



**CITY COUNCIL AGENDA
May 7, 2012**

6:00 p.m. – 7:00 p.m.

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

TYPE OF ITEM

SUBJECT

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

**AWARDS/RECOGNITIONS
ANNOUNCEMENTS**

National Tourism Week; National Public Works Week; Bike Month

MATTERS BY THE PUBLIC

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

COUNCIL RESPONSES TO MATTERS BY THE PUBLIC

- 1. **CONSENT AGENDA*** (Items removed from the consent agenda will be considered at the end of the regular agenda.)
 - a. Minutes for April 16, May 3
 - b. **APPROPRIATION:** Police Department - Special Events Overtime and Misc. Revenue - \$72,876 (2nd of 2 readings)
 - c. **APPROPRIATION:** Albemarle County Reimbursement - CATEC Fire Protection Assessment (P-00554-11) - \$900 (1st of 1 reading)
 - d. **RESOLUTION:** 2211 Hydraulic Road SUP for laboratory and research testing (1st of 1 reading)
 - e. **RESOLUTION:** Fry's Spring Beach Club Sale of Property (1st of 1 reading)
 - f. **RESOLUTION:** ~~Reallocation of Funds (Capital) - Market Street Garage Mall Side Elevator Repair - \$26,000 (1st of 1 reading)~~ revised resolution with updated amount (\$34k): see 5/21
 - g. **RESOLUTION:** City Contribution for Tom Tom Founders Festival Community Day at IX Event - \$5,000 (1st of 1 reading)
 - h. **RESOLUTION:** Definition of Adult Day Care - Zoning Initiation (1st of 1 reading)
 - i. **ORDINANCE:** Sale of Elliott Ave. Property (2nd of 2 readings)
 - j. **ORDINANCE:** Speed Limit on 250 Bypass (2nd of 2 readings)
- 2. **PUBLIC HEARING / APPROPRIATION / RESOLUTION*** Appropriation of Funds for HOME FY 2012-2013 - \$95,182 (1st of 2 readings)
Approval of the 2012-2013 Action Plan for Charlottesville and Thomas Jefferson HOME Consortium (1st of 1 reading)
- 3. **PUBLIC HEARING / RESOLUTION*** Lease of Basement Apt 608 Ridge St. (1st of 1 reading)
- 4. **PUBLIC HEARING / ORDINANCE*** Closing Laurel Street (1st of 2 readings)
- 5. **REPORT/RESOLUTION*** Deprioritizing Marijuana (1st of 1 reading)

**OTHER BUSINESS
MATTERS BY THE PUBLIC**

*ACTION NEEDED

APPROPRIATION
Police Department – Special Events Overtime and Misc. Revenue
\$72,876

WHEREAS, the City of Charlottesville Police Department has received revenue, in excess of budgeted revenue, for reimbursed overtime, totaling \$72,876; and

WHEREAS, this revenue \$72,876 is proposed to cover operational expenses of the Police specified below for the remainder of the fiscal year.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$72,876 which has been received is hereby appropriated as follows:

Revenue

	Fund	Cost Center	G/L Account
3,000	105	3101001000	434581
11,440	105	3101001000	434810
2,844	105	3101001000	451110
33,680	105	3101001000	451999
21,912	105	3101001000	434291

Expenditures

	Fund	Cost Center	G/L Account
\$72,876	105	3101001000	599999

APPROPRIATION
Albemarle County Reimbursement
\$900

WHEREAS, Albemarle County has been invoiced and is expected to submit payment to the City of Charlottesville in the amount of \$900.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the sum of \$900 from Albemarle County is hereby appropriated in the following manner:

Revenues - \$900

Fund: 425 Project: P-00554-11/CP-010 G/L Account: 432030

Expenditures - \$900

Fund: 425 Project: P-00554-11/CP-010 G/L Account: 599999

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$900 from Albemarle County.

**RESOLUTION GRANTING A SPECIAL USE PERMIT
TO BHE, LLC TO ALLOW OPERATION OF
A RESEARCH AND TESTING LABORATORY AT 2211 HYDRAULIC ROAD.**

WHEREAS, BHE, LLC, owner of the property at 2211 Hydraulic Road, has requested a special use permit with respect to the property identified on City Tax Map 40C as Parcel 64, consisting of approximately 2.933 acres or 127,761 square feet (“Subject Property”), to allow operation of a research and testing laboratory owned by HemoShear on the Subject Property; and

WHEREAS, the Subject Property is zoned “B-1” (Business District) and, pursuant to §34-480 of the City Code, such modifications for use of the property are allowed by Special Use Permit; and

WHEREAS, following a joint public hearing before this Council and the Planning Commission, duly advertised and held on April 10, 2012, this Council finds that such use is allowed under City Code Section 34-480 (specifically under the category “Non-residential: Industrial” – Research and Testing Laboratories – B-1 Business District) by special use permit, and will conform to the criteria applicable to special permits generally under Chapter 34 of the City Code; now, therefore

BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that a special use permit is hereby approved and granted to BHE, LLC to allow operation of a research and testing laboratory at 2211 Hydraulic Road.

RESOLUTION
Fry's Spring Beach Club
Conveyance of Land for Old Lynchburg Road Stormwater Drainage Project

WHEREAS, the City of Charlottesville and representatives of Fry's Spring Beach Club, Inc. (FSBC) have been in negotiations for the purchase of land on Old Lynchburg Road by the City for the purpose of improving stormwater drainage; and

WHEREAS, during the course of the negotiations, it was determined that a portion of the Fry's Spring Beach Club facilities encroach into the City right of way, and FSBC has requested the City to convey this land (approximately 2,162 square feet in area) to them to cure the encroachment; and

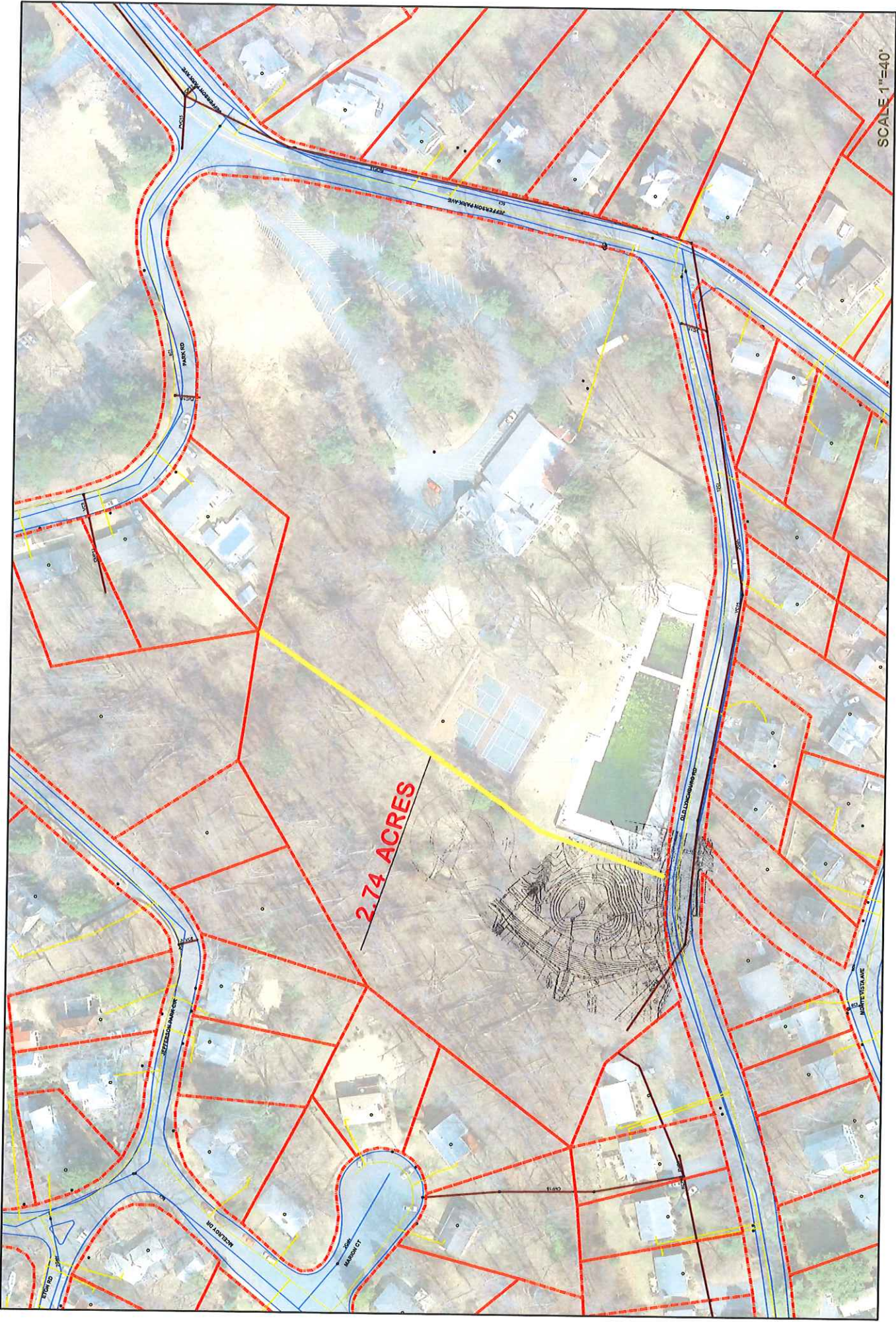
WHEREAS, the land to be acquired by the City for the above-named purpose is approximately 2.74 acres (119,250 square feet) in area, and a physical survey will be done to establish the exact amount and boundaries of the land to be conveyed; and

WHEREAS, FSBC and City staff have negotiated a price of \$2.10 per square foot of land conveyed to the City;

BE IT RESOLVED by the Council for the City of Charlottesville, Virginia, that the City Manager is hereby authorized to sign a Purchase Agreement, in form approved by the City Attorney, to set forth the terms of the following real estate transaction:

Acquisition by the City from Fry's Spring Beach Club, Inc. of a parcel of land approximately 2.74 acres (119,250 square feet) in area on Old Lynchburg Road at the purchase price of \$2.10 per square foot.

BE IT FURTHER RESOLVED that the conveyance of City-owned land to Fry's Spring Beach Club, Inc. is subject to approval by City Council by ordinance, after a public hearing held pursuant to Va. Code Sec. 15.2-1800(B).



SCALE 1"=40'

RESOLUTION

**City Contribution for Tom Tom Founders Festival Community Day at IX Event
\$5,000**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlottesville, Virginia that the sum of \$5,000 is hereby paid from currently appropriated funds in the Council Priority Initiatives Account account in the General Fund to The Dreamfield Foundation:

\$5,000

Fund: 105

Cost Center: 10110010000

BE IT FURTHER RESOLVED, that the release of funds is contingent upon approval of a permit for the Community Day at IX Event.

RESOLUTION
TO INITIATE A STUDY OF SECTION 34-1200 OF CHAPTER 34 (ZONING)
OF THE CHARLOTTESVILLE CITY CODE, 1990, AS AMENDED,
TO EXAMINE THE DEFINITION OF ADULT DAY CARE FACILITIES

WHEREAS, the City Council of the City of Charlottesville believes that changes to the City Code, Chapter 34 (Zoning) may become necessary to re-define Adult Day Care Facilities; and

WHEREAS, this Council finds and determines that the public necessity, convenience, general welfare, and good zoning practice require the initiation of a study of Section 34-1200 of Chapter 34 (Zoning) of the Charlottesville City Code, 1990, as amended; now, therefore,

BE IT RESOLVED by the City Council of the City of Charlottesville that the Planning Commission is hereby directed to study proposed amendment(s) to Chapter 34 of the Charlottesville City Code, 1990 as amended, related to the definition of Adult Day Care Facilities; and

BE IT FURTHER RESOLVED that the Planning Commission will submit its findings and recommendations to the City Council no later than 100 days from the date of this Resolution.

**AN ORDINANCE
AUTHORIZING THE CONVEYANCE OF
CITY-OWNED PROPERTY ON ELLIOTT AVENUE TO
GREATER CHARLOTTESVILLE HABITAT FOR HUMANITY, INC. AND
SOUTHERN DEVELOPMENT GROUP, INC.**

WHEREAS, the City of Charlottesville is the owner of property on Elliott Avenue currently designated as Parcels 266 and 272.1 on City Real Property Tax Map 29 (hereinafter the “Property”); and,

WHEREAS, in October 2011 the City solicited proposals from parties interested in acquiring and developing the Property, and subsequently received development proposals from two groups; and,

WHEREAS, after review and consideration of both proposals City staff has recommended that the Property be sold to and developed by a partnership of Greater Charlottesville Habitat for Humanity, Inc. (“Habitat”) and Southern Development Group, Inc. (“Southern”); and

WHEREAS, in accordance with Virginia Code Section 15.2-1800(B), a public hearing was held on April 16, 2012 to give the public an opportunity to comment on the proposed conveyance of the City property as requested by Habitat and Southern; and,

WHEREAS, the City Council is in agreement with the staff recommendation that the Property should be sold to and developed by the development team of Habitat and Southern, under the terms and conditions set forth within the attached Land Purchase and Development Agreement;

NOW, THEREFORE, BE IT ORDAINED by the Council for the City of Charlottesville, Virginia that the City Manager is hereby authorized to execute an agreement for the sale of Parcels 266 and 272.1 on City Real Property Tax Map 29 to Greater Charlottesville Habitat for Humanity, Inc. and Southern Development Group, Inc., or their joint assignee, hereinafter “Purchasers”, in form approved by the City Attorney. The Land Purchase and Development Agreement shall be substantially the same as the attached agreement, which includes the following general terms and conditions:

- (1) The sales price for the Property will be \$10.00. The Purchasers will agree to bear all costs associated with any required environmental remediation of the site, and any other costs necessary to make the property suitable for the proposed residential development.
- (2) The development on the Property will include approximately 47 residential units, and a potential mixed use component of up to 3,000 square feet. Approximately twenty (20) of the residential units will be affordable housing, targeted to families earning between twenty-five percent (25%) and sixty percent (60%) of Area Median Income (AMI).
- (3) The Purchasers will partner with the Charlottesville Redevelopment and Housing

Authority (CRHA) to designate at least twenty-five percent (25%) of the affordable housing units for CRHA public housing residents or participants in the CRHA Housing Choice voucher program.

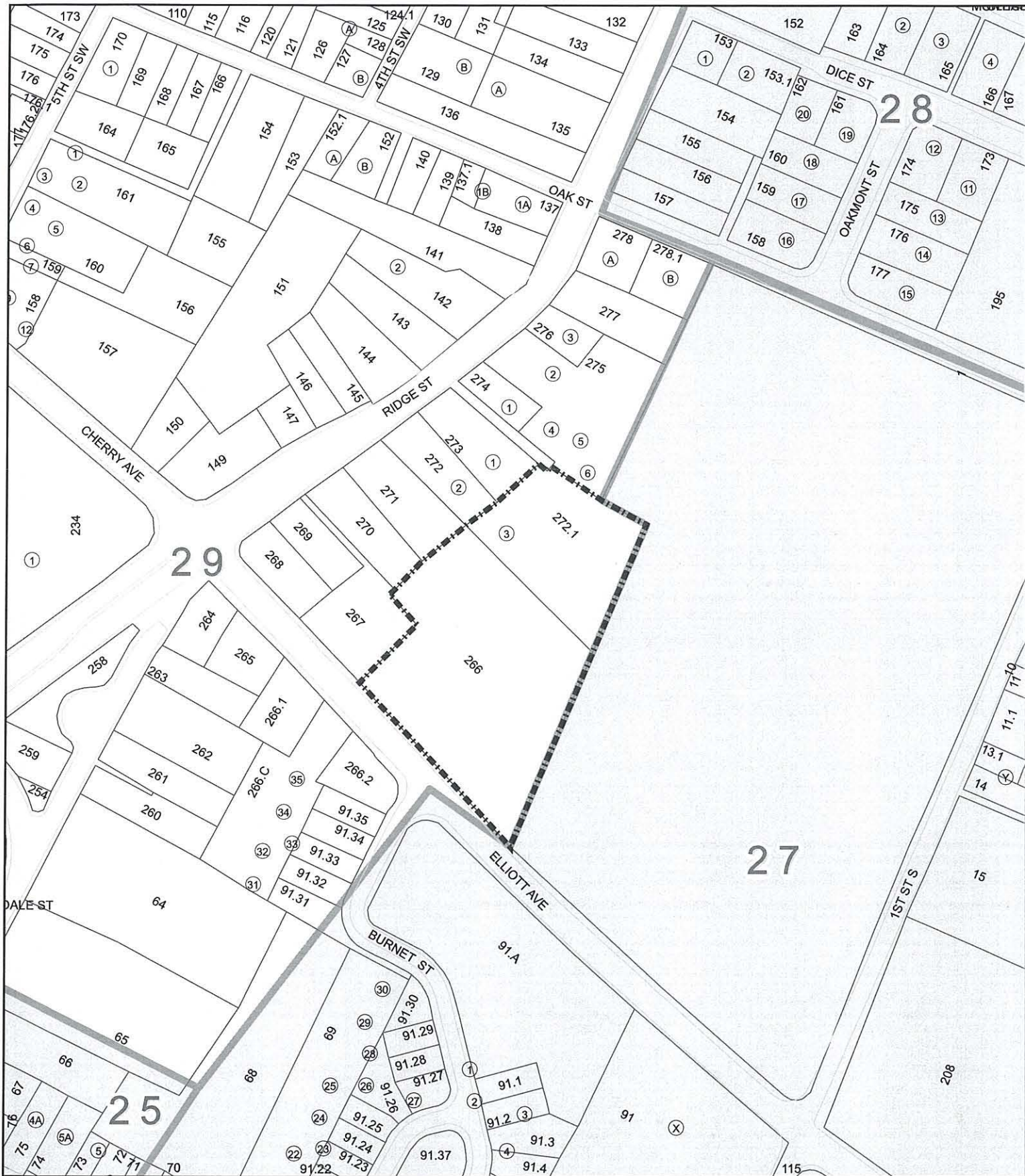
(4) The Purchasers will partner with the Region Ten Community Services Board (Region Ten) to provide an independent and / or supported residential opportunity for clients of Region Ten. If the Purchasers' current assumptions regarding the cost of environmental remediation at the site are correct, the Purchasers will offer Region Ten a large developed parcel at no cost, to be used by clients of Region Ten.

(5) The Purchasers will provide for improvements to the adjacent Oakwood Cemetery owned by the City, including a \$5,000.00 donation to the City to be used as a tree replacement fund for the Cemetery, and improvements to the existing road adjacent to the shared property line between the Property and the Cemetery, including resurfacing and the installation of a decorative shoulder and street trees.

(6) The Purchasers will engage in extensive outreach to adjoining property owners to determine if the development can be expanded, and to address any concerns regarding the proposed development.

BE IT FURTHER ORDAINED that the Mayor of the City of Charlottesville is hereby authorized to execute a deed, in form approved by the City Attorney, conveying the Property to Greater Charlottesville Habitat for Humanity, Inc. and Southern Development Group, Inc., or their joint assignee.

CITY OF CHARLOTTESVILLE



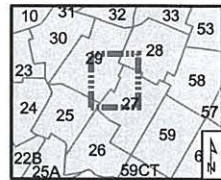
This map is for display only. Distances shown are from plats and may not measure accurately. These maps have been updated as of March 2012.



TAX MAP 29



1 inch = 200 feet



**AN ORDINANCE
AMENDING AND REORDAINING SECTION 15-99
OF CHAPTER 15 (MOTOR VEHICLES AND TRAFFIC)
OF THE CODE OF THE CITY OF CHARLOTTESVILLE, 1990, AS AMENDED,
RELATED TO SPEED LIMITS ON SPECIFIC STREETS.**

WHEREAS, the City contracted with RK&K, Traffic Consultants, to perform a traffic engineering study and traffic surveys on various streets within the City of Charlottesville, and such study and surveys were completed in March of 2012; and

WHEREAS, RK&K submitted the report entitled "U.S. 250 Speed Study", dated March, 21, 2012, to the City Traffic Engineer, who concurs with the recommendations made by RK&K for appropriate speed limits (from an engineering and safety standpoint) on various streets, including the Route 250 Bypass; now, therefore

BE IT ORDAINED by the Council for the City of Charlottesville, Virginia, that Section 15-99 of Article IV (Speed Limits) of Chapter 15 (Motor Vehicles and Traffic) of the Charlottesville City Code, 1990, as amended, is hereby amended and reordained as follows:

Sec. 15-99. Maximum limits on specific streets.

Pursuant to a traffic engineering and traffic survey as required by Code of Virginia, section 46.2-1300, the following speed limits are imposed as hereinafter set forth and no person shall drive a vehicle at a speed in excess of such limits:

<i>Street</i>	<i>From</i>	<i>To</i>	<i>Speed Limit (MPH)</i>
... <u>Route 250 By-Pass (Westbound)</u>	East corporate limits	Westernmost McIntire Park Entrance	35
<u>Route 250 By-Pass (Westbound)</u>	Westernmost McIntire Park Entrance	Four hundred feet west of Emmet Street <u>West corporate limits</u>	45
<u>Route 250 By-Pass (Eastbound)</u>	Four hundred feet west of Emmet Street <u>West corporate limits</u>	West corporate limits <u>Four hundred feet west of Emmet Street southbound ramp</u>	55
<u>Route 250 By-Pass (Eastbound)</u>	<u>Four hundred feet west of Emmet Street southbound ramp</u>	<u>Westernmost McIntire Park Entrance</u>	45
<u>Route 250 By-Pass (Eastbound)</u>	<u>Westernmost McIntire Park Entrance</u>	<u>East corporate limits</u>	35

**RESOLUTION
TO AUTHORIZE THE LEASE OF CITY OWNED LAND
AT 608 RIDGE STREET**

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

Lease Agreement between the City of Charlottesville and
Heather Higgins for the basement apartment space of the
property at 608 Ridge Street.

THIS LEASE AGREEMENT, made as of this _____ day of May 2012, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, hereinafter the "Landlord", and **HEATHER HIGGINS**, an individual, hereinafter the "Tenant";

WITNESSETH:

That Landlord hereby leases unto the Tenant and the Tenant hereby agrees to lease from the Landlord the basement apartment in the building located at 608 Ridge Street in the City of Charlottesville, Virginia, hereinafter referred to as the "Premises."

1. Term. The term of this lease shall commence May 1, 2012 and shall end on June 30, 2013 (the "Term").
2. Rent / Late Fee / Deposit. The Tenant agrees to pay the Landlord rent during the Term of this lease of Six Hundred Dollars (\$600) per month. The Tenant shall pay the Landlord the rent, in advance, on the first day of each calendar month. Further, the Tenant shall pay a late fee of Fifty Dollars (\$50.00) for any rent payment not paid by the due date. On execution of this lease, Tenant deposits with Landlord, one month's rent, as security for the faithful performance by Tenant of the terms hereof, to be returned to Tenant, without interest, on the full and faithful performance by him of the provisions herein.
3. Improvements. Any alterations, additions and improvements to the Premises must be approved by Landlord prior to the commencement of construction. Except as otherwise provided hereafter, all such alterations, additions, and improvements to the Premises shall enure to the benefit of and shall become the property of the Landlord.
4. Maintenance and Repairs. Tenant shall pay for all routine, non-structural repairs and maintenance of the Premises. Landlord shall pay for maintenance and repairs of the heating, air conditioning, and other mechanical systems on the Premises and for all structural maintenance and repairs.
5. Tenant Duties. The Tenant agrees to comply with all the laws and ordinances affecting the cleanliness, occupancy and preservation of the Premises. The Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable or explosive character which might increase the danger of fire upon the Premises. The Tenant shall use the Premises and all facilities contained therein in a reasonable manner and shall not deliberately or negligently destroy or deface, damage, impair or remove any part of the Premises or permit any person to do so. The Tenant shall pay its own utility bills and shall indemnify the Landlord against any liability or damages on such account.
6. Sublet or Assignment. The Tenant shall have no right to assign or sublet the Premises, or any portion thereof, to any other party without the prior written consent of the Landlord, which consent shall be entirely within the discretion of the Landlord.

7. Access. The Landlord shall have the right to enter the Premises during reasonable times in order to inspect the Premises, make necessary agreed repairs or exhibit the Premises to either prospective or actual purchasers, tenants, workers or contractors. The Landlord may so enter without the consent of the Tenant any time in case of emergency. Except in the case of emergency, or if it is impractical to do so, the Landlord shall give the Tenant reasonable notice of its intention to enter.

8. Damage to Premises: In the event that the Premises shall be substantially damaged by fire other casualty, the Premises shall be forthwith repaired, restored or rebuilt, as the case may be, within a reasonable time by the Landlord at the Landlord's expense to its condition immediately prior to such damage or destruction. All provisions of this lease with respect to the payment of any rental shall be pro-rated based upon extent of damage and its impact upon Tenant's use of the Premises from the date of the casualty until such repairs are completed. The term of the lease may be extended by a similar period at the Landlord's discretion.

9. Alterations & Improvements: Tenant shall make no alterations to the building on the premises or construct any building or make other improvement on the premises without the prior written consent of Landlord. All alterations, changes and improvements built, constructed, or placed on the premises by Tenant, with the exception of fixtures removal without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, become the property of Landlord and remain on the premises at the expiration or sooner termination of this lease.

10. Occupation / Use of Premises. The premises shall be used and occupied by Tenant exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Tenant for the purpose of carrying on a business, profession, or trade of any kind, or for an purpose other than as a private single family residence. Tenant agrees that the premises shall be occupied by no more than one adult, without the written consent of Landlord.

11. Pets: Pets shall not be allowed without the prior consent of the Landlord. If at any time during the Term a pet is approved by the Landlord, Tenant shall pay to Landlord a deposit of one hundred dollars (\$100) to be held and disbursed for damages and/or cleaning of the Premises necessitated by the pet's presence. Unused funds will be refunded to Tenant upon termination of this Lease.

12. Condition of Premises. Tenant stipulates that he or she has examined the premises, including the building and improvements and that they are, at the time of this lease, in good order, repair, and a safe clean and habitable condition.

13. Keys / Lockouts / Parking: Tenant will be given two key(s) to the premises and these should be returned to the Landlord following termination of lease or Tenant will be charged Twenty-five (\$25) dollars. If Tenant becomes locked out of the premises after management's regular stated business hours, Tenant will be required to secure a private locksmith to regain entry at Tenant's sole expense. Any parking that may be provided is strictly self-park and is at owner's risk. Landlord assumes no liability for damages whatsoever with respect to any vehicle or its contents.

14. Snow Removal: Snow removal is the responsibility of the Tenant.

15. Events of Default. The occurrence of any of the following shall constitute an event of default of the Tenant:

(a) Delinquency of the payment of any rent under this lease for a period of 15 days after the first of any month.

(b) Nonperformance or noncompliance by the Tenant with any of the conditions or obligations of the Tenant contained in this lease for a period of 30 days after written notice thereof. The Tenant shall be accorded such 30-day period to cure the default, which time may, in the Landlord's sole discretion, be extended for so long as may be necessary to cure such default, provided Tenant commences promptly and proceeds diligently to cure such default.

(c) Filing by the Tenant or against the Tenant in any court pursuant to any statute of a petition of bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property or an assignment by the Tenant for the benefit of creditors, provided that such proceedings are not dismissed within 90 days after the commencement of same.

16. Landlord's Remedies. Upon the occurrence of any event of default, the Landlord, at any time thereafter, may give written notice to the Tenant, by certified mail, return receipt requested, specifying the event of default and stating that the lease shall expire on a certain date, which date shall be at least 60 days after the date of such notice, and upon the date specified on such notice, this lease and all rights of the Tenant hereunder shall terminate.

At any time after such termination, the Landlord may relet the Premises or any part thereof. The failure of the Landlord to relet the Premises or any part thereof shall not make the Landlord liable to the Tenant for damages. No such termination of this lease shall relieve the Tenant of its liability and obligations under this lease, including the obligation for rent for the balance of the term.

17. Termination or Expiration of Lease Term. Upon termination or expiration of this lease, Landlord shall have the right to reenter and repossess the Premises and may dispossess the Tenant and remove the Tenant and all other persons and property from the Premises. Tenant shall leave the Premises in good and "broom clean" condition, ordinary wear and tear excepted.

18. Waiver. Failure of the Landlord to insist, in anyone or more instances, upon a strict performance of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment of such right, but the same shall continue and remain in full force and effect. No waiver by the Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Landlord.

19. Notice. Any notice to the Tenant shall be sent by regular mail, postage prepaid (unless otherwise specified in this Lease) to Tenant at 608 Ridge Street, Charlottesville, Virginia.

Any notice to the Landlord shall be sent by regular mail, postage prepaid to the Landlord in care of the City Manager, P.O. Box 911, Charlottesville, Virginia 22902.

20. Entire Agreement. This lease embodies the entire agreement between the parties and shall not be altered, changed or modified in any respect without a written instrument duly executed by both parties.

21. Applicable Law. This instrument shall be construed, interpreted, and applied in accordance with the laws of the Commonwealth of Virginia.

22. Benefits. This agreement is binding upon and shall enure to the benefit of all the respective parties hereto, their respective successors, legal representatives and assigns.

WITNESS the following signatures and seals.

CITY OF CHARLOTTESVILLE, VIRGINIA
Landlord

By: _____
Maurice Jones, City Manager

HEATHER HIGGINS
Tenant

RESOLUTION

BE IT RESOLVED that the Council call on the Virginia General Assembly and the Governor of Virginia to revisit the sentencing guidelines that merit jail terms for simple possession, do away with rules that suppose intent to distribute without evidence, and give due consideration to sponsored state bills that would decriminalize, legalize, or regulate marijuana like alcohol.