



CITY COUNCIL AGENDA
Monday, April 17, 2017

7:00 p.m.

Regular Meeting - CALL TO ORDER
Council Chambers

PLEDGE OF ALLEGIANCE
ROLL CALL

AWARDS/RECOGNITIONS Arbor Day Proclamation; Child Abuse Prevention Month
ANNOUNCEMENTS

CITY MANAGER RESPONSE TO MATTERS BY THE PUBLIC

MATTERS BY THE PUBLIC Public comment is provided for up to 15 speakers at the beginning of the meeting (limit 3 minutes per speaker.) Pre-registration is available for up to 10 of these spaces, and pre-registered speakers are announced by noon the day of the meeting. An unlimited number of spaces are available at the end of the meeting.

1. **CONSENT AGENDA*** (Items removed from consent agenda will be considered at the end of the regular agenda.)
 - a. Minutes for April 3, 2017
 - b. **APPROPRIATION:** Supplemental Appropriation of FY 2017 Transit Grants -\$97,528 (2nd of 2 readings)
 - c. **APPROPRIATION:** Reimbursement from RWSA for Paving Costs to Ragged Mountain Roadway - \$11,796.48 (1st of 2 readings)
 - d. **APPROPRIATION:** Domestic Violence Services Coordinator Grant - \$49,336 (1st of 2 readings)
 - e. **APPROPRIATION:** Use of Charlottesville-Albemarle Convention & Visitors Bureau Fund Balance for Marketing - \$100,000 (1st of 2 readings)
 - f. **RESOLUTION:** Fund Transfer from CIP Reserve to Comprehensive Plan 2018 Account - \$100,000 (1st of 1 reading)
 - g. **ORDINANCE:** Historic Conservation District Ordinance Amendments (2nd of 2 readings)
2. **RESOLUTION*** Adoption of Historic Conservation District Design Guidelines (1st of 1 reading) – 10 min
3. **RESOLUTION*** Initiate Zoning Text Amendments for Legal Audit of the Zoning Ordinance (1st of 1 reading) 10 min
4. **RESOLUTION*** Thomas Jefferson Community Land Trust Allocation of Funds for Nassau Street Development - \$240,000 (1st of 1 reading) – 15 min
5. **ORDINANCE*** Increase in Salary Compensation for City Council Members (1st of 2 readings) – 10 min
6. **RESOLUTION*** Welcoming City Update – 10 min
7. **REPORT** Removal of Robert E. Lee Statue – 20 min
8. **REPORT** Ivy Creek Foundation – 15 min
9. **REPORT** Community Health Improvement Plan – 20 min
10. **REPORT** Murray/Van Yahres Memorial Grove in McIntire Park – 15 min
11. **REPORT** Integrated Pest Management Report **(Written Report Only)**
12. **REPORT** Quarterly Update by Rivanna Water and Sewer Authority and Rivanna Solid Waste Authority **(Written Report Only)**

OTHER BUSINESS
MATTERS BY THE PUBLIC

**ACTION NEEDED*

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.

**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	April 3, 2017
Action Required:	Supplemental Appropriation of Project Funding for Transit Division
Staff Contact:	John Jones, Transit Manager Ryan Davidson, Senior Budget & Management Analyst
Presenter:	John Jones, Transit Manager
Title:	Supplemental Appropriation of FY 2017 Transit Grants -\$97,528

Background and Discussion:

CAT is requesting that the City authorize a supplemental budget appropriation for FY17 federal capital grant funds in the amount of \$97,528. This amount will partially fund the federal portion of two FY17 projects; (1) support vehicles, and (2) bus shelters.

At the direction of the Department of Rail and Public Transportation (DRPT), CAT did not apply for FY17 federal capital assistance as there were enough unused funds remaining in previous grants to fund these projects in total. However, it was recently discovered that FTA's new grants system is unable to process budget amendments, which is the required mechanism for converting unused grant funds into new projects. \$97,528 of unused federal grant funds cannot be applied to these specific FY17 projects as expected, and will have to be used on other future projects. As a result the FTA and DRPT have instructed CAT to apply for the required funds as "new" federal capital assistance. CAT has completed the FY17 capital assistance grant.

Please note that the overall Federal, State and Local match commitments and apportionments to FY17 capital projects have not changed and the required state and local matches have already been appropriated. The only change is that the 80% federal funding share of two projects are now coming from new federal capital funds instead of *unused* (leftover) federal capital funds. All project totals and match commitments remain the same as listed on the FY17 Transportation Improvement Plan (TIP) and the Statewide Transportation Improvement Plan (STIP).

Community Engagement:

Charlottesville Area Transit utilizes the Metropolitan Planning Organization's Public Participation Plan to fulfill its public engagement requirements. The MPO's PPP includes an opportunity for members of the public to request a public hearing on CAT's Program of Projects. No public hearing was requested.

Alignment with City Council's Vision and Priority Areas:

Approval of this agenda item aligns directly with Council's vision for Charlottesville as a *Connected Community*, where the City is part of a comprehensive, transportation system that enables citizens of all ages and incomes to easily navigate our community.

Budget Impact:

There is no budget impact if approved. Any required matching dollars for this grant will come from previously appropriated funding. If not approved, this would result in having to fully fund these projects with local dollars, thereby reducing the amount of projects that could be accomplished with the previously appropriated funding.

Recommendation:

Approve appropriation.

Alternatives:

City Council may choose not to appropriate funds for these Transit Division projects. Without an appropriation these two projects will not be fully funded.

APPROPRIATION
Transit Division Project Funds
\$97,528

WHEREAS, a new Federal Capital Grant of \$97,528 has been awarded to Charlottesville Area Transit for FY17;

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

Revenue (Capital)

\$97,528 Fund: 245 Cost Center: 2804001000 G/L: 431110

Expenditures (Capital)

\$97,528 Fund: 245 Cost Center: 2804001000 G/L: 541040

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$97,528 from the Federal Transit Administration.

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	April 17, 2017
Action Required:	Approve Appropriation of Reimbursement
Presenter:	Doug Ehman, Parks Division Manager
Staff Contacts:	Doug Ehman, Parks Division Manager
Title:	Appropriation of Rivanna Water and Sewer Authority Reimbursement for Paving of The Ragged Mountain Access Road (\$11,796.48)

Background:

The City of Charlottesville Parks and Recreation Department is responsible for the management and improvements to City recreational sites. The Department recently paved a gravel roadway at Rivanna Water and Sewer Authority's Ragged Mountain Dam. This roadway provides access to the dam, serves as an impoundment access point, and is used by recreational users for parking. Paving the road will eliminate the high levels of maintenance needed and help ensure accessibility and user and staff safety. In addition, rain bars were installed to divert sheet flow into an existing stormwater collection system.

Discussion:

Since the roadway at the Ragged Mountain Dam serves additional purposes other than recreational use, the Rivanna Water and Sewer Authority will reimburse the City 50% of the total projects costs for the paving project. An appropriation of these funds is necessary to replenish the Parks and Recreation Small Cap Lump Sum Account (FR-001/P-00482) for project related expenses.

Alignment with Council Vision Areas and Strategic Plan:

This request supports City Council's "Smart, Citizen-Focused 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 the City's strategic plan.

Community Engagement: N/A

Budgetary Impact:

Funds have been expensed from the Parks and Recreation Small Cap Lump Sum Account (P-FR-001/P-00482) and the reimbursement is intended to replenish the project budget for the County's portion of those expenses.

Recommendation:

Staff recommends approval and appropriation of the reimbursement funds.

Alternatives:

If reimbursement funds are not appropriated, the Facilities Repair Small Cap Lump Sum Account (FR-001/P-00482) will reflect a deficient balance.

Attachments:

Appropriation

APPROPRIATION

Rivanna Water and Sewer Authority Reimbursement for the Paving of the Access Road at Ragged Mountain

WHEREAS, Rivanna Water and Sewer Authority was billed by the City of Charlottesville in the amount of \$11,796.48

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that \$11,796.48 from Rivanna Water and Sewer Authority is to be appropriated in the following manner:

Revenues - \$11,796.48

Fund: 107 Funded Program: FR-001 (P-00482) G/L Account: 432030

Expenditures - \$11,796.48

Fund: 107 Funded Program: FR-001 (P-00482) G/L Account: 599999

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$11,796.48, from Rivanna Water and Sewer Authority.

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**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	April 17, 2017
Action Required:	Approval and Appropriation
Presenter:	Areshini Pather, Commonwealth Attorney's Office
Staff Contacts:	Areshini Pather, Commonwealth Attorney's Office Maya Kumazawa, Budget and Management Analyst
Title:	Domestic Violence Services Coordinator Grant - \$49,336

Background:

The Charlottesville/Albemarle Domestic Violence Community Services Coordinator 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. Examples include helping in the preparation of domestic violence cases for prosecution and 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.

Discussion:

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. This grant requires that 25% of project funds must be provided by cash or an in-kind match. The City's Commonwealth Attorney's Office will provide a \$5,000 cash match, and an in-kind match of \$4,213. Albemarle County will provide a \$6,000 cash match, and an in-kind match of \$3,000. Graduate student and intern hours will provide an additional \$1,062 in-kind match. The total anticipated cash and in-kind match of \$19,275 is more than sufficient to meet the minimum requirement.

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 program also aligns with Strategic Plan Goal 2: Be a safe, equitable, thriving and beautiful community, Objective 2.4 Ensure families and individuals are safe and stable. 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.

Community Engagement:

The Charlottesville/Albemarle Domestic Violence Services 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 works with over 300 individuals yearly and serves on several coordinating councils: the Albemarle/Charlottesville Domestic Violence Council, the Monticello Area Domestic Violence Fatality Review Team, and the Charlottesville/Albemarle Blue Print for Safety group. The Coordinator has actively been involved in the implementation of the Lethality Assessment Protocol (LAP) used by Charlottesville, Albemarle and University of Virginia Police Departments.

Budgetary Impact:

The funds will be expensed and reimbursed to a Grants Fund. The terms of the award require a local match of \$5,000 which will be provided by the current City appropriation from the Commonwealth Attorney's General Fund Operating Budget.

Recommendation:

Staff recommends approval and appropriation of grant funds.

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.

Attachments:

Appropriation

APPROPRIATION

Domestic Violence Services Coordinator Grant

\$49,336

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 \$5,000 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 \$49,336 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
\$ 5,000	Fund: 209	Cost Center: 1414002000	G/L Account: 498010

Expenditures

\$49,336	Fund: 209	Cost Center: 1414002000	G/L Account: 519999
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Transfer

\$ 5,000	Fund: 105	Cost Center: 1401001000	G/L Account: 561209
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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:	April 17, 2017
Action Required:	Appropriation of Fund Balance
Presenter:	Brigitte Warner, CACVB Director of Sales & Marketing
Staff Contacts:	Kurt Burkhart, CACVB Executive Director
Title:	Request by the Charlottesville Albemarle Convention and Visitors Bureau to Appropriate Fund Balance Account to the CACVB Operating Budget - \$100,000

Background:

In the Charlottesville-Albemarle Agreement for Operations of a Joint Convention and Visitors' Bureau, Section 3, funding for the Charlottesville Albemarle Convention and Visitors Bureau (CACVB) is derived through the collection of the Transient Occupancy Tax (T.O.T.). Visitors to our area pay this tax when staying overnight in a hotel. Thirty-percent (30%) of the first five-percent (5%) of T.O.T. revenue collected goes to fund the CACVB, while the remaining amount is retained by each respective locality. The CACVB also maintains a Fund Balance that is available to provide monies for additional initiatives. The CACVB Board of Directors unanimously adopted a resolution at its March 27, 2017 meeting approving additional marketing initiatives presented by CACVB staff that will require funding in excess of what the CACVB currently has available through the remainder of Fiscal Year 2017. That resolution requests the transfer of one hundred thousand dollars (\$100,000) from its Fund Balance to its Operating Account to accomplish this initiative. This is in keeping with the CACVB Board's intent to use its Fund Balance for when additional opportunities become available.

Discussion:

The CACVB Board of Directors has also expressed its receptiveness to accept recommendations from CACVB staff on marketing initiatives that could supplement the Fiscal Year 2017 media marketing plan. On March 27, 2017, CACVB staff presented to the CACVB Board a number of creative and exciting opportunities for review and discussion.

Alignment with City Council's Vision and Strategic Plan:

An appropriation of funds from the CACVB Fund Balance to its Operating Account embraces several goals within the City of Charlottesville's Strategic Plan – Goal 1: An increase in the collection of T.O.T. revenue from lodging establishments within the City provides additional

resources to the City that enhances its “financial health”; Goal 3 – Engaging travelers at the Charlottesville Albemarle Airport provides the CACVB the opportunity to “promote diverse cultural tourism” assets. The CACVB has partnerships with local arts & cultural organizations, and promotes the arts, festivals, and entertainment venues (*Vision Statement: C’ville Arts & Culture*); also, as an official Virginia Department of Environmental Quality Virginia Green Certified Sponsoring Organization & Regional Virginia Green Chapter, the CACVB embraces the “greenness” of the local environment and promotes healthy outdoor recreational opportunities that avail (*Vision Statement: A Green City*).

Community Engagement:

Several of the initiatives presented to the CACVB Board of Directors involve nationally known personalities coming to Charlottesville for specific events that would involve community participation and attendance. Events could include large venues such as The Paramount.

Budgetary Impact:

As the funds requested currently reside in the CACVB Fund Balance, there is no impact to the City’s General Fund.

Recommendation:

It is respectfully requested that City Council approve this request as outlined in the attached to appropriate \$100,000 to the CACVB Fiscal Year 2017 Operating Account, Fund: 986, Cost Center: 8101001000.

Alternatives:

There are no alternatives to meet the immediacy of these initiatives to be funded. Without approval of this request, the CACVB believes its ability to fulfill its mission will be hampered. The mission of the CACVB is to market and promote this destination, and the transfer of existing funds from the Fund Balance account to the CACVB Operating Account is the only option in which to implement these marketing initiatives.

Attachments:

Resolution to Approve Drawdown of Funding From CACVB Fund Balance For the Purpose of New Marketing Initiatives; Appropriation



RESOLUTION TO APPROVE DRAWDOWN OF FUNDING FROM CACVB FUND
BALANCE FOR THE PURPOSE OF NEW MARKETING INITIATIVES

WHEREAS, it is the mission of the CACVB, “to enhance the economic prosperity of the City and County by promoting, selling and marketing the City of Charlottesville and County of Albemarle, as a destination, in pursuit of the meetings and tourism markets”; and

WHEREAS, the current media buy plan prepared by the CACVB’s former agency-of-record has been implemented through FY17; and

WHEREAS, new marketing initiatives that are were not included in the FY17 media buy plan have now been presented to the CACVB Board of Directors; and

WHEREAS, the CACVB Board of Directors has always encouraged additional avenues and new marketing initiatives for expanding marketing efforts to reach out-of-area prospective visitors; and

WHEREAS, the CACVB Board of Directors has expressed its desire to spend down each year a portion of its accrued fund balance; and

WHEREAS, the estimated costs for these new marketing initiatives exceed the monies available in the current FY17 CACVB budget to bring each to fruition;

WHEREAS, accessing the CACVB’s fund balance for the purpose of adding additional marketing/advertising exposure in key markets that have a high propensity for attracting would-be visitors to the greater Charlottesville area;

NOW, THEREFORE, BE IT RESOLVED, that the Charlottesville Albemarle Convention & Visitors Bureau Board of Directors approves funding of \$100,000 to be drawn from the CACVB’s fund balance to be used for new marketing initiatives that could include but is not be limited to advertising on cable television, radio advertising and promotions, podcast productions, bus wraps, and a nationally known syndicated travel writer with programming on television and radio.

Approved by the CACVB Board of Directors, March 28, 2017

APPROPRIATION
CACVB use of Fund Balance
\$100,000

WHEREAS, the CACVB has a governmental fund balance of \$452,955 as of the end of Fiscal Year 2016;

WHEREAS, a portion of that fund balance will be used for various marketing expenses in excess of CACVB's Fiscal Year 2017 operating budget; and

WHEREAS, the CACVB Board has approved the use of an additional \$100,000 of the remaining fund balance for this purpose:

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$100,000 is hereby appropriated in the following manner according to the following budget:

Expenditures - \$100,000

\$100,000 Fund: 986 CC: 8101001000 G/L Account: 599999

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**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	April 17, 2017
Action Required:	Adoption of Resolution
Presenter:	Alex Ikefuna, Director, NDS Missy Creasy, Assistant Director, NDS
Staff Contacts:	Missy Creasy, Assistant Director, NDS
Title:	Fund Transfer from CIP Reserve Account to Comprehensive Plan 2018 Account - \$100,000

Background:

On September 6, 2016 City Council approved a resolution with accompanying work plan outlining projects and timelines for the regulatory framework review and alignment with the 2018 Comprehensive Plan review. The Community Engagement Strategy component was given approval to move forward on March 20, 2017 by Council as well as approval for funding to implement.

Discussion:

The Planning Commission began development of the Community Engagement Strategy at a January 3, 2017 work session and continued their work for multiple sessions in January and February 2017 (summaries of “project activities” are attached). The Commission was tasked with creating the strategy and identifying resources needed to implement. This request provides for the formal transfer of funds to address the plan that was approved by City Council.

Alignment with Council Vision Areas and Strategic Plan:

As this project is associated with the Comprehensive Plan, all aspects of the Council Vision are addressed in one way or another. It also contributes to Goal 5 of the Strategic Plan, to foster strong connections, and objective 5.3, to promote community engagement.

Community Engagement:

At the March 20, 2017 City Council meeting, Council requested that staff reach out to the community for further guidance on how best to involve community groups. Staff has reached out and plans to have some of these discussions in advance of the kick off meetings and other meetings as the process progresses.

Budgetary Impact:

No additional funding needs to be appropriated to the CIP. The necessary funds will be transferred from CIP Contingency account funds that were previously appropriated by City Council.

Recommendation:

Staff recommends approval of this resolution.

Alternatives:

N/A

Attachments:

Proposed Resolution

Resolution approved March 20, 2017.

RESOLUTION

**Transfer from CIP Contingency Account to Comprehensive Plan 2018 Project
\$100,000**

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

\$100,000 Fund: 426 WBS: CP-080 G/L Account: 599999

Transfer To

\$100,000 Fund: 426 WBS: P-00935 G/L Account: 599999

RESOLUTION

**Community Engagement Strategy Component of Regulatory Framework Review and
Alignment with 2018 Comprehensive Plan**

BE IT RESOLVED, by the Council of the City of Charlottesville that this Council hereby adopts the Community Engagement Strategy presented to Council at its March 20, 2017 meeting, with the proviso that community members will be consulted in building the community strategy; and

BE IT-FURTHER_RESOLVED that this Council approves the budget for the community engagement at \$100,000.

Approved by Council
March 20, 2017

A handwritten signature in cursive script, appearing to read "Sara B. [unclear]", is written over a horizontal line.

Acting Clerk of Council

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	April 3, 2017
Action Required:	Approve ordinance (1 st of 2 readings)
Presenter:	Mary Joy Scala, Preservation & Design Planner, Department of Neighborhood Development Services (NDS)
Staff Contacts:	Alex Ikefuna, Director, Department of Neighborhood Development Services (NDS)
Title:	ZT-17-01-01 Zoning Text Amendments to Historic Conservation District Ordinance

Background:

The Charlottesville Board of Architectural Review (BAR) is recommending certain revisions to the Historic Conservation District ordinance regulations to clarify what actions would require BAR review, to add a section allowing administrative review, and other adjustments based on the BAR's experience with the ordinance that has been in place since 2009.

City Council is being asked to approve the zoning text amendments, which were recommended unanimously by the Board of Architectural Review (BAR) on January 17, 2017, and unanimously by the Planning Commission (with minor edits) on March 14, 2017 (Attachment 1).

Discussion:

The Historic Conservation District ordinance was created as a second, less stringent type of local historic district to supplement the existing Architectural Design Control (ADC) District. A Historic Conservation District is intended to protect the character and scale of a historic neighborhood through required review of proposed demolitions and new construction, without imposing excessive requirements on the current residents who may want to remodel their homes.

There are currently two Historic Conservation Districts in place: in the Martha Jefferson Neighborhood and along Rugby Road in Venable Neighborhood. A potential third district, Woolen Mills Village, went to public hearing on November 9, 2016, when the Planning Commission unanimously recommended approval to Council. The City Council has not yet considered the designation, since the neighborhood association requested deferral until proposed ordinance and guidelines changes are adopted.

Even before the currently proposed Woolen Mills District was initiated, the Board of Architectural Review (BAR) had been discussing needed changes to the ordinance language, and

related changes to the Guidelines. The pending Woolen Mills designation has made more pressing the need for clarity in the ordinance.

The Planning Commission initiated this zoning text amendment on January 10, 2017. The BAR held a work session on January 5, 2017, and made a recommendation to Council on January 17, 2017 regarding text amendments and design guidelines changes. The City Attorney's office added non-substantive changes to the text amendments, then a public hearing was held on March 14, 2017. (Attachment 2 discusses the proposed ordinance changes by section number, including changes made by the City Attorney's office, and changes recommended by the Planning Commission.)

Following City Council's approval of the text amendments, BAR-recommended changes to the design guidelines (not contained in the zoning ordinance, so therefore not a part of these amendments) will come to City Council for approval.

Alignment with City Council's Vision and Strategic Plan:

The project supports City Council's Vision, specifically "Charlottesville Arts and Culture."

It contributes to Goal 2 of the Strategic Plan, "Be a safe, equitable, thriving and beautiful community," specifically Objective 2.5, "Provide natural and historic resources stewardship;" and Objective 2.6 "Engage in robust and context-sensitive urban planning."

Community Engagement:

Several members of the public spoke at the public hearing, including the president of Woolen Mills Neighborhood Association, and several residents of Woolen Mills neighborhood. Some comments were made specifically regarding the proposed Woolen Mills district designation, rather than the ordinance text amendments being considered.

There were several comments regarding the decision to cease review of paint colors, and comments about larger issues, such as lack of coordination between historic districts and zoning ordinance allowances.

Budgetary Impact:

The proposed amendments have no budgetary impact.

Recommendation:

Staff recommends the Historic Conservation District zoning text amendments as submitted.

Alternatives:

City Council may approve the zoning text amendments as submitted, or may approve them with edits, or may deny the proposed changes.

Potential consequences of not acting on the proposed amendments are that the Woolen Mills historic designation may not move forward, and the continued ambiguity of the ordinance may discourage the proposal of any future historic conservation districts.

Attachments:

1. Proposed Historic Conservation District Ordinance Amendments – marked-up copy with ~~language to be removed~~ and language to be added
2. Discussion of the proposed ordinance amendments by section number

For 2nd reading on April 17, 2017 (amended on 1st reading)

**AN ORDINANCE
AMENDING ARTICLE II (OVERLAY DISTRICTS) OF CHAPTER 34 (ZONING) OF
THE CODE OF THE CITY OF CHARLOTTESVILLE, 1990, AS AMENDED,
RELATING TO HISTORIC CONSERVATION OVERLAY DISTRICTS.**

WHEREAS, City Council has determined that certain amendments to the text of the City's Zoning Ordinance, as set forth within this ordinance ("Zoning Text Amendments") are required by public necessity, convenience, general welfare or good zoning practice; and

WHEREAS, on March 14, 2017 a joint public hearing was held by the City's Planning Commission and City Council for the Zoning Text Amendments, pursuant to public notice as required by Virginia Code Sec. 15.2-2204 and applicable provisions of the City's Zoning Ordinance; and

WHEREAS, following the joint public hearing, the Planning Commission, by motion duly adopted on March 14, 2017, voted to recommend that City Council should adopt the Zoning Text Amendments because they are required by the public necessity, convenience, general welfare or good zoning practice; now, therefore,

BE IT ORDAINED by the Council for the City of Charlottesville, Virginia, that Sections 34-336, 34-340, 34-341, and 34-343 through 34-349 of Chapter 34, Article II, Division 5 of the Charlottesville City Code, 1990, as amended, are hereby amended and reordained, as follows:

CHAPTER 34. ZONING

ARTICLE II. OVERLAY DISTRICTS

Division 5. Historic Conservation Overlay Districts

Sec. 34-335. Purposes.

The City of Charlottesville seeks, through establishment of its historic conservation overlay ("CV" or "conservation") districts, to protect community health and safety, and to promote the education, prosperity and general welfare of the public through the identification and conservation of buildings, structures, and areas with special historical, cultural, architectural and archaeological significance. To achieve these general purposes, the City of Charlottesville seeks to pursue the following specific purposes:

- (1) To identify and preserve buildings, structures and areas with special historical, cultural, architectural and archaeological significance, or with a collective character and quality, which serve as important visible reminders of the heritage of this city, the Commonwealth of Virginia, or this nation;
- (2) To assure that new structures, additions, and related elements will be in harmony with the scale and character of the existing buildings, structures and areas;

- (3) To document and promote an understanding of the social history of city neighborhoods, and to protect their cultural institutions.

Sec. 34-336. Establishment of, and additions to or deletions from, conservation districts.

(a) City council may, by ordinance, from time to time, designate properties and areas for inclusion or removal within a conservation district. Any such action shall be undertaken following the rules and procedures applicable to the adoption of amendments to the city's zoning ordinance and zoning map.

(b) Prior to the adoption of any such ordinance, the board of architectural review ("BAR") shall define, taking into consideration information that may be provided by neighborhood residents, the architectural character-defining features of the proposed conservation district. Those features would be referenced and reinforced when applying the conservation district design guidelines.

(c) Prior to the adoption of any such ordinance, the city council shall consider the recommendations of the planning commission and the BAR as to the proposed addition, removal or designation. The commission and BAR shall address the following criteria in making their recommendations:

- (1) The age of buildings and structures;
- (2) Whether the buildings, structures and areas are listed on the Virginia Landmarks Register or the National Register of Historic places, or are eligible to be listed on such registers;
- (3) Whether the buildings, structures or areas are of locally important historic, cultural, architectural or archaeological interest;
- (3) Whether the buildings, structures or areas are associated with an historic person or event or with a ~~renowned~~ significant architect or master craftsman, or have special public value because of notable features relating to the cultural or artistic heritage of the Charlottesville community;
- (4) Whether the buildings, structures or areas are part of a geographically definable area within which there exists a significant concentration or continuity of buildings or structures that are linked by past events or, aesthetically, by plan or physical development, or within which there exists a number of buildings or structures separated geographically but linked by association or history; and
- (6) Whether the buildings, structures or areas, when viewed together, possess a distinctive character and quality or historic significance.

Sec. 34-337. Conservation districts.

The following areas have been determined by city council to meet the criteria for designation as a conservation district, the limits of which are shown on the city's zoning map:

- (1) The Martha Jefferson Historic Conservation District; and
- (2) The Rugby Road Historic Conservation District.

Within each district designated above, city council has determined that only certain buildings are considered "contributing structures." Those contributing structures are identified on a map of each district included within the city's conservation district design guidelines, copies of which are available within the department of neighborhood development services.

Sec. 34-338. Relationship to individually protected properties.

(a) Within a conservation district all individually protected properties listed in section 34-273 shall retain that designation, and shall be reviewed under the Code provisions applicable to those properties.

(b) Before an area is designated as a historic conservation district, each of the structures that may qualify for designation as an individually protected property under section 34-273 within that area shall be identified.

Sec. 34-339. Contributing structures.

Before an area is designated as a conservation district, each structure shall be determined to be either "contributing" or "non-contributing." Thereafter, at least once every fifteen (15) years, this determination shall be reconfirmed.

Sec. 34-340. Actions requiring certificate of appropriateness; exemptions; penalties.

~~(a) Within a conservation district no building, structure or addition shall be constructed, and no contributing structure should be demolished, razed, or moved, in whole or in part, unless and until an application for a certificate of appropriateness has been approved by the board of architectural review (BAR), or by city council on appeal.~~

(a) A certificate of appropriateness (COA) must be approved in accordance with this division, prior to the commencement of construction, erection, alteration, or demolition of certain buildings, structures or improvements, as follows:

- (1) ~~(b)~~ All proposed new construction buildings and structures requires approval of a COA by the BAR if they require a building permit, and unless they are concealed by the principal structure from all abutting streets.
- (2) All new fences and walls that abut a street, or which are located in a side yard between a street and the front of the principal structure on a lot, require a COA.

~~(e)~~(b) The following proposed additions to existing buildings or structures require approval of a COA:

- ~~(1) — Additions located on a corner lot.~~
- ~~(2) (1) Additions located wholly or partially to the side or front of an existing building, the principal structure on a lot, or~~
- (2) Additions located on a lot that abuts a street on the side or rear, or

- (3) Additions that are equal to or greater than fifty (50) percent of the total gross floor area of the existing building; or
- (4) Additions located to the rear that exceed the height or width of the existing building or structure.

~~(d)~~(c) The proposed demolition, razing or moving of any building or structure requires ~~approval~~ of a COA only when:

- (1) The building is a contributing structure; and,
- (2) The proposed demolition is located in whole or in part to the front or side of the contributing structure, or
- (3) The proposed demolition is located on a lot that abuts a street on the side or rear, or
- ~~(3)~~ (4) The proposed demolition is equal to or greater than thirty-three (33) percent of the total gross floor area of the existing building.

However, the removal or replacement of windows or doors shall not constitute a demolition under this conservation district ordinance, provided the size of the opening is not altered.

(d) The proposed painting of previously unpainted brick or other masonry requires a COA.

(e) The following shall be exempt from the requirement of a COA certificate of appropriateness:

- (1) Interior features, details, alterations and improvements;
- (2) Ordinary maintenance or repair of exterior elements or features;
- (3) Painting or repainting a material other than unpainted brick or other masonry;
- ~~(3)~~ (4) Construction, reconstruction or other improvements to a building or structure made pursuant to an order of correction issued by the city's building code official, upon a determination by the city's building code official that a building or structure is an "unsafe structure," as that term is defined by the state's building code and regulations. In the event any such order or determination is issued with respect to a building or structure subject to BAR review pursuant to this division, the director of neighborhood development services shall notify the BAR of any alterations or repairs ordered by the building code official; and
- ~~(4)~~ (5) The demolition, razing or removing, in whole or in part, of any contributing structure allowed pursuant to an order of the city's building code official, upon a determination by the city's building code official that a building or structure is in such dangerous, hazardous or unsafe condition that it could reasonably be expected to cause death or serious injury before review under the provisions of this division. Upon such a determination, the building code official shall deliver a copy of the order to the director of neighborhood development services and to the chairperson of the BAR.

(f) Failure to obtain a COA as required by this section for the demolition, razing or moving of any contributing structure shall be subject to the civil penalty described within section 34-86(b) (i.e., not to exceed twice the fair market value of the building or structure).

Sec. 34-341. Criteria for approval.

(a) In considering a particular application the BAR shall approve the application unless it finds:

- (1) That the proposal does not meet specific standards set forth within this division or applicable provisions of the conservation district design guidelines; and
- (2) The proposal is incompatible with the historic, cultural or architectural character of the conservation district in which the property is located.

(b) ~~The BAR's~~ Review of the proposed new construction or addition to a building or structure shall be limited to factors specified in section 34-342. ~~The BAR, or council on appeal, may require conditions of approval as are necessary or desirable to ensure that any new construction or addition would be compatible with the scale and character of the historic conservation district. Prior to attaching conditions to an approval, due consideration shall be given to the cost of compliance with the proposed conditions.~~ The BAR's review of the proposed demolition, razing or moving of any contributing structure shall be limited to the factors specified in section 34-343.

~~(c) Review of the proposed demolition, razing or moving of any contributing structure shall be limited to the factors specified in section 34-343. The BAR, or city council on appeal, may require conditions of approval as are necessary or desirable to ensure that any new construction or addition would be compatible with the scale and character of the historic conservation district. Prior to attaching conditions to an approval, due consideration shall be given to the cost of compliance with the proposed conditions.~~

Sec. 34-342. Standards for review of new construction and additions.

The following features and factors shall be considered in determining the appropriateness of proposed new construction and additions to buildings or structures:

- (1) Whether the form, height, scale, mass and placement of the proposed construction are visually and architecturally compatible with the site and the applicable conservation district;
- (2) The harmony of the proposed changes in terms of overall proportion and the size and placement of entrances and windows;
- (3) The impact of the proposed change on the essential architectural form and integrity of the existing building;
- (4) The effect, with respect to architectural considerations, of the proposed change on the conservation district neighborhood;
- (5) Any applicable provisions of the city's conservation district design guidelines.

Sec. 34-343. Standards for review of demolition, razing or moving of a contributing structure.

The following factors shall be considered in determining whether or not to permit the demolition, razing or moving, in whole or in part, of a contributing structure:

- (1) The historic, architectural or cultural significance, if any, of the specific building or structure, including, without limitation:
 - a. The age of the building or structure;
 - b. Whether it has been listed on the National Register of Historic Places, or listed on the Virginia Landmarks Register;
 - c. Whether, and to what extent, the building or structure is associated with an historic person, architect or master craftsman, or with an historic event;
 - d. Whether the building or structure, or any of its features, represent an infrequent or the first or last remaining example within the city of a particular architectural style or feature;
 - e. The degree to which distinguishing characteristics, qualities, features or materials remain;
- (2) Whether, and to what extent, a contributing structure is linked, historically or aesthetically, to other buildings or structures within the conservation district, and whether the proposed demolition would affect adversely or positively the historic or aesthetic character of the district;
- (3) The overall condition and structural integrity of the building or structure, as indicated by studies prepared by a qualified professional engineer and provided by the applicant, or other information provided to the BAR;
- (4) Whether, and to what extent, the applicant proposes to preserve portions, features or materials that are significant to the property's historic, architectural or cultural value; and
- (5) Any applicable provisions of the city's conservation district design guidelines.

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

~~The same requirements and procedures specified in~~ An approved certificate of appropriateness shall be and remain valid for the same time period(s) and under the same circumstances as set forth within section 34-280. shall apply.

Sec. 34-345. Application procedures.

- (a) ~~Applications shall be submitted to the director by a property owner, contract purchaser, or lessee of the property, or by the authorized agent of any such person. Each application shall be accompanied by the required application fee, as set forth within the most recent zoning fee schedule approved by city council.~~

[A landowner who proposes to initiate any action\(s\) referenced in sec. 34-340 shall contact the NDS Director and shall submit information sufficient to allow the](#)

director to render a preliminary determination as to whether a certificate of appropriateness is required, and if so, whether the COA must be reviewed by the BAR or may be reviewed administratively pursuant to sec. 34-346.

(b) If the NDS Director determines that review and approval by the BAR is required, then a complete application shall be submitted to the director, including all of the following information:

- (1) A written description of proposed exterior changes;
- (2) A general sketch plan of the property including: the location of existing structures; property and setback lines; and any proposed new construction, additions or deletions, parking areas, and fences;
- (3) The total gross floor area of the existing building and of any proposed additions;
- (4) Elevation drawings depicting existing conditions and proposed exterior changes;
- (5) Photographs of the subject property in context of the buildings on contiguous properties;
- (6) In the case of a demolition request where structural integrity is at issue, the applicant shall provide a structural evaluation and cost estimates (unless the building is the applicant's primary residence) for rehabilitation, prepared by a professional engineer.

Applications shall be submitted to the director by a landowner or authorized agent (such as a person authorized under a power of attorney, or a contract purchaser) or a lessee of the property, or lessee's authorized agent.

~~(b) The director shall require the applicant to submit sufficient information for the a preliminary review to make a determination whether further review and a certificate of appropriateness is required.~~

~~If the director determines that review and approval by the BAR is required, then the applicant shall submit a complete application that includes the following information:~~

- ~~(1) A written description of proposed exterior changes;~~
- ~~(2) A general sketch plan of the property including: the location of existing structures; property and setback lines; and any proposed new construction, additions or deletions, parking areas, and fences;~~
- ~~(3) The total gross floor area of the existing building and of any proposed additions;~~
- ~~(4) Elevation drawings depicting existing conditions and proposed exterior changes;~~
- ~~(5) Photographs of the subject property in context of the buildings on contiguous properties;~~
- ~~(6) In the case of a demolition request where structural integrity is at issue, the applicant shall provide a structural evaluation and cost estimates (unless the building is the applicant's primary residence) for rehabilitation, prepared by a professional engineer.~~

(c) Each application shall be accompanied by the required application fee, as set forth within the most recent zoning fee schedule approved by city council, except that no fee shall be required for any of the following:

- (1) an application subject to administrative review under sec. 34-346,
- (2) an application subject to BAR review (other than an application seeking a COA for new construction or demolition of a contributing structure, which shall be subject to the required application fee); and
- (3) an appeal of a BAR decision to city council pursuant to sec. 34-347(a), if the original application seeking approval of a COA was not subject to an application fee.

Sec. 34-346. Administrative review

- (a) The director of neighborhood development services may review, and may approve or deny, or may refer to the full BAR for review and approval, the following types of applications for certificates of appropriateness:
 - (1) Fences;
 - (2) Applications that have previously been reviewed by the BAR, if the BAR has authorized final review by the director;
 - (3) Applications for minor accessory buildings or additions, after consultation with the Chair of the BAR.
- (b) In reviewing an application for a certificate of appropriateness, the director of neighborhood development services shall be deemed the agent of the BAR and shall apply the same criteria and design guidelines that the BAR must use in its review process.
- (c) Within ten (10) working days after the date an application is submitted, the director of neighborhood development services shall take one of the following actions: approve, deny, or refer the COA to the BAR for action.
- (d) Upon approval of an application by the director of neighborhood development services, the director shall issue the approved certificate. If the application is denied, the director shall convey written notice of this decision to the applicant, which notice shall set forth the specific reasons for the denial, with reference to specific provisions of this ordinance or applicable design guidelines. The director shall inform the BAR of his administrative decisions at the next regular meeting following the date of such decisions.
- (e) Following a decision of the director of neighborhood development services upon an application, the applicant, or any other aggrieved party, may appeal that decision to the BAR within ten (10) working days from the date of the director's decision.
- (f) In considering an appeal from a decision of the director of neighborhood development services, the BAR shall review the application as if the application had come before it in the first instance. In an appeal the BAR may consider any information or opinions relevant to the application, including, but not limited to, those provided by the director.

Sec. 34-346 ~~347~~. Approval or denial of applications by BAR.

- (a) The BAR shall afford each applicant, and any other interested party, an opportunity to be heard, prior to rendering its decision on any application. The director of neighborhood development services shall send written notice of the time, date, place and subject of a meeting to the applicant, or his agent, and to each property owner, or his agent, abutting or immediately across a street or road from the property that is the subject of the application, and to all properties having frontage along the same city street block. Notice sent by first class mail to the last known address of such owner or agent, as shown on the city's current real estate assessment books, postmarked not less than fourteen (14) days before the meeting, shall be deemed adequate. Additionally, a sign shall be posted at the property which is the subject of the application, at least ten (10) days prior to the BAR's meeting, and identifying the time, date, place and nature of the application which has been scheduled for a hearing.
- (b) Failure of the BAR to act on an application submitted under this division, and determined by the director to be subject to BAR review, within ~~sixty (60)~~ thirty (30) days after receipt thereof shall be deemed approval.
- (c) Upon BAR approval of an application, the director shall issue the approved certificate. Upon denial of an application (approval of an application with conditions over the objections of the applicant shall be deemed a denial), the applicant shall be provided written notice of the decision, including a statement of the reasons for the denial or for the conditions to which the applicant objects.

Sec. ~~34-347~~ 34-348. Appeals.

(a) A decision of the BAR may be appealed to city council by the applicant, or any other aggrieved person, by filing a written notice of appeal within ten (10) days from the date of decision. An appellant shall set forth, in writing, the grounds for an appeal, including the procedure(s) or standard(s) alleged to have been violated or misapplied by the BAR, and/or any additional information, factors or opinions he or she deems relevant to the application. The applicant, or his agent, and any aggrieved person, shall be given an opportunity to be heard on the appeal.

(b) In any appeal the city council shall consult with the BAR and consider the written appeal, the criteria set forth within section 34-276 or 34-278, as applicable, and any other information, factors, or opinions it deems relevant to the application.

(c) A final decision of the city council may be appealed to the Charlottesville Circuit Court by the owner of the land for which the certificate of appropriateness is sought, ~~subject property to the Circuit Court for the City of Charlottesville~~, by filing with the court a petition setting forth the alleged illegality of the action taken. Such petition must be filed with the Circuit Court within thirty (30) days after council's final decision. The filing of the petition shall stay the council's decision pending the outcome of the appeal; except that the filing of the petition shall not stay a decision of city council denying permission to demolish a building or structure.

(d) Any appeal which may be taken to the Circuit Court from a decision of the city council to deny a permit for the demolition of a building or structure shall not affect the right

of the property owner to make the bona fide offer to sell as described in section 34-286(d) and section 34-286(e).

Sec. ~~34-348~~ 34-349. Responsibilities of BAR.

With respect to conservation districts, the city's BAR shall oversee the administration of this division. In addition to any other responsibilities assigned to the BAR within this division, or in section 34-288, the BAR shall:

- (1) Recommend surveys of potential conservation districts, and recommend properties for inclusion in, or deletion from, conservation districts.
- (2) Develop and recommend to the city council for council's approval design guidelines for the city's conservation districts ("conservation district design guidelines"), consistent with the purposes and standards set forth within this division. Conservation district design guidelines shall have the status of interpretive regulations. The BAR shall undertake a comprehensive review and shall update the conservation district guidelines at least once every five (5) years.

Sec. ~~34-349~~ 34-350. Reserved.

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**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	April 17, 2017
Action Required:	Approve Resolution to Update Historic Conservation (HCV) District Design Guidelines
Presenter:	Mary Joy Scala, Preservation & Design Planner, Department of Neighborhood Development Services (NDS)
Staff Contacts:	Alex Ikefuna, Director NDS
Title:	Historic Conservation District Design Guidelines - 2017 Update

Background:

The Charlottesville Board of Architectural Review (BAR) is recommending certain revisions to the Historic Conservation (HCV) District Design Guidelines. The HCV District ordinance was created on March 16, 2009 to allow a second, less stringent type of local historic district to supplement the Architectural Design Control (ADC) District. The original HCV District Design Guidelines were adopted at the same time as the ordinance. The guidelines are required to be reviewed by the BAR and updated every five years.

The recommended updates would keep the guidelines consistent with the HCV District ordinance, which Council recently amended.

Discussion:

The process to amend the Historic Conservation District Guidelines is a recommendation from the BAR, followed by City Council review and approval. The BAR discussed the guidelines changes at a work session on January 5, 2017, and unanimously recommended the proposed changes to City Council on January 17, 2017. Most of the BAR's recommended changes are clarifications. The only substantive change to the guidelines is that painting of unpainted brick is discouraged.

Following the public hearing on March 14, 2017 for the ordinance amendments, the proposed guidelines language was adjusted to be consistent with the planning commission recommendation that unpainted masonry (in addition to brick) should not be painted.

In addition to specific changes to the guidelines for New Construction and Additions (note there are no proposed changes to guidelines for Demolitions), the BAR added a new "Introduction" section, and a section called "Adopted Historic Conservation Districts" that combines in one location the district map and other information for each adopted district. (Attachment 1.)

Alignment with City Council's Vision and Strategic Plan:

The project supports City Council's Vision, specifically "Charlottesville Arts and Culture."

It contributes to Goal 2 of the Strategic Plan, "Be a safe, equitable, thriving and beautiful community," specifically Objective 2.5, "Provide natural and historic resources stewardship;" and Objective 2.6 "Engage in robust and context-sensitive urban planning."

Community Engagement:

Public notice was provided for the BAR work session on January 5, 2017, and regular meeting on January 17, 2017, when the proposed guidelines changes were discussed. There has been little public comment. A resident of the Woolen Mills District, who attended the work session, urged the BAR to remember the original intent of the Historic Conservation Districts, and not make the ordinance more stringent.

Budgetary Impact:

The proposed updates have no budgetary impact.

Recommendation:

Staff recommends that City Council should approve the 2017 updates to the Historic Conservation District Design Guidelines as submitted.

Alternatives:

City Council may approve the updates to the Historic Conservation District Design Guidelines as submitted, or may approve them with edits, or may deny the proposed changes.

Potential consequences of not acting on the proposed updates are that the Design Guidelines would be inconsistent with the Historic Conservation District ordinance, and the ordinance would be difficult to administer.

Attachments:

1. Proposed Historic Conservation District Design Guidelines – marked-up copy with ~~language to be removed~~ and language to be added

Attachment 1.

Charlottesville Historic Conservation District Design Guidelines
Proposed revisions for City Council approval

INTRODUCTION

The “Historic Conservation District” designation is intended to protect the character and scale of the more modest historic Charlottesville neighborhoods that are facing tear-downs and increased development, without imposing excessive requirements on the current residents who may want to remodel their homes. Therefore, the ordinance regulations and the following guidelines focus on preventing demolitions of historic buildings, and preventing construction of inappropriate new buildings and additions. Modern and sustainable, energy-efficient construction is encouraged when done thoughtfully in concert with older structures.

A Historic Conservation District is different from an Architectural Design Control (ADC) District in three main respects: (1) Unlike in an ADC District, where review is required of all exterior changes to existing buildings, in a Historic Conservation District no approval is required from the Board of Architectural Review (BAR) for certain smaller structures, additions, and demolitions that are not in view of a public street; (2) The Historic Conservation District Design Guidelines have been greatly condensed and simplified; and (3) The residents of a Historic Conservation District help identify architectural character-defining features (included in these Design Guidelines) to be referenced and reinforced when applying the Design Guidelines.

A map of each designated Historic Conservation District is included in these Design Guidelines, with each structure determined to be either contributing or non-contributing. A non-contributing building or structure does not require BAR approval prior to demolition. Otherwise, both contributing and non-contributing buildings and structures follow the same design review process.

The following Design Guidelines offer general recommendations on the design for all new buildings and additions in Charlottesville’s Historic Conservation Districts. The guidelines are flexible enough to both respect the historic past and to embrace the future. The intent of these guidelines is not to be overly specific or to dictate certain designs to owners and designers. The intent is also not to encourage copying or mimicking particular historic styles. These guidelines are intended to provide a general design framework for new construction. Designers can take cues from the traditional architecture of the area and have the freedom to design appropriate new architecture for Charlottesville’s historic districts.

The Design Guidelines are based on the Secretary of Interior’s Standards for Rehabilitation, which are intended to assist the long-term preservation of a property’s significance through the preservation of historic materials and features.

Charlottesville Historic Conservation District Design Guidelines

NEW CONSTRUCTION AND ADDITIONS

Building Location – setback and ~~orientation~~ spacing

1. Align a new building close to the average building setback line on the same street, if established, or consistent with the surrounding area.
2. Maintain ~~existing consistency in~~ average spacing between buildings on the same street.
3. ~~The front elevation should be respectful of the neighborhood characteristics and features of adjacent buildings.~~

Building Scale – height and massing

1. Keep the footprint, and massing of new buildings consistent with the neighborhood characteristics and compatible with the character of buildings on the same street.
2. Keep the height and width of new buildings within the prevailing average height and width. Exceptions up to 200% of the prevailing height and width in the surrounding neighborhood may be approved when contextually appropriate.
3. An addition needs to be perceived as an addition and therefore should not visually overpower the existing building in scale and design.
4. An accessory building should appear secondary to the main building in scale and design.
- 4.5. Multi-lot Larger buildings (commercial or multi-family) otherwise permitted by zoning should be designed and articulated to be compatible with the scale of the majority of adjacent buildings on the same street or block.

Building Form – roofs and porches

1. Roof forms should ~~be respectful of~~ reference contributing buildings on the same street or surrounding area. Other roof forms may be approved when contextually appropriate.
2. If many of the contributing buildings on the same street have porches, then the design of a new residence should include including a porch or similar form of similar width and depth. ~~in the design of a new residence is strongly recommended.~~

Building Openings – orientation, doors and windows

1. A single entrance door (~~or both doors, if a two-family dwelling~~, or main entrance ~~if of~~ a multifamily dwelling) facing the street is recommended.
2. Window and door patterns and the ratio of solids (wall area) to voids (window and door area) of new buildings should be compatible with contributing buildings in the surrounding area.
3. Windows should be simple shapes compatible with those on contributing buildings, ~~and should be oriented vertically (taller than they are wide).~~ which are generally vertically oriented in residential areas.

Building Materials and Textures

1. The selection of materials and textures for a new building should relate architecturally to the ~~district, Charlottesville locality,~~ and should be compatible with and complementary to neighboring buildings.
2. Sustainable Long-lasting, durable and natural materials are preferred, including brick, wood, stucco, and cementitious siding ~~and trim~~, and standing seam metal roofs. Clear glass windows (VLT of 70% or more) are preferred.

Building Paint

1. ~~The selection and use of colors for a new building should be coordinated and compatible with adjacent buildings, not intrusive.~~

~~2. More lively color schemes may be appropriate in certain sub-areas dependent on the context of the sub-areas and the design of the building.~~

1. Painting unpainted brick or other masonry is discouraged because it is irreversible and may cause moisture problems.

Site

1. Fences or walls ~~in front yards~~ that abut a street (including or fences located in the a side yards between the a street and the front of the house principal structure on a lot) should not exceed three and one-half feet in height.

DEMOLITIONS

The following factors shall be considered in determining whether or not to permit the demolition, partial demolition, encapsulation, or moving of a contributing structure:

1. The age of the structure or building;
2. Whether it has been listed on the National Register of Historic Places, or the Virginia Landmarks Register;
3. Whether, and to what extent, the building or structure is associated with an historic person, architect or master craftsman, or with an historic event;
4. Whether the building or structure, or any of its features, represent an infrequent or the first or last remaining example within the city of a particular architectural style or feature;
5. The degree to which distinguishing characteristics, qualities, features or materials remain;
6. Whether, and to what extent, a contributing structure is linked, historically or aesthetically, to other buildings or structures within the conservation district; and whether the proposed demolition would affect adversely or positively the character of the district.
7. The overall condition and structural integrity of the building or structure, as indicated by a study prepared by a qualified professional engineer and provided by the applicant (may be waived if primary residence of applicant); or other information provided to the board.
8. Whether, and to what extent, the applicant proposes to preserve portions, features or materials that are significant to the property's historic, architectural or cultural value.
9. The public necessity of the proposed demolition and the public purpose or interest in buildings to be protected.

ADOPTED HISTORIC CONSERVATION DISTRICTS

For each adopted Historic Conservation District, this section includes:

- A list of defined architectural character-defining features (See Sec.34-336(b));
- A list of identified properties that may potentially qualify as Individually Protected Properties (see Sec. 34-338(b); and
- A map that outlines the boundaries of the district, and identifies which structures are contributing or non-contributing (see Sec. 34-337).

1. MARTHA JEFFERSON Historic Conservation District
Adopted October 18, 2010

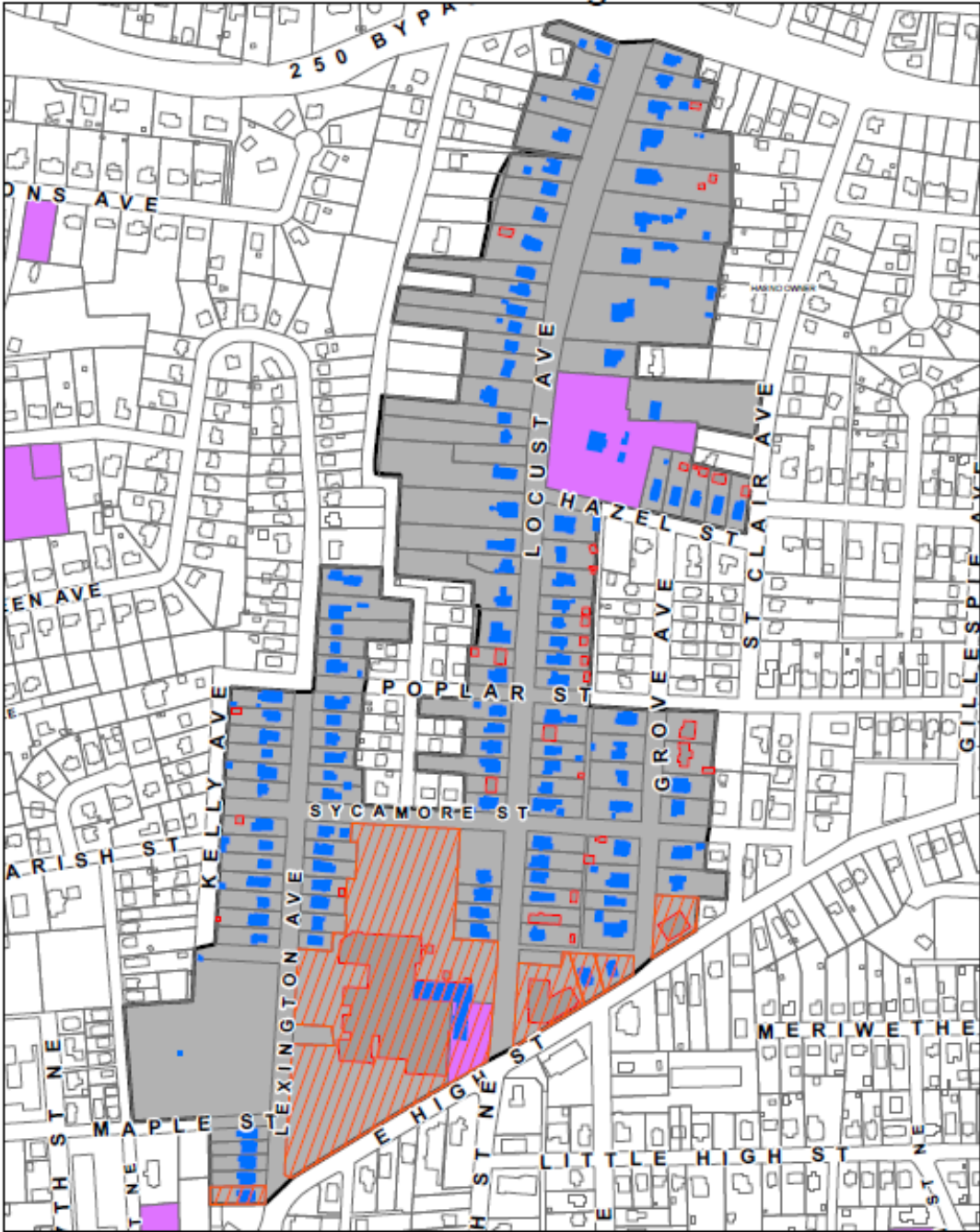
Architectural character-defining features:

1. Encourage one-story front porches;
2. Encourage garages to be located in the rear yards;
3. The levels of a building's stories should be consistent with those on surrounding structures with respect to the natural grade [for example, a first floor should not be raised so that it is higher than most surrounding first floors];
4. Do not exclude well-designed, new contemporary architecture [there may be a misconception that only historic-looking new buildings are permitted];
5. Encourage standing seam metal roofs;
6. Maintain and encourage tree canopy [Maintain the existing tree canopy and encourage new large shade trees];
7. The following *Historic Conservation Overlay District* Design Guidelines are especially pertinent: maintain neighborhood massing and form; encourage the use of sustainable materials; and limit the height of fences in front yards to 3 ½ feet in height.
8. Regarding the future development of the hospital properties, the neighborhood's focus has been: not to tear down the old houses; to encourage low density residential development north of Taylor Walk (with the suggestion that Taylor Street be reinstated); and to expect the High Street area to develop as a sensitively designed, high-quality, mixed use development;
9. Encourage good stewardship of Maplewood Cemetery.

Potential Individually Protected Properties:

No additional structures that may potentially qualify for designation as Individually Protected Properties (IPP) IPP structures have been identified.

Proposed Historic Conservation Overlay District for the Martha Jefferson Neighborhood



Legend

- MJ-Hospital-Conservation District
- Individually Protected Properties
- Contributing Structures
- Non Contributing Structures
- EC District

1 inch = 400 feet

City of Charlottesville
 Department of Neighborhood Development Services
 September 2010

2. RUGBY ROAD Historic Conservation District
Adopted September 2, 2014

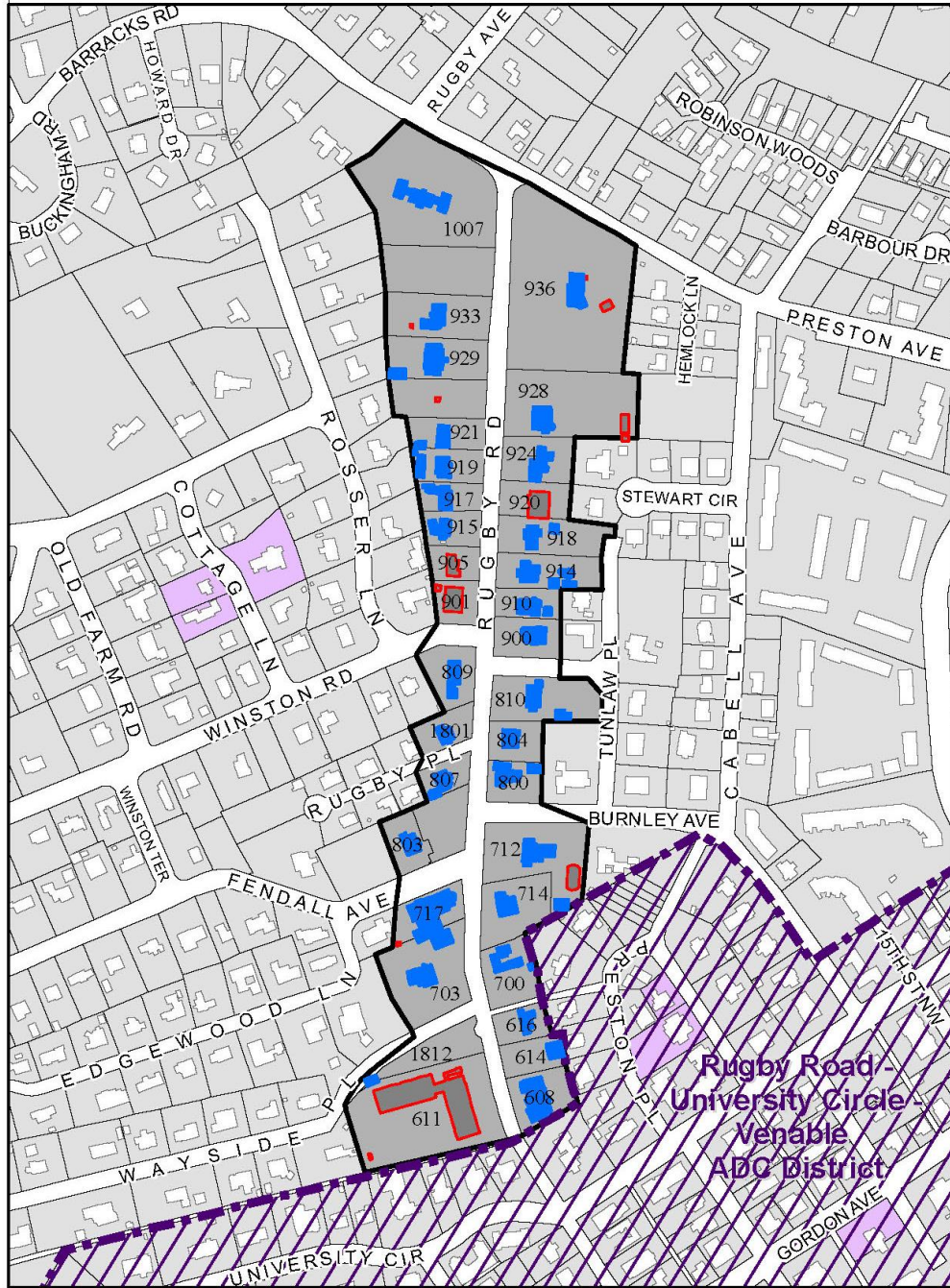
Architectural character-defining features:

1.5, 2.0, or 2.5 story dwellings with stucco, red brick or painted brick, or wood siding,
Front porticos or porches,
Slate shingle roofs, gable or hipped roof forms, roof dormers,
Contributing outbuildings, and deep-set, planted front yards mostly unpaved with no visible
garages.

Potential Individually Protected Properties:

Structures that may potentially qualify for designation as Individually Protected Properties (IPP)
are identified as: 712, 924, 928, 929, 933, 936, and 1007 Rugby Road.

Proposed Rugby Road Historic Conservation District



Legend

- Non Contributing Structure
- Contributing Structure
- Individually Protected Property
- Conservation District Boundary
- 123 Property Address

 1 inch = 375 feet
 City of Charlottesville Neighborhood
 Development Services
 July 8, 2014

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	April 17, 2017
Action Required:	Adoption of a Resolution Initiating Planning Commission and Public Review of Legal Audit of the Zoning Ordinance (zoning text amendments)
Presenter:	Craig Brown, City Attorney
Staff Contacts:	Lisa Robertson, Chief Deputy City Attorney
Title:	Recodification and Audit of Chapter 34 of the City Code (Zoning)

Background:

Periodically, the City Attorney’s office conducts a legal review of all of the various chapters of the City Code, and recommends changes as necessary to conform code provisions to applicable requirements of state enabling legislation, to applicable state and federal law (as reflected in court decisions), and to reorganize and edit text so that provisions will be clear and user-friendly. This review process, referred to as a “recodification” is currently underway within the city attorney’s office. *(FYI, the 1976 City Code was re-codified in 1990 (after 14 years). The 1990 City Code—the edition currently in effect—is now 27 years old; however, the Zoning Ordinance was previously comprehensively reviewed and updated in 2003 (13 years ago)).*

Recodification of the zoning ordinance, including substantive changes, is a unique process, because zoning text amendments require a special public hearing process. The City Attorney’s office has completed its audit of Chapter 34 of the City Code (Zoning) and now requests City Council to consider referring the recommended changes to the Planning Commission to (i) set a date for and to conduct a joint public hearing, and (ii) to review the Legal Audit and make its recommendations to City Council on the document.

Discussion:

The portions of Chapter 34 which are proposed by the City Attorney’s Office to be edited, deleted or added are set forth within a large edited manuscript which has been posted on the city’s website since the last week of February 2017, at the NDS page (under “What’s Hot”): <http://www.charlottesville.org/departments-and-services/departments-h-z/neighborhood-development-services/zoning/legal-review-2017>

Also posted at that location are (i) a document that explains how the city attorney’s office approached its review of Chapter 34 (“Approaches to Legal Updates”), and (ii) a “Questions and Corrections” document that responds to a number of comments that the City Attorney’s Office has been receiving, on an ongoing basis, since the manuscript was posted back in February. The Questions and Corrections document will continue to be updated throughout the review process

(not more than weekly). We encourage everyone to review the Q&C document.

Alignment with Council Vision Areas and Strategic Plan:

Keeping the City's ordinances updated is a very important strategy in implementing Council's Vision, Strategic Plan, and (specific to the zoning context) the City's Comprehensive Plan.

Community Engagement:

By resolution adopted in September 2016, City Council publicly directed that the legal updates should be brought forward as the first phase of a larger review of the City's zoning ordinance, and requested that the Legal Audit be completed by March 2017. The Legal Audit was delivered to the Planning Commission at its workshop meeting at the end of February 2017, and was posted on the NDS web page within 48 hours.

To date, the City Attorney's Office has received some helpful input from the legal liaison of CADRE (Charlottesville Area Developers Roundtable), and from the legal team at the Southern Environmental Law Center. Planning Commission and City Council were previously provided the link to the NDS web page so that the documents could be shared with any interested parties. At City Council's first meeting in March 2017, NDS staff and the Planning Commission presented the first Quarterly Report on the progress of the Comprehensive Plan 5-year review/ Code Audit process, and staff noted during its public presentation that the Legal Audit was available on the website for public review and comment.

Initiation of a public hearing process for the Legal Audit will allow additional public comment and refinement of wording over the course of the next 100 days, and will allow the updates to be brought forward to City Council for final action consistent with the timeline established with Council's September 2016 Resolution. Following any updates that may be enacted by City Council at the conclusion of this process, any and all provisions of the zoning ordinance can be re-visited, and further refined, over the course of the Planning Commission's ongoing project for the 5-year review of the Comprehensive Plan, and subsequent zoning ordinance updates as may be necessary or desirable for implementation of the updated Comprehensive Plan.

Budgetary Impact: None

Recommendation: Approval of the attached Resolution initiating zoning text amendments

Alternatives:

City Council is not required to consider updating the zoning ordinance, but has previously requested that the Legal Audit be completed and that the City Attorney's recommended changes should be brought forward through a public hearing process on the timeline in which they have been submitted. Council's request coincides with the City Attorney's desire to update Chapter 34 as part of the larger re-codification project that is underway. Council may change the timeline set forth within the September 2016 Resolution for completion of the Legal Audit, if it desires to do so.

Attachment:

Proposed Resolution

**RESOLUTION
INITIATING ZONING TEXT AMENDMENTS
TO AMEND AND RE-CODIFY CHAPTER 34 OF THE CODE OF THE CITY OF
CHARLOTTESVILLE (1990) (ZONING)**

BE IT RESOLVED by the City Council of the City of Charlottesville that City Council hereby finds and determines that certain amendments of Chapter 34 (Zoning) of the City Code are required by the public necessity, convenience, general welfare or good zoning practice, and therefore, City Council hereby initiates such zoning text amendments, as set forth within the Legal Audit which has been presented by the City Attorney's Office, and City Council hereby refers the proposed Legal Audit to the Planning Commission for its review and recommendations, and for a joint public hearing with City Council. The Commission is requested to report its recommendations back to City Council within 100 days after its first regular meeting following the date of this resolution, in accordance with Va. Code Sec. 15.2-2285.

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**CITY OF CHARLOTTESVILLE, VIRGINIA.
CITY COUNCIL AGENDA**



Agenda Date:	April 17, 2017
Action Required:	Approval of Resolution
Staff Contacts:	Stacy Pethia, Housing Program Coordinator
Presenter:	Stacy Pethia, Housing Program Coordinator
Title:	Allocation of Charlottesville Affordable Housing Fund (CAHF) for Thomas Jefferson Community Land Trust site acquisition and development -- \$240,000

Background:

The Thomas Jefferson Community Land Trust (TJCLT) is seeking assistance through the Charlottesville Affordable Housing Fund (CAHF) for the acquisition and development of four (4) parcels located on Nassau Street. The parcels, once developed, will provide affordable homeownership opportunities for lower-income families (with household incomes less than 80% of area median income) within the City of Charlottesville. A copy of the TJCLT's proposal is attached.

Discussion:

The TJCLT makes homeownership affordable for low-income homebuyers by relieving the cost of land from the purchase price of a home. Under the community land trust model, the TJCLT maintains ownership of the land conveying use of the land and associated structures to qualifying homeowners via a 90-year ground lease. The land trust model allows low-income homeowners to enjoy the benefits of homeownership, including increasing household wealth, while maintaining the affordability of the property for future homebuyers. The TJCLT is actively working to increase the number of land trust properties located within the City of Charlottesville. To that end, the TJCLT is requesting CAHF assistance, in the amount of \$240,000, for the purchase and development of four vacant parcels (Section 3 Lots 5, 6, 7 and 8) located on Nassau Street. A brief overview of their proposed project can be found below:

Project Description:

The TJCLT will purchase four undeveloped parcels on Nassau Street, and partner with Habitat for Humanity of Greater Charlottesville (Habitat) during the development phase. Habitat will

construct four (4) single family homes affordable to households with incomes less than 80% of area median income (AMI).

Project Budget:

Nassau Street, Section 3 Lots 5, 6, 7, and 8	
Lot acquisition	\$120,000
Construction of single family homes	\$120,000
Total	\$240,000

Identification of Homebuyers:

Habitat will identify four (4) homebuyers through their program. Habitat will ensure household incomes meet the affordability requirement of less than 80% AMI. Current City of Charlottesville residents will be given priority during the selection process.

Maintaining Affordability of Units:

The financing model used by Habitat--direct mortgages, appreciation sharing, right of first refusal and deed restrictions--provides the affordability mechanisms necessary to qualify Habitat housing units as “supported affordable housing” per City policy. The community land trust model further enhances the long-term affordability of housing units 1) by removing the cost of the land from the home purchase price, and 2) by retaining ownership of the land via a 90-year ground lease. Accordingly, the proposed project will help the City toward its goal of incorporating 15% supported affordable housing throughout the City.

Project Timeline:

The TJCLT and Habitat anticipate completing the construction of all four (4) homes within twelve (12) months from the date CAHF funding is received.

Organizational Capacity:

The TJCLT is working with Leadership Charlottesville Class of 2017 and the Thomas Jefferson Planning District Commission, to develop a scope of work, budget and timeline for the hiring of a part-time Executive Director. Primary responsibilities of the position include: strategic planning for the organization, fundraising, and managing the TJCLT’s land acquisition and development activities. The TJCLT anticipates funding the position with a recently awarded \$100,000 matching grant. Expected start date for the Executive Director is July 2017. Until that time, the TJPDC will provide management and leadership support to the organization.

Currently, the TJCLT has six (6) houses in its portfolio, providing safe, affordable housing for 24 individuals. Providing CAHF support to the TJCLT will allow the organization to assist an additional four (4) low-income families achieve the dream of homeownership, as well as meeting several important affordable housing outcomes:

1. Creating a sustainable and permanent housing resource in the City, which will provide affordable homeowner opportunities for multiple families over time;

2. Permanently adding to the stock of affordable single-family homes for purchase in the City of Charlottesville.

Additionally, such support aligns with the Housing Advisory Committee recommendations from the Charlottesville Comprehensive Housing Market Analysis presented to City Council on November 21, 2016.

Community Engagement:

None.

Alignment with City Council Vision and Strategic Plan:

This proposal aligns directly with the City Council Vision for Charlottesville to provide quality housing opportunities for all. The proposed project also supports the Strategic Plan's Goal 1.3: Increase affordable housing options. Additionally, this proposal supports a number of objectives from the Comprehensive Plan, specifically goals 2.1 (continue to work towards the City's goal of 15% supported affordable units) and 4.3 (promote the long-term affordability of units).

Budgetary Impact:

No additional funding is required, and the proposed project will require \$240,000 from previously appropriated CAHF funds.

Recommendation

Staff recommends approval of the attached resolution. The proposed project will increase affordable housing in the City, as well as create an affordable homeownership opportunity for low/moderate income families well in to the future.

Alternatives:

Council could elect not to fund this request and/or to reduce funding below the recommended amount; however, this would impact the City's ability to invest in, and increase, the supply of supported affordable housing units.

Attachments:

TJCLT proposal.
Resolution

RESOLUTION

**Allocation of \$240,000 from the Charlottesville Affordable Housing Fund (CAHF)
for the Purchase and Development of Properties on Nassau Street
by the Thomas Jefferson Community Land Trust**

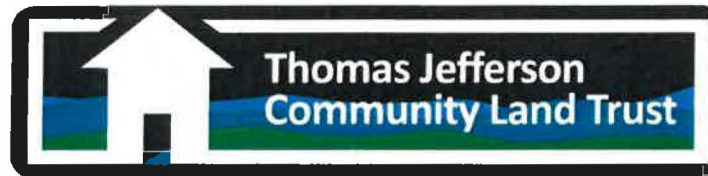
BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$240,000 is hereby allocated from previously appropriated funds in the Charlottesville Affordable Housing Fund to the Thomas Jefferson Community Land Trust for costs related to land acquisition of land and construction of four (4) homes on Nassau Street for an affordable homeownership project.

Fund: 426

Project: CP-084

G/L Account: 530670

Thomas Jefferson Community Land Trust \$240,000



Tuesday, March 28, 2017

CAHF Funding Proposal, Nassau St. Lots.

CITY OF CHARLOTTESVILLE, VIRGINIA

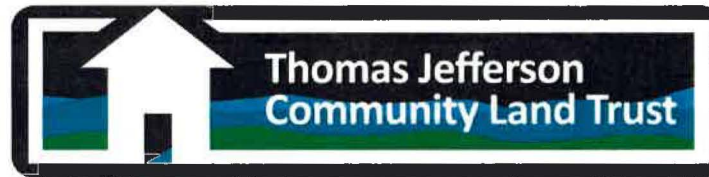
Background

The Thomas Jefferson Community Land Trust (TJCLT) (**Exhibit "A"**) makes homeownership a possibility for homebuyers by relieving the cost of land from the purchase price of a home. TJCLT maintains ownership of the land while the homeowner owns the house. Use of the land is conveyed to qualified homeowners by means of a 90-year ground lease that assures long-term stability and security. The land trust is designed so that its homeowners not only benefit from homeownership but also pass the affordability of the property on to the next owner. Funds invested in the land trust model create a lasting and sustainable resource of affordable housing. TJCLT is growing its portfolio of single family properties and program participants. Program participants must meet low to moderate income requirements.

We are seeking Two Hundred and Forty Thousand Dollars (\$240,000.00) from the City of Charlottesville for the purchase of four (4) building lots on Nassau St.

Project Description and Matrix

- The TJCLT shall purchase four (4) undeveloped lots (raw) on Nassau Street. from Franklin Street Land Trust III as per the terms and conditions of the attached Contract of Purchase dated 03/08/17.
- The TJCLT shall enter into the attached agreement dated 03/22/17 with Habitat for Humanity of the Greater Charlottesville Area (Habitat).
 - Habitat shall develop the lots per the terms and conditions of the agreement.
 - TJCLT shall reimburse Habitat for the costs to develop (COD) per the terms and conditions of the agreement.
 - Habitat shall secure the fund to construct four (4) single family homes for sale to families (residents) with incomes of 80% or less of the area median income.
 - Habitat shall construct four (4) single family affordable homes as per agreement.
 - Habitat shall identify four (4) families to purchase the homes through the Habitat program. Families will have incomes of 80% or less of the area median income.
 - TJCLT shall own and be the stewards of the four (4) lots.
 - TJCLT shall enter a ninety (90) year lease with the purchasers, which will



outline the resale and appreciation sharing terms and conditions.

Project Budget

Project Budget	
Nassau St. Sec. #3 Lots 5,6,7 &8 Purchase	
TJCLT Land/Lot acquisition, 4 lots =	\$120,000.00
TJCLT cost of development to Habitat, 4 lots =	\$120,000.00
Total funding request, acquisition & development.	\$240,000.00

Recipients and Results

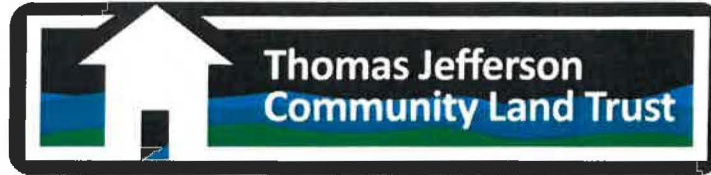
- The recipients shall be Four (4) families (residents) with incomes of 80% or less of the area median income.
- The results shall be Four (4) families achieving the dream of home ownership!
- Every effort will be made to identify current residents of the City of Charlottesville as the homebuyers.

Why Community Land Trusts (CLT's) matter!

- CLT's create affordable housing while still allowing low-income residents to build equity as homeowners.
- Moreover, because the CLT retains ownership of the land, the housing remains permanently affordable, even as the, original owner sells and move on to bigger and better opportunities.
- The long-term, continuing affordability makes CLT's an efficient use of affordable housing funds.

Project Timeline

- The TJCLT & Habitat projects to deliver within Six (6) to Twelve (12) months of receipt of funds, Four (4) new homes for families (residents) with incomes of 80% or less of the area median income.



TJCLT is committed to creating and growing its capacity.

- TJCLT shall hire a part time Executive Director (ED) with available funds. The tasks and deliverables of the ED shall include but not be limited to the following:
 - Manage the land trusts
 - Community Outreach and Education
 - Fundraising and Donor Relations
 - Legal Compliance
 - Financial Management
 - Board Relations and Development
 - Administration
 - Strategic / Policy Planning and Development

- TJCLT is currently considering the attached proposal recommending that the Thomas Jefferson Planning District Commission (TJPDC) provide Executive Director services to the TJCLT for a Two (2) year period.

Respectfully submitted,

Authentisign
Greg Slater
3/28/2017 12:43:08 PM EDT

03/28/2017

Mr. Greg Slater, Vice Chairmen
Thomas Jefferson Community Land Trust

Date

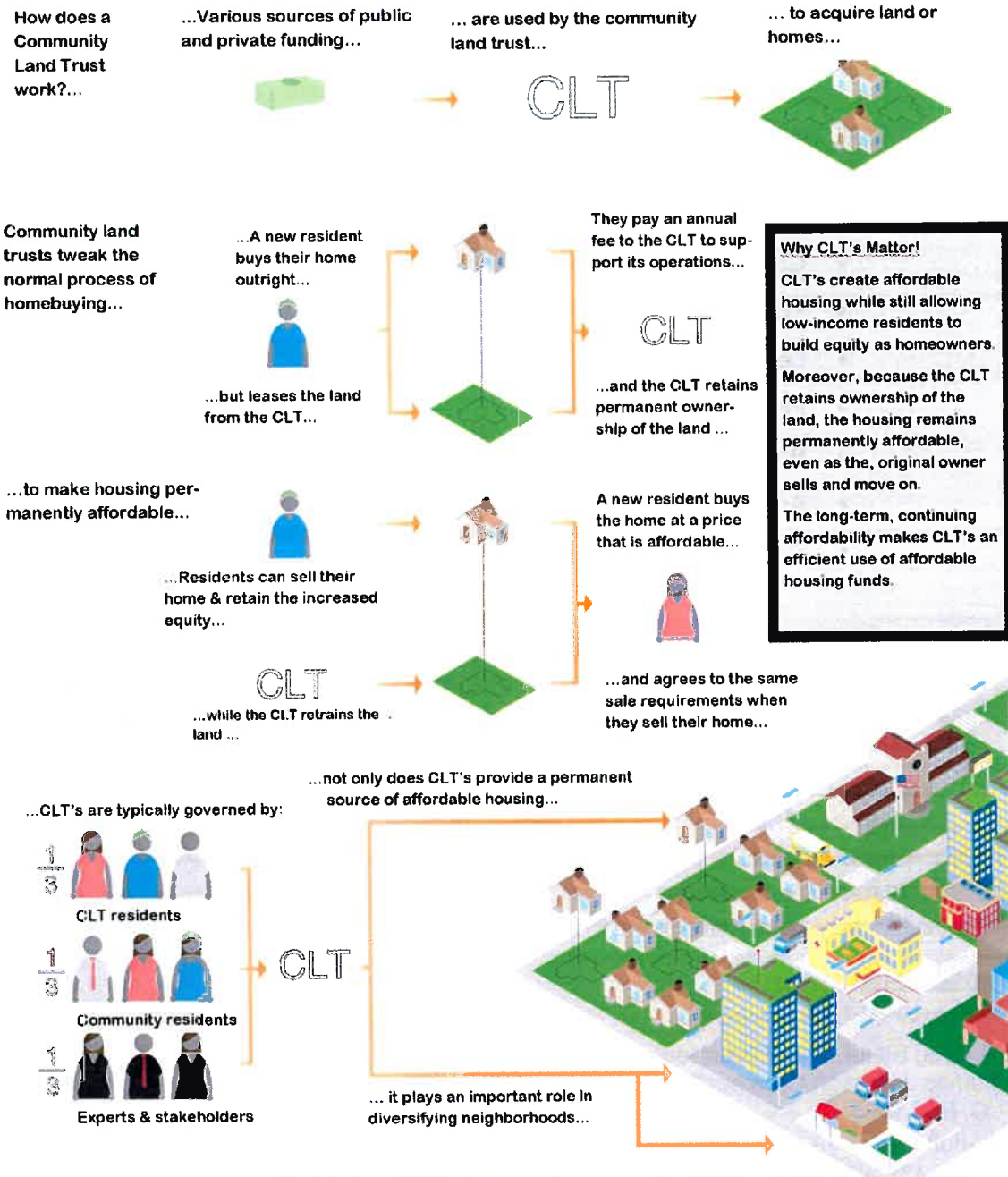
Contact Information

Mr. Frazier Bell, Chairmen
Mr. Greg Slater, Vice Chairmen
Thomas Jefferson Community Land Trust
P.O. Box 1601
Charlottesville, VA 22902
Phone: 434-422-4822



Exhibit (A)

Thomas Jefferson Community Land Trust



Authentication ID: 691EED152AFDA A238 3F959441EB6



VIRGINIA ASSOCIATION OF REALTORS® CONTRACT FOR PURCHASE OF UNIMPROVED PROPERTY

(This is a legally binding contract. If you do not understand any part of it, please seek competent advice before signing.)

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This CONTRACT FOR PURCHASE OF UNIMPROVED PROPERTY made as of Mar 8th, 2017 between Franklin Street Land Trust, 111 (the "Seller," whether one or more), whose address is N/A and (TJCLT) and or assigned (the "Purchaser," whether one or more), whose address is N/A provides: The Listing Company (who represents Seller) is THE THOMAS JEFFERSON COMMUNITY LAND TRUST and the Selling Company (who does OR does not represent Purchaser) is Unrepresented

1. REAL PROPERTY: Purchaser agrees to buy and Seller agrees to sell the land and all improvements thereon located in the County or City of Charlottesville, Virginia and described as (legal description): **As per the attached diagram, Nassau St, Section 3 Lots 5,6,7&8.**

and more commonly know as: Charlottesville (the "Property").

2. PURCHASE PRICE: The Purchase Price (the "Purchase Price") of the Property is \$120,000.00
 This sale shall be in gross, and the Purchase Price shown above shall be the exact sales price
 The Purchase Price shall be adjusted at settlement to an exact purchase price of \$ _____ per (sq ft) (acre) The exact are to be determined by a survey to be made by a licensed surveyor and paid for by _____

The Purchaser shall pay to the Seller at settlement the Purchase Price in cash or by cashier's certified check, subject to the prorations herein and from the following sources.

(a) THIRD PARTY FIRST TRUST: This sale is subject to Purchaser's obtaining OR assuming a conventional OR other (describe) (_____) loan secured by a first deed of trust lien on the Property in the principal amount of \$ _____ or _____ % of the Purchase Price bearing interest at a fixed rate not exceeding _____ % per year, or at an adjustable rate with an initial rate not exceeding _____ % per year and a maximum rate during the term of the loan not exceeding _____ % per year, or at the market rate of interest at the time of settlement, amortized over a term of _____ years, and requiring not more than a total of _____ loan discount points, excluding a loan origination fee, or an assumption fee not exceeding \$ _____. (If this contract provides for the assumption of a loan: (i) the parties acknowledge that the balance set forth above is approximate and that the principal amount to be assumed will be the outstanding principal balance on the date of settlement, and (ii) Purchaser shall assume all obligations of Seller under such loan.)

(b) THIRD PARTY SECOND TRUST: As set forth in paragraph 4, this sale is also subject to Purchaser's obtaining a loan secured by a second deed of trust lien on the Property in the principal amount of \$ _____ or _____ % of the Purchase Price bearing interest at rate not exceeding _____ % per year, amortized as follows _____, and requiring not more than a total of _____ loan discount points, excluding the origination fee

(c) SELLER FINANCING: Seller agrees that \$ _____ or _____ % of the Purchase Price shall be evidenced by a note made by Purchaser payable to Seller bearing interest at a rate of _____ % per year amortized as follows _____

The note shall be secured by a deferred purchase money first OR second OR (specify priority) _____ deed of trust lien on the Property. The deed of trust and note shall provide among other things, that; (i) the note shall be due and payable in full if the Property, or any interest therein, is transferred, sold or conveyed; (ii) Purchaser shall have the right to prepay the note at any time in whole or in part: with a premium or penalty of _____ % of the amount prepaid OR without premium or penalty; (iii) a lot release schedule shall be provided, if applicable; (iv) a late payment charge not exceeding five percent of the payment may be assessed by seller for any payment more that seven (7) calendar days late. (v) a default under the terms of any prior financing shall constitute a default under the note and deed of trust. (vi) the note and deed of trust shall otherwise be in form satisfactory to Seller. (vii) other terms: _____

If this Contract provides for SELLER FINANCING, then (i) such financing shall be contingent upon review and approval by Seller of a current credit report on each Purchaser and a current personal financial statement of each Purchaser, which documents must be provided to Seller within ___ business days following execution of this Contract by both parties; (ii) Purchaser shall properly record applicable deed of trust, at its expense, at settlement; and (iii) Purchaser may not assign this Contract in whole or in part, without the prior written consent of Seller, which Seller shall be under no obligation to give. Any deed of trust securing SELLER FINANCING (i) shall contain a provision requiring the trustees under said deed of trust, without the necessity of obtaining the prior consent or joinder of the noteholder, to release land for easements and rights of ways, and/or land to be dedicated for public use from the above mentioned trust without curtailment and at no cost to Purchaser; provided such releases in their aggregate total less than ___ % of the total land area originally encumbered by the deed of trust, (ii) shall provide that Purchaser shall have the right, at any time after settlement, to raze existing improvements, cut, fill, grade, erect improvements and do all other things Purchaser believes necessary in the development of the Property, with OR without obligation to make any prepayment on account of the debt secured by the deferred purchase money deed of trust

(d) OTHER FINANCING TERMS:

This contract and closing shall be contingent upon the Purchaser applying for and receiving in part and or whole the funds to purchase from the Charlottesville City Council.

Approval of Council to occur no later than 90 Days from Contract Execution. IF FUNDS NOT APPROVED WITHIN THIS TIMEFRAME, EITHER PARTY MAY CANCEL THIS CONTRACT WITH WRITTEN NOTIFICATION AND PARTIES AGREE TO EXECUTE A RELEASE OF CONTRACT.

3 DEPOSIT: Purchaser shall make a deposit of \$ 0.00 to be held by Not applicable (the "Escrow Agent") in the form of check cash other (the "Deposit"). Purchaser [select one]: has paid the Deposit to the Escrow Agent OR will pay the Deposit to the Escrow Agent within 30 days (the "Extended Deposit Date") after the date this Contract is fully executed by the parties. If Purchaser fails to pay the Deposit as set forth herein, then Purchaser shall be in breach of this Contract. At Seller's option and in lieu of all other remedies set forth in this Contract, Seller may terminate this Contract by written notice to Purchaser and neither party shall have any further obligation hereunder.

If the Escrow Agent is a Virginia Real Estate Board ("VREB") licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account by the end of the fifth business banking day following the latter of: (i) the date this Contract is fully executed by the parties, or (ii) the Extended Deposit Date. If the Escrow Agent is not a VREB licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account in conformance with applicable Federal or Virginia law and regulations. The Deposit may be held in an interest bearing account and the parties waive any claim to interest resulting from such Deposit. The Deposit shall not be released by the Escrow Agent until (i) credited toward the Purchase Price at settlement; (ii) Seller and Purchaser agree in writing as to its disposition; (iii) a court of competent jurisdiction orders a disbursement of the funds; or (iv) disbursed in such manner as authorized by the terms of this Contract or by Virginia law or regulations. Seller and Purchaser agree that Escrow Agent shall have no liability to any party for disbursing the Deposit in accordance with this paragraph, except in the event of Escrow Agent's negligence or willful misconduct.

If the Property is foreclosed upon while this Contract is pending, the terms of Section 54.1-2108.1 of the Code of Virginia shall apply to the disbursement of the Deposit. Foreclosure shall be considered a termination of this Contract by Seller and, absent any default by Purchaser, the Deposit shall be disbursed to Purchaser.

4 FINANCING:

(a) This Contract is contingent upon Purchaser obtaining and delivering to Seller a written commitment or commitments, as the case may be, for the third-party financing or loan assumption required in paragraph 2. Purchaser agrees to make written application for such financing or assumption (including the payment of any required application, credit, or appraisal fees) within five (5) business days of the date of acceptance of this Contract and to diligently pursue obtaining a commitment for such financing.

(b) If Purchaser does not obtain such written commitment and so notifies Seller or Selling Company or Listing Company in writing before 5:00 p.m. local time on ____, 20__ (if no date is filled in, the date shall be the same date set forth in paragraph 7), then if Purchaser is otherwise in compliance with the terms of this Contract, this Contract shall terminate upon giving such a notice and the Deposit shall be refunded to Purchaser. If Purchaser does not obtain such a written commitment and notice thereof is not received by the deadline, or such later deadline as the parties may agree upon in writing, then Purchaser's financing contingency set out in subparagraph 4(a) above shall nonetheless continue unless Seller gives Purchaser written notice of intent to terminate this Contract. If Seller gives Purchaser such notice, this Contract shall terminate as of 5:00 p.m. local time on the third day following Seller's delivery of such notice to Purchaser unless before that time Purchaser has delivered to Seller a commitment in compliance with the provisions of

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subparagraph 4(a) above, or a removal of Purchaser's financing contingency and evidence of the availability of funds necessary to settle without such financing.

(c) if the balance of the Purchase Price in excess of the Deposit is to be paid in cash without third party or seller financing Purchaser shall give the Seller written verification from Purchaser's bank or other sources within fifteen (15) days after the date this Contract is fully ratified that Purchaser has or can have the balance of the Purchase Price in cash not later than the settlement date. If Purchaser fails to give such verification within such time, Seller may terminate this Contract by giving Purchaser written notice thereof within ten (10) days after the date by which verification was to be given.

(d) Unless specified in a written contingency, neither this Contract nor Purchaser's financing is dependent or contingent on the sale or settlement or lease of other real property.

(e) The occurrence of any of the following shall constitute a default by Purchaser under this Contract:

- (i) Purchaser fails to make timely application for any financing provided for hereunder, or to diligently pursue obtaining such financing;
- (ii) Purchaser fails to lock in the interest rate(s) provided for hereunder and the rate(s) increase so that Purchaser no longer qualifies for the financing.
- (iii) Purchaser fails to comply with the lender's reasonable requirements in a timely manner;
- (iv) Purchaser fails to notify the lender, Seller or Listing Company promptly of any material adverse change in Purchaser's financial situation that affects Purchaser's ability to obtain the financing
- (v) Purchaser does not have the down payment, closing costs or fees, or other funds required to settle as provided in this Contract;
- (vi) Purchaser does or fails to do any act following ratification of this Contract that prevents Purchaser from obtaining the financing; or
- (vii) Purchaser makes any deliberate misrepresentation, material omission, or other inaccurate submission or statement that results in Purchaser's inability to secure the financing

(f) Purchaser does OR does not intend to occupy the Property as a primary residence.

(g) Nothing in this Contract shall prohibit Purchaser from pursuing alternative financing from the financing specified in paragraph 2. Purchaser's failure to obtain the alternative financing shall be at Purchaser's risk, and shall not relieve Purchaser of the consequences set forth in this paragraph 4 should Purchaser fail to pursue, as required in this paragraph 4, the financing set forth in paragraph 2.

5. **LOAN FEES:** Except as otherwise agreed upon in this Contract Purchaser shall pay all points, loan origination fees, charges and other costs imposed by a lender or otherwise incurred in connection with obtaining the loan or loans. The amount of any contributions Seller agrees to make under this Contract toward Purchaser's loan fees shall include miscellaneous and tax service fees charged by a lender for financing described in this Contract and which by regulation or law Purchaser is not permitted to pay.

6. **TITLE INSURANCE.** Purchaser may, at Purchaser's expense, purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics and materialmen's liens for labor and materials performed prior to Settlement and which, though not recorded at the time of recordation of Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage. Purchaser may purchase title insurance at either "standard" or "enhanced" coverage and rates. For purposes of owner's policy premium rate disclosure by Purchaser's lender(s), if any, Purchaser and Seller require that enhanced rates be quoted by Purchaser's lender(s). Purchaser understands that nothing herein obligates Purchaser to obtain any owner's title insurance coverage at any time, including at Settlement, and that the availability of enhanced coverage is subject to underwriting criteria of the title insurer.

7. **SETTLEMENT; POSSESSION:** Settlement shall be made at See other terms on or about 20. Possession of the Property shall be given at settlement, unless otherwise agreed in writing by the parties. At settlement, Seller will deliver the deed described in paragraph 15, an affidavit acceptable to Purchaser and Purchaser's title insurance company as to parties in possession and mechanic's liens applicable non-foreign status and state residency certificates and applicable IRS 1099 certificates.

8. **EXPENSES; PRORATIONS; ROLLBACK TAXES:**
(a) Each party shall bear its own expenses in connection with this Contract, except as specifically provided otherwise herein. Seller agrees to pay the expense of preparing the deed and the recordation tax applicable to grantors; all expenses incurred by Purchaser in connection with the purchase, including without limitation title examination, insurance premiums, survey costs, recording costs and the fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent, escrow deposits, and other ownership fees, if any, shall be prorated as of the date of settlement.

(b) Rollback taxes shall be paid as follows: By Seller if applicable.

9. **BROKERAGE FEE; SETTLEMENT STATEMENTS:** Seller and Purchaser authorize and direct the settlement agent to disburse to Listing Company and/or Selling Company from the settlement proceeds their respective portions of the brokerage fee payable as a result of this sale and closing under the Contract. Each of Listing Company and/or Selling Company shall deliver to the settlement agent, prior to settlement, a signed written statement setting forth the fee to which such company is entitled and stating how such fee and any additional sales incentives are to be disbursed. Seller and Purchaser authorize and direct the settlement agent to provide to each of Seller, Purchaser, Listing Company and Selling Company a copy of the unified settlement statement for the transaction.
10. **BROKER INDEMNIFICATION:** Seller and Purchaser agree to hold harmless Listing Company, Selling Company, the officers, directors and employees, or any real estate broker or salesperson employed by or affiliated with the Listing Company or Selling Company for any delay, or expense caused by such delay, in settlement due to regulatory or legal requirements.
11. **STUDY PERIOD:** Purchaser shall have 45 days from the date this Contract is executed by both Purchaser and Seller to determine, through engineering and feasibility studies, whether Purchaser's plan of development of the Property is practical. Purchaser shall contract for such studies within ten (10) days from the date of execution, and deliver to Seller and Listing Company copies of the letter(s) ordering the studies, said letter(s) stipulating that true copies of all studies are to be sent to Seller or Listing Company, simultaneously with delivery to Purchaser. If within such study period Purchaser notifies Seller or Listing Company, in writing, that Purchaser's plan, in Purchaser's sole judgment, is not practical, Purchaser may terminate this Contract and receive a refund of the Deposit and the parties shall have no further liability or obligations hereunder, except as set forth herein. Time shall be of the essence of this provision.
12. **SOIL STUDY:** This Contract is contingent for 0 days from date of execution of this Contract by both Purchaser and Seller to allow _____ at its expense to obtain a soil study and/or percolation test, which shall lawfully allow for the erection and use of _____ on the Property. Such study or test shall be pursued diligently and in good faith and if such study or test reveals that Purchaser's intended use of the Property is not permissible or practicable, Purchaser shall have the right, upon written notice to Seller, to terminate this Contract, in which event the Deposit shall be returned to Purchaser and the parties shall have no further liability or obligations hereunder, except as set forth herein.
13. **ACCESS:** Purchaser and Purchaser's agents and engineers shall have the right to enter onto the Property at all reasonable times prior to settlement for purposes of engineering, surveying, title or such other work as is permitted under this Contract, so long as such studies do not result in a permanent change in the character or topography of the Property. Purchaser shall not interfere with Seller's use of the Property, and Purchaser, at Purchaser's expense, shall promptly restore the Property to its prior condition upon completion of Purchaser's studies or work. Purchaser to keep the Property free and clear from all liens resulting from its work, studies, investigations or other activities performed pursuant to this Contract and shall indemnify and hold Seller harmless against any loss or liability to person or property resulting from Purchaser's presence or activities on the Property. This obligation shall survive settlement and transfer of title and possession to the Property.
14. **RISK OF LOSS:** All risk of loss or damage to the Property by fire, windstorm, casualty, or other cause is assumed by Seller until settlement. In the event of substantial loss or damage to the Property before settlement, Purchaser shall have the option of either (i) terminating this Contract and recovering the Deposit, or (ii) affirming this Contract, in which event Seller shall assign to Purchaser all of Seller's rights under any policy or policies of insurance applicable to the Property.
15. **TITLE:** At settlement Seller shall convey the Property to Purchaser by general warranty deed containing English covenants of title (except that conveyance from a personal representative of an estate or from a trustee or institutional lender shall be by special warranty deed) free of all encumbrances, tenancies, and liens (for taxes and otherwise), but subject to such restrictive covenants and utility easements of record which do not materially and adversely affect the use of the Property for Purchaser's intended purposes or render the title unmarketable. If the Property does not abut a public road, title to the Property must include a recorded easement providing adequate access thereto. In the event this sale is subject to a financing contingency under paragraph 2(a) or 2(b), the access to a public road must be acceptable to each lender. If the examination reveals a title defect of a character that can be remedied by legal action or otherwise within a reasonable time, then Seller, at Seller's expense, shall promptly take such action as is necessary to cure such defect. If the defect is not cured within 60 days after Seller receives notice of the defect, then Purchaser shall have the right to (i) terminate this Contract, in which event the Deposit shall be returned to Purchaser, and Purchaser and Seller shall have no further obligations hereunder, or (ii) waive the defect and proceed to settlement with no adjustment to the Purchase Price. If Seller has agreed to cure such defect, the parties agree that the settlement date prescribed in paragraph 7 shall be extended as necessary to enable Seller to cure such title defect, but not for more than 60 days unless agreed by the parties.

- 16 **PROPERTY OWNERS' ASSOCIATION DISCLOSURE** The Seller represents that the Property [select one]: is OR is not located within a development which is subject to the Virginia Property Owners' Association Act (Sections 55-508 et seq. of the Code of Virginia) (the "Act"). If the Property is within such a development, the Act requires the Seller to obtain from the property owners' association an association disclosure packet and provide it to the Purchaser, or Purchaser's authorized agent. The information contained in the association disclosure packet shall be current as of the specified date on the disclosure packet. The Purchaser may cancel this Contract (a) within 3 days after the date of this Contract, if on or before the date that the Purchaser signs this Contract, the Purchaser receives the association disclosure packet or is notified that the association disclosure packet is not available; (b) within 3 days after receiving the association disclosure packet, if the association disclosure packet is not available is hand delivered, delivered by electronic means, or delivered by a commercial overnight delivery service or the United Parcel Service and a receipt obtained; or (c) within 6 days after the postmark date if the association disclosure packet will not be available is sent to the Purchaser by United States mail. The Purchaser may also cancel this Contract at any time prior to settlement if the Purchaser has not been notified that the association disclosure packet will not be available and the association disclosure packet is not delivered to the Purchaser. Notice of cancellation shall be provided to the Seller (owner) or his agent by one of the following methods: (i) hand delivery; (ii) United States mail, postage prepaid, provided the sender retains sufficient proof of mailing, which may be either a United States postal certificate of mailing or a certificate of service prepared by the sender confirming such mailing; (iii) electronic means provided the sender retains sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming the electronic delivery; or (iv) overnight delivery using a commercial service or the United States Postal Service. In the event of a dispute, the sender shall have the burden to demonstrate delivery of the notice of cancellation. Such cancellation shall be without penalty, and the Seller shall cause any deposit to be returned promptly to the Purchaser, but not later than thirty days from the date of cancellation. Seller shall provide written instructions to the Association for delivery of the disclosure packet to Purchaser or Purchaser's authorized agent. The right to receive the association disclosure packet and to cancel this Contract terminates at settlement. If the Purchaser has received the association disclosure packet, the Purchaser has a right, at Purchaser's sole expense, to request an update of such disclosure packet from the property owners' association. A request for an updated disclosure packet does not extend the cancellation periods set forth above.
- 17 **CONDOMINIUM DISCLOSURE:** The Seller represents that the Property [select one]: is OR is not a condominium resale, which is subject to the Virginia Condominium Act (Section 55-79.39 et seq. of the Code of Virginia) (the "Condominium Act"). If the Property is a condominium resale, the Condominium Act requires the Seller to obtain from the unit owners' association a resale certificate and provide it to the Purchaser or Purchaser's authorized agent. The information contained in the resale certificate shall be current as of the specified date on the resale certificate. The Purchaser may cancel this Contract (a) within 3 days after the date of this Contract, if on or before the date that the Purchaser signs this Contract, the Purchaser receives the resale certificate. (b) within 3 days after receiving the resale certificate if the resale certificate is hand delivered, delivered by electronic means, or delivered by a commercial overnight delivery service or the United Parcel Service and a receipt obtained; or (c) within 6 days after the postmark date if the resale certificate is sent to the Purchaser by United States mail. Notice of cancellation shall be provided to the Seller (owner) or his agent by one of the following methods: (i) hand delivery; (ii) United States mail, postage prepaid, provided the sender retains sufficient proof of mailing, which may be either a United States postal certificate of mailing or a certificate of service prepared by the sender confirming such mailing; (iii) electronic means provided the sender retains sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming the electronic delivery; or (iv) overnight delivery using a commercial service or the United States Postal Service. In the event of a dispute, the sender shall have the burden to demonstrate delivery of the notice of cancellation. Such cancellation shall be without penalty, and the Seller shall cause any deposit to be returned promptly to the Purchaser, but not later than thirty days from the date of cancellation. Seller shall provide written instructions to the Association for the delivery of the resale certificate to Purchaser or Purchaser's authorized agent. The right to receive the resale certificate and to cancel this Contract terminates at settlement. If the Purchaser has received the resale certificate, the Purchaser has a right, at Purchaser's sole expense, to request from the unit owners' association a resale certificate update or financial update. A request for an updated resale certificate does not extend the cancellation periods set forth above.
18. **NOTICE TO PURCHASER REGARDING SETTLEMENT AGENT AND SETTLEMENT SERVICES:** Choice of Settlement Agent: Chapter 27.3 (§ 55-525.16 et seq.) of Title 55 of the Code of Virginia provides that in loans made by lenders and secured by first deeds of trust or mortgages on real estate containing not more than four residential dwelling units, the purchaser or borrower has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's role in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the purchaser will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party. Variation by agreement: The provisions of Chapter 27.3 (§ 55-525.16 et seq.) of Title 55 of the Code of Virginia may not be varied by agreement, and rights conferred by this chapter may not be waived. The seller may

not require the use of a particular settlement agent as a condition of the sale of the property. Escrow, closing, and settlement service guidelines: The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, the purchaser or borrower is entitled to receive a copy of these guidelines from his settlement agent, upon request, in accordance with the provisions of Chapter 27.3 (§ 55-525.16 et seq.) of Title 55 of the Code of Virginia.

To facilitate the settlement agent's preparation of various closing documents, including any HUD-1 or Closing Disclosure, Purchaser hereby authorizes the settlement agent to send such Closing Disclosure to Purchaser by electronic means and agrees to provide the settlement agent Purchaser's electronic mail address for that purpose only.

19. MECHANICS LIEN NOTICE:

(a) Virginia law (§ 43-1 et seq.) permits persons who have performed labor or furnished material for the construction removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal, or improvement is terminated. **AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.**

(b) Seller shall deliver to Purchaser at settlement an affidavit, on a form acceptable to Purchaser's lender, if applicable, signed by Seller that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmen's liens against the Property. If labor or materials have been furnished during the statutory period, Seller shall deliver to Purchaser an affidavit signed by Seller and the person(s) furnishing the labor or materials that the costs thereof have been paid.

20. **NON-BINDING MEDIATION:** In an effort to avoid the expense and delay of litigation, the parties agree to submit any disputes or claims arising out of this Contract, including those involving the Listing Company or the Selling Company, to mediation prior to instituting litigation. Such mediation will be **non-binding**, that is, no party will be obligated to enter into any settlement arising out of mediation unless that settlement is satisfactory to that party. Any settlement the parties enter into will be binding, but if the parties are not able to reach agreement on a settlement, they may resort to arbitration or litigation as if the mediation had never taken place. The mediation will be provided by the local REALTOR® Association, if it provides such services, or by another mutually agreeable mediator or mediation service in the area. This agreement to mediate does not apply to foreclosure, unlawful detainer (eviction), mechanics lien, probate or license law actions. Judicial actions to provide provisional remedies (such as injunctions and filings to enable public notice of pending disputes) are not violations of the obligation to mediate and do not waive the right to mediate.

21. **NOTICE TO PURCHASER(S):** Purchaser should exercise whatever due diligence Purchaser deems necessary with respect to information on sexual offenders registered under Chapter 23 (Section 19.2-987 et seq.) of Title 19.2. Such information may be obtained by contacting your local police department or the Department of State Police, Central Records Exchange at (804) 674-2000 or <http://sex-offender.vsp.virginia.gov/sor/>.

22. **DEFAULT:** If Seller or Purchaser defaults under this Contract, the defaulting party, in addition to all other remedies available at law or in equity, shall be liable for the brokerage fee referenced in paragraph 9 hereof as if this Contract had been performed and for any damages and all expenses incurred by non-defaulting party, Listing Company and Selling Company in connection with this transaction and the enforcement of this Contract, including, without limitation attorneys' fees and costs, if any. Payment of a real estate broker's fee as the result of a transaction relating to the Property which occurs subsequent to a default under this Contract shall not relieve the defaulting party of liability for the fee of Listing Company in this transaction and for any damages and expenses incurred by the non-defaulting party, Listing Company and Selling Company in connection with this transaction. In any action brought by Seller, Purchaser, Listing Company or Selling Company under this Contract or growing out of the transactions contemplated herein, the prevailing party in such action shall be entitled to receive from the non-prevailing party or parties, jointly and severally, in addition to any other damages or awards, reasonable attorneys' fees and costs expended or incurred in prosecuting or defending such action.

23. **OTHER TERMS:** (Use this space for additional terms not covered elsewhere in this Contract.)
1) Settlement shall be on or before 30 days after the receipt of funds by the TJCLT from the Charlottesville City Council.

2) Closing shall occur no later than 120 days from contract execution.

3) If closing does not occur within 120 days from contract, either party may cancel this contract with written notification.

24. **BROKERS: LICENSEE STATUS:**

(a) Listing Company and Selling Company may from time to time engage in general insurance, title insurance, mortgage loan, real estate settlement, home warranty and other real estate-related businesses and services, from which they may

DS
FB

JF

03/16/2017

DS
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Authentic sign ID: 6918EC0D-5256-4RDA-A236-3F9599441E86

receive compensation during the course of this transaction, in addition to real estate brokerage fees. The parties acknowledge that Listing Company and Selling Company are retained for their real estate brokerage expertise and neither has been retained as an attorney, tax advisor, appraiser, title advisor, home inspector, engineer, surveyor, or other professional service provider.

(b) Disclosure of Real Estate Board/Commission licensee status, if any is required in this transaction: _____

25. **MISCELLANEOUS:** This Contract may be signed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. Documents delivered by facsimile machine shall be considered as originals. Unless otherwise specified herein, "days" mean calendar days. For the purpose of computing time periods, the first day shall be the day following the date this Contract is fully ratified. This Contract represents the entire agreement between Seller and Purchaser and may not be modified or changed except by written instrument executed by the parties. This Contract shall be construed, interpreted and applied according to the laws of the state in which the Property is located and shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. To the extent any handwritten or typewritten terms herein conflict with or are inconsistent with the printed term hereof, the handwritten and typewritten terms shall control. Whenever the context shall so require, the masculine shall include the feminine and singular shall include the plural. Unless otherwise provided herein, the representations and warranties made by Seller herein and all other provisions of this Contract shall be deemed merged into the deed delivered at settlement and shall not survive settlement.

26. **ELECTRONIC SIGNATURES.** If this paragraph is initialed by both parties, then in accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign, regarding electronic signatures and transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Agreement. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

27. **ACCEPTANCE:** This Contract, when signed by Purchaser, shall be deemed an offer to enter into a bilateral contract. If not accepted by Seller by _____ (time), _____, 20____, it shall become null and void.

WITNESS the following duly authorized signatures (SEPARATE ALL COPIES BEFORE SIGNING BELOW)

PURCHASER:

3/14/2017

DocuSigned by:

Frazier Bell

DATE PURCHASER
TJCLT or assigns

SELLER:

3/9/17

DATE SELLER
Franklin Street Land Trust, 111

DATE PURCHASER

DATE SELLER

DATE PURCHASER

DATE SELLER

DATE PURCHASER

DATE SELLER

Receipt of deposit per paragraph 3 above is hereby acknowledged.

For information purposes only.

Selling Company's Name and Address

Listing Company's Name and Address:

Unrepresented

Unrepresented

Office Phone: _____ Fax _____
MLS Broker Code: _____ Office ID No. _____
Agent Name: _____
Agent ID No.: _____
Agent E-mail address: _____

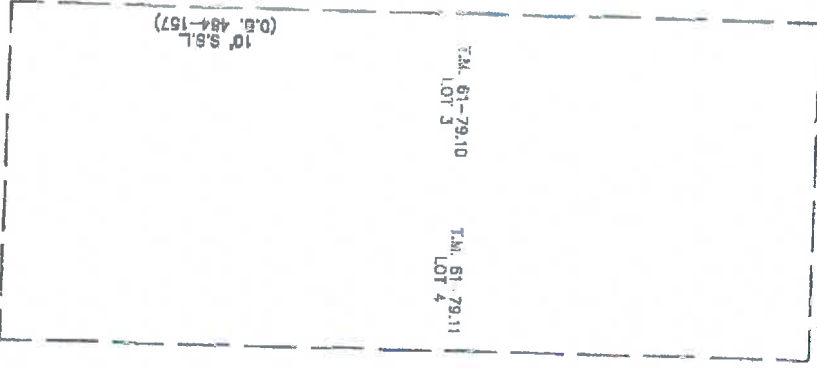
Office Phone _____ Fax _____
MLS Broker Code _____ Office ID No. _____
Agent Name _____
Agent ID No. _____
Agent E-mail address: _____

This Contract has been executed by Purchaser and Seller as of _____, 20____ Listing Firm _____; Selling Firm _____

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(O.B. 464-157)
30' S.B.L.

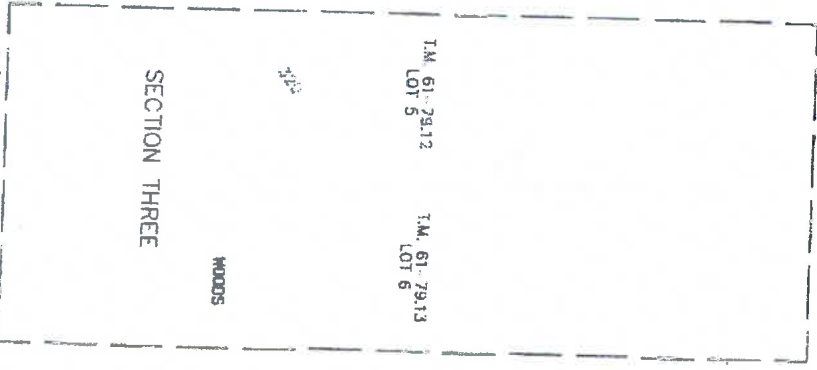
-79.8



10' S.B.L.
(O.B. 464-157)

30' S.B.L.
(O.B. 464-157)

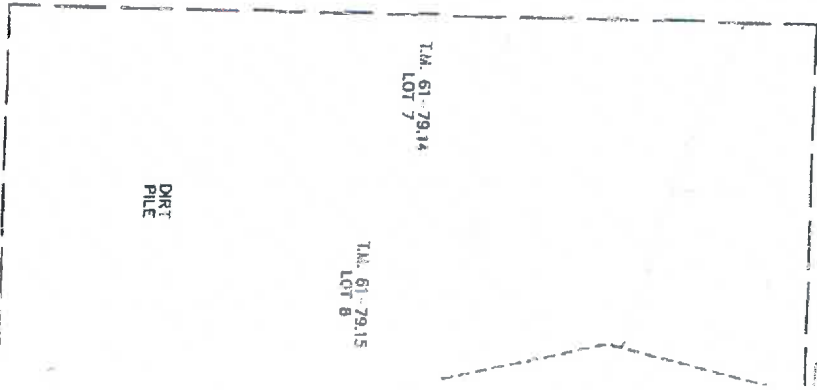
5' UTILITY EASEMENT (TRF)
(O.B. 464-157 PLAT)



25' S.B.L.
(O.B. 464-157)

SECTION THREE

WOODS



T.M. 61-79.15
LOT 8

DIRT
PILE

POLE
H/ LIGHT

N29°31'29"E 128.83'

EXISTING
TREE LINE TRR

POLE

N29°36'40"E 128.83'

GRAVEL & PAVEMENT

DELUHI
Existing

271.39
S29°33'11"W 288.9'

AGREEMENT FOR PROVISION OF AFFORDABLE HOUSING

THIS AGREEMENT FOR PROVISION OF AFFORDABLE HOUSING (this "Agreement"), dated as of March 22, 2017 _____, is made and entered into by and between **THOMAS JEFFERSON COMMUNITY LAND TRUST**, a Virginia nonstock corporation ("TJCLT"), and **GREATER CHARLOTTESVILLE HABITAT FOR HUMANITY, INC.**, a Virginia nonstock corporation ("Habitat").

RECITALS

R-1. TJCLT has entered into a contract on certain lots or parcels of land in the City of Charlottesville Virginia (the "Locality"), more particularly described on Exhibit A hereto (the "Land") with the intent of developing such lots with single-family homes for sale to families with incomes of 80% or less of the area median income (the "Homes").

R-2. Habitat has experience developing affordable housing in the Charlottesville area for Qualified Partner Families (as defined in Section 3(a) of this Agreement) and desires to obtain the cost savings and other benefits of TJCLT's land trust model in order to further reduce the cost of housing for its partner families and promote long-term affordability.

R-3. TJCLT and Habitat desire to provide for the development of the Homes on the Land and sale of the Homes to Qualified Partner Families as provided herein.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TJCLT and Habitat hereby agree as follows:

1. **Acquisition of the Land [Reserved].**
2. **Development of the Land.**
 - a. **Land Use Approvals.** Subject to reimbursement in accordance with Section 2(f) of this Agreement, Habitat shall diligently apply for and obtain such entitlements from the Government as may be necessary to develop the Land and construct and occupy the Homes substantially as shown on the drawing attached hereto as Exhibit B (the "Sketch Plan") including, without limitation, approval of any comprehensive plan amendment, rezoning, subdivision plat, site plan, certificates of appropriateness, building permits, letters of map amendments and certificates of occupancy (collectively, the "Land Use Approvals"). Habitat is hereby authorized to submit applications for the Land Use Approvals on TJCLT's behalf and without the need for further consent by TJCLT; except, however, that

TJCLT's prior written approval shall be required for the submission of an application for any Land Use Approval that seeks to impose proffers, conditions or other material obligations or restrictions on the Land or its owner (beyond restriction of the Land to residential development at a density consistent with development of the Homes). Such written approval may be withheld at TJCLT's sole discretion. If required by the Locality, TJCLT shall promptly execute any application, plat, plan or other document necessary to obtain the Land Use Approvals promptly upon Habitat's request, but in no case later than 1 week after receipt of a complete copy of such document.

- b. Site Work.** Subject to reimbursement in accordance with Section 2(f) of this Agreement, Habitat shall cause the site development work described in Exhibit D hereto (the "Site Work") to be performed on the Land. Habitat shall notify TJCLT if unsuitable soil conditions, rock or other unforeseen conditions are encountered in the course of the Site Work, in which event TJCLT and Habitat shall agree on whether to proceed and, if they determine to proceed, the division of work and costs associated with resolving the conditions (including, without limitation, any amendment to the Sketch Plan).
- c. House Design.** Subject to reimbursement in accordance with Section 2(f) of this Agreement, Habitat shall design the Homes described in Exhibit C hereto (the "House Design") which Homes are intended to be constructed on the Land.
- d. Construction of the Homes; Ownership of Homes.** Habitat shall cause the construction of the Homes in general conformity with the House Design including, without limitation, installation and connection of requisite sewer, water, electrical and other utility facilities, and contracting with subcontractors and suppliers (the "Construction") pursuant to such plans, schedules and specifications as Habitat customarily produces in connection with its construction of affordable housing and as may be required by the Locality (the "Construction Plans and Schedules"). Habitat shall provide to TJCLT copies of the Construction Plans and Schedules, as the same may be updated, amended or modified from time to time. TJCLT hereby grants to Habitat the right and license to enter upon the Land to construct and maintain the Homes and perform its obligations under this Agreement, such Homes to be and remain the property of Habitat at all times. TJCLT agrees to execute and deliver such documents as Habitat may reasonably request in order to evidence Habitat's ownership of the Homes and its right to enter the Land. Habitat shall be responsible for maintaining the Homes until they are conveyed to Qualified Partner Families as provided in Section 3 of this Agreement. Habitat agrees to complete work on homes within eighteen (18) months after the date on which the City has provided all necessary approvals for

building construction to begin. Completion of work will include calling for final inspections, but not receipt of certificates of occupancy.

- e. **Conduct of Work.** Habitat shall cause the Site Work and Home Construction (collectively, the "Work") to be performed timely and in a good, workmanlike and lien-free manner in compliance with the Construction Plans and Schedules, the Land Use Approvals and applicable law, and in accordance with Habitat's customary practices and schedule for construction of affordable housing in the Locality. The parties understand and acknowledge that the Work will be performed in part by volunteers and Qualified Partner Families, and may incorporate recycled or reused materials, provided, however, that any of the same shall be in good and usable condition. TJCLT shall be entitled to inspect the Work at reasonable times during the performance of Habitat's obligations under this Section 2.
- f. **Costs of Development.** TJCLT shall reimburse Habitat for the costs of obtaining the Land Use Approvals and conducting the Site Work, which the parties currently estimate will be about \$100,000 (the "Reimbursable Costs"). Amounts of more than 20% above this shall require agreement of both parties. TJCLT shall also reimburse Habitat for half the costs of any engineering building solutions (such as vertical piers) necessitated by the fact that the soil of some or all of these lots may require such measures. The parties estimate this amount will be about \$12,000. Habitat shall be responsible for the costs of the following matters, without reimbursement from TJCLT: (i) Home Construction (with the exception of engineered solutions necessitated by the soils); (ii) survey and engineering services associated with the Land Use Approvals, and Home Construction (including, without limitation, house stakeout and as-builts); (iii) foundation drains for the Homes; and (iv) tap fees for water and sewer service to the Homes. Habitat shall request reimbursement pursuant to this Section 2(f) periodically, but not more frequently than once per month, by delivering to TJCLT a written invoice listing the actual costs for which reimbursement is sought. TJCLT shall pay such invoices within 30 days after its receipt of such request.
- g. **Other Costs; Casualty; Condemnation.** Until Closing on the sale of each of the Homes to a Qualified Partner Family, TJCLT shall be responsible for payment of real estate taxes and (except as provided in Section 6 hereof) insurance on the Land and the Homes. In the event of any complete or partial casualty to the Land or the Homes, the proceeds of any insurance policies shall be used to restore the Land and the Homes unless otherwise agreed in writing by the parties. In the event of any complete or partial taking of the Land or Homes pursuant to an exercise of the power of eminent domain (or purchase in lieu thereof), the allocation of

the compensation received for such taking shall be determined through an agreement negotiated by the parties.

3. Sale of the Homes.

- a. **Qualified Partner Families.** The Homes shall be conveyed as provided in this Section 3 to households that (i) complete the screening and counseling requirements provided in Section 3(b) of this Agreement and (ii) have an annual income of 60% or less of the area median income as provided to Fannie Mae by the Federal Housing Finance Agency (or with reference to such other index as the parties may agree on) from time to time for the area encompassing the Land, such that the household's housing costs consisting of principal, interest, real estate taxes, and homeowner's insurance (PITI) do not exceed 30% of the household's annual income. Households meeting the criteria listed in this Section 3(a) are referred to in this Agreement as "Qualified Partner Families."
- b. **Screening and Counseling.** Habitat shall identify potential Qualified Partner Families interested in purchasing the Homes through Habitat's customary process for identifying purchasers for affordable housing in the Locality. Habitat shall conduct homeownership counseling for such candidates in coordination with TJCLT, which shall participate in such counseling in order to explain the Leasehold Interest (as such term is defined in Section 3(e) of this Agreement).
- c. **Purchase Agreements.** Habitat shall cause Qualified Partner Families to execute purchase agreements for the Homes and Leasehold Interests in the Land in a form reasonably approved in advance by TJCLT (the "Purchase Agreements"). TJCLT agrees to execute the Purchase Agreements promptly upon request by Habitat in order to evidence TJCLT's obligation to convey the Leasehold Interest. Habitat shall hold and disburse (or cause to be held and disbursed), any earnest money deposit(s) relating to the Purchase Agreements in accordance with applicable law. To the extent any Qualified Partner Family fails to proceed to closing under a Purchase Agreement, Habitat shall continue to be responsible for finding one or more additional Qualified Partner Families until sales of both of the Homes have closed.
- d. **Financing.** Habitat shall make customary loans and subsidies available to Qualified Partner Families for purchase of the Homes, subject to availability of funds from third parties.
- e. **Closing.** Closing on the sale of each of the Homes to a Qualified Partner Family shall occur as provided in the respective Purchase Agreement and in this Section 3(e) ("Closing"). At each Closing, TJCLT shall deliver to

the purchaser a duly executed ground lease in a form reasonably approved by Habitat conveying an insurable 90-year leasehold interest in the portion of the Land containing the purchaser's Home subject, *inter alia*, to the retained rights of first refusal outlined in Exhibit E to this Agreement (the "Leasehold Interest"), together with a duly-executed memorandum of lease in recordable form (together, the "Lease Documents"). At each Closing, Habitat shall deliver to the purchaser a deed in Habitat's customary form, subject to TJCLT's reasonable approval, conveying all of Habitat's right, title and interest in and to the Home to the purchaser subject to certain covenants and retained rights including, without limitation, the right to share in any appreciation of the Home (the "Deed"). Habitat shall further be responsible for obtaining the purchaser's signature on such notes, deeds of trust and other documents as may be necessary for the purchaser to close on financing provided pursuant to Section 3(d) of this Agreement (the "Loan Documents"). Habitat and TJCLT shall execute one or more closing statements evidencing the flow of funds or obligations at Closing, together with all other documents reasonably necessary to complete the Closing and conveyance of the Home and the Leasehold Interest or as may be requested by the purchaser's counsel or title insurer. To the extent any cash to the seller is generated at closing that is not absorbed by closing costs, such cash shall be distributed among the parties as they may agree, such agreement to be conclusively evidenced by their signatures on the closing statement(s).

- f. Broker Commissions; Closing Costs.** Unless otherwise agreed by the parties, Habitat shall be responsible for real estate broker commissions associated with the sale of the Homes. Habitat and TJCLT shall each be responsible for payment of its respective attorney's fees in connection with Closing. Recording taxes shall be paid as provided by local custom or as otherwise agreed by the parties.
 - g. Post-Closing Coordination.** Habitat shall engage in its customary post-closing relationship with the purchasers of the Homes in order to encourage compliance with the terms of the Deed, Loan Documents and Lease Documents (collectively, the "Closing Documents"). Habitat shall coordinate its post-closing activities with TJCLT, and TJCLT shall participate in such post-closing activities in support of Habitat. Each party shall notify the other prior to seeking enforcement of any of the Closing Documents against the homeowner. Such notice rights shall be set forth in the Closing Documents and shall survive the termination, expiration or full performance of this Agreement.
- 4. Coordination of Publicity.** Habitat and TJCLT shall coordinate their publicity concerning the Homes. Press releases by either party concerning the subject matter of this Agreement shall be subject to the other party's prior review and approval. No promotional material shall represent that the parties

are engaged in a joint venture, and Habitat shall at all times be and remain an independent contractor of TJCLT. All staff and volunteers of Habitat shall be and remain employees or agents of, or independent contractors with, Habitat, and not of or with TJCLT. Neither party shall represent that TJCLT and Habitat are partners, co-ventures or principal and agent, or have any other relationship other than that of owner and independent contractor.

5. **Warranties.** Habitat shall deliver any written warranties provided by manufacturers as to the materials and fixtures furnished to or installed in the Homes to the Qualified Partner Families who purchase the Homes. The sole remedy for defects in such materials and fixtures shall be against such manufacturers. Habitat warrants to the Qualified Partner Family who first purchases a Home that, for a period of 1 year from transfer of possession or title of the Home (whichever occurs first) to the Qualified Partner Family, the materials and workmanship in such Home are (a) sufficiently free from structural defects so as to pass without objection in the trade, and (b) constructed in a workmanlike manner, so as to pass without objection in the trade. Any action for breach of this warranty shall be brought within 2 years after the breach thereof. **THIS WARRANTY SHALL NOT BE FURTHER TRANSFERRED EXCEPT WITH HABITAT'S WRITTEN APPROVAL.**

EXCEPT AS SET FORTH IN THE PRECEDING PARAGRAPH OF THIS SECTION 5, HABITAT HEREBY EXCLUDES AND DISCLAIMS, AND TJCLT HEREBY WAIVES, ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD WORKMANSHIP, HABITABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, INCLUDING THE WARRANTIES SET FORTH IN VA. CODE §§ 55-70.1(A) AND 55-70.1(B). HABITAT MAKES NO REPRESENTATION OF AND DISCLAIMS ANY WARRANTY AS TO THE PRESENCE OR LACK OF RADON, MOLD AND OTHER CONDITIONS IN OR NEAR THE HOMES (COLLECTIVELY, "ENVIRONMENTAL CONDITIONS"), NOR AS TO THE EFFECT OF ENVIRONMENTAL CONDITIONS ON THE HOMES OR THEIR OCCUPANTS. TJCLT WAIVES ANY WARRANTIES THAT COULD BE CONSTRUED TO COVER ENVIRONMENTAL CONDITIONS. THE ONLY WARRANTY HABITAT PROVIDES IS CONTAINED IN THE PRECEDING PARAGRAPH OF THIS SECTION 5.

The terms of this Section 5 shall survive the termination, expiration or full performance of this Agreement.

6. **Insurance.** Habitat shall maintain or cause to be maintained throughout the term of this Agreement, the insurance coverages listed below. Proof of such insurance (in the form of a certificate or other evidence of such insurance, as applicable) shall be provided to TJCLT upon request. If Habitat fails to procure or maintain any such insurance, TJCLT may, but shall not be required to, procure and maintain the same at Habitat's expense, and Habitat shall reimburse TJCLT for any actual expenses related thereto not later than Closing. Habitat shall also require each subcontractor to provide coverage adequate to protect such subcontractor and its employees.
- Builder's risk insurance in the amount of the full replacement value of the Homes naming TJCLT as an additional insured.
 - Workers' compensation insurance, if applicable to any of Habitat's employees performing the Work.
 - Automobile liability insurance for any vehicles used by Habitat in connection with the Work.
 - Commercial general liability insurance; with limits of at least \$3,000,000 per occurrence and \$3,000,000 in aggregate, naming TJCLT as an additional insured.
7. **Mutual Indemnification.** Habitat shall be responsible to TJCLT for the acts and omissions of Habitat's officers, directors, employees, volunteers, contractors, agents, subcontractors and each of their respective agents and employees (collectively, the "Habitat Parties") on the Land or otherwise in connection with the Work. Furthermore, Habitat and its successors and assigns shall indemnify, defend and hold harmless TJCLT, its officers, directors, employees, volunteers, contractors, agents, subcontractors and each of their respective agents and employees (collectively, the "TJCLT Parties"), and their respective successors and assigns, from and against any and all claims, demands, actions, costs, expenses (including reasonable attorneys' fees) and liability of any kind that the TJCLT Parties may incur, or may become liable for, arising out of the reckless or willful misconduct of any of the Habitat Parties, or the introduction by any of the Habitat Parties of any Hazardous Substance (as defined in Section 8 below) into the Homes or onto the Land in violation of this Agreement. Likewise, TJCLT shall be responsible to Habitat for the acts and omissions of the TJCLT Parties on the Land or otherwise in connection with the Work. Furthermore, TJCLT and its successors and assigns shall indemnify, defend and hold harmless the Habitat Parties, and their respective successors and assigns, from and against any and all claims, demands, actions, costs, expenses (including reasonable attorneys' fees) and liability of any kind that the Habitat Parties may incur, or may become liable for, arising out of the reckless or willful misconduct of any of the TJCLT Parties, or the introduction by any of the TJCLT Parties of any Hazardous Substance into the Homes or onto the Land

in violation of this Agreement. The terms of this Section 7 shall survive the termination, expiration or full performance of this Agreement.

- 8. Environmental Matters.** The parties shall not introduce any Hazardous Substance (as such term is defined in this Section 6(d)) into the Homes or the Land, except for construction materials and cleaning substances in quantities customarily used by Habitat in the construction of residential dwellings. For purposes of this Agreement, the term "Hazardous Substance" includes asbestos, petroleum, natural or synthetic gas products and any hazardous, toxic or dangerous waste, pollutant, contaminant, substance or material defined as such in, or for the purposes of, the Environmental Laws (as hereinafter defined). For the purposes of this Agreement, the term "Environmental Laws" means any environmental, health or safety law, rule, regulation, ordinance, order or decree, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Resource Conservation and Recovery Act, as amended, any "Superfund" or "Super Lien" law or any other federal, state, county or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any petroleum, natural or synthetic gas products and/or hazardous, toxic or dangerous waste pollutant or contaminant, substance or material as may now or any time hereinafter be in effect. In the event any Hazardous Substance is discovered on the Land that was not introduced by either of the parties, then the parties shall agree in writing as to the disposition of such Hazardous Substance and the allocation of liability therefor.
- 9. Default; Remedies.** An "Event of Default" shall have occurred if any material noncompliance with the terms of this Agreement has not been cured within 10 days after notice thereof in accordance with Section 12 of this Agreement. Notwithstanding the foregoing, if such noncompliance is incapable of cure within such 10-day period, it shall not become an Event of Default so long as a cure of such noncompliance is undertaken within 10 days after notice thereof and diligently pursued to completion. Upon an Event of Default by Habitat, TJCLT shall have all rights and remedies at law or in equity including, without limitation, the right to terminate this Agreement, remove Habitat from the Land, take possession of the Homes and complete the Work without liability for payment of further sums to Habitat except for such Reimbursable Costs as shall have been expended by Habitat prior to termination of this Agreement. Upon an Event of Default by TJCLT, Habitat shall have all rights and remedies at law or in equity including, without limitation, rights to lien the Land pursuant to Va. Code § 43-1 et seq.
- 10. Mediation.** Without limiting the foregoing rights and remedies, the parties agree to submit any claim arising from or related to this Agreement to non-binding mediation prior to filing such claim in any court or, if filing is necessary to preserve a party's rights, then such party agrees to seek a continuance of

otherwise agreed by the parties. Habitat shall notify TJCLT as soon as reasonably practicable after the occurrence of a Force Majeure Event.


14. General Terms

- a. **Applicable Law.** The terms and conditions hereof, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
- b. **Assignment.** The rights and obligations of the parties shall not be assigned or delegated without the other party's prior written consent, which consent may be given or withheld in such party's sole and absolute discretion.
- c. **Entire Agreement.** The terms and conditions of this Agreement, including all exhibits hereto (which are incorporated into this Agreement by this reference) constitute the entire agreement and understanding between Habitat and TJCLT, supersede all prior agreements and understandings, written or oral, between the parties, and may not be waived, modified or amended except by an instrument mutually executed and delivered by the parties.
- d. **Time.** Any date or deadline provided in this Agreement that falls on a Saturday, Sunday or bank holiday in the Commonwealth of Virginia shall be extended to the first regular business day after such date which is not a Saturday, Sunday or bank holiday.
- e. **Attorney Fees.** Should either party institute proceedings to enforce any of the terms and conditions hereof, or to protect any right or interest created or evidenced hereby, the non-prevailing party in any such proceedings shall pay to the prevailing party all reasonable costs, damages, and expenses, including attorneys' fees and expenses, actually expended or incurred by the prevailing party without giving effect to the statutory presumption thereof.
- f. **Severability.** If any term, covenant or condition of this Agreement, or the application thereof to any party or circumstance, shall be held by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall be interpreted as if such invalid or unenforceable term, covenant or condition was not part of this Agreement to the fullest extent permitted by law.
- g. **Counterparts.** This Agreement may be executed in multiple original counterparts, each of which shall be an original and all of which shall constitute one and the same Agreement. The parties agree that counterparts delivered electronically may be deemed originals for all purposes.

- h. Headings.** Headings used in this Agreement are for convenience only and do not affect the meaning or interpretation of the terms and conditions hereof.
- i. Interpretation.** The terms of this Agreement are mutually agreed to be clear and unambiguous, shall be considered the workmanship of all of the parties and shall not be construed against the drafting party solely by reason that such party is the drafting party. Whenever the context shall so require, the singular shall include the plural, the male shall include the female and neuter genders, and vice versa.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by of the date first written above.

THOMAS JEFFERSON COMMUNITY LAND TRUST, a Virginia nonstock corporation


By: _____
Its: Daniel Rosenzweig
President / CEO

GREATER CHARLOTTESVILLE HABITAT FOR HUMANITY, INC., a Virginia nonstock corporation

By: _____
Its: _____

Exhibit A

Legal Description of the Land

Lots 5-8 on Nassau Street in Charlottesville, Virginia, as shown on the following Plat, recorded in the said City in Deed Book 404, page 157

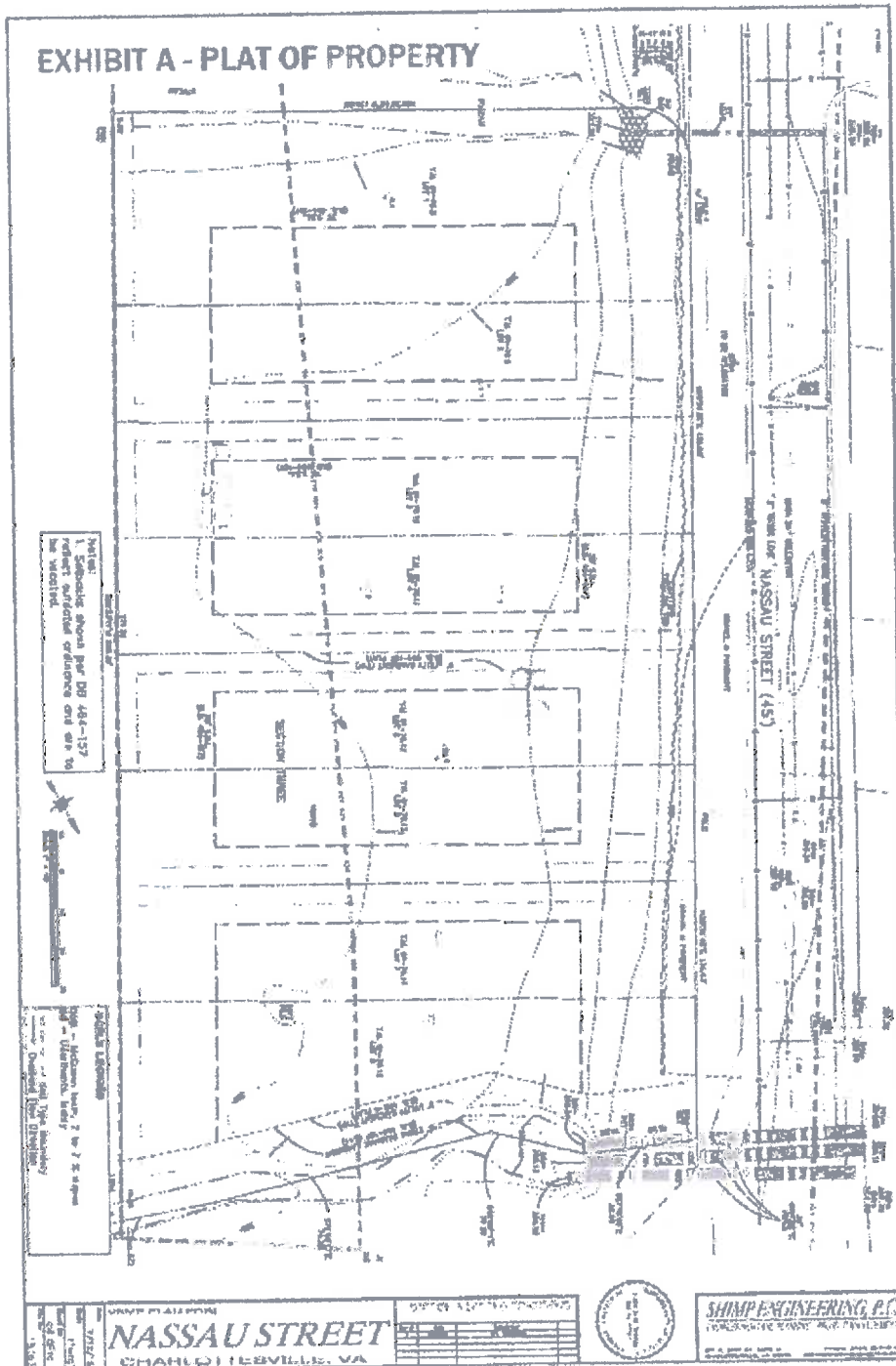


Exhibit B

Sketch Plan

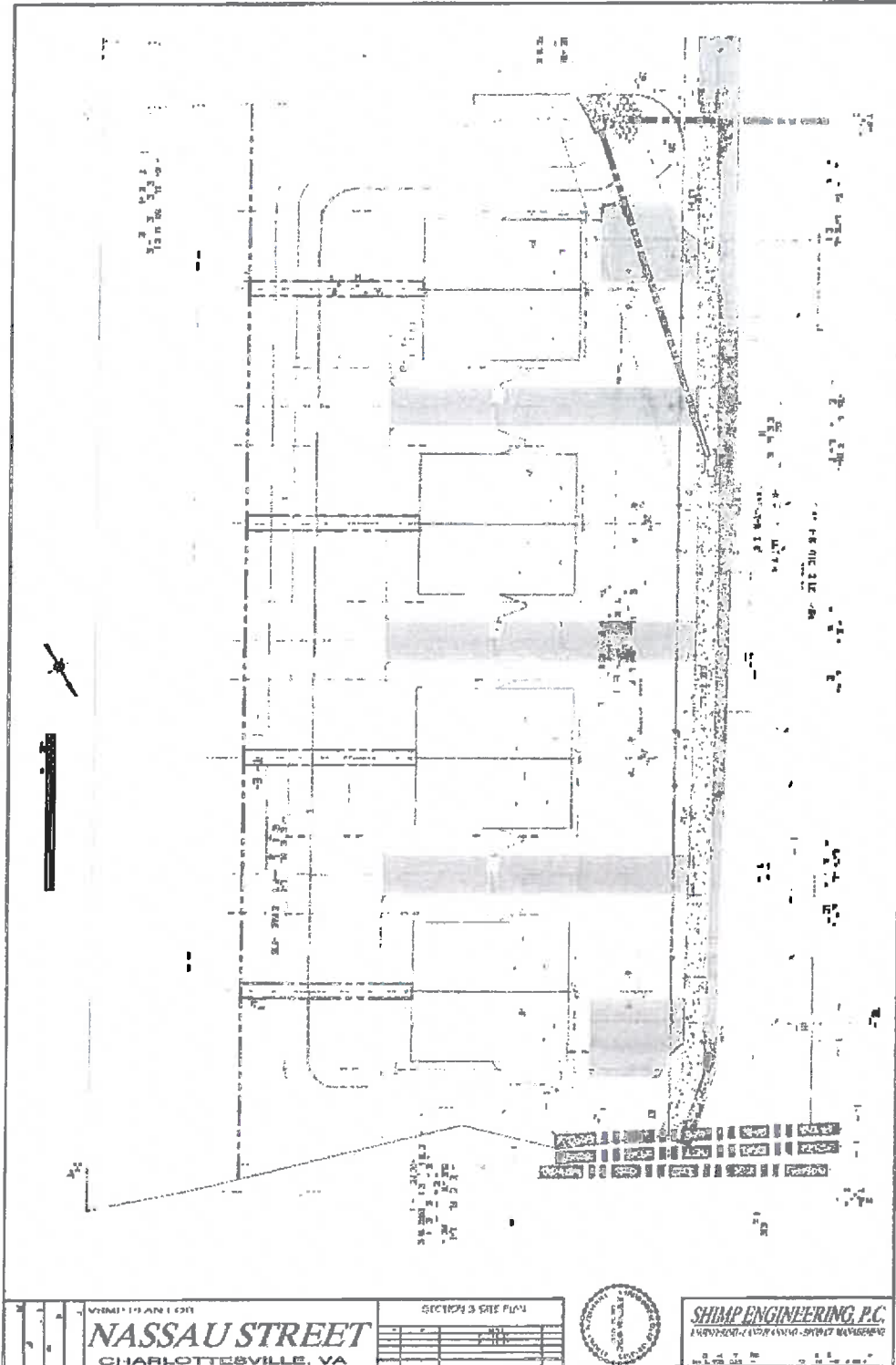


Exhibit D

Site work

- 1. Site clearing, fill, preparation and rough grading for each lot on the Land, to buildable pad according to the Sketch Plan**
- 2. Installation of water and sewer laterals**
- 3. Frontage improvements including sidewalk, curb and gutter, as may be required by the Locality**
- 4. Installation of water meter boxes and water/sewer connections to the mains**
- 5. Installation of off-street parking as shown on the Sketch Plan**
- 6. Installation of any sidewalks required by the Locality and a walkway connecting each of the Homes to the street and parking pad.**
- 7. Landscaping materials and installation**
- 8. Final grading**
- 9. Any other site requirements as mandated by the City of Charlottesville to obtain permits and certificates of occupancy**

Exhibit E

Protocol for re-sale of HFHGC / TJCLT homes:

1. Family puts the home on the market using the normal TJCLT re-sale rules. The price is set at original purchase price + 25% of the appreciation + 3% TJCLT re-sale fee + realtor fee if applicable. The income level of the buyer is restricted to no greater than 80% of area median. The family must be making a "good faith" effort to sell (in good condition / available for showings). The family must accept a bona fide offer from a qualified purchaser at the TJCLT set price.
2. After 90 days, if no qualified buyer has been identified, Habitat will have 5 *working* days to exercise its right of purchase at the TJCLT price. If Habitat purchases the property, it may make all necessary repairs using its regular standards and procedures. The cost of the repairs may be added to the sales price of the house. The TJCLT land lease remains in place for the subsequent purchaser through Habitat.
3. If Habitat does not exercise its right of purchase by the end of the 5 *working* day period, then TJCLT shall have five *working* days to exercise its right of purchase at the TJCLT established price. TJCLT shall then carry out any repairs and re-market the house with the land lease in place.
4. If TJCLT does not exercise its right of purchase by the end of the 5 *working* day period, then the homeowner is free to market the home to any income level at a price that includes the value of the land and all appreciation (i.e. the current market value). At the time of sale, TJCLT will be repaid for the value of the land (less 50% of the appreciated value which is returned to the homeowner). HFHGC will receive 50% of the appreciated value of the Home and will forgive any forgivable debt in accordance with its normal forgiveness schedule. The term "appreciated value" means the difference from the appraised value at the time of the initial purchase by the homeowner to the appraised value at the time of re-sale.

2017



Thomas Jefferson Community Land Trust



Proposal

Prepared for the Charlottesville Regional Chamber of
Commerce – Leadership Charlottesville Class of 2017

Prepared by The Thomas Jefferson Planning District Commission
March 2, 2017



CONTENTS

Background: 2
Staffing: 2
Tasks and Deliverables: 4
Budget.....4

BACKGROUND:

This proposal is based on discussions between Keith Smith, a class member of the Charlottesville Leadership Class of 2017 and the Thomas Jefferson Planning District Commission (TJPDC) staff. The proposal provides a scope of work, budget, and a timeline, which have been structured to meet the Leadership Class's desire to organize the creation of a part-time Executive Director (staff position) for the management, development and sustainability of the Thomas Jefferson Community Land Trust. The proposal is based upon the Thomas Jefferson Planning District Commission providing administrative, managerial, fiscal and organizational assistance in support of the further development and growth of the TJCLT. This process includes extensive coordination with TJCLT Board of Directors, Charlottesville Leadership Class and identified stakeholders.

The proposal has been formulated around 24 month timeline, with the project kicking off in July of 2017. This timeline can be adjusted based on revisions to the scope of work and available funding.

The proposal is structured by hourly costs for provision of a part-time staff member for the TJCLT and the associated administrative support tasks and office space.

Should this proposal be accepted in concept, a formal agreement for services will be required for final contractual acceptance.

STAFFING:

To accomplish the TJCLT staffing and executive needs, the TJPDC will draw on the expertise of several employees for this project. TJPDC staff will serve as the direct project lead and work collaboratively with TJCLT board members and chairperson soliciting their guidance; and with all project team members maintaining a high level of communication, coordination, and collaboration for all tasks and deliverables.

The TJCLT Executive Director (TJPDC Program Manager) shall be selected by the TJPDC Executive Director with the input, advice and consent of the TJCLT Board of Directors. The TJCLT Executive Director may be removed upon the request of the TJCLT Board and with 30 days.

- **Chip Boyles, TJPDC Executive Director**
Mr. Boyles will provide project oversight administration.
- **To Be Determined, Program Manager**
A TJPDC staff member will serve as the part-time Executive Director of the TJCLT. Staff member chosen by joint consent of the TJCLT Board of Directors and the TJPDC Executive Director.
- **Don Reed, CPA, Finance Director**
Mr. Reed will serve as chief financial officer and accountant for financial services and responsibilities of the organization. Financial policies of the TJPDC shall be utilized in all financial transactions of the TJCLT.

Gretchen Thomas, *Administrative Assistant*

Ms. Thomas will provide administrative support to the TJCLT Board and contracted staff of the TJPDC.

TASKS AND DELIVERABLES:

The roles of the TJPDC through a part-time Executive Director include responsibility for overall organizational management, including strategic and policy planning and development, board relations, staff management/ development, outreach and education, financial management, and fund development and donor relations. Together with the Board, the Executive Director provides vision and leadership for the organization. The Executive Director will develop relationships, negotiate and implement land acquisition and housing development and sales with developers, community members and local governments while representing potential and actual home buyers. The roles require knowledge of community land trust principles, functions and systems, as well as ingenuity and leadership skills. Duties of this position include:

Land Trust. Design, implement, and manage land ownership programs in conjunction with the Board, committees, and local governments. Coordinate new land acquisition opportunities through completion. Maintain information about the status of all Land Trust projects and coordinate project activities. Oversee the handling of all inquiries regarding potential projects and may assign responsibility to committees as appropriate. Assist the Board with negotiations, contracts, and due diligence. Coordinate work with local partners and/or local jurisdictions.

Community Outreach and Education. Working with staff, Board, volunteers and/others, oversee and coordinate outreach to landowner partners, organizational partners, local and state governments, the media, Land Trust members, housing developers and the public at large, including the production of three newsletters per year plus an annual meeting and report. Participate with other Land Trusts and affordable housing agencies on policy legislation, education, accreditation and issues of common interest.

Fundraising and Donor Relations. With the Board, meet with, oversee, and maintain relations with donors and major donors. Work with staff to maintain complete records of all donation activities. In conjunction with the Board, initiate, develop and implement fundraising strategies and coordinate fundraising events. Explore potential grant and fundraising sources.

Legal Compliance. Oversee and ensure compliance with state and federal non-profit corporation requirements, including 501 (C)(3) issues. Ensure required returns and reports are filed and taxes are paid when due. Observe by-laws and alert the Board when changes may be necessary. Be familiar with Land Trust Standards and Practices and ensure compliance with requirements and follow-through on accreditation process.

Financial Management. Working with the, Board Treasurer, Finance Committee, and TJPDC Finance Director, prepare annual budget for Board approval and monitor activities to meet the budget. Coordinate financial audits and work with accounting professionals to file Form 990. Assure compliance with fund restrictions, interest allocation and finance policies. Develop and monitor policies and procedures for finances. Maintain complete records of all financial activities. With Board Treasurer and the Finance Committee, make regular financial reports to Board.

TJCLT Proposal March 2, 2017

Board Relations and Development. Support board member recruitment and orientation, and provide ongoing education related to land trust issues and organizational governance. Keep Board members informed of Land Trust activities on a regular basis and oversee Land Trust events, including an Annual Meeting. Schedule meetings and retreats and provide organizational support including coordinating communications among Board members, officers and Board committees.

Administration. Oversee volunteer coordination.

Strategic and Policy Planning and Development. Working with the board and staff, develop for board review and approval the annual work plan and budget for a multi-year strategic plan, and policies and procedures for land trust accreditation, and work with board and staff to implement the plans and policies.

The Strategic Planning Goal is to create a self-sustaining organization by the end of year two of employment. Strategic Plans should include the consideration of a transfer of the TJCLT Executive Director to either a part-time or full-time employee of the TJCLT.

PROPOSED BUDGET:

	<u>Tasks</u>	<u>Hours</u>	<u>Cost</u>
1.0	Salary, benefits and indirect costs		
1.1	24 months X 20 hours per week X 50 weeks per year X \$50.00 total hourly fee	20 Hours	\$100,000

Full Time Salary = \$40,000 per year / 40 hours per week =
\$19.15 per hour

Part-Time Salary = \$20,000 per year / 20 hours per week =
\$19.15 per hour

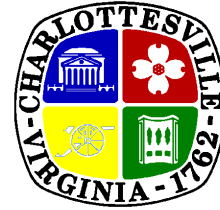
Hourly contractual fee includes direct and indirect costs.

Direct costs include salary, insurance and retirement benefits, and leave time.

Indirect costs include oversight by TJPDC Executive Director, fiscal management, limited administrative assistance, one office space with desk, utilities to include water, sewer, electricity, phone, internet and copying services. Indirect includes no equipment and no office supplies.

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**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	April 17, 2017
Actions Required:	Yes (First of two readings)
Staff Presenter:	Craig Brown, City Attorney
Staff Contacts:	Maurice Jones, City Manager Craig Brown, City Attorney
Re:	City Council Salaries

Background:

As provided in City Code section 2-40, the annual salary for the Mayor is \$16,000, and \$14,000 for the remaining members of City Council. For cities with a population between 35,000 and 74,999, such as Charlottesville, the maximum salaries allowed under state law are \$18,000 for councilors, and \$20,000 for a mayor. Virginia Code sec. 15.2-1414.6.

Discussion:

The salaries of the Mayor and members of the Charlottesville City Council have not been increased since July 1, 2008. Prior to that date the salaries were \$12,000 for the Mayor and \$10,000 for the other members of Council. Virginia Code sec. 15.2-1414.6 also provides rules that govern the timing of any salary increase for members of a city council: the salaries must be set by ordinance, and every proposed increase in the salary of a member of council must be adopted at least four months prior to the date of the next municipal election. Also, increases in the salary of a member of council cannot take effect until July 1 after the next regularly scheduled general election of council members. If City Council approves a salary increase it would therefore not take effect until July 1, 2018.

Community Engagement:

There has been no community engagement on this issue.

Budget Impact:

If the salaries for the Mayor and members of City Council are increased to \$20,000 and \$18,000, respectively, the impact on the City budget, beginning July 1, 2018, would be an additional annual expense of \$20,000 (\$4,000 increase x 5).

Recommendation:

Staff recommends adoption of the attached ordinance increasing the salary of council members to \$18,000, and to \$20,000 for the mayor.

Alternatives:

City Council can decline to approve a salary increase for the Mayor and members of Council, or can approve a smaller increase than what is proposed.

Attachment:

Proposed Ordinance

**AN ORDINANCE
AMENDING AND REORDAINING SECTION 2-40 OF
ARTICLE II (CITY COUNCIL) OF CHAPTER 2 (ADMINISTRATION) OF THE
CODE OF THE CITY OF CHARLOTTESVILLE, 1990, AS AMENDED,
TO PROVIDE FOR AN INCREASE IN THE ANNUAL SALARIES
OF THE MAYOR AND MEMBERS OF CITY COUNCIL**

BE IT ORDAINED by the Council for the City of Charlottesville, Virginia that Section 2-40 of Article II of Chapter 2 of the Code of the City of Charlottesville, 1990, as amended, is hereby amended to read as follows:

ARTICLE II. CITY COUNCIL

....

Sec. 2-40. Salaries of members and mayor.

Notwithstanding the provisions of Section 5(c) of the Charter to the contrary, and pursuant to the authority of Code of Virginia, Section 15.2-1414.6, the annual salary of members of the city council, except the mayor, shall be ~~ten~~ fourteen thousand dollars (~~\$10,000.00~~ \$14,000.00), and the annual salary of the mayor shall be ~~twelve~~ sixteen thousand dollars (~~\$12,000.00~~ \$16,000.00), until July 1, ~~2008~~ 2018, at which time the annual salary of members of the city council, except the mayor, shall be ~~fourteen~~ eighteen thousand (~~\$14,000.00~~ \$18,000.00), and the annual salary of the mayor shall be ~~sixteen~~ twenty thousand dollars (~~\$16,000.00~~ \$20,000.00).

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	April 17, 2017
Action Required:	Vote on resolution, which includes financial support of the Legal Aid Proposal
Presenters:	Maurice Jones, City Manager Charlene Green, Manager of the Office of Human Rights
Staff Contacts:	Maurice Jones, City Manager Charlene Green, Manager of the Office of Human Rights
Title:	Welcoming City Update

Background:

During the last year and a half our country has been engaged in an on-going debate over the future of immigration. This contentious issue has created an atmosphere of fear within our immigrant population here in the Charlottesville area. Recent Immigration and Customs Enforcement (ICE) raids throughout the nation, which were well publicized, have heightened the anxiety for documented and undocumented immigrants alike, leading to unsubstantiated rumors concerning federal, state and local law enforcement.

The City Council has on several occasions in recent history publicly supported our community being a Welcoming City for all, including a Proclamation approved by Council members on October 5th, 2015 (attached). The proclamation asserts that being a Welcoming City to all people, including immigrants, promotes economic prosperity and global competitiveness, and is crucial to individual and community success.

Over the course of the last six months, representatives from the City have engaged with immigrants in our community and the organizations that provide support to them. Officials have tried to allay any fears people have had concerning the request of information on the legal status of immigrants and federal immigration detainers.

Our law enforcement officials do not request the immigration status of residents who are detained. However if there are outstanding warrants on the subjects those warrants will be served. The detainment of undocumented immigrants for the purpose of turning them over to ICE agents is a request made under civil law, according to a 2015 opinion from Virginia Attorney General Mark Herring.

Mr. Herring's opinion states, in essence, that a local jail may not hold a person beyond the expiration date of their state or local custody on the basis of an immigration detainer. A federal

criminal warrant for a substantive offense or a federal immigration-related criminal warrant is required to enable a state penitentiary or local jail to hold a prisoner for federal immigration authorities. The Albemarle-Charlottesville Regional Jail notifies federal immigration authorities when they receive a person into custody for whom there is a federal immigration detainer, but they may not hold someone beyond the expiration of their state or local period of confinement without a criminal warrant.

Discussion:

The City is developing an informational brochure that outlines its immigration related procedures while also offering resources for local immigrants. The brochure will be available on the City’s web site, in City buildings and offered through our non-profit partners.

The Council is being asked to vote on a new Welcoming City resolution that addresses the concerns raised by residents of our community who are concerned about the treatment of immigrants in our City. Additionally, the Legal Aid Justice Center (LAJC) has submitted a request for funding to the city “to help immigrant families in Charlottesville to understand and assert their legal rights.” The proposal is attached to this memo.

Staff recommends if the Council approves funding for the initiative that it requires the funding to be used only for City residents. That was not explicitly expressed in the proposal.

Alignment with City Council’s Vision and Strategic Plan:

A Community of Mutual Respect

“In all endeavors, the City of Charlottesville is committed to racial and cultural diversity, inclusion, racial reconciliation, economic justice, and equity. As a result, every citizen is respected. Interactions among city leaders, city employees and the public are respectful, unbiased, and without prejudice.”

This also aligns with Strategic Plan Goal 5: *Foster Strong Connections*, and the initiative to respect and nourish diversity.

Budgetary Impact

\$10,000 in funding from the City Council’s Strategic Fund to support Legal Aid’s proposal to provide legal services to local immigrants.

Alternatives:

Council could choose to not approve the resolution.

Attachments:

Welcoming City Update Resolution

Legal Aid Proposal to Provide Legal Assistance to Local Immigrants

City Council Welcoming Proclamation 10-05-15

Welcoming City Update Resolution

April 17, 2017

WHEREAS, Charlottesville City Council passed a Welcoming City Proclamation on October 5, 2015, and

WHEREAS, the recent executive actions and immigration enforcement announcements by the administration, paired with intimidating and divisive statements, have created a climate of fear, rumor and distrust of federal, state and local governments, and

WHEREAS, Charlottesville City Council seeks to address this climate of fear by providing a positive statement of our values and actions to a community seeking reassurance,

BE IT THEREFORE RESOLVED, the City of Charlottesville embraces the values of a Welcoming City, and we stand for the principle that all members of this community are our neighbors and deserve trust and protection, and that those values should be embodied by our public safety, law enforcement and social services professionals, and

BE IT FURTHER RESOLVED, the City Council upholds Attorney General Mark Herring's January 2015 conclusion that localities in Virginia can and must have discretion when faced with federal mandates regarding immigration issues, and

BE IT FURTHER RESOLVED, as a locality, we have limited public resources, both in terms of staff and funds, for public safety, law enforcement, and social services, and we believe that our professionals should employ those limited resources to meet their obligations under local and state law and to serve all the members of our community, consistent with the values of a Welcoming City, and

BE IT FURTHER RESOLVED, in service of providing vulnerable populations with information about their rights and resources available to them in our Welcoming city, we request that the Office of Human Rights prepare, promulgate and maintain a research guide on these topics for the public, and to work with appropriate partners in our government and our community to ensure that these populations have access to the guide and underlying resources, and

BE IT FURTHER RESOLVED, that whereas public safety is a paramount mission of local government, that we defer to the considered judgment of our law enforcement and public safety professionals that the limited and welcoming approach to immigration questions they currently employ, which emphasizes local discretion and the maintenance of trust between residents and our public safety professionals, is our best option for maintaining security in our local community; and

BE IT FURTHER RESOLVED, in this time of confusion, intimidation and fear regarding immigration, we approve an allocation of \$10,000 be provided to our non-profit partner, Legal Aid, to support a program providing legal services to immigrants in our community.

Charlottesville Conditions of Eligibility Report Form

To submit a funding application, an organization must meet these criteria/answer these questions:

ORGANIZATION NAME: Tim Wallace

1. Is the organization organized, qualified, and recognized as nonprofit and tax-exempt as defined by the Internal Revenue Service under 26 U.S.C. 501(c)(3)? Yes No
If yes, please provide a copy of your IRS status letter
2. Does the organization provide services that directly benefit human beings? Yes No
3. Does the organization have a direct and substantial presence in the City of Charlottesville? Yes No
4. Is the organization incorporated as defined by the State Corporation Commission? Yes No
Date of agency incorporation: 1967 ** Please include a copy of Articles of Incorporation
5. Is the organization registered completely with the Virginia Department of Agriculture and Consumer Services, Division of Consumer Affairs, Charitable Solicitation Section? Yes No
6. Is the organization directed by a volunteer Board of Directors that meets at least quarterly? Yes No
7. a. If the organization's annual budget is over \$200,000, is the organization audited by an independent certified public accountant each year? Yes No
b. If the organization's annual budget is under \$200,000, is the organization audited by an independent certified public accountant at least every three years? Yes No
8. Did this organization request funding for this specific program during the budget cycle? Yes No



Signature of Chief Professional Officer

3/23/17

Date

Off Budget Funding Request *City of Charlottesville*

Organization Name: Legal Aid Justice Center (LAJC)

Chief Professional Officer: Mary Bauer

Address: 1000 Preston Ave, Suite A, Charlottesville, VA 22903

Telephone: 434-977-0553

E-mail: mary@justice4all.org

Amount Requested: \$10,000

Briefly describe the program for which funding is requested (25 words or less).

Efforts to help immigrant families in Charlottesville to understand and assert their legal rights in the face of increasingly aggressive immigration enforcement.

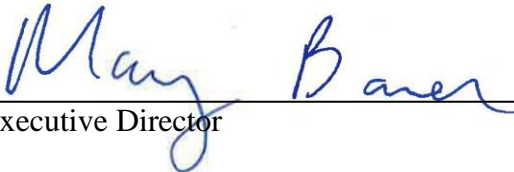
Briefly state the organization's mission.

Our mission is to seek equal justice for all by solving clients' legal problems, strengthening the voices of low-income communities, and rooting out the injustices that keep people in poverty.

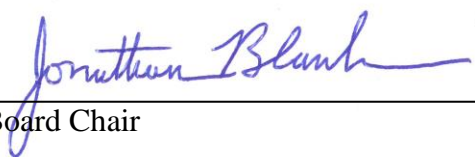
Why is this funding needed outside of the City's normal funding cycle?

The urgent need for this program arose only after the presidential election and the subsequently aggressive enforcement activities by Immigration and Customs Enforcement (ICE) personnel.

Signatures:



Executive Director



Board Chair

Date Submitted: 3/23/17

Program Narrative to be completed by all programs requesting operational funding.

- 1. Need: Indicate which Council Vision Area(s) and goal(s) in the City’s Strategic Plan (www.charlottesville.org/strategicplan) the program addresses. Describe the local needs the program addresses. Who are the beneficiaries (include number served and relevant demographic information)**

This program directly impacts the City’s goal #2 of Charlottesville being a safe, equitable, thriving and beautiful community. Specifically, the program addresses 2.4 “Ensure families and individuals are safe and stable.” The beneficiaries of this program are the immigrant population in Charlottesville and the surrounding communities. According to the most recent census data, there are over 18,000 foreign-born residents living in the City of Charlottesville and the surrounding counties. The majority of these residents are immigrants from Spanish speaking countries (particularly Mexico, Guatemala, Honduras, and El Salvador). It is unknown how many are undocumented, but regardless it is a significant population.

Our immigrant neighbors are being threatened right now by our federal government in a way that feels unprecedented. Previous administrations have “taken the gloves off of” Immigration and Customs Enforcement (ICE) officers before, but never in the modern era has that happened in an environment where the tone of national leadership displayed this level of racial and religious animus towards immigrants. That tone makes a difference, and we are already seeing that reflected in the cruelty displayed by government personnel as they detain homeless men leaving shelters and victims of domestic violence at the courthouse where they were seeking a protective order.

All of this has resulted in already vulnerable families facing the very real risk of being ripped apart without notice. A student at Walker Upper Elementary School recently told us that she didn’t want to go to school because from the moment she walked out of the house to the moment she saw her again, she was terrified her mom might not be there when she got back. That risk and the fear that it generates in parents and their children has a devastating impact.

Undocumented and mixed-status families have always lived with a certain amount of dread. That dread has been shown to manifest in trauma-like impacts on the children of those families.¹ It has also been shown to have dramatic negative health impacts.² It is also well established that panic and fear cause individuals to make bad decisions. Today, an entire population is facing unbelievable levels of that fear and trauma, and our community is suffering for it.

- 2. Strategies: Explain what strategies the program uses to effectively address the identified needs.**

¹ <https://www.theatlantic.com/education/archive/2016/01/the-educational-and-emotional-toll-of-deportation/426987/>

² http://www.salon.com/2017/01/27/how-an-iowa-immigration-raid-effected-infant-health_partner/

Our overall goal is to protect undocumented and mixed status families from the harm caused by overly aggressive immigration enforcement actions through meaningful access to the protections of the law. In addition to preventing detentions and deportations, our goal is also to mitigate the damaged caused by fear and panicked decision making.

We will accomplish our goals through three primary strategies:

Know Your Rights (KYR) Presentations:

We will gather immigrants from all over the greater Charlottesville region together in churches, mosques, schools, and other safe spaces and provide educational information about their rights relative to immigration enforcement. Over the course of the next year, hundreds of attendees will learn how to respond if ICE agents approach them at their home, workplace, or in public as well as the latest information that will help them to judge what precautions to take and what not to take. For example, in times of fear, families wonder whether it is safe to send their children to school, to apply for free-lunch, to sign up their citizen children for SNAP benefits or take them to the emergency room. Other parents are concerned about what will happen if they attempt to claim their children who have been apprehended at the U.S. border or whether or not to call the police if they witness or experience a crime.

Our services will give them the information they need to make reasoned decisions about risk and their families' well-being that benefit them and the community as a whole. Our local police will not inquire about crime victims' immigration status. Terrified families need more assurance than the police themselves can provide that this is true. If families don't trust the police, then everyone is less safe.

The information we provide regarding responding to ICE can be the difference between ICE taking a whole family and leaving an attempted raid empty-handed. The night after one of our first KYR presentations in Fairfax after the inauguration, there were a series of ICE raids at the apartment complex across from our Falls Church office. ICE officers went to one apartment with a warrant for the arrest of one man who no longer lived in that apartment. The occupants of the apartment opened the door, and ICE arrested everyone in the apartment. At another apartment in the same complex on the same day, the occupants refused to open the door, and the ICE officers left empty handed.

Emergency Preparedness Workshops:

We will recruit volunteers (attorneys and lay volunteers) to assist dozens of families one-on-one to put together emergency preparedness plans that address both the personal and legal aspects of preparing for one or both parents to be detained/deported. Preparing for the loss of one or both parents because of deportation is very much like making end-of-life arrangements for a terminally ill parent, except with the added terror of the timing being absolutely and completely unpredictable. When an ICE raid picks up a parent, there is no notification to the rest of the family unless the detention was witnessed. In many instances, the detained person simply disappears.

Our emergency preparedness workshop covers powers-of-attorney paperwork, orderly record keeping of essential documents (prescriptions, bank info, ID's deeds, car titles etc), making and communicating plans for who will pick up kids from school, financial arrangements regarding what bills are owed to whom and when, and what information to keep on hand at all times (including a lawyer's phone number). This information helps families in crisis be more stable, and gives them some measure of peace of mind.

Legal Representation of Detained Immigrants:

We will represent an estimated 10 -12 individual immigrants statewide who have been detained and put into the deportation process. We lack the capacity to do this at a high volume, but we are actively seeking clients who are the victim of clear civil rights violations in how they were identified/detained. Our goal is to mount a highly visible constitutional challenge to ICE practices and in so doing limit the aggressiveness of ICE procedures in Virginia and beyond.

One of our goals in attempting to bring a constitutional challenge of this kind is to make a symbolic statement about the rule of law. The Trump administration is acting very much on a symbolic level (e.g. the wall), and we hope to make our lawsuit a symbolic gesture of defiance on behalf of the immigrant community. We want to make a statement that individuals have legal rights under the United States Constitution regardless of their immigration status.

A Note About Collaboration:

LAJC provides a critical and unique value to Charlottesville's immigrant communities, but we do so in close coordination with the individuals, local government, churches, and other non-profits. Our staff have worked tirelessly since the election to help convene conversation and build coalition efforts to respond to community demand for information and help protecting their families. Our KYR presentations and family preparedness workshops are hosted by and promoted by our partners. We have worked with the International Rescue Committee to help their client community understand their rights when contacted by federal officers and discuss immigrants' legal rights in the workplace (for example to be free from religious discrimination). We have met with local officials including police officers and jail official in an effort to ensure that immigrant families and local institutions maintain productive relationships.

Much is unsettled now at the federal level and that creates uncertainty and fear that has a ripple effect throughout our community. LAJC is playing and will continue to play an essential role in helping the community as a whole respond in ways that keep people safe and stable.

3. Evaluation: What specific outcomes are expected as a result of the requested funding? Describe how the program is evaluated.

This project will have three primary short-term outcomes. First, the individuals who we serve through this project will have their fear reduced and be able to make better decisions. That means more children in school, more bread-winners working, more access to social services, and stronger relationships between immigrants and the police and other local authorities.

All three of our activities will bring about this outcome. It is hard to overstate the degree of fear in this community and the harm that panic can cause. While we are not proposing to spend resources measuring changes in fear before and after services in a rigorous way, we receive constant anecdotal feedback from participants in the relief they express to us and their insistence that we continue to do presentations and hold workshops for their communities. Several of our events to date have been filled to capacity resulting in follow-up events specifically for those turned away.

The second outcome is that if/when ICE conducts raids in the Charlottesville area, fewer people will be deported. As the story above about an ICE raid across the street from our Falls Church office demonstrates, the choices that immigrants make when confronted by ICE can and do make a material difference in the outcomes of those encounters. Legal representation for those actually detained will be challenging, but we are optimistic that we will have positive outcomes to report there as well. A successful systemic challenge to ICE procedures could reduce the number of collateral arrests that happen very broadly. An increase in collateral arrests is one of the clear changes in ICE procedures under this administration. Previously, when conducting a raid, ICE would only arrest the individual(s) for whom they had warrants. Today, ICE is arresting every undocumented person in the vicinity when they execute a warrant.

It is our hope, and we stress this at our trainings and workshops that when families have contact with ICE that they report those contacts to us. This will allow us to both learn more about ICE procedures to help develop a systemic case and provide us more specific feedback regarding retention of the information we present.

For the third outcome, those families that do experience a detention or deportation will be more stable in the immediate aftermath. Children will be more likely to stay at the same school and less likely to be put into foster care because it will be clear who is to take care of them and what their educational rights are. Fewer families will be evicted because a plan will be in place for who will pay their rent and utilities or where they will live. A deportation is devastating no matter what, but our project will make it less so.

Each presentation and workshop will be fully documented in our case management system as to the location, date, community partners, number of attendees, and number of people receiving one-on-one assistance. We will track case data rigorously including the outcome of the legal case, the direct benefit to the client, and the number of family members impacted.

Activities and Outcomes Plan and Report

<p>1. Strategic Plan Alignment www.charlottesville.org/strategicplan</p>	<p><u>Indicate which Council Vision Area(s) and goal(s) of the City's Strategic Plan the program addresses</u></p> <p>This program directly impacts the City's Vision Area of being a Community of Mutual Respect and the City's goal of Charlottesville being a safe, equitable, thriving and beautiful community. Specifically, the program addresses goal 2.4 "Ensure families and individuals are safe and stable."</p>
<p>2. The indicators this project addresses are...</p>	<p><u>Provide at least two meaningful indicators that this project will address.</u></p> <ol style="list-style-type: none"> 1) Palpable community fear leading to refusal/hesitation to engage in civic life including signing kids up for school, applying for free-lunch, accessing medical care, seeking employment, and working with the police on issues of public safety. 2) Charlottesville reputation as a welcoming City will be enhanced by visible efforts by the City to support immigrants in this very tangible and public way.
<p>3. The goal of this project is to produce/provide... (products or services, output)</p>	<p><u>Describe what you provide, to whom, how many, and time frame</u></p> <p>Our overall goal is to protect undocumented and mixed status families from the harm caused by overly aggressive immigration enforcement actions through meaningful access to the protections of the law.</p>
<p>4. To accomplish...</p>	<p><u>Explain what you expect accomplish</u></p> <p>In order to:</p> <ol style="list-style-type: none"> 1) reduce the likelihood of Charlottesville families being deported; 2) reduce the harm that would be caused by any deportations that do happen; and 3) reduce fear of deportation and the authorities.
<p>5. So that participants/beneficiaries can...</p>	<p><u>Describe what changes you expect</u></p> <p>So that our immigrant communities can make reasoned decisions about how to both continue to function as members of our community and to protect themselves from devastating harm.</p>

<p>6. Resulting ultimately in...</p>	<p><u>Describe projected FY 17 outcomes with numbers and percentages, as well as methods of measurement</u></p> <p>Hundreds of Charlottesville area residents will be better informed of their rights and how to access the protections of the law.</p> <p>100% or nearly 100% of qualified^ requests for presentation/workshops will result in a presentation/workshop.</p> <p>^Requests must come through community groups and have reasonable expectation of 12 or more participants.</p>
<p>7. Current outcomes</p>	<p><u>Provide FY 14 or FY 15 actual results</u></p> <p>Since the election, we have done KYR for over 500 individuals and family preparedness workshops for 150 families.</p>

Agency: Legal Aid Justice Center

Program: Protecting Immigrant Families

	Prior Yr.	Funding Request Yr.
	2015/16	2016/17
	<i>Actual*</i>	<i>Budget</i>
<u>Revenue:</u>		
1. City of Charlottesville	0	10,000
2. Albemarle County	0	
3. Other Local Governments	0	
4. United Way –Thomas Jeff. Area	0	
5. Albemarle County-other	0	
6. City of Charlottesville-other	0	
7. State Funding	0	
8. Federal Funding	0	
9. Grants: Foundation and Corp.	0	
10. Fees: Program Service Fees	0	
11. Fundraising/Gifts and Bequests	0	18,432
12. Investment Income/Transactions	0	
13. Miscellaneous Revenue	0	
14. TOTAL REVENUE	0	0

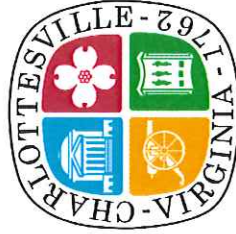
Expenses:

15. Personnel (Salaries/Fringes)	0	22,392
16. Operational Expenses	0	6,040
17. TOTAL EXPENSES	0	24,832
18. Surplus/(Deficit) *	0	0

Explain any Surplus or Deficit: _____

Note about FY 15 Actuals – Project the actuals as you best know them at the time of this funding application.

CITY OF CHARLOTTESVILLE



PROCLAMATION

WHEREAS: *The City of Charlottesville is committed to building a welcoming and neighborly atmosphere in our community, where all people, including recent immigrants, are welcome, accepted, and integrated; and*

WHEREAS: *The City of Charlottesville, Virginia, recognizes that cities that proactively welcome immigrants and take steps to ensure their successful integration will be strategically positioned as globally competitive, 21st century leaders; and*

WHEREAS: *City efforts and policies that promote full access for all, including recent immigrants, are crucial to individual and community success; and*

WHEREAS: *Policies that negate opportunities for contributions to our community in the fullest capacity hinder Charlottesville's prosperity and compromises our commitment to the American values here stated; and*

WHEREAS: *Fostering a welcoming environment for all individuals, regardless of race, ethnicity or place of origin, enhances Charlottesville's cultural fabric, economic growth, global competitiveness and overall prosperity for current and future generations;*

NOW, THEREFORE, BE IT RESOLVED, *by the City Council of Charlottesville, Virginia, that the City of Charlottesville is a "WELCOMING CITY" and we encourage all our staff and our community to join us in welcoming immigrants in our midst.*

Signed and sealed this 5th day of October, 2015.

Satyendra Singh Huja, Mayor
Charlottesville City Council

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	April 17, 2017
Action Required:	Direction from City Council
Presenters:	Maurice Jones, City Manager
Staff Contacts:	Maurice Jones, City Manager Mike Murphy, Assistant City Manager
Title:	Lee Statue Removal Options Renaming of Lee and Jackson Parks

Background:

City Council created the ad-hoc Blue Ribbon Commission on Race, Memorials and Public Spaces (BRC) on May 2, 2016 to address the questions and concerns brought before council regarding the statues of Robert E. Lee and Stonewall Jackson. Eleven commission members were appointed after an application process. They were charged with providing Council with options for telling the full story of Charlottesville's history of race relations and for changing the City's narrative through our public spaces. A final report was presented to Council on December 19, 2016. The Council reviewed the Commission's recommendations at its January 17, 2017 meeting.

On February 6, 2017 the City Council voted 3-2 to remove the Lee statue from Lee Park. The motion read:

“NOW THEREFORE BE IT RESOLVED that the City of Charlottesville shall remove the statue of Robert E. Lee from the park currently known as Lee Park;

BE IT FURTHER RESOLVED that we hereby direct staff to bring Council a range of recommended options for moving forward with decisions on destination and design within 60 days for our consideration.”

In separate motions, the Council voted unanimously to rename both Lee and Jackson Park and to move forward with developing a Request for Proposal (RFP) for professional design services to create a Master Plan for the Historic North Downtown and Court Square Districts that would;

- Redesign and transform Jackson Park through the addition of a new memorial to Charlottesville's enslaved population while retaining its ability to function as a community gathering space,

- Redesign Lee Park, independent of the Lee statue while retaining its ability to function as a community gathering space,
- Replace (as possible) the current plaque at the slave auction block with one that is legible,
- Identify and acknowledge the site of the Freedman's Bureau.

Staff is developing the RFP for the design services with the goal of posting it in late May or early June.

Discussion:

The staff has developed several options for the Council to consider concerning the removal of the Lee statue and the renaming of both parks.

Removal

There are several options for the Council to consider on the disposition of the Lee Statue:

- ***Auction***
City Council could declare the Statue to be surplus property; thereafter, staff would sell the Statue at an auction to any purchaser willing to pay for it, and would require the purchaser to bear the cost of removing it from City property within a specified period of time after purchase.

The purpose of a surplus auction is to maximize the value that the City can recover; the use and disposition of property after being auctioned off is at the purchaser's sole discretion.
- ***Bid***
The City could advertise that it's interested in selling the Statue to an individual or entity (including, without limitation, a non-profit organization or entity, a for-profit company or corporation, a local government, etc.), subject to conditions Council may determine to be appropriate, which might include any one or more of the following: (i) the purchaser would bear cost of removal, and would repair damage to city property resulting from removal, (ii) the purchaser would partner with the City to obtain advance National Park Service (NPS) approval of the proposed relocation site, in order to preserve the Statue's NRHP listing (further discussed in Option 2, following below); (iii) the purchaser could be required to give binding assurances that the Statue will be preserved and maintained at a new location, regardless of whether the Statue's National Register of Historic Places (NRHP) listing is maintained. This alternative could take place on a schedule determined by Council; the initial timing decision to be made would be how, and for what period of time, Council would wish to advertise its interest in receiving Offers to Purchase.
- ***Donation***
The City could donate to a government entity within the US (local, state, or federal) authorized by Va. Code §15.2-953(C), or donate to a non-profit entity authorized by Va.

Code §15.2-953 (e.g., a public or private non-profit engaged in commemorating historical events). The City would have to negotiate with the entity over who would be responsible for the costs associated with removing the statue from the park and moving it to its new location.

One of the BRC's recommendations was to move the statue from its current location to a new space in McIntire Park. Council did not include this option in the resolution it passed in February; however, staff believes it is important to explain what procurement steps would need to take place in order to move the statue within the City limits.

It is not recommended that the City undertake removal and relocation itself. We are not aware of any similar type work with which existing City employees are experienced, and assigning City employees to perform this task would present OSHA issues, potential workers' compensation liability and potentially other issues, should the Statue be seriously damaged or destroyed as a result of the means/methods used by City employees to move it. If an experienced contractor is hired, risk of personal injury and property damage in the moving process can be both minimized and financial responsibility can be shifted to the contractor and its forces. A contractor would need to be selected through our procurement process.

Renaming of Lee and Jackson Parks

The City has a Naming Policy for its parks and recreation facilities, which is attached. Under normal circumstances, it is recommended that the parks "be named in accordance with geographical, historical or ecological features indigenous to the park site or to the immediate vicinity of the site" or named for an individual who has made a significant gift of land, significant contributions to the park system or significant contributions to the City's park system. After deliberation, the final action on naming of a new park or facility rests with the Parks and Recreation Advisory Board.

Because of the uniqueness of this situation, a renaming of two parks that have been in our parks system for over 90 years, staff believes there should be extensive community outreach associated with this process and ultimately the decision on the renaming of the parks should rest with the City Council. The staff proposes establishing several ways for the City to solicit input on names for Council to consider:

- Email – The City will set up a special email that would collect proposed names.
- Water Bill Insert – The City would offer an opportunity for our water and gas customers to submit suggestions through a special insert that would be delivered with their water bills. Our customers could return the ballots with their water bills.
- Online Survey – The City would post a survey on its web site that would collect names.
- Social Media – Names could be collected through the City's social media outlets including Facebook and Twitter.

The City would receive submissions for a period of 45 days. Once the names are collected, the staff would work with the Parks and Recreation Advisory Board to narrow the suggestions down to 5 to 10 for further consideration. At that point, Council could begin deliberations of the final submissions or offer another round of polling to gauge public reaction. If Council chooses the latter then the staff would utilize the same tools from the first round of engagement to collect.

Alignment with City Council’s Vision and Strategic Plan:

Community of Mutual Respect – “In all endeavors, the City of Charlottesville is committed to racial and cultural diversity, inclusion, racial reconciliation, economic justice, and equity. As a result, every citizen is respected. Interactions among city leaders, city employees and the public are respectful, unbiased, and without prejudice.”

This also aligns with Strategic Plan Goal 5: *Foster Strong Connections*, and the initiative to respect and nourish diversity.

Budgetary Impact

Council has already approved \$500,000 from the FY16 year-end appropriation dedicated to the recommendations of the BRC. Any additional funding will be determined based on decisions the Council will make concerning the removal of the statue.

Initial costs associated with the renaming of Lee and Jackson Parks will be minimal. There will be additional costs associated with new signage once the names are determined.

Alternatives:

Council could choose an alternative for removal that has not been proposed by the staff. Also, in lieu of soliciting names from the public for Lee and Jackson Parks the Council could direct staff or the Parks and Recreation Advisory Board to follow the procedures associated with naming new parks and parks facilities.

Attachments:

Attachment A – Disposition Alternatives – R.E. Lee Statue

Policy – Naming of Parks and Parks Facilities

The full report from the BRC can be found at:

<http://www.charlottesville.org/home/showdocument?id=49037>

The City Manager's office has requested information regarding the fiscal/ procurement requirements that may govern a disposition of the statue of R.E. Lee, located in Lee Park (hereafter, the "Statue").

Option 1: City divests itself of ownership of the statue

- **Do we need to get an appraisal of the Statue in order to meet our fiduciary responsibility and have a basis of comparing offers?**

Answer: no, an appraisal is not required by the applicable legal procedures.

- **What alternatives do we have?** Auction, bid, donation, government-to-government? What are the pros/cons, timelines associated with each? What terms or conditions can we place under each option to minimize cost/risk to the City? For example, cost of removal and transportation are the responsibility of whoever is taking the Statue; removal within any set time period? Is there a need for any special conditions i.e. minimize damage to the statues, contractor's ability to handle public scrutiny that will come with this project, contractor's ability to provide secure removal and transport?

Answer:

- **Donate to a government entity within the US (local, state, or federal) authorized by Va. Code §15.2-953(C).**
- **Donate to a non-profit entity authorized by Va. Code §15.2-953 (e.g., a public or private non-profit engaged in commemorating historical events)**
- **Auction as surplus property:** City Council could declare the Statue to be surplus property; thereafter, staff would sell the Statue at an auction to any purchaser willing to pay for it, and would require the purchaser to bear the cost of removing it from City property within a specified period of time after purchase. The purpose of a surplus auction is to maximize the value that the City can recover; the use and disposition of property after being auctioned off is at the purchaser's sole discretion.

Usually, City staff sells surplus property via online auction or via the public fixed-price sale held monthly at the City warehouse. An online auction or special auction could be scheduled at any time, and once the parameters of the sale are identified, it will likely take approximately 90 days to plan and complete the sale. Alternatively, the City could hire (via an IFB, RFP or small purchase procedure, depending on cost) a professional auctioneer experienced in selling works of art, and instruct the auctioneer to conduct a special auction at the site of the Statue.

- **Issue Offers to Purchase (a disposition of property in this manner is not subject to Procurement Act or surplus property procedures).** The City could advertise that it's interested in selling the Statue to an individual or entity (*including, without limitation, a non-profit organization or entity, a for-profit company or corporation, a local government, etc.*), subject to conditions Council may determine to be appropriate, which might include any one or more of the following: **(i)** the purchaser would bear cost of removal, and would repair damage to city property resulting from removal, **(ii)** the purchaser would partner with the City to obtain advance National Park Service (NPS) approval of the proposed relocation site, in order to preserve the Statue's NRHP listing (*further discussed in Option 2, following*

below); **(iii)** the purchaser could be required to give binding assurances that the Statue will be preserved and maintained at a new location, regardless of whether the Statue's National Register of Historic Places (NRHP) listing is maintained. This alternative could take place on a schedule determined by Council; the initial timing decision to be made would be how, and for what period of time, Council would wish to advertise its interest in receiving Offers to Purchase.

- **What if no one bids?** Leave the Statue in place; repeat the offered-for-sale process multiple times until an acceptable offer is received; go to Option 2.

Option 2: City retains ownership of the Statue, and moves it from its current location to another location in the City

- **Can the City do it with its own forces (public works employees?)**

Answer: It is not recommended that the City undertake removal and relocation itself. We are not aware of any similar type work with which existing City employees are experienced, and assigning City employees to perform this task would present OSHA issues, potential workers' compensation liability and potentially other issues, should the Statue be seriously damaged or destroyed as a result of the means/methods used by City employees to move it. If an experienced contractor is hired, risk of personal injury and property damage in the moving process can be both minimized and financial responsibility can be shifted to the contractor and its forces.

- **Do we have to go through a formal procurement process to hire a contractor to relocate the Statue?** **Answer: yes.**

- **Is there a need for any special conditions (i.e. minimize damage to the Statue; contractor's ability to provide secure removal and transport; contractor's ability to handle public scrutiny that will come with this project?)**

Answer: yes. The Statue is listed on the National Register of Historic Places (NRHP), under the category of "Recreation and Culture: Work of Art". If City Council wishes to preserve that listing, a process must be followed BEFORE any move is commenced. Also, the City should seek a contractor who has prior experience moving works of art of similar size and materials. (No special conditions are necessary relating to "public scrutiny"; if a contractor does not wish to be associated with the move, it should not compete for the contract).

Step 1: engage a consultant via RFP, if NRHP listing is to be preserved. City Council should initially make a determination of whether or not it wishes to attempt to preserve the NRHP listing for the Statue. If so, the City should conduct a **competitive negotiation (RFP) process** to engage a consultant who can: **(i)** assist with recommendations for selecting one or more appropriate relocation site(s); **(ii)** assist with the documentation and application process necessary to comply with 36 CFR 60.14 (see attached); **and (iii)** prepare a "scope of work" identifying any special protective measures to be used by a contractor in the removal/ relocation process, and identifying any necessary qualifications that a qualified contractor should have.

Step 2: engage a contractor to physically move the Statue, consistent with the "scope of work" referenced above. Competitive sealed bidding (**IFB**) is the procurement to be used for selection of

the relocation contractor. The successful contractor should be required to provide liability insurance and a performance bond.

Note: If protecting the NRHP listing for the Statue is not a priority for Council, **OR** if the NPS determines that it will not maintain the NRHP listing after the Statue is moved to a particular proposed site, then the City can (i) make a final decision as to the site to which it would be moved, and then (ii) proceed with the procurement of a contractor to move the Statue—using an **IFB process**. As part of the IFB process, it is recommended that the City should use a pre-qualification procedure to ensure that contractors competing for the contract will each have prior experience in moving works of art of this nature. The IFB could specify that an experienced contractor would be responsible for preparing a protocol describing the “means and methods” it will utilize in performing the moving services.

- What’s the best method to procure removal services? **Answer: see above responses.**
- **What are the timelines associated with each?**
Answer: selection of a consultant by RFP: 90 days. Application to move a Statue listed on the NRHP will take time (est. 60 days for consultant’s services), assuming a site has already been selected by Council. After application is submitted to NPS, it should take at least 90 days to receive a response. IFB to select a moving contractor: 90 days, from solicitation to award of contract. Completion of work: est. 30 days from mobilization to completion. Possible total time: 12 months.
- **What terms or conditions can we place on it to minimize cost/risk to the City? Answer: see the responses given above, p. 1.**

What if no one bids? Answer: leave the Statue in place; re-bid repeatedly, until a bid is received; or go to Option 1.

Title 36 C.F.R. Part 60 (National Register of Historic Places)

Sec. 60.14 Changes and revisions to properties listed in the National Register.

(a) Boundary changes.

(1) A boundary alteration shall be considered as a new property nomination. All forms, criteria and procedures used in nominating a property to the National Register must be used. In the case of boundary enlargements only those owners in the newly nominated as yet unlisted area need be notified and will be counted in determining whether a majority of private owners object to listing. In the case of a diminution of a boundary, owners shall be notified as specified in Sec. 60.15 concerning removing properties from the National Register. A professionally justified recommendation by the State Historic Preservation Officer, Federal Preservation Officer, or person or local government where there is no approved State Historic Preservation Program shall be presented to NPS. During this process, the property is not taken off the National Register. If the Keeper or his or her designee finds the recommendation in accordance with the National Register criteria for evaluation, the change will be accepted. If the boundary change is not accepted, the old boundaries will remain. Boundary revisions may be appealed as provided for in Sec. Sec. 60.12 and 60.15.

(2) Four justifications exist for altering a boundary: Professional error in the initial nomination, loss of historic integrity, recognition of additional significance, additional research documenting that a larger or smaller area should be listed. No enlargement of a boundary should be recommended unless the additional area possesses previously unrecognized significance in American history, architecture, archeology, engineering or culture. No diminution of a boundary should be recommended unless the properties being removed do not meet the National Register criteria for evaluation. Any proposal to alter a boundary has to be documented in detail including photographing the historic resources falling between the existing boundary and the other proposed boundary.

(b) Relocating properties listed in the National Register.

(1) Properties listed in the National Register should be moved only when there is no feasible alternative for preservation. When a property is moved, every effort should be made to reestablish its historic orientation, immediate setting, and general environment.

(2) If it is proposed that a property listed in the National Register be moved and the State Historic Preservation Officer, Federal agency for a property under Federal ownership or control, or person or local government where there is no approved State Historic Preservation Program, wishes the property to remain in the National Register during and after the move, the State Historic Preservation Officer or Federal Preservation Officer having ownership or control or person or local government where there is no approved State Historic Preservation Program, shall submit documentation to NPS prior to the move. The documentation shall discuss:

- (i) The reasons for the move;
- (ii) The effect on the property's historical integrity;
- (iii) The new setting and general environment of the proposed site, including evidence that the proposed site does not possess historical or archeological significance that would be adversely affected by the intrusion of the property; and
- (iv) Photographs showing the proposed location.

(3) Any such proposal with respect to the new location shall follow the required notification procedures, shall be approved by the State Review Board if it is a State nomination and shall continue to follow normal review procedures. The Keeper shall also follow the required notification procedures for nominations. The Keeper shall respond to a properly documented request within 45 days of receipt from the State Historic Preservation Officer or Federal Preservation Officer, or within 90 days of receipt from a person or local government where there is no approved State Historic Preservation Program, concerning whether or not the move is approved. Once the property is moved, the State Historic Preservation Officer, Federal Preservation Officer, or person or local government where there is no approved State Historic Preservation Program shall submit to the Keeper for review:

- (i) A letter notifying him or her of the date the property was moved;
- (ii) Photographs of the property on its new site; and
- (iii) Revised maps, including a U.S.G.S. map,
- (iv) Acreage, and
- (v) Verbal boundary description.

The Keeper shall respond to a properly documented submittal within 45 days of receipt with the final decision on whether the property will remain in the National Register. If the Keeper approves the move, the property will remain in the National Register during and after the move unless the integrity of the property is in some unforeseen manner destroyed. If the Keeper does not approve the move, the property will be automatically deleted from the National Register when moved. In cases of properties removed from the National Register, if the State, Federal agency, or person or local government where there is no approved State Historic Preservation Program has neglected to obtain prior approval for the move or has evidence that previously unrecognized significance exists, or has accrued, the State, Federal agency, person or local government may resubmit a nomination for the property.

(4) In the event that a property is moved, deletion from the National Register will be automatic unless the above procedures are followed prior to the move. If the property has already been moved, it is the responsibility of the State, Federal agency or person or local government which nominated the property to notify the National Park Service. Assuming that the State, Federal agency or person or local government wishes to have the structure reentered in the National Register, it must be nominated again on new forms which should discuss:

- (i) The reasons for the move;
 - (ii) The effect on the property's historical integrity, and
 - (iii) The new setting and general environment, including evidence that the new site does not possess historical or archeological significance that would be adversely affected by intrusion of the property.
- In addition, new photographs, acreage, verbal boundary description and a U.S.G.S. map showing the structure at its new location must be sent along with the revised nomination. Any such nomination submitted by a State must be approved by the State Review Board.

(5) Properties moved in a manner consistent with the comments of the Advisory Council on Historic Preservation, in accord with its procedures (36 CFR part 800), are granted as exception to Sec. 60.12(b). Moving of properties in accord with the Advisory Council's procedures should be dealt with individually in each memorandum of agreement. In such cases, the State Historic Preservation Officer or the Federal Preservation Officer, for properties under Federal ownership or control, shall

notify the Keeper of the new location after the move including new documentation as described above.

City of Charlottesville

Department of Parks and Recreation
Post Office Box 911
Charlottesville, Virginia 22902
434-970-3260



"A World Class City"

Policy - Naming of Parks and Park Facilities

As a general policy, parks shall be named in accordance with geographical, historical or ecological features indigenous to the park site or to the immediate vicinity of the site. Parks may be named for an individual under the following conditions:

1. Where the individual has made a significant gift of land for park purposes to the City, or
2. In memoriam for an individual who has made a significant contribution to the park system of the City of Charlottesville.
3. For an individual who has made a significant contributions to the quality of life in the community.

Recreational facilities or resource management areas within a park may be named for an individual, living or deceased, who:

1. Has made a significant contribution to the protection of natural, cultural, or horticultural resources of the City's park system; OR
2. Has substantially contributed to the advancement of commensurate types of recreational facilities and opportunities within the City's park system; OR
3. Has made a significant contribution to the betterment of a specific park, consistent with the established criteria and standards for the designated park classification as identified in the Comprehensive Plan.

In support of this policy, nominations for naming parks, recreational facilities or resource management areas shall be evaluated on the basis of the above criteria and upon appropriate documentation.

Final action on naming of parks and facilities shall be made in open session by the Parks and Recreation Advisory Board.

Adopted by the Parks and Recreation Advisory Board – May, 2010

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**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	April 17, 2017
Action Required:	Consideration of Ivy Creek Natural Area Landscape Plan
Presenter:	Diana Foster, Secretary, Ivy Creek Foundation
Staff Contacts:	Brian Daly, Director, Parks and Recreation
Title:	Ivy Creek Natural Area Landscape Plan

Background:

City Council is asked to consider a proposed Landscape Plan from the Ivy Creek Foundation (ICF) for the Ivy Creek Natural Area. The Ivy Creek Foundation, in conjunction with local Landscape Architects Warren Byrd and Sue Nelson, has developed a proposal for significant improvements to the entrance and trail connections around the main visitor area of the Ivy Creek Natural Area. This information was presented to the Albemarle County Board of Supervisors earlier this year as Albemarle County jointly owns the Ivy Creek Natural Area with the City.

Discussion:

Ivy Creek Natural Area receives nearly 100,000 visits annually. These visitors include over 2,000 local school students on docent led interpretive tours, naturalist programs, volunteer guide training, farm and barn tours, history programs and many other offerings. The Natural Area is a very busy location and the ICF is desirous of making significant improvements to the entry off Earlysville Road, the parking area and entrance trails to improve pedestrian safety and the visitor experience.

Community Engagement:

The project design was presented to the Albemarle County Board of Supervisors earlier this year. The Ivy Creek Foundation maintains relationships with more than forty (40) community partner organizations who offer public programs at the park, and meet in the education building or on the grounds. (A list of these partner organizations can be found within Attachment 1)

Alignment with City Council's Vision and Strategic Plan:

This project aligns with City Council's "Green City" vision and contributes to Goal 2 of the Strategic Plan: Be a safe, equitable, thriving and beautiful community, and objective 2.5, to provide natural and historic resources stewardship.

Budgetary Impact:

Fiscal Impact of this action is unknown at this time as the design is only at the schematic stage. Further design work will be required to complete realistic cost estimates.

Recommendation:

Staff are in agreement with the ICF that improvements to the main park entrance, parking lots and entrance trails are needed. The design as put forth by the ICF addresses those issues in a thoughtful and practical manner.

Alternatives:

Council may choose to an alternative path forward or approve the project.

Attachments:

Attachment 1 – Project Description & Design Schematics

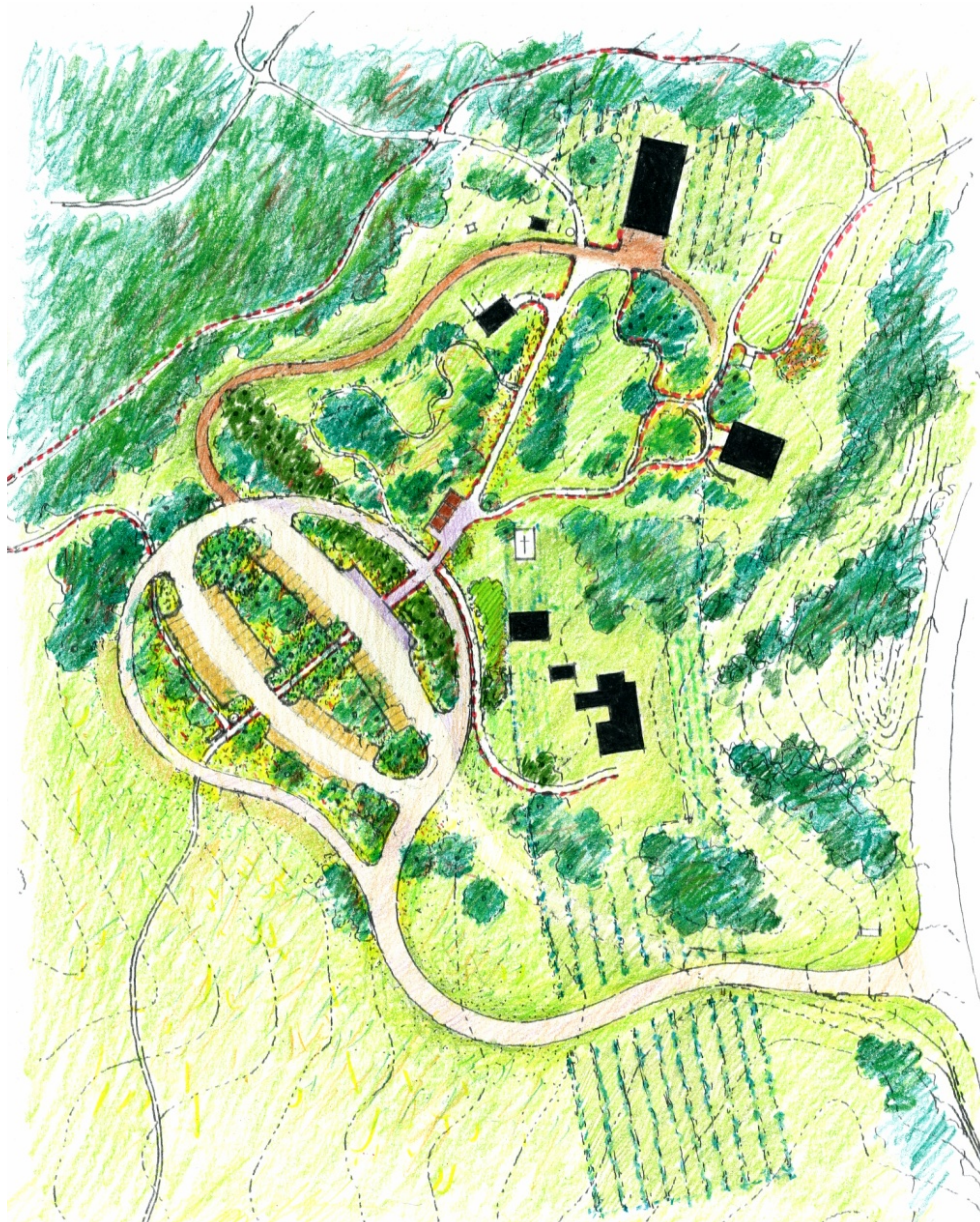
City of Charlottesville, City Council, Agenda date: April 17, 2017

Action requested: The Ivy Creek Foundation requests that City Council support our moving forward with City staff to explore implementation of the Ivy Creek Natural Area Landscape Plan.

Presenter: Diana Foster, Secretary, Ivy Creek Foundation

Staff Contact: Brian Daly, Director Parks & Recreation

Title: Ivy Creek Natural Area Landscape Plan



BACKGROUND: IVY CREEK NATURAL AREA LANDSCAPE PLAN

GOALS	Improve the safety, accessibility, environmental stewardship, and aesthetics of Ivy Creek Natural Area
IVY CREEK NATURAL AREA	219-acre natural area co-owned by City of Charlottesville and Albemarle County. The park is open to the public year round
IVY CREEK FOUNDATION	501/C/3 non-profit organization, overseen by a volunteer board, that manages and funds many park operations and programs through a memorandum of agreement
ISSUES AND CONCERNS	<p>Park entrance at Earlysville Road is dangerous, as is the drop-off area in the parking lot, used by many children</p> <p>Primary park features are not ADA-compliant/universally accessible</p> <p>Orientation and wayfinding features are outdated and insufficient</p>
LANDSCAPE PLAN	Prepared by internationally-known landscape architects Warren Byrd and Sue Nelson to address the Foundation's articulated goals, issues, and concerns
NEXT STEPS	Approve the plan and consider funding the proposed improvements

DISCUSSION: IVY CREEK NATURAL AREA LANDSCAPE PLAN

Ivy Creek Natural Area provides an unparalleled opportunity for City of Charlottesville and County of Albemarle residents to enjoy the outdoors, participate in an educational program, and experience an important part of our region's history.

The 219-acre public park features miles of trails of different challenge levels, connections to a variety of upland habitats, water resources including the Rivanna Reservoir, Ivy Creek, and Martins Branch, and trained docents available to provide guided walks and tours.

Ivy Creek Natural Area also protects the cultural heritage of the Carr-Greer family in the form of a historic barn, house, cemetery, and field and woodland patterns. The area where the park now stands was part of the Hydraulic Mills community, settled by African American farmers and others following the Civil War. The property is included on the Heritage Trails map of sites important to the African American story in Charlottesville-Albemarle. The property was also cited as an important property to protect and interpret by the City of Charlottesville's Blue Ribbon Commission on Race, Memorials, and Public Spaces.

The Ivy Creek Foundation, which helps to operate and manage the park through a memorandum of agreement with the county and city, partners with scores of local groups engaged in natural history and environmental stewardship, manages the use of an Education Building used by many groups for meetings and programs, and offers a wide variety of programs to visitors of all ages. The Foundation regularly raises funds to support these efforts.

Examples of the benefits afforded to our community by the Ivy Creek Natural Area and the Ivy Creek Foundation follow.

VISITATION

The park regularly serves nearly 100,000 visitors each year based on traffic counts recorded in 2016:

Traffic counts

Annual visitation: 48,829 cars

Daily average: 134 cars

Monthly visitation: Jan - 2,446
Feb - 3,540
Mar - 3,739
Apr - 4,017
May - 4,859
Jun - 3,919
Jul - 3,989
Aug - 5,072
Sep - 4,273
Oct - 5,072
Nov - 4,188
Dec - 3,715

Quarterly visitation: Q1 (Jan, Feb, Mar) - 9,725 cars (107/day)
Q2 (Apr, May, Jun) - 12,795 cars (141/day)
Q3 (Jul, Aug, Sep) - 14,186 cars (145/day)
Q4 (Oct, Nov, Dec) - 12,123 cars (133/day)

Peak visitation: May, August, and October

Visitation grew 26% in Q3 over 2015, and 13% in Q4, when the first traffic counts were conducted.

The single busiest week of the year was November 7-14, 2016, when 1,436 cars were counted (a daily average of 205).

The least busiest periods are the last week of January and first week of February, when 372 cars were counted entering Ivy Creek Natural Area.

SCHOOL TOURS (PRIMARILY ELEMENTARY)

The Ivy Creek Foundation School Tour Program is one of the most important outreach and educational efforts conducted by the Ivy Creek Foundation.

The program provides approximately 2,000 to 2,500 secondary-school children with guided nature walks each year.

Over the past four years, the program has benefitted regional students as follows:

- **2013: 37 buses, 1316 students, 359 chaperones**
- **2014: 37 buses, 1402 students, 380 chaperones**
- **2015: 37 buses, 1495 students, 372 chaperones**
- **2016: 52 buses, 1573 students, 374 chaperones**

Other Programs (all ages)

- **Little Naturalists**
- **Junior Naturalists**
- **Farm & Barn History docent led tours (seasonal)**
- **Ivy Talks (offered six times per year)**
- **Learning Native Trees program**
- **Native Shrub and Vine Walks**
- **First Saturday Bird Walks (offered every month)**
- **Native Plant Walks**

COMPLETE LIST OF PROGRAMS CONDUCTED IN 2016 EXCLUDING SCHOOL TOURS

Date	Plan	#	Kids	Name
1/2/2016	1	20	9	First Saturday Bird Walk
1/4/2016	x			Become a Virginia Master Naturalist
1/11/2016	1	8	2	Little Naturalists (fka Toddler Time)
1/11/2016	x			Natural History of Virginia - PVCC
1/14/2016	x			Volunteer Work Day
1/18/2016	0			Jr. Nats First Meeting
1/23/2016	x			Volunteer Work Day
1/28/2016	1	7	2	Little Naturalists (fka Toddler Time)
1/30/2016	1	5		Day of Cleaning
2/5/2016	1	15	2	First Fridays Under the Stars
2/6/2016	1	15	2	First Saturday Bird Walk
2/6/2016	1	25	15	Young Birders' Club
2/7/2016	1	18	2	Learning Native Trees (Ragged Mountain)
2/8/2016	1	6	2	Little Naturalists (fka Toddler Time)
2/10/2016	x			Rivanna Master Naturalist Training - Day 1
2/11/2016	x			Volunteer Work Day
2/13/2016	x			Field Ornithology - Day 1
2/14/2016	1	46		Ivy Talks - Heritage Trails
2/20/2016	x			Kid*Vention
2/25/2016	1	27	14	Little Naturalists (fka Toddler Time)
2/27/2016	x			Volunteer Work Day
3/5/2016	1	16	2	First Saturday Bird Walk
3/10/2016	x			Volunteer Work Day
3/13/2016	1	16		Ivy Talks - Plant Survey & Herbarium
3/14/2016	1	6	2	Little Naturalists (fka Toddler Time)
3/19/2016	1	6		Native Plant Walk
3/22/2016	1	4		Ivy Creek Volunteer Guide Training
3/23/2016	1	28		The Songs of Frogs and Toads //
3/26/2016	x			Volunteer Work Day
3/29/2016	1	5		Ivy Creek Volunteer Guide Training
3/31/2016	1	29	17	Little Naturalists (fka Toddler Time)
4/1/2016	1	4		First Fridays Under the Stars
4/2/2016	0	0		Barn Docent Training
4/2/2016	1	55	14	Farm and Barn History Day: Week 1
4/2/2016	1	29	10	First Saturday Bird Walk
4/2/2016	1	15	12	Young Birders' Club
4/5/2016	1	5		Ivy Creek Volunteer Guide Training
4/9/2016	1	11	4	Farm and Barn History Day: Week 2
4/10/2016	1	32	13	Farm and Barn History Day: Week 2
4/11/2016	1	31	19	Little Naturalists (fka Toddler Time)
4/12/2016	1	5		Ivy Creek Volunteer Guide Training
4/14/2016	x			Volunteer Work Day
4/16/2016	1	21	5	Farm and Barn History Day: Week 3
4/16/2016	1	16		Native Plant Walk
4/17/2016	1	31		Celebration of Nature in Music & Art
4/19/2016	1	4		Ivy Creek Volunteer Guide Training
4/23/2016	1	19	4	Farm and Barn History Day: Week 4

4/23/2016	x			Volunteer Work Day
4/24/2016	1	67	25	Farm and Barn History: Week 4 Sunday
4/26/2016	1	4		Ivy Creek Volunteer Guide Training
4/28/2016	1	15	8	Little Naturalists (fka Toddler Time)
4/30/2016	1	42	22	Farm and Barn History Day: Week 5
5/1/2016	x			Native Plant Sale
5/3/2016	1	3		Ivy Creek Volunteer Guide Training
5/7/2016	1	2		Barn Docent Training
5/7/2016	1	43	16	Farm and Barn History Day: Week 6
5/7/2016	1	18		First Saturday Bird Walk
5/9/2016	1	20	10	Little Naturalists (fka Toddler Time)
5/10/2016	1	5		Ivy Creek Volunteer Guide Training
5/12/2016	x			Volunteer Work Day
5/14/2016	1	8		Farm and Barn History Day: Week 7
5/15/2016	1	18	8	Butterfly Walk
5/21/2016	1	9	5	Farm and Barn History Day: Week 8
5/21/2016	1	12	3	Native Plant Walk
5/22/2016	1	8		Farm and Barn History Day: Week 8b
5/22/2016	1	64	10	Ivy Talks - Farming in Albemarle County in the 1930's and 1940's
5/25/2016	1	25		RMN Final Class - Interpretation
5/26/2016	1	15	25	Little Naturalists (fka Toddler Time)
5/28/2016	1	13	4	Farm and Barn History Day: Week 9
5/28/2016	x			Volunteer Work Day
5/29/2016	1	21	8	Farm and Barn History Day: Week 9b
6/3/2016	1	5		First Fridays Under the Stars
6/4/2016	1	2		Barn Docent Training
6/4/2016	1	41	13	Farm and Barn History Day: Week 10
6/4/2016	1	36	8	First Saturday Bird Walk
6/4/2016	1	24	12	Young Birders' Club
6/5/2016	1	16	5	Farm and Barn History Day: Week 10b
6/5/2016	1	7		Learning Native Shrubs and Vines (not Trees)
6/9/2016	x			Volunteer Work Day
6/11/2016	1	3	1	Farm and Barn History Day: Week 11
6/12/2016	1	9		Butterfly Walk
6/12/2016	1	10	4	Farm and Barn History Day: Week 11b
6/13/2016	1	14	8	Little Naturalists (fka Toddler Time)
6/18/2016	1	12	3	Farm and Barn History Day: Week 12
6/18/2016	1	14		Native Plant Walk
6/19/2016	1	16	6	Farm and Barn History Day: Week 12b
6/25/2016	1	21	8	Farm and Barn History Day: Week 13
6/25/2016	x			Volunteer Work Day
6/26/2016	1	23	9	Farm and Barn History Day: Week 13b
6/30/2016	1	41	24	Little Naturalists (fka Toddler Time)
7/2/2016	1	2		Barn Docent Training
7/2/2016	1	15	3	Farm and Barn History Day: Week 14
7/2/2016	1	29	12	Farm and Barn History Day: Week 14
7/2/2016	1	21	1	First Saturday Bird Walk
7/3/2016	0	0		Farm and Barn History Day: Week 14b
7/9/2016	x			Day Soiree
7/9/2016	1	13	2	Farm and Barn History Day: Week 15

7/10/2016	1	11	3	Butterfly Walk
7/10/2016	1	23	8	Farm and Barn History Day: Week 15b
7/11/2016	1	15	7	Little Naturalists (fka Toddler Time)
7/14/2016	x			Volunteer Work Day
7/16/2016	1	17	5	Farm and Barn History Day: Week 16
7/16/2016	1	14		Native Plant Walk
7/17/2016	1	18	4	Farm and Barn History Day: Week 16b
7/23/2016	1	6	4	Farm and Barn History Day: Week 17
7/23/2016	x			Volunteer Work Day
7/24/2016	1	3		Farm and Barn History Day: Week 17b
7/28/2016	1	10	5	Little Naturalists (fka Toddler Time)
7/30/2016	1	30	7	Dragonfly Walk
7/30/2016	1	4	1	Farm and Barn History Day: Week 18
8/5/2016	1	3		First Fridays Under the Stars
8/6/2016	1	2	1	Barn Docent Training
8/6/2016	1	8	4	Farm and Barn History Day: Week 19
8/6/2016	1	20	3	First Saturday Bird Walk
8/6/2016	1	12	6	Young Birders' Club
8/7/2016	1	19	8	Farm and Barn History Day: Week 19b
8/8/2016	1	18	10	Little Naturalists (fka Toddler Time)
8/11/2016	x			Volunteer Work Day
8/13/2016	1	12	3	Farm and Barn History Day: Week 20
8/14/2016	1	7	2	Butterfly Walk
8/14/2016	1	1	0	Farm and Barn History Day: Week 20b
8/20/2016	1	21	10	Farm and Barn History Day: Week 21
8/20/2016	1	16	2	Native Plant Walk
8/21/2016	1	11	3	Farm and Barn History Day: Week 21b
8/25/2016	1	15	5	Little Naturalists (fka Toddler Time)
8/25/2016	1	50	9	Nighthawks
8/27/2016	1	17	9	Farm and Barn History Day: Week 22
8/27/2016	x			Volunteer Work Day
8/28/2016	1	22	4	Farm and Barn History Day: Week 22b
8/30/2016	1	30		Nighthawks
9/3/2016	1	1		Barn Docent Training
9/3/2016	1	32	10	Farm and Barn History Day: Week 23
9/3/2016	1	19		First Saturday Bird Walk
9/4/2016	1	57	23	Farm and Barn History Day: Week 23b
9/6/2016	1	6		Ivy Creek Volunteer Guide Training
9/8/2016	x			Volunteer Work Day
9/10/2016	1	11	4	Farm and Barn History Day: Week 24
9/11/2016	1	26	10	Farm and Barn History Day: Week 24b
9/12/2016	1	65	34	Little Naturalists (fka Toddler Time)
9/13/2016	1	4		Ivy Creek Volunteer Guide Training
9/17/2016	1	12	2	Farm and Barn History Day: Week 25
9/17/2016	1	20	5	Native Plant Walk
9/18/2016	1	22	4	Farm and Barn History Day: Week 25b
9/18/2016	1	22		Ivy Creek Foundation Meeting
9/20/2016	1	3		Ivy Creek Volunteer Guide Training
9/24/2016	1	11	4	Farm and Barn History Day: Week 26
9/24/2016	x			Volunteer Work Day
9/25/2016	1	32	17	Farm and Barn History Day: Week 26b

9/27/2016	1	1		Ivy Creek Volunteer Guide Training
9/29/2016	1	24	13	Little Naturalists (fka Toddler Time)
10/1/2016	1	3		Barn Docent Training
10/1/2016	0	0		Farm and Barn History Day: Week 27
10/1/2016	1	18	8	First Saturday Bird Walk
10/1/2016	1	22	16	Young Birders' Club
10/2/2016	1	19	2	Farm and Barn History Day: Week 27b
10/4/2016	1	3		Ivy Creek Volunteer Guide Training
10/7/2016	1	2		First Fridays Under the Stars
10/8/2016	1	29	11	Farm and Barn History Day: Week 28
10/9/2016	1	50	25	Farm and Barn History Day: Week 28b
10/10/2016	1	27	18	Little Naturalists (fka Toddler Time)
10/11/2016	1	3		Ivy Creek Volunteer Guide Training
10/13/2016	x			Volunteer Work Day
10/15/2016	1	76	21	Farm and Barn History Day: Week 29
10/15/2016	1	7		Native Plant Walk
10/16/2016	1	45	18	Farm and Barn History Day: Week 29b
10/18/2016	1	8		Barn Visitors
10/18/2016	1	3		Ivy Creek Volunteer Guide Training
10/22/2016	1	50	22	Farm and Barn History Day: Week 30
10/22/2016	x			Volunteer Work Day
10/23/2016	1	53	16	Farm and Barn History Day: Week 30b
10/23/2016	1	36	22	Farm and Barn History Day: Week 30b
10/23/2016	1	7		Learning Native Trees
10/25/2016	1	3		Ivy Creek Volunteer Guide Training
10/27/2016	1	6	3	Little Naturalists (fka Toddler Time)
10/29/2016	1	21	6	Farm and Barn History Day: Week 31
10/30/2016	1	32	11	Farm and Barn History Day: Week 31b
11/5/2016	1	125	53	Farm and Barn History Day: Week 32
11/5/2016	1	25	5	First Saturday Bird Walk
11/6/2016	1	78	32	Farm and Barn History Day: Week 32b
11/10/2016	x			Volunteer Work Day
11/12/2016	1	53	17	Farm and Barn History Day: Week 33
11/13/2016	1	44		Ivy Talks: Enslaved to the Kitchen
11/14/2016	1	15	8	Little Naturalists (fka Toddler Time)
11/19/2016	1	7		Farm and Barn History Day: Week 34
11/19/2016	1	14		Native Plant Walk
11/20/2016	1	11		Farm and Barn History Day: Week 34b
12/2/2016	1	8		First Fridays Under the Stars
12/3/2016	1	19	3	First Saturday Bird Walk
12/3/2016	1	15	9	Young Birders' Club
12/4/2016	1	26	1	Exploring Winter with Mary Jane
12/8/2016	x			Volunteer Work Day
12/12/2016	1	36	18	Little Naturalists (fka Toddler Time)
12/14/2016	1	30		Kestrel Talk
TOTALS		3198	1009	NUMBER OF PARTICIPANTS / KID PARTICIPANTS

OTHER AMENITIES

River View Farm

The former River View Farm comprises the majority of Ivy Creek Natural Area. It is recognized as a significant African American historical site by “Journey through Hallowed Ground” – a Congressionally-designated National Heritage Area spanning four mid-Atlantic states; by the state-wide Virginia Foundation for the Humanities African American Heritage Trail and Historic Sites Database; and locally by the Jefferson School African American Heritage Center. River View Farm has also received the attention of Preservation Piedmont, the Albemarle County Historic Preservation Committee, Charlottesville’s Historic Resources Committee, as well as the City’s Blue Ribbon Commission on Race, Memorials, and Public Spaces.

The landscape plan recommends expanding the ability of the property to tell the story of the Carr-Greer Farm through new plantings and treatment of the cultural landscape to depict historic activities and uses.

River View Farm connects visitors with an African American family headed by a former slave, Hugh Carr, who built a thriving farm, mentored other farmers, both black and white, and educated their children to become teachers, doctors, and lawyers.

Carr’s daughter, Mary, married Conly Greer. Greer became the first African American extension agent in Albemarle County, helping black farmers learn modern farming practices. River View Farm became a model in the county and farmers frequently visited frequently to observe Greer's methods.

River View Farm Barn. The River View Farm barn, once the centerpiece of Conley Greer’s working farm, is the focus of many programs and activities. The barn was renovated through a cooperative effort between the Ivy Creek Foundation and Albemarle County, with the Foundation focusing on interpretive programming and the county on capital improvements to the structure. Exhibits and docents are available in the barn to interpret the history of River View Farm.

Carr-Greer House. Currently used to house a park caretaker, the Carr-Greer House is a nineteenth-century historic structure thought to have been built by Hugh Carr circa 1883.

Fields. Fields and meadows located within the park were once used to grow corn, wheat, and hay.

Cemetery. A small family cemetery is located along the main entry path from the parking area to the kiosk, barn, and education building. Hugh Carr, his wife Texie Mae, Marshall Carr, and Mary Carr and Conly Greer are buried in the cemetery.

CITY OF CHARLOTTESVILLE -- VISION STATEMENTS AND STRATEGIC PLAN

The Landscape Plan supports three of the vision statements put forth by Charlottesville City Council: “C’ville Arts and Culture,” “A Green City,” and “America’s Healthiest City,” as well as the Comprehensive Plan.

C’ville Arts and Culture

Our community has world-class performing, visual, and literary arts reflective of the unique character, culture, and diversity of Charlottesville. Charlottesville cherishes and builds programming around the evolving research and interpretation of our historic heritage and resources. Through City partnerships and promotion of festivals, venues, and events, all have an opportunity to be a part of this thriving arts, cultural, and entertainment scene.

A Green City

Charlottesville citizens live in a community with a vibrant urban forest, tree-lined streets, and lush green neighborhoods. We have an extensive natural trail system, along with healthy rivers and streams. We have clean air and water, we emphasize recycling and reuse, and we minimize storm-water runoff. Our homes and buildings are sustainably designed and energy efficient.

America’s Healthiest City

All residents have access to high-quality health care services. 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. We have a strong support system in place. Our emergency response system is among the nation’s best.

Comprehensive Plan

The Landscape Plan is also consistent with the city’s vision as articulated in the current comprehensive plan in the following topic areas:

- **2.5. Provide natural and historic resources stewardship**
- **3.4. Promote diverse cultural tourism**
- **5.1. Respect and nourish diversity**
- **5.2. Build collaborative partnerships**

COMMUNITY ENGAGEMENT

Ivy Creek Foundation maintains relationships with more than 40 partner organizations. These groups offer public programs and often meet at the Education Building or on grounds. Current partner organizations include:

- Albemarle County
- Albemarle Garden Club
- Albemarle-Charlottesville 4-H
- Alpha Phi Omega of UVA Boys & Girls Clubs of Central Virginia
- American Chestnut Foundation
- Blue Ridge Prism
- Blue Ridge Young Birders Club
- Buck Mountain Garden Club
- Building Goodness Foundation
- Central Virginia Beekeepers
- Central Virginia History Researchers
- Charlottesville Area Tree Stewards
- Charlottesville Astronomical Society
- Charlottesville Earth Week
- City of Charlottesville
- Go Into Nature
- Horological Association of Virginia
- Jefferson School African American Heritage Center
- MEDIC SOLO Disaster + Wilderness Medical School
- Monticello Bird Club
- Monticello Garden Club
- OAR – Jefferson Community Corrections
- Piedmont Garden Club
- Piedmont Master Gardeners
- Piedmont Virginia Community College, Physical & Natural Sciences Dept.
- Rivanna Master Naturalists
- Sacred Plant Traditions
- Sierra Club, Piedmont Group
- Sierra Club, Virginia Chapter
- Stream Watch (now Rivanna Conservation Alliance)
- TeensGIVE
- Thomas Jefferson Planning District Commission
- Thomas Jefferson Soil & Water Conservation District
- University of Virginia’s Brown College Environmental Writing Program
- Victoria Dye Photography
- Virginia Cooperative Extension Piedmont Master Gardeners
- Virginia Department of Conservation & Recreation

- Virginia Department of Forestry
- Virginia Department of Game & Inland Fisheries
- Virginia Museum of Natural History
- Virginia Native Plant Society
- Virginia Natural Resources Leadership Institute
- Virginia Society of Ornithology
- Virginia Tech Cooperative Extension
- Wild Virginia

County of Albemarle—Comprehensive Plan

Adopting the Ivy Creek Natural Area Landscape Plan meets the goals put forth in the County of Albemarle Comprehensive Plan as follows:

Natural Resources

Goal

Albemarle’s ecosystems and natural resources will be thoughtfully protected and managed in both the Rural and Development Areas to safeguard the quality of life of present and future generations.

Relationship to the Vision

Relationship to the Vision Albemarle County’s natural resources are essential parts of its rural heritage and scenic beauty. These finite features help to support the County’s tourist economy and are enjoyed by residents and visitors alike.

Objective 1

Ensure clean and abundant water resources for public health, business, healthy ecosystems, and personal enjoyment by preventing shortages and contamination.

Strategy 1d

Educate the public on how they can help with water resource protection.

Objective 4

Protect the biological diversity and ecological integrity of the County in both the Rural Area and Development Areas.

Strategy 4c

Collaborate with federal, State, and regional partners, who have geographic information on biological resources, to help build a biodiversity inventory.

Strategy 4e

Encourage the use of native plants in landscaping to protect and provide habitat for native biodiversity, to save water, and to connect landowners to the local ecosystem.

Strategy 4f

Increase the community's awareness of the importance of biodiversity to encourage protection of biological resources.

Objective 6

Retain and improve land cover near rivers and streams and protect wetlands.

Historic, Cultural, and Scenic Resources

Goal

Albemarle's historic, cultural, and scenic resources will be preserved.

Relationship to the Vision

Historic, cultural, and scenic resources create the jewel that is Albemarle County. They are key features for tourism and help provide the quality of life enjoyed by residents and business owners. School children learn the importance of preserving these critical features. Without preserved vistas and historic sites, Albemarle County could look like large-lot rural suburbia - the polar opposite of what Albemarle wishes to be. For that reason, economic development opportunities need to be expanded with care to ensure that new activities are compatible with and not destructive of these important resources.

Objective 1

Continue to identify and recognize the value of buildings, structures, landscapes, sites, and districts that have historical, architectural, archaeological, or cultural significance.

The relatively large number of Albemarle County historic resources listed in the State and National Registers are examples of successful preservation efforts in the County and attest to the commendable efforts of their owners. Over the years, historic resource surveys have identified buildings and sites in Albemarle that are eligible for nomination to the National Register of Historic Places. However, there is no consolidated or updated list of these properties. In addition, many property owners are not aware of the historic significance of their properties, and many historic resources are demolished, leaving no record behind.

Objective 2, Strategy 2d

Practice good stewardship of the historic resources under County control by using recognized practices for the preservation of historic resources.

The County owns several historic properties and has responsibilities as an active participant in the historic community. One of those responsibilities is setting an example for the community in its stewardship of County-owned historic resources. By maintaining and rehabilitating these resources in appropriate ways, the County can set an example that historic buildings can contribute significantly to everyday life.

Objective 3

Provide educational programs in the community about historic resources and preservation.

County residents and visitors are reminded daily of Albemarle's rich history when they view structures and landscapes that have remained practically unchanged for hundreds of years. Successfully communicating the value of Albemarle's historic resources helps engender in the community a sense of common responsibility for those resources.

Year 2000 Historic Preservation committee document

“A primary responsibility of the County is the continued good stewardship of the historic resources under its control.”

Parks and Recreation, Greenways, Blueways, Green Systems

Goal

Albemarle will have a system of high quality parks and recreational facilities throughout the County that is interconnected by greenways and paths.

Relationship to the Vision

Relationship to the Vision Vibrant communities are places where residents enjoy living. Key components of enjoyable places are parks and recreational areas located within a short walk from homes and work. Greenways in natural areas help connect places and, when complete with trails, can provide an alternative to driving. Parks and play areas provide places for school children to play and adults to enjoy the outdoors. In the Rural Area, parks preserve natural and scenic beauty. All of these things are important to the economy because of their strong contribution to quality of life for existing and new County residents.

Objective 1

Preserve and maintain important natural areas, rivers, and lakes in County-owned parks in the Development Areas and the Rural Area, in parks jointly owned with the City, and in City-owned land surrounding drinking water reservoirs in the County.

□

LANDSCAPE PLAN

*to improve the safety, accessibility,
and visitor experience at*

Ivy Creek Natural Area and Historic River View Farm

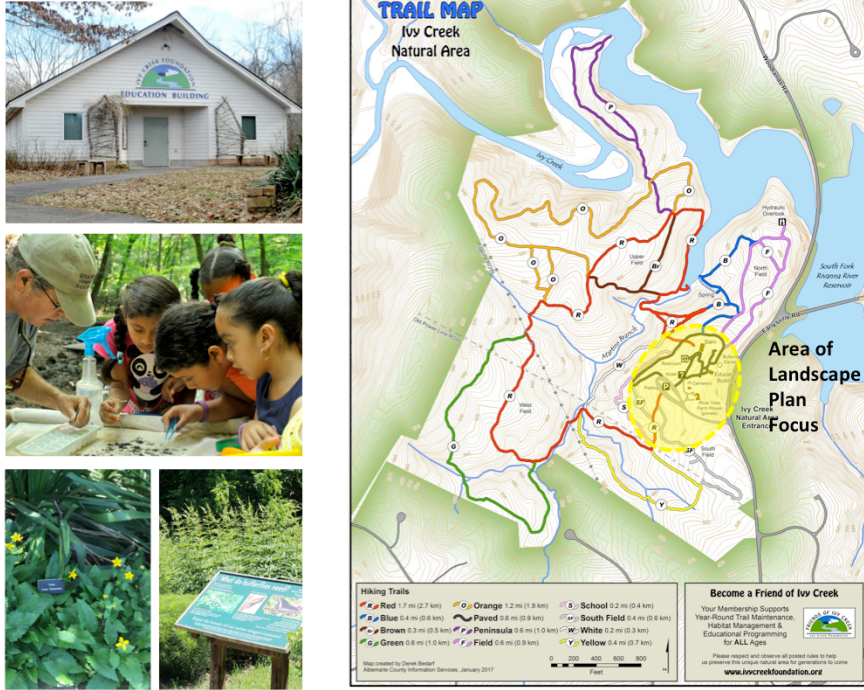


I. Purpose of this Presentation

The City of Charlottesville and Albemarle County co-own the Ivy Creek Natural area, the site of historic River View Farm. For more than 35 years, the volunteer board of the Ivy Creek Foundation has managed the area.

Based on our day-to-day oversight of the property, the Foundation has identified issues of concern about safety, accessibility, and visitor experience. The good news is we are presenting to you a comprehensive landscape plan that improves, restores, and interprets both the natural and cultural aspects of the property in such a way that the Ivy Creek Natural Area (ICNA) and the historic River View Farm will appeal and speak to all citizens both now and in the future.

□



II. Who We Are

The Ivy Creek Foundation has managed the 219 acres that protect our public drinking water and raised monies to establish and maintain more than 6 miles of trails, refurbish a historic African American barn, build an education facility, provide partnership opportunities for more than 40 community organizations, and offer an extensive array of natural and cultural history education programs to the public, including our school children. In fact, we are the only organization that provides such programming at little to no cost in either a city or a county park.

The Landscape Plan we are presenting focuses only on what we call the core visitor use area, as highlighted in yellow.



One of the unique aspects of the property is its cultural heritage as River View Farm, established post Emancipation by Hugh Carr, a former slave. The property has been recognized as a significant site of African American heritage by the Journey through Hallowed Ground, a Congressionally-designated National Heritage Area, the statewide Virginia Foundation for the Humanities, Charlottesville's Jefferson School African American Heritage Center, the City's Blue Ribbon Commission on Race, Memorials, and Public Spaces, Preservation Piedmont, the Albemarle County Historic Preservation Committee, and Charlottesville's Historic Resources Committee. We regularly offer special programs and interpretation about River View Farm in the historic Conly Greer barn.

□

SITE ISSUES

- A. Main Entrance Drive for Automobiles
- B. Parking for Automobiles and School Buses
- C. Main Entrance Trail for Pedestrians
- D. Paths to Barn and Education Building
- E. Cultural Resources and Farmstead

III. Issues and Concerns Addressed by the Landscape Plan

Approximately 100,000 visitors come to Ivy Creek each year to walk the trails, enjoy the outdoors, and participate in programs.

With the popularity and success of the ICNA comes a responsibility to ensure the safety and comfort of visitors. The Plan addresses issues of concern and presents opportunities for both natural and cultural history interpretation.

□

SITE ISSUES

1. Main Entrance Drive for Automobiles

- Need for improved visibility of the ICNA entrance sign from Earlysville Road
- Need for improved safety for cars turning into the ICNA from Earlysville Road
- Lack of welcoming signage clearly identifying site as a natural area and as a historic farm
- Need for reducing confusion caused by visitors' being able to see from the entrance drive the Carr-Greer farmhouse with its private drive but thinking they are in a natural area
- Opportunities for improving safety of visitors, making them feel more welcome, and understanding better the history and significance of the site

B. Parking for Automobiles and School Buses

- Lack of clearly defined parking for cars, school buses, or ADA compliance
- Lack of a safe or appropriate place to deliver or pick up school children coming to ICNA for field trips
- Lack of sufficient parking for the number of visitors the ICNA experiences
- Lack of adequate stormwater management
- Lack of protection for roots of existing trees
- Opportunities for addition of native plantings and educational interpretation of their benefits
- Opportunities for improved stormwater management systems and interpretation of them

□

SITE ISSUES

- C. **Main Entrance Trail for Pedestrians**
- Lack of a safe gathering area adjacent to and clearly visible from parking area for school children and other visitors
 - Need for improved signage to enhance visitor experience, to orient visitors to trails and built structures, to provide additional interpretation of the site
 - Need for improvement of awkward and confusing intersection of main trails and of maintenance/service road near kiosk
 - Need for improvement of existing kiosk, which is dated, dark, unwelcoming, and potentially unsafe
 - Opportunity to relocate maintenance/service road and to separate it from pedestrian trail
 - Opportunity to remodel existing kiosk to allow more natural light
- D. **Paths to Barn and Education Building**
- Need for improving existing paths to full ADA compliance
 - Opportunities for improving layout and design for use by all visitors
 - Opportunities for addition of native plantings and educational interpretation of them
 - Opportunities for improving signage
 - Opportunities for improving path lighting for evening programming
- E. **Cultural Resources and Farmstead**
- Need for restoration of farmhouse and outbuildings
 - Need for protection of the Carr family cemetery
 - Opportunities for expanded interpretation of the farmhouse, agricultural landscape, and the African American history of our region

□

ENTRANCE DRIVE AND PARKING



Safety concerns begin at the entrance to the ICNA, which falls within a curve of Earlysville Road with limited site distance, no dedicated turn lane, and rapidly-moving traffic. The entrance has been the site of numerous accidents.

School children arrive in buses for field trips, but there is no appropriate drop off or pick up location that protects children from cars arriving or backing out of parking spaces, and there are no dedicated bus parking spaces.

The parking area is insufficient for the volume of visitors. It is not ADA compliant.

The parking area lacks clear delineation or markings. People regularly park on top of tree roots thus compacting soil and damaging trees.

Finally, drainage systems have not been maintained. Stormwater flow is contributing to erosion of the pavement and surrounding soil.

□

MAIN ENTRANCE TRAIL



The main entrance lacks signage for welcoming or orienting visitors to the site.

The main trail leading to the information kiosk, barn, and education building is confusing for visitors because a portion of it doubles as a service road for park maintenance and delivery vehicles.

The main trails lack ADA-compliance.

□

WAYFINDING AND INFORMATION



The kiosk where visitors can learn about the ICNA and River View Farm is badly in need of updating. It is dark and unwelcoming, and potentially unsafe due to the extent of its enclosure. We would like to have more area for interpretive displays.

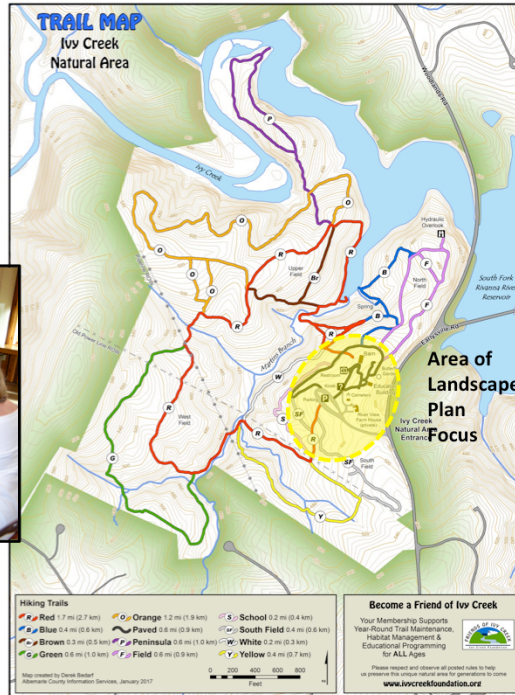
CULTURAL RESOURCE PROTECTION



One of the key elements of historic River View Farm—the farmhouse—has been neglected in recent years and is badly in need of repair. The farmhouse presents an opportunity to more fully tell the story of River View Farm. We support (and are supported by) local groups who have recently recommended protecting the heritage value of the farmhouse.

River View Farm, of which the city and county took ownership in order to create ICNA, is recognized as a significant African American historical site by “Journey through Hallowed Ground” – a Congressionally-designated National Heritage Area spanning four mid-Atlantic states, by the state-wide Virginia Foundation for the Humanities African American Heritage Trail and Historic Sites Database, and locally by the Jefferson School African American Heritage Center. River View Farm has also received the attention of Preservation Piedmont, the Albemarle County Historic Preservation Committee, Charlottesville’s Historic Resources Committee, as well as the City’s Blue Ribbon Commission on Race, Memorials, and Public Spaces.

THE LANDSCAPE PLAN



IV. The Landscape Plan

Following discussions with the County’s Parks and Recreation department about the Foundation’s interest in addressing these issues and concerns, we were fortunate to have two long-time members — Warren Byrd and Sue Nelson, internationally recognized landscape architects — work with us to prepare a landscape plan on a pro bono basis.

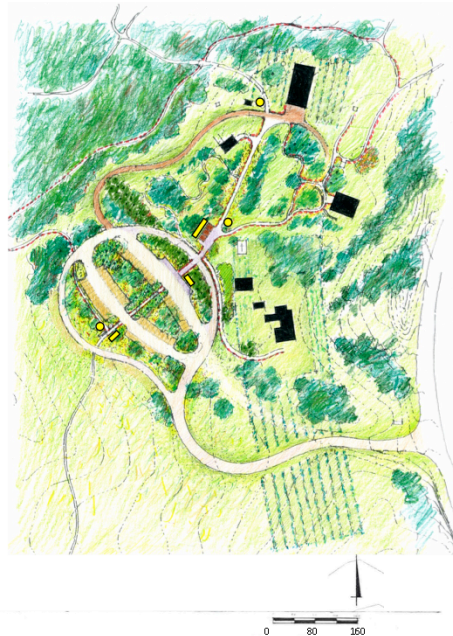
Again please note the yellow oval, which marks the core visitor area on which we are focusing.

□

ICNA Landscape Plan -

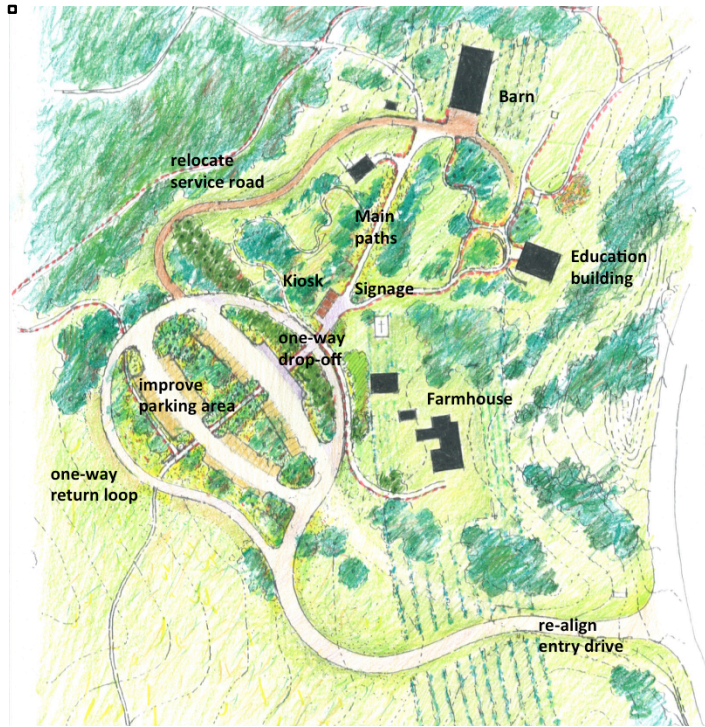
September 2016

- Parking
vehicular - school bus - accessible
- Proposed Maintenance/Service Road
- Drop-off-gathering / Interpretive Area
- Paths / Accessible
- Screen Planting / Native Planting Interpretive area
- Signage
welcome - interpretive - directional - accessible
- Farmstead Interpretive Area



The Landscape Plan is exciting because it presents a vision for how we can address issues and problems within this core area, while also enhancing the interpretive and educational potential of the natural as well as the cultural heritage of the site.

The Plan improves the safety and aesthetics of the entrance road, enlarges parking capacity, provides a safe drop-off location for school children, identifies a dedicated bus parking area, improves stormwater management, relocates the service road, establishes ADA-compliant parking and trail systems, illustrates new educational demonstration native plant areas, and reimagines the role of the River View Farmhouse as an interpreted feature.



V. Next Steps

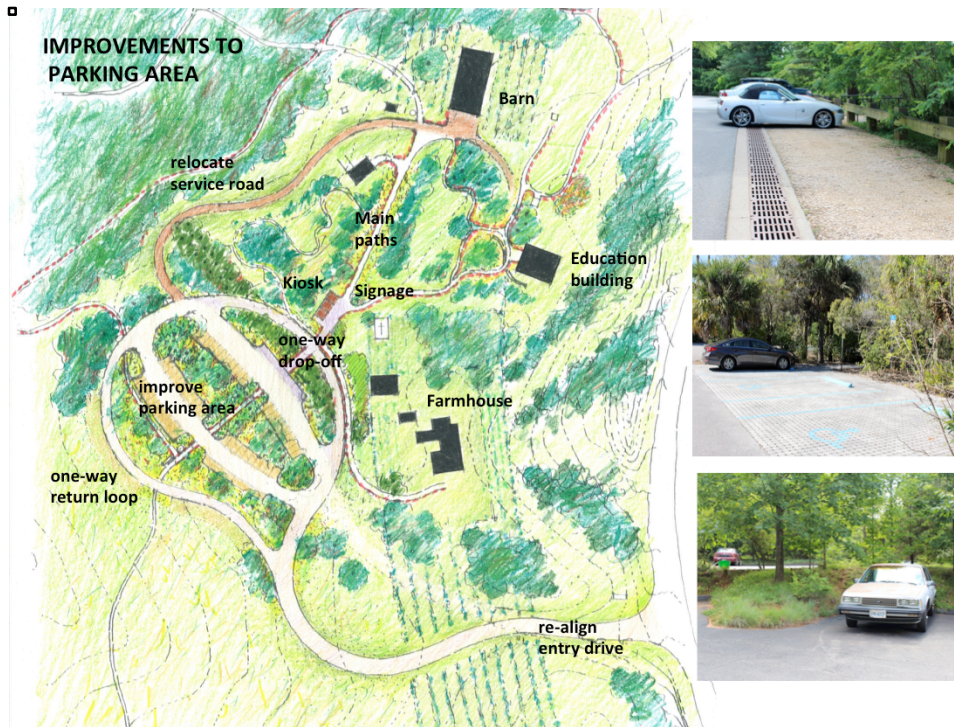
The landscape plan affords an incredible blueprint for the future. Implementing the plan in phases will be necessary, and we believe the following sequence would best benefit visitors.

Phase 1. Improve entry drive, improve parking lot, and relocate Service Road

Phase 2. Improve Main Entrance Paths, Signage, and Information Kiosk

Phase 3. Improve Built and Landscape Features of River View Farm and their Interpretation

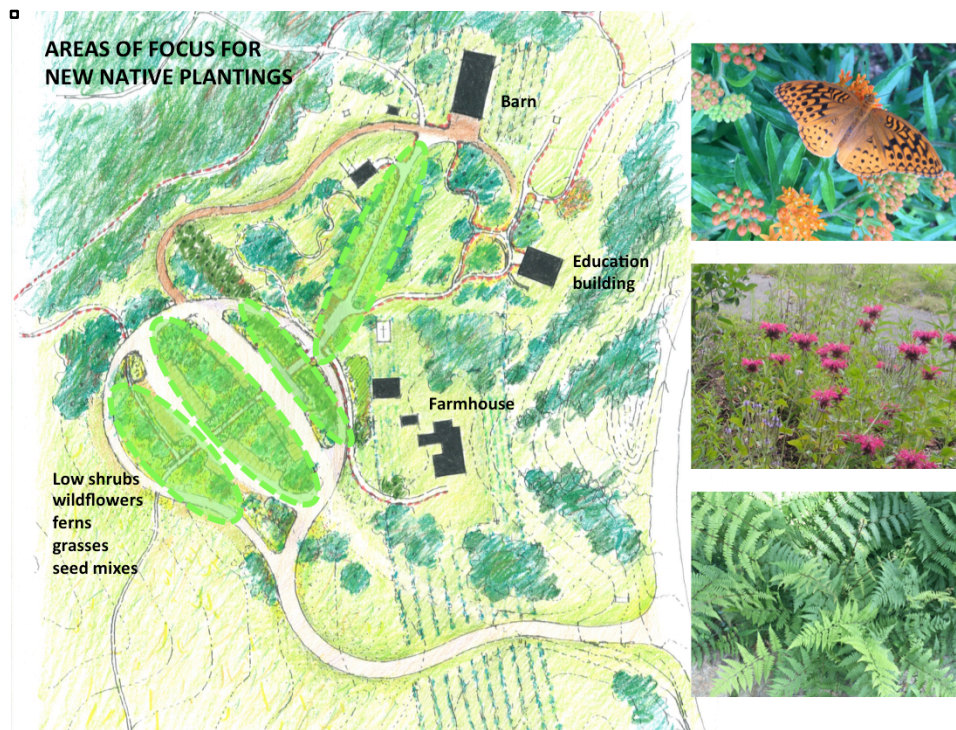
As part of Phase 1, we have already begun exploring how to improve the safety of the entrance by initiating discussions with VDOT and County Supervisor Diantha McKeel. The project may qualify for VDOT's Recreational Access Funding to plan and construct the roadway improvements. We have also identified a willing neighbor to support the possible introduction of a turn lane at the entrance.



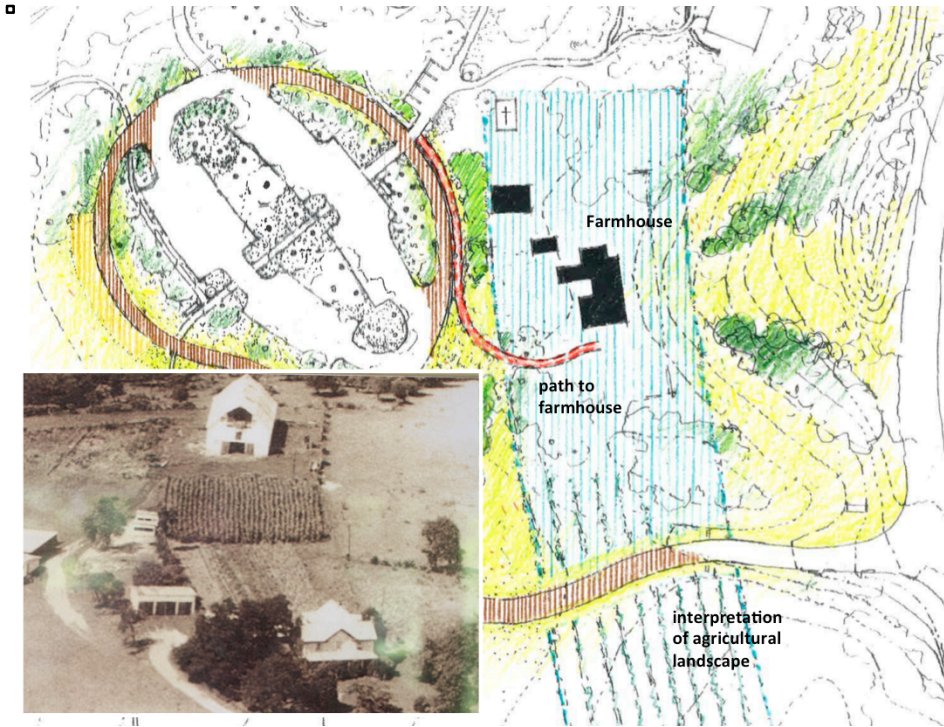
Improvements to the parking area, in addition to the essential incorporation of a safe drop-off and pick-up area for school children and ADA compliance, include integral stormwater management solutions, such as permeable paving or rain gardens, and the potential to educate visitors about these green practices.



The plan illustrates designs for improved and ADA-compliant trails, improved signage, and an expanded welcoming information kiosk with a gathering spot where schoolchildren can congregate away from the parking lot.

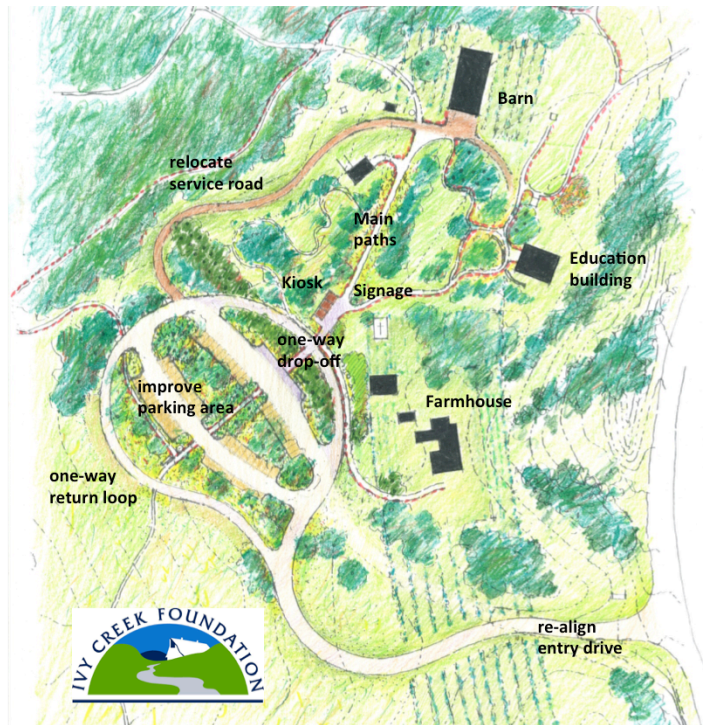


The Plan offers design ideas for new native plantings in educational demonstration gardens.



Finally, the Plan provides design concepts for better integrating the surviving elements of River View Farm into interpretive programming. This presents an exciting opportunity consistent with recommendations of both city and county organizations to protect and interpret our African American history.

□



VI. Conclusion –

In times driven by technology and urban sprawl, where children are becoming more and more nature deprived, we see this Plan as an opportunity *and* a responsibility to future generations. We hope the County and City will recognize and financially support proceeding with the objectives presented here today. The improvements, restoration and interpretation of Ivy Creek Natural Area and our unique African American history will appeal to and speak to all citizens for years to come.

Thank you.

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	April 17, 2017
Action Required:	Information
Presenter:	Denise Bonds, MD, MPH, Health Director, Thomas Jefferson Health District
Staff Contacts:	Denise Bonds, MD, MPH, Health Director, Thomas Jefferson Health District
Title:	Thomas Jefferson Health District Community Health Improvement Plan

Background:

Community organizations partnered with the Thomas Jefferson Health District, Sentara Martha Jefferson, University of Virginia Medical Center, and University of Virginia Department of Public Health Sciences to conduct the third community health assessment and develop a community health improvement plan. This presentation will provide an overview of the process and our health priorities for the next 3 years.

Discussion:

Staff of the health department, staff of Charlottesville city government, and members of Charlottesville City Council participated in the local community health assessment councils and the overarching leadership council. All members had a voice in the process.

Alignment with City Council's Vision and Strategic Plan:

The Community Health Improvement plan aligns with **Goal 2: Be a safe, equitable, thriving and beautiful community**. Specifically, it aligns with "2.2 Consider health in all policies and programs" and with "2.4. Ensure families and individuals are safe and stable"

Community Engagement:

Over 100 community agencies and 10 coalitions participated in the process of the health assessment. The citizens of Charlottesville were invited to participate in a public survey available at community events, partner location, and on the internet.

Budgetary Impact:

This is a presentation only – no request for funds.

Recommendation:

This is an information only presentation

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Alternatives:

This is an information only presentation

Attachments:

Presentation attached.



MAPP2Health 2016

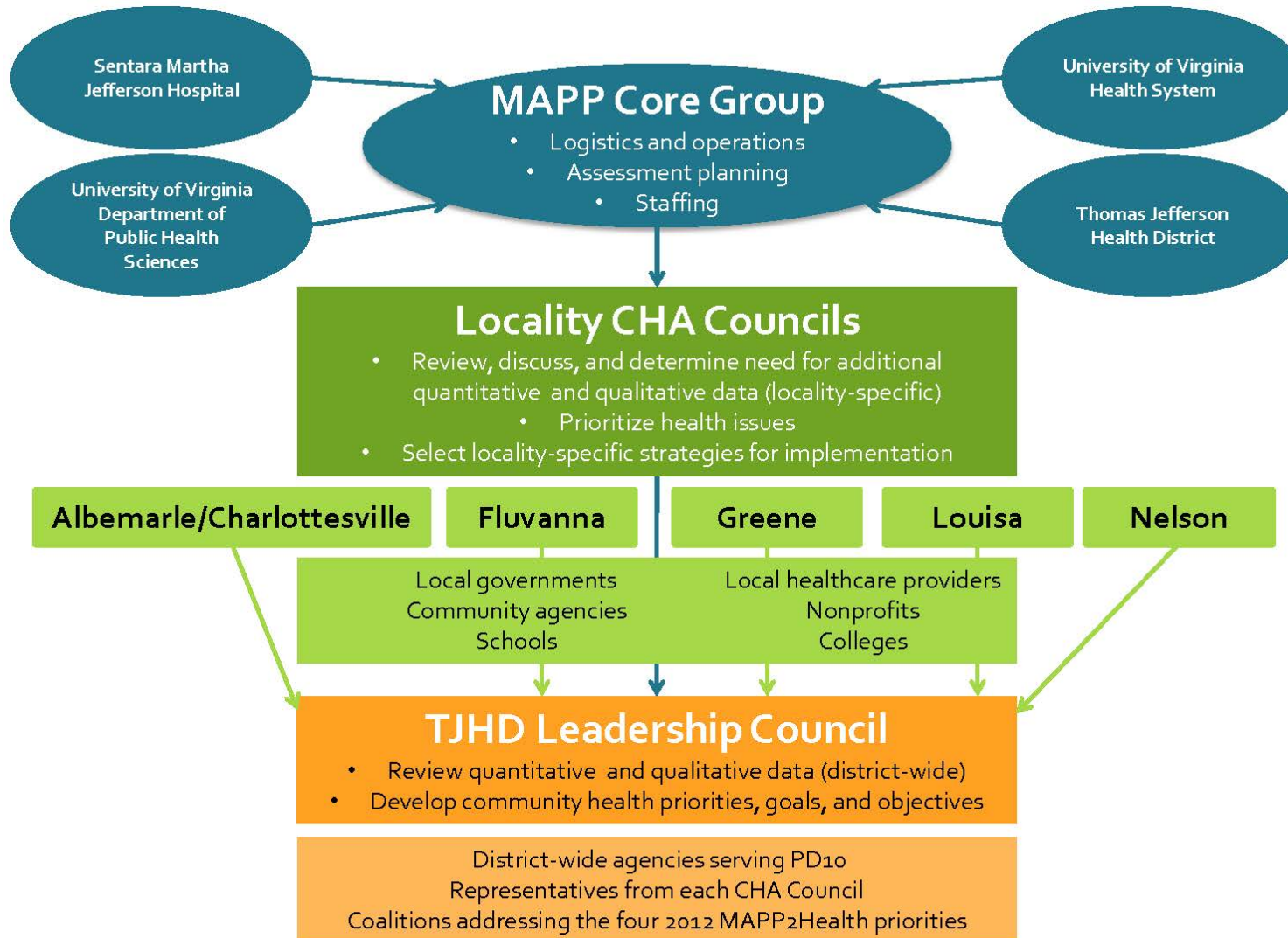
Charlottesville City Council

Monday, April 17, 2017

Our Values:

Teamwork, Accountability, Inclusivity, Respect

MAPP2Health Engagement Framework



Mobilizing for Action through Planning and Partnerships (MAPP)



The Community Health Improvement Plan is the result of the assessment process.

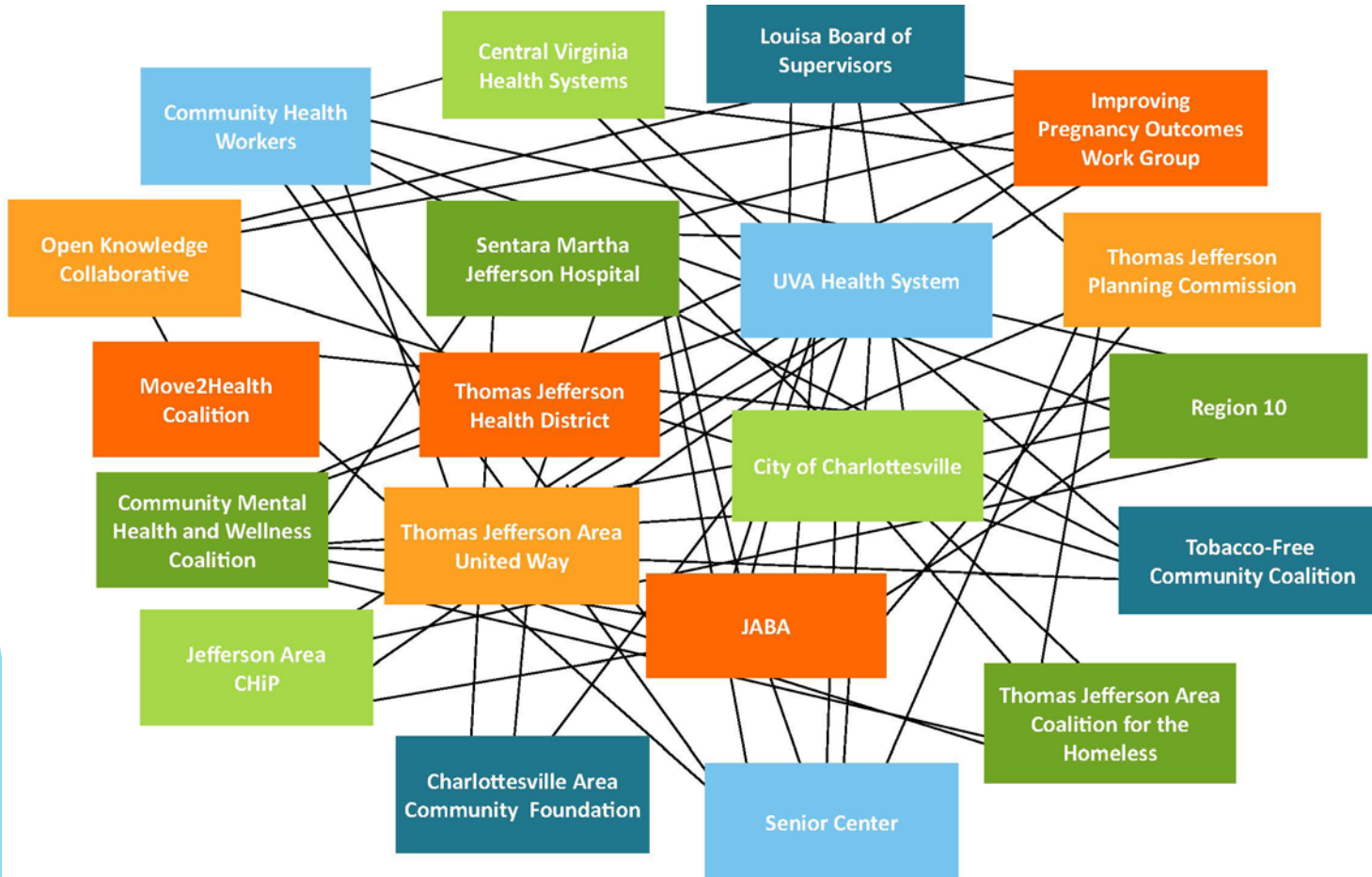
The Plan is a living document, driven by locality action plans.

With participation from 105 community partners and 10 community coalitions

Charlottesville/Albemarle CHA Council Members

- ▶ Albemarle Department of Social Services
- ▶ Albemarle Fire and Rescue
- ▶ Boys and Girls Club of Central Virginia
- ▶ Central Virginia Health Services, Inc.
- ▶ Charlottesville City Council
- ▶ Charlottesville City Manager's Office
- ▶ Charlottesville Department of Social Services
- ▶ Charlottesville Fire Department
- ▶ Charlottesville Free Clinic
- ▶ Charlottesville Human Services
- ▶ Charlottesville / Albemarle Health Department
- ▶ City of Promise
- ▶ Community Mental Health and Wellness Coalition
- ▶ Improving Pregnancy Outcomes Workgroup
- ▶ On Our Own
- ▶ ReadyKids
- ▶ Region Ten Community Services Board
- ▶ Sentara Martha Jefferson Hospital
- ▶ The Bridge Performing Arts Initiative
- ▶ The Planning Council
- ▶ The Senior Center, Inc.
- ▶ Thomas Jefferson Health District
- ▶ Thomas Jefferson Health District Medical Reserve Corps
- ▶ University of Virginia Department of Public Health Sciences
- ▶ University of Virginia Family Medicine
- ▶ University of Virginia Health System
- ▶ Virginia Cooperative Extension
- ▶ Virginia Department of Housing and Community Development

Local Public Health System Assessment



Link to/Provide Care = 90%

Inform, Educate, and Empower = 90%

Mobilize Community Partnerships = 85%

Develop Policies and Plans = 65%

Monitor Health = 60%

Evaluate = 55%

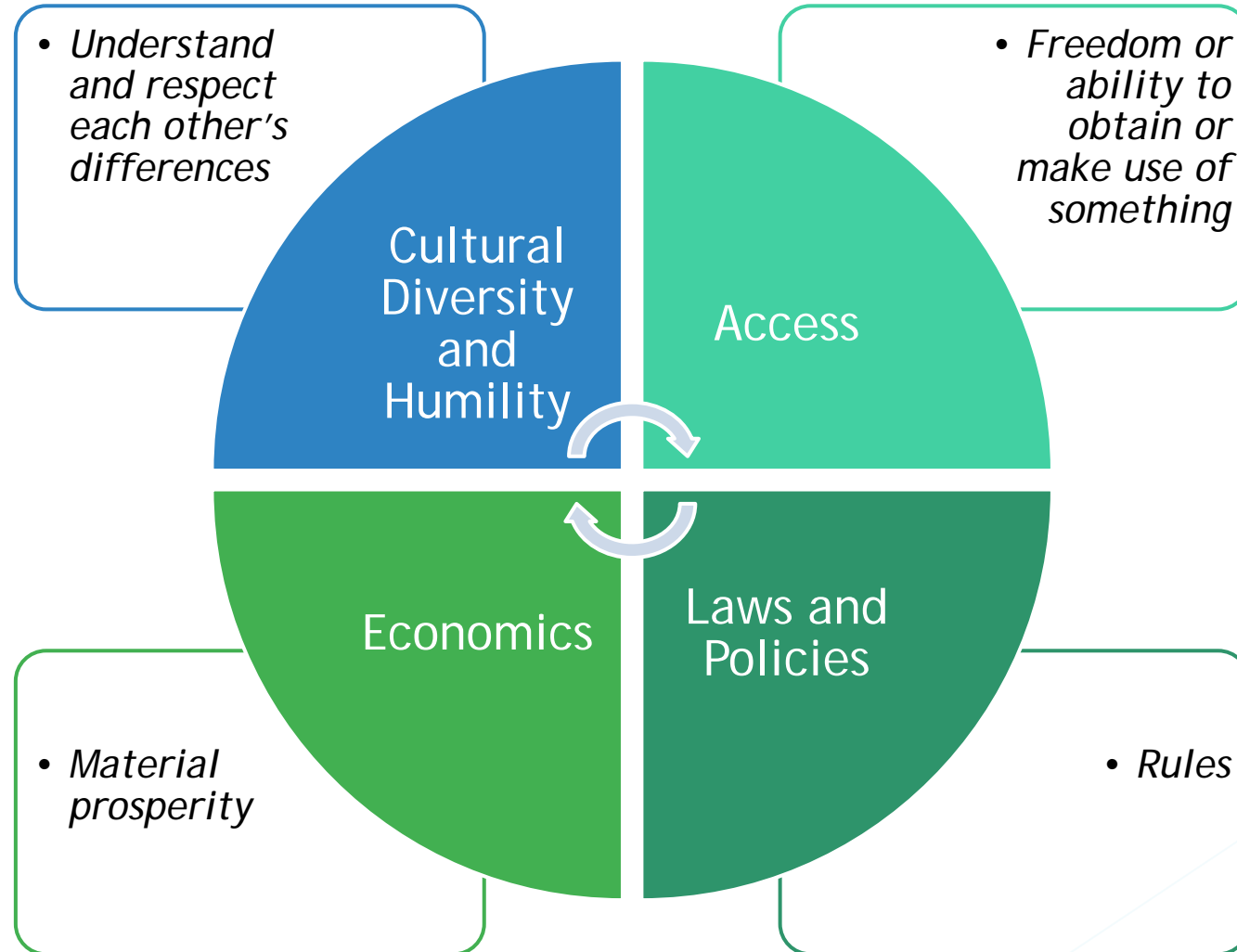
Research = 45%

Assure Competent Workforce = 30%

Enforce Laws = 25%

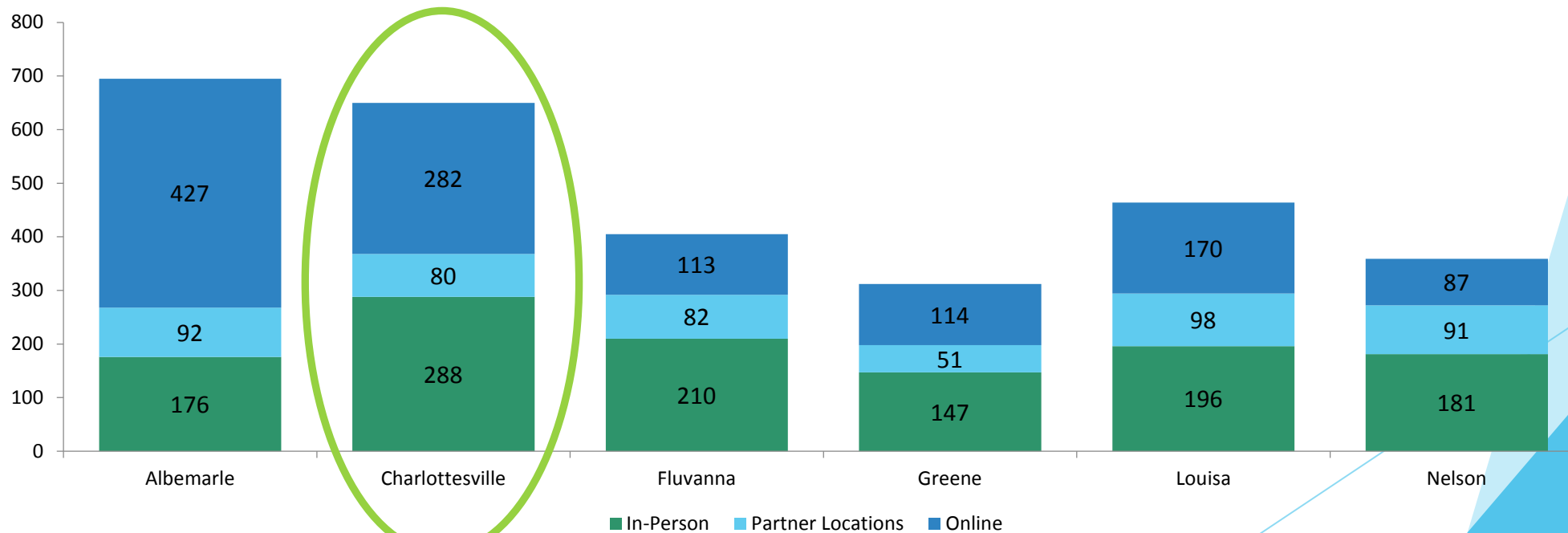
Diagnose and Investigate = 15%

Forces of Change Assessment

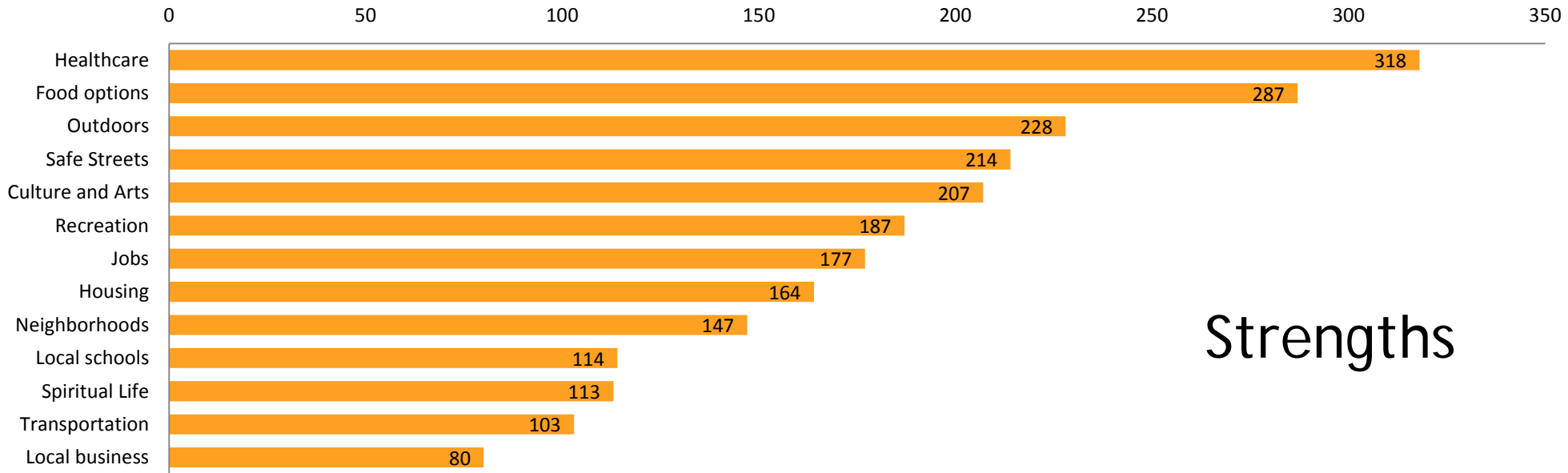


Community Themes and Strengths

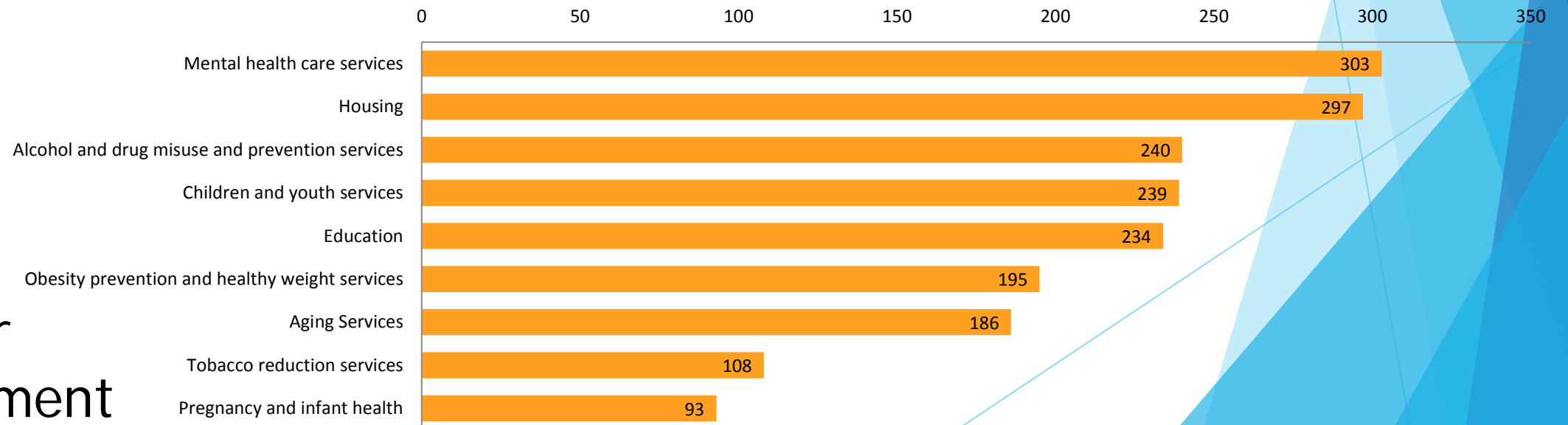
- ▶ Obtain input from community members on the health of their communities
 - ▶ Where do you live?
 - ▶ What makes your community a healthy place to live?
 - ▶ What should your community improve?



Community Themes and Strengths



Strengths



Areas for Improvement

Community Health Assessment

Data, data, data ...

- Over 140 indicators reviewed
- District-wide and locality specific

Age and Gender Distribution, 2014



Population Change



Promote Health Eating and Active Living

GOAL: Increase access to healthy foods and recreation through education, advocacy, and evidence-based programming

Objective 1
By 2019, decrease the percentage of TJHD adults who are overweight or obese

Objective 2
By 2019, decrease the percentage of TJHD children who are overweight or obese

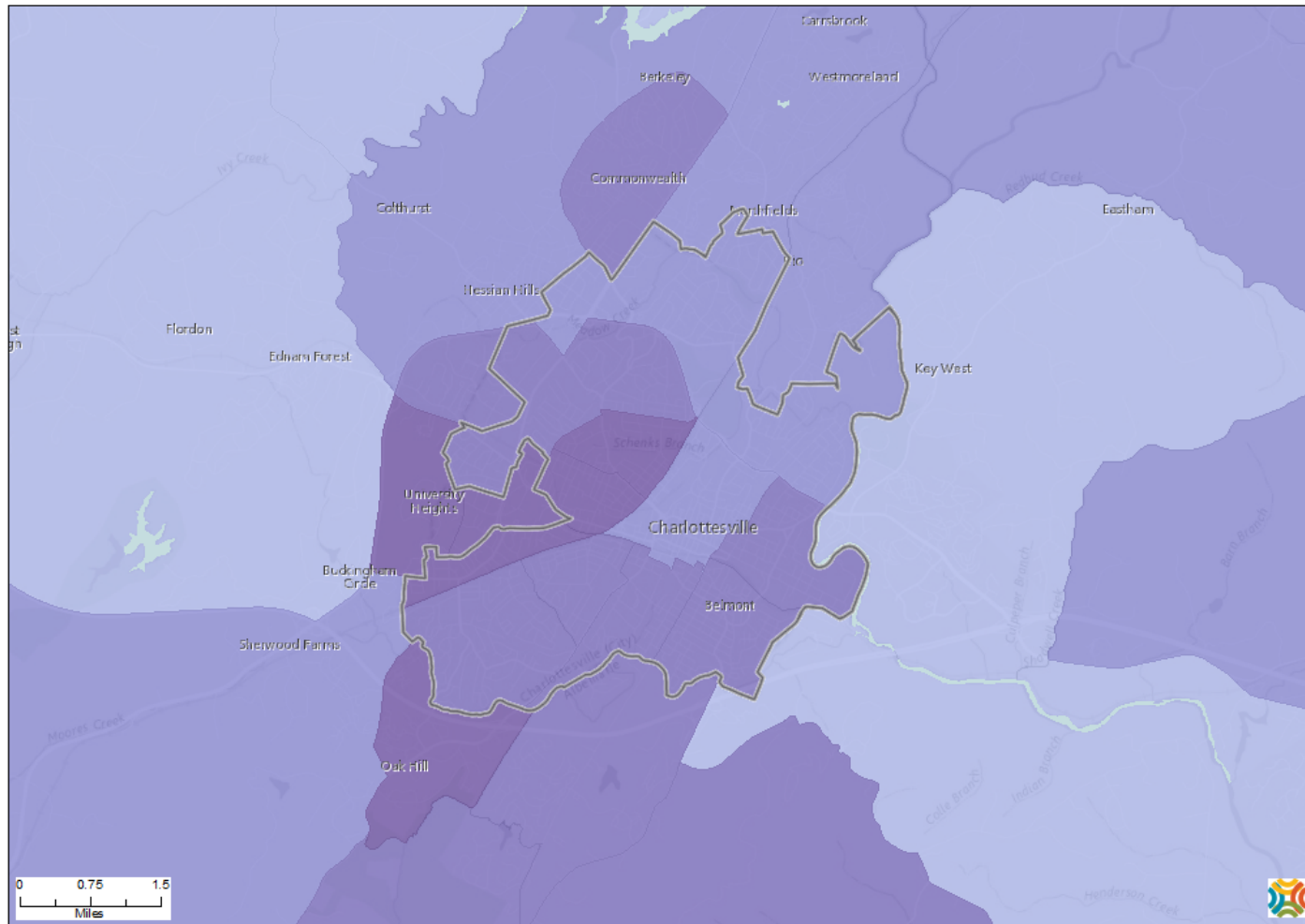
Objective 3
By 2019, implement data collection and analysis of obesity across the lifespan in all of TJHD

Charlottesville Strategies

Strategy 1: Increase availability of fresh fruits and vegetables at corner markets (see Richmond's Healthy Corner Store Initiative for reference).

Strategy 2: Consider implementing a tax on sugar-sweetened beverages or restrict the availability of unhealthy snacks in public venues.

Charlottesville Soda Expenditures

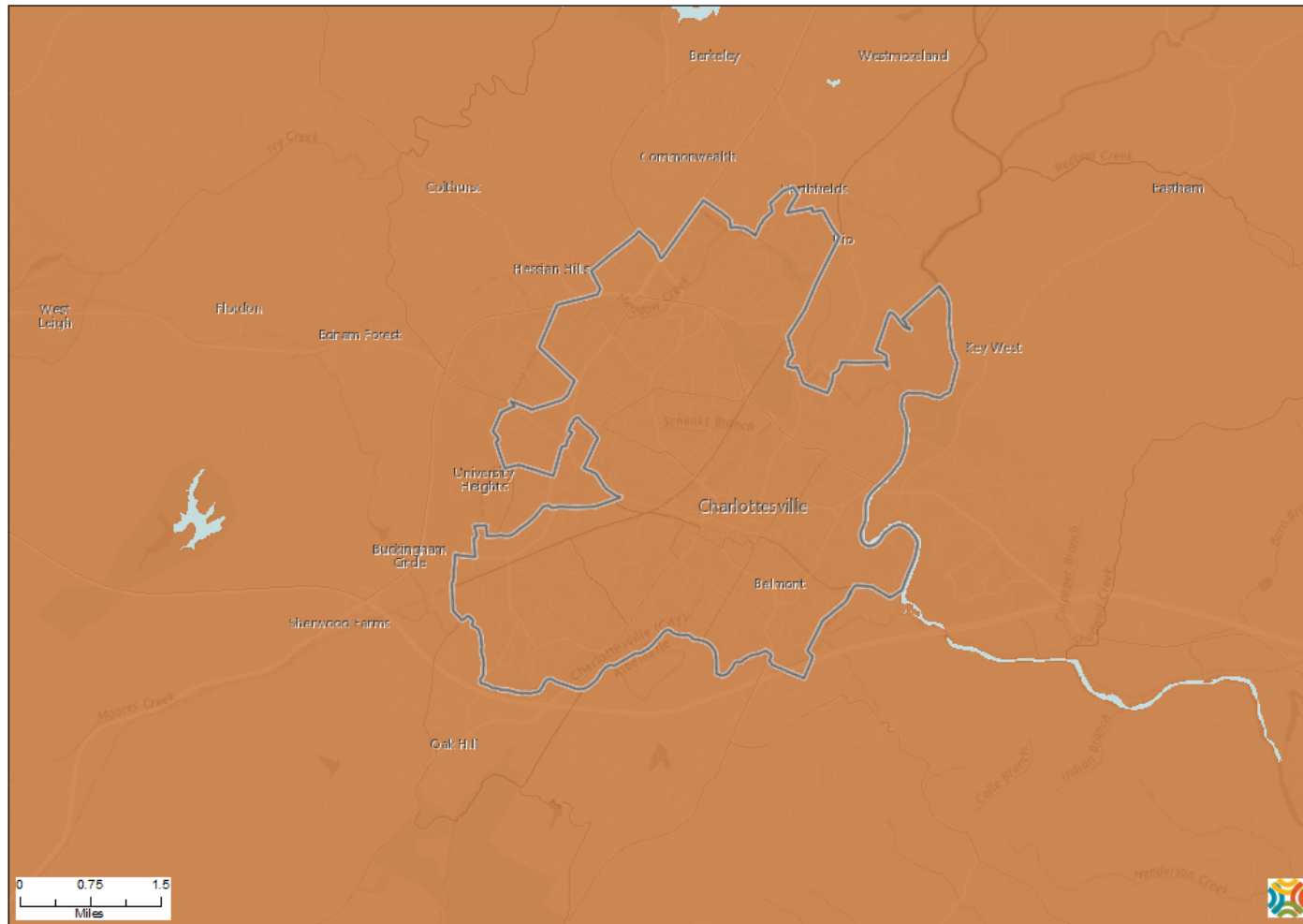


Map Legend

Soda Expenditures, Percent of Food-At-Home Expenditures, National Rank by Tract, Nielsen 2014

- 1st Quintile (Highest Expenditures)
- 2nd Quintile
- 3rd Quintile
- 4th Quintile
- 5th Quintile (Lowest Expenditures)
- No Data or Data Suppressed

Charlottesville Alcohol Expenditures



Map Legend

Alcoholic Beverage Expenditures, Percent of Food-At-Home Expenditures, National Rank by Tract. Nielsen 2014

- 1st Quintile (Highest Expenditures)
- 2nd Quintile
- 3rd Quintile
- 4th Quintile
- 5th Quintile (Lowest Expenditures)
- No Data or Data Suppressed

Address Mental Health and Substance Issues

GOAL: Improve capacity to provide culturally and linguistically appropriate mental health and substance abuse prevention and treatment services

Objective 1

By 2019, reduce the need for mental health and substance use disorder hospitalization in TJHD through improved access to upstream outpatient care

Objective 2

By 2019, increase the capacity of Community Mental Health and Wellness Coalition partners to provide mental health and substance use disorders services in TJHD by 10

Objective 3

By 2019, leverage partnerships across local coalitions to implement 3-5 policy, system, and environmental changes to prevent substance use disorders and promote mental health

Charlottesville Strategies

Strategy 1: Increase culturally and linguistically appropriate mental health and substance abuse services by expanding integrated care, medication assisted treatment, and overall access to care.

Strategy 2: Implement a mental health and substance abuse public awareness and stigma reduction campaign and other policy, system, and environmental changes.

Strategy 3: Develop a culturally and linguistically appropriate behavioral health workforce and include opportunities for support from peer and family members with lived behavioral health experience.

Mental Health Providers in Charlottesville, 2014

35

Mental Health Providers

There is 1 Mental Health Provider for every:

Charlottesville

118

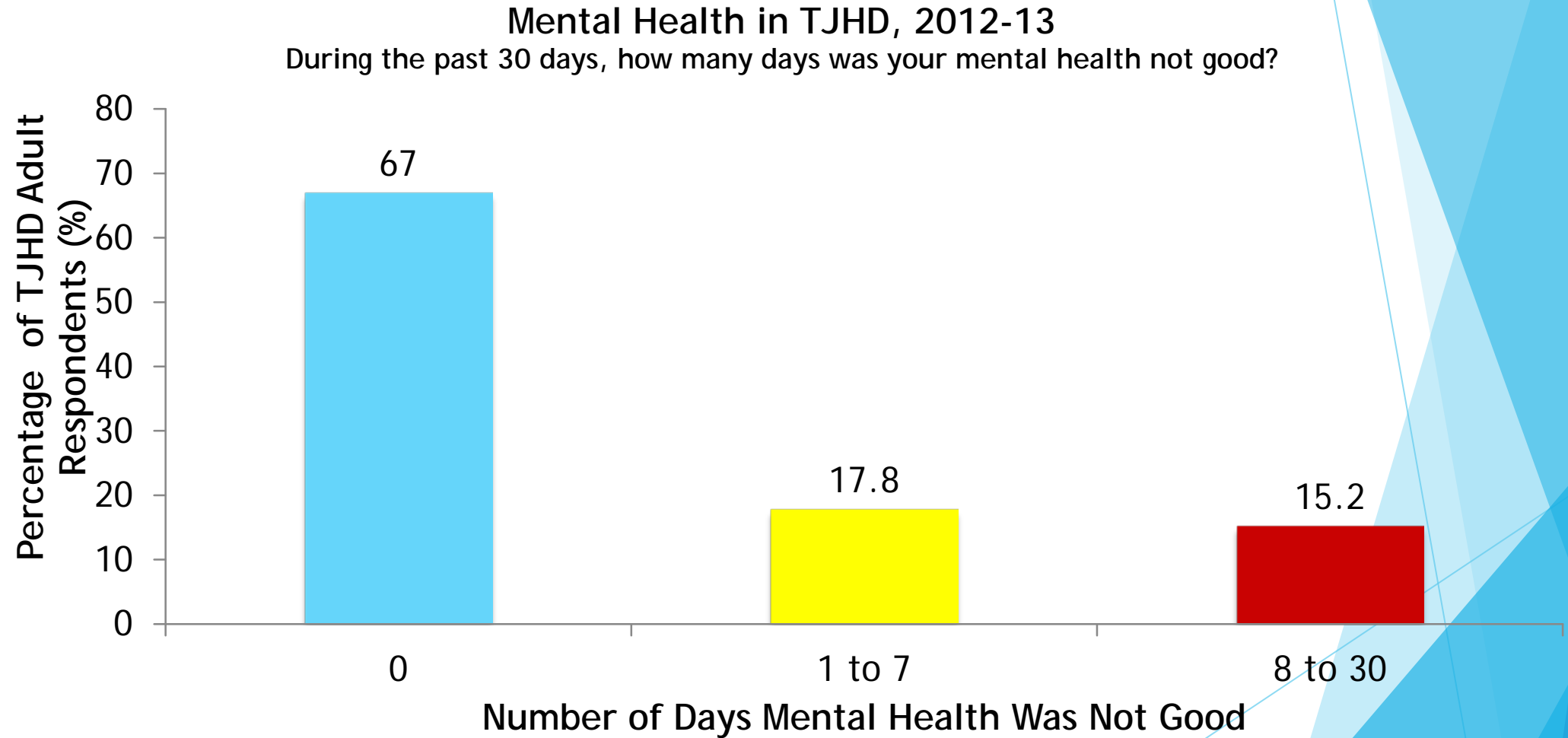
Individuals

Virginia

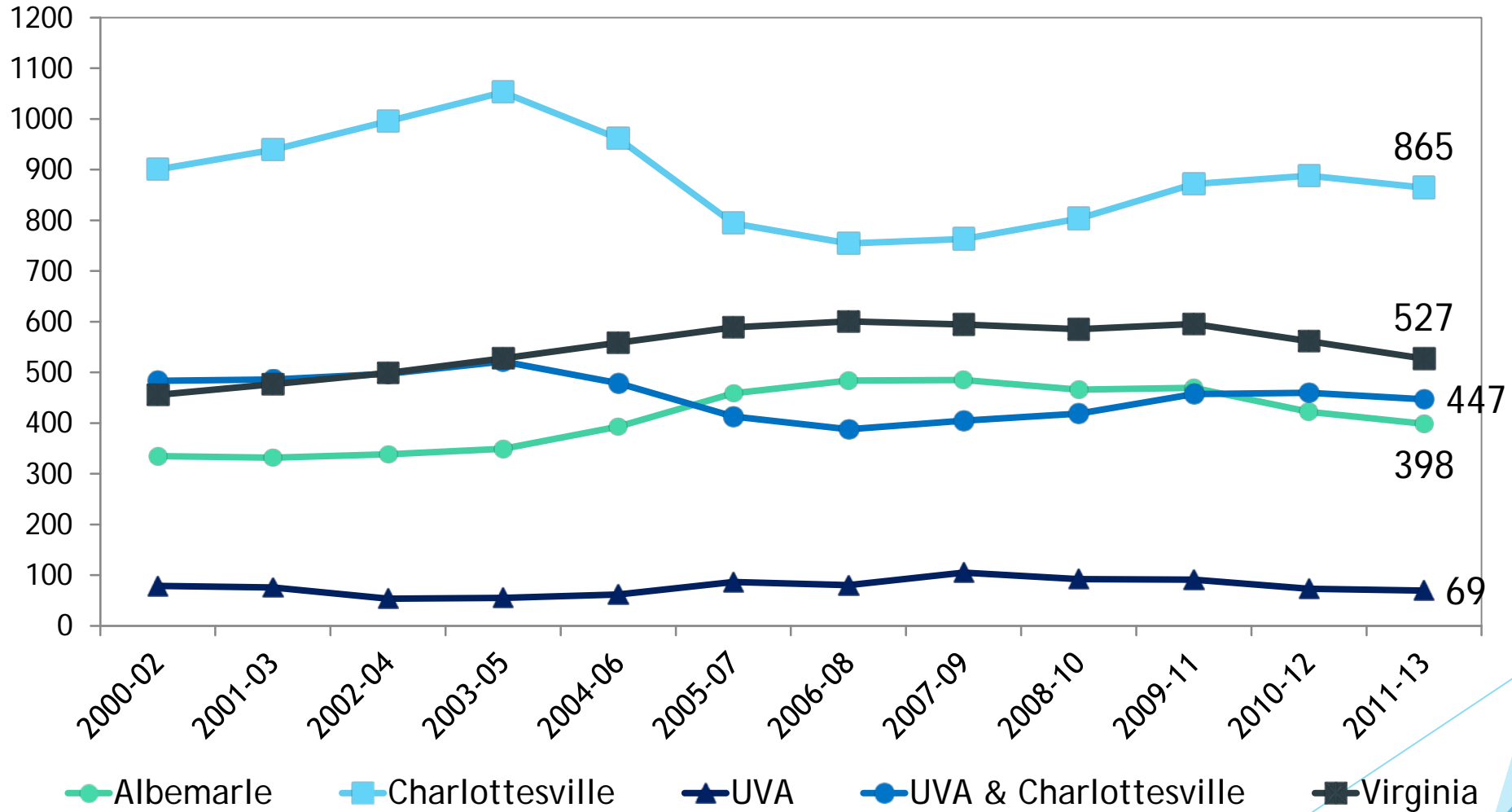
724

Individuals

Days Mental Health was Not Good, 2012-13



Drug/Narcotic Arrest Rate per 100,000 Population Three Year Averages, 2000-13



Improve health disparities and access to care

GOAL: Increase health equity and narrow the gap for health conditions through outreach and education to healthcare providers and community members

Objective 1

By 2019, identify up to three health condition with marked disparities and reduce the disparities

Objective 2

By 2019, decrease the 2010-14 TJHD African American infant mortality rate from 10.6 to 5.0 infant deaths per 1000 live births

Objective 3

By 2019, support TJHD employers and community partners to develop cultural humility and workforce diversity to ensure all citizens have the opportunity to achieve the highest levels of health

Charlottesville Strategies

Strategy 1: Pick one or two concrete health disparities to improve (while still maintaining pregnancy outcomes).

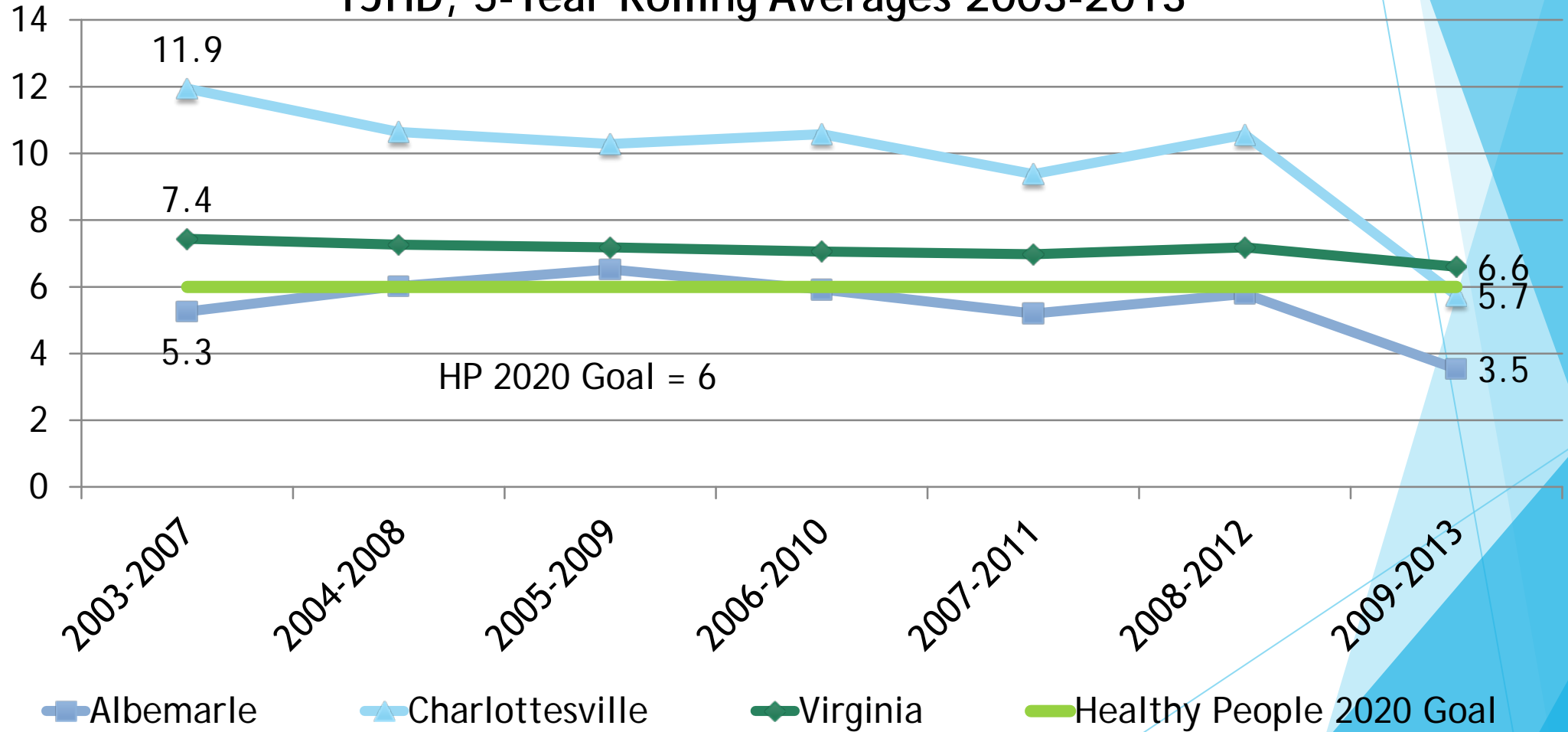
Strategy 2: Develop an effective coalition around improving health disparities to guide progress toward achieving this goal.

Strategy 3: Explore best practices to ensure a medical home for everyone.

Strategy 4: Create a healthcare workforce that reflects the diversity of the community.

Infant Mortality by Race

Infant Deaths Per 1,000 Live Births By Place of Residence in TJHD, 5-Year Rolling Averages 2003-2013



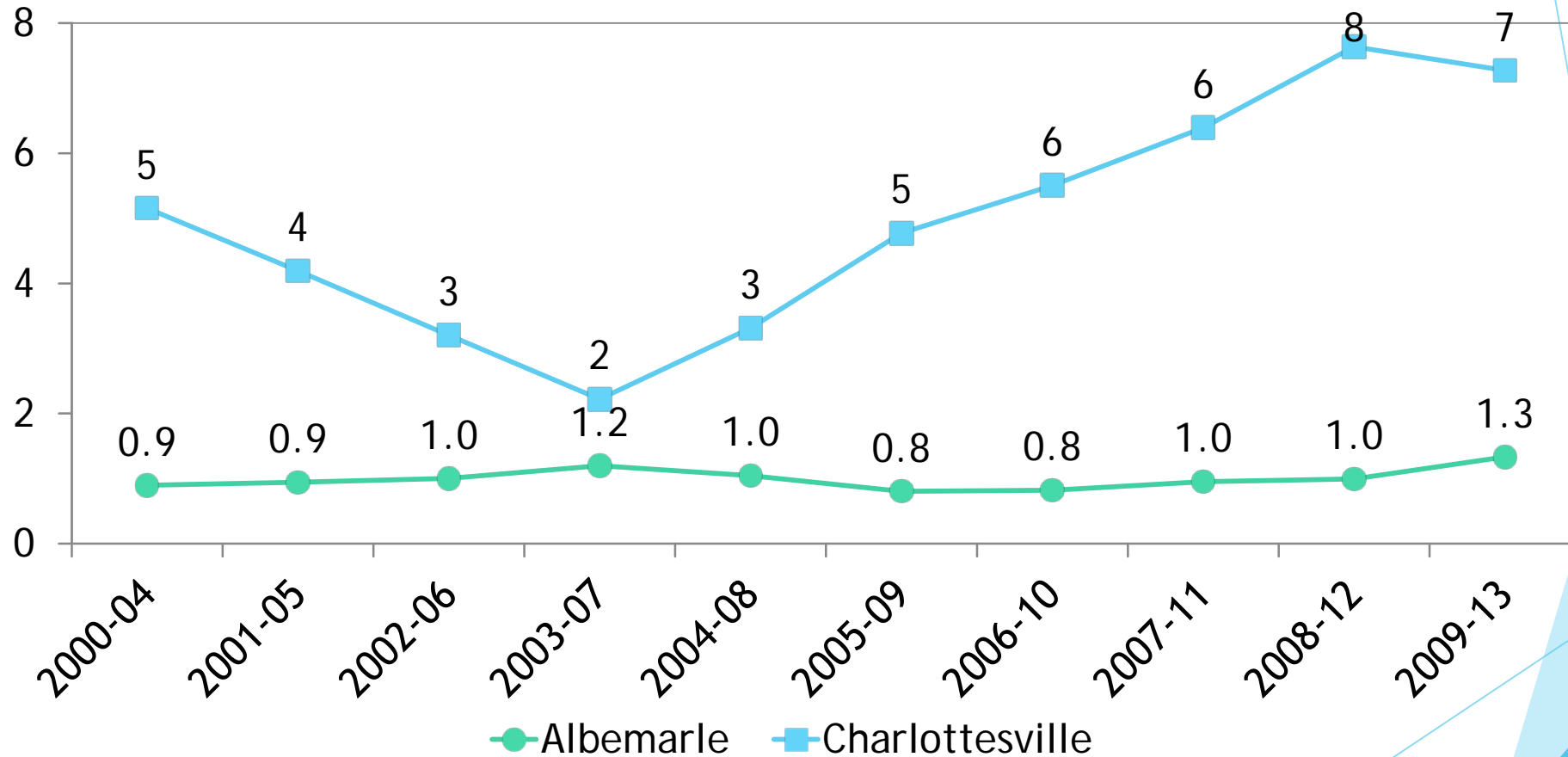
Foster a Health and Connected Community

GOAL: Increase well-being across the lifespan by supporting education, prevention, advocacy, and evidence-based programming

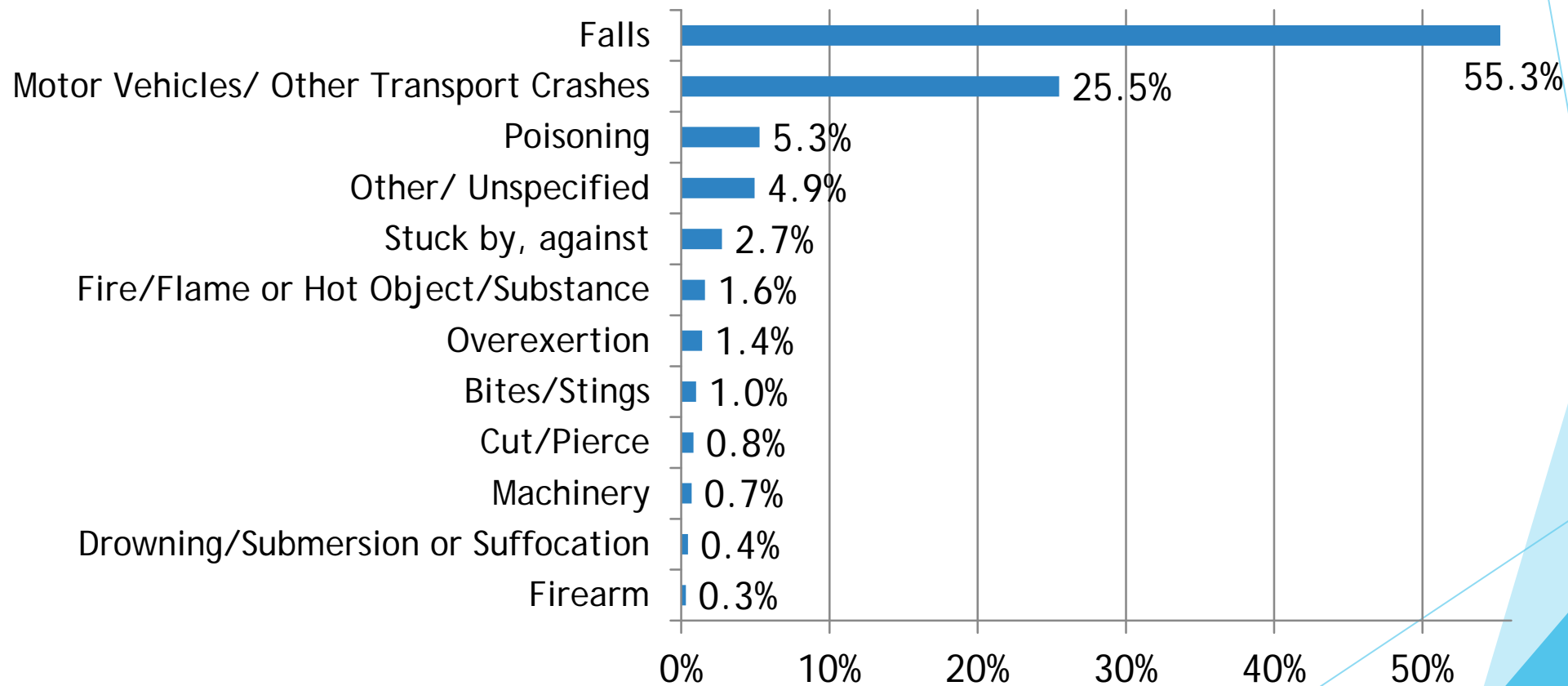
Objective 1 By 2019, decrease the founded/substantiated child and adult abuse and neglect report rates	Objective 2 By 2019, strengthen health relationships across the lifespan through expansion and implementation of evidence-based programming	Objective 3 By 2019, decrease the rate of unintentional injury hospitalizations due to falls
Charlottesville Strategies		
Strategy 1: Expand evidence-based programs for promoting healthy relationships and decreasing sexual assault. Expand trauma-informed approaches to care and develop strategies and training to promote healthy relationships and resilience.	Strategy 2: Implement a measurement of wellness across the age continuum (look to WHO model, structure and benchmarks).	Strategy 3: Provide a handout on parenting skills and resources when every child enters school.

Child Abuse & Neglect

(Founded Reports), Rates Per 1,000 Children, 5 Year Averages, 2000-13



Percent of Unintentional Injury Hospitalizations by Cause in TJDH, 2003-13



Source: Virginia Department of Health On-line Injury Reporting System

Full report can be found at:

<http://www.vdh.virginia.gov/content/uploads/sites/91/2016/07/2016-MAPP2Health-Report.pdf>

Data slides can be found at:

<http://www.vdh.virginia.gov/thomas-jefferson/council-information/>

Contact

Putnam Ivey

Population Health and Outreach Team,

Thomas Jefferson Health District

434-972-6241

Putnam.ivey@vdh.virginia.gov

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	April 17, 2017
Action Required:	Consideration of Chamber Promenade to the Murray Van Yahres Memorial Grove – McIntire Park
Presenter:	Brian Daly, Director, Parks and Recreation
Staff Contacts:	Brian Daly, Director, Parks and Recreation
Title:	Chamber Promenade to the Murray Van Yahres Memorial Grove – McIntire Park

Background:

City Council consideration of a proposal from members of the community to create a promenade of trees within McIntire Park as well as a memorial to the Paul Goodloe McIntire Award winners as well as three community members, Mitch Van Yahres and Jim and Bunny Murray.

Discussion:

The proposal calls for a promenade of trees from near the pedestrian bridge over the railroad tracks to the uppermost part of the park identified as “The Great Lawn” on the 2015 Schematic Design. Trees would be planted in honor of each of the Chamber of Commerce Paul Goodloe McIntire Award winners. The Promenade would lead to the grove of trees in the Great Lawn where a memorial would be constructed to Mitch Van Yahres and Jim and Bunny Murray. The specific proposed design is included as Attachment 2 to this memorandum.

Additionally, the proposal includes the creation of a tree maintenance endowment fund to care for the large oak trees in The Great Lawn for many years into the future.

Community Engagement:

The project design was presented to the Parks and Recreation Advisory Board in January 2017. The design was favorably received by the Advisory Board and recommended to be presented to City Council.

Alignment with City Council’s Vision and Strategic Plan:

This tree maintenance endowment proposal could potentially contribute to City Council’s “Green City” vision and contributes to Goal 2 of the Strategic Plan: Be a safe, equitable, thriving and beautiful community, and objective 2.5, to provide natural and historic resources stewardship.

Budgetary Impact:

Fiscal Impact of this action is minimal. The project is proposed to be privately funded and maintained.

Recommendation:

Although the Parks and Recreation staff believes the design of the proposed new memorial is thoughtful and attractive, there remains concerns about process and consistency related to the City's adopted Master Plan for McIntire Park and the schematic design for the park which was approved by the City Council in 2015. Staff is concerned that Council approval of this project, regardless of the quality of the project design, will indicate to the community that the adopted Master Plan and Schematic Design can be changed or altered based upon singular requests of the Council without adequate public engagement. Consideration should be given to the creation of a formal process that provides for adequate engagement when an individual or group proposes a use within a park outside of uses approved in the Adopted Master Plan.

The proposers disagree with the Staff position and view the project as an enhancement to the Schematic Design.

Alternatives:

Council may choose to an alternative path forward or approve the project.

Attachments:

Attachment 1 – Project Description

Attachment 2 – Design Schematics



Chamber Promenade to the Murray - Van Yahres Grove

A Gift to the Community

Overall Goal: Working with the Charlottesville Regional Chamber of Commerce, the Murray and Van Yahres families will raise funds to create a place on the hill top in McIntire Park east which will:

- **Honor all Paul Goodloe McIntire Citizenship award winners, past and future.**
- **Preserve the Oaks and create a stone terrace for people to enjoy these trees.**
- **Comply with and enhance the McIntire Park's 2015 Schematic Plan.**

Process:

- Before designing this project, we obtained preliminary approval for our goals from the City Manager, the Parks and Recreation Director, the Parks Advisory Board and individual City Councilors.
- Working with our design committee composed of Warren Byrd, Sue Nelson, Chris Murray, Roxanne White and Mike and Peggy Van Yahres, we hired a local landscape architectural firm, Waterstreet Studio, to design the project.
- We also collaborated with the Parks Department throughout the design process and recently obtained approval for the design from the Parks and Recreation Advisory Board.
- We have established a fund at the Charlottesville Area Community Foundation to accept donations for the project.
- Working with Waterstreet Studio, J. W. Townsend Landscapes projected a preliminary budget for the project of \$475,000.

Future Schedule:

- Next, we will seek approval for the design from City Council.
- With these approvals in hand, we will form a fund-raising committee to raise the necessary funds. The Chamber is also going to assist with fund-raising.
- We project that we will begin construction in the Spring of 2018 with a completion date of October 1, 2018.



waterstreet studio
LANDSCAPE ARCHITECTS
CIVIL ENGINEERS

THE CHAMBER PROMENADE TO THE MURRAY - VAN YAHRES GROVE

A Gift to the Community

SCHEMATIC PLAN
6 | JANUARY | 2017

CHAMBER PAUL GOODLOE McINTIRE CITIZENSHIP AWARD RECIPIENTS

The Chamber Promenade will lead to the Murray - Van Yahres Grove located at the top of the hill on the east side of McIntire Park. The five major goals include:

1. To honor all past and future Chamber Paul Goodloe McIntire Citizenship Award recipients including Mitch Van Yahres and Jim and Bunny Murray.

William J. Kehoe • 2016
 Marcus Martin, M.D. • 2015
 Cathy Train • 2014
 Cole Hendrix • 2013
 Mike Gaffney • 2012
 Martin V. Burks III • 2011
 Alvin Clements • 2010
 John T. Casteen, III • 2009
 Dan & Lou Jordan • 2008
 Harold Wright • 2007
 Grace Carpenter • 2006
 Joseph Teague, Sr. • 2005
 E. Marshall Pryor, III • 2004
 Leonard Sandridge • 2003
 William L. Howard • 2002
 James S. Kennan • 2001
 Paul H. Wood • 2000
 Richard & Julia Nunley • 1999
 Mary Ann Elwood • 1998
 Dr. George & Ann Spence • 1997
 Laurence Richardson • 1996
 Guy Agnor • 1995
 The Jessup Family • 1994
 Nancy O'Brien • 1993
 Darden Towe • 1992
 Mr. & Mrs. James Murray • 1991
 Elizabeth B. Gleason • 1990
 Drewary J. Brown • 1989
 John B. Rogan • 1988
 Hovey S. Dabney • 1987
 Leigh B. Middleditch, Jr. • 1986
 Francis Fife • 1985
 Bernard J. Haggerty • 1984
 George C. Palmer II • 1983
 James E. Bowen • 1982
 Junius R. Fishburne • 1981
 Laurence Brunton • 1980
 Mary Victoria Crow • 1979
 Lionel S. Key • 1978
 Randolph H. Perry • 1977
 Joel M. Cochran • 1976
 Mitchell Van Yahres • 1975

JIM MURRAY BUNNY MURRAY MITCH VAN YAHRES



James “Jim” Brady Murray, 1920 - 2015
 An ardent hunter, fisherman, organic farmer, astronomer and ornithologist, he educated his family and community about the natural world. In 1991, he received the Virginia Conservationist of the Year award from the Virginia Outdoors Foundation. In addition to being a leader in the community, industry and agriculture, he served in the House of Delegates for eight years where he worked to establish the Rivanna as the first Wild and Scenic River in Virginia and Piedmont Virginia Community College, later serving as the first Board Chair. He also served on numerous community organizations including OAR, MACAA and CASA, where he volunteered until the age of 80. Because of these achievements, he and his wife, Bunny, received the Chamber Paul Goodloe McIntire Citizenship Award in 1991.



Jean “Bunny” Brundred Murray, 1920 - 2012
 In addition to presiding over their large farm and family, Bunny made her mark in the community by serving on many organizations, including the Martha Jefferson House, Hospice of the Piedmont and UVA's Human Investigation Committee. As a conservationist on the state and national level, she served on the boards of the Piedmont Environmental Council and the Environmental Defense Fund. Her lasting legacy consists of her faith, her values, her industry, her humor, her gardens, her love of beauty, and—cherished beyond measure—her eight boys. **When reflecting on her time on earth, Bunny concluded that it was “a wonder.” When she received the Chamber Paul Goodloe McIntire Citizenship Award, the community agreed that Bunny was a wonder, too.**



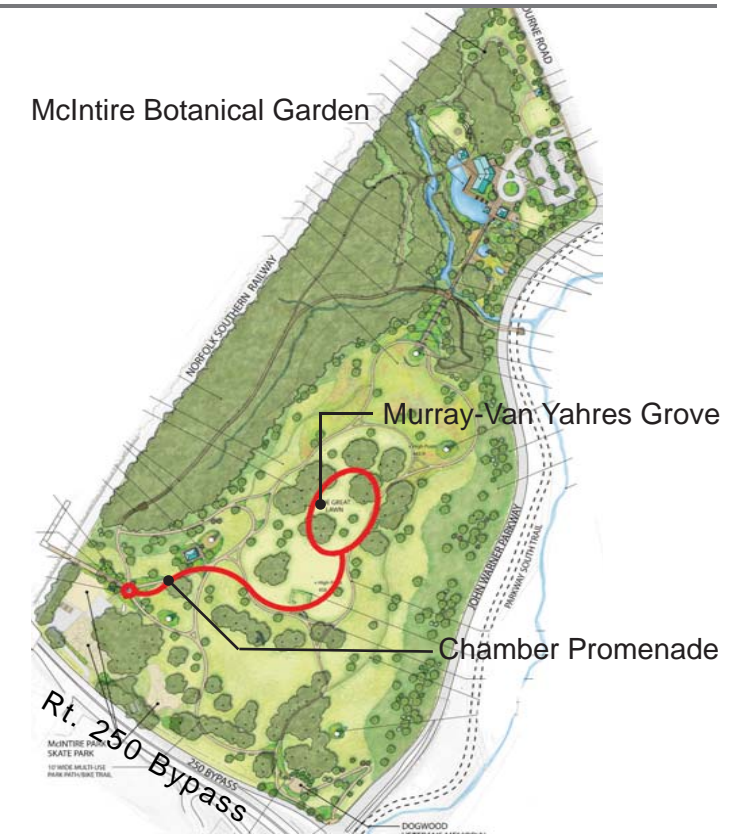
Mitchell “Mitch” Van Yahres, 1926 - 2008
 As a dedicated arborist and politician, it was said that “Mitch tended trees for a living and people for a lifetime.” His service to the community included eight years on City Council, two of which as mayor, where he championed increased diversity on Council, public recreational facilities and planting trees in the middle of Main Street to create the once controversial Downtown Mall. He also served 25 years in the House of Delegates, where he worked to right wrongs, fight for civil rights and promote equal opportunity for citizens of all incomes and races. Because of these commitments, he was the first recipient of the Chamber Paul Goodloe McIntire Citizenship Award in 1975. A proud Democrat, he counted Republicans among his close friends, too. You might disagree with Mitch, but it was nearly impossible to dislike him.

GOALS

GOALS

2. To comply with the City of Charlottesville's "2015 McIntire Park East Schematic Park Plan"

by providing passive play, accessible paths and preservation of natural resources.



3. To preserve and enhance the historic Oak trees.

by creating a preservation endowment

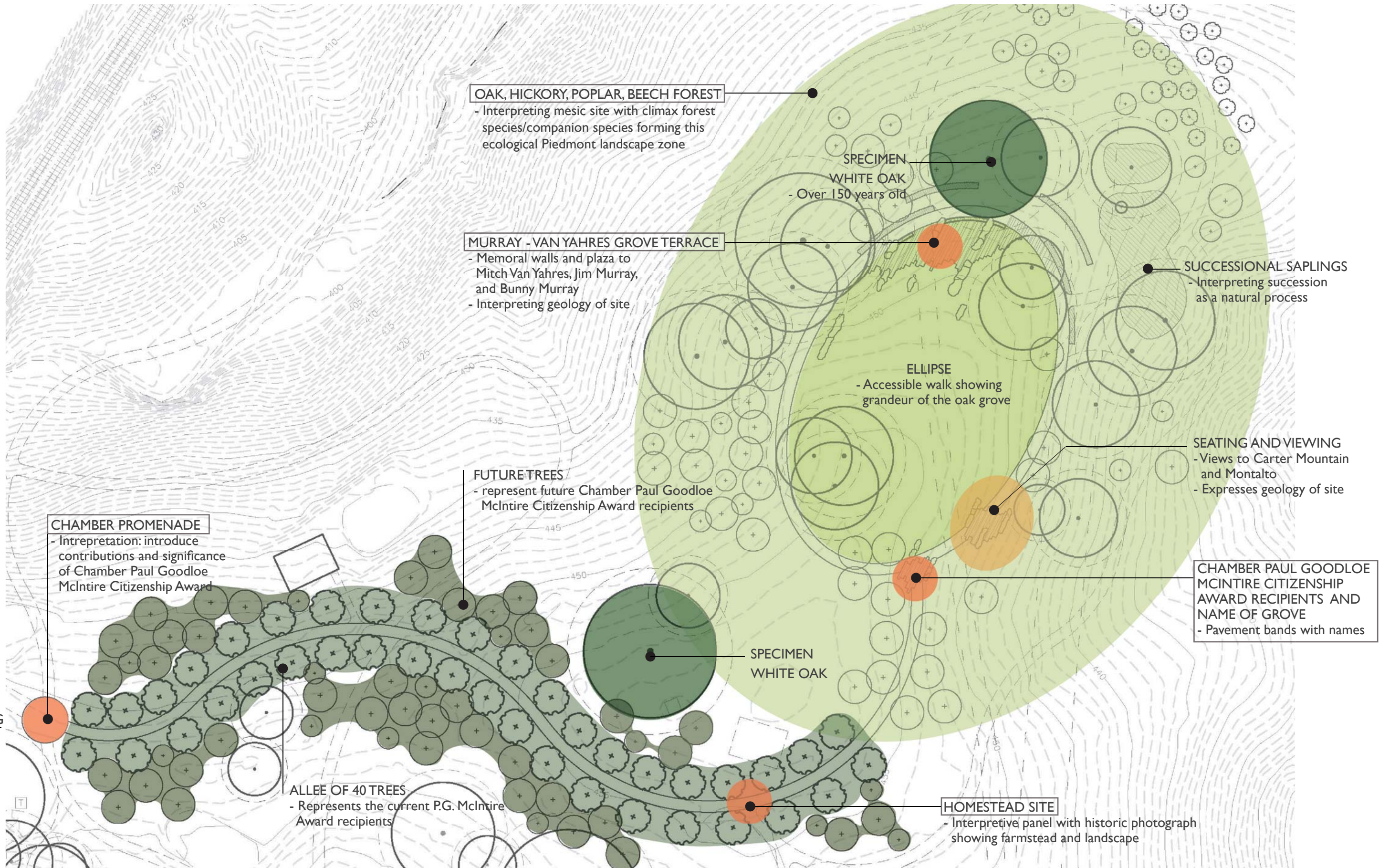


4. To provide a stone terrace and open lawn in the Grove for picnicking, playing or contemplating these grand trees.



5. To highlight the cultural and ecological history of the Park by highlighting the site's geology and, "Clermont", the Mason family's farm of the mid-19th to mid-20th centuries.



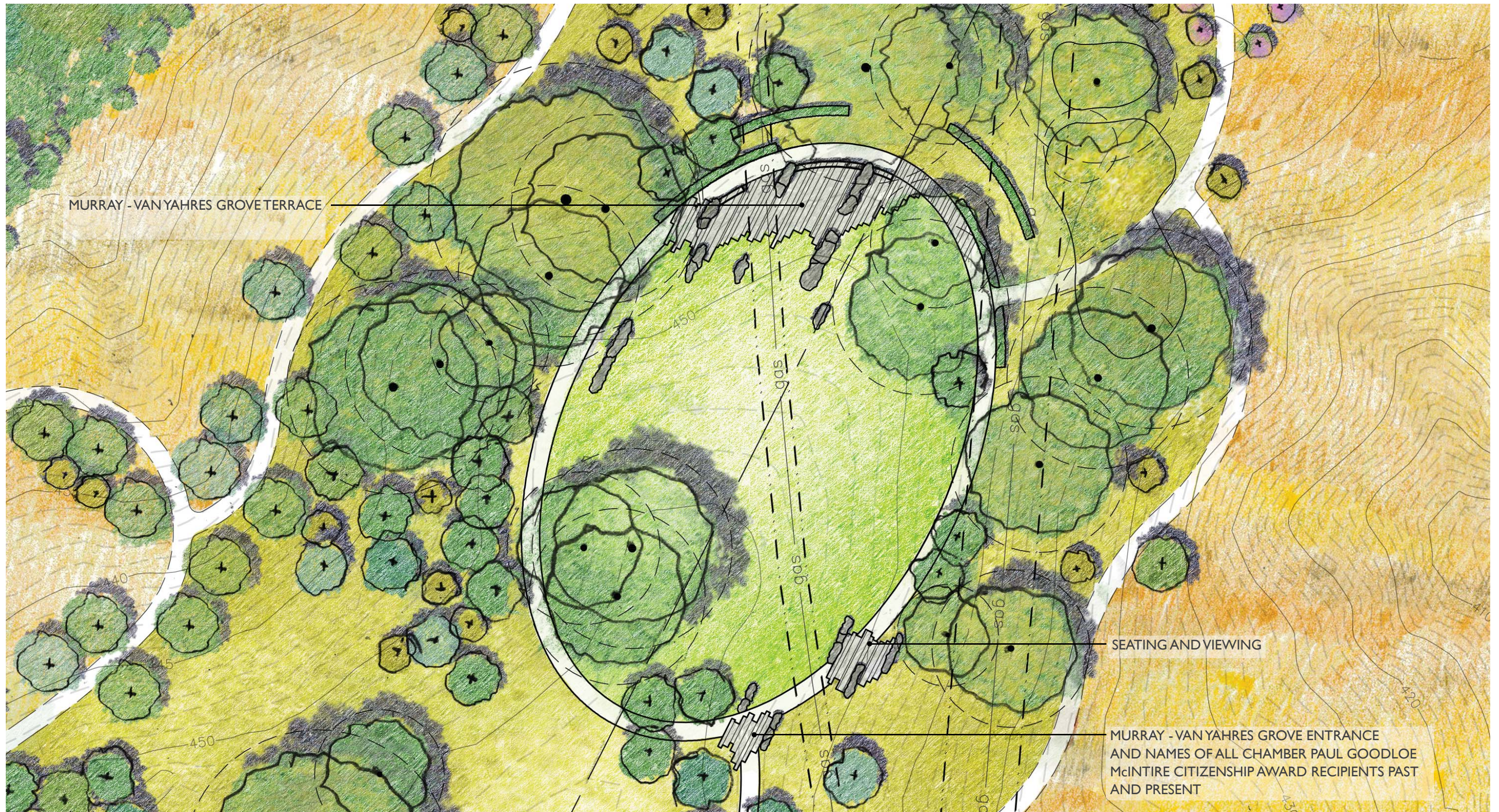




OVERALL CONCEPT PLAN

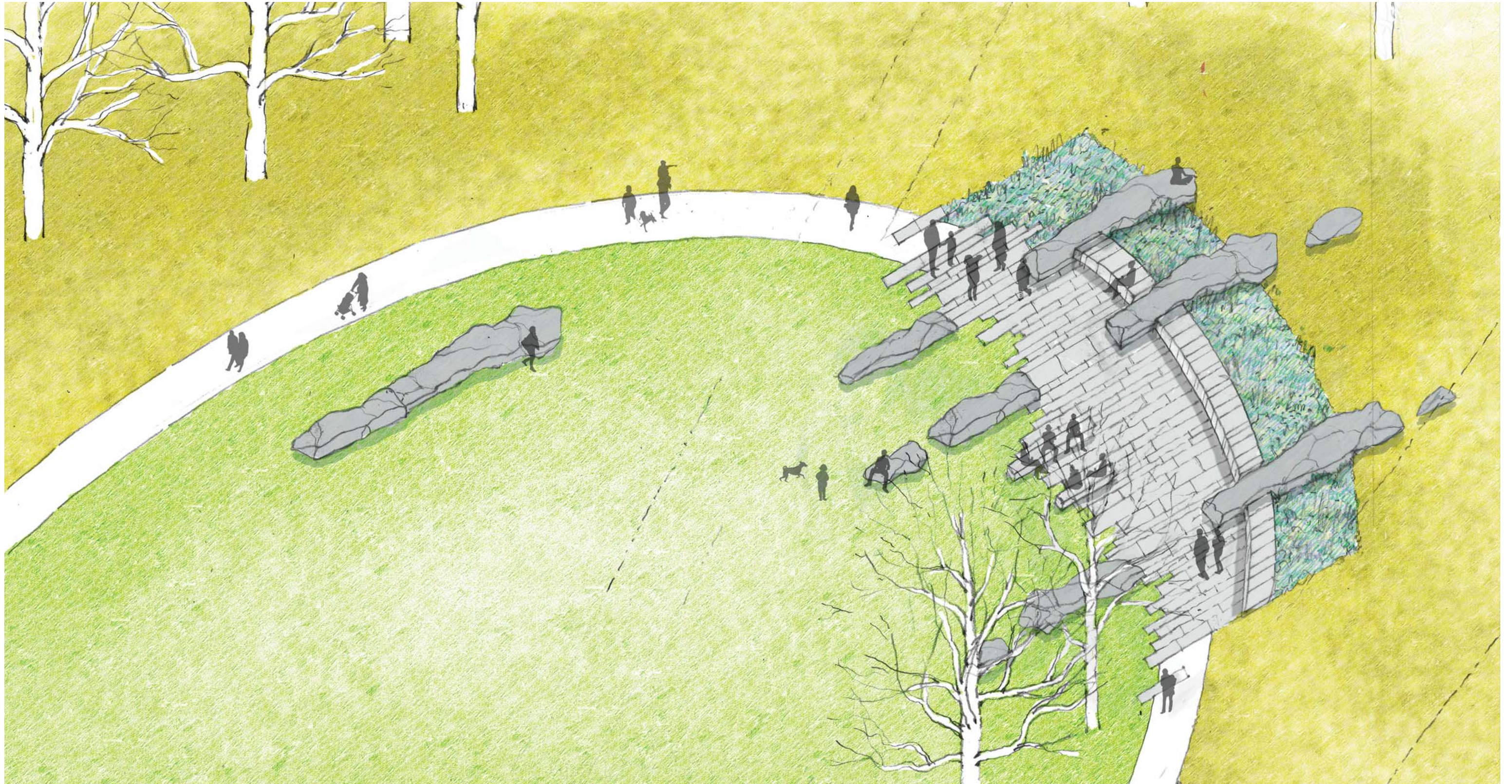


0 100 feet



CONCEPT PLAN



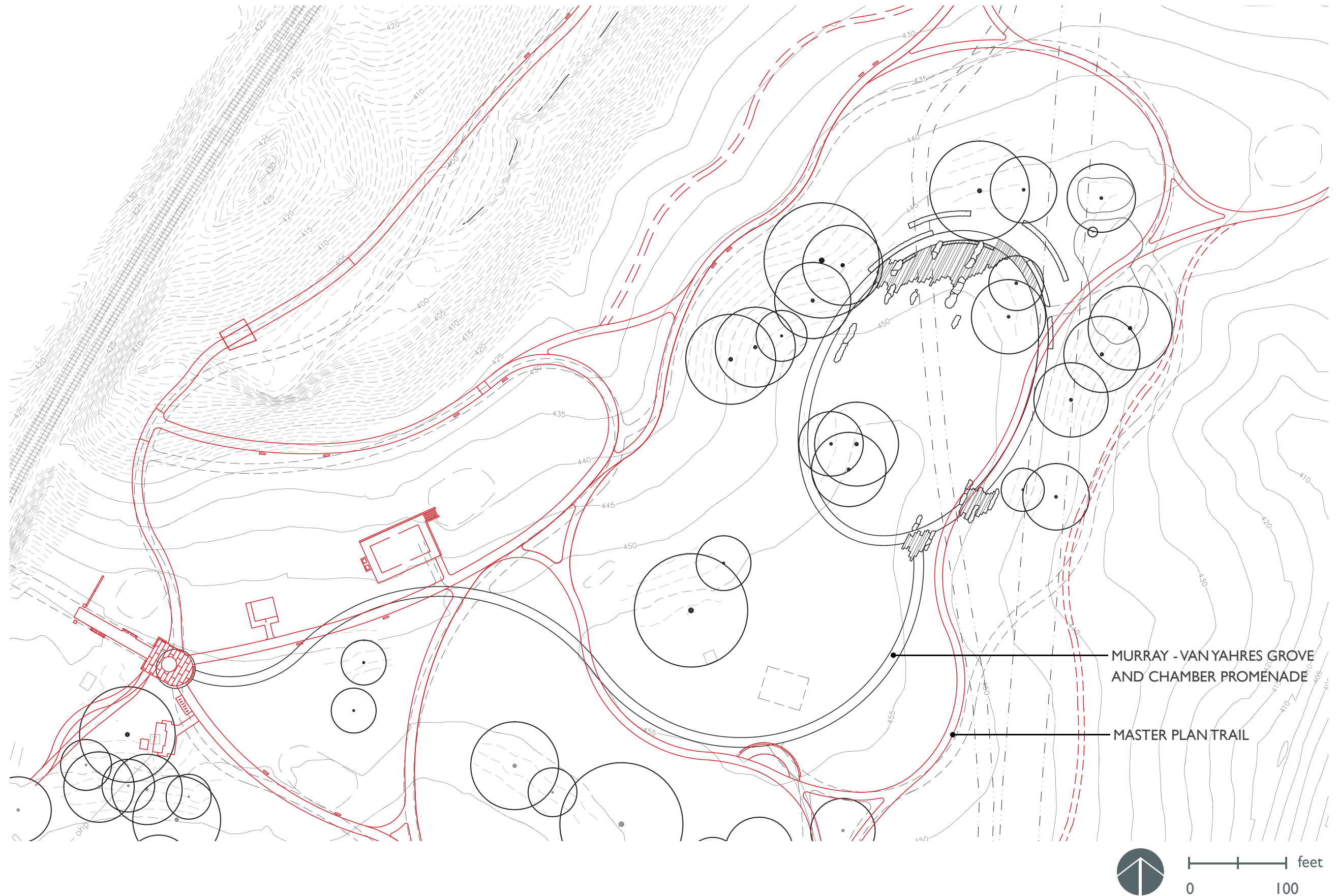


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ELLIPSE - DETAIL



PRECEDENTS



OVERLAY WITH MASTER PLAN TRAIL LAYOUT

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**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	April 17, 2017
Action Required:	Report Only (No Presentation)
Staff Contacts:	Brian Daly, Director, Parks and Recreation Doug Ehman, Manager, Parks Division John Mann, Landscape Manager
Title:	Annual Integrated Pest Management Policy (IPM) Report

Background:

In April of 2015, City Council adopted the City's first Integrated Pest Management (IPM) Policy. The IPM program is a tool for protecting the environmental assets of the city while maintaining a high level of safety for the public and staff of the City of Charlottesville. The IPM approach has been utilized by the Department of Parks and Recreation in grounds management activities for over ten years. Participation in the Environmental Management System (EMS) led the Parks Division to adopt the tenants of an IPM program resulting in reductions in pesticide use, safer pesticide products, and greater environmental responsibility in pesticide applications. The Annual Report is a required step outlined in the adopted Policy, and has been reviewed by the Parks and Recreation Advisory Board and the Tree Commission.

Discussion:

In 2016 there was a major reduction in glyphosate usage in the City overall. This reduction was also seen in parks and schools, with the majority of herbicide usage restricted to right of way areas. The City also realized the goal of reducing the use of Round Up and systemic herbicides.

A transition to organic herbicides was initiated on school grounds. While glyphosate was not completely eliminated on all school grounds, emphasis was placed on using organics on the grounds of elementary schools. Appropriate future funding will help the Parks Department realize the goal of organics only on all school grounds.

The City received significant new vegetated areas to maintain such as the McIntire Interchange, new park lands along the John Warner Parkway, new construction along Route 250 between Barracks Road and Emmett Street, and 79 newly planted trees.

Initiatives were taken to reduce problematic areas. These areas include the juniper banks at Jackson-Via Elementary School. A large portion of the existing juniper was removed due to invasive vine proliferation and inaccessibility. The vines in these areas were historically weeded by hand and treated with herbicides with minimal long-term success. Unintentional damage to the shrubs while accessing this area deemed it problematic and prompted its removal. The area

was converted to a pollinator friendly meadow planting.

A habitat restoration project occurred at Pen Park. The natural area between the tennis courts and the Parks Department office was cleared of invasive vines, non-native trees, debris, and then integrated with native plantings. These improvements were accomplished with the help of goats, volunteers, and Parks staff.

No herbicides were used on general turf areas managed by the City. Turf managers continued to practice IPM methods such as maintaining proper mowing heights to inhibit weed growth and mulching leaves to increase organic matter and fertility of turf areas.

Several turf managers received certification from the State of Virginia as fertilizer applicators.

The Weed Dragon, a flame based weed control device, was utilized in specific areas where deemed appropriate. This pilot program presented safety concerns and will be confined to parking lots or other areas where fire concerns are at a minimum.

Other pilot programs proved more successful. The interior of McGuffey Park, for example, has remained free of synthetic chemicals. This is largely due to increased mechanical controls such as weed trimming and the efforts of volunteers.

Another successful pilot program was utilizing a mulch blower for mulching applications. Increased mulch applications are a major goal of the IPM program as they reduce weeds and chemical applications while building soil health.

Community Engagement:

The IPM Annual Report was developed by a Committee that includes representatives from the Council Appointed Tree Commission and the Parks and Recreation Advisory Board.

Alignment with City Council's Vision and Strategic Plan:

The IPM Policy supports City Council's "Green City" vision and contributes to Goal 2 of the Strategic Plan: Be a safe, equitable, thriving and beautiful community, and objective 2.5, to provide natural and historic resources stewardship.

Budgetary Impact:

This report has no impact on the General Fund.

Recommendation:

N/A - Report only.

Attachments:

Attachment 1 – 2017 IPM Annual Report

City of Charlottesville Parks and Recreation 2016 Annual Report

Integrated Pest Management



What is a pest?

Pests are organisms including insects and undesirable plants that damage landscapes, structures, infrastructure, or that impact human or animal health.

Integrated Pest Management Program

Charlottesville Parks and Recreation Department

IPM Coordinator

John Mann, Landscape Manager/Horticulturalist

IPM Program Manager

Patrick Hagan, Gardener II

IPM Committee

Brian Daly, Director, Parks and Recreation

Doug Ehman, Parks Manager

Kristel Riddervold, Environmental Sustainability Manager

Dave Hirschman, Parks and Recreation Advisory Board Representative

Ineke Dickman, Charlottesville Tree Commission Representative

Introduction

The intention of this report is to disclose the current activities of the City of Charlottesville's Integrated Pest Management (IPM) program as adopted by City Council in 2015. It will provide insight into the decision-making process as it pertains to the implementation of the IPM program and analyze the past goals as well as highlight the future goals of the program.

An effective IPM program requires constant planning and revision. Looking critically at the level of service and methods used to maintain this level of service are paramount to the success of the program. Assessing these methods and practices maintains a level of responsibility and transparency to the public and promotes innovation in the IPM program. The Parks and Recreation Department strives to be proactive rather than reactive in the implementation of IPM methods.

Establishing environmentally sustainable practices in IPM methods requires analyzing the landscape as an individual ecosystem. Proper amendments and the introduction of beneficial microbes into the soil of these landscape systems will promote healthier plants. Healthier plants sustain a higher resistance to pests and diseases. Maintaining the correct balance and integrity of the soil is crucial to long term health of the ecosystem.

This strategy includes increasing mulch and compost applications, appropriate pre-emergent applications in weed-prone right of way areas, and continued exploration of safer and more effective products and methods in the implementation of the IPM program.

Looking back on 2016

Many of the IPM goals set forth in 2015 were realized in the past year.

- Round Up was phased out as the primary source of glyphosate due to public concern over its adjuvants
- A transition to organic herbicides was initiated on elementary school grounds
- Initiatives were taken to remove problematic landscape areas
- A habitat restoration project occurred at Pen Park
- No herbicides were used on general turf areas managed by the City of Charlottesville
- Several turf managers received certification from the State of Virginia as fertilizer applicators
- The Weed Dragon (flame-based weed control device) was piloted

- The interior of McGuffey Park remained free of synthetic chemicals
- A mulch blower was piloted with great success
- Volunteer efforts helped to control invasive species in natural areas
- Trunk injections to combat Emerald Ash Borer were allocated to preserve the most valued ash trees throughout the City.

Overview of 2016

In 2016 there was a major reduction in glyphosate usage in the City overall. This reduction was also seen in parks and schools, with the majority of herbicide usage restricted to right of way areas. The City also realized the goal of reducing the use of Round Up and systemic herbicides.

A transition to organic herbicides was initiated on school grounds. While glyphosate was not completely eliminated on all school grounds, emphasis was placed on using organics on the grounds of elementary schools. Appropriate future funding will help the Parks Department realize the goal of organics only on all school grounds.

The City received significant new vegetated areas to maintain such as the McIntire Interchange, new park lands along the John Warner Parkway, new construction along Route 250 between Barracks Road and Emmett Street, and 79 newly planted trees.

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The Weed Dragon, a flame based weed control device, was utilized in specific areas where deemed appropriate. This pilot program presented safety concerns and will be confined to parking lots or other areas where fire concerns are at a minimum.

Other pilot programs proved more successful. The interior of McGuffey Park, for example, has remained free of synthetic chemicals. This is largely due to increased mechanical controls such as weed trimming and the efforts of volunteers.

Another successful pilot program was utilizing a mulch blower for mulching applications. Increased mulch applications are a major goal of the IPM program as they reduce weeds and chemical applications while building soil health.

Acquisition of a mulch blower would contribute to further anticipated reductions in chemical applications and a move to a fully organic protocol.

Conclusion

A major goal of the IPM program in 2015 was the continued reduction of glyphosate usage. As the data shows, this goal was met Citywide and in parks and schools, respectively. This reduction is related to the usage of pre-emergent products, increased mulching and mechanical maintenance controls.

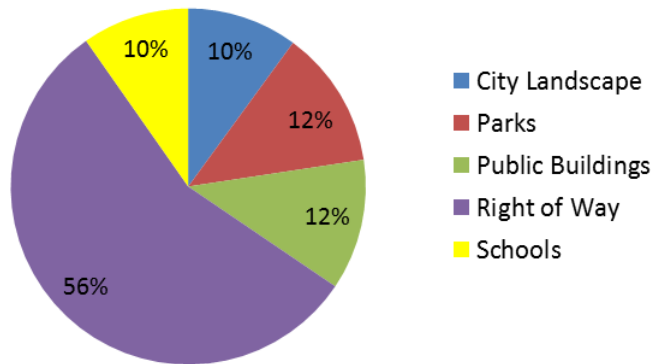
For more information please see:

<http://www.charlottesville.org/departments-and-services/departments-h-z/parks-recreation-/parks-trails/landscape-management/pest-management>

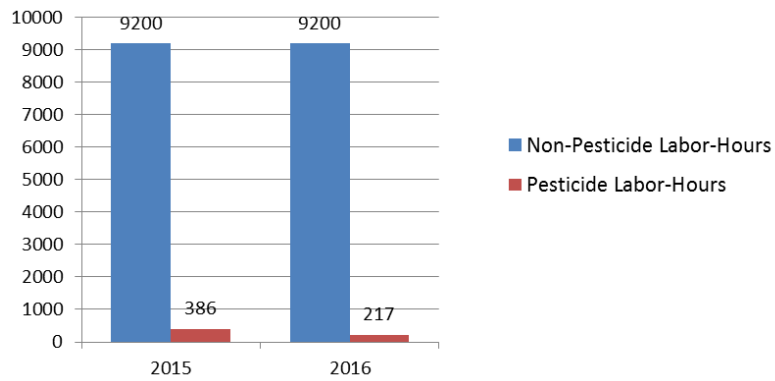
Parks & Recreation Pesticide Application Database: Data Model

	System	Location	Facility
	Parks	Azalea Park Bailey Park Belmont Park Fifeville Park Foresthills Park Greenbriar Park Greenleaf Park Jackson Park Jordan Park Lee Park McGuffey Park McIntire Park East McIntire Park West Meade Park Meadowcreek Park Meadowcreek Stream Valley Northeast Park Pen Park Quarry Park Riverview Park Rives Park Schenks Greenway Starhill Park Tonsler Park Washington Park	Athletic Fields Curbs/Sidewalks Landscape Beds Natural Areas Playgrounds Stormwater Structures
	Schools	Buford School Burnley Moran School CHSchool/PAC Clark School Greenbriar School Jackson Via School Johnson School School Admin Venable School Walker School	Athletic Fields Curbs/Sidewalks Landscape Beds Natural Areas Playgrounds Stormwater Structures
	Public Buildings	Circuit Court City Hall City Hall Annex DT Transit Jefferson Center McGuffey Arts Parks Admin Pavillion PW Avon PW City Yard Smith	Curbs/Sidewalks Landscape Beds Natural Areas Stormwater Structures
	Right of Way	250 Bypass 5th Street Avon Street Barracks Road Brown Blvd DT Mall Emmett Street Fontaine Ave Jefferson Park Ave Mcintire Road/Ridge Street Meadowcreek Parkway Other City Street Preston Ave UVA Corner	Curbs/Sidewalks Landscape Beds Natural Areas Stormwater Structures
	Cemeteries	Maplewood Cemetery Oakwood Cemetery Pen Park Cemetery Daughters of Zion	Curbs/Sidewalks Landscape Beds Natural Areas
	Hort Sector	250 Bypass Sector 5th & Belmont Sector Downtown Sector JPA & Main Sector Preston & McIntire Sector	Landscape Beds
	Golf Course	Meadowcreek Course Meadowcreek Clubhouse	Curbs/Sidewalks Fairways Green Surrounds Greens Landscape Beds Natural Areas Roughs Stormwater Structures Tees

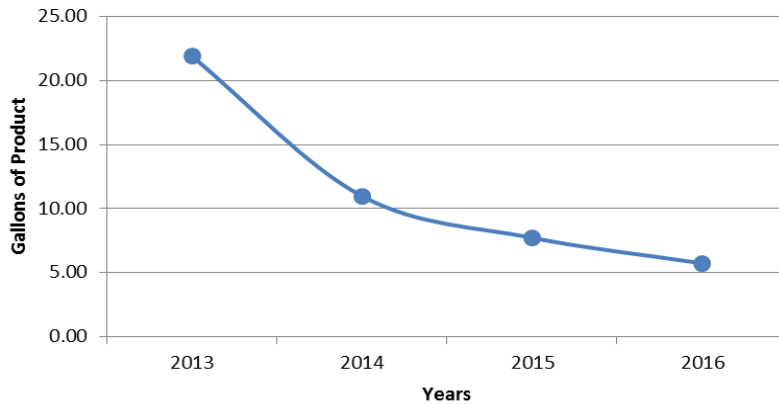
Liquid Applications by Area: 2016



Pesticide vs Non-Pesticide Labor Hours: 2015-2016



Glyphosate Applications



Parks Horticulture Pesticide Applications by Product Name 2013-2016: Liquid Products						
Units	Active Ingredient	Product Name	2013	2014	2015	2016
Gallons	2,4,D	Brushmaster	0.10			
	2,4,D Total		0.10			
	Azadirachtin	Azatrol		0.12		
	Azadirachtin Total			0.12		
	Clopyralid	Lontrel		0.00		0.05
	Clopyralid Total			0.00		0.05
	d-Limonene	Nature's Avenger		1.38	0.25	
	d-Limonene Total			1.38	0.25	
	Fluazifop-P-butyl	Ornamec	0.82	0.25	0.10	0.37
	Fluazifop-P-butyl Total		0.82	0.25	0.10	0.37
	Glyphosate	Aquamaster	0.21			
		Gly Star Plus	2.89	10.18		3.80
		Honcho	9.84			
		QuickPro (Roundup)		0.47	7.69	1.72
		Ranger-Pro	8.96			
		Roundup Pro		0.33	0.04	
		Round Up Custom				0.21
	Glyphosate Total		21.91	10.98	7.73	5.74
	Horticultural Oil	Hort Oil	3.00			
	Horticultural Oil Total		3.00			
	Lithium salt of Bromacil	Brom 7.5	0.93			
	Lithium salt of Bromacil Total		0.93			
	Monosodium acid methanearsonate	Trimec Plus		0.02		
	Monosodium acid methanearsonate Total			0.02		
	Oryzalin	Oryzalin 4	5.18	7.12	11.45	8.09
		Prokoz Surflan AS	0.38			
		Surflan AS			4.71	
	Oryzalin Total		5.55	7.12	16.16	8.09
	Prometon	Primatol 25E	1.80	2.31	2.16	
	Prometon Total		1.80	2.31	2.16	
	S-Kinoprene	Enstar	0.01			
	S-Kinoprene Total		0.01			
	Sodium Salt of bentazon	Basagran		0.89		
Sodium Salt of bentazon Total			0.89			
Triclopyr	Pathfinder	0.25	0.69	0.48	1.20	
Triclopyr Total		0.25	0.69	0.48	1.20	
Pelargonic Acid	Scythe				0.27	
Pelargonic Acid Total					0.27	
Tetramethrin	Wasp Spray				0.44	
Tetramethrin Total					0.44	
Gallons Total			34.37	23.75	26.86	16.16

Parks Horticulture Pesticide Applications by Product Name 2013-2016: Granular Products						
Units	Active Ingredient	Product Name	2013	2014	2015	2016
Pounds	Glyphosate	Roundup QuikPro		0.26		
	Glyphosate Total			0.26		
	Halosulfuron-methyl	Pro Sedge Selctive Herbicide2			0.08	0.04
		Pro-Sedge	0.07	0.06		
	Halosulfuron-methyl Total		0.07	0.06	0.08	0.04
	Imidacloprid	Merit	5.00			
		Zenith 0.5G		0.50		
	Imidacloprid Total		5.00	0.50		
	Oryzalin	XL 2G		10.00		31.50
	Oryzalin Total			10.00		31.50
	Trifluralin+Isoxaben	Snapshot	1050.00	550.00	445.00	690.00
	Trifluralin+Isoxaben Total		1050.00	550.00	445.00	690.00
	Pounds Total			1055.07	560.82	445.08

Golf Course Pesticide Applications by Product Name 2013-2016: Liquid Products

Units	Active Ingredient	Product Name	2013	2014	2015	2016
Sum of GallonConversion						
FinalUnit	ActiveIngredient	ProductName	2013	2014	2015	2016
Gallons	24d/mcpp/dicamba	triplet 3/ way herb.		17.63		
	24d/mcpp/dicamba Total			17.63		
	Azoxystrobin	Heritage TL	7.72	8.64	2.55	6.39
	Azoxystrobin Total		7.72	8.64	2.55	6.39
	Bifenthrin	Bifenthrin Golf & Nursery	1.16	0.87	1.16	1.16
	Bifenthrin Total		1.16	0.87	1.16	1.16
	chlorothalonil	Daconil WeatherStik	5.41	24.30	12.85	15.66
		Daconil ZN	7.73	7.69	3.84	11.51
	chlorothalonil Total		13.15	31.98	16.69	27.16
	dithiopyr	DITHIOPYR 40 WSB.	0.51	0.51	0.39	0.47
	dithiopyr Total		0.51	0.51	0.39	0.47
	Glyphosate	Gly Star Plus				0.00
		Honcho	0.02			
		QuickPro (Roundup)			0.29	
		Roundup Pro		0.16		
	Glyphosate Total		0.02	0.16	0.29	0.00
	HERBICIDE	PYLEX		0.00		
	HERBICIDE Total			0.00		
	Iprodione	Chipco 26GT	38.67	7.73	3.87	7.71
	Iprodione Total		38.67	7.73	3.87	7.71
	Mancozeb	FORE 80 WP	5.06			
	Mancozeb Total		5.06			
	Metalaxyl-M	Subdue Maxx	3.23	3.24	1.30	1.30
	Metalaxyl-M Total		3.23	3.24	1.30	1.30
	Metconazole	TOURNEY		0.47	0.47	0.94
	Metconazole Total			0.47	0.47	0.94
	Propamocarb hydrochloride	Banol	9.42	6.88	5.11	7.65
	Propamocarb hydrochloride Total		9.42	6.88	5.11	7.65
	Propiconazole	Banner Maxx		1.65		1.29
	Propiconazole Total			1.65		1.29
	pyraclostrobin	Insignia SC	0.88	1.77	1.77	1.86
	pyraclostrobin Total		0.88	1.77	1.77	1.86
	pyraclostrobin,bascalid	Honor			2.81	17.81
	pyraclostrobin,bascalid Total				2.81	17.81
	WETTING AGENT	OARS		7.64	7.64	7.64
		CONDUT 90		20.39		
		oars ps			12.78	12.78
	WETTING AGENT Total			28.03	20.42	20.42
	Trinexapac-ethyl	Primo Maxx				9.03
	Trinexapac-ethyl Total					9.03
	fluxapyroxad	Xzempler				0.60
	fluxapyroxad Total					0.60
	Sulfentrazone	Nassau 4SC				3.00
	Sulfentrazone Total					3.00
	dichloro , 2,4D	On deck				27.56
	dichloro , 2,4D Total					27.56
Gallons Total			79.83	109.57	56.82	134.35

Golf Course Pesticide Applications by Product Name 2013-2016: Granular Products						
Units	Active Ingredient	Product Name	2013	2014	2015	2016
Sum of GallonConversion			Date			
FinalUnit	ActiveIngredient	ProductName	2013	2014	2015	2016
Pounds	boscalid	Emerald	6.00	2.00	5.50	3.88
	boscalid Total		6.00	2.00	5.50	3.88
	chlorothalonil	Daconil 5% Granular			25.00	
		Daconil 2787			50.00	
	chlorothalonil Total				75.00	
	flutolanil	ProStar	48.00	1.00	42.00	
	flutolanil Total		48.00	1.00	42.00	
	Glyphosate	Roundup QuikPro			4.00	
	Glyphosate Total				4.00	
	Halosulfuron-methyl	Pro Sedge Selctive Herbicide2				0.25
		Pro-Sedge	0.22	0.00		
	Halosulfuron-methyl Total		0.22	0.00		0.25
	Oryzalin	XL 2G				4.00
	Oryzalin Total					4.00
	Prodiamine	Prodiamine 65WDG			36.00	75.00
	Prodiamine Total				36.00	75.00
	Trifluralin+Isoxaben	Snapshot				10.00
	Trifluralin+Isoxaben Total					10.00
	Vinclozolin	Curalan EG	10.00	20.00	9.38	42.21
	Vinclozolin Total		10.00	20.00	9.38	42.21
	Fungicide X	Fungicide X				105.72
	Fungicide X Total					105.72
	Chloroneb	Fungicide IX				210.00
	Chloroneb Total					210.00
	Chlorophenoxy	Fungicide VII				117.00
	Chlorophenoxy Total					117.00
Pounds Total			64.22	23.00	171.88	568.06

Importance of Pre-Emergent Products

Pre-emergent products are a type of selective, low toxicity herbicide that impedes the germination of weed seeds by utilizing enzyme inhibitors with no effect to established plantings. These products are extremely effective given that they are applied concurrently with mulching and that the timing of their application is correct. Typically these products are applied in the spring and fall when air temperatures reach 60 degrees for four consecutive days which coincides with seed germination. A second spring application 6-8 weeks later will optimize the success rate through the summer months.

Pre-emergent products are especially useful in high vehicular traffic areas and other right of way locations where motorist and staff safety is a concern. The Park Street ramp beds and liriopie medians on 250 Long Street, for example, represent locations where pre-emergent applications are beneficial.

IPM in Golf

The Meadowcreek Golf Course is an 18-hole public golf facility operated as an enterprise division of Charlottesville Parks and Recreation. It is a revenue-generating course that requires healthy turf in order to provide for competitive play. The fairways, tee boxes and greens have a lower tolerance for weed and fungal infestations. Routine scouting and early intervention in disease suppression aid in turf health. Many cultural controls are utilized such as fertilizer applications and efficient irrigation planning to maintain healthy turf. Much of the chemical applications on the golf course are contracted and outsourced.

IPM in Trails and Natural Areas

The Parks Department is responsible for the management of nearly 600 acres of natural lands. These lands include over 30 miles of nature trails linking neighborhoods to a variety of recreational opportunities. Over six miles of trails are paved for hiking, biking and other outdoor activities.

The control of invasive and exotic species such as Autumn Olive, Ailanthus, Porcelain Berry and Bittersweet, is the most common maintenance issue associated with IPM in natural areas. These invasive species are mechanically cut back and the cut stumps or stems are individually treated with herbicide. This method limits the application of chemical control and confines it to only the surface area of the cut invasive plant as opposed to swath-spraying an area.

Ragged Mountain Natural Area is one example where these invasive species are prevalent, especially along the western border of the property. A management plan for this area is under development to address the issue of invasive species.

Volunteer efforts with Charlottesville Area Tree Stewards and at Ragged Mountain continue to aid in the control of invasive species in these natural areas.

IPM in Urban Forestry

One of the City's most extensive and valuable infrastructures is its trees. With over 7,000 trees throughout the City and overall City canopy coverage of over 45%, the Urban Forester closely monitors trees for pests and diseases.

Cultural controls such as mulching, pruning and proper irrigation are effective tools in the prevention of pest attacks. Currently all first and second year trees are watered and monitored as often as once a week during the summer months.

Treatment measures are taken to protect the health of high-value trees throughout the City. Specimen American elm trees are trunk-injected every three years with fungicide to control Dutch elm disease. These treatments are contracted to certified professional arborists.

The threat of Emerald Ash Borer is present in Albemarle's neighboring counties. This pest is fatal without immediate treatment. The Parks Department has allocated treatment in the form of trunk injections to preserve the most valued ash trees throughout the City. These treatments are outsourced to private contractors.

2017 Goals at a Glance

- Increase funding strategies to allow for the acquisition of a mulch blower to reduce pre-emergent applications
- Increase mulching applications
- Reduce pre-emergent applications on City School grounds
- Increase funding to provide organic herbicides for City Schools and Parks
- Eliminate use of glyphosate at City Elementary Schools
- Procure new signage indicating organic pesticide applications
- Increase biological controls through the use of organic bio-stimulants in the form of humic acid
- Enhance mechanical weed maintenance frequencies on athletic fields

Looking ahead in 2017

The year ahead presents an opportunity to realize the continued goals of the IPM program.

The reduction in glyphosate usage in 2016 is directly linked to the use of pre-emergent products. It is, however, the intention of the Parks staff to reduce the use of these pre-emergent applications, particularly in areas where mulch applications can be increased. This reduction can be applied in low traffic areas where mulch applications will increase.

New landscaped areas such as Schenk's Greenway will be completed and placed on the maintenance schedule. Typically new areas require more maintenance than established areas. While further reductions in chemical controls are always a goal of the IPM program, the level of service in new landscapes requires increased maintenance inputs.

Increasing the level of funding to provide a mulch blower will help to realize the goal of reducing pre-emergent applications. Steep bank areas such as Park Street and Clark School beds would benefit from increased mulch applications.

An increase in funding to provide organic herbicides for use on school grounds and in parks frequented by children, such as Forest Hills and Greenleaf Park, is necessary to achieve the goals of the IPM program. While these organic herbicides are more costly and require more frequent applications, it is the responsibility of the Parks Department to provide a higher level of safety to children and citizens.

New signage indicating organic pesticide applications will be used in the upcoming year. This signage is intended to better inform and educate the public of the activities occurring in their parks or schools. Although all areas that are treated with pesticides are currently flagged, this new signage will distinguish a synthetic application from an organic application.

Increasing biological controls is also a goal of the IPM program in 2017. The Parks department has utilized several bio-pesticides in the past such as essential oils and Neem oil. Bio-pesticides contain naturally occurring substances obtained from plants, microbes, fungi and nematodes. They do not affect photosynthesis or plant physiology, are biodegradable, and come from renewable resources. These environmentally sustainable products are also more beneficial to pollinators. Many organic farming systems utilize this approach to pest control.

The IPM program calls for a continued review of historically problematic areas. The gravel areas at Washington Park, for example, require constant attention during the growing season to maintain a weed free appearance. Transitioning this area back to grass will reduce chemical applications.

Enhanced maintenance frequencies on athletic fields will also contribute to herbicide reductions.

Concluding Statement

The goals of an IPM program cannot be focused solely on numbers and reductions. There must be exploration and innovation in the program that challenge the current operational methods. The program objectives have to become proactive toward environmentally sustainable practices that take into account the entire landscape system.

It is the intention of the Parks Department to become an innovator and model of sustainable landscape practices.

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Rivanna Solid Waste Authority
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MEMORANDUM

TO: THE HONORABLE CHARLOTTESVILLE CITY COUNCIL

**FROM: BILL MAWYER, EXECUTIVE DIRECTOR
RIVANNA WATER & SEWER AUTHORITY
RIVANNA SOLID WASTE AUTHORITY**

SUBJECT: QUARTERLY UPDATE

DATE: APRIL 3, 2017

This is a written quarterly update to be included with your April meeting material and information packets as needed. Please let your staff know that if you have any follow-up questions, I will be happy to provide additional information. A general overview of the current and upcoming Capital Improvement Projects (CIP) follows:

1. **Odor Reductions at Moores Creek Wastewater Plant**
Scope: Provide two clarifier covers, one air scrubber, wastewater containment pipe, and chemical neutralizers.
Status: Chemical neutralizers have reduced odor levels. Construction of permanent facilities continues.
Final Completion: January 2018
Cost: \$9.8 million
2. **Rivanna Wastewater Pump Station**
Scope: Replace existing pump station and increase wastewater pumping capacity from 25 to 53 million gallons per day.
Completion: June 2017
Cost: \$33 million
3. **Granular Activated Carbon Facilities**
Scope: Add GAC contactors at all five water treatment plants to remove disinfection byproducts from drinking water.
Completion: December 2017
Cost: \$30 million
4. **Water Treatment Plant Improvements**
Scope: Replace equipment which has reached end-of-service life at the South Rivanna, Observatory, and Crozet Water Treatment Plants.
Construction: 2019-2021
Cost: \$20 million

5. South Fork Rivanna to Ragged Mountain Reservoir Pipeline Right-of-Way

Scope: Determine alignment and acquire rights-of-way for pipeline to transfer raw water from South Rivanna Reservoir to Ragged Mountain Reservoir as set forth by the community water supply plan.

Completion: 2017-2022

Cost: \$2.3 million

6. Sugar Hollow Dam Crest Gate Replacement

Scope: Replace inflatable rubber gate which is attached to the top of the concrete dam and controls water levels in the reservoir during extreme storm events.

Completion: 2017-2018

Cost: \$150,000

8. Replace Ivy Transfer Station

Scope: Provide 11,600 sq. ft waste transfer station and demolish existing transfer station.

Construction: 2017-2018

Cost: \$2.5 million

cc: RSWA Board of Directors
RWSA Board of Directors

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