, Housing Development Specialist
Staff Contacts:	Kathy McHugh, Housing Development Specialist Lisa Robertson, Chief Deputy Chief Attorney
Title:	**Affordable Dwelling Unit Ordinance Standard Operating Procedures/Regulations Revision**

Background:

Section 34-12 of the Code of the City of Charlottesville, 1990, as amended (Zoning Ordinance), allows for the provision of on-site or off-site "Affordable Dwelling Units" or a cash contribution to the City's affordable housing fund, in lieu of such units, as a condition of approval of a rezoning or special use application for residential or the residential portion of mixed use projects with a density equal to or greater than 1.0 FAR, or an equivalent density based on units per acre.

On February 18, 2014, initially City Council approved standard operating procedures/regulations to provide for implementation of the current code (Sec. 34-12) in place at that time. City Council is currently considering an ordinance to amend Sec. 34-12 to change the definition of affordable dwelling units such that the qualifying income level is increased from 60% to 80% of area median income and the term during which committed affordable dwelling units must remain affordable will be reduced from the current 30 year requirement to a term of not more than 30 years. The ordinance change will also allow the City to establish a minimum term as it deems necessary to ensure the establishment of committed affordable dwelling units. If this ordinance is approved under separate action, the standard operating procedures/regulations will also need to be modified to incorporate approved changes to the code.

Discussion:

Changes have been incorporated into the standard operating procedures/regulations to address the proposed revisions to Sec. 34-12. In addition, guidelines for a minimum term have been incorporated for both schedule 1 and 2 which deal with rental and for sale units respectively.

The proposed revisions to schedule 1 outline a method by which the minimum term for rental units can be determined. Specifically, staff would compare the proposed cash in lieu payment to the value of reduced rents (over time) associated with leasing properties at affordable rent levels. The minimum term would be established by the point in time at which reduced rents meet or exceed the cash contribution required. As an example: if affordable rents provide $100,000 less in rental income per year than market rate rents for the same sized units. With a required cash contribution of

$650,000, the applicant would be expected to provide a minimum term of 6.5 years or 78 months. In the event that such term equates to 5 years or less, City Council approval would be required.

In considering schedule 2 related to for sale units, terms will have to be determined on a case by case basis pursuant to the proposed development. In the event that such a term equates to 10 years or less, City Council approval would be required.

Alignment with Council Vision Areas and Strategic Plan:

Approval of this agenda items aligns directly with Council's vision for Charlottesville to provide *Quality Housing Opportunities for All* and Goal 1, Objective 1.3 of the Strategic Plan to *increase affordable housing options*.

Community Engagement:

Concern over the need for changes to §34-12 originated from discussions with the Housing Advisory Committee (HAC) regarding development of the initial implementing standard operating procedures/regulations. The HAC specifically expressed concern over the lack of provision of affordable units as a result of the ordinance being too prescriptive. This initial public engagement was the impetus for seeking a legislative change to amend the ordinance.

A joint public hearing of the Planning Commission and City Council was held at the regularly scheduled May 12, 2015 meeting of the Planning Commission. At this hearing, there was concern expressed over establishing a minimum commitment period for affordability; however, since the revisions to the Virginia Code expressly authorize the City to establish a minimum term for affordability, staff has incorporated a minimum term within the implementing regulations. By taking this approach, rather than specifying this commitment term within the ordinance, changes can be more easily amended to reflect market conditions and local goals for affordable housing over time.

During this same public hearing, the issue of whether proposed changes would impact the ability of teachers as well as police and fire department officers to have access to affordable dwelling units created under §34-12 was raised. Staff has subsequently consulted with both the school board and the City's Department of Human Resources to determine what impact this might have. Looking at entry level teachers (0-5 years' experience), the average salary is currently $47,531. Starting base pay for entry level police officers and firefighters is approximately $35,350 annualized. For Charlottesville police department, the average 2014 gross wages for police officers employed for the entire year was $48,090.01. For Charlottesville fire department, the average 2014 gross wages of firefighters employed the entire year was $50,476.27. Based on 80% area median income ($46,100 for one person), 31% of firefighters and 37% police officers would qualify for affordable dwelling units under the new regulations. As for teachers, only entry level employees (i.e., those making below the average of $47,531) would be eligible. Of course, area median income levels are adjusted by household size so officers and teachers making more than the lower salary ranges would potentially qualify depending upon the number of persons in their household. Ultimately, the increase from 60% area median income is viewed as having a positive impact on making affordable dwelling units potentially available to persons working in these various occupations.

Lastly, the proposed changes to the standard operating procedures/regulations were discussed with the Housing Advisory Committee at its regularly scheduled meeting on May 20, 2015. At this meeting the group indicated their support for the proposed changes, with one concern noted over the

potential loss of leverage that comes from private investment of affordable dwelling unit cash payments made into the Charlottesville Affordable Housing Fund. Staff recognizes that this is a potential factor; however, it should be noted that construction of affordable dwelling units will also leverage private funds in the form of the capital investment associated with constructing the actual units. In consideration of this, the leverage is thought to be a non-factor in determining the minimum term for units to remain affordable.

Budgetary Impact:

As the regulations could potentially encourage on-site or off-site development of affordable dwelling units, the City could see a reduction of cash payments in lieu; however, increased property taxes associated with new construction should help offset this and gains in affordable housing would potentially reduce the need for additional investments into the affordable housing fund, dependent upon the level of construction provided as a result.

Recommendation:

Staff recommends that the resolution revising the standard operating procedures/regulations be approved.

Alternatives:

Council could suggest alternative language and/or changes to the proposed draft; however, revisions to the standard operating procedures/regulations need to be in place to provide guidance for applicants/developers.

Attachments:

Resolution
Proposed Regulations

RESOLUTION

BE IT RESOLVED by the Council for the City of Charlottesville, Virginia, that this Council hereby approves the attached revised Affordable Dwelling Unit Regulations (as revised June 15, 2015), and the City Manager is hereby authorized to sign the following document, in form approved by the City Attorney or his designee.

> Standard Operating Procedure (SOP) providing regulations governing the affordable dwelling unit requirements of City Code Sec. 34-12 on residential housing projects that are approved for rezoning or special use permit.

CITY OF CHARLOTTESVILLE
STANDARD OPERATING PROCEDURE

Type of Policy: **ZONING REGULATIONS**	Department: NDS
Subject: Implementation of City Code 34-12 (Affordable Dwelling Units)	
Authorization: Charlottesville City Code Sec. 34-12(g)	
Approval by City Council: February 18 2014 Revised by City Council: June 15, 2015	Effective Date: July 1, 2015

I. PURPOSE OF REGULATIONS

The purpose of these zoning regulations is to assure the performance of affordable dwelling unit obligations by developers who obtain approval of rezonings and special use permits subject to the provisions of Sec. 34-12 of the Charlottesville City Code ("City Code"). These regulations may be referred to as the City's "Affordable Dwelling Unit Regulations".

II. ENABLING ORDINANCES/LEGISLATION

These provisions of these zoning regulations are authorized and enabled by Sec. 34-12 of the Charlottesville City Code, enacted pursuant to authority granted within Chapter 693 of the Acts of the Virginia General Assembly (2008), as amended by Chapter 527 of the Acts of the Virginia General Assembly (2013) and by Chapter 225 of the Acts of the Virginia General Assembly (2015); by Sec. 15.2-2200 *et seq.* of the Virginia Code; by Sec. 50.7 of the Charter of the City of Charlottesville; and by Chapter 34 (Zoning), Sec. 34-12(g) of the City Code.

III. DEPARTMENTS/DIVISIONS AFFECTED

These regulations will primarily affect the employees and officials of the City's Department of Neighborhood Development Services, but may also affect the City Attorney's Office.

IV. REGULATIONS AND PROCEDURES

A. Definitions

1. For the purpose of these regulations, the term "affordable dwelling units" shall have the meaning set forth in Sec. 34-12(c) of the City Code. The acronym "ADU" shall mean "affordable dwelling unit."
2. The acronym "HDS" shall mean the City's Housing Development Specialist employed within the Department of Neighborhood Development Services.
3. The acronym "CAU" shall mean "committed affordable dwelling units", i.e., the number of dwelling units committed, by legally binding agreements and reservations, for rent or for sale as ADUs.
4. For the purpose of these regulations, the term "Project" shall mean the approved residential project or residential portion of a mixed-use project subject to the requirements set forth in Sec. 34-12(a).
5. Supported Affordable Housing are units with various sources of public funding and mechanisms ensuring their affordability including, but not limited to: HUD, VHDA, the City of Charlottesville, Housing Choice (Section 8) vouchers, and/or deed restrictions. Support may be project-based for multiple units (i.e., Friendship Court), be attached to individual locations (deed restrictions and land trusts), or reside with individual households (Housing Choice Vouchers or downpayment assistance).
6. Term of Affordability is the duration of time during which the CAUs must be maintained as ADUs. This term may vary by project; however, in no instance shall this term be greater than 30 years. The Owner shall collaborate and work with the HDS to determine the number of years for this term and the specific proposal for establishment of ADUs, and the specific Term of Affordability shall be set forth within a written CAU Commitment.

B. The City's HDS shall be responsible for administering and enforcing these regulations, under the direction of the City's Director of Neighborhood Development Services ("Director"). An applicant aggrieved by a decision of the HDS may request a review by the Director, by submitting a written request for review within 5 days of the HDS' decision.
   1. Following receipt of a written request for review, the Director shall render a written decision 5 days.
   2. In the event an applicant is aggrieved by a decision of the Director, the applicant shall have the right of appeal to the City's Board of Zoning Appeals (BZA), pursuant to the authority of Virginia Code § 15.2-2309(1) and 15.2-2311. The person aggrieved by the Director's decision shall have 30 days from the date of the Director's written decision to file a written notice of appeal with the BZA.

C. **Cash Contributions to City's Affordable Housing Fund**: Regulations applicable to Cash Contributions made pursuant to Sec. 34-12(d)(2) of the City Code are as follows:

1. Prior to approval of any building permit authorizing construction of improvements on land subject to the requirements of Sec. 34-12(a) of the City Code, the person seeking the building permit shall provide evidence satisfactory to the City that the cash contribution required by Sec. 34-12(d)(2) and 34-12(e) has been paid. Satisfactory evidence shall include, without limitation, cancelled check(s); written receipts; written acknowledgement letter(s) received from a city official, etc.
2. The required evidence of payment shall be submitted to the HDS.
3. In the event that a building permit should be approved prior to the City's receipt of the required evidence of payment, issuance of such permit shall not be deemed or construed as proof or evidence of payment. The owner of the property shall be and remain obligated to make payment of the cash contribution, until such time as satisfactory [documentary] evidence of actual payment is received by the HDS.

D. **On-Site ADUs for Rent**: regulations applicable to On-Site ADUs provided pursuant to Sec. 34-12(a) of the City Code are set forth within **Schedule 1** appended to these Affordable Dwelling Unit Regulations.

E. **On-Site ADUs for Sale**: regulations applicable to On-Site ADUs provided pursuant to Sec. 34-12(a) of the City Code are set forth within **Schedule 2** appended to these Affordable Dwelling Unit Regulations.

F. **Off-Site ADUs for Rent or for Sale**: regulations applicable to Off-Site ADUs provided for rent or for sale, pursuant to Sec. 34-12(d)(1), are as follows:

1. Prior to the issuance of any building permit authorizing construction of improvements on land subject to the requirements of Sec. 34-12(a) of the City Code, the person seeking the building permit shall provide evidence satisfactory to the City that an off-site location has been reserved for the number of ADUs required pursuant to Sec. 34-12(d)(1) of the City Code. Satisfactory evidence may include, without limitation, written instruments recorded within the chain of title for the off-site location. The proposed off-site units must be located in the City.
2. The required evidence of a reserved off-site location for ADUs shall be submitted to the HDS.
3. In the event that a building permit should be approved prior to the City's receipt of the required evidence of the reserved off-site location, issuance of

the building permit shall not be deemed or construed as evidence of compliance with Sec. 34-12(d)(1). The owner of the property that is subject to the requirements of Sec. 34-12(a) shall be and remain obligated to provide ADUs in accordance with Sec. 34-12(d)(1) until such time as satisfactory [documentary] evidence of a reserved off-site location is received and determined by the HDS to be satisfactory.

4. Requirements may be met through the preservation of existing Supported Affordable Housing units where it can be demonstrated that those units are at risk of losing the existing support mechanism within the next 5 years.
5. In all other respects, **(i)** off-site ADUs for rent shall be subject to the requirements of Paragraph (D), above, and **(ii)** off-site ADUs for sale shall be subject to the requirements of Paragraph (E), above.

V. CONSEQUENCES OF VIOLATION OF REGULATIONS

Pursuant to Sec. 34-82(b)(1) of the City Code, a violation of these regulations shall constitute unlawful conduct in violation of the City's zoning ordinance.

VI. RELATED FORMS; INTERPRETIVE GUIDELINES; SCHEDULES

A. Subject to approval by the City Attorney, the City's Director of Neighborhood Development Services is hereby authorized to develop forms, agreements, deeds and other written instruments, and to identify related federal and state indexes and guidelines, necessary for the proper administration and interpretation of the provisions of these regulations, subject to approval by the City Attorney.

B. The following Schedules are appended to these regulations:

1. Schedule 1—requirements for CAUs for-rental
2. Schedule 2—requirements for CAUs for-sale

SCHEDULE 1 To City's ADU Regulations:

Regulations Applicable to On-Site ADUs provided pursuant to Sec. 34-12(a) of the City Code, for Rental

(1) **Owner's CAU Commitment**. The Owner shall construct and reserve within the Project a mixture of 1-, 2-, and 3-bedroom CAUs (as appropriate to the planned development), as follows:

(a) **Square Footage of ADUs**--The Owner and the HDS shall calculate the minimum square footage of gross floor area (GFA) to be reserved within the Project for CAUs, based on the requirements of Sec. 34-12(a) ("CAU Commitment"), which shall be set forth within a written CAU Commitment executed by the Owner prior to approval of any site plan or subdivision plat for the Project, or if no such approval is required, then prior to issuance of any building permit. The square footage reserved for CAUs shall be configured and designed as follows:

(i) The CAU Commitment shall specify a total square footage to be devoted to CAUs as well as a minimum number of bedrooms to be provided within the reserved CAUs. Further, the CAU Commitment shall identify how many of those bedrooms will be in 1-, 2-, 3-, and 4- bedroom units. Based on current market need, the HDS has discretion to express preference for projects that contain a mixture of units that accommodate seniors/singles as well as families.

(ii) CAUs shall be dispersed throughout the Project, with no more than 25% of the CAUs located on any one floor of a building, or within any one section or development phase of the Project, except in cases where the Owner demonstrates to the satisfaction of the HDS that requirements of a federal or state funding program necessitate alternate arrangements, or if by reason of lot configuration or other circumstances of the development render such dispersal unachievable, undesirable, or impractical.

(iii)Each CAU shall have substantially similar exterior quality and appearance as other dwelling units within the Project. Also, to the maximum extent possible, CAUs will incorporate energy efficient design to increase durability, and operational efficiency—thereby promoting continued affordability.

(b) **Minimum Term of Affordability**

(i) The written CAU Commitment shall specify a specific Term during which the required square footage of affordable dwelling units, and the minimum length of the required term shall be: (i) a period determined by the HDS as being the period over which the dollar amounts expended by the Owner to provide the

CAUs, in the aggregate, will be the equivalent of a cash contribution calculated pursuant to this policy for the same development, or (ii) a period of 5 years, whichever is greater. If the Owner desires a Term of less than 5 years, then the CAU Commitment for the project, including the proposed Term of Affordability, must be approved by the City Council. Nothing in this paragraph shall preclude the HDS from accepting a Term of Affordability that is longer than the minimum specified by this paragraph.

(ii) To facilitate the determination specified by clause (b)(i), above, and to assure that proposals are evaluated consistently, the HDS shall establish a method of calculation that utilizes a comparison of proposed market rents for the proposed development to the maximum monthly rents that can be charged according to clause (2)(b) below. The minimum Term of Affordability will be determined by the timing of the point at which the loss of monthly rental income from all proposed CAUs equals or exceeds the value of the required cash contribution pursuant to Sec. 34.-12(d)(2). As an example: CAU rents provide $100,000 less in rental income per year than market rate rents for the same sized units. With a required cash contribution of $650,000, the applicant would be expected to provide a Term of Affordability for a minimum of 6.5 years or 78 months. If the calculation produces a Term of Affordability less than 5 years, the applicant must commit to at least a 5 year Term of Affordability or obtain City Council approval to utilize the reduced Term of Affordability.

(c) The details of the CAU Commitment shall be noted by the Owner on the final building construction plans prepared for submission in connection with an application for final building permit approval ("Final Proposed Construction Plans"). Specific CAUs do not have to be identified on the construction plans. The Owner will submit the Final Proposed Construction Plans to the HDS for review, *prior to* submission to the Building Official. The HDS will review the Final Proposed Construction Plans within five (5) business days of receipt, for compliance with the requirements of Paragraph (1)(a), above. If the Final Proposed Construction Plans include adequate notation of the CAU Commitment as set forth within Paragraph (1)(a), above, then the HDS shall provide written verification to the Owner and to the Building Official. Before a CO is issued, the Owner must specify which units will be designated as affordable for the purposes of the CAU Commitment.

(d) If the Final Proposed Construction Plans do not include a notation that meets the specifications set forth within Paragraph (1)(a) above, or if the Building Official does not have written verification from the HDS that the CAU Commitment is adequately set forth within the plans, then the Building Official shall not approve a building permit.

(e) Prior to the issuance of the first certificate of occupancy for any building or unit within the Project, the Owner shall specify to the HDS which specific dwelling units

will be designated as CAUs, and the Owner shall cause to be recorded among the land records of the City of Charlottesville, Virginia, a written instrument sufficient to (i) give third parties notice of the Owner's obligations under Sec. 34-12 and the Owner's CAU Commitment within the development, and (ii) to assure that Owner's CAU Commitment within the development will be binding on the Owner and his heirs, successors and assigns, in a manner that will implement the requirement of Sec. 34-12(c) for each CAU to be and remain an affordable unit for the duration of the Term of Affordability which may vary by project up to a maximum of 30 years.

(f) Following approval of a certificate of occupancy, and from time to time throughout the Term of Affordability, the Owner shall have the right to change the units designated as being reserved as CAUs, following advance written notice to the HDS and a determination by the HDS that the change will not lessen or remove the CAU Commitment. Alternative units proposed should be consistent with the initial CAU Commitment per Paragraph (1)(a)(i), above, based on a determination by the HDS.

(g) If an otherwise qualified tenant residing in a CAU has an increase in income that exceeds the HUD guidelines specified in Paragraph (2)(a)(i), that CAU unit will still be considered as meeting the CAU Commitment for a period of three (3) years commencing on January 1 of the calendar year succeeding the year in which the income increased subject to the rent provisions at 2(a)(iii)(A).

(h) The Owner must keep current records for CAUs at all times and the HDS must be provided access to such records at reasonable times, at the location where the records are kept, upon request by the HDS.

(i) If at any time prior to the end of the Term of Affordability, the Project is converted to a condominium, or other form of individual ownership, the CAU Commitment shall continue in full force and effect and the required number of CAUs shall be leased to Qualified Tenants throughout the Term of Affordability, or, in the alternative, the CAUs may be sold to buyers meeting the current HUD Guidelines, as specified in Paragraph (2)(a)(i). Upon a sale of any such converted CAU, the requirements set forth in Schedule 2 to these Regulations shall apply to the remaining Term of Affordability.

(2) **Terms and Conditions for Rentals.** Owner shall offer the CAUs for rental to Qualified Tenants, subject to Owner's standard form lease agreement. These regulations are not intended to conflict with State and Federal requirements. The HDS has the option of subordinating the following if in conflict. Otherwise, terms and conditions applicable to such rentals shall be as follows:

(a) Qualified Tenants.

(i) For the purposes of these regulations, the term "Qualified Tenant" shall mean a tenant whose household income is 80 percent or less of the area median income for Charlottesville, Virginia, adjusted for household size ("Median

Income") as published annually by the U.S. Department of Housing and Urban Development[1] ("HUD Guidelines").

(ii) In determining whether or not to approve a Qualified Tenant for a lease agreement, the Owner may apply its typical credit (including any minimum income requirement) and background check requirements to tenants of CAUs; however, any requirement for a minimum income shall be suspended: (i) for participants in the Housing Choice Voucher program, or (ii) if Owner's typical minimum income requirement exceeds 80 percent of Median Income.

(iii) Upon the commencement of each tenancy of a CAU, the Owner shall document that the tenant meets the criteria for a "Qualified Tenant." Thereafter, Owner shall document the tenant's continued eligibility for status of a Qualified Tenant on an annual basis.

A. If a CAU tenant's household income increases above the limit for a Qualified Tenant, then such tenant may be permitted a grace period by the Owner to remain in the same unit for a period of up to three (3) additional years, subject to yearly increases in the current rent (as of the beginning of the grace period) based on the percentage increase in HUD fair market rents for the most recent calendar year. After the three (3) year period, the Owner may allow the tenant to remain in the same unit; however, the Owner shall provide the City with notice that they are amending the prior CAU designation to transfer the CAU status of that particular unit to a different unit within the Project. Nothing within these regulations shall preclude the Owner from allowing a tenant whose household income increases above the limit to move to a different, non-CAU designated unit within the Project, subject to a lease at market rent at the conclusion of the three (3) year grace period.

B. Each lease agreement for a CAU shall contain a provision stating that the tenant's failure to meet the criteria for a Qualified Tenant, or the Tenant's failure or refusal to provide information necessary for recertification, will constitute non-compliance with the lease and that the lease may be terminated for such non-compliance.

C. In the event that a previously qualified tenant is being evicted or removed for non-compliance, the Owner will continue to be considered in compliance with these regulations if the Owner is diligently pursuing possession of the CAU through available legal means.

D. No later than January 31 of each year, the Owner shall provide to the HDS a Committed Affordable Unit Occupancy Annual Report that includes data

[1] For HUD Guidelines for income limits see http://www.huduser.org/portal/datasets/il.html. Determination of household income is subject to 24 CFR Part 5.

on each CAU ("Annual Report"). The Annual Report shall include tenant identification information showing name, address, date and term of current lease, current household size, and current income level. There is no specified format; therefore, any report generated to meet a similar requirement may be used as long as the CAUs are identified and required information is included. . Upon request the HDS or other authorized representative of the City shall be permitted by the Owner to inspect the owner's books and records that are the source of information contained in the Annual Report, including, without limitation:

(i) tenant's rental application;
(ii) tenant's signed lease agreement;
(iii) tenant's income verification and supporting documentation;
(iv) tenant's Occupancy Affidavit to verify use as primary domicile.

E. The City or its designee shall have the right, following reasonable notice to the Owner and subject to the rights of the tenants under their leases and applicable law, to inspect the CAUs.

(b) Maximum Monthly Rent.

(i) The maximum monthly rent for a CAU will be established based on the household income level for each Qualified Tenant. If household income is 50% or less of area median income for Charlottesville, Virginia, adjusted for household size, the low HOME rent limits must be used. If household income is between 51% and 80% of area median income for Charlottesville, Virginia, adjusted for household size, the lesser of the high HOME rent limits, the HUD Fair Market Rent, or 30% of the imputed household income for 80% AMI will apply.[2]

(ii) If Owner requires tenants to pay their own utility charges, the maximum monthly rent will be reduced by a Utility Allowance. The Utility Allowance shall be determined with reference to the federal guidelines titled "*Allowances for Tenant Furnished Utilities and Other Services*", published by HUD for the Charlottesville, Virginia/Central Virginia Region.

(iii) It is the responsibility of the Owner (and not the City) to establish rents for the CAUs in accordance with these regulations. Upon request, the HDS will review

[2] Low and high HOME rent levels are established by HUD annually for the Charlottesville, Virginia MSA. These may be accessed at https://www.hudexchange.info/manage-a-program/home-income-limits/. Fair Market Rents are also established by HUD annually for the Charlottesville, Virginia MSA. These may be accessed at http://www.huduser.org/portal/datasets/fmr.html. Calculation for households with incomes at 51 to 80% AMI, will utilize the most current HOME High rents and the HUD Fair Market Rents. For the purposes of calculating 30% of the imputed income for 80% AMI for the Charlottesville VA MSA, imputed household size for various bedroom units will be used based on 1.5 persons for 1 bedroom, 3 persons for 2 bedrooms, 4.5 persons for 3 bedrooms and 6 persons for 4 bedrooms.

Owner's maximum monthly rent calculations for compliance with these regulations.

(iv) Owner shall not increase the maximum monthly rent for any CAU more frequently than once per year of a lease term. Annual rent increases (adjustments) for CAUs shall be based on the household income of a Qualified Tenant and subject to current HUD Guidelines, as applicable, minus any applicable Utility Allowance. Tenants shall be given a minimum of 30 days' advance written notice of any proposed rent increase.

(v) When a CAU becomes vacant, maximum monthly rent shall be determined in accordance with these regulations, as of the Median Income per HUD guidelines and other regulations/procedures in effect as of the date of commencement of the new Qualified Tenant's lease.

(c) Acceptance of Vouchers. Owner must accept HUD Housing Choice Vouchers from otherwise Qualified Tenants. However, Owner shall not be required to give any preference or priority to prospective tenants with such vouchers over other applicants for the same CAU.

(d) Occupancy Requirements. Owner may establish rental occupancy requirements for CAUs, if such occupancy requirements have been established for the other units within the Project. However, for any Qualified Tenant who relies on federal or state vouchers or other funding to cover some or all of his maximum monthly rent, Owner's occupancy requirements shall not be more restrictive than any federal or state guidelines applicable to the tenant's funding source (for example, the guidelines of section 3-23 of the 4350.3 HUD Occupancy Handbook, applicable to certain Housing Vouchers).

(e) Lease Terms. Initial leases for the CAUs shall provide for a minimum term of one (1) year, after which time the lease term may be done on an annual, bi-annual, or monthly basis.

(f) Access to amenities. Occupants of the CAUs shall have full access and right to use all amenities and facilities available to other tenants within the Project, subject to any rules, regulations and conditions established by the Owner to govern such use and access.

(g) Customary Fees. Tenants of a CAU may be required to pay any customary fees and charges imposed on Owner's other tenants, such as fees for garage or other parking spaces (if applicable), security deposit, move-in fee, move-out deposit, utility deposit, pet fees, etc.

(3) **Marketing Plan.**

(a) Marketing, "Initial Lease Up". Owner shall conduct a pre-occupancy marketing

program for the CAUs (the "Pre-Occupancy Marketing Program"), commencing at least 45 days prior to the issuance of any certificate of occupancy for any building containing a CAU or for any individual dwelling unit within such building. This Program does not have to be separate and distinct from marketing initiatives undertaken for other efforts, as long as the information is consistent with CAU requirements noted at 3(a)(i)(B) below.

(i) Information regarding the Pre-Occupancy Marketing Program shall be submitted to the HDS for approval.

A. At a minimum, the Pre-Occupancy Marketing Program shall identify a schedule of advertisements/outreach efforts that are intended to reach the target market. If the City of Charlottesville develops a program / database for listing CAUs, the Owner will be required to utilize it. If any of the CAUs are handicapped accessible, those Accessible units shall be advertised on websites targeted to individuals and agencies seeking information on the availability of such units within the City of Charlottesville.

B. Any advertisement/outreach effort shall include the following information:
   1. The rental price range of the CAUs;
   2. The income ranges needed to qualify for the CAUs;
   3. A note that HUD Housing Choice Vouchers are accepted;
   4. If the CAUs include any handicapped accessible units or incorporate universal design; and
   5. The Equal Housing Opportunity logo.

C. The HDS's approval shall be given upon a finding that the written Pre-Occupancy Marketing Program includes the minimum requirements and has otherwise been reasonably designed to effectively reach prospective tenants who may meet the criteria of a Qualified Tenant.

(ii) The Pre-Occupancy Marketing Program shall contain a component specifically designed to reach potentially Qualified Tenants with physical disabilities, who may be interested in leasing the accessible CAUs, (if applicable).

(b) Duration of Pre-Occupancy Marketing Program. Owner may cease its Pre-Occupancy Marketing Effort once all CAUs are leased to Qualified Tenants.

(4) **Processing of Lease Applications**

(a) Owner shall process applications for leases of the CAUs on a first-come, first-served basis, except for the preference described following below.

(b) If any accessible CAUs (if applicable) are vacant, despite Pre-Occupancy Marketing

Program efforts, then those accessible CAUs may be leased to Qualified Tenants without disabilities. Thereafter, individuals with disabilities who apply to become tenants of the CAUs shall be given preference in leasing the accessible units until such time as no other CAU non-accessible units, of the same unit type, are available. Upon initial lease-up, the units shall be the last CAUs of each unit type (one-bedroom, two-bedroom, etc.) held vacant if they are not leased to persons with disabilities. Upon subsequent vacancy of the units, the re-marketing effort shall conform to section (3)(a)(i), with the further stipulation that the accessible units shall be marketed for 30 days before being released to a non-disabled household.

(5) **Remarketing**

(a) After the conclusion of the first and each subsequent tenancy of a CAU,

(i) Owner shall re-market the CAU using the same efforts described in the Pre-Occupancy Marketing Plan (section 3 herein), or

(ii) Owner shall lease the CAU to a Qualified Tenant on its Waiting List. (Owner shall not be required to maintain any Waiting List; however, if Owner maintains a Waiting List that includes prospective Qualified Tenants for the CAUs, and re-lets a vacant CAU to a Qualified Tenant on the waiting list, then the Owner shall not be required to re-market the CAU).

(b) Any re-marketing effort shall continue for a period of 60 days following the conclusion of the prior tenancy, or until a Qualified Tenant has obtained a lease for the CAU, whichever first occurs.

(6) **[Reserved]**

SCHEDULE 2 To City's ADU Regulations:

Regulations Applicable to On-Site ADUs provided pursuant to Sec. 34-12(a) of the City Code, for Sale

(1) Owner's CAU Commitment. The Owner shall collaborate and work with the HDS to outline the components of the CAU Commitment as provided for at Sec. 34.12, and to provide a plan for implementation of the CAU Commitment within the Project. All units committed will need to be incorporated into the written CAU Commitment based on the following:

(a) The Owner and HDS shall calculate the minimum square footage of GFA to be reserved within the Project for CAUs, based on the requirements of Sec. 34-12(a), and that minimum GFA shall be specified within the CAU Commitment.

(b) The CAU Commitment shall describe the terms, conditions and arrangements by

which the affordable dwelling requirements of Sec. 34-12 and the zoning approvals for the Project will be committed as affordable: (i) to households with incomes at 80 percent or less of the area median income during the Term of Affordability, and (ii) the specific length of the Term of Affordability for the required CAUs, which shall not be less than ten (10) years. If a Term of Affordability of less than 10 years is desired, then the written CAU Commitment must be approved by City Council.

(c) The written CAU Commitment will need to be approved by the HDS and executed by the Owner, prior to approval of any site plan or subdivision plat, or if no such approval is required for the Project, then prior to issuance of any building permit. The HDS will approve a proposed CAU Commitment Agreement, upon a determination that the Agreement sets forth an implementation plan adequate to meet the obligations set forth in (1)(a) and (1)(b), above.

(2) Terms and Conditions for Sale of CAUs. Owner shall offer the CAUs for sale to Qualified Purchasers. It is the intention of the City within these Regulations to allow maximum flexibility to the Owner and the HDS for creating a plan for the successful implementation of the CAU Commitment within the development. Therefore, specific terms and conditions applicable to such sales are not prescribed by these Regulations, but should be tailored to the specific Project, as outlined within a written CAU Commitment.

Final details of the Owner's plan for pricing and financing may be submitted to the HDS for approval as an addendum to the CAU Commitment, prior to issuance of any certificate(s) of occupancy for the development, if sufficient data is not available to establish these details prior to site plan or subdivision approval.

(a) Qualified Purchasers.

(i) For the purposes of these regulations, the term "Qualified Purchaser" shall mean a purchaser whose household income is 80 percent or less of the area median income for Charlottesville, Virginia, adjusted for household size ("Median Income") as published annually by the U.S. Department of Housing and Urban Development[3] ("HUD Guidelines").

(ii) For each sale of a CAU, it shall be the obligation of the Owner to verify the Purchaser meets the requirements of paragraph (2)(a)(i), above. Receipt of information sufficient for Owner to make this verification shall be a condition of the Owner's obligation to close the sale, and this condition shall be stated in the written purchase/sale agreement between owner and any prospective Qualified Purchaser.

(b) Sales/Purchase Price and Financing Arrangements.

[3] For HUD Guidelines for income limits see http://www.huduser.org/portal/datasets/il.html. Determination of household income is subject to 24 CFR Part 5.

The Sales Price and the Financing Arrangements shall be detailed within an Addendum to the CAU Commitment, which must be approved by the HDS prior to issuance of any certificate(s) of occupancy for any buildings or dwelling units within the development. It is the intention of these regulations to allow maximum flexibility for the Owner and prospective Qualified Purchasers to arrange for the purchase and financing of a CAU through arrangements that are best suited to the circumstances of a particular transaction. Any number of financing and sales arrangements may satisfy the Owner's obligations under City Code Sec. 34-12 and the provisions of these regulations.

(3) Re-Sale of CAUs. The CAU Commitment will describe how re-sale of CAUs will be handled so that the Term of Affordability can be satisfied.

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA

Agenda Date:	June 15, 2015
Action Required:	Adoption of Resolution Approving Transfer of Funds
Presenters:	Brian Daly, Director, Parks & Recreation Lance Stewart, Division Manager, Facilities Maintenance
Staff Contacts:	Leslie Beauregard, Director, Budget and Performance Management Brian Daly, Director, Parks & Recreation Lance Stewart, Division Manager, Facilities Maintenance
Title:	**Transfer of Funds – From Capital Improvement Program Contingency Account to the Smith Aquatic & Fitness Center Project Account - $150,000**

Background:

On April 6, 2015, Council approved reallocation of $231,547 to complete improvements to the Smith Aquatic & Fitness Center Natatorium, an amount based on consultants' opinion of probable cost. The project will address ongoing concerns regarding air quality, staff and visitor health, and corrosion.

Since that date, the project design has been completed and contractor procurement attempted. Due to a combination of factors further explained in the Discussion section of this document, staff received only one firm proposal to complete this project within the targeted timeframe, a proposal exceeding previously allocated funds.

To move forward with this critical project, additional funding is required. The attached resolution requests that funds be transferred from CIP Contingency. The total amount of the transfer is $150,000.

Discussion:

In an effort to counter on-going concerns regarding indoor air quality in the Natatorium (swimming pool area), and to arrest associated corrosion of the building's structural members, hardware and equipment, the City engaged the services of a team of consulting electrical/mechanical engineers and aquatics engineers. The resulting recommendations focused on air flow and ventilation, but also include detailed analyses of the existing pool water chemistry and the pool's water treatment systems. Upon the recommendation of the consultant team, an architectural firm was also engaged to perform an independent assessment of the facility's building envelope, as related to outside air infiltration, as well as the integrity of the vapor barrier separating the Natatorium from the remainder of the building.

A detailed summary of their findings and recommendations, as well as further explanation of the basic principles and best practices for indoor pool water treatment and ventilation, is included as a separate Technical Memorandum.

Following the completion of design documents, contractor and subcontractor interest proved extremely limited, despite extensive efforts to engage every relevant commercial contractor in the area. This fact is attributed to a booming commercial construction/renovation market, the abbreviated opportunity to bid on and mobilize for the project, and most critically the timing of the project. Summers are this region's peak construction period, placing the project in competition with others in this area's many schools and universities. The great majority of contractors were already committed, even over-committed, to other projects. Utilizing the job order contracting process – a mechanism established by a Commonwealth of Virginia contract – staff received only one firm proposal. That contractor is ready to start the work in July, provisional to the City's ability to fully fund the project and expedite the contract execution process.

The summer season is the optimal time of the year to perform this work at Smith. Visitation is generally lower in the summer months and fewer instructional programs are held in the natatorium. Full instructional programming begins anew in September and the Charlottesville High School swimming & diving season begins November 9, running through the end of February. Pass sales also increase in the fall and winter months, our months of highest visitation at the facility. Revenue impacts of a closure at this time of year will be significant (estimated above $75,000 for a 2 month closure).

Any significant delay in performing this work that pushes construction later this year or even into 2016 is not advisable.

Over the past four years we have had numerous complaints from our lifeguards indicating nausea, watering eyes, sore throat and heavy lungs. On rare occasions life guards have become physically ill supposedly due to the Smith AFC air and their physicians have recommended another work location. The symptoms seem to affect each guard and patron differently but nonetheless there is a negative effect from the chloramines. Patrons have also left our facility and joined other fitness centers.

In 2013 we addressed a complaint to the NoVA Region Safety Director, Virginia Department of Labor and Industry indicating: "Employees are exposed to chemical vapors from the chlorine used in the Smith pool areas due to inadequate ventilation". Despite the subsequent implementation of several ventilation and air flow improvements (detailed in the Technical Memorandum), which helped to reduce the frequency and severity of air quality problems, building system design deficiencies continue to cause adverse health reactions for staff and patrons.

To date, staff continues to receive complaints from employees, lifeguards and patrons. For example, a patron complained that he could not breathe while our features were on when he visited Smith AFC after work. A new policy was then implemented to only operate the slides and water playground during birthday parties. Employees on the fitness side of the facility also can smell and feel the effects of the chloramines.

We have a legal and ethical obligation to our users and employees to do everything within our means to provide the best recreational experience and safe work environment possible. We have a solution that will solve the problem which cannot wait another season.

Alignment with Council Vision Areas and Strategic Plan:

This project supports City Council's "Smart, Citizen-Focus Government" vision.

It contributes to Goal 4 of the Strategic Plan, to "be a well-managed and successful organization", and objective 4.1, to "align resources with City's strategic plan".

Community Engagement:

N/A

Budgetary Impact:

The funds to be transferred and consolidated all were previously appropriated by City Council as CIP Contingency.

Recommendation:

Staff recommends approval of this resolution.

Alternatives:

Defer project until market is favorable. Deferral would result in continued visitor and staff exposure to a potentially unhealthy environment, as well as prolonged corrosion of equipment and building structural elements; and the impact of lost revenue and the lack of adequate aquatic programming opportunities and potential loss of pass holders.

Attachments:

Technical Memorandum – Smith AFC Natatorium Improvements

RESOLUTION

Transfer of Funds – From Capital Improvement Program Contingency Account to the Smith Aquatic & Fitness Center Project Account
$150,000

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

$150,000	Fund: 426	WBS: CP-080 (P-00684)	G/L Account: 599999

Transfer To

$150,000	Fund: 426	WBS: P-00858	G/L Account: 599999

TECHNICAL MEMORANDUM
Smith AFC Natatorium Improvements
June 8, 2015

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Pool Chemistry, Air Quality Basics

"Pool and Spa Operator Handbook", National Swimming Pool Foundation – 2014

> *Combined chlorine (CC) forms when free chlorine (FC) reacts with contaminants in the water. When free chlorine reacts with ammonia, inorganic chloramines (not containing carbon) are produced. When FC reacts with organic nitrogen compounds, organic chloramines are formed. Both inorganic and organic chloramines show up in pool water tests as combined chlorine (CC) and are generally called chloramines. Urine, sweat and the environment are sources of ammonia and organic nitrogen-containing compounds. It is important to know how much of total chlorine is comprised of CC as CC is not an effective disinfectant. The presence of combined chlorine poses several challenges that the facility staff must work to address. Chloramines evaporate and are the cause of chlorine-like smell often witnessed in indoor pools. Chloramines are also irritating to skin and mucous membranes. Thus the removal or destruction of combined chlorine is a common problem pool operators must work to solve.*

In an indoor pool, when one smells 'chlorine', what one is actually sensing is the presence of chloramines. **Chloramines are a by-product of the work the chlorine does as a sanitizer**, generated by the chemical reaction between the chlorine and that which it sanitizes. They enter the air as water is evaporated or migrates on skin or in swimsuits, as a result of splashing, or through general agitation of the water. It should be noted that play features – such as slides and sprayers – agitate water and lead to accelerated evaporation of chloramines.

While it is somewhat counter-intuitive, the smell of chloramines does not mean there is too much chlorine in the water. It may in fact mean that there isn't enough chlorine, or that present chloramines are not being efficiently evacuated from the pool area. The reduction of chloramines in the air is accomplished through air return and exhaust systems.

Chloramines atoms are "heavier than air". Undisturbed, they seek the lowest level, typically no more than inches above the pool surface. This is a central fact engineers and pool operators must consider when managing air quality.

Numerous factors can contribute to the levels of chloramine in the air and water in indoor pools. Water temperature, turnover (the rate that the pool water cycles through the filtration system), clean water makeup, and evaporation all have an effect on chloramine levels. However, the biggest factor is bather load. **The higher the bather load (people in the water), the more chlorine is required to neutralize elements added to the water by humans (sweat, hair, skin, etc.), resulting in a proportional increase in the chloramine byproduct**. In an indoor facility these impacts on air quality are multiplied due to the closed environment.

Managing and controlling these factors is a complex and multi-faceted challenge. This challenge begins with properly designed and constructed building and water treatment systems, and continues with the vigilant attention application of water management best practices. Those most essential best practices include:

HVAC/Building Systems

- Must control humidity within the space
- Must minimally disturb the air, **allowing chloramines to remain near the pool surface**, rather than being dispersed through the space
- Must direct air currents in the direction of exhaust systems to facilitate chloramine removal
- **Must exhaust pool air outside the building sufficient to eliminate chloramine buildup, and must do so as close to and on level with the pool surface as possible**
- Barriers between swimming areas and other portions of the building must be vapor retardant, to avoid corrosion

Pool Water Treatment/Management

- Utilize chemicals and appropriate levels to control water hH (potential hydrogen), Free and Total Chlorine and Alkalinity
- Routinely and consistently measure water temperature and chemistry makeup throughout the day, and respond with water treatment as necessary
- Utilize advanced systems, such as ultraviolet light system, to break down chloramines in the water before they are evaporated into the surrounding air
- Utilize and maintain simple and advanced water filtration systems

Design Intent of Smith AFC Natatorium
Water Treatment and Ventilation Systems

The Smith AFC Natatorium contains two pools: a competitive pool and a leisure pool with two water slides, in-water play structure, and a lazy river. These pools function very differently from each other. The competitive pool is a large body of relatively stable water in terms of chemistry and temperature. The leisure pool's much lower total volume greater ratio mass-to-surface ratio is volatile by comparison. Its temperature fluctuates at a much greater rate, as does water chemistry. 10 patrons utilizing the competitive pool will have very little impact on water chemistry. 10 patrons in the leisure pool for an hour will measurable alter that pool's water chemistry. The relative instability of the leisure pool triggers reactions in pool water treatment and heating systems. To accommodate the variance between these bodies, each pool as a completely separate water treatment and heating systems.

Those systems are considered state of the art. The water is heated efficiently by borrowing energy from the pool air dehumidification system, and further by secondary high efficiency boilers. Pool water is scrubbed by modern large and fine filtering systems. Ultraviolet systems help to destroy biological contaminants and to break down chloramine atoms prior to evaporation. Precision control systems monitor chlorine levels, automatically adjusting chlorine introduction rates to ensure health, balanced pool water.

Collectively, the pool water treatment systems are appropriately and professionally monitored and maintained. Staff consider that there are no design deficiencies, though equipment has been stressed by corrosive airborne chloramine particles, resulting in instances of premature equipment failure and pool downtime.

All elements of the building were designed to meet or exceed Leadership in Energy and Environmental Design (LEED) standards for energy efficiency and minimal environmental impact both during construction and for the life of the building. Smith AFC received a LEED Platinum from the U.S. Green Building Council, the highest available designation.

This is a remarkable fact, both as a reflection of the City's commitment to sustainability and of the fine line that must be walked between, for instance, building systems' efficiency and their effectiveness.

As earlier noted, it is considered an industry best practice to exhaust pool air outside the building sufficient to eliminate chloramine buildup, and to do so as close to and on level with the pool surface as possible. From the standpoint of energy efficiency, this is a wasteful practice. The act of expelling conditioned, humidity-controlled air directly outdoor, requires that a corresponding amount of outside air must be drawn into the building, cleaned, conditioned and dehumidified. For this reason, project designers specified the ventilation system to return air to central air handling units. There units exhaust a portion of that "return air", then scrub and dehumidify remaining air to the space. This avoids energy loss and reduces the amount of energy required to condition outdoor air.

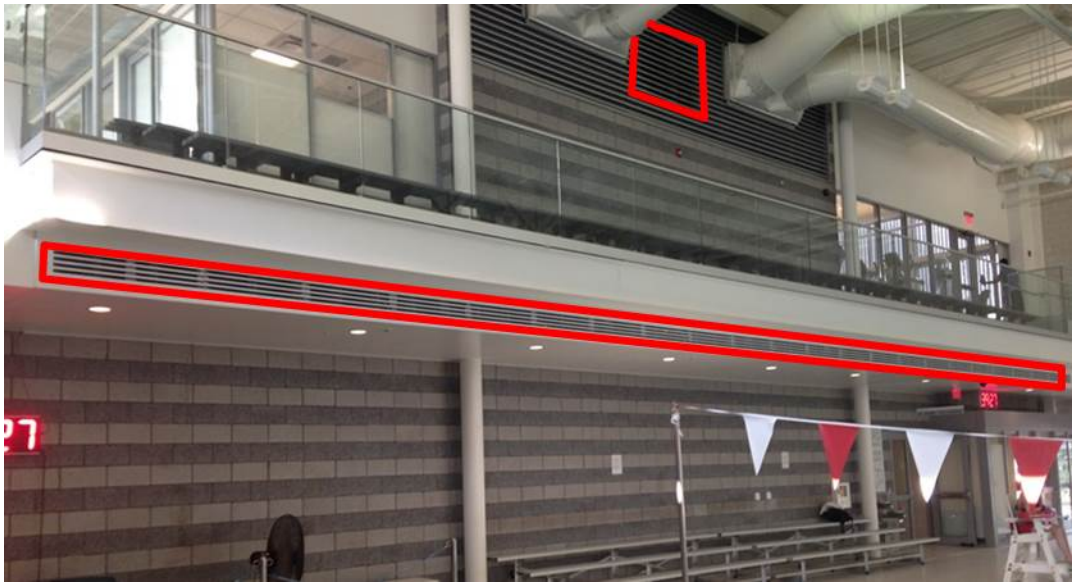

Figure 1: HVAC Air Returns

With indoor pools, appropriate and thoughtful air flow throughout the space is essentially to maintaining consistent temperatures, humidity and air quality. Conditioned supply air was designed to be distributed throughout the Smith AFC Natatorium via two large, ceiling mounted duct systems originating from the 2nd floor mechanical room. Additionally, and in-ground air supply register was designed to 'wash' the window curtain walls on the west and northwest sides of the space, to forestall condensation. Collectively these ducts distribute air through the space, directing it to create a vortex effect within the space to mix air.

This strategy is considered a best practice for large indoor spaces *in general*, though indoor pools present special challenges.

Mixed air is then drawn back to the air handling units in two locations, as shown in Figure 1, partially exhausted, and ultimately cycled back into the space.

The Smith AFC As-Built Environment

The Smith Aquatic and Fitness center opened to the public with great enthusiasm. The building is undoubtedly beautiful, and was designed to meet the recreational needs of our citizens to a degree that no other Charlottesville facility had before. Inevitable "bugs" were worked out of building systems with little impact on the building. Water treatment systems were as effective as advertised, and Aquatics program staff soon mastered their management.

Very shortly after opening, however, problems with mechanical systems arose. Open-loop geothermal wells required constant attention due to unexpected large quantities of silt in the underground water table. The large amount of heat from the building exchanged with the water table gradually increased the temperature of that large body of water, ultimately resulting in repeated failures of difficult-to-replace well pumps, impacting comfort and humidity levels within the building. Elements of that system were re-designed and replaced, after great effort and at no small expense.

Those problems proved to be, by comparison, much less difficult to resolve than the air quality problems that were immediately apparent. Building and pool systems were working as designed, but collectively were not effective in their first mission: to ensure a healthy environment for staff, lifeguards and patrons. Elevated chloramine levels were routine. Complaints of adverse health effects were persistent and real. Metal fixtures – such as door hardware and restroom hand dryers – began to quickly show rust. HVAC system's impacted ability to consistently control humidity, due to the aforementioned problems with the geothermal wells, were a contributing factor, but could not be considered the sole source. Most impacted were pool lifeguards, who must remain in the space for extended periods to ensure patron safety.

Aquatics staff consulted their industry peers to try to find a solution. It was discovered that the UVA Aquatic & Fitness Center had experienced similar problems after its opening, a problem that was effectively resolved by install high-volume fans to wash lifeguard stations and other areas with the cleaner air of the space's upper reaches.

City Aquatics and Facilities staff worked together to duplicate this system, improving the experience of lifeguards greatly.

It did not, however, resolve the larger problem with elevated chloramine levels. Complaints of adverse health effects continued.

After extensive consultation with project engineers, it was determined that the primary cause of elevated chloramine levels was a ventilation system design deficiency. Heavier-than-air chloramine particles were not mixing with higher air pockets to the extent that they could be effectively drawn from the space via the lowest of the two air returns. As shown in **Figure 1** on page 5, the lowest return duct in the space is located approximately 10' above the pool surface. Smoke tests performed after-hours confirmed that air at lower elevations was overly inert, and that air flow in the across the space from north-to-south toward that register was poor.

A plan was then developed to re-purpose the in-ground supply registers running along with west and northwest walls of the space. The theory was simple. Rather than providing conditioned air to wash the windows, it would draw air off the pool deck along the length of the pool, where heavier-than-air chloramines should be most concentrated. That air would be directly exhausted outside, not mixed with air returned to the space. The existing exhaust air system would be modified, to ensure air pressure between the two sides of the building remained under control, without which too much outside air would be drawn into the building, negatively impacted humidity levels, comfort and energy efficiency. Staff were optimistic that this strategy – easily implemented without disturbing programming and at a reasonable cost – would resolve both air quality and corrosion problems.

As an interim measure while project design and procurement were underway, an exit door on the north side of the Natatorium was replaced with a temporary plywood panel, into which were installed two variable, high speed fans. The placement of these fans had an immediate positive impact on air quality.

Once the completion of the exhaust system modification project, there was a noticeable improvement in air quality in the space. The frequency and severity of what staff have called "air quality spikes" diminished greatly. It remained necessary, however, to leave the "interim" door fans in place, for use when conditions worsened. This provides immediate relief in most instances, but sometimes results in elevated humidity levels; as overly-humid air is capable of holding more chloramine particles, their use can create an unfortunate cycle that results in intolerable building conditions.

Corrosion of building elements, throughout the entire facility, continued unabated. It's not possible to say whether the reduced chloramine content of the air on most days slowed the corrosion process. Once rust "sets in", it is not easily arrested.

Some months after the completion of the ventilation modifications, it became unavoidably apparent that air quality problems would continue to cause problems for staff and patrons. A second after-hours smoke test was performed, this time supplemented with dry ice. The dry ice fog, also heavier-than-air, visibly mimicked the movement of air at the pool deck level. For the first time, staff could see exactly how the ventilation air distribution and ventilation systems impacted chloramine-laden air at the deck. This test revealed that air throughout the space was not behaving as designed, or as re-designed. It was, in effect, time to go back to the drawing board if a permanent solution was to be found.

Recent Study Recommendations, Planned Improvements

Past efforts having fallen short of achieving full resolution of air quality and corrosion problems in the Natatorium, as well as corrosion occurring in the Fitness areas of the building. Seeking fresh, expert ideas from the industry's best, the staff engaged the services of consulting engineers Lawrence Perry & Associates (LPA), partnered with aquatics engineers Counsilman-Hunsaker (C-H). This team completed conducted evaluation a thorough investigation of design documents, the built environment, the operational practices of Aquatics and Facilities Maintenance caregivers, as well as daily logs of pool chemistry tests.

The resulting recommendations are generally focused on air flow and ventilation, but also include detailed analyses of the existing pool water chemistry and the pool's water treatment systems. The central element of their assessment was analysis of the interaction between the pool water chemistry and the Natatorium's ventilation air distribution system. Upon the recommendation of the consultant team, the architectural firm Virginia A&E was also engaged to perform an independent assessment of the facility's building envelope, as related to outside air infiltration, as well as the integrity of the vapor barrier separating the Natatorium from the remainder of the building. Collectively, the recommendations and resulting project scope is summarized as follows.

1. Install a new primary exhaust from the pool deck, incorporated in a factory fabricated plenum box (exhaust bench), which would be mounted down low on the pool deck.
2. Install a 'spot' exhaust system, located on and beneath the slide tower to facilitate air movement from the de-stratification fans.
3. Relocate and redirect the eight existing de-stratification fans to improve air movement.
4. Add a humidity control alarm to alert staff when humidity has exceeded recommended limits.
5. Test, recalibrate and/or replace the existing room pressure sensors for the Fitness Room and the Natatorium, to ensure pool air is not forced into adjacent spaces.
6. Insulate and seal all voids in the Natatorium building envelope, and all wall penetrations separating the Natatorium from the rest of the building.

For items 1 and 2, the project team selected a product lined manufactured by Paddock Evacuator, who make systems intended to be installed as an element of new construction and as retrofits for indoor pools with air quality problems. A photo of the selected exhaust bench is shown. Paddock has a series of highly illustrative videos, as well, including:

http://paddockevacuator.com/media-gallery/videos/paddock-evacuator-bench-system/

This project is planned to occur July – August, 2015, and will require closure of the facility for the duration of the project.

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA

Agenda Date: June 1, 2015

Action Required*:* Consideration of a Zoning Text Amendment

Presenter: Brian Haluska, Principal Planner, Neighborhood Development Services

Staff Contact: Brian Haluska, Principal Planner, Neighborhood Development Services

Title: ZT15-00006: Sidewalk Waiver Provisions

Background:

On March 17, 2015, the Virginia General Assembly approved an amendment to the Code of Virginia that permits the City of Charlottesville to extend the sidewalk waiver provisions previously permitted in the subdivision ordinance to the zoning ordinance, and to also broaden the circumstances in which it applies.

Discussion:

The Planning Commission considered this application at their regular meeting on May 12, 2015. The Commission asked several clarifying questions about the change and the method by which priorities would be set for the funds contributed to the City sidewalk fund.

Citizen Engagement:

The Planning Commission held a joint public hearing with City Council on this matter at their meeting on May 12, 2015. No members of the public spoke.

Alignment with City Council's Vision and Priority Areas:

The City Council Vision of Quality Housing Opportunities for All states that "Our neighborhoods feature a variety of housing types, including higher density, pedestrian and transit-oriented housing at employment and cultural centers."

The City Council Vision of America's Healthiest City states that "We have a community-wide commitment to personal fitness and wellness, and all reisdents enjoy our outstanding recreational facilities, walking trail and safe routes to school."

The City Council Vision of A Connected Community states that "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."

Budgetary Impact:

Staff anticipates that the change will result in additional funding being contributed to the City sidewalk fund.

Recommendation:

The Commission took the following action:

"Mr. Santoski moved to recommend to City Council that it should amend Section 34-1124 of the zoning ordinance, to provide persons constructing a dwelling on a previously vacant lot the option of contributing to a sidewalk fund rather than dedicating land and constructing sidewalks, with the following changes:

a. That the Bicycle and Pedestrian Master Plan serve as a guide for the distribution of funds from the City sidewalk fund.

I find that the draft ordinance presented by staff, with these changes, is required by the public necessity, convenience, general welfare or good zoning practice."

Ms. Dowell seconded the motion. The Commission voted 5-0 to recommend approval of the proposed zoning text amendment. Commissioner Lahendro and Chairman Rosensweig were not present.

Alternatives:

City Council has several alternatives:

(1) by motion, take action to approve the attached Ordinance,
(2) by motion, request changes to the attached Ordinance,
(3) by motion, defer action on the text change, or
(4) by motion, deny the text change.

Attachment:

Staff Report dated April 29, 2015

CITY OF CHARLOTTESVILLE
DEPARTMENT OF NEIGHBORHOOD DEVELOPMENT SERVICES
STAFF REPORT

REQUEST FOR A ZONING TEXT AMENDMENT

ZT15-00006: SIDEWALK WAIVER PROVISIONS

JOINT PUBLIC HEARING
DATE OF PLANNING COMMISSION MEETING: May 12, 2015

Author of Staff Report: Brian Haluska
Date of Staff Report: April 30, 2015
Applicable City Code Provisions: Chapter 34 (Zoning Ordinance)

Executive Summary

An ordinance to provide the option of contributing to a sidewalk fund rather than dedicating land and constructing sidewalks for residential lots on existing streets.

Background

On March 17, 2015, the Virginia General Assembly approved an amendment to the Code of Virginia that permits the City of Charlottesville to extend the sidewalk waiver provisions previously permitted in the subdivision ordinance to the zoning ordinance, and to also broaden the circumstances in which it applies.

Standard of Review

As per state law and §34-42 of the City Code, the planning commission is required to review this proposed amendment to determine:

(1) Whether the proposed amendment conforms to the general guidelines and policies contained in the comprehensive plan;
(2) Whether the proposed amendment will further the purposes of this chapter and the general welfare of the entire community;
(3) Whether there is a need and justification for the change; and
(4) Whether the amendment is required by the public necessity, convenience, general welfare or good zoning practice.

Discussion of the Proposed Draft Ordinance

The full text of the proposed draft ordinance is attached to this report. The section proposed for modification is section 34-1124 of the zoning ordinance, which addresses improvements required when building on a vacant lot. The specific changes to the ordinance are:

Section 34-1124(a)

This section would be modified to make the Planning Commission responsible for the promulgation of sidewalk criteria, rather than the director of NDS. It also would state that the sidewalk criteria are to be considered when decisions are made about the use of the City sidewalk fund.

Section 34-1124(b)

The proposed changes would clarify the requirement for sidewalk, curb and gutter on previously unimproved lot, including stating the process for verifying that the improvements have been made. The amended section would also give the owner the option to seek a waiver of the sidewalk requirements from City Council or pay into a sidewalk fund in lieu of building the sidewalk on the property.

Section 34-1124(d)

The proposed changes would create a new section of the ordinance that states that the above sections do not apply to developers of new public streets.

Staff Analysis

1. **Does the proposed amendment conform to the general guidelines and policies contained in the comprehensive plan?**

   The Land Use chapter of the Comprehensive Plan lists the following goal:
   - "Enhance pedestrian connections between residences, commercial centers, public facilities, amenities and green spaces."

   The Transportation chapter of the Comprehensive Plan lists the following goal:
   - "Provide convenient and safe pedestrian connections within 1/4 miles of all commercial and employment centers, transit routes, schools and parks."

2. **Does the proposed amendment further the purposes of the Zoning Ordinance (Chapter 34, City Code) and the general welfare of the entire community?**

   Section 34-3(3) of the City Code states that a purpose of the zoning ordinance is "to reduce or prevent congestion in the public streets, to facilitate transportation and to provide for safe and convenient vehicular and pedestrian travel".

3. **Is there a need and justification for the change?**

In prior sidewalk waiver requests, City Council has repeatedly asked about the possibility of permitting developers to pay into a sidewalk fund in lieu of constructing sidewalk on vacant lots. The proposed would address this concern.

Public Comment

Staff has received no comment on this matter.

Recommendation

Staff recommends approval of the zoning text amendment.

Possible Motions

1. "I move to recommend to City Council that it should amend Section 34-1124 of the zoning ordinance, to provide persons constructing a dwelling on a previously vacant lot the option of contributing to a sidewalk fund rather than dedicating land and constructing sidewalks, as presented in the draft ordinance provided by staff, because I find that this amendment is required by the public necessity, convenience, general welfare or good zoning practice.

2. I move to recommend to City Council that it should amend Section 34-1124 of the zoning ordinance, to provide persons constructing a dwelling on a previously vacant lot the option of contributing to a sidewalk fund rather than dedicating land and constructing sidewalks, with the following changes:

   a. _____
   b._____

   I find that the draft ordinance presented by staff, with these changes, is required by the public necessity, convenience, general welfare or good zoning practice.

3. "I move to recommend to City Council that it should not amend Section 34-1124 of the zoning ordinance, to provide persons constructing a dwelling on a previously vacant lot the option of contributing to a sidewalk fund rather than dedicating land and constructing sidewalks, because I find that the amendment is not required by the public necessity, convenience, general welfare or good zoning practice.

Attachments

Proposed amendment to Section 34-1124
Applicable city code section 34 -1124

Sec. 34-1124. - Vacant lot construction—Required sidewalks, curbs and gutters.

(a) The planning commission ~~director of neighborhood development services~~ shall, from time to time, promulgate criteria by which the utility and necessity (i.e., high-priority versus low-priority, taking into account public necessity versus cost to the property owner) of community sidewalks may be assessed ("sidewalk criteria"). These criteria shall guide the city's expenditure of funds within the sidewalk improvement fund referred to in paragraph (b), below. A copy of these sidewalk criteria shall be maintained within the department of neighborhood development services.

(b) For the protection of pedestrians and to control drainage problems, ~~sidewalks, curbs and gutters shall be required along all public rights-of-way when any building or structure is constructed upon a~~ when not more than two (2) dwelling units are to be constructed upon a previously unimproved lot or parcel, or when any single-family detached dwelling is converted to a two-family dwelling, sidewalk, curb and gutter (collectively, "sidewalk improvements") shall be constructed within public right-of-way dedicated along the adjacent public street frontage for that purpose. No certificate of occupancy shall be issued for the dwelling(s) until the sidewalk improvements have been accepted by the city for maintenance, or an adequate financial guaranty has been furnished to the city conditioned upon completion of the sidewalk improvements within a specific period of time. The requirements of this paragraph shall not apply, if ~~unless~~ (i) the owner of the lot or parcel obtains a waiver of the required sidewalk improvements ~~this requirement is waived by~~ from city council, or (ii) the owner of the lot or parcel, at the owner's sole option, elects to contribute funds to a sidewalk improvement fund in an amount equivalent to the cost of dedication of land for and construction of the required sidewalk, curb and gutter.

(c) Sidewalks, curbs and gutters required by this section shall be constructed in accordance with the standards set forth within the city's subdivision ordinance.

(d) Nothing within this section shall in any way affect the city's authority to require sidewalks, curb and gutter to be bonded and constructed by a developer on any newly constructed public street. The provisions of paragraph (b), above, shall not apply with to any lot or parcel of land within a "development", as that term is defined within § 34-1200.

Sec. 34-1124. - Vacant lot construction—Required sidewalks, curbs and gutters.

(a) The director of neighborhood development services shall, from time to time, promulgate criteria by which the utility and necessity (i.e., high-priority versus low-priority, taking into account public necessity versus cost to the property owner) of community sidewalks may be assessed ("sidewalk criteria"). A copy of these criteria shall be maintained within the department of neighborhood development services.

(b) For the protection of pedestrians and to control drainage problems, sidewalks, curbs and gutters shall be required along all public rights-of-way when any building or structure is constructed upon a previously unimproved lot or parcel, or when any single-family dwelling is converted to a two-family dwelling unless this requirement is waived by city council.

(c) Sidewalks, curbs and gutters required by this section shall be constructed in accordance with the standards set forth within the city's subdivision ordinance.

(9-15-03(3); 7-16-12)

AN ORDINANCE
AMENDING AND REORDAINING SECTION 34-1124 OF CHAPTER 34 (ZONING) OF THE CODE OF THE CITY OF CHARLOTTESVILLE, 1990, AS AMENDED, RELATED TO SIDEWALK WAIVER PROVISIONS

BE IT ORDAINED by the Council for the City of Charlottesville, Virginia that Section 34-1124 of Article IX (Generally Applicable Regulations) of Chapter 34 (Zoning) of the Charlottesville City Code, 1990, as amended, is hereby amended and reordained as follows:

Sec. 34-1124. - Vacant lot construction—Required sidewalks, curbs and gutters.

(a) The planning commission ~~director of neighborhood development services~~ shall, from time to time, promulgate criteria by which the utility and necessity (i.e., high-priority versus low-priority, taking into account public necessity versus cost to the property owner) of community sidewalks may be assessed ("sidewalk criteria"). These criteria shall guide the city's expenditure of funds within the sidewalk improvement fund referred to in paragraph (b), below. A copy of these sidewalk criteria shall be maintained within the department of neighborhood development services.

(b) For the protection of pedestrians and to control drainage problems, ~~sidewalks, curbs and gutters shall be required along all public rights-of-way when any building or structure is constructed upon a~~ when not more than two (2) dwelling units are to be constructed upon a previously unimproved lot or parcel, or when any single-family detached dwelling is converted to a two-family dwelling, sidewalk, curb and gutter (collectively, "sidewalk improvements") shall be constructed within public right-of-way dedicated along the adjacent public street frontage for that purpose. No certificate of occupancy shall be issued for the dwelling(s) until the sidewalk improvements have been accepted by the city for maintenance, or an adequate financial guaranty has been furnished to the city conditioned upon completion of the sidewalk improvements within a specific period of time. The requirements of this paragraph shall not apply, if ~~unless~~ (i) the owner of the lot or parcel obtains a waiver of the required sidewalk improvements ~~this requirement is waived by~~ from city council, or (ii) the owner of the lot or parcel, at the owner's sole option, elects to contribute funds to a sidewalk improvement fund in an amount equivalent to the cost of dedication of land for and construction of the required sidewalk, curb and gutter.

(c) Sidewalks, curbs and gutters required by this section shall be constructed in accordance with the standards set forth within the city's subdivision ordinance.

(d) Nothing within this section shall in any way affect the city's authority to require sidewalks, curb and gutter to be bonded and constructed by a developer on any newly constructed public street. The provisions of paragraph (b), above, shall not apply to any lot or parcel of land within a "development", as that term is defined within § 34-1200.

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA

Agenda Date:	June 1, 2015
Action Required:	Ordinance Adoption
Presenter:	Kathy McHugh, Housing Development Specialist
Staff Contacts:	Kathy McHugh, Housing Development Specialist Lisa Robertson, Chief Deputy Chief Attorney
Title:	**Affordable Dwelling Unit Ordinance – Revised Definition of Affordable Dwelling Unit**

Background:

Compliance with the current code (Sec. 34-12) can be met by either providing on-site or off- site affordable dwelling units, or by providing a cash contribution to the City's Affordable Housing Fund (CAHF). To date, applicants have opted to provide the cash contribution only. No affordable units have been provided as a result of the ordinance to date.

Ultimately, the City's goal is to obtain a mixture of dwelling units and cash contributions to the housing fund. To this end, the current specific length of the commitment (it must be 30 years, no more, no less), as well as the amount of the qualifying household income (i.e., 60% or less of Area Median Income (AMI)) present disincentives to developers who might otherwise be willing to consider establishment of affordable units.

In order to increase the likelihood that applicants will consider providing affordable dwelling units, both the length of the commitment and the qualifying household income criteria need to be modified, to leave the City the ability to consider a broader range of possible arrangements, including: (1) the ability to consider proposals committing to the provision of ADUs for a period of less than 30 years, and (2) expansion of the pool of eligible households to include those with incomes of up to 80% AMI.

Discussion:

Working through the legislative process with the General Assembly, City staff recommended incorporating a change to the ordinance that would allow for: 1) decreasing the commitment period for affordability to allow for a period of less than 30 years and 2) increasing the qualifying household income level to 80% AMI.

Legislation authorizing these changes was approved in the 2015 Session of the General Assembly of Virginia on February 20, 2015 via Senate Bill 1245, to be codified as an amendment to Section 1 of Chapter 693 of the Acts of Assembly of 2008, as amended by Chapter 527 of the Acts of Assembly of 2013. The bill was signed by the Governor March 16, 2015, and the effective date is July 1, 2015.

By motion, the Planning Commission initiated a study of this code amendment at its regularly scheduled meeting on April 14, 2015. Further, by motion, the Planning Commission approved to recommend approval of the zoning text change at its regularly scheduled meeting on May 12, 2015 meeting.

Alignment with Council Vision Areas and Strategic Plan:

Approval of this agenda items aligns directly with Council's vision for Charlottesville to provide *Quality Housing Opportunities for All* and Goal 1, Objective 1.3 of the Strategic Plan to *increase affordable housing options*.

Community Engagement:

Concern over the need for this change originated from discussions with the Housing Advisory Committee (HAC) regarding implementing regulations for §34-12. The HAC specifically expressed concern over the lack of provision of affordable units as a result of the ordinance being too prescriptive. This initial public engagement was the impetus for seeking a legislative change.

As part of the legislative review process, staff reached out to both the Blue Ridge Home Builders Association (BRHBA) and the Charlottesville Area Association of Realtors (CAAR) to make sure that they could support the proposed changes. The support of both BRHBA and CAAR was instrumental in obtaining approval for the legislative change.

A joint public hearing of the Planning Commission and City Council was held at the regularly scheduled May 12, 2015 meeting of the Planning Commission. At this hearing, there was concern expressed over establishing a minimum commitment period for affordability; however, since the revisions to the Virginia Code expressly authorize the City to establish a minimum term for affordability, staff advised that this could be addressed within the implementing regulations. By taking this approach, rather than specifying this commitment term within the ordinance, changes can be more easily amended to reflect market conditions and local goals for affordable housing over time.

Budgetary Impact:

Potentially positive as the construction of new/additional housing units would improve property values and increase property tax revenue.

Recommendation:

Staff recommends that the zoning text revision be approved, as the proposed changes will increase the likelihood that affordable units will be built. By looking to set a commitment period that equals or exceeds the value of the loss of revenue for subsidized units over time and by increasing the flexibility of renting or selling to a larger pool of qualified persons (i.e., those at 80% AMI or less as opposed to 60% AMI and less), staff is hopeful that applicants will opt to provide units rather than pay the cash contribution.

Alternatives:

Council could elect not to approve the proposed revision to the Affordable Dwelling Unit Ordinance, leaving the current 30 year / 60% AMI requirements in place.

Attachments:

Materials from the May 12, 2015 Planning Commission Packet
Enabling Legislation
Proposed Ordinance

CITY OF CHARLOTTESVILLE
DEPARTMENT OF NEIGHBORHOOD DEVELOPMENT SERVICES
STAFF REPORT

ZT-15-04-05: REQUEST FOR A ZONING TEXT AMENDMENT

PLANNING COMMISSION REGULAR MEETING
DATE OF PLANNING COMMISSION MEETING: May 12, 2015

Author of Staff Report: Kathy McHugh, Housing Development Specialist
Date of Staff Report: April 20, 2015
Applicable City Code Provisions: §34-12 (Affordable Dwelling Units - ADUs)

Executive Summary

This is a proposed zoning text amendment to modify the definition of what constitutes an affordable dwelling unit, relative to the length of the commitment and qualifying household income level. Staff recommends approval of the proposed text amendment.

Background

Compliance with the current code (Sec. 34-12) can be met by either providing on-site or off- site affordable dwelling units, or by providing a cash contribution to the City's affordable housing fund. To date, applicants have opted to provide the cash contribution only. No affordable units have been provided as a result of the ordinance to date.

Ultimately, the City's goal is to obtain a mixture of dwelling units and cash contributions to the housing fund. To this end, the current specific length of the commitment (it must be 30 years, no more, no less), as well as the amount of the qualifying household income (i.e., 60% or less of Area Median Income (AMI)) present disincentives to developers who might otherwise be willing to consider establishment of affordable units.

In order to increase the likelihood that applicants will consider providing affordable dwelling units, both the length of the commitment and the qualifying household income criteria need to be modified, to leave the City the ability to consider a broader range of possible arrangements, including: (1) the ability to consider proposals committing to the provision of ADUs for a period of less than 30 years, and (2) expansion of the pool of eligible households to include those with incomes of up to 80% AMI.

Legislation authorizing these changes was approved in the 2015 Session of the General Assembly of Virginia on February 20, 2015 via Senate Bill 1245, to be codified as an amendment to Section 1 of Chapter 693 of the Acts of Assembly of 2008, as amended by Chapter 527 of the Acts of Assembly of 2013. The bill was signed by the Governor March 16, 2015, and the effective date is July 1, 2015.

Preparation and Adoption of Proposed Amendment

By motion, the Planning Commission initiated a study of this Code amendment at its regularly scheduled meeting on April 14, 2015. Since this amendment does not involve an amendment initiated by City Council or a property owner, the 100-day action requirement does not apply; however, a joint public hearing has been advertised with Council for May 12, 2015. If the Planning Commission chooses to act at is May 2015 meeting, then City Council would be in a position to approve the amendment in June 2015. The 2015 enabling legislation becomes effective July 1, 2015.

Standard of Review

As per §34-42 the planning commission shall review and study each proposed zoning text amendment to determine:

(1) Whether the proposed amendment conforms to the general guidelines and policies contained in the comprehensive plan;

(2) Whether the proposed amendment will further the purposes of this chapter and the general welfare of the entire community;

(3) Whether there is a need and justification for the change; and

(4) When pertaining to a change in the zoning district classification of property, the effect of the proposed change, if any, on the property itself, on surrounding property, and on public services and facilities. In addition, the commission shall consider the appropriateness of the property for inclusion within the proposed zoning district, relating to the purposes set forth at the beginning of the proposed district classification.

Proposed Zoning Text Change-- ZT-15-04-05

Section 34-12 (c) of the Zoning Ordinance should be amended to read as follows:

For purposes of this section, "affordable dwelling units" mean dwelling units affordable to households with incomes at not more than eighty percent (80%) of the area median income, and which are committed to remain affordable for a specific period of not more than 30 years.

Standard of Review Analysis

1. **Whether the proposed amendment conforms to the general guidelines and policies contained in the comprehensive plan;**

   Goal 3.4 in the housing chapter of the Comprehensive Plan states: "Encourage creation of new, on-site affordable housing as part of rezoning or residential special use permit applications." Further, goal 3.6 states: "Promote housing options to accommodate both renters and owners at all price points, including workforce housing." In the case of the proposed zoning text change, the proposed modifications should help achieve both goals.

2. **Whether the proposed amendment will further the purposes of this chapter and the general welfare of the entire community;**

   Reducing the current requirements for term and income relative to affordable dwelling units should positively impact the City's ability to obtain such units.

3. **Whether there is a need and justification for the change;**

There is a need to modify our local code based on the reasons outlined herein. Further, the City has already gone through the required process with the General Assembly to amend the definition of affordable dwelling unit within the Code of Virginia; however, local approval is necessary to effect the change.

4. **When pertaining to a change in the zoning district classification of property, the effect of the proposed change, if any, on the property itself, on surrounding property, and on public services and facilities.**

   This zoning text amendment does not include a change in the zoning district classification of any particular property.

Public Comment

Staff has received no public comment at the time of the drafting of this report.

Recommendation

Staff recommends approval of the zoning text amendment.

Appropriate Motions

1. "I move to recommend approval of **ZT-15-04-05**, based on a finding that the amendment is required by the public necessity, convenience, general welfare or good zoning practice."

2. "I move to recommend denial of **ZT-15-04-05**."

VIRGINIA ACTS OF ASSEMBLY -- 2015 SESSION
CHAPTER 225

An Act to amend and reenact § 1 of Chapter 693 of the Acts of Assembly of 2008, as amended by Chapter 527 of the Acts of Assembly of 2013, relating to affordable housing in the City of Charlottesville.

[S 1245]

Approved March 16, 2015

Be it enacted by the General Assembly of Virginia:
1. That § 1 of Chapter 693 of the Acts of Assembly of 2008, as amended by Chapter 527 of the Acts of Assembly of 2013, is amended and reenacted as follows:

§ 1. A. The governing body of the City of Charlottesville may provide in its comprehensive plan for the physical development within the city, adopted pursuant to § 15.2-2223, for densities of development ranging between a floor area ratio (FAR) of 1.0 FAR and 10.0 FAR, or greater, and as such, the governing body may adopt as part of its zoning ordinance requirements for the provision of (i) on-site or off-site "Affordable Dwelling Units," as defined herein, or (ii) a cash contribution to the city's affordable housing fund, in lieu of such units, in such amounts as set out herein, as a condition of the governing body's approval of a rezoning or special use application for residential or the residential portion of mixed-use projects with a density equal to or greater than 1.0 FAR, or an equivalent density based on units per acre. Residential or the residential portion of mixed-use projects with a density less than 1.0 FAR, or an equivalent density based on units per acre, shall be exempt from the requirements of this section and the city's zoning ordinance adopted pursuant to this section. The city's zoning ordinance requirements shall provide as follows:

1. Upon approval of a rezoning or special use application approving a residential, or the residential portion of a mixed-use project with a density equal to or greater than 1.0 FAR, or an equivalent density based on units per acre, the applicant shall provide on-site Affordable Dwelling Units as part of the project, the total gross square footage of such units shall be five percent of the amount of the gross floor area of the project that exceeds 1.0 FAR or an equivalent density based on units per acre. For purposes of this section, "applicant" shall mean the person or entity submitting a rezoning or special use application for approval of a residential or mixed-use project that contains residential dwelling units in the city and shall include the successors or assigns of the applicant.

2. As an alternative, upon approval of a rezoning or special use application approving a residential, or the residential portion of a mixed-use project with a density equal to or greater than 1.0 FAR, or an equivalent density based on units per acre, the applicant may elect to provide any one of the following:

a. Affordable Dwelling Units at an off-site location in the city, the total gross square footage of such units shall be five percent of the amount of the gross floor area of the project that is over 1.0 FAR, or an equivalent density based on units per acre; or

b. A cash contribution to the city's affordable housing fund, which contribution shall be calculated as follows for each of the density tiers described below:

(1) Two dollars per square foot of gross floor area for residential projects greater than 1.0 FAR or an equivalent density based on units per acre.

(2) For mixed-use projects, cash contributions shall be calculated by applying the proportionate amount of residential gross floor area at two dollars per square foot.

The cash contribution shall be indexed to the Consumer Price Index for Housing in the south urban region as published by the Bureau of Labor Statistics and shall be adjusted annually based upon the changes made in January to such index.

3. For purposes of this section, "Affordable Dwelling Units" ~~**mean units committed for a 30-year term as**~~ ***means units that are*** affordable to households with incomes at ~~**60 percent or less**~~ ***not more than 80 percent*** of the area median income ***and that are committed to remain affordable for a term of not more than 30 years. However, the city may establish a minimum term as it deems necessary to ensure the establishment of committed Affordable Dwelling Units in accordance with subdivision 1 or 2.***

B. With the exception of the authority under § 15.2-2305, this section establishes the legislative authority for the city to obtain Affordable Dwelling Units in exchange for the approval of a rezoning or special use application for a residential, or mixed-use project that contains residential dwelling units in the city, and may not be used in combination with any other provision of law in this chapter to obtain Affordable Dwelling Units from an applicant. Nothing in this section shall be construed to repeal the city's authority under any other provision of law.

AN ORDINANCE
AMENDING AND REORDAINING SECTION 34-12 OF ARTICLE I OF CHAPTER 34 (ZONING) OF THE CODE OF THE CITY OF CHARLOTTESVILLE, 1990, AS AMENDED, TO CHANGE THE DEFINITION OF AFFORDABLE DWELLING UNIT.

BE IT ORDAINED by the Council for the City of Charlottesville, Virginia, that Section 34-12 of Article I (Administration) of Chapter 34 (Zoning) of the Charlottesville City Code, 1990, as amended, is hereby amended and reordained as follows:

Sec. 34-12. Affordable dwelling units.

(a) Upon approval of a rezoning or special use application approving a residential project, or the residential portion of a mixed-use project with a density equal to or greater than 1.0 floor-area ratio (FAR), or an equivalent density based on units per acre, the applicant shall provide on-site affordable dwelling units as part of the project, and the total gross square footage of such units shall be five (5) percent of the amount of the gross floor area of the project that exceeds 1.0 FAR or an equivalent density based on units per acre.

(b) For purposes of this section, "applicant" shall mean the person or entity submitting a rezoning or special use application for approval of a residential or mixed-use project that contains residential dwelling units in the city and shall include the successors or assigns of the applicant.

(c) For purposes of this section, "affordable dwelling units" ~~mean units committed for a thirty-year term as~~ means dwelling units that are affordable to households with incomes at ~~sixty (60) percent or less~~ not more than 80 percent of the area median income and that are committed to remain affordable for a term of not more than 30 years. However, the city may establish a minimum term as it deems necessary to ensure the establishment of committed Affordable Dwelling Units provided pursuant to subsection (a), above, or (d)(1), below.

(d) As an alternative, upon approval of a rezoning or special use application approving a residential project, or the residential portion of a mixed-use project with a density equal to or greater than 1.0 FAR, or an equivalent density based on units per acre, the applicant may elect to provide any one (1) of the following:

(1) Affordable dwelling units at an off-site location in the city, the total gross square footage of such units shall be five (5) percent of the amount of the gross floor area of the project that is over 1.0 FAR, or an equivalent density based on units per acre; or

(2) A cash contribution to the city's affordable housing fund, which contribution shall be calculated as follows for each of the density tiers described below:

a. Two dollars ($2.00) per square foot of gross floor area for residential projects greater than 1.0 FAR or an equivalent density based on units per acre.

b. For mixed-use projects, cash contributions shall be calculated by applying the proportionate amount of residential gross floor area at two dollars ($2.00) per square foot.

(e) The cash contribution shall be indexed to the Consumer Price Index for Housing in the South Urban Region as published by the Bureau of Labor Statistics and shall be adjusted annually based upon the changes made in January to such index.

(f) Except as otherwise provided, upon approval of a rezoning or special use permit that is subject to this section, any site plan submitted for review in conjunction therewith shall be acted upon by the director of neighborhood development services or planning commission within twenty-one (21) days after the date such plan was officially submitted.

(g) The city council may from time to time adopt regulations by resolution, for the administration of the provisions of this section. Pursuant to section 34-82(b)(1), the failure of any person to comply with such regulations shall constitute unlawful conduct in violation of this section.

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA

Agenda Date:	June 15, 2015
Action Required:	Yes (Public Hearing and approval of Resolution; One Reading)
Presenter:	Judith Mueller, Director of Public Works
Staff Contacts:	Maurice Jones, City Manager Chris Cullinan, Director of Finance Lauren Hildebrand, Director of Public Utilities S. Craig Brown, City Attorney
Title:	Amendment of the 1973 Four Party Agreement Between the City of Charlottesville, Albemarle County, RWSA and ACSA

Background:

In 1973 the City of Charlottesville, the County of Albemarle, the Rivanna Water and Sewer Authority ("RWSA") and the Albemarle County Service Authority ("ACSA") executed a service or operating agreement for RWSA to provide potable water and wastewater treatment services to its two customers, the City and the ACSA. This agreement, which has remained unchanged since 1973, is commonly known as the "Four Party Agreement".

At the request of City and ACSA staff, RWSA has prepared a proposed amendment to the Four Party Agreement that, if adopted, will change the billing methodology used by RWSA. Section 8.1 of the Four Party Agreement provides that the Agreement can only be amended or modified with the consent of the City, County, RWSA, ACSA and the Bond Trustee under RWSA's Agreement of Trust. The tentative schedule for consideration of the proposed amendment contemplates presentation to the ACSA Board on June 18; to the Albemarle County Board of Supervisors on July 1 or July 8; and to the RWSA Board of Directors on July 28, assuming it has been approved by City Council.

Discussion:

The proposed amendment will change how RWSA bills the City and ACSA for capital debt service costs. Currently, RWSA includes an amount for debt service in the water and wastewater treatment rates it charges the City and ACSA. Those wholesale rates are set in advance by RWSA during its annual budget process, and are based on the estimated amount of water RWSA anticipates selling, and the estimated amount of wastewater RWSA anticipates treating, during the ensuing fiscal year. As contemplated by the Four Party Agreement, the rates are set as a specific amount for every 1,000 gallons of water sold and wastewater treated.

The problem with the current methodology is that the amount of water sold and the amount of wastewater treated can fluctuate significantly with the weather. For example, the amount of wastewater treated by RWSA can increase significantly during wet weather, due to inflow and infiltration in the sanitary sewer collection system. In those times, RWSA can collect significantly more (and the City and ACSA pay significantly more) in debt service for wastewater projects than what RWSA has budgeted, or what it needs to make its debt service payments. At the same time, the wet weather may mean that water usage is lower than anticipated, and RWSA collects less than what it needs for water capital project costs. On the other hand, when the amount of water usage is higher than anticipated because of very dry weather, the amount of debt service collected for water capital projects is higher than the amount needed, and the amount of debt service collected for wastewater projects may be too low. These fluctuations present significant challenges for the RWSA, the City and ACSA when setting water and wastewater rates based on predictions of future usage.

The proposed amendment would allow RWSA to use a separate, fixed debt service charge when billing the City and ACSA for water and wastewater capital costs. Separating the charge for debt service from the water and wastewater rates will mean that the amount of debt service charged and paid will not depend on the volume of water sold or wastewater treated. Weather will no longer be a factor, and since RWSA knows in advance how much debt service it needs each year, budgeting for debt service will be easier and more accurate for all three entities. The justification for the proposed amendment is further articulated in the document entitled "Considerations for Amendment No. 1 to Service Agreement", prepared by RWSA and attached hereto.

The proposed amendment also contains several points of clarification:

- A definition of "Debt Service Charges" is added in Section 1.2;

- The amendments to Sections 7.2 (a) and (b) reinforce the existing rule that debt service charges for capital projects requested solely by the City or ACSA will be allocated to the requesting party. These amendments also explicitly acknowledge that debt service charges will be allocated as provided in any cost allocation agreement executed by the City and ACSA;

- Section 7.5 currently states that water and wastewater treatment charges are determined by applying the rates "to the total amount of water delivered to the City and the Service Authority as obtained by their respective customer meter readings". For over 30 years the parties have implemented this section through the provisions of the "1983 Working Agreement on Urban Area Wholesale Flow Allocation and Billing Methodology between Rivanna, the Service Authority and the City". This amendment specifically references and incorporates that 1983 Working Agreement as part of the Four Party Agreement;

- Section 7.1 of the Four Party Agreement provides a debt service formula for capital wastewater projects whereby the City pays ½ as much per 1,000 gallons than ACSA, although the parties previously have disagreed on which projects are subject to this provision. The proposed amendment clarifies the application of that formula (to existing

facilities as defined in Sections 3.3 and 3.5 and those described on Exhibit 6), in a manner that is consistent with the recent Wastewater Projects Cost Allocation Agreement. The amendment also eliminates the "per 1,000 gallon" metric, since debt service charges will no longer be based on usage or flow.

Community Engagement:

Given the significance of the Four Party Agreement and the fact that this will be the first amendment since it was enacted in 1973, City Council will have a public hearing prior to acting on the proposed amendment.

Budgetary Impact:

At the request of the City, RWSA prepared a comparison of actual urban water and urban wastewater debt service billing in FY 2014, with the charges that would have been billed under an amended Four Party Agreement. The analysis was done for both the City and ACSA, with the result being very similar for the two entities. Under the amended agreement both the City and ACSA would have had small cost savings for urban water debt service, and more substantial savings for urban wastewater. The analysis done by RWSA is attached.

While the analysis of FY 2014 reveals a "savings" to the City and ACSA under the amended agreement, the result may be different if a different year is used for the comparison. In a different year RWSA may have "underbilled" debt service due to the impact of weather, and the charges under the amended agreement would have been greater than the actual billings.

As noted by RWSA in the "Considerations for Amendment", the proposed amendment does not change debt service allocations under existing cost allocation agreements, nor does it force allocations where none exist.

Recommendation:

City staff recommends adoption of the attached Resolution that authorizes the Mayor to execute the proposed Amendment No. 1 to the Four Party Agreement.

Alternatives:

City Council can decline to approve the proposed amendment, or propose different terms for consideration by Albemarle County, RWSA and ACSA.

Attachments:

Considerations for Amendment No. 1 to Service Agreement
Amendment No.1 to Agreement and Resolution
Affected Articles with underline and strikeout
Comparison of Urban Charges under new and old (4 Party Agreement)
1973 Four Party Agreement

Considerations for Amendment No. 1 to Service Agreement

1. The amendment does not change allocations of budgeted costs and debt service or force allocations where none previously existed. It requires the use of existing allocation agreements which have either been done on a project-by-project basis (such as the Ragged Mountain Dam Project Cost Allocation Agreement) or on a project group basis (such as the Wastewater Projects Cost Allocation Agreement), and in cases where no allocation agreement exists, it defaults to the existing "usage" based allocation until such time as an allocation agreement is negotiated between the City and ACSA.

2. One advantage of the amendment is that it allows RWSA to build capital expenses into a fixed charge (the "Debt Service Charge") for each of the City and ACSA which is therefore a known amount and easily budgeted by the City and ACSA. Without the amendment, RWSA would have to continue to build such capital expenses into the water or wastewater rates for the City and ACSA. The rates are set based upon estimated flows in a budget adopted in advance of the fiscal year, however, billing is dependent on actual usage and flows during the year, so on the water side, for example, in very dry years when water usage is higher than normal, for example, the amount of capital charges built into the water rates results in RWSA collecting more than it budgeted for capital charges. Similarly, on the wastewater side, in very wet years, with higher than normal wastewater flows, the amount of capital charges built into the wastewater rates results in excess collections. On the other hand, on the water side, very wet years typically result in lower than normal water usage and therefore RWSA collects through water rates less than it needs for capital expenses.

3. A second advantage to the City and ACSA is that with a fixed monthly charge, the City and ACSA know that actual payments will be equal to their previously agreed allocation for each project in which there is an allocation agreement. That is not true today. While RWSA establishes the current per 1000 gallon rate using the agreed cost allocations in adopting its budget, developing a per 1000 gallon rate must apply that allocation to an estimated flow. During the fiscal year, actual flow is always different from the estimated flow, which means that actually billing does not precisely yield payments that reflect the agreed allocation.

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT (this "Amendment No. 1") is made and entered into as of _____ __, 2015, by and among the CITY OF CHARLOTTESVILLE, a municipal corporation (the "City"), the ALBEMARLE COUNTY SERVICE AUTHORITY, a public body politic and corporate duly created pursuant to the Virginia Water and Waste Authorities Act (the "Service Authority"), the BOARD OF SUPERVISORS OF ALBEMARLE COUNTY, acting for and on behalf of Albemarle County (the "County"), and RIVANNA WATER AND SEWER AUTHORITY, a public body politic and corporate duly created pursuant to the Virginia Water and Waste Authorities Act ("Rivanna"), parties to the Agreement dated as of June 12, 1973 (the "Service Agreement").

RECITALS:

The Service Agreement provides a method by which Rivanna is required to determine monthly rates for water produced and wastewater treated by Rivanna for the City and the Service Authority. The parties hereto desire to modify such method as set forth below.

AGREEMENT:

NOW, THEREFORE, the parties hereto agree to amend the Service Agreement as follows:

1. Amendment of Section 1.1. Section 1.1 of the Service Agreement is hereby amended by adding the following definition to such section:

> "Debt Service Charges" with respect to a facility or project shall mean the charges for work performed and debt service owed with respect to such facility or project, including the budgeted costs of engineering, construction, legal and land costs, administrative costs, permit fees, debt service (including anticipated debt service in the period before bonds are issued or loans are obtained to finance such facility or project), and establishment of reserves and related expenses.

2. Amendment of Section 7.1. Section 7.1 of the Service Agreement is hereby amended to add the words "and charges" after the word "rates" in the heading and in the first and second sentences of such section, and to add the words "or provided" after the word "acquired" in the second sentence of such section.

3. Amendment of Section 7.2. Section 7.2 of the Service Agreement is hereby amended to add the words "and charges" after the word "rates" in the heading and in the third sentence of such section.

4. Amendment of Section of 7.2(a). Section 7.2 (a) of the Service Agreement is hereby amended to delete the words ", except as provided in subsection (c) below" in the first

sentence thereof and to delete the third and fourth sentences in their entirety, and to substitute, in lieu thereof, the following:

> Rivanna shall compute the Debt Service Charges as an aggregate monthly fixed charge for the existing water facilities that were acquired pursuant to Sections 3.2 and 3.4, and new water facilities or projects that either have been or are to be constructed pursuant to Section 4.1, Section 4.3 or otherwise (including projects for upgrade, rehabilitation, replacement and repair of such facilities). The Debt Service Charges for each facility or project requested solely by the City or the Service Authority and undertaken pursuant to Section 4.3 shall be determined and allocated to the requesting party. The Debt Service Charges for each facility or project undertaken pursuant to Section 4.1 or otherwise shall be determined and allocated to the City and the Service Authority as provided under any applicable cost allocation agreement, and in the absence of any such cost allocation agreement, shall be determined and allocated based on proportional usage estimated as a part of Rivanna's normal annual budget process until such time as a cost allocation agreement between the City and the Service Authority is executed. The water rate per 1000 gallons shall be determined on the basis of the sum of the operational costs. A separate monthly fixed charge shall be determined as provided above based on the aggregate Debt Service Charges allocated to the City and the Service Authority.

5. Amendment of Section 7.2(b). Section 7.2(b) of the Service Agreement is hereby amended and restated in its entirety as follows:

> (b) Wastewater treatment rates for the urban area shall be uniform. Rivanna shall compute the cost per 1000 gallons for the operation and maintenance of facilities for the interception and treatment of wastewater, which rate shall be the same for the City and the Service Authority. Rivanna shall compute the Debt Service Charges as an aggregate monthly fixed charge for the existing wastewater facilities that were acquired pursuant to Sections 3.3 and 3.5 and new wastewater facilities or projects that either have been or are to be constructed pursuant to Section 4.1, Section 4.3 or otherwise (including projects for upgrade, rehabilitation, replacement and repair of such facilities). The Debt Service Charges for existing facilities (as defined by Sections 3.3 and 3.5) and additional wastewater facilities described on Exhibit 6, shall be determined and allocated to the City and the Service Authority on a basis whereby the City pays a percentage of the Debt Service Charges equal to the City's proportional share of Rivanna's wastewater flow for the most recently completed and

audited fiscal year divided by the sum of (i) the City's proportional share of Rivanna's wastewater flow plus (ii) two times the Service Authority's proportional share of Rivanna's wastewater flow for the same period, and the Service Authority pays the remaining percentage balance. The Debt Service Charges for each new or additional facility or project requested solely by the City or the Service Authority and undertaken pursuant to Section 4.3 shall be determined and allocated to the requesting party. The Debt Service Charges for each new or additional facility or project undertaken pursuant to Section 4.1 or otherwise shall be determined and allocated to the City and the Service Authority as provided under any applicable cost allocation agreement and in the absence of any such cost allocation agreement shall be determined and allocated based on proportional usage estimated as a part of Rivanna's normal annual budget process until such time as a cost allocation agreement between the City and the Service Authority is executed. The wastewater treatment rate per 1000 gallons shall be determined on the basis of the sum of the operational costs. A separate monthly fixed charge shall be determined as provided above based on the aggregate Debt Service Charges allocated to the City and the Service Authority.

6. Amendment of Section 7.2(c). Section 7.2(c) of the Service Agreement is hereby deleted in its entirety.

7. Amendment of Section 7.3. Section 7.3 of the Service Agreement is hereby amended and restated in its entirety as follows:

> Section 7.3. Rates and Charges in Other Areas. Rivanna shall establish separate rates and/or charges, as may be agreed between Rivanna and the Service Authority from time to time, for service to areas in the County outside of and not connected to Rivanna facilities in the urban area to which Rivanna provides or in the future may provide water or from which it treats or may in the future treat wastewater. Such areas include Crozet, Red Hill and Scottsville for the provision of water and include Scottsville, the Village of Rivanna and Stone Robinson School for the treatment of wastewater.

8. Amendment of Section 7.4. Section 7.4 of the Service Agreement is hereby amended and restated in its entirety as follows:

> Section 7.4. Uniformity in Debt Service Charges. The parties recognize that there will be variances from year to year in the cost for both water and wastewater treatment capital improvements on both existing facilities and new facilities. In an effort to maintain

reasonable uniformity in adjustments to Debt Service Charges from year to year, the parties agree that Rivanna will, to the best of its ability, compute such Debt Service Charges using uniform adjustments to such charges throughout five to ten year periods. The parties understand and agree that this procedure will result in excess collections compared to actual expenditures in certain periods but in other periods the amount collected will be less than actual expenditures for such capital improvements. Rivanna agrees to apply the excess collections to make up deficiencies during periods where actual expenditures for such capital improvements exceed Debt Service Charges.

9. Amendment of Section 7.5. Section 7.5 of the Service Agreement is hereby amended and restated in its entirety as follows:

> Section 7.5. Determination of Rates and Charges. Water and wastewater treatment rates per 1000 gallons within the urban area shall be determined by applying the rates determined pursuant to Sections 7.2(a) and 7.2(b) to the total estimated amount of water delivered to, or wastewater treated from, the City and the Service Authority as obtained by their respective customer meter readings and applied pursuant to the provisions of the 1983 Working Agreement on Urban Area Wholesale Flow Allocation and Billing Methodology between Rivanna, the Service Authority and the City. Water and wastewater treatment Debt Service Charges within the urban area shall be determined, allocated and aggregated pursuant to Sections 7.2(a) and 7.2(b) and the applicable cost allocation agreement, if any, with respect to such charges. Water and wastewater rates and/or charges for service to areas in the County outside of and not connected to Rivanna facilities in the urban area shall be determined pursuant to Section 7.3.

10. Effective Date. This Amendment No. 1 shall be effective upon the approval and execution by all parties hereto.

11. Miscellaneous. Except as expressly amended hereby, the Service Agreement shall remain in full force and effect in accordance with its terms. Bank of New York Mellon Trust Company, N.A., a New York banking corporation, executes this Amendment No. 1 solely in its capacity as successor Trustee (the "Trustee") to NationsBank, National Association under the Agreement of Trust dated as of October 1, 1979 between Rivanna and the Trustee, as amended and supplemented, pursuant to Section 8.1 of the Agreement of Trust.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 1 as of the date first above written.

CITY OF CHARLOTTESVILLE

Date:_____ By _____
Mayor

(SEAL)

ATTEST:

_____
City Clerk

ALBEMARLE COUNTY SERVICE AUTHORITY

Date:_____ By _____
Chair

(SEAL)

ATTEST:

_____
Secretary

BOARD OF COUNTY SUPERVISORS OF ALBEMARLE COUNTY

Date:_____ By _____
Chair

(SEAL)

ATTEST:

_____
Clerk

RIVANNA WATER AND SEWER AUTHORITY

Date:_____ By _____
Chair

(SEAL)

ATTEST:

_____
Secretary

SEEN AND CONSENTED TO:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., Trustee under Agreement of Trust dated as of October 1, 1979, as amended and supplemented

By:_____
Title:_____

Date:_____

11352750_16

A RESOLUTION
APPROVING AMENDMENT NO. 1
TO THE FOUR PARTY AGREEMENT DATED JUNE 12, 1973

BE IT RESOLVED by the Council for the City of Charlottesville, Virginia that the Mayor is hereby authorized to execute on behalf of the City the Amendment No. 1 to the Four Party Agreement dated June 12, 1973, in form approved by the City Attorney.

ARTICLE I

Definitions and Warranties

Section 1.1. Definitions.

…….

"Debt Service Charges" with respect to a facility or project shall mean the charges for work performed and debt service owed with respect to such facility or project, including the budgeted costs of engineering, construction, legal and land costs, administrative costs, permit fees, debt service (including anticipated debt service in the period before bonds are issued or loans are obtained to finance such facility or project), and establishment of reserves and related expenses.

…….

ARTICLE VII

Rates and Charges

Section 7.1. Rates and Charges in General. Rivanna shall fix and determine from time to time rates and charges for water furnished to and wastewater delivered by the City and the Service Authority. Such rates and charges shall be established by Rivanna at such levels as may be necessary to provide funds, together with other funds that may be available, sufficient at all times to pay (a) the cost of operation and maintenance of the Project, including debt service attributable to facilities to be acquired or provided by Rivanna, and reserves for such purposes and for replacements and improvements and (b) the principal of, premium, if any, and interest on the Bonds, as the same become due, and reserves therefor.

Section 7.2. Rates and Charges for Urban Area. Rivanna shall establish an urban area which shall include all of the City and designated portions of the County. The boundaries of this area may be changed from time to time. Rivanna shall establish rates and charges for furnishing water to and treating wastewater from the urban area as follows:

(a) Water rates shall be uniform throughout the urban area~~, except as provided in subsection (c) below~~. Rivanna shall compute the cost per 1000 gallons for the operation and

maintenance of facilities for the impoundment, production, treatment and transmission of water. Rivanna shall compute the ~~cost per 1000 gallons for debt service on~~Debt Service Charges as an aggregate monthly fixed charge for the existing water facilities ~~to be~~that were acquired pursuant to Sections 3.2 and ~~3.4~~3.4, and ~~the cost of~~ new water facilities or projects that either have been or are to be constructed pursuant to Section ~~4.1.~~4.1, Section 4.3 or otherwise (including projects for upgrade, rehabilitation, replacement and repair of such facilities). The Debt Service Charges for each facility or project requested solely by the City or the Service Authority and undertaken pursuant to Section 4.3 shall be determined and allocated to the requesting party. The Debt Service Charges for each facility or project undertaken pursuant to Section 4.1 or otherwise shall be determined and allocated to the City and the Service Authority as provided under any applicable cost allocation agreement, and in the absence of any such cost allocation agreement, shall be determined and allocated based on proportional usage estimated as a part of Rivanna's normal annual budget process until such time as a cost allocation agreement between the City and the Service Authority is executed. The water rate per 1000 gallons shall be determined on the basis of the sum of the operational costs ~~and debt service figures~~. A separate monthly fixed charge shall be determined as provided above based on the aggregate Debt Service Charges allocated to the City and the Service Authority.

(b) Wastewater treatment rates for the urban area shall ~~not~~ be uniform. Rivanna shall compute the cost per 1000 gallons for the operation and maintenance of facilities for the interception and treatment of wastewater, which rate shall be the same for the City and the Service Authority. Rivanna shall compute the ~~cost per 1000 gallons for debt service on~~Debt Service Charges as an aggregate monthly fixed charge for the existing wastewater facilities ~~to be~~that were acquired pursuant to Sections 3.3 and 3.5 and ~~the cost of~~ new wastewater facilities or

projects that either have been or are to be constructed pursuant to Section ~~4.1~~4.1, Section 4.3 or otherwise (including projects for upgrade, rehabilitation, replacement and repair of such facilities). The Debt Service Charges for existing facilities (as defined by Sections 3.3 and 3.5) and additional wastewater facilities described on Exhibit 6, shall be determined and allocated to the City and the Service Authority on a basis whereby the City pays ~~one-half as much per 1000 gallons as the Service Authority.~~ a percentage of the Debt Service Charges equal to the City's proportional share of Rivanna's wastewater flow for the most recently completed and audited fiscal year divided by the sum of (i) the City's proportional share of Rivanna's wastewater flow plus (ii) two times the Service Authority's proportional share of Rivanna's wastewater flow for the same period, and the Service Authority pays the remaining percentage balance. The Debt Service Charges for each new or additional facility or project requested solely by the City or the Service Authority and undertaken pursuant to Section 4.3 shall be determined and allocated to the requesting party. The Debt Service Charges for each new or additional facility or project undertaken pursuant to Section 4.1 or otherwise shall be determined and allocated to the City and the Service Authority as provided under any applicable cost allocation agreement and in the absence of any such cost allocation agreement shall be determined and allocated based on proportional usage estimated as a part of Rivanna's normal annual budget process until such time as a cost allocation agreement between the City and the Service Authority is executed. The wastewater treatment rate per 1000 gallons shall be determined on the basis of the sum of the operational costs ~~and debt service figures.~~ ~~(c) In the case of (1) the Powell's Creek Interceptor and (2) additional water impoundment, production, transmission or distribution facilities or wastewater interception or treatment facilities provided by Rivanna at the request of the City or~~ A separate monthly fixed charge shall be determined as provided above based on the aggregate Debt Service Charges

allocated to the City and the Service Authority ~~pursuant to Section 4.3, the full amount of debt service thereon shall be added to the water or wastewater treatment rates determined in accordance with subsections (a) or (b)~~.

Section 7.3. Rates and Charges in Other Areas. Rivanna shall establish separate rates ~~for water now being furnished and wastewater now being treated at Brownsville, Crozet, Scottsville and at such other~~and/or charges, as may be agreed between Rivanna and the Service Authority from time to time, for service to areas in the County outside of and not connected to Rivanna facilities in the urban area to which Rivanna ~~may~~provides or in the future may provide water or from which it treats or may ~~treat~~in the future treat wastewater. Such areas include Crozet, Red Hill and Scottsville for the provision of water and include Scottsville, the Village of Rivanna and Stone Robinson School for the treatment of wastewater.

Section 7.4. Uniformity in Debt Service Charges. The parties recognize that there will be ~~substantial variations~~variances from year to year in the cost ~~per 1000 gallons~~ for both water and wastewater treatment ~~for debt service~~capital improvements on both existing facilities ~~to be acquired~~ and new facilities ~~to be constructed~~. In an effort to maintain reasonable uniformity ~~of rates~~in adjustments to Debt Service Charges from year to year, the parties agree that Rivanna will, to the best of its ability, compute such ~~debt service charges at a~~Debt Service Charges using uniform ~~rate~~adjustments to such charges throughout five to ten year periods ~~from the date of this Agreement~~. The parties understand and agree that this procedure will result in excess collections ~~for debt service~~compared to actual expenditures in certain periods but in other periods the amount collected ~~for debt service~~ will be less than ~~actually required.~~actual expenditures for such capital improvements. Rivanna agrees to apply the excess collections to make up deficiencies during

periods where ~~debt service costs exceed debt service revenues~~actual expenditures for such capital improvements exceed Debt Service Charges.

Section 7.5. Determination of Rates and Charges. Water and wastewater treatment ~~charges~~rates per 1000 gallons within the urban area shall be determined by applying the rates determined pursuant to Sections 7.2(a) and ~~7.3~~7.2(b) to the total estimated amount of water delivered to, or wastewater treated from, the City and the Service Authority as obtained by their respective customer meter readings~~.~~ and applied pursuant to the provisions of the 1983 Working Agreement on Urban Area Wholesale Flow Allocation and Billing Methodology between Rivanna, the Service Authority and the City. Water and wastewater treatment Debt Service Charges within the urban area shall be determined, allocated and aggregated pursuant to Sections 7.2(a) and 7.2(b) and the applicable cost allocation agreement, if any, with respect to such charges. Water and wastewater rates and/or charges for service to areas in the County outside of and not connected to Rivanna facilities in the urban area shall be determined pursuant to Section 7.3.

Section 7.6. Payment of Charges. Rivanna may present charges based on budget estimates, subject to adjustment on the basis of an independent audit at the end of each fiscal year. All charges of Rivanna shall be payable upon presentation. In the event the City or the Service Authority shall fail to make payment in full within 30 days after presentation, interest on such unpaid amounts shall accrue at the highest rate of interest payable by Rivanna on any of the Bonds then outstanding. Rivanna shall bill the City and the Service Authority, and no one else, for water furnished and wastewater treated.

Comparison of Urban Charges under new and old (4 Party Agreement)
FY 2014

	Billing under Current Agreement	Amended Agreement	Difference
City Billing			
Urban Water			
Operations	$ 2,733,960	$ 2,733,960	-
Debt Service	$ 1,643,742	$ 1,598,411	45,331
	$ 4,377,702	$ 4,332,371	$ 45,331
Urban Wastewater			
Operations	$ 3,761,714	$ 3,761,714	-
Debt Service	$ 3,636,118	$ 3,266,544	369,574
	$ 7,397,832	$ 7,028,258	$ 369,574
ACSA Billing			
Urban Water			
Operations	$ 2,398,418	$ 2,398,418	-
Debt Service	$ 3,069,384	$ 3,017,274	52,110
	$ 5,467,802	$ 5,415,692	$ 52,110
Urban Wastewater			
Operations	$ 3,283,985	$ 3,283,985	-
Debt Service	$ 2,940,667	$ 2,577,787	362,880
	$ 6,224,652	$ 5,861,772	$ 362,880

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA

Agenda Date:	June 15, 2015
Action Required:	Council is asked to approve three (3) separate one (1) year leases with the Charlottesville Albemarle Convention and Visitors Bureau.
Presenter:	John Jones, Transit Manager
Staff Contacts:	John Jones, Transit Manager Kurt Burkhart, CACVB Executive Director
Title:	**Three (3) Leases To Be Approved Between the City of Charlottesville and the Charlottesville Albemarle Convention and Visitors Bureau**

Background:

The City of Charlottesville, as landlord of the Downtown Transit Station, has rented portions of the building to the Charlottesville Albemarle Convention and Visitors Bureau (CACVB) since the facility first opened. The CACVB currently has three (3) separate leases with the City that include; Kiosk (front desk & floor space for brochures), CACVB administrative office, and storage room. The CACVB pays monthly for each of these leased areas within the Transit Center, and has been a tenant in good-standing for ten years. The proposed leases before Council are for a period of one (1) year, and are non-renewable.

Discussion:

The CACVB Visitor Center is a Virginia state-certified official Welcome Center and serves the general public seven days a week and remains open with the exception of three days per year – Easter, Christmas and New Year's Day. The Visitor Center Lobby is staffed by part-time travel specialists who actively assist walk-in visitors, as well as serving as a point-of-sale for concert tickets offered through Music Today. The CACVB Administrative Offices provide professional staff with offices from which to function, providing them with conference room space, phones, storage, etc. The Storage Area (Space 211) is adjacent to the CACVB Administrative Offices and is the main depository for all materials required by the Virginia Tourism Corporation to maintain its official certification.

The three (3) leases proposed by the City of Charlottesville to the CACVB are:

- Downtown Visitor Center Lobby, 812 square feet, annual rental - $4,872
- CACVB Administrative Offices, 1,772 square feet, annual rental - $31,896
- CACVB Storage Area (Space 211), 173 square feet, annual rental - $3,114

The CACVB Board of Directors at its May 26, 2015, meeting, unanimously approved the leases.

Alignment with City Council's Vision and Strategic Plan:

As a party to the Joint Operations Agreement to establish a convention and visitors bureau, the City of Charlottesville enjoys active participation by the CACVB on the goals set forth in the City's Strategic Plan, specifically Goal 3 (Have a strong, diversified economy, 3.4) and Goal 5 (Foster strong connections, 5.2). CACVB Board Members provide the governance required to operate the CACVB and, as such, understand and support the interactions between the CACVB and the City, especially with respect to the alignment of the City's Vision and Strategic Plan.

Budgetary Impact:

There is a positive budgetary impact to having these three (3) leases approved by the City of Charlottesville. During FY16, the Charlottesville Area Transit will realize $39,855 in total rental payments received from the CACVB. There are no negative impacts.

Recommendation:

Staff recommends approval by Council of the three (3) leases presented.

Alternatives:

City Council may choose not to approve the three (3) leases proposed by the City.

Attachments:

The three (3) proposed leases are included as attachments with this submission

- Downtown Visitor Center Lobby
- CACVB Administrative Offices
- CACVB Storage Area (Space 211)

LEASE AGREEMENT FOR COMMERCIAL SPACE

CACVB Administrative Offices

THIS AGREEMENT is made this _____day of _____, 2015, by and between THE CITY OF CHARLOTTESVILLE, VIRGINIA, and the Charlottesville Albemarle Convention and Visitor Bureau (herein "Tenant").

For in consideration of the mutual covenants and agreements hereinafter made, the parties hereto agree as follows:

1. Lease of Property. Landlord hereby demises to Tenant, and Tenant hereby leases from Landlord certain premises within the building located at 615 East Water Street, East Main Street, Charlottesville, Virginia, and known as the Downtown Transit Station, such premises consisting of 1,772 square feet of net usable floor space and comprising the area outlined in yellow on the floor plan attached hereto as *Exhibit A* (hereafter referred to as "Leased Premises") together with the nonexclusive right to use of all sidewalks, elevators, entrances, hallways, stairs and the other areas designed for common use.

2. Term. This lease shall commence on July 1, 2015, ("Commencement Date"), and shall continue in effect thereafter, unless terminated by the Landlord as provided within this agreement, through June 30, 2016.

3. Rent. Tenant shall pay to the landlord as rent the sum of $31,896 annually ($18.00 per square foot of net usable space annually) payable in monthly installments of $2,658.00 on the first day of each month during the term of this lease, with the first and last months' rent to be prorated accordingly.

4. Security Deposit. The Tenant shall not be responsible to pay a Security Deposit.

5. Renewal Option. This lease is not renewable.

6. Use of Premises. Tenant represents and warrants that it will utilize the Premises for the following business purposes as CACVB Administrative and Executive offices, including any activities as are reasonably and necessarily incidental thereto. The Premises shall not be utilized for any other purpose(s) without the advance written permission of the Landlord.

7. Care of Premises.

(A) Landlord shall at its expense provide cleaning and janitorial services for the entry, stairways, corridors and other common areas, and shall be responsible for removal of ice and snow from sidewalks and driveways. Landlord shall provide the normal and usual care of office premises, maintaining the leased premises in a clean and orderly condition.

(B) Tenant shall be responsible for any unusual care, maintenance and repair of the leased premises attributable to actions of Tenant, its invitees, agents or employees. Tenant shall at all times comply with applicable laws, ordinances, regulations, building and fire codes relating to the use and condition of the leased Premises, and Tenant shall also comply with rules established from time to time by Landlord. Tenant shall maintain the leased premises free of vermin.

8. Maintenance and Repairs.

(A) Landlord shall at its expense maintain and keep in good repair the common areas of the roof, common exterior walls, common plumbing and permanent electrical wiring of the leased premises and shall in addition, be responsible for all maintenance and replacements of heating, cooling and air handling

equipment in the leased premises; provided however, that the cost of any such maintenance, repairs or replacements required as a result of the negligence or willful act of Tenant, its invitees, agents, or employees, shall be borne by Tenant. Landlord shall at its expense maintain and repair the plumbing fixtures in the leased premises, and shall replace any broken plate glass in the leased premises. Tenant shall assume all responsibility for additional equipment required.

(B) Tenant shall at its expense maintain the office area of the leased premises in as good condition at the commencement of this lease, reasonable wear and tear and damage by accidental fire or other casualty excepted.

9. Furnishings and Fixtures. The leased premises shall contain basic fixtures as reflected on plans and specifications in the possession of the Landlord, and which are available for inspection by Tenant at all regular business hours. Any additional furnishings and fixtures required by Tenant shall, with prior approval of Landlord, which shall not be unreasonably withheld, be installed by Tenant at Tenant's expense. Landlord shall have the right to require, with written notice within thirty (30) days from expiration of lease, that Tenant remove such additional furnishings and fixtures at Tenant's expense upon termination of this lease and that Tenant repair any damage or injury to the leased premises occasioned by installation or removal of furnishings or fixtures. Neither the Landlord nor its authorized agent shall be liable for any damage or personal injury to Tenant, or to any other persons, or with respect to any personal property, caused by: fire, explosion, water, busted or leaking pipes, malfunctioning sprinklers, steam, plumbing, gas, oil, electricity, electrical wiring, rain, ice, snow or any leak or flow from or into any part of the leased premises or any improvements thereon, or due to any other cause whatsoever, unless such damage or injury is caused by a negligent act or omission of the Landlord or agent for which the Landlord or agent may be held responsible under the laws of the Commonwealth of Virginia.

10. Alterations. Any alteration, addition, or improvement to the leased premises by Tenant shall be made only with the written consent of Landlord and shall, at Landlord's option, become the sole property of Landlord upon termination of this lease; provided, hover, that Landlord shall have the right to require with written notice within thirty (30) days from expiration of lease, that the Tenant remove such alteration, addition or improvement at Tenant's cost upon termination of this lease.

11. Signs. Tenant shall not display or erect any lettering, sign, advertisement, sales apparatus or other projection on the exterior of the leased premises (excluding interior window and door glass) without prior written consent of Landlord.

12. Taxes. During the term of this lease, the Tenant shall be responsible for, and shall pay directly to the City of Charlottesville, any real estate taxes and assessments imposed on its share of the leasehold interest. Tenant shall pay its share of personal property and business license taxes imposed by the Commonwealth of Virginia and the City of Charlottesville.

13. Utilities. Tenant shall be responsible for telephone, cable, and other communications service charges provided to or utilized by Tenant at the Premises. Landlord shall pay the charges for other utilities provided to the leased premises.

14. Liability Insurance. Tenant shall keep the leased premises insured, at its sole cost, against claims for personal injury or property damage under a policy of federal public liability insurance with limits of at least $1,000,000.00 for bodily injury and $250,00.00 for property damage. Such policies shall be endorsed to name the Landlord (including its officers, employees and agents) as an additional insured party. Tenant shall from time to time furnish Landlord certificates of insurance certifying that such insurance is in full force and effect. Waiver of Subrogation: Tenant will obtain endorsements to all insurance policies required by this paragraph,

waiving any subrogation right against Landlord, its officers, employees, and agents, in connection with any covered loss.

15. Assignments. Tenant shall not assign its rights or obligations under this lease, or sublease the leased premises, without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

16. Landlord's Right of Entry. Landlord and its agents may enter the leased premises at any reasonable time for the purpose of inspecting the leased premises, performing any work which Landlord elects to undertake and made necessary by reason of Tenant's default under the terms hereof, exhibiting the leased premises for sale or lease, or for any other reasonable purposes.

17. Indemnification. Tenant shall indemnify Landlord against all liabilities, expenses (including attorney's fees) and losses incurred by Landlord as a result of (A) failure by Tenant to perform any covenant required to be performed by Tenant hereunder; (B) any accident, injury or damage which shall happen in or about the leased premises or resulting from the condition, maintenance, or operation of the leased premises or of the adjoining sidewalks caused by Tenant; (C) failure to comply with any requirements of any governmental authority; (D) any mechanics' lien or security agreement or other lien filed against the leased premises or fixtures and equipment therein belonging to Landlord; and (E) any negligent act or omission of Tenant, its officers, employees, and agents.

18. Condemnation.

(A) If the whole of the leased premises shall be taken, or if substantially all of the leased premises shall be taken so as to render unsuitable for Tenant's business purpose, for any public or any quasi public use under any statute or by right of eminent domain, or by private purchase in lieu thereof, this lease shall automatically terminate as of the date title is taken. If less that substantially all of the leased premises shall be so taken, then Landlord shall at its sole option have the right to terminate this lease on 30 days notice to Tenant, given within 90 days after the date of such taking. In the event that this lease shall terminate or be terminated, rent shall be equally adjusted.

(B) If any part of the leased premises shall be so taken and this lease shall not terminate or be terminated under the provision if subparagraph (A) above, rent shall be equitably apportioned according to the space so taken, and Landlord shall at its own cost restore the remaining portion of the leased premises to the extent necessary to render them reasonably suitable for Tenant's business purpose, and shall make all repairs to the leased premises necessary to make them a complete architectural unit of substantially the same usefulness, design and construction as before the taking, provided the cost of work shall not exceed the proceeds of the condemnation award.

(C) All compensation awarded or paid upon such a total or partial taking of the leased premises shall belong to Landlord without any participation by Tenant. Nothing contained herein, however, shall be constructed to preclude Tenant from prosecuting any claim directly against the damage to or cost of removal of for the value of stock trade fixtures, furniture, and other personal property belonging to Tenant; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award.

19. Damage by Fire or other Casualty.

(A) If the leased premise shall be rendered untenantable by fire or other casualty, Landlord may at its sole option terminate this lease as of the date of such fire or other casualty, upon 30 days written notice to Tenant. In the event that this lease shall be terminated, rent shall be equitably adjusted.

(B) If this lease shall not be terminated under the provisions of subparagraph (A) above, rent

shall be equitably apportioned according to the space rendered untenantable, and Landlord shall at its own cost restore the leased premises to substantially its same condition immediately preceding such loss, provided that the cost of such work shall not exceed the insurance proceeds received by Landlord on account of such loss;

(C) If Landlord elects to restore the leased premises and shall fail to substantially complete the same within 90 days after such fire or other casualty, due allowance being made for delay due to practical impossibility either Landlord or Tenant, by written notice to the other given within 15 days following the last day of said 90 day period, may terminate this lease as of the date of such fire or other casualty.

20. Default; Surrender.

(A)Each of the following shall constitute an event of Default: (i) if the leased premises shall be vacated by Tenant prior to the end of the lease period, or if Tenant is absent from the leased premises for more than 10 consecutive days; (ii) if Tenant files a voluntary petition in bankruptcy, or is adjudged bankrupt or insolvent by any federal or state court, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal or state law or regulation relating to bankruptcy, insolvency or other relief for debtors, or consents to or acquiesces in the appointment of any trustee, receiver or liquidator, or makes any general assignment for the benefit of creditors; (iii) if any monthly installment or rent as herein called for remains overdue and unpaid for 30 days; and (iv) if there shall be a default by Tenant in the performance for any other material provision of this lease agreement for more than 10 days following written notice thereof from Landlord. In the event of an event of Default, Landlord may, at its option, declare this lease to be terminated and canceled, and may take possession of the leased premises. In such case, Landlord may at its option, re-rent the leased premises or any part thereof as agent for Tenant, and Tenant shall pay Landlord the difference between the rent herein provided for during the portion of the lease term remaining at the time of re-possession and the amount, in any, received under such relating for such portion of the lease term.

(B)Upon the expiration or earlier termination of this Lease Agreement, or any renewals or extensions thereof, Tenant shall quit and surrender the leased premises to Landlord in good order and condition, ordinary wear and tear excepted. Tenant shall on the day of expiration or earlier termination, or prior to such day, remove all its property and within two weeks of such day Tenant shall repair all damage to the leased premises caused by such removal and make reasonable restoration of the leased premises to the condition in which they existed prior to the installation of the property so removed. Any property of the Tenant that remains on the Premises after the expiration or termination of this lease may be treated by the Landlord as abandoned property. Any property which is left on the leased premises that is worth (collectively) less than two thousand dollars shall be deemed abandoned and may be immediately removed by the Landlord as trash.

21. Rules, Regulations, Stipulations. Landlord and Tenant covenant that the following rules, regulations and stipulations shall be faithfully observed and performed by Tenant, its invitees, agents and employees:

(A) Tenant shall not do or permit anything to be done in the leased premises, or bring or keep anything therein, which will or may increase the rate of fire insurance of the leased premises or on property kept therein; or which will obstruct or interfere with the rights of the other tenant; or which will conflict with the laws relating to fires, or with any insurance policy on City owned buildings or any part thereof, or conflict with any of the rules and ordinances of the governing fire and health authorities.

(B) No animals shall be kept in or about the leased premises

(C) Tenant agrees to keep all windows and exterior doors closed in the leased premises in order to assure proper functioning of heating and air conditioning systems and to prevent damage to the leased premises, and upon failure to do so, agrees to pay for any damage caused thereby.

(D) Landlord reserves the right to make such further reasonable rules and regulations as in its judgment may from time to time be necessary or appropriate for the safety, care and cleanliness of the leased premises and common areas.

22. Quiet Enjoyment. Tenant upon payment of the rent herein provided for and upon performance of the terms of this lease, shall during the lease term have quiet enjoyment of the leased premises, subject to the provisions of the prime lease by which landlord holds an interest in the lease premises (a copy of which may be examined at the principal office of Landlord during regular business hours).

5.

23. Notices. Notices under this lease shall be in writing, signed by the party serving under such notice, and shall be sent by registered or certified United Sates Mail, return receipt requested, and shall be addressed to the parties at the addresses appearing below or to such other addresses as each party may have furnished writing to each other as place for service of notice. Any notice mailed shall be deemed to have been given as of the time-said notice is deposited in the United States Mail. The parties' designated representatives for purposes of receiving notices and communications pertaining to this Lease are as follows:

Landlord: City of Charlottesville-Transit Division
P.O. Box 911
Charlottesville, Virginia 22902

Tenant: Charlottesville Albemarle Convention and Visitor Bureau

24: Governing Law. This lease shall be construed under and governed by the laws of the Commonwealth of Virginia.

WITNESS the following signatures and seals as of the date first above written.

Landlord:

CITY OF CHARLOTTESVILLE, VIRGINIA, by
Its Authorized Agent, Charlottesville Transit Division

BY:_____

ITS:_____

Tenant: Charlottesville Albemarle Convention and Visitor Bureau

BY:_____

ITS:_____

LEASE AGREEMENT FOR COMMERCIAL SPACE

CACVB Downtown Visitor Center Lobby

THIS AGREEMENT is made this _____day of _____, 2015, by and between THE CITY OF CHARLOTTESVILLE, VIRGINIA, and the Charlottesville Albemarle Convention and Visitor Bureau (herein "Tenant").

For in consideration of the mutual covenants and agreements hereinafter made, the parties hereto agree as follows:

1. Lease of Property. Landlord hereby demises to Tenant, and Tenant hereby leases from Landlord certain premises within the located at 615 East Water Street, East Main Street, Charlottesville, Virginia, and known as the Downtown Transit Station, such premises consisting of 812 square feet of net usable floor space and comprising the area outlined in yellow on the floor plan attached hereto as *Exhibit B* (hereafter referred to as "Leased Premises") together with the nonexclusive right to use of all sidewalks, elevators, entrances, hallways, stairs and the other areas designed for common use.

2. Term. This lease shall commence on July 1, 2015, ("Commencement Date"), and shall continue in effect thereafter, unless terminated by the Landlord as provided within this agreement, through June 30, 2016.

3. Rent. Tenant shall pay to the landlord as rent the sum of $4,872 annually ($6.00 per square foot of designated usable space annually) payable in monthly installments of $406 on the first day of each month during the term of this lease, with the first and last months' rent to be prorated accordingly.

4. Security Deposit. The Tenant shall not be responsible to pay a Security Deposit.

5. Renewal Option. This lease is not renewable.

6. Use of Premises. Tenant represents and warrants that it will utilize the Premises for the following business purposes as a Visitor Information Center, including any activities as are reasonably and necessarily incidental thereto including the dissemination of visitor information and use of designated wall space for promotion and advertising. The Premises shall not be utilized for any other purpose(s) without the advance written permission of the Landlord.

7. Care of Premises.

(A) Landlord shall at its expense provide cleaning and janitorial services for the entry, stairways, corridors and other common areas, and shall be responsible for removal of ice and snow from sidewalks and driveways. Landlord shall provide the normal and usual care of visitor center public space, maintaining the leased premises in a clean and orderly condition.

(B) Tenant shall be responsible for any unusual care, maintenance and repair of the leased premises attributable to actions of Tenant, its invitees, agents or employees. Tenant shall at all times comply with applicable laws, ordinances, regulations, building and fire codes relating to the use and condition of the leased Premises, and Tenant shall also comply with rules established from time to time by Landlord. Tenant shall maintain the leased premises free of vermin.

8. Maintenance and Repairs.

(A) Landlord shall at its expense maintain and keep in good repair the common areas of the

roof, common exterior walls, common plumbing and permanent electrical wiring of the leased premises and shall in addition, be responsible for all maintenance and replacements of heating, cooling and air handling equipment in the leased premises; provided however, that the cost of any such maintenance, repairs or replacements required as a result of the negligence or willful act of Tenant, its invitees, agents, or employees, shall be borne by Tenant. Landlord shall at its expense maintain and repair the plumbing fixtures in the leased premises, and shall replace any broken plate glass in the leased premises. Tenant shall assume all responsibility for additional equipment required.

(B) Tenant shall at its expense maintain the office area of the leased premises in as good condition at the commencement of this lease, reasonable wear and tear and damage by accidental fire or other casualty excepted.

9. Furnishings and Fixtures. The leased premises shall contain basic fixtures as reflected on plans and specifications in the possession of the Landlord, and which are available for inspection by Tenant at all regular business hours. Any additional furnishings and fixtures required by Tenant shall, with prior approval of Landlord, which shall not be unreasonably withheld, be installed by Tenant at Tenant's expense. Landlord shall have the right to require, with written notice within thirty (30) days from expiration of lease, that Tenant remove such additional furnishings and fixtures at Tenant's expense upon termination of this lease and that Tenant repair any damage or injury to the leased premises occasioned by installation or removal of furnishings or fixtures. Neither the Landlord nor its authorized agent shall be liable for any damage or personal injury to Tenant, or to any other persons, or with respect to any personal property, caused by: fire, explosion, water, busted or leaking pipes, malfunctioning sprinklers, steam, plumbing, gas, oil, electricity, electrical wiring, rain, ice, snow or any leak or flow from or into any part of the leased premises or any improvements thereon, or due to any other cause whatsoever, unless such damage or injury is caused by a negligent act or omission of the Landlord or agent for which the Landlord or agent may be held responsible under the laws of the Commonwealth of Virginia.

10. Alterations. Any alteration, addition, or improvement to the leased premises by Tenant shall be made only with the written consent of Landlord and shall, at Landlord's option, become the sole property of Landlord upon termination of this lease; provided, hover, that Landlord shall have the right to require with written notice within thirty (30) days from expiration of lease, that the Tenant remove such alteration, addition or improvement at Tenant's cost upon termination of this lease.

11. Signs. Tenant shall not display or erect any lettering, sign, advertisement, sales apparatus or other projection on the exterior of the leased premises (excluding interior window and door glass) without prior written consent of Landlord.

12. Taxes. During the term of this lease, the Tenant shall be responsible for, and shall pay directly to the City of Charlottesville, any real estate taxes and assessments imposed on its share of the leasehold interest. Tenant shall pay its share of personal property and business license taxes imposed by the Commonwealth of Virginia and the City of Charlottesville.

13. Utilities. Tenant shall be responsible for telephone, cable, and other communications service charges provided to or utilized by Tenant at the Premises. Landlord shall pay the charges for other utilities provided to the leased premises.

14. Liability Insurance. Tenant shall keep the leased premises insured, at its sole cost, against claims for personal injury or property damage under a policy of federal public liability insurance with limits of at least $1,000,000.00 for bodily injury and $250,00.00 for property damage. Such policies shall be endorsed to name the Landlord (including its officers, employees and agents) as an additional insured party. Tenant shall from time to time furnish Landlord certificates of insurance certifying that such insurance is in full force and effect.

Waiver of Subrogation: Tenant will obtain endorsements to all insurance policies required by this paragraph, waiving any subrogation right against Landlord, its officers, employees, and agents, in connection with any covered loss.

15. Assignments. Tenant shall not assign its rights or obligations under this lease, or sublease the leased premises, without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

16. Landlord's Right of Entry. Landlord and its agents may enter the leased premises at any reasonable time for the purpose of inspecting the leased premises, performing any work which Landlord elects to undertake and made necessary by reason of Tenant's default under the terms hereof, exhibiting the leased premises for sale or lease, or for any other reasonable purposes.

17. Indemnification. Tenant shall indemnify Landlord against all liabilities, expenses (including attorney's fees) and losses incurred by Landlord as a result of (A) failure by Tenant to perform any covenant required to be performed by Tenant hereunder; (B) any accident, injury or damage which shall happen in or about the leased premises or resulting from the condition, maintenance, or operation of the leased premises or of the adjoining sidewalks caused by Tenant; (C) failure to comply with any requirements of any governmental authority; (D) any mechanics' lien or security agreement or other lien filed against the leased premises or fixtures and equipment therein belonging to Landlord; and (E) any negligent act or omission of Tenant, its officers, employees, and agents.

18. Condemnation.

(A) If the whole of the leased premises shall be taken, or if substantially all of the leased premises shall be taken so as to render unsuitable for Tenant's business purpose, for any public or any quasi public use under any statute or by right of eminent domain, or by private purchase in lieu thereof, this lease shall automatically terminate as of the date title is taken. If less that substantially all of the leased premises shall be so taken, then Landlord shall at its sole option have the right to terminate this lease on 30 days notice to Tenant, given within 90 days after the date of such taking. In the event that this lease shall terminate or be terminated, rent shall be equally adjusted.

(B) If any part of the leased premises shall be so taken and this lease shall not terminate or be terminated under the provision if subparagraph (A) above, rent shall be equitably apportioned according to the space so taken, and Landlord shall at its own cost restore the remaining portion of the leased premises to the extent necessary to render them reasonably suitable for Tenant's business purpose, and shall make all repairs to the leased premises necessary to make them a complete architectural unit of substantially the same usefulness, design and construction as before the taking, provided the cost of work shall not exceed the proceeds of the condemnation award.

(C) All compensation awarded or paid upon such a total or partial taking of the leased premises shall belong to Landlord without any participation by Tenant. Nothing contained herein, however, shall be constructed to preclude Tenant from prosecuting any claim directly against the damage to or cost of removal of for the value of stock trade fixtures, furniture, and other personal property belonging to Tenant; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award.

19. Damage by Fire or other Casualty.

(A) If the leased premise shall be rendered untenantable by fire or other casualty, Landlord may at its sole option terminate this lease as of the date of such fire or other casualty, upon 30 days written notice to Tenant. In the event that this lease shall be terminated, rent shall be equitably adjusted.

(B) If this lease shall not be terminated under the provisions of subparagraph (A) above, rent

shall be equitably apportioned according to the space rendered untenantable, and Landlord shall at its own cost restore the leased premises to substantially its same condition immediately preceding such loss, provided that the cost of such work shall not exceed the insurance proceeds received by Landlord on account of such loss;

(C) If Landlord elects to restore the leased premises and shall fail to substantially complete the same within 90 days after such fire or other casualty, due allowance being made for delay due to practical impossibility either Landlord or Tenant, by written notice to the other given within 15 days following the last day of said 90 day period, may terminate this lease as of the date of such fire or other casualty.

20. Default; Surrender.

(A)Each of the following shall constitute an event of Default: (i) if the leased premises shall be vacated by Tenant prior to the end of the lease period, or if Tenant is absent from the leased premises for more than 10 consecutive days; (ii) if Tenant files a voluntary petition in bankruptcy, or is adjudged bankrupt or insolvent by any federal or state court, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal or state law or regulation relating to bankruptcy, insolvency or other relief for debtors, or consents to or acquiesces in the appointment of any trustee, receiver or liquidator, or makes any general assignment for the benefit of creditors; (iii) if any monthly installment or rent as herein called for remains overdue and unpaid for 30 days; and (iv) if there shall be a default by Tenant in the performance for any other material provision of this lease agreement for more than 10 days following written notice thereof from Landlord. In the event of an event of Default, Landlord may, at its option, declare this lease to be terminated and canceled, and may take possession of the leased premises. In such case, Landlord may at its option, re-rent the leased premises or any part thereof as agent for Tenant, and Tenant shall pay Landlord the difference between the rent herein provided for during the portion of the lease term remaining at the time of re-possession and the amount, in any, received under such relating for such portion of the lease term.

(B)Upon the expiration or earlier termination of this Lease Agreement, or any renewals or extensions thereof, Tenant shall quit and surrender the leased premises to Landlord in good order and condition, ordinary wear and tear excepted. Tenant shall on the day of expiration or earlier termination, or prior to such day, remove all its property and within two weeks of such day Tenant shall repair all damage to the leased premises caused by such removal and make reasonable restoration of the leased premises to the condition in which they existed prior to the installation of the property so removed. Any property of the Tenant that remains on the Premises after the expiration or termination of this lease may be treated by the Landlord as abandoned property. Any property which is left on the leased premises that is worth (collectively) less than two thousand dollars shall be deemed abandoned and may be immediately removed by the Landlord as trash.

21. Rules, Regulations, Stipulations. Landlord and Tenant covenant that the following rules, regulations and stipulations shall be faithfully observed and performed by Tenant, its invitees, agents and employees:

(A) Tenant shall not do or permit anything to be done in the leased premises, or bring or keep anything therein, which will or may increase the rate of fire insurance of the leased premises or on property kept therein; or which will obstruct or interfere with the rights of the other tenant; or which will conflict with the laws relating to fires, or with any insurance policy on City owned buildings or any part thereof, or conflict with any of the rules and ordinances of the governing fire and health authorities.

(B) No animals shall be kept in or about the leased premises

(C) Tenant agrees to keep all exterior doors closed in the leased premises in order to assure proper functioning of heating and air conditioning systems and to prevent damage to the leased premises, and upon failure to do so, agrees to pay for any damage caused thereby.

(D) Landlord reserves the right to make such further reasonable rules and regulations as in its judgment may from time to time be necessary or appropriate for the safety, care and cleanliness of the leased premises and common areas.

22. Quiet Enjoyment. Tenant upon payment of the rent herein provided for and upon performance of the terms of this lease, shall during the lease term have quiet enjoyment of the leased premises, subject to the provisions of the prime lease by which landlord holds an interest in the lease premises (a copy of which may be examined at the principal office of Landlord during regular business hours).

23. Notices. Notices under this lease shall be in writing, signed by the party serving under such notice, and shall be sent by registered or certified United Sates Mail, return receipt requested, and shall be addressed to the parties at the addresses appearing below or to such other addresses as each party may have furnished writing to each other as place for service of notice. Any notice mailed shall be deemed to have been given as of the time-said notice is deposited in the United States Mail. The parties' designated representatives for purposes of receiving notices and communications pertaining to this Lease are as follows:

Landlord: City of Charlottesville-Transit Division
P.O. Box 911
Charlottesville, Virginia 22902

Tenant: Charlottesville Albemarle Convention and Visitor Bureau

25: Governing Law. This lease shall be construed under and governed by the laws of the Commonwealth of Virginia.

WITNESS the following signatures and seals as of the date first above written.

Landlord:

CITY OF CHARLOTTESVILLE, VIRGINIA, by
Its Authorized Agent, Charlottesville Transit Division

BY:_____

ITS:_____

Tenant: Charlottesville Albemarle Convention and Visitor Bureau

BY:_____

ITS:_____

LEASE AGREEMENT FOR COMMERCIAL SPACE

CACVB Storage Area (Space 211)

THIS AGREEMENT is made this _____day of _____, 2015, by and between THE CITY OF CHARLOTTESVILLE, VIRGINIA, and the Charlottesville Albemarle Convention and Visitor Bureau (herein "Tenant").

For in consideration of the mutual covenants and agreements hereinafter made, the parties hereto agree as follows:

1. Lease of Property. Landlord hereby demises to Tenant, and Tenant hereby leases from Landlord certain premises within the building located at 615 East Water Street, East Main Street, Charlottesville, Virginia, and known as the Downtown Transit Station, such premises consisting of 173 square feet of net usable floor space and comprising the area outlined in yellow on the floor plan attached hereto as *Exhibit C* (hereafter referred to as "Leased Premises") and formerly known as the Café space (Space 211) together with the nonexclusive right to use of all sidewalks, elevators, entrances, hallways, stairs and the other areas designed for common use.

2. Term. This lease shall commence on July 1, 2015, ("Commencement Date"), and shall continue in effect thereafter, unless terminated by the Landlord as provided within this agreement, through June 30, 2016.

3. Rent. Tenant shall pay to the landlord as rent the sum of $3,114 annually ($18.00 per square foot of net usable space annually) payable in monthly installments of $259.50 on the first day of each month during the term of this lease, with the first and last months' rent to be prorated accordingly. First month's rent is payable upon occupancy. Rent is not subject to increase during the first term of the lease.

4. Security Deposit. The Tenant shall not be responsible to pay a Security Deposit.

5. Renewal Option. This lease is not renewable

6. Use of Premises. Tenant represents and warrants that it will utilize the Premises for the following business purposes as CACVB Administrative and Executive offices, including any activities as are reasonably and necessarily incidental thereto. The Premises shall not be utilized for any other purpose(s) without the advance written permission of the Landlord.

7. Care of Premises.

(A) Landlord shall at its expense provide cleaning and janitorial services for the entry, stairways, corridors and other common areas, and shall be responsible for removal of ice and snow from sidewalks and driveways. Landlord shall provide the normal and usual care of office premises, maintaining the leased premises in a clean and orderly condition.

(B) Tenant shall be responsible for any unusual care, maintenance and repair of the leased premises attributable to actions of Tenant, its invitees, agents or employees. Tenant shall at all times comply with applicable laws, ordinances, regulations, building and fire codes relating to the use and condition of the leased Premises, and Tenant shall also comply with rules established from time to time by Landlord. Tenant shall maintain the leased premises free of vermin.

8. Maintenance and Repairs.

(A) Landlord shall at its expense maintain and keep in good repair the common areas of the

roof, common exterior walls, common plumbing and permanent electrical wiring of the leased premises and shall in addition, be responsible for all maintenance and replacements of heating, cooling and air handling equipment in the leased premises; provided however, that the cost of any such maintenance, repairs or replacements required as a result of the negligence or willful act of Tenant, its invitees, agents, or employees, shall be borne by Tenant. Landlord shall at its expense maintain and repair the plumbing fixtures in the leased premises, and shall replace any broken plate glass in the leased premises. Tenant shall assume all responsibility for additional equipment required.

(B) Tenant shall at its expense maintain the office area of the leased premises in as good condition at the commencement of this lease, reasonable wear and tear and damage by accidental fire or other casualty excepted.

9. Furnishings and Fixtures. The leased premises shall contain basic fixtures as reflected on plans and specifications in the possession of the Landlord, and which are available for inspection by Tenant at all regular business hours. Any additional furnishings and fixtures required by Tenant shall, with prior approval of Landlord, which shall not be unreasonably withheld, be installed by Tenant at Tenant's expense. Landlord shall have the right to require, with written notice within thirty (30) days from expiration of lease, that Tenant remove such additional furnishings and fixtures at Tenant's expense upon termination of this lease and that Tenant repair any damage or injury to the leased premises occasioned by installation or removal of furnishings or fixtures. Neither the Landlord nor its authorized agent shall be liable for any damage or personal injury to Tenant, or to any other persons, or with respect to any personal property, caused by: fire, explosion, water, busted or leaking pipes, malfunctioning sprinklers, steam, plumbing, gas, oil, electricity, electrical wiring, rain, ice, snow or any leak or flow from or into any part of the leased premises or any improvements thereon, or due to any other cause whatsoever, unless such damage or injury is caused by a negligent act or omission of the Landlord or agent for which the Landlord or agent may be held responsible under the laws of the Commonwealth of Virginia.

10. Alterations. Any alteration, addition, or improvement to the leased premises by Tenant shall be made only with the written consent of Landlord and shall, at Landlord's option, become the sole property of Landlord upon termination of this lease; provided, hover, that Landlord shall have the right to require with written notice within thirty (30) days from expiration of lease, that the Tenant remove such alteration, addition or improvement at Tenant's cost upon termination of this lease.

11. Signs. Tenant shall not display or erect any lettering, sign, advertisement, sales apparatus or other projection on the exterior of the leased premises (excluding interior window and door glass) without prior written consent of Landlord.

12. Taxes. During the term of this lease, the Tenant shall be responsible for, and shall pay directly to the City of Charlottesville, any real estate taxes and assessments imposed on its share of the leasehold interest. Tenant shall pay its share of personal property and business license taxes imposed by the Commonwealth of Virginia and the City of Charlottesville.

13. Utilities. Tenant shall be responsible for telephone, cable, and other communications service charges provided to or utilized by Tenant at the Premises. Landlord shall pay the charges for other utilities provided to the leased premises.

14. Liability Insurance. Tenant shall keep the leased premises insured, at its sole cost, against claims for personal injury or property damage under a policy of federal public liability insurance with limits of at least $1,000,000.00 for bodily injury and $250,000.00 for property damage. Such policies shall be endorsed to name the Landlord (including its officers, employees and agents) as an additional insured party. Tenant shall from time to time furnish Landlord certificates of insurance certifying that such insurance is in full force and effect.

Waiver of Subrogation: Tenant will obtain endorsements to all insurance policies required by this paragraph, waiving any subrogation right against Landlord, its officers, employees, and agents, in connection with any covered loss.

15. Assignments. Tenant shall not assign its rights or obligations under this lease, or sublease the leased premises, without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

16. Landlord's Right of Entry. Landlord and its agents may enter the leased premises at any reasonable time for the purpose of inspecting the leased premises, performing any work which Landlord elects to undertake and made necessary by reason of Tenant's default under the terms hereof, exhibiting the leased premises for sale or lease, or for any other reasonable purposes.

17. Indemnification. Tenant shall indemnify Landlord against all liabilities, expenses (including attorney's fees) and losses incurred by Landlord as a result of (A) failure by Tenant to perform any covenant required to be performed by Tenant hereunder; (B) any accident, injury or damage which shall happen in or about the leased premises or resulting from the condition, maintenance, or operation of the leased premises or of the adjoining sidewalks caused by Tenant; (C) failure to comply with any requirements of any governmental authority; (D) any mechanics' lien or security agreement or other lien filed against the leased premises or fixtures and equipment therein belonging to Landlord; and (E) any negligent act or omission of Tenant, its officers, employees, and agents.

18. Condemnation.

(A) If the whole of the leased premises shall be taken, or if substantially all of the leased premises shall be taken so as to render unsuitable for Tenant's business purpose, for any public or any quasi-public use under any statute or by right of eminent domain, or by private purchase in lieu thereof, this lease shall automatically terminate as of the date title is taken. If less that substantially all of the leased premises shall be so taken, then Landlord shall at its sole option have the right to terminate this lease on 30 days notice to Tenant, given within 90 days after the date of such taking. In the event that this lease shall terminate or be terminated, rent shall be equally adjusted.

(B) If any part of the leased premises shall be so taken and this lease shall not terminate or be terminated under the provision if subparagraph (A) above, rent shall be equitably apportioned according to the space so taken, and Landlord shall at its own cost restore the remaining portion of the leased premises to the extent necessary to render them reasonably suitable for Tenant's business purpose, and shall make all repairs to the leased premises necessary to make them a complete architectural unit of substantially the same usefulness, design and construction as before the taking, provided the cost of work shall not exceed the proceeds of the condemnation award.

(C) All compensation awarded or paid upon such a total or partial taking of the leased premises shall belong to Landlord without any participation by Tenant. Nothing contained herein, however, shall be constructed to preclude Tenant from prosecuting any claim directly against the damage to or cost of removal of for the value of stock trade fixtures, furniture, and other personal property belonging to Tenant; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award.

19. Damage by Fire or other Casualty.

(A) If the leased premise shall be rendered untenantable by fire or other casualty, Landlord may at its sole option terminate this lease as of the date of such fire or other casualty, upon 30 days written notice to Tenant. In the event that this lease shall be terminated, rent shall be equitably adjusted.

(B) If this lease shall not be terminated under the provisions of subparagraph (A) above, rent

shall be equitably apportioned according to the space rendered untenantable, and Landlord shall at its own cost restore the leased premises to substantially its same condition immediately preceding such loss, provided that the cost of such work shall not exceed the insurance proceeds received by Landlord on account of such loss;

(C) If Landlord elects to restore the leased premises and shall fail to substantially complete the same within 90 days after such fire or other casualty, due allowance being made for delay due to practical impossibility either Landlord or Tenant, by written notice to the other given within 15 days following the last day of said 90 day period, may terminate this lease as of the date of such fire or other casualty.

20. Default; Surrender.

(A) Each of the following shall constitute an event of Default: (i) if the leased premises shall be vacated by Tenant prior to the end of the lease period, or if Tenant is absent from the leased premises for more than 10 consecutive days; (ii) if Tenant files a voluntary petition in bankruptcy, or is adjudged bankrupt or insolvent by any federal or state court, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal or state law or regulation relating to bankruptcy, insolvency or other relief for debtors, or consents to or acquiesces in the appointment of any trustee, receiver or liquidator, or makes any general assignment for the benefit of creditors; (iii) if any monthly installment or rent as herein called for remains overdue and unpaid for 30 days; and (iv) if there shall be a default by Tenant in the performance for any other material provision of this lease agreement for more than 10 days following written notice thereof from Landlord. In the event of an event of Default, Landlord may, at its option, declare this lease to be terminated and canceled, and may take possession of the leased premises. In such case, Landlord may at its option, re-rent the leased premises or any part thereof as agent for Tenant, and Tenant shall pay Landlord the difference between the rent herein provided for during the portion of the lease term remaining at the time of re-possession and the amount, in any, received under such relating for such portion of the lease term.

(B)Upon the expiration or earlier termination of this Lease Agreement, or any renewals or extensions thereof, Tenant shall quit and surrender the leased premises to Landlord in good order and condition, ordinary wear and tear excepted. Tenant shall on the day of expiration or earlier termination, or prior to such day, remove all its property and within two weeks of such day Tenant shall repair all damage to the leased premises caused by such removal and make reasonable restoration of the leased premises to the condition in which they existed prior to the installation of the property so removed. Any property of the Tenant that remains on the Premises after the expiration or termination of this lease may be treated by the Landlord as abandoned property. Any property which is left on the leased premises that is worth (collectively) less than two thousand dollars shall be deemed abandoned and may be immediately removed by the Landlord as trash.

21. Rules, Regulations, Stipulations. Landlord and Tenant covenant that the following rules, regulations and stipulations shall be faithfully observed and performed by Tenant, its invitees, agents and employees:

(A) Tenant shall not do or permit anything to be done in the leased premises, or bring or keep anything therein, which will or may increase the rate of fire insurance of the leased premises or on property kept therein; or which will obstruct or interfere with the rights of the other tenant; or which will conflict with the laws relating to fires, or with any insurance policy on City owned buildings or any part thereof, or conflict with any of the rules and ordinances of the governing fire and health authorities.

(B) No animals shall be kept in or about the leased premises

(C) Tenant agrees to prevent damage to the leased premises, and upon failure to do so, agrees to pay for any damage caused thereby.

(D) Landlord reserves the right to make such further reasonable rules and regulations as in its judgment may from time to time be necessary or appropriate for the safety, care and cleanliness of the leased premises and common areas.

22. Quiet Enjoyment. Tenant upon payment of the rent herein provided for and upon performance of the terms of this lease, shall during the lease term have quiet enjoyment of the leased premises, subject to the provisions of the prime lease by which landlord holds an interest in the lease premises (a copy of which may be examined at the principal office of Landlord during regular business hours).

5.

23. Notices. Notices under this lease shall be in writing, signed by the party serving under such notice, and shall be sent by registered or certified United Sates Mail, return receipt requested, and shall be addressed to the parties at the addresses appearing below or to such other addresses as each party may have furnished writing to each other as place for service of notice. Any notice mailed shall be deemed to have been given as of the time-said notice is deposited in the United States Mail. The parties' designated representatives for purposes of receiving notices and communications pertaining to this Lease are as follows:

Landlord: City of Charlottesville-Transit Division
P.O. Box 911
Charlottesville, Virginia 22902

Tenant: Charlottesville Albemarle Convention and Visitor Bureau

24: Governing Law. This lease shall be construed under and governed by the laws of the Commonwealth of Virginia.

WITNESS the following signatures and seals as of the date first above written.

Landlord:

CITY OF CHARLOTTESVILLE, VIRGINIA, by
Its Authorized Agent, Charlottesville Transit Division

BY:_____

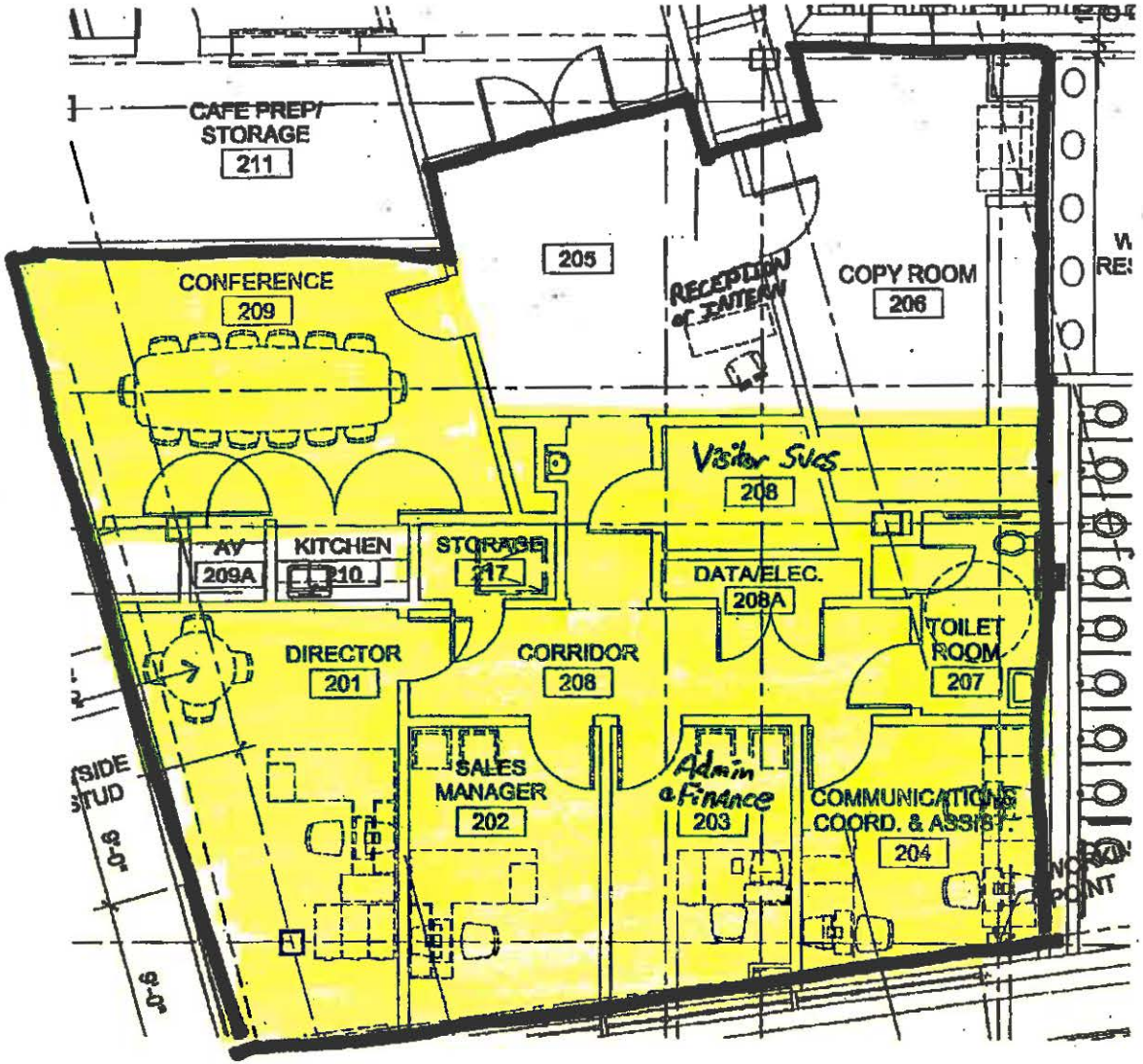
ITS:_____

Tenant: Charlottesville Albemarle Convention and Visitor Bureau

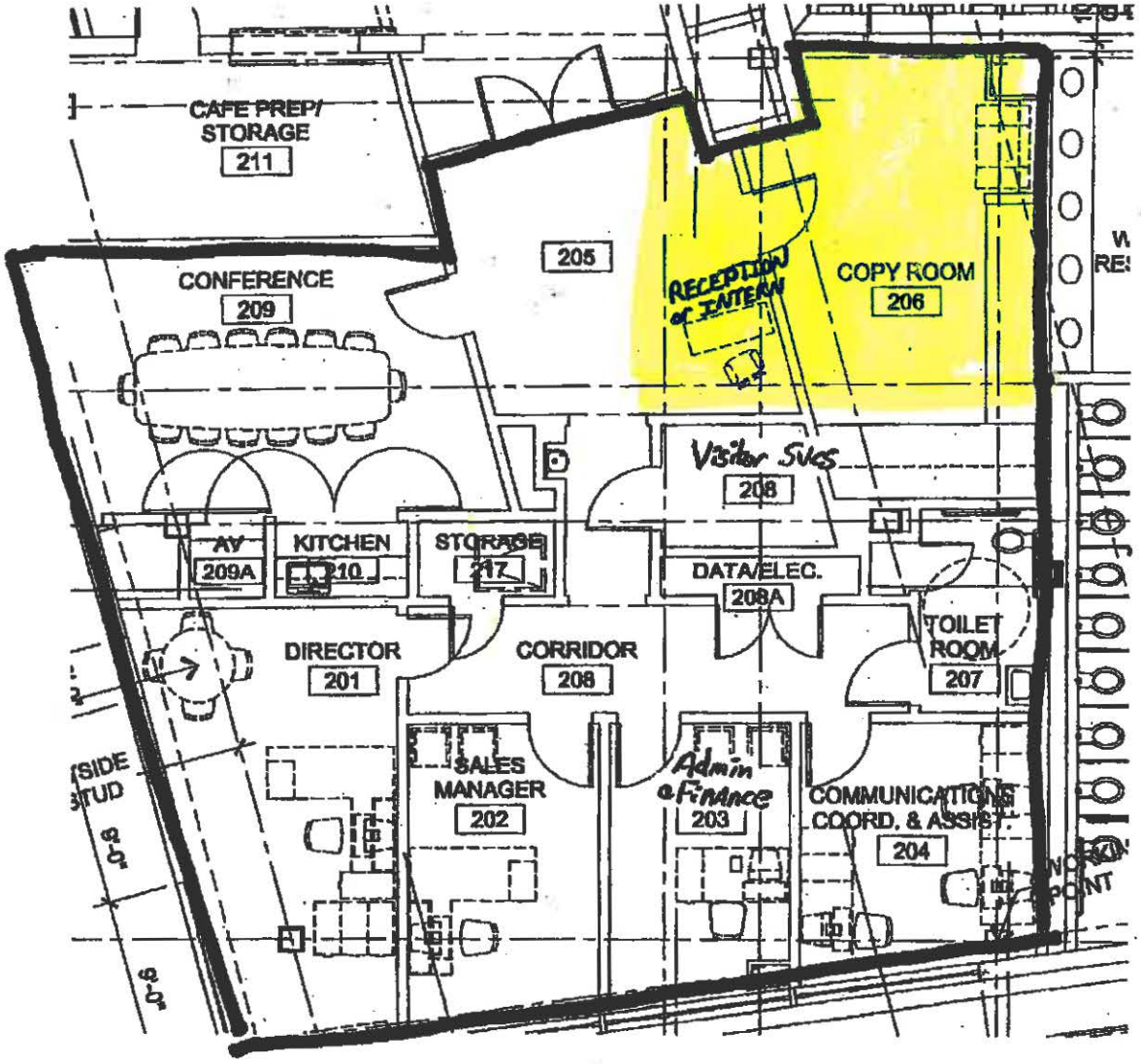
BY:_____

ITS:_____

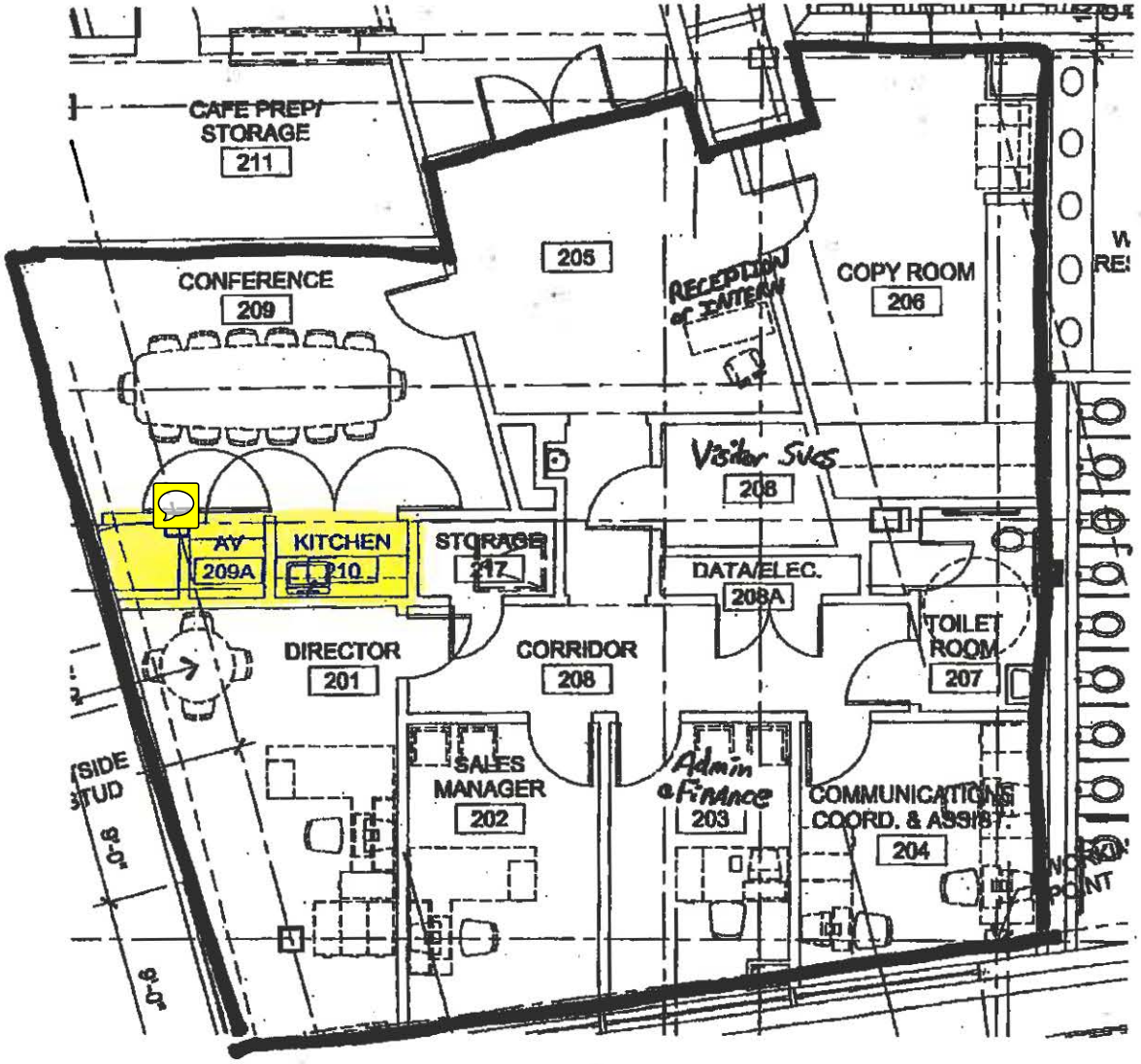
ATTACHMENT A
OFFICE LEASE



Attachment B
Kiosk Lease



Attachment C
Storage Lease



CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA

Agenda Date:	June 15, 2015
Action Required:	Initiation of zoning changes
Staff Contacts:	Missy Creasy, Interim Director, NDS
	Carrie Rainey, Urban Designer, NDS
Subject:	West Main Street Zoning Initiation

Background

On May 18, 2015, staff presented Council with a report on the proposed Form Based Code (FBC) for West Main Street between Jefferson Park Avenue and Ridge Street (previous report and proposed FBC attached for reference). Staff did not recommend adopting a FBC on West Main Street due to the prevalence of contributing properties and the existing ADC district and associated BAR review. With the adoption of the FBC, the discretion of the BAR will be reduced to mostly materials selection.

Staff believes the FBC puts forth many valuable concepts that will result in higher quality development in other, less sensitive areas of the City. Staff recommends applying the concepts proposed in the FBC to other areas of the City where they may be more appropriate.

At that time, Staff provided Council with a number of recommendations for changes to the existing zoning ordinances focused on West Main Street relating to height, density, stepback and parking which could address existing concerns within the current zoning structure. (see May 18th report for details.)

Per discussion with Council at the May 18th meeting, several additional items have been added to the list of recommendations, and can be found in the following section. These additions, as well as modifications to previous recommendations, are found in bold below.

Recommendations

Staff recommends incorporating several key components from the proposed FBC for West Main Street, as well several additional changes, into the existing zoning ordinance(bolded text reflects additions requested as a result of the May 18, 2015 Council meeting):

1. Reorientation of zoning to be categorized by east-west instead of north-south differentiations and associated modifications to uses categories **and building setbacks**. (see *Article 2.2: Districts, Article 3: Land Use*)
2. Reduced building height of 75-feet west of the bridge, and 52-feet east of the bridge with no additional heights allowed through Special Use Permit. **Require a stepback of ten (10) feet after forty (40) feet in height for both districts.** (see *Article 2.2: Districts*)
3. Bulk plane requirements to step down large buildings to the same scale as adjacent residential districts along shared property lines. (see *Article 2.1.K.1: Rules Applicable to All Districts, Neighborhood Compatibility, Bulk Plane*)
4. **Retain a by-right residential density of forty-three (43) DUA (dwelling units per acre). Allow up to two hundred (200) DUA by special use permit (SUP) in both WM-1 and WM-2. Please note the existing zoning ordinance allows up to two hundred (200) DUA by SUP in WMN and two hundred forty (240) DUA in WMS.**
5. No parking required for new or existing retail under 5,000 square feet in floor area. *(*see *Article 4.2.A.2: General Development Standards, Off-Street Parking and Loading)*
6. New bike parking regulations for short- and long-term parking based on enclosed floor area. *(*see *Article 4.3.A-B: General Development Standards, Bicycle Parking)*
7. **Move the parcels collectively known as the Amtrak site (808-840 West Main Street) to the proposed zoning category WM-2.**
8. **Require a building break for every two hundred (200) feet of building length. It is recommended that staff and Planning Commission further study what shall be considered an adequate building break.**

It is important to note that these recommended additions will limit SUPs and the related Council and Planning Commission review to density and certain uses, and will remove SUP review for height. Review by the BAR will remain as it is today.

Alternatives

1. **BY RESOLUTION (attached)**: Council may itself initiate a formal public hearing process for consideration of the proposed Form Based Code (Resolution #1), OR

2. **BY MOTION**: Council may request the Planning Commission to study the use of a Form-Based Code for West Main Street, and to report its recommendations to City Council. As part of its discussion of any such motion, Council may identify specific aspects of the Proposed FBC that it

would like the Planning Commission to focus on, or Council may give the Planning Commission any other information or direction that Council deems appropriate.

If it wishes, Council may also request that the Planning Commission consider initiating a formal joint public hearing process for consideration of any aspects of the Proposed FBC that the Planning Commission recommends would be advisable to be incorporated into the City Code as part of the zoning ordinance.

3. **BY MOTION**: Council may direct staff to study the code changes noted in the recommendation section above, and to make recommendations to the Planning Commission for consideration as Code amendments.

4. **BY MOTION**: Council may defer a decision until a later date;

5. Council may take no action, if it chooses.

Resolution (Council-Initiation of Zoning Text Amendment)

RESOLUTION
TO INITIATE A ZONING TEXT AMENDMENT
TO ADOPT A FORM-BASED ZONING CODE
FOR WEST MAIN STREET

WHEREAS, on May 18, 2015, this City Council received a form-based Zoning Code developed for utilization along West Main Street ("Proposed FBC"); and

WHEREAS, Council desires to initiate a formal public hearing process, for consideration of whether the Proposed FBC should be adopted by City Council; and

WHEREAS, Council hereby finds and determines that the Proposed FBC should be considered for adoption as a zoning text amendment that will serve the public necessity, convenience, general welfare, or good zoning practice;

NOW, THEREFORE,

BE IT RESOLVED THAT this Council hereby **INITIATES** consideration of the Proposed FBC as a **ZONING TEXT AMENDMENT** and hereby **REFERS** this proposed zoning text amendment to the City's Planning Commission for: (i) its review and recommendations in accordance with Virginia Code §2.2-2285 and Charlottesville City Code § 34-42, and (ii) for consideration at a joint public hearing of the Planning Commission and City Council. The joint public hearing shall be completed, and the Planning Commission shall report its recommendations to City Council on the Proposed FBC, all within 100 days after City Council's adoption of this Resolution.