



CITY COUNCIL AGENDA
Monday, March 5, 2018

4:30 p.m. **Closed session as provided by Section 2.2-3712 of the Virginia Code**
Economic Development Conference Room (Legal consultation; land acquisition; Boards & Commissions)

6:30 p.m. **Regular Meeting - CALL TO ORDER**
Council Chambers

PLEDGE OF ALLEGIANCE
ROLL CALL

PROCLAMATIONS

CITY MANAGER RESPONSE TO COMMUNITY MATTERS

COMMUNITY MATTERS Public comment is provided for up to 16 speakers at the beginning of the meeting (limit 3 minutes per speaker.) Pre-registration is available for up to 8 spaces, and pre-registered speakers are announced by noon the day of the meeting. The number of speakers is unlimited 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 February 20, 2018
- b. APPROPRIATION: Additional Funding for VIEW Program – \$16,900 (2nd of 2 readings)
- c. APPROPRIATION: Disproportionate Minority Contact in the Charlottesville/Albemarle Criminal Justice System Research Project – \$100,000 (1st of 2 readings)
- d. RESOLUTION: CRHA Funding Drawdown Request (1st of 1 reading)
- e. RESOLUTION: Sublease Renewal – Sentara Starr Hill Health Center at Carver Recreation Center (1st of 1 reading)
- f. RESOLUTION: City Council Initiation of a Zoning Map Amendment (1st of 1 reading)
- g. RESOLUTION: Comprehensive Plan Extension (1st of 1 reading)
- h. ORDINANCE: Amend Ordinance to Change Start Time of Regular Council Meetings (2nd of 2 readings)
- i. ORDINANCE: Conveyance of Portion of Ridge Street Right-of-Way for William Taylor Plaza Project (2nd of 2 readings)

2. REPORT School Board's Adopted FY 2019 Budget – **20 mins**

3. REPORT City Manager's Proposed FY 2019 Budget – **20 mins**

4. REPORT*: Albemarle Charlottesville Historical Society Lease Terms – **30 mins**

5. ORDINANCE*: Closing and Vacating Brandon Avenue and a Portion of Monroe Lane/15th Street (2nd of 2 readings) – **15 mins**

6. RESOLUTION*: Downtown Business Association of Charlottesville (DBAC) Funding Request – \$75,000 (1st of 1 reading) – **20 mins**

OTHER BUSINESS

MATTERS BY THE PUBLIC

*ACTION NEEDED

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	February 20, 2018
Action Required:	Approve Appropriation
Presenter:	Diane Kuknyo, Director, Department of Social Services
Staff Contacts:	Kelly Logan, VIEW Supervisor, Department of Social Services Laura Morris, Chief of Administration, Department of Social Services
Title:	Additional Funding for VIEW Program -- \$16,900

Background:

The Charlottesville Department of Social Services has received \$16,900 in additional funding from the Virginia Department of Social Services for the Virginia Initiative for Employment not Welfare (VIEW) program.

Discussion:

This funding will serve residents of the City of Charlottesville who receive Temporary Assistance for Needy Families (TANF) and are enrolled in Virginia Initiative for Employment not Welfare (VIEW) through the Department of Social Services. The VIEW program serves parents in households with children up to the age of 18. All participants in the VIEW program are considered low-income with annual incomes below 100% of the federal poverty level for single parent households and below 150% of the federal poverty level for two parent households.

The VIEW program provides a variety of supportive services such as job skills training, child care assistance, and transportation to assist participants with becoming self-sufficient through employment.

Alignment with Council Vision Areas and Strategic Plan:

Approval of this agenda item aligns with the City's mission to provide services that promote equity and an excellent quality of life in our community. It is consistent with **Strategic Plan Goal 1: An inclusive community of self-sufficient residents, Objective 1.2, Prepare residents for the workforce and 1.4, Enhance financial health of residents.**

Community Engagement:

Department staff work directly with citizens to provide social services, protect vulnerable children and adults, and promote self-sufficiency.

Budgetary Impact:

Funds have been received and will be appropriated into the Social Services Fund. There are no general funds required or being requested.

Recommendation:

Staff recommends approval and appropriation of these funds.

Alternatives:

Funds that are not appropriated will need to be returned to the Virginia Department of Social Services.

Attachments:

Appropriation

APPROPRIATION
Additional Funding for Department of Social Services VIEW Program
\$16,900

WHEREAS, the Charlottesville Department of Social Services has received an additional \$16,900 in the Fiscal Year 2018 budget from the Virginia Department of Social Services to be used for clients enrolled in the Virginia Initiative for Employment not Welfare (VIEW) program,

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$16,900 is hereby appropriated in the following manner:

Revenue – \$16,900

Fund: 212	Cost Center: 9900000000	G/L Account: 451022	\$16,900
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Expenditures - \$16,900

Fund: 212	Cost Center: 3333002000	G/L Account: 540060	\$16,900
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**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	March 5, 2018
Action Required:	Appropriation
Presenter:	Rory Carpenter, Human Services Department
Staff Contacts:	Rory Carpenter, Human Services Department Kaki Dimock, Director of Human Services
Title:	Disproportionate Minority Contact in the Charlottesville/Albemarle Criminal Justice System Research Project - \$100,000

Background:

The Charlottesville Department of Human Services has received a continuation grant from the Virginia Department of Criminal Justice Services to complete research begun in 2017 to understand disproportionality and disparity in the Charlottesville/Albemarle criminal justice system. In order to do this, the Department of Human Services will engage in a competitive bid process to secure a consultant to collect and analyze criminal justice data and present the findings to the Charlottesville/Albemarle community. The data will inform the development and implementation of a strategic plan to address disproportionality in Charlottesville City and Albemarle County. The grant period is from January 1, 2018 through September 30, 2018. The grant award from the Virginia Department of Criminal Justice Services is \$90,000, with a match of \$10,000 from the Charlottesville Department of Human Services, for a total award of \$100,000. The proposed study will be administered by the Department of Human Services, in partnership with the County of Albemarle and Offender Aid and Restoration/Jefferson Area Community Corrections (O.A.R.) with direction and input and provided by the Disproportionate Minority Contact (DMC) Planning and Steering Committees.

Discussion:

In 2014, a study conducted by the Charlottesville Task Force on Disproportionate Minority Contact in the juvenile justice system found that Black youth in Charlottesville were entering the juvenile justice system at a significantly higher rate than White youth, leading to implementation of a number of solutions. This study raised questions regarding the causes of disproportionality in the adult criminal justice system, and how the Charlottesville/Albemarle community might develop a comprehensive plan to reduce it.

Alignment with Council Vision Areas and Strategic Plan:

The DMC research grant aligns with the City of Charlottesville's Strategic Plan – Goal 1: An

inclusive Community of Self-sufficient Residents. Objective 1.5: Intentionally address issues of race and equity.

Community Engagement:

The first phase of this grant is to complete a data collection process to determine the extent of racial disproportionality and racial disparity in the local adult criminal justice system. When this research phase is completed the consultants, project staff and DMC Committees will solicit public input to assist with the development of recommendations designed to reduce disproportionality.

Budgetary Impact:

There is no impact on the General Fund. The grant funds will be expensed and reimbursed to a Grants Fund. The terms of the award require a local match of \$10,000 which will be provided by the Human Services Fund.

Recommendation:

Staff recommends approval and appropriation of grant funds.

Alternatives:

If the grant funds are not appropriated, the Human Services Department would not be able to conduct this study.

Attachments:

Appropriation

APPROPRIATION

Disproportionate Minority Contact in the Charlottesville/Albemarle Criminal Justice System Research Project - \$100,000

WHEREAS, the City of Charlottesville has been awarded \$90,000 in Federal Funds from the Virginia Department of Criminal Justice Services, and \$10,000 in Matching Funds from the Charlottesville Department of Human Services for a total award of \$100,000 for the Disproportionate Minority Contact in the Charlottesville/Albemarle Criminal Justice System Research Project; and

WHEREAS, the grant award covers the period from January 1, 2018 through September 30, 2018.

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:

Revenue

\$ 90,000	Fund: 209	Cost Center: 1900297	G/L Account: 430120
\$ 10,000	Fund: 209	Cost Center: 1900297	G/L Account: 498010

Expenditures

\$ 100,000	Fund: 209	Cost Center: 1900297	G/L Account: 530670
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Transfer

\$ 10,000	Fund: 213	Cost Center: 3411001000	G/L Account: 561209
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BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$90,000 from the Virginia Department of Criminal Justice Services.

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



Agenda Date:	March 5, 2018
Action Required:	Approve Resolution
Staff Contact:	Maurice Jones, City Manager
Presenter:	Grant Duffield, Director, CRHA
Title:	CRHA Redevelopment Drawdown Request for Funds - \$191,032

Background:

At the February 20, 2018 City Council meeting, the Charlottesville Redevelopment and Housing Authority (CRHA) requested that Council authorize an immediate drawdown of \$81,032.00 from the City's 2017-18 CRHA Redevelopment account in the City's Capital Improvement Program to make structural repairs at 10 public housing apartments, and a future drawdown of up to \$110,000.00 from the same account to fund non-labor related costs related to non-structural repairs at 23 public housing apartments.

Discussion:

The citizens of the City of Charlottesville have long held that decent, safe and sanitary housing for our low income community is both a human right and a public responsibility. From the formation of the Charlottesville Redevelopment and Housing Authority by referendum vote of the citizens of Charlottesville in 1954 until today, the Charlottesville community has consistently and emphatically reiterated that quality housing for low income families is a community priority of the highest nature. In recognition of this priority, and in furtherance of the City's ongoing support for low income housing, in 2017 City Council approved a multi-year funding commitment of \$2,250,000 to CRHA's low income housing redevelopment and support efforts.

Structural Repairs

CRHA currently has 10 units that are out of service due to both structural and non-structural repair needs. CRHA has properly procured and released for service a qualified general contractor who, as of the date of this memo, has completed all structural repairs services for the 10 units requiring such repairs. No future structural repair is anticipated or scoped. The cost of this work is \$81,032.00 (Exhibit B). CRHA requests that Council authorize an immediate drawdown of \$81,032.00 from the City's 2017-18 CRHA Redevelopment set-aside to fund structural repairs at 10 public housing apartments.

Non-Structural Repairs

CRHA currently has 13 units of public housing that are out of service due to significant non-structural repair needs. The non-structural repair efforts will be undertaken through a new pilot resident job training program as proposed by PHAR and lead by Habitat for Humanity. CRHA requests authorization to draw down up to \$110,000 from the City’s 2017-18 CRHA Redevelopment set-aside to support estimated project costs as follows:

1. Materials @ \$60,000 (sheetrock; cabinetry; fixtures, building materials, etc.) (approx. \$2,600 per unit)
2. Ancillary Services @ \$30,000 (waste disposal; project oversight; contingency professional services)
3. Administrative Oversight Expenses @ \$20,000 (HR related costs; CRHA staff field work coordination)

(Please note that this request does not include funding for labor costs related to this project which will be a separate request coming before Council on March 19th).

Bringing these units back online through hiring and training residents to do so is truly a tremendous first step in our community’s redevelopment process. This approach recognizes that redevelopment means more than simply addressing the “bricks and mortar” needs of our communities. This approach recognizes that redevelopment must include an investment in individuals that builds skills while meeting the critical, immediate housing needs of our community.

Community Engagement:

N/A

Alignment with City Council’s Vision and Strategic Plan:

Goal 1 speaks to a resilient community of self-sufficient residents and affordable housing for all.

Recommendation:

Approved attached resolution.

Budgetary Impact:

Staff is recommending this come from the Public Housing Redevelopment Account in the adopted FY 18 Capital Improvement Program.

Alternatives:

N/A

Attachments:

N/A

RESOLUTION
CRHA Redevelopment Drawdown Request for Funds
\$191,032

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlottesville, Virginia that the sum of \$191,032 is hereby paid from currently appropriated funds in the Public Housing Redevelopment Project account in the Capital Improvement Fund to the Charlottesville Redevelopment and Housing Authority.

\$191,032

Fund: 426

I/O: P-00937

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



Agenda Date:	March 5, 2018
Action Required:	Sublease Renewal – Sentara Starr Hill Health Center at Carver Recreation Center
Presenter:	Brian Daly, Director, Parks and Recreation
Staff Contacts:	Brian Daly, Director, Parks and Recreation Craig Brown, City Attorney Will Bassett, Business Manager, Parks and Recreation Vic Garber, Recreation Manager, Parks and Recreation
Title:	Sublease Renewal – Sentara Starr Hill Health Center at Carver Recreation Center

Background:

In September 2011, City Council approved a resolution authorizing a sublease of City Leased Space at the Jefferson School City Center to Martha Jefferson Hospital. The lease was created to establish a community health clinic within the Jefferson School City Center (JSCC). The facility, known currently as Sentara Starr Hill Health Center began operation in January 2013 with the reopening of the JSCC to the community.

Discussion:

The clinic has been very successful since its opening and the Sentara Starr Hill Health Center is desirous of continuing to operate the clinic within the JSCC. As the space occupied by the clinic is primarily leased by the City of Charlottesville for the Carver Recreation Center facility, renewal of the original sublease is required to continue operation in 2018 and beyond. The term of the lease is three (3) years with an additional two (2) year renewal option. Annual rent due the City for the sublease is forty-five thousand nine hundred thirty two dollars and zero cents (\$45,932.00).

Alignment with City Council’s Vision and Priority Areas:

The project supports City Council’s vision as “America’s Healthiest City”, by creating an outstanding recreational amenity for many users. It contributes to Goal 2 of the Strategic Plan,

to be A Healthy and Safe City and objective 2.3, to improve community health and safety outcomes by connecting residents with effective resources.

Community Engagement:

There has not been any direct community engagement regarding the renewal of the sublease.

Budgetary Impact:

There is no fiscal impact associated with this action. Lease payment revenues are received from Sentara Martha Jefferson throughout the term of the lease; annual revenue to the City from the lease is \$45,932.00 and is budgeted as revenue in the Parks and Recreation Department General Fund Budget.

Recommendation:

Staff recommends approval of the attached Resolution.

Alternatives:

Council could determine to not renew the sublease and direct staff to repurpose the spaces in Carver Recreation Center to meet other needs.

Attachments:

Proposed Resolution for Council Approval
Proposed Sublease Renewal Agreement

RESOLUTION

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

Sublease Agreement between Martha Jefferson Hospital d/b/a Sentara Martha Jefferson Hospital and the City of Charlottesville for lease of 1,771 square feet of space in the Jefferson School building at 233 4th Street, N.W. for a health clinic.

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (this "Sublease") is made as of this ____ day of _____, 2018, by and between the **CITY OF CHARLOTTESVILLE** ("Landlord" or "City"), whose address is P. O. Box 911, Charlottesville, Virginia 22902, and **MARTHA JEFFERSON HOSPITAL**, d/b/a Sentara Martha Jefferson Hospital, a Virginia non-stock corporation, whose address is 500 Martha Jefferson Drive, Charlottesville, Virginia 22911, Attention: _____ ("Subtenant").

1. DEMISED PREMISES; TERM.
 - A. This Sublease is made pursuant to the Lease Agreement dated March 1, 2011 by and between Jefferson School Community Partnership, L.L.L.P. and the City of Charlottesville, Virginia, a copy of which is attached hereto as EXHIBIT "A" (the "Lease Agreement") which is incorporated herein by reference. Subtenant agrees to perform and comply with the obligations of Landlord as tenant under the Lease Agreement, as the same apply to the Premises (as hereafter defined) and shall be bound by the covenants, terms and conditions in EXHIBIT "A" applicable to the Premises.
 - B. In consideration of the promises and covenants herein, Landlord hereby subleases to Subtenant a portion of that property located in the City of Charlottesville, Virginia known as 233 4th Street, N.W. (the "Building") comprising approximately 1,771 square feet and shown in the plans attached hereto as EXHIBIT "B" (the "Premises").
 - C. Subtenant shall have nonexclusive access to the parking structure for staff and visitor use, together with nonexclusive use of all common areas of the Building, including but not limited to corridors, stairwells, entrance ways, restrooms and surrounding grounds, which shall be maintained by Landlord in a good, clean, secure and safe condition, as more particularly set forth in the Lease Agreement attached as EXHIBIT "A".
 - D. The term of this Sublease (the "Term") shall be three (3) years, commencing on January 1, 2018 ("Commencement Date") and ending, if not sooner terminated, at midnight on December 31, 2021 (the "Expiration").
 - E. Subtenant shall have the option to extend the Term of this Sublease for one (1) renewal term of two (2) years (a "Renewal Term"), by written notice to Landlord at least 60 days prior to the end of the Term or any Renewal Term, as applicable. All the terms and conditions of this Sublease shall remain in effect during any Renewal Term.
2. **BASE RENT.** Commencing as of the Commencement Date, Subtenant agrees to pay to Landlord rent in the annual amount of Forty-Five Thousand Nine Hundred Thirty-Two and 00/100 Dollars (\$45,932.00) (the "Base Rent"). Subtenant shall pay Landlord the Base Rent, in advance, in twelve (12) equal monthly installments on the fifteenth day of each calendar month for the duration of the Term.
3. **RENT ADJUSTMENT.** Notwithstanding Section 3 of the Lease Agreement, the Base Rent shall be adjusted annually on the anniversary of the Commencement Date,

beginning January 1, 2019, by the lesser of (a) two and one-half percent (2.5%) of the then current Base Rent and (b) the change in the Consumer Price Index for Urban Earners and Clerical Workers, United States and Selected Areas, All Items (CPI-W) for the preceding twelve (12)-month period, as published by the Bureau of Labor Statistics, United States Department of Labor, using the most current data available as of each anniversary of the Commencement Date. Notwithstanding the foregoing, in no case shall the annual adjustment be less than zero percent. Landlord shall notify Subtenant of the rent increase percentage and the net adjusted amount of the annual base rent no less than 30 days prior to the effective date of the rent increase. Failure to notify will not result in abatement of the increase, and the increased rate shall be due and payable notwithstanding failure to notify per the above terms.

4. SUBLET; USE OF PREMISES FOR SPECIFIC PURPOSE.

A. The Premises shall be used by Subtenant primarily as a health clinic providing routine medical advice, vaccinations and laboratory testing, medications for patients (not a commercial pharmacy) and preventive care, together with all uses incidental thereto, but not including any on-site surgical, radiological, hospital or emergency care services.

B. Subtenant may not sublet any portion of the Premises without Landlord's consent. Notwithstanding anything to the contrary contained herein, Landlord's consent shall not be required with respect to any assignment of this Lease or subletting of the Premises to: (1) any parent, subsidiary or affiliate of Subtenant; (2) a successor by merger, acquisition, reorganization or consolidation of or with Subtenant, its parent or subsidiary; or (3) any person or entity acquiring all, or substantially all, of (a) the assets of Subtenant or (b) the assets of Subtenant relating to a specific operating group. In the event of any such assignment or subletting, Subtenant shall provide written notice of the same to Landlord.

5. SUBTENANT ALTERATIONS. Any permanent alterations, additions and improvements to the Premises must be approved in writing by Landlord prior to the commencement of construction. All such alterations, additions, and improvements to the Premises, excluding any trade fixtures (which may be removed by Subtenant, provided any damage to the Premises occasioned by removal is repaired), shall inure to the benefit of and shall be the property of Landlord.

6. LANDLORD INSPECTIONS; RIGHT OF ENTRY. Landlord shall have the right to enter the Premises at reasonable times to make inspections of the condition of the Premises, repairs, alterations or improvements, and to show the Premises to prospective purchasers, tenants, workers and/or contractors. Except in emergencies or when circumstances otherwise render advance notice impractical Landlord will give Subtenant reasonable notice (no less than 24 hours) of Landlord's intent to exercise this right of entry. Landlord's agents shall check-in with Subtenant's on-site personnel upon entering the interior of the Premises. Subtenant reserves the right to escort Landlord's personnel or contractors, at Subtenant sole cost, while on the Premises. During the performance of this Sublease, Landlord may have access to patient healthcare, billing, or other confidential patient information ("Patient Information"). Patient Information, as the term is used herein, includes all "Protected Health Information," as that term is defined in 45 CFR 164.501. With respect to Patient Information observed or obtained from Subtenant or on the Premises, Landlord shall comply with all laws, rules and regulations relating to the confidentiality of such

Patient Information, including the applicable provisions of state law and the privacy regulations promulgated pursuant to Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), to the extent such laws, rules and regulations are applicable to Landlord. Landlord understands and acknowledges that it is fully responsible for ensuring compliance with these obligations by its employees, agents, representatives and subcontractors.

7. LANDLORD'S COVENANTS.

A. Landlord covenants and agrees to:

1. Comply with the requirements of applicable building and housing codes materially affecting health and safety;
2. Pay all electric, water, sewer and HVAC utility bills assessed to the Premises;
3. Pay any applicable property taxes and insurance costs pursuant to Section 2(b) of the Lease Agreement, attributable to the Premises;
4. Provide for routine maintenance and repairs of HVAC systems, plumbing, structural systems, including the roof, exterior walls, windows and doors of the Building, and electrical distribution system within the Premises;
5. Provide for exterior keying sequence;
6. Use commercially reasonable efforts to exercise its rights to enforce the landlord's obligations to provide services and/or to perform its other obligations under the Lease Agreement;
7. Exercise whatever rights it has against the landlord under the Lease Agreement in connection with a default by such landlord; and
8. Perform all of its obligations under the Lease Agreement as and when required thereunder.

B. Landlord further covenants that Subtenant, on paying the rent and performing the covenants and conditions contained in this Sublease, may peaceably and quietly have, hold and enjoy the leased Premises, subject to the other terms of this Sublease.

C. To the extent permitted by the laws of the Commonwealth of Virginia and without waiver of any rights by the City to claims of sovereign immunity, Landlord agrees to release, indemnify, protect and hold Subtenant, its officers, agents and employees harmless from any loss, liability or obligation of any nature whatsoever, which may occur by reason of Landlord's negligent or willful acts, or omissions, in the performance of this Sublease, its use or occupancy of the Building. This indemnification shall continue in full force and effect notwithstanding the termination of this Sublease.

8. SUBTENANT'S COVENANTS.

Subtenant covenants and agrees to:

- A. Pay any and all costs associated with Subtenant's IT, cable and network connections and telephone service.
- B. Purchase lost keys from Landlord and reimburse Landlord for the cost of re-keying the exterior doors if the same arises out of Subtenant losing its keys.
- C. Keep and maintain the Premises in good, clean, secure and safe condition, including:
 - 1. Subtenant shall comply with obligations imposed upon subtenants by applicable building and housing codes materially affecting health and safety;
 - 2. Subtenant shall use all appliances, and all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other systems, in a reasonable and safe manner;
 - 3. Subtenant agrees to pay all costs resulting from the intentional or negligent destruction, damage or removal of any part of the Premises by Subtenant or its invitees;
 - 4. Subtenant agrees to provide for all janitorial tasks of the Premises;
 - 5. Subtenant agrees to maintain laboratory equipment and special fixtures related to Subtenant's health care activities;
 - 6. Subtenant agrees to be responsible for interior painting and routine maintenance within the Premises, such as maintaining light fixtures;
 - 7. Subtenant agrees to dispose of medical waste pursuant to applicable regulations and laws; and
 - 8. Subtenant agrees to secure all medications, vaccinations and prescription pads in locked and secure areas.
- D. Subtenant shall immediately notify Landlord of any condition on the Premises that constitutes a fire hazard or other serious threat to the life, health or safety of the occupants of the Premises. Additionally, Subtenant shall provide prompt written notice to Landlord of any defects or malfunctions in the Premises or in any of the equipment, appliances or parts thereof, as soon as reasonably practical after Subtenant becomes aware of them.
- E. Subtenant covenants and agrees that upon the expiration or termination of this Sublease: (i) Subtenant will deliver the Premises in the same condition in which they were received, ordinary wear and tear and damage by casualty pursuant to Section 9 below excepted; and (ii) the Premises shall be thoroughly cleaned. In the event any of the above conditions have not been met by Subtenant prior to its vacation of the Premises, Subtenant agrees to pay all costs and expenses incurred by Landlord to do so.
- F. Subtenant agrees to release, indemnify, protect and hold Landlord, its officers, agents and employees harmless from any loss, liability or obligation of any nature whatsoever, which may occur by reason of Subtenant's use of the Premises, unless caused by the negligent or willful acts, or omission, of Landlord or its agents. This indemnification shall continue in full force and effect notwithstanding the termination of this Sublease. Subtenant shall maintain in force comprehensive

general liability insurance coverage in a minimum amount of \$4,000,000 in respect to injury or death and \$1,000,000 in respect to any instance of property damage, with an insurer authorized to do business in Virginia. Such policy shall name the City as an additional insured and shall provide that such coverage shall not be cancelled without 30 days' written notice to the City. Subtenant shall submit evidence of such insurance coverage to the Charlottesville City Attorney for approval prior to the Commencement Date.

- G. Subtenant shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the Premises or permit any other person to do so. Subtenant shall be liable for all costs and expenses necessary to repair or replace the Premises, or any portion thereof, as a result of such deliberate or negligent acts.
- H. Subtenant shall not commit or permit any waste or nuisance on or about the Premises, nor do anything that might create a hazard of fire on or within the Premises.

9. DAMAGE TO PREMISES.

- A. In the event the Premises are destroyed or substantially damaged by fire or other casualty, and thereby rendered unfit for occupancy, this Sublease shall, at the option of either party upon notice to the other within 60 days after such fire or other casualty, terminate as of the date of such damage. Under those circumstances, accrued rent shall be paid up to the time of such damage. If neither party desires to terminate the Sublease, the Landlord shall enter and repair the Premises with reasonable speed and rent shall be waived during any period in which the Premises remain unfit for occupancy. Once the Premises have been restored to a condition which is suitable for occupancy and Subtenant has reopened for business on the Premises, Subtenant's rental obligation shall recommence, but may be reduced by a reasonable amount for any period during which repairs continue, until such repairs have been completed.
 - B. In the event of a taking of all or a part of the Premises or the Building under the power of eminent domain, if Landlord is entitled to an abatement of rent under the Lease Agreement as a result of such occurrence, Subtenant shall be entitled to an abatement of rent to the same extent as Landlord is so entitled under the Lease Agreement.
 - C. Landlord shall maintain fire and extended coverage insurance on the Premises in an amount deemed adequate by the Director of Finance for the City of Charlottesville.
 - D. Subtenant shall, at its own cost and expense, obtain adequate coverage for insuring Subtenant's property on the Premises against fire, theft or other peril, and the City expressly disclaims any liability for damages or loss of any nature whatsoever which may occur to the property of Subtenant, its employees, or invitees while such property is located on the Premises.
11. HOURS OF OPERATION. Subtenant shall establish regular hours during which the Premises will be open to the public. At a maximum, the Premises shall be open from 7 a.m. to 10 p.m., Monday through Saturday, and shall be closed on holidays.

12. DEFAULT; TERMINATION.

A. The following shall constitute events of Default by Subtenant: (i) any material breach of this Sublease by Subtenant, including, without limitation, any breach that substantially endangers the health or safety of any person; (ii) Subtenant's abandonment of the Premises and the failure by Subtenant to pay the Base Rent; (iii) Subtenant's failure to make any payment of past-due rent under this Sublease for a period of 15 days after written notice thereof from Landlord; (iv) use of the Premises by Subtenant, its employees or agents to intentionally violate federal, state or local law; (v) Subtenant's denial of any right reserved in this Sublease to Landlord; (vi) filing by Subtenant or against Subtenant in any court pursuant to any statute of a petition of bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Subtenant's property or an assignment by the tenant for the benefit of creditors, provided that such proceedings are not dismissed within 90 days after the commencement of same; (vii) failure by Subtenant to maintain its status as a non-profit, non-stock organization; and (viii) the institution of legal proceedings by or against Subtenant to levy upon or dispose of Subtenant's leasehold interest in the Premises, provided that such proceedings are not dismissed within 90 days after the commencement of same.

1. If Subtenant is in default for non-payment of rent, and such default continues for 30 days following written notice from Landlord demanding possession of the Premises or the payment of rent, then Subtenant shall thereby forfeit its right to possession of the Premises. In such case, Subtenant's possession may, at Landlord's option, be deemed unlawful and Landlord may proceed to recover possession through all lawful means and proceedings.
2. In the event of a default for reasons other than failure to pay rent, Landlord shall serve Subtenant with a written notice stating the acts or omissions constituting the default and stating that this Sublease will terminate, as set forth within the notice, upon a date not less than 30 days after Subtenant receives the notice, unless the default is remedied within 21 days; provided, however, that in the event such default cannot be remedied within such 21-day period, this Sublease shall not terminate so long as Subtenant commences to cure such default within such 21-day period and diligently pursues such cure to completion. If the breach is remediable by repairs or the payment of damages, and Subtenant adequately remedies the breach within 21 days or such longer period of time as is permitted hereunder or as Landlord may specify in writing, the Sublease shall not terminate.
3. In the event Landlord pursues any remedies referenced above, Subtenant shall be liable as follows: (a) for all installments of rent and other charges that are past due; (b) for all installments of Base Rent and other charges that are due and owing for the remainder of the Term, in an amount not to exceed 12 months of the then current Base Rent, as fixed, agreed and liquidated damages; (c) for any court costs incurred by Landlord for possession of the Premises and for collection of unpaid rent or other charges under this Sublease; and (d) for reasonable attorney's fees incurred by Landlord to obtain possession of the Premises or to collect rent, damages or other charges under this Sublease.

- B. The following shall constitute events of Default by Landlord: (i) any material breach of this Sublease by Landlord, including, without limitation, any breach that substantially endangers the health or safety of any person; (ii) Landlord's failure to enforce the material obligations of Jefferson School Community Partnership, L.L.P., as landlord under the Lease Agreement with respect to the Premises or common areas of the Building; and (iii) Landlord's failure to comply with any federal, state or local law pertaining to this Sublease.
1. In the event of a Default by Landlord, Subtenant shall have the right to send a written notice to Landlord specifying the acts or omissions constituting the Default and stating that this Sublease will terminate on a specific date not less than 30 days after receipt of the notice if such breach is not remedied within 21 days. If the breach can be remedied by payment or repairs, and Landlord adequately remedies the breach prior to the date specified in the notice, this Sublease shall not terminate.
 2. Subtenant may not terminate this Sublease for a condition caused by the deliberate or negligent act of Subtenant or its invitees.
 3. Subtenant may recover damages and reasonable attorney's fees and may obtain any other action or remedy permitted by law for Landlord's failure to abide by the provisions of this Sublease. Subtenant's recourse to any particular remedy shall not deprive it of any other action or remedy.
 4. Any provision in this Sublease or the Lease Agreement to the contrary notwithstanding, if Landlord fails to perform its obligations under this Sublease and such failure (a) interferes substantially with the normal use of the Premises as allowed in this Sublease and (b) continues for more than five (5) consecutive business days, then the Base Rent shall be proportionately abated until such interference is eliminated or the Premises is otherwise rendered tenantable again.
 5. In the event Landlord shall fail to pay any sum provided to be paid by it as tenant under the Lease Agreement, or if Landlord shall be in default of any of the other provisions of the Lease Agreement, which default is not the result of any default by Subtenant under this Sublease or the Lease Agreement, and Landlord fails to remedy any such default within the time provided in the Lease Agreement, Subtenant, in addition to any other rights or remedies that Subtenant may have at law or in equity, may recover any actual damages sustained by Subtenant as a result of Landlord's default.
- C. Prior to Expiration, if Subtenant deserts the Premises and fails to pay the rent due hereunder, Landlord may deem the Sublease in default and the Premises to be abandoned. Landlord shall post in a conspicuous area on the Premises a notice declaring the Premises abandoned. Thereafter, Landlord may enter and secure Premises and, after compliance with any applicable provisions of state law, Landlord shall be entitled to possession.
- D. Upon termination or expiration of this Sublease, Landlord shall have the right to reenter and repossess the Premises and may dispossess Subtenant and remove Subtenant and all other persons and property from the Premises. Subtenant shall leave the Premises in good and clean condition, ordinary wear and tear and

damage by casualty pursuant to Section 9 above excepted.

12. NOTICES. All notices required by this Sublease, and all correspondence concerning this Sublease, shall be sent by first class certified United States mail (postage prepaid) and effective two (2) business days after mailing, or by reputable overnight courier and effective one (1) business day after deposit with such courier, to the following individuals:
 - A. To Landlord: to the attention of the City Manager for the City of Charlottesville, addressed as follows: P. O. Box 911, Charlottesville, Virginia 22902.
 - B. To Subtenant: to the address appearing on the first page of this Sublease, or such other address as Subtenant may designate in writing from time to time.

Any notice hereunder may be sent on behalf of a party by its legal counsel.

13. HEADINGS. The headings of the sections of this Sublease are inserted for convenience only and do not alter or amend the provisions that follow such headings.
14. GOVERNING LAW. This Sublease shall be construed, interpreted and applied in accordance with the laws of the Commonwealth of Virginia.
15. SEVERABILITY. Any provision of this Sublease which is prohibited by, or declared by a court of competent jurisdiction to be unlawful or unenforceable under Virginia law shall be ineffective only to the extent of such prohibition or declaration; the remaining provisions of this Sublease shall remain in full force and effect.
16. NO WAIVERS. Failure of Landlord to insist, in any one or more instances, upon a strict performance of the covenants of this Sublease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment of such right, but the same shall continue and remain in full force and effect. No waiver by Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Landlord.
17. AMENDMENTS. This Sublease may not be amended or modified except by written agreement signed by both parties.
18. BENEFITS. This Sublease is binding upon and shall inure to the benefit of all the respective parties hereto, their respective successors, legal representatives and assigns.
19. ENTIRE AGREEMENT. This Sublease shall constitute the full and complete agreement between the parties, and no other prior or contemporaneous writings or statements shall be of any consequence or have any legal effect.
20. COUNTERPARTS. This Sublease may be executed in multiple original counterparts, each of which shall be an original, but all of which shall constitute one and the same agreement.
21. REAL ESTATE BROKERS. Each party warrants and represents to the other that it has not directly or indirectly dealt with any broker or agent with respect to this Sublease.

22. MOLD.

- A. Monitoring. Landlord represents and warrants that, to the best of its knowledge, no mold or Mold Conditions (as hereafter defined) exist in the Building. As used herein, "Mold Conditions" means any conditions that reasonably could be expected to give rise to mold, including observed or suspected instances of water damage, mold growth, repeated complaints of respiratory ailment or eye irritation by Tenant's employees or any other occupants of the Premises, or any notice from a governmental agency of complaints regarding the indoor air quality at the Premises. Tenant shall notify Landlord if it suspects mold or Mold Conditions are present at the Premises.
- B. Inspection. Upon receipt of such notice, Landlord promptly shall inspect the Premises to determine if mold or Mold Conditions are present. At least five (5) days prior to the inspection, Landlord shall notify Tenant of the date on which the inspection shall occur and which portion of the Premises shall be subject to the inspection. Landlord shall cause the Inspector to prepare an inspection report and Landlord, upon receipt of such report, promptly shall deliver a copy thereof to Tenant.
- C. Remediation. In the event such inspection determines that mold or Mold Conditions are present at the Premises, Landlord promptly shall hire a trained and experienced mold remediation contractor to prepare a remediation plan and promptly remediate the mold or Mold Conditions at the Premises. When such report has been finalized, Landlord shall provide Tenant with a copy of the final remediation plan report (the "Plan"). During any period of remediation, the basic rent and additional rent payable hereunder by Tenant shall abate proportionately as to that portion of the Premises rendered untenable or unusable.
- D. Post-Remediation Inspection. Subtenant shall have a reasonable opportunity to inspect the remediated portion of the Premises after the conclusion of the mold remediation. If the remediation does not comply with the Plan or any other applicable federal, state or local laws, regulatory standards or guidelines, or there are airborne contaminants, mold or Mold Conditions in the Premises, Subtenant shall have the right to immediately terminate this Sublease.
- E. Subtenant's Responsibility. Notwithstanding anything to the contrary contained herein, Subtenant shall be liable for any maintenance or repair of the Premises arising out of the presence of mold to the extent that Subtenant's behavior was responsible for the presence of such mold. In such event, Subtenant shall be responsible for completing the remediation described in subsection C above, Landlord shall have the rights given to Subtenant in subsection D above and Subtenant shall take all further actions necessary to ensure the compliance described therein.

23. LEASE AGREEMENT.

- A. This Sublease is subject and subordinate to the Lease Agreement and to all leases and mortgages to which the Lease Agreement is subject or subordinate.
- B. Landlord represents and warrants that (1) EXHIBIT "A" attached hereto is a true and complete copy of the Lease Agreement; (2) Landlord is the tenant under the Lease Agreement; (3) the initial term of the Lease Agreement commenced on December 1, 2012 and will expire on November 30, 2027; (4) the Lease Agreement is in full force and effect; (5) to the best of Landlord's knowledge, Landlord is not in default under

the Lease Agreement; and (6) Landlord has not received any notice of default under the Lease Agreement, except for any defaults which Landlord has cured and landlord thereunder is no longer claiming exist.

- C. Subtenant shall be entitled to any and all non-disturbance rights of Landlord as tenant under the Lease Agreement, to the extent Landlord can transfer the same to Subtenant pursuant to the terms of the Lease Agreement. Landlord agrees not to amend or modify the Lease Agreement in any way that conflicts with this Sublease or in a manner adverse to Subtenant in any material respect.
 - D. Subject to the modifications set forth in this Sublease, the terms, covenants and conditions contained in the Lease Agreement relating to the rights of the landlord and the obligations of the tenant relating to the Premises are incorporated herein by reference, and shall, as between Landlord and Subtenant (as if they were the landlord and tenant, respectively, under the Lease Agreement) constitute additional terms of this Sublease, except to the extent that they are inconsistent with the terms of this Sublease, in which event the terms of this Sublease shall prevail.
24. **TERMINATION OF LEASE AGREEMENT.** If for any reason the term of the Lease Agreement is terminated prior to the expiration date of this Sublease, this Sublease shall thereupon be terminated, and Landlord shall not be liable to Subtenant by reason thereof unless said termination was effected as a result of the breach or default of Landlord (not caused by the parallel default of Subtenant hereunder).

[Signatures on following page]

WITNESS the following signatures under seal as of the date first above written.

LANDLORD:

CITY OF CHARLOTTESVILLE

By _____(SEAL)

Maurice Jones, City Manager

SUBTENANT:

MARTHA JEFFERSON HOSPITAL,

d/b/a Sentara Martha Jefferson Hospital

By _____(SEAL)

Name: _____

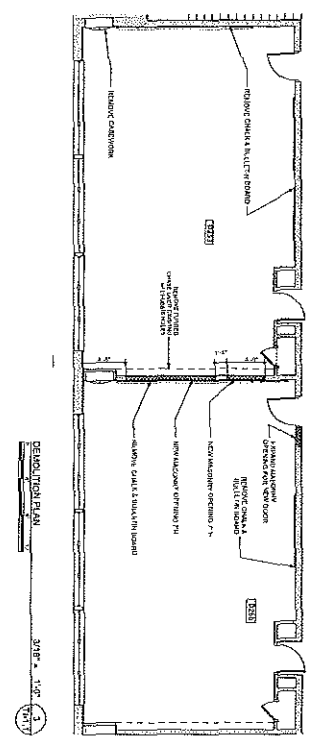
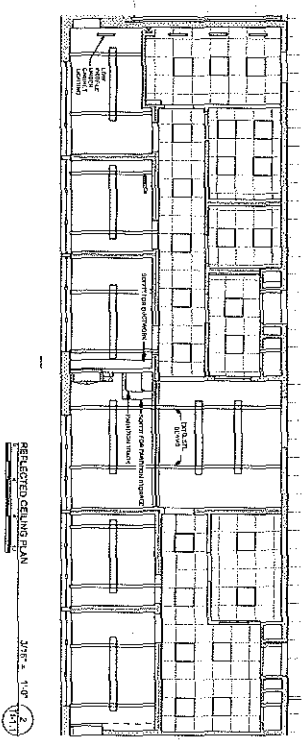
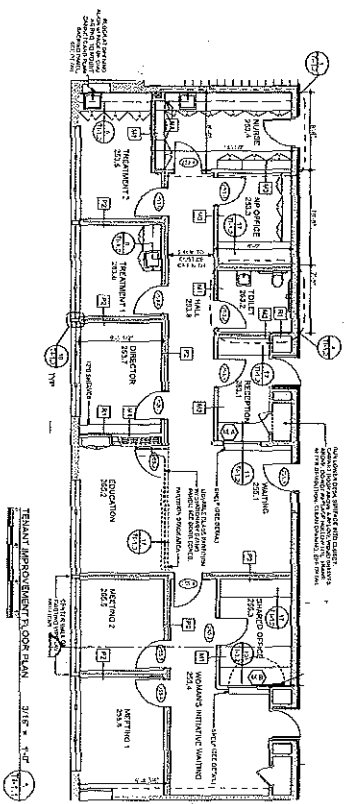
Title: _____

EXHIBIT "A"

Lease Agreement

EXHIBIT "B"

Premises



NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES (IBC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
2. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
5. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE PROJECT.
6. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT AREAS AT ALL TIMES.
7. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SCHEDULED PROGRAM.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
9. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM WEATHER AND DAMAGE.
10. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.

GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES (IBC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
2. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
5. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE PROJECT.
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7. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SCHEDULED PROGRAM.
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9. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM WEATHER AND DAMAGE.
10. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	March 5, 2018
Action Requested:	Approval of Resolution
Presenter:	Brenda Kelley, Redevelopment Manager
Staff Contacts:	Brenda Kelley, Redevelopment Manager City Attorney's Office: Lisa Robertson Neighborhood Development Services: Alex Ikefuna, Missy Creasy
Title:	City Council initiation of a Zoning Map Amendment

Background:

During discussions on redevelopment with Piedmont Housing Alliance (PHA; Friendship Court) and Charlottesville Redevelopment and Housing Authority (CRHA) staff, the costs of parking construction, especially in structured parking, has been identified as an overly burdensome cost in anticipating construction costs of new housing development.

As requested by PHA and CRHA staff, the objective of this request is to reduce the on-site parking requirements to help reduce overall costs of redevelopment in order to construct more affordable housing units on Friendship Court, and the Charlottesville Redevelopment and Housing Authority's (CRHA) Crescent Halls site, Avon/Levy site and 6th Street site.

The City's Parking Modified Zone is established to provide some flexibility to specified parking requirements in an urban development area as shown on the City of Charlottesville Zoning Map, and as pursuant to Sec. 34-971(e)(3), (4) and (5) (attached as **EXHIBIT #1**).

EXHIBIT #2 is provided to show the current Parking Modified Zoning boundary (south of the Downtown Mall). **EXHIBIT #3** is provided to show the properties requested to be included in the Parking Modified Zone. **EXHIBIT #4** is provided to show nearby bus routes in relation to the properties to be included in the Parking Modified Zone. **EXHIBIT #5** is provided to show sample scenario comparisons of parking requirements under current and Parking Modified Zone requirements.

Discussion:

Staff is requesting that City Council initiate a Zoning Map Amendment to revise the boundary of the Parking Modified Zone so as to include Friendship Court, and the Charlottesville Redevelopment and Housing Authority's (CRHA) Crescent Halls site, Avon/Levy site and 6th Street site within the Parking Modified Zone. After a proposed amendment is initiated, public comment will be sought

through a joint public hearing process.

Please note that if the Parking Modified Zone boundary change is approved by the Planning Commission and City Council, it does not require that the property owners construct less parking; it simply provides the flexibility of the owners to plan for less parking, depending on their parking demand and needs.

Alignment with City Council's Vision and Strategic Plan:

This project supports City Council's visions of Quality Housing Opportunities for All, and Smart, Citizen-Focused Government. It contributes to the following Strategic Plan Goal 1: An Inclusive Community of Self-sufficient Residents; and Goal 5: A Well-managed and Responsive Organization.

Community Engagement:

After a proposed amendment is initiated, public comment will be sought through a joint public hearing process.

Budgetary Impact:

No additional funds are required.

Recommendation:

Staff recommends approval of this Resolution.

Alternatives:

The City Council may decide not to approve this item; however, higher overall housing costs may be an outcome by not providing flexibility towards the construction of required parking on these subsidized and public housing sites.

Attachments:

Exhibit #1
Exhibit #2
Exhibit #3
Exhibit #4
Exhibit #5
Resolution

EXHIBIT #1

Sec. 34-971. - Applicability.

- (a) Off-street parking and loading spaces shall be provided in accordance with the provisions of this division, at the time of construction, erection, alteration, enlargement or change in use of any building, structure or use. Thereafter, such spaces shall be maintained and kept available for such use, to the extent of the minimum number of spaces required hereunder, unless there is a change of use or floor area.
- (b) Any use for which the required amount of parking was approved as of December 15, 1975 shall be considered as conforming as to the parking requirements, so long as the use remains unchanged. Otherwise, only those uses for which parking or loading space was approved and provided prior to the effective date of this chapter shall be considered in conformance with this division, provided the intensity of such use remains unchanged.
- (c) For enlargements of existing structures equal to or greater than 25% of the structure's gross floor area, required parking must equal the sum of those spaces prior to the enlargement and the number of spaces required by these regulations for any additional use area, unless waived by city council. Where the enlargement is less than 25% of structure's gross floor area no additional parking is required.
- (d) For a change of use within an existing structure where there is no enlargement of the existing structure, no additional parking is required.
- (e) The following three (3) parking zones shall be subject to the specific requirements set forth hereunder:
- (1) The Urban Core Parking Zone is established as designated on the most recently approved City of Charlottesville Zoning Map. Provision of parking shall not be required for a development in the Urban Core Parking Zone unless such development requires a special use permit for increased residential density above that allowed by right. Parking required pursuant to Article IX shall be provided for all additional units allowed as a result of the increased density, unless such requirement is waived by council. Parking requirements may be fulfilled by the property owner or developer through any of the alternatives outlined in subsection (4) below.
 - (2) The Corner Parking Zone is established as designated on the most recently approved City of Charlottesville Zoning Map. Provision of parking shall not be required for a development in the Corner Parking Zone unless such development requires a special use permit for increased residential density above that allowed by right. Parking required pursuant to Article IX shall be provided for all additional units allowed as a result of the increased density, unless such requirement is waived by council. Parking requirements may be fulfilled by the property owner or developer through any of the alternatives outlined in subsection (4) below.
 - (3) The Parking Modified Zone is established as designated on the most recently approved City of Charlottesville Zoning Map. Provision of parking for a development in the parking modified zone shall be computed using the provisions of sections [34-984](#) and [34-985](#). Only if a development requires more than twenty (20) parking spaces pursuant to [section 34-984](#) of this Code shall parking be required as follows: non-residential developments shall provide 50% of the required parking, and residential developments shall provide one (1) space per unit. Parking requirements may be fulfilled by the property owner or developer through any of the alternatives outlined in subsection (4) below. Affordable housing units (as defined by city council in its adopted affordable housing policy) created in any development shall not be included in the parking calculation, and parking shall not be required as a result of any such units as long as they remain affordable.
 - (4) Required parking in the Urban Core Parking Zone, Corner Parking Zone, and the Parking Modified Zone shall be provided either:
 - a. On site;
 - b. Within one thousand (1,000) feet of the site, subject to all other conditions of [section 34-973](#);
 - c. By payment into a city parking fund in a standard amount per space established by city council;
 - d. By making a one-time contribution for transit improvements equivalent to the cost of each required parking space in a standard amount per space established by city council; or by
 - e. Implementation of alternative transportation improvements equivalent to the cost of each required parking space in a standard amount per space established by city council, as approved by planning commission.
 - (5) In addition to provision of parking as required herein, all developments requiring a site plan within the Urban Core Parking Zone, Corner Parking Zone, and the Parking Modified Zone shall provide bicycle storage facilities, other than bicycle racks, in accordance with [section 34-881](#).

EXHIBIT #2 Current Parking Modified Zone Boundary

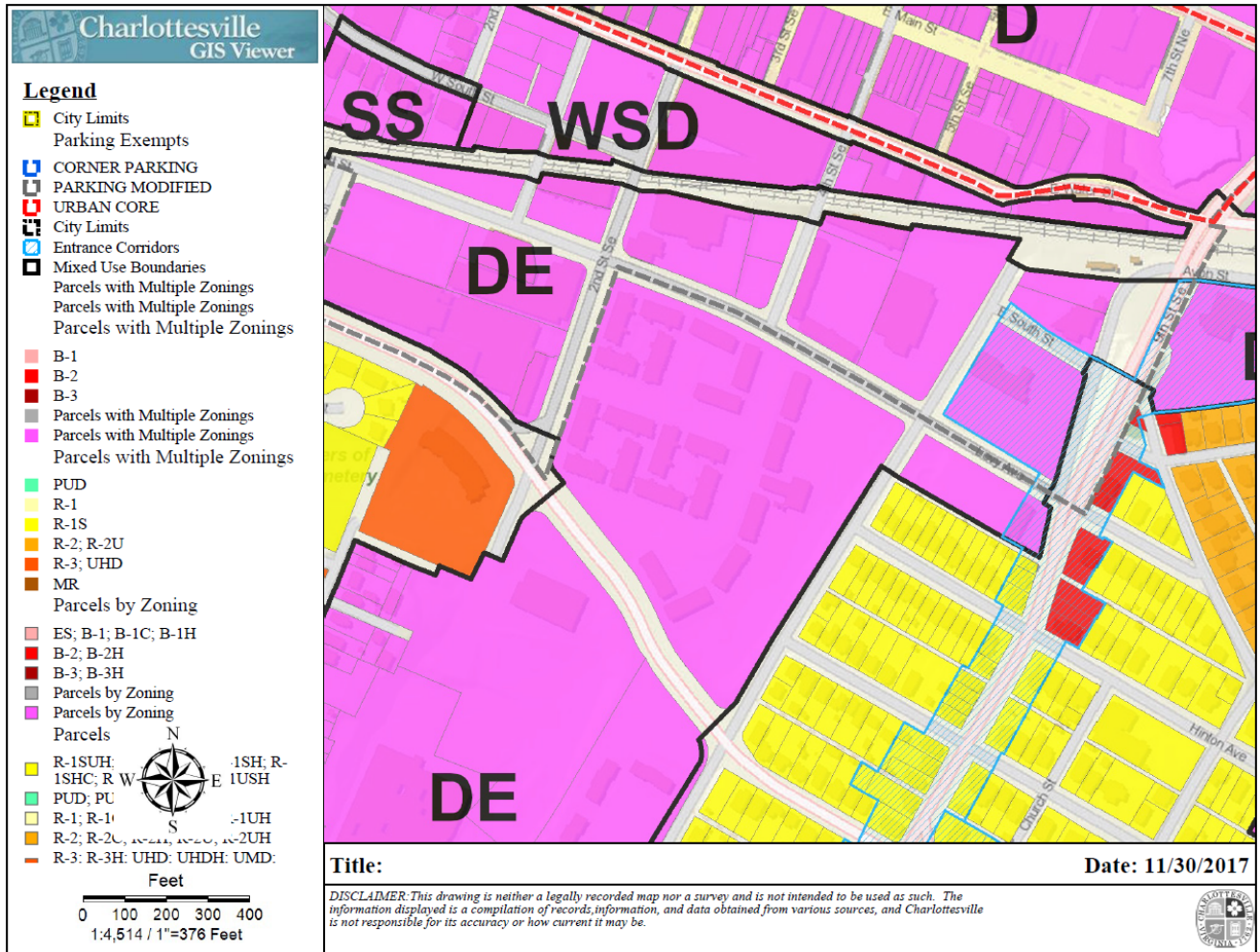


EXHIBIT #3

Request for properties to be included within the Parking Modified Zone

4 properties identified by ★

(gray dashed line designates existing Parking Modified Zone boundary)

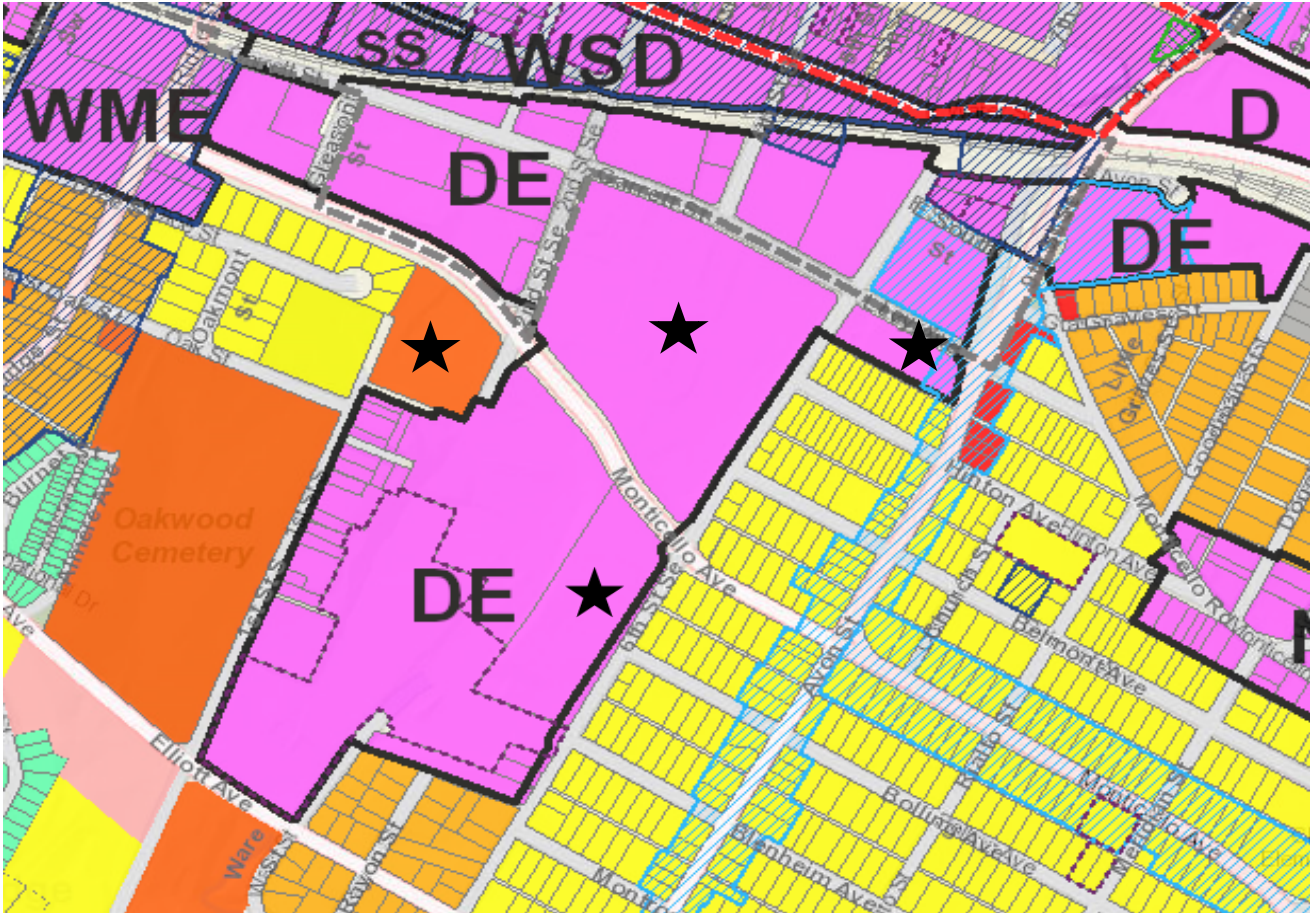


EXHIBIT #4

Note - Seven (7) bus stop(s) within close proximity of properties. Sites within approximately 1,300-2,000 feet of transit center (walking/bicycling distance – north on 4th Street SE, east on Water Street).



EXHIBIT #5

	Current city code parking requirements Multifamily dwellings (See special provisions of section 34-353(d)(2))		Parking Modified Zone parking requirements	
	Required	Calculation	Required	Calculation
<p><u>Scenario 1</u></p> <p>60 dwelling units:</p> <p>20 efficiency units</p> <p>20 1-bedroom units</p> <p>20 2-bedroom units</p>	<p>Efficiency, 1-bedroom unit: 1 space/unit</p> <p>2-bedroom unit: 1 space/unit</p> <p>3-bedroom unit: 2 spaces/unit</p> <p>4-bedroom unit: 2 spaces/unit</p> <p>Each bedroom in excess of 4: 1 additional space per bedroom for each 10 units with more than 4 bedrooms</p>	<p>60 parking spaces required</p>	<p>Residential development: 1 space/unit</p> <p> *Note: parking for affordable housing units shall not be required as long as the units remain affordable (see Section 34-971(e)(3))</p>	<p>60 parking spaces required (maximum*)</p>
<p><u>Scenario 2</u></p> <p>300 dwelling units:</p> <p>100 1-bedroom units</p> <p>100 2-bedroom units</p> <p>100 3-bedroom units</p>	<p>Efficiency, 1-bedroom unit: 1 space/unit</p> <p>2-bedroom unit: 1 space/unit</p> <p>3-bedroom unit: 2 spaces/unit</p> <p>4-bedroom unit: 2 spaces/unit</p> <p>Each bedroom in excess of 4: 1 additional space per bedroom for each 10 units with more than 4 bedrooms</p>	<p>400 parking spaces required</p>	<p>Residential development: 1 space/unit</p> <p> *Note: parking for affordable housing units shall not be required as long as the units remain affordable (see Section 34-971(e)(3))</p>	<p>300 parking spaces required (maximum*)</p>

**RESOLUTION
INITIATING A ZONING MAP AMENDMENT
TO AMEND THE OFFICIAL ZONING MAP REFERENCED IN
SECTION 34-1(1) OF THE CODE OF THE CITY OF CHARLOTTESVILLE
TO INCLUDE ADDITIONAL AREAS WITHIN THE PARKING MODIFIED ZONE
REFERENCED WITHIN CITY CODE SECTION 34-971(e)(3)**

BE IT RESOLVED by the City Council of the City of Charlottesville that City Council hereby initiates a zoning map amendment for consideration through a public hearing process, to amend the City's Official Zoning Map to include within the Parking Modified Zone referenced in City Code § 34-971(e)(3) to include the following sites: the site of Friendship Court (Tax Map Parcel ID number: 280112000); the site of the Charlottesville Redevelopment and Housing Authority's (CRHA) Crescent Halls building (Tax Map Parcel ID number: 280218000); the site of the CRHA's Avon/Levy site located at 405 Levy Avenue and 405 Avon Street (Tax Map Parcel ID numbers: 580115000 and 580114000); and the CRHA's 6th Street site located at 6th Street SE and Monticello Avenue (Tax Map Parcel ID number: 270019000);

Council finds that consideration of this proposed zoning map amendment is required by the public necessity, convenience, general welfare or good zoning practice; therefore, this proposed Zoning Map Amendment is hereby referred to the Planning Commission for its review and recommendations in accordance with the provisions of Virginia Code § 15.2-2285. To facilitate consideration of this Zoning Map Amendment, NDS Staff shall prepare a proposed amended Zoning Map showing the additional area(s), for use and reference during the public notice, advertisement and hearing process.

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	March 5, 2018
Action Required:	Yes
Presenters:	Alex Ikefuna, Director of Neighborhood Development Services
Staff Contacts:	Maurice Jones, City Manager Alex Ikefuna, Director of Neighborhood Development Services
Title:	Comprehensive Plan Extension

Background:

Comprehensive Plans are created ideally to coordinate public and private development with present and future policies as may be reflected through zoning, capital improvement programs, code enforcement and other means. Comprehensive plans are designed to comply with state regulations that require local planning.

The City's Planning Commission has worked to meet the Comprehensive Plan milestones established by the City Council's resolution (attached) passed on September 6th, 2016. The commission developed an extensive community engagement process to ensure feedback from residents from all walks of life.

The Commission has made significant progress on the Land Use section of the Comp Plan update however new items for discussion and review were identified last fall. As a result the Commission believes it will need additional time to fully engage with the public this spring and summer, before finalizing the document later this fall.

Discussion:

The Planning Commission is formally requesting an extension of the deadline to complete the Comp Plan approved by the City Council in September of 2016. If approved by the Council, the Planning Commission will finish its work by October of 2018.

Alignment with City Council's Vision and Strategic Plan:

Smart, Citizen-Focused Government

The delivery of quality services is at the heart of Charlottesville's social compact with its citizens. Charlottesville's approach to customer service ensures that we have safe neighborhoods, strong schools, and a clean environment. We continually work to employ the optimal means of delivering services, and our decisions are informed at every stage by effective communication and active citizen involvement. Citizens feel listened to and are easily able to

find an appropriate forum to respectfully express their concerns.

Quality Housing Opportunities for All

Our neighborhoods retain a core historic fabric while offering housing that is affordable and attainable for people of all income levels, racial backgrounds, life stages, and abilities. Our neighborhoods feature a variety of housing types, including higher density, pedestrian and transit-oriented housing at employment and cultural centers. We have revitalized public housing neighborhoods that include a mixture of income and housing types with enhanced community amenities. Our housing stock is connected with recreation facilities, parks, trails, and services.

Economic Sustainability

Our community has an effective workforce development system that leverages the resources of the University of Virginia, Piedmont Virginia Community College, and our excellent schools to provide ongoing training and educational opportunities to our residents. We have a business-friendly environment in which employers provide well-paying, career-ladder jobs and residents have access to small business opportunities. The Downtown Mall, as the economic hub of the region, features arts and entertainment, shopping, dining, cultural events, and a vibrant City Market. The City has facilitated significant mixed and infill development within the City.

Budgetary Impact:

None at the moment.

Recommendation:

Staff recommends approval of the request to extend the deadline to October 2018.

Attachments:

September 6, 2016 Resolution

RESOLUTION
TO COMPLETE THE CITY OF CHARLOTTESVILLE'S REGULATORY FRAMEWORK REVIEW
AND REVISION SUCH THAT IT ALIGNS WITH THE 2018 COMPREHENSIVE PLAN UPDATE

WHEREAS, *The 2013 Comprehensive Plan of the City of Charlottesville* calls for a review and revision of the City's Regulatory Framework (herein defined as encompassing the Zoning and Subdivision Ordinance, Standards and Design Manual, District and Entrance Corridor Guidelines , Affordable Housing Guidelines and other supporting documents), inclusive of researching and learning from "applicable experiences, policies, procedures, ordinances and plans of other municipalities in Virginia and the United States", to ensure that the City's Regulatory Framework successfully and consistently implements the City's Comprehensive Plan, and

WHEREAS, the Charlottesville City Council tasked the City Manager on February 3, 2014 to develop, fund, coordinate and complete the following for Council review and adoption by June 2015: (1) a Policy and Regulatory Audit leading to code revisions that align with the City's Comprehensive Plan; (2) a Comprehensive Multi-Modal Plan, (with Street Design Standards and a Block Network Plan, herein referred to as the Streets that Work Plan); and (3) a Green Infrastructure Plan.

WHEREAS, the Streets that Work (STW) Plan was appended to the Comprehensive Plan on September 6, 2016 and a Green Infrastructure Plan is underway but has not yet been formally adopted by City Council; and a Policy and Regulatory Audit (leading to regulatory framework revisions that align with our Comprehensive Plan) has not yet been initiated city-wide; and

WHEREAS, the Charlottesville City Council and Planning Commission have undertaken several initiatives to promote the general welfare of our citizens such as the adoption of new zoning for the West Main Street Corridor District and directing staff to implement the zoning recommendations of the Strategic Investment Area (SIA) small area plan;

WHEREAS, the City of Charlottesville is required (Va. Code Sec. 15.2-2230) to update the City's vision, known as the Comprehensive Plan, every five (5) years and the next Comprehensive Plan update is due in 2018.

NOW THEREFORE, BE IT RESOLVED by the Charlottesville City Council that the City Manager and his staff, inclusive but not limited to the Office of the City Attorney, the Department of Neighborhood Development Services (NDS), the Office of Economic Development and the Office of Sustainability shall follow the "Work Plan" (attached to with timeline and deliverables) to complete the Regulatory Framework Review and Revision by December 31, 2017, in a manner that aligns with the 2018 Comprehensive Plan update and incorporates other City plans and initiatives and research of best practices from other institutions and localities .

BE IT FURTHER RESOLVED that the attached Work Plan and Timeline to complete the Regulatory Framework Review and Revision such that it aligns with and implements the 2018 Comprehensive Plan Update is hereby adopted by City Council on September 6, 2016 with quarterly updates and final deliverables thereafter presented to City Council, following Planning Commission review.

BE IT FURTHER RESOLVED by the Charlottesville City Council that a strong, coordinated public engagement strategy will be critical to the success of the development and implementation of the 2018 Comprehensive Plan update, and coincident Regulatory Framework Review and Revision and must be developed and executed as soon as possible in keeping with the Work Plan and Timeline.

BE IT FURTHER RESOLVED by the Charlottesville City Council, that the City Manager and his staff shall further define the additional resources that will be needed to fully execute this Work Plan (such as establishing formal working relationships with the University of Virginia; procuring professional consultants; and/or hiring additional staff well-versed in progressive zoning and code auditing and writing,) on December 19, 2016, the date of the first quarterly report as per the attached Work Plan.

WORK PLAN (approved by City Council September 6, 2016): to execute the Regulatory Framework Review and Revision such that it aligns with the 2018 Comprehensive Plan Update.

COMPONENTS. The work plan shall consist of three components.

I. **Immediate Action.**

A. Legal Review.

- i. Initial review of inconsistencies in the zoning ordinance and legal provisions in need of immediate clarification such as; definition of micro-units and "mixed use"; maximum densities and building heights and how to measure building heights, when a site plan is required; shared parking; and others.
- ii. Comprehensive and thorough legal review of zoning ordinance contents, to make sure that the ordinance reflects current mandatory requirements of state zoning legislation, both substantively and procedurally (for example, process for review of site plans), and applicable Virginia Supreme Court decisions.
- iii. Determination of what provisions of the ordinance have become particularly problematic and if they should be amended now, or during the 2018 Comprehensive Plan update. Problematic areas are those where :
 1. staff may be making interpretations of the existing regulatory framework in a manner that might not be consistent with Council's expectations;
 2. staff, the attorneys, the zoning administrator, and/or the planning commission may have identified specific items in the existing regulatory framework that are not leading to desired outcomes; and
 3. staff, the attorneys, the planning commission and stakeholders may have identified specific items in the existing internal review process that have led to unnecessarily long delays in processing development applications.
- iv. Review and development of supporting materials including but not limited to:
 1. provisions of the Standards and Design Manual;
 2. Affordable Housing guidelines;
 3. illustrations, plant lists, etc., that don't fit well into a published ordinance format, but can have the status of approved administrative policies.

B. Implementation of the SIA regulatory changes/ development of a form-based code, and

C. Review and update of Standards and Design Manual so it will align with the STW Plan, which is now part of the Comprehensive Plan and;

- i. facilitate implementation of the STW Comprehensive Plan Addenda and
- ii. address zoning ordinance issues that relate to the inclusion of new streets and alleys such as block sizes, curb cuts, green infrastructure strategies, others;

D. Joint Work-session (WS) with the Planning Commission and City Council (with the PLACE Design Task Force invited to observe) to discuss the above on or by December 19, 2016.

II. **Near Term: 2018 Comprehensive Plan Update.** The Comprehensive Plan should guide the "harmonious development of the City." (Ref. Va. Code 15.2-2223(A)). The Update must also provide guidance on how best to amend the Regulatory Framework (inclusive of the zoning ordinance.) To that end:

- A. The 2018 Comprehensive Plan Update will be completed by March 19, 2018 (with possible 3 month extension);
- B. Outside resources will be needed to augment staff's work, (to be determined and requested of council on Dec. 19, 2016), for component II;
- C. NDS and the City Attorney's office will manage the "master documents" to ensure that outside resources focus on substantive issues, and not on document-drafting.
- D. Joint Work-session (WS) with the Planning Commission and City Council (with the PLACE Design Task Force invited to observe) to discuss the above on or by December 19, 2016.
- E. Community engagement strategy (CES) readied for Council adoption by Mar. 20, 2017.

III. **Near Term: Regulatory Framework Review and Revision.** The Regulatory Framework (inclusive of the zoning ordinance) must effectively implement the updated 2018 Comprehensive Plan. To that end:

- A. The zoning ordinance review and revision will be coincident with the update of the 2018 Comprehensive Plan, and completed by December 31, 2017;
- B. Outside resources will be needed to augment staff's work, estimated cost to be refined at a later date, for component III;

- C. NDS and the City Attorney's office will manage the "master documents" to ensure that outside resources focus on substantive issues including but not limited to the following:
- i. revising the future land use map and
 - ii. auditing and writing new zoning standards for
 1. parking;
 2. land use,
 3. building height, mass and placement,
 4. density;
 5. housing types;
 6. block size and curb cuts,
 7. design control and entrance corridor districts, planned unit developments,
 8. special use permits and rezoning requests;
 9. submittal requirements and review processes,
 10. integration with the STW and green infrastructure plans,
 11. transportation and traffic;
- D. Joint Work-session (WS) with the Planning Commission and City Council (with the PLACE Design Task Force invited to observe) to discuss the above on or by December 19, 2016.
- E. Community engagement strategy (CES) readied for Council adoption by Mar. 20, 2017.

REPORTING REQUIREMENTS. Progress reports will be prepared by NDS staff on a quarterly basis, for the purpose of informing and eliciting feedback from: neighborhood associations, property owners, developers, non-profits, business and industry, University of Virginia, Charlottesville Redevelopment and Housing Authority, Planning Commission, BAR, PLACE design task force, and others. They are also intended to inform and elicit guidance from City Council, before specific deliverables are proposed for adoption.

TIMELINE (September 6, 2016 to December 18, 2017-15 months).

Activity	Duration	Responsible Entity	Quarterly Report 1	Quarterly Report 2	Quarterly Report 3	Quarterly Report 4	Quarterly Report 5	Quarterly Report 6
Component 1: I								
1. A. Legal Review.	Sept. 2016- May 2017	City Attorney	12/19/16 (WS)	3/20/17	6/19/17 (final)			
1.B. Implement SIA code	Sept. 2016- Oct. 2017	NDS (w/ others)	12/19/16 (WS)	3/20/17	6/19/17 (final)			
1.C. STW integration	Sept. 2016- Oct. 2017	NDS (w/ others)	12/19/16 (WS)	3/20/17	6/19/17	9/18/17 (final)		
Component 2. 2018 Comp Plan Update	Jan. 2017- Dec. 2017	NDS (w/ others)	12/19/16 (WS)	3/20/17 (CES)	6/19/17	9/18/17	12/18/17	6 /19/18 (final)
Component 3. Regulatory Revisions	Jan. 2017- Dec. 2017	City Attorney, NDS (others)	12/19/16 (WS)	3/20/17 (CES)	6/19/17	9/18/17	12/18/17 (final)	

NOTE 1: Estimates for additional resources needed to execute this Work Plan will be further refined and presented to Council on Monday, December 19, 2016 as part of the first Quarterly Progress Report.

NOTE 2: The "final" quarterly report also constitutes a final deliverable that requires council action.

NOTE 3: Quarterly Report #6 which is the final deliverable for the Comprehensive Plan Update, may slide 3 months should more community engagement be required.

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	February 20, 2018
Action Requested:	Approval of Ordinance
Presenter:	Lisa Robertson, Acting City Attorney
Staff Contacts:	Lisa Robertson, Acting City Attorney Paige Rice, Clerk of Council
Title:	Amend Ordinance to Change Start Time of Regular Council Meetings

Background and Discussion:

At a recent retreat, City Council members and staff discussed ways to allow more time for the public to comment on community issues, neighborhood concerns, and other topics during the time reserved for Matters by the Public at regular Council meetings. At the February 5 Council meeting, Council voted to change their policies and procedures, to include a revised start time for regular Council meetings, which will begin at 6:30 p.m. instead of 7:00 p.m. to allow more time for public comment.

Section 2-41 of the City Council specifies that Council meetings will begin at 7:00 p.m., so an ordinance change is required to move the start time to 6:30 p.m. Attached is a proposed ordinance for Council's consideration.

Alignment with City Council's Vision and Strategic Plan:

Expanding the time of City Council meetings aligns with two areas of the Council Vision: **Community of Mutual Respect** and **Smart, Citizen-Focused Government**, which strives to make sure Council decisions are informed at every stage by effective communication and active citizen involvement. Goal 5 (Responsive Organization) of the **Strategic Plan** is to foster effective community involvement.

Community Engagement:

City Council has discussed this matter at three public meetings and has held two public hearings.

Budgetary Impact: None.

Recommendation:

Staff recommends that the proposed ordinance be adopted to align the City code with Council's intention to start regular meetings at 6:30 p.m.

Attachment: Proposed Ordinance

**AN ORDINANCE
AMENDING AND REORDAINING SECTION 2-41 OF
ARTICLE II OF CHAPTER 2 (ADMINISTRATION)
OF THE CODE OF THE CITY OF CHARLOTTESVILLE, 1990, AS AMENDED,
RELATED TO THE TIME AND PLACE OF CITY COUNCIL MEETINGS**

BE IT ORDAINED by the Council for the City of Charlottesville, Virginia, that Section 2-41 of Article II of Chapter 2 of the Charlottesville City Code, 1990, as amended, is hereby amended and reordained, as follows:

Sec. 2-41. Place and time of regular meetings.

The city council shall hold its regular meetings at the council chamber of the city hall, or at such other place in the city as may be designated by the mayor or the council, beginning at ~~7:00~~ 6:30 p.m. on the first and third Mondays of each month, unless such day is a legal holiday, in which event such meeting shall be held on the day following.

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



Agenda Date:	February 20, 2018
Action Requested:	Public Hearing and Ordinance (1 st reading)
Presenter:	Matthew Alfele, Planner, NDS
Staff Contacts:	Matthew Alfele, Planner, NDS Lisa Robertson, Acting City Attorney
Title:	Conveyance of Portion of Ridge Street Right-of-Way for William Taylor Plaza Project

Background:

Cherry Avenue Investments, LLC acquired several City-owned parcels of land on Cherry Avenue and Ridge Street in December of 2014, and the City approved its development as the William Taylor Plaza Planned Unit Development. On the Ridge Street side of the project, the developers have submitted a site plan allowing for construction of a multifamily residential building (Phase II), but some of the improvements recommended by the Board of Architectural Review (landscape planters and border wall) will encroach into the Ridge Street right-of-way.

Discussion:

Attached is an Exhibit showing the area of Ridge Street the developer, Cherry Avenue Investments, would like to acquire (approximately 1,283 square feet, shown as a dark shaded area) in order to avoid having privately owned structures in the public right-of-way. At its widest point, 8.8 feet of the Ridge Street right-of-way would be affected, and it is all located behind the existing City sidewalk. The general policy is to approve design plans that do not have privately owned improvements in the public right-of-way. Conveyance of this land would allow the developer to build the landscaping infrastructure recommended by the BAR, thereby significantly improving the design of the project. There are no public utility lines located in the area to be conveyed.

Ironically, most of the subject area was conveyed to the City by the developer in 2016, when the original site plan called for an 8' wide sidewalk. Rather than have the public sidewalk on private property, the developer agreed to dedicate it back to the City as additional Ridge Street right-of-way. The final site plan required a 6' wide sidewalk, which is now part of the constructed improvements.

Alignment with City Council's Vision and Strategic Plan:

Council approval of this conveyance of land is consistent with Council's vision for Quality Housing Opportunities for All, and complies with Goal 3.1 of the strategic Plan (Engage in Robust and

Context Sensitive Urban Planning and Implementation).

Community Engagement:

A public hearing is scheduled (as required by law) to give the public an opportunity to comment on the conveyance of City-owned land.

Budgetary Impact:

Staff does not believe it is appropriate to charge the developer fair market value for any of the land that was dedicated to the City in 2016. The right-of-way that was not part of the original dedication (498 square feet) carries a value of \$5,300, and the developer is willing to pay this amount.

Recommendation:

Staff's recommendation is to approve the conveyance of the Ridge Street right-of-way to Cherry Avenue Investments, LLC, as shown on the attached Exhibit. The City Engineer has no objection to the conveyance, and the Planning staff believe the improved design will visually enhance the project appearance along Ridge Street. The City Attorney's Office fully supports this conveyance of land, with the understanding that recordation of the deed will be conditioned upon final site plan approval.

Alternatives:

An alternative to conveyance is to have an Encroachment Agreement between the City and the developer, allowing the landscaping infrastructure to encroach into the public right-of-way. We do not recommend this approach because of liability issues and because it doesn't comply with our general policy of keeping private structures out of the public right-of-way.

Attachments:

Request Letter
Additional background memo from NDS/Planning
Proposed Ordinance
Exhibit

LAW OFFICES
MCCALLUM & KUDRAVETZ, P.C.
250 EAST HIGH STREET
CHARLOTTESVILLE, VA 22902
(434) 293-8191
WWW.MKPC.COM

GEORGE B. MCCALLUM, III
DAVID W. KUDRAVETZ
ROGER D. WILLIAMS
KATHY DONOVAN ABELL
RICHARD G. RASMUSSEN, III
CHARRON H. MONTGOMERY
ERIC D. SMITH
JUSTIN A. RITTER

February 7, 2018

OF COUNSEL
JOSEPH W. RICHMOND, JR.
JANE CHAMPION CLARKE
MOLLY B.F. WALLS
STACIE H. REID, CPA
SETH F. PATES, CPA

The Honorable Mayor Nikuyah Walker
The Honorable Charlottesville City Council Members
605 East Main Street
Charlottesville, VA 22902

Re: William Taylor Plaza PUD, Phase II, Ridge Street

The Honorable Mayor Walker and Members of City Council:

Cherry Avenue Investments, LLC is the current record owner of the above-referenced Phase II property located on the north side of Ridge Street. We represent the contract purchaser from Cherry Avenue Investments, LLC on this Phase II property, whose site plan for the planned multifamily residential building is nearly final.

The Site Plan contemplates certain items (landscaping, sidewalks, and landscaping planter walls as recommended by the City BAR) extending a short distance into a narrow portion of the current Ridge Street right-of-way. After discussions with the City Attorney and in order to avoid any "encroachment" of such items into the public right-of-way, it seems prudent to have the affected narrow portion of the current Ridge Street right-of-way transferred by the City to the property owner. This affected portion is shown on the attached Right-Of-Way Acquisition Exhibit (the "Exhibit") as a dark gray strip of land, containing a total of approximately 1,283 sq. ft. along the northwestern boundary of Ridge Street.

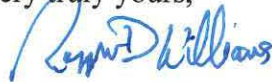
Interestingly, in 2016 as part of this project, the property owner previously dedicated to the City a strip of land containing approximately 1,873 sq. ft. along such northwestern boundary of Ridge Street. As shown on the Exhibit, only approximately 498 sq. ft. of the new 1,283 sq. ft. proposed to be conveyed was not included in the actual area dedicated to the City in 2016. We understand the City Assessor places a value of \$5,300 on this 498 sq. ft. strip of land. The property owner is agreeable to payment of this sum to the City when the conveyance can be finalized.

For the above reasons, we respectfully request the Council's consideration and approval of the proposed conveyance of the described approximately 1,283 sq. ft. narrow portion of the Ridge Street right-of-way along its northwestern boundary with the subject property.

February 7, 2018
Page 2

Thank you for your consideration of this request. Should there be any additional information which would be helpful, please let us know.

Very truly yours,



Roger D. Williams

/jmb
Enclosure

cc: Trey Steigman
Vice President, Development
Management Services Corporation

Cherry Avenue Investments, LLC
c/o Southern Development
Attn: Charlie Armstrong

Memorandum

TO: Lisa Robertson, Chief Deputy City Attorney
Maurice Jones, City Manager
Alex Ikefuna, NDS Director

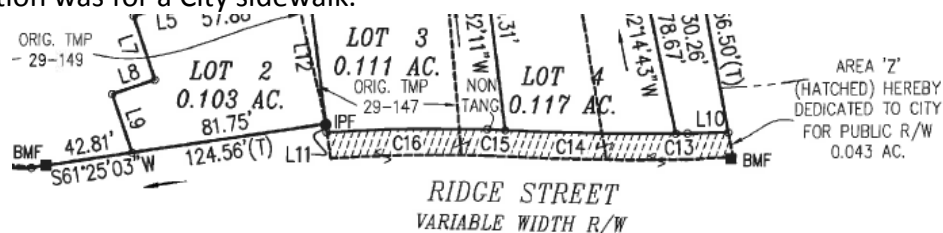
FROM: Matt Alfele, City Planner

DATE: January 5, 2018

RE: William Taylor Plaza Planned Unit Development (PUD) Ridge Street Sidewalk and Encroachment

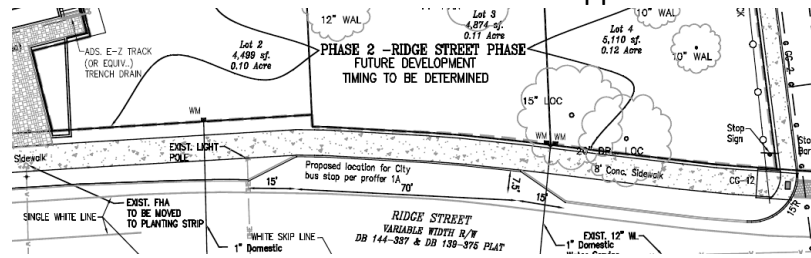
This memo is responding to the email dated January 4, 2018 from Lisa Robertson regarding the events leading up to a request by the developer of William Taylor Plaza Phase II to encroach in the City's right-of-way. Please see the below timeline:

- **July 20, 2015:** City Council passed an amendment to **William Taylor Plaza PUD** that included a new PUD Development Plan (in accordance with Sec. 34-517) and Proffer statement. Proffer #5 states the developer is responsible for constructing sidewalks with minimum widths of 6 feet along Ridge Street and Cherry Avenue.
 - *Proffer 5. Sidewalks with a minimum width of 6 feet will be provided along the Ridge Street and Cherry Avenue road frontage in order to enhance the pedestrian environment. Where possible, 8 foot wide sidewalks will be provided. Sidewalk widths shall be as shown on the PUD Development Plan.*
- **April 12, 2016:** A Minor Subdivision and Boundary Line Adjustment was approved to consolidate lots along Cherry Avenue and create new lots for the Arboretum and parking area. As part of this subdivision, the developer dedicated land along Ridge Street to the City. Although it was never stated in the application, it appears this dedication was for a City sidewalk.

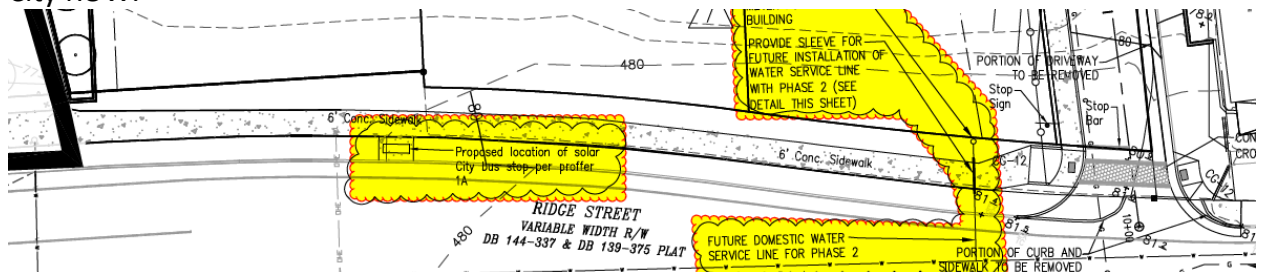


- **June 20, 2016:** A final Site Plan for **William Taylor Plaza Phase I** was approved. The approved plan indicated an 8' sidewalk along Ridge Street. At this time, no plans were submitted for a Phase II development and two of the three lots (Lot 3 and Lot 4) that

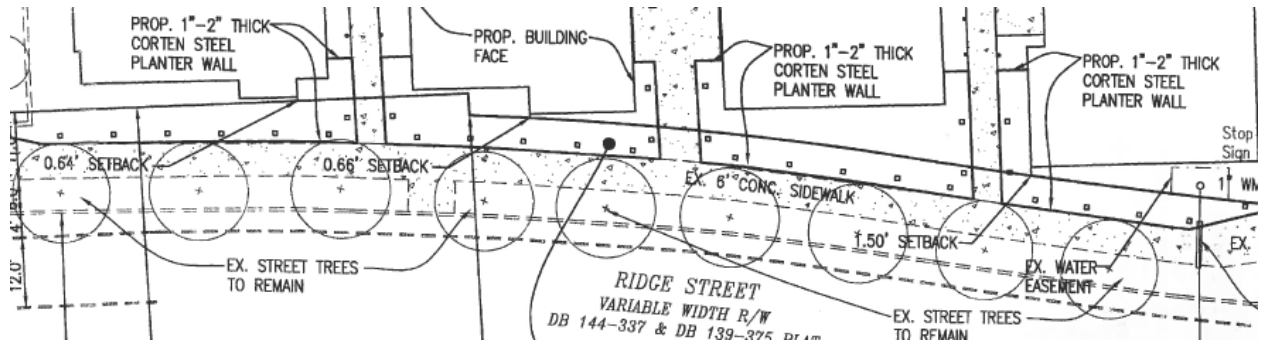
could accommodate a future Phase II abutted the approved sidewalk.



- January 17, 2017:** William Taylor Plaza Phase II received a Certificate of Appropriateness (COA) from the Board of Architectural Review (BAR). From the BAR action memo dated January 17, 2017; it indicates this COA was for landscaping along Ridge Street and the Corten wall. As listed in the approval for the COA, BAR asked for a 6' sidewalk instead of an 8' one (as that was what was approved). But it is also my understanding the materials BAR reviewed did not indicate the location of property lines along Ridge Street. Without this information they most likely inferred the property lines were located at back of sidewalk and the proposed Corten walls would be located on private property, but I cannot speak to BAR's intentions. At the end of the day, BAR issued a COA for a plan that included 6' sidewalks and Corten walls located in City ROW.
- August 2, 2017:** A Site Plan Amendment for William Taylor Plaza Phase I was approved. This amendment was requested by the developer in order comply with BAR's actions of January 17, 2017. Although BAR's actions were for Phase II, the sidewalk on Ridge is part of the Phase I development. As a 6' sidewalk is the minimum required by Proffer #5, staff approved the change. As you can see from the plan, the change from an 8' sidewalk to a 6' sidewalk creates additional room for the Corten walls to encroach into City ROW.



- October 26, 2017:** A Final Site Plan for William Taylor Plaza Phase II was submitted (September 13, 2017) and a comment letter was sent to the applicant on October 26, 2017. Within that letter Planning pointed out that all privately owned and maintained structures must be removed from the City's ROW.



- *(from the Comment Letter Dated October 26, 2017) SP4: All privately maintained landscape features need to be removed from the City’s ROW. If you wish to pursue approval of privately maintained landscape features in the City’s ROW, you will need approval from City Council. This request must be filed through the City Attorney’s office.*

As you can see from the above timeline the applicant is currently pursuing an encroachment agreement to place landscaping and a Corten wall in City ROW between back of sidewalk and the property line. At no time during this history of this project did an 8’ or 6’ sidewalk encroach onto private land. As seen recently with the land swap on Cleveland Avenue, staff would prefer all City maintained infrastructure be in the ROW and all private structures be on private land, eliminating the need for maintenance agreements. One thing that should be noted is even with the dedication from April 2016, lot #2 never extended to back of sidewalk. Staff believes City Council can grant an encroachment, return a portion of land that was dedicated in April 2016 (to back of sidewalk), require the developer to buy ROW, or a combination.

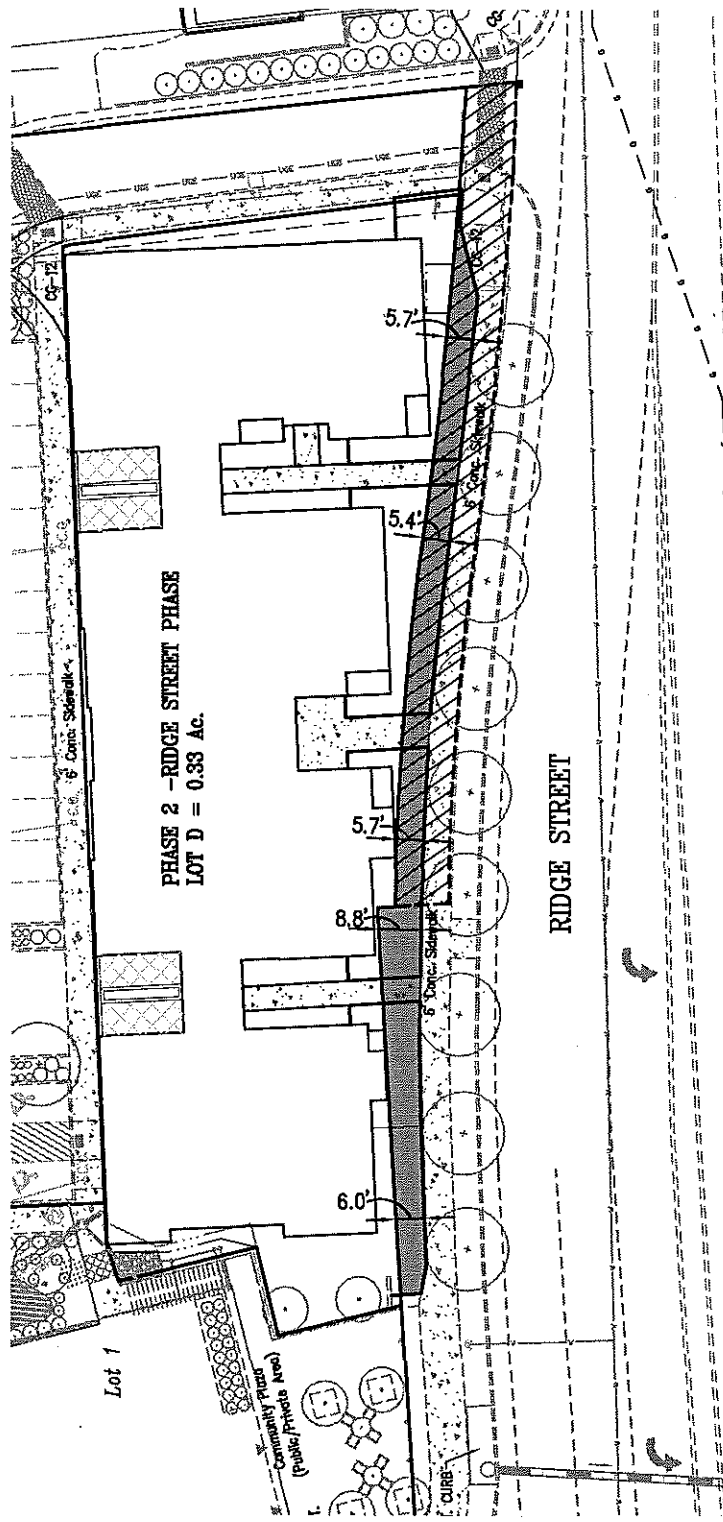
**AN ORDINANCE
AUTHORIZING THE CONVEYANCE OF CITY-OWNED RIGHT-OF-WAY
ON RIDGE STREET TO CHERRY AVENUE INVESTMENTS, LLC
FOR THE WILLIAM TAYLOR PLAZA PROJECT**

WHEREAS, Cherry Avenue Investments, LLC, the owner of property designated as Parcels 146, 147 and 149 on City Real Estate Tax Map 29 (William Taylor Plaza), wishes to acquire a certain portion of the Ridge Street right-of-way owned by the City, said right-of-way being shown on the attached Exhibit dated January 29, 2018; and

WHEREAS, in accordance with Virginia Code Sec. 15.2-1800(B), a public hearing was held to give the public an opportunity to comment on the proposed conveyance of City-owned land as requested by Cherry Avenue Investments, LLC; and

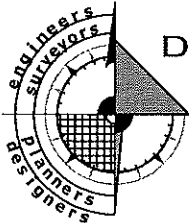
WHEREAS, staff of the Departments of Neighborhood Development Services and Public Utilities have reviewed the proposed conveyance and have no objection thereto; now, therefore,

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia that the Mayor is authorized to execute a deed of quitclaim, in form approved by the City Attorney, for certain City-owned right-of-way on Ridge Street, approximately 1,283 square feet in area, adjacent to Parcels 146, 147 and 149 on City Tax Map 29, being shown on the attached Exhibit dated January 29, 2018. The City Attorney is hereby authorized to take whatever steps are necessary to effect the closing of said property conveyance; provided however, that the obligation to close on the conveyance shall be conditioned upon final approval of the site plan for Phase 2 of William Taylor Plaza PUD.



AREA 'Z' (HATCHED) 0.043 AC (±1,873 sf)
 DEDICATED TO CITY FOR PUBLIC R/W AT
 INST. #2016-00001352

RIGHT-OF-WAY ACQUISITION ON RIDGE STREET (498 SF)
 RIGHT-OF-WAY ACQUISITION ON RIDGE STREET (785 SF)
 (1,283 SF TOTAL)



Dominion Engineering

172 South Pantops Drive
 Charlottesville, VA 22911
 434.979.6121 (p)
 434.979.1661 (f)
 dominioneng.com

RIGHT-OF-WAY ACQUISITION EXHIBIT FOR
 PHASE 2 OF
 WILLIAM TAYLOR PLAZA PUD
 CITY OF CHARLOTTESVILLE, VA

DATE: 01/29/18	REVISION:	DRAWN BY: ARC	SHEET: C1
PROJECT NO: 16.0018	REVISION:	CHECKED BY: MFM	1 of 1

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City School Board's Adopted FY 2019 Budget

PowerPoint Presentation

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



Agenda Date:	March 5, 2018
Action Required:	None
Presenter:	Maurice Jones, City Manager
Staff Contacts:	Leslie Beauregard, Assistant City Manager Ryan Davidson, Sr. Budget and Management Analyst Maya Kumazawa, Budget and Management Analyst
Title:	Presentation – City Manager’s Proposed FY 2019 Budget

Background:

At the first Council meeting in March of each year, the City Manager formally presents the proposed budget to City Council and the public. This is followed by a series of public hearings, worksessions, a community budget forum and a final vote on the budget no later than April 15th. This item begins the FY 2019 budget discussions and deliberations.

Discussion:

The total General Fund Budget for FY 2019 is proposed to be **\$179,342,119**, a **4.48%** increase over FY 2018. The proposed budget also includes a **\$23.4 million** Capital Improvement Program budget in FY 2019.

Community Engagement:

There are several opportunities for the community to provide input into the budget. More information on each of the worksessions can be found at www.charlottesville.org/budget. A few minutes are reserved at the end of each budget worksession for public comment.

Budget Worksession	March 7, 2018 – 5:00PM City Space Meeting Room
Budget Worksession	March 15, 2018 – 5:00PM City Space Meeting Room
Public Hearings - Tax Levy and Manager’s Proposed Budget	March 19, 2018 – 6:30PM (7:00PM advertised public hearing) Council Chambers
Community Budget Forum	March 28, 2018, 6:00 – 8:00PM City Space Meeting Room

Council Budget Worksession	March 29, 2018 – 5:00PM City Space Meeting Room
Public Hearing on Council Proposed Budget and First Budget Reading	April 2, 2018 – 6:30PM advertised public hearing Council Chambers
Council Budget Worksession	April 5, 2018 – 5:00PM City Space Meeting Room
Second Reading and Budget Adoption	April 10, 2018 – 5:30PM City Hall - Second Floor Conference Room

Alignment with City Council’s Vision and Strategic Plan:

The proposed budget aligns with City’s Strategic Plan and City Council’s 2015 Vision, detailed in the budget document and supplemental material.

Budgetary Impact:

The presentation alone has no budgetary impact.

Recommendation:

N/A

Alternatives:

N/A

Attachments:

The City’s proposed budget document and materials for the budget worksessions are posted at www.charlottesville.org/budget.

CITY OF CHARLOTTESVILLE, VIRGINIA

CITY COUNCIL AGENDA



Agenda Date:	March 5, 2018
Action:	Report on the Lease Terms of McIntire Building
Presenter:	Paul Oberdorfer, Director of Public Works
Staff Contacts:	Paul Oberdorfer, Director of Public Works
Title:	Update - Historical Society Lease Terms of McIntire Building

Background:

The McIntire Building – built for use as a City library by Paul Goodloe McIntire – is one of the more stately properties in Charlottesville. It was first leased to the Albemarle-Charlottesville Historical Society in 1993, after an extensive renovation organized by the Society, using a combination of donated funds and a loan from the City. The Society quickly became and remains today a center of culture, drawing professional and amateur historians to the downtown area.

Discussion:

On September 18, 2017, City Council extended the current 2013 Lease Agreement with ACHS to March 1, 2018. It was understood that ACHS intended to meet the following goals on or before the expiration of the lease extension on March 1, 2018:

- a) Employ at least one person whose duties shall be focused on developing a strategic plan, with the guidance of the Center for Nonprofit Excellence, to procure funding for the ACHS while promoting its mission and programs, and implementing that plan by March 1, 2018.
- b) Develop professional partnerships and relationships with community organizations to increase ACHS's visibility in the community and to increase and enhance a marketing and fundraising strategy, as well as funding sources for the ACHS's activities.
- c) A plan for curating ACHS assets and creating an inventory record of assets.
- d) An Agreement on the working relationship with Jefferson Madison Regional Library.
- e) Accountability for racial and ethnic diversity in staffing practices and representation on the Board of Directors that reflect the racial and ethnic diversity of our region. Council shall appoint 1/3 of the Board of Directors.
- f) New bylaws, programs of exhibitions, and projects that reflect the racial and ethnic diversity of our region will be established.

- g) Establish a dedicated fund consisting of at least six months operating reserve.
- h) Produce and submit to the City Council an annual progress report on the various programs conducted by the ACHS.
- i) Submit to City Council a current audit and an annual audited financial statement with any request for renewal of the Lease.
- j) Upon request of the City Manager's Office (CMO), provide information on progress towards reaching the goals set forth herein.

On October 10, 2017, the CMO emailed and sent via United States Postal Service (USPS) correspondence outlining Council directed conditions for renewal of the Lease Agreement on March 1, 2018. Mr. Meeks, President of ACHS first acknowledged receipt of the letter from the CMO on November 24, 2017, in an email. The letter was not signed and returned to the CMO as required.

On January 10, 2018, Mayor Walker's office was contacted with a property maintenance complaint about the courtyard at 200 Second Street, N.E. that was forwarded to the Public Works Director. The property maintenance complaint was investigated by the City, and condition of the rear courtyard was found to be in violation of Charlottesville Code of Ordinances, Chapter 5 – Building Regulations; Property Maintenance, § 5-148(b), having unsanitary conditions. ACHS failed to remediate the code violation, and on February 8, 2017, a City contractor was hired to restore sanitary conditions in the courtyard of the McIntire Building. A copy of the contractor's invoice for \$ 3,592.51 was emailed to ACHS and has not been paid to date.

Numerous attempts were made by the city administration during this time to assist ACHS in moving forward with a new lease. Over a five-month period, 23 separate communications with ACHS have yielded no results in curing financial liability or meeting Council conditions for lease renewal in March 2018.

However, on February 8, 2018, Ms. Beauregard was contacted by Will Lyster, a former member of the Board who asked to speak with her regarding the lease terms. They spoke on the phone on February 10, 2018 and later that same week, the Board held a meeting at which time Mr. Lyster was elected Board President for a period of six months and Mr. Meeks resigned his position.

Mr. Lyster and two other members of the Board met with the City Manager, Ms. Beauregard and Mr. Oberdorfer on February 27, 2018 to provide an update on the work that had been done since the Board changes were made a few weeks prior. This update is attached and Mr. Lyster will attend the Council meeting to address them in person.

Community Engagement:

No community engagement required at this time.

Alignment with City Council's Vision and Strategic Plan:

1. A Center for Lifelong Learning:

The Historical Society and its presence in Charlottesville allow all of our citizens in the community to learn about its rich, diverse and sometimes tumultuous past.

2. Charlottesville Arts and Culture:

The Historical Society and its location in downtown Charlottesville attract both historians and those simply interested in the area's history to visit not only ACHS but also encourages

visits to many surrounding areas and venues reflected in the exhibits and materials on display at the Historical Society.

Budgetary Impact:

Budgetary impact will not be quantifiable until lease negotiations are completed, should Council agree to move forward.

Recommendation:

The lease is currently month to month. If City Council so wishes, City staff recommends continuing negotiations with ACHS to establish a mutually beneficial lease for the long term.

Alternatives:

Council has the option to terminate the lease.

Attachments:

1. Communication Log between the City and Albemarle Charlottesville Historical Society
2. Update from ACHS Society on Lease Terms

Communication Log

1. 10/10/17 – The first communication was emailed and sent via USPS by the CMO to Mr. Meeks with the lease conditions approved by City Council.
2. 11/20/17 – A second email was sent to Mr. Meeks from the CMO with lease conditions after receiving no response.
3. 11/24/17 – Mr. Meeks emailed Leslie Beauregard, ACM and confirmed that he did receive the email and the hardcopy letter.
4. 11/25/17 – Leslie Beauregard, ACM responded to his email and asked him again to sign the lease conditions and return the letter to the CMO.
5. 11/29/17 – Paul Oberdorfer, Public Works Director, sent an email to Mr. Meeks with the past due rent invoice, including the lease terms.
6. 11/29/17 – Mr. Meeks responded that he did NOT receive the amended lease conditions (see #3) and Mr. Meeks maintained rent was current to date. The City Finance Department provided an audit trail indicating ACHS owed \$2,454.00 in lease payments.
7. 11/30/17 – Mr. Meeks again via email tried to reconcile payments and asked for a copy of the payment audit trail.
8. 12/4/17 – Paul Oberdorfer, Public Works Director, respond to Mr. Meeks that the statement had already been emailed and sent USPS. The letter and audit trail was emailed again to Mr. Meeks. Mr. Meeks was asked to provide check numbers for payments made, which he never provided. On this date, there was still no signed lease conditions letter from Mr. Meeks, and he was asked again to submit this in the email.
9. 12/7/17 – Paul Oberdorfer, Public Works Director, sent Mr. Meeks the audit trail of past due rent again. Mr. Meeks did not provide check numbers or any proof of payments from ACHS.
10. 12/18/17 – Paul Oberdorfer, Public Works Director, sent Mr. Meeks an email again asking for an update on the 12/7/17 email.
11. 12/20/17 – Paul Oberdorfer, Public Works Director, sent them a revised and final statement for November/December rental payments, which were paid in mid-December.
12. 1/2/18 – City manager's Office received a letter in the mail from Mr. Meeks (attached). However, the letter was dated November 7, 2017.
13. 1/17/18 – Paul Oberdorfer, Public Works Director, sent an email to Mr. Meeks about the courtyard code violations. His return email came back that that he was out of town.
14. 1/25/18 – Leslie Beauregard, ACM emailed Mr. Meeks about setting up a face-to-face meeting to talk about his letter and the lease conditions.
15. 1/29/18 – Leslie Beauregard, ACM sent another email to Mr. Meeks about setting up a meeting.
16. 1/30/18 – Brian Gallagher, ACHS Treasurer came to Paul Oberdorfer, Public Works Director's office asking for the past due rent invoice, the CMO lease conditions letter, and the code violation notice.
17. 2/7/18 – Leslie Beauregard, ACM sent another email to Mr. Meeks about setting up a face-to-face meeting and letting him know the lease renewal would be on City Councils' agenda for March 5. Terry Bentley in the CMO also called him the previous week and left a voicemail but had not heard back from him. In the 2/7/18 email, Mr. Lyster and Mr. Martin were copied.
18. 2/8/18 – Will Lyster contacted Leslie Beauregard, ACM and asked to discuss the lease conditions and Mr. Meeks.
19. 2/10/18 – Leslie Beauregard, ACM called Mr. Lyster to discuss the lease conditions.
20. 2/12/18 – Leslie Beauregard, ACM emailed Mr. Lyster copies of all the documents sent to Mr. Meeks since October 6, 2017.
21. 2/12/18 – Brian Gallagher, ACHS Treasurer, talked to Mike Murphy and indicated, "Mr. Meeks resigned and the Board will be talking about their next steps soon."

22. 2/17/18 – Paul Oberdorfer, Public Works Director, emailed Mr. Lyster the invoice for the City remediating the code violation with an explanation of charges.

23. 2/17/18 – Mr. Lyster contacted Paul Oberdorfer, Public Works Director, about past due rent and grounds keeping invoice. Paul Oberdorfer, Public Works Director, emailed copies of both to Mr. Lyster.

24. 2/27/18 – Face to face meeting occurs with Will Lyster, Brian Gallagher, Angus Arrington, Maurice Jones, Paul Oberdorfer and Leslie Beauregard to discuss updates to the lease terms.



ALBEMARLE CHARLOTTESVILLE
Historical Society

McIntire Building · 200 Second Street NE · Charlottesville · Virginia 22902-5245

February 27, 2018

Mr. Maurice Jones, City Manager
City of Charlottesville
PO Box 911
Charlottesville, VA 22902

RE: Lease of McIntire Library Building
Cc: Ms. Leslie Beauregard, Mr. Paul Oberdorfer

Dear Mr. Jones,

I want to thank you and Ms. Beauregard and Mr. Oberdorfer for taking the time to meet with us this morning to discuss the lease renewal terms and ten conditions stated on your letter dated October 6, 2017. This letter serves as a follow-up to the discussion we had in that meeting.

The Board of Directors of the Albemarle Charlottesville Historical Society (ACHS) is in agreement that ten of the conditions are acceptable and achievable except for the second sentence of item e.); "Council shall appoint 1/3 of the Board of Directors. The Board has determined that acceptance of the other items in totality should provide enough transparency and evidence of good governance of the Society.

This is the current status of those ten conditions, which immediately went into motion at departure of our past president.

- a.) We have a part-time paid employee who is currently our administrative assistant and membership coordinator. This person will begin undertaking the task of developing our strategic plan along with guidance and training from The Center for Nonprofit Excellence, myself and the Board. The Society is currently a member of The CNE. I will be meeting with Ms. Kadi Davis tomorrow to begin our initial orientation. We can anticipate the foundation of a strategic plan to be in place within six months.
- b.) The Society currently enjoys partnerships with peer organizations in our community, and I have also reached out and begun to develop new, and renew prior relationships with organizations such as the Jefferson School African-American Heritage Center (JSAAHC), The Jefferson-Madison Regional Library (JMRL), past benefactors, other community leaders and business professionals.
- c.) The Society already has a system for curating and maintaining an inventory of our assets. Inventory is completed annually, and after interviewing our collections Manager, I understand that none of our assets are missing, nor have been sold. We do plan to upgrade our program to allow for easier use and more flexible options.
- d.) I have begun to develop our relationship with Mr. David Plunkett at the JMRL and expect to have further meetings together to put together a written agreement on the space(s) occupied by both parties.

OFFICE

434.296.1492 · 434.296.4576 (fax)
info@albemarlehistry.org · albemarlehistry.org

LIBRARY

Charlottesville-Albemarle Historical Collection
Operated in partnership with Jefferson-Madison Regional Library
434.296.7294 · library@albemarlehistry.org



ALBEMARLE CHARLOTTESVILLE Historical Society

McIntire Building · 200 Second Street NE · Charlottesville · Virginia 22902-5245

- e.) As previously submitted in an email to you and City Council on February 15, 2018, the Board approved and signed a Values Statement expressing our continued commitment to diversity, equity and inclusion within the entire organization of the Society. This will be an ongoing process reiterated to existing and future staff, volunteers and board members.
- f.) For more than a year, the Board has discussed the need to review and amend our bylaws to remove certain provisions and add new ones. This is a process that is currently underway, and we hope to have new bylaws adopted before the end of this year.
- g.) This morning, the City Manager was presented with a portfolio statement from Davenport & Company showing our Operating Reserve Account with a balance of \$36,369.31.
- h.) In our meeting, we agreed to submit an annual progress report to the City Manager's office on an annual basis.
- i.) We have reached out and arranged for an audit to be conducted by the accounting firm, Robinson Farmer Cox & Associates. Currently, they are in the middle of tax season, but they have promised that our request will be expedited. The results of this audit will be forwarded to the City Manager's office. We suggested that the Society perform a financial review on an annual basis, with a full audit every year or so. The results of these will also be forwarded to the City Manager's office as they are completed.
- j.) AS the City Manager requests, we will provide updates on our progress.

While we understand that the City would like to increase our monthly rent to \$750.00 per month, we hope that the city will assist to find ways to reduce this if possible, and also consider the services the Society provides to the community and visitors each year. The Board of Directors is committed to ensuring good governance of the Society, as well as continuing to enhance our renewed relationship with the City Manager's office, City Council and staff.

Sincerely, on behalf of the Board of Directors,

Will Lyster, President
Albemarle Charlottesville Historical Society

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	February 20, 2018
Action Required:	Adoption of Ordinance Vacating Brandon Avenue and Portion of Monroe Lane/15 th Street
Presenter:	Lisa A. Robertson, Acting City Attorney
Staff Contacts:	Lisa A. Robertson, Acting City Attorney Lauren Hildebrand, Director, Public Utilities
Title:	Ordinance Proposed for Closing and Vacating Brandon Avenue and a Portion of Monroe Lane/15th Street

Background:

In 2016, the University of Virginia developed a Master Plan to redevelop several properties adjacent to Brandon Avenue to be a model green student community, including: academic spaces, student wellness facilities, student housing, and a central “green street”. Brandon Avenue is centrally located, being near the Health System, the South Lawn, and Jefferson Park Avenue. The redevelopment project envisions multi-functional green space, enhanced pedestrian connections, and a mix of uses for the student community. At its meeting on November 14, 2017, the Planning Commission voted to certify to City Council that the proposed street closing is in accordance with the Comprehensive Plan. The staff report and renderings presented for the Planning Commission’s review are available on the Planning Commission’s webpage (among the agenda materials for the November 14, 2017 meeting).

Currently, most of the land parcels adjacent to Brandon Avenue are owned by the University of Virginia. The parcels that are not owned by the UVA Foundation include The Monroe Building and the Baptist Student Center. The University is petitioning the City to vacate all of the City’s public interests in Brandon Avenue and a portion of Monroe Lane/15th Street, so that site work can be completed in preparation for UVA’s redevelopment project and then title to the land can be transferred to UVA for construction of buildings and other improvements. Ultimately, a University owned street which incorporates vegetation, soil and engineered systems (e.g., bioretention basins) in order to capture, slow, filter and cleanse rainwater at its source will be constructed and maintained by UVA (“Green Street”).

Discussion:

University officials have worked with staff from Neighborhood Development Services, Public Utilities and the City Attorney’s Office to examine the benefits and address possible drawbacks

of this application, from the City’s perspective. In making its decision, City Council should consider whether the proposal is in the best interest of the public welfare, safety or convenience. One issue that almost always arises is: what will happen to City-owned utilities located within the area proposed to be vacated? Staff has engaged in an extensive review of the impact of the proposal on Utility Systems and on the City’s transportation network. Staff and consultants for the University have been working to obtain utility construction/ relocation plans acceptable to the City’s Director of Utilities; however, final approval of the plans has not yet been reached.

Utilities

1. *Utility lines to be relocated*—Brandon Avenue contains natural gas lines, water lines and stormwater drainage lines which will all have to be relocated. If City Council approves the attached Ordinance, it should condition the approval on:

(i) the City’s receipt of easements (satisfactory to the City’s Director of Utilities as to location and width) for all of the relocated lines, and

(ii) UVA or the UVA Foundation should be responsible for all costs and expenses of relocating the city-owned lines, and for re-installation of new lines of materials and sizes approved by the City’s Director of Utilities, within the easements, in locations acceptable to the City’s Utilities Director, all in accordance with utility construction plans and specifications acceptable to the Utilities Director.

The easements would need to be granted by appropriate deeds, drafted by or approved by the City Attorney’s Office as to form. Within each easement, the City will retain ownership and maintenance responsibilities for existing/ relocated utility lines, so long as the Utilities Director agrees that the location of the lines is such that the lines will be protected during and after construction of buildings, and adequate access for city maintenance, repair or replacement is assured.

2. *Utility lines to remain in place*--There are utility lines in Monroe Lane that will remain in place, and easements for these lines will be reserved by the City. The University Foundation or UVA (whichever entity owns the land at the time of a deed of vacation) will provide a plat showing the actual location of these utility lines, suitable for recordation in the City’s land records.

There is also an outstanding housekeeping matter from a prior street vacation approved by the City several years ago. The University Foundation or UVA will also execute a Utility Maintenance Agreement for sewer and storm drains located under the South Parking Garage, in a form suitable for recordation in the City’s land records, upon being presented with a document approved by the City Attorney’s Office.

Transportation Networks

3. *Bus transportation*—with the increased density of people and buildings that will be present upon completion of UVA’s Project, the City’s Traffic Engineer is of the opinion that an improved bus stop will be necessary, due to likely traffic backups on JPA attributable to bus

queuing. UVA's construction and development plans should incorporate an improved bus stop located within the redevelopment area, with the location and plans and specifications for the bus stop to be approved in advance by the City Traffic Engineer. The Project is not sufficiently far along in construction design, at this time, to be able to identify a specific location, with specific dimensions.

4. *Bicycle and Pedestrian Plan*—the City's Bicycle and Pedestrian Master Plan Vision Network envisions the current area of Brandon Avenue as a Bicycle Arterial Route (a route intended to carry the highest number of bicyclists and to operate as a "spine" of the network). A shared use path or protected/ separated bicycle lanes are the preferred treatment for this corridor. UVA's Project would not necessarily preclude the achievement of the goals of the Vision Network, if the vacation of Brandon Avenue were to include the following conditions:
 - a. UVA's construction and development plans shall incorporate a shared use path or protected/ separated bicycle lanes, in locations that will provide the necessary connectivity for the planned Bicycle Arterial Route. Recorded easements authorizing public use of these paths should be provided.
 - b. UVA's construction and development plans shall not preclude a future connection over/under the railroad tracks to connect the Green Street Project area and Valley Road.
 - c. UVA's construction and development plans shall provide an east/ west bicycle/ pedestrian connection through its redevelopment site, and improved pedestrian crossings at the intersections of JPA, Hospital Drive and the end of the new Green Street to be constructed by UVA.
 - d. The Project is not sufficiently far along in the construction design phase that the location and dimension of specific buildings (other than the Upper Class Housing building, which will be the first to be constructed) can be known. Because of this, the City Attorney's Office recommends that the timing for satisfaction of the above-referenced conditions be tied to the phasing of construction (currently, three buildings are planned; the location of the easements/ connections/ bus stop should all be established prior to commencement of construction of any third building within the area of this redevelopment project).
5. *Generally*—the City's determination that UVA's Project (i.e., the redevelopment of the properties adjacent to Brandon Avenue, and the vacation of Brandon Avenue/ Monroe/15th Street for construction of a Green Street) is consistent with the Comprehensive Plan and the public welfare, safety and convenience, is based on a very specific development proposal which has been presented to the City by the UVA Foundation and UVA. The City's approval of the vacation of Brandon Avenue should be conditioned upon that specific project coming to fruition: in other words, the area within the Brandon Avenue right-of-way should be used and developed only as a Green Street.

Alignment with City Council’s Vision and Strategic Plan:

The project supports City Council’s “Green City” and “A Center for Lifelong Learning” vision. It contributes to Goal 3: A Beautiful and Sustainable Natural and Built Environment, and Objective 3.1 Engage in robust and context sensitive urban planning and implementation. This project also aligns with the Streets That Work initiative.

Community Engagement:

On November 14, 2017 an advertised joint public hearing of the Planning Commission and City Council was held to discuss the proposed street closing request, in accordance with Va. Code Sec. 15.2-2006. Previously, the UVA Master Plan was discussed at several meetings of the Master Planning Council (open public meetings) and with the Jefferson Park Avenue Neighborhood Association in May, 2017. The Rector and Board of Visitors of UVA voted at a public meeting to approve the Schematic Design for the Redevelopment Area, on September 16, 2017.

Budgetary Impact:

The City will no longer bear the expense of maintaining Brandon Avenue, to include sidewalks and the streetscape and this will have a positive budget impact.

Recommendation:

If City Council determines that the proposed vacation should be approved, staff recommends that the vacation of the street be approved conditionally, consistent with the matters set forth within the “Discussion” section, above. We have drafted the attached Ordinance to include the recommended conditions, and the ordinance directs the Clerk of Council to provide a certified copy of the approved ordinance of vacation suitable for filing in the Clerk’s Office, only upon being instructed to do so by the City Attorney.

Alternatives:

Council can amend the proposed Ordinance to insert additional conditions, or deny the request altogether.

Attachments:

UVA Request Letter with Drawings and Maps attached
Proposed Ordinance



One Boar's Head Pointe • P.O. Box 400884
Charlottesville, VA 22904-4884
434-982-5914

*The Office of The Senior Vice President
For Operations
Real Estate & Leasing Services*

September 8, 2017

Ms. Lisa Robinson
Deputy City Attorney
City of Charlottesville
P.O. Box 911
Charlottesville, Virginia 22902

Re: Petition to close Brandon Avenue
Petition to close a portion of Monroe Lane
Request for easement along a portion of Monroe Lane

Dear Ms. Robinson:

The University of Virginia requests the closure of Brandon Avenue and a portion of Monroe Avenue as well as the grant of an easement along a portion of Monroe Lane. The closings are a first step in reconfiguring the Brandon Avenue area into a model green mixed-use community. The University plans to construct a number of buildings, along a newly designed street, to include housing and student wellness, along with others that complement a vibrant student community. Our goal is to create a sustainable streetscape which enhances the student experience.

We have support to close Brandon Avenue from the three adjacent property owners which include Monroe Brandon LLC, the Virginia Baptist Board, and the University of Virginia Foundation. Similarly, we have the support of the University of Virginia Foundation, to close the proposed portion of Monroe Lane. The support of the adjacent property owners are evidence that no inconvenience to them will result.

A street closing request, and support materials are attached. Please let me know if additional information is required, and I look forward to working with your office on this initiative.

Sincerely,

A handwritten signature in blue ink, appearing to read "CH".

Charles Hurt, Jr.
Director
Real Estate and Leasing Services

Enclosures:

Petition to close Brandon Avenue and a portion of Monroe Lane
Narrative
City Tax Map delineating square footage of Brandon Avenue / Monroe Lane
Plats and ownership list of adjacent owners
Title Synopsis
Brandon Monroe, LLC support letter

PETITION TO CLOSE A STREET OR ALLEY

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

FEE: A filing fee of \$100.00 made payable to the City of Charlottesville.



A. PETITIONER INFORMATION

Petitioner Name: The Rector and Visitors of the University of Virginia

Petitioner Mailing Address: Real Estate and Leasing Services, P.O. Box 400884, Charlottesville, VA 22904-4884

Does Petitioner currently own property adjacent to the area requested to be closed? Yes If no, please explain _____

Petitioner Phone Number(s):

Work: 434 982-5914

Home: _____

Fax _____

Email cwh4cm@virginia.edu

B. ADDRESSES OF PROPERTY OWNERS ADJACENT TO THE STREET/ALLEY (use back of form if necessary)

Property Owner Name	Mailing Address	City Tax Map and Parcel #
<u>University of Virginia Foundation, P.O. Box 400218, Charlottesville, VA 22904</u>		<u>see additional sheet for properties</u>
<u>Virginia Baptist Board, 2828 Emerywood Pkwy, Richmond, VA 23294</u>		<u>110088000</u>
<u>Brandon-Monroe, L.L.C. 201 15th Street NW Suite 1A, Charlottesville, VA 22903</u>		<u>110104000</u>
<u>The Rector and Visitors of the University of Virginia, P.O. 400884, Charlottesville, VA 22904-4884</u>		<u>see additional sheet for properties</u>

C. PETITIONER'S REQUEST

1. That, pursuant to the provisions of Section 15.2-2006 of the Code of Virginia (1950), as amended, the said Petitioner(s) apply for the vacating, closing and discontinuance of a certain street or alley, situated in the City of Charlottesville, Virginia, as described below as follows: (Provide name, right-of-way width and length of streets or alleys being closed)
Brandon Avenue, 50' ROW, approximately 879'
Monroe Lane, 30' ROW, approximately 451'
2. Confirm that no inconvenience will result to any person by reason of said closing, vacation and discontinuance of the said street or alley. Include details in narrative. Confirmed, all three adjacent owners support the closure.
3. That land owners along and adjacent to said street or alley desire and request the street or alley to be closed. Attach letters of approval or signatures of approval from adjacent property owners. Letters will be provided.
4. Attach a copy of the city real property tax map showing the portion of the street or alley to be vacated with the square footage clearly indicated.
5. Applicant must provide copies of a title search and opinion performed by an attorney or licensed title company of the property in question and the alley to the original dedication of the alley or street. Highlight on the deed when the street or alley was created. The deed information is available at the City Circuit Courthouse (315 E. High Street).
6. Applicant must review the attached closing policy prior to submission of this form and attach a narrative which addresses the objectives outlined in that policy to include specific information as to why an alley closing is being requested.

Respectfully Submitted,

Charles Hurt, Jr. Real Estate and Leasing Services
Signature of Petitioner(s) Real Estate and Leasing Services

Charles Hurt, Jr. Director, Real Estate and Leasing Services, University of Virginia
Print

The review process typically takes two months. Following the review, valid applications will be forwarded to a joint Planning Commission and City Council Public Hearing and then to City Council for two readings.

FOR OFFICE USE ONLY (Sign Posting)

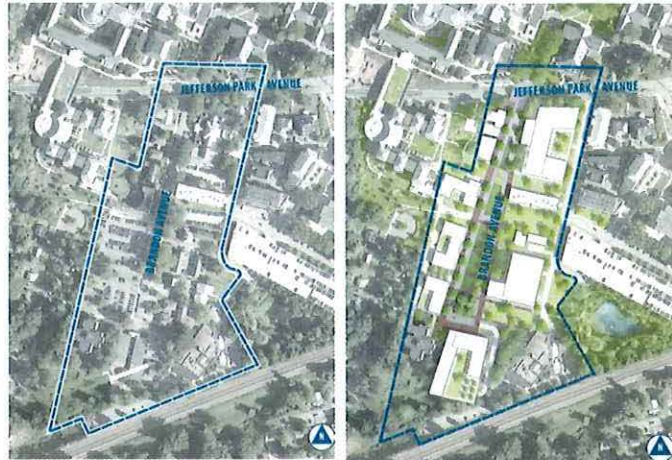
I certify that the sign(s) as required by Section 31-271 of the City Code (Zoning Ordinance) as amended has been posted on the following date:

Signature _____

Date Paid: _____ Amt. Paid: _____ Check #: _____ Recorded by: _____

Brandon Avenue Green Street Narrative

The University is petitioning to close Brandon Avenue and a small portion of Monroe and to facilitate the redevelopment of Brandon Avenue area. Brandon Avenue is centrally located - adjacent to the Health System and South Lawn and just across Jefferson Park Avenue from The Lawn within the Central Grounds. The redevelopment will transform the Brandon area into a model green community where students will live and learn in a distinctive student experience. Building street fronts will include teaching and academic spaces, student wellness facilities and housing. The redeveloped street will incorporate:



- A landscaped bio-retention area which will be the centerpiece of a multi-functional green space
- A system of enhanced pedestrian connections to South Lawn, the Academical Village, the Health System, and adjacent neighborhoods.
- A mix of uses to include student wellness, academics, and housing all curated to activate the street and foster a heightened student experience.

Aligned with the City zoning code and Streets That Work program, the redevelopment vision includes a distribution of academic, research, and residential uses.



The improved intersection of Brandon and Jefferson Park Avenue will include 1) reducing the curb radius to minimize pedestrian street crossing distances, 2) visible crosswalks, 3) enhancing the eastbound bus stop and 4) reconstructing the ADA ramps at the corners, based on the recommendations of our transportation consultant.

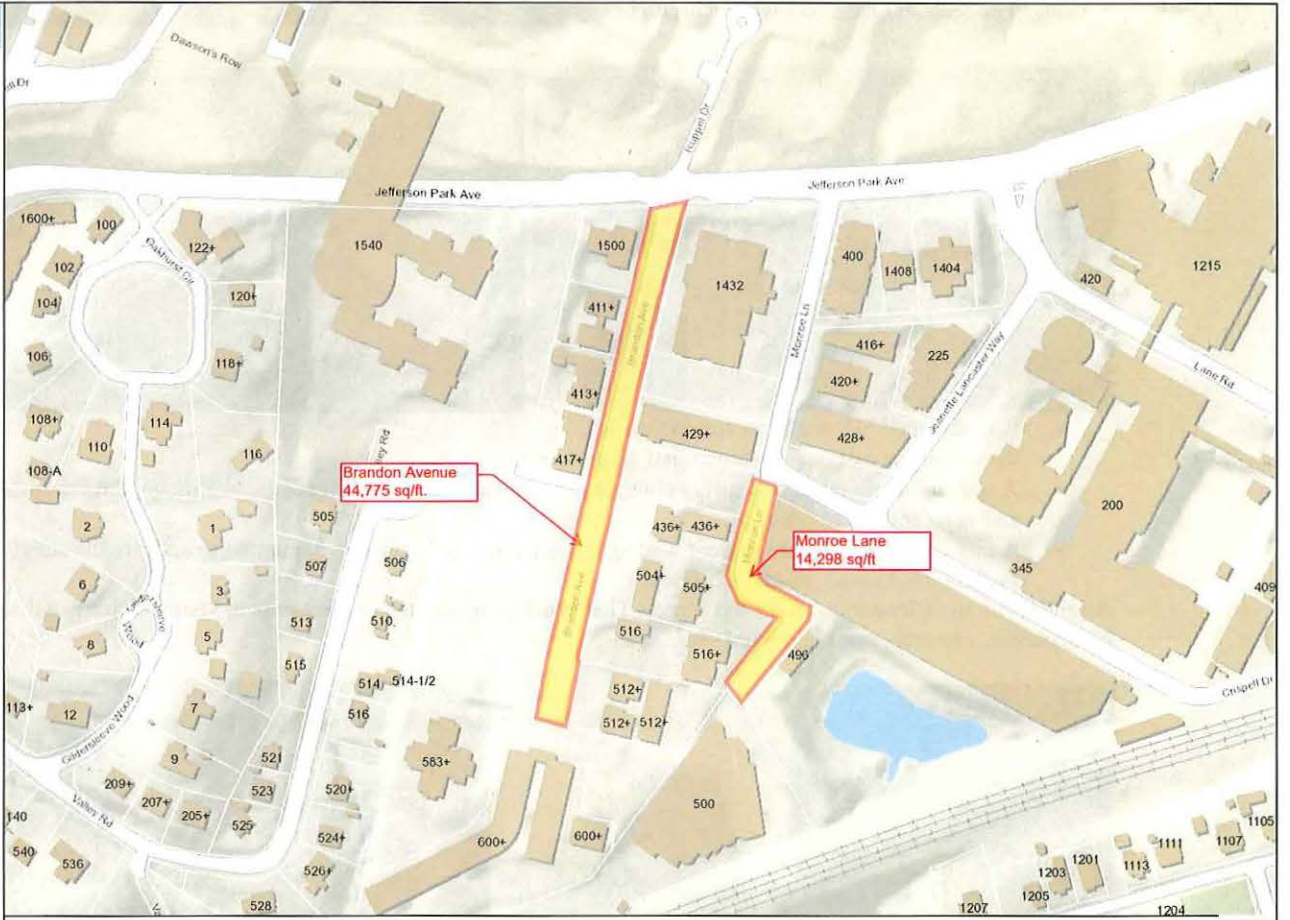


Charlottesville
GIS Viewer

Legend

- Parcels
- Addresses
- City Limits

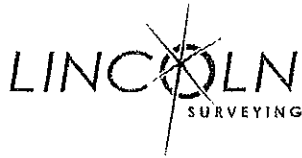
0 50 100 150 200
Feet
1:2,257 / 1"=188 Feet





BRANDON AVENUE AND MONROE LANE ADJACENT PROPERTY OWNERS

Address	Owner	Parcel ID
Brandon Avenue Street Adjacent Property Owners		
411 BRANDON AVE	UNIVERSITY OF VIRGINIA FOUNDATION	110089000
413-415 BRANDON AVE	UNIVERSITY OF VIRGINIA FOUNDATION	110090000
417-419 BRANDON AVE	UNIVERSITY OF VIRGINIA FOUNDATION	110091000
503 BRANDON AVE	RECTOR & VISITORS OF U OF VA	110092000
501 BRANDON AVE	RECTOR & VISITORS OF THE U OF VA	110092100
583 BRANDON AVE	RECTOR & VISITORS OF U OF VA	110093000
581 BRANDON AVE	RECTOR & VISITORS OF U OF VA	110094000
514 BRANDON AVE	UNIVERSITY OF VIRGINIA FOUNDATION	110097000
600 BRANDON AVE	UNIVERSITY OF VIRGINIA FOUNDATION	110097100
512 BRANDON AVE	UNIVERSITY OF VIRGINIA FOUNDATION	110099000
516-518 BRANDON AVE	UNIVERSITY OF VIRGINIA FOUNDATION	110100000
504 BRANDON AVE	UNIVERSITY OF VIRGINIA FOUNDATION	110101000
436 BRANDON AVE 1	UNIVERSITY OF VIRGINIA FOUNDATION	110102100
436 BRANDON AVE 2	UNIVERSITY OF VIRGINIA FOUNDATION	110102200
436 BRANDON AVE 3	UNIVERSITY OF VIRGINIA FOUNDATION	110102300
436 BRANDON AVE 4	UNIVERSITY OF VIRGINIA FOUNDATION	110102400
436 BRANDON AVE 5	UNIVERSITY OF VIRGINIA FOUNDATION	110102500
436 BRANDON AVE 6	UNIVERSITY OF VIRGINIA FOUNDATION	110102600
436 BRANDON AVE 7	UNIVERSITY OF VIRGINIA FOUNDATION	110102700
0 BRANDON AVE	RECTOR & VISITORS OF THE U OF VA	110103000
414 BRANDON AVE	RECTOR & VISITORS OF THE U OF VA	110105000
1500 JEFFERSON PARK AVENUE	VA BAPTIST BOARD OF MISSIONS & ED	110088000
Monroe Lane Adjacent Property Owners		
500 MONROE LN	RECTOR & VISITORS OF THE U OF VA	500
400-412 MONROE LN	RECTOR & VISITORS OF THE U OF VA	400-412
435 MONROE LN	RECTOR & VISITORS OF THE U OF VA	435



632 Berkmar Circle
Charlottesville, VA 22901
434.974.1417 / Fax 434.974.1776
www.lincolnsurveying.com

Thomas B. Lincoln, LS / Christopher B. Kean, LS

August 10, 2017

Charles Hurt
University of Virginia FP & C
P.O. Box 400884
Charlottesville, VA 22904

RE: Monroe Ln. / 15th Street / Brandon Ave. Right of Way Research
Charlottesville, Virginia

Dear Mr. Hurt:

We have completed our research on the right of ways for Monroe Ln. / 15th Street / Brandon Ave. After researching the streets, it appears that each street has a different width. Each street's width was established as follows:

15th Street:

The origin of 15th Street (Jeanette Lancaster) dates back to the 1870s. Around 1870, the land was owned by Theodore A. Michie. At this time, Michie divided the land into several lots, which were sold off. This land presently is a part of Tax Map 11, Parcels 131 and 98. Former, these lots also included Tax Map 11, Parcels 125, 126, 127, 128, and 129, however these parcels are now a part of Parcel 131. (See attached Tax Map from 1992). When Michie conveyed off the lots, each lot was assigned a number according to plat. This plat does not appear to have ever been recorded, however metes and bound descriptions of each lot is given. Of interest, lots 5-10 were sold in the following deeds:

Lot 5: Albemarle DB 65 p.98*
Lot 6: Albemarle DB 65 p.98*
Lot 7: Albemarle DB 65 p.87*
Lot 8: Albemarle DB 65 p.399
Lot 9: Albemarle DB 65 p.152
Lot 10: Albemarle DB 65 p.401

Some of these deeds (those marked with an *) contain the following reservation: *"It is expressly understood that a street twenty feet wide is to be kept open on the side of said lot No. * adjoining Jas. Widderfield's land as a public street and to be common to all the lots embraced in Dolin's Plat leading to the Lynchburg Road."*

Innovation. Integrity. Vision.

Thus, this appears to be the origins of 15th Street. It was originally created as a 20' road serving the lots created by Theodore Michie.

This 20' Road is shown on a plat of the adjoining parcels, which was the land previously stated as belonging to Jas. Widderfield. In Albemarle DB 104 p.388 a subdivision plat is recorded which includes the area adjoining this road. The road is mentioned in the deed and is shown on the plat. Though, no width is given to the road. A 15' Alley is shown connecting this road to a new 30' road created by the plat. (That road is presently Monroe Ln.)

15th Street appears to have been a 20' road until 1951 when it was expanded to 30'. In DB 163 p.106, an omnibus deed is recorded where 15th Street, S.W. is dedicated as a 30' Street. Additionally, some of the property owners dedicated land via individual deeds to the City, including Ora E. Landes whose interest was conveyed via DB 163 p.103. According to the deeds, the owners on BOTH sides of the street were to dedicate 5 additional feet to take the road from 20' to 30'. Thus, 5' would be coming off the lots created by Michie and 5' would be coming off the lots created from the former Widderfield land.

Also in 1951, a 35' wide connection road between Monroe Ln. and 15th St., S.W. was created. The land was conveyed to the City of Charlottesville by a deed recorded in DB 161 p.298, with a plat on p.300. The location of this connector road is in the vicinity of the original 15' alley that connected the two roads. The result of this construction essentially extended Monroe Ln. to 15th Street, S.W.

Since 1951 there have been several changes affecting 15th Street, S.W. Two alleys were closed and an access easement was opened. In 1998, a 12' alley at the end of 15th Street, S.W. was closed in Street Closing Book 2 p.16. In 2002, the previously mentioned 15' alley that connected Monroe Ln. and 15th Street, S.W. was closed. This was recorded in Street Closing Book 2 p.36. In 2011 a new access easement connecting 15th Street and Monroe Ln. was created. This easement is Crispell Drive and it was recorded in Inst. # 2011001615.

There is a portion of 15th Street, S.W. which has been physically closed, but which for there is no official street closing recorded. That portion of 15th Street between Crispell Dr. and where the previously mentioned connector road created in 1951 connects to 15th Street is physically closed and there is a building where it formerly was. There was an ordinance approved by the City to close this portion of the road. However, the proceedings were never finalized as all of the conditions of the agreement were not met. Therefore, the street closing was never recorded in the Clerk's Office.

In conclusion, 15th Street S.W. is a 30' street, created over the course of several years and deeds. It appears to technically be open from Lane Road to its terminus at Tax Map 11 Parcel 98.

Monroe Lane:

The origin of Monroe Ln. dates back to a plat dated 1893, and recorded in Albemarle DB 104 p.390. This plat is a division of the property of the Dawson Investment Co., which is also the land formerly belonging to J. Widderfield. This plat shows an unlabeled 30' road. This road later becomes Monroe Ln. This plat shows a parcel along the eastern boundary of this 30' road, which the plat labels as the "Dr. P.B. Barringer's Property." This parcel was sold to P.B. Barringer by deed dated 1895, and recorded in DB 104 p.447, with a plat on p.449.

In 1930, the Barringer parcel was subdivided into 16 lots. The plat subdividing the parcel was recorded in DB 69 p.377. This parcel shows Monroe Ln. as a 35' Street. Thus, the width of the street was increased from 30' to 35'. This 5 additional feet comes from the former Barringer lot and NOT from the previously mentioned lots created in Albemarle DB 104 p.390. Thus, the width of Monroe Ln. is 35'.

In 1951, a 35' wide connection road between Monroe Ln. and 15th St., S.W. was created. The land was conveyed to the City of Charlottesville by a deed recorded in DB 161 p.298, with a plat on p.300. The location of this connector road is in the vicinity of the original 15' alley that connected the two roads, which was shown on plat in Albemarle DB 104 p.388. The result of this construction essentially extended Monroe Ln. to 15th Street, S.W.

In 2002, the previously mentioned 15' alley that connected Monroe Ln. and 15th Street, S.W. was closed. This was recorded in Street Closing Book 2 p.36. In 2011 a new access easement connecting 15th Street and Monroe Ln. was created. This easement is Crispell Drive and it was recorded in Inst. # 2011001615.

There is a portion of 15th Street, S.W. which has been physically closed, but which for there is no official street closing recorded. That portion of 15th Street between Crispell Dr. and where the previously mentioned connector road created in 1951 connects to 15th Street is physically closed and there is a building where it formerly was. There was an ordinance approved by the City to close this portion of the road. However, the proceedings were never finalized as all of the conditions of the agreement were not met. Therefore, the street closing was never recorded in the Clerk's Office.

This street closing cut off the end of 15th Street at Monroe Ln. It appears that the end of 15th Street is now considered to be part of Monroe Ln. It is labeled on the City GIS as Monroe Ln. As previously stated, 15th Street is 30' wide. Thus, IF this is considered Monroe Ln., then it would change in width from 35' to 30' at the point where the connector created in 1951 connects to what was formerly considered 15th Street. Though, it appears that this portion of 15th Street was never official closed, thus confusing the name of this portion of the road.

In conclusion, Monroe Ln. is a 35' street, created over the course of several years and deeds. It appears to technically be open from Jefferson Park Ave. to its terminus at Tax Map 11 Parcel 98.

Brandon Ave.:

The origin of Monroe Ln. dates back to the land formerly belonging to J. Widderfield, which is acquired by the Dawson Investment Co. in 1893 by Albemarle DB 98 p.439. There is a plat recorded with this deed, which shows a division of this land and a 30' wide street in the general location of present Brandon Ave. However, the deed specifically states the following:

The original plat of said land made by said Barnett as aforesaid is hereto attached, which shows a division of said land into lots and a street. This deed, however, is made with no reference to said division and no division is hereby recognized either by this deed or by the recordation of said plat. The said land being bought in a body & said plat being recorded in order to show the location of the land in a body & not in any subdivisions.

Thus, it appears that this subdivision did not happen and that the shown road was not created.

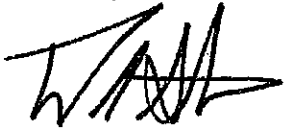
In 1895, the Dawson Investment Co. records a plat dated 1893, and recorded in Albemarle DB 104 p.390, which officially divides of the property of the Dawson Investment Co. This plat shows an 50' road, labeled Brandon Ave., which begins at Old Lynchburg Rd. (present JPA) and terminates at the property of W.M. Fontaine. W.M. Fontaine is a party to this deed and by the deed agrees that Brandon Ave. (and other streets) is to be as it is shown on said plat. Though this plat shows the lot as belonging to W.M. Fontaine, he officially purchased the property by deed dated 7 days after the deed with the plat. His deed is recorded in Albemarle DB 105 p.51 and there is a plat recorded with this deed that shows his parcel. Brandon Ave. is shown on this plat as a 50' street.

In 1922, Dawson Investment Co. re-divides lots 16-19 from the plat recorded in Albemarle DB 104 p.390. This plat is recorded in DB 40 p.5. Again, Brandon Ave. is shown as a 50' street.

No alterations to Brandon Ave. were found since its creation. Thus, it was created as a 50' road and still is a 50' road, which begins at Jefferson Park Ave. and ends at current Tax Map 11 Parcel 97.1.

Please let us know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Sexton', with a stylized, sweeping flourish at the end.

David Sexton, Survey Research Technician
Lincoln Surveying



BRANDON MONROE LLC

201 1-A 15th Street NW
Charlottesville, VA 22903
Office hours M-F 8:30am-4:30pm

Phone (434)-293-5358
Fax (434)-293-5783
office@velikyrentals.com

August 30, 2017

Ms. Alice J. Raucher

The Honorable Mike Signer, Mayor

Office of the University Architect

City of Charlottesville

The University of Virginia

P. O. Box 911, City Hall

P. O. Box 400304

Charlottesville, VA 22092

Charlottesville, VA 22904

Re: Closing of Brandon Avenue

Charlottesville, VA

Dear Ms. Raucher & Mr. Signer:

As the authorized representative for Brandon Monroe, LLC, owner Tax Map Parcel 11-104, this letter shall serve as documentation that we support the closure and the vacation of the public Right of Way of Brandon Avenue.

The vacation of Brandon Avenue will not create an inconvenience for our property.

Sincerely,

Timothy D Veliky

Brandon Monroe, LLC



UNIVERSITY of VIRGINIA
FOUNDATION

September 11, 2017

Ms. Alice J. Raucher
Office of the University Architect
The University of Virginia
P. O. Box 400304
Charlottesville, VA 22904

The Honorable Mike Signer, Mayor
City of Charlottesville
P. O. Box 911, City Hall
Charlottesville, VA 22902

Re: Closing of Brandon Avenue
Charlottesville, VA

Dear Ms. Raucher & Mr. Signer:

As the authorized representative for the University of Virginia Foundation, owner of Tax Map Parcels 11-89, 11-90, 11-91, 11-97, 11-971, 11-99, 11-1021, 11-102, and 11-101, this letter shall serve as documentation that we support the closure and the vacation of the public Right of Way of Brandon Avenue.

The vacation of Brandon Avenue will not create an inconvenience for our property.

Sincerely,



Tim R. Rose
Chief Executive Officer

BC

BAPTIST GENERAL ASSOCIATION OF VIRGINIA

2828 Emerywood Parkway
Richmond, VA 23294
BGAV.org
800.255.2428

October 9, 2017

Ms. Alice J. Raucher
Office of the University Architect
The University of Virginia
P. O. Box 400304
Charlottesville, VA 22904

The Honorable Mike Signer, Mayor
City of Charlottesville
P. O. Box 911, City Hall
Charlottesville, VA 22092

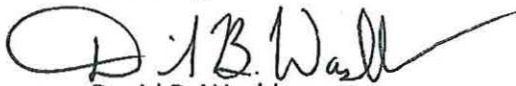
Re: Closing of Brandon Avenue
Charlottesville, VA

Dear Ms. Raucher & Mr. Signer:

As the authorized representative for the Baptist General Association of Virginia, owner of Tax Map Parcel 11-88, this letter shall serve as documentation that we support the closure and the vacation of the public Right of Way of Brandon Avenue.

The vacation of Brandon Avenue will not create an inconvenience for our property.

Sincerely,



David B. Washburn
Treasurer

**AN ORDINANCE
CLOSING, VACATING AND DISCONTINUING
BRANDON AVENUE AND A PORTION OF THE MONROE LANE/15TH STREET
RIGHTS-OF-WAY**

WHEREAS, as permitted by Virginia Code Sec. 15.2-2006, the University of Virginia and the University of Virginia Foundation have petitioned the City to vacate the following City-owned public rights-of-way:

- (1) The entirety of Brandon Avenue from its terminus at Tax Map Parcel 11-97.1 to the intersection of Jefferson Park Avenue, a 50 foot wide public street with a length of approximately 879 feet (44,775 square feet); and
- (2) A portion of Monroe Lane/15th Street from its terminus at Tax Map Parcel 11-98 to the intersection of Monroe Lane and Crispell Drive, a public street that is 30-35 feet across with a length of approximately 451 feet (14,298 square feet);

(together, hereinafter, the “Subject Rights-of-Way”); and,

WHEREAS, landowners who own property adjacent to the Subject Rights-of-Way have been duly notified of the Petition; and,

WHEREAS, following notice to the public pursuant to Virginia Code §15.2-2006, a joint public hearing by the City Council and Planning Commission was held on November 14, 2017, and comments from City staff and representatives for UVA were made and heard; and,

WHEREAS, after consideration of the factors set forth within the City Street Closing Policy, adopted by Council on February 7, 2005, this Council finds and determines that the Petition should be conditionally granted;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Charlottesville, Virginia that the City hereby closes, vacates and discontinues the following public rights-of-way:

- (1) The entirety of Brandon Avenue from its terminus at Tax Map Parcel 11-97.1 to the intersection of Jefferson Park Avenue, a 50 foot wide public street with a length of approximately 879 feet (44,775 square feet); and
- (2) A portion of Monroe Lane/15th Street from its terminus at Tax Map Parcel 11-98 to the intersection of Monroe Lane and Crispell Drive, a public street that is 30-35 feet across with a length of approximately 451 feet (14,298 square feet).

PROVIDED, HOWEVER, that the vacation of the Subject Rights-of-Way is hereby made conditionally, and neither this Ordinance nor any related deed, shall be recorded within the land records of the City, until all of the following conditions precedent have been satisfied:

1. UVA may commence construction of the Upper Class Housing and one other building within the Project; however, prior to commencement of construction of any third building within the Project, UVA shall provide the City Attorney’s Office with a final plat showing the location and dimensions of: **(i)** a bus stop to be constructed by UVA or the UVA Foundation on property adjacent to JPA, in a location approved by the City’s Traffic Engineer; and **(ii)** dedication of public easements for bicycle

and pedestrian travel through property of UVA or the UVA Foundation, providing a bicycle arterial route, an east/ west bicycle and pedestrian connection, and an access point reserved for a future connection to Valley Road [across the railroad tracks], each in locations consistent with the City's Bicycle and Pedestrian Master Plan Vision Network, as verified in writing to the City Attorney by the City's Director of NDS;

2. UVA may commence construction of the Upper Class Housing and one other building within the Project; however, prior to commencement of construction of any third building within the Project, UVA or the UVA Foundation shall provide the City's Traffic Engineer with 100% construction plans for improved pedestrian crossings at the intersections of JPA, Hospital Drive and the end of the new Green Street, along with a written agreement to construct the improvements, and the Traffic Engineer shall verify in writing to the City Attorney that the plans for those crossings is consistent with provisions of the City's Standards and Design Manual;
3. UVA or the UVA Foundation shall provide the City Attorney with a final plat showing the location and dimensions of all easements required for and in connection with the relocation of City-owned utility lines onto land owned by UVA or the UVA Foundation, and the City's Director of Utilities must confirm in writing to the City Attorney that the matters depicted within the plat are acceptable;
4. The City's Director of Utilities shall provide written verification to the City Attorney that 100% utility construction plans depicting the location, size, connections and specifications for the relocated City-owned utility lines have been approved by the Director as being in accordance with City standards;

Upon receipt of evidence that Conditions 3 and 4, above, have been met, the City Attorney will prepare a Deed of Vacation suitable for recordation among the land records of the Charlottesville Circuit Court, vacating the Subject Rights-of-Way and conveying all of the City's right, title and interest therein to the UVA Foundation or UVA, subject to a restriction that the vacated right-of-way for Brandon Avenue shall be held and used by the UVA Foundation or UVA in perpetuity as a "Green Street" (consistent with the definition of that term found within U.S. Environmental Protection Agency publications) and no buildings shall be erected thereon.

The Clerk of City Council shall provide the City Attorney with a certified copy of this Ordinance, as adopted by City Council, and the certified copy shall be held in Escrow by the City Attorney until the City Attorney has received evidence confirming that all conditions presented have been satisfied; thereafter, the City Attorney shall cause the Ordinance and the Deed of Vacation referenced in the preceding paragraph to be recorded within the land records of the Circuit Court of the City of Charlottesville.

In the event that the Ordinance and Deed of Vacation have not been recorded in the City's land records within one (1) year after the date of approval of this Ordinance by City Council, then this Ordinance shall be void.

CITY OF CHARLOTTESVILLE, VIRGINIA CITY COUNCIL AGENDA



Agenda Date:	March 5 th , 2018
Action Required:	Approval of Resolution
Presenter:	Jason Ness, Business Development Manager
Staff Contacts:	Jason Ness, Business Development Manager Chris Engel, Director of Economic Development
Title:	Downtown Businesses Association FY 19 Budget Request/Support of Downtown Marketing Efforts

Background:

On January 2nd, 2018 the Downtown Business Association of Charlottesville (DBAC) submitted a budget request proposal to City Council and the City Manager for Fiscal Year 2019. This letter was the result of several meetings between DBAC members, City staff, and City Councilors. DBAC's letter addressed twenty specific points, organized in four main areas: 1) long term capital improvements, 2) increase current services and hire more City staff 3) policies supporting Downtown and 4) monetary support for DBAC operations and marketing. Staff has responded to each of the twenty specific requests, included here within.

Since the events of the past summer, DBAC has experienced an increase in membership and interest in supporting the Downtown Mall. Their membership is concerned about a decrease in foot traffic on the mall and the associated decline in sales that businesses are experiencing. After August, the City has experienced more volatility than normal, with several key revenues that reflect business activity. September 2017 experienced sudden decreases in sales and meals tax collected, -12% and -11% respectively. Lodging taxes increased 1% in September but decreased -13% in October, year over year. October 2017 sales taxes collected decreased by -6% while meals taxes collected increased 2%. November and December, the latest months available for sales tax figures, had a year-over-year increase of 1%.

On an annual basis, lodging numbers were positive, growing 15% from 2016 to 2017 while meals and sales tax numbers have experienced a decline compared with 2016. This can be attributed to increased regional competition but also that visitors are choosing not to come to the Downtown Mall because of the many of the reasons highlighted in the DBAC letter. It is important to note that 2016 was a record year for sales in the City and September 2016 was the highest sales tax collected during any single

month ever in the City of Charlottesville. Tables showing monthly revenue over the past ten years for sales, meals, and lodging taxes are included herein.

Discussion:

The City is invested in continuing to enhance a vital economic and cultural hub in downtown and adjustments have already begun with more improvements underway. To address DBAC's letter, the requests have been organized in the four main areas:

1) Capital Improvements

DBAC has requested many items that have currently been placed in the Capital Improvement Program (CIP) fund or are currently listed in upcoming CIP budget years. In the current 5 year CIP plan Proposed Budget, there is an estimated \$1 million dollars in enhanced security, amenities, lighting and safety features. This funding includes proactive tree maintenance, security cameras, new protective bollards, a cultural landscape study and additional lighting at 15 locations, determined by the recent lighting assessment.

2) Increase current services and hire more City staff

DBAC has highlighted several physical plant and operational issues that need to be addressed and increased in the immediate future. The estimated FY 18 operational expenses budget, included here within, for the Downtown Mall was \$975,137.60. There are no new staff hires to directly serve the Downtown Mall in the proposed FY 19 budget. However, staff has already made adjustments to some services and is working to increase other services as well.

The Police Department reconfigured current shift responsibilities, causing a 40% increase in coverage by deploying an officer not assigned to another neighborhood. To cover the remaining hours requested by DBAC, the estimated cost would be \$95,000 in overtime pay.

Public Works is exploring ways to increase the frequency of services and maintenance around the Downtown Mall and installing new signage and pavement markings.

Finally, Parks and Recreation has a \$50,000 increase in the operation budget to proactively maintain trees currently in the proposed FY 19 budget.

3) Policies Supporting Downtown

DBAC requests the City to enact ordinances giving priority to brick and mortar retail and restaurant establishments, as well as mall special events. DBAC has specifically requested no food trucks be allowed to operate on or near the Downtown Mall. Staff feels the recent passage of a mobile food truck ordinance in 2013 adequately addressed concerns and established clear guidance between competitors in dining choices. Currently, all mall vendors are regulated the same and there is no distinction by type of item sold. Council would need to direct staff to further investigate this issue if additional changes are of interest.

During special events, vendors are not allowed to operate in designated, unassigned vendor spaces, giving preference to the special event. Mall vendors are regulated similar to café spaces,

where a business pays the City a rental fee to operate a business on City-owned property. Council would need to direct staff to further investigate limiting assigned vendor spaces and the impact it could have on café rental space, as well.

4) Monetary support for DBAC operations and marketing

DBAC has requested \$100,000 for staff and office space. Staff is hesitant to fund this request for several reasons, with the main concern providing a large, one-time payment for on-going personnel expenses when it is unclear if this cost can be covered in future years by DBAC.

As noted above, the City has experienced some negative impacts since the 2017 summer. Staff recommends providing DBAC with a one-time marketing match grant of \$75,000 to assist in promoting downtown as a destination. The Office of Economic Development would coordinate with DBAC to create a comprehensive marketing plan, event metrics and follow up schedule. This grant would be reimbursement based and DBAC would be responsible for one-to-one match (in-kind or monetary), similar to previous grants provided during the mall re-bricking in 2008 (\$50,000) and in September 2017 (\$30,000).

Community Engagement:

City staff and elected officials have met with DBAC members on three occasions (11/20/17, 1/24/18, and 2/02/18). DBAC is a 501c3 non-profit and its membership is nearly 100 active members representing businesses, property owners, and other supporters of the Downtown Mall.

Budgetary Impact:

Approval of the resolution will reduce funds available in the Council Strategic Initiatives account. Other items as noted are included in FY 19 operational or CIP budgets.

Recommendation:

Staff recommends approval of the attached resolution.

Alternatives:

No recommendation.

Attachments:

Office of Economic Development Memo, 2/21/18
FY 18 Mall related operational expenses budget
DBAC letter January 2, 2018
Taxes Collected, 2008-2017 (Sales, Meals, and Lodging)

RESOLUTION
Support of Downtown Marketing Efforts – \$75,000

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlottesville, Virginia that the sum of \$75,000 is hereby paid from currently appropriated funds in the Council Strategic Initiatives account in the General Fund to the Downtown Business Association of Charlottesville in support of their marketing efforts.

\$75,000

Fund: 105

Cost Center: 10110010000

MEMO

FROM: Office of Economic Development

DATE: February 21, 2018

SUBJECT: DBAC FY 19 Budget Request Update

As a result of increased activity in City operations and events in the Downtown area, an Office of Economic Development (OED) staff was identified to serve as a liaison between DBAC and the City to improve communications. While this has been a new role for City staff, many City departments are now coordinating with OED to communicate and inform DBAC of activities. Additionally, OED staff have experienced an increase in requests from DBAC to address specific issues identified by DBAC members.

In November 2017, DBAC staff members met with City staff to discuss ongoing operational concerns and future Downtown Mall planning. In January 2018, DBAC submitted a request to the City Council and City Manager requesting specific action on twenty items. Two subsequent meetings were held between City staff and DBAC to understand and discuss DBAC's request.

Since January, staff has begun to address each of the twenty specific items. Below is an update for each item.

7 day a week policing, on the mall, including officers at 2am when bars close

Currently, CPD patrols the Downtown Mall on Friday and Saturday nights until 3am. CPD has reconfigured shift responsibilities causing a 40% increase in police presence on the Mall. In January 2018, daylight and evening shift commanders were directed to staff the Downtown Mall whenever possible. On the days where there is a CPD is staffed with a citywide officer (not assigned to a district), CPD will have mall coverage. The current estimation is that CPD will be able to increase coverage by 30 – 40%. As CPD operational vacancies are filled, CPD will have the ability to cover the Downtown Mall on a more consistent basis. To cover the remaining hours requested by DBAC, the estimated cost would be around \$95,000.

Hire an additional person to maintain and clean from the mall to West Main and the Corner, including all side streets

There is not a current request for additional maintenance position in the proposed FY 19 budget due to other staffing needs facing all departments.

Designate or hire someone to be in charge of the mall on weekends, at least for any special event

The idea of staffing special events with a Special Events team member is currently being discussed by the Special Events Committee. Funding considerations and staff

hours would need to be analyzed, as well as other costs incurred by the City or special event applicant.

Full funding for planting and landscaping on the mall

Types of plantings have changes to adapt to wear and tear, plant exposure, etc. but Parks and Recreations feels the current operational budget is adequate and has not requested an increase for FY 19.

Cameras on the mall

City staff has addressed many challenges and logistics to implement a comprehensive closed circuit TV system on the Downtown Mall. The current plan is to phase the new system into place, beginning at the Downtown Transit Center until 4th Street. The capital cost is estimated to be \$55,000, with \$4,000 in recurring expenses for this first phase. Once the funding source has been identified, implementation can begin immediately.

Additional trash cans on Water and Market Streets

Public Service is working to analyze current trash and refuse collections to possibly increase frequency. Since trash is placed in the street for pickup, wind and other factors can move the trash around Water Street. Staff will also examine the possibility of installing more trash receptacle for pedestrian use. However this could be a challenge due to already limited spacing, and ADA requirements.

Updated signage with current information

The Mall crossover streets were identified by DBAC as the primary area of concern. Public Works and the Traffic Engineer have begun to improve vehicular and pedestrian signage in these streets.

Public restrooms

At the end of Fiscal Year 2017, the City allocated \$250,000 in CIP for initial funding for a possible restroom project. Ongoing conversations regarding the placement and design still need to be addressed. Engagement from the public, property owners, the BAR, and DBAC will be critical to find a suitable solution.

Additional lighting on side streets and walkways to parking areas.

\$94,000 in FY 19 and FY 20 have been planned to address lighting around the Downtown Mall area, specifically for 15 locations mentioned in the recent lighting study.

Special events committee: include a mall representative

The Office of Economic Development DBAC liaison is now included on the Special Events Committee for events impacting the Mall area. DBAC is currently being notified before these meetings to provide feedback to permit requestor.

Involve the mall with approval of events that affect mall closures and take place on the bricks in front of business

This is currently being accomplished through the Special Events Committee, as mentioned above.

Prohibiting food carts and food trucks from the mall, Water St, Market St and the side streets

Staff would need direction from City Council. Staff feels the recent passage of mobile food truck ordinance in 2013 adequately addresses concerns and establishes clear guidance between competitors in dining choices. Currently, all mall vendors are regulated the same and there is no distinction by type of item sold. Council would need to direct staff to further investigate this issue.

Give priority to special events taking place on the mall, not vendors

During special events, vendors are not allowed to operate in designated, unassigned vendor spaces, giving preference to the special event. Mall vendors are regulated similar to café spaces, where a business pays the City a rental fee to operate a business on City-owned property. Council would need to direct staff to further investigate limiting assigned vendor spaces and the impact it could have on café rental space, as well.

Coordination between the city and DBAC on the holiday lighting, events, city market and grand illumination

The OED DBAC liaison will work with Communication staff to involve DBAC in grand illumination planning, and encourage priority for mall businesses to be vendors during the event.

A clear line of communication, so that all departments are informed of events, and businesses are informed of actions from the city that have an effect on them

The OED is actively working with all departments to ensure improved communication between DBAC and the City.

Staffing - The creation of a full-time position for someone in the city who has authority to oversee the decisions for the mall who has senior level authority.

Currently, this type of position will not be included in the FY 19 budget. In FY 18, Office of Economic Development staff was directed to have an increased role and serve as a liaison to with communication.

Fund a recovery program to deal with the effects of August 12th on businesses downtown. Including but not limited to:

\$100,000 for marketing to include broadcast and social media

Staff supports a one-time grant of \$75,000 for marketing, based on DBAC providing yearly marketing and event plans. One time grant would allow to DBAC to plan a fundraising campaign to establish an annual marketing fund.

\$100,000 for office space and salaries to staff DBAC

Staff is hesitant to fund this request for several reasons, with the main concern providing a large, one-time payment for on-going personnel expenses when it is unclear if this cost can be incurred in future years by DBAC. Also, this type of funding would run counter to the ABRT process, the City's current mechanism to fund non-profits.

\$50,000 for mall enhancements, specifically lighting and decorations.

Staff support the idea of enhancing the holiday lighting, as a way to create a more vibrant mall setting during the winter season. DBAC has formed a lighting subcommittee and City staff is waiting to engage once the DBAC plan is shared with staff. Funding this type of request will be dependent on location of light installations, city staff time, and projected light maintenance and replacement funding.

Designate the Downtown Mall as a special neighborhood, which would help all of the above requests.

The City currently recognizes 22 individual neighborhoods within the City of Charlottesville. The City Manager's Office holds quarterly meetings with representatives from all neighborhoods. Currently, the Downtown Mall is part of the North Downtown Neighborhood Association. DBAC could petition Mall residents, property owners, and business owners to form a Downtown Mall neighborhood, recognized by the City.

Downtown Mall Expenses FY 2018

Parks and Recreation

- Salaries (1 Supervisor, 4 FT MW III, 2-32 week seasonal staff)
\$326,022 with actual fringes \$222,766 salaries only
- Tree Work \$25,000
- Tree Applications \$4,000
- Hort Supplies (plants, soil & mulch) \$7,500
- Expendable supplies (trash bags etc.) \$8,000
- Sanding (full in spring, touch up in fall) \$22,500
- Truck Operation & Maintenance (3) \$4,500
- Sweepers (repair, maintenance & operation) \$11,500
- Ancillary Support & Repairs (Rob, Two Bears, Construction) \$5,000
- Light Repair and Component Replacement \$4,500
- Special Events Administration \$2,650
- Pest Control \$ 2,600
-

Total: \$423,772

Police Department

<u>Mall Patrol</u>	<u>DOW</u>	<u>HRS</u>	<u>SALARY/BENEFITS</u>
1 Patrol Officer	MON-FRI	2080	\$76,347
2 Patrol Officers	FRI-SAT	600	\$41,518
2 CSO'S	MON-FRI	2080	\$102,526
			<hr/>
			\$220,391

<u>Special Events</u>	<u>OVERTIME</u>
Dogwood Parade	\$2,690
First Night VA	\$1,270
Extra Holiday Patrol	\$9,300
	<hr/>
	\$13,260

Total: \$234,666

Public Works

1 pickup 7 Days a week 361 days a year (No service New Years, 4th of July, Thanksgiving, and Christmas).

- Contractor Collection cost Trash/Recycling \$146,850
- Tip Fees for Contractor Collected Waste \$60,261.97
- Total Cost for PW Collection Labor/Tip Fees \$34,602.63

Total: \$241,715

Neighborhood Development Services

- Assistant Zoning Administrator \$27,000 Includes work with mapping, Cafés, Vendors, Special Events and general business interaction.
- Preservation/Design Planner \$30,000 Includes work on BAR, sign reviews and special projects (Vinegar Hill Park, Cultural Landscape Study etc.)
- Assistant Preservation/Design Planner \$6000 Includes work on BAR and special projects (Vinegar Hill Park, Cultural Landscape Study etc.)
- City Engineer \$13,000 Regular consulting on infrastructure as well as anticipated oversight of bricking and utility work in association with upcoming projects.

Total: \$76,000

Office of Economic Development

- OED business liaison \$7,000 (this was not present in 2013 but is now a regular duty)

Total: \$7,000

Grand Total All Expenses: \$983,153



January 2, 2018

To the City Manager, Mayor and members of City Council,

I am writing to you as a follow up to our meeting on 11-13-17 about the Downtown Business Association of Charlottesville's (DBAC) requests for additions to the fiscal year 2019 city budget.

The Downtown Mall is a major economic engine for the City of Charlottesville. It is a major tourist attraction and the reason many people move here. In 2012 the city spent \$1.2 million on the Downtown Mall for basic services and everyday maintenance¹. These were expenditures for services any neighborhood or park would expect to receive.

Yet, over the following 4 years, while the city budget increased 17%, expenditures for the mall dropped almost 20%. While pedestrian traffic on the mall increased, the city reduced its commitment to the Mall. Charlottesville needs to value the Downtown Mall, and how important it is to the entire city, its people and its economy

From 2012- 2016 we continuously saw an increase in people frequenting the bricks, the area that the city is responsible for maintaining. This is simply base level funding that any city neighborhood would receive.

The Mall is a neighborhood and stands alone from other city neighborhoods, because it performs diverse functions. It is an economic engine, entertainment destination, a park, and a residential community, making it essentially the crown jewel of the city.

We believe the Mall should be treated as a separate entity and would like an economic impact study in the future. But until we have a comprehensive analysis, I think we can all agree that this is a critical district that warrants a greater investment from the city and we would like to see the following in the 2019 budget:

¹ City of Charlottesville Fiscal Year 2013 Adopted City Budget
<http://www.charlottesville.org/home/showdocument?id=22596>

Increases to the 2019 budget for items that we believe should be a permanent part of the budget

1. 7 day a week policing, on the mall, including officers at 2am when bars close
2. hire an additional person to maintain and clean from the mall to West Main and the Corner, including all side streets
3. designate or hire someone to be in charge of the mall on weekends, at least for any special event
4. full funding for planting and landscaping on the mall

One-time expenditures

1. cameras on the mall
2. additional trash cans on Water and Market Streets
3. updated signage with current information
4. public restrooms
5. additional lighting on side streets and walkways to parking areas, we would like to following to be high priority for year 1:
 - 4th St from Market going south to Garrett St, including under the RR bridge, as a walkway to Friendship Court and parking on Garrett and Monticello Ave
 - 3rd St from E Water to E High St, as the main access to the Market St Garage and a walkway to the North Downtown neighborhood
 - Ridge/McIntire around the western edge of the mall
 - W Market from 2nd St to Ridge/McIntire

Create clear policies for the mall with mall representation

1. special events committee: include a mall representative
2. involve the mall with approval of events that affect mall closures and take place on the bricks in front of business
3. prohibiting food carts and food trucks from the mall, Water St, Market St and the side streets
4. give priority to special events taking place on the mall, not vendors
5. coordination between the city and DBAC on the holiday lighting, events, city market and grand illumination
6. A clear line of communication, so that all departments are informed of events, and businesses are informed of actions from the city that have an effect on them

Staffing; The creation of a full-time position for someone in the city who has authority to oversee the decisions for the mall who has senior level authority.

Fund a recovery program to deal with the effects of August 12th on businesses downtown. Including but not limited to:

\$100,000 for marketing to include broadcast and social media

\$100,000 for office space and salaries to staff DBAC

\$50,000 for mall enhancements, specifically lighting and decorations.

Designate the Downtown Mall as a special neighborhood, which would help in all of the above requests.

DBAC would appreciate another meeting to discuss the next step in the budgeting process.

Sincerely,

Joan Fenton, Chair
Downtown Business Association of Charlottesville

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Annual Taxes Collected, 2008 -2017

City of Charlottesville Sales Taxes Collected										
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
January	807,418	703,636	687,777	701,631	750,350	726,004	916,960	826,110	804,818	843,728
February	816,706	687,703	642,727	672,815	772,168	787,557	805,081	848,343	882,600	808,982
March	788,775	693,670	819,255	726,638	901,822	613,968	912,209	891,187	965,807	912,688
April	790,411	799,217	810,186	787,308	812,542	682,443	916,199	926,780	953,223	934,735
May	834,162	748,184	773,227	775,966	833,160	845,833	930,803	948,119	958,380	945,496
June	822,897	819,030	706,464	755,008	891,949	868,518	877,007	930,861	1,017,699	936,957
July	738,903	752,163	713,072	758,497	776,262	817,992	914,461	839,747	938,361	896,654
August	827,474	747,333	722,206	875,368	928,442	879,061	897,424	1,008,638	984,312	1,006,753
September	875,256	818,375	774,882	846,868	889,499	892,475	845,604	1,016,954	1,161,101	1,022,630
October	854,796	811,126	725,073	844,960	850,323	1,021,852	856,216	972,297	1,047,754	981,651
November	847,543	756,910	704,643	844,681	866,682	910,807	920,286	950,668	941,576	955,480
December	989,311	874,555	945,987	1,000,098	1,042,235	887,801	1,100,599	1,084,615	1,134,052	1,149,711
	9,993,651	9,211,901	9,025,497	9,589,838	10,315,435	9,934,311	10,892,847	11,244,317	11,789,683	11,395,467
Percentage increase		-7.82%	-2.02%	6.25%	7.57%	-3.69%	9.65%	3.23%	4.85%	-3.34%

City of Charlottesville Meals Taxes Collected										
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
January	583,592	440,307	495,261	500,162	479,238	698,461	607,071	655,760	877,297	874,624
February	524,508	497,539	416,069	517,614	594,295	631,970	336,496	654,146	825,069	836,416
March	507,631	488,049	456,845	602,295	568,020	633,876	807,309	656,113	947,379	915,003
April	520,873	546,384	646,762	574,089	605,252	763,805	707,582	762,905	965,058	965,781
May	595,651	479,616	539,433	568,343	715,406	728,880	713,213	807,812	1,086,093	1,152,611
June	658,653	730,917	641,988	673,525	671,370	721,581	713,213	808,539	1,120,736	1,055,899
July	538,650	529,314	502,100	594,212	713,273	661,263	677,224	717,335	902,342	935,175
August	468,354	470,198	555,307	583,923	583,657	644,828	687,785	853,412	980,037	918,777
September	614,111	561,310	606,676	666,363	590,158	697,508	764,813	961,570	957,908	850,160
October	554,092	551,153	529,232	563,094	713,457	708,010	727,025	982,654	1,078,641	1,097,801
November	540,614	510,077	565,457	611,658	694,048	736,433	434,917	1,031,857	1,120,264	963,169
December	623,937	636,247	666,267	725,400	630,089	710,297	1,066,360	951,583	907,122	863,783
TOTAL	6,730,666	6,441,111	6,621,397	7,180,677	7,558,263	8,336,913	8,243,007	9,843,685	11,767,945	11,429,199
Percentage increase		-4.30%	2.80%	8.45%	5.26%	10.30%	-1.13%	19.42%	19.55%	-2.88%

Annual Taxes Collected, 2008 -2017

City of Charlottesville Lodging Taxes Collected										
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
January	111,291	94,555	126,738	146,768	133,515	196,369	130,874	151,866	167,333	257,416
February	147,937	133,491	132,768	120,172	127,810	137,200	115,583	145,045	178,118	242,337
March	119,678	142,613	159,300	154,163	189,815	164,421	183,470	167,293	189,759	258,840
April	150,867	149,505	202,445	111,426	143,824	241,284	225,181	273,497	291,395	397,978
May	278,290	178,015	189,953	295,067	284,381	305,057	268,794	299,657	373,126	485,350
June	281,512	288,161	290,778	213,365	311,228	293,012	347,789	330,484	488,865	525,354
July	209,563	193,840	166,804	269,749	294,883	272,971	284,016	355,092	398,953	540,164
August	221,338	227,116	250,908	355,674	243,347	297,755	298,649	332,522	430,759	439,325
September	250,282	230,013	296,237	224,796	295,007	274,805	313,467	321,428	423,684	427,896
October	170,913	261,438	211,610	181,825	259,698	277,091	300,122	330,675	499,385	433,033
November	226,007	174,480	193,445	240,579	311,493	301,157	224,352	377,166	504,811	474,892
December	222,401	287,044	300,089	344,129	190,596	237,757	377,860	258,676	421,683	523,301
TOTAL	2,390,078	2,360,271	2,521,076	2,657,715	2,785,597	2,998,879	3,070,157	3,343,402	4,367,871	5,005,886
Percentage increase		-1.25%	6.81%	5.42%	4.81%	7.66%	2.38%	8.90%	30.64%	14.61%